

GENERAL CLAUSES
Passenger Maritime Transport Contract
CONSULMAR BISSAU SARL

Clause 1
Purpose

These clauses govern passenger maritime transport contracts performed by the shipping company CONSULMAR BISSAU, through its vessels or vessels chartered by it, without prejudice to the applicable legislation.

Clause 2
Passenger Ticket

1. The passenger ticket is the only suitable means of proof of the passenger maritime transport contract performed by CONSULMAR BISSAU SARL;
2. The ticket must contain the following information:
 - a. Date and place of issue;
 - b. Name of the vessel;
 - c. Port of embarkation and disembarkation;
 - d. Date and place of embarkation and disembarkation;
 - e. Fare and reference to these clauses.
3. CONSULMAR BISSAU may replace the vessel identified in the passenger ticket in exceptional situations, provided that the substitute vessel belongs to the company or offers qualities identical to the replaced vessel, in the case of a charter.
4. The passenger may not assign their contractual position, the passenger ticket being personal and non-transferable.

Clause 3
Baggage

1. The passenger shall be entitled to the transport of baggage subject to the following limits:
 - a. One checked and invoiced piece of baggage up to a total limit of 20 kg;
 - b. One free cabin baggage item up to a limit of 6 kg, whose dimensions shall not exceed 50 cm x 40 cm x 15 cm;
2. At check-in, the passenger shall be given a baggage tag as proof of checked baggage, the only suitable means of such verification;
3. Cabin baggage is limited to the following items:
 - a. Identification documents;
 - b. Mobile phones;
 - c. Cash, cheques, credit cards;
 - d. Jewellery items;
 - e. Medicines;
 - f. Commercial samples;
 - g. Fragile or perishable items;
 - h. Computer;
4. CONSULMAR BISSAU shall not be liable for cabin baggage under any circumstances, except in the event of perils of the sea, under the law.

5. Both cabin baggage and personal baggage may only include goods exclusively belonging to the passenger.

6. The transport of beverages and foodstuffs in cabin baggage is not permitted, except for baby, child or patient food.

7. CONSULMAR BISSAU is not liable, in case of loss or damage, for valuables, namely negotiable securities, gold, silver, jewellery, haute couture, works of art, audiovisual equipment, mobile phones, video cameras, computer equipment or sports equipment — in particular fishing or diving — which shall, for all purposes, be treated as cabin baggage, even if dispatched as hold baggage.

8. Whenever baggage exceeds, in weight or volume, that stipulated in this clause, a special freight shall be payable by the passenger, in accordance with the tariff in force at CONSULMAR BISSAU, within the limits of available transport capacity.

9. Only baggage whose dimensions and shapes are not likely to cause damage, safety hazards, abnormal operating difficulties or disproportionate inconvenience to the transport is permitted.

10. If, due to its shape or size, it is not possible to carry the cargo on board, once authorised by CONSULMAR BISSAU, the passenger is entitled to reimbursement of the price already paid.

11. In addition to what is provided for in special legislation, the following baggage is not permitted:

- a. Any type of explosives or flammable materials;
- b. Other dangerous goods, as classified by the IMO;
- c. Live animals, other than pets.

12. The carriage of pets is permitted, provided they are in suitable enclosures provided by the owner; if the animal's dimensions do not allow the use of enclosures, the animal may be carried in an area designated on the vessel, with CONSULMAR BISSAU not being responsible for the suitability of the respective conditions.

13. The transport of weapons and ammunition is only permitted upon presentation of the respective licence issued by the Maritime Police, which is the passenger's responsibility to obtain. All weapons shall be handed over to the ship's Chief Officer and transported in a special compartment.

Clause 4
Food and Accommodation

1. The transport contract does not include the provision of any meals.
2. The foregoing does not affect the passenger's right to purchase food products and accommodation on board the vessel, in accordance with the tariffs set therein.

Clause 5
Embarkation

The passenger must present themselves at the port of embarkation at least 60 minutes before the boarding time stated on the passenger

ticket, duly accompanied by the ticket and an official identification document.

Clause 6 Schedules

1. CONSULMAR BISSAU undertakes to use its best efforts to transport the passenger and baggage with reasonable promptness;
2. CONSULMAR BISSAU may, in a fortuitous event or force majeure and without prior notice, alter or omit calls indicated on the ticket, if necessary;
3. Schedules may be changed without prior notice; CONSULMAR BISSAU shall use its best efforts to inform the passenger of the change whenever it exceeds two hours;
4. CONSULMAR BISSAU assumes no responsibility for connections with other transport or services.

Clause 7 Provision of information

In the event of delay, CONSULMAR BISSAU shall inform passengers, as soon as the information is available, of the estimated time of departure and arrival.

Clause 8

Rerouting and refund in case of delayed or cancelled departures

1. When CONSULMAR BISSAU has good reason to expect that a passenger maritime transport service will be cancelled or that its departure from a port will be delayed by more than 90 minutes, passengers shall immediately be offered the choice between:
 - a) rerouting to their final destination, under equivalent conditions, pursuant to the transport contract, at the earliest opportunity and without additional costs;
 - b) refund of the ticket price and, where applicable.
2. If the passenger maritime transport service is cancelled or its departure from a port is delayed by more than 90 minutes, passengers are entitled to rerouting or refund of the ticket price.
3. The full refund of the ticket referred to in point (b) of paragraph 1 and in paragraph 2 shall be made within 7 days, in cash, by electronic bank transfer, by bank transfer order or by cheque, at the price at which it was purchased, for the part or parts of the journey not made, and for the part or parts already made if the journey is no longer justified in view of the passenger's original travel plan. If the passenger agrees, the full refund may likewise be made in the form of vouchers or other services in an amount equivalent to the purchase price of the ticket, provided that their conditions are flexible, especially with regard to the period of validity and the destination.

Clause 9 Additional compensation claims

Nothing in these regulations prevents passengers from bringing actions before national courts to obtain compensation for losses resulting from cancellation or delays of transport services.

Clause 10 Liability for Damages

1. Without prejudice to Clause 3, CONSULMAR BISSAU is liable for damages culpably caused to the passenger and/or baggage, on the vessel and during the voyage, from the beginning of embarkation operations until the end of disembarkation operations.
2. It is for the injured passenger to prove that CONSULMAR BISSAU failed to observe any of its obligations or that the event resulted from its fault or from that of its auxiliaries, under the law.
3. The injured party shall demonstrate the damages actually caused, without prejudice to compensation always being limited to the following amounts:
 - a) 1,000 FCFA per kg, in the case of baggage previously weighed before embarkation;
 - b) 15,000 FCFA per piece, in the case of baggage not weighed.
4. Claims regarding personal injury shall be submitted at the time of disembarkation and confirmed in writing by CONSULMAR BISSAU within 24 hours.

Clause 11 Carrier's liability

1. CONSULMAR BISSAU is liable for damages resulting from the death or bodily injury of a passenger caused by a navigation incident, to the extent that such losses for the passenger do not exceed 1,500,000 FCFA in each specific case, unless the carrier proves that the incident:
 - a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, unavoidable and irresistible nature.
 - b) was entirely caused by an act or omission of a third party, committed with the intention of causing the incident.
2. CONSULMAR BISSAU is liable for damages resulting from the death or bodily injury of a passenger not caused by a navigation incident, if the incident that caused the damages was due to fault or negligence of the carrier. The burden of proving fault or negligence lies with the claimant.
3. CONSULMAR BISSAU is liable for damages resulting from the loss of or damage to baggage, if the incident that caused the damage was due to fault or negligence of the carrier. Fault or negligence of the carrier is presumed in the event of damage caused by a navigation incident.
4. For the purposes of this article, the following shall mean:
 - a) "Navigation incident": a shipwreck, capsizing, collision or grounding of the vessel, explosion or fire on the vessel or defect of the vessel;
 - b) "Fault or negligence of the carrier": the fault or negligence of the carrier's employees acting in the performance of their duties;
 - c) "Defect of the vessel": any anomaly, deficiency or non-compliance with applicable safety provisions with respect to any part of the vessel or its equipment used for the exit, evacuation, embarkation and disembarkation of passengers; or used for propulsion, steering, safety of navigation, mooring, anchoring, arrival or departure from a quay or anchorage or limitation of damage following flooding; or used for the launching of lifesaving appliances;
 - d) "Damages" excludes punitive or exemplary damages.



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5. The liability of CONSULMAR BISSAU, under this article, refers only to damages resulting from incidents occurring during the course of the transport. The burden of proving that the incident that caused the damages occurred during the course of the transport, and the extent of the damages, lies with the claimant.

6. No provision of this convention affects CONSULMAR BISSAU's right of recourse against third parties, nor the right to invoke contributory negligence under Article 6 of this convention. No provision of this article affects the right of limitation provided for in Articles 7 or 8 of this convention.

7. The presumption of fault or negligence of a party or the allocation of the burden of proof to a party does not preclude the assessment of evidence in that party's favour.

Clause 12

Gratuitous Transport

The transport contract carried out free of charge by CONSULMAR BISSAU is not subject to these general clauses of the transport contract.

Clause 13

Special Fares

The provisions of these general clauses do not preclude the adaptation of specific provisions and regulations in the case of the application of special and/or promotional fares, subject to their own rules.

Clause 14

Dispute Resolution

For any and all disputes arising from the passenger maritime transport contract performed by CONSULMAR BISSAU, the Judicial Courts of Bissau shall have jurisdiction.