

TRAVEL TERMS AND CONDITIONS OF AS TALLINK GRUPP

These travel terms and conditions of AS Tallink Grupp (hereinafter the Terms) are valid in AS Tallink Grupp and its subsidiaries (hereinafter Tallink) from 1 June 2015. These Terms are applied only to individual passengers.

Part I - GENERAL

1. DEFINITIONS

- “Route trip” – is a one-way or round trip which is not a cruise.
- “Cruise“ – round trip with the same ship in case of which the ticket for round trip will be registered in the port of first departure and this trip includes the overnight stay.
- “Day trip“ – the trip in case of which the return trip takes place on the same day and the tickets of both routes are registered in the port of first departure.
- “Passenger and car package“ – the trip including one-way ticket for at least one passenger and vehicle (excluding bicycles and buses).
- “Special trip“ is the trip organized by Tallink, to which the booking and payment terms different from these terms are applied and these will be disclosed together with the offer of special trip.
- “Special offer“ is the set of passenger transport services to which the terms different from these Terms are applied and these will be disclosed together with “Special offer“.
- “Booking“ is the order placed by the passenger for using passenger transport, onboard or other services (e.g. services of the third persons).
- “Ticket“ is the certificate issued by the carrier on the conclusion of contract for carriage of passengers by sea and payment of travel fee.
- “Passenger transport service“ is the set of services including the transport of the passenger (cabin, cabin place or deck place) and the accompanying car.
- “Onboard services“ are the services rendered onboard which are not passenger transport services. Onboard services include cabin services, catering, sauna, welfare services and other services provided onboard.

- “Package” is the ready combination of at least two following services sold or offered for sale with one (total) price, if the service involves longer period than 24 hours or includes overnight stay: transport, accommodation, other tourist services not involved with transport or accommodation and which make a material part of the package. Also, the legal acts of the relevant country are applied to it.
- “Boarding pass“ is the document issued to the passenger on the basis of the ticket which enables the passenger to enter the ship. The boarding pass is personal and this is not allowed to hand on to another person.
- “Family member“ is at least 18-year old father, mother or any other legal representative or at least 25-year old aunt, uncle, brother or grandparent of the travelling child.
- “Supervisor“ is the representative of up to 17-year old travelling child. The supervisor should be at least 25-year old person having reviewed the instructions of AS Tallink Grupp for the supervisor, obliges to be responsible for the persons represented and has signed the relevant form.
- “Travel permit“ is the document in certain form filled in and signed by the parent or other legal representative, by which the parent or other legal representative allows 15-17-year old passenger to travel alone.
- “Travel authorization“ is the document in certain form filled in and signed by the parent or other legal representative, by which other person (other family member or supervisor) is authorized to be the supervisor of one’s child during the trip and is obligated to take care and be responsible for the child during the whole trip.
- “Questionnaire of the supervisor“ is the document in the certain form filled in and signed by the supervisor of 0-17 year old passenger, by which the supervisor is obliged to be responsible for 0-17-year old passenger during the whole trip.
- “Service fee“ is the fee for additional services according to the pricelist of Tallink. The service fees have been disclosed at the homepage of the relevant domestic market.

Part II – TRAVELLING TERMS

1. BOOKING AND TICKET

(1) The passenger should provide the surname, first name, sex, date of birth (date, month and year), citizenship, contact phone number and, if existent, also e-mail address when making the booking.

(2) When booking the vehicle meant for passenger transport (bicycle, slow means of transport, moped, motorcycle, car, bus) the registration number of the vehicle and exact length and height sizes of the vehicle should be notified. Also, the passenger should inform the lengths and heights of the supplementary equipment of the vehicle (ski box, luggage carrier, trailer etc) and the equipment installed on the roof or behind the vehicle (bicycle, luggage

carrier etc). If needed, the client should inform the maximum authorized mass of the car when booking.

2. CHECK-IN OF TICKETS

- (1) All tickets should be checked in prior to the departure of the ship in the cash office of the port, ticket check-in terminal or in another medium set for that purpose.
- (2) Pursuant to check-in of the ticket the boarding pass will be issued to the passenger. The name of the passenger, time of trip and destination have been marked on the boarding pass and the latter is valid only if the person being its owner is the person travelling during the trip marked on the boarding pass.
- (3) The boarding pass should be preserved during the whole trip. The crew member has the right to check and the passenger has the obligation to show the boarding pass when entering the ship and also during the whole trip upon demand. If needed, the passenger should be able to prove one's identity to the crew member.
- (4) The check-in of passengers without vehicle starts 1.5 hours before the departure of the ship in the cash office of the port or ticket check-in terminal. The check-in of tickets in another medium meant for check-in of tickets starts 24 hours before the departure of the ship. The check-in is carried out based on the ticket and travel document.
- (5) The check-in of passengers with vehicle starts in check-in of vehicles 1.5 hours before the departure of the ship. The check-in is carried out on the basis of the ticket, travel documents of all passengers and registration certificate of the vehicle.
- (6) Check-in of tickets of the passengers without vehicle ends 30 minutes before the departure of the ship and access to the ship is closed 20 minutes before the departure of the ship.
- (7) The check-in of the passengers with vehicles ends 1 hour before the departure of the ship.
- (8) The passengers arriving later than the time provided in clauses 6 and 7 are not checked in.

3. TRAVEL DOCUMENTS

- (1) The passenger should have the valid travel document and other necessary documents, including, if required, also the visa along within the whole trip and the passenger is responsible for the validity and correctness of all documents.
- (2) All passengers crossing the state border are obliged to submit the travel document. The persons with no travel document or the ones who refuse to submit it are not allowed onboard.
- (3) Tallink is not compensating the ticket to the passenger, if the trip will not take place due to inadequately registered or invalid travel document or the passenger has no required travel document at all.

4. PERSONS WITH DISABILITY OR REDUCED MOBILITY

(1) To give the persons with disability or reduced mobility the similar possibility with other passengers to travel on waterways, the persons with disability or reduced mobility have, besides general passenger rights, the rights proceeding from the regulation no 1177/2010 handling the rights of passengers travelling by sea and inland waterways (<http://eur-lex.europa.eu/legal-content/ET/TXT?qid=1426665556376&uri=CELEX:32010R1177>).

(2) If the passenger is accompanied by the licensed guide dog (guide dog is the licensed dog accompanying the person with disability or reduced mobility) during the trip, the passenger should have the documents required for taking the guide dog to and from the country. The passport of the guide dog is obligatory for all passengers travelling with pets within the European Union.

(3) The passenger is obliged to inform the data required for booking the guide dog and number of guide dogs when making the booking.

5. TRANSPORT OF PETS

(1) The passenger should have the documents required for taking the pet to and from the country. The passport of the pet is obligatory for all passengers travelling with pets within the European Union.

(2) The crew member has the right to check and the passenger is obliged to submit the document of the pet mentioned in subsection 1 of this clause in entering the ship and upon the request of the crew member also during the trip.

(3) The transport of pets hazardous to passengers and crew could take place only upon special agreement with the carrier. The applications for concluding the special agreement should be submitted to the following e-mail addresses:

- Estonia: booking@tallink.ee
- Finland: booking@tallinksilja.com
- Sweden: info.sweden@tallinksilja.com
- Latvia: booking@tallink.lv

(4) The passenger is obliged to review the cabins, cages and other matters related to the pet prior to making the booking. The more detailed information has been provided on the homepage:

- Estonia: <http://www.tallinksilja.com/et/web/ee/reisitingimused#1450434>
- Finland: <http://www.tallinksilja.com/fi/web/fi/lemmikkielaimen-kanssa-matkustaminen>
- Sweden: <http://www.tallinksilja.com/sv/web/se/bra-att-veta#2522309>

- Latvia: (link)
- International: <http://www.tallinksilja.com/en/web/int/good-to-know#1450434>

- (5) The passenger is obliged to notify the data required for booking of transport of the pet and the number of pets when making the booking.
- (6) Tallink is not compensating the ship ticket, if the trip does not take place due to the incorrectly registered or missing documents related to the pet.

6. AGE LIMITS

The age limits of the individual passenger in travelling with the ships under the trademarks of Tallink and Silja Line have been established for the 18-year old persons (minors) as follows:

- (1) 15 up to 17-year old passenger can travel, regardless of the weekday, alone on the daily one-way trip or day trip, if he/she has the travel permit signed by the parent or other legal representative. The person having booked the trip or the passenger himself/herself is responsible for the existence of the travel permit.
- (2) The passenger of up to 17 years of age can participate in the trip with overnight stay only upon following conditions:

- 1) together with parent or any other legal representative or the family member or supervisor possessing the travel authorization. The sample of travel authorization has been disclosed:

Estonia:

http://www.tallinksilja.com/documents/10192/2512046/guardian_for_youth_age_15_17_ee/cd392d57-0673-4f64-9ad6-b1ea712ec32f

Finland:

http://www.tallinksilja.com/documents/10192/2512046/alone_travelling_young_passenger_15_17yrs_fi/0750c1f9-34a5-4c1a-92f7-96705c402263

Sweden:

<http://www.tallinksilja.com/documents/10192/2512046/obsesegladtonaring.pdf/909af078-cc41-4406-b671-8d7c0ba6cef0>

Latvia:

International:

http://www.tallinksilja.com/documents/10192/2512046/alonetravellingyoungpassenger_en.pdf/659cead3-4012-4042-a6b2-43584a84b0ec?version=1.0

- 2) other family member or supervisor travelling together with the passenger of up to 17 years of age should fill in the questionnaire of the supervisor, the sample of which has been attached:

Estonia:

http://www.tallinksilja.com/documents/10192/2512046/instructions_for_guardians_of_individual_traveller_ee/18f974d2-05e4-4c4d-9b6a-e2e61d03824d

Finland:

http://www.tallinksilja.com/documents/10192/20552341/guardian_for_individual_traveller_fi/c8552d81-d907-4095-80bf-5d5b7be1f73d

Sweden: <http://www.tallinksilja.com/sv/web/se/bra-att-veta#5179146>

Latvia:

International:

http://www.tallinksilja.com/documents/10192/2512046/guardianinstructionsindividuals_en.pdf/2d7553fe-5c66-4c9b-885b-677a29135057

- 3) at least one family member or supervisor should be in each cabin with the passenger up to 14 years of age.
- (3) The passenger of up to 14 years of age can travel on the daily one-way trip or day trip:
 - 1) together with parent or any other legal representative or the family member or supervisor possessing the travel authorization. The sample of travel authorization has been disclosed in subclause 1 of subsection 2 of this clause.
 - 2) other family member or supervisor travelling together with the passenger of up to 14 years of age should fill in the questionnaire of the supervisor, the sample of which has been disclosed in subclause 2 of subsection 2 of this clause.
- (4) Tallink is not compensating the ship ticket, if the minor passenger has no required documents stipulated in the previous clauses or these have been inadequately drawn up and therefore the passenger is not allowed to the ship.

Part III – BOOKING, PAYMENT, CHANGING AND

CANCELLATION OF THE TICKET

1. GENERAL TERMS FOR BOOKING THE TICKET

- (1) These booking and payment terms (hereinafter the Terms) are valid for the bookings made in Tallink call centre, sales representations, check-in cash office of passenger tickets, internet environment, through the mobile phone application and travel agency.
- (2) The Terms stipulated in this part are applied to the bookings made for the individual passengers, whereby one booking could include up to 9 passengers.
- (3) These Terms are valid in internet environment for the bookings made for up to 24 passengers.

- (4) These Terms are invalid as to the bookings and/or tickets of the trips organized by the third persons, special trips and/or trips with special offer.
- (5) The tickets can be booked and paid in the sales representation of Tallink, check-in cash office of tickets, internet or mobile phone environment, at the travel operator or by calling to the call centre of Tallink.
- (6) The bookings and tickets can be changed and cancelled in Tallink sales representation, ticket check-in cash office, at the travel operator where the booking has been made or by calling to Tallink call centre.
- (7) The booking and ticket cannot be changed or cancelled in the internet or mobile phone environment.

2. PAYMENT FOR THE BOOKING

- (1) The booking made in Tallink internet and mobile phone environment should be paid for immediately when making the booking.
- (2) The booking made in Tallink sales representation, ticket check-in cash office, by calling to the call centre or at the travel operator is paid as follows:
 - 1) If the booking has been made more than 28 days before departure, it should be paid for within 14 days after making the booking;
 - 2) If the booking has been made 28 up to 14 days before departure, it should be paid for at least 14 days before departure;
 - 3) The booking made 14 or less days before departure should be paid immediately when making the booking.
- (3) If the booking has been made less than 5 workdays before departure and the payment is made with bank transfer, the employee of ticket check-in cash office has the right to require the making of payment at site (i.e. in port terminal), if the total sum of the booking has not been received to Tallink bank account by the moment of registration.
- (4) The terms different from these Terms are applied to Tallink package trips and these will be disclosed with the offer of package trip. The contract of package trip enters into force when the passenger has made the prepayment according to the booking and payment terms set for the package trips.
- (5) If the booking includes the service provided by the third person being the partner of Tallink, the partner's booking and payment terms are applied.

3. CHANGING OF BOOKING OR TICKET

- (1) The changing of the booking or purchased ticket involves the changing of passenger transport services (including direction and/or route of the trip, date or time of the departure, cabin class, price of transport of vehicle) and onboard services. The change

related to the price of transport of vehicle involves the changing of the height and length of the vehicle.

- (2) The changing of personal data in the booking or ticket (name, date of birth, nationality, sex and number of loyal customer) is not the changing of the booking or ticket.
- (3) When changing the transport of passengers and/or onboard services the passenger pays the contractual penalty on the basis of these Terms. In case of services to be provided by the third persons being the partners of Tallink the contractual penalty established by the third persons is applied.
- (4) The booking or ticket can be always changed by paying for the changed services according to the pricelist of Tallink. In case of changing the price of passenger transport service and/or onboard service the price incurring from the price difference of the initially purchased services and services changed in the booking should be paid or the price and the applicable contractual penalty will be returned according to subsections 7 and 8 of this clause.
- (5) In changing the booking or ticket more than 14 days before departure, excl Tallinn-Helsinki route trip, the contractual penalty is not applied.
- (6) No contractual penalty is applied in changing the ticket of the route trip of Tallinn-Helsinki 7 or more days before departure and in changing the *Business Lounge* ticket of the route trip of Tallinn-Helsinki.
- (7) Application of contractual penalty as follows (excl Tallinn-Helsinki route trip):
 - 1) If the ticket is changed 14 days up to 48 hours before departure and the changed ticket is cheaper than the initial ticket, 5 € as the contractual penalty will be withheld and price difference will be returned;
 - 2) If changes are made in the ticket less than 48 hours before departure and the changed ticket is cheaper, the price difference of the initially purchased ticket and the changed ticket will be withheld as the contractual penalty.
- (8) Application of contractual penalty on Tallinn-Helsinki route trip as follows:
 - 1) If the ticket is changed 7 days up to 48 hours before departure and the changed ticket is cheaper than the initial ticket, 5 € as the contractual penalty will be withheld and price difference will be returned;
 - 2) If changes are made in the ticket less than 48 hours before departure and the price of the changed ticket is cheaper, no price difference will be returned.
- (9) If changes are made as to the cabin services in the ticket less than 48 hours before departure the cost of cabin services will be withheld as the contractual penalty.

- (10) Tallink reserves the right to apply the contractual penalty of 5 € per one way of the trip, if the ticket is changed after check-in. The return ticket of the day trip should be changed before the end of check-in to the trip.

4. CANCELLATION OF THE BOOKING OR TICKET

- (1) Tallink cancels the booking not paid by the due date. Tallink cancels the ticket, if the passenger has not registered the ticket in the ticket check-in terminal or in another medium set for that purpose before departure. In case of day trip or cruise Tallink cancels the whole trip, if the passenger has not registered the ticket in the port of first departure.
- (2) At the cancellation of passenger transport and onboard services the contractual penalty is required on the basis of these Terms. In case of services to be provided by the third persons the contractual penalty established by them is applied.
- (3) At the cancellation of the ticket the ticket price is returned, from which the contractual penalty has been deducted, to the same bank account from which the ticket was paid for.
- (4) Application of contractual penalty as follows (excl Tallinn-Helsinki route trip):
- 1) At the cancellation of the booking or ticket more than 14 days before departure, the contractual penalty of 5 € will be applied;
 - 2) At the cancellation of the ticket 14 days up to 48 hours before departure 5 € as the contractual penalty and 20% of the price of the ticket will be withheld;
 - 3) At the cancellation of the ticket less than 48 hours before departure 100% of the ticket price will be withheld as the contractual penalty;
- (5) Application of contractual penalty on Tallinn-Helsinki route trip at the cancellation of the ticket as follows:
- 1) The contractual penalty of 5€ will be applied 7 or more days before departure;
 - 2) At the cancellation of the ticket 7 days up to 48 hours before departure 5€ as the contractual penalty and 20% of the ticket price will be withheld;
 - 3) Less than 48 hours before departure 100% of the ticket price will be withheld.
- (6) The non-appearance to the trip is excusable due to force majeure circumstances and this should be proven by the passenger. The force majeure circumstances and the proof submitted on these are assessed by Tallink. If the force majeure circumstance is proven, the sum paid for the ticket is returned to the passenger and no contractual penalty is applied.
- (7) The passenger can leave the sum paid for the ticket as prepayment for the future services to Tallink.

Part IV - SUBMISSION OF COMPLAINTS (PRETENSIONS)

- (1) The passenger has the right to submit a complaint on the act or omission of Tallink in any form. If the dispute cannot be settled on the basis of orally submitted complaint, the passenger presents it in writing or in the format that can be reproduced in writing to Tallink.
- (2) The complaint can be submitted to the e-mail address of client feedback of Tallink, in writing by mail or by filling in the questionnaire-application on the homepage of Tallink.

Estonia: AS Tallink Grupp, Sadama 5/7, 10111 Tallinn, feedback@tallink.ee
<http://www.tallinksilja.com/et/web/ee/tagasiside>

Finland: Tallink Silja Oy, PL 100, 00181 Helsinki
<http://www.tallinksilja.com/fi/web/fi/asiakaspalautteet>

Latvia:

Sweden: Tallink Silja AB, Att: Kundrelationer Box 27295 102 53 Stockholm
kundrelationer.swe@tallinksilja.com
<http://www.tallinksilja.com/sv/web/se/reklamation-feedback-form>

International: AS Tallink Grupp, Sadama 5/7, 10111 Tallinn,
international.sales@tallinksilja.com
<http://www.tallinksilja.com/en/web/int/feedback>

- (3) The complaint should include at least the following data:
 - name and contact data of the complainant;
 - date of submission of the complaint;
 - description of the deficiency of service;
 - claim to be submitted.
- (4) At the existence of the financial claim the relevant expense documents or other relevant documents should be added to the complaint.
- (5) As regards the onboard services rendered in the ship the complaints should be submitted immediately to the information desk during the trip.
- (6) If the passenger has submitted the complaint in writing or in the format that can be reproduced in writing, Tallink confirms the receipt of the complaint in the same format.
- (7) In general cases the complaint is solved within 2 months from the receipt of the complaint to Tallink at the latest. The complaints the solving of which requires special control and/or other special operations are settled pursuant to the due dates stipulated in the legal acts.
- (8) Tallink is obliged to notify the passenger of the course of settling the complaint and justified need to extend the due dates.