

# Standard Contract Template for Ships Operating Fixed Domestic Routes for Passenger Transportation Service

Promulgated pursuant to the amendment of Jiao-hang (1) –zi no. 1059800070 issued by the Ministry of Transportation and Communications R.O.C. on April 19, 2016

Review period: The review period of this Contract is \_\_\_\_ days (not less than 1 day).

【】 Company (hereinafter referred to as the “Carrier”) and the passengers listed on the tickets agree to abide by the following terms:

## Article 1: (Applicable object and effect of this contract)

This Contract is applicable to the Carrier and passengers of passenger ships operating on fixed domestic routes.

In case there is a special agreement between the Carrier and the passenger that is more beneficial to the passenger, the agreement shall be followed. If there is no agreement, it will still be handled in accordance with this Contract.

## Article 2: (Information to be specified on the ticket)

The ticket should specify the ship owner or Carrier, name of the ship, port of departure, port of arrival, stopover, class, number of cabin, ticket price, ticket number, departure date, and the scheduled departure time (period), reasonable delivery time and date of issuance etc., which shall be considered as part of the delivery contract. For the fixed route designated by the shipping administration authority, the name of the passenger shall be stated.

If the Carrier allows passengers to use an electronic ticket to board the ship, the relevant information of the items to be specified on the ticket in the preceding paragraph shall be disclosed in a noticeable place, such as website, ticket office, boarding place, etc.

## Article 3: (Procedures of refund and repayment)

The ticket is only valid for the schedule on the day of the ticket. Passengers may pay a refund fee of 【】 (maximum 10%) of the face value of the ticket before the scheduled departure time of the sailing schedule, and request the Carrier or the original ticket seller to handle for refund and repayment by ticket. However, if the passenger refunds the ticket due to death, illness, or other reasons that are not attributable before sailing, the handling fee will be waived.

When the scheduled sailing is changed or cancelled, the passenger may request a refund within 【】 days (not less than 30 days) from the original scheduled departure date. The Carrier or the original ticketing company shall refund the full amount and shall not charge any handling fee; or may choose to change the sailing time within 【】 days (not less than 30 days) of the original scheduled departure date.

## Article 4: (Change of transportation or suspension of sailing)

The Carrier shall transport passengers from the port of departure to the port of destination according to the date, time, and route of departure stated or announced on the ticket. It shall not be changed unless there is a legitimate reason. In the event of changes, additions, decreases, or suspension of sailing, the notice shall be announced immediately in a noticeable way and use

effective methods to inform passengers.

Whenever the Carrier violates the provisions of the preceding paragraph, the passenger may terminate the contract and process a refund, and the Carrier shall not charge a handling fee. If damage occurs, compensation may be requested.

The Carrier shall be liable for causing damage to passengers due to transportation delay exceeding the reasonable transportation time. However, if the Carrier can prove that such transportation delay is due to weather change, mechanical failure that is not attributable to the Carrier, shipping administration authority orders and restrictions, or other necessary circumstances, unless there are other trade practices, the liability for compensation is limited to the necessary expenses incurred by the passengers due to the transportation delay.

Article 5: (Carrier's handling of transportation changes)

When the Carrier determines that the ship is unable to depart or berth according to the scheduled time that results in a delay of more than 30 minutes, or changes the route or berthing location, the Carrier shall immediately explain the reasons and handling methods to the passengers in detail, and should consider the actual situation and the needs of passengers to provide the following assistance in a timely manner:

- (1) Necessary communications.
- (2) Necessary meals or accommodations.
- (3) Necessary articles to keep out the cold or first-aid articles.
- (4) Necessary transshipment or other means of transportation.

The Carrier shall take reasonable care of the rights and interests of the passengers. If limited by the actual local conditions and unable to provide the assistance mentioned in the preceding paragraph, the Carrier shall immediately explain the reasons to the passengers in detail and handle them properly. Sudden suspension of sailing due to the cause that is attributable to the Carrier, in addition to immediate announcement of the public notice, immediate arrangements for passengers to change to other ships or means of transportation shall be coordinated. If the passenger is unable to reach the destination or connect to other means of transportation, the Carrier shall provide necessary drinking water and arrange meals and accommodations.

Article 6: (Responsibility for passengers injured due to transportation)

The Carrier shall be liable for injuries suffered by passengers due to transportation. However, this does not apply to cases caused by the fault of the passenger or force majeure.

Article 7: (Refund processing for cabins without air-conditioning)

During the voyage, the cabin room temperature of the ship operated by the Carrier should be adjusted according to the temperature difference between indoors and outdoors. If the air-conditioned ship does not turn on the air conditioner during the voyage or the air conditioner fails, the minimum compensation amount shall be **【 】** % (not less than 20%) of the face value of the ticket.

Article 8: (Subject entitled to concession ticket)

Passengers with one of the following circumstances shall be entitled to concessionary fares:

- (1) Free for children under the age of 3 who are accompanied by their guardian.

- (2) Children under the age of 12 are entitled to half price discount
- (3) People over 65 years of age are entitled to half-price discount.
- (4) For people with disabilities who hold a disability card or identification shall be given a half-price discount; if they hold a disability card or identification and require someone to accompany them according to results of need assessment, the necessary companion is limited to one person who is entitled to a half-price discount.
- (5) Others: \_\_\_\_\_.

Passengers who are entitled to concession mentioned in the preceding paragraph shall provide identification documents when purchasing tickets and boarding the ship, and only one of the above-mentioned concession can be selected without enjoying double (inclusive) concessionary fares.

**Article 9: (Restrictions on carry-on and checked luggage by passengers)**

Passengers' carry-on luggage shall not exceed **【 】** pieces as the principle, the total weight shall not exceed **【 】** kilograms, and the length, width and height of each piece shall not exceed **【 】** cm. If it exceeds the above limit, it shall be transported by consignment instead. If the Carrier does not provide luggage consignment service, he or she may refuse to carry the luggage.

The free luggage allowance for economy cabin passengers is **【 】** kg (not less than 10 kg), and the free luggage allowance for economy sleeper passengers and above is **【 】** kg (not less than 20 kg). If it exceeds, the Carrier may collect an additional charge.

If the packaging of checked luggage is incomplete and there is a risk of damage during transportation, the Carrier may require the luggage to be packed completely. If the passenger is unwilling to cooperate, the Carrier may refuse to carry the luggage.

Animals carried on board by passengers should be placed in pet crates, small cages, or small containers, and the packaging should be intact, free of feces and liquid leakage. The heads, tails and limbs of the animals should not be exposed. Each passenger may carry one pet only with the size not exceeding 55 cm in length, 45 cm in width, and 45 cm in height. However, police dogs, guide dogs, hearing dogs, mobility assistance dogs that are on duty, or guide puppies, hearing puppies, mobility assistance puppies accompanied by professional training personnel are not subject to the limits.

Contents of the four preceding paragraphs shall be disclosed by the Carrier in a noticeable place, such as website, ticket office, boarding place, etc.

**Article 10: (Indemnity for checked luggage damages)**

The Carrier shall be liable for compensation for damage to passengers' checked luggage. However, if it is caused by the intention or negligence attributable to the passenger, the compensation may be mitigated or exempted.

The amount of damages payable by the Carrier for the passenger's luggage shall be calculated based on the value at the destination at the time it shall be delivered. However, if the passenger proves that he or she has suffered greater damage, he or she may request greater compensation for the damage.

If there is a special written contract that is more beneficial to the passenger, the amount of compensation for damage to the passenger's luggage shall be subject to the contract; if there is no special contract, the compensation standard in the preceding paragraph shall apply.

Passengers who put coins, jewelry, silverware, transferrable securities, government bonds, valuables, samples, business documents, etc. in their checked luggage, should declare the value. The format for value declaring is shown in the Attachment-Value Declaration Form for Valuables Consignment; If an item without declaring value is lost or damaged in transit, the Carrier shall only be liable for compensation in accordance with the provisions in the second paragraph. However, this does not apply to the Carrier who has intention or gross negligence,

or accepted to consign the passenger's checked luggage with value declared.

During transportation, if all or part of the luggage is damaged by the fragile and perishable items in the checked luggage, the Carrier shall be liable for compensation. However, if the Carrier can prove that the damage was caused by force majeure, the nature of the transported item or the fault of the passenger, they are exempted from liability.

Article 11: (Restrictions on carried goods)

To assure voyage and passenger safety, passengers are not allowed to carry or place weapons and dangerous goods in their luggage, nor are they allowed to carry animals that are not suitable for transportation on the ship, or the Carrier may refuse to let them board the ship. However, those who must carry weapons for special tasks are not subject to this limitation, and the relevant authority shall issue supporting documents in accordance with regulations to which he or she shall automatically request inspection.

Article 12: (Clause of refusing to board)

The Carrier shall take appropriate measures to ensure that passengers can board the passenger ship without obstacles. However, even though appropriate measures are taken, if certain passengers are still in danger of harming their health or voyage safety, the Carrier may restrict them from boarding in accordance with relevant laws and regulations.

Article 13: (Carrier insurance liability)

The Carrier shall insure the passenger for injury insurance, and the insurance amount for each passenger is NTD 【 】 ten thousand (not less than the amount stipulated in relevant laws and regulations).

Article 14: (Disclosure of information and appeal channels)

The Carrier shall disclose the following information in a noticeable place and provide a complete, transparent, and effective appeal channel:

- (1) Reasonable transportation time:
- (2) Carrier company name:
- (3) Person in charge of the Carrier company:
- (4) Customer service (appeal) hotline:
- (5) Website of the Carrier company:
- (6) Email address:
- (7) Carrier company address:
- (8) The name and telephone number of the regulatory authority (including the appeal telephone number):

Article 15: (Dispute handling)

If there is a transportation dispute between the Carrier and the passenger, the Carrier shall take the initiative to coordinate with the passenger, and the passenger shall not delay the disembarkation by this excuse.

Article 16: (Handling of incomplete matters)

If there are any issues that are not covered in this Contract, they shall be settled fairly in accordance with relevant laws, customs, and the principles of equality, mutual benefit, and good faith.

Article 17: (Jurisdiction court for lawsuit)

When this Contract is involved in litigation, both parties agree to the local court of 【】 as the court of first instance jurisdiction. However, it shall not be excluded from the application of the court of jurisdiction for small claims under Article 47 of the Consumer Protection Act or Article 436-9 of the Taiwan Code of Civil Procedure.

# Attachment

## Value Declaration Form for Valuables Consignment

Date: \_\_\_\_\_

Consignor's name: \_\_\_\_\_

Consignor's address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Order	Item number	Item weight (kg)	Consignment freight (NTD)		Contents	Declared Value (NTD)		Recipient	
								Name	Name of delivery place
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

(1) Please fill out this form clearly in triplicate by the consignor.

(2) Please clearly fill in the declared value. If the report is false, the consignor will be solely responsible for the accident incurred.

● A total of \_\_\_\_\_ pieces of above listed items

Total weight \_\_\_\_\_ kg

Total consignment freight NTD \_\_\_\_\_

○○ Company Limited

Signature of the clerk

Signature of the supervisor

