



A company subject to management and coordination by Lauro.it SPA

## GENERAL TRANSPORT CONDITIONS

These conditions indicate the rules to be applied for the transportation of passengers and their effects on the units belonging to the Lauro Group. These regulations are understood to be accepted in full, by the passenger, at the time of purchase of the ticket that expressly refers to them. The contract has as its object transportation as governed by Articles 396 et seq. of the Code of Navigation and European Regulation 1177/2010. The indication of the ship that will perform the transport is merely indicative being possible to substitution with another ship. The carrier shall not be liable for damages from delay or failure or inexact performance of the carriage if the event results from unforeseeable circumstances, force majeure circumstances, adverse weather and sea conditions, strikes and technical failures constituting force majeure or other causes attributable. In the presence of events that may jeopardize the safety of the ship and/or passengers, the Master of the ship has the right to change the itinerary. Advertised fares and conditions are subject to change up to the time of ticket issuance. For matters not covered by these conditions regarding the liability regime in relation to the carriage of passengers, express reference is made to the current rules of the Navigation Code and European Regulation 1177/2010. Until disembarkation, passengers are responsible for their own luggage and its contents, animals, bicycles and/or the like. Crossing times are approximate and calculated based on the distance between ports, under favorable weather and sea conditions. The company cannot be held responsible for delays due to port operations.

### 1. TICKETS

A necessary condition for traveling on the units of the Alilauro fleet is that the passenger has a regular travel document (ticket) that can be purchased at all authorized points of sale and on the online channels.

The ticket constitutes a contract of carriage and must be kept for the duration of the trip.

If the ticket indicates the name of the passenger, as is mandatory for particular routes, or for tickets issued under season tickets, or even, in the absence of such indication, it may never be surrendered.

In case of violation of the above indication, the company will immediately block the subscription itself activating a verification procedures.

The Resident ticket, or issued under reduced and/or subsidized fares, and/or season tickets is strictly personal and valid only if presented to the on-board staff at the time of boarding attached to a valid identification document and/or the relevant season ticket.

Holders of a concessionary ticket may be subject to joint ticket and ID checks by authorized personnel throughout the entire journey.

Presentation of the ticket entitles the passenger to embarkation and transportation to the destination of arrival; in the event that, in the unquestionable judgment of the Master of the Navigation Company or the competent Authorities, there are safety reasons such as to prevent embarkation, the passenger will be denied consent.

The ticket is valid only for the one way of travel indicated on it.

Ticketing is permitted:

- for online purchases up to two hours before departure;
- for tour operators up to one hour before departure;
- at the call center and at stopover ticket offices until the last useful moment suitable for allowing safe boarding.

## 2. LOST OR STOLEN TICKETS

If a ticket is stolen, lost or misplaced, the passenger shall report it to the State Police organs and promptly notify the Company. The passenger shall deliver to the Office of the Company or Agency a copy of the report presented to the competent authorities and pay a new travel ticket

## 3. PASSENGERS WITHOUT OR NOT ENTITLED TO A TICKET

A passenger who is unable to produce a ticket, a holder of a ticket at a concessionary fare who is not entitled to it will be denied boarding and will be subject to the payment of the administrative penalties provided for in Regional Law No. 13 of 13/08/1998 (the administrative penalty and equal to 100 times the amount of the ticket due and in any case not less than € 100.00). In the case of improper use of the travel ticket, the sanction will be the one mentioned above. A passenger who for any reason embarks without a ticket- upon consent from by the Master of the ship- must nevertheless give prompt notice to the ship's personnel so that the crew will proceed to issue the ticket by applying a surcharge of € 10,00. Non-immediate notification of the lack of the ticket, at the time of embarkation, leads to the possibility of being denied boarding.

## 4. TARIFFS

The fares applied by the Navigation Companies belonging to the Lauro Group can be found on the websites companies and are available at the Company's ticket offices.

Children under the age of 2 are granted free passage, with issuance of the "ticket infant," but without being entitled to a seat; if they occupy a seat, payment is due of the ticket.

Children aged 2 to 12 and under are required to pay the child fare. Upon reaching the age of 12 years of age, users are required to pay the full fare.

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

Passengers who are unable to show their tickets, holders of tickets at a concessionary fare who is not entitled to it will be subject to payment of the administrative penalties referred to in Articles 1 and 3 of these General Transport Conditions.

Minors under 18 years of age may not travel on the units of Alilauro spa unless accompanied by person of legal age (eighteen years old).

Residents on the islands served by the connections are granted concessionary fares as disposed by the regional regulations, the issuance of the ticket as conceived may take place only upon presentation, for each individual ticket, of the Identity Card, Passport or of the Resident Card-the only documents from Alilauro spa deemed valid for the purpose of attestation of residency.

The ticket and related document must be shown to the appropriate personnel whenever requested at the time of purchase, check-in, boarding, during the trip, and/or upon disembarkation.

Possession of the ticket in any manner acquired does not exempt the passenger from complying with the rules set forth in these Regulations nor from complying with the Laws and Government Acts as applicable while on board the Company's units/ships. The Company also allows the purchase of tickets on the days preceding the day of departure by applying the surcharge provided for the reservation fee. Passengers interested in receiving the ticket with an invoice must make an explicit request, only and exclusively, before purchasing the ticket at the stopover ticket offices; if purchased online they are required to fill in the specific fields when purchasing the ticket for the electronic invoicing.

## 5. TYPES OF FARES

The company applies the predetermined fixed rate by the competent authorities only for rides that are within the range of "regional interest."

For island residents, predetermined concessionary fares are recognized and subject to change.

Only full fares are applied to extraordinary rides, with no concessions for island residents and subscribers.

## 6. PRESENTATION AT BOARDING

Passengers are required to present themselves for boarding at least 30' minutes in advance of the time of departure; failure to comply with the established times determines the Company's possibility of preventing the user's access on board, even if duly provided with a ticket, - without any possibility of obtaining reimbursement- if the security conditions guaranteed by the times themselves are not met.

Passengers must also comply with the modalities and procedures provided for transit on the quay and access on board by slavishly observing the signs posted with purpose to maintain a civil and respectful behavior towards other passengers, shipboard personnel and those in charge of the dock, as well as the rules of safety and public hygiene by avoiding stepping over barriers and throwing objects on the ground or into the sea or outside the baskets provided for garbage collection.

It is imperative that boarding orders be respected without bypassing the rows on the approach routes to boarding entrances and that the directions given by the personnel operating at the dock.

Any non-compliance will result if necessary, in addition to possible reprimand by the personnel in charge of controls in the boarding areas, the intervention of the Police immediately summoned for the actions of competence.

## 7. PASSENGER BEHAVIOR ON BOARD

The passenger is required to maintain a civil and respectful behavior avoiding any offensive or detrimental attitude towards other travelers and navigation crew as well as the rules of safety and public hygiene.

He/She must not, in particular, defile seats and furnishings or throw objects on the ground or in the sea or outside the designated bins provided for garbage collection, must use the toilets without causing them to become clogged or soiled, and must observe the instructions given by the crew during the navigation. He/She shall also not occupy more than one seat per individual person, being aware that the purchase of a ticket does not constitute an automatic right to being assigned a seat considering the capacity of the ship, in terms of the maximum

number of persons that can be carried, is determined according to the specific regulations in force. Any failure to comply will result, if necessary, in addition to possible reprimand by the personnel in charge of on-board controls, the intervention of the Police Force, which may be summoned for the actions of competence.

#### 8. CARRIAGE OF LUGGAGE, BICYCLES AND/OR THE LIKE

Each passenger may carry on board one piece of luggage having maximum dimensions of 50x35x20 (cm) and weight not exceeding 9 kg. For additional luggage and for luggage exceeding in size and/or weight those stated before will be applied the rates in force. It is placed at the passenger's obligation to check and take note of the weight and size limit of the luggage and obtain the corresponding ticket. In case of luggage without the appropriate purchase ticket valid for boarding will be applied administrative penalty as indicated in 'art.3. The

shipowning company or the shipboard Command may at their discretion refuse to board luggage whose whose bulk or weight constitute an impediment to good navigation.

Any claim involving damage to or loss of baggage shall be dealt with in accordance with provisions of Articles 412-413-e 414 of the Navigation Code, Chapter III, sec.I (reimbursement within the 6.2 euros per kilogram of baggage). Claims regarding loss or damage to baggage must be made before disembarking from the ship and must be accompanied by proof. Claims regarding loss or damage to baggage if not substantiated and made prior to disembarkation in an adversarial manner with the Company's personnel wont be accepted; the description of the damage will be noted on the appropriate form signed by the passenger and by the ship's command.

The crew may, if not engaged in other operations, occasionally assist the passenger in the stages of embarking and disembarking baggage with the understanding that the porter service remains the responsibility of the passenger. Any baggage left on board or in the boarding station without custody and not claimed by any eligible passenger will be kept in a place deemed suitable by the Owner Company for a maximum period of 30 days (at the registered office of the company). After this period, the items found and unclaimed will be handed over to the mayor of the municipality where the discovery took place, but will in any case be provided already at the time of the discovery, if provided for in the procedures related to the prevention from illegal acts or even if deemed appropriate by the Commander of the unit or the personnel in charge of the supervision of the boarding areas boarding areas, to inform the Police Forces so that they can implement the measure appropriate.

Bicycles, push scooters and/or similar, are allowed to be boarded on the Company's units/ships under the following conditions:

- Subject to the availability of space on board and the consequent consent of the Commandant, who, for reasons of space may deny the boarding of the said means of transportation.

A ticket will be issued for the carriage of bicycle and/or similar, in addition to the passenger ticket. It should also be noted that the transportation, stowage and re-stocking of the said vehicles must necessarily take place on the outside decks without any possibility of allocating them in the lounges.

Under no circumstances will the company be responsible for any possible damage caused to said goods during navigation and while embarking and disembarking.

9. PETS. Pets are allowed to be boarded on the Company's units/ships under the following conditions:

- only one animal is allowed to be boarded per passenger;
- the animal must be definable as "domestic" in the sense used by common meaning; therefore, dogs, cats, cage birds and the like are understood as pets;
- the animal must be of small or medium size; particularly large animals may be denied boarding or accepted provided that the transport takes place under special conditions such that they do not cause annoyance or damage to passengers or the ships.
- dogs must be provided with a leash and muzzle;
- the presence of the animal must be reported in advance when purchasing the ticket;
- the owner will have to bring health certificates attesting to the state of good health and vaccination status of the animal that may possibly be required as conditions necessary for boarding.
- the date of issuance of such certifications shall be no earlier than three months prior to that of ticketing.
- in the case of animals without the appropriate purchase ticket valid for boarding will be applied an administrative penalty as indicated in section 3
- animals under no circumstances may occupy seats and come into contact with the seats, which are intended only for passengers.

#### 10. UNACCOMPANIED MINOR SERVICE

The "unaccompanied minors" service allows children between the ages of 4 and 12 years - unable to be accompanied by a parent or guardian - to travel by taking advantage of the service made available by the company that allows the child to be accompanied - for the chosen route - from the port of departure and to the port of destination - by company employees. Please note that up to the age of 12, it is absolutely forbidden to have the child travel alone.

From age 12 until the child reaches the age of majority, unaccompanied minors service is optional and granted upon explicit request.

It is permissible for minors between the ages of 12 and 17 to travel alone, subject to written permission from their parents or those exercising parental authority and relevant documents. In such release, the parent, or whoever, will assume all responsibility for any damage caused to property or persons relieving the carrier from such liability.

The service is available only by reservation within 48 hours prior to departure-after payment of the service-at least 30 minutes in advance, in order to entrust the minor to the designated hostess and deliver in original the documentation already prepared, namely:

- A photocopy of the identification document of the parent or person exercising parental authority parental authority;
- A document of the minor valid for the trip; and
- The duly completed Unaccompanied Minor form.

The service will be guaranteed only on the routes Naples-Ischia -Forio and vice versa, Naples-Sorrento and vice versa.

The cost, in addition to the ticket price provided for the minor (plus any extra services) will be 10 euros for resident children and 20 euros for nonresident children. Upon reaching the destination, the minor will be entrusted to the person designated on the form upon showing his or her ID.

If there is no one waiting for the child at the port of destination, the competent contacted the appropriate authorities. Throughout the child's foster care period, the child will carry copies of the documentation with him/her. 11. DELAY OF DEPARTURE-INTERRUPTION OF THE TRIP-DELAY OF THE ARRIVAL TIME Cancellation, delay of departure and interruption of voyage are governed by Articles 403,404 and 405 of the Navigation Code, respectively. Arrival times, where provided, are to be understood as indicative and may be subject to change as a result of weather and sea conditions, port traffic, limitations imposed by the competent authorities or other entities not attributable to the Company. In case there are company's responsibility for the delay in arrival, the difference between the cost of the hydrofoil ticket and the cost of the ferry ticket will be reimbursed.

#### 12. IMPEDIMENT OF THE SHIP- SUPPRESSION OF DEPARTUREAMUTUATION OF ITINERARY.

In the event that the departure is cancelled due to causes not attributable to the Owner Company, the passenger is due a refund of the ticket price.

For tickets issued online, the request for refund must be made within the terms of Art. 24 of EU Regulation 1177/2010.

For paper tickets purchased at stopover ticket offices, the refund may be requested within and no later than 48 hours after the missed departure upon return of the original ticket.

#### 13. REFUNDS AND COMPLAINTS

The contract, once concluded, cannot be terminated by the contracting parties. The company, however, in derogation of Article 400 of the Italian Code of Navigation, grants the passenger who no longer intends or is unable to depart the right to obtain a refund of the passage price under the

following penalty conditions:

- I. For tickets cancelled up to 10 days before departure, the refund will be 90%;
- II. For tickets cancelled up to 2 days before departure, the refund will be 50%;
- III. For tickets cancelled in the 24 hours prior to departure, there is no refund;
- IV. Tickets issued with special fares are not refundable but only changeable at a cost of €3.00 per person, plus fare supplement.
- V. Reservation fees are never refundable.

Notice of cancellation by the passenger must be notified, in writing, to the reservation center for tickets purchased online by email forwarded to the following email address [reservation@alilauro.it](mailto:reservation@alilauro.it)

Refunds will be made in the same manner as the collection within 30 days from the date of the request net of bank charges and presale fees in accordance with art. 24. of Regulation U.E. 1177/2010.

In case of complaints, the passenger can submit a complaint in Italian or English through one of the following methods:

- The online form available on Alilauro website.
- The printable complaints form available on Alilauro website, at ticket offices, from the on-board officers, or by presenting it at our designated channels. You can also send it by registered mail with return receipt to the following address: Alilauro SpA, Molo Beverello – Palazzina “ Volaviamare ” snc 80133 Naples.

- Orally: you can file a complaint at the ticket office, customer service or our booking office.

One of our operators will register your data and handle your request.

It is important that complaints include a copy of a travel document, (not the original) and at least the following information:

- User Identification details: Name, surname, and contact information. If submitted by a representative, please also include their authorization and a copy of the user's identity document.
- Journey details: Information about the journey, including the date, departure time, origin, destination, and transport contract details (booking code or ticket number).
- Description of the issue: A clear explanation of the inconsistency in the service, referencing one or more requirements defined by European or national legislation, the general transport conditions, or the service charter.

A complaint can be made within 2 months from the date on which the service was or should have been provided.

The complaint is considered received:

- For Complaints submitted via email or the website: the date of receipt is the same as the date of submission;
- For complaints submitted by registered mail: the complaint is considered sent on the date of posting and received on the date it is delivered to Alilauro S.p.A.
- For complaints hand – delivered to Alilauro offices: the complaint is considered both transmitted and received on the date of delivery, which must be recorded on a specific receipt.

We reserve the right to inform you within one month from the receipt whether your complaint has been accepted, rejected, or is still under review. A definitive response will be provided no later than two months from the date the complaint is received.

If no response to the complaint is provided within two months, you may choose to:

- Utilize out-of-court dispute resolution procedures;
- Submit a second-instance complaint to the Italian Autorità dei Regolazione dei Trasporti (ART);

Measure 5 of Resolution no. 83/2019 of the Italian Autorità dei Regolazione dei Trasporti (ART) provides the following compensations:

- If a response is provided between the 61st and 90th day after receipt of the complaint, you are entitled to automatic compensation equal to 10% of the ticket price.
- If no response is provided within 90 days of receipt of the complaint, you are entitled to automatic compensation equal to 20% of the ticket price.

Compensation is not due in the following cases:

- The amount of compensation is less than 6 euros.
- The complaint is not submitted by the user in accordance with the prescribed methods, minimum required details, or within the specified timeframes.
- Automatic compensation has already been paid to the user for late or failed responses to a complaint regarding the same trip.

Only after having submitted the complaint to Alilauro, if you believe that the response received is unsatisfactory, or if 60 days have passed from the date of submission of the complaint without a response, you can submit a second instance complaint to the Italian Autorità dei Regolazione dei Trasporti (ART) through the Telematic Complaints Acquisition System ( SiTe ), accessible via the website [www.autorita-trasporti.it](http://www.autorita-trasporti.it), or by sending the appropriate "Complaints Form" (available on the ART website) to Via Nizza 230, 10126 Turin, or by email to the address [pec@pec.autorita-trasporti.it](mailto:pec@pec.autorita-trasporti.it).



#### 14. MODIFICATION OF THE TICKET

Change of date, and time of travel tickets are allowed upon verification of seat availability by the company under the condition that they are requested within two hours of the time of the booked departure and limited to telephone booking service hours.

Ticket changes are also permitted at stopover ticket offices within one hour of departure.

For the Aeolian route, the change of the ticket is allowed only upon request by e-mail to reservation@alilauro.it and subject to availability within 6 hours of departure by applying a surcharge of euro 3.00 for the change plus fare adjustment if applicable.

Modification of the ticket involves the payment of the changing fee of euro 3.00. The passenger is also required, where applicable, to pay a surcharges . The change is permitted only within the framework of the departures published in the timetable and is not allowed for extraordinary runs.

#### 15. MISSED DEPARTURE ATTRIBUTABLE TO THE PASSENGER

In the event of a missed departure due to the passenger's unavailability or delay, no refund of the ticket is to be paid to the passenger.

In the event of delays or missed departures due to conduct contrary to the passenger's civil and safety regulations, penalties shall be imposed on the passenger according to the state laws and regulations in force.

#### 16. SPECIAL FARES

All special and/or promotional fares are available while seats are available and automatically proposed by the various reservation systems. Special fares, unless otherwise provided, cannot be combined with other promotional fares. These fares are only changeable and non-refundable.

#### 17. PORT TAXES AND BOOKING FEES

Rates in place are net of surcharges due for any increases in the cost of fuels, for port taxes and fees, the amounts of which are subject to change until the time of ticket issuance.

In the case of reservations, through Call Centers, stopover ticket offices and websites, the price of the ticket a reservation fee is applied per passenger per single route.

This fee is indicated before the final purchase of the ticket.

Reservation fees are non-refundable.

#### 18. CARRIAGE OF DANGEROUS OBJECTS

Transportation of dangerous objects is not allowed on units/ships belonging to the Company.

For certain types of objects special binding conditions may be required for their acceptance on board. In particular, the carriage of weapons of any kind is prohibited except those in personal equipment of the Armed Forces and Law Enforcement Agencies, the carriage of blunt objects of substances catalogued in the official lists of dangerous goods, combustible liquids, narcotic substances, other substances whose carriage or possession are considered illegal under State Laws and current regulations.

In any doubtful case, notice must be given to the Commandant regarding the contents of the baggage to be carried.

The carriage of substances prohibited by law is strictly prohibited.

## 19. PMR ASSISTANCE.

Passengers who require assistance for boarding (persons with mobility difficulties, etc., whether by car or on foot) must notify this when making their reservation by contacting the Customer service to find out the availability of suitable accommodations and/or ease of access on board. Those passengers are required to report to boarding at least two hours in advance highlighting said need to the dock staff and/or shipboard personnel.

## 20. PASSENGER INFORMATION

For pregnant women in an uncomplicated gestational condition who have completed the 6th month of pregnancy, the pregnant woman is required to present appropriate medical certificate issued not more than 7 days prior to departure to be presented upon boarding. In all other cases, it is obligatory to present certificate authorizing travel regardless of the month of gestation.

It remains the responsibility of the pregnant woman to fail to declare and present the certificate required.

The certification of fitness to travel is also required for passengers suffering from problematic health.

With regard to the declaration of one's data, in compliance with Decree Law No. 251 of 13/10/1999 implementing EEC Directive 98/41 of 18/06/1998 (on the registration of persons on board passenger ships) to the regulations on the application of the ISPS for the routes covered by the aforementioned regulations, passengers are required to communicate already when booking their personal details understood as : SURNAME-NAME or initials of the same, SEX AGE CATEGORY ( infant , child, adult) or the age or year of birth.

For tracts of minor distance the obligation of registration by name does not exist.

Personal data, collected pursuant to this article, shall be retained only as long as necessary for the purposes of the aforementioned decree and/or in compliance with the provisions of former Article 13 of the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Regulation on the protection of from the so called GDP

