

# Conditions of Carriage

Carriage of Passengers

Marine Shipping Operator

**Hankyu Ferry Co., Ltd.**

## Carriage of Passengers

### Chapter 1 General Rules

(Scope of application)

**Article 1** These Conditions of Carriage shall be applied to the carriage of passengers and their personal effects 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** “Passengers” for these Conditions of Carriage are customers traveling on foot, and for the marine shipping of automobiles, drivers, crew, passengers, and other riders of those automobiles.

2. “Adults” for these Conditions of Carriage are persons 12 years and older (here and onwards, excluding elementary school students (here and onwards, children enrolled at elementary schools (elementary schools, primary curricula of compulsory education schools and elementary sections of special needs schools prescribed in Article 1 of the School Education Act (Act No. 26 of 1947) as well as similar elementary sections of each type of school of paragraph 1 of Article 134 of that same act))).
3. “Children” for these Conditions of Carriage are persons under 12 years of age and elementary school students 12 years of age and older.
4. “Personal effects” for these Conditions of Carriage are objects that passengers can carry or bring by themselves into their cabins which correspond to the items described below.
  - (1) Objects for which the combined lengths of 3 different sides is 2 meters or less that weigh 30 kilograms or less
  - (2) Wheelchairs (Limited to those used by passengers.)
  - (3) Assistance dogs for the disabled (seeing eye dogs, service dogs, and hearing assistance dogs as stipulated in Article 2 of the Act Concerning Assistance Dogs for the Disabled (Act. No. 49 of 2002) that are displaying the identification stipulated in Article 12 of the same act).
5. “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.

6. In these Conditions of Carriage, "embarkation 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 embarkation ticket") or a paper certificate (hereinafter referred to as a "paper embarkation ticket").
7. "Authentication Code" in these Conditions of Carriage means a confirmation number that may be used to prove possession of an electronic embarkation 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 for passengers and their personal effects 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 5

(2) The passenger corresponds to any of the following persons

- A. Persons afflicted with Class I infectious diseases, Class II infectious diseases, a novel influenza infection, etc., or a person afflicted with a designated infectious disease (limited to those that require hospitalization) (includes those with similar symptoms or disease holders without symptoms) or showing signs of a new infectious disease as stipulated in the Act on the Prevention of Infectious Diseases and Medical Care for Patients with Infectious Diseases (Act No. 114 of 1998)
- B. Persons who are drunk, addicted to narcotics, or other persons that may cause trouble for other ship passengers
- C. Persons who are seriously injured or children not enrolled in elementary school that are unaccompanied by an attendant
- D. Persons whose lives are at risk due to their age, health status, or other reasons, or persons with extremely impaired health

(3) The passenger acts in a way that violates or may violate the law or provisions of these Conditions of Carriage

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

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

(Bringing personal effects on board, etc.)

**Article 4** Passengers may bring a limit of 2 items of personal effects (excluding those described in paragraph 4-(2) and -(3) of Article 2; also applies to the paragraphs below) on board into their cabin. However, in consideration of the size of the personal effects and the transport capacity of the ship being boarded, when Hankyu Ferry recognizes no impediments, more than 2 articles may be brought on board.

2. For objects corresponding to those described below, Hankyu Ferry may refuse the bringing of them on board as personal effects, regardless of the provisions of the previous paragraph.

(1) Items that emit an odor, unsanitary items, or other items that may cause trouble for other ship passengers

(2) Firearms, swords, explosives and other items whose use may pose a safety hazard for other passengers, other goods, or the ship in use

(3) Explosives and other items that may pose a safety hazard for other passengers, other goods, or the ship in use

(4) Corpses

(5) Living animals (excluding those described in paragraph 4-(3) of Article 2)

(6) Other items considered inappropriate for carriage

3. If Hankyu Ferry suspects there may be personal effects that correspond to any items listed in the items of the previous paragraph, Hankyu Ferry may inspect those personal effects in the presence of the passenger or a third party.

(Suspension, etc. of operations)

**Article 5** 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.

(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
- (8) Cases where an order or request is made by a government authority

### **Chapter 3 Fares and Fees**

(Amounts, etc. of fares and fees)

**Article 6** The amounts and methods of application of fares and fees for passengers (excludes automobile drivers pertaining to automobile shipping for cases where automobiles are being shipped) and personal effects (hereinafter referred to as “fares and fees”) are prescribed in paragraphs 3 through 5 and provided in separate documentation submitted to the directors of regional transport bureaus (including transport administration managers).

2. Fares and fees do not include meal costs of passengers.
3. In cases corresponding to those described below, fares and fees of children shall be free of charge. The foregoing does not apply, however, for fares and fees where 1 person is using a designated seat or berth.
  - (1) Children under 1 year of age
  - (2) Children 1 year of age or older who is accompanied by an adult and is not enrolled in elementary school (excludes those that embark as a group and those being accompanied by 1 adult beyond 1 person)
4. The fee for personal effects that weigh a total of 20 kilograms or less shall be free of charge.
5. The fee for personal effects described in paragraph 4-(2) and -(3) of Article 2 shall be free of charge.

(Collection of fares and fees)

**Article 7** Hankyu Ferry shall collect prescribed fares and fees at its offices, and issue

electronic or paper embarkation tickets in exchange.

2. When a passenger embarks onto a ship without payment of a fare or fees after the passenger receives permission from the ship's captain or the staff of Hankyu Ferry (hereinafter referred to as "ship crew, etc."), payment of the fare and fees for the embarkation interval, class, and cabin will be accepted on board, and a supplementary embarkation ticket will be issued in exchange.
3. In cases where an automobile is being shipped, when the driver of that automobile intends to stay in a cabin other than the lowest class cabin, Hankyu Ferry will assess the difference between the fare and fees for the corresponding cabin and issue a supplementary embarkation ticket in exchange.

(Validity of embarkation tickets)

**Article 8** Electronic embarkation tickets can only be used for the embarkation interval, usage period, 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 class and cabin, recorded in the electronic database (or inscribed on the face of the ticket in the case of paper embarkation tickets).

2. Embarkation tickets may be used only by the person whose name is inscribed on the boarding application (application for carriage) and may not be transferred to a third party.
3. When Hankyu Ferry staff check the validity of a passenger's embarkation ticket, they will be required to present their authorization code (or paper embarkation ticket).

(Handling of fare and fee changes)

**Article 9** When fares and fees are changed, embarkation tickets issued by Hankyu Ferry before that change will be valid only for that ticket's usage period.

(Usage period of embarkation tickets)

**Article 10** The validity period of a embarkation ticket shall be limited to the designated voyage as recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation ticket).

2. In cases where a passenger delays embarkation or cannot proceed to another embarkation due to a personal event of force majeure such as illness of the passenger, or due to measures taken by Hankyu Ferry as prescribed in Article 5, Hankyu Ferry shall provide an extension to the usage period for unused intervals of an embarkation ticket for a period of up to 7 days.

3. If the usage period of the embarkation ticket elapses after embarkation onto the ship, the usage period for that ticket shall be extended for the remainder of the time continuously boarded.

(Change of embarkation)

**Article 11** When a passenger requests a change in the section of travel, designated voyage, class or cabin of a passenger's voyage, which is recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation ticket) prior to the departure of the designated voyage, Hankyu Ferry will amend such changes, limited to one time, at the office where the embarkation ticket was sold or at other offices designated by Hankyu Ferry. The foregoing does not apply, however if the voyage to which the change will be made does not have sufficient extra transport capacity. 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 and fees arise for the embarkation interval, class, and cabin after such a change, Hankyu Ferry will assess any deficiency or refund any excess from the already-collected fare and fees.

(Change of embarkation after departure of a designated voyage)

**Article 12** In the event that a passenger requests a change in the section of travel, class or cabin of the ship recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation ticket) following embarkation, Hankyu Ferry shall honor such a request only if there is available transport capacity and the change results in a higher class or cabin. In such cases, Hankyu Ferry shall assess the difference between the amount of fares and fees corresponding to the new section of travel, class and cabin and the amount of fares and fees already collected, and issue a supplementary embarkation ticket in exchange.

(Loss of paper embarkation tickets)

**Article 13** If a passenger loses their paper embarkation ticket, Hankyu Ferry will assess the fare and fees again and issue a paper embarkation 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 embarkation ticket was in its owner's possession at the time of their embarkation.

2. If the passenger discovers the lost paper embarkation 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 and fees from Hankyu Ferry.

(Unauthorized embarkation, etc.)

**Article 14** When a passenger takes action corresponding to any of the items described below, Hankyu Ferry may assess an amount equivalent to double the original fare and additional fees in addition to the original fare and fees. In such cases, if the passenger's class cabin is unclear, the passenger will be considered having boarded in the highest class of cabin.

- (1) Embarkation without possession of an authorization code or paper embarkation ticket, without the permission of ship crew, etc. of Hankyu Ferry.
- (2) Embarkation with an invalid authorization code or paper embarkation ticket.
- (3) Embarkation with a authorization code or paper embarkation ticket that has been altered.
- (4) Embarkation by someone other than a person that can use the corresponding authorization code or paper embarkation ticket.
- (5) Refusing a request from Hankyu Ferry staff to present an authorization code or paper embarkation ticket or to pay a fare or fee.
- (6) Embarkation by paying a discounted fare or fees or no fare or fees due to an invalid declaration.
- (7) Refusing to hand over the paper embarkation 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 and fees as described for each case at the office where the embarkation ticket was sold or at other offices designated by Hankyu Ferry.

- (1) When a passenger requests a refund for a embarkation ticket prior to the departure of the relevant designated voyage (excluding cases falling under the following item and (3)), the amount recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation
- (2) When a passenger cannot proceed with embarkation or continue to another embarkation due to a personal event of force majeure such as death or illness of the passenger, and can provide proof such an occurrence, and requests a refund within 30 days from the end of the embarkation ticket's usage period: the difference between the amount recorded on the electronic ticket (or on the face of the paper embarkation ticket) and



the amount of the fare and fees for the section already used

(3) When a passenger cancels their Contract of Carriage and requests a refund in the event that Hankyu Ferry has taken any measures stipulated in Article 5, 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 embarkation ticket (or on the face of the paper embarkation ticket) and the amount of the fare and fees for the section already used

(4) When Hankyu Ferry cancels a Contract of Carriage as stipulated in paragraph 2 of Article 3: the difference between the amount recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation ticket) and the amount of the fare and fees for the section already used

(5) When a passenger requests a refund according to the provisions of paragraph 2 of Article 13: the amount inscribed on the face of the paper embarkation ticket

2. When paying refunds 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 before the day of departure: an amount equivalent to 10% of the amount recorded on the electronic embarkation ticket (or inscribed on the face of the paper embarkation 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 embarkation ticket (or inscribed on the face of the paper embarkation 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 passengers

(Prohibited actions, etc. for passengers)

**Article 16** Passengers must not perform the following actions.

- (1) Manipulate without good reason ship control equipment such as equipment for transportation or operation devices for equipment for the embarkation or disembarkation of passengers as pertaining to the ship.
  - (2) Enter prohibited areas within the ship without good reason.
  - (3) Smoking in areas within the ship where smoking is prohibited.
  - (4) Manipulate or move without good reason devices and equipment to be used in emergencies such as fire extinguishers, emergency alarm devices, and life jackets.
  - (5) Manipulate or move without good reason devices and equipment used to stow vehicles and their cargo.
  - (6) Manipulate or move without good reason equipment for the embarkation and disembarkation of, or to prevent the falling of passengers and vehicles such as boarding ramps and safety gates.
  - (7) Damage or move without good reason signs indicating methods of passenger or vehicle embarkation or disembarkation, or other signs or notices placed for the safety of passengers.
  - (8) Throwing or launching of objects such as rocks, glass bottles, or pieces of metal towards the ship that may damage the ship or injure persons or damage loaded goods on the ship.
  - (9) Dumping of goods from the ship into the sea which are prohibited from being dumped at sea.
  - (10) Engage in conduct that interferes with the execution of the duties of ship crew, etc.
  - (11) Behavior that makes other ship passengers uncomfortable or causes them trouble.
  - (12) Acts that disrupt order or morality, or harm sanitation on board the ship.
2. When embarking or disembarking or moving within the ship, passengers must follow the instructions of ship crew, etc., of Hankyu Ferry as part of their professional obligation

for securing safe transportation and maintaining order on the ship.

3. The ship's captain may refuse to allow to board or order the disembarkation of passengers who do not follow the instructions described in the previous paragraph.

(Storage of personal effects)

**Article 17** Passengers must store under their own responsibility personal effects brought on board into their cabins.

(Entries in the passenger list)

**Article 18** Passengers must fill out the following information in the passenger list as specified in Article 15 of the Maritime Transportation law (Law No. 187 of 1949), including cases where it is applied in accordance with Article 21-5 of the same law.

(1) Full name

(2) Age, date of birth, or classification as an adult, child, or infant

(3) Gender

(4) Depending on the classification of the passenger, the following information must be provided:

A. For passengers other than those listed in B, the address or the name of the municipality listed in the residence certificate

B. For foreign passengers who do not have an address in Japan, their nationality and passport number

(5) Date of boarding, port, and the port of disembarkation

(6) The need for assistance or support in case of accidents, disasters, or other emergencies.

## **Chapter 5** Liability

(Liability of Hankyu Ferry)

**Article 19** Hankyu Ferry shall be liable for damages that occurred due to harm to the life or body of passengers that obey the instructions of ship crew, etc., of Hankyu Ferry for the duration from the time the passenger reaches the embarkation/disembarkation facilities (here and onwards, when there is a ticket gate, this is the ticket gate) of the port of embarkation until leaving the embarkation/disembarkation facilities at the port of disembarkation, unless the transporter can show evidence that it did not neglect to give warnings related to transport.

2. Regardless of the provisions of the previous paragraph, Hankyu Ferry shall not be responsible for cases corresponding to those described below.

- (1) If Hankyu Ferry transports when a major disaster, an earthquake or another disaster occurs or is likely to occur
- (2) If Hankyu Ferry transports a person likely to be put at grave risk to life or body by vibrations that normally occur during transport
3. Hankyu Ferry shall be liable for damages arising from destruction or injury to personal effects or other stored objects of passengers only in cases where there is evidence that there was intent or negligence on the part of Hankyu Ferry or its users.
4. Hankyu Ferry shall not be liable for damages that occurred from measures taken by Hankyu Ferry according to the provisions of Article 5, except in cases where Hankyu Ferry is liable according to the provisions of paragraph 1 or the previous paragraph.

(Insurance Contract)

**Article 20** In order for Hankyu Ferry to be liable for compensation for damages pertaining to the preceding Article, Paragraph 1 (except in cases where Hankyu Ferry is exempted from liability under Paragraph 2 of the said Article), Hankyu Ferry shall, for each ship in operation, insure the loss arising from compensation for damage to the life or body of a passenger resulting from the operation of the said ship, up to the maximum amount to be covered for each passenger of the prescribed number of passengers (which is the maximum number of passengers provided in Article 9, Paragraph 1 of the Ship Safety Law (Law No. 11, est. 1933)) of the ship. Hankyu Ferry has insurance or mutual aid contracts that include a limit of 100 million yen or more per passenger eligible for liability.

(Liability claims against passengers)

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

Applicable Date

These Conditions of Carriage shall apply from October 1, 2024.