



GENERAL TERMS OF TRANSPORT FOR PASSENGERS WITH AND WITHOUT VEHICLE

The shipping company undertakes to transport passengers and vehicles according to the present General Terms of Transport available in the port offices, the ticket counters. The term "passenger" is used to designate all persons who are being transported on the basis of these General Transport Terms and conditions for passengers with and without vehicles. The terms "transport enterprise", "carrier" and/or "company" is used to designate T-link di Navigazione S.p.A. (T-Link), (registered office) in Palermo – Italy Via Torre Arsa 24 (C.F. e VAT no. 05790960826). The transport enterprise shall offer transport service in accordance with the present General terms of transport. With the order (= reservation, booking) or the purchase of the ticket (also over the phone), every passenger declares explicitly to have taken due notice of these conditions and commits to respect and accept them to their full extent.

1.-TRANSPORT REGULATIONS:

The object of the contract shall be the transport service, as regulated by sections 396 and seqq. of the Italian Merchant Shipping Act (Codice della Navigazione). The indication of the ship that will undertake the transport is not binding for T-Link which is entitled to carry out the voyage with a different vessel. The shipping company shall not be held liable for damage caused by strike, missing or belated trips respectively due to bad weather conditions, by technical or mechanical defects of the ship, and by incidents which the shipping company is not responsible for, such as quarantine, war, and any form of Acts of God. The shipping company reserves the right to change ports, times of departure and arrival (this can also be ordered by the captain for reasons of security for passengers and the ship respectively), terms and tariffs without prior notice. The arrival and departure times have been calculated on the basis of the distances to the individual ports and due to good weather conditions. The transport enterprise is not to be held liable for any delays caused by port operations. The planned ship duty can be altered by the transport enterprise without having to give due cause. The passengers shall be responsible themselves for their luggage and their personal belongings until disembarkation.

2.-VALIDITY OF THE TICKET:

The ticket is issued under a name, is nontransferable, and is valid for only those crossings specified on the ticket. The passenger is to keep the ticket to prove its own right to the trip and present it on request of an officer or a representative of the carrier. Should the individual not be in possession of a valid ticket, twice the regular ticket amount will be charged and the individual may be liable to pay for damages. Acknowledgements from travel agencies for crossings in the form of a letter cannot be accepted. For incorrect information on the number of persons, vehicles, etc., the difference in amounts is to be paid immediately. When incorrect information on lengths and heights are given, one may be placed in a waiting list and embarkation refused. Open date tickets cannot be issued. For bookings performed in Italy the Italian travel conditions apply. At the purchase of the ticket, the customer needs to check, if all information correspond with the statements and data of his booking. T-Link di Navigazione S.p.A doesn't take over any responsibility for a wrong ticketing.

3.-CANCELLATIONS/REIMBURSEMENTS:

Ordinary fare tickets issued could be refunded provided that cancellations must be submitted in written form and confirmed by T-link di Navigazione before the intended date of departure (also possible en route in any travel agent's with a T-link di Navigazione agency and transmit to our Reservation Center). Original cancelled ticket must be given to the Agency that made the cancellation. Refund must be required to the issuer agency and fees will be charged as indicated below. This is carried out as follows (day of cancellation will not be counted):

- down to 30 days before departure: 10% of the travel price;
- 29 days - 48 h before departure: 20% of the travel price;
- from 48 hours to 1 hour before departure: 50% of the travel price.
- Should the person not appear or cancel at a later date or the ticket has been bought the same day as departure day a 100% fee is charged.

4.-LOSS/THEFT OF THE TICKET:

The booking office and the port offices must be notified immediately of loss of a ticket or theft of a ticket at the time of departure. Replacement tickets may only be issued on condition that the lost ticket has not been used. The passenger shall provide proof of identity and pay € 10,00 will be charged immediately for the issue of a replacement ticket.

5.-PENALTY FOR BOOKING CHANGES:

Per each change (required in writing) after a booking confirmation has been made or after acceptance of a seat offer (also by telephone), a fee of euro 10,00 is charged if not specified otherwise in the terms & conditions (in addition to the possible necessary extra charge for changes in the seasonal period, number of persons or change in vehicles). The day of the change to the reservation and the departure day will not be included.

Changes, if allowed, can be made up to 90 minutes before departure, however only for dates, which are stated in the current T-Link brochure. From 9 days before departure date the ticket price does not change if due to a change in season the final price of the new booking is lower than the originally reserved trip, i.e. the original value of the booking is charged. For BEST OFFER and PEX RATES see also point 6. For booking changes performed in Italy the Italian travel conditions apply. Tickets which have been changed by hand and do not have a T-Link stamp will not be accepted. For partial cancellations (e.g. decrease in the number of persons, cabins, etc.) fees shown at points 3 and 6 will be charged.

6.-SPECIAL FARES:

(all PEX RATES, BEST OFFER) are only available in limited numbers on departures in Best Price A. The special tariffs shall not be applicable retroactively. In addition, the terms of application being advertised each time with the special tariffs shall apply. Surcharges and other costs will not be refunded. They can only be cancelled against 100% cancellation costs. 100% cancellation costs will be charged on all categories/people listed in the reservation in the event of a cancellation being made. Surcharges and other costs will not be refunded. No reimbursements for not appearing for the trip/partial route. Amendments and name changes are possible up to 90 min. before departure (fees per partial trip euro 25,00 plus the possible difference between the former price and a necessary higher price). In case of cancellation, the ticket price is charged. Our special offers (if not further advertised) apply exclusively to motorcycles or vehicles for passenger transport of cat. 1 - 3, which are not higher than 2,20 m, even not for roof baggage or bicycles and not longer than 5,00 m. Vehicles (empty or loaded) or other delivery vehicles, which are designated for cargo transport are not allowed. This offer does not apply to minibuses for more than 8 people, pick-ups, camper, delivery vehicles, any trailer ect. If it is established at embarkation that the vehicle is a special motor vehicle, you will be fined the difference between the special offer price and the normal tariff of the respective vehicle category.

7.-CHECK-IN:

Before boarding the ship all passengers and vehicles must check in (latest 45 minutes for passengers and 2 hours for passengers traveling with vehicles, with the exception of possible instructions given by Authorities). Immediately after the check in, the passenger shall go to the embarkation. If the check in is not done in this requested time, we cannot guaranty the transportation.

8.-VEHICLES EMBARKATION AND DISEMBARKATION:

Please observe the specified vehicle categories and inform us about your car plate number. You can find the detailed description in our brochure or in Internet – we please you to strictly observe them. A) Gas-propelled vehicles must be registered extra at the time at the booking and for embarkation. B) Vehicle's alarm systems and antitheft devices must be switched off on the ship. The driver is responsible that the hand brake is applied, a gear is putted in, the lights are switched off and the vehicle is closed by key. C) When supplying information about length, width and height we require the overall dimensions of the individual dimensions including possible rear or roof carriers. In case of wrong information and/or non-compliance with the regulations you will be fined with a supply payment (plus an extra charge of 50 e), it can be necessary a waiting list and the embarkation can be refused. Trucks, delivery vehicles (longer than 6m) or empty or loaded vehicles, which are designated for cargo transport and vehicles with more than 1500 kg of load are not considered as special vehicles but as freight vehicles. To those vehicles this General Terms shall not apply and the carriage of the same vehicles is regulated by specific general conditions available as indicated in Clause 21 below. With reference to Article 412 and 435 of the Italian Codice della Navigazione possible vehicle damages or other events originated through our ships must be reported before the debarkation. The passenger must report the damage to a responsible officer, so that a damage form can be filled in and signed. Without this form a refund is not possible.

9.-PETS:

.Dogs and cats must be inoculated (Inoculation passport necessary). Please observe the entrance regulations of the countries. Dogs must kept on a lead and must wear a muzzle on board and are not allowed inside of our ships, in cabins or lounges.

10.-PASSENGER DETAILS:

In accordance with L.D. No. 251 from October 13, 1999, and in connection with EU-Instruction 98/41 from June 18, 1998 and due to anti-terrorism regulations and the ISPS Code, we have to notify our customers of the following: each passenger requiring special help or assistance in emergency situations must make the transport enterprise aware of this fact before embarkation. Passengers requiring assistance for the embarkation (persons with deambulation problems, with or without vehicles) shall go to wharf for the embarkation at least two hours before, pointing out this need to our dock/board staff to allow vehicle to be loaded near appropriate access to the ship and the assistance to be attended during embarkation/dise embarkation. All passengers must provide the following information when making reservations: surname, first name (or initial), sex, age category (baby, child, adult). Any changes in relationship to the abovementioned information which may occur between the time of reservation and the crossing must be provided immediately. The personal data will only be used during the specified times and in conformity with Decreto Legislativo n. 196/2003.

11.-JURISDICTION:

For the transport of passengers with and without vehicle, Italian law shall be exclusively applicable. All disputes arising out in connection with the present contract, including those concerning its validity, interpretation, performance and termination, are attributed to the exclusive jurisdiction of the Tribunal of Genoa.

12.-PORT TAXES, SURCHARGES, LOCAL TAXES AND OTHER COSTS

Changes can be made at any time up to the issuing of the ticket, except variation due to tax, charges or other costs arising from changes of current regulations which can be made also after the issuing of the tickets.

13.-BOOKING CABINS AND COACH SEATS:

Passengers with reservations for cabins and recliners must report immediately after embarkation to the reception desk on the ship. 90 min. after departure, the seats not taken are forwarded to passengers who registered in a waiting list at the reception of the ship. Clients have to leave their cabins 1 hour prior to arrival. On board purchased cabins are calculated with an extra charge of 10 € to the valid tariff.

14.-SECURITY AND COSTS ISPS:

In compliance with the international code ISPS related to the norms of anti-terrorism, the passengers are informed that security controls for passports, vehicles, luggage can be done at the port or on board of our vessels. The transport enterprise points out that the costs for ISPS can be increased on behalf of the port authorities also after brochure pressure. For your safety: while the ships are in the ports, it is highly recommended not to get closer than 50 meters to the ships and moorings.

15.-EMBARKATION:

After you have done the embarkation procedure you cannot leave the ship, neither people nor vehicles. Please take all items necessary for the crossing out of the car and with you on board as the garage decks will be closed after departure and you will not be able to access your car after that.

16.-DECLARATION REGARDING THE VALUE OF THE VEHICLE RIDDEN IN:

It is pointed out, that - limited to the direct material damage to the vehicle ridden in which occurred during the transportation and due to the fault of the transport enterprise, differing from Art. 423 of Italian Codice della Navigazione, T-link di Navigazione S.p.A. waives the entitlement to the compensation limit of 103,29 €, as all other legal and contractual conditions are fulfilled that entitle a claim to compensation for such damage. This will therefore be compensated in full, without any upper limits. The waiver mentioned above makes the submission of a declaration concerning the value of the vehicle ridden in superfluous.

17.-CARRIAGE OF PREGNANT WOMEN:

Possible up to and including 6 months, after which traveling is possible only with a doctor's note (not older than 48 hours), which must be produced on board on request. With a high-risk pregnancy a doctor's certificate giving permission to travel is always necessary.

18.-CHILDREN AND YOUNG PEOPLE

from the age of 12 to and including 17 shall be allowed to travel alone, if a corresponding permit of the parent has been submitted (the execution must be in Italian and comprise a copy of the parent's ID or passport) or if an adult group leader assumes responsibility. Children under the age of 12 will only be allowed to travel if accompanied by an adult..

19.-VEHICLE LICENSE PLATE NO:

Due to existing security regulations we have to inform the authorities about the vehicle license plate no. of each vehicle for transits. Therefore you are obliged to state this to the transport enterprise.

20.-MEDICAL CARE:

If present on board, the doctor helps exclusively in emergencies or with acute illnesses. The carrier shall not be responsible and does not accept on board people who require medical care during the journey. The carrier is entitled to refuse the embark to that passenger who presents a suitable health organization's (ASL or Hospital) certificate (not older than 48 hours), certifying that he doesn't need medical assistance during the journey and in any case the carrier does not accept any liability for such person. The carrier can refuse carriage, if an appropriate certificate is not presented to say that the journey can be undertaken or if a case of illness arises immediately before or during embarkation. Also passengers, who can be a danger to themselves and others, e.g. through non-registered illness, under the influence of alcohol, hallucinogenic etc. can be refused to embark and/or the passenger can be made liable for all damages caused to the ship, carrier or third parties. The fact that carrier allows passenger to carriage doesn't mean to give up afterward to uphold the right about his condition's reservation, whether or not known by the carrier at embarkation and/or departure.

21.-CARGO:

Trucks, delivery vehicles (longer than 6m) or empty or loaded vehicles, which are designated for cargo transport and vehicles with more than 1500 kg of load are not considered as special vehicles but as freight vehicles. These general conditions shall not be applicable to the carriage of the said freight vehicle and cargo which is regulated by specific general terms available <http://www.t-linklines.it/>

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Possible changes to this General Terms of transports, to the tariffs or to the ports of calling, times of departure and arrival, after the issuance of this text, shall be published on the web site: <http://www.t-linklines.it/>