

## Ferries Booking Terms & Conditions for [www.niakas.com](http://www.niakas.com)

All bookings can be made through the niakas.com website, 24 hours, 7 days a week, using all major credit cards.

IMPORTANT: The check in office at the port booths/kiosks are open approx. 2-3 hours before each departure. Central port offices are usually open from 9.00 till 14.00 and from 18.00 till 20.30 Please be there in time to collect your boarding tickets.

Using the services of this site implies acceptance of, without exception, the conditions listed in this website.

NIAKAS TRAVEL AND SHIPPING is licensed in accordance with Greek law and works under the license no. 0829E6000055401 (EOT).

### BOOKING PROCEDURE

a) Searching for itinerary, b) Instant availability\*, c) Ferry operator and route selection, d) Completing passenger's data and person's in charge, e) Completing credit card's details, f) Committing ticket's cost, g) Confirming or rejecting the reservation (unacceptable reservation due to e.g. insufficient availability, no sufficient balance on the credit card account, system error etc.), h) Charging the ticket cost on the credit card account, i) Printing off the electronic pre-paid confirmation and the booking reference number(s) (if confirmed), j) The day of departure collecting the pre-paid tickets from the port office of the respective ferry operator (if booking is confirmed), k) Embarkation (if booking is confirmed).

In case the confirmation does not appear on the computer's screen and the printing off isn't possible, the reservation hasn't been completed (unacceptable reservation due to e.g. insufficient availability, no sufficient balance on the credit card account, system error etc.) and the boarding is not allowed.

\*= The availability is only a snapshot and does not guarantee successful confirmation of the booking/reservation. There are cases that reservation confirmation fails during the final stage of completion for various reasons! In this case Niakas travel refunds immediately the full amount to your credit card's account. Any perhaps delay is due to inter-banking agreements.

### PROCEDURE CHECK-IN & BOARDING

The check-in process is mandatory and applies to all ports of departure. This should be done either at the check-in desk of the shipping company, located in the harbor/pier/booth, or at the appropriate ticket office indicated at the end of the booking process. (Please note that not all shipping companies provide check-in desks at the point of departure and many small harbors will also have no check-in provisions). The boarding passes/tickets are issued during check-in.

Passengers should present themselves at the boarding point at least two (2-3) hours (international routes) or at least one (1) hour (Greek domestic routes) before departure.

After this time, the shipping company reserves the right to cancel the reservation without any fare refund.

Please note that the check-in closes forty-five (45') minutes (international routes) or thirty (30') minutes (Greek domestic routes) before departure.

For the check-in you will need:

- 1) the electronic ticket (reservation) which you should have printed after completing your online niakas.com reservation
- 2) identification documents for each passenger (passports or I.D. cards)
- 3) registration documents for each vehicle

The company reserves the right to refuse boarding to passengers without the above necessary travel documents.

After check-in and if you have a car, drive your vehicle to the parking lot outside the ship and wait to board. Otherwise continue to board following the orders of the ship's or port officers.

In the case of a ban on the entry of a passenger in another country, the return cost is borne solely by the passenger. If a fine is imposed by the Port Authority because of invalid documents of the passenger, then the penalty is payable by the passenger.

Passport holders of all countries should contact the appropriate consulate for details regarding entry into another country.

If a passenger wishes to disembark before the ship leaves port, or in another port than the stated original destination, they are obliged to declare it to the ship's accounting office and take with them all their baggage and vehicle.

#### INFORMATION FOR VEHICLE HOLDERS

During check-in or boarding, the shipping company reserves the right to check/measure the dimensions of vehicles declared during the booking process. In case of discrepancies, passengers will be required to pay the difference.

#### WHAT DO OUR PRICES INCLUDE?

The total cost displayed for ferry fare on our site (niakas.com) is inclusive of ferry ticket cost, fuel surcharges (if applicable), VAT, taxes (government taxes, port taxes), service fees and transaction fees.

NB: The follow online ferry reservations DO NOT INCLUDE PORT TAXES (payable locally by embarkation): Chios-Cesme, Cesme-Chios, Rhodes-Marmaris, Marmaris-Rhodes, Kos-Bodrum, Bodrum-Kos, Rhodes-Fethiye and Fethiye-Rhodes.

Important: Upon check-in to departure ports it may be asked to pay 1,00 (one) Euro per person for service / printing costs of the boarding tickets!

#### PAYMENTS

There is a small possibility that your credit card can be charged and the reservation will not be completed due to insufficient availability! In that case we'll refund you the full amount to your credit card account.

#### BOOKING CANCELLATION

If you need to cancel your booking, please send us an email immediately at [info@niakas.com](mailto:info@niakas.com) in order to get all relevant information, regarding the procedure. (Every company has different cancellation policy)

NOTICE: Oral cancellations are not accepted.

#### WHY DO WE CHARGE SERVICE FEES

niakas.com has no "hidden" charges! From the very beginning of the booking procedure niakas.com shows the final price including all additional charges. Even transaction costs for credit card payments (Visa and Mastercard), which most of the popular bank institutes charge (in many cases it exceeds 2%), appear consolidated. One price at the beginning – the same price in the end. We remind you that for the completion of each booking, customers must always accept our terms and conditions (booking step: Payment).

#### CHANGES TO YOUR BOOKING

In the case that you need to modify or change your booking, please contact us promptly. For any change or modification of all or part of the reservation the agency shall retain the amount of twenty (20) Euro for International routes (per booking) or the amount of ten (10) Euro for Greek domestic routes (per booking), in addition to any other administration fees and expenses and regardless the ticket cost and the ferry operator's cancellation fees.

## CANCELLATION FEES BY NIAKAS.COM (In addition to those charged by the individual shipping company/operator)

-In any case of cancellation or failure to board, the agency shall retain the amount of twenty (20) Euro for International routes (per booking) or the amount of ten (10) Euro for Greek domestic routes (per booking), in addition to any other administration fees and expenses and regardless the ticket cost and the ferry operator's cancellation fees.

-Cancellations and refunds can only be settled via the agency. The port agency may cancel a booking but the refund process can only be done via the agency.

-The agency has the right to keep the full amount of the ticket if the passenger interrupts his voyage at an intermediate port or fails to use part of his/her ticket.

-If there are financial discrepancies as a result of cabin downgrading or vehicle changes, the difference in cost is non-refundable.

-Passengers are required to return the unused original ferry/boarding ticket/s (in case you have received the original paper boarding tickets from the port agent) to niakas.com address: Niakas travel, 3<sup>rd</sup> parodos El. Venizelou 4, 49100 Corfu, Greece. We must be in possession of the original tickets in order to be able to cancel them of any case and refund the appropriate amount. The cancellation procedure starts as soon as we have your ticket at hand.

-Refunds will be given up to 6 months after the date of travel. Applications for a refund must be made in writing.

## CANCELLATION FEES BY THE MOST SHIPPING COMPANIES (not all)

-0% cancellation fee for not complying with the service for reasons of force majeure (eg bad weather).

-Up to 31 days before departure there are no cancellation fees.

-From 30 days to 21 days before departure 25% of the booking value will be charged for cancellation plus niakas.com fees.

-From 20 days to 15 days before departure 50% of the booking value will be charged for cancellation plus niakas.com fees.

-From 14 days to 8 days before departure 75% of the booking value will be charged for cancellation plus niakas.com fees.

-From 7 days before departure to departure 100% of the booking value will be charged for cancellation.

-After departure: No money will be refundable and no changes to tickets will be made.

## EXCEPTIONS:

1. Valid for SeaJets ferry operator: 31 days before the departure: 25,00 Euro cancellation/modification/alteration fees (niakas.com fees).

-30 days before departure or in the event that the passenger does not show up on boarding, this ticket cannot be changed, modified or canceled (part or whole) for any reason whatsoever. This ticket is non-refundable.

2. Valid for Hellenic Seaways and Grimaldi Lines: Upon finalizing the booking, ticket(s) cannot be changed, modified or canceled (part or whole) for any reason whatsoever. The ticket(s) are non-refundable.

3. Early booking tickets: The ticket(s) are non-refundable.

4. The answers above are indicative only. The precise conditions of cancellation fees for your chosen shipping company can be seen at the last stage/step of the on-line booking process, before you enter your payment details.

5. The terms of cancellation of the agency differ from those of the respective shipping company/operator in order to enable the functionality of the on-line booking procedure.

## CANCELLATION PROCEDURE

In case of cancelled sailing, passengers are required to return the unused original ferry ticket (in case you have received the original paper tickets from the port agent) to niakas.com address: Niakas travel, 3<sup>rd</sup> parodos El. Venizelou 4, TK: 49100 Corfu, Greece. We must be in possession of the original tickets in order to be able to cancel them of any case. The cancellation procedure starts as soon as we have your ticket at hand.

Moreover, in case a ticket is cancelled, either after the client's decision or because of a problem in the ticket or because of other reasons, niakas.com is not responsible if the exchange currency has changed and the client is refunded with less or more money.

The Agency (Niakas.com) RESERVES THE RIGHT TO CANCEL \* A RESERVATION IF:

- a) passenger and travel leader information are insufficient or false (unknown or deceptive phone numbers and / or email addresses, incorrect or false names of passengers and travel leader, false or incorrect sizes of vehicles, incorrect or incomplete types / categories of vehicles, etc.)
- b) credit card holder details are incorrect
- c) copies of necessary documents (passport, identity card, proof of credit card ownership, etc.) cannot be provided on time if requested by niakas.com

\*= niakas.com terms for a customer cancellation are applicable in this case, too.

## DISCOUNTED TICKETS FOR GREEK DOMESTIC ROUTES, ONLY

Student rates are only valid for student card holders studying in Greek institutions. Students institutions abroad should select JUNIOR or ADULT passenger type.

## FERRY TICKET LOSS

-Printed paper/original ferry tickets are unique. It is not possible to reprint them!

-The passenger must buy new tickets, state the loss in writing to the company (info@niakas.com) and include all of the lost ticket's details (day and time of travel, itinerary, ticket no.) and a copy of the new tickets and forward us via fax (+30 2661045153) or email us.

-Following an audit conducted by the company and within 1 month from the day of submission of such request, provided that the lost ticket has not been used to travel, the passenger may receive a free ticket the total value of which will amount to that of the lost ticket.

## FINANCIAL TRANSACTIONS

All niakas.com financial transactions and credit card charges are made by the travel agency Niaka Aliko & Sia OE., based in Corfu, Greece (3<sup>rd</sup> par.el.venizelou str.4, 49100, Corfu island), which is also responsible for all travel documents.

## CATEGORY GROUPING

In order to simplify the booking process, the agency has their own system for categorizing and grouping cabins/seats and vehicles. This categorization differs from that of each shipping company. However, the final booking is done by using the categorization as specified by the selected shipping company which is described in step 4 of the booking process. They are also included on the e-ticket print out. By accepting the terms, the user waives any claims against the agency as a result of their categorization system which differs from that of the shipping company.

## OVERLOADING VEHICLES

Items such as roof boxes, bicycle racks and/or goods or any other items loaded on a vehicle and not part of the body, but attached to it, will be charged an additional fee by the shipping company.

## PETS

The transport of pets to or from Europe must comply with the relevant laws of the countries involved. Many shipping companies charge an additional fee for the transportation of pets.

## LIMITATION OF LIABILITY

-In case of cancellation or modification of bookings made by shipping companies/ferry operators, the responsibilities of the Agency is limited to refunding the fare to the customer.

-All times of departure/arrival provided by shipping companies are given in the local time of the relevant country. It is advisable to check departure times with the ferry operator before departing.

-The Agency is not responsible for any costs incurred to the customer following cancellation or modification of routes made by the shipping company/ferry operator for any purpose whatsoever and include but are not limited to, accommodation, air and boat tickets at a higher replacement cost, etc.

-The Agency cannot accept liability for any interruptions or changes or delays to your travel due to adverse weather conditions or tidal conditions or other circumstances.

-The Agency cannot accept liability for changes to the service including the use of alternate ships or the withdrawal of onboard facilities and services.

-The Agency is not liable for any delays or cancellations of flight or ferry/boat schedules that are caused due to strikes of social groups, weather conditions, force majeure or other causes which cannot be avoided or prevented.

-If you do not have valid documentation necessary for your boarding, the resulting potential losses will be borne by the customer.

-If a passenger is refused entry by a destination country then the resulting cost of a return journey will be borne by the passenger. If there is a fine by the local port authority as a result of invalid documentation, this cost will also be borne by the passenger.

-The Agency will not accept financial responsibility for any resulting hotel or transportation cancellations resulting from a delayed ferry, ferry breakdown, social strike or weather issue. The purchase of travel insurance to protect against unexpected cancellations of any type is always recommended. Travel insurance can be purchased from your local insurance agent or from most auto association offices.

-Where the journey is cancelled for reasons of force majeure (e.g. bad weather conditions, social strike, ferry breakdown), the agency assumes no responsibility and the passenger cannot claim any compensation.

## ERRORS AND OMISSIONS

The agency does not guarantee that the information on this Site (including prices, descriptions and/or dates) is free from errors and/or omissions, however, declare that we will do everything possible to correct any errors or omissions once brought to our attention.

## STATUTORY LAW

Your booking and the conditions subject to mandatory detention laws and contracts subject to execution services and draw special attention to the Athens Convention of 1974 which states on maritime transport of passengers and goods, which impose duties of the carrier and set the limits of responsibility.

## JURISDICTION IN LAW

The Booking Conditions and any act or contract followed, governed by Greek law and the disputes which may arise subject to the exclusive jurisdiction of Greek courts.

## INTERPRETATION OF TERMS

If disagreements arise from the interpretation of terms, we explicitly state that the terms of the agency supersede those of the respective shipping company/companies.