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## **TERMS & CONDITIONS**

(\*) General Terms for "Events on board – Grimaldi Lines" programs are available on the web-site [www.grimaldi-lines.com](http://www.grimaldi-lines.com) at the bottom of each program.

(\*\*) General Terms for Groups will be communicated at the booking confirmation and can be consulted on the web site [www.grimaldi-lines.com](http://www.grimaldi-lines.com) – section 'Groups'

This Terms and Conditions are applicable to tickets purchased up to 31/12/2015.

This is a non-binding translation of the Italian text. Only the Italian version is binding.

Grimaldi Group S.p.A. acts as agent for the Carrier Grimaldi Euromed S.p.A. The Carrier that performs the sea transport is mentioned on the Passage Ticket.

Passengers, their luggage and the accompanied vehicle are carried exclusively at the Terms & Conditions of the Carrier. By purchasing the ticket, the passenger accepts without any limitations the following Terms & Conditions.

Similarly at the time of reservation and / or purchase of the ticket, the passenger authorizes ipso facto to the processing of personal data as specified in the Privacy Policy set out below this document and in accordance with Legislative Decree 196/2003.

### **DEFINITIONS**

"Carrier" means the Owner of the vessel that performs the sea transport

"Luggage" means hand luggage owned by the passenger, not registered, or stowed in or on the vehicle or deposited in one of the vessels baggage storing room, and that contains only personal belongings.

"Accompanied vehicle" means any motorized means of transport (including towed items) for the carriage of persons, not carrying goods for sale, which owner or legal user is the passenger included on the passage contract.

### **POWER OF THE MASTER**

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

### **THE VESSELS**

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

### **RESERVATIONS**

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

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

#### **GOVERNING RULES**

The contract of carriage of passengers, their luggage and their accompanied vehicle is ruled by the Italian Code of Navigation (Codice Italiano di Navigazione) as well as interpreted according to the Italian law, International Conventions ratified by Italian State and by Community legislation.

In accordance with the purposes of article 19, paragraph VI of EU Regulation n.1177/2010, the carrier establishes that the minimum threshold below which the economic compensation is not provided is € 6 (six).

It is also understood that the Carrier shall not be held responsible for the delay and / or failure of transport in case the event is due to a "force majeure" and / or "unforeseeable circumstances" such as, by way of limited to, adverse weather and sea conditions, strikes of port operators, technical failures of the ship in the nature of unpredictability and inevitability, provisions of the Maritime Authorities, seizure of the ship and so on.

#### **PASSAGE CONTRACT (Ticket)**

The passage contract (passenger ticket) is strictly personal and valid only for the persons stated thereon. The ticket is not transferable.

The ticket can be of different nature, on paper, fax, e-mail.

On boarding ("check-in") the passenger will receive the "boarding pass" upon presentation of the regular ticket and valid documents of both passengers and vehicles. The passenger is required to keep both documents ("passenger ticket" and "boarding pass") for the entire voyage. If the passenger is found without the passage ticket or boarding pass he is required to pay twice the cost of the ticket. In case of any complaint, the passenger will be required to produce a copy of both ticket and boarding pass, in the absence of these documents the complaint shall not be processed.

#### **FARES**

For each sea route, the basic fares applied, depending on the accommodation type, and fixed dues are published on the Company website at the page <http://www.grimaldi-lines.com/en/tariffe.html>. As explained in the same page, the above fares are subject to variations, clearly shown during the online booking quotation and always before the ticket purchase by the Consumer.

In accordance with the Article 33 of the Consumer Code, the Carrier has the right to change the rates before departure and before the booking has been completed by the Consumer, both for the outward journey and for the return, except every case in which the Consumer has the right of withdrawal as provided in Article 33 of Legislative Decree no. 206/2005 (so-called Consumers' Code).

#### **LIMITS OF LIABILITY**

The Carrier's liability in case of loss of life or personal injury, loss or damage of luggage, passenger accompanied car, valuables, personal belongings or other properties of the passenger shall in no case exceed the limits imposed by the Italian Code of Navigation unless an International Convention applies and in particular the: Athens Convention of 13/12/74 as modified by the London Protocol 19/11/74.

Any dispute or litigation between Passenger and Carrier depending from or in connection with the passage contract, carriage of luggage and/or accompanied vehicle shall be in the exclusive jurisdiction of the Court of Naples (Italy)

#### **ON BOARD DISCIPLINE**

The passenger has to strictly observe the discipline on board and to conform to the rules in force for the sea transport and in particular those concerning the security and safety of navigation.

Smoking inside the vessel is forbidden. The crew is obliged by law to enforce the non smoking law and to report any infraction to the competent authorities. (law n° 3 of 16/1/2003 and application agreement of 16/1/2004).

The non observance of a legal order or rule or order given by an authority competent in security and safety matters is punished according to the civil and penal laws in force.

In conformity with the antiterrorist measures in force (ISPS) a passenger can be at any moment subject to luggage search or personal identity control by an officer of the vessel.

#### **EMBARKATION**

Passengers have to check-in at least 2 hours before scheduled sailing time (to and from Tunisia/Morocco three hours). Check-in to/from Morocco and Tunisia lines closes one hour before departure. Passengers arriving late for check-in lose their reservation and embarkation cannot be guaranteed any more.

At embarkation passengers have to be in possession of a valid passage ticket and a valid personal identity document and any document requested for the disembarkation in the country of final destination, and by any other country the vessel calls at en route.

The vehicles are called for embarkation in the sequence decided by the Master of the vessel or his subordinates and can be parked on any of the vessel's decks.

## **PASSPORT**

Citizens of an EU country: for Tunisia and Morocco, a valid passport is required. For EU countries (Italy, Greece, Spain, Sicily and Sardinia) a valid ID-card or a valid passport is required.

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

Before embarking, the passenger must ensure to be in possession of all necessary documentation to disembark at the port of destination. The Carrier shall in no case be responsible for the denial of disembarking made by local authorities in case of lack of the necessary documentation to entry into the country of destination.

## **EMBARKATION OF UNDER AGED PASSENGERS**

In compliance with the Council Regulation (EC) No 2252/2004, under aged passengers must have their own travel document to embark. (see § PASSPORT)

Children under the age of 12 are not accepted on board without being accompanied by an adult person. If the adult is not one of the two parents, a written authorization, signed by both parents, has to be remitted to the Master or the Purser of the vessel. Photostate copy of a valid ID document of both parents have to be enclosed to this authorization. In case of non European citizens, photostate copy of the Aliens Certificate of Registration of the parent on who's Certificate the child is registered has to be enclosed too.

Under aged passengers of more than 12 year of age can travel unaccompanied at condition they remit to the Master or the Purser of the vessel a declaration signed by both parents, with which the parents assume all responsibilities for any damage at the person or caused by the person to third party. Photostate copy of a valid ID document of both parents have to be enclosed to this authorization. In case of non European citizens, photostate copy of the Aliens Certificate of Registration of the parent on who's Certificate the child is registered has to be enclosed too.

Under no circumstances can the Master or any crew member of the vessel take into custody the underaged passenger.

Furthermore the under aged passenger has to be in possession of all necessary documentation required by the country of destination. The Carrier does not assume any liability in case the Authorities in the port of destination do not consider sufficient such documentation.

## **EMBARKATION OF PREGNANT WOMEN**

Pregnant women, from the 6th month onward can travel only if they have a medical certificate authorizing the voyage by sea, dating not more than 7 days from the departure day. In case of pregnancy with complications, the medical certificate is required independent from the number of month of pregnancy. Embarkation is allowed until 7 days before the presumed birth and from 7 days after birth.

The Master of the vessel has the authority to refuse embarkation to a pregnant women if, in his sole judgment, health conditions do not allow to envisage the voyage.

In case embarkation is refused by the Master for a valid reason, the carrier has the sole obligation to refund the passage money paid.

## **PASSENGERS WITH REDUCED MOBILITY**

By passenger with reduced mobility (hereinafter indicated as RMP), a person physically unable to move about easily or anybody who needs assistance is intended. Booking and tickets are offered to RMP at the same conditions as all the other passengers. In case embarkation cannot be allowed due to security reasons or ship's design or infrastructure, they can choose between refund or other transport solution.

Is burden of RMP, at the time of booking or buying the ticket, to report in writing their specific needs for the accommodation, the seat, the services required or the need to bring medical equipment. For any other assistance they have to inform the company at least 48h before departure and to come in the agreed meeting point in advance respect of the published embarkation time

If a Carrier or terminal operator, due to its fault or negligence, causes loss or damage to mobility equipment or other specific equipment used by persons with disabilities or persons with reduced mobility, must offer a compensation corresponding to such persons the replacement value of the equipment concerned or, where appropriate, the costs of repair. The assistance to RMP is ensured by the Hotel Manager or any other appointed person. Once the Hotel Manager has been informed that a RMP is expected on board, an adequate assistance will be arranged from the embarkation to the disembarkation. The Hotel Manager will highlight the cabins reserved to the RMP on the ship layout diagram and will give a copy of it to the Captain.

The crew personnel in charge of RMP assistance must wear a white/blue band on the arm with ASSISTANCE written on it, in order to be easily recognized the ticket office ashore must provide the RMP vehicle with a sticker which can guarantee parking priority in the dedicated areas

Before the arrival, the Hotel Manager must inform the destination port agent about all the RMP needs for disembarkation and assistance ashore In case of emergency, the person indicated for the purpose in the Master List will help the RMP to reach the meeting place and the debarkation points.

## **DRIVERS**

By "driver", the driver of a commercial vehicle embarked on board ship is intended. In some cases, more than one driver is embarked in one vehicle. The fare is fixed by the Commercial Department and is to be included in the bill of landing, along with the driver's name. The driver shall carry with himself the identity documents required for the voyage and for debarkation in the country of destination.

As per SOLAS and 13/10/1999 Italian Decree provisions, drivers are conformed to passengers. During check-in procedures, each driver is provided with a regular boarding card. Drivers are granted accommodation in a cabin, according to ship's availability. Drivers are entitled to free meals.

## **HEALTH AND VACCINATION**

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

## **INSURANCE**

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

Passengers are strongly advised to buy an external insurance coverage for cancellation waiver, luggage, travel accidents and repatriation. For vehicles see next paragraph.

## **ACCOMPANIED VEHICLE**

Only vehicles not containing good for sale are accepted as accompanied vehicle. Vehicles containing luggage with items other than personal belongings cannot be embarked as accompanied vehicles, but have to be shipped as cargo. Tourist coaches with only the driver have to be shipped as cargo. Only one accompanied vehicle per passenger is allowed.

The following Extra Height surcharges have to be paid at embarkation: € 120 for cars higher than 290cm overall, € 120 for vans and motorhomes higher than 50 cm from the vehicle's chassis.

If the vehicle showing up for embarkation belongs to a fare code different to the one mentioned on the ticket, the passenger loses the right for embarkation (without refund of the ticket). If he is still admitted to embark he will have to pay the difference in fare of the categories plus the change penalties.

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

It is compulsory, at time of embarking, declare a vehicle running on LPG. The LPG device has to be conforming to the Italian norms in force and this conformity has to be confirmed on the car license. During the entire permanence on board the interception valves of the LPG tank have to be closed.

If the vehicle cannot run, the passenger has to send a written declaration to the Carrier certifying the use of a tow truck at his own expenses, both for embarkation and disembarkation. Otherwise, boarding could be refused.

The Passenger has to be in possession of all documents required for the disembarkation of the vehicle at the port of destination. The Carrier declines any liability for difficulties arising from lack of, or faulty documentation. Any cost, foreseen or not, arising from disembarking the vehicle for custom duties, import license, handling fees, demurrage and others are at the passenger's account.

Any damage caused by the passenger's vehicle to the vessel or third party belongings is the liability of the passenger who has to refund the damage caused either himself or through his insurance company. In any case the passenger can be obliged to sign, before disembarking, a declaration of liability for the damage caused.

We recommend covering the risk of transport by sea with an adequate insurance policy; the Carrier does not provide any insurance coverage except for his own liability, and within the limits imposed by the Italian Code of Navigation or, if applicable, by an International Convention.

## **LUGGAGE**

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

Passengers are invited to take with them the luggage necessary for the crossing; the garage will not be accessible while the vessel is at sea.

Cabin passengers are allowed one suitcase per person. Passenger travelling in Pullman Seat or as Deck Passenger are allowed only one hand luggage of reduced size. All other luggage, unless stored in or on top of the vehicle, has to be deposited, against payment, in the vessel's baggage storage room.

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

The Carrier's liability for luggage does not exceed the limit imposed by the Italian Code of Navigation or, if applicable, by an International Convention, and only within the limit of 30 kg of non registered luggage per person, including luggage carried inside or on top of the vehicle or in the vessel's luggage room.

The Carrier is in no way liable for any theft, loss or damage of or to jewels, money, documents, manuscripts, valuables or valuable items (personal belongings or not). wherever kept on board the vessel.

#### **CURRENCY**

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

#### **CHILDREN**

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

#### **PETS**

Sorry, but pets are not allowed in the cabins and other passenger areas. They have to travel in the kennel and wear the muzzle.

Animals other than Dogs & Cats will not be considered "accompanying animals", and their transport will be subject to special conditions established for this purpose. Fares are indicated in the brochure.

Without exceptions, animals shall stay in the dog house during the voyage. It is strictly forbidden to keep animals in the cabin or across passenger areas. Accompanying animals will be nourished by their owners. Except for water, the personnel on board is in no way obliged to provide food.

Access to the dog house is allowed only at times scheduled by the Captain. Accompanying animals will be maintained by their owners who are obliged to remove their excrements or any other stuff produced by the same.

The passenger is liable for the accompanying animal. Any damage to the ship or things and any injury to persons caused by the same shall be indemnified on the spot. The passenger is also responsible for animal vaccinations and other measures required for animal travelling and debarking in the port of destination.

Accommodation of Dogs and Cats has to be booked.

Branch offices with direct access to the Computerized Reservation System shall check in advance dog house availability. The transport of the accompanying animal is included in the ticket.

Pets must be accompanied by:

- for international and non-Schengen routes: the European passport (PET), a muzzle and a leash
- for domestic routes: the enrollment in the canine registry (registered microchip), a certificate of good health issued by the veterinary doctor, a muzzle and a leash

If a passenger checks-in with an accompanying animal not scheduled in the ticket, the port agent shall proceed as follows:

- he will check whether the dog house on board is available
- he will cash the relative amount and will issue the relative ticket

The Captain supervises the observance of provisions concerning the transport of animals. It is strictly forbidden to keep animals in the cabin and across passenger areas. By underwriting the relative statement the Client accepts these conditions. Animals are not allowed to voyage inside the passenger vehicles. Blind passengers can travel accompanied by their guide dog, according to the provisions of the LAW August 25, 1988, n. 376, at no additional cost. The dog can travel in the cabin with the passenger. The presence of the guide dog must be reported when boarding. The transport of pets is restricted for the sake of all passengers' comfort.

#### **TERMINATION OF CONTRACT & MODIFICATION OF BOOKING BY THE PASSENGER**

Please visit our website [www.grimaldi-lines.com](http://www.grimaldi-lines.com)

Grimaldi Lines has the right to change the Terms for termination of contract & modification of bookings for particular departures.

#### **CLAIMS**

Claims to the Carrier have to be made in writing.

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

At the time of making the booking the client has to provide the following information: name, first name, nationality, gender, date of birth, number of ID document (for Schengen routes), mobile phone number, e-mail address.

Furthermore the passenger can inform the Carrier of specific necessities for care and/or assistance in emergency situations. All personal data will be handled in conformity with the Italian law n. 675 of 31/12/1996.

#### **PRIVACY POLICY IN COMPLIANCE WITH ARTICLE 13 OF LEGISLATIVE DECREE 196/2003**

Dear Client,

in compliance with Article 13 of Legislative Decree 196/2003 (the "TU") and in relation to any personal data provided to Grimaldi Group S.p.A., we inform you of the following:

## **1. Purpose of data handling**

We need your personal details in order to stipulate and carry out the transport contract and any services relating or strictly accessory to it; we therefore require your consent to handle your data (Article 23 of Legislative Decree 196/2003). If you do not provide authorization, we will not be able to conclude the contract and fulfil the relative obligations.

If you specifically authorise us to do so (optional consent), we may also use your data to send you periodic communications regarding offers and/or events, marketing or advertising material or for market research. It is not obligatory to authorise us to use your data for marketing purposes, nor is it necessary in order to stipulate the transport contract; if you do not grant us this consent, there will be no consequences whatsoever.

## **2. Data handling methods**

a) Your personal data will be handled using the methods and within the limitations set out in Legislative Decree 196/2003, in particular those indicated in Article 11. The data will be handled using the following procedures and/or combinations of procedures: collection, recording, organisation, archiving, consultation, processing, modification, selection, extraction, comparison, use, inter-connection, blocking, communication, cancellation and elimination of data.

b) These procedures may be performed with or without the use of electronic or automatic instruments.

c) The data will be handled by the Data Controller, Data Managers or Data Processors indicated in the list, which will be periodically updated by the Data Controller.

## **3. Data collection**

Personal and/or sensitive data will be collected from you (the Data Subject) and/or authorised third parties, in compliance with Legislative Decree 196/2003, for the purposes indicated in point 1 of this Privacy Policy.

If you are stipulating or purchasing the transport contract through a third party intermediary (e.g. a travel agency, web portal, etc.), they will provide you with this privacy policy and ask you to sign it for consent.

## **4. Refusal to provide data**

As mentioned in point 1, if you refuse to provide all or part of the personal details requested, we will not be able to conclude the contract and/or provide any of the accessory services.

## **5. Communicating your data**

The Data Managers and Controllers appointed may share your personal data with anyone necessary in order to carry out the purposes for which they were collected, as indicated in point 1 (e.g. Grimaldi Group subsidiaries or associated companies) and may also receive your personal data from those third parties, in compliance with the TU.

## **6. Data disclosure**

Your personal data will not be disclosed except for the cases of legitimate communication and disclosure set out in Article 25 of the TU.

## **7. Transferring data abroad**

Your personal data may be transferred to countries in or outside the European Union, for the purposes set out in point 1 and in any case in compliance with Articles 42-45 in the TU.

## **8. Your rights as data subject**

Article 7 of Legislative Decree 196/2003 grants you some specific rights, including the right to ask for:

- confirmation from the Data Controller of the existence of personal data records regarding you, and to request a copy of them in an intelligible format;
- the origin of the personal data, the purposes and methods of its handling, the logic applied when handling, the identity of the Data Controller and the subjects to whom the data may be communicated or who may access it as Data Managers;
- your data to be updated, corrected or integrated;
- your data to be eliminated, transformed into anonymous form or blocked if handled in violation of the law;
- your data not to be handled, for legitimate reasons.

In compliance with Article 8 of Legislative Decree 196/2003, in order to take advantage of the rights listed in Article 7, simply request the information from the Data Controller; if no data regarding you are found, you may be charged for the costs of performing the specific search requested (Article 10 of the TU).

## **9. Data Controller**

The Data Controller is Grimaldi Group S.p.A., with registered offices at Via Emerico Amari 8, Palermo, and administrative offices at Via Marchese Campodisola 13, Naples.

