



Passenger transport on the motorboats of Navigazione Golfo dei Poeti and Consorzio Marittimo Turistico 5 Terre – Golfo dei Poeti is governed by the following provisions:

General conditions of passenger transport

1. Definitions

1.1. For the purposes of these general conditions of transport, the following definitions apply:

1.1.1. Company and/or Carrier: Consorzio Marittimo Turistico "5 Terre-Golfo dei Poeti" with registered office in Monterosso (SP)

Via Padre Semeria, no. 32 Tax Code & VAT no. 01108560119;

1.1.2. Passenger: any person who has entered into a contract for maritime passenger transport and, as a result, is the holder of a ticket issued by the carrier through its sales channels;

1.1.3. Ticket: travel document proving the conclusion of the transport contract or passage ticket pursuant to Article 396 of the Italian Navigation Code. The transport contract covers the maritime transport of passengers, luggage and accompanying animals from the port of departure to the port of arrival, as governed by Articles 396 et seq. of the Italian Navigation Code and EU Regulation 1177/2010.

2. Acceptance of the Service

2.1. The Company guarantees maritime transport in accordance with *the following General Conditions of Carriage*, which the passenger, by purchasing a ticket, implicitly declares to know, accept and observe.

2.2. The *General Conditions of Carriage* are available from the ship's command, the Carrier's ticket offices and can be downloaded from the website www.navigazionegolfodeipoeti.it.

2.3. The text of *the General Conditions of Carriage* downloadable from the website www.navigazionegolfodeipoeti.it is the authoritative version for the purposes of identifying the content of *the Contract*.

3. Tickets

3.1. Tickets can be purchased:

3.1.1. at the Carrier's ticket offices;

3.1.2. online at www.navigazionegolfodeipoeti.it;

3.1.3. by requesting a collective ticket for tourist tours, for which a voucher will be issued to be presented at the Carrier's ticket offices.



3.2. By purchasing a ticket, the Passenger explicitly declares that they have read these general terms and conditions of contract, which can be consulted in the appropriate section of the Company's website www.navigazionegolfodeipoeti.it, at the ticket offices and on board the ship; they also declare that they agree with them and accept their contents in full.

3.3. The ticket must be shown to the staff on board, complete with the "passenger copy" and the "valid boarding coupon". The ticket is personal and non-transferable; it must be kept for the entire duration of the journey and shown at the request of the on-board staff or Company officials responsible for checking tickets.

3.4. Pursuant to Article 399 of the Italian Navigation Code, passengers boarding without a paper or electronic ticket (or season ticket) must immediately notify the on-board staff, who will issue a ticket upon payment of the fare. Failing to do so, passengers without a ticket shall be required to pay double the price of the journey to the port of destination.

3.5. In the event of repeated violation of the provisions of paragraph 3 of this article, either on the same day or on multiple journeys, passengers without a ticket shall be required to pay a penalty corresponding to five times the price of the ticket and, at the discretion of the Company's on-board staff, may be prohibited from using the navigation service and from boarding the Company's ships.

3.6. The ticket is valid exclusively for the journey indicated.

3.7. Passengers are required to check the accuracy of the travel information on the ticket at the time of purchase. In the event of incorrect information, late complaints after departure will not be accepted. Duplicates cannot be issued for lost or stolen tickets.

3.8. The total amount of the ticket consists of the fare plus any other charges shown separately. **(Each ticket with the Cinque Terre marine protected area as its destination, as per Resolution PN5T no. 26 of 30/11/2017, art. 23, includes a tax of one (1) Euro, which the Cinque Terre Golfo dei Poeti Maritime Tourism Consortium is required to pay to the Cinque Terre National Park).**

3.9. The fares applied by the Company include VAT where applicable. For fares, please refer to the Company's updated fare schedule on the website www.navigazionegolfodeipoeti.it, which forms an integral part of these general terms and conditions. For the transport of bicycles or similar bulky items, the fare is half the ordinary fare.

4. Boarding rules



4.1. Passengers must arrive at the ship no later than 30 minutes before the scheduled departure time as indicated in the valid publications (tickets, timetables, fares and other notices). After this time, the Passenger loses all rights to boarding. In case of necessity and/or safety, departures may be brought forward and/or postponed by 1/2 hour from the published timetable without this giving the Passenger the right to make a complaint. For reasons of navigation safety, the ship's command has the right to declare that the ship has reached its capacity. In this case, the Passenger retains the right to transport for the next leg of the journey or to request a refund of the ticket as provided for in Article 9 below.

4.2. Due to the morphological characteristics of some of the locations reached, access for persons with reduced mobility is not recommended. In any case, the Passenger declares that they have checked in advance the accessibility of the ports they intend to reach in relation to their health conditions. The Passenger is aware that the Company has a service for the prior verification of the accessibility of the destination in the ports of the "5 Terre" by telephone on 0187 732987 or by email at info@ngdp.it. Prior information about the accessibility of the destination can also be obtained at the ticket offices.

4.3. In compliance with the international ISPS code on anti-terrorism regulations, Passengers are required to present a paper copy of their ticket (if received) and a valid identity document and must consent to the inspection of their luggage, if requested by the ship's command, before boarding and during the crossing. Any refusal will result in denial of boarding. Passengers are therefore required to carry with them at all times: valid identification, proof of any reduction and a paper copy of the ticket (if received).

4.4. Each Passenger is entitled to free carriage of hand luggage. Luggage must contain the Passenger's personal belongings, transported in suitcases, boxes or similar containers, which are not bulky and do not exceed 50 cm in height, 50 cm in width and 30 cm in depth. Passengers may carry their own luggage with them under their full responsibility. The Company declines all responsibility in the event of theft or damage to luggage. The Carrier shall not be liable for luggage kept by the passenger or for luggage placed in the areas designated for this purpose, unless proof of fault on the part of the Company is provided. However, even in the event of proven liability on the part of the Company, the lump-sum compensation shall not exceed the limits set out in Regulation 392/2009.

4.5. Special medical conditions must be declared at the time of boarding. The Carrier may refuse boarding to Passengers who require



medical assistance during the journey. If the Passenger presents a suitable medical certificate, issued by a public health facility (Hospital, Local Health Authority) certifying that the Passenger does not require medical assistance during transport, the Carrier will allow them to board, declining all responsibility in this regard. The Captain also has full authority to refuse boarding to anyone whose physical or mental condition does not allow them to undertake the journey or to anyone who, due to the abuse of drugs, hallucinogens or alcohol, is dangerous to other passengers. In all the above cases, the passenger shall not be entitled to compensation for damages and shall be liable for any damage caused to themselves, the ship, all its equipment and/or fittings, third parties, and third-party property. The carrier's acceptance of the passenger on board shall not be considered a waiver of any right to subsequently assert its reservations about the passenger's condition, whether known or unknown to the carrier at the time of embarkation and/or departure of the ship.

4.6. Pregnant women who have completed the 6th month of pregnancy must be in possession of a medical certificate authorising travel, to be shown at the request of the ship's personnel. In the event of a complicated pregnancy, the pregnant passenger must be in possession of a medical certificate authorising travel, regardless of the month of pregnancy. The ship's command also has full authority to refuse boarding. The Carrier's consent to boarding shall not be considered a waiver of its right to subsequently assert its reservations about the passenger's condition, whether known or unknown to the Carrier at the time of boarding and/or departure of the ship. The passenger shall not be entitled to compensation for damages and shall be liable for any damage caused to herself, the ship, all its equipment and/or fittings, third parties, and third-party property.

4.7. When booking and/or purchasing a Ticket, passengers must indicate that they are persons with reduced mobility in order to receive adequate assistance to make their crossing peaceful and comfortable. For easier access to the ship, passengers with reduced mobility must report to the boarding manager at least 45 minutes before departure time.

5. Rules of conduct during the journey

5.1. The ship's command is a judicial police officer and, as such, exercises the powers referred to in Articles 221 et seq. of the Code of Criminal Procedure in the event that offences are committed on board during navigation and exercises its authority over all persons on board (crew and passengers).



5.2. From the moment of embarkation until disembarkation, including in the areas dedicated to embarkation and disembarkation and in the vicinity of the ticket offices, passengers must comply with the instructions given by the ship's command; must behave with common diligence and prudence, ensuring their own safety and security, that of persons and animals in their care, and the safety of their belongings, especially when required by the weather and sea conditions during the voyage.

5.3. Passengers must not obstruct staff during docking manoeuvres by standing in the areas designated for this purpose.

5.4. Passengers are required to behave in a civil and respectful manner, avoiding any offensive or harmful behaviour towards other passengers and navigation personnel. In any case, it is strictly forbidden to:

- a. behaviour or attitudes that are or may be a cause of disturbance or harassment to other passengers;
- b. engaging in the profession of salesperson, singer, musician or similar on board and offering services or accompaniment to passengers;
- c. bringing animals or items into the salons that may cause disturbance to passengers or that are contrary to hygiene and decorum rules, with the exception provided for in the fourth paragraph of Article 10;
- d. lie down on the sofas or place footwear on the seats;
- e. use radio broadcasting devices;
- f. tamper with on-board furnishings and equipment; for the above, passengers must contact the ship's personnel exclusively;
- g. carrying or keeping weapons and ammunition in their luggage; these must be handed over to the ship's command upon boarding and will only be returned upon disembarkation, without prejudice to the provisions in force governing the carrying of weapons by Armed Forces and Police personnel;
- h. carrying flammable, explosive or corrosive materials in their luggage;
- i. diving from the ship.

5.5. Passengers are required to comply with safety and public hygiene regulations. In particular, by way of example and without limitation, they must not soil the seats and furnishings or throw objects of any kind on the floor or into the sea (see the Company's Environmental Policy) or outside the appropriate waste collection containers, and must use the toilets without causing them to become blocked or soiled.



5.6. Passengers must not occupy more than one seat per person and must not occupy spaces adjacent to safety devices.

5.7. In any case, the purchase of a ticket does not constitute an automatic right to a seat, as the capacity of the ship, in terms of the maximum number of people that can be carried, is determined on the basis of specific regulations in force.

5.8. The Company reserves the right to request payment from passengers for any material damage caused on board the vessel or to the Company's facilities in the areas dedicated to embarkation, disembarkation and ticketing services.

5.9. Any failure to comply will result, if necessary, in addition to a warning from the personnel in charge of on-board checks, in the intervention of the police, who may be called in to take appropriate action.

5.10. In the event of a breach of the obligations of conduct referred to in this article or which may compromise the safety of navigation and/or other Passengers, the ship's command may proceed to disembark the Passenger deemed responsible for the breach as soon as possible.

6. Special responsibilities and obligations of passengers

6.1. Passengers are liable for all damage caused (by themselves or by persons or animals in their care) to the ship, its furnishings, structures and accessories, its equipment, other passengers, the Carrier's employees or its collaborators, third parties, as well as for all penalties, fines and/or expenses to which, for their sake, the Carrier is subject to by any authority.

6.2. Passengers are required to comply with the rules of conduct dictated by prudence, including in relation to the typical risks of navigation. In particular, Passengers acknowledge that the technical nature of navigation is inherently subject to weather and sea conditions and involves unavoidable rolling and/or pitching movements as well as general conditions of humidity on both external and internal surfaces. Passengers therefore undertake to follow all instructions given by the ship's command and the signs on board, to use all handles and handrails for support and assistance and, in general, to behave prudently, with the Company declining all responsibility for damage to persons and/or property caused by imprudent behaviour.

6.3. Children under the age of 16 may not travel unaccompanied. They must be under the supervision and control of their parents and/or under the responsibility of an adult companion/guardian and may not move around the ship unaccompanied.



6.4. Children aged between 16 and 18 may travel unaccompanied, with a waiver completed by their parents and a copy of their parents' or legal guardian's valid documents.

6.5. It is understood that all passengers, including those under the age of 18, must always be in possession of a valid identity document.

6.6. Passengers who include in their luggage or otherwise bring on board substances and objects that are illegal or contraband will be liable to the Carrier and/or other parties for any damages, fines and penalties that they may incur as a result of such introduction.

6.7. In the event of an accident occurring during transport or during embarkation or disembarkation, the Passenger must immediately notify the ship's command so that a report can be drawn up. Failure to do so will result in compensation claims for accidents that have not been verified not being recognised.

7. Transport of animals

7.1. Pets are accepted on board ships provided they are accompanied by their owner and the following rules are observed:

- a dogs must be kept on a leash and muzzled, and cats and other small animals must be kept in appropriate cages;
- b each animal must have a vaccination and health certificate valid for no more than 6 months from the date of issue;
- c Food and drink containers must have a lid to prevent spillage.

7.2. The Company may refuse to allow animals on board if, due to particular characteristics (bad odour, state of health, hygiene or aggressive behaviour), they are likely to cause a nuisance or danger to other passengers.

7.3. The Company accepts no responsibility for damage of any kind that may occur during the crossing (illness, injury or death of the animal).

7.4. Passengers are liable for any damage that the Company may suffer as a result of transporting pets without the necessary documentation.

8. Carrier's responsibilities and rights

8.1. The Carrier's liability and rights are governed by Regulation (EC) No. 392/2009 of the European Parliament and of the Council entitled "Liability of carriers of passengers by sea in the event of accidents".

8.2. With regard to ferries operating scheduled services with embarkation and disembarkation at the landing stations of the 5 Terre (Riomaggiore, Manarola, Corniglia, Vernazza and Monterosso), for

technical reasons relating to navigation safety, it will not be possible to make crossings in adverse weather and sea conditions. If the ship's captain, at his or her sole discretion, finds that such weather and sea conditions exist, the ship's departure will be cancelled due to force majeure and passengers will retain the right to make the crossing on a subsequent departure, even on another date. In such cases, passengers will only be entitled to a refund of any fare difference (see Complaints, Article 9), excluding further compensation for damages.

8.3. If it is impossible to disembark at one of the scheduled ports due to force majeure, passengers may disembark at one of the subsequent ports of call, without any increase in the ticket price and without the right to any compensation or refund.

8.4. In the event of cancellation of the crossing for any reason, passengers may choose between a refund of the ticket initially purchased, as compensation, or an alternative journey. Acceptance of an alternative crossing implies waiver of the refund of the initial crossing. In such cases, the replacement of the route or the refund of the ticket must be requested in accordance with the specific procedure set out in Article 9 below.

8.5. In the event of interruption of the journey due to unforeseeable circumstances or force majeure, the passenger is entitled to a refund of the ticket price in proportion to the distance travelled. It is understood that the refund of the ticket price may not exceed half of the full price of the ticket purchased. In such cases, the procedure for refunding part of the ticket price is governed by Article 9 below.

8.6. Crossing times are indicative and calculated on the basis of the distance between ports and in favourable weather and sea conditions.

8.7. No compensation or indemnity shall be paid by the Company in the event of delays in relation to the scheduled departure or arrival times.

8.8. The Company has the right to unilaterally amend these general terms and conditions of contract by publishing them in the appropriate section of the website www.navigazionegolfodeipoeti.it, displaying them at ticket offices and on board ships. It is understood that the general conditions of carriage valid at the time of ticket purchase shall apply to the Service.

8.9. The Company reserves the right to adopt rules of conduct for Passengers during transport and boarding and/or disembarkation operations. The Rules will be displayed at ticket offices and on board ships. All passengers are required to comply with the rules as they form an integral and substantial part of these general terms and conditions.



9. Complaints

9.1. In all cases where these general terms and conditions of contract provide for the Passenger's right to a refund of the ticket price or replacement of the route, the Passenger must go to the Company's ticket offices and submit their request in accordance with these general terms and conditions of contract.

9.2. Any complaints or grievances may be sent by registered post with return receipt to Consorzio Marittimo Turistico Cinque Terre - Golfo dei Poeti Via Minzoni #13 19121 La Spezia, or by certified email to the following certified email address: consorziomarittimo@ticertifica.it

10. Insurance

The Carrier has insurance only for its liability towards third parties.

11. Privacy

11.1. Pursuant to Article 13 of EU Regulation No. 2016/679, containing provisions on the protection of personal data, the Company, as data controller, informs that the personal data provided by the passenger will be processed for purposes strictly related to the management of the contractual relationship and the provision of services, including through information systems, suitable for ensuring their security and confidentiality.

11.2. The information notices are available on the website www.navigazionegolfodeipoeti.it in the "privacy" section and are reproduced here.

12. Jurisdiction

12.1. For any dispute that may arise concerning the application or interpretation of these general terms and conditions, the court with exclusive jurisdiction is that of La Spezia, without prejudice to the mandatory provisions of Italian law for the protection of consumers.

La Spezia, 24.01.2024