1. Field of application. General provisions.

1.1. The Conditions are an integral part of Contracts concluded within the time of validity of the Conditions.
1.2. The conditions specify:
1.2.1. rights and duties of both parties in a Contract, the proof of which is a Ticket, referring to the Conditions;
1.2.2. the content of any other legal relations between the Carrier and a Passenger related to the Carriage;
1.2.3. rights and duties of the Carrier and the purchasers of Services or Carriage for third parties;
1.2.4. rights and duties of the Carrier and persons using the Services without a Ticket.
1.3. The Contracts and Conditions conform to the regulations of Polish law, specifically the regulations of the Naval Code, as well as conventions and other international regulations applicable to the Contract, Carriage or Service, especially the provisions of Order (EC) No. 392/2009 and Order (EC) No. 1177/2010, as well as the Athens Convention.
1.5. Provided for the regulations of Order (EC) No. 44/2001 from December 22, 2000, on jurisdiction and acknowledgment of court rulings regarding civil and trade matters, as well as the provisions of the Athens Convention applicable in Poland at the time, any and all disputes regarding or stemming from the Contract, Conditions, Carriage, or Service, shall be settled only by the appropriate common court of law in Szczecin (Poland).
1.6. The Conditions have been formulated in Polish. Any and all other language versions of the Conditions are merely translations of the Conditions, and therefore, in case of discrepancies, the Polish language version shall be the predominant, binding version.
1.7. Should any of the provisions of the Contract or the Conditions turn out to be contrary to the applicable laws or inapplicable due to these laws, it shall be superseded by the regulation, which - considering the interpretation of the entire Contract and Conditions, as well as their nature - will prove closest in regulating the matter to which the superseded provision pertains.

2. Definitions.

The following expressions used in the Conditions are hereby defined as follows:
2.1. Conditions - the current General Conditions of Carriage of Passengers and their Luggage by Sea;
2.2. a Contract - a contract on providing a concluded Service, directly or via authorized representatives, between the Carrier and, directly or via persons representing or acting on behalf of, the Passenger, an integral part of which are the Conditions;
2.3. a Ticket - a personalized document, serving as proof of a Contract being concluded between the Carrier and the individually named Passenger;
2.4. a Carrier - in accordance with circumstances: Unity Line Limited or Euroafrica Shipping Lines Cyprus Limited, or their legal successors even if they are not ship owners or skippers of a Ship;
2.5. a Passenger - a person using the Services, as determined by the Contract;
2.7. Luggage - any object, Vehicles included, that is possessed or kept by a Passenger and transported at their cost, that is not Cargo;
2.8. Cabin Luggage - such Luggage that a Passenger keeps in a cabin occupied by them or which is in their possession, custody or control in any other way;
2.9. Necessary Medical Equipment - medical equipment and other equipment necessary for a Disabled Person or a person with Partial Disability.
2.10. Assistance Dog - a properly trained dog that has been properly registered and inoculated by an authorized veterinary specialist. The dog's training and up-to-date inoculations must be confirmed with appropriate certification.

2.11. Cargo - all objects that are not in a Passenger's control or custody as well as objects put in the holds of a Ship and commercial goods of a weight over 150kg transported inside a Passenger's Vehicle or located on the Vehicle, as well as coaches (buses) and other vehicles used for professional services in the group transportation of people;

2.12. Valuables - all valuable objects and documents including precious metal bars, coins, gems, jewelry, antiques, paintings, works of art, banknotes and securities among others;

2.13. a Vehicle - a technically-working, and road certified, mechanical vehicle of a total height up to 3.6 meters, total length up to 10 meters and total weight up to 3.5 tons or a set of such vehicles of a total set length up to 14 meters. The height of a car (entire set) includes railings, other construction elements, luggage racks and other items installed on the car (set);

3.1. Through the Contract, the Carrier promises to provide a Service in accordance with the rules specified on a Ticket and in the Conditions.

3.2. The person making the reservation or purchase of the Ticket is obliged to inform the Carrier if the Ticket is being reserved or purchased for any Disabled Persons or persons with Partial Disability, as well as to inform of: any special needs of the Disabled Persons or persons with Partial Disability in terms of placement, seating, necessary services, the need of Medical Equipment of any kind, along with its size and type, as well as the presence of an Assistance Dog during the Carriage.

3.3. The information given in pt. 3.2 is to be given to the Carrier at least 48 hours before the start of any assistance being administered to the Disabled Person or the person with Partial Disability. Failing to do so may make it impossible to acquire the necessary help from the Carrier.

3.4. In the case of Ticket reservations being made for Disabled Persons or persons with Partial Disability, the person making the reservation is obliged to provide comprehensive answers to any questions regarding the Disabled Persons or persons with Partial Disability, asked by the person acknowledging the reservation, especially concerning the type of disability and the required assistance.

3.5. The Carrier is entitled to perform a Carriage specified in the Cruise Schedule on a different Ship than was assigned to the Carriage in the Cruise Schedule or in the Ticket.

3.6. The amount of Payments is specified by the Pricelist valid on the day of reservation or purchase of a Ticket. The Carrier is entitled to introduce additional charges, equal to the service and handling charges born by the Carrier.

3.7. The Carrier stipulates the right to amend the Pricelist and Cruise Schedule without prior notice.

3.8. The contract is concluded at the moment when a Ticket is accepted by a Passenger.

3.9. The only proof of concluding the Contract is the Ticket. A Passenger cannot board a Ship without a
3.10. By purchase or reception of a Ticket, the Passenger confirms that he/she has reviewed and accepted the Conditions; set forth by the Carrier as conditions of indiscriminate access to sea ferries for Disabled Persons or persons with Partial Disability and their companions; set forth by the Carrier as the norms of assistance for Disabled Persons or persons with Partial Disability.

3.11. For those using the Services without a Ticket, appropriate regulations of the Conditions are applied. A Person, by starting to use the Service without a Ticket, confirms that they have reviewed and accepted the Conditions.

3.12. A Passenger, may not without the Carrier's consent convey a Ticket to a third party, nor any other rights or authenticities derived from the Contract.

3.13. The Carrier may entrust the performance of the whole Contract or its part to third parties.

3.14. The Carrier shall nevertheless remain liable for non-performance of the Contract or its breach only up to the amount of Payment and only for real damage (damnum emergens) caused by their culpable action or neglect that was against the Contract, unless other regulations arise directly from a Ticket or Conditions.

3.15. The Carrier is entitled to deny providing the Service to a person who does not possess a valid Ticket, or a valid boarding pass, or valid identification confirming the citizenship (in particular: personal ID or passport), as well as a person that the Ticket or the boarding pass does not specify as a Passenger.

3.16. These Conditions apply to the carriage of drivers or escorted persons accompanying each cargo carried under the contract of carriage of goods by see, with a reservation that the Carrier shall always be entitled to a maximum limitation of its liability, which is provided by the applicable law in force as on the time being (regardless, whether it has been expressly provided in any conditions or contract, or not) and that the Carriers shall provide such persons only with such rights and privileges, provision of which is mandatory under the applicable law in force as on the time being (regardless, whether they have been expressly provided in any conditions or contracts, or not). Carriers` obligations in respect of such persons shall be limited to only such obligations, fulfillment of which is obligatory under the provisions of the applicable law in force as on the time being (regardless, whether such an obligation has been expressly provided in any conditions or contract, or not).

4. Tickets.

4.1. A Ticket is issued to a Passenger only on the basis of and after presentation of a valid identity card confirming the citizenship (in particular: personal ID or passport) and after Payment being made. Together with a Ticket a Passenger obtains a boarding card which entitles the Passenger to embark a Ship and to use other services specified in the card.

4.2. A ticket and a boarding card ought to be kept and held by a Passenger for the whole time of the Carriage.

4.3. A Passenger may withdraw from the Contract later than 24 hours before the planned departure of a Ship by returning a Ticket, with the Carrier deducting 50% of Payment.

4.4. A Passenger is obliged to check the content of a Ticket and a boarding card immediately, and any mistakes ought to be reported at once.

4.5. In case of purchasing a Ticket for a price lower than the one provided in the Pricelist and assigned to the Service for which the Ticket entails, the Carrier shall be eligible to charge additional payment equal to the difference between the Payment made for the Ticket and the Payment provided in the Pricelist.

4.6. Any person who is using the Service without a Ticket is obliged to make a double Payment for the Service used, in accordance with the Pricelist effective at that time, and to cover all costs, including the costs of using the Service and the necessity of removing that Person from a Ship.

4.7. A Ticket together with other documents specified in the Conditions entitles a Passenger to use the Service only on the route of the Carriage and the Ship specified on the Ticket, unless other regulations arise directly from the Contract. A Ticket expires after the expiry date specified on it.

4.8. A Ticket is issued in a printed form. Any handwritten, stamped or added prints and annexes on a Ticket remain invalid unless they were made by the Carrier or an authorized representative of the Carrier.
5. Cabins.

5.1. Only as many people may stay in cabins as each cabin is designed to hold by the Carrier. In each cabin, only persons who have places purchased in them may stay there.
5.2. In case of multi-passenger cabins, Passengers will be issued cabin placement based first and foremost on their gender. Cabin placement is random; the Passenger cannot choose his placement within a cabin.
5.3. Passengers travelling with children under 14 are obliged to purchase a whole cabin, exclusively for themselves.
5.4. For safety purposes, Passengers under 16 traveling alone (without adult supervision) are obliged to purchase an entire cabin for themselves.
5.5. Passengers are obliged to leave cabins 30 minutes before the planned arrival of a Ship to its destination port. During that time the crew may enter a cabin in order to clean it. The key ought to be returned to the reception desk on the Ship. Before leaving the cabin, Passengers are obliged to check that they have not left any belongings in the cabin. The Carrier is not responsible for any belongings left in the cabin or anywhere on the Ship by the Passenger.
5.6. Should the Carriage date be altered, the Passenger shall lose the right to demand the cabin or place in the cabin, even if the Passenger bought the cabin or place in the cabin for the Carriage on original date of the Carriage. The Passenger will not be entitled to demand refund for the cabin or place in the cabin. The Carrier may however at its sole discretion allocate the cabin or place in the cabin on altered date of the Carriage, if all cabins haven’t been reserved or purchased on that date of the Carriage, or refund the Passenger the remuneration for the cabin.
5.7. If it occurs that after the lapse of 30 minutes as of the departure of the Ship from the port all cabins haven’t been used, the Passenger will have capability of repurchase the cabin or place in the cabin directly in the Ship in accordance to current price list. Should the Passenger repurchase the cabin on the Ship, the Passenger would be entitled to demand from the Carrier refund of cost for purchased cabin after filing complaint to the Carrier and providing the Carrier with the original of the proof of the purchase.

6. Check-in and embarkation.

6.1. Embarkation on a Ship takes place on the basis of a valid Ticket together with a valid boarding card upon the presentation of a valid identification document confirming the citizenship (especially: identity card or a passport).
6.2. The Check-in of Passengers and Vehicles begins 90 minutes before the planned departure of a Ship and it ends:
6.2.1. for Passengers travelling without a Vehicle - 15 minutes before the planned departure of a Ship;
6.2.2. for Passengers travelling with a vehicle - 30 minutes before the planned departure of a Ship.
6.3. Passengers travelling with a Vehicle are obliged to be ready for embarkation 90 minutes before the planned departure of a Ship.
6.4. The Carrier does not guarantee Carriage for the Passenger or their Vehicle, if the Passenger arrived at the Check-in later than stipulated in points 6.2 and 6.3.
6.5. The order of embarkation of vehicles and the method of their location on a Ship are at the exclusive decision of the Carrier.
6.6. Passengers under 12 years old may only travel under the care of adults. In cases when underage persons, who are over 12 years old, are travelling alone, a prior written consent of a statutory guardian (a parent or a legal guardian) is required. The consent must contain the personal data of all statutory guardians as well as their phone numbers and addresses. The Carrier does not provide care and is not responsible for Passengers under 18 years old left without adult supervision.
6.7. Principles indicated in point 6.6. applies exclusively in cases of travel on the vessels M/f Skania and M/f Polonia. The travel of Passengers under 18 years old without the care of adults on vessels other than indicated above, that is M/f Gryf, M/f Wolin, M/f Galileusz, M/f Jan Śniadecki and M/f Kopernik, is impermissible.

7. Luggage.

7.1. A Passenger within the Contract may transport luggage that weighs up to 60 kg and measures 2 x 70 cm x 50 cm x 40 cm. All objects heavier or larger than that shall be transported as Cargo, unless
they are considered a Vehicle on the basis of the Conditions. Regardless to the limits indicated above, the Passenger is entitled to transport only the luggage with weight and size that allows him to operate it individually during the Carriage, especially in the scope of bringing the luggage to the deck and taking it out of the deck, unless Conditions or provisions of law state otherwise. The above limitations do not apply for Necessary Medical Equipment, accepted for carriage as Luggage, if not stated otherwise in the Conditions.

7.2. A Passenger is obliged to declare all objects that exceed the weight or size limit indicated in point 7.1. first sentence.

7.3. A Carrier is entitled to refuse the transport of luggage which does not comply with limitations indicated in point 7.1., as well as is entitled to qualify as Cargo all objects declared as Luggage that on the basis of the Conditions constitute Cargo.

7.4. A Passenger for a Payment specified in a Pricelist may carry their Vehicle as Luggage. Motor vehicles which are not in working order or do not have a valid technical examination, are not insured against civil liability in accordance with the regulations within the European Union or in a way confirmed by a so called Green Card, or not marked as regards to the country of their registration and those holders of which cannot present a valid registration, may only be transported as Cargo. Also transported motor vehicles registered as heavily-loaded or the length of which (the whole set) is over 14 meters or the total weight of which is over 3.5 tons are regarded as Cargo.

7.5. If the crew of a Ship, workers or Carrier's agents decide that a Passenger's vehicle is subject to carriage as Cargo, the Passenger will be obliged to purchase Cargo carriage.

7.6. During the Carriage Passengers are not allowed to stay in a vehicle nor on the vehicle deck of a Ship. A Passenger is obliged to close and secure a Vehicle left on a vehicle deck. The vehicle ought to be left with the hand-brake engaged, in first gear and with straightened wheels. Smoking on a vehicle deck is forbidden.

7.7. Transportation of fuel or other flammable or hazardous substances in petrol cans or other containers is forbidden, and so is the transportation of flammable gas.

7.8. During the embarkation and discharge of a vehicle, a Passenger is obliged to obey the signs displayed on a vehicle deck of a Ship, to obey the orders of the crew of a Ship and in case of any doubts ask the crew of a Ship for help. The Carrier is not liable for damages caused to a Passenger by other Passengers during the embarkation and discharge of Vehicles.

7.9. During the carriage on the vessels M/f Skania and M/f Polonia, a Passenger may transport domestic animals as luggage against a payment listed in the Pricelist. The carriage of domestic animals on other vessels than indicated above, that is M/f Gryf, M/f Wolin, M/f Galileusz, M/f Jan Śniadecki and M/f Kopernik, is impermissible. In case of carriage of domestic animals a Passenger is obliged to purchase a special cabin intended for the carriage of animals. The number of such cabins is limited. If there are no cabins of this type available for a given cruise, further carriage of animals will not be possible. Should the Passenger enter the Ship with unreported animal, the Carrier is entitled to refuse to carry the Passenger and the animal with simultaneous carriage of the Luggage (including Vehicle), that cannot be promptly discharged and which in that case shall be discharged and preserved in the port of destination at Passenger’s cost and risk. Animals may stay only in cabins intended for the carriage of animals, and outside these cabins, only in places allocated for them on the outside decks of a Ship. A Passenger is obliged to ensure the safety of other Passengers from any dangers the animal might cause, especially to keep the animal on a leash and in a muzzle. Passengers are obliged to maintain the cabins and the Ship in a clean and sanitary condition and to clean up after their pets. Passengers are obliged to familiarise themselves with the veterinary regulations of the country of destination and to provide all documents necessary for the transportation of the animal into the country of destination. If a Passenger fails to comply with obligations set forth above, the Carrier will be entitled to impose on the Passenger liquidation damages in the form of fine, as well as to charge the Passenger with costs incurred by the Carrier in connection with this violation.

7.10. A Disabled Person, or a person with Partial Disability, can take onboard a single Assistance Dog, which will assist them during the Carriage, without additional payment stipulated in pt. 7.9. The right applies only if: the Assistance Dog is properly tagged and harnessed; the Disabled Person or the person with Partial Disability possesses a certificate confirming the Assistance Dog's status, as well as certification on necessary up-to-date veterinary inoculations, and can produce the aforementioned documents at the request of the Carrier.

7.11. Without the prior consent of the Carrier, it is forbidden to bring onto a Ship or to transport in any way: weapons, explosives or other hazardous objects. The consent of the Carrier should be expressed not later that at the Check-in. Objects brought despite the ban may be confiscated and deposited in a safe until the end of the Carriage. If it is necessary, the Carrier will inform the right penal prosecution agencies. Passengers carrying weapons, ammunition, explosives, or other hazardous materials, are
obliged to acquaint themselves with the laws on weapons, ammunition, explosives and other hazardous materials applying in their destination country, as well as to possess a suitable permit for bringing the aforementioned items within destination state borders.

7.12. Money, securities, valuables, precious metals, works of art cannot be transported as Luggage unless they are deposited in a Carrier's safe. The carrier is not liable for the objects mentioned above if they are not deposited.

7.13. The Carrier stipulates that, due to safety reasons, the following types of Necessary Medical Equipment are excluded from the Carriage: devices of excessive size, pressurized oxygen (or other gas) canisters, and other items found, in light of applicable law, including international treaties and conventions, to be hazardous.

7.14. Cargo is not carried within the Contract. Cargo Carriage may take place only upon payment for freight on the grounds of a separate contract of carriage of goods by sea and the general conditions of carriage of goods by sea are applicable.

7.15. Passengers are obliged to check thoroughly whether they have left anything on a Ship and are obliged to remove from a Ship everything that was not restrained by the Carrier. The Carrier is not liable for destruction, loss or damages of objects left by a Passenger. Items found on a Ship, the Carrier will store for an extra payment for 30 days starting from the day when the Carriage was completed and then the Carrier will be entitled to destroy the object or to pass them on to a charity organization.

8. Liability of the Carrier and limited liability.

8.1. The Carrier is liable against death of a Passenger or damage inflicted upon the Passenger's person, or the loss or damage of their Luggage only to the extent and in accordance with Order (EC) No. 392/2009 or the Athens Convention. Any further liability of the Carrier against the aforementioned occurrences is hereby excluded.

8.2. The liability of the Carrier against the items enumerated in pt. 8.1 is subject to the limitations provided by Order (EC) No. 392/2009, conventions and other international regulations, as well as laws applicable for the Contract and Conditions.

8.3. Down payments made by the Carrier in accordance with the regulations mentioned in pt. 8.2, shall under no circumstances exceed the amount of 21,000 EUR.

8.4. Carrier Liability referenced in pt. 8.1, will be subject to compensation (deductible) of 330 Units of Account in the case of Vehicle damage, and 149 Units of Account in the case of loss of, or damage to, another Luggage items.

8.5. The liability of the Carrier for the loss of or damage to Valuables deposited with the Carrier shall in no case exceed 1200 Units of Account.

8.6. In cases of a Force Majeure, the Carrier is not liable for non-performance of the Contract or its breach. Especially, the Carrier is not liable for delayed departures and arrivals of a Ship, cruise cancellations and entering ports different than planned caused by a Force Majeure or other reasons which do not depend on the Carrier.

8.7. Besides the cases specified in the Conditions, the Carrier is not liable for loss or damage of any object that belongs to a Passenger, or for the Passenger's death or any damage to their person.

8.8. The Carrier is not liable for any damage being a result of events and services provided on the land before embarkation or after discharge from a Ship.

8.9. The Carrier is not liable for any damage to Luggage or Cabin Luggage being a result of events and services provided on the land before embarkation or after discharge from a Ship.

8.10. The Carrier is not liable for any loss of a Passenger caused by events that took place next to a Ship or on the ground used by the Carrier, nor any damages caused by reloading.

8.11. Compliance by the Carrier with any law, regulation, direction or recommendation of any governmental authority or of any person having authority under the War Risks Insurance of the vessel shall not be deemed to be a breach of the Contract. Disembarkation of the Passenger in compliance with such law shall be deemed to be the full performance of the Contract and the Passenger shall have no further claims towards the Carrier.

8.12. The Carrier reserves the right to go off course in order to save human life, in order to try to help other ships and goods in danger or for any other justified reasons. Such action shall not be a breach of the Contract, and Passengers shall have no further claims towards the Carrier. In particular, when such a need is identified by the Carrier or a captain, a Ship may call at all ports with or without a pilot, haul, rescue possessions and lives at sea, go off the planned course or return, lengthen and shorten stays, act in accordance with the recommendations of the authorities in place of stay regarding ship traffic and passengers.

8.13. The Carrier reserves the right to provide substitute Ships, change the place or date of departure.
or arrival of a Ship to its destination or even to cancel a trip. In such cases a Passenger has no right to compensation, especially to refunds of accommodation costs in hotels or other expenses caused by the circumstances described above, nor the right to claim damages caused by delay in the journey.

8.14. Compensations lower than 6.00 EUR shall not be issued by the Carrier.

8.15. Insurance claims against death or bodily damage or health deterioration, as well as damage to or loss of Luggage are subject to limitation and may only be claimed in accordance with Order (EC) No. 392/2009 or the Athens Convention.


9.1. In cases of personal injury, a Passenger is obliged, as long as it is possible, to inform immediately (prior to disembarkation) the Carrier about the event that caused it. The Passenger is also obliged to give written claim towards the Carrier within 15 days from the day of disembarkation. It shall be presumed that a Passenger who did not meet the requirement had left the Ship in perfect condition.

9.2. If the state of Luggage (including Vehicle) at the moment of its re-delivery was not an object of common inspection or survey, in cases of apparent damage, a Passenger ought to inform the Carrier or their agent in writing:

9.2.1. for Cabin Luggage, before or at the time of disembarkation of the Passenger;

9.2.2. for all other luggage, before or at the time of its re-delivery.

9.3. If the state of Luggage (including Vehicle) at the moment of its re-delivery was not an object of common inspection or survey, in cases of not apparent damage or loss of Luggage, a Passenger ought to inform the Carrier or their agent in writing - within 15 days from the date of disembarkation or re-delivery or from the time when such re-delivery should have taken place.

9.4. If the passenger fails to inform the Carrier about damage to Luggage (including Vehicle) in a way specified in the Conditions, he shall be presumed, unless the contrary is proved by the Passenger, to have received the Luggage undamaged.

9.5. Neither the Luggage nor Cabin Luggage of a Passenger can be rescued at the expense of the Carrier and Passengers cannot claim any damages on the grounds of that.

10. Liability of the Passenger.

10.1. A Passenger is responsible for any damage caused by their culpable or neglectful action or neglect and is obliged to redress the damages by paying equal compensation.

10.2. A Passenger will exonerate the Carrier, their servants and agents from their liability for the death of or personal injury to a passenger if the damages were caused even partly by the fault or neglect of the Passenger.

10.3. A Passenger will redress the damages that arise even partly from their non-compliance with the Contract or Conditions or safety regulations that are in force and presented on a Ship.

10.4. A Passenger covers the cost of additional services provided on a Ship, not regulated in a Contract, and all payments imposed by border, harbor or other local authorities. If the payments are covered by the Carrier, a Passenger will return the equal value together with statutory interest from the day of the payment being made by the Carrier.

11. Himalaya Clause

11.1. All exclusions and limitations of liability of the Carrier under these Conditions shall apply to and be for the benefit of the Carrier's servants, agents and independent contractors.

11.2. The Carrier's servants, agents and independent contractors shall be entitled to the benefits of the indemnity granted by the Passenger to the Carrier under the provisions of the Conditions.

12. Safety regulations.

12.1. During Carriage a Passenger is obliged to comply with the Conditions or safety regulations that are in force and presented on a Ship as well as the commands of the master of the Ship and the crew.

12.2. If a Passenger does not comply with the Conditions, the safety regulations in force and presented on a Ship or the commands of the master of the Ship and the crew, or when their behavior causes even potential risk for the safety of a Ship or other Passengers or causes an affray with other Passengers, the Carrier is entitled to deny Carriage, to deny entry to a Ship, to disembark the Passenger with or without Luggage in any port or - if the Passengers is dangerous to other Passengers or a Ship - to keep...
a Passenger in a separate room under supervision. In such a case the Carrier shall keep the whole amount of Payment. The Passenger will cover the cost of all damages and all other costs of the Carrier connected with passing the Passenger on to another ship or disembarking the Passenger in any port.

12.3 A Passenger may be requested to permit local or harbor authorities or a Carrier to search his person, all property, a vehicle included, and to answer questions. If the Passenger is unwilling to comply with the search or questions the Carrier reserves the right to refuse to carry the Passenger, keeping the total amount of Payment.

12.4 The Carrier can deny Carriage to a Passenger whose mental or physical condition gives cause for concern in terms of safe carriage of this Passenger by sea. Should such doubts arise, the Carrier may request the Passenger, on pain of being denied Carriage, to declare that he is assuming responsibility for his travel, or to present a medical certificate confirming their ability to travel by sea. Should the Passenger be denied Carriage, the Carrier will reimburse them to the tune of the Payment.

12.5 The Carrier may decline a reservation, issuing or otherwise giving access to the Ticket, or taking onboard a Disabled Person, or a person with Partial Disability, or to demand that a Disabled Person or a person with Partial Disability be accompanied by a person capable of providing assistance to the Disabled Person or the person with Partial Disability:

12.5.1. due to the applicable safety regulations as determined by international, European or local law, or due to safety regulations as determined by the appropriate agencies;

12.5.2. if the Ship’s structure or the harbor infrastructure and its equipment, including port terminals, prevent from boarding the Ship or disembarkation, or if the Service cannot be provided for the Disabled Person, or the person with Partial Disability, in a safe manner, or cannot be provided from an operational standpoint.

12.6. The person assisting the Disabled Person or the person with Partial Disability referenced in pt. 12.5 shall be carried free of charge, however may be charged with the costs of additional services provided during the Carriage.

12.7. If the Disabled Person, or person with Partial Disability, possesses a reservation and had conformed to the stipulations enumerated in pt. 3.2, 3.3 and 3.4, has been denied entrance aboard the Ship, the Disabled Person, or person with Partial Disability, as well as the person assisting them, referenced in pt. 12.5, is offered a choice between Payment reimbursement and choosing a different route, in accordance with Regulation (EU) No. 1177/2010. The right to choose is dependent on meeting all the necessary safety requirements.

12.8. Any complaints or claims for refund regarding events that occurred on board of a Ship shall be reported immediately at the reception desk on a Ship, on a specific form, but not later than 2 months from the date of the conclusion of the Carriage, or the date it should have been concluded.

12.9. A Passenger is obliged to familiarise themselves with the conditions of crossing borders and the requirements, those regarding documents included, connected with crossing borders and is obliged to fulfill these conditions and requirements. Otherwise the Carrier has the right to terminate the Contract immediately and keep the total amount of Payment.

12.10. If the Passenger is refused permission to land or to discharge animals or other things transported by the Passenger by border, harbor or local authorities, the Passenger is obliged to pay for the return trip of themselves, by bearing Payment, or to pay for transport back of their animals or objects, by bearing freight and provide reception of animals and objects in the destination port. In cases of not paying for the return trip, the Carrier may disembark the Passenger who was refused permission to land, in any port or to pass such a Passenger on to a ship on the way to such a port.

12.11. The Passenger shall indemnify the Carrier against all damages and costs suffered by reason of such a refusal of permission to land or to discharge objects or cargo, including damages and costs suffered in regard to the disembarkation of the Passenger in any port.

12.12. If the Passenger fails to comply with obligations set forth in the Conditions or order regulations that are in force and are presented on a Ship, notwithstanding other Carrier’s rights incorporated in the Conditions, the Carrier shall be entitled to impose on the Passenger liquidated damages in the form of fine pursuant to the list of fines that are in force and are presented on a Ship on the date of conclusion of the Contract. If the Carrier’s damage due to non-compliance with the abovementioned obligations exceeds the liquidated damages, the Carrier has the right to inquest additional compensation.

12.13. In case of imposition of the fine on the Passenger, the Passenger will be obliged to pay the fine directly after the violation in the reception of the Ship in cash or by payment card.

12.14. At the demand of the Passenger or the person, who intends to conclude the Contract, the Carrier will present the text of order regulations and/or the list of fines in force at that time.
13. Lien.

13.1. The Carrier shall have a general lien on all Luggage of the Passenger, their Vehicle included, to defray all liabilities under this contract, claims for compensation for damages caused by the Passenger, especially damages to a Ship and its equipment included.

13.2. The Carrier shall have the right to keep the object of lien until the Carrier’s authenticity is satisfied or the claim of the Carrier is properly settled.

13.3. The Carrier shall also have the right to keep any object that belongs to the Passenger and is in the Carrier’s possession and which caused the damage until satisfaction of the Carrier’s authenticity or the claim of the Carrier is properly settled.

13.4. The Passenger will cover all expenses and damages of the Carrier caused by the storing of the Passenger’s item kept by the Carrier.

14. Other provisions.

The current Pricelist and Cruise Schedule constitute an integral part of the Conditions.