

## CONDITIONS OF CARRIAGE

1. Carriage of passengers and their luggage, including their vehicles, shall be pursuant to the Marine Liability Act, S.C. 2001, c.6 and amendments thereto and all terms defined in such Act shall have the same meanings under these conditions.
2. No Bill of Lading is issued in respect of this carriage and the Hague-Visby Rules do not apply.
3. The Carrier shall not be responsible for any loss, damage or inconvenience suffered by any passenger resulting from late, delayed or cancelled sailings, arrivals or departures regardless of the cause or from any change or deviation in any schedule of sailing times from those published by the Carrier.
4. All fares, tariffs or surcharges are subject to change without notice. Cost of carriage is subject to changes in fares, tariffs or surcharges effected prior to carriage, such increased amounts to be paid prior to boarding.
5. In order to protect the health, safety, security and comfort of its passengers, the Carrier reserves the right to refuse transportation to any person, vehicle, article or goods or to remove same from any vessel, or from any terminal or other property occupied by the Carrier. The Carrier's Rules and Requirements for terminal operations and carriage are available from any terminal manager and are posted on the Carrier's website at *bcferries.com*. The Carrier is under no obligation to accept for carriage any luggage or accept any vehicle, article or goods which do not meet its requirements with respect to identification or condition. The Carrier has the right, but not the obligation, to verify in the presence of the passenger the contents of luggage, and, to open and examine such luggage whether or not the passenger is present.
6. For good order and security, passengers agree to follow the directions of any employee of the Carrier in respect of use or operation of the terminal or vessel. When requested by any employee, passengers will provide proof of identification satisfactory to the Carrier and will answer any enquiry and produce any documents requested by the employee in respect to any luggage, vehicle or its contents. Persons who refuse to provide information or documentation as required; who refuse to follow directions of any employee, sign or device in any terminal or on board any vessel; who interfere with or molest other passengers; who interfere with the operation of a terminal or vessel; or who interfere with any employee of the Carrier, may be refused passage, ordered off the vessel and evicted from the terminal. The Carrier will rely on section 83 of the Canada Shipping Act, 2001, S.C. 2001, c.26 and amendments thereto and section 494(2) of the Criminal Code of Canada, R.S.C. 1985, c. C-46 and amendments thereto to maintain good order and discipline.
7. Any and all costs incurred by the Carrier in respect of any luggage or vehicle left unattended or in an unauthorized location or for non payment of fees or expenses shall be

for the account of the passenger and the Carrier shall have a lien on such luggage or vehicle for such amounts. If the owner or driver of any vehicle does not drive the vehicle on or off its vessel in accordance with the directions of the Carrier, then the Carrier may remove the vehicle from the vessel at the sole risk and expense of the owner or driver. The Carrier shall not be liable for any damage caused by or to such vehicle or its contents even if caused by the Carrier's negligence.

8. No vehicle shall be deemed to have been taken over by the Carrier until such vehicle is permanently at rest on board the vessel prior to sailing and shall be deemed to be redelivered by the Carrier on commencement of discharge from the vessel. At all other times, vehicles are under the care, custody and control of the owner or driver of the vehicle and responsibility for any loss or damage to or by the vehicle shall be with the owner or driver of the vehicle, notwithstanding any direction given by the Carrier in respect of that vehicle. The owner or driver of the vehicle is responsible for properly securing the vehicle and its contents throughout the voyage. The Carrier is not responsible for theft of the vehicle or of its contents, or for damage to any vehicle not due to the negligence of the carrier.

9. For the purpose of these Conditions of Carriage, the Carrier includes every agent, servant and employee of the Carrier and any corporation owned by, subsidiary to or associated or affiliated with the Carrier, including every independent contractor from time to time employed by the Carrier and every right of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder or by statute or common law shall also be available and shall extend to each of them.

10. The Carrier shall not be liable for any loss, detention, damage, injury causing death or illness caused to or by live animals however or wherever such loss, detention, damage or injury occurs even though caused by any act, neglect or default of the Carrier.

11. The Carrier shall not be liable for the quality, nature or consequence of any medical or surgical treatment or assistance which may be administered, notwithstanding that the said medical or surgical treatment or assistance is done negligently. Passengers are required to advise the Carrier of any and all health issues or concerns prior to entering into the contract of carriage.

12. The Carrier may amend these Conditions of Carriage at any time.