



SAS SUDILES

Gare maritime des îles – 1, avenue James Cook
BP 1090 – 98845 Nouméa – Nouvelle-Calédonie
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GENERAL SALES AND TRANSPORT TERMS AND CONDITIONS 2017 BETICO2

**AVAILABLE AND UPDATED ON WWW.BETICO.NC AND IN ALL AGENCIES
(UNDER RESERVE OF MODIFICATION)**

The company SUDILES SAS – BP 1094, 98845 NOUMEA CEDEX hereinafter named 'the Company'.

REGULATIONS

The transport contract is governed by the texts in force in New Caledonia and by the general terms and conditions that the client accepts. The company reserves the right to amend, or in a more general manner, update the general terms and conditions at any moment and without giving any notice.

INSURANCE

Goods and luggage are insured against all ordinary transport risks. Clients who wish to insure their property against specific risks (oxidation, fragility, theft, etc.) or for values higher than the liability threshold are requested to subscribe a supplementary insurance policy.

1. PASSENGER TRANSPORT

In buying a ticket issued by the Company, bought either on line on the website www.betico.nc or in one of our authorised agencies, the client accepts all the following terms and conditions of transport.

PRICE OF TRANSPORT AND TERMS OF TICKET VALIDITY

Regardless of when the transport ticket was issued, it is explicitly agreed that the price of transport will be calculated according to the prices in force on the day of use of the ticket. The prices are inclusive of taxes, including VAT. The prices are noted in Pacific Francs (XPF).

The transport ticket is nominative and cannot be used by a third person or transferred.

CONTACT DETAILS AND CLIENT INFORMATION

When buying a ticket, the passenger must provide contact details, preferably a local valid mobile telephone number. The passenger must be contactable by the Company for any communication relating to the trip. For passengers not having a local mobile telephone number, they should provide at the time of purchase at a sales point or on the internet, an email address which they use regularly before the trip. If possible, they should also indicate the name of the establishment, hotel or guesthouse when they are staying locally. The Company is not liable if the passenger does not receive an email or telephone call, especially if the number or email address is incorrect or unavailable.



The passenger must check that the information on the ticket (dates, names, etc...) is correct and signal any errors or anomalies at the moment of purchase. Any errors concerning the surname, the given names, the email address or the telephone number are the sole responsibility of the passenger.

PASSENGER REQUIREMENTS

The passengers will present themselves at the boarding point **ONE HOUR BEFORE THE DEPARTURE TIME OF THE VESSEL** with their ticket and a valid proof of identity.

The end of passenger check-in is **twenty minutes before the departure of the vessel, whether it is from Nouméa or the islands**. After this time, until the unberthing of the vessel, no passenger shall board. In case of a passenger arriving late, the latter has the SOLE option of requesting a transfer to a later date, which shall incur ticket modification fees. There will be no reimbursement, nor coverage of expenses (airplane ticket/lodging, etc.).

PROOF OF IDENTITY

The proof of identity accepted for all ticket reservations, at check-in at the port or in an agency and for boarding on the vessel are the following: a national identity card, French or foreign; a French or foreign passport; a French or foreign driving licence; a temporary residence card, a residence card, a residence certificate for Algerian nationals; an EU or EEC residence card; a receipt of the deposition of a request for an identity document, in the case that the request for a document is underway; a declaration of loss from the Gendarmerie, if the identity document has been lost; a family record for children of less than 13 years of age, under reserve that one of the parents can prove their identity with one of the aforementioned proofs of identity; a birth certificate for children of less than 13 years of age ; a continuity card for the year in progress. These proofs of identity must be valid on the date of travel.

For the purchase of tickets, one of the aforementioned documents must be presented (photocopies are accepted).

On the day of departure, at check-in and boarding, the original of one of the aforementioned documents is required for the passenger identity check.

PASSENGER RESPONSIBILITY

On board, the passengers commit to respect the regulations drawn up by the Company and to follow the instructions given to them by crew members.

The passengers have access only to those places open to the class indicated on their tickets, unless given authorisation by the 2nd Captain. Checks may be carried out at any moment by the crew. Any contravention will be liable to a fine equal to the cost of the highest class, without prejudice to any subsequent legal action.

PERSONS REQUIRING PARTICULAR ASSISTANCE

Physically disabled or sick persons have to declare their condition during the reservation. The crew will take care of all persons requiring assistance from boarding on the vessel to disembarkation.

Physically disabled persons are persons using wheelchairs or whose faculties (see the following list) are affected: physical, visual, auditive, cognitive, mental or psychic.

Short people who measure equal to less than 1m40;

Pregnant women of over 5 months;

Elderly people: all persons over 75 years of age;

People who have difficulty walking: all people who cannot walk without assistance, walk up the gangplank steps or walk over long distances;



People accompanying infants of less than 4 years of age;

Pregnant women can travel by sea up to 7 months of pregnancy. We advise pregnant women and sick people requiring special treatment to consult a doctor before travelling.

OVERBOOKING

This concerns a 'last minute' waiting list on the day of departure when there are no places commercially available. Ten people may put their names on the list and for this they must present themselves on the day of departure from 05h30 in Nouméa, upon the presentation of their proof of identity. They are required to justify the **amount to be paid according to the overbooking rate they are likely to pay once on board. The payment means accepted are: credit or debit card, cheque or cash.** No special rates, payment requisitions or other apply to the rate.

At the end of check-in and boarding of the departing passengers and under reserve of seating availability, the Chief Officer will indicate the number of people who can board.

Boarding will be carried out in order of priority in accordance with the list previously constituted. It is possible that not everyone will be able to board if there are not enough seats available.

The payment of the ticket takes place on board the vessel with a member of the crew.

The applicable overbooking rates are available at the ticket office or on request on board the vessel, and will be indicated when you sign onto the list.

UPGRADE

Under reserve of availability in the class of seat requested, passengers holding a ticket may, on the day of departure, request an upgrade requiring a supplementary fee to be paid to a member of the crew. The upgrade is a change from one class to a superior class. The applicable rates for upgrades are available at the ticket office or on request on board the vessel and are calculated according to the public rate (excluding all special offers, territorial continuity, transport allowance or transport covered by welfare institutions).

Children and babies must travel in the same class as their parents or accompanying adults. As such, the latter implicitly accept to pay for their upgrade.

ON BOARD SECURITY

The Captain has absolute authority to take any decisions he considers necessary for the security and safety of the vessel. These decisions may include, the refusal to allow some passengers to board or to accept their luggage or to load certain goods.

This includes any person whose attitude or behaviour fails to show sufficient respect for the safety of fellow passengers or the vessel, or could be a potential danger to public order. Inebriated persons are not permitted to board the vessel, and the consumption of drugs and alcohol is not permitted on board.

BANNED PASSENGERS

The SAS SUDILES reserves the right to forbid access to the Vessel, over a defined period, to all persons exhibiting inappropriate behaviour, either towards the personnel and/or passengers/clients, having caused damage to Company goods (damage to the Port of the Islands/to any of the Betico agencies and/or on board the Vessel) and/or having presented a bouncing cheque.

The sale of tickets to these persons is automatically blocked in the reservation software.



SUPERVISED CHILDREN

The Company does not accept unaccompanied or unsupervised infants (-4 years of age): their tickets must be sold with an accompanying adult. The tickets must be filed in the same reservation file.

For on board safety reasons, the Company does not accept unaccompanied children (from 4 years of age – 13 years of age). However, it is possible for them to travel on board on the condition of being under the supervision of an adult not suffering from reduced mobility, a maximum of 10 children per supervisor.

All accompanying adults implicitly accept to complete and sign a form presented by a sales agent during the reservation process, certifying that the information provided on the form is correct.

Be aware that in the case of a false statement, the client risks being banned from boarding.

LUGGAGE

Each passenger, adult and child, has the right to one piece of hand luggage and one piece of hold luggage. All pieces of luggage must bear the name and surname, address and telephone number of the owner.

HAND LUGGAGE

These are the bags, suitcases, boxes, and small iceboxes whose dimensions do not exceed: 30cmx40cmx50cm, with a maximum weight of 6kg. Passengers are solely and entirely responsible for their luggage.

HOLD LUGGAGE

These are the bags and suitcases whose dimensions do not exceed: 80cmx50cmx40cm, with a maximum weight of 15kg for adults (13 years and over), and 10kg for children (between 4 years of age and 13 years of age). Adults only will be permitted a luggage supplement of 10kg, which can be purchased at the rate in force on the day of check-in. They are handed over to the personnel during check-in. A supplementary piece of luggage of 6kg is permitted for infants.

Passengers are requested not to leave money or valuable objects in their luggage. The Company refuses all responsibility in case of loss or theft. Unclaimed luggage on arrival will remain at the port, at the expense and risk of their owners.

Once checked-in, the hold luggage will not be accessible to passengers until it is unloaded at the destination port. Access to the garage is forbidden to passengers.

GOODS CONSIDERED AS CARGO

These goods must be delivered to the cargo department on the eve of departure of the Vessel, no goods (cargo) are accepted on the day of departure.

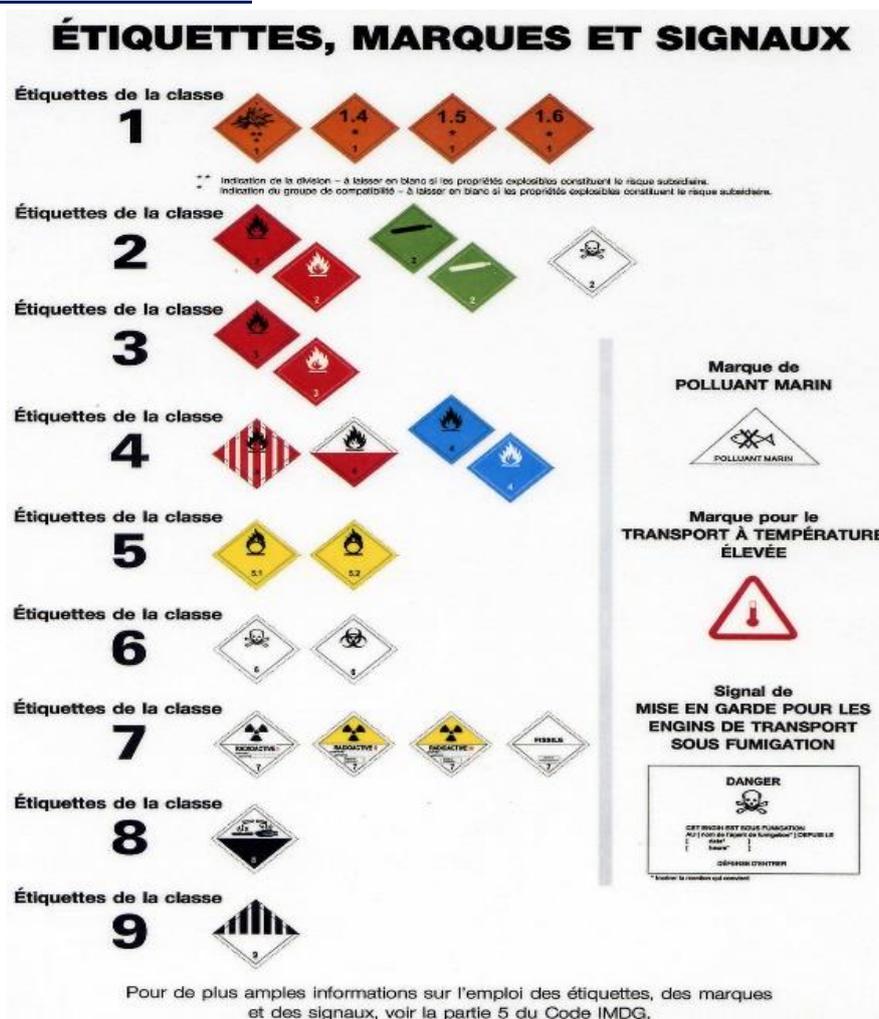
The following are considered as cargo:

- ice boxes, crates, caskets, boxes whose dimensions are larger than: 60cmx40cmx40cm and/or 25kg in weight;
- perishable items (Icnames, Meat, Rice, etc.), not transported in an icebox;
- vegetation (plants, flowers, etc.);
- all vehicles (including bicycles and motorbikes).

PROHIBITIONS

It is forbidden to transport any material, product or object that is flammable, explosive, toxic, dangerous (matches, powder, cartridges, firecrackers, etc...) or forbidden for any reason, whether transported as cargo or in the personal hold or hand luggage.

LABELLING OF DANGEROUS MATERIALS



AUTHORISED DANGEROUS MATERIALS TRANSPORTED WITH REFERENCE TO THE IMDG CODE

- The transport of category A, B, C, and D arms on board the Vessel must be declared to the Company. The weapons and ammunition are handed over to the Company before boarding. During the trip, the weapons and ammunition are stocked in a secured area on board the Vessel. These weapons and ammunition are handed back to the owner during disembarkation. A maximum of 200 cartridges of classification UN0012 and UN0014 of class 1.4s are permitted per passenger on board. These cartridges are stocked in their original boxes. These cartridges must not include explosive or incendiary projectiles.
- The transport of oxygen tanks for medical use is authorised when accompanied by a medical prescription.
- Passengers are authorised to transport gas cartridges up to a limit of 2 cartridges of 450gr.
- A passenger is authorised to transport hygienic products in their luggage. The total quantity of these flammable products must not exceed 2kg or 2L (e.g., 4 aerosol cans of 500ml each). The articles include products such as hair products, perfumes and nail varnish, etc.



In case of doubt over the status of a product and its authorisation for transport on board, the passenger must verify for himself and inform a Company agent during check-in.

Luggage and security checks are carried out by agents certified by the Company with the implicit consent of the passenger. In case of opposition, the Company can refuse to transport the passenger.

Any contravention of these regulations will result in a fee double the freight rate in force. In case of a false statement on the nature of the products or the presence of dangerous materials in luggage or cargo goods, the client will be liable to judicial proceedings. The goods will be immediately confiscated and examined by the competent authorities.

COMPANY RESPONSIBILITIES

The Captain and the Company are not responsible for rerouting, notably in the case of coming to the aid of another vessel, nor for modifications to the schedule, nor for interruptions to services or for delays in departures or arrivals of the vessel, nor for cancellations that result from external events over which they have no control, such as unfavourable meteorological conditions, for modifications to special trips planned for the islands, for cases of quarantine, war, or full or partial strikes by Company staff or third parties. The expenses, risks and any other consequences due to these events remain at the charge of the passenger, but the tickets will be modifiable or refundable (except for special rates).

As an exception to the above measures, in the case of a cancellation of a trip as a result of technical problems on the vessel, all passengers must contact the Company's sales department to request either a refund of the cost of the ticket or transport to the final destination, that is to say, the planned arrival port, as rapidly as possible, and when and if this is possible, the Company will inform the passenger of the procedure to follow.

The Company will cover the transport expenses, meals (but not drinks) and lodging, for a maximum of 3 nights and in an establishment accepted by the Company.

If a passenger covers expenses without the prior agreement of the Company and/or in an establishment not accepted by the Company, the latter is not bound to refund all the expenses.

DAMAGES

Passengers are responsible for any damage caused (by themselves or any person for whom they are responsible) on the vessel, its machinery or furnishings, to other passengers or third parties, as well as any penalty, infraction or other punishment that they may be liable for and indicated by any authority, especially administrative or legal bodies.

Damage to luggage (loss, damage):

All claims will be treated if the damage is declared during disembarkation jointly with the Company. The 'Luggage Claims' form will be presented by the Company, at the vessel's arrival, at the latest, together with the appropriate supporting invoices. The Company will refund the personal effects lost or damaged, at a rate according to the age of the objects.

Physical damage:

For all physical damage suffered by a passenger, that passenger must present himself, at the latest, at the arrival of the vessel that same day and address the Company by registered post with acknowledgement receipt, at the latest 48 hours after the date of disembarkation. If this condition is not met, the passenger will be assumed to have disembarked with no physical damage.

ANIMALS



Animals are strictly prohibited on board the vessel. Under the reserve of prior agreement of cargo department managers, domestic animals (cats and dogs) may be allowed in the hold if transported in a cage, with their vaccination records, without any guarantee to cover loss, illness or death. Animals travel under the responsibility of their owners without any insurance.

2. SALES CONDITIONS

COUNTRY CONTINUITY TICKETS

The affected passengers must present the Continuity card issued by Air Calédonie for the reservation. The conditions imposed by the Government are as follows: only available for return tickets, leaving from the Loyalty Islands or the Isle of Pines, according to the home island of the card holder, in economy class on condition of availability.

Two months is the maximum time permitted between the departure ticket from the islands to Nouméa and the return ticket from Nouméa to the islands. No refund, nor cancellation or change of name is possible in case of cancellation of trip or upon the passenger's request. It is only possible to change the date of the ticket if there are no places remaining in economy class.

TRANSPORT SUPPORT TICKETS

The affected passengers must present their proof of identity and their Medical Aid Card (A or B from the Province of the Loyalty Islands). The sales conditions to respect are the same as those of the Country Continuity tickets, as explained above. The Medical Aid Card must be valid at the moment of travel.

MODIFICATION /CANCELLATION OF TICKETS BY PASSENGERS

In case of MODIFICATION (date, name, destination) or CANCELLATION a fee of 1000 XPF per trip and per ticket will be levied, only for adults and children over 4 years of age. Passengers can change the travelling date for tickets not used on the scheduled departure date to a later date within 7 working days, with a modification fee. Tickets will not be refunded nor can tickets be transferred on or after the departure date. Special offers including those in magazines, guidebooks and other printed materials are non-refundable, but can be modified for a fee.

For any modification or cancellation of ticket request without a fee, for any reason (health, mourning, etc.), proof must be provided (medical certificate, death certificate, etc.) and must be presented to the sales agent in order to complete the procedure. Only the affected passenger and his/her partner and children may request the modification or cancellation of tickets without fees. Fees will not be refunded if the proof is presented after the request has been carried out.

REFUNDS

Following the cancellation of a trip, the modification or refund or a ticket must be claimed from the Maritime Company **within 15 days** (from the scheduled date of the trip.)

GROUP RESERVATIONS

A group is considered to be over 30 passengers (10% reduction) and over 50 passengers (15% reduction). The reductions are only applicable to the adult and child rates in force. We offer payment facilities. It is possible to modify or cancel up to a maximum of 20% of the total number of passengers before departure.

A deposit of 50% will be required when the reservation is made and the balance will be paid 15 days before the departure.

ON LINE RESERVATION



Any errors entered on line regarding the trip, the date of the trip, the class and passenger information, namely, the category, the surname, the given name, the email address or the telephone number are the sole responsibility of the passenger.

Any imprecision in this information may lead to a refusal to board the passenger or the imposition of a supplementary fee.

An invoice, as well as the tickets, is automatically sent by email after the transaction. The passenger is advised to review them in order to ensure that all the information is correct. If there are any errors, the passenger should contact the Company within 24 hours of making the reservation.

The passenger should take care to enter his/her full contact details, which will allow the carrier to contact him/her in New Caledonia in case of an emergency.

3. FINAL MEASURES

These general measures also apply to any replacement vessel that may be chartered by the Company from another carrier. All limitations, exclusions and stipulations concerning the Company's liability also apply, where appropriate, to its staff and other representatives on the vessel, as well as to the owners, staff and other representatives of any replacement vessel.

The illegality or invalidity of any clause, paragraph or stipulation of these general conditions will not affect nor invalidate any of the other conditions herein. Any dispute relating to the application of these general conditions will fall under the jurisdiction of the courts of Nouméa.

4. COMPANY CONTACT DETAILS

If you require any further information, please find below the contact details of the different departments:

- RECOVERY / REFUND DEPARTMENT: recouvrement@betico.nc
- SALES DEPARTMENT: 26 65 36 - vente@betico.nc
- TICKETING DEPARTMENT:
- NOUMEA: 26 01 00 / LIFOU: 45 06 66 / MARE: 45 05 85 / ISLE OF PINES: 44 22 42
- CARGO DEPARTMENT: 26 65 38 – fret@betico.nc
- REQUEST FOR GROUP RESERVATION (more than 30 passengers) : groupe@betico.nc