

## GENERAL TERMS AND CONDITIONS OF TRANSPORT

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### TRANSPORTATION CONTRACT

All purchasing transactions effected through the website [www.corsicaferries.com](http://www.corsicaferries.com) as well as the transportation contract are entered into with Corsica Ferries Sas, a limited company with capital of 4,627,125 EUR.

Registered Office of the Company: Le Palais de la Mer

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20296 BASTIA CEDEX - France

Siret : 496 320 151 000 46

Code APE : 5010 Z

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#### 1. GENERAL RULES

1.1 By purchasing a ticket the passenger accepts all legal conditions of the General Terms of Transportation mentioned below.

1.2 Definition. The term "passenger" includes any person to be carried on the basis of a ticket. The term "Carrier" means the shipping company carrying out the sea transport. All employees, managers and temporary workers enjoy the rights of the carrier as determined in these General Terms.

1.3 Jurisdiction. Any disputes which may occur between passenger and carrier under an existing contract will be referred to the relevant legal authority.

1.4 Unit load. Legally, the transported vehicle - which may include an accompanying trailer or caravan together with their relevant contents - is the unit load. The value of the contents is excluded.

1.5 Fares. Valid fares are those quoted on the time of purchasing a ticket and displayed on the ticket.

1.6 Damages to persons or vehicles. The carrier accepts responsibility for insurance in respect of damage to persons and/or vehicles in accordance with the laws of the country under which the carrier is operating and any international conventions which may apply.

1.7 .Passengers are required to comply with the provisions of the laws of the countries in which the Carrier operates, as well as with the regulations of the Carrier (both the contracting carrier and the carrier operating the transport) and the provisions of the Ship Captain.

The route Santa Teresa - Bonifacio and vice versa is operated by Ichnusa Lines whose conditions of carriage, published on the website [www.ichnusalines.com](http://www.ichnusalines.com) and to which reference should be made, will apply. The carrier for these routes is therefore GENOVA TRASPORTI MARITTIMI S.R.L. (GTM). Forship does not assume any capacity of carrier nor any carrier responsibility operating exclusively as an agent selling the passage tickets on behalf of GTM Srl

## 2. RESERVATION - FARES FOR SAILINGS TO SARDINIA AND CORSICA

2.1 It requires only a few totally secure clicks to make an online reservation. Information on fares and availability is supplied in real time by the shipping company endorsing the ticket. The prices given during the inquiry are guaranteed during the whole session the user is connected to the website [www.corsicaferries.com](http://www.corsicaferries.com) and /or [www.sardiniaferries.com](http://www.sardiniaferries.com). Your reservation will be finally confirmed after you have clicked on "Confirmation" and have received approval of your credit card transaction. Your reservation may be cancelled free of charge until midnight on the day of the purchase; after that the usual cancellation fees will apply. On the day of the reservation no fees apply for changing the date, time, route or services. However, ticket prices may differ. A seven digit booking reference confirmation number and a summary of your reservation will be shown. The ticket will be sent to the e-mail address given by you.

2.2 Passengers requiring assistance are requested to consult clause 5.6 of the general conditions of sales entitled 'Passengers with reduced mobility' prior to reservation.

Passengers with a non-visible disability for whom travelling involves supplemental difficulty are accorded special priority and attention by our boarding staff.

To this aim, passengers requiring assistances are invited to tick the 'Assistance' box and to inform the boarding officer of their arrival at the port.

If you have not ticked the 'Assistance' box upon reservation please let Reception know of your needs as soon as you board.

## 3. CHOICE OF FARES

3.1 Choice of ferry fares: The prices vary according to the time the reservation is made and the tariff of fare selected for the trip. The price per person will depend on whether the passenger travels on foot or with a vehicle (car, motorbike, caravan etc.). The cabin price applies to the number of passengers specified on your ticket.

The child reduction applies to the price of the crossing but not to additional services including a cabin. Reductions and /or special fares cannot be accumulated. For internet reservations a

transaction fee of 8 EUR will apply. This is not refundable in case of cancellation. The shipping company reserves the right to impose additional charges in the event of an increase in oil prices or serious tax burdens due to the application of security standards and the ISPS Code. If the passenger does not pay these additional charges the reservation may be cancelled and the ticket refunded.

Special fare tickets: Any ticket booked under a special fare tariff cannot be changed, and will not be partly or fully refundable.

Standard tariff tickets: Any ticket booked with standard tariff can be changed by paying an amendment fee (30 €); however, it will not be partly or fully refundable.

Food offers: Food Pass and Maxi Food Pass offers are not refundable.

Cancellation: Our office has to be notified of any cancellations. Tickets with Flex tariff are refundable and the following fees (exclusive taxes) will apply:

10% up to one month before departure.

20% up to 48 hours before departure

50% up to the deadline for embarkation

100% for special fare tickets and standard tariff tickets.

Tickets cancelled after the expiry of the deadline (1 hour before departure) or after check-in cannot be refunded and will be invalid. This applies also to tickets of passengers not checking in at the time indicated. In case of cancellations of tickets which were changed before, the initial date of the journey is decisive. In case of total or partial cancellation of a Ticket and reimbursement of taxes (port, regional and security taxes), € 3.50 cancellation management fee will be applied per trip, as well as € 1 management fee per passenger.

If the total or partial cancellation is made within 48 hours of departure, no refund will be made.

Freight tickets: in case of a total or partial cancellation, freight tickets are subject to the following charges (calculated on the cost of the ticket excluding taxes):

20% up to 48 hours before departure

50% up to 24 hours before departure

100% the day of departure. From Italy/Sardinia: 20% up to 24 hours before departure, 100% the day of departure.

Freight tickets are modifiable :

- without charge up to 24 hours before the departure date on the original ticket

- with a 30% charge the day of departure.

Requests for reimbursement must be sent exclusively by email with the ticket number.

Amendments: There is no right to a refund where the date, route or category of the vehicle is changed. A fee applies where there is any change in booking details (including the change of number plate of the vehicle).

The name of one or more passengers can't be changed.

If a ticket is lost or stolen notice of the loss is required. The ticket can be reprinted. Any lost unused ticket can be refunded up to one year after its issue date, if a new ticket was bought in its place. If a passenger wants to change his accommodation on board a refund is not possible. Any change of ticket requires an additional charge.

Reservation of vehicles: It is necessary to specify the dimensions and type of the vehicle on reservation. All external dimensions will be taken into consideration in calculating the fare so it is imperative that they are supplied (length, height, width). Details of vehicles exceeding 5,00 m in length and/or 1,90 m in height and/or 2,00 m in width must be declared at reservation and an extra charge will apply. If the measurements are incorrect the shipping company reserves the right to deny embarkation or to make an additional fee for both the outward and return journey.

3.2 Mode of payment - credit card : The following credit cards are accepted:

- VISA
- MASTERCARD
- AMERICAN EXPRESS

Due to the coded SSL system (secure socket layer) all transactions are absolutely safe. All transactions are effected in Euro including for Switzerland. In order to guarantee the highest possible security for you the check digit has to be entered (see help under "Passenger Information").

The payment transactions will be effected at the time of the ticket purchase once the "Confirm" button was activated.

#### 4. TICKET

4.1 Validity. The passenger ticket is only valid for the person, ship, accommodation and departure time indicated on it. The ticket is not transferable. Unless explicitly stated to the contrary the price of the ticket is per person and seat, excluding food. It also includes the VAT if applicable.

4.2 The passenger is not required to carry a printed ticket. If requested in time, the tickets can be delivered by post or email, fax or SMS. The passenger can prove his right of transportation by providing:

- His ticket delivered by post
- Or his Tick@mail
- Or his Tickefax
- Or a screen copy of the reservation
- Or the ticket number as well as a valid proof of his identity.

## 5. EMBARKATION STANDARDS

5.1 Embarkation. Passengers travelling by car are requested to be at the ship at least 1 hour before departure of the ship (30 minutes before departure for passenger travelling without car). In the case that the indicated time is exceeded, boarding according to the reservation cannot be guaranteed because the departure may take place 30 minutes prior to the indicated time.

5.2 Controls. proof of identity, tickets and relevant documents can be checked at any time at the ports or on board. Therefore, you should always carry with you: proof that you are eligible for a reduced fare, valid ID and your ticket (if you have one).

5.3 Vehicles. Irrespective of the order of the arrival the shipping company and/or the captain and/or the embarkation personnel are entitled to determine the sequence of the vehicles during embarkation. If for some reason a booked vehicle cannot be accommodated on the correct ship it has priority on the next sailing. In these circumstances a refund cannot be granted. If upon arrival at the port of destination weather conditions at sea or other circumstances beyond control of the shipping company prevent disembarkation of the vehicles, the vehicles will be disembarked as soon as possible at the next calling port or at the port of departure without the passenger being entitled to a refund.

The shipping company reserves the right to deny embarkation and/or to demand excess payment where applicable for any vehicle which does not correspond with the measurements stated at reservation. Embarkation and disembarkation must be effected personally by the driver of the vehicle.

On embarkation and disembarkation the vehicle must be driven solely by the driver up to the beginning of the loading ramp and he must take full responsibility for doing so. The driver has to respect all safety regulations in force in the port area. Inside the ship the driver must position the vehicle as directed by the boarding personnel. Vehicles embarked on the parking deck must be locked, engaged in first gear with the hand-brake applied.

5.4 Luggage. Foot passengers are allowed to take hand luggage on board free of charge. The luggage which may contain personal belongings of the passenger can be carried in suitcases, boxes or similar containers which are not bulky. Their measurements should not exceed the following: 200 cm in height, 100 cm in length and 50 cm in depth. The passenger is responsible for taking his own luggage to his cabin or allocated seat. Canoes, kayaks and other items exceeding the maximum measurements and not transported on the roof of the vehicle must be stored on the parking deck subject to the approval of the loading officer. Special tariffs apply for this kind of luggage.

In the event of theft or damage the shipping company does not take responsibility for any such items.

The shipping company does not assume responsibility regarding carry-on luggage that remain in the custody of the passenger, even when placed in areas designated for that purpose, except to prove a lack of it.

In any case, the amount of the lump sum compensation in cases of misconduct the shipping company can not exceed the sum of € 300.

### 5.5 Passengers' state of health - Pregnant woman

Passengers' state of health: Special medical conditions have to be notified on reservation. The carrier may deny embarkation to passengers requiring medical assistance during the passage since the

medical officer on board, if there is one, only attends to emergency cases. If a passenger presents a medical certificate of a public health authority (hospital, clinic) stating that he does not require any medical assistance during the passage the carrier will allow him to embark while declining any responsibility in respect of his medical condition. Ultimately, the captain of the ship has the right to deny embarkation to any person whose physical or mental condition is in question or any person who may present a danger to other passengers due to misuse of drugs, hallucinogens or alcohol. A passenger is not entitled to claim compensation in any of these cases and is responsible for any damage to his own person, the ship, its equipment and facilities as well as any third person and/or their belongings. Accepting a passenger on board does not deny the carrier his right to assert his reservations in respect of the condition of the passenger at the time of embarkation and/or departure of the ship.

**Pregnant women:** Women six months pregnant and more need to produce a certificate of fitness to travel to the boarding personnel. If there are complications in the pregnancy the pregnant woman, irrespective of the month of the pregnancy, must present a certificate of fitness to travel. This does not however deny the captain's right to deny embarkation. Accepting a passenger on board does not deny the carrier his right to assert his reservations in respect of the condition of the passenger at the time of embarkation and/or departure of the ship. The passenger is not entitled to claim compensation and is responsible for any damage to her own person, the ship, its equipment and facilities as well as any third person and/or their belongings.

**5.6 Boarding and assistance for passengers of reduced mobility.** When booking, passengers are requested to mention any reduced mobility. In order to facilitate boarding, passengers with reduced mobility are requested to contact the boarding officer before boarding begins (at least one hour before departure).

Parking places close to the lifts are designated for passengers in wheelchairs and are assigned in order of arrival.

Assistance may take more time during busy periods.

When booking, passengers are requested to mention any reduced mobility. In order to facilitate boarding, passengers with reduced mobility are requested to contact the boarding officer before boarding begins (at least one hour before departure). Parking places close to the lifts are designated for passengers in wheelchairs and are assigned in order of arrival. Assistance may take more time during busy periods.

**5.7 Pets.** Pets are welcome on board and may walk around freely in public areas, specific cabins, and restaurants in specific areas. Dogs have to be kept on a leash and must wear a muzzle. Dog breeds classified according to the relevant laws and regulations as dangerous are not allowed on board. In specific cases the onboard personnel may impose certain restrictions. The European pet passport with current vaccines and rabies vaccine, as well as the identification of the animal are required.

**Danger of death:** it is forbidden to leave animals in the car.

## 6. RESPONSIBILITY AND SPECIAL DUTIES OF THE PASSENGER

**6.1 Responsibility of the passenger.** The passenger is liable for any damage to the ship its equipment and facilities, other passengers, crew, temporary workers and third persons caused by him or by persons or pets under his supervision. The passenger is also liable for any sanctions, fines and tickets imposed on the carrier by any authority of any country for actions committed by him.

6.2 Minors. Unaccompanied children under 16 can not travel alone. They must be constantly in the custody of parents or any other escort who is responsible for it, and can not circulate in the ship without being accompanied. Under no circumstances may the Carrier be held responsible for damage to minors in violation of what is stated above.

Important tip: On international routes, minor children traveling with adult persons other than their legal representatives (parents, guardians) must have, in the event of a check by the authorities in charge, in addition to their identity documents, an authorization to leaving the territory established by the holder of parental authority and a copy of the latter's identity document.

Passengers under the age of 18, regardless of age and whether traveling alone or accompanied, will be required to show their own identification for all travel.

6.3 Weapons. It is strictly forbidden to carry any kind of weapon or dangerous materials like explosives, gas, gasoline or other inflammable substances. These objects will be confiscated by security control without being entitled to compensation.

6.4 Illegally possessed luggage. Any passenger carrying on his person or luggage or vehicle illegal substances and/or articles or contraband is liable to the carrier or other relevant bodies for any damages, fines and tickets resulting from bringing them on board.

6.5 Vehicles with liquid gas. On reservation or purchase of the ticket the passenger must notify the carrier of the likelihood of the vehicle carrying liquid gas. If the carrier is not notified in advance the passenger will not be allowed to embark the vehicle and must pay a cancellation fee for the vehicle.

6.6 Claims for damages will not be processed in absence of the damage report, completed and signed by the Crew at the time of the accident.

## 7 RIGHTS OF PASSENGERS

7.1 The rights of passenger when travelling by sea are regulated by EU regulation 1177/2010 of the European Parliament. [Click here for the regulation](#)

7.2 Complaints under Regulation (EU) no 1177/2010. Passengers who want to lodge a complaint (or to request a reimbursement) to the carrier shall submit it within two (2) months from the journey's date through the online form available in the "complaints" section available on the home-page of the website [www.corsica-ferries.com](http://www.corsica-ferries.com), or via e-mail. The complaint (or the request of reimbursement) may be written in italian and english. To this purpose, passengers may use the complaint form available at the following link. As an alternative, passengers may also submit a complaint without using the above-mentioned form. In such a case, the complaint shall contain the following minimum information:

- a. Passenger's personal information (name, surname, contact details) and his/her representative (if any), his/her ID card copy and the relating authorization approval form;
- b. Information on the journey (date, time and place of departure/arrival, reservation code or ticket number);
- c. A description of the discrepancy of the passenger service with the national or European law, the general terms of service or the passengers' service charter.

Forship shall make its best efforts to reply within one (1) month from the date of receipt, according to Art. 24, par. 2 of Regulation (EU) no. 1177/2010.

As established by the Italian Authority for Transport Regulation (Autorità di Regolazione dei Trasporti, herein after “The Authority”) and by Regulation (EU) No 1177/2010 (concerning the rights of passengers when travelling by sea and inland waterway), passengers may lodge a complaint to the Authority only sixty (60) days after the filing of the complaint to Forship Spa. Complaints may be sent to the following e-mail addresses:

- pec@pec.autorita-trasporti.it
- art@autorita-trasporti.it

For further information, please visit the Authority’s website ([www.autorita-trasporti.it](http://www.autorita-trasporti.it)). Passengers have the right to receive an automatic compensation from the carrier, based on the following percentages of the ticket price: a. 10% in case the carrier replies with a delay between 61 and 90 days from the receipt of the complaint; b. 20% in case the carrier replies with a delay exceeding 90 days from the receipt of the complaint. No compensation will be paid in case:

- a. Its amount does not exceed EUR 6;
- b. The complaint lacks the requirements set out above (i.e. modalities, minimum information, or terms);
- c. The passenger has already received a compensation related to the same journey.

7.3 Other complaints. Any complaint relating damages occurred on board has to be reported to the board commissioner without delay. Claims for damages on cars have to be reported without delay to the loading commissioner who will prepare a claim report on behalf of the passenger. The passenger has to initial the report, but the report does not imply any assumption of responsibility by the carrier.

Complaints without claim reports will not be accepted or investigated. Better terms of limitation are excepted by the carrier irrespective of contractual or non-contractual suits filed against the carrier for death or bodily harm, loss or damage of baggage or cars or refund of damages. Whatever the title is, it will not be accepted unless the competent judge had not summoned the passenger within one year after disembarkation.

In any case, the carrier will not take any responsibility for actions or incidents outside the ship.

## 8. RESPONSIBILITY AND RIGHTS OF THE CARRIER

The responsibility and rights of the carrier concerning the transport of persons and luggage are regulated in Part III, Chapter 1 of the Maritime Law and concerning the transport of vehicles in Articles 422 and 423 of the Maritime Law and/or, if applicable, by the International Convention on Sea transport.

Due to technical reasons and in the interest of the comfort of the passengers and the safety of shipping the high-speed ships, Corsica Express III cannot sail if the height of the waves exceeds 3 meters.

In the event of such sea meteorological conditions the captain has the right to cancel sailing and the passenger has the right to sail on the next available traditional ship of the carrier.

In the case that a sailing was cancelled or delayed for more than 24 hours due to any reason the passenger is entitled to receive a full refund of the original ticket as compensation or to change the booking to another sailing. If the passenger accepts a change of booking to another sailing a compensation for the original ticket is relinquished.

Neither the captain nor the shipping company can be hold responsible for any changes of the route, modifications, interruptions of services or delays in departures and arrivals, incongruence of arrivals, departures or sailings of ships, aircrafts or trains or in case of quarantine. All costs accrued in this respect for food and accommodation must be paid by the passenger. Furthermore, the captain and the shipping company assume no responsibility for delays with respect to the fulfilment of the contract and its consequences due to sea damages, bad weather conditions, unemployment, civil war and other war activities, general and partial strikes, coalition of entrepreneurs or employees no matter what their degree, function or status is or if they are employed by the shipping company or not, as well as for unrigging, partial or complete decommissioning of ships belonging to the shipping company due to complete or partial lockout, no matter which company forced it. The captain and the shipping company can not be hold responsible for implications resulting from these irregularities, interruptions or cancellations of services. The passenger has to bear all costs and risks in this respect.