

## GENERAL CONDITIONS OF CARRIAGE OF ALICOST S.p.A

### Preamble

These General Conditions regulate the contract of maritime passenger transport carried out by Alicost S.p.A. on all operated routes. The purchase or possession of a travel ticket constitutes full acceptance of the following conditions. Transport is governed by Articles 396 and subsequent of the Italian Navigation Code, by European Regulation No. 1177/2010, and by all other applicable provisions in force. The indication of the vessel on the ticket is for information purposes only: The Company may replace it with another suitable vessel without giving rise to any right to compensation. Navigation is always subject to weather and sea conditions, to the requirements of the maritime authorities, and to the decisions of the Master concerning safety.

The carrier shall not be liable for damages resulting from delays or from the failure or improper performance of the transport service when such events arise from unforeseeable circumstances, force majeure, adverse weather and sea conditions, strikes, technical failures amounting to force majeure, or other causes not attributable to the carrier. Should events occur that may compromise the safety of the vessel and/or passengers, the Master is entitled to modify the itinerary. Fares and advertised conditions may be subject to change until the ticket is issued. For all matters not expressly provided for in these conditions regarding the carrier's liability regime in relation to passenger transport, explicit reference is made to the applicable provisions of the Navigation Code and to European Regulation No. 1177/2010. Until disembarkation, passengers are responsible for their own luggage and its contents. They are also responsible for any animals, bicycles, and/or similar items carried with them. Crossing times are approximate and calculated on the basis of the distance between ports under favourable weather and sea conditions. The Company cannot be held liable for delays caused by port operations.

For "adverse weather and sea conditions" this shall be understood, by way of example and without limitation, to mean rough or heavy seas, strong winds and/or gusts, storm surges, fog or reduced visibility, ice, abnormal currents, backwash, and, in general, any hydrometeorological phenomenon capable of compromising navigation safety and/or the regular performance of the service.

### Art. 1 – Tickets

To travel on the vessels operated by the Alicost fleet, passengers must hold a valid travel ticket purchased from authorised sales points or through the Company's channels, Call Centre and online service. The ticket constitutes a contract of carriage and must be kept for the entire duration of the journey and must be shown to staff whenever requested.

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A named ticket (e.g. for specific routes, for tickets issued under season tickets/travel passes or discounted fares) is strictly personal and non-transferable; in the event of improper use or transfer to third parties, the Company may suspend the season tickets/travel passes and start the verifications procedures.

Tickets issued with a “Resident” fare or any other reduced fare are valid only if, upon boarding, they are presented together with a valid identity document and/or the relevant season ticket which justifies the discount. The passenger is required to show both ticket and document also during any subsequent checks.

Holders of a discounted ticket may be subject to combined checks of ticket and identification document by authorised personnel throughout the duration of the journey.

Presentation of a valid travel ticket entitles the passenger to embark and to be transported to the indicated destination, subject to the unquestionable assessments of the Master or the Authorities regarding safety. The ticket is valid only for the specified route.

Ticketing is permitted as follows:

- for online purchases, up to 30 minutes before departure;
- for tour operators, up to 30 minutes before departure;
- via Call Centre and at port ticket offices up to the last useful moment compatible with safe boarding.

After this time, it will no longer be possible to issue travel tickets for the route in question.

The timing for the purchase of travel tickets is defined on the basis of service organisation and boarding procedures, in order to ensure operational regularity and passenger safety.

Passengers who require an invoice must request it exclusively before purchasing the ticket, providing their fiscal details, or – for online purchases, for the purposes of electronic invoicing – by completing the relevant field pursuant to Art. 22 of Pres. Decree 633/1972.

#### **Art. 2 – Theft or loss of Tickets/Season Tickets/Travel Passes**

In the event of theft, loss or misplacement of the ticket, the passenger must report it to the Public Security Authorities and promptly inform the Company. To travel, a new ticket must be purchased and a copy of the police report delivered to the Company’s legal department or to the agency.

In the event of theft, loss or misplacement of a season ticket/travel pass that entitles the holder to travel at a discounted fare, the passenger must report must be delivered it to the Public Security Authorities and promptly inform the Company.

#### **Art. 3 – Passengers without a valid ticket or not entitled to travel**

Any passenger without a ticket, or using a ticket that is not compliant, or a discount not due, or otherwise travelling without entitlement, will be denied boarding and access to the vessel and is subject to the payment of administrative penalties as provided for by Campania Regional Law No. 13 of 13/08/1998 (equal to 100 times the cost of the due travel ticket and in any case not less than € 100.00).

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The Company may block the card/season ticket and carry out further verifications. In the event of improper use of the travel ticket, the same penalty will apply.

If, after verification of seat availability and with the consent of the Master, boarding is nevertheless allowed, the passenger may purchase the travel ticket on board with a surcharge of € 10.00. The application of the administrative penalty provided for by Campania Regional Law No. 13/1998 remains unaffected.

On-board personnel may request and carry out ticket checks at any time, including during navigation.

#### **Art. 4 – Fares, resident passengers and minors**

The fares applied by the shipping company Alicost S.p.A. are published on the Company's website and are available at the Company's ticket offices.

Children under the age of 2 are entitled to travel free of charge, subject to the issuance of an 'infant ticket', without any entitlement to a seat; should the child occupy a seat, the corresponding fare shall be payable.

For children aged between 2 years and under 12 years, the "child fare" applies. Upon reaching 12 years of age, the "full fare" is applied.

No reduced fares apply to children under 12 years of age for the maritime routes of high tourist value, Lot 1 – route A1 and route A2.

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

Minors under 18 years of age may not travel on Alicost S.p.A. vessels unless accompanied by an adult.

Minors aged between 12 and 17 years may travel alone, provided they hold an identity document and a written authorisation from their parents or legal guardians. In such authorisation, the parent or guardian assumes all responsibility for any damage caused to persons or property, releasing the carrier from such liability.

Possession of a travel ticket does not exempt the passenger from compliance with the rules contained in these General Conditions nor from observing the laws and acts of the Authorities applicable during the carriage on board the Company's vessels.

The Company allows the purchase of travel tickets also in the days preceding departure, applying a surcharge as a booking fee.

The Company allows the purchase of travel tickets also in the days prior to departure, without applying the surcharge provided as a booking fee for the high-tourist-value maritime routes, Lot 1 – Route A1 and Route A2.

Passengers who wish to receive a travel ticket having the value of an invoice must make an express request exclusively before purchasing the ticket at the port ticket offices, providing their personal and fiscal data pursuant to Art. 22 of Pres. Decree 633 of 26/10/1972 and subsequent amendments. In the case of online purchases, they must fill in the specific fields required during the ticket purchase process for electronic invoicing.

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#### **Art. 5 – Types of Fares**

The Company applies fares predetermined by the competent Authorities only for the routes falling within the time bands of “prevalent regional interest”.

For the simultaneous purchase of outward and return tickets, a special discounted fare is available. Such tickets are non-refundable.

Tickets issued at special fares may be modified (see Art. 16), subject to seat availability.

In the event of a change to an outward/return ticket at a special fare, the customer must pay:

- a fixed change fee;
- the difference between the amount originally paid (discounted fare) and the full fare applicable to the new requested date/time/route.

The carriage of any luggage and animals is regulated by the conditions set out in Arts. 9 and 10 of these General Conditions of Carriage.

#### **Art. 6 – Bookings, advance ticket issuance and booking fee**

The Company allows the purchase of travel tickets also in the days prior to departure, applying a booking fee indicated before purchase; this fee is non-refundable.

The Company allows the purchase of travel tickets also in the days prior to departure, without applying the surcharge provided as a booking fee for the high-tourist-value maritime routes, Lot 1 – Route A1 and Route A2.

Bookings are valid only if confirmed by the ticketing system.

#### **Art. 7 – Check-in and boarding**

Passengers must present themselves at the quay at least 30 minutes before the scheduled departure time. Failure to respect this time limit entitles the Company to refuse boarding, even if the passenger holds a valid ticket, without any refund, if the safety conditions or the regular performance of the service are compromised.

Passengers must also comply with the procedures and rules applicable to transit along the quay and access to the vessel, strictly following the instructions posted for this purpose and behaving in a civil and respectful manner towards other passengers, on-board personnel and pier staff, as well as observing safety and public health rules, avoiding climbing over barriers and throwing objects on the ground, into the sea or outside the appropriate bins provided for waste collection. Passengers are also required to comply with the security procedures and checks carried out on passengers and luggage in boarding areas; refusal or obstruction of such procedures entitles the Company to deny the access and/or boarding and may be reported to the competent Authorities.

Passengers are strictly required to comply with boarding instructions, without jumping queues along the approaches to boarding gates, and to follow the directions given by the staff operating on the quay. Any non-

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compliance will entail, where necessary, in addition to any reminder by the personnel in charge of checks in the boarding areas, the intervention of Law Enforcement immediately called for the appropriate actions.

#### **Art. 8 – Conduct on board and prohibitions**

Passengers are required to maintain civil and correct behaviour. Passengers may not occupy more than one seat, bearing in mind that the purchase of a travel ticket does not automatically entitle them to a seat, since the ship's capacity, in terms of maximum number of persons carried, is determined by the applicable regulations. It is forbidden to soil or damage furnishings and structures on board, to throw objects into the sea, and passengers must remain seated until mooring manoeuvres are completed.

Passengers must comply with the instructions of the Master and the on-board personnel, even when communicated by notices posted on board or by audio messages.

Passengers are required to comply with the security procedures and checks carried out on passengers and luggage both during boarding operations and on board.

Smoking is prohibited in indoor areas, as is the introduction or consumption of prohibited substances, and the transport of goods or animals in breach of these conditions.

It is forbidden to evade, refuse or obstruct security checks; in such cases, the Company may refuse boarding and/or order passengers disembarkation and report the incident to the competent Authorities, without any refund or compensation due, subject to any mandatory applicable laws.

In the event of violation, the Company may order the disembarkation of the passenger and report the incident to the competent Authorities.

The Company, including upon recommendation of the Master or the Authorities, reserves the right to refuse boarding or to order the disembarkation of passengers who are in a state of intoxication due to alcohol or drugs, or who behave in a harassing, aggressive or dangerous manner towards other passengers, the crew or whose behaviour may affect the safety of navigation. In such cases, no refund or compensation is due, without prejudice to the Company's right to report the matter to the competent Authorities.

Priority of safety. The service is in any event subject to safety conditions and to the prescriptions of the competent Authorities; the Master may adopt any measures deemed necessary.

#### **Art. 9 – Transport of luggage, bicycles and/or similar devices**

##### **Art. 9.1 - Admissibility rules and passenger responsibility**

Until disembarkation, passengers are responsible for their own luggage and its contents.

Any indication by on-board personnel to place hand luggage in common racks or in other dedicated areas does not, in any case, entail the taking in charge or assumption of custody by the Company or its staff, being a mere organisational and safety measure to ensure free circulation on board.

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## **Art. 9.2 - Unregistered hand luggage: quantity, size, weight, additional security checks on passengers and luggage**

In application of the security plans and procedures in force (including, where applicable, ISPE/ISPS procedures for vessels and port facilities), during access to boarding areas, check-in and/or boarding operations, passengers and luggage (hand and/or checked luggage) may be subject to additional security checks, including inspections, opening of packages and/or the use of screening instruments, carried out by authorised personnel and/or the competent Authorities.

Passengers are required to cooperate with and allow such checks. Refusal or obstruction of such checks may result in denial of access to the boarding area and/or refusal of boarding, with the application of the consequences provided for under these Conditions (in particular Article 16, where applicable).

Any fees and/or surcharges related to luggage handling, management and security control services shall be applied in accordance with the tariffs in force and through the Company's official information channels.

Each passenger may carry on board one single piece of luggage with maximum dimensions of 50 × 35 × 20 cm and weight not exceeding 9 kg.

For additional luggage and for luggage exceeding, in terms of dimensions and/or weight to the limits indicated above, the tariffs in force shall apply mandatorily and without exception, with any derogation being expressly excluded, even in cases of good faith or lack of knowledge of the Conditions of Carriage on the part of the user.

In particular, as from 01/02/2026:

- luggage tickets purchased at ticket offices and/or through the Company's ordinary sales channels are subject to the standard tariff in force of € 5,00 per single item of luggage;
- luggage tickets requested and issued at the quay/at ship's side during boarding operations are subject to the increased tariff of € 5.50 per single item of luggage, as consideration for an additional, unplanned service provided at the passenger's request or due to operational necessity during boarding.

It is the exclusive and non-derogable responsibility of the user, before accessing the boarding area and in any event prior to boarding the vessel, to:

- verify and take note of the number, weight and dimensions of his/her luggage;
- obtain the relevant luggage ticket, where required.

Failure to carry out such checks, omission of the purchase of the luggage ticket, incorrect assessment of dimensions and/or weight, as well as any objection raised at a later stage, shall not constitute grounds for exemption from the application of the applicable tariffs, surcharges and penalties.

In the event that luggage is not provided with a valid luggage ticket for boarding, the Company shall proceed with:

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- the application of the administrative penalty as provided for under Article 3;
- the immediate application of the increased tariff; and
- in more serious or repeated cases, refusal of boarding or disembarkation of the passenger, without any right to a refund.

The Shipowner or the Ship's Command may, at their discretion, refuse the boarding of luggage whose bulk or weight constitutes an obstacle to safe and proper navigation.

Each item of luggage (registered and unregistered) must bear a clearly visible tag showing the owner's personal details (name and surname, telephone number and/or e-mail).

### **Art. 9.3 - Nature of custody and assistance by on-board personnel**

Unregistered hand luggage remains at all times under the supervision and custody of the passenger, who is responsible for it until disembarkation. Placing luggage on racks or in common areas, even upon the indication of on-board personnel, does not entail taking charge of or any obligation of custody by the carrier. Any material assistance provided by on-board personnel, when given, is purely occasional and does not transfer custody; portorage remains the responsibility of the passenger.

### **Art. 9.4 - Complaints and limits of liability**

#### **Art. 9.4.1 - Registered luggage (only for registered luggage, pursuant to Arts. 412 and 414 of the Italian Navigation Code)**

Any complaint involving damage to or loss of registered luggage is handled in accordance with Arts. 412 and 414 of the Italian Navigation Code, Chapter III, Section I, with a maximum limit of € 6.20 per kilogram of luggage. Complaints must be made before leaving the vessel and must be supported by appropriate evidence; a description of the damage is recorded on a specific form signed by the passenger and by the Ship's Command.

#### **Art. 9.4.2 - Unregistered hand luggage**

For loss of or damage to unregistered (hand) luggage, the carrier is not liable, except where the passenger strictly proves fault of the carrier or on-board personnel. In any case, where liability is established, the carrier's liability is subject to the statutory limits of compensation and does not extend to valuables not previously declared and documented in accordance with the applicable procedures (declaration of value/registering, where provided).

### **Art. 9.5 - Immediate notification on board**

Any loss or damage must be reported immediately before disembarkation to on-board personnel, with the completion of a specific form; failing this, claims will not be accepted. Subsequent reporting to the Public Security Authority does not replace notification on board.

### **Art. 9.6 - Found and unclaimed objects**

Any luggage left unattended on board or at the embarkation station and not claimed by an entitled passenger

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will be stored in a location deemed suitable by the Shipowner for a maximum period of 30 days (at the Company's registered office). After this period, found and unclaimed objects will be handed over to the Mayor of the Municipality where they were found. If provided for by procedures to prevent unlawful acts or if considered appropriate by the Master of the vessel or by personnel in charge of surveillance of the embarkation areas, Law Enforcement will be informed for the necessary measures.

**Art. 9.7 - Bicycles, scooters and similar items (devices with batteries, in particular lithium batteries)**

**Art 9.7.1 - Admissibility and discretion of the Command**

Boarding is subject to the availability of space on board and to the consent of the Master, who may, for safety reasons, limit or refuse it at any time.

**Art. 9.7.2 - Travel ticket**

For the transport of the device, an additional ticket will be issued, separate from the passenger ticket. The price of this ticket is €7 and it must be purchased at the ticket offices.

**Art. 9.7.3 - Condition of the device and battery**

The device must be switched off, with the battery not charging and with no cables connected.

It is strictly forbidden to charge batteries or devices on board (including through on-board sockets).

Devices with damaged, swollen, modified, non-original batteries or lacking conformity markings are not allowed.

On request by personnel, the passenger must show documentation proving the device/battery's conformity (e.g. manufacturer's declarations). In the absence of such documentation, or in case of doubts about safety, boarding may be refused.

**Art. 9.7.4 - Stowage and permitted areas**

Transport, stowage and securing take place exclusively on external decks; it is forbidden to place devices in lounges, on stairways or along escape routes.

Devices must be secured with appropriate systems to prevent movement during navigation and positioned away from heat sources or prolonged direct exposure to intense sunlight.

**Art. 9.7.5 - Supervision and liability**

The device remains at all times under the custody and responsibility of the passenger, who must monitor its condition; the rules of Article 9.3 apply.

The Company is not liable for damage to devices during boarding, navigation and disembarkation, except where strict proof of fault by the carrier or its personnel is provided, and in any case within statutory limits (Art. 9.4).

**Art. 9.7.6 - Anomalies, emergencies and measures**

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Any smell of burning, overheating, smoke, crackling or leakage must be reported immediately to on-board personnel before disembarkation (Art. 9.4 – immediate notification).

Where a risk is identified, the personnel may isolate the device in a dedicated external area or suitable container, stop any charging (if ongoing), order the immediate disembarkation of the item and/or refuse its boarding on subsequent sailings.

Any costs for securing, removing or disposing of a device in hazardous conditions shall be borne by the responsible passenger.

#### **Art. 9.7.7 - Temporary suspensions or limitations**

The Shipowner, including upon instructions from the Maritime Authority, may suspend, limit or wholly or partly prohibit the boarding of electric devices with lithium batteries on specific routes or during certain periods, giving notice through ordinary information channels.

#### **Art. 9.7.8 - Damage to Company or third-party property**

If bicycles, scooters or similar devices (including electric ones) cause damage to Company assets, facilities or vessels, or to third-party properties, the owner and/or user of the device shall be fully liable, personally and, where applicable, jointly and severally, without prejudice to the Company's right of recourse for all costs and losses incurred (repairs, replacement, technical downtime, management and legal expenses).

Passengers are advised not to place money, jewellery, securities, high-value equipment, important documents or other valuables in registered luggage. The Company assumes no liability for the loss, theft or damage of such items contained in registered luggage, unless their value has been declared in writing prior to delivery, with acceptance by the Company and payment of any surcharge, within the limits and conditions set by law.

#### **Art. 10 – Pets**

Pets may be carried on board the Company's vessels at a cost of € 5.00 per animal, in compliance with the provisions set out in the Ordinance of the Ministry of Health of 27 August 2004, and subject to the following conditions:

- each passenger may embark only one pet; "pet" is understood, in common usage, to mean dogs, cats, caged birds and similar animals;
- the animal must be of small or medium size; for particularly large size animals, boarding may be refused or allowed only on condition that transport takes place in such a way as not to cause disturbance or damage to passengers and to the vessel;
- dogs must be kept on a leash and wear a muzzle;
- the presence of the animal must be declared in advance at the time of ticket purchase, and the relevant carriage fee must be duly paid;

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- the owner must carry the health certificates attesting to the animal's good health and vaccinations, which may be required as a condition for boarding;
- the date of issue of such certificates must not be more than three months prior to the ticket issue date;
- if the animal does not have a valid travel ticket, the administrative penalty provided in Article 3 of these Conditions will apply;
- animals may not in any case occupy seats or come into contact with them, as seats are reserved exclusively for passengers.

The owner of the animal shall be directly liable for any damage or injury caused by the animal to persons or property on board and must fully compensate the related losses, costs and charges, without prejudice to the Company's further rights of recourse.

#### **Art. 11 – Unaccompanied Minors Service**

The “unaccompanied minors” service allows children aged between 4 and 12 years – who cannot be accompanied by a parent or legal guardian – to travel using the service made available by the Company, whereby the child is accompanied, on the selected route, from the port of departure to the port of destination by Company staff. It is reminded that until the age of 12, children are strictly prohibited from travelling alone. From 12 years of age until reaching legal adulthood, the accompaniment service is optional and provided upon explicit request. Minors aged between 12 and 17 years may travel alone, with a written authorisation from their parents or legal guardian and the relevant documents. In such authorisation, the parent or guardian assumes all responsibility for any damage caused to persons or property, releasing the carrier from such liability.

It is understood that, in the cases permitted where the minor travels without an accompanying adult and without activation of the Accompaniment Service, the carrier does not assume any duty of supervision or custody beyond those strictly connected with the provision of carriage, and is not liable for any issue affecting the minor during the journey, the parent/legal guardian being solely responsible, within the limits of the applicable legislation.

The service is available only by booking at least 48 hours before departure – and upon payment of the service – and the minor must be presented at the port at least 30 minutes before departure, in order to entrust the child to the designated personnel and hand over the original of the required documentation, namely:

- a copy of the identity document of the parent or of the legal guardian;
- a valid travel document for the minor;
- a copy of the identity document of the person authorised to collect the minor at the destination port
- “Request form for the accompaniment of minors” duly completed.

The service is provided only on the routes Naples – Ischia – Forio (and vice versa) and Naples – Sorrento (and vice versa).

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The cost, in addition to the price of the minor's ticket (and any extra services), is:

- € 10 for children residing in one of the municipalities of the island of Ischia for the routes Naples–Ischia–Fornio (and vice versa), and for children residing in one of the municipalities on the Peninsula of Sorrento for the Naples – Sorrento route (and vice versa);
- € 20 for children not residing in the municipalities of the island of Ischia and of the Peninsula of Sorrento.

Upon arrival, the minor will be handed over to the person designated on the form upon presentation of their identity document.

If the person authorised to collect the minor at the destination port will not be present, the competent Authorities will be contacted. Throughout the entire period in which the minor is in the Company's care, the minor will have a copy of the documentation.

#### **Art. 12 – Departure delay, interruption of the journey and delay in arrival time**

“Force majeure” means events that are unforeseeable, unavoidable or, in any case, beyond the control of the Company and the Master, including, purely by way of example: adverse weather and sea conditions (storms, heavy seas, rough seas, fog, ice), fires, epidemics and related health emergencies, strikes or labour unrest involving the Company's personnel or third parties, interruptions or limitations of port services, general blackouts, acts or orders of the competent Authorities (including maritime and public security Authorities), closure or interdiction of ports and terminals, states of emergency, hostile or threatened acts, acts of terrorism, sabotage, bomb threats and any other event which, even potentially, may compromise the safety of the ship, passengers or navigation.

The Company is not liable for delays, interruptions or cancellations due to force majeure such as defined in this article, including prescriptions or restrictions imposed by the Authorities and the unavailability of port services not attributable to the Company. Statutory mandatory obligations in force remain unaffected.

Cancellation, departure delay and interruption of the journey are governed, respectively, by Articles 403, 404 and 405 of the Italian Navigation Code. Arrival times, where indicated, are purely indicative and may vary due to weather and sea conditions, port traffic, and restrictions imposed by the competent Authorities or other entities not attributable to the Company.

Where it is demonstrated that the delay on arrival is attributable to the carrier, the difference between the cost of the hydrofoil ticket and that of the ferry ticket will be refunded.

#### **Art. 13 – Ship's unseaworthiness – cancellation of departure – change of itinerary - refunds**

If the departure is cancelled for reasons not attributable to the Shipowner, the passenger shall be entitled to reimbursement of the ticket price. For tickets issued online, refund requests must be made within 60 days from the cancelled departure through the same purchase channels. Refunds for paper tickets purchased at ticket

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offices may be requested at the same offices within no later than 48 hours of the cancelled departure, upon return of the original ticket. After 48 hours and up to a maximum of 60 days, refund requests must be submitted via email to [reservation@alilauro.it](mailto:reservation@alilauro.it) or by completing the online form available on the website [www.alicast.it](http://www.alicast.it).

Booking fees are non-refundable.

#### **Art. 14 – Passenger cancellations, refunds**

Once concluded, the contract of carriage cannot be terminated by the parties. The Company, in derogation of Art. 400 of the Italian Navigation Code, allows passengers to cancel subject to the following penalties:

1. request up to 10 days before departure: 90% refund;
2. request up to 2 days before departure: 50% refund;
3. request within the 48 hours prior to departure: no refund;
4. tickets issued at special fares are non-refundable but may be changed upon payment of € 5.00 per person, plus any fare difference;
5. booking fees are never refundable.

The passenger's notice of cancellation must be sent in writing to the booking centre for tickets purchased online, via e-mail to: [reservation@alilauro.it](mailto:reservation@alilauro.it) or by completing the form available on the website [www.alicast.it](http://www.alicast.it).

Refunds will be made using the same method as payment, within 30 days from the date of the request, net of bank charges and pre-sale fees.

#### **Art. 15 - Complaints**

In compliance with Art. 24 of European Regulation 1177/2010, passengers may submit a complaint within 2 months from the date on which the service was performed or should have been performed, in Italian or English language by using one of the following methods:

- the web form available in the Complaint section of the Alicost website;
- the printable form available in the Complaint section of the website and at the ticket offices or from on-board officers. The form may be submitted via Alicost's contact channels or sent by registered mail with return receipt to: Alicost S.p.A., Salita Sopramuro, 2 84010 Amalfi (Salerno);
- verbally at the ticket office, customer service or booking office. In this case, a Company operator will record the relevant data.

Claims should include at least the following information:

- the user's identification details (name, surname, contact details) and, where applicable, of any representative, attaching in such case the letter of authorisation and a copy of the customer's identity document;

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- identification details of the journey made (date, departure time, origin and destination) and of the contract of carriage (booking code or ticket number); furthermore a copy of the travel ticket must be attached, while the original one must be retained;
- a description of the non-compliance of the service with one or more requirements established by European or national law, by the General Conditions of Carriage or by the service charter.

The complaint is deemed received:

- on the day of submission, in the case of complaints submitted by e-mail or via the website;
- in case of complaints submitted by registered mail, the complaint is deemed sent on the day of posting and received on the day of delivery to Alicost S.p.A.;
- in the case of hand-delivered complaints at Alicost S.p.A. offices, the complaint is deemed sent and received on the day of delivery, which must be indicated on a specific receipt.
- Within one month from receipt, the carrier shall notify the passenger whether the complaint has been accepted, rejected or is still under consideration. The time required to provide a final reply shall not exceed two months from receipt of the complaint.

In the event of no reply within 2 months, the passenger may:

- use out-of-court dispute resolution procedures;
- submit a second-level complaint to the Transport Regulation Authority (ART).

Measure 5 of Decision No. 83/2019 of the Transport Regulation Authority provides for automatic compensation in the following cases:

- if the reply is provided between the sixty-first and ninetieth day from receipt of the complaint, the passenger is entitled to automatic compensation equal to 10% of the ticket price;
- if no reply is provided within ninety days from receipt of the complaint, the passenger is entitled to automatic compensation equal to 20% of the ticket price.

Automatic compensation is not due where:

- the amount is less than € 6;
- the complaint is not submitted by the customer in accordance with the required methods, minimum elements and deadlines;
- the customer has already received automatic compensation for late/no reply in relation to a complaint concerning the same journey.

Only after having submitted a complaint to Alicost, if the customer considers the reply received unsatisfactory, or if 60 days have elapsed from the date of submission of the complaint without receiving a reply, they may submit a second-level complaint to the Transport Regulation Authority (ART) through the Telematic Complaints Acquisition System (SiTe), accessible from the website [www.autorita-trasporti.it](http://www.autorita-trasporti.it), or by sending

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the appropriate “Complaint Form” – available on the same ART website – to Via Nizza 230, 10126 Turin, or by e-mail to [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it).

#### **Art. 16 – Change of travel ticket**

Changes of route, date and time of travel tickets are allowed subject to the Company’s verification of seat availability.

Changing travel tickets entails the payment of a change fee of € 5.00, except for tickets issued under travel passes/season tickets and/or cards and/or resident fare, for which the change fee is € 3.00, in addition to any applicable fare adjustment. Changes are allowed only for departures published in the timetable and are not permitted for extraordinary routes.

Changes may be requested up to two hours before the departure time indicated on the ticket to be changed, either independently on the website [www.alicost.it](http://www.alicost.it) in the “change ticket” section, , and, within one hour before the departure time, via Call Centre during office hours or at port ticket offices, subject to their opening times.

#### **Art. 17 – Non-departure attributable to the passenger**

In the event of non-departure due to unavailability, delay or any cause attributable to the passenger, no refund, re-credit, postponement or replacement of the travel ticket is due.

Circumstances attributable to the passenger shall also include refusal or obstruction of the security checks required for access to boarding and/or relating to luggage.

In the event of delays, non-departure or interruption of the journey caused by passenger behaviour contrary to rules of civil conduct, safety, or to instructions given by authorised personnel, the sanctions provided for by applicable legislation may be imposed on the passenger and, where appropriate, the competent Authorities will be notified.

#### **Art. 18 – Special fares**

Special and/or promotional fares are available until the allocated seats are sold out and are automatically offered by the booking systems. Unless otherwise stated, such fares cannot be combined with other offers or promotions. These fares may only be changed and are under no circumstances refundable.

#### **Art. 19 – Port taxes and booking fee**

The fares in force are net of any surcharges arising from increases in fuel costs, taxes and port charges, the amounts of which may change up until ticket issuance. In the case of bookings made through the Call Centre, port ticket offices and websites, a per-passenger, per-route booking fee is added to the ticket price. This fee is indicated before the final purchase of the travel ticket. Booking fees are non-refundable.

#### **Art. 20 – Transport of dangerous objects**

The transport of dangerous objects and/or substances is not permitted on board the Company’s vessels. Acceptance of certain categories of goods may be subject to specific binding conditions.

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In particular, it is forbidden to transport:

- weapons of any kind, except for those personally carried by Armed Forces and Law Enforcement personnel;
- blunt objects;
- goods included in official lists of dangerous goods;
- combustible liquids;
- narcotic substances;
- any other substance whose transport or possession is prohibited or restricted under applicable law.

In any case of doubt, the passenger must inform the Master of the contents of the luggage to be embarked. Transport of substances prohibited by law is strictly forbidden in all circumstances.

In compliance with the security procedures in force, the Company and/or the competent Authorities may request the inspection of luggage and, where prohibited or suspicious objects or substances are detected, may refuse boarding and proceed with the appropriate reports.

#### **Art. 21 – Assistance for PRMs**

Passengers requiring assistance for boarding (including passengers with reduced mobility, with or without a vehicle) must notify this at the time of booking by contacting Customer Service, in order to check the availability of suitable accommodation and/or facilitated access routes on board.

Such passengers must present themselves for boarding at least two (2) hours before departure, informing quay personnel and/or on-board personnel of their need for assistance.

#### **Art. 22 – Passenger information**

For pregnant women with uncomplicated pregnancies after the end of the 6th month of gestation, it is mandatory to present an appropriate medical certificate issued no more than 7 days prior to departure, to be shown at boarding. In all other cases, it is mandatory to present a certificate authorising travel regardless of the month of pregnancy. The failure to declare pregnancy and to present the required certificate is the sole responsibility of the pregnant passenger.

A fitness-to-travel certificate is also required for passengers with health issues.

With regard to the declaration of personal data, in compliance with Law Decree No. 251 of 13/10/1999 implementing Directive 98/41/EC of 18/06/1998 (on the registration of persons on board passenger ships) and the rules on implementation of the ISPS Code for routes falling within that discipline, passengers are required, already at the booking stage, to provide their personal details, understood as: SURNAME–NAME or initials, GENDER, AGE CATEGORY (infant, child, adult) or age or year of birth. For shorter routes, the obligation of nominal registration does not apply.

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Personal data collected under this article are stored only for the time necessary for the purposes of the above-mentioned decree and/or in compliance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR).

**Art. 23 – Processing of personal data**

Passengers' personal data are processed by the Company, as data controller, in accordance with Regulation (EU) 2016/679 (GDPR) and national legislation, for purposes connected with the contract of carriage, navigation safety and legal obligations. Data are stored for the time strictly necessary and may be disclosed to the competent Authorities.

**Art. 24 – Reference provisions**

For any matters not expressly provided for in these General Conditions, the Italian Navigation Code, the Civil Code, European Regulation 1177/2010 and any other provisions in force concerning maritime passenger transport shall apply.

**Article 25 – Jurisdiction**

For any dispute, exclusive jurisdiction shall lie with the Court of Salerno. However, where the passenger is resident in Italy and qualifies as a consumer under the applicable Italian legislation, jurisdiction shall lie with the court of the passenger's place of residence or domicile.

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