Térms and conditions

These Conditions are available at the official ticket offices of FRS Iberia S.L., hereinafter FRS, and on the website of the Company www.frs.es

The ticket

The ticket is personal and not transferable. Only the persons provided with ticket and boarding pass for the date, time and route specified in both, can go on board. The passenger with a ticket issued to another person will be considered as a passenger without ticket and will be obliged to pay the price of the ticket immediately, notwithstanding that can be reported to the courts by the use of an assumed name or impersonation. The passenger must have the legally required documentation for his/her destination, which may be required by the Company personnel in order to verify the compliance with that legislation.

FRS is not responsible for lost tickets or boarding pass.

The passenger with an OPEN ticket must confirm the return trip in advance to ensure the boarding at desired time.

Pregnant women

It is the responsibility of all pregnant women to inform FRS Iberia SLU about the conditions and circumstances of pregnancy prior to the boarding at the Ticket Office or the official Sales Points, by presenting a valid medical certificate signed by a qualified doctor to confirm the pregnancy period and that the pregnant passenger is in perfect condition to make the trip and without risk. The pregnant passenger is responsible for the veracity of the information contained in the certificate and is responsible for any false or incorrect information that appear on it.

Pregnant women are solely responsible when travelling with FRS Iberia, freeing said company of any liability in this regard.

As from week thirty-five, FRS Iberia SLU will not transport the pregnant passenger under any circumstances.

ITRODUCTION INTO THE EU OF PRODUCTS OF ANIMAL ORIGIN

¡ATENTION!

If you bring meat or dairy products from outside the EU, you may be importing animal diseases.

You must present the products at official control points. Otherwise, you may be fined or face criminal prosecution.

The introduction into the EU of products of animal origin is subject to strict procedures and veterinary checks.

Lugagge

The passenger is entitled to carry his luggage, considered as the clothes and personal goods. FRS does not assume any responsibility on passengers' objects that have not been previously confided to the Master for safekeeping. It is forbidden to carry on board kinds of illicit trade and / or dangerous goods.

Boarding conditions

The passengers must be in the port office 45 minutes before departure indicated on the ticket.

The "time limit to accept the boarding" is the minimum time before the scheduled departure time in which the passenger should have been admitted on board, checked the luggage, if necessary, and to be in possession of the boarding pass. It is not company responsibility the non-acceptance the passenger on board when he/she arrives after the end of the time limit.

The passenger must comply with all official requirements. He/she will travel with the necessary documents to entry/ departure of the country according to the law. The passenger must be in the port with enough anticipation to perform all requirements and proceedings to get onboard. The company will not refund the tickets to those passengers unable to get onboard for circumstances beyond company's responsibility.

The lack of the legally required documents for his/her destination may result in denied boarding.

Very important

The departures and timetables are subject to modification with no previous notice. **It is recommended that passengers confirm, in advance, departure date and time.**

In order to make easier the check in of passengers and vehicles, it is necessary to be at the port offices 45 minutes prior the departure specified in the ticket.

If the passenger fails to fulfill this requirement, FRS reserves the right to accept the boarding.

ON BOARD

All passengers will be subject to the authority and good order onboard in charge of the Master.

The transport of vehicles covered by this ticket is in accordance with the current legislation and the international conventions on this subject.

The arrangements in the Revised Athens Agreement of 1974 concerning Sea Transport of Passengers and luggage and the Protocol of 2002 to the Convention, are incorporated to this ticket and will be applicable to all passengers with FRS ticket, regardless their nationality.

The responsibility of FRS in case of injury/death of passengers and/or damages to luggage/vehicle is limited to the maximum amount established in the above mentioned Revised Athens Agreement of 1974.

Information about cabins Motril Tanger Med

For security reasons and applicable legal requirements, the maximum capacity of the cabins of the ship Al Andalus Express is as follows:

- Triple with bath: 3 people maximum
- Triple without bath: 3 people maximum
- Triple with bathroom Handicapped: 3 people maximum
- Quadruple : 4 people maximum

NOT allow a greater number of people as stipulated in the cabins .

Travelling with pets

Pets must travel in the area set aside for this purpose aboard the boat, within an appropriate container provided by the passenger. No animal must travel in the passenger area and in the case of passengers travelling with vehicles, the animal must remain inside the vehicle in the hold. The owner is responsible for providing his/her pet with food/water, as well as for its general well-being.

Passengers must inform the company of their intention or need to travel with an animal when purchasing or booking their tickets and in all cases **at least 4 hours before the scheduled departure time**. FRS shall notify passengers regarding the feasibility of travelling with their pet.

Registered guide dogs are the only animals allowed to travel in the passenger area. On board, they must be muzzled, be on a short leash and have a collar, as well as remaining with their owner.

It is important that passengers find out about the requirements which animals must comply with in order to travel, as well the necessary documentation they must have. We recommend you read the Moroccan and Spanish regulations regarding the entry of pets.

Delays and Cancellations

FRS will inform to the passengers, in case of cancellation or departure delays, about the estimated time of departure and arrival as soon as have this information.

To get the refund of a ticket issued by one ticket office of FRS, the client must go to any of the offices of the Company. The tickets issued by Travel Agencies will be reimbursed by them. The refund, in either case, is based on the form of payment of the ticket. In no case the issue expenses will be refunded.

The specific conditions, under which it will make refunds in case of cancellations or delays of the departures, are established in <u>Regulation (EU) No. 1177/2010</u> (concerning the rights of passengers

when travelling by sea and inland waterway and which amending the Regulation (EC) No 2006/2004). **This Regulation is available in FRS offices at ports** and on the website www.frs.es.

Cancellations of reservations and tickets

The ticket is valid for one year from issue's date. Should the client wants to cancel the trip after ticket purchase, he/she will get the refund as per the following conditions:

For FIXED-DATE tickets:

- 1. If refund request is applied within 48 hours previous to vessel's departure a 10% of ticket value will be deducted on refund.
- 2. If refund request is applied within 48 hours previous to vessel's departure but only 2 hours before departure, a 20% of ticket value will be deducted on refund..
- 3. The tickets presented for refund out of the periods above mentioned a) and b) will lost refund.

For OPFN - RFTURN tickets:

- 1. The valid OPEN tickets will be refunded on request at 90% of the value.
- 2. The passenger can anticipate or delay his/her departure at no extra costs by requesting cancellation two hours before departure consigned in the ticket. The new ticket should be same or higher class than former ticket and always paying the difference. The date change request should be presented in the official ticket office of FRS, by email or phone, 2 hours before the departure. Otherwise the ticket will only be valid only for the departure initially purchased.
- 3. Refunds will be made to the ticket purchaser or to the person that can prove to act in his/her representation.

Fixed-date ticket: this is a type of ticket whereby the dates are set for the trip.

Open return ticket: with this type of ticket, the return is open in terms of date and route.

Claims

All claims should be accompanied by the travel tickets for the trip concerning the claim. Otherwise, claims will not be accepted. By the use of the ticket, the client accepts all the conditions here stated even if he/she does not sign the ticket.

All exemptions and limitations on transport responsibility will be applicable to the company's agents, employees, sales people and representatives. Also the exemptions and limitations will be applicable to the owner of a vessel used by the shipping company to carry out transport and its agents, employees, sales people and representatives.

All disputes or discrepancies resulting from the performance or interpretation of these conditions would be not subject to the jurisdiction of the city in which registered office of the transport company is located

Personal data protection

According to the Law 15/1999 of December 13th of Personal Data Protection (LOPD), FRS informs to the passengers that his information system complies with current legislation on data protection. This information will be included in a database, which belongs to the company FRS.

These data will be processed only for purposes related to the management of the package tours, boarding cards for the ferries and related advertising with the contracted services, and will be transferred to the companies of the Group for the provision of services described above.

FRS advises that, in compliance with current legislation, the personal data required for the sale of tickets will be place at the disposal of the Spanish Responsible Authorities.

Users whose details are subject to data processing could exercise free of charge their rights of opposition, access, rectification and cancellation of their data and revocation of their authorization with no retroactive application according to Organic Law 15/1999, of Personal Data Protection, according to the procedure legally established. These rights could be exercised by writing to the Department Responsible for the Automated Records: FRS Iberia S.L., Polígono La Vega parcelas 210-229, 11380 Tarifa (Cádiz), on fax number +34 956 62 74 44, addressed to "Personal Data Department" or by email to calidad@frs.es.

Travel Conditions

These terms and conditions are available at the official FRS Iberia S.L.U ticket offices, hereinafter FRS, and on the company's website (www.frs.es).

Documentation

To travel to Morocco **EU citizens require a current passport.** For other nationalities, please contact the Embassy of Morocco, since you may also require a visa. **Should you have a [Spanish] National Identity Document, please make enquiries.** All travellers, without exception, must have their documents in order, being personally liable for any problems or inconvenience arising.

Obtaining a passport, visas, vaccination certificates, etc... Are all the responsibility of the client.

Should any authority turn down a visa application due to the client's personal circumstances, or they are refused entry to any country due to a failure to meet any requirement demanded, the Organizing Agency declines all liability, and any expenses arising will be borne by the client. In certain circumstances, at and for reasons outside the company's control, the Moroccan authorities can deny a passenger the right to enter the country. In this case, the company will refund the costs for the visiting services which have not been provided.

Lunch, dinner and drinks

Prices do not include beverages for lunches or dinners unless otherwise indicated. Therefore they must be paid for separately.

Timetables

For tour departure times, please consult: www.frs.es, bookingfrses or + 34 956 62 72 82, or + 34 956 68 18 30. Any itineraries, tours and timetables, both for crossings and waiting times in ports and/or any other services rendered, may be varied, postponed or cancelled, due to various reasons falling outside or not of the company's control. We recommend that you confirm any timetables 24 - 48 hours prior to departure on + 34 956 68 18 30 or bookingfrses. All Tours are subject to availability.

Accommodation

FRS will not be liable should any convention, conference, special event, at a given time have to be moved to a lower category hotel, being forced to do so by the authorities of the respective countries, the difference in any costs will be refunded. Likewise, one pre-scheduled trip may be replaced by another.

Extra supplements

There are high season, single or transfer at special timetable supplements, among others. These supplements vary depending on the dates, destinations and the accommodation selected. Please consult $\frac{\text{bookingfrses}}{\text{consult}}$ or + 34 956 68 72 82 or + 34 956 68 18 30 to obtain detailed information about extra supplements.

Children

Children sharing a room with adults, maximum 2 children per room. Should a separate room be required, it will be paid as an extra supplement.

Holiday periods

During the holiday periods of each country and city it is possible that transport, shops, entertainment, etc., vary their usual opening hours and may even remain closed without prior notice. Entry to the affected establishments may take longer than usual due to greater customer throughput. Likewise, during such holiday periods transit routes may be altered and the duration of any transfers, prolonged. In the event of traffic cuts to certain streets preventing access to the hotel, the transfer costs for any luggage from the point of standstill will be borne by customer.

Theft

FRS is not liable for any losses that may occur to clients on the occasion of any offence perpetrated during the journey or their stay at the destination. Likewise, you are informed that you must advise the administrative or police authorities of the place concerned about any incidents.

Early return

Should you have to leave the establishment prior to the contracted [departure] date due to force majeure, FRS makes no commitment to provide a refund.

Transfers

Transfer is included only at the predetermined time by default, please check said times on + 34 956 68 18 30 (<u>bookingfrses</u>). Should you request a transfer at a different time, you will be required to pay an extra supplement.

PASSENGER RIGHTS

The European Union is involved in the area of maritime transport and navigable waterways in order to guarantee a high level of passenger protection.

This is why, in December 2012, "Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway", came into force. The full contents of this regulation is available on our website www.frs.es for your reference and at our company offices located at the ports.

This applies to:

Passengers whose port of embarkation is located within the territory of a Member State.

Passengers whose port of embarkation is located outside the territory of a Member State, when the service is operated by an EU company.

Your passenger rights include:



Assistance

Right to assistance in the event of cancellation or delay of departures (more than 90 minutes).



Alternative transportation or refund

Right to alternative transportation or refund in the event of cancellation or delay in departure (more than 90 minutes).



Right to compensation

Right to compensation under certain circumstances in the event of a delay in arrival.



Right to travel in the same conditions as others if you have a disability and/or reduced mobility.