

General Conditions of Carriage for Ferry Crossings

The carriage of passengers, baggage, and vehicles is subject to the following terms and conditions of passenger carriage of Color Line. For freight transport the provisions of the shipping company for bills of lading apply.

The carriage agreement becomes legally binding once it is confirmed by Color Line (CL). You will receive your booking confirmation by e-mail or mail, or through your travel agency.

The company responsible for carrying out the ferry crossing is Color Line AS, Oslo. Color Line GmbH, Kiel, acts on behalf of Color Line AS, Oslo, and issues invoices in its own name and on account of Color Line AS, Oslo.

For groups, the "Group Tour Booking Conditions and General Information" also apply as supplemental terms and conditions.

1. Registration and booking confirmation

1.1 In order to make a booking the following information needs to be provided for each passenger: full name, gender, nationality and age. For vehicle bookings, vehicle registration number, length, and height, including any roof racks, must be provided. For trailers, the total length including drawbar must be provided. Only vehicles accompanied by drivers will be transported. All baggage must consist of personal goods. Furniture, exhibition material, etc. need to be manifested. The transport of such goods needs to be registered with Color Line Cargo. For the route Kiel–Oslo–Kiel, a cabin must be booked.

1.2 The carriage agreement becomes legally binding once it is confirmed by Color Line (CL). You will receive a confirmation of your booking by telephone, e-mail or mail, or through your travel agency.

2. Payment

The travel price (fare) is due in full upon conclusion of the agreement.

Bookings made are binding on the customer. A carriage obligation on the part of the Color Line exists only after receipt of the full fare by the shipping company or the travel agency/agent respectively.

2.1 When purchasing a trip with Color Line in Germany, Denmark, Norway, etc., the price in the timetable for the corresponding country shall apply.

2.2 If the fare is not paid on time, CL may terminate the agreement after due notice and setting a deadline, and charge cancellation fees.

3. Cancellation by the Traveller

3.1 The traveller may cancel the trip at any time prior to departure. In the interest of the traveller (preservation of evidence) and to avoid confusion, the cancellation should be declared in writing. The declaration is effective on the date on which it is received by CL.

3.2 Cancellation by the traveller by not showing up to travel If a traveller, for reasons not

attributable to CL, does not show up to travel (no-show), this is treated in the same manner as a cancellation.

3.3 In the event of cancellation by the traveller or no-show for reasons not attributable to Color Line or force majeure, Color Line may demand reasonable compensation.

The following terms and conditions apply:

3.3.1 Economy Rate

The fare is non-refundable.

3.3.2 Flex Rate

No fees are due for cancellations made up to 24 hours before departure. The fare will be refunded in full.

The full fare will be charged as fees for cancellations made less than 24 hours before departure.

3.4 Cancellation fees also apply if a traveller does not arrive at the respective place of departure noted in the travel documents on time.

3.5 The traveller is free to prove that no or significantly lower costs than those indicated by CL were incurred in connection with the cancellation or no-show.

3.6 We recommend that all guests take out travel insurance.

4. Rebooking

4.1 Rebookings are changes made to the travel date, the destination, the place of departure, or the carriage. At the request of the traveller, rebookings will be carried out as far as is feasible. In the interest of the traveller (preservation of evidence) and to avoid misunderstandings, rebooking and change requests should, in any case, be made in writing. The resulting flat fees are due immediately.

4.2 In the event of rebookings by the traveller, Color Line charges adequate compensation. The following terms and conditions apply:

4.2.1 Economy Rate

In addition to a possibly higher fare, 25% of the original fare is due as a fee. This is to be paid immediately.

4.2.2 Flex Rate

Rebookings are possible at any time without a fee. The difference to a possibly higher fare is to be paid immediately.

5. Substitute travellers

5.1 Up to the time of departure, the traveller may, for a fee of EUR 25, request that a third party enters into the traveller's rights and obligations under the travel agreement. In order to do so, CL needs to be notified accordingly. CL may object to the change of the person, if the substitute does not fulfil the special requirements for travel or if substitution would be a breach of statutory requirements or governmental orders.

5.2 If a substitute takes the place of the registered traveller, CL is authorised to charge the

additional costs incurred in connection with the substitute's participation in the trip. The originally registered traveller and the substitute are jointly and severally liable for the fare and for the additional costs incurred in connection with the substitute.

5.3 In the interest of the traveller (preservation of evidence) and to avoid any misunderstandings, change requests should, in any case, be made in writing.

6. Termination and changes made by Color Line

The shipping company reserves the right to cancel departures. In this case, the fare will be refunded in full. The shipping company shall not be liable for any changes in departure dates and times, itineraries, or similar things, nor does it assume liability for any losses and costs incurred thereby on the part of the customer.

7. Children/Adolescents

The carriage of unaccompanied children and adolescents under 18 years is excluded. They may travel only when accompanied by a parent or guardian.

8. Embarkation

KIEL - OSLO: Guests with and without vehicles should arrive no later than 120 minutes before departure. DENMARK - NORWAY: Guests with and without a vehicle should arrive at least 60 minutes before departure.

8.1 Each individual driver is responsible for ensuring that his/her vehicle is parked in the allotted space and secured with the handbrake in the lowest gear and properly locked.

8.2 Color Line has the right to refuse passengers entry to the vessel or to place them on land during the trip if, in the opinion of the captain, the passenger is unsuitable for the voyage or poses a danger to that person's own safety or to the other persons on board.

8.3 The departure and arrival times specified in the timetable can change due to weather-related or technical reasons. Thus, no liability is assumed in this respect.

9. Travel documents

All travellers must hold a valid identity card or passport, which must be produced upon request. The traveller is responsible for compliance with any passport, visa, customs, foreign currency and health regulations. Passengers are liable for any costs that arise because their entry was denied. All vehicles must have a nationality code. Travellers travelling by car will need a green insurance card and vehicle registration papers. The person using the vehicle is encouraged to contact his/her insurance company prior to departure to obtain information on the most recent regulations for the vehicle when travelling abroad. The travel document/confirmation must be presented at check in. If the trip is booked with gift certificates or vouchers with a promotion code, the gift certificate or voucher must be presented at check-in.

10. Luggage and cargo

Per passenger, up to 50 kg of baggage or 0.5 m³, in addition to luggage kept in the vehicle, may be brought. Furniture, boxes, oversize suitcases, etc. are treated as cargo. For this, the corresponding freight rate is to be paid.

10.1 Color Line assumes no liability for money, securities, and other valuables, including

gold, silver, precious stones, jewellery, art work, etc., unless they were received by Color Line for safekeeping.

11. Transport of live animals

Travellers may only be accompanied by live animals subject to prior special arrangements with CL. Cats and dogs may be transported at their owners' own risk, in the car or in a cage on the car deck. An additional fee of EUR 6.00 will be charged per animal and direction for transport in the car and EUR 12.00 for the cage. Please note that Norway has very strict pet travel rules. More information may be obtained from a Norwegian consulates or the Norwegian Embassy in your country. The animal must not be taken outside of the car deck, for example, to the cabin or in public areas. More information on vaccinations, identification, etc. may be obtained from Norwegian consulates, the Norwegian Embassy in your country or at www.mattilsynet.no.

12. Recreational vehicles (RVs)

It is imperative that the gas supply be shut off during the voyage. The correct state will be inspected at embarkation.

13. Weapons

The carrying/transport of weapons of any kind is prohibited on board. An exemption for, e.g., hunting weapons must be applied for at the shipping company with the booking. Please use our contact form for this purpose: <http://www.colorline.de/service/kontakt>.

14. Security checks

For safety reasons, any searches/inspections of passengers, luggage, and vehicles must be permitted prior to embarkation. If this is refused, the shipping company has the right to refuse carriage without reimbursement of the passage price (fare).

15. Changes in services and prices

Color Line reserves the right to change prices and departures, to demand surcharges due to changes in currency rates and/or fuel prices, and to alter timetables and itineraries. In addition, Color Line also reserves the right to use a different ship for the carriage than the one specified. The shipping company shall not be liable for any delays or other discrepancies. The route Strömstad–Sandefjord is subject to special terms and conditions.

16. Compensation in the event of damage to persons/property

In the event that a person is injured or property damaged, the provisions of the Norwegian Maritime Code and the other Norwegian provisions on damages shall apply. The carrier shall only be liable if he caused the damage negligently or intentionally. Notwithstanding the foregoing, please take particular note of the provisions on the limitation of liability as well as of the provisions on a retainer to be paid by the passenger. Color Line shall not be liable for any events occurring before the passenger has entered the ship or after leaving it. The same applies for hand luggage in the custody of the passenger. Color Line does not assume any liability for live animals transported as luggage. The carrier shall not be liable for any damage or loss caused during the transport aboard ships performed by another carrier. According to the Norwegian laws on damages, the traveller must compensate any damage or loss caused by the traveller him-/herself or by someone for whom the traveller is responsible.

In Norway a general average is governed by the York-Antwerp Rules of 1994, as amended from time to time.

Color Line as carrier assumes no liability for loss of or damage to cash or equivalent, bonds or other valuables such as gold, silver, jewels, art objects, electronic equipment and similar items unless these are specifically received by Color Line for safekeeping. Please note that storing in public lockers is not considered as received by Color Line for safekeeping.

17. Privacy Policy

The personal data you provide to us will be electronically processed and used in accordance with data protection laws, in particular, in accordance with the German Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG), inasmuch as they are required to perform the agreement. In the future, we would also like to inform you in writing about the latest offers, inasmuch as it is not apparent to us that you wish not to. If you do not wish to receive information, please contact the "Data Protection" department below at the address of CL.

18. Carrier

Color Line AS, Color Line Terminalen, Hjortnes, 0250 Oslo, Norway, represented by Color Line GmbH, Norwegenkai, 24143 Kiel, Germany; e-mail: servicecenter@colorline.de; Internet: www.colorline.de.

Registered in the Commercial Register HRB 2 of the Kiel Local Court, Managing Director: Dr Jörg Rudolph

19. Applicable law/Place of jurisdiction

Unless Section 15 does not stipulate otherwise, the carriage agreement is subject to the laws of the Federal Republic of Germany. The same applies to the place jurisdiction, according to which, subject to the provisions of Section 15, the ordinary courts in Kiel, Germany shall have exclusive jurisdiction for all other disputes arising under this carriage agreement, inasmuch as the customer is a merchant (Kaufmann) within the scope of the German Commercial Code (HGB), a public sector fund, or a legal entity under public law
All information is current as of April 2012 and only relates to the validity of the respective catalogue/offer. Subject to change without notice.

20. Passenger Rights

The European Parliament and Council have formally adopted EU Regulation 1177/2010, which gives rights to cruise or ferry passengers when they are travelling by sea to and from EU member states. The Regulation comes into force on 18 December 2012 and includes rules regarding:

non-discriminatory access to transportation and the right to assistance for persons with disabilities or limited mobility
right to assistance, compensation and information in regards to delays and cancellations
right to submit complaints
national complaints body

[Read more about passenger rights \(PDF\)](#)

[See full version of passenger rights](#)