

# Conditions of Carriage

Carriage of Automobiles

Marine Shipping Operator

**Hankyu Ferry Co., Ltd.**

## Marine Shipping of Automobiles

### Chapter 1 General Rules

(Scope of application)

**Article 1** These Conditions of Carriage shall be applied to the carriage of automobiles as well as the drivers and loaded cargo of those automobiles pertaining to automobile shipping on routes operated by Hankyu Ferry.

2. Matters not stipulated in these Conditions of Carriage shall be referred to provisions of the law and general customs.

3. When special contracts are entered, they shall apply provided that they do not violate the terms of these Conditions of Carriage of Hankyu Ferry or other legal provisions.

(Definitions)

**Article 2** “Automobiles” for these Conditions of Carriage are automobiles stipulated by paragraph 2 of Article 2 of the Road Transport Vehicle Act (Act No. 185 of 1951), and does not include 2-wheeled vehicles.

2. “Carriage applicants” for these Conditions of Carriage are persons who conclude carriage contracts with Hankyu Ferry for automobiles as well as the drivers and loaded cargo of those automobiles pertaining to automobile shipping.

3. “Offices” for these Conditions of Carriage are the offices of Hankyu Ferry, the offices of others designated by Hankyu Ferry, and the company’s home page on the Internet.

4. In these Conditions of Carriage, “automobile embarkation ticket” means a ticket in the form of an electronic certificate issued at an office of Hankyu Ferry and recorded in its electronic database (hereinafter referred to as an “electronic automobile embarkation ticket”) or a paper certificate (hereinafter referred to as a “paper automobile embarkation ticket”).

5. “Authentication Code” in these Conditions of Carriage means a confirmation number that may be used to prove possession of an electronic automobile embarkation ticket, or other identification as Hankyu Ferry may otherwise prescribe.

(Application of section on Carriage of Passengers regarding automobile drivers)

**Article 3** Regarding the carriage of automobile drivers pertaining to automobile shipping, in addition to the provisions of this section, the provisions of the section on Carriage of Passengers shall be applied.

## Chapter 2 Acceptance of Carriage

(Acceptance of carriage)

**Article 4** Hankyu Ferry shall accept applications for carriage contracts for automobiles as well as the drivers and loaded cargo of those automobiles pertaining to automobile shipping activities within the scope of the transport capacity of ships used and in the order the applications for carriage are made.

2. In cases corresponding to those described below, Hankyu Ferry may refuse an application for a carriage contract, or cancel a contract that has already been concluded, regardless of the provisions of the previous paragraph.

(1) Hankyu Ferry has taken measures as stipulated in Article 7

(2) The automobile corresponds to any of the following items

- A. Something which would be illegal to operate
- B. The cargo on the automobile is considered to be loaded inappropriately for carriage
- C. Something which would be considered to have a structure that is inappropriate to handling, such as a low minimum road clearance
- D. Something which would be considered to have an inappropriate structure for shipping and lashing
- E. Something whose fares are remarkably high compared to the fares of automobiles as well as the drivers and loaded cargo of those automobiles (hereinafter referred to as “fares”)
- F. Something that may pose a safety hazard for other passengers, other goods, or the ship in use, or may cause trouble for other ship passengers

(3) Cargo loaded on the automobile corresponds to any of the following items

- A. Items that emit an odor, unsanitary items, or other items that may cause trouble for other ship passengers
- B. Platinum, gold, or other precious metals, cash, banknotes, securities, stamps, precious gems, artworks, antiques, and other items exceeding the limit specified by Hankyu Ferry
- C. Firearms, swords and other items the use of which may pose a safety hazard to passengers, other goods or the ship in use
- D. Explosives and other items that may pose a safety hazard to passengers, other goods or the ship in use
- E. Live animals

F. Other items considered inappropriate for carriage

- (4) The automobile driver or carriage applicant acts in a way that violates or may violate the law or the provisions of these Conditions of Carriage
- (5) The application for the carriage contract is made using carriage conditions differing from this Conditions of Carriage
- (6) It is determined the carriage applicant will pose an extraordinary burden as related to the corresponding carriage

(Declaration, etc. of contents of automobiles and any loaded cargo)

**Article 5** Carriage applicants must declare in advance to Hankyu Ferry if their automobile corresponds to E. of paragraph 2-(2) of the previous Article or there will be any cargo loaded on their automobile that corresponds to those listed in section 3 of the same paragraph. If they will be items that correspond to A, C or D of that section (hereinafter referred to as “hazardous materials”), information necessary for the safe transport of them, such as their names, nature, etc., must be declared in advance to Hankyu Ferry.

2. When accepting applications for automobile carriage where the automobile corresponds to E. of paragraph 2-(2) of the previous Article or its cargo corresponds to those listed in section 3 of the same paragraph, Hankyu Ferry may request measures from the carriage applicant for that car and that loaded cargo such as accompaniment by a guard or the application of property insurance.
3. If Hankyu Ferry suspects the automobile corresponds to E. of paragraph 2-(2) of the previous Article or its cargo corresponds to those listed in section 3 of the same paragraph, Hankyu Ferry may inspect that automobile or the contents of that loaded cargo in the presence of the automobile driver, the carriage applicant, or a third party.
4. For the carriage of automobiles corresponding to E. of Paragraph 2-(2) of the previous Article or loaded with cargo corresponding to B. of item 3 of the same paragraph (hereinafter referred to as “items of high value”), Hankyu Ferry is not liable for damages from the destruction or loss of those items of high value unless their contents and value are declared upon application for carriage by the carriage applicant.
5. The provisions of the previous paragraph will not apply in the following cases.
  - (1) If Hankyu Ferry knew that they were items of high value when the carriage contract was concluded
  - (2) In the event of loss of or damage to the items of high value due to willful misconduct or gross negligence on the part of Hankyu Ferry or its employees

(Mid-journey disembarkation, etc.)

**Article 6** Hankyu Ferry will not accept requests for the disembarkation of automobiles mid-journey, etc. The foregoing does not apply, however, if Hankyu Ferry determines there will be no impediment its operations.

2. If Hankyu Ferry accepts a request by a carriage applicant in accordance with the proviso of the preceding paragraph, required fares and other costs are to be borne by the carriage applicant.

(Suspension, etc. of operations)

**Article 7** In cases corresponding to those described below according to legal provisions and other reasons, Hankyu Ferry may take measures for a scheduled voyage such as suspending departure, changing the ship used, date and time of departure/arrival, route taken, or port of departure/arrival, or placing restrictions on types of automobiles.

(1) Cases where weather or sea conditions pose a hazard to the operation of the ship

(2) Cases where a natural disaster, fire, marine accident, damage to the used ship, or other unavoidable circumstances arise

(3) When, during a disaster, carrying out smooth evacuation, emergency transport or other similar transport of passengers or cargo

(4) Cases where ship crew or others involved the carriage go on strike or take part in other dispute activities

(5) When a passenger has developed an illness or in other situations in which a passenger's life is threatened, or when passenger health may be noticeably damaged

(6) When illegal behavior occurs such as seizure or destruction of the ship in use

(7) When there is sufficient reason to believe a passenger has engaged in or attempted to engage in behavior listed in each of the sections of paragraph 1 of Article 18 of "Carriage of Passengers"

(8) Cases where an order or request is made by a government authority

### **Chapter 3** Fares

(Fare amounts, etc.)

**Article 8** The amounts and methods of application of fares are provided in separate documentation submitted to the directors of regional transport bureaus (including transport administration managers).

2. The fare includes the fare for a lowest class cabin for one driver of the automobile, when

that automobile driver is boarding the ship.

(Collection of fares)

**Article 9** Hankyu Ferry shall collect prescribed fares at its offices, and issue electronic or paper automobile embarkation tickets in exchange.

2. When an automobile is loaded onto a ship without payment of a fare after the automobile driver receives permission from the ship's captain or the staff of Hankyu Ferry, payment of the fare for the embarkation interval will be accepted on board, and a supplementary automobile ferry ticket will be issued in exchange.

(Validity of automobile ferry tickets)

**Article 10** Electronic automobile embarkation tickets can only be used for the section of travel, validity period, and designated voyage (here and onwards this refers to the voyage's date of boarding, voyage name, and time of departure for the voyage), as well as the type and length of automobile, recorded in the electronic database (or inscribed on the face of the ticket in the case of paper automobile embarkation tickets).

2. When Hankyu Ferry staff check the validity of a passenger's automobile embarkation ticket, they will be required to present their authorization code (or paper embarkation ticket).

(Handling of fare changes)

**Article 11** When fares are changed, automobile ferry tickets issued by Hankyu Ferry before that change will be valid only for that ticket's usage period.

(Usage period of automobile ferry tickets)

**Article 12** The validity period of an automobile embarkation ticket shall be limited to the designated voyage recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket).

2. In cases where an automobile driver or carriage applicant delays the loading of their automobile or cannot proceed to another loading due to a personal event of force majeure such as illness of the driver, or due to measures taken by Hankyu Ferry as prescribed in Article 7, Hankyu Ferry shall provide an extension to the usage period for unused intervals of an automobile ferry ticket for a period of up to 7 days.

3. If the usage period of the automobile ferry ticket elapses after the automobile is loaded onto the ship, the usage period for that ticket shall be extended for the remainder of the time continuously boarded.

(Change of embarkation)

**Article 13** When a carriage applicant requests a change to the section of travel, the designated voyage, or the type and length of automobile recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket) prior to the departure of the designated voyage, Hankyu Ferry will amend such changes, limited to one time, at the office where the automobile embarkation ticket was sold or at other offices designated by Hankyu Ferry. The foregoing does not apply, however if the voyage to which the change will be made does not have sufficient extra transport capacity. Also, for Discounted Products, the applicable method of fares and fees shall be specified in accordance with the provisions.

2. Handling of changes by Hankyu Ferry as prescribed in the previous item shall be free of charge, and when a difference of fares arises for the embarkation interval and automobile type and length after such a change, Hankyu Ferry will assess any deficiency or refund any excess from the already-collected fare.

(Loss of paper automobile embarkation tickets)

**Article 14** If an automobile driver or carriage applicant loses their paper automobile embarkation ticket, Hankyu Ferry will assess the fare again and issue a paper automobile embarkation ticket in exchange. In such cases, Hankyu Ferry will issue a certificate noting the circumstances. However, this provision may not apply in cases where it is clear the paper automobile embarkation ticket was in its owner's possession at the time the automobile was loaded onto the ship.

2. If the automobile driver or the carriage applicant discovers the lost paper automobile embarkation ticket, within 1 year from the end of the ticket's usage period, they may submit it with the certificate of the previous paragraph to request a refund for the fare from Hankyu Ferry.

(Unauthorized embarkation, etc.)

**Article 15** When an automobile driver or carriage applicant takes action corresponding to any of the items described below, Hankyu Ferry may assess an amount equivalent to double the original fare in addition to the original fare.

(1) Loading an automobile onto the ship without possession of an authorization code or paper automobile embarkation ticket, without the permission of the ship's captain or the staff of Hankyu Ferry.

(2) Loading an automobile onto the ship without a valid authorization code or paper automobile embarkation ticket.

- (3) Loading an automobile onto the ship with an authorization code or paper automobile embarkation ticket that has been altered.
- (4) Loading an automobile onto the ship that is a different type or length than that recorded on the authorization code or inscribed on the paper automobile embarkation ticket used.
- (5) Refusing a request from Hankyu Ferry staff to present an authorization code or paper automobile embarkation ticket or to pay a fare.
- (6) Loading an automobile onto the ship by paying a discounted fare or no fare due to an invalid declaration.
- (7) Refusing to hand over the paper automobile embarkation ticket at the time of ticket collection.  
(Refunds and refund handling fees)

**Article 16** In cases corresponding to those described below, Hankyu Ferry shall refund the amount of the fare as described for each case at the office where the automobile ferry ticket was sold or at other offices designated by Hankyu Ferry.

- (1) When a carriage applicant requests a refund for an automobile embarkation ticket prior to the departure of the relevant designated voyage (excluding the cases corresponding to the following item and (3)): the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket)
- (2) When an automobile driver or carriage applicant cannot proceed with loading or continue to another loading of their automobile due to a personal event of force majeure such as death or illness of the driver, and can provide proof such an occurrence, and requests a refund within 30 days from the end of the automobile ferry ticket's usage period: the difference between the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket) and the amount of the fare for the section already used
- (3) When a passenger cancels their Contract of Carriage and requests a refund in the event that Hankyu Ferry has taken any measures stipulated in Article 7, or has fixed a period during which the cancellation fee shall be waived because of the possibility of taking such measures: the difference between the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket) and the amount of the fare for the section already used

- (4) When Hankyu Ferry cancels the Contract of Carriage as stipulated in paragraph 2 of Article 4: the difference between the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket) and the amount of the fare for the section already used
  - (5) When an automobile driver or carriage applicant requests a refund according to the provisions of paragraph 2 of Article 14: the amount inscribed on the face of the paper automobile ferry ticket
2. When paying refunds of fares as described in the previous paragraph, Hankyu Ferry shall assess the prescribed handling fees according to the categories prescribed in the following items, within the amounts prescribed for each item. Hankyu Ferry will not assess a handling fee, however, for refunds pertaining to (3) and (4) (limited to those pertaining to paragraph 2-(1) of Article 4) of the previous paragraph.
- (1) Refunds pertaining to (2), (4) (excluding those pertaining to paragraph 2-(1) of Article 4), and (5) of the previous paragraph: 200 yen
  - (2) Refunds pertaining to (1) of the previous paragraph
    - A. Refunds pertaining to requests made no later than 7 days before the day of departure: 200 yen
    - B. Refunds pertaining to requests made no later than 2 days prior to the day of departure: an amount equivalent to 10% of the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket) (when that amount is less than 200 yen: 200 yen)
    - C. Refunds pertaining to requests made no later than the time of departure: an amount equivalent to 30% of the amount recorded on the electronic automobile embarkation ticket (or inscribed on the face of the paper automobile embarkation ticket)
  - (3) When refunding Discounted Products as stipulated in item (1) of the preceding paragraph, a cancellation charge as set forth in the applicable method of fares and fees provided separately by Hankyu Ferry shall apply.
  - (4) When refunding Discounted Products as stipulated in item (3) of the preceding paragraph, Hankyu Ferry shall waive the cancellation charge stated in the applicable method of fares and fees provided separately.

**Chapter 4** Duties of Automobile Drivers  
(Loading and unloading)

**Article 17** The loading and unloading of automobiles is to be performed by the automobiles' drivers in accordance with instructions of the ship's captain or the staff of Hankyu Ferry.

2. When loading and unloading their automobiles, drivers must carefully operate their automobiles using the steering wheel, brakes, and other controls using speeds and methods in a manner that is not dangerous, taking into account the circumstances of the loading and unloading facilities and of their automobile.

(Duty of inspection)

**Article 18** Automobile drivers must lock their automobiles when going away from them, and must inspect their automobiles and any loaded cargo before disembarking. When an irregularity is discovered from such inspections, drivers must report to the ship's captain or the staff of Hankyu Ferry immediately.

(Prohibited actions, etc. for automobile drivers)

**Article 19** Automobile drivers shall move at slow speeds when embarking or disembarking the ship or driving on loading/unloading facilities or in guidance paths, and must not cut in front of other vehicles ahead of them that are embarking or disembarking.

2. When loading or unloading their automobiles, automobile drivers must follow the instructions of the ship's captain or the staff of Hankyu Ferry as part of their professional obligation for securing safe transportation.
3. The ship's captain may order the disembarkation of automobile drivers who do not follow the instructions described in the previous paragraph.

## **Chapter 5** Liability

(Liability of Hankyu Ferry)

**Article 20** For damages arising from destruction or loss of automobiles or loaded cargo, Hankyu Ferry shall be liable only in cases where the event that caused the damages occurred while said automobiles or loaded cargo were under the management of Hankyu Ferry, except in cases where Hankyu Ferry is exempted from responsibility under paragraph 4 of Article 5.

2. The provisions of the previous paragraph shall not apply in cases corresponding to those described below.

- (1) When Hankyu Ferry can show evidence that the ship in use had no structural defects or functional failures, and that Hankyu Ferry and its users had taken necessary measures for preventing the damages in question or for reasons such as force majeure

those measures could not be taken

(2) When Hankyu Ferry can show evidence that the damages occurred due to an intentional act or negligence of the automobile driver, the carriage applicant, or a third party, or due to the driver of the automobile or the carriage applicant not obeying the law or these Conditions of Carriage

3. Hankyu Ferry shall not be liable for damages that occurred from measures taken by Hankyu Ferry according to the provisions of Article 7, except in cases where Hankyu Ferry is liable according to the provisions of paragraph 1.

(Right of carriage applicants to claim damages)

**Article 21** Automobile drivers or carriage applicants that accepted delivery of an automobile or its loaded cargo without lodging an objection are considered to have abdicated the right to claim damages that occurred related to that automobile or loaded cargo against Hankyu Ferry. The foregoing does not apply, however, in cases where damages could not be discovered immediately or in cases of partial destruction, and Hankyu Ferry is notified in writing within 14 days from the day of the delivery.

(Liability claims against automobile drivers and carriage applicants)

**Article 22** When an automobile driver or carriage applicant causes damages to Hankyu Ferry due to intentional acts or negligence, or by not obeying the law or these Conditions of Carriage, Hankyu Ferry may claim liability for those damages against that automobile driver or carriage applicant.

Applicable Date

These Conditions of Carriage shall apply from April 1, 2023.