

## Art. 1 Overview

**1.1** The object of this contract consists in the sea transport of passengers from the port of departure to the port of arrival as set forth by art. 396 and subsequent ones of the Navigation Code and subsequent amendments and additions, national and international legislation and EU Regulation 1177/2010.

**1.2** For purposes of this contract, the following is specified:

- Passenger means any person who has a sea transport contract and is the holder of a travel pass issued by the transporter from its direct sale channels (ticket office, website) or indirect sale channels (agencies thereto authorized) and travels on Transport Company's vessels;
- Carrier means company SNAV S.p.A., herein after referred to as "company" or "enterprise". The sea carrier is generally the contracting carrier. The ship used for transport may be part of SNAV's fleet or another actual carrier;
- The sea transport service of passengers means the commercial transport of passengers via sea, over the route indicated in the ticket, including on-board accommodation and embarkment of vehicle, at a set hour. The navigation times are indicative and calculated based on the distance between ports in favorable weather – marine conditions.
- The ticket represents the travel voucher or contract.
- Vessel means any type of watercraft part of SNAV's fleet consisting of high-speed crafts (hydrofoils and catamarans) and Ro-Ro cruise ferries.

**1.3** The carrier undertakes to transport the passenger and, according to the type of vessel and route, to take on board his vehicle according to the methods set out in the transport conditions indicated below that the passenger undertakes to examine and observe in their entirety prior to the purchase and/or booking of the voyage ticket. Passenger's unconditional acceptance for all the effects of law of all the following General Conditions for the Transport of Passengers.

**1.4** Any additional services offered by the carrier which are not explicitly indicated in the ticket do not constitute part of the contract;

**1.5** This contract exclusively applies:

- in case SNAV is the contracting carrier and as such issues the travel ticket
- from and to islands of the Gulf of Naples: (*Napoli – Procida – Casamicciola Terme*)

The present conditions are not valid for the shipping transport service refers to the route of Capri. For this route it will be applied the Regulation of the "biglietto unico" that is available on Gescab website.

## Art. 2 Ticket

**2.1** The travel ticket is personal, cannot be transferred and is valid only for the route specified in it. It must be kept throughout the journey and the passenger shall retain it to justify his right to travel and show it with a valid identity document, to any ship officer or ticket inspector who may request it. Should the passenger be found without the ticket/contract, he shall pay double the travel price, in addition to the penalties in compliance with art. 20, paragraph 4 of Regional Law no. 3/2002. Torn and/or altered tickets will be voided. If the ticket is not used within the date of departure indicated on it will lose its validity and no refunds will be acknowledged. No copies will be released for lost or stolen tickets. The passenger is liable whether the information and dates of his booking online are correct. If the passenger does not receive the ticket booked online or by contact center, he must contact immediately SNAV contact center and he must check whether the information of his booking is correct;

**2.2** Children - Children under 2 years old embark free of charge without seat assignment; the applicable rate is charged in case of seat occupation. Children between 2 and under 12 years old pay the applicable children rate. The full rate is applied to children over 12 years of age. The children's age shall be documented at the time of ticket issuance and at the time of boarding. No children discount can be granted after the ticket is issued. Passengers aged less than 14 years may not travel alone. They must be continually supervised by parents and/or adults who have them in their care and may not move around the ship without being accompanied. In no event shall the Carrier be liable for damages occurring to minors in violation of the above.

**2.3** Additional charge, taxes and port fees - The ticket price includes any possible and variable surcharges, taxes and port fees, and also pre-sale fees up to €1.50 and booking fees of €1.00 per booking;

**2.4** Fares – On the routes indicates as "regionali" SNAV has the obligation to apply the rates predetermined by the competent authorities, for the other routes SNAV can apply the most convenient tariff in commercial terms;

**2.5** Special fares for resident of the island of Gulf of Naples - The discounted rates for the island residents are exclusively applicable to passengers that prove their residency on the island through valid document of identification when purchasing the ticket, during embarkment and on-board. If the passenger cannot present the corresponding document during the crossing, he shall pay the difference between the reduced fare already paid and the double amount of the standard fare. If the relating documentation is missing, resident tickets cannot be refunded. Criminally relevant conduct.

The administrative penalties in compliance with art. 20, paragraph 4 of Regional Law no. 3/2002 are also applicable. The application submitted by the user to the competent registry office to obtain a change of residence does not constitute a valid document to demonstrate the ascertained residence and does not give any right to the concession provided for residents. The purchase of the resident ticket online is always allowed even in the days preceding the embarkment date, the check-in will take place under board by the control staff with consequent verification of the valid document of identification emerging the right on the reduction's requirement. As anti-fraud measure ticket offices are strictly prohibited from issuing boarding pass at a resident rate in the days preceding the embarkment date.

**2.6** Checking of tickets - The Company, with any Officer of the Ship or personnel of the Company, may check the ticket during embarkment and on-board. The passenger is required to cooperate with the ship personnel in order to facilitate the embarkment operation and he is required to show a valid identity document in case of resident ticket.

**2.7** 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, before the issuing of the ticket.

**2.8** Subscriptions / card - Passengers who want to buy "tesere/abbonamenti" (Subscription Card) are required to observe all conditions for the issue and use of cards. Passengers with subscriptions are required to exhibit it to any Officer of the Ship or personnel of the Company. Failing it he shall be required to pay a fine as specified by regional law, no 3/2002 art. 40.

## Art. 3 Passengers' medical conditions

**3.1** The Master has the right to refuse transport to anyone who is, in either the Master's or the Company's judgement, in such a physical or mental condition as not to be deemed able to undergo the voyage and/or to anyone who may be a danger to themselves or to the safety of other passengers and/or to anyone found to have abused narcotics, hallucinogens, alcohol or other substances that do not permit him/her to make the journey. In all the above cases the Passenger shall not be entitled to compensation and shall in turn be liable for damages caused to the ship, all of its fittings and equipment, and third parties and to the possessions of third parties. Acceptance of the Passenger on board by the Company shall not be considered as a waiver of any of its rights following potential violation of the conditions by the Passenger whether they were known or otherwise by the company on embarkment and/or departure of the ship.

**3.2** The passengers with reduced mobility, disabled, sick or needing specific assistance are required to notify when booking in port ticket office or by the telephone number 081.42.85.555, or when booking online flagging the field in the passenger's data. The passengers with needing specific assistance, must submit documents attesting to the right, when requested, at least 48 hours prior the expected departure, in order to allow the Carrier to provide the necessary assistance and/or verify the feasibility of the transport itself.

**3.3** Pregnant women: from the end of 6th month of pregnancy, pregnant women who are not experiencing any complications related to gestation must let issue a medical clearance issued not earlier than 7 days prior to departure and must present it to the officer of the vessel, purser or staff on board on request. In all other cases, the pregnant women must always obtain a medical clearance, independent of the month of pregnancy. This applies without prejudice to the discretion of the Master to refuse embarkment if he believes that the pregnant woman is not capable of travel.

## Art. 4 Check-in

**The boarding pass must be picked up at the port ticket office at least 30 minutes prior to departure.** The passenger is required to make sure, before departure, that no changes have occurred regarding the departure time shown on the ticket. The name of the vessel performing the transportation, if indicated on the ticket, is purely indicative well as it may be the same performed by another vessel, even of another carrier.

## Art. 5 Embarking and disembarking vehicles

**5.1** On board of the vessel where it is possible to embark vehicles, these are embarked in the order instructed by the Master of the ship and/or his assistants and personnel. Vehicles are embarked, parked (with pulled hand brake, engaged gear, disengaged alarm and anti-theft devices, closed windows, open locks and ignition key hung to the dashboard) and disembarked by the passenger who shall abide to the instructions imparted by the crew present during operations. For safety reasons, it is prohibited to embark vehicles that carry dangerous or harmful goods, not allowed by applicable regulations, and containers that store flammable products. It must be notified whether the car is LPG/methane supplied when booking and also to the staff in charge of embarking operations, in order to park the car in suitable areas of the vessel. The tank's valve must be closed and fed with petrol upon loading.

**5.2** The length of the vehicle must be indicated, incl. tow bar, shaft or others. Campers, caravans, SUVs or vehicles higher than 1,80m (and/or wider than 1,85m even if no over-height surcharge was calculated) must be declared while booking. The vehicle is accepted as single loading unit without declaration of value. The Passenger who intends to declare the value of the vehicle embarked, shall formalize it in writing before purchasing the ticket as in this case, the cost to transport the vehicle will be calculated according to the declared value. Therefore, any value declarations presented after purchasing the ticket will not be accepted.

**5.3** SNAV will be liable for the loss or damages to the vehicle embarked with the passenger, within the limits set forth by art. 422 and 423 of the Navigation Code, and exclusively in case the incident is ascribable to the company and reported to the crew when it occurs with consequent compilation of the claim report by the Master.

**5.4** Should the vehicle's characteristics and sizes do not correspond to those declared by the passenger and indicated in the ticket, loading will be allowed only after checking availability by the crew and upon payment of any price differences. Failure to comply with the afore-cited rules will result in the voidance of the ticket.

**5.5** SNAV cannot be considered liable in case of non – respect of the order regarding the disembarking of vehicles on the islands of the Gulf of Naples. Passengers are required, at their own responsibility, to take info about the possibility of embarking and disembarking vehicles on the islands with required authorization. The Company shall not refund Passengers who are not authorized to disembark on the island

## Art. 6 Luggage

**6.1** Will be considered "Luggage": Suitcases, Travel bags, Rock sacks and similar containing personal effects carried along on board by passengers. Sale agents' samples are allowed as luggage, granted the obligation to render suitable customs' declarations.

**6.2** Hand luggage - Passengers are entitled to an allowance of **one only free hand luggage within max dimensions of: 50cmx35cmx20cm and not exceeding maximum weight of 9 Kg.** Passengers is liable to verify the dimensions and the weight of his luggage. **Any luggage exceeding the allowance dimensions and weight will be boarded on payment of the "ticket for luggage"**. Payment of luggage ticket is intended only for transport of it. If the passenger cannot present the ticket for luggage, he will have to pay the double amount of the standard fare.

**6.3** The ticket price does not include the fee for the porter services. Each passenger can carry his luggage to the assigned place. If luggage cannot be stored at the assigned seat due to its sizes, the passenger shall store it in the areas indicated by the crew (upon showing the ticket indicating luggage). No luggage of any sort can be placed on top of seats or in any other position which might create disturbance or obstruction to other passengers.

**SNAV cannot be considered liable for occurred damage because luggage handling is always carried out at the Passenger's sole risk and liability.**

**6.4** Every complaint regarding luggage damages or losses, caused by the ship, will be treated as specified in art. 412 of the Navigation Code, the refund is for a maximum of euro 6,19 each luggage for each kg and only in case the crew verifies the damage and this is recorded in the log book, second section, by the Master. The passenger has the duty to immediately notify the crew, before or upon landing, any loss or damages to luggage and carried objects. Failure to report visible damages to luggage will void the rights set forth by art. 412, 435 of the Navigation Code and EC Regulation 392/2009.

**6.5** Only in case of not visible damages or luggage loss, the passenger shall prevent a written claim within fifteen days from the

landing date or from the date the luggage was returned or expected to be returned (art. 15 of EC Regulation 392/2009).

**6.6** Lost & Found - The Carrier shall not be liable for losses of personal effects or luggage left on board of the ship unless the Passenger can prove that they were caused by the Carrier. The Carrier has set up a lost property service which can be contacted using the electronic contact form, selecting the heading "**form complaints and suggestions**" on the website [www.snav.it](http://www.snav.it). The unattended luggage is shielded by the Company for a maximum period of 30 days. When the period of 30 days ends, the lost luggage is given to the mayor of the district where the recovery has taken place.

## Art. 7 Pets

In order to be allowed on-board, in general all pets **shall hold a ticket, veterinary certification stating they are in good health and they must have undergone the prophylaxis for external parasites.** Dogs must be registered with the Canine Registry. Pets travel at the passenger's care and responsibility. Passengers are liable for any damage caused to objects or third parties, related to their pets. The carrier declines any liability for the potential seizure or euthanization of pets by the Medical Authorities of the embarking/landing port and also for accidents to pets, their escape, loss or death occurred during transport or during embarking or landing, granted any cases of malice and/or fault ascribable to the carrier. In compliance with the Order of the Ministry of Health of 27th August 2004, owners shall apply the muzzle and leash on their dogs when walking in public areas and means of transportation. The size of the pet must be small or medium: the boarding can be denied for pets of bigger sizes, or, as an alternative, it can be accepted if it does not cause a disturbance for other passengers.

## Art. 8 Failed departure

The passenger who does not arrive at check-in within the established or fails to embark on-board the ferry, will not be entitled to any refund of the paid price, not even partially. No refund will be acknowledged if the Passenger does not embark in time after checking-in.

## Art. 9 Travel cancellation, delay, interruption

**9.1** In the cases foreseen by the Navigation Code and in cases of objective need and/or force majeure, the Carrier has the faculty to cancel the scheduled departure, change itinerary (adding or omitting ports of call) and change the departure port. In case departure is delayed, the Passenger will be informed and assisted pursuant to art. 16, 17 and will be granted the protections set forth by art. 18 of EU Regulation no. 1177/2010, without prejudice to the exemptions set forth by art. 20 of the same Regulation. In case of delayed arrival to the destination port, without prejudice to the exemptions set forth by art. 20 of EU Regulation no. 1177/2010, if eligible, the Passenger will be entitled to an indemnity as set forth by art. 19 of the same Regulation.

**9.2** The Master, in the cases foreseen by the Navigation Code and cases of objective need and/or force majeure, is fully entitled to proceed without pilot, tow and assist other ships in any circumstance, deviate from the ordinary route in any direction, for any distance and scope related to its duties of Master, as set forth by the Navigation Code and International Conventions. In said hypothesis, he can change the ship's itinerary, also in the opposite direction or over the usual route, transfer passengers and vehicles on any other ship or means of transportation whether belonging to the carrier or not, directed to the destination port.

**9.3** The Carrier is not liable for damages caused by delay or non-execution or non-compliant execution of the transport should the event be linked to a fortuitous case, force majeure, bad weather-marine conditions, strikes and technical failures constituting force majeure or other causes not ascribable to it, as set forth by art. 402, 403, 404 and 408 of the Nav Code and cases foreseen by art. 20 of EU Regulation no. 1177/2010.

**9.4** Under no circumstance the carrier shall be deemed liable for delays due to port operations.

## Art. 10 Refunds and changes

The contract, once concluded, cannot be terminated by the contracting parties. SNAV, however, by way of derogation from Article 400 of the Naval Code, grants a passenger who has purchased a ticket online or through a call center who no longer intends or is unable to depart the right to achieve a refund of part of the passage price. Except for pre-sale and booking fees, which always remain the responsibility of the passenger and are not refundable, the refund will be 100% of the ticket price if the passenger's written notice to [callcenter@snav.it](mailto:callcenter@snav.it) is received at least 30 days before the departure date, 80% of the ticket price if the passenger's written notice to [callcenter@snav.it](mailto:callcenter@snav.it) is received in the period between the 29th day and 48 hours before departure, and 50% if the written notice to [callcenter@snav.it](mailto:callcenter@snav.it) is received between 48 hours and 4 hours before departure. No refund will accrue to a passenger who files a request for cancellation from 4 hours before departure to departure and in the event that he or she fails to show up for boarding for any reason (no show). All tickets are valid only for the date, route and time indicated on them. Notwithstanding the above, SNAV grants passengers the right to change the date, route, and/or time upon verification of seat availability.

For ticket modification made at least 30 days before the departure date, the passenger will not pay any amount as modification cost, while only the fare difference, if any, will be applied. For ticket modification made in the period between the 29th day and 1 hour prior to departure, the passenger will be required to pay the amount of Euro 2.50 per modified route in the event that as a result of the modifications the new ticket is of equal or lesser amount than the original ticket. Any change in the issued ticket does not entitle the passenger to a refund. If, as a result of the changes, the new ticket is of a higher amount than the original one, the passenger will be required to pay the amount of Euro 2.50 per changed route plus the fare difference. The purchase or withdrawal of the boarding pass at the ticket office does not entitle the passenger to a refund.

## Art. 11 Passenger claims and notices

In virtue of the principle of good faith in executing the contract, the passenger shall have to notify immediately the crew about any issue so that the company can promptly solve it. The passenger can report to the purser any issue concerning the on-board accommodation. In order to leave remarks and feedbacks on the travel, to transmit a claim or indemnity request (ex-art. 19 of EU Regulation no. 1177/2010), the passenger, holder of the ticket, can send claims and/or suggestions by filling out the relative form "complaints and suggestions" available on our website [www.snav.it](http://www.snav.it). Alternatively, the passenger, holder of the ticket, can send a registered letter with return receipt to SNAV S.p.A. Legal Office, Stazione Marittima, Molo Angioino 80133 Naples.

The applicant shall provide their name, surname, contact information, enclose a copy of the ticket and/or boarding pass in their name and the reason for dissatisfaction. The passenger authorizes the Carrier to use personal data. To submit a claim or request for compensation the person submitting the claim must be

one of the passengers. Claims for compensation may only concern the persons booked upon express delegation of themselves. Passenger rights with reference to a delay and/or indemnity request are voided if they are not made and/or presented to the Company Legal Office, through the form "**complaints and suggestions**" or sending a registered letter with return receipt or writing a pec to [ufficiolegalesnav@pec.it](mailto:ufficiolegalesnav@pec.it) within two months from the date on which the service was provided or should have been provided.

Accidents or damages suffered by people or things must be reported immediately to board officials on the ship where they occurred.

## Art. 12 Passengers information and protection of personal data

**12.1** Where required the Carrier has the right to use the personal data, provided by the Passengers solely for the execution of the contract in compliance with the aforementioned legislation and the EU Regulation no. 679/2016 art. 6. Passengers agree to the processing of personal details available on [www.snav.it/privacy](http://www.snav.it/privacy).

**12.2** SNAV shall not be liable in case of videos and/or photos published on the web made by passengers portraying other people on board.

## Art. 13 Safety information

**13.1** During navigation all passengers should remain seated. It's forbidden, for all passengers, to go outdoor areas. The Company cannot be liable for any accident or damage occurred because of ignorance of above rules. In compliance with the provisions set forth by applicable laws, passengers shall present the ticket and identification document upon request of a ship's officer. They shall also allow potential inspections on their luggage, if required. Said checks may also be carried out by port authorities. Said checks may also be carried out by port authorities. Please be advised that a minimum distance of 50 meters must be kept from ships and high-speed vessels when the latter are moored at the port. Moreover, the Company informs that port authorities may have additional requests and charge additional taxes, which have not been previously quantified.

**13.2** It is strictly prohibited to carry on board any kind of ammunition, explosives, fuels or any sort of dangerous or health hazardous material.

**13.3** It is strictly prohibited to carry on board dangerous wares like drugs, combustible liquids or other wares which are considered illegal according to the local laws.

**13.4** Passengers found carrying arms or causing problems or danger to themselves or to other passengers because of their physical condition (illness or drunkenness etc.) can be refused boarding by the Captain or responsible crew members and can be taken against them all precautions as prescribed by law.

**13.5** It is strictly prohibited unauthorized use of drones on board.

## Art. 14 Prescription

The rights derived from the transport contract of people, luggage and vehicles are prescribed once the terms set forth by art. 418 and 438 Navigation Code, are elapsed.

## Art. 15 Applicable law and competent court

This contract is regulated by Italian laws and interpreted in accordance to the same. Any dispute shall be exclusively devolved to the Court where the Company boasts its legal office. Nonetheless, if the passenger resides in Italy and is considered a consumer pursuant to applicable Italian laws, competence will be ascribed to the court of residency or domicile of the latter.

**SNAV S.p.A.**  
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