

Conditions of Carriage

Chapter 1 General Rules

The Contract of Carriage between Meimon Taiyo Ferry (hereinafter referred to as the 'Carrier') and the passenger (hereinafter also referred to as the 'Passenger' or 'Passengers'.) are evidenced by the booking confirmation/tickets issued by the Carrier.

The Contract shall be executed under the Conditions of Carriage.

Article 1 Scope of Application

1. The Conditions of Carriage(hereinafter referred to as the 'Conditions') shall be applied for the carriage of passenger and luggage (including hand baggage, any accompanying article and/or vehicle and/or bikes) on the routes Osaka Nanko – Shin Moji v.v..
2. Matters not provided in the Conditions shall be based on the related Laws and Regulations or General Customs.
3. When the Carrier undertakes the transportation under the individual contract which is within a limit without acting contrary to the Conditions, the Conditions of the individual contract shall be applied.

Article 2 Definitions

1. In the Conditions, "Passenger" means passengers, drivers and crew of the vehicles.
2. In the Conditions, "Adult" means the passenger of 12 years and over.
3. In the Conditions, "Child" means the passenger of 11 years and under, except the student over 12 years of primary school or equivalent.
4. In the Conditions, "Baggage" means the baggage brought by the Passengers themselves into the ship and falling under any of the followings.
 - (1) The thing that the sum of the length of 3 sides is less than 2 meter and the weight is less than 30kgs.
 - (2) Wheelchair which is being used by the Passenger
 - (3) The assistance dogs or other dogs with equal ability.
5. In the Conditions, "Office" means the Carrier's office, the office appointed by the Carrier and the Carrier's web site.
6. In the Conditions, "Ticket" means (1) the electronic data provided by Carrier's web site or printed documents from the Carrier's web site, (2) Printed documents which provided by the Office.
7. In the Conditions, "Electric Code" means the confirmation number or the other code which the Carrier introduced, which proves that the Passenger has the Electric Boarding Ticket.

Chapter 2 Offer of Carriage

Article 3 Offer of Carriage

1. The application of Contract of Carriage shall be accepted in the order of application within the capacity of the

ship.

2. Notwithstanding the provisions of the preceding paragraph, the Carrier may cancel the Contract in following cases;
 - (1) When the Carrier takes measures under Article 5.
 - (2) In case that the Passenger fulfils the following conditions.
 - A. In case that the Passenger is the patient or has symptoms of epidemics as measures for the prevention of epidemics.
 - B. Passenger who gets drunk, Passenger is a drug addict, Passenger who becomes an annoyance to other passengers
 - C. A serious patient, Children of 6 years under without accompanying of the fair-paid Passenger.
 - D. Passenger who has high risks due to age, health or other reasons.
 - (3) Passenger who violates of the Conditions or when Passenger seems to violate.
 - (4) In case that the application of carriage does not conform to the Conditions.
 - (5) In case that Passenger seeks to create excessive burdens on the Carrier related to the carriage.

Article 4 Carry-in Baggage etc.

1. Passenger is allowed to bring 2 pieces of baggage into the ship. However, by taking the size of baggage, the capacity of the ship, the booking situation into the consideration, the Carrier admits to bring more baggage than 2 pieces.
2. Notwithstanding the provisions of the preceding paragraph, the Carrier may reject to bring the baggage into the ship in following cases;
 - (1) The thing to emit a bad smell, unsanitary thing, dirty thing , filthy thing and any other things which become an annoyance to other passengers.
 - (2) The thing which may cause harm to the other passengers and cargoes, the body of ship like swords, guns, explosives
 - (3) Dead body
 - (4) Animals, except 4(3) of Article2
 - (5) A baggage which is recognized as to be unsuitable for carriage.
3. The Carrier has a right to check the suspected baggage that falls under any of the items of the preceding paragraph in the presence of the Passenger or the third person.

Article 5 Cancel of voyage etc.

1. The Carrier may cancel voyage and change the ship and sailing schedule/route/ports by laws and regulations or by the case that falls under any of the items of the preceding paragraph.
 - (1) The case that the weather or sea condition is likely to be dangerous to the operation of the ship.
 - (2) When there is a compelling reason like natural disasters, fire, marine accident, a trouble of the ship.
 - (3) When Crew and/or other staffs related the carriage cause a strike or other acts of dispute.
 - (4) In case of the occurrence of severe disease among the Passengers.

(5) When the illegal actions like the seizure of the ship, the act of vandalism for the ship etc. occur.

(6) In case that there is the order or request by the Government Office.

Chapter 3 Fare and Charges

Article 6 Amount of Fare and charges etc.

1. The price of the fare and charges for the carriage of Passengers their Baggage and accompanying cars/bikes and the application of them are based on the contents from Article3 to Article5, or the report to the Government office.
2. The cost of any meals is not included in the fare and charges.
3. The fare and charges for Child becomes free in case of falling under any of the following, except as otherwise that the Child occupies one seat or one bed.
 - (1) Child under 1 year old
 - (2) Child of 1 year and over and a preschooler accompanied by a fare-paid Passenger (except the case that the Child is a member of the group or is the second and later Children when the fare-paid Passenger accompanies more than one child)
4. The fare and charges are free for the Baggage that the sum of weight is less than 20kgs.
5. The fare and charges are free for the Baggage under (2)/(3) of 4 Article 2.

Article 7 Tax of Passage : deleted .

Article 8 Collection of the Fare and Charges

1. The Carrier issues the Ticket or Electric Data to the Passenger in exchange for collection fare and charges at the Office.
2. When the Passenger get onboard without paying fare and charges, the Passenger should pay the normal fare and charges after getting the approval from Captain or Manager of the ship.
3. When the Passenger embarks with a vehicle, the fare and charges of one driver per vehicle is included in the fare and charges for a vehicle. In case that the Passenger uses the better room than Economy Class, the Passenger shall pay the difference amount of normal tariff rate between the room used by the Passenger and Economy Class.

Article 9 Validity of the Boarding Ticket

1. Electric Boarding Ticket is only applicable for the registered conditions in the electric data base or on the printed ticket. The registered conditions mean sailing route, date & time, class of the bed & room.
2. The Boarding Ticket is only applicable for the Passenger named on the boarding application (the transportation application) . The ticket may not be assigned to a third party.
3. When the Carrier confirm the effectiveness of the ticket, it is necessary for the Passenger to show the Authentication code (or the Boarding Ticket) .

Article 10 Handling in case of the Revision of Fare and Charges.

1. In case that the fare and charges are revised by the Carrier, the Boarding Ticket issued before revision is available in a period of validity of the ticket without paying the difference of fare.

Article 11 Period of Validity of the Boarding Ticket

1. The Boarding Ticket is available for the voyage which registered or named in the ticket only.
2. If the accidents like following happen, the Passenger cannot get onboard or is compelled to postpone the embarkation, the Carrier admits the extension of the validity of the ticket for another 7days.
 - (1) The problem like disease, injury of the Passenger.
 - (2) The serious delay or no-operation in the another traffic
 - (3) The reason due to an irresistible force.
3. The valid date of the Boarding Ticket is the date of boarding date. In case that the departure date is delay on and after the next day due to the reason by the Carrier, the Ticket is admitted to be valid.

Article 12 The Change of the voyage

1. If the Passenger apply the change of the voyage (route, date, voyage, class/room type), the Carrier accept the application at the Office. But this shall not apply when the no allowance in transporting capacity in the requested voyage. (In case of Special Package Deal, the rule shall be applied by the conditions of the Deals.)
2. When we accept the change pursuant to the preceding paragraphs, the Carrier does not charge any administrative fee and only settle the difference amount of fare and charges.

Article 13 Change after Boarding

1. When the Passenger applies the change of class or room after getting onboard, the Carrier shall accept the application when the applied class or room is available. In this case, the Carrier does not charge any administrative fee and only settle the difference amount of the fare and charges.

Article 14 Special treatment for the change after boarding

1. When the Passenger applies the change after the booked ship has departed, the Carrier admits to get onboard to the next ship on the same day in case that the capacity of the next ship is available. When the same class or room is not available and only the lower class is available in the next ship, the different amount is not be refunded.

Article 15 Ticket Loss

1. When the Passenger loses the ticket, the Carrier will issue the new Boarding Ticket in exchange that the Passenger pays the freight and charges again. However, the fact which the Passenger has the ticket is obvious, the Carrier will not apply this rule.
2. When the Passenger finds the lost ticket, the Carrier shall refund the freight and charges to the Passenger with submitting the certificate.

Article 16 Fare Cheating

1. When the Passenger conduct the followings, the Carrier may request to pay the twice amount of fare and charges. In the case of no information about class/room, the fare and charges for highest class room may be charged.

- (1) To get onboard without the Boarding Ticket / the evidence of payment or any approval from Captain or the staff of the Carrier.
- (2) To get onboard with the invalid ticket or Electric Code
- (3) To get onboard with the tampered ticket or Electric Code
- (4) To get onboard with using the ticket or Electric Code of the other Passenger.
- (5) Not to accept the payment of the fare and charges or, not to show the ticket or Electric Code.
- (6) To get onboard by the discount of fare and charges with the falsified declarations, or without any payment of fare and charges.

Article 17 Refund and Refund Charges

1. The Carrier, in the case that falls under any of the following items, pays back the specified fare and charges at the Office.

- (1) In case that the Passenger claims the refund before getting onboard, the Carrier pays back the amount which registered in the Electric Ticket or written on the ticket.
- (2) When the Passenger claims the refund within 30days after the expiring date of the ticket and proves the impossibility of the followings.
 - The problem like disease, injury of the Passenger.
 - The serious delay or no-operation in the another traffic
 - The reason due to an irresistible force.
- (3) When the Carrier takes measures under the provisions of the preceding Article 5 and the Passenger terminates the Contract of Carriage and claims the refund.
- (4) When the Passenger terminates the Contract of Carriage under the provisions of the preceding Article3.
- (5) When the Passenger claims the refund under the provisions of the preceding (2) of Article 15.

2. When the Carrier refund the fare and charges by the reason in the preceding paragraph, according to the classification specified in the items of the following paragraphs, the Passenger shall pay the administrative charges prescribed in the following items.

- (1) In case of (2)/(4)/(5) of former paragraphs(except 2(1) of article3): 200yen per person
- (2) In case of (1) of former paragraphs, the followings are applied.
 - the application more than 7 days before departure date : 200yen per person
 - the application in 2-6 days before departure date :
10% of the fare and charges (min.200yen) per person
 - the application before the time of departing :
30% of the fare and charges (min.200yen) per person

- (3) This rule is not applicable to the Special Deals, the conditions of Special Deals are superior to the above items.

Chapter 4 Duties of the Passenger

Article 18 Prohibited Acts of the Passenger

1. The Passenger must not do the following acts.
 - (1) To operate the facilities/devices/machines related to the navigation and boarding.
 - (2) To go into the places prohibited to enter
 - (3) To smoke in the places where prohibited to smoke in the ship
 - (4) To move/operate the facilities/devices/machines/tools for emergencies like fire extinguishers, alarm devices, life jackets.
 - (5) To move/operate the facilities/devices/machines/tools for loading/securing of vehicles and other cargoes.
 - (6) To move/operate the facilities/devices/machines/tools for falling prevention of the Passengers and vehicles etc. like the barrier of the gates, gangways.
 - (7) To give damage to the signboards/notices related to the boarding/safety etc. or to move them.
 - (8) To hit the body of ship/the cargo/the other passengers/the staffs of the Carrier by the things like stone/glass/metal which has the possibility to make damage.
 - (9) To dump the things which are prohibited to dump into the ocean.
 - (10) To give displeasure or to make trouble to the other passengers
 - (11) To destroy order, discipline or sanitation in the ship
2. The passenger must follow the instructions by the Captain/the Manager of the ship which are related to the safety and maintenance of order in the ship.
3. The Captain has a right to order to disembark for the Passenger who does not follow his instructions.

Article 19 Store of Baggage

1. The Passenger must keep the Baggage under the responsibility of the Passenger.

Chapter 5 Limitation of Liability

Article 20 Limitation of Liability of the Carrier

1. The Carrier has a liability for the damage to the life and body of the Passenger from the time of arrival of the boarding bridge to the time of leaving from the boarding bridge in case that the Passengers follow the instructions of Captain and/or the staff of the Carrier.
2. The former item is not applicable for the followings
 - (1) In case that the Carrier prove that the followings;
 - a. No structural defects and functional disorders of the ship
 - b. The staffs of the Carrier have taken necessary preventive measures
 - c. The Carrier could not take necessary measures due to the irresistible force.

- (2) The Carrier has proved that the problems like the damage to the Passenger / the loss of the Baggage etc. happened due to the Passenger or the third person has not observed the contents of the Conditions of Carriage by intentional acts or acts of negligence.
3. The Carrier has liability for the damage or loss of the Baggage and/or the things of the Passenger when the Carrier and the staff of the Carrier have been proved that there was the existence of intention or negligence.
4. The Carrier has not liable for the damage caused by taking measures under Article 5, except when the Carrier is liable under 1 and 4 of Article 20.

Article 21 Compensation Claims against the Passenger

1. The Carrier has a right to claim to the Passenger for the damages which caused by the Passenger without observing the contents of the Conditions of Carriage willfully or negligently.

Chapter 6 Combined Transportation etc.

Article 22 Combined Transportation

1. The Combined Transportation Ticket issued by the company which has the contract with the Carrier is treated as the ticket of the Carrier for the section which the Carrier transports.
2. The Combined Transportation Ticket issued by the Carrier shall be under the responsibility for the whole section. The Carrier receives the whole fare and charges and issue the ticket for the whole section.
3. The Conditions of Carriage are applied for the Passenger and his/her Baggage only for the section which the Carrier transports.

Article 23 Common Boarding Ticket

1. The Common Boarding Ticket issued by the other carriers who has the contract with the Carrier is treated as the Boarding Ticket of the Carrier.
2. The Conditions of Carriage shall be applied to the Passenger and his/her Baggage for the section which the Carrier transports.

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