



## Contratto di Trasporto della Compagnia Tramed

These **GENERAL CONDITIONS OF SALE**

have been drawn up in accordance with the provisions of:

Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce (LSSI CE 34/2002), **Royal Legislative Decree 1/2007**, of 16 November, approving the Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, Article 14 of **Regulation (EU) 524/2013** of the European Parliament and of the Council, of 21 May 2013, and Regulation No. 1177/2010 of the European Parliament and of the Council, of 24 November 2010, concerning the rights of passengers when travelling by sea and inland waterways and amending Regulation (EC) No. 2006/2004.

### GENERAL CONTACT INFORMATION

In accordance with the Law 34/2002, of 11 July, of Services of the Information Society and Electronic Commerce, you are hereby informed that the ownership of this Website, "**tramed.com**", (hereinafter Website) is held by: **TRASMED GLE, S.L.**, (hereinafter **TRASMED**) holder of Tax Identification Number: B05405105, registered in the Companies' Register of Valencia, Volume 10985, Folio 1, Page V-198081, Entry 1, and whose contact details are:

**Address:** Dique del este, S/N - 46024 Valencia

**Contact telephone number:** 96 091 33 16 **Contact**

**e-mail:** callcenter@tramed.com

### PURPOSE

The purpose of these "**GENERAL CONDITIONS OF SALE**" is, **firstly**, to inform Buyer users of the conditions and modalities under which **TRASMED** will proceed with the sale and delivery of the products/services purchased and, **secondly**, to inform on the rights and obligations of "**the parties**" within the framework of the sale of the products/services by **TRASMED** to the customer (hereinafter "the Buyer").

These "**GENERAL CONDITIONS OF SALE**" shall apply without restriction or reservation to all sales of products/services made through the Website. Therefore, "the Buyer", on completing a purchase of products/services, acknowledges that he/she is aware of these "**GENERAL CONDITIONS OF SALE**" prior to making the Booking, and fully accepts without any reserves.

**TRASMED** reserves the right to unilaterally modify these "**GENERAL CONDITIONS OF SALE**" at any time. However, those which the Buyer has accepted at the time of making the Booking shall apply to each Booking.

These "**GENERAL CONDITIONS OF SALE**" include the **General Conditions of Use** of the Website and are supplemented by the provisions of the **Privacy Policy** and the **Cookies Policy**.



## BOARDING INFORMATION

### Check-in and boarding pass

All passengers, including infants and pets, must be in possession of their personal boarding pass.

The online check-in can be carried out as of 7 days before the departure date via: **online check-in link** and printing the corresponding boarding pass or downloading it to a mobile device. Boarding passes can also be obtained directly from the port ticket offices or from the self-check-in machines available at some maritime terminals. Also in these cases as of 7 days before departure.

In the following cases, it is not possible to check in online, but the Buyer must collect the boarding passes at the ticket office on the day of departure:

- Journeys operated by other companies.
- Subsidised tickets if the supporting documentation does not exist in our system or in the archives of the Directorate-General for Merchant Shipping.
- Group boarding

You will have to go through the ticket office at the maritime terminal in the event of:

- Lost or damaged boarding card
- If the boarding card cannot be electronically validated
- If the customer does not present both copies when boarding: copy for the shipping company and copy for the customer.

### Resident and Large Family

If you are a resident of the Balearic Islands or you are accredited as a Large Family, do not forget to always carry with you your accreditation for said discount together with your valid ID card or passport.

### Travel documents

In order to travel, all passengers must present themselves at boarding with the documentation required by current regulations (ID card, passport or NIE). It must be a valid original.

In the case of children under 14 years of age, they can identify themselves by means of an ID card, passport or family book.

Under no circumstances will children under 14 years of age be allowed to travel alone. In the event that the accompanying person is not a parent or legal guardian, a letter of authorisation must be shown in which the parents authorise to delegate the minor to the person indicated (the documentation must include a photocopy of the Spanish ID or Passport and the family record book where the minor and the father, mother or legal guardian are included).

In the case of discounted/subsidised fares (residents or large families), the accreditation document must be presented in order to benefit from the discount/subsidy.

### Luggage

If you are not travelling with your vehicle, it is important that you are aware how much luggage you can bring on board. You will only be able to bring on board what you can carry on your own for a single trip. Failure to comply with this condition may result in denial of boarding. We recommend that passengers pay special attention to their belongings as **TRASMED** is not responsible for possible theft, loss of luggage or valuables.

A baggage service is available on board our ships where you can store your belongings. This area is closed to the public for the duration of the crossing. You can ask for this service at the reception desk on board.

You are not permitted to bring on-board (in any form, as hand luggage or in vehicles):

- Oxidising substances such as soda or peroxides.
- Flammable substances: liquids such as fuels, paints or solvents; gases (flammable, non-flammable, intensely cooled or poisonous) such as camping gas, oxygen, propane or butane; solids such as easily ignitable articles, substances subject to spontaneous combustion or emitting flammable gases on contact with water.
- Ammunition, explosives, flares or firework articles.
- Security briefcases fitted with alarm systems.
- Radioactive substances.

Certain medicines, toiletries, carbonic snow, oxygen or carbon dioxide cylinders for medical use, as well as ammunition for hunting weapons could be subject to restrictions.

Alcoholic beverages taken on board may be seized until arrival in port.

### Electric mobility devices

To prevent possible fire hazards on board derived from Lithium-ion batteries, it is forbidden to charge batteries of all electric mobility devices on board vessels (scooters, bicycles, unicycles, seaway, overboard or any other electric vehicle).

The responsibility for any accident resulting from non-compliance with the rules of coexistence and safety on board will be the responsibility of the passenger who violates them.

### Changes to departure times

Departure times may be affected by force majeure or other causes that prevent safe navigation. In order for us to be able to inform you about departure time changes, should they occur, it is important that you include a telephone number and e-mail address when making your purchase/booking.

If you have any questions, you can always contact our Customer Service Centre (Call Centre) through the following means:

**Contact telephone number:** 96 091 33 16

**Contact e-mail:** [callcenter@trasmed.com](mailto:callcenter@trasmed.com)

## Boarding

Before boarding, we recommend that you carefully read and consider the following information:

### Boarding deadline

If you are travelling with a vehicle, you must be at the boarding gate no later than 60 minutes before the official scheduled departure time; if you are travelling on foot (without a vehicle), no later than 30 minutes before departure, **except for the port of Palma (Mallorca)** where passengers without vehicle must arrive **no later than 45 minutes** before departure.

After this time, boarding will be closed and **TRASMED** will not be responsible for not admitting a passenger and/or vehicle when they present themselves on the premises after the boarding has closed.

Boarding pass control (paper or electronic)

Before boarding, our shore staff will check your boarding cards (remember that you must present the copy for the shipping company and the copy for the customer) and verify that the names on the boarding card correspond to the ID card, passport or residence card details of all passengers in the booking.

If the information on the boarding card and identification documents do not match, boarding will not be permitted.

It is important to keep your boarding pass with you throughout your journey. **Boarding**

### vehicles

If you are going to board with your vehicle, remember that the latest boarding time is 60 minutes before the official scheduled departure time. After this time, **TRASMED** will not be able to guarantee the boarding of your vehicle.

Don't forget to bring with you your vehicle documents and insurance, which must be valid on the day of departure.

The vehicle boarding must match the vehicle included on the ticket and must be of the length and height indicated on the booking, otherwise **TRASMED** will not be able to guarantee boarding.

If the vehicle corresponds to a higher rate than the booked vehicle, the difference in price must be paid. **TRASMED** can request the vehicle's technical data sheet for verification.

Vehicles must always board with a driver. Trailers must always be loaded with the vehicle transporting them.

You can leave your luggage inside the vehicle, but we recommend that you take what you need for the sailing hours, as you will not be able to access it until you arrive (the garages are closed during the crossing).

Vans: if you are boarding with a marked vehicle or carrying cargo, you will not be able to purchase tickets on the website. We recommend that you contact our cargo department.

In compliance with current security regulations, the names of passengers and their identity documents, as well as the brand, model and registration number of the vehicles on the ticket must match the passengers and vehicles to be boarded. Otherwise, this could result in a refusal to allow boarding.

### Bicycles, surfboards and pleasure craft

With **TRASMED** you enjoy the free transport service for bicycles, surfboards and kayaks, which will travel in the garage appropriately secured. The passenger is responsible for loading, custody and unloading.

If you are travelling with a pleasure boat, it must be positioned in the garage next to your vehicle (as an integral part of it). The overall length shall be taken as the sum of the vehicle and the craft (including the tow bar) and the height shall be taken as the height of the vehicle and the craft. You can check the rates for boarding this type of vehicle, as they vary according to the route and the total length/height measurements.

## CHANGES AND CANCELLATIONS

During the booking process, the Buyer may choose between the "No Flexibility", "Medium Flexibility" or "Flexibility Plus" plan. Depending on the Plan you have chosen, the ticket will be governed by the following modification or cancellation conditions:

	Change Date	Change Time	Change Route	Change Accommodation	Change Passenger's Details*	Change Vehicle's Details*	Cancellation*	Change Flexibility Plan
No Flexibility	NO	NO	NO	NO	YES	YES	NO	NO
Medium Flexibility	YES	YES	YES	YES	YES	YES	NO	NO
Flexibility Plus	YES	YES	YES	YES	YES	YES	YES	YES

### Ticket modification

Depending on the type of fare chosen (No flexibility, Medium or Plus), the following items may be modified: date of travel, route, journey time, accommodation and type of flexibility. These changes may require the payment of an additional amount if there is a fare difference between the original ticket and the new one. Modification of the ticket will only be possible if requested up to 2 hours before the ship's departure time, except for the upgrade option, which can be done at any time, even on board the ship.

#### \* Change of passenger details

In the event of an error when entering the passenger's personal details during the booking process or, in the event that missing passenger information needs to be added, the passenger's personal details may be changed or extended, with any type of fare (No Flexibility, Medium Flexibility or Flexibility Plus), at no additional cost

The personal details that can be modified/added are the following:

- Name and surnames
- Type and number of the passenger's identification document.

(You cannot change the passenger's full name and ID number at the same time)

- Date of birth (as long as the passenger's assigned category is maintained: infant, child or adult)
- Identity document expiry date
- Gender
- Nationality

#### \*Change of vehicle details

The following vehicle details can be changed: make, model and number plate. This can be done at no additional cost, as long as the same category is maintained.

In the event that the passenger wishes to change category (for example, from car to motorbike), they should contact the Customer Service (Call Centre) by phone on 96 091 33 16 or via email: [callcenter@trasmed.com](mailto:callcenter@trasmed.com) As well as at the ticket offices of the maritime stations where **TRASMED** operates.


#### Ticket cancellation

Cancellation is only permitted for tickets purchased with the Flexibility Plus fare, subject to the following conditions:

- If the cancellation or postponement is made **3 or more days before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges.
- If the cancellation or postponement is made **up to 2 days before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges and will apply a penalty of 10% of the total amount of the ticket.
- If the cancellation or postponement takes place **1 day before the trip**, **TRASMED** will refund the passenger the full amount of the ticket, except for the issuance charges and will apply a penalty of 20% of the total amount of the ticket.
- If the cancellation or postponement is made on **the same day of the trip**, there will be a penalty for the total amount of the ticket.

You can request the cancellation or postponement of your ticket by contacting the Customer Service (Call Centre) by phone on 96 091 33 16 or via email: [callcenter@trasmed.com](mailto:callcenter@trasmed.com)

The Buyer is also informed that if the ticket they wish to cancel has an additional service purchased, the amount



of said service will be paid in full by TRASMED, without any penalty in this regard. Only the penalty corresponding to the amount of the ticket will be applied.

No changes or cancellations will be allowed after check-in and boarding passes have been issued.

#### **Additional services not used on board**

Any additional services purchased that have not been used or consumed on board will not be reimbursed by TRASMED.

This trip generates +x Knots which will be shared equally among the adult passengers in the "My Trasméd Club".

We remind you that for every €10 you spend; we give you 1 Knot for your next trip. Each Knot is equivalent to 1 euro. Knots cannot be earned for additional services purchased with the ticket, such as menus.

#### **CLAIMS AND COMPLAINTS**

The Buyer may send to **TRASMED** his/her complaints or claims or any other kind of comment that he/she wishes to make through the contact details provided at the beginning of these Terms and Conditions (General contact information).

In accordance with EU REGULATION No. 1177/2010 OF EUROPEAN PARLIAMENT AND COUNCIL of 24 November 2010 on the rights of passengers travelling by sea and navigable waterways, and as stated by Article 24: If a passenger covered by this Regulation wishes to make a claim against the transport company or terminal operator, they shall submit it within a period of two months from the date on which a given service was provided, or should have been provided. Within a period of one month following the receipt of the claim, the transport company or terminal operator will notify the passenger that their claim has been dealt with or rejected, or that it is still being examined. The final response period may not exceed two months from the date of the receipt of the claim.

**TRASMED** will respond to the complaints received as soon as possible and, in any case, within one month of receipt of the complaint, the Buyer will be notified that his/her complaint has been dealt with or rejected or is still under consideration. The deadline for a final reply shall not exceed two months from the receipt of a complaint.

In addition, **TRASMED** has complaint forms available to consumers and users, which they can request from **TRASMED** at any time, using the contact details provided at the beginning of these Terms and Conditions (General contact information).

#### **INFORMATION TO THE BUYER ON THE @E-COMMERCE DISPUTE RESOLUTION PLATFORM.**

Furthermore, if a dispute arises from the conclusion of this purchase contract between **TRASMED** and the Buyer, the User as a consumer may request an out-of-court settlement of disputes, in accordance with Article 14.1 of Regulation (EU) 524/2013 of the European Parliament and of the Council, of 21 May 2013, on the settlement of online consumer disputes and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC. You can access this method through the following website: <http://ec.europa.eu/consumers/odr/>



## **VALIDITY**

These “GENERAL CONDITIONS OF SALE” shall remain in force until the termination of the parties’ contract and the extinction of all obligations assumed by each party. These Terms and Conditions may be modified, so it is the customer’s responsibility to consult them periodically and especially when making a Booking, as the Conditions in force at that moment will be the ones applicable.

Date of revision of the conditions: mai 2024