

## **TERMS & CONDITIONS**

Subject to any limitations imposed by national law, the Passengers are carried exclusively at the Carrier's Terms and Conditions. Carrier means Grimaldi Compagnia di Navigazione as agent for Atlantica SpA di Navigazione, Grimaldi & Louis-Dreyfus Lines SpA and Malta Motorways of the Sea Ltd.. The passenger, by purchasing the passenger ticket, ipso facto accepts unconditionally The Carriers Terms and Conditions and the fact that the carriage of passengers and accompanied vehicles are ruled exclusively by these Terms and Conditions as detailed hereafter.

### **POWER OF THE MASTER**

The Master has the right to proceed without pilot, to tow and assist other vessels under any circumstance, to deviate from the standard route, to call any port, to transfer passengers and their luggage onto another vessel for the continuation of the journey. The carrier, the organizer and on their behalf the Master of the vessel have to right to refuse embarkation to any passenger that by their exclusive opinion is not in health conditions to make the journey. Furthermore the carrier and the organizer and on their behalf the Master have the right to disembark during the journey, in any port, any passenger that in their exclusive opinion is in such health conditions that do not allow the continuation of the journey or who's behaviour represents a danger or a serious disturbance to the other passengers or the crew. Any passenger on board the vessel is subject to the disciplinary power of the Master for all matters concerning the safety and the security. The carrier, the organizer and the Master have the right to follow any order or directive given by governments or authorities of any state or by subjects that act or declare to act on behalf or with the agreement of such governments or authority or by any other subject that according to the conditions of the insurance policy covering war risks can issue such orders or directives. All actions taken by the carrier, the organizer and the Master in execution or as a consequence of such orders or directives shall not be considered contractual inaccomplishments. The disembarkation of passengers and their luggage as a consequence of such orders or directives discharge the carrier, the organizer and the Master from any responsibility for the continuation of the journey or the repatriation of the passengers.

### **THE VESSELS**

The vessels used are ro/pax ferries or passenger ferries carrying passengers and freight. The published schedules and timetables can vary for reasons of weather, cargo requirements, port operations, port traffic or technical reasons. Such variations can occur without that previous notice is given to passengers. Any delay caused, for whatsoever reason, does not represent motivation for cancellation of booking, nor does it allow any refund or compensation to passengers.

### **BOOKING**

Bookings can be made with your travel agent, the offices of Grimaldi Ferries and its agents, or on [www.grimaldi-ferries.com](http://www.grimaldi-ferries.com). To confirm a booking the passage fare has to be paid in full. Payments have to be made to Grimaldi Ferries, Naples at time of booking. No reservation is confirmed without full payment of the fare. No passenger ticket can be issued without full payment of the passage fare.

For security reasons the names of the passengers, the information concerning ID document, the type and the register number of the vehicle as stated on the ticket have to correspond to the passengers and their vehicles showing up for embarkation. If this is not the case the access to the port facilities and/or to the vessel can be refused

### **PASSAGE CONTRACT**

The passage contract (passenger ticket) is strictly personal and not transferable. Tickets are issued by Grimaldi Compagnia di Navigazione on behalf of and as agents for the Carrier and/or Owner/Charterer of the vessel. Subject to any limitations imposed by national law, the Passage Contract is ruled by the Codice Italiano di Navigazione and the Athens Convention of 13/12/74 as modified by the London Protocol of 19/11/76.

### **FARES**

The fares are expressed in €uro and are confirmed at time of booking.

Price Revision: Subject to any limitations imposed by applicable national law, the Carrier reserves the right to revise upward the price of the Passage prior to departure to allow for changes in exchange rates, fuel costs, increase in port dues, taxes or charges. Any such price revision shall take effect as valid amendment to the Passage Contract and any such increase in price shall be payable by the Passenger. No price increase can be

imposed within 20 days of the scheduled departure. If the price increase exceeds 10% of the total cost, the passenger is entitled to cancel his journey giving written notice within 48 hours of the notification of the price revision, receiving full refund of the moneys paid.

#### **LIABILITY**

The carrier's liability in case of loss of life or personal injury, loss or damage of luggage, passenger accompanied car, valuables, personal belongings or other proprieties of the passenger shall in no case exceed the limits imposed by the Athens Convention of 13/12/74 as modified by the London Protocol 19/11/74 or the CVV (Convention International relative au Contrat de Voyage) signed in Bruxelles 23/4/70 or the Codice di Navigazione Italiano whichever applicable.

#### **EMBARKATION**

Passengers with vehicle have to check-in at least two hours before scheduled sailing time (to and from Tunis three hours). Foot passengers have to check-in at least one hour prior to scheduled sailing time (to and from Tunis, two hours). Passengers arriving late for check-in loose their reservation and embarkation cannot be guaranteed any more. The vehicles are called for embarkation in the sequence decided by the Master of the vessel or his subordinates and can be parked on any of the vessel's decks.

#### **PASSPORT**

Citizens of an EU country: for Tunisia, a valid passport is required; for Italy, Spain, France and Malta a valid ID-card is sufficient.

Citizens of a non European country: need a valid passport and an alien's residence permit or visa for a country belonging to the Schengen zone.

#### **HEALTH AND VACCINATION**

Passenger are presumed in sound health, both physically and mentally and suffering from no illness, complaint or infirmity, and are aware of the fact that the vessels do not carry a physician unless the number of passengers on board exceeds 500. However the vessel disposes of a first aid station and a cabin/hospital.

#### **INSURANCE**

The carrier's liability is covered by the insurance issued by his P&I Club but is limited to the carrier's liability towards third party.

Passengers are strongly advised to buy insurance coverage for cancellation waiver, luggage, travel accidents and repatriation. For vehicles see here below.

#### **ACCOMPANIED VEHICLE**

The vehicle will be embarked and disembarked by the passenger. Once parked on the vehicle deck in the allocated space, the engine has to be shut off, a gear inserted and the hand break pulled. The vehicle has to be closed by key. The vehicle will not be accessible during the voyage.

Vehicles with engines running on LPG. Only vehicles corresponding to the norms issued by the Italian Ministry of Transport are accepted for carriage. Such correspondence has to result from the car licence. During the journey the interception valves of the LPG tank have to be closed. At time of booking any vehicle running on LPG has to be specifically mentioned.

The Passenger has to be in possession of all documents required for the disembarkation of the vehicle at the port of destination. The Carrier declines any liability for difficulties arising from lack of, or faulty documentation. Any cost, foreseen or not, arising for disembarking the vehicle for custom duties, import licence, handling fees, demurrage and others are at the passenger's account. Vehicles can contain only passenger's own luggage and personal belongings. Any damage caused by the passenger's vehicle to other vehicles, the vessel or any third party is the liability of the passenger who has to pay for the damage, either himself or through his insurance company. In any case the passenger will be obliged to sign, before disembarking, a declaration of liability for the damage caused. We recommend covering the risk of transport by sea with an adequate insurance policy; the Carrier does not provide any insurance coverage except for his own liability.

#### **LUGGAGE**

Only personal belongings are allowed to be carried in the passenger's luggage. In particular the passenger's luggage shall not include goods carried for commercial purposes. No dangerous and hazardous goods are allowed. (Dangerous and hazardous goods include, but is not limited to, arms, ammunition, drugs).

Passengers are invited to take with them all the luggage necessary for the crossing, the garage will not be accessible while the vessel is at sea. The carrier does not accept any liability for valuables, money, documents, jewellery, etc. kept in the baggage, in the cabin, in the vehicle or in a luggage deposited in the baggage room.

Cabin passengers are allowed to take one baggage to the cabin. Passengers travelling in reclining seat or as deck passengers can only take one small hand luggage with them. Any exceeding pieces, not fitted in the passenger's vehicle, to be deposited in the vessel's baggage room (paying).

Household good and other heavy items have to be check-in and are carried in the garage (paying)

#### **CURRENCY**

The official currency on board is the Euro. There is no exchange facility on board. Cheques are not accepted.

#### **CHILDREN**

Children's discounts are specified on the schedule of fare. The age of the children has to be proved. The date of reference is the day of sailing.

#### **PETS**

Sorry, but pets are not allowed in the cabins and other passenger areas. They have to travel in the kennel and wear the muzzle. Dogs of races considered dangerous and animals that by general standards are not considered pets are not allowed on board.

Pets must be accompanied by the European Pet Passport.

#### **TERMINATION OF CONTRACT BY THE PASSENGER**

Cancellations must be received in writing by Naples head office. Cancellation fees apply as follows:

Normal fare ticket: Pullman seat and Deck passage: the ticket is not refundable  
Cabin passage: 10% penalty (plus fix dues) up to 30 days prior to sailing  
30% penalty (plus fix dues) from 29 to 7 days prior to sailing  
50% penalty (plus fix dues) from 6 to 2 days prior to sailing  
100% penalty (plus fix dues), 1 day or less from departure and no show

"SuperBonus" and "low cost" fare tickets and tickets issued with return discount are not refundable, not even partially

The passage contract shall be transferable by the Passenger in the event that he is prevented from proceeding but only to the extent that such transferability is permitted by the applicable national law on the conditions set out therein but no further or otherwise.

Cancellations received after 19.00 hours are considered as received the next day. Cancellations received after 12.00 noon on Saturday are considered as received on the following Monday. Italian or local public holidays are considered as Sunday.

#### **MODIFICATION OF BOOKING**

Bookings can be changed until 2 days prior to sailing, subject to a penalty of € 30 per ticket:

Modification within 2 days of sailing is subject to cancellation fees.

Modification can be made only through the Agent that sold the ticket or with the offices of Grimaldi Ferries.

Tickets with return discount can only be modified prior to the outward journey.

#### **TERMINATION OF CONTRACT BY THE CARRIER**

The Carrier is entitled to cancel at any time any voyage for exceptional circumstances or force majeure without any obligation other than to refund the moneys paid by the passenger.

Should the carrier cancel a voyage for other reasons and not attributable to the consumer, the carrier will refund to the passenger the double of the moneys already paid at the time of such cancellation.

#### **CLAIMS**

If the Passenger is of the opinion that the Carrier, any Performing Contractor or any of their servants or agents have failed to perform properly the service, the Passenger shall immediately inform an official of the Carrier or the Performing Contractor as appropriate of such complaint; and notify the Carrier of such complaint in writing within 10 days of disembarkation. Passed this delay, claims cannot be considered anymore.

#### **SMOKING**

The Italian law prohibits smoking in all areas inside the vessel

#### **DIRECTIVE 98/41/EU concerning the registration of persons on board passenger vessels**

When booking the client has to provide the following information: name, first name, nationality, date of birth, number of ID document. Furthermore the passenger can indicate specific necessities for care and/or assistance in emergency situations. All personal data will be handled in conformity with the Italian law n. 675 of 31/12/1996.

#### **GOVERNING LAW**

Subject to any limitations and or different rules imposed by national law, the Passage Contract is ruled by the Italian Law.