

## **TERMS & CONDITIONS**

### **Ship: DALEELA**

For the itineraries and during the time the passengers are on board, the General Terms and Conditions apply, as shown on the websites below [www.scandroholding.com](http://www.scandroholding.com) and [www.orthodoxouaviation.com](http://www.orthodoxouaviation.com)

Orthodoxou Aviation Ltd acts as booking agent for Scandro Holding Ltd. The company for the ferry connection where you will travel will be listed on your ticket purchase. Passengers, their luggage and vehicles are transported in accordance with the company's Terms and Conditions. By purchasing the tickets, the passenger accepts the following Terms and Conditions.

Also, when booking and purchasing the ticket, the passenger authorizes the processing of personal data in the manner specified in the Terms of the Orthodoxou Aviation Ltd privacy policy as well as the drivers authorize the processing of personal data in the manner specified in the terms of their privacy policy port agent Hull Blyth Araouzos Ltd (CYPRUS) and Kouridakis Maritime Agency Ltd (Greece).

### **TERMS**

The company: the shipping line that performs the maritime transport service between Cyprus and Greece.  
Accompanied vehicle: the motor vehicle carried by a passenger, used for the transport of persons and goods not intended for sale, owned or lawfully at the disposal of the passenger referred to in the PRM : a person whose mobility is reduced, when using means of transport , due to physical disability (sensory or kinetic, permanent or temporary), mental disability or any other cause of disability or due to age, whose condition requires appropriate information and adaptation of the service to meet specific needs. Service Agreement: Concession Agreement for the public maritime transport service of passengers and vehicles between Cyprus and Greece and vice versa.

### **REGULATIONS**

The contract of carriage of passengers, their luggage and vehicles are governed by Regulation (EU) no. 1177/2010, Regulation (EC) no. 392/2009, the Athens Convention of 13/12/1974 as superseded by the London Protocol of 01/11/2002 and the applicable Cypriot legislation and regulations and any subsequent amendments to the above legislation and/or any new sectoral regulations.

### **CAPTAIN**

The captain of the vessel has full authority to proceed without a pilot, to tow and assist other vessels under any circumstances, to deviate from the usual course, to call at any port (whether the vessel's home port or not), to carry passengers and their luggage on another vessel to continue the journey. The company and on its behalf, the captain of the ship, have the right to refuse boarding to anyone who, in their judgment, is unfit to travel. If the captain refuses to board the passenger for reasonable cause, the company will only be obliged to refund the cost of the ticket. In addition, the company and on its behalf, the captain of the ship, have the right to disembark during the voyage, at any intermediate port, any passenger who is unfit to continue the voyage or who causes danger or nuisance to others passengers or crew. The passenger is subject to the disciplinary powers of the ship's captain and navigation. The company and the captain of the ship shall be authorized to carry out any order or direction given by Governments and Authorities of any State or by subjects stating or purporting to act on behalf of or with the consent of such Governments

or Authorities or any other subject who, pursuant to under the terms of the ship's war risk insurance, has the right to give such orders or instructions. All acts and omissions done by the company or the captain, in execution or in consequence of such orders or instructions, shall not be considered as breaches of the contract. The disembarkation of passengers, baggage and vehicle in accordance with such orders or instructions relieves the company of all responsibility for the continuation of the journey or the repatriation of passengers.

### **CARRIER'S LIABILITY**

The carrier's liability for loss of life, bodily injury and/or loss of or damage to baggage, accompanying vehicle, valuables, personal effects and/or other property of passengers may in no case exceed the limits provided for by the Athens Convention of 13/12/1974 as amended by the London Protocol of 01/11/2002 and/or other regulations of Cyprus and the international sector that may apply.

### **RULES ON BOARD**

Passengers must strictly observe the rules of the ship and comply with the regulations applicable to maritime transport and in particular those related to safety at sea. Smoking is prohibited on board in all indoor areas except the casino. The crew is legally responsible for ensuring compliance with this prohibition and for reporting any non-compliance to the relevant authorities in accordance with the laws of the Republic of Cyprus and its implementing agreement. Failure to comply with a provision of the law, ship's rules, orders or regulations of the Authorities relating to security is punishable in accordance with the applicable anti-terrorism regulations (ISPS), passengers may be required to have their baggage searched or /and their vehicle and/or be asked to produce identification documents by the ship's officers.

### **BOOKING UPGRADE**

To upgrade a reservation, provided there are seats available, the corresponding fare difference based on the price list will be paid. The upgrade can only be done through the call center (there is a service fee).

### **RESERVATION AND ISSUE OF TICKETS**

You can buy tickets from [www.orthodoxouaviation.com](http://www.orthodoxouaviation.com). Tickets are issued upon payment of the total amount due. According to security regulations, when booking or purchasing a ticket, you must provide all your travel document details, including children of any age. The brand, model and license plate are required for the vehicle. The data entered must match the passengers and vehicles traveling. Otherwise, access may be denied. Tickets can be issued in paper or electronic form. At check-in, passengers must show their reservation form or provide their reservation number to receive their boarding pass.

### **TICKET CANCELLATIONS**

With the payment and issuance of the tickets, in case of cancellation following written request by passenger to the email address [ferry@orthodoxou.com.cy](mailto:ferry@orthodoxou.com.cy) the followings apply (for tickets issue online or through a call center):

- Up to 26 days before each departure refundable are port taxes and 50% of fare
- From 0 to 25 days before each departure refundable are only port taxes
- In case of no show refundable are port taxes only.

Tickets issued by other agencies in Cyprus and Greece are canceled by the respective agency and the same cancellation policy and cancellation request procedure apply.

### **CHANGES OF PASSENGER / VEHICLE TICKETS**

Adult passengers who wish to change travel dates or change passenger will be charged a change fee of 10.00 euros per ticket. Minor passengers aged 4 - 12 years who wish to change travel date or change passenger will be charged a change fee of 10.00 euros per ticket. Minor passengers 0 - 4 years old who wish to change travel date or change passenger will be charged a change fee of 10.00 euros per ticket. The change of information in the reservations of vehicles and self-propelled caravans will be charged 10.00 euros per ticket. Changing details in motorcycle reservations will be charged 10.00 euros per reservation.

### **SALES SCHEDULE**

Last day of reservations for each route will be:

- 7 days prior departure for motor bookings and for bookings of passengers accompanying vehicles.
- 3 days prior departure for passengers not accompanying vehicles.

### **FARE**

Fares for the services offered can be found on the website [www.orthodoxouaviation.com](http://www.orthodoxouaviation.com) . and [www.scandroholding.com](http://www.scandroholding.com) . in the purchase form. Any increase or decrease in fares does not affect bookings already made or selected. For online purchases, once the passenger has selected the listed price, the fare cannot be changed during the ticket purchase process.

### **TRAVEL DOCUMENTS**

All passengers, including children and infants, must be in possession of a valid civil ID or passport when checking tickets at the port, otherwise boarding will be denied, with no right to refund. Before starting the journey, passengers must ensure that they have all the documents required to disembark at the port. The company will not be responsible for any refusal by Local Authorities. Members of GEES or GEEB travel with a passport or any civil ID only. Military ID is NOT an acceptable travel document.

### **PASSENGER DETAILS**

It is mandatory for security reasons to register passengers by name on each route. Each passenger is required to provide the details of the travel document they will use to travel. The details needed for registration are as follows:

- Lastname
- Name (In full)
- Official Travel document Number
- Sex
- Nationality
- Date of birth (DD/MM/YY)
- Date of issue and expiry of the travel document

During the online booking process or the issuance of the ticket, the passenger must provide their exact identification details, contact telephone number and e-mail address, with the sole purpose of being informed by the company in the event of a delay, cancellation or cancellation of the ship's itinerary. The passenger must also check during the issuance of the ticket that the information is correct (date, time, route, ship, identity information, etc.) and not accept it in case of any error. When issuing tickets, passengers with disabilities and special needs should declare to the agency or Scandro Holding Ltd for special care or assistance, and in case of need they will need to present a disability card. By purchasing an airline chair ticket passengers must accept that the resting and sleeping area is the airline chair and not in any other part of the ship. A person who has entered the Republic of Cyprus through any illegal airport or port (occupied areas) cannot board the ship with a route from Cyprus to Greece.

## **BOARDING PROCEDURE**

The passenger must be at the boarding area of the ship at least 4 hours before departure. Boarding is completed at least an hour before departure.

The passenger must bring his vehicle to the loading waiting area 4 hours before departure. The driver is obliged to load and unload his vehicle, with the luggage that will be inside the vehicle. It is not allowed to transport inside the vehicle liquid form materials or objects, food, clothing other than the luggage. The priority order of loading vehicles is determined by the Port Regulations of each Port Authority, in whose area the loading takes place. All passengers must have the necessary travel documents.

Scandro Holding Ltd reserves the right to refuse boarding to a passenger without the necessary travel documents. If the passenger decides not to travel, then he must declare this at the ship's accounting office and take his luggage and vehicle with him if it is possible to move from the ship's parking area. (no refund).

The company under any circumstances is not responsible for any damage accrued during the entry of very low vehicles. The owner/driver is responsible in case he wants to travel with the specific vehicle.

## **BOARDING OF MINOR PASSENGERS**

Minor passengers must have a valid personal ID or passport. Passengers under 18 must be accompanied by an adult. If the accompanying person is not a parent or guardian, they must have with them a responsible declaration signed by the parents/guardians that they allow their child to travel. This authorization must be accompanied by valid identity documents of both parents/guardians and in the case of third-country nationals, the residence permit where the child is registered. Under no circumstances does the captain or any other member of the crew will take custody and responsibility for the child on board. It is understood that passengers will be responsible for providing all necessary documents required by the country of origin and the company shall not be responsible if these documents are found insufficient by the authorities at the destination port.

## **BOARDING OF PREGNANTS**

A female passenger who is pregnant and does not exceed the 28th week of pregnancy, can board and travel without any medical certificate since there are no pregnancy complications.

A female passenger who is in the 28th to 36th week of pregnancy can only travel with a medical certificate from her/his gynecologist which has been issued no more than 10 days before the trip, stating the date of possible delivery, that the pregnancy is without complications, the name of the gynecologist and that the passenger can board and travel.

A female passenger who is 36 weeks pregnant and carrying 1 fetus cannot travel.

A female passenger who is 32 weeks pregnant and carrying 2 or 3 or more fetuses cannot travel.

A woman who gave birth naturally can travel after 48 hours have passed from the day and time of delivery. A woman who gave birth by caesarean section can travel 10 days after the caesarean section with a relevant doctor's certificate that she can travel.

#### **BOARDING FOR PEOPLE WITH REDUCED MOBILITY**

Reservations and services offered to people with reduced mobility are under the same conditions as all other passengers at no extra cost. The company and terminal operators will make every reasonable effort to ensure adequate assistance to people with reduced mobility when boarding and disembarking on and off the ship. It is the responsibility of persons with reduced mobility to communicate in writing, when purchasing a ticket or at least forty-eight hours before assistance is needed (48 hours prior to travel), their specific requirements for accommodation, seating, requested services or the need to carry medical equipment. People with reduced mobility must be present at the port four hours before departure. Also, people with reduced mobility will be transported to the ship accompanied by a service officer of the port management company. If it is necessary according to article 8 of the European Regulation, with no. 1177/2010, the company may require that persons with reduced mobility to be accompanied by another person where they can provide the necessary assistance. If for justified security reasons and/or due to the design of the ship or the infrastructure and equipment at ports (including port terminals), it is impossible to allow the safe or feasible boarding, disembarking or transportation of persons with reduced mobility, the company may refuse to accept the booking and/or issue the bond and/or refuse boarding, stating the reasons immediately. Persons with reduced mobility who are denied boarding for the above reasons are entitled to compensation. (In accordance with the current legislation and with Regulation (EU) no. 1177/2010 and Regulation or damage to mobility equipment or other special equipment used by people with reduced mobility if the specific event is due to their fault or negligence. If necessary, the company will make every effort to quickly provide suitable temporary replacement equipment). Assistance is available on board where it is provided by the competent person designated by the company. In the event of an emergency, the person designated to assist persons with reduced mobility will be at the meeting point and boarding points. Access to the ship's decks is facilitated by the presence of an illuminated keyboard, audio, and suitable keys for blind passengers. Cabins equipped for people with reduced mobility are available on board, in accordance with the relevant regulations. In the common areas, the corridors leading to the main points of the ship where there are services are marked with tactile guides. There are also dedicated and equipped toilets for people with reduced mobility.

#### **UNACCOMPANIED, CORPORATE AND VAN VEHICLES ARE NOT ALLOWED**

Only one accompanying vehicle per passenger is permitted. Also, in case of a driver other than the car owner of the vehicle the sole beneficiary is a first degree relative or spouses with the necessary authorization certified by a certifying employee. The vehicle is boarded and disembarked by the passenger, who, once parked in the position indicated by the ship's crew, is obliged to turn off the engine, engage the gear, apply the handbrake, and lock the vehicle. Access to the garage area remains closed during the transit. Vehicles that are not moving are not allowed to board with passengers. The passenger must be in possession of all the documents required to disembark and clear the vehicle at the destination port. In case of c-ownership with a Bank, an original authorization from the Bank is required allowing the c-owner to transport a car abroad. The company declines all responsibility in case of missing documents. All costs and expenses arising from the boarding, disembarking and customs clearance of the vehicle shall be borne by the passenger. Any damage caused by the vehicle to the ship and/or to third parties must be paid directly by the passenger who caused it or through their insurance company. However, the passenger may be required to sign a damage liability declaration before disembarking. We recommend that you take out an insurance policy to cover any damages that may

occur during sea transportation for which the company cannot be held responsible. The company will only be responsible for damages resulting from its direct responsibility and within the limits provided by Cypriot Law and applicable International Conventions. There is a charge €20 per route for vehicle handling fees and payment will be settled on booking time (cost include on Port Taxes). Acceptable caravans up to **5m**. Towed Caravans are forbidden. Vehicles that have entered Cyprus illegally through illegal airports or ports cannot be boarded. Only vehicles, caravans or motorcycles that entered Cyprus from controlled points of the Republic of Cyprus and not through occupied areas have the right to travel. Electric cars and Gas cars are not allowed.

## **LUGGAGES**

Only personal items are allowed in luggage. Dangerous and harmful products are not allowed, subject to the applicable safety regulations. Passengers are requested to take all luggage necessary for the journey with them, as the garage decks are closed during the voyage. The company's liability for baggage cannot exceed the limits provided by the Athens Convention of 13/12/1974 as amended by the London Protocol of 01/11/2002 or by Cypriot laws and international regulations in present domain that may apply. Baggage (dimension 90cmx75cmx43cm) that each passenger is entitled to carry must be checked at the port. The company is in no way responsible for any loss or damage to jewelers, money, documents, manuscripts, insurance and valuables, wherever kept on board. If passengers discover that they have lost any of their personal belongings while on board, they can report the loss directly to the ship's reception. The loss report must be sent within one week of the passenger's disembarkation date. In no case will the company be obliged to pay compensation in case of non-finding of the items.

## **VALUABLE ITEMS**

Scandro Holding Ltd is not responsible for the safekeeping of your personal belongings unless they have been given for safekeeping in the ship's accounting room (Specific fee). The passenger is entitled to carry hand luggage or travel bags of personal items of any weight which will be checked at the port and no other type of cargo will be allowed to be carried in the vehicles. For the transfer of luggage to and from the ship there is no responsibility from the carrier and the staff, however any assistance requested or needed will be provided. The company is not responsible for loss of money, valuables or luggage in the common areas of the ship or in their vehicles.

## **PETS (DOGS AND CATS ONLY)**

Only dogs and cats can be accommodated on board either using one of the 6 available cages on board (they can accommodate a dog up to 40 kg) or with their own IATA approved type transport cage (up to 40 kg dog). Alternatively, you will be able to bring your pet into the cabin (pets up to 5kg) by purchasing a ticket for a cabin that can accommodate a pet (there are 2 pet-friendly cabins). Each passenger can take only 1 pet on board. The pet is transporter and travels only with its owner. Pets are not allowed inside the boat and in the common areas. Animals are not allowed in the vehicles during sailing. All pets upon arrival at the port must enter the passenger hall to board the ship. Pet owners must provide food and water for their pets. The owner has the personal care of his pet and must clean it. In case an animal causes any damage, the cost is covered by the owner.

Dog registration (microchip) and veterinary certificate of good health required for travel. A European passport is required for pets.

The documents that must be presented at the port are the following: Health certificate in accordance with Annex IV of Implementing Regulation (EU) No. 577/2013, a copy of the certificate with the details of the electronic identification of the animal, a copy of the certificate with the details of the anti-rabies vaccination. In addition to the anti-rabies

vaccination, these animals must undergo what is known as rabies antibody titration. For up-to-date information on transporting pets, we recommend visiting the official website of Department of Health of Cyprus and the official website of the European Union before purchasing any tickets and before travelling. If any passengers arrive at the port with a pet not listed on the ticket, the company will check the availability on board and collect the fare as well as issuing a ticket at that time. Blind passengers may travel accompanied by a service dog, in accordance with national international regulations and EU regulations (Article 11.5 of EU Regulation, no. 1177/2010). The service dog may travel in the cabin with the passenger provided there is an available cabin. The presence of the service dog must be reported at booking time via call center (+357 24841051 or [ferry@orthodoxou.com.cy](mailto:ferry@orthodoxou.com.cy)) and to the port upon the arrival of the passengers. If the company realizes that the dog has aggressive tendencies, it will be forbidden to enter the ship.

There are special areas for pets on board.

For pets there are **10 spaces (6 ship's cages and 4 spaces with a private transport cage)** in the garage area where owners can visit their pets accompanied by the ship's crew, with a maximum number of (3-4) visits throughout of the trip between 09:30 - 21:30. Passengers traveling with a pet must carry their recently updated health record and passport and are responsible for their care and safety. Only one pet up to 5 kg is allowed in the two specially designed pet cabins. If a pet has a health problem, you must inform the company during your reservation, in case of serious health problems boarding may be refused. It is forbidden to transport a pet that is pregnant or gave birth before 40 days. Upon arrival at the port and ship all pets (dogs) must wear a muzzle or be in a cage, otherwise boarding may be denied.

The following dog breeds are prohibited on board:

- 1. Dogo Argentine, 2. Fila Brasileiro, 3. Japanese Tosa, 4. Pit Bull Terrier, 5. American Pit Bull.**

### **CURRENCY**

Accepted currency on board is only euro.

### **INSURANCE**

The shipowner and the company have insurance issued by the P&I Club solely in respect of their liability to third parties.

### **SAFETY ON SHIP**

The passenger is obliged to comply with the instructions of the competent persons of the ship, related to the quietness, orderliness, cleanliness, and safety of the ship. The passenger is obliged to comply with the ship's crew during the trip and to address the relevant members in case of problem. Persons who refuse to comply will be denied entry to the ship and will be reported to the local Port Authorities. Scandro Holding Ltd and the ship shall not be liable for accidents and loss or damage before embarkation or loading on the ship and after disembarkation or discharge from it. The transport of explosive, flammable, incendiary and generally dangerous materials is prohibited. It is forbidden to transport food and other items for feeding and swallowing (due to high temperatures and improper storage to avoid food poisoning from their own food – Change of Company Policy to avoid health incidents). Passengers must comply with a safety regulation during boarding, disembarkation and public order within the Ship and observe hygiene rules.

## **TRIP DURATION**

The duration of the journey is 31 hours.

## **DELAY OR CANCELLATION OF ITINERARY DUE TO FORCE MAJEURE**

Scandro Holding Ltd is not responsible for route delays, deviations, and non – observance of the normal course due to bad weather conditions or orders from the Competent Authorities or for reasons of force majeure and are done with the safety of the passengers in mind.

## **INTERARY**

Scandro Holding Ltd endeavors to adhere to the itineraries that are published, but reserves the right to modify them when necessary. Itineraries are subject to change, and such changes are announced on the website of Scandro Holding Ltd and Orthodoxou Aviation Ltd.

## **COMPLAINS**

Passengers wishing to file a complaint with the company, have the right to submit it within one month. For any other accident or in relation to the vehicle it must be submitted before it leaves the ship. The company must inform the passenger that the complaint has been accepted, rejected, or will be considered. The time required to provide a definitive response to the complaint will not exceed two months from its receipt. Complaints can be sent in Greek and/or English via e-mail to the e-mail address [support@scandroholding.com](mailto:support@scandroholding.com) . The complainant should send a letter containing at least: 1. The identity details of the user (name, surname, address), attaching a copy of his identity document and the details of his representative (if any), attached power of attorney. 2. The identification details for the journey (date, time of departure, origin, and destination) and for the contract of carriage (booking code or ticket number). 3. description of the inconsistency of the service with the requirements set by European or national legislation and general conditions of carriage.

### **The role of the Under-Minister of Shipping as a Secondary Body**

The Under-Minister of Shipping as the National Enforcement Body of the Regulation on the rights of passengers in maritime and inland waterway transport (Regulation (EU) No. 1177/2010) acts as a Secondary Body for complaints not resolved by the carrier or terminal operator. It is therefore noted that the Deputy Ministry of Shipping accepts only those complaints which have been submitted first to the carrier or terminal operator and investigates the alleged violation, imposing appropriate sanctions where appropriate. It is clarified that the Deputy Ministry of Shipping **does not participate in the settlement of disputes**, but limits its activities to the general enforcement of the Regulation.



## **Submitting Passenger Complaints**

<https://www.dms.gov.cy/dms/shipping.nsf/all/D10FF5FB540CF850C225890800436648?opendocument>

The completed complaint form can be sent: a) by post to the Deputy Ministry of Shipping, Kyllini, Mesa Geitonia, 4007, Limassol, Cyprus or b) to the following email address: [passengerrights@dms.gov.cy](mailto:passengerrights@dms.gov.cy) .

(Directive (EU) 2017/2109 amending Directive 98/41/EC on the registration of persons traveling on passenger ships).  
When making a reservation or purchase, the passenger must provide the following information: last name, first name, nationality, date of birth, gender, ID document number, mobile phone number, e-mail address. In addition, the passenger may indicate an emergency contact number and any of his or her needs for special care and/or assistance in emergency situations. The data provided will be processed in accordance with Cypriot Legislation.)