

APPROVED
AS Tallink Grupp 27 August 2019
by decision of the Management Board

Package Travel Terms and Conditions of AS TALLINK GRUPP

These Package Travel Terms and Conditions (hereinafter Package Travel Terms) are valid at AS Tallink Grupp as of 1 September 2019. The Package Travel Terms have been drafted on the basis of the directive of the European Union on package travel and linked travel arrangements (EU 2015/2302), the Tourism Act (<https://www.riigiteataja.ee/akt/128122017031>), Law of Obligations Act (<https://www.riigiteataja.ee/akt/131122017009>) and regulation of the EU concerning the rights of passengers when travelling by sea and inland waterway, and pursuant to the travel terms and conditions of AS Tallink Grupp and other regulations. In these Package Travel Terms, “Tallink” shall refer to AS Tallink Grupp.

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1. Introduction

1.1 Scope of the terms and conditions

These Package Travel Terms apply to package trips that last at least 24 hours or involve an overnight stay, which have been purchased mainly for personal purposes and include at least two of the following travel services: carriage of passengers; accommodation which is not intrinsically part of carriage of passengers; other tourism service, which is not intrinsically part of the aforementioned travel service.

Should one person (representative of a travel group) purchase a trip for another person, the person having purchased the trip has to communicate the Package Travel Terms, information sheet and other terms and conditions of the contract immediately also to the other person, for whom they are ordering and/or purchasing the Package Trip.

1.2 Special Terms and Conditions

Tallink is entitled to enact additional and special conditions to supplement the Package Travel Terms and these cannot be in controversy with the Package Travel Terms and the legislation of the Republic of Estonia.

Applying special terms and conditions is justified due to the particularities of the trip, provisions regarding types of transport (e.g. the booking and sales terms and conditions of the transport company), particular accommodation conditions arising from the particularity of the trip or other special terms and conditions of the travel services.

2. Package trip contract and liability for the performance of the contract

2.1.1 Tallink is obliged to provide the passenger travel services pursuant to the agreed terms and conditions.

2.1.2 Tallink shall be liable to the passenger for the performance of the contract regardless of whether the contractual obligations are to be performed by themselves or a third person (e.g. an accommodation company or transport company).

2.2. Content of the contract

The trip includes the services and the organisation which the passenger and Tallink have agreed on. Evaluation of the content of the contract takes into account all terms and conditions of the contract presented either in writing or verbally before the conclusion of the contract and other data stipulated in laws and regulations that apply to the trip. Tallink shall notify the passenger as required when the passenger purchases a package trip as provided in the EU directive 2015/2302. Tallink is fully liable for the proper execution of the whole package trip. Tallink has a proper guarantee for the performance of the contractual obligations and if the package trip includes transport, transporting the passengers back to the place of departure is ensured also if Tallink becomes insolvent.

2.3. Travel documents and travel insurance

Pursuant to the guidelines issued by Tallink, the passengers themselves must take care of having the documents necessary for the trip (including a passport, visa, vaccination certificate) and check that these documents and tickets are correct and valid. Within reasonable time before the provision of the travel services, the passenger has to check the arrival and departure schedules of the passenger carriage services. If Tallink has performed their obligation to inform, they are not liable for the damage caused to the passenger should the trip be cancelled or interrupted due to deficient or imprecise travel documents.

Tallink is not liable for the passenger having a voluntary travel insurance necessary for the trip. Tallink recommends the passenger to conclude along with purchasing a package trip also a travel insurance contract, which would include at least health, travel cancellation and luggage insurance with sufficient cover to meet the passenger's needs.

2.4. Possible security risk at the travel destination

Before concluding a contract, Tallink has to communicate to the passenger a package trip standard information form, pre-contractual information as provided in subsection 867(2) and general part of the Law of Obligations Act and the Consumer Protection Act. Whereas Tallink has to notify the passenger before concluding the contract of the passport and visa requirements of the destination country and the approximate time needed to get a visa, and also of the general health regulations of the destination and the journey, if relevant. The passenger is liable for following the requirements communicated by Tallink.

In addition to the passenger, primarily the authorities of the country visited are liable for the safety of the passenger in the foreign country. The passenger has to follow the instructions of the authorities.

Important information regarding the security of the destination and other important information related to the destination is available through the Ministry of Foreign Affairs and health care institutions of the place of residence, Estonian citizens and people with an Estonian residence permit can also obtain information from webpages <http://reisitargalt.vm.ee/> and <https://www.terviseamet.ee/et>. Before concluding the contract, the passenger has to familiarise themselves with the conditions prevailing along the journey and at the destination, and ask Tallink for additional information, if necessary.

2.5. Obligation to assist

Should the passenger fall ill, get into an accident or fall victim to a crime or have other difficulties during the trip, Tallink has to provide the passenger with relevant information regarding health care services, local authorities and consular assistance, and aid the passenger in communication and finding new travel options, if necessary. Should the passenger need assistance during the trip, the passenger has to turn to the ship's information desk, hotel reception or contact Tallink's customer service <https://www.tallink.ee>. The passenger shall bear the extraordinary expenses arising from the aforementioned or other situations (e.g. new transportation, accommodation at a hotel).

Should a situation described in clause 9.1.3 of the Package Trip Terms arise during the trip, Tallink has to provide the necessary assistance to the passenger and attempt to reduce the damage and inconvenience experienced by the passenger as far as is practicable and reasonable.

Tallink may demand a reasonable fee for the assistance provided if the passenger has caused the difficulties intentionally or due to their own carelessness. The fee cannot exceed the actual expenses incurred by Tallink in relation to the assistance.

2.6. The passenger's obligations and liability

2.6.1. During the trip, the passenger has to observe public policy, comply with the instructions and orders given by officials and the representative of Tallink and familiarise themselves with the standard conditions of carriage for passengers and their luggage at webpage <https://www.tallink.ee/et/reisijate-ja-reisijate-pagasi-veo-tingimused> and safety regulations <https://www.tallink.ee/et/turvalisus> and to follow the regulations and instructions of the hotels and third persons and their representatives who are Tallink's partners.

The passenger is liable for damage they have caused to Tallink or third persons intentionally or due to negligence, including when violating the regulations listed in this clause.

2.6.2. The passenger shall notify Tallink of their contact information, through which it is possible to contact them before the trip and during the trip. Whereas the passenger has to notify Tallink of changes in their contact information as soon as possible.

2.6.3. A representative of a group is obliged to communicate to the members of the group all information and documents related to the trip and to Tallink all the information and documents of the passengers. Tallink's obligation to inform is considered as performed when they have communicated the information related to the trip to the representative of the group and it does not have to be communicated separately to every passenger.

The group booking can be changed by the representative of the group alone or together with the passenger who requested the change.

2.6.4. The passenger or representative of the group is liable for the correctness and timely communication of the information communicated to Tallink – trip time, names, dates of birth and other personal data or special needs of the passengers. Tallink is not liable for damages that may be caused by wrongful or deficient information communicated by the passenger or representative of a group.

2.6.5. The passenger is liable for the possible consequences and/or other expenses of using the services in any way other than what has been agreed on in the contract or does not use the services in the order set. For example, leaving the carriage services included in the package trip partially or fully unused may cause the use of the further services to be limited or cancelled.

3. Entry into force and payment of the price of the contract

3.1. A package trip contract can be concluded at Tallink's online environment, via a smartphone app, at sales branches, the contact centre, at a service desk in the port terminal, self-service kiosk and the travel company's branch office or their online environment, unless the Package Trip offer provides otherwise.

3.2. A contract concluded between Tallink and the passenger is deemed to be concluded when the passenger has paid the travel fee or the first instalment of the trip as provided in the offer in the amount and by the deadline set by Tallink. Tallink is obliged to issue the tickets and other documents required to use the travel services after the travel fee has been fully paid pursuant to the rules set for service providers within a reasonable time before the trip begins.

3.3. By paying the travel fee or the first instalment, the passenger also confirms their agreement to the pre-contract information made available and disclosed by Tallink, the Package Trip Terms, contract terms and conditions, including possible additional and special terms and conditions.

3.4. If the passenger does not pay the travel fee or a part of it for the package trip by the agreed deadline, the passenger is deemed to have withdrawn their intention to conclude a contract and Tallink is entitled to withdraw from the contract.

4. The passengers right to withdraw from the contract due to changes made by Tallink or unavoidable and extraordinary circumstances before the trip begins

4.1. The passenger is entitled to withdraw from the contract, if

4.1.1 Tallink significantly changes the conditions of the package trip. A significant change is for example changing the transport services in a way that significantly increases the time needed for the trip, such changes in departure and arrival times that cause significant inconvenience and additional expenses for the passenger, a change in the trip destination or clear reduction in the level of accommodation, also a change in the nature or purpose of the trip or

4.1.2 the passenger has justified reason to think that after the contract entering into force, Tallink's possibilities for executing the trip in the agreed manner have significantly worsened at the trip destination or in its vicinity due to unavoidable and extraordinary circumstances, which may be for example an outbreak of hostilities in the region, other serious security problems such as terrorism, natural catastrophes such as natural disasters, floods, earthquakes or other weather conditions, strike, risks significantly endangering people's health such as a breakout of an infectious or viral disease at the destination or other such situations, due to which the trip cannot be executed for unforeseen reasons in a way that does not endanger the passenger's life or health (hereinafter force majeure).

Evaluation of the reason for withdrawal will take into consideration the standpoints of the relevant authorities (Ministry of Foreign Affairs, Ministry of the Interior) and also an official notice of the external representation or

4.1.3 they have other compelling reasons to assume that there is a significant deficiency in Tallink's work.

4.2. The passenger must notify of their withdrawal from the contract without delay. If the passenger does not notify Tallink of withdrawing from the package trip contract within the reasonable deadline noted in the notice regarding the changes, it is deemed that the passenger agrees to the planned changes.

4.3. The right to withdraw from the package trip contract due to a price increase has been provided in clause 7.2 of the Package Trip Terms.

4.4. In case of withdrawing from the package trip contract in the cases provided in this chapter, the passenger is entitled to receive a refund of the paid travel fee within 14 days as of withdrawing from the contract. The passenger is not entitled to withdraw from the package trip

contract without paying the required contractual penalty if the circumstances of the force majeure specified in clause 4.1.2 were known to the passenger or were supposed to be known to the passenger already at the moment of concluding the package trip contract.

If the withdrawal from the contract arises from the reasons referred to in subsections 4.1.1 or 4.1.3 of this section, the passenger is entitled to receive a compensation for the services paid for by the passenger that the passenger did not use during the trip, unless the reason for not using the services arises from Tallink or circumstances of force majeure that affected a third person who is Tallink's partner.

5. The passenger's right to cancel the package trip contract during the trip

5.1. The passenger is entitled to cancel the package trip contract during the trip if

5.1.1 incompliance to contract terms and conditions significantly affects the provision of the package trip service and the performance of the initially set objective, and the incompliance is not eliminated within a reasonable time set by the passenger after being notified of it.

5.1.2 circumstances of force majeure become apparent during the trip, unless the passenger was aware or should have been aware of these circumstances when concluding the contract.

5.2. In case of the trip being interrupted or the contract being cancelled, the passenger is entitled to get a refund of the contract fee. However, Tallink may demand a reasonable compensation for travel services that have already been provided or are to be provided to complete the trip (e.g. the cost of the provided transport service, the cost of the food and drink provided during the trip or the cost of other services already used will be taken into consideration when determining the compensation), unless due to the cancellation of the contract the passenger has no interest in the services that have already been provided or are to be provided.

5.3. If the passenger interrupts the trip on the grounds described in subsection 5.1 of this section, Tallink has to organise for the passenger a trip back to the place of departure of the trip or another agreed upon location on Tallink's own expense. The transport has to be organised with the same transport type as initially agreed upon.

5.4. If the passenger cancels the package trip contract on grounds specified in subsection 5.1 of this section and Tallink does not ensure for the passenger immediately and without asking for an additional fee a trip back to the place of departure or another agreed upon location that is equivalent to the initially agreed on trip, the passenger may take the necessary measures. The passenger has to use the measures economically to limit the amount of Tallink's expenses and other damages.

5.5. The possible right for compensations has been specified in clause 15 of the Package Trip Terms.

6. The passenger's rights in case of contract amendment and transfer of the contract

6.1. The passenger is entitled to amend the contract, including the destination of the trip, the date, hotel etc., by notifying Tallink before the beginning of the trip, on the condition that Tallink can enable this for the passenger and the passenger pays in addition to the price of the new trip the expenses for formalising the changed as notified by Tallink.

6.2. The passenger is entitled to change the passenger information in the contract or transfer their contractual rights and obligations to a person who complies with all the terms and conditions necessary for participating in the trip. If the passenger notifies Tallink of the transfer on a durable medium at least 7 days before the beginning of the trip, it is deemed that the tour operator has given their consent to transfer the contract.

6.3. Tallink is entitled to demand reasonable compensation for formalising the transfer of the contract. The compensation arises from the expenses related to organising the transfer of the contracts, terminating the contracts and concluding new contracts, and changing

information. The expenses related to transferring the contract may not be unjustified or higher than the expenses actually incurred by Tallink due to the transfer of the package trip contract. Tallink will notify the transferor of the actual expenses related to the transfer of the contract and, should the passenger request this, will submit proof of the additional fees or other expenses arising from the transfer of the contract. The transferor and transferee are jointly and severally liable for the payment of all additional fees and expenses.

7. Tallink's right to increase the travel fee

7.1. After concluding the package trip contract, Tallink is entitled to increase the travel fee on the condition that this option has been clearly provided in the contract and that Tallink has notified the passenger of the increase in the travel fee on a durable medium along with justifications and calculations of increasing the travel fee in a clear and understandable way at least 20 days before the trip begins and the increase in the travel fee does not exceed the actual increase of expenses and the basis for increasing the fee is:

7.1.1 change in the transport expenses due to the prices of fuel and other energy sources; or

7.1.2 a change in the tax or fee rates by third persons not directly involved in the provision of the travel services included in the contract, including changes in tourism taxes, disembarking fees, entry and departure fees of ports or airports; or

7.1.3 a change in the currency exchange rate that influence the cost of the trip as specified upon concluding the contract. The currency exchange rate used is the currency exchange rate of the day declared as the basis for Tallink's price formation. If the price formation has not been specified, the currency exchange rate of the date of the package trip contract will be used as the rate.

7.2. If the travel fee is increased after the conclusion of the package trip contract by more than 8%, the passenger is entitled to withdraw from the contract. The passenger has to notify Tallink of withdrawing from the package trip contract within a reasonable time set by Tallink or 7 days as of receiving the notice of the travel fee being increased. A notice communicated electronically will be deemed as having been received on the day it was sent out.

7.3. If the passenger withdraws from a package trip contract on the basis of subsection 7.2 of this section, Tallink has to return the travel fee paid by the passenger without delay, but not later than within 14 days as of receiving the contract cancellation notice.

7.4. If the circumstances specified in this section give rise to reduce the travel price, the passenger has the right to apply for a discount of the travel fee in the extent that complies with the reduction of the expenses specified in this section after the conclusion of the contract, but before the beginning of the package trip. Of the disbursed amount, Tallink may deduct actual administrative expenses related to discounting the travel fee and making the disbursements.

8. Amendments made to the package trip contract by Tallink

8.1. Tallink is entitled to amend the terms and conditions of the package trip contract before the beginning of the trip, if the amendment is insignificant. Insignificant amendments are deemed as amendments, which the passenger could have foreseen on the basis of the nature of the trip such as replacing the provider of accommodation and/or transport services with an equivalent provider of accommodation and/or transport services.

8.2. Significant amendments made by Tallink that give the passenger the right to cancel the trip have been listed in section 4.1. of the Round Trip Terms.

8.3. The amendments specified in subsection 8.1 of this section do not give the passenger grounds for withdrawing from or cancelling the contract, also not for discounting the travel fee. Should Tallink make insignificant amendments as specified in section 8.1., the passenger is obliged to pay the travel fee and other agreed upon fees.

8.4. Tallink has to notify the passenger of amendments to the contract on a durable medium in a clear, understandable and clearly distinguishable way.

9. Tallink's right to withdraw from the contract and cancel the trip

9.1. Tallink is entitled to withdraw from the contract and/or fully or partially cancel the trip, if:

9.1.1 the passenger has not checked-in to the ship trip that is a part of the package trip on time;

9.1.2 not enough participants have registered to the trip. In such a case, the passenger will be notified of the cancellation of the trip at least 7 days before the beginning of the trip, if the trip lasts two to six days, or 48 hours before the beginning of the trip, if the trip lasts less than two days;

9.1.3 Tallink's capacity to organise the trip in the agreed upon manner is significantly impeded due to circumstances of force majeure occurring at the trip destination or its vicinity. Also interruptions of essential services such as electrical power or water supply at the destination, due to e.g. a natural disaster or strike, may be sufficient causes. Evaluation of the reasons for withdrawing will take into consideration, inter alia, the standpoints of authorities (Ministry of Foreign Affairs, Ministry of the Interior) or for example an official notice of the exterior representation with regard to the situation. Passengers have to be notified of withdrawal from the contract and cancellation of the trip as soon as possible. In case of events provided in this section, Tallink is entitled to withdraw from the contract and in such a case the travel fee paid by the passenger on the basis of the contract has to be refunded to the passenger without paying them any additional compensation.

9.2. If a situation specified in subsection 9.1.3. of this section arises during the trip, Tallink is entitled to stop providing services on the terms and conditions provided in the contract and to make unavoidable changes to the itinerary, including organising carriage of passengers to the place of departure of the trip as soon as possible. Tallink must immediately, but not later than within 14 days as of the end of the trip, refund to the passengers the part of the travel fee that complies with the services they did not receive.

9.3. In case the trip is cancelled, Tallink is entitled to refund the amounts paid by the passenger within 14 days as of the cancellation of the contract, except if the trip was cancelled on grounds specified in subsection 9.1.1. of this section.

9.4. Tallink is entitled to withdraw from the contract if the passenger has not paid the travel fee or a part of it by the agreed payment deadline.

10. Deficiencies in the performance of the contract and notifying of them

10.1. There is a deficiency in the performance of the contract, if:

10.1.1 travel services do not meet the agreement or travel services cannot be considered as agreed; or

10.1.2 Tallink has not fulfilled their obligation to communicate to the passenger information about the terms and conditions that apply to the trip, the content of the trip, necessary travel documents, health requirements for the trip, timetables and other information necessary for the passenger; or

10.1.3 Tallink has not performed their contractual obligations of providing assistance.

10.2. A situation where the passenger does not use transport or other services included in the package trip or uses them only partially is not deemed as a deficiency.

10.3. If immediate elimination of the deficiency is not necessary, the passenger has to give a reasonable deadline for eliminating the deficiency. Evaluation of reasonable deadline should take into consideration the duration, destination and other aspects of the trip. If there are

deficiencies in the services provided on the ship, the passenger has to immediately notify the ship's information desk during the trip. If the deficiencies in the service occur elsewhere than on the ship, the passenger has to immediately notify a representative of the service provider, e.g. the reception of the hotel.

If implementing reasonable measures is impossible or it involves disproportionately high costs considering the scope of the violation and the value of the travel service affected, Tallink is exempted from implementing measures.

The aforementioned does not impede the passenger from referring to the deficiency of Tallink or a third person who is Tallink's partner in performing the contract is guilty of serious negligence or has behaved indecently.

11. Eliminating a deficiency

11.1. Tallink is obliged to eliminate a deficiency immediately or if immediate elimination is not necessary or possible, then within a reasonable deadline set by the passenger and in a way that it does not cause additional expenses or significant inconvenience to the passenger. Setting a reasonable deadline will consider the nature of the deficiency and its importance for the passenger and Tallink's options for eliminating the deficiency.

Regardless of the elimination of the deficiency, the passenger may be entitled to the price discount for the time of the deficiency specified in section 13 of the Package Trip Terms and the compensation for damages specified in section 14 of the Package Trip Terms.

11.2. Tallink is not obliged to eliminate a deficiency in their services if eliminating the deficiency is impossible or causes unreasonable expenses for Tallink. Evaluation of whether the expenses are unreasonable takes into account the extent of the deficiency and the price of the specified travel services.

12. Providing replacement services during the trip

12.1. If during the trip it is not possible to provide a significant part of the travel services as provided in the package trip contract, Tallink has to provide, without incurring additional expenses for the passenger, a replacement service for continuing the trip in at least the same quality as the travel services provided in the package trip contract.

12.2. Tallink has to provide to the passenger a relevant discount if the replacement service is of lower quality than the service agreed in the contract.

12.3. The passenger may refuse the provided replacement service if it is not equivalent to what has been agreed in the package trip contract or if the provided replacement service does not comply with the extent of the deficiency. If the passenger has refused the replacement service for good reason or if the replacement service cannot be provided, the passenger will be entitled to a justified discount and compensation for damages.

12.4. If the passenger refuses the aforementioned replacement service without good reason, the passenger will not be entitled to compensation for damages or discount of the travel fee.

13. Discount of the price

13.1. If Tallink has not eliminated the deficiency on their own expense and immediately or if the deficiency cannot be eliminated, the passenger will be entitled to demand a discount of the price compliant with the significance of the deficiency, unless Tallink proves that the deficiency arises from the passenger.

13.2. There is no right to a price discount of the deficiency is insignificant in comparison to the package trip contract as a whole. Calculation of the price discount takes into consideration the price of the package trip as a whole and not the price of the single deficient travel service.

Evaluation of the significance of the deficiency will take into account the passenger's individual needs and special requests when concluding the contract.

14. Compensation for damages

14.1. The passenger shall be entitled to receive a compensation for the damages caused to them by the deficiency in Tallink's services. Tallink must disburse the compensation to the passenger without an undue delay.

The passenger is not entitled to a compensation for damages if Tallink can prove that:

14.1.1 the deficiency arises from the passenger;

14.1.2 the deficiency arises from third parties not involved in providing the travel services and it could not have been prevented or stopped in a reasonable way;

14.1.3 the deficiency arises from circumstances of force majeure as specified in subsection 14.8. of this section.

14.2. Compensated damages may be, for example, additional expenses incurred for the passenger due to the deficiency and expenses that have become useless and income unearned due to a delay in getting back home, additional expenses caused by organising accommodation and the loss of enjoyment from the holiday or trip. The latter implies that there is a significant deficiency in the provision of the travel services.

14.3. The passenger has to attempt to limit the extent of the damage in the best possible way. Tallink is not liable for damages caused by the negligence of the passenger.

14.4. With regard to damages that have arisen in the course of carriage of passengers by sea, the compensation for damages will be calculated on the basis of those legislative acts and contracts that Tallink applies to carriage of passengers by sea. With regard to Tallink's obligation to compensate in case of damages related to maritime transport, the provisions of the Merchant Shipping Act or the regulation of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents will be applied.

14.5. The compensation for damages disbursed to the passenger will be determined on the basis of the extent of the damage caused, but it cannot exceed triple the price of the trip. This limitation of liability does not apply to personal damage and other damage caused intentionally or due to negligence.

14.6. To receive the compensation, the passenger has to prove that there were deficiencies in Tallink's services and that the damage caused to them had a causal link to this deficiency. The person claiming compensation also has to prove the extent of the damage.

14.7. Section 2.6.1 of the Package Trip Terms will be applied to the obligation to compensate for damages caused by the passenger to Tallink.

14.8. Tallink is not be liable for damages caused by circumstances of force majeure and which Tallink cannot affect and the consequences of which could not have been avoided even by implementing the necessary measures. Circumstances of force majeure have been listed in subsection 4.1.2 of the Package Trip Terms.

14.9 If the circumstances of force majeure make it impossible to organise the passenger's trip back to the place of departure or another agreed upon place in the way agreed in the contract, Tallink is, pursuant to the contract, liable for the payment of the necessary accommodation expenses pursuant to regulation EU 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

15. Errors in booking

15.1. Tallink will immediately compensate to the passenger for any damages caused by a technical error in the booking system used or by errors made in booking in relation to the

performance of due diligence. Tallink is not liable for booking errors caused by circumstances of force majeure.

15.2. The passenger is not entitled to demand a refund of the travel fee or compensation for damages if the booking error is caused by the passenger or circumstances of force majeure. If the passenger has communicated to Tallink or the service provider wrongful or incomplete information regarding the passenger or the trip, it is deemed to be an error caused by the passenger.

15.3. The passenger has to check the received documents, for example the booking confirmation, under the principle of ordinary diligence and notify Tallink of discovered deficiencies or errors as soon as possible. If the passenger violates their obligation to check and this causes them damage, their part in the occurrence of the situation could be taken into account when paying them a compensation for damages.

16. Reduction of compensation received under other legislative acts.

16.1. If a price discount or compensation for damages has been granted to a passenger on the basis of regulations of the European Union or international legislative acts regulating the rights of passengers, the amount of the compensation has to be deducted from the corresponding compensation granted on these terms and conditions.

16.2. The passenger is obliged to notify Tallink of compensations received from other companies in relation to deficiencies in the package trip.

17. Claims for compensation

17.1. Notifying of a deficiency has been provided in section 10 of the Package Trip Terms.

17.2. Claims for compensation are submitted to Tallink in writing, not later than within two months as of the end of the trip.

18. Disputes

18.1. If the dispute arising from the package trip contract cannot be settled by negotiations between the parties, the consumer may file the matter to the Consumer Protection and Technical Regulatory Authority (<https://www.ttja.ee/et>). The passenger may also file the matter to be settled by the court of first instance of their place of residence.