



BELLA DESGAGNÉS

# PROVISIONING EXPLORING

## BOARDING PASSES

### FOR MARITIME SERVICE TO ANTICOSTI ISLAND AND THE LOWER NORTH SHORE

#### CARRIAGE CONDITIONS

The Passenger (including, in all cases, any person accompanying the Passenger) and the Carrier (including Relais Nordik Inc., its owner or charterer of the ship “BELLA DESGAGNÉS” or of any replacement ship (“the Ship”), its officers, employees, agents, and/or subcontractors) specifically agree to the following, regardless of whether or not this boarding pass is signed:

1. The Carrier is covered by all exemptions and limitations of liability under the *Marine Liability Act* S.C. 2001, c. 6 and any subsequent amendments (“the Act”) for any physical or psychological injury or material damage of any type whatsoever, including death and physical injury to the Passenger, as well as damage to or loss of the Passenger’s baggage. These conditions must be interpreted according to the Act except for those that may supplement it.
2. The Carrier’s liability to the Passenger is limited to events that occur on board the Ship or during boarding or disembarkation, and specifically excludes those that occur at a maritime terminal, on a wharf, or in any other port facility.
3. The term “baggage” refers to any luggage, travel bag, or other similar accessories belonging to the Passenger, accepted as such by the purser or any representative of the Carrier, and used exclusively to transport the Passenger’s personal effects. Any other property is transported as cargo under a separate freight contract. Any perishables or vehicles are considered as cargo and transported as such. Perishable items are not permitted in luggage. Passengers may not carry more than twenty (20) kilograms of baggage per person. Baggage that Passengers wish to carry on board must be small enough to easily fit in the baggage storage areas aboard the Ship in order to avoid blocking traffic areas, other seat(s) and service areas reserved for passengers.
4. For comfort and security reasons, and out of consideration for other passengers, carry-on baggage must remain in Passenger’s possession, be stowed in the paid luggage lockers or under the Passenger’s own seat. Passenger’s baggage cannot be placed on one or more seat(s), in traffic areas, in the aisles or in the areas reserved for passengers. They should never be a nuisance to passengers, employees, quality of service or represent a danger whatsoever to security.



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A passenger monopolizing a seat to carry baggage will be billed the fare cost accordingly. Any baggage left unattended will be confiscated by the Carrier's staff.

Crew members will refuse for carriage any baggage that is not in accordance with these norms, presents a risk or that cannot be handled or stowed safely on the Ship.

The Carrier accepts that the baggage may contain articles (such as milk or juice bottles, diapers or baby quilts) considered essential for the comfort of very young children travelling with a parent or a guardian.

The Carrier may deny access to the Ship to any Passenger not abiding by these rules.

5. In case of loss of or damage to any baggage, the Carrier will incur liability only after deducting 135 units of account per Passenger (approximately CDN\$205 – approximate value in February 2013) as calculated according to the Act.
6. The Carrier will bear no liability for damage to cash, securities, gold, silverware, jewellery, gems, artwork, or other property of value, except if such property is deposited with the Carrier, and the Carrier has agreed to hold them for safekeeping.
7. For security and regulation reasons, including the International Ship and Port Facility Security Code (ISPS), all Passengers must present themselves at the Carrier's agency at least one (1) hour before the expected time of departure of the beginning of their trip, in order to proceed with pre-boarding procedures including their registration, luggage control and the obtention of their access card for the Ship. The Carrier reserves the right to deny access to the Ship to any Passenger not abiding by these rules.
8. For security and regulation reasons, each Passenger will receive an access card upon registration. This card entitles the Passenger to boarding and re-boarding the Ship and access, if need be, to the Passenger's cabin and/or to facilities aboard. A two dollar (\$2) deposit is required by the Carrier upon issue of this card. This deposit is reimbursed to the Passenger upon surrendering of the access card at the end of the Passenger's trip.
9. For security and regulation reasons and to enable the Carrier to always have an accurate listing of the Passengers on board, per Transport Canada's requirements, each Passenger must provide identification while boarding and the name shown on the identification document must correspond to the one appearing on the boarding card.
10. The Carrier may at any time, and without prior notice, cancel or change the Ship schedule, destination, or itinerary and will not incur any liability for any damage to the Passenger, including purely monetary loss due to such cancellation or changes,



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regardless of whether or not they are caused by the Carrier's negligence or that of its employees, agents, and/or subcontractors.

11. The Passenger is liable for any loss or damage he or she may directly or indirectly cause to the Ship or to any of the Carrier's property.
12. Smoking is strictly forbidden on the Ship, including the cabins. Any Passenger violating this rule will be expelled at the next port and will be subject of a complaint to the competent authorities and will be fined. Smoking is however allowed in the designated exterior locations.
13. The Passenger is liable for any fine or penalty levied against the Ship or the Carrier as well as for any damages resulting from any offence or infringement he or she may have committed under any law or regulation.
14. Any theft, fraud, refusal to obey orders, damage to the Carrier's property, dangerous behavior, entry into off-limits or restricted areas, illegal consumption of alcoholic beverages, infringement of the regulations governing the carriage of passengers, or physical or mental incapacity of the Passenger constituting a danger to him or herself or to any other passenger aboard the Ship will result in automatic termination of the contract of carriage and the application of any corrective measures the Captain or an Officer acting under his or her orders deems necessary, including the disembarkation of the Passenger at an intermediate port.
15. The Passenger warrants, at the time of embarkation, that he or she is physically able to travel. All Passengers must advise the Carrier in writing, at the time of the reservation, of any information concerning their health or any physical incapacity that could affect their capacity to travel and their mobility on the Ship. The Carrier may, at its sole discretion, refuse to embark any person it would consider unable to complete the voyage.
16. The Captain may assign a new cabin to a Passenger at any time.
17. The Passenger must inquire with the Carrier about the conditions governing the cancellation of reservations.
18. The Passenger must advise the Carrier in writing before or at the time of disembarkation of any obvious damage to his or her baggage. In the case of lost baggage or damage to baggage that is not immediately apparent, the Passenger must advise the Carrier in writing within fifteen (15) days of disembarkation, failing which the Passenger is presumed to have received his or her baggage in good condition.



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19. “Resident” of Anticosti Island and Lower North Shore refers to a natural person whose permanent residence is in one of the First Nations communities or other localities on the Lower North Shore (from Kegaska to Blanc-Sablon) or on Anticosti Island. For the purposes of this definition, any full-time students enrolled in a school outside Anticosti Island or the Lower North Shore shall be considered as a Resident provided at least one of the student’s parents or legal guardians is considered a Resident.

For the purposes of this document, “residence” refers to the place where the person in question has his or her main legal and official domicile.

20. The conditions and tariffs for the carriage of Residents are subject to the contract binding Ministère des Transports du Québec and the Carrier.
21. “Non-Resident” refers to anyone who does not meet the definition of Resident in paragraph 19.
22. The conditions and tariffs for the carriage of Non-Residents are determined by the Carrier.
23. The Parties agree that the Federal Court of Canada is the only competent court to decide on litigation relating to this contract of carriage.