

**REGULATION REGARDING THE OPERATION OF SHIPS OF THE OVERSEAS
COLLECTIVITY OF SAINT-PIERRE AND MIQUELON – SPM FERRIES
– CARRIAGE OF PASSENGERS AND ACCOMPANIED VEHICLES**

SPM FERRIES GENERAL TERMS AND CONDITIONS OF SALE

Preamble

The purpose of these general terms and conditions of sale is to govern contractual relations between Passengers and SPM FERRIES (hereinafter referred to as “SPM FERRIES” or the “Carrier”).

SPM FERRIES reserves the right to amend these general terms and conditions without notice.

Article 1: Trip Reservation

1.1 Definitions

SPM FERRIES offers three different tickets (hereinafter referred to as “Ticket”):

- **The Travel Ticket** is personal, exclusive and valid only for the carriage indicated on it for the Passenger or Passenger’s vehicle mentioned.
It is valid for one year from its date of issuance.
- **The Open Ticket** is personal. It is established for a specific route, but no travel date is indicated.
It is valid for one year from its date of issuance.
- **The Pass** is personal and applies only to a specific route. It is valid for one year from its date of issuance. If the Pass is reloaded before the one-year period has elapsed, unused trips are carried forward and the validity date commences on the date of reloading.

1.2 Tickets

Passengers are not required to have a printed ticket. They can prove that they have a Ticket by presenting:

- Their E ticket on a phone or tablet;
- Their ticket number along with a valid ID card.

1.3 Payment Terms

Tickets shall be paid in euros except for tickets purchased at the Newfoundland ticket office, where payment shall be made in Canadian dollars.

Passengers may make an unpaid reservation. For the Ticket to be valid, the Passenger will be required to pay for the Ticket no less than three days prior to the date of carriage.

Subject to ticket office opening hours, ticket sales will end 30 minutes prior to departure time for departures from Saint-Pierre, Miquelon and Langlade, and one hour prior to international departures.

The price of the Ticket paid by the Passenger includes all taxes.

1.4 Duplicates

In case of loss or theft or other event of this nature, Tickets cannot be reprinted.

Passengers may go to an SPM FERRIES ticket office before boarding begins, with an identity document, where the agent will be able to give them their reservation/Ticket number.

The Pass can be reprinted at the Saint-Pierre ticket office at the rate in effect (unused trips will be transferred).

Article 2: Ticket Changes and Refunds

Change or cancellation requests must be made during opening hours, at ticket offices, by phone or by email.

2.1 Ticket Change Conditions

Ticket changes are conditional on remaining availability for the route under consideration.

A fee is charged for all changes, equal to 25% of the ticket price for Travel Tickets.

For those with Open Tickets, it is free to have the date added to the Ticket, but any changes are subject to a fee equal to 25% of the price of the Ticket.

A Ticket that has been changed is valid for 1 year from the date of purchase of the Ticket.

Changing the date of a trip on a Pass is subject to payment of a flat fee, according to the rate in effect.

There is no charge when the change results from a trip being cancelled or postponed by SPM FERRIES.

A change to the name of the pass holder is exceptionally authorized in the event of the death of the original pass holder.

2.2 Ticket Cancellation Conditions

Ticket cancellations are subject to a fee which varies depending on the date of the cancellation request.

For cancellation requests made prior to the date of departure, the fee is 25% of the ticket price.

For cancellation requests made on the date of departure, the fee is 50% of the ticket price.

No refunds are given when the request is made after the date of departure.

Full refunds are given when the cancellation results from the trip being delayed or cancelled by SPM FERRIES.

The Carrier undertakes to send all information concerning the cancellation of a trip on one of its ships by using the different means of communication at its disposal (SPM FERRIES website, email, notices posted at the different ticket offices, local media press releases).

The Pass is refundable if no crossing on the Pass was used during its period of validity.

A round-trip ticket is refundable if no trip has been used.

Article 3: Types of Travel

3.1 Boarding of Foot Passengers

For inter-island departures, Foot Passengers with a Ticket must arrive 30 minutes prior to departure for ticket validation. -

For international departures, Foot Passengers with a Ticket must arrive 60 minutes prior to departure for ticket validation before going through the different pre-boarding checks.

We expressly remind Passengers that the Ticket required for the trip and the official documents required to enter French territory or Canada are separate.

For international departures, each Passenger must ensure that they have in their possession all the valid documents required to enter Canadian or French territory.

SPM FERRIES shall not be held responsible for the refusal of the competent authorities, Canadian or French, to allow a passenger to enter their country/territory for any reason whatsoever.

Passengers refused entry to a country/territory are not entitled to a ticket refund.

Passengers who are refused entry to a country/territory are solely responsible for paying for their return fare.

3.2 Boarding of Vehicle Passengers

Vehicle Passengers must arrive 60 minutes prior to departure to undergo checks by SPM FERRIES and their service providers.

Article 4: Persons with Reduced Mobility

Persons with reduced mobility wanting to benefit from accommodations must contact SPM FERRIES by calling 011 (508) 41 08 75 or by sending an email to info@spm-ferries.fr, to indicate their assistance needs at least 48 hours prior to the start of the trip.

For safety reasons, these accommodations cannot be provided aboard the ship "*le Jeune France*."

Passengers who, within the specified time frame, indicated needs that the crew and/or the ship "*le Jeune France*" is unable to meet shall be offered a full refund of their Ticket.

Article 5: Accompanied or Unaccompanied Children

Passengers under the age of 14 must travel under the supervision and responsibility of an adult guardian.

Consequently, during a boarding check, the child must be accompanied by the person who is responsible for them during the trip.

In addition, in accordance with existing legislation, any minor not accompanied by a parent or legal representative must travel, on international trips, with a lawful and valid authorization to leave the country (AST).

This authorization to leave the country form must be the original copy and must have been completed and signed by one of the parents holding parental authority (which is available at the following address: <https://www.service-public.fr/particuliers/vosdroits/F1359>) and must be accompanied by a photocopy of the identity document of the signing parent.

Article 6: Pregnant Women

Pregnant women who are in their third trimester of pregnancy or who have pregnancy complications, regardless of the month of pregnancy, must provide a medical certificate authorizing the trip.

Pregnant women in their last four months of pregnancy and people accompanied by an infant under 4 months of age are considered persons with reduced mobility for safety reasons.

Article 7: Carriage of Vehicles on the Ferries NORDET and SUROIT

The carriage of all vehicles is subject to reservation, during which the Passenger shall specify the exact dimensions, make and features of the vehicle. In case of an omission or false declaration, SPM FERRIES reserves the right to deny boarding for the vehicle.

The Passenger must provide a photocopy of the vehicle registration document, as well as documents proving that it is insured.

To be brought on board, trailers not drawn by motor vehicles shall be equipped with the equipment needed to enable their boarding.

The vehicle must be presented 60 minutes prior to the planned departure time, failing which SPM FERRIES reserves the right to cancel the reservation, without compensation.

The vehicle will be ready for pickup at destination, as soon as it is unloaded.

In all cases, the information provided entails the shipper's liability.

7.1 For Accompanied Vehicles

Vehicle operations shall be performed at the sole responsibility of their owners or the owners' authorized representatives.

SPM FERRIES shall not be held liable for damage caused by driver error or vehicle failure.

At the request of the owner or their authorized representative, light vehicles or vehicles not requiring a licence may be operated by employees of SPM FERRIES who hold a class-B licence subject to payment of a fixed sum per move corresponding to the application of the rate in force.

Under no circumstances shall SPM FERRIES employees operate motorcycles with engine displacements over 125 cm³.

7.2 For Unaccompanied Vehicles

To have SPM FERRIES take charge of the vehicle, it is necessary to contact the Freight Sales Department for a reservation and to agree upon the terms and conditions of picking up the vehicle.

The carriage of an unaccompanied vehicle is similar to the carriage of goods and it shall be subject to the General Terms and Conditions of Sale of Goods, as well as applicable legal provisions.

Additional parking and carriage fees applicable to this operation may be required of the sender/shipper, based on rates in effect.

Other vehicles requiring special licences, in particular vehicles over 3.5 tons, vehicles with more than 9 seats, and construction or public works vehicles, may be operated only by the shippers/senders or their authorized representatives, who must be present at the time of the ship's departure and arrival.

Carriage of these vehicles will be billed according to the freight rate in effect.

7.3 Utility Vehicles – Wheeled Vehicles

The cost of carriage is determined based on the rate in effect, officially declared after deliberation, and for heavy machinery, based on the total laden weight, as indicated on the vehicle registration papers and on the vehicle, regardless of the vehicle load.

The cost of carriage is calculated by freight tone, either by weight or by volume, whichever is more advantageous for SPM FERRIES.

The cost will vary on the basis of the weight or volume of the vehicle/wheeled vehicle being carried.

Article 8: Luggage

Luggage and personal effects shall be under the custody and supervision of Passengers during the crossing and during boarding and disembarkment operations.

Luggage must not contain flammable (including matches), explosive or corrosive material, loaded or unloaded firearms, or any other dangerous products that could give rise to undue risk.

The Carrier reserves the right to refuse the carriage of items for safety or operational reasons.

For safety reasons, the competent authorities may conduct a search and full or partial inspection of luggage at any time, using the technical devices or human resources necessary.

It is mandatory to label and identify luggage with the owner's name and address.

Goods which have been placed on luggage carts without the knowledge of the Carrier's employees shall be duly registered, applying the rates in effect.

Luggage carts are for the exclusive use of SPM FERRIES Passengers.

Parcels that cannot be placed in luggage (cumbersome or unwieldy parcels) must be declared as goods.

Users and Passengers must ensure that luggage is properly prepared and fit for carriage.

8.1 On the Saint-Pierre/Miquelon Line:

Depending on its size and weight, luggage must be carried either:

- In cabins, each Passenger may carry, free of charge, one piece of luggage not exceeding **55 cm X 35 cm X 25 cm** in size and **10 kg** in weight (beyond this size and weight, luggage shall be placed on the luggage carts), as well as an additional item such as a handbag, portable computer, camera.

- On the luggage carts and/or luggage vehicle which are made available to Passengers to place their luggage, under their sole responsibility.
Luggage pieces shall not exceed **75 cm X 50 cm X 30 cm** in size and **23 kg** in weight.

8.2 On the Saint-Pierre/Fortune, Miquelon/Fortune Line:

Depending on its size and weight, luggage shall be carried either:

- In cabins each Passenger may bring, free of charge, one piece of luggage not exceeding **55 cm X 35 cm X 25 cm** in size and **10 kg** in weight (beyond this size and weight, luggage shall be placed on luggage carts), as well as an additional item such as a handbag, portable computer, camera.

- On the luggage carts and/or luggage vehicle, which is made available to Passengers to place their luggage, under their sole responsibility.

Each Passenger may carry, free of charge, two pieces of luggage which shall not exceed **75 cm X 50 cm X 30 cm** in size and **23 kg** in weight.

Passengers may bring one additional bag subject to payment of a flat-rate fee of €10 prior to boarding, at the different sales outlets

Beyond three luggage items, the Passenger shall contact a carrier of their choice to forward additional bags.

8.3 On the Saint-Pierre/Langlade Line:

Each Passenger may carry luggage not exceeding **75 cm X 50 cm X 30 cm** in size and not weighing over **23 kg** each.

Because of the boarding and disembarkment conditions at Langlade (no wharf), all luggage must be properly closed. Passengers shall be responsible for open shopping bags during boarding and disembarkment operations.

Luggage and personal effects remain under the custody and supervision of Passengers during the crossing and during loading and unloading operations.

SPM ferries reserves the right to refuse to accept a piece of luggage (accompanied or not) that is improperly prepared or labelled, unfit for carriage and/or visibly damaged.

Bags or plastic shopping bags that do not close with a zipper or any other satisfactory, original system do not constitute luggage that is properly prepared for carriage and may be refused by the ship, with no compensation.

Under all circumstances, open bags and/or shopping bags that are unfit for carriage remain the responsibility of their owner during boarding and disembarkment operations and during the crossing.

8.4 Special Luggage:

Hunting weapons (firearms or bow-and arrow) may be carried on board, under the responsibility of the Passenger holding a hunting permit, only if they are placed in a locked **case** or are **disassembled**. In all cases, the arm must be **unloaded** and not have any bullets in the chamber.

Hunting weapons must be registered when the owner buys their Ticket.

Declaration forms must be properly filled out and given to SPM FERRIES employees when they are dropped off at the Operations Department.

For hunting weapons travelling in a vehicle, the declaration form must be handed in at boarding.

Article 9: Left Luggage

The Saint-Pierre and Miquelon ticket offices provide, during opening hours, a paid left-luggage service.

This service is offered to all SPM FERRIES Passengers under the following conditions:

- The Ticket must be presented to the SPM FERRIES agent;
- The luggage must be labelled and locked;
- The left-luggage office is open to Passengers on the day of departure from Saint-Pierre and/or Miquelon until the Saint-Pierre and/or Miquelon Ticket Office closes;
- Carry-on luggage cannot be left at the left-luggage office.

Moreover, Passengers must make sure that their luggage does not contain high-value items (passport, bank card, jewellery) for which they are responsible and for which SPM FERRIES accepts no responsibility.

Passengers remain responsible for their luggage and its contents.

SPM FERRIES accepts no liability in case of theft, burglary or forgotten or damaged luggage.

Article 10: Carriage of Pets

Carriage of accompanied pets is possible, up to the maximum allowed by the ship's quota, for departures from all ports and on all ships for Foot Passengers.

- On the Miquelon and Fortune lines, Passengers must pay for their pet's carriage according to the applicable rate.

- Carriage of pets is free between Saint-Pierre and Langlade.

Carriage of pets is allowed in vehicles.

In this case, the pet's carriage is free.

For international travel, your pet passport must meet the health regulations in force and will be inspected at boarding (vaccination and microchip).

If the required documents are not compliant, the Carrier reserves the right to refuse the boarding of the animal.

In all cases, pets travel under the responsibility of their owner, who is responsible for taking out an appropriate insurance policy.

The owner must take every measure to avoid incidents.

SPM FERRIES accepts no responsibility in case of injury sustained by the animal carried.

SPM FERRIES, through its staff, may refuse access on board of an animal that may pose a risk to Passengers.

In such cases, tickets cannot be refunded or exchanged.

The admission on board of a pet by no means relieves the Passenger in charge of the pet of their responsibility in the case of an attack, or damage of any type caused by this animal. Animals are not allowed in cabins with the exception of service dogs, who must be declared when Tickets are booked.

Article 11: Provisions Related to Continuing Travel

With respect to ferry services operating between Miquelon/Fortune via Saint-Pierre in the off-season when there is no direct Miquelon/Fortune connection, Passengers can take advantage of free inter-island carriage when they make a reservation that includes the inter-island portion as a continuation of their trip.

The same holds true for their motor vehicle or other wheeled vehicle included in their booking of carriage.

In case of prolonged cancellation of one of the SPM FERRIES ships, Passengers can use their "Return" Ticket on the trip closest to their final destination.

Pre-carriage and post-carriage shall, however, be at the Passenger's expense.

Article 12: Refusal of Passengers

SPM FERRIES reserves the right to refuse, at any time, the carriage of a Passenger with a Ticket:

- On the grounds of public safety;
- If it is necessary in order to comply with applicable laws and standards in the country of origin or destination;

- If, due to the Passenger's behaviour, condition, age, or mental or physical condition, it is necessary to prevent any significant damage, inconvenience or disturbance to the other Passengers or the crew;
- If the Passenger presented the Carrier with an illegal or expired document, one that was declared as lost or stolen, or one that is possibly counterfeit or contains modifications or alterations of any type. In these cases, SPM FERRIES reserves the right to keep these documents;
- If the person who arrives at SPM FERRIES does not match the Ticket holder. In this case, the Carrier reserves the right to keep this Ticket;
- If the Passenger's health requires medical assistance during the trip and they arrive without this assistance;
However, if the Passenger arrives with a proper medical certificate confirming that they do not require medical assistance during the crossing, SPM FERRIES will be able to allow them to board, but declines any responsibility concerning them.

In all the above-listed cases, Passengers shall not have the right to avoid liability for damage caused to their own person, to the ship, to property and equipment, to third parties and to the property of third parties.

A Passenger's acceptance on board by SPM FERRIES shall not be considered as a waiver by SPM FERRIES of its right to afterwards assert its reservations about the Passenger's condition, known or unknown to the carrier, at the time of boarding and/or at the time of departure of the ship.

Article 13: Passenger Liability

Passengers are liable for any damage caused (by them or by anyone in their custody) to the ship, its facilities and amenities, to other Passengers, to employees and to third parties, as well as for any penalty, ticket, fine or any other conviction that were to be attributed to the Carrier, through the Passenger's own act, by any authority or State whatsoever.

If the Carrier judges that the conduct or behaviour of a Passenger aboard the ship poses a risk to any person or property on the ship or prevents the crew from performing its duties, or if the Passenger neglects to follow instructions given by the crew, or threatens, abuses or insults crew members, or is confrontational with other Passengers in a disgraceful or offensive manner, the Carrier may take any action deemed necessary to put an end to this behaviour, including the disembarkment of the Passenger.

SPM FERRIES will, at a later date, take any civil or criminal legal action authorized by law.

Article 14: Carrier Liability

14.1 Liability for Damage to Passengers and Luggage

The Carrier shall be held liable only under the terms and conditions of Regulation (EC) No. 392/2009, which incorporates the Athens Convention of 1974 on the carriage of Passengers and their luggage by sea, as amended by the Protocol of 2002.

French law shall apply for all aspects outside the scope of the above-mentioned Regulation.

In case of visible damage caused to luggage, Passengers must file a report with input from both parties with the seagoing staff before leaving the ship.

For non-visible damage to luggage, Passengers must send written notice by registered mail with return receipt within 15 days at most of the date of the trip to the following address:

SPM FERRIES
2, place Mgr François MAURER
BP 4208
97500 Saint-Pierre et Miquelon

Should the Passenger fail to comply with these requirements, the luggage shall be deemed to have been offloaded in good condition.

The Carrier accepts no liability for loss or damage to valuables such as money, jewellery, works of art, electronic tablets, smart phones or computers.

14.2 Liability for Damage to Vehicles

The Carrier shall not be liable for loss or damage to vehicles during boarding and unloading operations or while at sea.

The Carrier shall not be liable for loss or damage to items within the vehicle.

No claim for damage to vehicles during carriage shall be handled and, if applicable, accepted without the report written by the staff on board at the time of the event.

Article 15: Delays

SPM FERRIES undertakes to communicate all information on travel delays concerning any of its ships by using the different means of communications at its disposal (SPM FERRIES website, email, notices posted in the different ticket offices, press releases by local media).

The obligations of SPM Ferries, as well as Passengers' rights in the event of interrupted travel and delays, are provided for in European Regulation (EC) No. 1177/2010, which can be consulted at the following address: <https://eur-lex.europa.eu/legal-content/FR/TXT/PDF/?uri=CELEX:32010R1177&from=FR>).

Thus, for cancelled or delayed departures, costs covered for meals, including breakfast (maximum €15), lunch (maximum €30) and supper (maximum €30), is set at €75 per day per Passenger.

Costs covered for lodging are limited to 3 nights per Passenger (maximum €85 per night per Passenger).

Article 16: Passengers' Rights

The rights of Passengers travelling by sea are provided for in EU Regulation No. 1177/2010 of the European Parliament.

A summary of these rights and obligations is available in our ticket offices and on our website.

Article 17: Personal Data

International regulations related to the safety of ships providing Passenger carriage require that information be collected for each Passenger, including their last and first name, gender, age, potential need for assistance, nationality and vehicle registration numbers, on all international lines.

The collection of this personal information, for which SPM Ferries is the controller, is essential for drawing up the contract of carriage.

This personal information, which is subject to computer processing, is collected and processed in accordance with amended Act No. 78/17 of 6 January 1978, known as the Data Protection Act, and with the General Data Protection Regulation (European Regulation No. 2016/679, known as the "GDPR").

Pursuant to the Data Protection Act and the GDPR, the Passenger has access, portability, correction, deletion and enforceability rights, among others, over the data related to them.

These rights can be exercised by sending a letter to the following address:

SPM FERRIES
2, place Mgr François MAURER
BP 4208
97500 Saint-Pierre et Miquelon

Article 18: Jurisdiction and Governing Law

Any disputes arising from the application of these General Terms and Conditions of Carriage shall be subject to the jurisdiction of the Courts of Saint-Pierre and Miquelon.

French law alone is applicable.

SPM Ferries has been certified by the Ministère chargé de la Marine Marchande as compliant with the International Management Code for the Safe Operation of Ships (I.S.M. code).

Article 19: Validity of the Regulation

This territorial operating regulation takes effect on 12 April 2021 and supersedes the previous regulation in force up to that date.