

## GENERAL TRANSPORT CONDITIONS FOR PASSENGERS ON BOARD OF THE FAST FERRIES OF THE COMPANY “USTICA LINES”

### **Art.1**

In the context of this document each of the following terms means as follows:

- (a) “Company” indicates the Company Ustica Lines Spa. with registered office in Trapani, in Via Orlandini 48;
- (b) “Passenger” indicates any person intended to embark on and/or disembark from any of the vessels managed by the Company and/or is on board of any of these vessels, not being the Captain, any of the members of the crew or a person which carries out work or services on board the vessel;
- (c) “Ticket” indicates the ticket released by the Company, proving the conclusion of the transport contract;
- (d) “Conditions” indicates the terms and conditions as described in this document and/or the abstract printed on the back of the ticket, which regulate the terms of transport on board of the Company’s vessels.

### **Art. 2 Undertaking of service**

The Company undertakes the transport of the passenger together with its personal luggage in accordance with the Company’s General Conditions which the passenger declares, at the purchase of the ticket, to have read and accepted.

The Conditions can be consulted on board the company’s vessels, the Company’s ticket offices, the registered Office of the Company and on the company’s website [www.usticalines.it](http://www.usticalines.it). (In case of discordance between the abstract printed on the back of the ticket, the conditions available on board, in the ticket offices, the registered office of the Company and on the website, the conditions as shown on the company’s website are decisive.

### **Art. 3 Price of journey**

The price of the journey, paid by the passenger to the Company for the purchase of the ticket, includes VAT, taxes and (harbour) dues, if payable.

### **Art. 4 Ticket**

In order to travel on the Company’s vessels, the Passenger must hold a regular ticket, released by one of the ticket offices of the Company or by one of the company’s authorised sales points.

The ticket is personal and not transferable and must be kept during the entire duration of the trip and presented to the staff of the Company at every request.

The ticket is valid only for the trip, day and time of departure as indicated on the ticket. Damaged and/or amended tickets are considered null and void. Passengers without a ticket or with a non-conforming ticket (regarding trip, day, time of departure, type of/or applied fare) will not be allowed on board. In case the passenger is already on board, he/she may be reported to the Competent Authorities and will have to pay the full price of the trip undertaken at the applicable fare or, if this is the case, the price difference with any price already paid for the non-conforming ticket.

The ticket has no validity as an invoice. Any passenger interested in obtaining an invoice has to request this at the time of purchase of the ticket, communicating his personal and fiscal data, in accordance with art. 22 of DPR 633/1972 and modifications. On invoices for amounts superior of € 77,47 stamp duty will be added, payable by the passenger.

### **Art. 5 Loss of the ticket**

In case of loss or theft of the ticket, the passenger will have to report this fact to the competent Public Security Authority and promptly advise the Company, handing over a copy of the police report.

In order for the passenger to go on board, the passenger will have to pay to the company the price of a new ticket. The company will then reimburse the passenger the amount of the ticket within 6 months from the date of departure as indicated on the ticket, as long as the lost ticket has not been used by another person.

### **Art. 6 Children**

Passengers below 12 years must be accompanied by an Adult.

Any children's discounts are indicated on the Company's fare schedule, available at the Company's offices and its ticket offices.

### **Art. 7 Reduced rates**

Any passenger that wants to make use of special reduced rates, applicable to residents of the islands, must be in the possession of a document that proves the right to this reduction. The passenger must show this document at the moment of acquisition of the ticket and be ready to show this document to the staff on board and/or to the Company at any request. Any passenger that can not show this document must pay to the Company the price difference between the reduced rate and the full applicable rate.

For any other reduced rates, the Company refers to its fare schedule, available at the Company's offices and its ticket offices.

### **Art. 8 Vouchers**

The authorised sales points of the Company may release vouchers. In this case, the passenger will have to hand over this voucher to the ticket office at the port of departure where it will be replaced with a regular ticket.

The passenger must pay, as the case may be, to the ticket office in the port of departure any price difference between the price mentioned on the voucher and the price on the ticket.

### **Art. 9 Routes and timetable**

The dates and times of departure and/of arrival of the vessels managed by the Company, as well as the routes, may be subject to changes for technical reasons non imputable to the Company, force majeure or right cause. A passenger holding a ticket, released prior to the day of departure, should therefore contact the Company's (ticket-) offices the day before the day of departure in order to ascertain that there are no variations relative to the service indicated in the ticket.

### **Art 10 Cancellation or interruption of the trip by the passenger and refund**

The cancellation of the trip by the passenger must be sent in writing either to the Company or to the authorised sales point that released the ticket (or voucher, see art. 8) or to the ticket office in the port of departure of the vessel.

Refunds can be effectuated only by the authorised sales point that released (or reserved) the ticket or by the ticket office that cashed the price of the ticket, and with the following penalties:

- in case of cancellation up to 2 days prior to the day of departure indicated in the ticket: 10% penalty;
- in case of cancellation on the day prior to the day of departure indicated in the ticket: 25% penalty;

No reservation costs will be refunded by the company and in case of the of the a new ticket, these costs will be charged again.

The penalty is calculated on the net price of the ticket, excluding reservation costs and (harbour) dues, if applicable.

In no other case of cancellation by the passenger any refund is due to the passenger.

However, the right to reimbursement expires after 6 months from the date of departure indicated on the ticket.

In case the passenger decides to break its trip during the journey, no refund is due to the passenger.

In case a passenger can not disembark at the port of destination due to force majeure, the passenger may disembark in the next port of arrival. In case the passenger does not want to disembark in this port, the passenger must pay for a new ticket covering the trip from this said port of arrival to the chosen port of arrival.

#### **Art. 11 Modification of ticket and penalties**

The company will in no case substitute the reserved or acquired ticket with a new ticket for another trip. In case of cancellation by the passenger of the trip, the company refers to its dispositions in clause 10. However, the passenger may request the company to substitute the reserved or acquired ticket with another ticket, relative to the same trip, but modifying the day and/or time of departure of the trip, in accordance with the company's timetable and availability of seats on board.

In this case the original ticket must be handed over to the company and the following penalties will be applied:

- in case of modification up to 1 day before the day indicated in the reservation or the ticket: 10% of the paid price;
- in case of modification on the day of departure indicated in the reservation or the ticket: 25% of the paid price.

The penalty is calculated on the net price of the ticket, excluding reservation costs and (harbour) dues, if applicable.

Original reservation costs will not be refunded by the company and will be charged again at the moment of the substitution of the original ticket.

#### **Art. 12 Force majeure- cancellation- advance of departure- interruption of the trip**

In case the departure of the vessel is impeded by reason of force majeure, the contract is resolved and the company is obliged to repay to the passenger the price of the ticket only.

In case the company is obliged to advance the departure by reason of force majeure, or by interference of the Authorities or for any other reason beyond the reasonable control of the Company, the passenger has the right (if possible) either to use the next departure, or request the refund of the ticket paid, at his discretion.

In case the company should, for reason of force majeure, cancel the departure of the vessel and the passenger does not want to use the right to embark on another vessel of the company for the successive trip, the contract is resolved and the company will repay the paid price. The passenger may also request the resolution of the contract in case the company should have to modify the itinerary of the vessel, causing prejudice to the passenger.

In case the company, with right reasons, should cancel the departure of the vessel or modify the itinerary of the vessel, any claim for compensation, if justified, can not exceed the double of the net price of the ticket.

In case the trip of the vessel is interrupted for reason of force majeure, or for any reason beyond the reasonable control of the company, the passenger shall pay to the company the part of the trip effectuated and therefore the company shall only refund the passenger the price corresponding to that part of the trip not effectuated. However, the company has the right to keep the full price in case the company offers to the passenger, within reasonable time and at the company's costs, to proceed with the trip on another vessel.

### **Art. 13 Embarkation**

Passengers must arrive for embarkation at least 15 minutes before the scheduled departure time, in possession of a regular ticket.

Passengers departing for an international trip must arrive for embarkation at least 60 minutes for departure time in order to complete all immigration formalities (if applicable).

### **Art. 14 Documentation for overseas departure**

Passengers departing for an international trip must be in possession of all documentation required for the entrance in the foreign country. The company can not be held responsible in case the passenger can not disembark in port of destination.

### **Art. 15 Luggage**

In order for the passenger to transport his luggage, the passenger must be in the possession of a ticket, released by a company's ticket office or an authorised sales point.

Every passenger may carry on board free of charge hand luggage non exceeding 10 kg. Children, paying half fare, may carry free half of the allowance, that is to say 5 kg. It is strictly forbidden to take on board inflammable materials, goods of a dangerous nature, contraband, letters subject to stamp duty. The luggage brought on board may only contain the personal goods of the passenger.

In case goods of any other nature are carried on board, the passenger shall pay the Company double of the price of the goods carried and will indemnify the company for any damages.

Luggage must be carried on board in a correct manner and properly packed and the passenger must supervise his luggage during the whole duration of the trip.

Luggage may not be placed on the seats of the vessel and may not cause any disturbance to other passengers and/or the crew.

Any luggage not collected at the moment of disembarkation, will be deposited with the Port Authority at the passengers' cost and risk.

For any items of different size and shape and/or heavier weight, special authorisation must be given by the Master.

With regards to its liability, the company refers to the articles of the Code of Navigation.

### **Art. 16 Household pets**

The company's vessels, due to its "fast transport" features, do not have cages and/or appropriate places for the proper transport of domestic animals. Therefore, we can only allow the transport of small domestic animals (previous reservation), accompanied by the passenger, muzzled and kept in a suitable cage, and in any case, transported in conditions that they can not cause any damages or discomfort to other passengers.

The maintenance, custody and care of the animal during transport are for the complete responsibility and risk of the passenger, which is obliged to comply with all applicable sanitary regulations issued by the Competent Authorities.

The passenger will keep the Company indemnified for any possible responsibility in which the Company might occur as a consequence of the of the non-observance of any of these regulations or applicable Laws.

### **Art. 17 Responsibility and Authority of the Master**

All persons on board are subject to the Authority of the Master of the vessel, to whom has been contributed all disciplinary and security power of navigation, as foreseen by the Law.

The passenger, as from the moment of embarkation to the moment of disembarkation is obliged to strictly follow all rules, directions and instructions in force on board and/or from time to time given by the Master and/or implemented by the company.

Furthermore, the passenger must behave in a diligent and careful way, this being part of his obligation of cooperation, watch over the security and safety of his own person, his pets and the persons that are under his custody as well as over its luggage, especially in case of unfavourable weather conditions.

The company can not be held responsible for any damage caused to his person, his animals and or personal belongings, caused by the inobservance of these rules, directions and instructions in force on board and/or given from time to time by the Master and/or implemented by the company; damage caused by the violation of any prescription given by the Master regarding the safeguarding of human life at sea or the instrumentation on board whose use is clearly forbidden by the passenger or by any act of negligence and/of imprudence of the passenger from the moment of embarkation till the moment of disembarkation and/or caused by his conduct.

The company shall not be liable for any costs or damage to persons, luggage or personal belongings caused by force majeure, perils of the sea, or by any other event reasonably beyond the control of the company.

The company shall not be liable for any damages of whatever type caused by the modification of the journey, landings, quarantine, illness, bad weather, strikes, wars , closure of ports of routes, changing in itinerary or timetable or any other cause beyond the reasonable control of the company. In case of liability of the company, the limits as given by the Law are applicable.

#### **Art. 18 Dispositions and prohibitions**

The embarkation, stay on board of the vessel and the disembarkation of the passengers is disciplined by the Law, the terms, rules and dispositions given by the Master of the vessel and/or implemented by the company, as well as by the following clauses:

- apart from the provision 2° comma, art. 192 of the Code of Navigation, the embarkation of passengers apparently affected by a serious illness or anyhow, considered dangerous for the safety during navigation and /or a threat for the safety or comfort of the other passengers on board, is subject to the Authorisation of the competent Sanitary Authorities.
- For the embarkation of passengers which are in such a clear physical condition that a journey by sea is not advisable, is requested, in the interest of the passenger, a medical Certificate authorising the trip.
- No passengers in an openly state of agitation and/or drunkenness are allowed on board;
- Passengers present in the port of departure of the vessel, waiting to embark, have to attend the start of the operation of embarkation at a distance of at least 30 mts. from the place of embarkation of the vessel, and wait till all passengers on board have disembarked;
- All passengers on board or in the neighbourhood of the vessel and the embarkation area, must pay utmost attention to their children;
- It is forbidden for the passengers to behave in a way that may be cause for disturbance or unease for other passengers;
- It is forbidden to sell merchandise, sing, play an instrument or offer other similar services on board to the passengers;
- It is forbidden to smoke;
- It is forbidden to throw any type of object into the sea;
- Passengers must sit down during navigation;

In any case, for the safety of the passenger itself and for the other persons on board, all passengers should strictly observe all dispositions in matter of safety and security publicized on posters, warnings and/or (audio) communications as well as those stamped on the back of the ticket or communicated directly by the personal on board.

#### **Art 19 Limitations and claims**

The rights under this contract for transport of persons, are time-barred in accordance with the terms of the Code of Navigation.

A passenger, who has observed deficiencies or irregularities in the services offered by the company, can address himself in writing to the company or to the Master of the vessel.

In any case, and in accordance with the limitations given by the law, the passenger who has suffered any accident or harm from the moment of the start of embarkation till the termination of the disembarkation, must communicate this together with its personal details, to the Master of the vessel before the definitive disembarkation.

**Art. 20 Competent Court**

This contract is governed by Italian Law and must be interpreted in accordance with this Law.

Any dispute regarding the interpretation and execution of this contract will be determined by the Courts of Naples or by the competent Court under the Italian Consumer Protection Provisions.

**Art. 21 Modifications and Final dispositions**

The company may in any moment complete and/or modify these terms and conditions. The company refers to the Italian Code of Navigation, Civil Code and other legal provisions for any situation not contemplated in this document.