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Terms & Conditions

The carriage of passengers and their effects by Vital Ferry Services (the "Company") on the vessel (the "Service") are subject to these Terms and Conditions of Carriage which the passengers agree shall be binding on them in return for the provision of the Service.

1.Vital Ferry Services accepts ONLY walk-in customers. No advance ticket sales are offered.

2.All tickets are sold against cash payment only. No credit card, check or mobile wallets are accepted.

#### 3.Ticket Refunds

In an unfortunate case that a trip is cancelled due to unavailability of the vessel or bad weather, the ticket price will be refunded to the passenger in full. The Company shall not be liable for any loss, damage or injury which may arise in the event of cancellation or delay of the Service.

After ticket purchase should a passenger fail to onboard the vessel (no show), no refund of fare will be entertained.

4.The passenger shall comply with the instructions of the Company's employees and/or crew concerning all matters connected with the Service and shall comply with any notice exhibited on the vessel. The Company reserves the right to refuse to carry any passenger or goods without assigning reason.

The published and/or announced schedules and travel times are subject to change without prior notice due to weather conditions or other factors.

Vital Ferry Services is a point-to-point carrier, and the Company takes no responsibility for any travel arrangements missed due to cancellations or delays.

Vital Ferry Services reserves the right to modify trips in the interests of passenger comfort and safety.

In the event of cancellation or rescheduling, the amount recoverable from Vital Ferry Services is limited to a refund of the full amount the passenger paid to the Company for the carriage.

### 1.Prohibited Items

For public security and safety, the following are prohibited on the vessel:

·Free roaming / uncaged animals

Any deadly weapon or firearm

•Explosive devices / chemicals

•Corrosive substances

·Hand carried flammable substances

#### 2.Baggage Allowance

Each passenger is entitled to a maximum of 2 pieces of luggage carried free of charge, not exceeding a total weight of 23kg per piece. If loading is available, then excess luggage may be carried at the Company's standard rates of US\$ 5.00 per piece. The Company reserves the right to check contents of any luggage, and to refuse luggage items. The Company accepts no responsibility for loss or damage to luggage during transit.

3.Items in Luggage

When traveling on the vessel, each passenger must remove the following items from check-in luggage: •Cash

- ·Travel Documents
- ·Alcohol
- ·Medications
- ·Laptop
- ·Glass bottles
- ·Jewelry
- ·iPod / iPads/ Mobile phones
- ·All valuable and personal items
- The Company will not be responsible for any lost or damaged items in luggage.
- 4.Acknowledgment of Risks

There are certain unavoidable risks to passengers and their personal property associated with being aboard a vessel. These include, but are not limited to, rough and unpredictable weather and seas; collisions of ships or other vehicles; illnesses caused by consumption of food and beverages; slip and fall due to the motion of the sea or other causes; lack of access to medical services; civil unrest or terrorism; evacuation of the vessel in an emergency; unpredictable behavior of animals in the wild; and breakdown of equipment. Passenger warrants that passenger is fit to travel aboard the vessel, and passenger agrees to assume all the risks associated with sea travel.

#### 5.Limitation of Liability

Vital Ferry Services shall not be liable for personal injury (which without limitation includes emotional distress, mental shock/suffering/anguish or psychological injury of any kind or nature), illness, death of the passenger or for any damage or loss of their goods and personal belongings and effects arising out of any cause of whatsoever nature including negligence, breach of contract, or breach of any statutory or other duty of care including any duty of care owed under any statute, on the part of Vital Ferry Services, its crew, agents, contractors or builder of the vessel, whether arising directly or indirectly in connection with or out of the passenger being transported by Vital Ferry Services.

# **Sital** FERRY SERVICES TERMS & CONDITIONS

The passenger will hold harmless and indemnify Vital Ferry Services, its crew, and contractors from any and all liability for any property or personal injury (including emotional or mental injury) to the passenger from being transported by Vital Ferry Services and to indemnify the Company and its crew, agents, or contractors from any claims, suits, expenses and costs, including but not limited to all expenses, costs, fees and solicitors and counsels costs, for damage and personal injury (including emotional injury) to the passenger, or property of anybody including the passenger resulting from any accident, negligent act or omission whether the passenger's, the Company's, or its crew, agents or contractors.

7. Vital Ferry Services reserves the right to vary its charges or to levy any fuel surcharge in the event of adverse weather or for any other reason, in its absolute discretion.

The Supreme Court of the Federated States of Micronesia shall have exclusive jurisdiction in respect of any claims, actions, disputes and other matters whatsoever arising under, in connection with or incident to the contract of carriage, against or involving the Vital Ferry Services in accordance with the laws of the Federated States of Micronesia.

Terms & Conditions available online here!



## Vital Ferry Services

Vital FSM Petroleum Corporation P.O. Box 130 Weno, Chuuk FM 96942 Tel: +691-330-4200 Website: www.vitalenergy.fm Email : info@fsmpc.com