

### **GENERAL CONDITIONS OF TRANSPORTATION**

These conditions indicate the rules to be applied for the carriage of passengers and their belonging on the units that are part of the Alicost Navigation Company. These regulations are to be considered as accepted in full, by the passenger, at the time of the purchase of the ticket which makes express reference. The subject matter of the contract is transportation as governed by Articles 396 et seq. of the Navigation Code and European Regulation 1177/2010. The indication of the ship that will perform the transport is merely indicative being that substitution with another vessel is possible. The carrier is not liable for damages from delay or failure or inexact performance of the carriage if the event results from unforeseeable circumstances, force majeure, adverse weather and sea conditions, strikes and technical failures constituting force majeure or other causes not attributable to it. In the presence of events that may compromise the safety of the ship and/or passengers, the Master of the ship has the right to change the itinerary. The advertised rates and conditions may be subject to changes up to the time of ticket issuance. For matters not covered by these conditions with regard to the liability regime in connection with the carriage of passengers, we expressly refer to the current rules of the Navigation Code and European Regulation 1177/2010. Until disembarkation, passengers are responsible for their luggage and its contents.

Crossing times are approximate and calculated on the basis of the distance between ports, in conditions favorable weather and sea conditions. The Company cannot be held responsible for delays due to the port operations.

### **1.TICKETS**

A necessary condition for travelling on Alicost Social Units is that the passenger has a regular travel ticket that can be purchased in any authorized points of sale and on the online channels. online.

The ticket constitutes a contract of transportation and must be kept for the duration of the trip. If the ticket indicates the name of the passenger as mandatory for particular routes or even in the lack of such indication, it may never be yielded.

Presentation of the ticket entitles the passenger to embarkation and transportation to the destination of arrival; in the event, however, that, in the unquestionable judgment of the Master, the Navigation Company or of the competent authorities, reasons of security exist such as to prevent embarkation, the passenger will be denied its consent.

The ticket is valid only for the one trip indicated on it. Ticketing is permitted:

- for online purchases up to two hours before departure;
- for tour operators up to one hour before departure;
- at stopover ticket offices until the last useful moment suitable to allow boarding



## 2. LOST OR STOLEN TICKETS

If a ticket is stolen, lost or misplaced, the passenger shall report it to the public security organs and promptly notify the Company. The passenger shall deliver to the Office of the Company or Agency a copy of the report filed to the competent authorities and pay a new passenger ticket.

# **3. PASSENGERS LACKING OR NOT ENTITLED TO A TICKET**

A passenger who is unable to provide a ticket, a holder of a ticket at a concessionary fare who is not entitled to it will be denied boarding and will be subject to the payment of the administrative penalties provided for in Regional Law No. 13 of 13/08/1998 (the administrative penalty is equal to 100 times the amount of the ticket due and in any case not less than € 100.00). Failure to immediately report the lack of the ticket, upon boarding, entails the possibility of being denied boarding.

## 4. TARIFFS

The fares applied by the Alicost Navigation Company can be found on the company websites and are available at the Company's ticket offices. Children under the age of 4 are granted free passage , with issuance of the "infant ticket" but without being entitled to a seat; if they occupy a seat, payment of the ticket is due. Children aged 4 to 12 years old and under are required to pay the

child fare. Once I 12 years of age, users are required to pay the full fare.

The age of children must always be documented and proven at the time of boarding.

A passenger who is unable to show the ticket, a holder of a reduced fare ticket

who is not entitled to it will be subject to payment of the administrative penalties set forth in Articles 1 and 3 of these General Conditions of Carriage.

Minors under 18 years of age may not travel on the units of Alicost Spa unless accompanied by a person of legal age (eighteen years of age).

Possession of the ticket in any way acquired does not exempt the passenger from complying with the rules set forth in these Regulations nor from complying with the Laws and Government Acts as applicable while on board the Company's units.

The Company allows the purchase of tickets also on the days preceding that of the departure by applying the surcharge provided for the reservation fee.

# **5. PRESENTATION AT BOARDING**

Passengers are required to report for boarding at least 30' minutes in advance of the time of the departure, failure to comply with the time stability determines the possibility of the Company to prevent the boarding of the user, even if duly provided with a ticket, - without the possibility of obtaining reimbursement - if the safety conditions guaranteed by the times are not met themselves. The passenger must also comply with the methods and procedures provided for transit on

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the dock and for boarding by slavishly observing the signs posted for the purpose and maintaining a civil and respectful behavior towards other passengers, the personnel on board board and pier personnel, as well as to safety and public hygiene regulations, avoiding stepping over barriers and throwing objects on the ground or into the sea or outside the baskets specifically provided for garbage collection. It is imperative that the orders are respected to boarding without stepping over rows on the approach routes to boarding entrances, and that directions given by personnel operating at the dock are followed. Any failure to comply will result, if necessary, in addition to possible reprimand by the personnel in charge of the controls in the boarding areas, in the intervention of the Police Force immediately summoned for the actions of competence.

### 6. PASSENGER BEHAVIOR ON BOARD

Passengers are required to maintain a civil and respectful behavior, avoiding any offensive or detrimental attitude towards other travelers and personnel in charge, as well as to the rules of safety and public hygiene. He or she shall in particular neither defile the seats and furnishings nor throw objects on the ground or in the sea or outside the appropriate containers provided for waste collection, shall use the toilets without causing clogging or soiling, shall comply with the instructions given by the shipboard personnel while at sea. He also must not occupy more than one seat per individual person, taking into account that the purchase of the ticket does not constitute an automatic right with regard to the availability of seat and being the capacity of the ship, in terms of the maximum number of persons that can be carried, determined according to the specific regulations in force. Any failure to comply will result, if necessary, in addition to a possible reprimand by the personnel in charge of on-board controls, the intervention of the Police Force, which may be summoned for action within its jurisdiction.

## 7. TRANSPORTATION OF LUGGAGE, BICYCLES

Each passenger may carry up to one piece of luggage having maximum dimensions of 50 x 35 x 20 cm and weight not exceeding 9 kg. For additional luggage and luggage exceeding in size and/or in weight to those stated before, the rates in force will be applied. It is placed on the user the obligation to check and take note of the weight and size limit of the luggage and obtain the corresponding ticket. In the case of luggage without the appropriate valid purchase ticket for boarding, an administrative penalty will be applied as indicated in 'art. 3. The Owner Company or the On-board Command may at their discretion refuse to board luggage whose bulk or whose weight constitute an impediment to good navigation. Any claim involving damage or loss of baggage attributable to the carrier shall be handled in accordance with the provisions by Articles 412, 413 and 414 of the Navigation Code, Chapter III, Sec. I (reimbursement within the limit maximum of 6.2 euros per kilogram of baggage). Claims regarding loss or damage to baggage must be made before disembarking from the ship and must

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be accompanied by proof. Claims regarding loss or damage to baggage will not be accepted unless accompanied and made prior to disembarkation in contradictory with Company personnel; the description of the damage will be noted on special forms signed by the passenger and by the shipboard crew. The shipboard personnel may, if not engaged in other operations, render occasional assistance to the passenger in embarking and disembarking baggage, it being understood that porterage service remains the responsibility of the latter. Any baggage left on board or in the boarding area without custody and not claimed by any passenger entitled to collection, will be kept in a place deemed suitable by the Owner Company for a period maximum of 30 days (at the company's registered office). After this period has passed, the items found and unclaimed will be handed over to the Mayor of the municipality where the finding occurred; will be in any case, already at the time of discovery - if provided for in the procedures related to the prevention from unlawful acts or also if deemed appropriate by the unit commander or personnel in charge of the supervision of the boarding areas - informed the Police Forces so that they can implement appropriate measures.

Bicycles, scooters, and/or the like are permitted to be boarded on Alicost units under the following conditions:

- subject to availability of space on board and consequent consent from the Master, who for reasons of space may deny boarding of the said means of transportation.

The bicycle transport fee is in supplement to the passenger ticket. It should also be noted that the transportation, stowage and re-stocking of the above vehicles will necessarily have to take place on the

outside decks without any possibility of allocating them in the lounges. The Company will not be in under any circumstances responsible for any possible damage caused to said goods during navigation and

during embarkation and disembarkation.

### 8. PETS.

Pets are allowed to be boarded on the Company's units under the following conditions: - only one animal is allowed to be boarded per passenger;

- the animal must be definable as "domestic" in the sense used by common meaning: therefore, dogs, cats, cage birds and the like are considered to be domestic animals;

- the animal must be of small or medium size; particularly large animals may be denied boarding or accepted subject to special conditions for transport,

such that they do not cause annoyance or damage to passengers or the vessel;

- dogs must be provided with a leash and muzzle;

- the presence of the animal must be reported in advance when purchasing the ticket;

- the owner must bring along health certificates attesting to the state of good health and the vaccination of the animal that may eventually be required, as necessary conditions

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for boarding;

- the date of issuance of such certifications shall not be more than three months prior to the date of ticketing

- in the case of animals without the appropriate valid purchase ticket for boarding, an administrative penalty as indicated in section 3;

- animals may under no circumstances occupy seats and come into contact with the seats, which are intended only for passengers.

## 9. DELAY OF DEPARTURE-INTERRUPTION OF THE TRIP-DELAY OF THE ARRIVAL TIME

Cancellation, delay of departure and interruption of travel are regulated respectively of Articles 403, 404 and 405 of the Navigation Code.

Arrival times, are intended as indicative and may be subject to change as a result of the weather-marine conditions, port traffic, limitations imposed by the competent authorities or other entities not attributable to the Company.

## **10. IMPEDIMENT OF THE SHIP-SUPPRESSION OF DEPARTURE-MUTATION OF ITINERARY**

In the event that the departure is cancelled due to causes not attributable to the Shipowning Company, the passenger

is due a refund of the ticket price.

Refund for missed departure or cancellation must still be requested within 10 days from the date of the non-use.

## **11. REFUNDS AND COMPLAINTS**

The contract, once concluded, cannot be terminated by the contractors. The company, however, in derogation of Article 400 Cod.Nav. grants the passenger who does not intend to or can no longer depart, the right to achieve a refund of the passage price under the following penalty conditions: I. For tickets cancelled up to 10 days before departure, the refund will be 90%;

II. For tickets cancelled up to 2 days before departure, the refund will be 50%;

III. For tickets cancelled up to 24 hours before departure, there will be no refund;

IV. Tickets issued with special fares are not refundable but only changeable at a cost of

3.00 per person, plus fare supplement;

V. Reservation fees are never refundable.

Notice of cancellation by the passenger must be notified, in writing, to the

reservations for tickets purchased online by special email forwarded to the following address of e-mail booking@alicost.com

Refunds will be made in the same manner as the collection within 30 days from the date of the request net of bank charges and presale fees in accordance with art. 24 of Regulation U.E. 1177/2010.

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In case of complaints, the passenger is required to send his reasoned request to the e-mail address booking@alicost.com within the time limits stipulated in Article 24 of the U.E. Regulation 1177/2010 without possibility of recognizing any exceptions.

## **12. TRAVEL TICKET VARIATION**

Variations of date, and time of travel tickets are permitted after verification by the company of seat availability, provided that they are requested within two hours from the time of the booked departure and limited to telephone booking service hours. Ticket changes are also permitted at stopover ticket offices within one hour of the departure.

Ticket changes are permitted upon request by e-mail to the following address.

booking@alicost.com applying a surcharge of EUR 3.00 the passenger is required, in addition to the payment, where applicable, of any surcharges. The change is permitted only within the context of the departures published on the timetable board and is not allowed for extraordinary rides.

### **13. MISSED DEPARTURE ATTRIBUTABLE TO THE PASSENGER**

In case of missed departure due to unavailability or delay of the passenger, the passenger is not due any refund of the ticket. For delays or missed departures due to conduct contrary to the passenger's civil and safety regulations, penalty measures will be applied to the latter in the manner and under the terms provided by the state laws and regulations in force.

### **14. SPECIAL FARES**

All special and/or promotional fares are available while seats last and prepositioned automatically by the various reservation systems. Special fares, unless otherwise provided, cannot be combined with other promotional fares. Such fares are only changeable and not refundable.

### **15. PORT TAXES AND BOOKING FEES**

Current fares exclude surcharges due for any increases in the cost of fuels, for port taxes and fees, the amounts of which are subject to change until the time of ticket issuance. In the case of reservations, through call centers, stopover ticket offices and the Internet, a reservation fee per passenger per leg is applied to the ticket price. This fee is indicated before the final purchase of the ticket. Reservation fees are not are refundable.

## **16. TRANSPORTATION OF DANGEROUS OBJECTS**

Transportation of dangerous objects is not allowed on units belonging to the Company. For certain

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types of items, special binding conditions may be required for their acceptance on board. In particular, the carriage of weapons of any kind is prohibited, with the exception of those in possession of

personnel of the Armed Forces and Law Enforcement Agencies, the carriage of blunt objects, substances catalogued in the official lists of dangerous goods, combustible liquids, drugs, other narcotics, of other substances whose transportation or possession is considered illegal under the State Laws and current regulations. In any case, any doubts should be communicated to the Commandant regarding the contents of the baggage to be carried. It is absolutely prohibited the carriage of substances prohibited by law.

## **17. PASSENGER INFORMATION**

For pregnant women in an uncomplicated gestational condition who have completed the 6th month of pregnancy, the pregnant woman is required to present suitable medical certificate issued not more than 7 days prior to departure to be presented upon boarding.

In all other cases, it is mandatory to present certificate authorizing travel regardless of the month of gestation. It remains the responsibility of the pregnant woman to fail to declare and present the certificate required. Certification of fitness for travel is also required for Passengers with health issues.

Regarding the declaration of one's data, in compliance with Decree Law No. 251 of

13/10/1999 implementing EEC Directive 98/41 of 18/06/1998 (relating to the registration of persons on board passenger ships) to the regulations regarding the application of the ISPS code for the routes covered by the aforementioned regulations, passengers are required to communicate already at the stage of

reservation their personal details understood as: SURNAME-NAME or initials thereof, GENDER, AGE, CATEGORY (infant, child, adult) or age or year of birth.

For minor distance routes, the obligation of regulatory registration does not exist.

Personal data, collected pursuant to this article, shall be retained only as long as necessary for the purposes of the aforementioned decree and/or in compliance with the provisions of former Article 13 of the EU Regulation

2016/679 of the European Parliament and of the Council of 27 April 2016 (General Regulation on the protection of from the so called GDPR).