

# *Tomasos Transport & Tourism S.p.A.*

## **GENERAL CONDITIONS FOR PASSENGERS, TRANSPORTATION OF LUGGAGE**

### **AND VEHICLES**

#### **1 – DEFINITIONS:**

The word “passenger” refers to each person travelling, based on a passenger ticket issued by the carrier and/or authorized agencies. The word “vehicle” refers to any vehicle being transported by the passenger and not for transportation of goods or freight; in the definition of “vehicle” it is also intended any eventual towage and/or camper that is subject to different tariff(s) due to cumbersome size and/or weight. The words “carrier” and/or “Company” refer to Tomasos Transport & Tourism S.p.A. also mentioned as simply TTTLINES. The carrier is committed to transporting the passenger and accompanied vehicles at the following general travelling conditions that are sufficiently advertised at authorized ticket sellers and/or by the “Carrier” and/or on board the ship and/or through website: [www.tttlines.it](http://www.tttlines.it) and that, prior to ticket purchasing and/or booking, the passenger commits to thoroughly examining and observing.

#### **2- REGULATION FOR TRANSPORT AND VALIDITY**

Transportation commitment is governed by artt. 396 e segg. of the Navigation Code. The “Carrier” declines any responsibility for damages caused to passengers due to delay in non-execution of transport in the event of circumstances beyond the carrier’s control, natural causes, bad weather conditions, strikes and any technical damage impeding the carrying out the said transportation. For the liability regime in relation to transportation of passengers, automobiles, and for other non-foreseen vehicles not present in these general conditions, one must refer to the expressed norms in vigour found in the Navigation Code. Until disembarkation, passengers are responsible for their own luggage and contents. Time of travel is indicative and is calculated based on the distance between ports and under favourable sea weather conditions. Passenger tickets are personal, neither assignable, nor transferable and valid only for the transportation indicated. Tickets must be diligently kept and guarded by passengers and must be exhibited to Ship Officers or Company employees upon request. Any passenger without a ticket must immediately inform the Master and/or Purser. Failing to comply, in addition to any additional damages, he/she shall be liable for double the payment for his/her transportation until the port of destination.

#### **3 – PRICE OF PASSAGE**

The price indicated on the ticket is the carrier’s tariff in vigour on the date of ticket issuance. Until ticket issuance, the company is entitled to modify prices in case of increases in fuel costs or port taxes and duties. In such a case, the passenger is entitled to recede the contract when the ticket increase amounts to more than 10%. Ticket price does not include meals that can be eaten at the restaurant and/or self-service which are all extra costs for which the passenger is responsible. Eventual embarkation and disembarkation taxes, where applicable, will be explicitly indicated on the passenger ticket. In order for a resident to benefit from the applicable reduction in price, he/she must submit proper and valid proof of identification at the time of booking/purchase of any ticket.

#### **4 - PRESENCE FOR EMBARKMENT**

Time of embarkation, unless otherwise stated in writing, **is two hours prior to scheduled time of departure for passengers with vehicles; passengers without vehicles must check-in one hour prior to scheduled departure time.** Passengers who are not present for embarkation at the time indicated above or who don’t

embark at the time indicated on their passenger ticket, for whatever reason, will not be guaranteed embarkation and will not be eligible for a refund, not even partially, of the price paid.

**5 – CANCELLATIONS AND REFUNDS** : Except for what is foreseen by art. 400 Cod. Nav., the Company concedes that the passenger, who no longer intends or who can no longer depart, can seek for partial refund of the ticket price. Any cancellation or refund must be communicated in writing to the office located in Naples by fax at: 081 5752132 or by legal e-mail at: [rimborsi@ttlines.com](mailto:rimborsi@ttlines.com), directly by the passenger or through the travel agency that issued the tickets and is subject to the following terms and penalties:

- from the booking date until 10 days prior to departure 80%
- from 9 days until 3 days prior to departure 70%
- until 2 days prior to departure 50%
- until 24 hours prior to departure 25% (the number of days does not include the day of cancellation).

Above penalties shall be applied to full fares for passengers and vehicles booked. In calculating refunds, only the requested day of cancellation (with proof of receipt) shall be accepted. No refund shall be given to any cancellation on the day of departure nor to any 'no shows' at established time of embarkation if previous note has not been previously communicated to the Company of a circumstance stated in art.. 400 Cod. Nav.,, nor to anyone who communicates partial cancellations at time of check-in for embarkation.

**6 - VARIATIONS:** In case of ticket variations, a non-refundable fee of € 10,00 shall be applied for each variation. To apply for reimbursement, this processing fee is to be paid upon picking up the changed ticket at port ticket offices. Any eventual reduction in ticket prices shall be refunded after due penalties listed in the above article have been applied. Any modification or variation shall be made according to availability. In case of cancellation, for refunds, the same penalties and conditions listed on article 5 apply. No variations are allowed on the day of departure. All tickets issued under particular conditions and/or subject to promotions can not be modified and are considered both entirely and partially non-refundable.

## **7 – EARLY/DELAYED DEPARTURES OR ARRIVALS • DEPARTURE CANCELLATION – ITINERARY MODIFICATIONS**

Before departure, passengers are responsible for verifying that there are no variations relative to the vessel and/or scheduled time or departure indicated on ticket. In any case, the Company is entitled to the cancellation, delay of departure and interruption of trip (as regulated by articles 403, 404 e 405 of the navigation code). Arrival times, where foreseen, are to be understood as approximate and could be varied due to adverse sea-weather conditions, port traffic, limitations imposed by competent authorities or other authorities not attributable to the Company. In case a delay is longer than twelve hours from the estimated time of departure, passengers shall be entitled to recede the contract and obtain a refund of the fare for the unused passage or trip. The Master has the complete right to assist other ships that find themselves in danger and to compensate or take a detour from the established route, in whatever direction necessary, according to the safest sea-weather conditions for navigation

## **8 – LOADING, DISCHARGE AND TRANSFER OF VEHICLES**

Vehicles will be called to be loaded in the order the Master of the ship disposes of and/or by his/her assistants and employees. Vehicles that run on liquid gas must be declared at time of booking and loading. Alarm systems and electrical theft-proof devices and mechanisms must be switched off at time of loading. Vehicle loading operations, including their assigned parking space on board, the operations of discharge, in addition to eventual transfer of vehicles to/from their parking space to the ship and/or eventual transfer of vehicles

from the ship to their parking space, must always be done with extreme care and are at the passenger(s) exclusive risk and responsibility. At the moment of parking, the passenger must pull the stationing brake, put the gear in neutral, check that all vehicle lights are switched off and ensure that all doors and boot (trunk) are well closed. Passengers are exclusively responsible for eventual damage done to a third party, their vehicles, goods and luggage therein contained. The vehicles, including any trailer van, with anything therein contained, is accepted by the carrier as one package unit without declaration of value. Therefore, the carrier's liability for any loss and/or damage to the vehicles shall not exceed the limitation provided for by Art. 423 of the Italian Navigation Code. Even according to articles 412 and 435 of the Navigation Code, eventual damage to vehicles or in the event of any other item of damage on board our ships must be declared before disembarkation. In such a case, passengers have to sign a written report filled out by a ship official.

**9 – NORMS FOR PASSENGERS TO OBSERVE** Passengers must observe the provisions of Italian and foreign laws as well as to the ship Master's instructions and the present Company regulations which the passenger takes vision of at the moment of ticket purchase. All rules and regulations are also consultable on the company website: [www.ttlines.it](http://www.ttlines.it) and at any company ticketing agency. Furthermore, the passenger is directly liable to the Company for any infringement, penalty, fine and expenses imposed on the Company by port, customs, health and/or any other authority in any Country as a consequence of his misconduct. Minors under 18 years of age but older than 14 may travel alone under the complete responsibility of a legal parent or guardian. Minors under 14 must travel accompanied by an adult and share the same accommodation. It is also agreed that passengers travelling with minors shall look after them and shall not allow them to wander unaccompanied while on the ship. In case of emergency, the passenger shall be at the disposal of the Master and Officers and shall strictly abide by their orders and instructions.

**10. -PASSENGER'S STATE OF HEALTH:** the Master may refuse passage to the passenger who in the Company's opinion is not in either physical or mental condition to travel or to the passenger who, under the influence of drugs, hallucinating substances, alcohol, disease or illness may be dangerous to other passengers and for ship security. In such instances, the passengers shall not be entitled to any refund and shall be responsible for any damage caused to the vessel, its fittings and equipment, any delays in departure, to third parties as well as to properties belonging to third parties. The acceptance of passengers on board shall not be considered as a waiver to the Company's right to enforce rules and norms. After leaving the port, the Master reserves the right to evaluate the passengers' state of health, regardless of whether they were or were not known to the Company upon embarkation and/or departure.

Any pregnant passenger who embarks agrees to be solely responsible and accept the risks connected with not having any medical assistance on board nor having the proper facilities to manage any eventual emergency. Furthermore, the

Company, the ship and its crew does not assume any responsibility and/or liability for transportation by sea neither in relative to eventual bad sea weather conditions nor in relation to the difficulties in accessing external assistance that may cause any negative consequence to a pregnant passenger.

**11. -DISABLED/HANDICAPPED PASSENGERS:** The ship has a limited number of cabins available for handicapped and/or disabled passengers. Passengers needing assistance must notify TTTLINES Spa at the moment tickets are booked in order to receive adequate assistance both at the moment of embarkation and on board.

**12. –EXPLOSIVES, FLAMMABLE AND DANGEROUS GOODS:** it is strictly forbidden to the passenger to put in his luggage or personal belongings stored inside his vehicles any industrial waste or explosive and/or inflammable substance or any other materials that may be dangerous for the safety of the ship, its cargo or of other passengers and crew. In case of infringement of this prohibition, the Master shall have the power to

confiscate or to destroy any such substance and/or material and passenger shall not be entitled to any indemnity. Furthermore, the passenger shall be liable for any consequence arising from the infringement of this prohibition.

**13. – WEAPONS:** upon embarkation the passenger shall hand over to the Master's custody any weapons and firearms in his/her possession. In case of infringement, offenders may be subject to the confiscation of their weapons or firearms and to reference to the competent judicial authority.

**14. - LUGGAGE:** hand luggage must contain the passenger's personal belongings only. All valuables, jewels, cash, travellers' cheques etc. may be deposited in the ship's safe, where available, otherwise handed over in a sealed envelope to the Pursuer in exchange for a receipt without description of its contents. It is agreed that the carrier's liability for hand baggage or goods not handed over, is limited to the value shown on the declaration of value made by the passenger prior to embarkation for which an eventual additional charge has been paid; otherwise the carrier's limitation of liability under art. 412 of the Italian Navigation Code shall apply.

**15. -LOSS OR DAMAGE TO LUGGAGE / PERSONAL BELONGINGS OR VEHICLES:** any apparent loss or damage to the luggage and/or personal belongings or vehicle shall be notified immediately to the Master or the Travel Agents or the Company's Officials at the port of destination. Non-apparent loss or damage shall be notified within three days of delivery in the same above manner. Failure to notify shall be deemed as delivery in good condition. The Company shall not be liable for any loss and/or damage to the luggage and properties not delivered by the passenger to the Company unless the passenger proves that the loss or damage was caused by the Company itself. The Company shall not be liable for loss or damage caused by vandalism committed by third parties.

**16. -ANIMALS:** passenger's small pets (cats, dogs, etc.) with good health certificate are welcome on board upon payment of the relevant fare. According to health and sanitary regulations, pets shall travel in their dedicated areas only. The admittance to cabins and public rooms is strictly forbidden. The passenger shall be liable for any damage whatsoever caused by his/her pets to things or third parties. The carrier disclaims all responsibilities for any quarantine or decisions of Health Authorities as well as for any injury suffered by pets as well as for their flight, loss or death during the voyage or on embarkation and disembarkation.

**17. -ACCOMMODATION:** the passenger is entitled to the accommodation stated on the ticket and, failing that, to the accommodation assigned by the Master or the Pursuer. The Company is entitled to give a different accommodation to the passenger: if the accommodation given is of higher class, no fare difference shall be requested.

**18. -GOVERNING LAW AND JURISDICTION:** the contract of transportation of passengers, their luggage and vehicles is governed by and construed according to Italian law. Any claim or dispute relating to the validity and/or interpretation and/or execution of this contract shall be subject to the exclusive jurisdiction of its legal headquarters. In addition, if a passenger is an Italian resident, and thus defined as a user and consumer, according to the Italian norm in vigour, the local jurisdiction of the consumer shall apply.

## **19 – INFORMATION ON PASSENGERS**

In accordance to the Law Decree n. 251/1999 of CEE Directive 98/41 dated 18.06.1998 and norms relative to the application of ISPS code on the Norms of anti-terrorism, at the time of booking and at time of ticket purchase, all passengers must communicate their ID information: name, surname, sex, age category (newborn, child, minor between

14 and 18, or adult). This personal data, following the present norm, shall be saved only for the time necessary according to the guidelines stated in the Law Decree and/or in compliance with Legislative Decree 196/2003