

# **General terms and conditions of carriage for passengers and accompanying vehicles**

ATTENTION: Pursuant to Regulation (EU) no. 1177/2010, it is only possible to file complaints with the Transport Regulation Authority after having lodged a formal complaint with the Shipping Company and upon sixty days having passed since its submission.

## **Premise**

In the following text, the below terms are intended to mean:

Company: LIBERTY LINES S.P.A –Via G. s. Vulpitta, 5 – 91100 Trapani c.f.: 01683020810 – VAT: 01920660816

Vehicle: any vehicle, including automobiles, motorcycles, caravans, trolleys, campervans, vans, trucks, etc., for private or public use, intended for the carriage of persons or things, travelling with the passenger.

Passenger: any person aboard a ship other than the commander, crew members, or other person employed or occupied in any quality on board the ship for its services.

Ticket: a travel document proving the conclusion of the contract of carriage, being the travel ticket pursuant to Article 396 of the Maritime Code.

Tariff: a set of applicable charges, applied by the Company and approved by the competent Ministry.

## **Article 1 - Assumption of service**

The Company assumes the carriage of passengers, luggage and vehicles aboard in accordance with the following rules that the passenger, with the purchase of the ticket, implicitly declares to know, accept and observe.

The excerpt of the conditions governing the transportation on the rapid vessels of the Company is outlined on the ticket.

The text of the rules of this regulation is made available to users at the offices and agents of the Company and from the onboard Commanders.

## **Article 2 - Ticket amount**

The total amount of the ticket is comprised of the tariff plus any other dues shown separately.

The rates applied by the Company include VAT when due.

For the tariffs, please refer to the "Price List" of the Company, which forms an integral part of this Regulation.

### **Article 3 - Children and youths**

Children under 12 must be accompanied by adult passengers. For discounts based on age, please refer to the price list.

### **Article 4 - Travel concessions**

The Company grants travel concessions in the cases outlined in the price list.

The concessions established in favour of those so entitled are applicable to the rates excluding all accessories.

For any passenger who has the right to additional discounts, only the most favourable will be applied, given that the reductions are not accumulative.

Passengers who benefit from the reductions must present a document entitling them to the reductions and are required to present it upon request to the staff onboard and/or the staff of the Company. Passengers who do not have this document will be denied boarding and the price of the ticket purchased will be reimbursed deducted from the penalties imposed by the transport conditions.

### **Article 5 - Tickets**

To travel on the vessels of the Company, the passenger must have a regular ticket, which proves the conclusion of the contract for the journey indicated on the ticket itself. Any vehicles are also listed on the passenger ticket or on tickets in conjunction with the passenger's ticket. Such tickets must be kept for the entire duration of the trip and exhibited upon the request of the Company's staff.

Upon there being a check by the personnel of the Company, those found to be without a regular passenger ticket will be required to pay the full ticket price plus the dues for onboard payment as outlined in the price list.

A vehicle found to be without a ticket or that benefits from a reduction without being so entitled or which proves to have a ticket for a lower ticket class or journey length shall be required to pay the difference for the ordinary fare plus the dues for onboard payment.

Tickets for both one-way and round-trip journeys are valid only for the departures indicated therein.

In the event of loss, destruction or theft of the ticket, a new travel ticket must be purchased.

Tickets may exceptionally be requested onboard ferryboats, in which case, in addition to the travel cost, the dues for onboard payment will also be owed as outlined on the price list.

No discounts may be applied for tickets issued on board other than those for residents, with those having the right to discounts and/or reductions of other types having to request from the Company's offices the difference between the applied rate and that to which they are entitled.

## **Article 6 - Reservations**

Requests for reservations of seats and/or parking spaces can be made in a timely manner prior to departure at the Company's ticket offices at the port of shipment, at the licensed travel agencies and eventually via other channels occasionally advertised by the Company.

To be supplied upon making booking requests and/or ticket purchases is the date and time of departure, the port of embarkation, the port of arrival, the number of passengers, the type of vehicle, and any other useful detail concerning the identification of the applicant/s and the correct application of the tariffs.

For each place and/or parking space booked, a reservation fee is required to be paid at the time of the ticket issue to the amount outlined on the price list. A simple booking request, the reservation for which has not been previously confirmed by the purchase of a ticket, does not in any way bind the Company, which is not responsible for any lack of places and/or parking spaces.

## **Article 7 - Boarding - Disembarkation - Time onboard**

Passengers with any vehicles on board are required to present themselves with a regular ticket at the place of embarkation, at least 2 hours before the departure of the ship for trip with a duration superior of 4 hours and at least 1 hour before for all the other trips.

2nd paragraph - Rescinded.

The boarding and disembarkation of vehicles onboard is to be effectuated by the passenger themselves.

The embarkation and disembarking operations are to be carried out according to the order and criteria established by the Command on board. The boarding of a vehicle is subject to the carrying out of the voyage, along with the needs of the ship and to any other requirement connected with the navigability of the ship and the safety of navigation. This is all at the unquestionable discretion of the Command as foreseen by the relevant rules, even in the case in which the passenger and the Company has entered into a contract regarding the "reservation of space" (booking).

Boarding, the time onboard and disembarkation of passengers and vehicles are governed by the rules of law, the provisions of the ship's Command in relation to particular situations and the following provisions:

Except as provided for in the second paragraph of Article 192 of the Maritime Code, boarding of passengers manifestly affected by serious illnesses or, in any event, being dangerous for the safety of navigation and for the safety of persons aboard, is conditional by the authorisations given by the competent Health Authorities;

Even if there is no danger to the safety of navigation and the safety of persons aboard, the boarding of passengers who are manifestly in physical condition so as to advise against travelling by sea, is subject to obtaining medical certification authorising the effectuation of the journey, in the interest of the passengers themselves;

Passengers in a state of evident agitation or in an obvious and bothersome state of drunkenness will not be permitted to board;

For maritime transport, due to the particularity of the means of transport, it is compulsory to use vehicles that are efficient in all respects, especially with regard to the braking, rolling, suspension and, where provided, lashing;

it is compulsory to arrive at the vehicle loading area with the load arranged and mounted on the vehicles themselves with the diligence and prerequisites required by the type of goods and the characteristics of the vehicle, all according to suitable criteria for sea transport;

The following is compulsory for the drivers of the vehicles

- to engage a low gear and to enable the hand brake;
- to remove the keys from the dashboard and turn off any electrical equipment;
- to switch off the alarm system;
- for campervans and caravans, to engage all gas shut-off valves and disconnect the electrical equipment;
- the state in which the vehicle is left must comply with the procedures outlined by the Maritime Authority.

It is mandatory to declare to the Command onboard, prior to embarkation, the transportation of any vehicles fuelled with LPG/methane or other gases. The transport of refrigerated vehicles is subject to the regulations of the RINA (Italian Naval Registry), as well as to the regulatory rules issued by the relevant authority, being norms prohibiting the onboard use of the energy sources of the vehicles themselves. The company reserves, upon the request of the passenger with a vehicle onboard, and within the capacity of the ship, to provide electrical power onboard, provided that the vehicle is equipped with a special explosion-proof gauge. In the case of onboard electrical power supply, any eventual interruption to the supply of such energy by the ship for any reason or cause, with no exclusion or exception, or changes in voltage shall not result in the liability of the Command and, for this, of the Company, with the passenger acknowledging that connection with the onboard supply is at their own risk and, under their responsibility, also with regards to third parties. The power supply may also be suspended by the onboard Command in the event that the engine of the refrigerated vehicle does not prove, in the opinion of the Command, to be functioning properly and does not provide suitable safety guarantees for the cargo and ship.

For the sake of their own safety, passengers are required to comply with the security provisions provided by means of signposts, audio messages, as well as what is directly communicated by the onboard staff.

### **Article 8 - Luggage**

Every passenger has the right to take with them 20 kg of hand-luggage free of charge.

Children paying half-price fare are entitled to half the allowance, being 10 kg for ships.

The personal effects that, for the personal use of the passenger, are ordinarily carried in suitcases, travel bags, boxes and the like, are considered and allowed as luggage. If luggage items of a different nature are included, the passenger must double the fare price for the transport of these items, besides compensation for damages.

Sample products of business travellers up to a limit of 20 kg are also allowed as luggage.

The Company shall not be liable for any theft of any items and/or luggage left unattended.

As regards the liability of the Company, the rules laid down in Article 411 and 412 of the Maritime Code apply.

### **Article 9 - Legal claim of luggage**

The Company has the right to a legal claim of luggage for credits due from passengers arising from the contract of carriage.

Upon the passenger fulfilling their obligations, the Company is required to return the luggage to the place specified in the contract. If the passenger fails to meet their obligations, pursuant to Article 416 of the Code of Navigation, the Company has the right to proceed with the sale of the baggage in accordance with the rules of the Italian Civil Code in force (Article 1515, 2797 of the Italian Civil Code and 83 of the relevant provisions enacted).

### **Article 10 - Animals**

Unless otherwise stipulated by law, the transport of dogs, cats and other small live animals is allowed, accompanied by passengers.

Dogs must be equipped with a leash and muzzle, whilst other small animals must be placed in a cage or basket, to be taken care of by the passenger.

Passengers with animals must remain within the specially-reserved areas or accommodate animals in the kennels onboard, whereby the watercraft is so equipped. Exceptions are made for guide dogs for sight-impaired persons.

Owners are responsible for and must take care of the transportation of pets and their maintenance.

In addition, the transport of domestic animals accompanying passengers is regulated by the sanitary provisions dictated by the competent authorities.

The passenger is obligated to liberate the Company from any responsibility and burden that may arise in this regard as a consequence of or due to failure to comply with the aforementioned regulations and existing laws.

The Company shall not be held accountable for any injuries that the pets may suffer, if the causation arises from a cause not attributable thereto.

The transportation of other animals may only be effectuated on ferryboats exclusively utilising specific vehicles, duly certified and on trips and on schedules coordinated with the Company in advance.

### **Article 11 - Dangerous goods**

The transport of flammable, explosive, corrosive and dangerous goods within commercial vehicles is permitted on ships that are authorised for such transport and, subject to the permissibility, in compliance with current regulations.

The Passenger is obliged to declare to the Company prior to embarkation the existence of dangerous goods, which must be presented for embarkation under the conditions prescribed by law.

The transport referred to in this article must, in any case, be submitted to the Company and the agent at the port of embarkation at least three working days prior.

### **Article 12 - Collection of vehicles and luggage**

Upon arrival of the ship, passengers will have to promptly collect their vehicles.

Under no circumstances is the passenger entitled to abandon loaded vehicles with the Company, even if damaged or otherwise depreciated.

If the passenger fails to take the vehicle ashore and remains on board, the relevant freight cost will be charged to the passenger directly.

No claim for compensation, loss or other damage suffered with regards to luggage or vehicles will be allowed if the state of the same is not acknowledged upon arrival, in contradiction with the onboard Command and does not prove to be legitimately reported.

### **Article 13 - Prohibitions**

It is absolutely forbidden to:

To uphold behaviours or attitudes that are or may be causing disturbance or harassment to other passengers;

Undertake on board the trade of seller, singer, musician or the like and to offer services or accompaniment to passengers;

Introduce into the lounge areas animals or things that may cause disturbance to passengers or which are contrary to the rules of hygiene and decorum, save for the exception laid out in the third paragraph of Article 10;

Lie on the lounges;

Smoke in the internal areas of the ship;

Open and close the portholes and windows, and tamper with furniture and equipment on board, for which passengers must exclusively refer to the ship's personnel;

Wear or carry within baggage any arms or ammunition, which must be delivered to the ship's Command upon embarking, to be returned only upon arrival, except under the provisions in force governing the carrying of arms for Armed Forces personnel;

Bring on your person, in your baggage or inside your vehicle any materials that are flammable, explosive, corrosive, or otherwise dangerous, as well as cylinders filled with oxygen, compressed air, gas and the like;

Transport letters and parcels subject to postal charges;

Throw objects of any kind into the sea;

Stay inside the vehicle during the crossing;

Turn on the engine before the landing ramps have been fully opened.

### **Article 14 - Obstacle of nautical vessels - Cancellation of departure - Change of route - Delayed departure - Early departure due to force majeure - Interruption to the journey**

If the departure of the ship is prevented due to causes not attributable to the Company, the contract is terminated and the Company is obliged to return the price paid thereto (Article 402 of the Maritime Code).

Without prejudice to the existing interconnection between the various traffic regulations exercised by the Company, Articles 403, 404, 405 and 406 of the Maritime Code shall apply.

### **Article 15 - Passenger refusal - Failure to depart and interruption to the passenger's journey - Refund**

Renouncing of the trip must be communicated to the passenger via the following means:

Up to two hours prior to departure, via email at the following email address: [rimborsi@libertylines.it](mailto:rimborsi@libertylines.it) at any of the Travel Agents authorised by the Company, at the ticket desks, or at the port ticket offices;

Up to 30 minutes before departure, at the ticket office of the embarkation point.

In this case, the contract is dissolved and the passenger is entitled to a refund of the ticket with the application of the penalties determined in the following percentages:

10% for cancellations up to the day before departure,

25% for cancellations on the day of departure and up to 30 minutes before the same.

Booking fees are never refundable.

The eventual possibility of communicating such renouncement also to subjects other than those indicated above will be disclosed in illustrative material distributed by the Company.

The right to reimbursement for a trip cancelled under the terms indicated above is required, in any case, six months from the date of departure indicated on the ticket.

No refunds are due for travel not cancelled within the terms indicated above.

If the passenger is forced to interrupt their trip due to a cause for which they are not responsible, the passage price is due in proportion to the utilised part of the journey.

If the journey is interrupted by the passenger, the Company is not required to refund the difference in the travel price for the unused portion (Article 406 of the Maritime Code).

### **Article 16 - Liability**

The Commander is an officer of the judiciary police and, in that capacity, exercises the powers of Article 221 et seq. of the Code of Criminal Procedures, in the event of offenses being committed on board during navigation and may exercise their authority over all persons on board (crew and passengers). They have disciplinary and policing powers for navigational security.

The passenger, from the time of embarkation and disembarkation, must comply with the orders of the onboard Command. What's more, their behaviour must prove to be in accordance with common diligence and prudence, monitoring the safety and integrity of themselves, of the people and animals that are in their custody, and of the safety of their personal belongings, and that so required by the weather and sea conditions during the trip.

The Company is responsible for passenger accidents that occur from the time of commencing boarding through to the disembarkation and the loss or breakdown of the items the traveller carries with them if this proves to be due to events arising from causes not imputable to them.

Exception is made where the event results from causes not attributable to the Company itself, from the passenger's failure to comply with the provisions of the ship's Command for the safeguarding of human life at sea.

The Company shall in no case be liable for any loss or damage caused to the embarked vehicles nor to the things contained therein by any other vehicle. Any eventual complaints will be settled directly between the parties involved.

### **Article 17 - Prescription**

The rights deriving from the contract of carriage of passengers and baggage are prescribed by the terms of Article 418 of the Code of Navigation.

In any case, without prejudice to the terms outlined in the preceding point of this Article, a passenger who is liable for damages to his/her own person arising from occurrences from the time of embarkation until he/she has completed the disembarkation, must still be reported to the Command on board prior to the completion of the disembarkation.

### **Article 18 - Complaints**

Whereby a passenger detects deficiencies or irregularities in the service rendered by the Company may communicate such to the Command on board or to the management of the company.

### **Article 19 - Protection of personal data**

Pursuant to Article 13 of Legislative Decree no. 196 of 30th June 2003, concerning provisions on the protection of personal data, the Company, as a data controller, declares that the personal data provided by the passenger will be processed for purposes strictly connected to the management of the contractual relationship and the provision of services, including through IT systems, suitable for ensuring their security and confidentiality.

### **Article 20 - Jurisdiction**

Revoked

### **Article 21 - Referral**

For anything else not covered by these transport conditions, that laid out in the Code of Navigation, the Maritime Code and other applicable laws prevails.