

SHUN TAK – CHINA TRAVEL MACAU FERRIES LIMITED
KOWLOON - MACAU FERRY SERVICES
CONDITIONS OF CARRIAGE OF PASSENGERS AND THEIR ACCOMPANIED LUGGAGE

I. DEFINITIONS

1. In these terms and conditions:

- (a) "The Company" shall mean STCT Ferry Services (Macau) Limited, Shun Tak-China Travel Macau Ferries Limited and subsidiaries, associates and/or affiliated companies of the said two companies and including servants, agents and/or employees of whatsoever nature (be it Master, Officers and/or crew members or otherwise) deployed on vessels owned, chartered or operated by all the companies mentioned hereinbefore.
- (b) "The Vessel" shall mean any hoverferry, hovercraft, high speed craft, ship, boat, or other floating craft owned or operated by the Company, or by any subcontractor employed by the company, or otherwise under the care and control of the Company.
- (c) "Passenger" shall include any person (other than a servant, an agent or an employee of the Company) and his or her guardians, executors,
 - i) who is carried on board the Vessel, whether for reward or not, and whether or not such person shall have made a booking or caused the same to be made, and/or
 - ii) who has paid or on whose behalf has been paid any fare, and/or
 - iii) to whom or to whose agent this ticket is issued.
- (d) "Adult" means a person of 18 years old or over.
- (e) Words importing the male gender shall include the female gender and vice versa and words importing the plural number shall include the singular number and vice versa.

II. THE CONTRACT

2. The Company is not and does not hold itself out as being a common carrier in relation to the transportation provided by the Company AND by accepting or using this ticket or by embarkation on the Vessel, the Passenger agrees that the transportation provided for herein as well as all relations between the Passenger and the Company in every possible contingency, and even in the event which the Vessel is found malfunction at the inception of the voyage, or later, shall be subject to and governed by all conditions and regulations printed, or stamped or written on this ticket (except estimated times of departure and arrival). No servant or agent of the Company has power or authority to waive or modify these conditions and regulations.

III. CONDITIONS AND REGULATIONS

3. Embarkation and Disembarkation

- (a) Passengers must arrive at the relevant ferry pier and must have completed all Immigration formalities 15 minutes before the scheduled sailing time indicated on the ticket held by him or such other period of time as the Company may announce from time to time.
- (b) Passengers shall embark and disembark in accordance with the instructions of the Company.

4. Validity of Tickets

- (a) Tickets are valid only for the date and time of sailing stated thereon and are not transferable except at the option of the Company.
- (b) The Company will entertain no claims for lost tickets.
- (c) Passengers must produce on request a complete valid, un mutilated and undefaced ticket whensoever requested by the Company.
- (d) In the event of any Passenger being refused landing permission by any relevant Government authority for any reason whatsoever the Company shall not be obliged to carry such Passenger back to his original port of embarkation except on payment of the full fare for the return voyage.

5. Alteration and Cancellation of Sailings

The Company's sailing schedule is subject to change and/or cancellation with or without prior notice. Where any sailing is cancelled or delayed, or where any sailing is accidentally overbooked as a result of any malfunction or maloperation of the Company's ticket booking system (whether or not such over-booking is caused by the negligence of the Company or its servants or agents) the Company may

- (i) cancel any ticket
- (ii) substitute any other vessel and/or sailing date and time for that stated on the ticket.

The Company's rights under this Clause are exercisable whenever the Company may in its absolute discretion think fit, and whether or not the cancelled, delayed or overbooked sailing is that stated in the ticket.

6. Refund of Passage Money

Where in accordance with Clause 5 above:

- (i) Any ticket is cancelled;
- (ii) any sailing time or date is substituted whereby the commencement of the voyage is altered by more than 6 hours from that stated on the ticket, and the Passenger does not travel at the substituted time or date;

The fare paid by the Passenger will be refunded on application to the ticket office within 1 month of such cancellation or substitution, on presentation of the ticket.

7. Children

Children 1 year old or above shall be charged full fare. Children under the age of 1 year may not occupy any seat and shall not be entitled to any luggage allowance unless the full fare in respect of such child has been paid. Children shall always must be accompanied by a ticket holding adult passenger and each adult passenger is permitted to carry only one child under the age of one and in both cases advance notice shall be given to the Company or its agents at or prior to time of booking.

8. Obedience to Instructions

- (a) Passengers shall obey and comply promptly with all instructions of the Company while on Company premises or on the Vessel or embarking on or disembarking from the Vessel.
- (b) In addition Passengers shall comply with all instructions and directions of any relevant Government authority or any regulations for the time being in force of any such authority.

9. Luggage

The Company reserves the right in refuse acceptance of any luggage in excess of the vessel's carrying capacity.

- (a) Subject to the foregoing passengers are allowed to hand carry one free personal luggage not exceeding a total of 20 kilos in weight or 560 mm x 360 mm x 230 mm in size.
- (b) Any oversized baggage or additional baggage shall be consigned at cost or carried on board after paying the excess charge as laid down in the Terms and Conditions of Baggage Arrangements.
- (c) No merchandise may be taken on board.
- (d) Luggage must not be placed on any seats.
- (e) The Company does not provide facilities for custody of luggage, and Passengers should ensure that any articles of value are retained on their person. The Company shall not accept responsibility for the loss of or damage to such articles of value, howsoever occurring.
- (f) The Company shall not accept for transportation luggage which is not accompanied by a Passenger, unless with prior arrangement.

10. Prohibited Luggage and Articles

Passengers are not allowed to take on board: -

- (i) any live or dead poultry, fishes, shellfish, household pets or other animals.
- (ii) any article or object emitting noxious or offensive odour.
- (iii) any dangerous or prohibited articles or other articles of the kind referred to in Clause 19 below.

The Company shall be entitled to inspect any luggage or articles intended to be embarked or on board in order to ascertain if they are within the provisions of this Clause.

11. Refusal of Embarkation

The Company may refuse to allow on board any passenger who is

- (i) not in possession of any valid ticket as referred to in Clause 4 above;
- (ii) in possession of any live or dead animal as referred to in Clause 10 above or any goods of the kind referred to in Clause 19 or who endeavours to transport luggage in excess of the luggage allowance as referred to in Clause 9 above;
- (iii) not in possession of a proper travel document valid at the ports of embarkation and disembarkation;
- (iv) in the opinion of the Company, any passenger(s) is(are) considered drunk, under the influence of any term of drug, seriously ill or suffering from infectious disease, or who is behaving in such a manner as to be undesirable of constitute a threat to the safety and comfort of other Passengers.
- (v) in the opinion of the Company, any passenger(s) is(are) likely to render the Company liable for his(their) living, maintenance or support.

In the event of such refusal of permission to board, no refund of the fare shall be made. Passengers' attention is also drawn to Clause 15, 18 and 19 below.

12. Passengers' responsibility for damage

Passenger shall be held responsible for and shall indemnify the Company against any damage caused by them to any property of the Company, including but not limited to the structure, machinery, gear, fittings, furnishing, equipment and appliances of the Vessel and the Company's landing stage and terminal buildings, and the Company reserves the right to detain Passengers and/or their luggage until compensation satisfactory to the Company in its absolute discretion has been made to the Company.

IV. EXCEPTIONS AND LIBERTIES

13. Substitution of Vessel

The company is at liberty to substitute any Vessel for the Vessel (whether named on the ticket or not) scheduled to sail at the time stated on the ticket from the port of embarkation named thereon, whether owned by itself or not, for the purpose of wholly or in part fulfilling this contract.

14. Voyage

The Vessel may at anytime whatsoever whether before or after embarkation proceed by any route whatsoever in the Company's absolute discretion (whether or not such route is the customary, direct or advertised route between the ports of embarkation and disembarkation) and may tow or be towed assist vessels in all situations sail at reduced speed for any purpose whatsoever and may proceed to or stay at any port or place whatsoever (although in a contrary direction or out of or beyond the customary or intended or advertised route to the port of disembarkation once or more often in any order backwards or forwards) for any purposes whatsoever, whether or not connected with the voyage, and even if making in substance another voyage or voyages.

15. Failure to land

If for any reason whatsoever, including sickness, the Passenger or any other Passenger for whom he is responsible is prevented from disembarking or fails to disembark at the port of disembarkation named in the ticket or substituted hereunder the Company may oncarry such Passenger to any other port or return him to the port of embarkation in the sole discretion of the Company. If such conveyance is effected in any Vessel operated by the Company the Passenger shall pay additional passage money therefore. The Passenger shall further indemnify the Company against any expenses incurred by the Company directly or indirectly in consequence of such prevention from disembarking or failure to disembark.

16. Omission to call at port

If, in the opinion of the Company, entry into any port of ports may result in inconvenience, delay, damage or danger either to the Vessel or any Passenger or Passengers or cargo for any reason whatsoever (including without prejudice to the generality of the foregoing restriction, epidemic and whether actual or threatened strikes), the Vessel may omit to call at any port or ports named on the passage ticket or to land or embark Passenger or their luggage AND when by reason of such omission, or by reason of quarantine restrictions, or restrictions of any kind, Passengers are unable to land at the port to which they are booked the Vessel may carry the Passengers forward or backward to any other port in the Company's sole discretion and land them and their luggage there, AND the Passengers may be charged additional passage money for the conveyance to the port at which they land.

17. Special Orders

- (a) The Vessel shall have liberty to comply with any orders, directions, recommendations or warnings as to departure, arrival routes, destinations, zones, waters, delivery, embarkation or disembarkation, or in any otherwise whatsoever, or howsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or local authority including any defacto Government, or local authority or by any person or body acting or purporting to act as or with the authority of any such Government or authority or by any Committee or person having under the terms of the Vessel's war risks insurance the right to give any such orders, directions, recommendations or warnings, AND nothing done or not done under such orders or directions shall be deemed a deviation.
- (b) If by reason of or in compliance with any such orders, directions, recommendations or warnings, the Vessel does not proceed to or is diverted from the port of disembarkation originally designated or to which she may have been ordered pursuant to the contract contained in the Passenger ticket, the Vessel may proceed to any safe port of disembarkation which the Company in its discretion may decide on and there disembark the Passenger and land his luggage. All extra expenses involved in reaching and disembarking and/or landing at any such other port of disembarkation shall be paid by the Passenger.

18. Sickness

- (a) No person (whether the holder of a ticket or not) shall embark or allow any person for whom he is responsible to embark when he or such other person is suffering from any sickness, disease, injury or infirmity, bodily or mental, or to his knowledge has been exposed to any infectious or contagious disease, or for any reason is likely to impair the health, safety or reasonable comfort of other persons onboard, unless in the case of sickness, disease, injury, infirmity or exposure, the same has been fully declared to the Company in writing and the written consent of the Company to such embarkation has been obtained.
- (b) If any such person shall nevertheless embark or allow any such person for whom he is responsible to embark without such consent as aforesaid having been obtained.
 - (i) he shall indemnify the Company against all loss, damage and expense incurred directly or indirectly by the Company in consequence of such sickness, disease, injury, infirmity or exposure, including any claims made against the Company, howsoever and whensoever arising, and any costs of defending the same, which the Company may incur or pay to third parties arising out of the embarkation of such person on the Vessel;
 - (ii) the Company shall not be liable for any loss of life or personal injury which he or the person for whom he is responsible may suffer, however causes, nor for complication or aggravation of the sickness, disease, injury, or infirmity even if caused by the act or neglect or default of the Company or its servants or agents.
- (c) If the Passenger for any reason whatsoever, including (but not limited to) sickness, drugs, disease, injury or infirmity, bodily or mental, reasonably appears to the Company to be: -
 - (1) unfit to proceed, likely to endanger health or safety onboard; or likely to impair reasonable comfort on board; and/or
 - (2) likely to be refused permission to land at his port of destination;
 then in such case, the Company may at its discretion refuse to embark such Passenger or disembark him at any port, and in case the Passenger is refused embarkation or is disembarked, no part of his passage fare shall be refunded and the Company shall not be liable for any loss or expense occasioned to the Passenger thereby.

19. Dangerous goods

The Passenger warrants that no goods brought by him, whether in his luggage or otherwise, are contraband, firearms, ammunition, explosives or any dangerous, noxious or noisome goods or articles prohibited by any Government, of a dangerous nature or such as to endanger the health or safety of other passengers, and will be absolutely responsible for and will fully indemnify the Company against any detention of the Vessel and any penalties, fines, expenses, loss, damage, or liability of whatsoever kind resulting from a breach of this warranty. The Company, its servants and agents shall be at liberty in their absolute discretion to jettison, land, destroy, or render innocuous any such goods, and the Passenger shall pay all charges and expenses incurred in or in consequence of such act by or on behalf of the Company.

20. Everything to form part of contract voyage

Anything done or not done by reason of or in compliance with Clauses 13 to 19 hereof shall be done or not done as part of or as the case may be in fulfilment of the contractual and intended voyage, and of the Company's obligations hereunder. In the case of trans-shipment or disembarkation of landing of the Passenger and/or his luggage or other goods in pursuance of any of the liberties accorded in Clauses 13 to 19 hereof, the Company shall cease to be under any obligation to forward the Passenger or his luggage to the port of disembarkation named in the passage ticket and all the remedies and right of the Company, its servants or agents shall have effect accordingly and nothing so done or not done shall constitute a deviation, and all the obligations of the Company shall be deemed to have been duly fulfilled and the passage fare earned in full.

21. Lien

The Company shall have a lien upon and a right to sell by auction or otherwise, without notice to the Passenger, the Passengers' luggage and other property in satisfaction of any passage fare or other charges unpaid or any other debts whatsoever due to the Company under the terms of this contract.

22. Liability and Exemption

- (a) The liability of the Company for death or person injury of the Passenger or for loss of or damage to his luggage shall, if the incident causing such death, injury, loss or damage occurred on board or during embarkation or disembarkation of the Passenger, be determined in accordance with the International Convention Relation to the Carriage of Passengers and their Luggage, signed at Athens, 1974, as enacted in Hong Kong, together with any modifications to such convention having the force of law in Hong Kong. The Company shall be entitled to all the rights, privileges, exceptions, limitations and immunities conferred by the Convention enacted as aforesaid or by any other legislation in force in Hong Kong or elsewhere, and nothing herein contained shall be deemed to be a waiver of any such rights, privileges, exceptions, limitations and immunities.
- (b) The Company shall in no circumstances whatsoever be responsible for death, injury or sickness of any Passenger or for loss of or damage to luggage caused by any incident occurring prior to embarkation or after disembarkation, however such death, injury, sickness, loss or damage, be caused and whether or not resulting from unseaworthiness or unfitness of any vessel, quay, landing stage or other premises or property owned or used by the Company and/or from the neglect or default of the Company.
- (c) The provisions of sub-clause (a) or (b) above, whichever may be applicable, shall extend to any ancillary contract, supply or service (including the sale or supply of food, drink and other goods and the provision of medical care) made or provided by the Company on shore or on board. In the event of any sale or supply of food, drink, medicines or any other goods whatsoever to the Passenger any expressed or implied condition or warranty, statutory or otherwise, by which the Company might otherwise be held liable for the Passenger, is hereby excluded.
- (d) The obligation of the Company in the case of detention, overbooking, cancellation of or delay to any sailing or the cancellation of any ticket shall be limited to the return of the fare in accordance with Clause 6.
In no circumstances whatsoever shall the Company be under any other liability to the Passenger in respect of the detention, overbooking, cancellation or alteration of any sailing or booking, or any failure or refusal to carry any Passenger, or any delay prior to embarkation or on the voyage.
- (e) No servant or agent of the Company (including every independent contractor from time to time employed by the Company) shall in any circumstances whatsoever be under any liability whatsoever to the Passenger for death or sickness, injury, loss, damage, delay or otherwise arising or resulting directly or indirectly from any act, neglect, or default on the part of such servant or agent acting in the course of or in connection with his employment and every condition, limitation, exception and liberty therein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company shall also be available and extend to protect every such servant or agent of the Company acting as aforesaid and, for all the purposes of the foregoing provisions of this Clause, the Company is or shall be deemed to be contracting with the Passenger as agent of and trustee for such servant and agent, who shall to this extent be or be deemed to be parties to the contract contained in the passage ticket.
- (f) The Company shall be entitled to be paid by the Passenger on demand any sum recovered or recoverable by such Passenger from such servant or agent of the Company for any such death, sickness, loss, delay, damage or otherwise.

V. JURISDICTION

- 23. The contract in the ticket, and any disputes arising in connection therewith or in connection with the carriage or non-carriage of the Passenger or his luggage aboard the Company's Vessels shall be governed by the law of Hong Kong. Except in the case of claims to which clause 22(a) applies (to which the provisions relating to jurisdiction of the Act shall apply) all claims against the Company shall be determined in Hong Kong.

In the case of any conflict between the English, Chinese and Portuguese translations of these terms and conditions, the English version shall be the definitive text.