

# Conditions of Carriage

Carriage of Special Hand Luggage

Marine Shipping Operator

**Hankyu Ferry Co., Ltd.**

## Carriage of Special Hand Luggage

### Chapter 1 General Rules

(Scope of application)

**Article 1** These Conditions of Carriage shall be applied to the carriage of special hand luggage pertaining to routes operated by Hankyu Ferry.

2. Matters not stipulated in these Conditions of Carriage shall be referred to provisions of the law and general customs.
3. When special contracts are entered, they shall apply provided that they do not violate the terms of these Conditions of Carriage of Hankyu Ferry or other legal provisions.

(Definitions)

**Article 2** “Special hand luggage” for these Conditions of Carriage are goods entrusted for carriage by passengers for their embarkation interval, and are the things described below as well as the goods loaded on them.

- (1) Two-wheeled automobiles as stipulated by paragraph 2 of Article 2 of the Road Transport Vehicle Act (Act No. 185 of 1951)
  - (2) Motorized bicycles stipulated in paragraph 3 of Article 2 of the Road Transport Vehicle Act
  - (3) Light vehicles stipulated in paragraph 4 of Article 2 of the Road Transport Vehicle Act that are moved using human power such as bicycles, baby carriages, or luggage carts (excluding personal effects and things handled as checked luggage)
2. “Carriage applicants” for these Conditions of Carriage are passengers entrusting carriage of special hand luggage.
  3. “Offices” for these Conditions of Carriage are the offices of Hankyu Ferry, the offices of others designated by Hankyu Ferry, and the company’s home page on the Internet.
  4. In these Conditions of Carriage, “special hand luggage ticket” means a ticket in the form of an electronic certificate issued at an office of Hankyu Ferry and recorded in its electronic database (hereinafter referred to as an “electronic special hand luggage ticket”) or a paper certificate (hereinafter referred to as a “paper special hand luggage ticket”).
  5. “Authentication Code” in these Conditions of Carriage means a confirmation number that may be used to prove possession of an electronic special hand luggage ticket, or other identification as Hankyu Ferry may otherwise prescribe.

## Chapter 2 Acceptance of Carriage

(Acceptance of carriage)

**Article 3** Hankyu Ferry shall accept applications for carriage contracts of special hand luggage, limited to 1 article per 1 embarkation upon request of presentation of an embarkation ticket, within the scope of the transport capacity of ships used and in the order the applications for carriage are made.

2. In cases corresponding to those described below, Hankyu Ferry may refuse an application for a carriage contract, or cancel a contract that has already been concluded, regardless of the provisions of the previous paragraph.

(1) Hankyu Ferry has taken measures as stipulated in Article 6

(2) The special hand luggage other than loaded goods corresponds to any of the following items

A. Something which would be illegal to operate

B. Its loaded goods are considered to be loaded inappropriately for carriage

C. Something which would be considered to have a structure that is inappropriate to handling, such as a low minimum road clearance

D. Something which would be considered to have an inappropriate structure for shipping and lashing

E. Something whose fares are remarkably high compared to special hand luggage fares (hereinafter referred to as “fares”)

F. Something that may pose a safety hazard for other passengers, other goods, or the ship being used, or may cause trouble for other ship passengers

(3) The loaded goods correspond to any of the following items

A. Items that emit an odor, unsanitary items, or other items that may cause trouble for other ship passengers

B. Platinum, gold, or other precious metals, cash, banknotes, securities, stamps, precious gems, artworks, antiques, and other items exceeding the limit specified by Hankyu Ferry

C. Firearms, swords and other items the use of which may pose a safety hazard to passengers, other goods or the ship being used

D. Explosives and other items that may pose a safety hazard to passengers, other goods or the ship being used

E. Corpses

F. Live animals

G. Other items considered inappropriate for carriage

(4) The carriage applicant acts in a way that violates or may violate the law or provisions of these Conditions of Carriage

(5) The application for the carriage contract is made using carriage conditions differing from this Conditions of Carriage

(6) It is determined the carriage applicant will pose an extraordinary burden as related to the corresponding carriage

(Declaration, etc. of contents of special hand luggage)

**Article 4** Carriage applicants must declare in advance to Hankyu Ferry if there will be any special hand luggage other than loaded goods that corresponds to E. of paragraph 2-(2) of the previous Article or for any loaded goods that correspond to those listed in paragraph 2-(3). If they will be items that correspond to A, C or D of that section (hereinafter referred to as “hazardous materials”), information necessary for the safe transport of them, such as their names, nature, etc., must be declared in advance to Hankyu Ferry.

2. When accepting applications for any special hand luggage other than loaded goods that corresponds to E. of paragraph 2-(2) of the previous Article or for any loaded goods that correspond to those listed in paragraph 2-(3), Hankyu Ferry may request measures from the carriage applicant for that special hand luggage such as accompaniment by a guard or the application of property insurance.

3. If Hankyu Ferry suspects there may be special hand luggage other than loaded goods that corresponds to E. of paragraph 2-(2) of the previous Article or any loaded goods that correspond to any items listed in paragraph 2-(3), Hankyu Ferry may inspect that special hand luggage in the presence of the carriage applicant or a third party.

4. For the carriage of special hand luggage other than loaded goods corresponding to E. of paragraph 2-(2) of the previous Article or for the carriage of loaded goods corresponding to B. of paragraph 2-(3) (hereinafter referred to as “items of high value”), Hankyu Ferry is not liable for damages from the destruction or loss of those items of high value unless their contents and value are declared upon application for carriage by the carriage applicant.

5. The provisions of the previous paragraph will not apply in the following cases.

(1) If Hankyu Ferry knew that they were items of high value when the carriage contract was concluded

- (2) In the event of loss of or damage to the items of high value due to willful misconduct or gross negligence on the part of Hankyu Ferry or its employees  
(Mid-journey disembarkation, etc.)

**Article 5** Hankyu Ferry will not accept requests for the disembarkation of special hand luggage mid-journey, etc. The foregoing does not apply, however, if Hankyu Ferry determines there will be no impediment its operations.

2. If Hankyu Ferry accepts a request by a carriage applicant in accordance with the proviso of the preceding paragraph, required fares and other costs are to be borne by the carriage applicant.

(Suspension, etc. of operations)

**Article 6** In cases corresponding to those described below according to legal provisions and other reasons, Hankyu Ferry may take measures for a scheduled voyage such as suspending departure, changing the ship used, date and time of departure/arrival, route taken, or port of departure/arrival, or placing restrictions on types of special hand luggage (here and onwards, excludes types of loaded goods).

- (1) Cases where weather or sea conditions pose a hazard to the operation of the ship
- (2) Cases where a natural disaster, fire, marine accident, damage to the used ship, or other unavoidable circumstances arise
- (3) When, during a disaster, carrying out smooth evacuation, emergency transport or other similar transport of passengers or cargo
- (4) Cases where ship crew or others involved the carriage go on strike or take part in other dispute activities
- (5) When a passenger has developed an illness or in other situations in which a passenger's life is threatened, or when passenger health may be noticeably damaged
- (6) When illegal behavior occurs such as seizure or destruction of the ship in use
- (7) When there is sufficient reason to believe a passenger has engaged in or attempted to engage in behavior listed in each of the sections of paragraph 1 of Article 18 of "Carriage of Passengers"
- (8) Cases where an order or request is made by a government authority

### **Chapter 3** Fares

(Fare amounts, etc.)

**Article 7** The amounts and methods of application of fares are provided in separate docu-

mentation submitted to the directors of regional transport bureaus (including transport administration managers).

2. These fares do not include the fares and fees for carriage of carriage applicants.

(Collection of fares)

**Article 8** Hankyu Ferry shall collect prescribed fares at its offices, and issue electronic or paper special hand luggage tickets in exchange.

2. When special hand luggage is loaded onto a ship without payment of a fare after the carriage applicant receives permission from the ship's captain or the staff of Hankyu Ferry, payment of the fare for the embarkation interval will be accepted on board, and a supplementary special hand luggage ticket will be issued in exchange.

(Validity of special hand luggage tickets)

**Article 9** Electronic special hand luggage tickets can only be used for the section of travel, validity period, and designated voyage (here and onwards this refers to the voyage's date of boarding, voyage name, and time of departure for the voyage), as well as the type of special hand luggage, recorded in the electronic database (or inscribed on the face of the ticket in the case of paper special hand luggage tickets).

2. When Hankyu Ferry staff check the validity of a passenger's special hand luggage ticket, the passenger will be required to present their authorization code (or paper special hand luggage ticket).

(Handling of fare changes)

**Article 10** When fares are changed, special hand luggage tickets issued by Hankyu Ferry before that change will be valid only for that ticket's usage period.

(Usage period of special hand luggage tickets)

**Article 11** Special hand luggage tickets shall be valid only for the designated voyage recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket).

2. In cases where a carriage applicant delays the loading of their special hand luggage or cannot proceed to another loading due to a personal event of force majeure such as illness of the carriage applicant, or due to measures taken by Hankyu Ferry as prescribed in Article 6, Hankyu Ferry shall provide an extension to the usage period for unused intervals of a special hand luggage ticket for a period of up to 7 days.

3. If the usage period of the special hand luggage ticket elapses after the special hand luggage is loaded onto the ship, the usage period for that ticket shall be extended for the

remainder of the time continuously boarded.

(Change of embarkation)

**Article 12** When a carriage applicant requests a change in the section of travel, designated voyage, or type of special hand luggage, which is recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) prior to the departure of the designated voyage, Hankyu Ferry will amend such changes, limited to one time, at the office where the special hand luggage ticket was sold or at other offices designated by Hankyu Ferry. However, this shall not apply when there is no available transport capacity for the requested change of voyage. Also, for Discounted Products, the applicable method of fares and fees shall be specified in accordance with the provisions.

2. Handling of changes by Hankyu Ferry as prescribed in the previous item shall be free of charge, and when a difference of fares arises for the embarkation interval and special hand luggage type after such a change, Hankyu Ferry will assess any deficiency or refund any excess from the already-collected fare.

(Loss of paper special hand luggage tickets)

**Article 13** If a carriage applicant loses their paper special hand luggage ticket, Hankyu Ferry will assess the fare again and issue a paper special hand luggage ticket in exchange. In such cases, Hankyu Ferry will issue a certificate noting the circumstances. However, this provision may not apply in cases where it is clear the paper special hand luggage ticket was in its owner's possession at the time the special hand luggage was loaded onto the ship.

2. If the carriage applicant discovers the lost paper special hand luggage ticket, within 1 year from the end of the ticket's usage period, they may submit it with the certificate of the previous paragraph to request a refund for the fare from Hankyu Ferry.

(Unauthorized embarkation, etc.)

**Article 14** When a carriage applicant takes action corresponding to any of the items described below, Hankyu Ferry may assess an amount equivalent to double the original fare in addition to the original fare.

(1) Loading special hand luggage onto the ship without possession of an authorization code or paper special hand luggage ticket, without the permission of the ship's captain or the staff of Hankyu Ferry.

(2) Loading special hand luggage onto the ship without a valid authorization code or pa-

per special hand luggage ticket.

- (3) Loading special hand luggage onto the ship with an authorization code or paper special hand luggage ticket that has been altered.
- (4) Loading special hand luggage onto the ship that is a different type or length than that recorded on the authorization code or inscribed on the paper special hand luggage ticket used.
- (5) Refusing a request from Hankyu Ferry staff to present an authorization code or paper special hand luggage ticket or to pay a fare.
- (6) Loading special hand luggage onto the ship by paying a discounted fare or no fare due to an invalid declaration.
- (7) Refusing to hand over the paper special hand luggage ticket at the time of ticket collection.

(Refunds and refund handling fees)

**Article 15** In cases corresponding to those described below, Hankyu Ferry shall refund the amount of the fare as described for each case at the office where the special hand luggage ticket was sold or at other offices designated by Hankyu Ferry.

- (1) When a carriage applicant requests the refund of a special hand luggage ticket prior to the departure of the relevant designated voyage (excluding the cases corresponding to the following item): the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket)
- (2) When a carriage applicant cannot proceed with loading or continue to another loading of their special hand luggage due to a personal event of force majeure such as death or illness of the carriage applicant, and can provide proof such an occurrence, and requests a refund within 30 days from the end of the special hand luggage ticket's usage period: the difference between the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) and the amount of the fare for the sector already used
- (3) When a carriage applicant cancels their Contract of Carriage and requests a refund in the event that Hankyu Ferry has taken any measures stipulated in Article 6, or has fixed a period during which the cancellation fee shall be waived because of the possibility of taking such measures: the difference between the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) and the amount of the fare for the sector already used

- (4) When Hankyu Ferry cancels a carriage contract as stipulated in paragraph 2 of Article 3: the difference between the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) and the amount of the fare for the sector already used
  - (5) When a carriage applicant requests a refund according to the provisions of paragraph 2 of Article 13: the amount inscribed on the face of the paper special hand luggage ticket
2. When paying refunds of fares as described in the previous paragraph, Hankyu Ferry shall assess the prescribed handling fees according to the categories prescribed in the following items, within the amounts prescribed for each item. Hankyu Ferry will not assess a handling fee, however, for refunds pertaining to (3) and (4) (limited to those pertaining to paragraph 2-(1) of Article 3) of the previous paragraph.
- (1) Refunds pertaining to (2), (4) (excluding those pertaining to paragraph 2-(1) of Article 3), and (5) of the previous paragraph: 200 yen
  - (2) Refunds pertaining to (1) of the previous paragraph
    - A. Refunds pertaining to requests made no later than 7 days before the day of departure: 200 yen
    - B. Refunds pertaining to requests made no later than 2 days prior to the date of departure: an amount equivalent to 10% of the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) (when that amount is less than 200 yen: 200 yen)
    - C. Refunds pertaining to requests made no later than the time of departure: an amount equivalent to 30% of the amount recorded on the electronic special hand luggage ticket (or inscribed on the face of the paper special hand luggage ticket) (when that amount is less than 200 yen: 200 yen)
  - (3) When refunding Discounted Products as stipulated in item (1) of the preceding paragraph, a cancellation charge as set forth in the applicable method of fares and fees provided separately by Hankyu Ferry shall apply.
  - (4) When refunding Discounted Products as stipulated in item (3) of the preceding paragraph, Hankyu Ferry shall waive the cancellation charge stated in the applicable method of fares and fees provided separately.

## Chapter 4 Duties of Carriage Applicants

(Loading and unloading)

**Article 16** The loading and unloading of special hand luggage is to be performed by carriage applicants in accordance with instructions of the ship's captain or the staff of Hankyu Ferry.

2. When loading and unloading their special hand luggage, drivers of special hand luggage must carefully operate their special hand luggage using the steering wheel, brakes, and other controls using speeds and methods in a manner that is not dangerous, taking into account the circumstances of the loading and unloading facilities and of their special hand luggage.

(Duty of inspection)

**Article 17** Carriage applicants must inspect their special hand luggage before disembarking. When an irregularity is discovered related to that special hand luggage from such inspections, drivers must report to the ship's captain or the staff of Hankyu Ferry immediately.

(Prohibited actions, etc. for drivers of special hand luggage items)

**Article 18** Special hand luggage drivers shall move at slow speeds when embarking or disembarking the ship or driving on loading/unloading facilities or in guidance paths, and must not cut in front of other vehicles or special hand luggage ahead of them that are embarking or disembarking.

2. When loading or unloading their special hand luggage, special hand luggage drivers must follow the instructions of the ship's captain or the staff of Hankyu Ferry as part of their professional obligation for securing safe transportation.

3. The ship's captain may order the disembarkation of drivers of special hand luggage items who do not follow the instructions described in the previous paragraph.

## Chapter 5 Liability

(Liability of Hankyu Ferry)

**Article 19** For damages arising from destruction or loss of special hand luggage, Hankyu Ferry shall be liable only in cases where the event that caused the damages occurred while said special hand luggage were under the management of Hankyu Ferry, except in cases corresponding to paragraph 4 of Article 4.

2. The provisions of the previous paragraph shall not apply in cases corresponding to those

described below.

- (1) When Hankyu Ferry can show evidence that the ship in use had no structural defects or functional failures, and that Hankyu Ferry and its users had taken necessary measures for preventing the damages in question or for reasons such as force majeure those measures could not be taken
  - (2) When Hankyu Ferry can show evidence that the damages occurred due to an intentional act or negligence of the carriage applicant or a third party, or due to the carriage applicant not obeying the law or these Conditions of Carriage
3. Hankyu Ferry shall not be liable for damages that occurred from measures taken by Hankyu Ferry according to the provisions of Article 6, except in cases where Hankyu Ferry is liable according to the provisions of paragraph 1.

(Right of carriage applicants to claim damages)

**Article 20** Carriage applicants that accepted delivery of special hand luggage without lodging an objection are considered to have abdicated the right to claim damages that occurred related to that special hand luggage against Hankyu Ferry. The foregoing does not apply, however, in cases where damages could not be discovered immediately or in cases of partial destruction, and Hankyu Ferry is notified in writing within 14 days from the day of the delivery.

(Liability claims against carriage applicants)

**Article 21** When a carriage applicant causes damages to Hankyu Ferry due to intentional acts or negligence, or by not obeying the law or the Conditions of Carriage, Hankyu Ferry may claim liability for those damages against that carriage applicant.

Applicable Date

These Conditions of Carriage shall apply from April 1, 2023.