

**GENERAL TRANSPORT CONDITIONS FOR PASSENGERS ON BOARD OF THE FAST  
FERRIES OF THE COMPANY  
“LIBERTY LINES S.p.A.”**

This is a translation of the official Italian version of the document “CONDIZIONI GENERALI DI TRASPORTO PASSEGGERI A BORDO DEI MEZZI NAVALI VELOCI della LIBERTY LINES S.P.A.". In case of any inconsistency or conflict between this translation and the above mentioned official document, the latter shall prevail.

**Art.1 Definitions**

In the context of this document each of the following terms shall have the meaning specified below: (a) “Company” indicates the Company Liberty Lines S.p.a with registered headquarters in Trapani, in Via G.S. Vulpitta, n° 5. (b) “Passenger” indicates any person embarking on and/or disembarking from any of the vessels managed by the Company and/or on board of any of the vessels, other than the Captain, a member of the crew or a person carrying out work or services on board the vessel; (c) “Ticket” indicates the ticket, valid for boarding, issued by the Company, proving the finalization of the transport contract for the journey indicated on the Ticket; (d) “Electronic Tkt” “E-Ticket” indicates the electronic ticket not valid for the boarding that has to be exchanged into valid ticket; (e) “Conditions” indicates the terms and conditions as described in this document and/or the abstract printed on the back of the Ticket, regulating the terms of transport on board of the Company’s vessels. Summary of the trip” indicates the details of the purchased itinerary.

**Art. 2 Undertaking of Service**

The Company undertakes the transport of the Passenger together with his personal luggage in accordance with the Conditions which the Passenger declares, at the purchase of the Ticket, to have read and accepted. The Conditions can be found on board the Company’s vessels, in the Company’s Ticket Offices, in the registered Office of the Company and on the Company’s website [www.libertylines.it](http://www.libertylines.it) (in case of any conflict 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 shall prevail).

**Art. 3 Price**

The Price, paid by the Passenger to the Company for the purchase of the Ticket, includes VAT, if payable, (hereinafter referred to as “the fare”) and any supplementary costs, and/or harbor dues.

**Art. 4 Ticket**

In order to travel on board the vessels of the Company, the Passenger must have a regular Ticket, issued by one of Ticket Offices of the Company or by an authorized Sales Point.

At the time of purchase of a Ticket at the Ticket Office or online, the Passenger shall verify the following details: application of reduced fare (if entitled to it), the number of passengers, the port of origin and the port of destination, the date and time of the departure; furthermore, the Passenger shall verify that the amount paid corresponds to the amount indicated on the Ticket and that the change is correct in case of cash payments.

The Ticket is personal and non-transferable and must be kept during the entire duration of the trip and shown to the company’s staff upon request.

Damaged and/or altered Tickets are not valid. The Ticket is valid only for the trip, the day and time of departure indicated on it.

It is forbidden to transfer the Ticket to third parties. In case of unlawful transfer of the Ticket and of personal transport documents to other people the Ticket shall be deemed not valid.

The Company reserves the right to report transgressors to the authorities in charge.

In case of theft, loss or destruction of the Ticket, it is not possible to request a duplicate. If the Passenger wishes to travel, he must

purchase a new Ticket, as per Art.5 of the General Conditions of Transport.

The ticket doesn't constitute an invoice. In order to obtain the latter, the interested parties have to sign in and create an invoicing profile in the database "Anagrafica Amministrazione" of the Company filling in the appropriate form reporting biographical and tax data, in accordance with art. 22 of D.P.R. 633/1972. For invoices above the amount 77,47 € a stamp duty is required and it shall be charged to the Passenger.

#### **4.2 Reduced Fares**

Passengers who benefit from reduced fares (if they are provided and they are entitled to them), must be in the possession of a valid personal document, at the time of purchase and for the duration of the journey. The Passenger must show his document to the staff on board and/or to the Company upon request in the carrier's capacity as a public service for maritime transport, pursuant to provisions stated in art. 45 of D.P.R. 28.12.2000, No. 445. Passengers who are unable to show such document will not be allowed to board. Should they already be on board, they will be requested to purchase a new Ticket with full Price at the first available Ticket Office.

The reduced fares are applicable to the net prices, excluding all accessories. A Passenger who is entitled to multiple facilities will only benefit of the most favorable, as the accumulation of more facilities is not allowed.

#### **4.3 Ticket Check**

If Passengers, following a check performed by the Company's staff, show an irregular Ticket (concerning the trip, the day or the time of the departure, fare and reduced fare), they will not be allowed to board. The non valid Ticket will be deemed as non-refundable and the Passenger will be required to purchase a new Ticket with full Price.

In the event of a failure to identify a traveler who has a reduced fare, he won't be allowed to board, and if he is already on board he will be

required to purchase a new Ticket with full Price at the next Ticket Office.

#### **Art. 5 Loss of Individually Named Ticket**

In case of loss and/or theft of the Ticket, the Passenger must report such loss and/or theft to the competent Italian Authorities and promptly advise the Company, handing over a copy of the police report. In order for the Passenger to get on board the vessel, the Passenger must pay to the Company the Price of a new Ticket. The Company will refund the Passenger the Price of the Ticket within 6 months from the date of departure as indicated on the Ticket, under the condition that the lost Ticket has not been used by a third person.

#### **Art. 6 Children**

Passengers under 12 years must be accompanied by an adult. Any children discounts are indicated on the Company's fare schedule, available at the Company's offices, its Ticket Offices and the Company's official website.

#### **Art. 7 On-line Sale and E- Ticket**

Pursuant to Italian Legislative Decree N. 206/2005 (Italian Consumer Code), the Company has established procedures for the sale of Tickets through the use of information technology instruments. The Passenger can buy the Ticket "on-line" directly through the Company's website [www.libertylines.it](http://www.libertylines.it). To confirm the online purchase the passenger will be sent the E-ticket and the relevant Summary of the trip. Pursuant to art. 52, paragraph 1 letter f) and art. 55 paragraph 1 letter b) of the before mentioned Law, the Passenger has neither the right to cancel nor to request the Company for refund of any sums paid, unless otherwise provided by the applicable law and the Company's Conditions.

The E-ticket may be issued by the authorized sales points of the Company (E.g. travel Agencies and Call Center of the Company). The Electronic Tkt is individually named, personal and non-transferable. The Electronic

Tkt is not valid for boarding and, as such, it must be handed over at the Ticket Office in exchange for a regular Ticket. In the event of a difference between the Price shown on the Electronic Tkt

and the Price of the final Ticket, the Passenger must pay the difference.

### **Art. 8 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, also without notice, for technical reasons beyond the Company's control and/or force majeure and/or reasonable cause. A Passenger holding a Ticket/ Electronic Tkt, purchased prior to the day of departure, should therefore verify (by contacting the Company's Call Center the day before the day of departure) that there are no changes in the service as indicated in the Ticket/Electronic Tkt.

### **Art.9 Cancellation or Interruption of the Trip by the Passenger and Refunds**

Cancellation of the trip must be notified by the Passenger, in the following ways:

- Up to two hours before departure, at any of the travel agencies authorized by the Company, through the Call Center or at any of the Ticket Offices;
- Up to 30 minutes before departure at the Ticket Office of the port of embarkation. In this case the contract is terminated and the Passenger is entitled to the a refund of the Ticket with the following penalty fees:
- 10% of the fare in case of withdrawal request up to 24 h before.
- 25% of the fare in case of withdrawal request over 24 h and up to 30 minutes before the same. No refund is due in case of withdrawal requests not included within the terms above mentioned.

The refund of the ticket, paid through cash, may be effectuated by all the ticket offices; the tkt paid through credit/debit credit card, and the E-tickets purchased online or through the Travel Agencies, will be refunded by the Company (art. 11) following a written request sent by email to [rimborsi@libertylines.it](mailto:rimborsi@libertylines.it)

A Passenger's right for refund will be time-barred after six months from the date of departure as shown on the Ticket/ Electronic

Tkt. Right to refund for trips cancelled as stated above is forfeited - in any case - after six months from the departure date indicated on the Ticket. In case a Passenger cannot disembark at the port of destination due to force majeure, the Passenger can disembark at the next port of arrival. In case the Passenger does not want to disembark in this port, the Passenger must buy a new Ticket covering the trip from the port where the Company had the right to disembark to the chosen port of disembarkation. If your trip is interrupted due to a Passenger, the Company is not liable for reimbursement of the difference in price relevant to the unused part. In case the journey is interrupted by decision of the Passenger, the Company is not obliged to any refund to the Passenger.

### **Art. 10 Ticket Changes and Penalties**

In no circumstance will the Ticket/ Electronic Tkt be replaced with another for a different destination. The Passenger may request the Company to replace the Ticket/ Electronic Tkt with another Ticket/ Electronic Tkt for the same trip, changing the date and/or time of departure. In this case, provided that seats are available on the vessel, such change will be made handing over the original Ticket/ Electronic Tkt and with the application of the following penalties:

- if a request for change of the Ticket/ Electronic Tkt is received by the Company at least 24 hours before departure, the Passenger must pay the Company an amount equal to 5% of the fare;
- if a request for change of the Ticket/ Electronic Tkt is received by the Company over 24 h but before the actual time of departure, the Passenger must pay the Company an amount equal to 12% of the fare; No Refund will be due to the Passenger for any required changes beyond the terms indicated above.

### **Art. 11 Impediments – Cancellation – Early Departure – Interruption of Journey – Refund**

The provisions in this article are not applicable in case of incompatibility with EU Regulation n. 1177/2010. If departure of the vessel is not possible for reasons not caused by the Company, the Contract is terminated and the

Company shall refund the Passenger only the price paid. **In the event that the Company is forced to depart early due to force majeure, or by order of the Authority, or for other causes not beyond the Company's control,** the Passenger shall have the option (if and when possible) to take the next departure, or request a refund of the price paid. In case the Company, due to causes beyond the Company's control, cancels the departure of the vessel and (if possible) the Passenger chooses not to make the same trip on another vessel of the Company with a subsequent departure, the contract is terminated and the Company will refund the Passenger only the Price paid. The Passenger may request the termination of the contract if the Company changes the route of the vessel and this causes a prejudice to the Passenger. If the Company, for justified reason, cancels the departure of the vessel or changes the route, the compensation to the Passenger for damage, if any, shall not in any case exceed double the amount of the Fare paid. If the journey of the vessel is interrupted due to force majeure or for reasons beyond the Company's control, the Passenger only pays to the Company the fare in proportion to the distance travelled and the Company will refund the price difference to the Passenger. However, the Company is entitled to keep the full Price if, within reasonable time, it offers the Passenger to continue the trip with another vessel, without any further costs for the Passenger.

In case of cancellation of the trip or delay on departure that is not attributable to force majeure, the Passenger will have the chance (if is possible) to avail of the first trip operated by the Company or, as an alternative, the Passenger can request the refund of the total amount of the Ticket. The refund of the ticket, payed through cash, may be effectuated by all the ticket offices; the tkt payed through credit/debit credit card, and the E-tickets purchased online or through the Travel Agencies, will be refunded by the Company (art. 11) following a written request sent by email to [rimborsi@libertylines.it](mailto:rimborsi@libertylines.it).

Whenever the cancellation of the trip or the delayed departure that is not attributable to force majeure require an additional accommodation, the Passenger will be entitled to compensation for the additional stay. Such

compensation shall not exceed 80 euros per night, for a maximum of three nights.

#### **Art. 12 Compensation in case of Late Arrival**

Without prejudice to any of the applicable Laws, any compensation, if due, by the Company to the Passenger in the event of late arrival will be calculated in proportion to the Price paid for the Ticket, guaranteeing the minimum level as established by art. 19 of EU Regulation n. 1177/2010. In any case and without prejudice to any other applicable limitation of liability provided by the law, if the delay due to weather conditions endangering the safe operation of the ship or to extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken no compensation is payable. If the Passenger holds a season Ticket, compensation, if due, will be calculated as mentioned above and each passage of the season Ticket will be considered as a single Ticket. Compensation from the Company is carried out by bank transfer or in cash at the Ticket Offices of the Company, except for Tickets issued in exchange of Electronic Tkt which will only be refunded by the entity that issued the Electronic Tkt. with the exception of the tickets issued following the exchange of the

ticket that will be refunded by the Company. Claims for compensation under 6,00 (six/00) euro will not be accepted, both in case of single Tickets or in case of season Tickets.

### **Art. 13 Embarkation**

a) For all connections except the connection indicated below at section b)

Passengers must arrive for embarkation at least 15 minutes before the scheduled time of departure, holding a regular Ticket.

b) Trieste - Istrian Coast Connections

Passengers departing for an international trip must arrive for embarkation at least 30 minutes prior to departure time in order to complete immigration formalities and check-in. In lack of compliance with the above terms, embarkation will not be guaranteed.

### **Art. 14 Assistance for Passengers with Disabilities or Reduced Mobility**

Assistance to Passengers with disabilities or reduced mobility is provided within the limits provided by EU Regulation n. 1177/2010. In order to ensure such assistance, the Passenger must arrive at least 30 (thirty) minutes before the scheduled embarkation time, at the meeting point designated and communicated by the Company at the time of the request of assistance.

### **Art. 15 Documentation for Overseas Departures**

Passengers departing for an international trip must be in possession of all documentation required for entrance in the foreign country. The Company cannot be held liable if the Passenger is not permitted to disembark at the port of destination by any Foreign Authority.

### **Art. 16 Luggage**

Each Passenger may carry free of charge only 1 (one) piece of hand luggage having a maximum size of 60x40x20cm. Luggage exceeding this limit or further luggage shall require the payment of a "luggage Ticket" at the applicable rate. The Company or the Master of the vessel may at their discretion refuse the boarding of luggage if its size or weight is deemed as an impediment to comfortable and/or safe navigation of the vessel. It is forbidden to insert

flammable materials or, in general, dangerous materials, smuggled goods, letters or parcels subject to postal tax in the luggage. Luggage must contain only the Passenger's personal items. Luggage must be properly packaged and securely closed before embarkation and the Passenger is obliged to look after it throughout the journey up to disembarkation. Luggage cannot be stored on seats or cause obstruction to other Passengers and/or the crew. It is forbidden to board any unaccompanied luggage, cargo or packages of any kind. Any luggage not disembarked by the Passenger immediately after arrival will be deposited with the Authority of the Port of arrival, at the Passenger's expenses and risk. For different types of luggage or heavier weight, specific authorization of the Master of the vessel will be required. The Master can refuse embarkation at his discretion. The liability of the Company and the Passenger is subject to rules of the Italian Code of Navigation.

### **Art. 17 Pets**

The Company's vessels, due to their technical characteristics, are intended only for "fast carriage of Passengers" and they are not equipped with cages or specific areas for the transport of pets. Upon purchase of the relevant Ticket, the Passenger is allowed to transport one pet only (travelling with the Passenger) under the following conditions:

- During the entire journey, dogs must be muzzled and leashed or, alternatively, kept in a suitable "pet carrier"; cats and other small pets must always be kept in a suitable "pet carrier", as well as birds in special cages.
- Animals must be transported in such a manner that they cannot cause damage or inconvenience to other Passengers and/or to the vessels. The Company reserves the right to request, before boarding, medical certificates attesting the good health and vaccination of the animal. The certificates bearing dates prior to

90 days from the date of departure shall not be considered valid. Maintenance, custody and care of animals during carriage are at the full risk and expense of the Passenger, who is required to comply with all health provisions of the competent authorities. The Passenger agrees to fully indemnify the Company in case of any liability and/or expense that may arise

due to the Passenger's non-compliance with the above mentioned regulations and laws.

**Art. 18 Responsibility and Authority of the Master**

All persons on board are subject to the Authority of the Master of the vessel who has all disciplinary and security powers during navigation, as established by the Law. The Passenger, as from the moment of embarkation until complete 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 by the Company. Furthermore, the Passenger shall behave in a diligent and cooperative way. The Passenger shall watch over his own security and safety, his pets and the persons under his custody, as well as over his luggage, especially in the event of adverse weather conditions. The Company shall not be held liable for any damage caused to the Passenger, his/her pets and/or personal belongings, caused as a consequence of breach 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 or order given by the Master regarding the safeguarding of human life at sea or by the instrumentation on board - the use of which by the Passenger is absolutely forbidden - or by any act of negligence and/of recklessness of the Passenger from the moment of embarkation until the moment of disembarkation and/or caused by the Passenger's conduct. The Company shall not be liable for any harm or damage to persons, luggage or personal belongings caused by force majeure, by perils of the sea or by any conditions the Company refers to the EU Regulation No. 1177/2010, the Italian Code of Navigation, the Italian Civil Code and other legal provisions as far as they are compatible with these conditions.

