

AQUAVISION

GENERAL CONDITIONS OF TRANSPORT

Issued by AQUAVISION Servizi Marittimi s.r.l. with its registered office at Portoferraio (LI) in via Guerrazzi, 53; hereinafter also referred to as “the Company” or “the Carrier”.

The following general conditions of transport are adequately advertised at all ticket offices, company offices, and affiliated travel agencies.

The term “passenger” refers to any person transported under these General Conditions for passenger transport. The passenger is required to comply with Italian and foreign laws, the regulations of the carrier, and the instructions of the Ship’s Captain. Reports or complaints can be addressed to info@aquavision.it.

- 1. TRANSPORT REGULATIONS.** The subject of the contract is the provision of transport services for persons and any small accompanying luggage as governed by these general conditions, articles 396 and following of the Italian Navigation Code, and Regulation EC/392/2009. The designation of the ship performing the transport is merely indicative as the carrier may perform the transport with another ship, even from other carriers. The carrier disclaims any liability for damages caused to the passenger by delays or non-performance of transport if the event results from fortuitous events, force majeure, adverse weather and sea conditions, strikes, and technical failures constituting force majeure or other causes not attributable to the carrier. The Ship’s Captain has the right, in the presence of events that could compromise the safety of the ship and/or passengers, to modify the itinerary. Offers and advertised conditions may be subject to changes until the ticket is issued. For the liability regime concerning the transport of passengers and any small accompanying luggage and for matters not covered by these general conditions, express reference is made to the current regulations of the Italian Navigation Code. Until disembarkation, passengers are responsible for their hand luggage and its contents. The crossing times are indicative and calculated based on the distance between ports and in favorable weather and sea conditions. The carrier cannot be held responsible for delays due to port operations.
- 2. TICKET VALIDITY.** The passage ticket is personal, non-transferable, and valid only for the specified transport. The passenger must keep the ticket to justify their right to travel and show it along with a personal identification document to any ship’s officer or Company official upon request. Passengers without a ticket or who cannot prove ownership will be required to pay double the passage price, without prejudice to further damage compensation. Upon ticket issuance, the customer must verify that all data correspond to their request. The carrier assumes no responsibility for errors or omissions reported later.
- 3. TOTAL TICKET CANCELLATION AND REFUNDS.** Issued tickets can be refunded provided the cancellation occurs before the purchased departure date. The refund request must be sent



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via email to rimborsi@aquavision.it if the tickets were issued directly by the Company, with the receipt of the refund request determining the timing. For tickets issued by Travel Agencies, the refund must be requested from the issuing agency according to their terms and conditions. Cancellation is always subject to the following penalties:

- o 10% up to 30 days before departure;
- o 20% from 29 days up to 48 hours before departure;
- o 50% from 48 hours up to 12 hours before departure.

No refund will be given if the cancellation occurs less than 12 hours before departure. For tickets purchased on the same day as the departure date, the cancellation penalty is 100%, and no refund will be granted if the passenger does not show up for departure.

4. **FAILURE TO RECEIVE ONLINE TICKETS.** In case of non-receipt of a travel ticket due to causes not attributable to the carrier, such as incorrect contact information provided by the passenger, malfunction of their internet or mobile network, or computer or phone terminal, it must be promptly reported to the Company at info@aquavision.it or by phone at 0565976022.
5. **CHANGE PENALTIES.** Changes in date, line, number of passengers, or time will follow the same rules regarding timing as already set for cancellations and may be accepted within the limits of available seats and spaces.
6. **REDUCED FARES.** Passengers benefiting from reduced fares for reasons of age or residence must show a valid identification document proving their right to the discount at the ticket purchase and boarding.
7. **ACCESS TICKETS, TAXES, FEES, CHARGES, AND OTHER COSTS.** They can be refunded according to the same rules and procedures provided for ship tickets.
8. **CHECK-IN.** The deadline for presenting oneself for boarding is 15 minutes before the indicated departure time. After this term, the reservation is void with a 100% cancellation penalty, and boarding is no longer guaranteed.
9. **PREGNANT WOMEN.** For pregnant women with uncomplicated pregnancies after the 6th month, a medical certificate issued no more than seven days before departure is required, stating fitness for sea travel, to be presented to the Ship's Officer or onboard staff. In case of pregnancy complications, the passenger must have a medical certificate authorizing travel regardless of the pregnancy month. The Captain retains discretion to refuse passage if they deem the passenger unfit for travel.
10. **UNACCOMPANIED MINORS.** Children aged 12 to 17 may travel unaccompanied under the responsibility of their legal guardians. At boarding, a written declaration containing all the ticket details must be presented, with which the parent or legal guardian assumes responsibility for the



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minor's journey, along with a family status certificate and the signatories' identity document. Children under 12 cannot travel alone and must be accompanied by another adult passenger at boarding, disembarkation, and during the journey.

11. **ANIMALS AND PROTECTED SPECIES.** Animals will be boarded only with a ticket, rabies vaccination document where required, and a valid medical certificate. In compliance with the Ministry of Health Ordinance of 27/8/2004 and published in the Official Gazette No. 213 art. 2, dog owners must apply a muzzle and keep dogs on a leash. Pets are only allowed on the ship's external decks. Specimens of protected animal or plant species, in compliance with art. 727-bis of the penal code, and pursuant to EU directives 92/73/EEC and 2009/147/EC, as well as Law No. 150 of 7/2/1992 pursuant to Regulation EC No. 338/97 of the Council of 9.12.1996, can only be transported with the appropriate license or certificate and under the specified conditions.
12. **TRANSPORT OF WEAPONS.** In compliance with the Maritime Navigation Regulation D.P.R. No. 328 of 15/2/1952 Art. 384 - "Passengers, upon boarding, must hand over to the ship's captain, who will keep them until disembarkation, any weapons and ammunition in their possession. The retrieval of weapons or ammunition for those who possess them due to their office or service is allowed only for serious and verified reasons indicated with a specific declaration upon retrieval. Failure to report the transport of weapons is sanctioned under art. 1199, second paragraph of the Navigation Code, unless it constitutes a more serious crime.
13. **PASSENGER INFORMATION.** In compliance with Decree Law No. 38 of 11/5/2020 pursuant to Directive (EU) 2017/2109 of 15/11/2017 and regulations regarding the application of the ISPS code on anti-terrorism measures, all boarding passengers must communicate to the carrier any information regarding their need for special assistance in emergencies. All passengers, including minors, must present themselves at boarding with a valid identification document; otherwise, boarding will be denied. Passengers needing boarding assistance must communicate this at the booking stage, contacting the Company's offices to know the availability of suitable accommodations and/or access facilities onboard. Passengers must also communicate their personal details at the booking stage, including: SURNAME, FIRST NAME, GENDER, NATIONALITY, AGE. If these details change between booking and boarding, passengers must notify these changes. Personal data collected under this article are stored only for the necessary time required by current regulations.
14. **PASSENGER HEALTH CONDITIONS.** The Company does not accept passengers who require medical assistance during the transport at the discretion of the onboard Command, unless an appropriate medical certificate, issued no more than 48 hours before departure by a public health facility (Hospital, ASL), states that the passenger does not require medical assistance during transport. Under these conditions, the Company will board the passenger, disclaiming any liability in this regard. The Captain also has the discretion to deny boarding to



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passengers in physical or mental conditions that prevent them from traveling or that may cause discomfort or danger to themselves or others due to drug, hallucinogen, or alcohol abuse. In all such cases, the passenger will not be entitled to compensation for damages and will be responsible for any damages caused to themselves, the ship, its equipment or fittings, third parties, or third-party property. Acceptance of the passenger onboard by the Company should not be considered a waiver of any rights to assert reservations about the passenger's conditions, whether known or unknown to the carrier at the time of boarding and/or departure of the ship.

15. **PEOPLE WITH DISABILITIES AND REDUCED MOBILITY.** The carrier accepts bookings from people with disabilities and reduced mobility under the same conditions applicable to all other passengers. People with disabilities or reduced mobility must notify the carrier at the time of booking or purchasing the ticket in advance of their specific needs for accommodation, seating, services required, or the necessity to transport medical devices, provided such needs or requirements are known at that time. The notification can be transmitted to the travel agent or tour operator from whom the ticket was purchased. The Company provides the necessary information to the passenger regarding access conditions and onboard assistance, including port of departure presentation times. The Company may refuse to accept a booking, issue a ticket, or deny embarkation of a person with a disability or reduced mobility if this prevents the person from complying with safety requirements or requires that the ship, its fittings, or passenger services must be adapted, which is not feasible under the relevant regulations. If denied booking or boarding, the Company must provide the reasons in writing within five working days of the request. If the conditions for boarding refusal cease to exist, the Company will offer the passenger a refund or an alternative transport option. Where necessary, the Company will assist the person at no additional cost to embark or disembark safely. This assistance is free of charge and can be provided by the Company or other entities acting on its behalf.
16. **LUGGAGE.** Only small hand luggage is allowed onboard. The Company reserves the right to prevent the boarding of luggage that exceeds the specified dimensions and characteristics. The passenger is responsible for storing their luggage properly during the trip. The Company assumes no liability for damage or loss of luggage. Any claim for compensation for damage or loss of luggage must be made in writing within 3 days of disembarkation. The passenger must check their luggage and report any issues to the Company before disembarkation.
17. **LOST ITEMS.** The Company will not be held liable for any lost or forgotten items onboard. However, if items are found, they will be kept by the Company for a period of one month, after which the Company will dispose of them as it sees fit. The owner of the lost item can contact the Company to arrange for retrieval, provided they can prove ownership.
18. **PASSENGER LIABILITY.** The passenger is liable for any damages caused to the ship, its equipment, or fittings and for any injuries or damages caused to other passengers, the crew, or



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third parties, including their belongings. The passenger must indemnify the Company for any costs incurred due to their actions or omissions.

19. **DISPUTES.** Any disputes arising from the transport contract will be subject to the jurisdiction of the competent court in the location where the Company has its registered office.

These general conditions of transport form an integral part of the contract of carriage and are binding on the passenger upon purchasing a ticket or boarding the ship. The passenger's acceptance of these conditions is implicit in their act of purchasing a ticket or boarding the vessel.



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