



## GENERAL CONDITION FOR TRANSPORT/TRANSPORTING REGULATION FOR PASSENGERS AND GOODS

**NAVIGAZIONE LIBERA DEL GOLFO S.r.l.**, in future reported as the Company, takes responsibility for transporting passengers, their luggage, their motorcars and motorbikes according to following "Regulation for Transport" which conditions are considered to be known and accepted in full by any person holding a ticket issued by the Company. This "Regulation for Transport" is available to everyone at any ticket office or administration office of the Company and on board of each Company's ship. Tariffs, Timetables, Destinations and other conditions hereto reported are subject to change in due time. **1) TICKETS AND TARIFFS** - Ticket is personal and cannot be transferred and it can be only used for the specific indicated destination. Any passenger must keep diligently the ticket to maintain his/her right to travel and he/she is due to exhibit it, on request, to any official agent or company representative. Any ticket which is damaged or modified will be invalidated. If ticket is not used on the reported date and time it cannot be anymore used and will not be refunded. Regulation and current tariffs are available at any Company's ticket office or on board of any Company's ship. Copy for lost or stolen ticket cannot be reissued. **Children** - Children younger than 2 years old will be transported free of charge without right to individual seat; if they want to be individually seated relevant tariff shall apply. Children from 2 to 12 years old will pay "Children Tariff". Children older than 12 will pay as adults. Child age must be communicated before issuing ticket. Children under 12 must be under supervision of their parents or any adult who has their custody and they are not allowed to walk around the ship alone. The Company cannot be liable for any accident or damage occurred because of ignorance of above rules. **Reductions** : Ticket price reduction for passengers qualifying for it must be required before issuing of tickets on presentation of relevant documentation. **Special condition for residents on islands** : Where applicable, special "resident tariff" are granted to passengers who can prove their residence status supplying specific documentation. In case travelling passenger cannot prove with appropriate documentation his right to benefit of such special tariff, he will be required to pay the amount of difference to the full tariff increased by 100% of the total amount. **Checking of tickets on board** The Company reserves right to check passengers' tickets during course of navigation using designated inspectors or crew members. Passengers travelling without ticket who did not previously inform the Captain or other crew member will be fined for the amount of full price ticket increased by 100%. **2) RESERVATIONS** - Seats reserved by travel agents (authorized by the Company) in case were not prepaid, will be kept available till 1 hour before departing time. At lapsing of this time window the reservation will be automatically cancelled if tickets have not been purchased. **3) CANCELLATIONS** - Passenger can decide to cancel his ticket up to 48 hours before departing time at the ticket office where ticket was purchased on payment of cancellation penalty for an amount of 30% of ticket price. Cancellation occurring less than 48 hours before departure time will give no right to any refund. **3.1) Cancellation and refund policy ticket online** : If passenger decides on his own to renounce travelling ticket will be reimbursed less 30% penalty and the reservations fees will not refund, but ticket must have been cancelled according to procedure below: Cancellation must be notified in writing via email at: [rimborsi@navlib.it](mailto:rimborsi@navlib.it) at least 48 hours before scheduled departure time. Once passed this term ticket cannot be cancelled and consequently cannot be reimbursed. All amounts due for reimbursement will be paid by the company in the bank account which will have been indicated in the Trip Cancellation email. **4) PRESCRIPTION** - Any right related to travel contract for passengers, luggage and vehicles become prescribed according to terms indicated in art.4.1.8 and 4.3.8 of Regulation Code of Navigation. **Art. 4.1.8 1** Any right related to travel contract for passengers and their luggage not registered will be prescribed after 6 months since arrival date to destination or in case of not arrival since scheduled date of arrival. **2** Any right related to registered luggage will be prescribed after one year since collection date of luggage or in case of lost luggage since presumed date of collection. **Art.4.3.8 1** Any right related to transport of things is prescribed after 6 months since date of recollection of such things or in case of complete loss since date of expected recollection at destination or for transport of special things as indicated on the article 4.5.6 **5) INVOICES** - Tickets are not valid as invoices. Passenger who requires ticket issued as valid invoice must specifically request for it at the time of purchasing of ticket and must supply his/her personal and fiscal data as per Art.22 of DPR 633 (26/10/72) and following variation. **6) BAGGAGE** - Will be considered "Baggage": Suitcases, Travel bags, Rock sacks and similar containing personal effects carried along on board by passengers. Passengers are entitled to an allowance of one only free baggage within max dimensions of: 50cmx30cmx15cm and not exceeding maximum weight of 5 Kg. Any baggage exceeding the allowance will be boarded on payment of prescribed tariff. Payment of baggage ticket is intended only for transport of it. Loading, offloading, storage and custody during navigation of baggage is under complete responsibility of passenger. No baggage of any sort can be placed on top of seats or in any other position which might create disturbance or obstruction to other passengers. Any baggage not containing personal effects of passenger, especially if big sized, will only be loaded on board if there is enough space available on condition that it will not cause technical problem or health hazard and will be subject to irrevocable decision of responsible personnel on board. Passenger who brings on board dangerous materials or illicit goods, or any substance which can be hazardous for health or not in conformity with any Health regulation will be considered by the Company liable for damages and payment of eventual fines. Company can be responsible only, within terms of legislation, for valuables given in custody to responsible personnel on board on issuing of regular receipt. Company cannot be considered liable for loss of valuables, jewels, money or any other object which was left unattended in the car or in any public area on board of ship. Passengers will be in any case responsible to prove value of goods lost or occurred damage to their properties and submit evidence that such loss/damage occurred on board of ship during the trip. **7) DOGS, CATS AND OTHER PETS** - Excluding specific legislation requirements, it is allowed to bring on board along with passengers dogs, cats and other small pets on payment of specific indicated tariff. Animals are not permitted in public areas reserved to passengers with exclusion of dogs accompanying blind people. All dogs must wear muzzle and be kept on leash. Cats and other small pets shall be kept in cages or baskets under supervision of their owners. Food for them is at owner's care. All animals travelling along with passengers must carry the following documentation: valid health or veterinary certificate proving that the animal is not affected by any disease. Specifically dogs must carry certificate of vaccination against rabies. These certificates shall be exhibited on request at time of ticket purchasing or on boarding by responsible crew members. **8) FIREARMS AND DANGEROUS GOODS** - It is strictly prohibited to carry on board of ship any knife or firearm, ammunitions, explosives, fuels or any sort of dangerous or health hazardous material. **9) ON BOARD REGULATION, ANNOUNCEMENTS, PUBLIC NOTICES** - Since boarding time till disembarkation every passenger must follow instructions given by crew members or according to public notices. Specifically all passengers should remain seated during navigation and during docking/ off-docking operations. Passengers must behave at any time in a way to insure safety of navigation. Passengers found carrying arms or causing problems or danger to themselves or to other passengers because of their physical condition, illness or drunkenness can be refused boarding by the Captain or responsible crew members and can be taken against them all precautions as prescribed by law. **10) PASSENGERS OBLIGATIONS** - All passengers are liable for any damage which he might have caused directly or by any person, animal under their surveillance to the ship, its furniture, its accessories and other passengers, their baggage and crew members or generally to any third party. Passengers are also liable to pay fines, amends and/or expenses which the Company may incur caused by them. **11) PROHIBITIONS** - Passengers are not allowed to carry on their baggage or in their vehicles inflammable or dangerous goods as well goods which are not permitted by law, forbidden by Government rules or subject to payment of postal tax. It is also forbidden to bring into common public areas on board of ship any material which can create trouble to other passengers. All passengers must refrain from laying over seats or to open/close windows without permission of crew members. Passengers not adhering to above rules can be prosecuted by relevant authorities and by Company. Company is entitled to ask for damages or payment of related fines. Passengers are liable to pay for damages caused to the ship or its furniture. **12) BOARDING** - At start of boarding operation any passenger shall exhibit valid ticket or documentation proving his right to benefit of special tariff to crew personnel due to control. **12.1) Show up at Boarding Ticket online** : The mail ticket holder must be at the company ticket office at port of departure at least 20 minute before departure scheduled time, in order to complete check in procedure and receive a printed boarding pass which is required to board. Boarding with mail ticket only without boarding pass is not permitted. At expiry of check-in time booking will be cancelled and passenger will be placed in waiting list. Passengers will be then only allowed to board if there available seats left. The name of the ship that will operate the transport, if indicated on the ticket, is merely indicative as another ship could be used, also of another carrier. **13) DESTINATIONS AND DEPARTURE TIMES** - Departure and arrival time of ship and its destination can be changed without previous notice for technical reason or act of God. Company reserves right to cancel, change in full or partially any scheduled trip and as well to cancel departure or call for a different port. If for technical reason or act of God the itinerary will have to be modified passengers will be disembarked at the new destination and no refund or compensation will be due to them. It is passengers care to ask confirmation of departure time and destination in advance at the relevant ticket office in order to verify before departure time that there is no variation on the scheduled program and ship nomination. In case variation will not suite the passenger, he is entitled to ask to be rebooked on the next available departure serviced by the company or to be refunded in full the ticket. Refund must be done by the same ticket office which had issued the ticket and no other compensation or claim for damage for whatever reason departure was changed or cancelled. **14) LIABILITY** - Transport of passengers, their vehicles and their baggage it at their sole risk. The Company declines any liability for damages to people, things and for car or baggage robbery. Company does not take any liability for extra expenses due to delay or cancellation of departure for technical reason, mechanical breakdowns on its ships or for any other reason beyond its control like outbreaks, adverse atmospheric conditions, strikes, quarantine wars or act of God. Departure time, tariffs and travelling conditions can be modified without notice. **15) COMPLAINS- ACCIDENT REPORTING** - Any complain should be submitted in writing to the company administrative office. Accidents or damages suffered by people or things must be reported immediately to board officials on the ship where they occurred **16) BOARD NOTICES AND VARIATIONS OF REGULATION AND TARIFFS** - Present Regulation will be exposed in public areas on board of ships and outside any ticket office. **17) FURTHER ADDITION VARIATION OF REGULATION SHEET** - The Company reserves the right to make addition or changes at any moment in time to the present regulation. All communication related to eventual change or addition will be exposed in ticket offices and Administration offices and as well on board of each ship. Changes and Addition will be effective immediately since date of notice. **18) ARBITRATION** - For any dispute rising on interpretation or execution of this Transporting Contract, passengers accept Italian Jurisdiction and the Court of Naples as Forum. Company reserves right to move the case to any other competent forum in Italy or abroad. Registered in Naples on the 27/09/2004 at n.101346/3 at "Agenzia Delle Entrate" Ufficio Napoli 1.