



TERMS & CONDITIONS

Grimaldi Compagnia di Navigazione SpA acts as agents for the Carriers: Atlantica SpA di Navigazione SpA and Grimaldi & Suardiaz SpA. 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:

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, 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 to 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 behaviour 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 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 Ferries and its agents, or on www.grimaldi-ferries.com. To confirm a booking the passage fare has to be paid in full. Payments have to be made to Grimaldi Ferries, 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) and interpreted according to the Italian law, and by International Conventions that might apply, in particular the Athens Convention of 12\12\1974 as modified by the London Protocol of 19\11\1976..

PASSAGE CONTRACT (Ticket)

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

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

At check-in at the departure port the ticket will be exchange against an individual Boarding Pass that has to be kept during the entire crossing. A passenger found on board without the passage ticket or the boarding pass will be obliged to pay the double of the passage fare (§399 of the Italian Code of Navigation).

FARES

The fares are expressed in Euro. The fare mentioned on the ticket is based on the tariff valid at the date of printing of the ticket. The carrier has the right to increase the fares before de departure, both of the outward and the homeward journey. If this is the case the passenger is obliged, prior to embarkation, to pay the difference in fare or has the right to withdraw from the passage contract receiving refund of the non used part of the passage money paid.

The passage fare does not include meals on board.

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 proprieties 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\1003 and application agreement of 16\1\2\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 with vehicle have to check-in at least 1½ hours before scheduled sailing time (to and from Tunis three hours). Foot passengers have to check-in at least one hour prior to scheduled sailing time (to and from Tunis, two hours). Passengers arriving late for check-in loose their reservation and embarkation cannot be guaranteed any more.

At embarkation passengers have to be in posses 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, a valid passport is required. For EU countries (Italy, Spain, France) 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.

EMBARKATION OF UNDER AGED PASSENGERS

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 authorisation, signed by both parents, has to be remitted to the Master or the Purser of the vessel. Photoastate copy of a valid ID document of both parents have to be enclosed to this authorisation. In case of non European citizens, photostate copy of the Aliens Certificate of Registration of the parent on who's Certificate the child is registred 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 delaration 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. Photoastate copy of a valid ID document of both parents have to be enclosed to this authorisation. In case of non European citizens, photostate copy of the Aliens Certificate of Registration of the parent on who's Certificate the child is registred 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 possess 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 PREGNENT WOMEN

Pregnant women, from the 6th month onward can travel only if they have a medical certificate authorising 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 indipendent 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 woman if, in his sole judgement, 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.

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 insurance coverage for cancellation waiver, luggage, travel accidents and repatriation. For vehicles see next paragraph.

ACCOMPANIED VEHICLE

Only vehicles registered for transport of persons are accepted as accompanied vehicle. Vehicles containing luggage with items other than personal belongings or goods carried for commercial purposes 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.

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 double of the difference in fare. All measurements are meant "over all" including any appendix, tow-hook and items carried on top.

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 forbidden to leave any baggage or other items on top of the vehicle during the journey.

It is compulsory, at time of booking, 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 licence. During the entire permanence on board the interception valves of the LPG tank have to be closed.

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 for disembarking the vehicle for custom duties, import licence, 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 other than personal belongings. wherever kept on board the vessel. The Carrier is in no way liable for any luggage containing items other than personal belongings.

CURRENCY

The official currency on board is the Euro. 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. Dogs of races considered dangerous and animals that by general standards are not considered pets are not allowed on board.

Pets must be accompanied by the European Pet Passport.

TERMINATION OF CONTRACT BY THE PASSENGER (*)

Cancellations must be notified to the Carrier in writing. The following cancellation fees apply on the total amount of the ticket (passengers, vehicles, pets, other items):

Normal fare ticket:

- 10% penalty (plus fix dues) up to 30 days prior to sailing
- 30% penalty (plus fix dues) from 29 to 7 days prior to sailing
- 50% penalty (plus fix dues) from 6 to 2 days prior to sailing
- 100% penalty (plus fix dues), 1 day or less from departure and no show

Special fare tickets and tickets issued with return discount are not refundable.

In case the passenger cannot travel for reasons not depending on him, art. 400 of the Italian Navigation Code is applicable.

No refund is granted for missed embarkation due to refusal by authority or due to missing or insufficient personal documentation or vehicle documentation.

MODIFICATION OF BOOKING (*)

Tickets and Bookings can be modified at a cost of € 30, plus the difference in value between the new ticket and the original one.

The following modifications are possible:

- Change of sailing date, until 2 days prior to departure (for later changes, the cancellation fees apply).
- Change of accommodation, until day of sailing
- Change of vehicle, until day of sailing
- Change of name, until 2 days prior to departure (for later changes, the cancellation fees apply)
- Addition of passenger, until day of sailing
- Addition of vehicle, until day of sailing
- Addition of pet, until day of sailing

Modifications and additions are subject to availability.

Tickets issued at special tariff, promotional fare, or with return reductions can only be modified prior to the outward journey.

(*)The Carrier reserves the right to change the conditions for modification of bookings and for termination of contract by the passenger on specified departures.

TERMINATION OF CONTRACT BY THE CARRIER

In case of cancellation of sailing, the Carrier refunds the passage money paid by the passenger, plus an amount equal to the cancellation fee the passenger would have to pay if he cancelled the reservation at the same date.

The date of cancellation considered is the day on which the Carrier informs the passenger, or the travel agent through which the ticket has been purchased, of the cancellation of sailing

In case the Carrier cancels a sailing for reasons not depending on him, art. 408 of the Italian Navigation Code is applicable.

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, date of birth, number of ID document. 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.

The General Conditions for "Eventi – Grimaldi Lines" programmes are available on the web-site www.grimaldi-lines.com at the bottom of each programme

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