

## **FRS GENERAL TERMS OF AGREEMENT FOR PASSENGER TRANSPORT**

The present General Terms of Agreement for Passenger Transport are published and made available for public consultation prior to ticket booking and purchase, both on paper, at all official Points of Sale of FÖRDE REEDEREI SEETOURISTIK Iberia S.L.U. [Limited Sole Proprietorship], FÖRDE REEDEREI SEETOURISTIK España S.L.U., FÖRDE REEDEREI SEETOURISTIK Canarias [Canary Islands] S.L.U. (hereinafter referred to as FRS), and digital formats, on the Company website ([www.frs.es](http://www.frs.es)).

### **1.- DEFINITIONS**

"Carrier" shall be Company FÖRDE REEDEREI SEETOURISTIK Iberia S.L.U., FÖRDE REEDEREI SEETOURISTIK España S.L.U., FÖRDE REEDEREI SEETOURISTIK Canarias S.L.U., whose nature of business is the transport of passengers and their luggage by sea in its vessels, be they owned, rented or chartered, in any mode of use and/or management.

"Passenger transport system" shall be any sea or inland waterway carriage of passengers conducted in accordance with a public timetable.

"Ship" shall be any vessel used for sea or inland waterway transport.

"Passenger transport agreement" shall be the carriage agreement between the Carrier and a passenger for the provision of one or more passenger transport services.

"Ticket" shall be a document validly issued by the Carrier in virtue of the executed Passenger transport agreement.

"Carry-on or cabin luggage" shall be any handbag, suitcase or bag boarded by the passenger, which contains their personal effects and/or any items for use and comfort of the passenger throughout the journey.

"Checked luggage" shall be any vehicles and/or baggage and/or parcels and/or suitcases which contain passengers' personal effects exclusively.

### **2.- LAWS APPLICABLE AND LIABILITY REGIME**

The present agreement for transport of passengers and their luggage by sea shall be subjected to the Spanish Law, any applicable European Regulations and any International Agreements of which Spain is a part. Specifically, the present Passenger transport agreement shall be governed by European Regulation 1177/2010, 1974 Athens Convention and its 2002 London Protocol, as ratified by Spain, and Spanish Law 14/2014 of July 24, on Marine Navigation, as well as any amendments made therein from time to time and/or any new regulations which may become applicable as regard passenger transport agreements.

The above legal framework is hereby deemed incorporated into the present Passenger transport agreement and shall be applicable to every passenger who has the corresponding ticket, regardless of their nationality.

The Carrier's liabilities for death of or injuries to any passenger and/or damages to or loss of

their luggage and/or vehicle, the characteristics of which shall be reflected in the ticket for identification, be limited to the maximum established under the above 1974 Athens Convention and its 2002 Protocol.

Any indemnifications and limitations of liability of the Carrier shall extend to any shipowners, managers, agents, ship operators (other than the Carrier), effective carriers, stevedores and terminal operators, as well as any servant, employee or contractor (including their own contractors) or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to execute the present agreement directly with the Carrier or not.

### **3.- PASSENGER TRANSPORT AGREEMENT**

In virtue of this agreement for passenger transport by sea, which shall be made effective with the issue of the corresponding passenger ticket and boarding pass, FRS undertakes, for a determined price, to carry the passenger by sea and, where applicable, their luggage, from the boarding port to the arrival one, under the present terms of passenger transport by sea which have been expressly incorporated hereinto.

#### **3.1.- The passenger ticket and the boarding pass**

The passenger ticket (the "Ticket") is personal and non-transferable and may be issued in electronic format. The agreement for passenger transport by sea is made effective with the payment of the ticket duly issued by FRS, understanding that the passenger, by simply using such a ticket for transport, expressly accepts all the terms and conditions thereof, including the present conditions for passenger transport.

Only those individuals who have a ticket and boarding pass for the date, time and route indicated thereunder shall board the ships. Any passenger holding a ticket issued under the name of another person shall be considered as a ticketless passenger and, therefore, shall be obliged to promptly pay the price of such a ticket, notwithstanding any further reports made by FRS to the authorities and the consequent liabilities.

Any sale tickets issued shall subject to specific terms which must be duly published and should be consulted from time to time. All passengers shall make sure that they are aware of any particular terms regarding the chosen fare. Sale tickets sold may not be changed or returned.

Passengers shall have any lawfully required documents for entry in the destination country as may be required by FRS staff for mere verification, indemnifying FRS against liabilities in case that the authorities of the said country consider that the documents submitted by any passenger are insufficient and/or not valid for entry. In any case, passengers shall have a valid national ID card or any document which certifies their identity, and/or travel permit or visa, and/or passport, valid for at least three months after the expected departure date from the Schengen territory, and shall have been issued within 10 years prior to the date of entry.

The ticket price does not include on-board food, drinks or any kind of living expenses, nor

any other services not expressly included in the fare chosen.

Any passenger holding an "OPEN" ticket, that is, with an open boarding date, must confirm departure with sufficient notice to ensure that they depart on the date and at the time desired. FRS is hereby indemnified against any lacks of availability in the ship and/or the route requested by the passenger.

If, after purchasing or booking the ticket for a given date and route, the passenger whose name appears therein wishes to make cancellations or modifications, they may obtain a refund depending on the route, any penalties applicable at the moment of the request (which may be checked in the applicable price list and in the terms of cancellation made public) and the type of ticket (open or fixed-time). Any modification to the ticket must be requested within a year from the date of issue thereof. Any refunds requested by the passenger shall be made effective in the same currency as the corresponding tickets were purchased.

FRS is hereby indemnified against any loss of tickets or boarding passes. The passenger must keep both documents throughout the journey. For any claims, the passenger must submit a copy of the travel ticket and of the boarding pass, otherwise their complaint may not be processed.

#### **3.2.- Where to book and purchase tickets**

Tickets enabling passenger transport in FRS vessels may be purchased by calling the following FRS booking phone numbers: +34.956.68.18.30/+34.956.63.72.82/+212.53.9.94.26.12/+49.461.8.46.03; in travel agencies; in FRS Points of Sale; on FRS website [www.frs.es](http://www.frs.es); and in the Ports of Departure of Algeciras, Ceuta, Tarifa, Tangier, Tangier Med, Motril, Melilla, Huelva, Arrecife, Las Palmas de Gran Canaria and Santa Cruz de Tenerife.

#### **3.3.- Basic, reduced, sale and special fares**

FRS offers transport services subject to their general, sale and/or special fares, which are duly published in all selling points, official FRS Points of Sale and in the company website. The terms and conditions of such fares shall be displayed together with the above. FRS reserves the right to modify the said fares without prior notice.

Entitlement to reduced fares may be exercised by those passengers who, at the required moment, exhibit original documents or certified copies thereof, which certify any personal situations entitling them to enjoy the said reductions. Specifically, passengers may submit, where applicable, their ID cards, passports, military ID cards and/or large family cards as follows:

- a) **Large family:** There are reductions applied to use of regular sea transport lines for large families in virtue of Spanish Royal Decrees 1621/2005 of Dec 30, which approves Regulations of Spanish Law 40/2003 of Nov 18, on large family protection. In order to enjoy such a reduction, the interested parties must exhibit their large family cards or any documents which duly certify such status and the corresponding category within.

**b) Residents:** From Nov 1, 2014, in accordance with Spanish Royal Decree-Law 1/2014, any sea carriers issuing tickets subsidised for residents of non-peninsular territories (Ceuta, Melilla, Balearic and Canary Islands) have been incorporated into the electronic system of residence certification (SARA) in all sales channels.

The valid ID documents for verification under SARA electronic system shall be as follows:

- For citizens of Spain, Switzerland, EU Member States or signatory Countries of the Agreement on the European Economic Area: A valid ID card or passport.
- For relatives of citizens of EU Member States or signatory Countries of the Agreement on the European Economic Area: A Spanish residency card for EU citizens' relatives.
- For third-country citizens who are long-term residents: A foreigners' ID card certifying long-term resident status.

There are several cases in which it is not possible to prove residency through SARA and it is necessary to exhibit the original documents. Thus, FRS strongly recommends carrying any residency certificates in all cases and, especially:

- When travelling with children below 14 years old who have no ID card, in which case the children's residency certificates must be exhibited.
- When residency has never been checked electronically, or there has been a recent change of address.
- When the system has ever notified of a problem regarding the passenger's residence.

**c) Military forces:** FRS offers discounts for military staff or members of the Forces of Security of the State who are covered by an agreement signed with FRS and travel at the expense of the State or their own in regular lines within Spain. Any special fares are subjected to the agreements in force executed between the State and FRS for such purposes.

### **3.4.- Luggage**

Every passenger's luggage can be carried, provided that they do not contain goods subject to or susceptible of being marketed. Luggage carried within or on any vehicle boarded and, in general, any luggage that passengers keep with themselves, under their custody or control throughout the journey, shall be subjected to the above. In short, no luggage may be permitted on board unless it is not intended for marketing or sale. Checked luggage, including vehicles, is subjected to the published fares.

No liabilities may be accepted for items owned by the passengers which have not been

previously placed under the Captain's custody with an express statement of their nature and value.

No dangerous goods may be boarded without prior declaration of their nature to FRS and without the consent of the latter for transport. Said goods must be properly marked and labelled in compliance with the regulations in force for each type of any such goods. Even where the said dangerous goods have been properly declared and boarded, these may be unloaded, destructed or transformed in harmless goods whenever implying an actual risk for any individual or object, with no entitlement to compensation, in virtue of article 232 of the Law of Marine Navigation (Law 14/2014 of Jul 24).

### **3.5.- Vehicle carriage**

Any vehicles boarded by passengers shall be considered Checked luggage and shall be subjected under the corresponding passenger ticket to the same regime of liabilities and custody as that of the passenger.

Each passenger may only board with one single vehicle, provided that the said vehicle does not contain goods or items subject to or susceptible of being marketed. Any vehicle suspected by the crew of containing any such goods shall be denied boarding and must be carried as load, under the protection of the corresponding bill of lading. In such a case, if a passenger refuses to board with their vehicle as load, once they have paid for its carriage, they shall not be entitled to any refund.

Sightseeing coaches, lorries, cargo lorries, with or without driver, as well as any kind of trailer, semitrailer and, in general, any vehicles other than private cars and those which are not in proper condition to circulate, shall be carried as load.

FRS may apply additional fees to the vehicle fare by way of vehicle height, which must be consulted and directly paid at the boarding port. In this respect, the total height of the vehicle shall be that reflected in the vehicle papers plus the height of any luggage loaded or tied up on it by the passenger.

If the vehicle to be boarded with must be applied a booking code or fare other than indicated in the ticket, the passenger's entitlement to board said vehicle shall cease with no possibility to obtain a refund for the ticket purchased. To be able to board with the vehicle, the passenger must pay the difference and any management fees which become applicable.

Vehicle loading and unloading is performed by passengers themselves under their sole responsibility, always in compliance with the ship crew's instructions and parking in the place indicated. For safety reasons, the passenger shall leave the vehicle in first gear, hand-braked and locked.

Throughout the journey, it is prohibited to enter the car deck, except when duly announced rounds are organised and in the company of a crew member.

Any passenger who wishes to board with their vehicle must have all necessary documents available for unloading and customs control at the destination port. FRS is hereby indemnified against responsibilities in case the vehicle papers exhibited by the passenger are incomplete or incorrect, according to the

authorities of the destination country. All costs derived from vehicle loading, unloading and customs dispatch are to be borne by the passenger. Any costs incurred for damages caused by the vehicle to the ship or any third parties shall be borne directly by the passenger.

### **3.6.- Introduction of products of animal origin and plant products into the European Union**

The Spanish and EU regulations in force, with the aim of establishing specific measures to protect public, animal and plant health from personal consignments of non-commercial products which form part of the luggage of travellers of third-country origin, prohibit the introduction of:

1.- Meat and meat products, milk and milk products.

2.- Other products and by-products of animal origin, except those listed under Commission Regulation (EC) No. 206/2009 of Mar 5, 2009 on the introduction into the Community of personal consignments of products of animal origin and amending Regulation (EC) No. 136/2004.

3.- Vegetables and plant products of species sensitive to any of the harmful organisms listed under Spanish Royal Decrees 58/2005 of Jan 21, which adopts protection measures against the introduction and spread into the Spanish territory and the European Community of organisms which may be harmful for vegetables or plant products, as well as for the export and transportation thereof into third countries.

Passengers shall submit those products to any customs, plant health and/or police controls applicable.

The above shall be subjected to Spanish Law 8/2003 of Apr 24 on animal health and its framework of offences and penalties, Law 43/2002 of Nov 20 on plant health and Law 33/2011 of Oct 4 on public health, notwithstanding any further liabilities of general, criminal character or otherwise which passengers may incur when carrying any of the above forbidden products.

### **3.7.- Terms and conditions for boarding**

Passengers shall show up at the port boarding offices 90 minutes before the departure time indicated in the ticket to collect their boarding passes and exhibit any documents required for the journey. Failure to exhibit any documents required for the journey and/or by the destination country may result in denied boarding with no right to a refund of the ticket price. In the same way, passengers shall show up in time to follow as many instructions and procedures prior to boarding as may be indicated by FRS staff. Any passenger who, for any reason unconnected to FRS, does not board the ship, shall not be refunded the price of their ticket.

FRS shall determine the "due time for boarding admission" after which boarding shall be denied to any passenger who has not collected their boarding pass. For boarding admission, passengers must have their boarding passes at hand and, whenever applicable, their checked luggage and vehicle ready for loading. FRS

shall duly notify all passengers of the said due time for boarding admission in each journey by publishing that information at the ticket offices and/or boarding areas.

FRS is hereby indemnified against liabilities for denied boarding of passengers showing up after the due time for boarding admission.

### **3.8.- Route**

FRS may freely execute its carriage services by following the route and itinerary as it deems convenient, unless otherwise agreed, and may change course to save or try to save human lives or goods in the sea, or make as many stops and course changes as deemed necessary by the Captain for the best common interests.

FRS may freely execute passenger carriage either in the ship indicated in the ticket or in another ship or other ships of its own, or any ships under their control or chartering; or use any other means of transport whatsoever, either directly or indirectly bound for the corresponding arrival port.

FRS may freely transfer passengers and/or their luggage to other ships, whenever necessary to complete the journey subject matter of the transport agreement.

### **4.- PASSENGERS WITH SPECIAL REQUIREMENTS**

FRS shall arrange assistance for boarding, deboarding and during the journey, by informing travellers and meeting any special access and transport requirements at ports, in compliance with Spanish Royal Decrees 1544/2007 of Nov 23, which regulate the basic terms for accessibility and non-discrimination for access and use of means of transport by people with disabilities, and Regulation (EU) No. 1177/2010.

Passengers shall be fully informed of any rights and services which they are entitled to in formats accessible to everybody. Any essential information provided to passengers shall be delivered in formats accessible to people with disabilities and/or reduced mobility.

Given the specificities of maritime passenger carriage, especially the safety measures implemented on board ships, requests for assistance must be made in due time and form. Otherwise, FRS may not guarantee the arrangement of the assistance, even when making the best efforts to provide the necessary assistance depending on the circumstances.

#### **4.1.- Request for Accessibility Assistance**

Accessibility assistance may be requested at ports, travel agencies or via email to [booking@frs.es](mailto:booking@frs.es) on ticket booking or purchase.

With the aim of arranging proper assistance and personalised information on the types of accessibility assistance services available on each vessel, as well as adapting the said services to the applicant's requirements, any passengers with disabilities and/or reduced mobility are encouraged to promptly notify of their needs, at least 48 hours prior to boarding. Each passenger shall receive a confirmation by FRS acknowledging successful receipt of the notice on the assistance needs.

When no request for assistance is made, FRS shall make their best efforts to provide proper assistance for passengers with disabilities and/or reduced mobility to board, deboard and travel in the ship for which the ticket has been purchased, or in any other ship which best meets the passenger's special needs.

In order to successfully process the assistance request, FRS must have been informed of the passenger's needs. On ticket sale or booking, any passenger with special accessibility or assistance requirements must choose one of the following options:

- Passenger travelling on their own wheelchair and occupying a place designated therefor.
- Passenger travelling on a folding wheelchair and occupying a regular seat.
- Passenger with impaired hearing or vision, with or without support dog.
- Passenger with reduced mobility.

In case any such passenger is assigned a regular seat, the wheelchair should be folding to enhance carriage thereof. If any passenger does not leave their wheelchair throughout the journey, there are areas provided with anti-slip flooring, anchoring and seatbelts to ensure a safe journey.

In case a transit wheelchair is required for transfers at the port and/or access the ship, it must be requested on ticket booking or purchase.

In case there are simultaneous passengers with special requirements, FRS undertakes to arrange the proper assistance to promptly meet the needs notified.

#### **4.2.- Accessible meeting points**

FRS at-port meeting points for people with disabilities and/or reduced mobility to notify of their arrival and request assistance are located at FRS Points of Sale at the maritime station of all ports where it operates.

#### **4.3.- Showing up at the due location and in due time for assistance**

Once the service has been requested, the passengers shall show up at the meeting point designated by FRS at any applicable port, information on which has been previously provided, at least 90 minutes before the departure time established, in order to grant a successful transfer and seating of such passengers in the ship.

On arrival in the destination, any such passenger shall be accompanied into the designated port meeting point.

#### **4.4.- Boarding and seating**

Depending on the vessel and the line, any passenger with special requirements may be boarded before or after the rest of passengers, at FRS's discretion. In case boarding is performed after the rest of passengers, any passengers with disabilities and/or reduced mobility and their companions may wait at the

carriage/pre-boarding room until any member of FRS staff signals them to board the ship. Moreover, FRS staff shall offer assistance to access the ship and carry their luggage.

Once on board, in case any passenger with disabilities and/or reduced mobility wishes to travel on their wheelchair, a staff member shall take them to the designated area. In case any such passenger prefers a regular seat, the staff will arrange it and proceed to the seating.

Should boarding be denied in order to comply with the safety requirements set forth by the authorities or because safe boarding is impossible, the affected passenger may choose between a refund and an alternative route, subject to compliance with all safety requirements. Upon request, the reasons for any such denied boarding shall be notified in written form to the person with disabilities and/or reduced mobility.

#### **4.5.- Accessibility services in FRS ships**

FRS ships offers the following accessibility features, subject to availability:

- Lift with a wheelchair ramp.
- Reserved parking spaces next to the access areas specially adjusted for people with disabilities and/or reduced mobility.
- Wheelchair ramps at the gates between the car deck and the passengers' area.
- On-board wheelchairs.
- Stair safety signs for people in wheelchairs.
- Adjusted seats with seatbelts and numbering in Braille.
- Toilets with alarm buttons.
- Safety rules in Braille.
- Folding ramp to enhance accessibility in passengers' area stairs.
- Mobile stairclimbers for wheelchairs.

Once the assistance service has been requested, the applicant shall be informed of any services specific to the ship designated for carriage.

#### **4.6.- Travelling with assistants**

In case it is strictly necessary to meet the safety requirements and feasibility conditions of boarding, deboarding and carriage of a person with disabilities and/or reduced mobility, FRS may require any such passenger to have a capable assistant to provide them with the necessary care. In such a case, the assistance's carriage shall be free of charge.

#### **4.7.- Support dogs**

Support dogs are trained in specialist and officially accredited schools to accompany, lead and assist people with disabilities.

Accredited support dogs are subject to and must comply with the Spanish and EU

regulations in terms of health, training, vaccination and travel.

The owner of or passenger to whom the support dog accompanies shall be solely responsible for holding all necessary documents and checking them before boarding, as well as making sure that the support dog can enter the boarding and deboarding ports and that there are no prohibitions regarding deboarding of such a dog at the ports of call or arrival. Therefore, any such passenger must hold all certificates required by the authorities for both departure from and return to Spain, indemnifying FRS against liabilities for a dog denied deboarding at the arrival port by the corresponding authorities.

In all cases, the passenger shall be entirely responsible for the boarded support dog, which must be fully equipped at all times while on board and at the boarding/deboarding areas with a muzzle, short lead and collar, and remain next to its owner or holder.

Support dog travel is free of charge and the passenger shall inform the company of their need to travel with the dog on ticket booking or purchase.

#### **5.- PET CARRIAGE**

Domestic animal carriage shall be conducted in the area designated for such a purpose in the ship and always in a proper container provided by the passenger and located out of the passengers' area. When loading a vehicle, any domestic animals may travel inside the vehicle at the hold. The pet owner shall be responsible for food and water provision as well as for ensuring general welfare of their pet.

Any such passenger shall inform the company of their intention or need to travel with domestic animals on ticket booking or purchase and at least 4 hours before the expected departure. Whenever applicable, FRS shall inform passengers of the feasibility of boarding and carrying domestic animals.

Registered support dogs are the only animals authorised to travel at the passengers' area.

Passengers must ensure compliance with the requirements applicable to animal travel and have the necessary documents at hand. The owner of or passenger to whom the pet accompanies shall be solely liable for holding all necessary documents and checking them before boarding, as well as making sure that the animal can enter the boarding and deboarding ports and that there are no prohibitions as regards deboarding of such a pet at the ports of call or arrival. Therefore, any such passenger must hold all certificates required by the authorities for both departure from and return to Spain, indemnifying FRS against liabilities for an animal denied deboarding at the arrival port by the corresponding authorities.

Depending on the length and specificities of the journey, FRS reserves the right to modify pet carriage conditions in virtue of any specific requirements.

Pet carriage may be subject to specific fares which shall be published together with the rest of passenger fares.

#### **6.- PREGNANT WOMEN CARRIAGE**

Every pregnant passenger must inform FRS of their pregnancy state prior to boarding at the official Points of Sale or ticket offices.

Passengers below 36 weeks of pregnancy and 32 weeks in case of twin pregnancy (on either departure or return) may board the ships provided that they notify of their state prior to boarding at the official Points of Sale or ticket offices, submitting a valid certificate issued and signed by a doctor confirming their pregnancy state, that the passenger is in good condition to travel and that there is no risk for her health or that of the foetus. A validly issued certificate must be dated and signed by the doctor within 7 days prior to the date of departure.

Failure to submit such a certificate, submission of a certificate which does not comply with the requirements to be considered validly issued or a pregnancy state over 36 weeks (or 32 weeks in case of twin pregnancy) shall involve denied boarding to protect the passenger's and her foetus's safety.

#### **7.- TRAVELLING WITH CHILDREN**

Minors must be identified with a valid individual ID document in virtue of Regulation (EC) No. 2252/2004 and Regulation (EC) No. 444/2009 of the European Parliament and of the Council, amending the latter, on standards for security features and biometrics in passports and travel documents issued by Member States, as amended.

Passengers below 14 must be accompanied by an adult. If any such companion is not one of the minor's parents or guardian, the Spanish National Police shall issue a document for the parents or guardians to authorise the minor to travel without them. The said document shall be requested at any police stations prior to the departure date. In such a case, any individuals exercising guardianship of the minors at the moment in which the journey takes place shall be held responsible for them.

FRS does not provide a service to accompany minors on board, so, to ensure the protection of minors in their own best interest, minors under the age of 14 are not permitted to travel alone, but must under all circumstances and without exception be accompanied by an adult, i.e. a person over the age of 18 years

Any such minor's parents, guardians and/or representatives shall ensure to hold all required documents ready for exhibition or submission at the arrival port, indemnifying FRS against liabilities incurred in case the authorities consider such documents insufficient.

#### **8.- ON-BOARD SERVICES**

All FRS ships offer on-board bars, cafés and catering available for passengers.

Products offered in duty-free boutiques may not be acquired in amounts exceeding the maximum set forth by the tax and/or customs regulations in force. Said limits shall be published in the said shops for consultation by passengers.

#### **9.- THE CAPTAIN AND ON-BOARD DISCIPLINE**

The authority and management of the ship lies over the Captain, who is also chief of the crew and shall have a public authority status on board. The Captain shall enforce any lawful and statutory regulations applicable to the ship or any person travelling in it, especially with

regard to maintaining on-board order and safety.

The Captain may adopt as many disciplinary measures as they deem convenient to maintain the order in the ship and to ensure safety of everybody on board.

Crew members, passengers and, in general, anyone on board shall obey the Captain's orders, notwithstanding their right to lodge any claims as they deem convenient to the competent administrative or judicial authority on arrival.

#### **10.- DELAYS AND CANCELLATIONS**

In case of cancellation or delay, FRS shall inform passengers of the expected departure and arrival times as soon as such information becomes available.

For refunds of tickets issued by FRS, the interested party shall go to any of the offices or Points of Sale. Tickets issued by travel agencies are to be reimbursed by them. Reimbursement, in either case, shall be made in the same method and currency as the tickets were purchased. Under no circumstances shall issuance costs be refunded.

Specific reimbursement conditions in case of cancellations or delays in departures can be found under EU Regulation No. 1177/2010, available at all Points of Sale, ticket and general FRS offices and online on [www.FRS.es](http://www.FRS.es).

#### **11.- PASSENGERS' RIGHTS**

Regulation (EU) No. 1177/2010 establishes a series of regulations and rights applicable to:

- Passengers whose boarding port is located within the territory of a Member State.
- Passengers whose boarding port is out of the territory of a Member State and whose deboarding port is located within the territory of a Member State, provided that the service operator is a company of the European Union.

The above also regulate non-discrimination between passengers with regard to transport conditions offered by carriers, non-discrimination and assistance for disabled persons and persons with reduced mobility, the rights of passengers in cases of cancellation or delay, minimum information to be provided to passengers, the handling of complaints and the general rules of enforcement. In all these matters, FRS subjects to the above Regulation.

#### **12.- CLAIMS**

In virtue of Regulation (EU) No. 1177/2010, where a passenger wants to make a complaint, he shall submit it within two months from the date on which the service was or should have been rendered to FRS registered address, notwithstanding their right to take as many legal actions as they deem convenient.

#### **13.- CANCELLATION COSTS**

##### **- Huelva – Islas Canarias Line**

Cancellation of services shall have a cost depending on the period of notice:

- Where cancellations are made on the day of the ticket purchase, no costs are applicable.
- Where cancellations are made at least 72 hours before the expected departure date, a cancellation fee amounting to 8.5% of the ticket price shall be generated, equivalent to the booking fees.
- Where cancellations are made within 72 hours prior to the departure date, a cancellation fee amounting to 20% of the ticket price shall be generated.
- Where cancellations are made after the departure date, a cancellation fee amounting to 30% of the ticket price shall be generated.

The period of notice shall start when FRS effectively processes the cancellation request.

**Tarifa – Tanger Ville, Algeciras – Tanger  
Med, Ceuta – Algeciras Lines**

Ticket refunds shall be subjected to the following terms:

FIXED-TIME\* tickets:

1. Where cancellations are requested at least 48 hours before the departure date, 10% of the ticket price shall not be refunded.
2. Where cancellations are requested between 2 and 48 hours before the departure date, 20% of the ticket price shall not be refunded.
3. Where cancellations are requested within 2 hours before the departure date, no refunds shall be granted.

FIXED-TIME ticket\*: a ticket where dates and routes are fixed. OPEN ticket: a ticket where the return dates and routes are yet to be defined.

\*Except in OPE [Strait of Gibraltar Crossing Operation] and Marhaba periods.

In case of bookings made online and through the APP, no particular costs are applicable.