Conditions Of Carriage

1. Conditions of Transportation - The purchase of this ticket implies the acceptance by the passengers of all the following rules and conditions.

2. Price - The price of the ticket includes the sea journey and charges. The Company reserves the right to introduce a fuel surcharge from time to time without prior notice. The charge does not cover any meals.

3. Validity - The validity of this ticket is restricted to the person / vehicle and sailing/sailings indicated thereon. All tickets are valid for 1 year. After this period the tickets are no longer valid.

4. Passengers - Passengers are reminded that it is their responsibility to ensure that they are fit to travel; your attention is drawn to the possibility of weather conditions changing during a voyage. Passengers with a medical condition, for which they have not sought professional advice, are asked to inform a member of the Company's staff prior to departure. The Master of the vessel may, at his discretion and in the interest of the passenger, disallow boarding. It is the passenger's responsibility to check carefully the booking details / travel documents and inform the travel agent should any inaccuracies be found. Passengers with special needs are to advise the Company of any requirements when effecting a reservation. Passengers are to make sure that they are in possession of all necessary (valid) documents prior travelling. Only ID cards and passports are considered as valid travel documents. Residence cards and driving licenses are not valid for travel purposes. Passengers are responsible for any consequences arising from validity or absence of their travel documents. Accompanied minors under 18 years of age in possession of Maltese ID cards are required to have a designated authorization form signed by both parents and countersigned by police unless otherwise traveling with both parents or in possession of a valid passport. Accompanied minors under 14 years of age in possession of Italian ID cards and/or Italian Passports are required to have a designated authorization form signed by both parents and countersigned by the 'Questura' unless otherwise traveling with both parents or the name of the accompanying parent is listed on the minor's document. Passengers are to be seated in areas of the vessel as indicated by the crew. Parents travelling with children must ensure that they are supervised and remain seated throughout the voyage.

5. Embarkation - Passengers should, before departure, ensure that no variations have taken place concerning the vessel's time and date of sailing indicated on the ticket. Therefore a booking reconfirmation 24 hrs before departure both on the outgoing and the incoming voyages is recommended. Passengers must be present for embarkation at least 1 hour before departure. Passengers travelling with vehicles must be present for embarkation at least one and a half hours before departure time. Embarkation may be denied to passengers / vehicles arriving after the set time. Check in closes half an hour

prior to every departure. Passengers are responsible for complying with border formalities. The Company is not responsible in the event that the passenger is not allowed to embark at the point of origin or to disembark at the port of destination due to lack of the necessary documents or non observance of formalities by the passenger. In such instances the passenger shall compensate the Company for any eventual damages and expenses including the issuance of a return ticket if this is applicable.

6. Accompanying Vehicles - All dangerous goods as defined in the International Maritime Dangerous Goods (IMDG) Code, as amended, shall be declared to the Company when effecting booking, in accordance with the applicable requirements. Vehicles with liquid gas must be declared when purchasing tickets. Failing such declaration, same goods will be refused. LPG Vehicles – Motor vehicles propelled by LPG should have gas storage and associates systems built to standards equivalent to the Road Vehicle (construction and Use) regulation 1986, as amended. Motor vehicles propelled by LPG Liquefied petroleum gas may be carried in the cargo spaces provided that: The ignition is switched off ;The tank is not full as to create a possibility of spillage ; The gas is contained in a cylinder or cylinders with valves which should be closed when the vehicle is in position on board the ship. Kindly ensure that all cylinders and pipes are fitted properly and securely. Acceptance of booking remains subject to applicable codes and legislation and authorization for carriage by the relevant authorities at loading and / or discharging ports. Vehicles are loaded and secured onboard in the order established by the Master. Vehicles shall be left in first gear (manual) or in 'P' (automatic) and with handbrake fully on. Personal belongings left in cars are at passenger's own risk. The company will not be held responsible for any damage to the vehicles or to items therein. Any damage caused to the vessel or third parties by a vehicle is the liability of the owner of the vehicle and compensation must be settled before disembarkation. Master of the vessel may, at his discretion and in the interest of safety, not allow loading of vehicles/cargo whose weight/dimensions exceed the maximum allowed or the nature of which may constitute a hazard. The driver of the vehicle is responsible to ensure that cargo carried in / on vehicle is safely secured. The Master may disallow carriage if the cargo is not safely secured. All the lashing and other materials used to secure carriage on board the Vessel must be removed by Company personnel. Maximum overall height of vehicles must not exceed 4.35 metres on side lanes and 4.6 metres on centre lanes. Maximum weight for single wheel axle is 11 tonnes and 14 tonnes for double wheel axle. Total overall weight must not exceed 40 tonnes. Extra cargo will be unloaded and carried at driver's expense. Weapons, dangerous and/or illegal articles/materials/substances are strictly forbidden to be carried on board in any form or quantity. The Carrier reserves the right to perform checks on passengers, their baggage / vehicles prior to boarding/embarkation pursuant to the International Ship and Port Facility Security Code (ISPS Code). Passengers or commercial vehicle drivers, are not allowed to have a domestic fridge inside the vehicle,

which is externally plugged into our garage deck electrical points during the voyage. The Company will fully co-operate with the appropriate Authorities to prosecute persons found in possession of forbidden items.In the case of vehicles with low underfloor clearance which may result in risk of damage, drivers will be advised that proceeding with boarding will be entirely at their own risk and responsibility or may even be the case of refused boarding . If in doubt, agents or drivers booking vehicles with low underfloor clearance are encouraged to contact Virtu Ferries at booking stage.

7. Light vehicles - Carrying goods not for personal use will be charged commercial rates. This includes motor driven vehicles loaded on light vehicles. Towed trailers carrying goods or importation of any goods, will be charged commercial rates for the full length. Commercial tariffs apply for vehicles + towed trailers/extensions (except campers,) over 2 metres in width. Commercial tariffs will also be applied to trailers/extensions, less than 2m wide when being used for commercial purposes. Passenger-carrying minivans with a capacity of 10 seats / passengers or more, and will be carrying less than 50% of their passenger capacity, will be charged commercial tariffs. For vehicles registered as commercial, TIR and passenger coaches, kindly contact Virtu Ferries res@virtuferries.com +356 22069022.

8. Baggage - Passengers may take to their seats or allotted places only one item of hand luggage of not more than H 37cms x W 45cms x L 25 cms in measure and 5 Kgs in weight, all other luggage to be deposited by the passengers in the storage place reserved on the vessel as indicated by the vessel's crew. Maximum 3 pieces of baggage per person. Any one piece of baggage must not exceed H 50cms x W 40cms x L 80cms (170 linear cms). The Company is not responsible for loss of or wilful damage to luggage. In the interest of safety, the Company may destroy any unaccompanied baggage or luggage left behind after disembarkation.

9. Pets - Passengers must declare pets at booking stage and ensure that pets have a valid pet passport together with all the necessary vaccination certificates and all other documents. Upon boarding passengers must also notify vessel's crew that they are carrying pets. Small pets carried in an appropriate leak-proof pet cage of a maximum 70cms x 51cms x 51.5cms, accompanied by the owner are accepted on coach transfers at a charge. We suggest you choose a sailing time which is best suited to your pet's needs. The best time of day would be evenings or first thing in the morning when temperature is cooler. The company offers four options of pet travel.

- **9.1 - Pet Cabin** - Pets can travel in an air conditioned & insulated pet cabin situated at the vessel's vehicle garage level. Cages in the pet cabin are supplied by the company. Water / food to be supplied by pet owner. Pets are accepted in the pet cabin at a charge. Please view company fares. Pre-booking is a must as space in pet cabin is limited. Maximum one pet per cage. Please refer to diagram below.

- **9.2 - Pets in Vehicles** - Pets must be kept inside the car with open windows. There is no charge for the first three pets in a vehicle. Please view company fares.
- **9.3 - Pets on outside deck** - Pets (cats and dogs only) carried in an appropriate leak-proof pet cage of maximum size 91cms x 64cms x 67.50cms (Additional cage dimensions - 118cms x 81cms x 88cms - collapsible only.) may be placed, at a charge, on the outside passenger deck in the area allocated for pets. Pets on the outside passenger deck must be accompanied by the owner throughout the voyage and at no time are pets allowed outside their cage. If at any one time your pet is transiting through passenger areas, pet must be on a leash and wearing a muzzle. In case of inclement weather pets will not be allowed on the outside passenger deck and must travel in the garage or placed in a cage within passenger deck level in a designated area at the discretion of the Master. Pet owners who choose to travel with their pet in a pet cage have the possibility to leave the cage on board and make use of same crate on return voyage.
- **9.4 - Small pets in passenger areas.** - Small pets (cats and dogs only) may travel in the passenger areas, provided they are kept in a suitable, leak-proof pet carrier not exceeding 70cm x 50cm x 51.5cm. Pets must remain inside their carrier at all times. The carrier must be placed on the floor next to the passenger's seat and may not be placed on tables or seats. Pet owners are responsible for ensuring their pets are well behaved and do not disturb other passengers. In cases of excessive barking, pets may be required to move to an alternative designated area, which could include the outside deck.

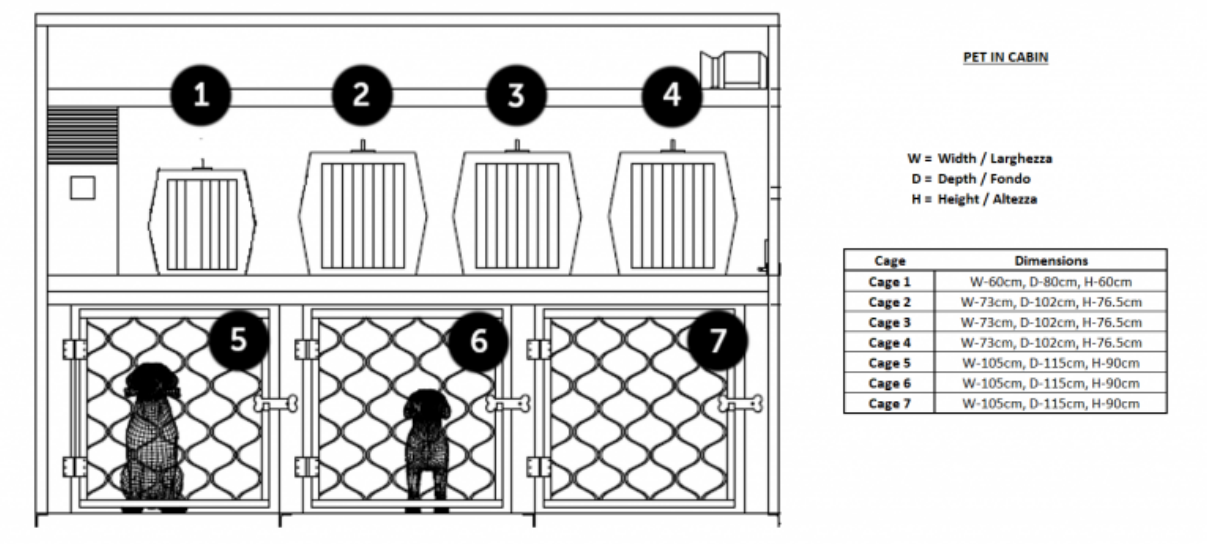
Service Dogs and Guide Dogs: Service dogs and Guide Dogs are welcome on board our vessels. Service Dogs and Guide Dogs must be certified by an organization that is a full member of Assistance Dogs International (ADI) or the International Guide Dogs Federation (IGDF). Only dogs certified under ADI or IGDF are recognized. During the voyage, service dogs must wear a standard identifying jacket and harness at all times. Passengers traveling with service dogs or guide dogs are required to notify us in advance by sending their request, along with a copy of the dog's digital ID card, to res@virtuferries.com prior to their trip. Upon boarding, passengers must present the original certification document. Failure to provide this documentation will result in the service dog or guide dog being denied access to passenger areas. Service dogs and guide dogs are also permitted on coach transfers.

We recommend that during the hot Summer months, you pre book our air-conditioned pet cabin to ensure the wellbeing of your pet. Pets are not allowed in the passenger salons or in any of the passenger common areas with the exception of point 9.4 above (Small Pets in Passenger Areas) and guide dogs. Passengers opting to leave their pets in the car during the voyage, rather than in the designated pet cabin, shall not be allowed to plug an electric fan into our garage deck electrical points to keep the fan running

inside the car. The Company reserves the right to refuse boarding of pets on both the outside decks and garage deck on any given voyage. At the discretion of the Master, passengers may be allowed to visit their pets in the garage during the voyage and will be accompanied by a crew member. The owner is to ensure that the pet is fit for travel also keeping in mind the possibility of inclement weather. The Company is not responsible for the wellbeing of the pet, transportation of pets is at owner's risk and responsibility.

For further inquiries regarding pets travelling to or from Malta, kindly visit the Veterinary Regulation Directorate site and follow the procedure indicated. In case of doubt contact +356 2292 5216/5172 from MONDAY TO FRIDAY from 7.00 am to 3.00 pm or in case of delays or emergency contact out of office hours (24/7) +356 9917 0532. You can also contact the Veterinary Regulation Directorate via Email at: petstravel.mesdc@gov.mt before the booking stage.

For further information regarding pet travel to Pozzallo, kindly contact 'Ufficio Sanita Pubblica Veterinaria, Ragusa.' Telefono: +39 0932 234958-960-613 Email: igiene.allevamenti@asp.rg.it .The Veterinary Authorities in Malta are to be contacted directly by passengers prior to arrival / departure Malta. Kindly contact Virtu Ferries for further information.



Cage	Dimensions
Cage 1	W-60cm, D-80cm, H-60cm
Cage 2	W-73cm, D-102cm, H-76.5cm
Cage 3	W-73cm, D-102cm, H-76.5cm
Cage 4	W-73cm, D-102cm, H-76.5cm
Cage 5	W-105cm, D-115cm, H-90cm
Cage 6	W-105cm, D-115cm, H-90cm
Cage 7	W-105cm, D-115cm, H-90cm

10. Refunds (Booking cancellations) - are subject to the following conditions**;**

- - **Passenger** tickets cancelling earlier than 24 hours before sailing time are entitled to a refund of the unused portion of the ticket;
- - **Passenger** tickets cancelling in less than 24 hours before sailing time are not entitled to a refund; but may rebook with no penalty;
- - **Passengers** not checking in on time for departure or for any reason not embarking are not eligible for refunds, partial or otherwise of the amount paid, but ticket may be rebooked;

- - Any tickets purchased with special offers are not refundable.
- - Cancellation or rescheduling of **Light Vehicle** tickets to a later date, earlier than 24 hours before sailing time, are not entitled to a refund but may be rebooked with no penalty.
- - Cancellation or rescheduling of **Light Vehicle** tickets to a later date, in less than 24 hours before sailing time, shall be cancelled and not refunded; In the case of return vehicle tickets, if the return leg falls outside this 24-hour window, it can remain on the same booking or be rescheduled to a later date but will still be non-refundable.
- Cancellation or rescheduling of **Commercial Vehicle** tickets to a later date, earlier than 48 hours before sailing time, are not entitled to a refund but may be rebooked with no penalty.
- Cancellation or rescheduling of **Commercial Vehicle** tickets to a later date, in less than 48 hours before sailing time, shall be cancelled and not refunded; In the case of return vehicle tickets, if the return leg falls outside this 48-hour window, it can remain on the same booking or be rescheduled to a later date but will still be non-refundable.

11. Unaccompanied Minors Policy - Children under 12 years of age cannot travel unaccompanied. Parents/guardians are kindly asked to fill the unaccompanied minors travelling form for unaccompanied minors aged 12 to under 18 years of age. The form must be presented at the check-in desk prior departure.

12. Delay / Changes / Cancellation / Rerouting - The Company reserves the right to change departure and arrival timings, delay, cancel, or reroute the sailing of the vessel without prior notice whether on the outbound or inbound journey, if this is required for safety or technical reasons or due to force majeure. In the event of cancellations, the Company shall refund the unutilized portion of the ticket (excluding port charges) but shall in no circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused thereby and will not accept any claim to reimburse any supplementary expenses. Leaflet of passenger rights – Contact details for **The Office for Consumer Affairs** – Malta Competition and Consumer Affairs Authority, Mizzi House, National Road, Blata l-Bajda, MT – HMR 9010 HAMRUN, Tel. +356 2395 2712, +356 2395 2000, Email: seapassengerrights.mccaa@mccaa.org.mt.

13. Data Protection - The person (whether natural or non-natural) making the booking acknowledges that he is solely responsible for making sure that the provision of personal data to us, whether his own or that of another individual, fully complies with applicable Data Protection Laws (including, without limitation, Regulation 2016/679) as may be amended from time to time and that the relevant person with respect to whom the personal data relates has been provided with the necessary information at law

regarding the processing of his personal data by us. The person making the booking further agrees that any information notices, consents or other applicable requirements that may be required for the provision of third party data to us shall be fulfilled solely by him. In this respect, the person making the booking hereby fully indemnifies us and shall render us completely harmless against all costs, damages or liability of whatsoever nature resulting from any claims or litigation (instituted or threatened) by any third party against us as a result of the provision of any third party personal data to us by him.

14. Travel Agents' Responsibilities - It is the Travel Agent's responsibility to convey all information in these conditions of carriage to the passenger. In the event an Agent fails to do so, the Agent is responsible for any direct or indirect damages incurred by the client. The Travel Agent is also responsible to forward to the client any information that might be issued by Virtu Ferries from time to time.

15. Virtu Ferries Srl - is the General Sales Agent for, and subsidiary of, Virtu Ferries Ltd in Sicily. Virtu Ferries Srl sells and collects payments for tickets relating to travel on the Malta-Sicily route operated by Virtu Ferries Ltd.

16. Boarding conditions - Passengers are reminded to read the boarding conditions which are available at Travel Agents and all Virtu Ferries Offices.

17. Law - This contract is governed by Maltese Law and The Maltese Merchant Shipping Act of 1973 shall apply.

18. Jurisdiction - All questions arising out of or in connection with this contract shall be determined by the Maltese Courts to the exclusion of the jurisdiction of the Courts of any other Country.

19. Fitness to Travel

- - The Passenger shall only present him/herself for boarding/embarkation if the passenger is fit to travel and if the Passenger's conduct will not impair the safety of the Vessel or inconvenience other Passengers.
- - If it appears to the Company and/or the Master of the vessel that a passenger is:
- a) for any reason whatsoever unfit to travel; or
- b) likely to endanger his/her health or safety; or
- c) likely to endanger the health or safety or impair the comfort of others onboard; then the Company and/or the Master of the vessel shall be entitled at any time to take any of the following courses as appear appropriate to them namely to:
- c1) Require the Passenger to take any diagnostic medical tests prior to embarkation and submit such results to the Company and/or the Master of the vessel;

- c2) Refuse to embark or disembark the passenger at any particular port; or
- c3) Disembark the Passenger at any port; or Transfer the Passenger from one berth to another; or
- c4) Confine the Passenger to a cabin, room or other appropriate place on the vessel; or
- c5) Administer first aid and administer any drug, medicine or other substance or to admit and/or confine the passenger to a hospital or other similar institution at any port, provided that the Master considers that any such steps are necessary.
- - Where a Passenger is refused embarkation or is disembarked, the Company shall not be liable for any loss or expense caused to the Passenger nor shall the Passenger be entitled to any compensation.
- - The Carrier reserves the right to refuse passage to anyone who in the Company's and/or Master's opinion is unfit for travel or anyone whose condition may constitute a danger to themselves or others onboard.
- - The Carrier reserves the right to perform checks on passengers, their baggage / vehicles prior to boarding/embarkation pursuant to the International Ship and Port Facility Security Code (ISPS Code).

20. Claims - All claims and litigation of any kind whether against the Carrier and or the Vessel or otherwise shall be brought in Malta. Claims are to be reported to Company personnel prior disembarkation. These Conditions of Carriage shall be governed by the laws of Malta and international treaties in force. Each party hereto irrevocably submits to the exclusive jurisdiction of the Arbitration Courts of Malta in respect of any action, proceeding or litigation of any kind relating in any way to the passenger and or his luggage and or carriage on board the Vessel.