

## **DETAILED TERMS AND CONDITIONS**

### Quick reference index

- Definitions
- General booking and travel conditions
- Travel documents
- Disclaimer - C.T.M.A. TRAVERSIER LTÉE
- Disclaimer - servants agents and independent contractors
- Responsibilities of the passenger
- Substitution of C.T.M.A. TRAVERSIER LTÉE
- Canceled or delayed crossings
- Tickets and fares
- Luggage and domestic animals
- Vehicles
- Insurance
- Personal information

This contract is governed by Canadian maritime law and contains provisions that limit or exclude the liability of C.T.M.A. TRAVERSIER LTÉE and any other party deemed to act as a carrier towards passengers.

Please read these terms and conditions carefully before making a reservation. The general conditions accompanying the ticket or C.T.M.A. TRAVERSIER LTÉE are an integral part of this contract with passengers in addition to and under these detailed general conditions.

### **Definitions**

1. For the purposes of these conditions (except where the context otherwise requires)

(a) "Fault" includes any act, forgetfulness, negligence, default, breach of contract, or breach of an obligation, all of which may be of any nature whatsoever.

(b) "Injury, Loss or Damage" includes without limitation any bodily injury; death; disease; psychological suffering; distress; disturbance; financial loss or consequential loss; nuisance; delay, and other inconveniences, all of which may be of any kind.

(c) "Person" includes any natural or legal person; business; partnership; association; corporation or governmental entity as well as infants and children.

(d) "Scheduled Departure Time" and "Scheduled Arrival Time" are the times indicated in C.T.M.A. TRAVERSIER LTÉE notices and publications in effect at the time of booking, subject to any subsequent modification published on the C.T.M.A. TRAVERSIER LTÉE website.

(e) "Servants Agents and Independent Contractors" includes but is not limited to the employees, members, shareholders, officers, and directors of C.T.M.A. TRAVERSIER LTÉE; the owners, charterers, and operators of a ship or of any means of transport or infrastructure which effectively provides or participates, directly or indirectly, at the request of C.T.M.A. TRAVERSIER LTÉE or with its agreement (whether implicit or explicit), all or part of the transport of passengers and baggage or other services that the C.T.M.A. TRAVERSIER LTÉE is committed to hereunder.

(f) "The Ticket Price" means the price paid for the carriage by C.T.M.A. TRAVERSIER LTÉE of the passenger and the Vehicle (if applicable).

(g) "Vehicle" means any passenger vehicle or private vehicle, under any name whatsoever (whether self-propelled or not), including (without prejudice to the general nature of the foregoing), any car; coach; minibus; caravan; camping car; trailer; motorcycle scooter; trailer; yacht or bicycle.

(h) The singular includes the plural and vice versa.

(i) The masculine includes the feminine and vice versa.

2. The headings of the paragraphs of these conditions are inserted for convenience only and have no binding effect.

### **General booking and travel conditions**

3. C.T.M.A. TRAVERSIER LTÉE is not and does not represent itself as a public carrier. Passengers (including disabled passengers or persons with reduced mobility) and baggage are accepted and transported only and subject to these conditions, these conditions being considered and construed as a contract between C.T.M.A. TRAVERSIER LTÉE and the passenger.

4. Any Person making a reservation for or on behalf of a passenger or group of passengers warrants and confirms that they have the legal capacity to make the reservation and the authority and consent of each passenger to accept these conditions as agent for and on behalf of that passenger and that each passenger has agreed to be bound by these conditions. Each passenger consents to the terms of the contract for himself and on behalf of the persons or children traveling under the same reservation, including the owner of a vehicle carried under this reservation, as well as the heirs and representatives of the aforementioned persons.

5. No passenger may undertake a journey or avail himself of services contracted with C.T.M.A. TRAVERSIER LTÉE, unless he has accepted these conditions, whether the reservation was made by him or by another Person on his behalf.

6. (a) C.T.M.A. TRAVERSIER LTÉE recommends that disabled people or people with reduced mobility inform C.T.M.A. TRAVERSIER LTÉE, when booking and or reasonably before the Scheduled Departure Time, that their mobility, when using a means of transport, is reduced, as a result of a physical handicap, a handicap or intellectual disability, and their specific cabin, seating or service requirements or their need to bring medical equipment (provided the need is known at that time).

(b) If the need is not known at the time of booking, the notification should be made as soon as possible, to the extent possible.

(c) C.T.M.A. TRAVERSIER LTÉE recommends also to be notified as indicated above if it is expected that these passengers will be accompanied by a recognized service dog. Such notification may be made by any means available, including email or other electronic or SMS means.

7. Subject to applicable regulations, C.T.M.A. TRAVERSIER LTÉE may refuse to accept a reservation or to embark any Person including a disabled person or a person with reduced mobility for safety reasons.

8. Only an officer of C.T.M.A. TRAVERSIER LTÉE has the power to modify or waive any of these general conditions and no modification or waiver will have any effect whatsoever unless it is in writing and signed by this officer.

9. Each of the paragraphs and subparagraphs of these general conditions operates separately. If and to the extent that any of these conditions (in whole or part) is held to be inapplicable by a court or by the competent authority or invalid under any applicable law, such condition or provision will be null and void. The remaining conditions hereunder will remain in full force and effect.

10. The passenger consents and the parties determine that the exclusive forum chosen for the determination of any dispute or claim arising out of this contract will be the Federal Court of Canada.

#### **Travel documents**

11. (a) Any ticket or title produced by C.T.M.A. TRAVERSIER LTÉE for the purposes hereof is not a bill of lading within the meaning of the Marine Liability Act, SC 2001, c 6 and the International Convention for the Unification of Certain Rules of Law relating to Bill of Lading, concluded at Brussels on August 25, 1924, as amended by the Brussels Protocol concluded on February 23, 1968, and the additional Brussels Protocol concluded on December 21, 1979, does not apply to this contract.

(b) It is the sole responsibility of each passenger to ensure that he has all the documents necessary for the identification of the passengers as well as any other authorization necessary for the crossing including the reservation/ticket of C.T.M.A. TRAVERSIER LTÉE. Boarding the ship is subject to the passenger's possession of the necessary documentation in the opinion of C.T.M.A. TRAVERSIER LTÉE.

(c) Before boarding, C.T.M.A. TRAVERSIER LTÉE (and/or its agents) is entitled to check that all passengers have the documentation described in paragraph (b).

(d) C.T.M.A. TRAVERSIER LTÉE may (notwithstanding any reservation previously made) refuse to carry any passenger who cannot produce the documents described in paragraph (b) upon request and no refund or compensation will be provided by C.T.M.A. TRAVERSIER LTÉE.

#### **Disclaimer - C.T.M.A. TRAVERSIER LTÉE**

12. **At the exclusion and complete exemption of C.T.M.A. TRAVERSIER LTÉE and its Servants Agents and Independent Contractors**, the passenger assumes full responsibility in the event of Injury, Loss or Damage caused to himself or the Vehicle or property, caused in particular but not limited to a Fault, force majeure, fortunes at sea, dangers to navigation, lack of diligence in the management or navigation of the ship, malfunction of the ship, natural disaster, pandemic, strike, war or fire.

13. C.T.M.A. TRAVERSIER LTÉE and its Servants Agents and Independent Contractors may take full advantage of applicable laws providing for a limitation and a disclaimer of liability, and nothing in this agreement shall operate to restrict or deprive any such statutory limitation or disclaimer of liability. No doctor, nurse, or medical treatment (other than basic first aid) is available onboard the ship. Passengers travel at their own risk.

14. The transport of any Vehicle under this contract should not be interpreted as the delivery of such Vehicle to C.T.M.A. TRAVERSIER LTÉE. The passenger or driver is expected to have control of the Vehicle at all times before it is stopped on the ship. Even when following the direction of a representative of C.T.M.A. TRAVERSIER LTÉE (including its Servants Agents and Independent Contractors), the passenger is responsible for driving and parking the Vehicle on the parking and boarding locations used by C.T.M.A. TRAVERSIER LTÉE as well as onboard the ship. C.T.M.A. TRAVERSIER LTÉE is not responsible for loss or damage to the Vehicle while the owner or driver uses the vehicle on the premises operated by C.T.M.A. TRAVERSIER LTÉE or onboard the ship. C.T.M.A. TRAVERSIER LTÉE is not responsible for loss or damage to items in the Vehicle, regardless of the cause.

15. C.T.M.A. TRAVERSIER LTÉE agrees to transport the Vehicle to the port of destination; however, C.T.M.A. TRAVERSIER LTÉE reserves the right, at its sole discretion, to substitute one ship for another, to divert a ship or to cancel a planned crossing without notice, as well as to refuse to load a Vehicle onboard if, in the exclusive opinion of the captain, such a load could represent a danger to life or property. In case of cancellation, C.T.M.A. TRAVERSIER LTÉE will reimburse the price of the reservation but will not assume (nor its Servants Agents and Independent Contractors) any other liability.

16. C.T.M.A. TRAVERSIER LTÉE cannot be held responsible in any way for the presence or absence of, or the operation and maintenance of, refrigeration or merchandise heating equipment on the ship or on-premises operated by C.T.M.A. TRAVERSIER LTÉE.

#### **Disclaimer - Servants Agents and Independent Contractors**

17. All rights, exemptions, and limitations of liability, defenses, and immunities of any kind, mentioned in any of these general conditions, also apply for the benefit of all Servants Agents and Independent Contractors of C.T.M.A. TRAVERSIER LTÉE acting during, or in connection with, their employment or other contracts related to services offered by C.T.M.A. TRAVERSIER LTÉE.

#### **Responsibilities of the passenger**

18. Passengers must at all times comply with the present general conditions as well as with lawful instructions given by or on the part of the officers of the ship or by the servants or agents of C.T.M.A. TRAVERSIER LTÉE.

19. Passengers undertake that neither they nor their baggage (including any Vehicle and any baggage to which these conditions apply), nor any child or domestic animal accompanying them, will cause danger, injury, loss, or damage. damage to CTMA TRAVERSIER LTÉE or its property or any other Person or property on the parking and boarding locations used by C.T.M.A. TRAVERSIER LTÉE as well as onboard the ship.

20. If C.T.M.A. TRAVERSIER LTÉE provides or obtains medical assistance of any kind whatsoever for a passenger, the passenger holds harmless and exonerates C.T.M.A. TRAVERSIER LTÉE including its Servants Agents and Independent Contractors of any liability to that effect.

#### **Substitution of C.T.M.A. TRAVERSIER LTÉE**

21. Insofar as any situation obliges passengers to travel with another carrier, these conditions will apply to the benefit of this other carrier replacing C.T.M.A. TRAVERSIER LTÉE.

#### **Canceled or delayed crossings**

22. Passengers are requested to refer to the provisions of the Reservation, Modification, and Cancellation Policies available on the C.T.M.A. TRAVERSIER LTÉE website at [www.traversierctma.ca](http://www.traversierctma.ca).

23. The passenger remains responsible for providing valid information and at all times to be reached. The passenger must remain informed of the crossing schedules on the C.T.M.A. TRAVERSIER LTÉE website including cancellations regardless of the advice given to the passenger. C.T.M.A. TRAVERSIER LTÉE assumes no responsibility for any delays or cancellations of crossings, with or without notice.

24. Without prejudice to the general nature of all other provisions of the present conditions, C.T.M.A. TRAVERSIER LTÉE and their representatives are free to comply with any other directive or advice given by a public authority.

25. The exercise, under these conditions, of any freedom or any other right provided for therein must not constitute or be considered as a breach of contract between C.T.M.A. TRAVERSIER LTÉE and the passenger but must be an integral part of the travel contract. Any passenger or baggage affected by the exercise of this freedom or any other right will at all times remain subject to these conditions.

#### **Tickets and fares**

26. Any passenger must be able to provide, at any time, when an employee of C.T.M.A. TRAVERSIER LTÉE asks them for a valid reservation number or else present a printout of the electronic reservation confirmation. C.T.M.A. TRAVERSIER LTÉE cannot be held responsible when a passenger cannot provide a valid reservation number, nor present a printed confirmation of the reservation made online. Replacement tickets must be paid for the same day and will be billed at the rate in effect on the day.

27. Passengers must be checked in and boarded at the times indicated in C.T.M.A. TRAVERSIER LTÉE notices, announcements, and publications. If a passenger fails to report for check-in and boarding as instructed, C.T.M.A. TRAVERSIER LTÉE will be entitled to treat reservations as canceled without entitlement to any compensation.

#### **Baggage and domestic animals**

28. Items of baggage allowed for each passenger are as follows:

(a) Car passengers may take as much baggage as they can safely transport in or on their Vehicle, subject to the present conditions.

(b) Pedestrian travelers may only carry as much baggage as they can safely and comfortably carry themselves and must comply with the guidelines given for foot passengers on the C.T.M.A. TRAVERSIER LTÉE website at [www.traversierctma.ca](http://www.traversierctma.ca).

(c) All baggage is subject to these conditions whether the baggage is in a Vehicle, the ship, whether in a cabin, on the garage deck, or in a public place, whether or not it is under the supervision of a CTMA TRAVERSIER LTÉE employee or agent.

29. Subject to applicable laws, domestic animals are transported at the rates occasionally indicated in C.T.M.A. TRAVERSIER LTÉE notices and publications and according to the directives applicable by C.T.M.A. TRAVERSIER LTÉE published on the C.T.M.A. TRAVERSIER LTÉE website at [www.traversierctma.ca](http://www.traversierctma.ca). The transport of domestic animals is the sole responsibility of the passenger and is in no way the responsibility of C.T.M.A. TRAVERSIER LTÉE nor its Servants Agents and Independent Contractors in the event of Injury, Loss, or Damage to any domestic animal, notwithstanding any Fault, regardless of the manner, place, or time when it would take place.

30. No passenger must bring in or allow the transport of baggage of a dangerous explosive or flammable nature or baggage the transport of which is prohibited by law, order, or regulation of any kind. A non-exhaustive list of dangerous goods is available on the Transport Canada dangerous goods website. Any baggage of this nature brought on board may be, at the discretion of C.T.M.A. TRAVERSIER LTÉE, and the captain of the ship, withdrawn from the ship, landed at any location, destroyed, rendered harmless, or dispatched at any time without notice or compensation for the passenger.

31. Passengers traveling in a motorhome or with a caravan that contains household equipment must ensure that the gas supply valves are closed during all transport onboard the ship.

32. C.T.M.A. TRAVERSIER LTÉE reserves the right for security or other reasons to inspect any passenger or baggage (Vehicle included). The passenger agrees to submit to such inspection at the request of any Servants Agents and Independent Contractors of C.T.M.A. TRAVERSIER LTÉE.

### **Vehicles**

33. During the crossing, the Vehicles must be locked, the handbrake must be applied, and the Vehicle must be put in the stop position or the first gear must be engaged. Access to the Vehicle during the crossing is prohibited. The quantity of gasoline contained in the tanks must be reasonable, as they must not be filled to the full. The flow from the reservoir to the carburetor must be shut off when this is not automatic. The transport of fuel in cans or other containers is not permitted. When disembarking, Vehicles can only be started on instruction. Passengers are responsible for driving their Vehicles during boarding and disembarking.

34. C.T.M.A. TRAVERSIER LTÉE reserves the right (at the risk and expense of the passenger) to move the Vehicles at any time and by any means it deems necessary. C.T.M.A. TRAVERSIER LTÉE reserves the right (at the risk and expense of the passenger) to move any luggage loaded on the roof of a Vehicle at any time and by any means it deems necessary.

### **Insurance**

35. Passengers are advised to take out any necessary travel insurance for passengers, baggage, and Vehicles.

**Personal information**

36. C.T.M.A. TRAVERSIER LTÉE will use personal information in accordance with C.T.M.A. TRAVERSIER LTÉE Personal Data Policy in effect at the time of booking.