



## REGULATIONS FOR THE TRANSPORT OF PASSENGERS AND MOTOR VEHICLES IN THE COMPANY SNAP s.r.l.

This contract of carriage in force on the units belonging to SNAP s.r.l. (Società di Navigazione Arcipelago Ponziano s.r.l.) for passengers, their baggage and the vehicles they are carrying is regulated by the Navigation Code as interpreted in accordance with the Italian Legal System, the International Conventions in this field ratified by the Italian State as well as the Community legislation and the EU Regulation n. 1177/2010 available on the website [www.snapnavigazione.it](http://www.snapnavigazione.it). These rules are to be considered as fully accepted by the passenger when purchasing the travel document that makes express recall. The contract covers transport as regulated by artt. 396 and following of the Code of Navigation to which, therefore, express reference for anything not provided for in this Regulation.

### ART. 1 TICKETS

Each passenger must carry, to travel on the Social motor boats, a regular ticket issued by the Ticketing or authorized sales points. The ticket must be presented to the boarding staff with a "copy for the passenger" and a "booking voucher" – valid for boarding". The ticket is personal and cannot be transferred to others; it must be kept for the entire duration of the journey and presented at any request by the on-board staff or officials of the Companies responsible for checking. The passenger who is checked for lack of a ticket or with a ticket that does not conform (by time and date of travel, type, number plate, carried or fare applied) will be required to pay the full amount of the ticket, at the standard rate, plus an additional charge equal to the above-mentioned ticket amount. The passenger ticket is valid for the bridge passage; it does not guarantee a seat.

### ART. 2 VALIDITY OF THE TICKET

The tickets for vehicles and passengers are valid only for the indicated journey; non-use does not give right to any refund. The reservation can be changed up to one hour before departure. Boarding passes can only be changed at the transfer ticket offices up to one hour before departure. Customers are required to check the accuracy of the ticket issued at the time of purchase, and no claim will be accepted later on the correspondence of the purchased tickets. Changes may be made subject to availability and with the payment of a change fee.

### ART. 3 CANCELLATIONS - REFUNDS

Tickets issued are refundable, under the following conditions: up to 48 hours before departure with 30% penalty; up to 24 hours before departure with 50% penalty. No refund is due within 24 hours of departure. Special fare tickets are not refundable, except in the case of non-completion of the journey, and cannot be changed for other connections. Group fare tickets cannot be partially refunded. Only in the event that the trip for which the ticket was issued is not carried out will be possible to claim and full refund of the ticket. In the event of non-provision of the service for reasons attributable to the Shipping Company, the passenger who intends to use the ticket on the same route, you must go to the ticket office or contact the Call Center for the change of the ticket on the first trip, after checking availability. The issue will take place without the application of any additional charge. In the same case, the passenger who wishes to obtain a refund of the ticket price must present at the ticket office, within seven days after departure not made, a written request accompanied by the original ticket, complete in all its parts, or send an email to [info@snapnavigazione.it](mailto:info@snapnavigazione.it) within the aforementioned seven-day deadline. The Shipping Company undertakes to refund the price of the ticket within 15 working days from submission of the request.

### ART. 4 DELAYED DEPARTURE

The delay of departure is governed by 404 of the Code of Navigation to which reference is made. The Company is not responsible for damage caused by failure to perform and/or incorrect transport if the event results from unforeseeable circumstances, force majeure, adverse weather conditions, strikes and technical failures constituting force majeure and/or other causes not attributable to the carrier. In the event of events which may compromise the safety of the ship and/or passengers, the master of the ship has the right to change the itinerary and/or cancel or delay departure. Crossing times are indicative and calculated on the basis of distance between ports in favourable weather conditions. The Company cannot be held responsible for delays due to port operations.



#### Art. 5 PRESENTATION AT BOARDING

Passengers with a vehicle already in possession of the travel document must arrive at least 30 minutes before departure for boarding; after this time, boarding can no longer be guaranteed. Passengers on foot must arrive at the boarding gate at least 15 minutes before departure. Passengers with a reservation made remotely (via internet) must check in at the ticket offices at least 1 hour before departure showing the appropriate documentation to confirm the accuracy of the data stated on the booking. In case of discrepancy the reservation will be cancelled and for boarding it will be necessary to buy a new ticket, after checking the availability of seats on board.

#### Art. 6 PASSENGER'S FAILURE TO DEPART, IMPEDIMENT AND/OR INTERRUPTION OF THE JOURNEY

According to the Navigation Code, if you do not arrive on board in the stipulated time, you are not entitled to a refund of the ticket price. The passenger who is unable to leave for reasons not attributable to him shall be entitled to reimbursement of the ticket in accordance with art. 3. The impediment must be notified in writing to the Company, the social ticket offices or the point of sale that issued the ticket. If the passenger interrupts the journey for reasons attributable to him, the Company is not obliged by law to grant any reimbursement. The impediment and/or interruption of the trip does not give in any case the right to reimbursement of any reservation fees paid by the customer for the purchase of tickets in advance.

#### Art. 7 LOSS OR THEFT OF THE TICKET

For lost or stolen tickets no duplicates will be issued.

#### ART. 8 TRANSPORT TARIFFS

The transport rates are those in force at the time of the passage by sea. This tariff is available, at the request of the interested party, at ticket offices, on-board commands and in the offices of the companies. Those entitled to tariff reductions must show the corresponding document, as well as the document of purchase of the ticket, also at boarding. The following may be added to the rates: port charges, landing fees, pre-sale and booking fees.

#### ART. 9 INVOICES

Tickets are not invoiced. Those interested in obtaining it must make an explicit request at the time of acquisition of the ticket, communicating their personal and tax data pursuant to art. 22 of D.P.R. 633/72 and subsequent amendments.

#### ART. 10 HOURS

The departure times of the company's ships, as well as the itineraries of the latter, may be subject to changes, even without prior notice, for technical reasons not attributable to the Company, due to force majeure, for justified reasons and/or events that may compromise the safety of the ship and/or passengers, as well as as a consequence of port traffic or restrictions imposed by the competent Authorities and Entities.

#### Art. 11 OBSTRUCTION OF THE VESSEL - CANCELLATION OF DEPARTURE OR CHANGE OF ROUTE - INTERRUPTION OF THE VOYAGE OF THE VESSEL

According to the Navigation Code, if the departure of the ship is prevented for reasons not attributable to the Company, the contract is terminated and the passenger will be returned only the price of the ticket paid. If the Company, for reasons not attributable to it, should cancel the departure of the ship and, where possible, the passenger does not intend to use the option of making the journey with another ship of the Company departing later, the contract is terminated and the Company will be obliged to refund only the price paid to you. Likewise, the passenger may request the termination of the contract if the Company changes the itinerary of the ship causing him damage. If the Company should, for later justified, the contract is terminated and the Company will be required to refund only the price paid to it. Likewise, the passenger may request the termination of the contract if the Company changes the itinerary of the ship causing him damage. If the Company, for a justified reason, cancels the departure or changes the itinerary of the ship, the compensation for any damage suffered by the passenger, if it is due, may not exceed twice the net price of passage. If the journey of the ship is interrupted due to force majeure not attributable to the Company, the price of passage shall be due in proportion to the distance travelled; however, the Company shall be entitled to the full price if, within a reasonable time and at its own expense, it provides the passenger with the continuation of the journey.

#### ART. 12 PROVISIONS ON BOARD AND NOTICES

From the time of boarding and until disembarkation, the passenger is required to comply with the provisions issued by the on-board command and those notified through notices posted in the various rooms of the Social motor boats. The Company is not liable for any damages to the passenger due to non-compliance with such notices or provisions. In addition to complying with the prohibitions and regulations, the passenger is obliged to behave in a way that does not cause damage or inconvenience to other passengers or crew, or even that would jeopardise the safety of navigation. He must also hand over any weapons carried by the ship to the master of the ship, so that they can be taken away only at the time of landing.



#### ART. 13 BAGGAGE

Unaccompanied baggage is not permitted. If unaccompanied luggage or packages are found by our staff, the Company will seize them. Each passenger is entitled to carry a 20 kg carry-on bag free of charge. However, it is forbidden to put flammable or dangerous goods, contraband, letters or packages subject to postal tax in the baggage. Passengers are liable to the competent authorities and the company for non-compliance with the above prohibitions, which reserves any action to recover fines, fines or damages in which it should, for such non-compliance, incur. The passenger is required to hold the baggage and its contents during the entire journey and until disembarkation. Luggage cannot be placed in seats or seats on board. Any claim for damage and/or loss of baggage attributable to the carrier will be dealt with in accordance with the Navigation Code. The Company's liability for baggage cannot, in any case, exceed the limits of 100 kg. per person per unregistered baggage, including that possibly in or on the vehicle to be followed. Complaints must be accompanied by supporting documentation and made before disembarkation, contradicting the staff of the Company. The Company is not responsible for theft, loss, misplacement and/or damage of jewellery, money, documents, manuscripts, equipment and electronic material, valuables and valuables in any place they are kept on board. The Company accepts no liability for baggage containing items other than personal effects.

#### Art. 14 BOARDING DISABLED PASSENGERS WITH REDUCED MOBILITY (PMR)

Disabled person (hereinafter referred to as PRM - persons with reduced mobility) means a person who is unable to move easily or freely, or who requires assistance. Reservations and tickets are offered to PRMs on the same terms as all other passengers, subject to the provisions of EU Regulation/1177/2010. If PRMs are denied boarding for safety reasons or because the design of the vessel or infrastructure makes it impossible, they may choose between reimbursement and alternative transport. It is the responsibility of the PRM to indicate in writing, at the time of booking or pre-purchasing the ticket, its specific requirements for accommodation, seating, services requested or the need to transport medical equipment. For any other assistance, PRMs must notify the Carrier or terminal operator at least 48 hours in advance and arrive at a designated location at the agreed time, prior to the published boarding time. If the Carrier or terminal operator is responsible for loss or damage to mobility equipment or other specific equipment used by disabled persons or persons with reduced mobility, through its own fault or negligence, shall offer to those persons compensation corresponding to the replacement value of the equipment in question or, where appropriate, to the costs of repair.

#### ART. 15 PETS

On the Social motor boats, small pets may be transported in cages or on a leash or, in any case, under conditions such that they cannot cause damage or inconvenience to other passengers. Animals, however, cannot have access to the salons. Dogs must wear a muzzle.

#### Art. 16 MOTOR VEHICLES FOLLOWING

Motor vehicles/lorries may travel on motor vessels only with passengers. Lorries carrying flammable, explosive, dangerous or noxious goods which do not have the required documentation are prohibited. It is mandatory to declare at the ticket office and on boarding the possible liquid gas supply. Vehicles/trucks not conforming to the declared size, fuel or transport shall lose their right to board. The vehicle/truck is loaded and unloaded under the direct responsibility of the driver, according to the instructions of the personnel involved, and without other passengers on board. The Company is not liable for any damage to the vehicle or persons during the loading and unloading operations resulting from non-compliance with the provisions of this Regulation. The boarding and disembarkation order is the sole responsibility of the On-board Command. Passengers shall not be permitted access to the garage during the crossing and during mooring and de-mooring operations of the vessel. Any damage to the motor vehicle during the crossing shall be notified immediately to the master of the vessel.

#### ART. 17 COMPLAINTS

Only complaints filed on the appropriate downloadable form, in both Italian and English versions, on the website of the ART Regulation are subject to the obligations defined by the ART Regulation, and received through the forwarding channels specifically made available by the service provider (to [info@snapnavigation.it](mailto:info@snapnavigation.it) or recommended to be sent to the headquarters of the company Naples (NA) Via Alcide De Gasperi n.55, Excluding complaints made through other channels (for example via social networks such as Facebook or via e-mail or via messaging tools such as WhatsApp etc. ). All this is necessary to expedite the procedure and to facilitate the orderly acceptance of complaints received from the company.

#### TIMING

The company reserves the right to respond to this complaint in accordance with article 24, paragraph 2, of EU Regulation n.1177/2010, the text of which is "Where a passenger covered by this Regulation wishes to lodge a complaint with the carrier or terminal operator, he shall submit it within two months of the date on which the service was provided or should have been provided. Within one month of receipt of the complaint, the carrier or terminal operator shall notify the passenger that the complaint has been accepted, rejected or is still under consideration. The time required to reply definitively does not exceed two months from receipt of a complaint.". Please note that the deadlines for receipt of replies run as follows:

- the complaint is considered to be transmitted and received on the day of sending only when it has been sent by e-mail.
- in the case of a complaint lodged by regular mail, for the purposes of the commencement of the time limit for the receipt of the complaint, it shall begin to run from the date on which the complaint was registered. In case of no response to the complaint The passenger, in case of no response, can ask to define the position out of court. The passenger, pursuant to art. 3 paragraph 5 of d.lgs. 129/2015, after having submitted a complaint under art. 24, paragraph 2, of Reg.



1177/2010, to the carrier or terminal operator, after 60 days from receipt, may submit a second-instance complaint to the Authority for the regulation of transport for alleged violations of the Regulation.

**COMPENSATION PURSUANT TO MEASURE 5** of the ART Regulation: Point 1.: You are entitled to receive an automatic compensation commensurate with the price of the ticket attributable to the transport service in no less than:

- 10% in the case of a reply given between the sixty-first and ninety days after receipt of the complaint; • 20% in the case of a reply not provided within the ninetieth day after receipt of the complaint. Compensation under Measure 5.1 is not due in cases where:

- the amount of the deposit is less than EUR 6;
  - the complaint is not transmitted by the user in the manner, the

The minimum elements and timing of Measure 3;

- You have already been paid compensation under Measure 5.1 in respect of a claim for the same trip."

#### ART. 18 CLAIMS FOR ACCIDENTS AND COMPLAINTS

(A) Any complaints must be notified in writing directly to the Company within ten days of landing. Accidents or damage must be immediately reported to the On-board Command of the vessel on which the voyage was made.

(B) After making the written complaint referred to in point (A) above, the claim for compensation for damages resulting from death or personal injury must be received by the Carrier in writing within two (2) years of the date of such occurrence, Unless otherwise provided for by other applicable legislation. Such a complaint may be addressed to the soc. Snap s.r.l. in Naples (NA) at Via Alcide De Gasperi n. 55 80133 by means of a special complaint form on the company's website.

(C) Claims for damage to baggage or other property must be submitted to the Carrier in writing as soon as possible after discovery and, in any case, no later than the time of disembarkation for hand luggage or, for all other baggage, when the damage is detected; and at the latest upon delivery. For loss or damage not visible, the written complaint must be made within fifteen (15) days from the date of landing and/ or the date on which the return should have taken place. The complaint must be submitted using the appropriate form, on the company's website, to be sent by registered mail to the address detailed in clause (B) above or by pec.

#### ART 19 POSTING AND VARIATION OF THE REGULATION AND TARIFFS

This Regulation shall be posted for public awareness in the passenger compartment.

#### ART. 20 LIMITS OF LIABILITY

The liability of the Carrier for loss of life or physical damage or loss or damage to luggage, vehicle, valuables, personal belongings and other property of the passenger may not in any case exceed the limits provided by the Code of Navigation and the Italian law, except where and when the International Conventions apply, and in particular the Athens Convention of 13 12 74 as amended from the Protocol of London, 19 11 76

#### ART. 21 AUTHORITY OF THE COMMANDER

All persons on board are subject to the authority of the ship's captain, who is given the disciplinary power provided for by the Law (art. 186, 1104 and 1129 of the Code of Navigation)

#### ART. 22 LEGAL REGULATIONS

For everything not covered by this Regulation, reference is made to the legislation of the Navigation Code

#### ART. 23 JURISDICTION

For any dispute arising from the application or interpretation of these Rules, the competent court for the territory is exclusively that of Naples, without prejudice to the inderogable court provided by Italian law for consumer protection