



**GENERAL TERMS AND CONDITIONS OF CARRIAGE OF PASSENGERS, THEIR
BAGGAGE AND ACCOMPANYING VEHICLES
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1. Definitions

For purposes of these “*General Terms and Conditions of Carriage of Passengers, their Luggage and Accompanying Vehicles*” (hereinafter, also simply the “*General Terms and Conditions*”), the following terms have the following meanings: “*Passenger*”, each person (other than *Drivers*) carried on the basis of a ticket of passage (*Print Ticket*) issued - also electronically - by Adria Ferries S.p.A. or by agencies and/or parties authorised to do this; “*Person with disability*” or “*Person with reduced mobility*”, any person whose mobility is reduced as a result of age or any physical disability (sensory or motor, permanent or temporary) or mental impairment, and whose condition requires appropriate care and adaptation of the service normally provided to all *Passengers* in order to satisfy the specific needs of that person; “*Driver*”, each driver of *coaches*, agricultural or work vehicles, *trucks*, *trailers*, semi-trailers, *road trailers*, vehicles being exported and, in general, any commercial vehicle or vehicle equipped to transport goods; “*Company*”, Adria Ferries S.p.A., a company different to a tourist operator, a travel agent or a ticket seller, which supplies - directly using its own vessels or vessels made available to it or through other shipping companies hired for this purpose - services of carriage of *Passengers* with luggage and/or accompanying vehicle; “*Performing carrier*”, a party other than Adria Ferries S.p.A. who effectively performs carriage, partially or entirely; “*Carrier*” or “*Maritime carrier*”, the *Company* and/or the performing carrier, as the vessel used for the carriage governed herein may form part of the Adria Ferries S.p.A. fleet or the fleet of another performing carrier; “*Vessel*”, the seafaring vessel used for maritime transport; “*Contract of carriage*”, the contract of carriage between the



Company and the *Passenger* for the latter's carriage by sea, with or without luggage, on the journey indicated in the contract; "*Ticket*", the currently valid document or other supporting document of a contract of carriage; "*Booking*", the booking for the specific departure on a *Passenger* service; "*Subject-matter of the contract*", the carriage service as governed by Arts. 396 *et seq.* of the Shipping Code; "*Financial compensation*", the compensation that the *Passenger* may claim from the *Company* in cases of proven delay in arrival at the final destination, when said time has been indicated by the *Company* itself at the moment when it agrees to perform the carriage service.

2. General aspects

Adria Ferries S.p.A. undertakes to carry the *Passenger*, their luggage and any accompanying vehicle under the terms and conditions specified hereunder. The liability of Adria Ferries S.p.A. for damages to the *Passengers* and for the damage to and/or loss of luggage and vehicles, is subject to Italian law, to international conventions on this matter (where approved and enforced in Italy) and to these *General Terms and Conditions*. The maritime carriage service refers to the journey indicated on the ticket and includes accommodation on board of the *Passenger* and any accompanying vehicle. Any accessory services supplied by the *Company* do not constitute a part of the contract. The *Company* therefore agrees to carry the *Passengers*, their luggage and accompanying non-commercial vehicles, in accordance with these *General Terms and Conditions*, which, in contrast, do not govern the carriage of *coaches*, agricultural or work vehicles, *trucks*, *trailers*, semi-trailers, *containers*, *road trailers*, vehicles being exported and, in general, any commercial vehicle or vehicle equipped to transport goods, commissioned by the *Shipper* from Adria Ferries S.p.A., nor the relative *Drivers* (for which reference is made to the *General Terms and Conditions of Carriage of Commercial Vehicles and Drivers*) and the carriage of goods on *Pallets* (for which reference is made to the *General Terms and Conditions of Carriage of Goods on Pallets*). These *General Terms and Conditions*, which have also been drafted in English and in Albanian, have been drafted in absolute compliance with the pertinent laws and, in particular, with Reg. (EU) no. 1177/10 (*concerning the rights of passengers when travelling by sea and inland waterways*), Reg. EC no. 392/09 (*on the liability of carriers of passengers by sea in the event of accidents*), which transposed the Athens Convention of 1974 (*relating to the carriage of passengers and their luggage by sea and the 2002 protocol of the Convention*), the Shipping Code, the Italian Civil Code and the Italian Consumer Code. For greater clarity, it is specified that the aforementioned Reg. EC no. 392/09 introduces the regulations governing liability and insurance





coverage for the carriage of *Passengers* by sea, as defined in the pertinent provisions: *a)* the Athens Convention of 1974; *b)* the *IMO* Reservation and Guidelines for Implementation of the Athens Convention adopted by the Legal Committee of the *IMO* on 19 October 2006. In order to allow a *Passenger* who is waiting to embark to obtain appropriate and comprehensible information on their rights, it is specified that, also pursuant to Art. 7 of Reg. (EC) no. 392/09 and Arts. 22 and 23 of Reg. (EU) no. 1177/10, in addition to these *General Terms and Conditions* and any amendments and/or additions to them, the regulations referenced here above, the Athens Convention of 1974, and also the *IMO* Reservation and Guidelines for Implementation of the Athens Convention adopted by the Legal Committee of the *IMO* on 19 October 2006, may be consulted at the offices and shipping agencies of the *Company*, at the port *terminals* of the Shipping Company, in the control rooms on board ship and also on the *website* of Adria Ferries (and may also be downloaded from the website, together with the relative summaries and extracts, in *PDF* format). In accordance with the above and in order to provide appropriate protection of *Passengers*, with purchase of the ticket (and, therefore, entry into the contract of carriage), these *General Terms and Conditions* and any amendments and additions to them (available to users at the offices and shipping agencies of the *Company*, at the port *terminals* of the Shipping Company, in the control rooms on board ship, and also on the *website* of Adria Ferries S.p.A. - www.adriaferries.com), even when not signed, are considered to be known and accepted by the parties to the contract, to all legal intents and purposes, and must therefore be observed in full.

3. The service of carriage supplied by the Shipping Company

Pursuant to the provisions of the aforesaid Athens Convention of 1974, the carriage by sea by the *Company* will comprise the following phases: *a)* for the *Passenger* and/or their cabin luggage, the phase in which they are on board the vessel after embarking and before disembarking, excluding the period in which the *Passenger* is the harbour station or in a maritime *terminal* or on the quay or in another port installation or is performing loading and unloading operations of their vehicle on the vessel's ramp, and also transit, movement and positioning of the vehicle in the vessel's *garage* (all operations performed by the *Passenger*, under their own responsibility and completely independently); *b)* for the cabin luggage, also in the phase when the *Passenger* is in a harbour station or a maritime *terminal* or on the quay or in another port installation, when the luggage has been consigned to the *Carrier* or its representatives or assistants and has not yet been re-delivered to the *Passenger*; *c)* for the accompanying vehicle (to be intended as luggage which is not cabin





luggage), the period of time between the moment when the vehicle is consigned to the *Carrier* or to its representatives or assistants (and therefore when the *Passenger* has completed the loading and unloading operations on the vessel's ramp, movement, transit and positioning in the vessel's *garage*) and the moment when it is re-delivered to said *Passenger* (following docking of the vessel in the port of destination and before the *Passenger* has performed movement, transit and unloading of the vehicle on the vessel's ramp).

4. Validity of the ticket

Pursuant to Art. 399 of the Shipping Code, the ticket is personal and non-transferable and only valid for the journey specified on it. The *Passenger* is required to keep the ticket diligently to justify the right to travel and to exhibit it to any officer of the vessel or representative of the *Carrier* who requests this.

5. Prices of passage

The price of passage indicated on the ticket is the one according to the rate applied by the *Company* at the ticket issue date. The rate is not fixed and is subject to reductions or increases. Special discounts and reductions cannot be applied retroactively to tickets already issued. Price quotations do not guarantee places on the vessel. If the *Passenger* purchases the ticket through the *website* ("on-line purchase"), the contract of carriage is entered into only when the *Passenger* has accepted these *General Terms and Conditions*, on the basis of the specific electronic procedure contemplated therein, and the booking system has communicated the booking reference number and the ticket number (non-receipt of the *Internet ticket* will not affect the issue of the *ticket* already confirmed on the screen). The ticket prices refer solely to carriage by sea and do not take account of any indemnity due to the *Company* as a consequence of the *Passenger's* withdrawal, the costs paid by the *Passenger* for the booking and/or to change the ticket that may be requested by the travel agencies or by the shipping agencies of the *Company* and any other sum due to the *Company* (all of which will be calculated by the *Company* itself and communicated promptly to the *Passenger*). Meals are not included in the price of passage, unless they have been purchased together with the ticket. Meals are paid for directly on board the vessel. Port taxes and, in general, any other levy associated with embarkation and disembarkation of the *Passenger* and the accompanying vehicles, are not included in the price of passage, but will be expressly indicated in a separate item on the ticket. In the case of a booking and issue of a ticket to a *Passenger* who requires an invoice, said *Passenger* must request issue of the invoice when making the booking and provide all the





information required by law (including the “*Recipient Code*” and *PEC* e-mail address). In the case of a booking and issue of a ticket to a *Passenger* who requires an invoice issued to a public entity, said *Passenger* must request issue of the invoice when making the booking and indicate the details of the party to whom the invoice must be issued, such as: (i) company name; (ii) tax code/VAT number; (iii) *Recipient Code*; (iv) IPA code; (v) tender identification code (CIG); (vi) single project code (CUP); (vii) e-mail address and/or *PEC* e-mail address; (viii) any other information required by law for this purpose.

6. Reductions of the prices of passage

Reductions of the prices of passage must be requested by those who are entitled to them before the ticket is issued and after supporting documentation has been produced. The reductions granted by the *Company* will be published in the information brochures periodically distributed and indicated on the *Company's website*.

7. Open tickets

Open tickets will be valid for a period of six months from the issue date. The place on board for the desired date should be booked sufficiently ahead of time, particularly in high season. Performance of the service by the *Company* on the date chosen by the *Passenger* will be subject to availability of places on board in all cases. The *Passenger* will be required to pay any differences in rate on boarding the vessel.

8. Stolen and/or lost tickets

The *Company* must be informed promptly of the loss or theft of a ticket and will block said ticket. In the event of theft, the *Passenger* will be issued with a duplicate on the day of departure at the port of embarkation, at no extra cost, only if the report filed with the competent authority is presented. In the event of loss before departure, the *Passenger* must pay solely a ticket reissue fee, on the planned day of embarkation, to obtain a duplicate of the original ticket, with the same accommodations originally assigned. In the event of loss of the ticket during the journey, the *Passenger* must inform the Master and/or the Purser immediately and will be required to pay solely the *ticket* reissue fee. If the loss is not reported, the *Passenger* will be required to pay double the price of passage as far as the port of destination, without prejudice to the right of the Shipping Company to obtain compensation of any further damages.



9. Change of ticket on the *Passenger's* request

If a ticket is changed on the *Passenger's* request, the shipping company may demand payment of a fixed fee of € 25.00, plus the taxes due, the *bunker surcharge* and the difference in rate (if the rate has changed with respect to the original one), or, alternatively, may request payment of the lump-sum amount indicated previously on the *website* of Adria Ferries S.p.A. *Passenger* tickets with accompanying vehicles issued at a promotional rate or under particular and/or special conditions cannot be changed. Any change to the ticket requested by the *Passenger* will not give the right to refunds.

10. Withdrawal of the *Passenger*, non-embarkation and refunds

Once it has entered into the contract of carriage following the procedure referred to in art. 5 above, the Shipping Company may no longer withdraw from it. In contrast, pursuant to Art. 1373 of the Italian Civil Code, the *Passenger* has the right to withdraw, to be communicated to the *Company* in writing, in accordance with the following methods: (i) withdrawal communicated from the moment of booking and up to twenty days before departure: a fee equal to 20% of the ticket price is payable by the *Passenger*; (ii) withdrawal communicated from nineteen days and up to five days before departure: a fee equal to 30% of the ticket price is payable by the *Passenger*; (iii) withdrawal communicated from five days and up to one day before departure: a fee equal to 50% of the ticket price is payable by the *Passenger*; (iv) withdrawal communicated after said times: a fee equal to 100% of the ticket price is payable by the *Passenger*. These regulations will also apply to open tickets when rendered such by conversion from a *standard* ticket; in this latter case, the amount of the fee that the *Passenger* must pay to the *Company* will be established by referring to the vessel departure date as indicated on the *standard* ticket and the moment when conversion of said ticket takes place. Pursuant to Art. 401 of the Shipping Code, a *Passenger* who has not communicated withdrawal beforehand, in the normal manner, but does not show up for embarkation or does not board the vessel indicated on the boarding card after checking in, will not be entitled to any refund of the price paid, even partial, and must pay the full price of passage, if this has not already been paid in full. Pursuant to Art. 400 of the Shipping Code, tickets originally issued as open tickets may be refunded within their validity times, with payment of a 10% fee to the Shipping Company. All fees referred to in this article will be calculated on the total passenger rates, vehicles booked, surcharges and taxes, in all cases. Calculation of the withdrawal times starts from the day after the date of cancellation, up to and including the departure date. It is understood that, should withdrawal

occur after the vehicle has been loaded onto the vessel by the *Passenger*, without prejudice to the above, said *Passenger* must immediately unload the vehicle, at their own expense and under their own responsibility, and may be required to refund the costs and compensate the damages that said circumstances have caused to the *Company*. Should said unloading not be performed promptly, for any reason, the vehicle may be unloaded by the *Company* and positioned on the quay or placed in the equipped depot at the risk and expense and under the responsibility of the *Passenger* or, alternatively, may be left on board, in which case the *Passenger* will pay all the freight rates for the sections of the journey during which the vehicle has remained in the vessel's garage, up until the moment of its effective unloading. Pursuant to Art. 402 of the Shipping Code, if departure of the vessel is prevented by reasons beyond the control of the *Carrier*, the contract is terminated and the *Carrier* shall be liable solely for refund of the ticket price, where already paid. In this case, no refund will be due from the Shipping Company when non-embarkation is a consequence of: (i) the *Passenger* exhibiting documentation that is not valid for disembarkation in the port of destination; (ii) the person arriving alongside for embarkation not being among the names indicated on the ticket; (iii) safety reasons, even if the *Passenger* arrives within the times indicated above. The *Company* will also not refund tickets issued at special rates and under special conditions.

11. Information, assistance and rights of the *Passenger* in the event of cancelled or late departure of the vessel

In the event of cancelled or late departure of the vessel, the *Passenger* will be guaranteed all the information, assistance and rights laid down by Arts. 16, 17 and 18 of Regulation (EU) no. 1177/10, with the exemptions envisaged by Art. 20 of said Regulation (indicated below): “1. Articles 17, 18 [...] shall not apply to *Passengers* with open tickets as long as the time of departure is not specified, except for *Passengers* holding a travel pass or a season ticket. 2. Articles 17 [...] shall not apply if the *Passenger* is informed of the cancellation or delay before the purchase of the ticket or if the cancellation or delay is caused by the fault of the *Passenger*. 3. Article 17(2) shall not apply where the *Carrier* proves that the cancellation or delay is caused by weather conditions endangering the safe operation of the ship”).

12. Right of the *Passenger* to “financial compensation” in the event of late arrival

In the case of late arrival of the vessel at its final destination, when the arrival time has been indicated beforehand by the *Carrier* on the ticket and it is liable pursuant to the following Art. 16, the *Passenger* may request application of the so-called *financial compensation* from the *Carrier*. In



that case, pursuant to Art. 19 of Reg. (EU) no. 1177/10, the *Passenger* will be entitled to compensation of 25% of the ticket price for a delay of two hours in the case of a scheduled journey of more than four hours, but not exceeding eight hours, or three hours in the case of a scheduled journey of more than eight hours, but not exceeding twenty-four hours; if the delay exceeds double the time indicated, the *financial compensation* shall 50% of the ticket price. The exemptions of Art. 20 of the Regulation (indicated below) always apply: “1. *Article 19 shall not apply to Passengers with open tickets as long as the time of departure is not specified, except for Passengers holding a travel pass or a season ticket. 2. Article 19 shall not apply if the passenger is informed [...] of the delay before the purchase of the ticket or if [...] delay is caused by the fault of the Passenger [...] 4. Article 19 shall not apply where the carrier proves that the [...] delay is caused by weather conditions endangering the safe operation of the ship or by extraordinary circumstances hindering the performance of the passenger service which could not have been avoided even if all reasonable measures had been taken.*”).

13. Check-in, cancellation of departure or change in itinerary, late departure and suspension of the vessel's journey

The timetables and the routes indicated in the illustrative brochures are indicative and may therefore be subject to variation: before arriving for embarkation, the *Passenger* must check the timetables and routes of the chosen journey at the shipping agencies of Adria Ferries S.p.A. or on the *Company's website*. Pursuant to Arts. 402, 403 and 404 of the Shipping Code, in cases of objective need and/or force majeure and/or, in any case, for reasons of safe navigation and safety of the *Passengers*, the *Company* may - with a simple refund of the price of passage paid - cancel the announced departure, add or omit ports of call, start the journey at a different port to the one established, transfer the vessel to another line, replace the vessel initially indicated for that journey, bring forward or delay the departure date, proceed without pilot, tow and assist other vessels in any circumstance, reroute from the ordinary route in any direction, for any distance and for any reason linked to compliance with the legal duties placed on the Master and, in that sense, dock - both before and after departure - at any port or ports that are or are not located along the vessel's route, even in the opposite direction or beyond the usual route, both turning back or advancing in any order and for any purpose, one or more times, transfer the *Passenger* and the vehicle onto any other vessel and/or means of transport, belonging to the *Company* or not, and headed towards the port of destination. Pursuant to Art. 405 of the Shipping Code, if the vessel's journey is interrupted as a



result of force majeure, the price of passage will be due in proportion to the part effectively used; however, the *Carrier* shall be entitled to the full price if, within a reasonable time and at its expense, it arranges for the *Passenger* to continue the journey on a vessel with similar characteristics and provides board and lodging in the meantime, if this was included in the price of passage. The departure and arrival times indicated by the *Company* are intended as “*pilot pick-up station to pilot pick-up station*”. Pursuant to Art. 401 of the Shipping Code, the *Passenger* holding a ticket must not embark directly, but must go to the harbour station of embarkation at least three hours before departure (valid also for groups) to collect the boarding card. The *Passenger* must have a passport or other recognised document, and any international visas and certificates of vaccination required. If the *Passenger* does not arrive for embarkation within that time, the *Company* will be entitled to payment of the price of passage; however, said sum will not be due from the *Passenger* if the *Company*, after duly authorising the *Passenger* to transfer the ticket, has already collected the price of the transferred ticket from the new *Passenger*. In this case, the transferring *Passenger* must nonetheless pay to the *Company* commission on the price of the ticket equal to ten percent of its amount. It is agreed that the *Company* will be entitled to refuse embarkation if the *Passenger* has presented documents that are not valid for foreign travel. In this case, as when embarkation is prevented by a decision of the Supervisory Authority, no refund will be due to the *Passenger*.

14. Loading and unloading of vehicles

All vehicles are to be considered as “*not equipped to transport goods*”. The lengths of the vehicles are to be considered as length overall, including hooks, hitches, rudders or other. *Camper vans*, *caravans*, SUVs or other vehicles exceeding 1.80 metres in height from the ground must be indicated at the moment of booking and shown on the ticket. During the booking phase, the *Passenger* must indicate the correct measurements, type, registration number of their own vehicle and if it is LPG or methane fuelled; in the case of untruthful declarations, payment of the relative price differences and the “*fees*” to change the *ticket* will be required. In the case of failure to comply with these obligations and consequent breach of contract of the *Passenger*, the *Company* may decide to cancel the booking, without prejudice to compensation of the damages suffered, and also refuse to load the vehicle and/or place it on the waiting list of the day and/or order its immediate unloading at the risk and expense and under the responsibility of the *Passenger*. Transit on the loading and unloading ramp, loading, positioning on board in the space assigned, unloading





and also transfer of the vehicle from the parking space to the vessel and/or its transfer from the vessel to the parking space are not activities of the *Carrier* and will always be performed by the *Passenger*, at their own risk and under their own exclusive responsibility, even when they receive advice from the crew on movement of the vehicle. The vehicles will be loaded and unloaded in the order and according to the criteria established each time, for reasons of safety, by the Master and/or by his assistants and representatives. LPG and/or methane fuelled vehicles will be parked in a *specific* section of the ferry's *garage*. Once the operations of passage on the loading ramp, loading, transit and movement in the vessel's *garage* have been completed, and also positioning on board - all operations performed directly by the *Passenger* - each vehicle, once again for reasons of safe navigation, will be parked by the *Passenger* with the engine and the lights switched off, with the handbrake engaged and in gear, and with all the doors firmly closed and locked. The keys will never be given to the crew and must be kept by the *Passenger*. In emergencies, the *Passenger* must remain at the disposal of the *Company* and follow its instructions. When the vessel docks at the port of destination, the *Company* will have completed its service and the *Passenger* will immediately collect the vehicle (without impeding and/or delaying the normal flow of the other vehicles being unloaded) for performance of the transit, movement in the vessel's *garage*, passage on the ramp and unloading operations. If the *Passenger* does not collect the vehicle immediately or does not proceed promptly with the unloading operations described, as a result of not being present or due to malfunctioning or breakage of the vehicle or for any other reason, the *Company* - in order to avoid damaging the rights of the other *Passengers* - may proceed to unload said vehicle, positioning it on the quay or placing it in the equipped depot, at the risk and expense and under the responsibility of the *Passenger*, or leave it on board. In this latter case, the *Passenger* will pay all the freight rates for the sections of the journey during which the vehicle has remained in the vessel's *garage*, up until the moment of its effective unloading. During operations to load vehicles onto the vessel and to offload them via the loading ramp, loading, unloading, transit and movement in the vessel's *garage*, and also positioning in the assigned spaces (all operations performed by the *Passenger* completely independently), the *Passenger* will be solely liable for any damages: *a*) to their own vehicle, to the goods and anything else contained therein, *b*) to their own person and to the people present in the vehicle, *c*) to third parties, to their vehicles, their goods and/or luggage, *d*) to the crew, to the vessel and to its appurtenances, furnishings and equipment. Said vehicle, including any trailer and/or



caravan, with its contents, is accepted by the *Company* as a single cargo unit, without declaration of value.

15. Lashing and/or unlashng of vehicles and any impact during navigation

In compliance with the provisions of the 1974 SOLAS Convention and the *Cargo Securing Manual* referred to therein, and also - in general - those on safe navigation and safety of *Passengers*, the lashing operations of the vehicles loaded by *Passengers* will be performed by crew members or by the employees of the loading company. Said operations, as envisaged by law, will only be performed (a) in the presence of adverse weather conditions, as there is no obligation for the crew to perform these operations in the presence of calm seas and/or low winds - and (b) to avoid the vehicles swaying from side to side as a consequence of rolling and/or pitching of the vessel during navigation, and not to prevent their movement forwards or backwards in a longitudinal direction, which is prevented by engaging the parking brake and placing the vehicle in gear when loading of the vehicles on the vessel is completed (the latter operations being performed exclusively by the *Passenger*). For the same reasons, unlashng operations will also be performed by the crew members or by the employees of the unloading company and never by *Passengers*. In accordance with the above and due to the specific function of lashing and unlashng operations (as identified by law), the owners of vehicles that move forwards or backwards in a longitudinal direction during navigation and hit other vehicles or parts of the vessel will be solely liable for the damage caused, even if the vehicles have not be lashed or after they are unlashng, and must therefore compensate the damaged party.

16. Carrier liability

Pursuant to Art. 408 of the Shipping Code and Art. 20 of Reg. (EU) no. 1177/10, the *Company* will be liable for the damages caused to the *Passenger* as a result of delayed arrival or cancellation of the transport, unless it proves that the event is the result of chance, force majeure, adverse weather and sea conditions, strikes and technical faults constituting force majeure or other causes beyond its control. Furthermore, pursuant to Art. 3 of the Athens Convention of 1974 (transposed into Italian law in accordance with Reg. (EC) no. 392/09), the *Company* will be liable for damages deriving from death or personal injury of a *Passenger* caused by a shipping incident: (1) to the extent that such loss in respect of that *Passenger* on each distinct occasion does not exceed 250,000 units of account, unless the *Carrier* proves that the incident: a) resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; b)



was wholly caused by an act or omission done with the intent to cause the incident by a third party; (2) to the extent that such loss in respect of that *Passenger* on each distinct occasion exceeds 250,000 units of account, unless the *Carrier* proves that the incident occurred without the fault or neglect of the *Carrier*. For the loss suffered as a result of the death of or personal injury to a *Passenger* not caused by a shipping incident, the *Carrier* shall be liable if the incident which caused the loss was due to the fault or neglect of the *Carrier*. In that case, the burden of proving fault or neglect shall lie with the claimant. For the loss suffered as a result of the loss of or damage to cabin luggage (or undelivered luggage), the *Carrier* shall be liable if the incident which caused the loss was due to its fault or neglect. The fault or neglect of the *Carrier* will be presumed whenever the *Passenger* is able to prove that the damage has been caused by a shipping incident; if that proof is not provided or the damage has not been caused by a shipping incident, the burden of proving the fault or neglect of the *Carrier* lies with the *Passenger*. For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage (or delivered luggage), the *Carrier* shall be liable unless the *Carrier* proves that the incident which caused the loss occurred without the fault or neglect of the *Carrier*. For purposes of this article: a) “shipping incident” means shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship; b) “fault or neglect of the *Carrier*” includes the fault or neglect of the servants of the carrier, acting within the scope of their employment; c) “defect in the ship” means any malfunction, failure or non-compliance with applicable safety regulations in respect of any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of *Passengers*, or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving at or leaving berth or anchorage, or damage control after flooding; or when used for the launching of life saving appliances. The liability of the *Carrier* under this article only relates to loss arising from incidents that occurred in the course of the carriage. The burden of proving that the incident which caused the loss occurred in the course of the carriage, and the extent of the loss, lies with the claimant.

17. Exemption from carrier liability

Without prejudice to the provisions of the following Art. 19, the *Carrier* shall not be liable for the loss of or damage to objects of value (including, but not limited to, cash, securities, *traveller’s cheques*, gold, silver, jewellery, works of art or other objects of value), unless said objects are deposited with the *Carrier* and it has agreed to keep them in a secure place; in that case, the *Carrier* will be liable up to the limit envisaged by Art. 8(3) of the Athens Convention of 1974 (as



transposed by Reg. (EC) no. 392/09), subject to a deductible of 149 units of account, in accordance with paragraph 8(4) of said Convention. In accordance with Art. 412, p. III, of the Shipping Code, the *Carrier* shall not be liable for the loss and/or the damage of luggage or objects that are not delivered or that are placed inside the embarked vehicle, as said goods (undelivered) always travel at the risk and under the responsibility of the *Passenger* and the *Passenger* is likewise expressly forbidden from leaving said objects inside the unattended vehicle. Without prejudice to the exemptions from liability of the *Carrier* in the cases indicated in Art. 16 above, the *Carrier* shall not be held liable, if - in accordance with Art. 6 of the Athens Convention of 1974 - it proves that the death of or personal injury to a *Passenger* or the loss of or damage to their luggage was caused by the fault or neglect of the *Passenger*. In any event, in accordance with Art. 408 of the Shipping Code and Art. 3 of the Athens Convention of 1974, the *Company* will not be liable for damages and/or losses attributable to acts of vandalism or negligent and/or malicious conduct of third parties.

18. Compensation limits

The liability of the *Carrier* for the death of or personal injury to a *Passenger* shall be limited to what is indicated in Art. 7(1) of the Athens Convention of 1974. The liability of the *Carrier* in the case of loss of or damage to cabin luggage will be limited to what is indicated in Art. 8(1) of the Athens Convention of 1974, from which an agreed deductible of 149 units of account shall be deducted, in accordance with Art. 8(4) of said Convention. The liability of the *Carrier* in the case of loss of or damage to vehicles will be limited to what is indicated in Art. 8(2) of the Athens Convention of 1974, from which an agreed deductible of 330 units of account shall be deducted, in accordance with Art. 8(4) of said Convention. The liability of the *Carrier* in the case of loss of or damage to other luggage will be limited to what is indicated in Art. 8(3) of the Athens Convention of 1974, from which an agreed deductible of 149 units of account shall be deducted, in accordance with Art. 8(4) of said Convention.

19. Costs paid by the *Passenger* in the case of their personal injury or loss of or damage to cabin luggage and/or luggage other than cabin luggage

Pursuant to Art. 15 of the Athens Convention of 1974 (as transposed by Reg. (EC) no. 392/09), in order to allow the *Carrier* to provide the *Passenger* with all appropriate assistance and thus reduce, where possible, the damage suffered: *i*) in the case of loss and/or damage to cabin luggage (or undelivered luggage), personal injury suffered by a *Passenger* caused by a shipping incident or causes other than a shipping incident, and also caused by delayed or cancelled departure, the





Passenger must give written notice to the vessel's command or to the shipping agents and/or the officers of the *Carrier* at the time of disembarkation; (ii) in the case of loss and/or damage to luggage other than cabin luggage (or delivered luggage), other personal effects contained in it or to the accompanying vehicle, the *Passenger* must give written notice to the vessel's command or to the shipping agents and/or the officers of the *Carrier* at the time of its re-delivery or on the date when re-delivery should have taken place and, in any case, before they are unloaded by the *Passenger*. In the cases of (i) and (ii) above, the *Passenger*, in order to allow the *Carrier* not to cause damage to other *Passengers*, must also fill out and sign, on disembarking from the vessel, the "damage report" provided by the *Carrier*. Said document will also be signed by the vessel's command solely to confirm receipt, without this constituting an admission of any liability and/or fault of the Shipping Company. If the *Passenger* fails to comply with this article, it shall be presumed, unless the contrary is proved, that the *Carrier* has met all its obligations.

20. *Passenger's obligation to comply with regulations*

The *Passenger* must comply with laws (Italian and foreign), these *General Terms and Conditions*, and also any rules of the *Company* on the carriage governed herein. The *Passenger* also undertakes to comply with the *Company's* orders banning smoking in the interior parts of the vessel. The *Passenger* will also be held liable for all penalties, fines and expenses imposed on the *Company*, as a result of the *Passenger's* actions, by the port authorities, the customs authorities, the health authorities and/or by any other authority of any country, without prejudice to the right of Adria Ferries S.p.A. to file a complaint against the *Passenger* responsible, if said actions are criminal offences according to applicable laws. The *Passenger* will be liable for all damage caused directly or through persons or animals under their charge, to the vessel's fittings, appurtenances and accessories and equipment, and also to any other *Passenger*, to their possessions, to subordinate employees or assistants of the *Company*. A *Passenger* who prejudices the safety of the journey, disturbs other *Passengers* and the crew or behaves in a manner to cause them discomfort, hinders the crew in performance of its duties, fails to comply with the instructions of the Master of the vessel and his representatives on correct conduct or compliance with procedures, may be subject to the measures necessary to prevent or limit said conduct, including any enforcement measures laid down by law, and may also be asked to disembark or refused continuation of carriage. Adria Ferries S.p.A. reserves the right not to embark onto its vessels anyone whose behaviour during previous occasions/journeys has breached the provisions of these *General Terms and Conditions*. In



emergencies, each *Passenger* must make themselves available to the Master and the officers and must carry out the orders and instructions received in a disciplined manner. Each *Passenger* must, themselves, at their own expense and under their own responsibility, have their documents checked by the law enforcement authority before embarking, in order to ensure that said documents are suitable for entry into the country of disembarkation and are valid. The Company will not reimburse any amount to *Passengers* who are not authorised by the Border Police to embark or disembark because the documents in their possession are not valid for foreign travel. The Company reserves the right to demand reimbursement from the *Passenger* of any penalties and/or fines it receives as a result of said circumstances.

21. Carriage of unaccompanied minors

Minors must be supervised by their parents and/or by the people responsible for this, who are therefore liable for them, and may not move around the vessel unaccompanied. *Passengers* under 14 years of age cannot travel unaccompanied. The *Company* will not be liable, under any circumstances, for damage to minors in the case of failure to comply with the above provisions. For a minor travelling with a single parent, the written authorisation of the other parent and/or legal guardian for the minor to leave the country is required. With the exception of the above, a *Passenger* between 14 and 18 years of age may only travel alone if in possession of a written authorisation of the person exercising parental authority exonerating the *Company* from any liability.

22. Health conditions of the *Passenger*

The Master will be entitled to refuse passage to anyone who, at his own unquestionable discretion or of the *Company*, are deemed to be in physical, mental or health conditions such as not to allow them to take the journey or to affect, even only potentially, health and safety of other people, or to anyone who, as a result of abuse of drugs, hallucinogens or alcohol, illness, infirmity, or for any other reason, is a danger to others. The *Company* will have the right to carry out health checks and assessments according to the methods deemed most appropriate from time to time. In all said cases, the *Passenger* will not be entitled to indemnity and/or compensation of any kind and will, in turn, be held liable for any damage caused to the vessel, to its fittings and equipment, and to third parties and their possessions. Acceptance of the *Passenger* on board the vessel by the *Company* shall not be considered as a waiver of its right to complain about the *Passenger's* conditions subsequently, even if they are known by the *Carrier* at the moment of embarkation and/or departure of the vessel.



Should issues be raised over the aforementioned state of the *Passenger* during navigation, the Master of the vessel will be entitled to take all legal measures deemed appropriate for the safety of the other *Passengers* and for safe navigation.

23. Pregnant women

Passengers who know that they are pregnant must inform the Master of the vessel before they embark. The vessels are not equipped to provide assistance in pregnancy and childbirth, so *Passengers* who have already completed the twenty-fourth week of pregnancy, at the date of travel, will not be allowed to embark. *Passengers* who are pregnant, but have not completed the twenty-fourth week of pregnancy, may only embark if they notify their state in writing on board and provide beforehand a medical certificate, issued within the 72 hours prior to departure, that expressly authorises the journey and refers specifically to its duration, to be handed to an officer of the vessel. Embarkation will constitute acceptance by *Passengers* of the risks associated with the absence on board of (specialist) assistance and appropriate facilities to manage any emergencies associated with the condition of pregnancy, and also with the specific features of carriage by sea and the consequent difficulties in access to external assistance, and Adria Ferries S.p.A. and all its personnel may therefore not be held liable in any way.

24. *Passengers* requiring special assistance

The *Company* will provide persons with disabilities or persons with reduced mobility with all necessary assistance, during embarkation, disembarkation and while on board the vessel. In accordance with the requirements of Art. 11 of Reg. (EU) no. 1177/10, the *Company* must be notified via e-mail, at least 48 hours before the planned departure and sending the relative documentation, of carriage of *Passengers* with reduced mobility, with disabilities, with illnesses or other persons requiring special assistance (such as a *Passenger* who needs to travel with an oxygen canister). In the case of specific needs, the request must be sent at least five working days before departure. In the aforementioned cases, the *Passenger* must arrive for embarkation ahead of time. The *Company* will do everything it can to provide assistance in embarkation and disembarkation and will provide cabins for the disabled, where possible. Where said cabins are not available, the most suitable and comfortable accommodation and the best assistance will be provided to the *Passenger* with a disability.

25. Explosives and inflammable and/or hazardous materials





For reasons of safety, the *Passenger* is strictly forbidden from including in their luggage or among the possessions they place in their vehicles any industrial residues and/or substances and/or materials that are explosive and/or inflammable and/or corrosive and/or otherwise hazardous for the safety of the vessel and the cargo or for the safety of the other *Passengers* and the crew. It is strictly forbidden to light gas or electric cookers or switch on irons or any equipment with an open flame anywhere on the vessel. In the case of non-compliance with these vetoes, the Master will be authorised to seize or destroy said industrial residues and/or substances and/or materials and/or equipment or to take any other measure deemed most appropriate and the *Passenger* may not claim any compensation for this. The *Passenger* will also be held liable for the consequences of non-compliance and - in the case of transgression - will be subject to a fine equal to 50% of the ticket price, to be paid before disembarking, without prejudice to compensation of the further damages suffered by the *Company* and/or by third parties.

26. Weapons

Once again for reasons of safety, *Passengers* must, on embarking, consign to the Master all cold weapons and/or firearms in their possession, together with the documents, legal permits and any other document required by current laws for the carriage of weapons. *Passengers* who fail to comply may have the weapons confiscated and be reported to the competent judicial authority.

27. Cabin luggage

Pursuant to Art. 410 of the Shipping Code, the ticket price includes free cabin luggage per person up to 75 kg. in weight and containing only the personal effects of the *Passenger*. In the case of excess weight, the *Passenger* will be required to pay a further sum to the *Company*, according to the current rates.

28. Legal lien on luggage

Pursuant to Art. 416 of the Shipping Code, the *Company*, as collateral on its credit with the *Passenger* accruing in performance of the carriage services, will be entitled to a lien on all cabin luggage and on the vehicles in its possession according to the assignments granted by the *Passenger*. Said right shall also have effect to the prejudice of third parties having claims, including real claims, on the property held, if whoever has supplied the services and/or sustained the expenses has acted in good faith. The *Company* may retain the property subject to lien until its credit has been satisfied in full and may also sell it according to the regulations established for the sale of collateral.



29. Uncollected luggage

For reasons of safety and to avoid prejudice to the rights of the other *Passengers*, the *Carrier*, pursuant to Art. 417 of the Shipping Code, may unload uncollected luggage and store it in an appropriate place, at the risk and expense and under the responsibility of the *Passenger*, giving prior notice of this where possible.

30. Passenger's accommodation on board

The *Passenger* will occupy the place indicated on the ticket. For safe navigation and the safety of the other *Passengers*, the Company may allocate the *Passenger* a different place. If the place assigned is of the superior type, payment of the extra rate will not be requested, whereas, for a place of an inferior type, the extra difference paid will be refunded to the *Passenger*, without prejudice to the *Passenger's* right to withdraw from the contract in this case. The cabins must be left free by the *Passenger* at least two hours before arrival in port, to allow unloading operations to be carried out in safety.

31. Pets

Pets (dogs, cats, etc.) are carried free of charge and will only be allowed on board with a valid international health certificate. Dogs must have a muzzle and be kept on a lead. Cats and other types of pet must be transported in pet carriers. In order to comply with health and safety regulations, pets must travel in the special cabins for them (maximum two animals per cabin) or in the vessel's kennel/cattery. Owners will be responsible for feeding them. It is prohibited to take pets to the common areas for walks, so a special outside area is provided, in which dogs must be kept on leads, and with a muzzle if necessary. In partial derogation from the above, guide dogs accompanying a visually-impaired *Passenger* and dogs of the Civil Protection Department possessing the necessary certification and in service are allowed access inside the vessel. The *Passenger* will be liable for any damage caused by their animal to property, to third parties, to the crew, to the vessel and to its equipment and appurtenances. The *Company* accepts no liability for the animals being seized or put to sleep by the health authorities of the port of embarkation and/or disembarkation, or for damages suffered by the animals themselves or as a result of their escape, their loss or their death during carriage or during embarkation and/or disembarkation, unless the wilful misconduct and/or



negligence of the *Company* is proved. The *Passenger* must behave in an appropriate and diligent manner in all cases, in order to avoid and/or prevent the problems indicated above.

32. Complaints

For the handling of complaints in the cases envisaged by Reg. (EU) no. 1177/10, the *Passenger*, according to Art. 24 of said Regulation, must submit the complaint in writing to the *Company* within two months from the date on which the service was performed or when the service should have been performed. Complaints may be submitted in either English or Italian, without distinction. The complaint form can be downloaded from the complaints section on www.adriaferries.it. Complaints may also be submitted without using this form, but will only be examined if they include at least the following information: a) the user's personal details (first name, surname, address) and the details of any representative, in which case a written authorisation and the user's identity document must be attached; b) the details of the journey (date, departure time, origin and destination) and the transport contract (booking code or ticket number); c) a description of the disservice experienced with respect to one or more of the requirements set forth by European or national regulations, by the general terms and conditions of transport or, if adopted, by the services charter.

The complaint must be submitted within two months of the date when the service has been or should have been supplied. The company will reply to the user within one month of receiving the complaint, indicating whether it has been accepted, rejected or is still being examined; in the latter case, it will provide a final answer within two months of receiving the complaint. If no response to the complaint is received within the times indicated in the previous point, the user may: a) use non-judicial dispute settlement procedures; b) lodge a complaint with the Transport Regulatory Authority, using the specific form available on the *website* <http://www.autorita-trasporti.it/site/>.

The *Passenger* has the right to receive an automatic refund commensurate to the price of the ticket for the transport service concerned, in an amount not less than 10% in the case of a reply received between the sixtieth and the ninetieth day of receiving the complaint, or 20% if a reply is not provided within the ninetieth day of receiving the complaint. The refund will not be due in the following cases: a) the amount is under € 6.00; b) the complaint is not sent by the user in the methods, with the minimum information required and in the times indicated in the previous points;





c) the user has already been paid a refund according to this point for a complaint relating to the same journey.

A claims-handling point is present at every port *terminal* of Adria Ferries S.p.A. and on board each of its vessels and each *Passenger* may go there to lodge their complaints and describe what has happened.

33. Jurisdiction, applicable law and court with jurisdiction

In accordance with Art. 34(3) of the Consumer Code (according to which it is not possible to consider as oppressive and therefore unfair “*clauses that reproduce legal provisions or that reproduce the provisions or enacting terms of the principles contained in international conventions*”) and the combined provisions of Art. 17(b) of the Athens Convention of 1974 (as transposed by Reg. (EC) no. 392/09), Art. 5(1)(a) and (b), Art. 15(3) and Art. 23(1) of Reg. (EU) no. 44/01 (*on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters*), and also Arts. 3, 4 e 5 of the Rome Convention of 1980 (*Rome Convention on the law applicable to contractual obligations*) (as referenced by Art. 57 of Law 218/95 - *Reform of the Italian system of international private law*), the contracts of carriage governed here and these *General Terms and Conditions* are subject to the jurisdiction of the Italian courts and to Italian laws. Furthermore, according to Art. 33(2)(u) of the Consumer Code, for any dispute over the validity, interpretation, execution, termination and extinction of the contracts of carriage governed herein and these *General Terms and Conditions*, and thus also for any other aspect or profile relating to them, Ancona Court has sole jurisdiction and the jurisdiction of any other court is excluded.

34. Policy on Passenger personal data, its use and compliance with data protection regulations

Pursuant to Art. 7 of Reg. (EC) no. 392/09 and Arts. 22 and 23 of Reg. (EU) no. 1177/10, the *Company* shall provide the *Passenger* with appropriate information throughout the journey, in accessible formats and in the languages in which it is normally provided to each *Passenger*, focusing particular attention on the needs of people with disabilities or with reduced mobility. For their part, the *Passenger* must provide, in the booking phase, the following information: first name, surname, gender, age, etc. Each *Passenger* must inform the *Company*, on embarkation, of any special needs for care and/or assistance in emergencies. The *Passenger* must communicate any changes in the personal data if it changes between the moment of booking and the moment of embarkation. Personal data will be collected pursuant to Decree Law 251/99, transposing Directive





(EEC) no. 98/41 of 18.06.98 and the regulations on application of the *ISPS* code on anti-terrorism laws.

The complete policy is available at the following link: <https://www.adriaferries.com/it/privacy-policy.html>.