

## **TERMS AND CONDITIONS**

The purchase of a ticket on line, by phone or through our sub-agents, automatically implies the acceptance by the passenger of the Venezia Lines Terms and Conditions as listed below. From here on Venezia Lines will be referred to as "The Company".

These Terms and Conditions are subject to the Privacy Notice available on our website at <https://venezialines.com/privacy-notice/>. In case of inconsistencies between these Terms and Conditions and the Privacy Policy, these terms and conditions shall prevail.

### **Border Formalities**

- 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 including Visas or non-observance of formalities by the passenger.
- Please note that driver's license is not a correct identification document for international travelling and will not be accepted.
- 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.

### **Price**

- The price of the ticket includes the sea journey, government port departure and arrival tax, levy when applicable and fuel surcharge.
- The price does not cover meals or any other service such as optional extras purchased on the vessel during the voyage, hotels, other forms of transport, insurance.
- The price does not cover any other tax levied by port/embarkation authorities and fluctuation in fuel surcharge which may vary from time to time.
- The Company reserves the right to increase the price according to fluctuations on the taxes and fuel surcharges which may have increased from the time of original booking.

### **Validity**

- The validity of this ticket is restricted to the person and sailing / sailings indicated thereon.
- Open return tickets are not available.
- Day trip tickets are not valid for one way travel and the company reserves the right to refuse the passenger on board and the passenger will not be entitled to any partial or full refund of the ticket.
- Please be informed that it is important that all details (Name, Surname, Nationality, Date of Birth, Passport/ID number) inserted at the time of booking are inserted correctly into our booking system. Should any details submitted during booking, not match the details on the document presented at time of check-in, The Company has the right not to accept the passenger on board and no refunds will be granted.
- Passenger details required during booking are required as per COUNCIL DIRECTIVE 98/41/EC of 18 June 1998 [S.L.234.25].

### **Passengers**

- Passengers are reminded that it is their responsibility to ensure that they are fit to travel.
- The 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 Company or travel agent should any inaccuracies be found.
- Passengers are to ensure that they are in possession of all necessary (valid) documents prior to travelling.

### **Special needs**

- Passengers with special needs are to advise The Company of any requirements when effecting a reservation. At booking stage the requirements can be indicated in the "Notes" field in Step 2 of the booking page and by selecting the check box marked "Assistance required".

- If passengers are not self reliant, we require them to travel with an able bodied accompanying person aged 16 years and over.
- Reduced mobility passengers may travel on our vessels as long as they are accompanied by an able bodied accompanying passenger aged 16 years or over.
- Wheelchairs, Electric wheelchairs and walking frames can be carried free of charge.
- Due to space restrictions on the vessel, Mobility scooters cannot be accepted on the vessel.
- Our cabin crew will be happy to provide required assistance, however, they are not allowed to provide medical services such as administering injections.
- For safety reasons cabin crew cannot lift passengers or assist with personal hygiene.

### **Minors**

- Due to safety reasons it is The Company's policy not to accept minors under the age of 16 years old travelling unaccompanied by an adult of over 18 years old.
- In the case of schools groups it is of utmost importance that the group is accompanied by at least one group leader of 18 years or over and that the group leader has a manifest with all details (name, surname, and nationality, date of birth and passport/ID number) of all the passengers travelling with the group.
- We urge our passengers to kindly inform themselves of the general immigration regulations between Croatia and Italy for Minors (Passengers under the age of 18) travelling unaccompanied or accompanied by adults other than their parents or legal guardians.
- Please note that it is in the responsibility of the passengers to check such requirements for travelling since full details of the law cannot be supplied since they might vary from time to time without prior notice.
- Passengers travelling with minors which are not their children, may be asked upon check-in, embarkation and disembarkation, to present specific documentation such as a legal document authorised by the minor's parents or legal guardians allowing them to travel with the said passengers. Failure to present such documentation may lead to denial of embarkation and passengers will not eligible for refunds.

### **Embarkation**

- Before departure, passengers should ensure that no variations have taken place concerning the vessel's time and date of sailing indicated on the ticket. Therefore a booking confirmation 24 hrs before departure both on the outgoing and the return voyages are recommended.
- Please refer to your ticket for embarkation timings.
- In all ports check-in closes 15 minutes prior to departure.

### **Luggage/Baggage Allowance**

- Passengers purchasing one way or return tickets (excluding Day trip tickets – returning in the same day) are entitled to carry:
  - 1 (one) check in luggage of no set size or weight and,
  - 1 (one) hand luggage of not more than 56cm x 45cm x 25cm in size and 10Kg in weight. Handbag, briefcase, laptop, shop purchases, camera etc must be carried in your 1 (one) permitted piece of hand luggage.
- The above items of luggage are included in the ticket price and do not need to be announced at booking stage.
- Excess luggage can be booked at booking stage at an additional cost of €10.00 per luggage per leg or during check-in at an additional cost of €20.00 per luggage per leg.
- There is no checked/hand luggage allowance for infants. However, one fully collapsible pushchair per infant may be carried free of charge.
- Additional infant equipment such as car/booster seats and travel cot may be carried in addition to your personal check in luggage allowance and will be subject to additional charges should your regular allowance be exceeded.
- Bicycles are not to be considered as luggage even if they are carried in appropriate bags/luggage and are subject to an additional cost of €10.00 per bicycle. Bicycles must be reserved at booking stage and availability cannot be guaranteed during check in if the bicycle is unannounced.
- All luggage should have a name tags attached to them for identification purposes.
- When departing from Croatia all luggage including the check in luggage must be carried by the passenger through the border control.
- When departing from Venice, check in luggage is to be deposited at the check in desk and will be taken by the port security for screening, this will be deposited directly on the vessel. Hand

luggage is to be taken by the passenger when passing through the security gates and border control.

- On arrival at your destination the luggage will be deposited by the company's crew alongside the vessel and should be collected by the passenger before proceeding to border control. The luggage will be ready for collection after all passengers have disembarked with the exception of the luggage from passengers travelling in the VIP saloon. Such items of luggage will be deposited first unless local authorities impose otherwise.
- Luggage should be handled by the company's crew at all times and passengers are not permitted to remove their own luggage from the designated luggage compartments found on the vessel.
- For security reasons passengers are only allowed to take to their seats small baggage items such as handbags, briefcase, laptop, shop purchases, camera bags. All other items including bulkier hand luggage is to be given to the crew in order to be deposited in the luggage compartments reserved on the vessel.
- When travelling on a Day trip ticket (Istria-Venice-Istria or vice versa) returning in the same day, passengers are not entitled to carry any luggage. Should a passenger travelling with a day trip ticket, present himself at time of check-in with items of luggage, the Company automatically deduces that the passenger is travelling one way and reserves the right to charge for the price difference (if applicable) between a day trip and one way ticket price as well as extra luggage charges if applicable.
- Bulky luggage or accompanied cargo may be carried at the discretion of the Master of the vessel and is subject to a higher charge in accordance with a set tariff.
- Only luggage containing passenger's personal effects will be accepted as luggage.
- Unaccompanied luggage is forbidden.
- The Company is not responsible for loss of or wilful damage to luggage.
- In the interest of safety, The Company may destroy any unaccompanied luggage or luggage left behind after disembarkation.

### **Pets**

- If you are travelling with your pets please be sure to be in possession of the international passport for animals.
- All animals should be in possession of all vaccines required by both the point of origin and the destination port.
- The Company is not responsible in the event that the animal 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 and vaccines. In such instances the passenger travelling with the animal shall compensate the company for any eventual damages and expenses including the issuance of a return ticket, if this is applicable.
- Cats need to be transported in appropriate cages
- Dogs cannot be larger than 60 cm in length and 50 cm in height (from head down). All dogs must be in possession of a leash and a mouth muzzle.
- All animals have to be announced at time of booking.
- The Master of the vessel may, at his discretion and in the interest of the other passengers, disallow boarding of the animal irrespective if it is properly announced or in possession of all required documentation or vaccines. In such situations The Company will not be liable to refunds of the animal and neither the passenger tickets.
- Please be aware that your pet will not necessarily be kept in the seating area.

### **Cancellations**

- All bookings on all routes are subject to cancellation fees.
- Cancellations done up to 7 days before departure are subject to a € 15.00 per person cancellation fee.
- Cancellations done from 6 days to 72 hours before departure are subject to a cancellation fee of 50% of the value of the booking.
- Cancellations done between 72 hours until the day and time of departure are subject to a cancellation fee of 100% of the value of the booking so are not entitled to any refund.
- Passengers not checking in on time for departure or anyhow not embarking are not eligible for refunds, partial or otherwise of the amount paid.

- Special offers/promotional fares are non-refundable unless otherwise stated and passengers will be made aware of the specific conditions at the time of booking.
- In the case of return tickets, each leg is to be considered as a separate journey and the cancellation policy is applicable separately for each journey.
- In the case a passenger does not utilize the outward leg of a return ticket, the return journey is still considered as valid.
- In the case of Day trips (Istria-Venice-Istria or vice versa returning in the same day), if the outward journey of the Day Trip return ticket is not utilized, the return ticket will be automatically cancelled and the client will not be entitled to any partial or full refund. In case the passenger shows up for embarkation for only the return journey, embarkation for the return journey will be denied and the passenger will be responsible to purchase an additional ticket in order to embark the vessel.
- VIP CLASS tickets holders are entitled to cancel any portion of the journey and are not subject to cancellation fees as long as the company is informed at least 48 hours prior to departure.
- Cancellations for VIP CLASS ticket holders made between 48 to 24 hours prior to travelling date are subject to a cancellation fee of 50% of the value of the portion of booking which is being cancelled.
- Cancellations for VIP CLASS ticket holders made 24 hours prior to departure or not checking in on time are subject to a cancellation fee of 100% of the value of the booking so are not entitled to any refund.
- If a client purchases an upgrade to VIP CLASS as an extra after the initial purchase of the ticket has been made, the minimum cancellation fee of € 15.00 per person will be applied for all cancellations made up to 48 hours prior to departure date. Cancellations made between 48 to 24 hours prior to travelling date are subject to a cancellation fee of 50% of the value of the portion of booking which is being cancelled.

#### **Cancellations in case of death or serious illness**

- If you have been affected by a bereavement of an immediate member of your family and you no longer wish to travel, or in the event of death or serious illness directly effecting the passenger and thus making it impossible for the passenger to travel, the booking of the affected passenger and anyone travelling on the same booking reference may, at the company's discretion, be refunded.
- Full refund requests will be accepted as long as the requests are made at least 7 days prior to the travelling date.
- Any requests made between 7 days prior to the travelling date and date of travel, will be subject to the regular cancellation fees.
- Any requests made after the travelling date will not be accepted.
- In order to process the refund request without delay we please ask to submit the request via email and attach any necessary documentation including:
  - Booking number
  - Confirmation of the relationship with the deceased (if applicable)
  - Attach suitable documentary evidence
  - Confirm which passengers on the booking require a full or partial refund.
- The company considers the following family members as "immediate":
  - Spouse
  - Civil Partner
  - Children (including adopted/step children)
  - Parents (including step parents)
  - Brothers & Sisters (including step siblings)
  - Grandparents & Grandchildren
  - Father/Mother-in-law
  - Brother/Sister-in-law
  - Son/Daughter-in-law
  - We will also extend the same consideration to the travel companion of the bereaved.

#### **AMENDMENTS**

- All amendments are subject to availability.
- It is possible to modify a booking until 72 hours before departure.

- If the requests for an amendment is made within the first 24 hours of the time of the booking and is 72 hours prior to the departure, the first amendment will not be subject to an amendment fee.
- Any other amendment request will be subject to a fee of €15.00 per booking.
- Every time an amendment is made the amendment fee will be applied.
- For all amendments (including free amendments), if the new date or route requested is more expensive than the original ticket, the difference in the ticket price will also be charged. If the new ticket price is less than the original price, a refund on the price difference will not be granted but the amendment fee of €15.00 will always be charged.
- Amendments to the booking are permitted to only the time and day of departure or itinerary, name changes are not permitted.
- When an amendment to the date of travel is made, please note that cancellation of the new trip will not be possible.
- VIP CLASS tickets holders are entitled to make an additional amendment other than the free 24 hour amendment, at no additional cost as long as the request is made at least 72 hours prior to the departure.
- In such circumstance changes in ticket price will still be charged and refunds in case the new route is cheaper will not be granted.

### **Delay/Cancellation/Re-Routing**

- The specification of the craft that will provide the transport is merely indicative since it could be replaced by another craft.
- The Company reserves the right to delay, cancel or re-route the sailing of the vessel without prior notice whether on the outbound or inbound journey, if this is due to chance events, force majeure, adverse meteorological-sea conditions, strikes, safety or technical breakdowns constituting force majeure, or any other reasons not attributable to the company.
- In the event of cancellations, The Company shall refund the unutilized portion of the ticket 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.
- Crossing times are calculated on the basis of the distance between ports in favourable meteorological-sea conditions.
- The Company accepts no responsibility for delays due to port operations.
- Arrival times, if stated, must be seen as indicative and may be subject to variation as a consequence of meteorological-sea conditions, port traffic, limits imposed by competent authorities or other bodies, and for which The Company shall accept no liability.
- In case of cancellations, The Company will try to provide an alternative means of transportation to all one way clients. This will be not necessarily be communicated prior to departure but may be communicated upon check-in.
- Passengers are entitled to refuse the alternative means of transportation and a full refund of the unutilized portion of the ticket will be granted, however The Company will not accept any claim to reimburse any supplementary expenses.
- The refund will not necessarily be given at time of check-in.
- If the passenger agrees to the alternative arrangement provided, the passenger loses the right to a refund of the ticket.
- Please note that the alternative means of transportation does not guarantee the arrival at destination at the same time stipulated by the original booked ticket and The Company at all times does not accept any claim to reimburse the ticket or any supplementary expenses.

### **Lost Property**

- The Company will not be liable for loss or damage to any luggage or other items left in terminals, premises or vessels.

### **Travel Agents Responsibilities**

- It is the Travel Agent's or Third Party Seller's responsibility to convey all information in these Terms & Conditions to the passenger. In the event that an Agent or Third Party Seller fails to do so, the Agent or Third Party Seller is responsible for any direct or indirect damages incurred by the client. The Travel Agent or Third Party Seller is also responsible to forward to the client any information that might be issued by The Company from time to time. The Company accepts no liability for not conveying the Terms and Conditions or portraying inaccurate information to the passenger.

### **Boarding conditions**

- Passengers are reminded to read the boarding conditions available on our website. These boarding conditions will not necessarily be printed on the ticket or on the boarding passes which are issued to every passenger during check in. All boarding conditions will be available at the Venezia Lines Check-in points but will only be displayed if requested by the passenger. Once a passenger is on the vessel, it automatically implies that he agrees and accepts the boarding conditions.

### **Security**

- Security information and ISPS costs – In compliance with the rulings of the international ISPS code relating to anti-terrorism provisions, passengers must exhibit their tickets and identity documents if requested by a ship's officer. They must also grant their consent to inspections of their luggage should this be requested. Such checks may also be carried out by departments of the harbour authorities. The Company informs passengers that the harbour authorities may make further requests and ask for the payment of supplementary taxes which cannot always be foreseen or quantified in advance.

### **Insurance**

- The Company would like to remind the passengers that they and their luggage are not covered by Travel Insurance. It is in the responsibility of the client the purchase their own travel insurance. Nevertheless, passengers are protected by Regulation (EC) No. 392/2009 concerning the liability of carriers by sea in the event of accidents which can be viewed following this link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:131:0024:0024:EN:PDF>

### **Law**

- This contract is governed by Maltese Law and The Maltese Merchant Shipping Act of 1973 and shall also be governed by Maltese Law in accordance with mandatory legislation and regulations applicable to the rights of passengers when travelling by sea regulation (EU) No 1177/2010.
  - Regulation (EU) No 1177/2010 can be viewed on the following link: <http://eur-lex.europa.eu/Notice.do?mode=dbl&lng1=en,it&lang=&lng2=bg,cs,da,de,el,en,es,et,fi,fr,ga,hu,it,lt,lv,mt,nl,pl,pt,ro,sk,sl,sv,&val=553926:cs>
  - You may contact the national enforcement body for your country if you have any questions regarding compensation legislation in the European Union. [http://ec.europa.eu/transport/themes/passengers/air/doc/2004\\_261\\_national\\_enforcement\\_bodies.pdf](http://ec.europa.eu/transport/themes/passengers/air/doc/2004_261_national_enforcement_bodies.pdf)

### **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.