

GENERAL TERMS AND CONDITIONS OF PASSENGER TRANSPORT

Elena Tour Navigazioni Srl

1. Definitions

- 1.1. For the purposes of these General Terms and Conditions of Carriage
 - 1.1.1. Carrier: **Elena Tour Navigazioni srl** with registered office in La Maddalena (SS) Via Santa Teresa Gallura, 18 C.F. and VAT reg. no. 02781230905.
 - 1.1.2. Contract of carriage: the contract of carriage relating to the carriage, by sea, of passengers, luggage and accompanying animals, from the port of departure to the port of arrival, which may be the same as the port of departure.
 - 1.1.3. Passenger: any person who has entered into a contract of carriage of persons by sea and, to that effect, holds a ticket issued by the carrier through its sales channels.
 - 1.1.4. Ticket: travel document, personal and non-transferable to third parties, proving the conclusion of the transport contract for the journey stated on the ticket.

2. Transport Service

- 2.1. The carrier guarantees carriage in accordance with the following General Terms and Conditions of Carriage, which the passenger, by purchasing the ticket, fully accepts and undertakes to observe.
- 2.2. The General Terms and Conditions of Carriage are posted and can be consulted on board, at the carrier's ticket offices (if any), and are in any case available on <https://www.elenatournavigazioni.com>
- 2.3. The text of the General Terms and Conditions of Carriage that can be consulted and downloaded from the website <https://www.elenatournavigazioni.com> is the authentic text for the purpose of identifying the content of the Contract.

3. Tickets

- 3.1. The ticket can be purchased alternatively:
 - 3.1.1. at the carrier's ticket offices (if any);
 - 3.1.2. on board;
 - 3.1.3. online at <https://www.elenatournavigazioni.com>;
 - 3.1.4. via OTAs (Online Travel Agencies).
- 3.2. The price for the services offered is paid immediately at the time of booking. For bookings made online on the website <https://www.elenatournavigazioni.com> we use payment service providers such as MultisafePay and PayPal.
- 3.3. By authorizing payment, you agree that your payment information may be used to collect payment. You must provide payment information truthfully and update it immediately if it changes. Acceptable payment methods will be displayed in the order process. You confirm that you have the right or authority to use the payment method you are using.
- 3.4. Among the various payment methods, the user can also choose "Book now and pay later". This is only possible with a credit card that is valid at least until the date of the excursion; to confirm this, we will charge 0 EUR to your credit card when you complete your booking. 72 hours before the start of the excursion we will debit the booking price. If the credit card charge fails, you have 24 hours to make the payment. If this fails and the payment is not made, we will automatically cancel the excursion you booked.
- 3.5. By purchasing the ticket, the passenger explicitly declares that he or she has read these General Terms and Conditions and accepts their content in full.
- 3.6. The ticket, which is only valid for the day and route indicated, must be shown to the on-board staff upon boarding and must be kept for the entire duration of the journey. No changes or amendments to tickets are permitted.
- 3.7. Passengers are required to check the accuracy of the personal details on the ticket at the time of purchase. In the event of discovery of incorrect personal details, the passenger must immediately contact the carrier, which will then replace after withdrawing the ticket to be replaced.
- 3.8. No refund, replacement or duplicate is issued in the event of theft, loss or damage to the ticket.
- 3.9. The total amount of the ticket consists of the fare and the amount of taxes, fees and levies as applied by the regulations in force. The amount for taxes, fees and charges is subject to change until the ticket is issued, in the event of regulatory changes. Rates include VAT, when due.
- 3.10. Without prejudice to the provisions of subsection 3.7., please refer to the updated tariffs, available at <https://www.elenatournavigazioni.com>, which form an integral part of these General Terms and Conditions. For the transport of bicycles or similar means, which is possible subject to the number of spaces available for this purpose and which can be found out by contacting customer service by

telephone on +39 342 3217323 or by sending an email to info@elenatournavigazioni.com, the fare half the ordinary fare.

4. Boarding Rules

4.1. Passengers must report to the ship at least 30 minutes before the scheduled departure time in order to allow for smooth boarding operations. After that time, the passenger loses all boarding rights. For easier access to the ship, passengers with reduced mobility must present themselves to the embarkation manager at least 45 minutes before the departure time.

4.2. Due to the morphological characteristics of some locations indicated in the travel itinerary, checking the possibilities for effective access for Persons with Reduced Mobility is recommended. The passenger is informed that the carrier has a service in place to check the accessibility of the destination beforehand, and that this service is available by telephone on +39 342 3217323 or by sending an information request by e-mail to info@elenatournavigazioni.com. In any case, passengers with reduced mobility declare that they have previously checked the accessibility of the ports they intend to visit, in the light of their health conditions, as well as the presence of assistance services on land. When purchasing their ticket, passengers should state that they are Persons with Reduced Mobility in the 'Notes' field, in order to receive suitable assistance to ensure their journey at sea is smooth and comfortable.

4.3. In compliance with the international ISPS code concerning regulations for the prevention of terrorism, passengers are obliged to show their ticket, together with a valid identity document and to allow their luggage to be inspected, if requested to do so by the ship's command, before boarding. Any refusal will result in the passenger being prevented from boarding.

4.4. Each passenger is entitled to free carriage of hand luggage, the dimensions of which must not exceed 45 cm. in width, 30 cm. in height and 30 cm. in depth. In the event of a surplus, a fee equal to the applied tariff must be paid. Carriage of additional luggage is subject to an extra charge of € 5.00 (incl. VAT) per item. Passengers have sole responsibility for their luggage. The carrier shall not be liable in the event of theft, loss or damage to baggage, in whole or in part, caused by persons, things or animals.

4.5. The ship's captain has the right to refuse embarkation to anyone who is in an obvious physical or mental condition such that they are unable to undertake the voyage, or to anyone who, due to the use of narcotics, psychotropic substances or alcohol, is a danger to other passengers. In all of the above cases, the passenger is not entitled to compensation for damage and shall be liable for damage caused to their person, the ship, its fittings and/or equipment, third parties and third-party property. Carrier's acceptance of the passenger on board does not in any case constitute a waiver of any right to assert later reservations about the passenger's condition, whether or not known to the carrier at the time of embarkation and/or departure.

4.6. Pregnant women who have completed their sixth month of gestation must be in possession of a medical certificate authorising travel, which must be presented to the crew upon boarding.

In the case of pregnancy with complications, women must carry a medical certificate authorising travel, regardless of the month of gestation.

The ship's captain has, in any case, full authority to refuse boarding.

In the event of failure to produce the medical certificate, boarding will be denied, without entitlement to refunds or compensation of any kind.

The embarkation of women in the conditions referred to in the preceding sentences of this Article, who are not in possession of a medical certificate authorising travel shall not constitute a waiver by the carrier to assert its rights, subsequently against passengers who have wilfully or negligently concealed their condition.

5. Rules of conduct during the journey

5.1. The ship's captain, pursuant to Article 1235 of the Code of Navigation, is a judicial police officer and, in this capacity, 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 his authority over all persons on board (crew and passengers).

5.2. Passengers, from the moment of embarkation until disembarkation, must comply with the instructions given by the ship's Captain; they must exercise sufficient caution, taking care of their own safety and security, that of the persons and animals in their custody, as well as the safety of their belongings, and when the weather and sea conditions of the voyage require it.

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

5.4. Passengers are required to behave in a civil and respectful manner, avoiding any offensive or threatening behaviour towards other passengers or crew, and in any case it is prohibited for them to

- a. behave in a manner that is or may be a cause of disturbance or annoyance to other passengers;

- b. exercise the profession of salesman, singer, musician and the like on board, or to offer services or accompaniment to passengers;
 - c. lie on sofas or rest shoes on seats;
 - d. use broadcasting devices;
 - e. tamper with on-board furniture or equipment;
 - f. carry weapons and ammunition on board, unless the passenger is a member of the armed forces or the police;
 - g. carry flammable, explosive, or corrosive materials on board;
 - h. dive from the ship, outside the tourist stops scheduled by the carrier for this purpose as part of the journey.
- 5.5.** Passengers are required to comply with safety and hygiene regulations. In particular, by way of example but not limited to, they must not deface or damage seats and furnishings or throw objects of any kind on land or in the sea or outside the containers provided for waste collection, and they 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 with regard to seat availability, as the capacity of the ship, in terms of the maximum number of persons that can be carried, is determined according to the specific regulations in force.
- 5.8.** The carrier reserves all rights to require, from the passenger, payment for any material damage caused on board the vessel or to the carrier's facilities in the areas dedicated to embarkation, disembarkation and ticketing services.
- 5.9.** Any non-compliance will lead, if necessary, in addition to the possible reprimand by the personnel in charge of on-board controls, to the intervention of the Police Forces, who may be involved for actions within their competence.
- 5.10.** In the event of a breach of the behavioural obligations referred to in this article, the ship's captain may proceed to disembark the passenger responsible for the breach, as soon as possible, when said breach is likely to endanger the safety of navigation and/or other passengers.

6. Passenger's liability and special obligations

- 6.1.** Access to and use of the various sites during the trip is regulated by the Municipality of La Maddalena or the La Maddalena Archipelago National Park Authority. The passenger is obliged to be aware of this information and the carrier is released from any liability for non-compliance.
- 6.2.** The passenger will be liable for all damage caused (by them or by persons or animals in their custody) to the ship, its furnishings, facilities and accessories, its equipment, other passengers, the carrier's employees or collaborators, third parties, as well as all penalties and/or expenses to which, due to their fault, the carrier is subjected by any authority.
- 6.3.** The passenger is obliged to observe the rules of conduct dictated by prudence, also with regard to the typical risks of navigation. In particular, the passenger acknowledges that the technical fact of navigation is by nature subject to weather and sea conditions and entails inevitable rolling and/or pitching movements as well as general damp conditions of surfaces, both external and internal. The passenger therefore undertakes to comply with all the instructions of the captain or crew and to follow the signs on board, to use all handles and handrails for support, and in general, to adopt a prudent conduct, refusing all liability for damage to persons and/or property caused by negligent or imprudent conduct.
- 6.4.** Minors under 16 years of age may not travel unless accompanied by a parent or carer; they must be supervised by a parent, carer or responsible adult at all times, and may not travel around the ship unless accompanied.
- 6.5.** Minors between the age of 16 and under 18 may travel unaccompanied, subject to a release issued by parents or carer and a copy of their valid identity documents.
- 6.6.** All passengers, including those under the age of 18, must be in possession of a valid identity document at all times. Boarding will be denied in the case of an expired identity document.
- 6.7.** A passenger who includes in their luggage, or who otherwise introduces on board substances or items resulting from offences will be liable to the carrier and/or other obligated parties for any damages and penalties they may incur as a result of such introduction.
- 6.8.** In the event of an accident occurring during carriage or during embarkation or disembarkation, the passenger shall immediately notify the captain of the ship so that they may draw up a special report. In the event of failure to do so, it will not be possible to process any claims for the occurrence of incidents that have not been established.

7. Transport of pets

7.1. Pets are accepted on board ships subject to prior notification to Customer Service by telephone on +39 342 3217323 or email at info@elenatournavigazioni.com) provided they are small, remain with their owner at all times, and that the following rules are observed:

- a. leashes and muzzles must be worn by dogs upon boarding and until disembarkation;
- b. cats and other small animals must be placed in special carriers upon boarding and until disembarkation;
- c. each animal must have a certificate of vaccination and good health valid for no more than 6 months from the date of issue;
- d. food and drink containers must be fitted with a lid to prevent spillage.

7.2. The carrier may refuse boarding to animals that, due to their particular characteristics (bad smell, state of health, hygiene or aggressive behaviour), are bothersome or dangerous to passengers.

7.3. The carrier refuses all liability for damage of any kind that may occur to the animal during the journey (illness, injury or death of the animal).

7.4. Pet access to the various sites during the trip is regulated by the Municipality of La Maddalena or the La Maddalena Archipelago National Park Authority. The passenger is obliged to be aware of this information and the carrier is released from any liability for non-compliance.

8. Carrier's liability 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 on "the liability of carriers of passengers by sea in the event of accidents".

8.2. Should it be impossible to disembark at one of the scheduled ports for reasons not attributable to the carrier, the passenger may disembark at one of the subsequent ports of call, without any surcharge on the ticket price and without any right to compensation or refund.

8.3. If the journey is interrupted for reasons not attributable to the carrier, the passenger is entitled to a refund of the ticket price in proportion to the distance travelled. The refund of the ticket price shall in no case exceed half of the full price of the purchased ticket. In such cases, the procedure for refunding the portion of the ticket price is governed by Article 9 below.

8.4. Journey times are indicative and calculated on the basis of the distance between ports and favourable weather conditions.

8.5. The carrier will not be liable for any damage caused to the passenger as a result of a delay in departure or cancellation of the carriage if the event is due to reasons of necessity and/or safety, unforeseeable circumstances, force majeure, adverse weather conditions, strikes or technical failures, exceptional circumstances, or any other cause not attributable to the carrier. In the event of non-performance of the carriage for the reasons mentioned in the previous paragraph, the passenger is entitled to a refund of the ticket according to that set out in Article 9.

8.6. It is at the discretion of the ship's captain, in the event of events that may endanger the safety of the ship and/or passengers, to change the itinerary during navigation, without this entitling passengers to refunds or compensation of any kind.

8.7. The carrier shall have the right to unilaterally amend these General Terms and Conditions by publishing them in the appropriate section of the website <https://www.elenatournavigazioni.com>, by posting them at ticket offices and on board ships. It is understood that the general terms and conditions of carriage in force at the time of the ticket purchase shall apply to the Service.

8.8. It is the carrier's responsibility to adopt rules of conduct for passengers during transport and embarking and disembarking operations. The Regulations will be displayed at the ticket offices (if any) and on board the ships. All passengers are obliged to comply with its provisions as they form an integral and substantial part of these general conditions.

9. Refund of ticket price

9.1. In all cases in which these general terms and conditions provide for the passenger's right to refund of the ticket price, the passenger must make a request to the Customer Service department by telephone on +39 342 3217323 or by email to info@elenatournavigazioni.com.

9.2. No refund, compensation or indemnity whatsoever will be paid by the carrier in the event of delays with respect to the scheduled departure or arrival times or in the event of changes to the itinerary during navigation and due to causes not attributable to the carrier.

9.3. There is a full refund of the ticket for cancellations made by the customer up to 24 hours before departure and for cancellations by the carrier due to adverse weather conditions.

9.4. There is no refund for customer cancellations made less than 24 hours before departure or for non-arrival at embarkation.

10. Complaints

10.1. Any complaints may be addressed by registered mail with acknowledgement of receipt to Elena Tour Navigazioni srl with registered office in La Maddalena (SS) Via Santa Teresa Gallura no. 18, CAP 07024, or by certified email to the relevant address elenatournavigazioni@pec.it

11. Insurance

11.1. The carrier has insurance for third party liability only.

12. Privacy

12.1. Pursuant to Article 13 of EU Regulation no. 2016/679, laying down provisions on the protection of personal data, the carrier, in its capacity as data controller, informs that the personal data provided by passengers will be processed for purposes strictly related to the management of the contractual relationship and the provision of services, including by means of information systems, suitable to guarantee the security and confidentiality of same.

12.2. These are available at <https://www.elenatournavigazioni.com> under the "Privacy Policy" section and are deemed to be reproduced here.

13. Jurisdiction

13.1. The passenger transport contract is governed by and construed in accordance with Italian law. For any dispute arising out of the interpretation and/or execution of this contract, the place of jurisdiction shall be exclusively that of the registered office of the carrier. In the case of a passenger who qualifies as a consumer under current Italian law, the court of residence or domicile of the same shall have exclusive jurisdiction, provided that the consumer is resident or domiciled in a Member State of the European Union.