

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: ISLAND HI-SPEED FERRY, LLC : DOCKET NO.

NOTICE OF REVISIONS IN RATES,
TERMS AND CONDITIONS OF FILED TARIFF

Now comes Island Hi-Speed Ferry, LLC and gives notice that it has filed a Tariff, to be effective April 30, 2004, making revisions in the Rates, Terms and Conditions of the Amended Tariff it filed on October 13, 1998, which was approved in Docket 2802, effective March 31, 1999, in the form attached hereto as Exhibits "B" and "D" for the following reasons:

1. To clarify IHSF's cancellation and refund policies, as requested by Commissioner Racine in Docket No. 2802;
2. To clarify IHSF's policy regarding transportation of pets;
3. To add new language regarding the time limitations for bringing personal injury and death claims pursuant to the decision of the Rhode Island Supreme Court in Tateosian v. Celebrity Cruise Services, 768 A.2d 1248 (R.I. 2001); and
4. To give notice of new Passenger Rates.

The deleted language in the Terms and Conditions of the Tariff filed on October 13, 1998, is contained in Exhibit "A" and the new language is contained in Exhibit "B". The Rates approved in Docket 2802 are contained in Exhibit "C" and the new Rates are contained in Exhibit "D".

Respectfully submitted,

ISLAND HI-SPEED FERRY, LCC
By its Attorneys,
HAGOPIAN & HAGOPIAN

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CERTIFICATION

I hereby certify that I mailed a true copy of the within Notice by regular mail, postage prepaid, on the 30 day of March, 2004, to the following:

Paul Roberti, Esq.
Assistant Attorney General
150 South Main Street
Providence, Rhode Island 02903

Thomas Ahern, Administrator
Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, RI 02888

EXHIBIT “A”

TERMS AND CONDITIONS

1. TICKETING AND RESERVATIONS.

All Advance Reservations are subject to cancellation if the passenger has not checked in and received a boarding pass at least 15 minutes prior to departure. All Advance Ticketing requires a confirmed Departure date and time and a confirmed Return date and time.

2. CANCELLATION.

Tickets are non-refundable and non transferable.

3. REFUNDS.

If a scheduled trip is cancelled ticketed passengers will have their fare refunded in full if it is a round trip ticket or a one way ticket cancelled prior to departure. All other refunds shall be in the amount of a one way ticket.

4. BAGGAGE.

IHSF is not liable for loss or damage to passenger’s baggage or property.

5. PETS.

IHSF will permit passengers to transport small, domesticated pets at no charge. Any pet approved by IHSF for travel must remain in an approved kennel or on a leash at all times.

EXHIBIT “B”

TERMS AND CONDITIONS

1. **TICKETING AND RESERVATIONS.** All Advance Reservations are subject to cancellation if the passenger has not checked in at the Ticket Office and received a boarding pass at least 15 minutes prior to departure. All Advance Ticketing requires a confirmed Departure date and time and a confirmed Return date and time.

2. **CANCELLATION BY PASSENGER.** Tickets are non-refundable and non transferable.

3. **REFUNDS.** If a scheduled departure is cancelled by IHSF for any reason, all passengers holding a complete and valid boarding pass for a scheduled departure which does not occur, will have a choice of being issued a ticket for the next available departure, or a full refund for the unused boarding pass affected by the cancellation. Such issuance of a new boarding pass or refund shall be the ticket holder’s sole remedy and IHSF is not liable to the ticket holder in the event of any such cancellation for any damages, consequential or otherwise.

4. **BAGGAGE.** IHSF is not liable for loss or damage to passengers’ baggage or property.

5. **PETS.** IHSF will permit passengers to transport small, domesticated pets at no charge. Any pet approved by IHSF for travel must remain in an approved carrier or on a leash at all times. Small domesticated pets in carriers are allowed in the rear of the first deck cabin. All other pets must be kept on the exterior second deck. Pursuant to Rhode Island law, any blind or deaf person using a guide dog, which is clearly identified by a yellow harness, shall be allowed access to passenger cabins with their dog.

6. **PERSONAL INJURY AND DEATH.** IHSF is not liable for any personal injury or death unless it receives written notification of the injury or death within six months of its occurrence from the injured or deceased passenger, or their representative, and unless suit is instituted in the United States District Court for the District of Rhode Island as an admiralty or maritime action, without demand for jury trial, within one year of the occurrence of the injury or death.

EXHIBIT “C”

PASSENGER RATES

1. ROUTE:

Between Galilee and Block Island.
Between Block Island and Galilee.

2. FARES:

a. Individual Tickets

Adult	one-way	\$
Adult	round trip	\$
Child	one-way	\$
Child	round trip	\$

NOTE a. The passenger rates for children will apply to children four (4) years of age up to and including children twelve (12) years of age when accompanied by an adult. For children thirteen (13) years of age and older, the adult passenger fares published apply.

NOTE b. Children under three (3) years of age when accompanied by an adult will be transported free.

EXHIBIT "D"

PASSENGER RATES

1. **ROUTE:**

Between Galilee and Block Island.
Between Block Island and Galilee.

2. **FARES:**

a. Individual Tickets

Adult	one-way	\$15.50
Adult	round trip	\$29.00
Child	one-way	\$ 8.75
Child	round trip	\$13.50

b. Frequent User Cards

Adult	10 trips	\$260.00
Child	10 trips	\$120.00

NOTE a. The passenger rates for children will apply to children four (4) years of age up to and including children twelve (12) years of age when accompanied by an adult. For children thirteen (13) years of age and older, the adult passenger fares published apply. Children under three (3) years of age when accompanied by an adult will be transported free of charge.

NOTE b. Applicable municipal landing fees will apply.