



## **Article 1 - Definitions**

"Passenger" means any person transported based on a passenger ticket issued by the Company and/or authorised agencies.

"Company" or "Carrier" means the company Caronte & Tourist Isole Minori S.p.A. that performs the transporting whose details are shown in the transport contract.

"Ticket", "Passenger Ticket", "Travel Document" or "Transport Contract" means the document valid for boarding, whether it is a ticket for passengers with or without a vehicle or a bill of lading for commercial vehicles.

"Consignor" means those who request embarkation, the presenter of a vehicle upon embarkation, the driver, the Shipper of the container and is also considered to be the delegate of the receiver at the port of disembarkation.

The words "container" include any container, case, transportable tank, wooden pallet or any other means used to consolidate and transport the goods.

The Company undertakes to transport the passenger and the vehicle(s) below under the following general transport conditions which are adequately advertised at all authorised ticket offices, at the Company's offices, and on board the ship(s), and which are available on the [carontetourist.it](http://carontetourist.it) website and which therefore

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For transport carried out by the Company in compliance with and/or in accordance with Agreements and/or Contracts in place between the Company and the Public Administration (Ministry of Infrastructure and Transport or the Sicily Region), the terms and conditions of said Agreements and/or Contracts, in the event of a conflict, prevail and cancel what is contrary to the Agreement and/or the Contract in these general transport conditions.

## **Article 2 - Transport and validity regulations**

To travel on the Company's ships, each passenger must first have a regular passenger ticket (or equivalent travel document), to be purchased at all sales channels authorised for the service. Simply purchasing and using the ticket implies the acceptance without reservation of these general transport conditions. The ticket is personal, non-assignable, non-transferable and must be diligently kept and exhibited by the passenger – before embarkation or upon request – to the personnel in charge. The ticket must always be destroyed (physically or digitally) by the personnel to whom the passenger is required to present the travel document, whether paper or digital.

The travel pass, where provided, is personal, non-assignable, non-transferable and must be diligently kept and exhibited by the passenger – before embarkation or upon request – to the personnel in charge. In order to ascertain the identity of the holder, the personnel in charge may require the passenger to exhibit an identity document in conjunction with the travel pass. The use of the travel pass is subject to these general transport conditions, as well as those contained in the pass, all of which are understood to be known and accepted by the passenger. In case of loss, destruction or theft of the ticket, to get on board, a new travel document must be purchased. In the event of loss, destruction or theft of the pass, to get on board, a new travel document must be purchased and the holder of the pass must immediately file an appropriate complaint with the competent authorities in order to avoid fraud being committed against the Company.

### **Invoicing**

Pursuant to Article 22 of Italian Presidential Decree 633 of 26 October 1972 and subsequent amendments, ticket invoices can only be requested at the time of purchase of the travel document and before it is issued.

## **Article 3 - Price of passage**

The price indicated on the ticket is that in effect on the date of its issue.

The price indicated on the passenger ticket does not include the provision of food and beverages on board, which remain the responsibility of the passenger. Meals can be consumed, subject to payment, at the restaurant and/or self-service facilities. Any embarking and disembarking fees, where applicable, are expressly indicated on the passenger ticket.

All special and/or promotional prices are available until all dedicated places have been booked and are automatically offered by the booking system.

Passengers in possession of a prepaid booking present upon embarking with a vehicle whose type is not the same as that of the vehicle booked is required to pay the difference in price between the booked vehicle and that subject to embarking, prior to actually embarking. This

procedure does not in any way affect the right to use the onboard space already purchased and listed on the ticket, provided that the space on board is sufficient for the actual type of vehicle.

Pursuant to Article 5 of these terms, any Consignor who does not present themselves in time at the time of departure of his/her own vehicles and/or containers and, in any event, has not embarked because of the Consignor themselves, is not entitled to any refund, even partial, of the price paid and is, in fact, obliged to complete the payment of the transport price if this has not already been paid in full and to compensate for any further damage.

### **Promotions and discounts**

The application of special and/or promotional prices depends on the date of booking and/or departure, on the number of passengers, the chosen arrangement and the booking channel used, and is subject to the availability of places at the time of booking. Bookings purchased with special or promotional prices can only be modified and cancelled if they include, where available, the Flexibility Option. In such cases, the Flexibility Option does not release the customer from paying any price differences resulting from the change requested, but rather allows for the modification and cancellation of the bookings purchased at special or promotional prices.

Passengers in possession of a ticket purchased with a reduction agreement must exhibit a copy of a document certifying their membership to the organisation/association (the number of which must be included on the purchased ticket) together with their own identity document and any additional document requested by the Company for the individual agreement, as it appears, on the official website of the Company. The member must be present on the passenger list of the booking with the agreed reduced rate. Failure to provide the required documentation and/or non-compliance with the General Transport Terms and Conditions shall result in the cancellation of the booking and the consequent right to embark. As a result, the passenger must unavoidably purchase a new ticket, paying the difference between the price of the agreed reduced fare and the price of the ordinary ticket according to the prices in force at the time of purchase. The promotions are not cumulative, nor can they be applied to a ticket with other discounts.

### **Benefits for "resident" passengers**

Passengers who will benefit from any discount and any other type of concession, dedicated to "residents" must show, at the time of purchase (where required), check-in and embarking, suitable documentation in force, to certify the legitimacy of access to the concession.

It is specified that the term "resident" refers to citizens residing in the island municipalities. In this context, the concession for residents may also be extended to the vehicle the resident passenger brings with them (only: cars, motorcycles, trucks and campers/caravans) if the latter is present within the same travel document and the vehicle is registered on it. Those who do not have such documentation will not be allowed to embark and the price of the ticket purchased will be refunded upon application of the penalties established by the Transport Conditions.

### **Onboard purchases**

Tickets, where required, may, in exception cases, be requested on board ferryboats, in which case, in addition to the travel cost, the dues for onboard payment will also be owed as outlined

on the price list. No discounts may be applied for tickets issued on board other than those for residents, with those having the right to discounts and/or reductions of other types having to request from the Company's offices the difference between the applied rate and that to which they are entitled.

## **Article 4 - Advances/Delays of departure/arrival - cancellation of departure, changes of itinerary**

The Company shall not be liable for any damage caused to the passenger by the delay or failure to carry out the transport, subject to the provisions of Article 18, 19 and 20 of the Regulation EU/1177/2010.

The Company, with the exception of the limits provided for in the Agreements and/or Contracts in place with the Public Administration, has the right to cancel the announced departure, to add or omit stopovers, to start the trip from a port other than the one established, to change the itinerary, to assign the ship to another line, to advance or delay the date or time of departure (time, which in the case of open tickets, is merely indicative). The instruction for the ship to carry out the transport is merely indicative, it being the Company's right, always within the limits of what is allowed by the Agreements and/or the Contracts in place with the Public Administration, to replace it at any time with another ship, including another carrier.

The Captain has the full right to proceed unmanned, to tow and assist other ships in any circumstance, to deviate from the ordinary route in any direction for any distance and also in relation to weather and sea conditions for maritime security. They also have the right to enter, both before and after departure, any port or ports that are or are not on the itinerary of the ship, even if in the opposite direction or beyond the usual route, either retreating or advancing in any order and for any purpose, one or more times, to transfer the passenger and the vehicle on any other ship or means of transport, belonging or not belonging to the Company, to the port of destination. In the event of a delay, the Company informs passengers of the expected time of departure and arrival as soon as this information is available. If passengers miss a connection due to a delay, the Company shall make reasonable efforts to inform the passengers concerned of alternative connections.

In the event of Agreements and/or Contracts in place with the Public Administration, the Ferry Company must promptly inform the Administration about any disruption relating to the services covered by the contract and/or agreement, and transmit within 48 (forty-eight) hours a report on the actions taken for the purposes of fulfilling the obligations provided for in the event of disruptions.

In any case, without prejudice to the foregoing, the cancellation of the trip, the delay and the interruption of the trip are governed exclusively by Regulation EU/1177/2010, which amends Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways and by Italian Legislative Decree No 129 of 29 July 2015 "Rules on penalties for violations of the provisions of EU Regulation (1177/2010)(EC) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways", which can be viewed on the [carontetourist.it](http://carontetourist.it) website, at the ticket offices and on board the company ships,

without prejudice only to the provisions of Article 405 of the Navigation Code with reference to the interruption of the trip.

## **Article 5 - Embarking and disembarking**

The embarkation time, unless otherwise modified in writing, is one hour before the expected time of departure of the ship for passengers with accompanying vehicles, while it is 30 minutes for passengers without accompanying vehicles.

Failure to comply with the aforementioned timetable shall result in the cancellation of the booking and the right to a refund, even partial, of the price paid.

Children under the age of 18 up to 12 years of age can also travel unaccompanied, under the responsibility of persons exercising parental authority, whilst those under 12 years must travel accompanied by adult passengers and be kept under the surveillance of the parents and/or guardians.

All passengers must be provided with a valid identification document (including children and infants), otherwise embarking will be refused. Self-certifications and Complaints of Loss will not be considered valid according to the regulations in force. Passengers who are not present at the time of embarking, or who do not embark on the ship expected and indicated on the booking or on the ticket, are not guaranteed the possibility of embarking, with there being no refund, even partial, nor compensation. Drivers of vehicles will be called for embarkation in the order determined by the Captain of the ship and/or their auxiliaries and officers.

The embarking operations for vehicles, including their placement in the assigned spot on board, the disembarking operations and the possible transfer of the vehicle from the parking place to the ship and/or the transfer of the vehicle from the ship to the parking place, are always to be carried out by the passenger at their exclusive care, risk and responsibility and upon completion of the embarking operations.

For the sake of their own safety, passengers are required to comply with the security provisions provided by means of signposts, audio messages, as well as what is directly communicated by the onboard personnel.

It is compulsory for the driver of the onboard vehicles, upon completion of the embarkation operations, to: engage a low gear and activate the parking brake, remove the keys from the ignition and turn off all electrical devices, turn off the alarm system, make sure that the car doors and baggage compartment are properly closed, so as to not to lead to the loss of any baggage and/or personal belongings within the vehicle.

It is mandatory to declare at the time of purchasing the ticket or to the Captain, or at the latest before embarkation, the transport of vehicles fuelled with GPL/methane or other gases.

It is mandatory to use for maritime transport, for the uniqueness of said transport, efficient vehicles throughout, especially with regard to the braking, rolling, suspension and, where provided, hoisting and height not exceeding 4.20 m from the ground.

Regarding the transport of commercial vehicles, the booking, the issuance of the transport document and the payment of the price do not constitute a commitment by the Company that the ship is ready to receive the vehicles and/or the containers or that the vehicles or containers have effectively embarked. Effectuating the embarkation depends on the Company's requirements and safety on board, and any other reason that may prevent embarkation. In the event that embarking does not take place due to the Company, the

Company is only required to return the freight charge or part thereof, and is not required to pay for any expenses or damages of any kind. The state in which the vehicle is left must comply with the procedures laid out by the Maritime Authority.

### **Onboard electricity supply**

The transport of refrigerated vehicles is subject to the regulations of the RINA (Italian Naval Registry), as well as to the regulatory rules issued by the relevant authority, being norms prohibiting the onboard use of the energy sources of the vehicles themselves.

At the request of the Consignor, the Company, formulated at the time of booking and depending on the availability of power outlets, may be allowed to connect to the onboard electrical circuit (alternating current of 220 Volt 50 periods), always provided that the vehicles are equipped with the special flameproof coupling approved by the competent authorities.

In the case of onboard electrical power supply, any possible interruption to the supply of such energy by the ship for any reason or cause, with no exclusion or exception, or changes in voltage shall not result in the liability of the Captain and, for this, of the Company, with the passenger acknowledging that connection with the onboard supply is at their own risk and, under their responsibility, also with regards to third parties.

The connection is allowed at the risk and responsibility of the Consignor, also with regards to the ship and to third parties, excluding any liability of the Company and/or ship, for any power failure or interruption, voltage surges and any other fault and breakdown in generation and distribution of electric power by the ship, from any cause generated and/or produced.

The power supply may also be interrupted or suspended by the Captain in the event that the engine of the refrigerated vehicle does not prove, in the opinion of the Captain, to be functioning properly and does not provide suitable safety guarantees for the cargo and ship.

## **Article 6 - Changes, cancellations and flexibility option**

Passengers must be informed of any cancellations by the following means:

- up to two hours before departure, by email to [servizioclienti@siremar.it](mailto:servizioclienti@siremar.it), at any of the travel agencies authorised by the Company to sell tickets or at the port ticket offices;
- up to 30 minutes before departure, by email to [servizioclienti@siremar.it](mailto:servizioclienti@siremar.it) at the ticket office of the embarkation station;
- during the 30 minutes coinciding with departure, it is not possible to request the withdrawal of your travel document.

In this case, the contract shall be terminated and the passenger is entitled to a refund of the ticket price based on these percentages:

- 10%, for cancellations up to the day before departure
- 25%, for cancellations on the day of departure and up to 30 minutes before departure.

Any booking fees are not refundable.

The aforementioned penalties are also applied in the event of a change in the travel document at the request of the passenger.

Ways of sending information about cancellations to people, other than those mentioned above, will be available in brochures and leaflets distributed by the Company.

In all cases, the right to refund for a trip cancelled under the terms above is valid for up to six months from the date of departure indicated on the ticket.

No refunds are due for trips not cancelled under the terms and conditions given above.

Passengers forced to interrupt a trip for reason out of their control shall receive a refund of the passage price in proportion to the part of the trip undertaken.

If the trip is interrupted voluntarily by the passenger, the Company is not required to refund the difference in the travel price for the unused portion (Article 406 of the Navigation Code).

## **Article 7 - Passenger health conditions**

The Captain has the right to refuse passage to anyone who, in the opinion of the Company itself, has physical or psychological conditions that do not allow them to cope with the trip. In such cases, the passenger is not entitled to claim for damages and is liable for damage caused to the ship, to all its fittings and equipment, to third parties, as well as to third-party property. The Company's acceptance of a passenger on board shall not be considered as a waiver of the Company's right to subsequently declare its reservations regarding the conditions of the passenger, whether or not known by the Company at the time of embarkation and/or departure of the ship. The exercise of such discretion by the Captain and/or the Company shall be in accordance with the regulations in force and, with regards to persons with reduced mobility, in accordance with the provisions of Article 7 and 8 of the EU Regulation No 1177/2010.

The embarkation, time on board and disembarkation of passengers and vehicles are governed by the rules of law, the provisions of the ship's Captain in relation to particular situations and the following provisions:

1. except as provided for in the second paragraph of Article 192 of the Navigation Code, boarding of passengers manifestly affected by serious illnesses or, in any event, being dangerous for the safety of navigation and for the safety of persons aboard, is conditional by the authorisations given by the competent Health Authorities;
2. even if there is no danger to the safety of navigation and the safety of persons aboard, the embarkation of passengers who are manifestly in a physical condition so as to advise against travelling by sea, is subject to obtaining medical certification authorising the effectuation of the trip, in the interest of the passengers themselves;
3. passengers in an evident state of agitation or in a clear and harassing state of drunkenness will not be allowed on board; The Captain has the right to refuse passage to anyone who, in their opinion, has physical or psychological conditions that do not allow them to cope with the trip or anyone who, due to the abuse of drugs, hallucinogens, and/or alcohol, poses a danger to other passengers and the safety of the ship. In such cases, the passenger will not be entitled to damages yet will be liable for any damages caused to the ship, all its fittings and equipment, for any delays to its departure, as well as damage to third parties or to the property of third parties.

The embarkation of a pregnant passenger involves their acceptance of risks such as the absence of onboard medical care or specialised medical assistance and facilities suitable for managing any pregnancy-related emergencies, as well as specificity of sea travel, both in reference to any weather conditions in the marine environment and the difficulty of access to

external assistance, consequently waiving and exempting Cartour and all its personnel from any liability.

## **Article 8 - Explosive, flammable and hazardous substances**

It is strictly forbidden for passengers to include in their baggage or property, placed in his/her own vehicles aboard, industrial waste or substances that are explosive and/or flammable or otherwise dangerous for the safety of the ship, the cargo or the safety of the other passengers and of the crew members. In the event of a violation of this prohibition, the Captain is authorised to seize or destroy such substances without the passenger being able to claim any compensation. In addition, the passenger is responsible for the consequences of violating this prohibition. The transport of flammable, explosive, corrosive and dangerous goods within commercial vehicles is permitted on ships that are authorised for such transport and, subject to the permissibility, in compliance with current regulations.

The driver is obliged to declare to the Company and/or its agents before embarkation, the existence of dangerous goods on board the vehicle and/or inside the container that must be presented for embarkation under the conditions prescribed by law.

The transport referred to in this article must, in any case, be submitted to the Company and the agent at the port of embarkation at least three working days prior. The motor vehicle owner is liable for damages and any problems that may result to the company and/or third parties from the untruthful or incorrect declarations regarding the quality of the transported goods. Embarkation is granted within the limits of the applicable law concerning this matter and must be expressly authorised in writing by the ship's Captain that may arrange for the positioning of the vehicles and/or containers on the open deck.

To this end, the Consignor pre-emptively and expressly accepts the positioning of the vehicles on the open deck.

In the case of failure to provide notification, the Consignor shall be completely liable for any and all consequences resulting from such omission from the Company and third parties, in civil, criminal and administrative contexts.

## **Article 9 - Accommodation**

The passenger must occupy the place indicated on their ticket or, failing this, that assigned by the Captain or the Commissioner on board. The Company has the right to assign a place to the passenger that is different to that indicated on their ticket, whereby this meets specific technical requirements. If the assigned place is of a superior type, no price difference is required.

## **Article 10 - Weapons**

At the time of embarkation, the passenger is obliged to hand over to the Captain all melee weapons and/or firearms in his or her possession, if transport is permitted.

In the case of non-compliance, the offenders are subject to the confiscation of weapons and referral to the competent judicial Authority.

## **Article 11 - Applicable law and jurisdiction**

The transport contract for passengers, their baggage and vehicles to be followed is governed by and interpreted in accordance with Italian law.



## Article 12 - Referral

For anything else not covered by these transport conditions, that laid out in the Navigation Code, EU Regulation 1177/2010 and other applicable laws prevails.

## Article 13 - Protection of Personal Data

The Company, as Data Controller, undertakes to process the personal data, of which it becomes aware for the purposes and within the scope of the execution of the contract, in accordance with EU Regulation 2016/679.

The personal data provided by the passenger will be processed for purposes strictly related to the management of the contractual relationship and the provision of services, including by means of computer systems, suitable to guarantee its security and confidentiality; all as specifically reported by the Company in the privacy policy published on the website [www.carontetourist.it](http://www.carontetourist.it).

## Article 14 - Complaints (pursuant to Article 25 of the EU Regulation No 1177/2010)

On board the Company's ships there is a summary of the provisions of Regulation (EU) No 1177/2010.

### How to submit complaints

To submit any complaints pursuant to Article 25 of Regulation (EU) No 1177/2010, the following channels can be used:

1. Through the website at <https://web.carontetourist.it/reclamo>
2. by email to the addresses given below;
3. by registered letter to the addresses given below.

**Caronte & Tourist Isole Minori S.p.A.**, Via Ing. Giuseppe Franza, 82, 98124 Messina, Italy  
- [reclami@carontetourist.it](mailto:reclami@carontetourist.it)

### Languages

The complaint can be submitted in either Italian or English. The Company ensures the response in the same language used by the customer. Complaint form

Customers can submit complaints using a form available:

- in printable format, on the website, at <https://web.carontetourist.it/reclamo>;
- at the ticket offices;
- on board the company ships.

If the form above is not used, the complaint must contain the following minimum information given below:

1. **customer identification data** (name, surname, address) and any representative, in this case, attaching the representative and an identity document of the customer;
2. **the identification data of the trip made** (date, time of departure, origin and destination) and of the transport contract (booking code or ticket number);
3. **a description of the complaint**, with respect to one or more requirements defined by European or national legislation, by the general transport terms and conditions, or by the customer service charter.

### Terms

Pursuant to Article 24 of Regulation (EU) 1177/2010, the complaint must be sent within 2 (two) months of the date on which the service was provided or should have been provided. Within 1 (one) month of receiving the complaint, the Company shall notify the customer that the complaint has been accepted, rejected, or is still under investigation. The final decision must be made within two months of the complaint being received.

### **No response**

If the company fails to respond within the above deadlines, the customer can:

1. make use of the conciliation service at the Messina Chamber of Commerce;
2. If 60 (sixty) days have passed since the complained was submitted, recourse can be made to the Transport Regulation Authority, through the online submission of complaints system (SiTe) available on the Authority's website, or using the form, which should be sent by registered mail to the address in via Nizza No 230, 10126 – Turin, or:
  - by email to [art@autorita-trasporti.it](mailto:art@autorita-trasporti.it);
  - by certified email to [pec@autorita-trasporti.it](mailto:pec@autorita-trasporti.it).

### **Automatic compensation**

The customer has the right to receive an automatic compensation, commensurate with the price of the ticket, referable to a transport service, not less than:

- 10%, for a response provided between the 61st (sixty-first) and 90th (ninetieth) day from the receipt of the complaint;
- 20% in the case of a response not provided within the 90th (ninetieth) day of the receipt of the complaint.

### **The compensation is not due in cases where:**

- the amount is less than 6 euros;
- the complaint was not sent by the customer in the manner set out in this document, with the required minimum information and timescales;
- the customer has already been paid compensation, as referred to in the previous points, relating to a complaint concerning the same trip.

## **Article 15 - Animals**

Unless otherwise stipulated by law, the transport of dogs, cats and other small animals is allowed, accompanied by passengers. Passengers are responsible for any damage caused to things or persons by their pets.

In addition, the transport of pets accompanying passengers is regulated by the sanitary provisions dictated by the competent authorities.

The passenger is obligated to free the Company from any responsibility and costs that may arise in this regard as a consequence of or due to failure to comply with the aforementioned regulations and existing laws. The Company shall not be held accountable for any injuries that the pets may suffer, if the causation arises from a cause not attributable thereto.

The Company declines any responsibility for the seizure or removal of animals by the Health Authorities at the port of embarkation/disembarkation, as well as for the injury, loss or death of the animals during transport or during embarkation and/or disembarkation.

The transport of small pets is allowed, unless otherwise stipulated by law, provided that they are registered in the dog registry, have a certificate of good health issued by the veterinarian

and all the necessary vaccinations, where appropriate, and provided that the related ticket has been purchased, if payment for the transport of the animal is foreseen from the Company's price list.

The embarkation of larger-sized pets are subject to the final discretion of the Company. Dogs must be equipped with a muzzle and a leash during the entire duration of the trip.

In accordance with hygiene and health regulations, when pets are accepted by the Company, they must travel in the premises reserved for them (where the watercraft is provided), and passengers are absolutely prohibited from keeping them inside the cabins and/or in the ship lounges (except when the pet cabin service is available). Exceptions to the aforementioned rules are guide dogs accompanying blind passengers.

In any event, the transport of all pets (small or otherwise) is always at the sole risk of the passenger and/or their owner and their admission on board by the Captain does not constitute any liability on the part of the ship or the Company.

## **Article 16 - Persons with reduced mobility**

Persons with Reduced Mobility (PRM) means people who have particular difficulties in using public transport, including the elderly, people with disabilities, people with sensory impairments and those who use a wheelchair, pregnant women and those accompanying young children.

The Company provides its transport service to people with disabilities and reduced mobility under the same conditions as all other passengers.

The request for assistance must be communicated to the Company, before purchasing the ticket, by calling the Customer Service of the C&T Group ([+39.090.57.37](tel:+390905737)) or by emailing [servizioclienti@carontetourist.it](mailto:servizioclienti@carontetourist.it).

According to the conditions described above, Persons with Reduced Mobility (PRM) can request assistance at least 48 (forty-eight) hours before the desired departure (with the exception of services from Porto Empedocle to the Pelagie Islands, where the request can be received 24 (twenty-four) hours before the desired departure), including:

- At a ticket office (<https://carontetourist.it/en/siremar/travel-informations/ticket-offices>),
- During the online purchase process using the dedicated feature. In this case, Customer Service will contact the customer to get the information they need so they can provide the service.

You must observe these instructions to ensure adequate embarkation assistance and the best accommodation on board at no additional cost.

For any other type of assistance, they must also electronically inform the Company or operator of the terminal at least 48 (forty-eight) hours prior and be present at a designated meeting point at least 30 (thirty) minutes prior to departure.

Pursuant to EU Regulation 1177/2010, it is the responsibility of the PRMs to report in writing, before the purchase of the ticket and at least 48 (forty-eight) hours before the desired departure (with the exception of services from Porto Empedocle to the Pelagie Islands, where the request can be received 24 (twenty-four) hours before the desired departure), their specific needs for accommodation, seating, services requested or need to transport medical devices.

As provided for in Circular 10/SM, the dedicated seats for PRMs are proportionate to the total number of transportable passengers. The expected regulatory proportion is as follows:

For every one hundred passengers, or group, that the ship can carry, at least one seat must be for a wheelchair, which is to be arranged safely so that the passenger in a wheelchair can travel seated next to the other passengers;

For every one hundred seats available on board the ship, or group, at least four must be dedicated to disabled passengers.

In the event of failure to notify the operator of their needs, the seats and parking spaces for PRMs may be occupied by other passengers on board.

In accordance with Article 8 of Regulation EU/1177/2010, the Company may refuse to accept a booking, to issue a ticket or to let a person to embark who is disabled or has reduced mobility for the purpose of complying with applicable safety requirements established by international, European or national law or for the purpose of compliance with the safety obligations established by the competent Authorities, or where the design of the port renders it impossible to embark, disembark or travel in safe conditions. In such a case, the Company shall inform the person who is disabled or has reduced mobility and will refund the ticket issued.

The ships, where provided and in relation to the type of service provided, in accordance with current regulations, are equipped with a limited number of disabled cabins.

The craft are equipped so that PRMs can be guaranteed full integration with all services intended for passengers as well as the possibility of carrying out embarking and disembarking operations easily, safely and possibly autonomously.

The craft have the specific minimum requirements required for access and stay on board without discrimination in the Technical Specifications and, in any case, the onboard equipment for access and stay on the ship of the PRMs comply with the technical principles and the regulations on the subject (Italian Legislative Decree 45/2000 and subsequent amendments, PRM Guidelines issued with the Circular of the General Directorate for navigation and maritime and internal transport No 10/SM Ref 151 of 04/01/07 and subsequent amendments; EU Regulation 1177/2010).

In regards to the minimum characteristics of the boats with reference to the equipment for People with Reduced Mobility as well as compliance with the minimum quality conditions (MQC) of maritime coastal shipping services identified by EU Regulation 1177/2010, the Ferry Company is prohibited on the grounds of disability or reduced mobility from:

- not accepting a booking or issuing a ticket
- not letting a person with a disability or reduced mobility embark, provided that the person concerned has a valid ticket or booking.

Bookings and tickets shall be offered to disabled persons and persons with reduced mobility at no additional cost.

In the Agreements and/or Contracts in place with the Public Administration, in the event of the departure, transit or arrival of a person with a disability or reduced mobility in a port, the Ferry Company is required to provide the interested party with the assistance referred to in Annex 1 to these transport conditions (already contained in Annex 7 to the contract scheme),

containing "PRM Assistance and Training", to embark on the departing service or disembark from the incoming service for which they have purchased a ticket.

In the Agreements and/or Contracts in place with the Public Administration, on board the ships the Ferry Company provides the assistance provided for in Annex 1 mentioned free of charge to people with disabilities or reduced mobility.

- a. The Ferry Company is also obliged to cooperate with the Port Management Entities in order to provide specific support to people with disabilities or reduced mobility as follows:
- b. the Ferry Company takes all the necessary measures to receive notifications regarding the assistance requested by people with disabilities or reduced mobility. This obligation shall apply at all points of sale, including sale by telephone and via the Internet;
- c. if notifications are not made in accordance with point (a), the Ferry Company shall make every effort to ensure that the assistance is provided in such a way that the person with a disability or reduced mobility can embark on the departing service or disembark from the incoming service for which they have purchased a ticket;
- d. the assistance is provided on the condition that the person with a disability or reduced mobility shows up at the designated point at least 30 (thirty) minutes before the published departure time;
- e. if a person with a disability or reduced mobility needs a service animal, that animal shall be accommodated on the condition that the Ferry Company is notified, including through its sales network, in accordance with the applicable rules on the transport of approved service animals on board passenger ships.

To this end, in the event of Agreements and/or Contracts in place with the Public Administration, the training sessions provide for an information form within six months of the signing of the Contract or, in the case of new employees, within six months of being hired.

In the event that the wheelchairs, other mobility equipment or parts thereof are lost or damaged during handling in the port or transport on board the ships, the passenger to whom they belong is compensated by the Ferry Company, which will endeavour to provide, where possible, timely replacement equipment.

For anything not provided for in this article, please refer to the PRM Guidelines issued with the Circular of the General Directorate for navigation and maritime and internal transport No 10/SM Ref 151 of 04/01/07 and subsequent amendments, as well as EU Regulation (1177/2010) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways and Italian Legislative Decree 29 July 2015, No 129 "Rules on penalties for violations of the provisions of EU Regulation (1177/2010)(EC) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways", which can be viewed on the [carontetourist.it](http://carontetourist.it) website.

## **Article 17 - Carrier's Liability - Deductible**

The Carrier's liability for loss and/or damage to property and/or persons is governed by the Navigation Code or EU Regulation No 392/2002, if applicable, depending on the classification of the ship pursuant to Directive 98/18/EC.

The Company is not liable for any loss and/or damage to vehicles and/or containers or to goods/merchandise contained therein, which may occur before and during boarding, aboard the ship, during the passage (except in the sole case of gross negligence by the Company), as well as during or after disembarking.

Without prejudice to that stated above, the passenger must bring any damage to vehicles or the occurrence of any other damaging event during the transportation to the attention of the ship's Captain or to the agents and/or the Officers on board – at the risk of forfeiture – prior to disembarking.

To this end, the passenger must lodge a complaint with one of the officers on board, who shall supply the appropriate form, which must be signed by the passenger.

In the event of an accident on board, the passenger must in any case immediately report the incident to the Captain who, if necessary, will draw up a report to start the appropriate insurance procedure.

Otherwise, and therefore in the absence of a report from the on duty Captain, the Company cannot accept any complaints regarding claims on board ships and/or within the areas under its jurisdiction.

For baggage and items not delivered by the passenger to the Company, the latter is not responsible for the loss and/or damage, unless the passenger proves that they were caused in a way attributable to the Company itself.

The Company shall not be liable for damages and/or breakdowns attributable to acts or omissions of third parties.

Subject to all applicable laws, the liability of the Company is in any case subject to a deductible of 330 units of currency in the event of damage to a vehicle and a deductible of 149 units of currency (per passenger) in the event of loss or damages to other items of baggage.

## **Article 18 - Baggage**

All valuables, jewellery, cash, credit cards, traveller's cheques, etc., may be deposited in the appropriate security boxes on the ship or, in their absence, delivered in a close and sealed envelope to the Purser on board, who shall issue a receipt for this envelope without checking its contents.

In any event, it is agreed that, even for baggage and items not delivered to the Company, the latter's liability is limited as per the law.

No claim for compensation, loss or other damage suffered with regards to baggage will be allowed if the state of the same is not acknowledged upon arrival, in discussions with the Captain and does not prove to be legitimately reported.

The personal effects that, for the personal use of the passenger, are ordinarily carried in suitcases, travel bags, boxes and the like, are considered and allowed as baggage. If baggage items of a different nature are included, the passenger must double the fare price for the transport of these items, besides compensation for damages.

Sample products of business travellers up to a limit of 20 kg are also allowed as baggage.

The Company shall not be liable for any theft of any items and/or baggage left unattended.

As regards the liability of the Company, the rules laid down in Article 411 and 412 of the Navigation Code apply.

It is specified that exclusively in the context of connections with the smaller Sicilian islands, each passenger has the right to carry 20 kilogrammes of hand baggage free of charge. Passengers under 12 years of age and paying half the fare are granted half of the deductible, or 10 kg.

## **Article 19 - Passenger information**

In compliance with the Ministerial Decree of 13 October 1999 on the transposition of the EEC Directive 98/41 of 18 June 1998 and the rules on the application of the ISPS Code on anti-terrorism regulations, where this is in force, all passengers are required to communicate at the time of booking and, at the time of purchasing the ticket, their personal details, being surname, first name or initial of the same, gender, age category (newborn, child, under 18 and above 14 years of age, adult), place and date of birth and a telephone number.

## **Article 20 - Liability**

The Captain is a judicial police officer and, in this capacity, exercises the powers referred to in Articles 221 et seq. of the Italian Code of Criminal Procedure, in the event that crimes are committed on board while sailing and exercises their authority over all persons on board (crew and passengers). They have disciplinary and policing powers for maritime security. The passenger, from the time of embarkation and disembarkation, must comply with the orders of the Captain. Moreover, their behaviour must prove to be in accordance with common diligence and prudence, monitoring the safety and integrity of themselves, of the people and animals that are in their custody, and of the safety of their personal belongings, and that so required by the weather and sea conditions during the trip.

In the event of an emergency, passengers must make themselves available to the Captain and Officers and must strictly carry out the orders and instructions that they will receive.

In accordance with existing anti-terrorism regulations (ISPS), passengers may at any time be subject to baggage inspection and/or requested to show identification to the ship's Officers.

All passengers must comply with the regulations and requirements of the Maritime, Port, Customs, Health and Public Safety Authorities. They are responsible for any violations with regards to the competent Authorities and the Company itself. The Company has the right to refund them for all damages, expenses, fines, penalties, administrative sanctions and any other kind of dues that may result from the abovementioned violations.

### **Vehicle and Cargo Liability**

The passenger, the driver or the person responsible for the cargo must arrange, under their own care, expense and risk, to accommodate the cargo, to the vehicle or to the container, to the closing, covering and sealing of the vehicle itself and/or container. Therefore, the passenger, the driver or the person responsible for the cargo remains liable together with the owner of the cargo and the Consignor/Sender (if different from the driver) for damages to the company and third parties resulting from the failure to comply with these requirements.

Under no circumstances is the Company liable for loss and/or damage to the cargo and/or the vehicle/container resulting from lack or inadequacy or insufficiency of the mounting, closure or coverage, as well as the overloading of the vehicle/container, with overloaded vehicles and containers travelling at the sole risk and danger of the Consignor, and are subject to a supplementary freight charge at current prices.

The vehicle, including any trailer and/or caravan, with what is contained therein, in the absence of a specific written declaration from the passenger, the driver or the person responsible for the cargo, is understood to be accepted by the Company, without a declaration of value: therefore, the Company's liability for loss and/or damage to the vehicle, without prejudice to the exemptions and deductibles referred to in Article 17, cannot exceed the legal limit.

it is compulsory to arrive at the vehicle loading area with the cargo arranged and properly secured on the vehicles themselves with the diligence and prerequisites required by the type of goods and the characteristics of the vehicle, all according to suitable criteria for sea transport;

The passenger, the driver or the person responsible for the cargo is solely responsible for any damage to his or her vehicle, the goods and baggage contained therein, to his or her own person, as well as to the persons present in the vehicle.

The passenger, the driver or the person responsible for the cargo is solely responsible for any damage caused to third parties, their vehicles, goods and baggage.

The passenger, the driver or the person responsible for the cargo must show, at the time of presentation of the vehicles and containers, the transport document issued by the Company or its Agents, their own identification document, as well as all other documents required for transport, including customs documents.

The Company is not responsible for any missing baggage and/or personal items inside the vehicle.

The Company is not responsible for loss and/or damage arising from any other cause and/or determined to the vehicles or containers indicated herein and/or the goods there contained, by any other vehicle or container embarked on the same ship. It is understood that, in the event of a collapse of the cargo, the costs of reinstatement and any other necessary acts, shall be borne by the person responsible for the delivery, even if anticipated by the Company for reasons of safety.

The acceptance of embarkation by the ship's Captain does not imply any recognition of the accuracy and veracity of declarations made by the Consignors in the transport documents nor of the existence of the conditions set out in this document, with the consequent exclusion of any responsibility of the ship's Captain and for the Company, even against third parties, in relation to the declarations of the Consignors, the requirements of the vehicles and/or containers and the arrangement of the cargo.

The Consignor is, in any case, responsible for all damage to the ship and to third parties resulting from non-compliance with the above obligations referred to in this Article.

If the Consignee or Driver of the vehicles or containers who appears at the loading area is a person other than the Consignor indicated on the shipment document, the above Consignee or Driver shall sign the transport contract in the name and on behalf of the Consignor, as the authorised representative of the same.

### **Cargo delivery and storage**

Upon arrival of the ship, the return of the vehicles and/or containers is effected subject to the presentation to the Company of the transport document (Interchange), which is duly signed for receipt.



The driver and/or receivers must promptly remove their vehicles and/or containers at the time in which the ship is ready for disembarking operations.

At the time of arrival, if the vehicles and/or containers have not been removed in a timely manner, the Company will always, at the expense, risk and responsibility of the Consignor and Receiver, move the vehicle and/or container on land and return it only after a refund for all expenses incurred for transport, unloading and disembarking operations.

In the event that, for any reason, the vehicles and/or containers cannot be returned to the Consignor and/or Receiver, the vehicles and/or containers may remain parked unattended at the risk of the Consignor and/or Receiver. The Company shall not be liable for damages and/or missing items with relation to the vehicles and/or containers and to the goods loaded and/or contained therein.

Delivery of vehicles and/or containers and their cargo must be effected (under specific contractual derogation - pursuant to Article 424 of the Italian Navigation Code) - for the carrier under the liability law referred to in Article 422 of the Italian Navigation Code, from the outset of the unloading operations, even if carried out by means of onboard equipment. With reference to Milazzo/Aeolian Islands/Naples transport and vice versa, in the event that the vehicle is not collected promptly from the recipient at the port of disembarkation, the Company is irrevocably instructed and authorised by the Shipper/Sender, also pursuant to Article 450 of the Italian Navigation Code., to transport (at the sole risk and expense of the Consignor/Sender) the vehicle to the port of departure/origin of the trip (Milazzo) and to entrust it for delivery to an external company that will take care of its custody outside the port area and that will charge the Consignor/Sender/Receiver prices according to their own list.

## **Article 21 - General damage**

The general average is governed by the York-Antwerp Rules of 1950/1974. Before receiving the goods, the receivers must sign the "Lloyd's Average Bond", as well as carry out, as a provisional filing, the payment of the share that the Ferry Company determines to guarantee the definitive contribution and as a condition for the collection of the goods. The deposits referred to in section XXII of the above rules must be effectuated in Messina, into a special account designated jointly by two trustees, namely the Ferry Company and a representative chosen by the persons involved with the cargo, at a bank of choice between the Ferry Company and the said representative of the persons concerned with the cargo. For this purpose, in the various ports of unloading the goods, the deposits are collected by the agents of the Ferry Company, who will send them immediately to Messina. The rule of general average takes effect, amicably, in Messina no matter what the destination of the goods loaded and is compiled by a liquidator whose appointment is reserved to the Ferry Company. The Trustees renounce any opposition and are obliged to pay the contribution which, on the basis of the value of the goods loaded, is definitively determined in the general average rule.

## **Article 22 - Prohibitions**

On board the company ships it is absolutely forbidden to:

- uphold behaviours or attitudes that are or may be causing disturbance or harassment to other passengers;

- exercise the profession of seller, singer, player and similar on board and offer services or accompaniment to passengers without having received specific authorisation from the Company;
- use their own accommodation on board by modifying its specific purpose;
- smoke in the internal areas of the ship;
- open and close the portholes and windows, and tamper with furniture and equipment on board, for which passengers must exclusively refer to the ship's personnel;
- transport letters and parcels subject to postal charges;
- throw objects of any kind into the sea.

## **Article 23 - Rules**

The rights deriving from the transport contract for passengers and baggage are prescribed by the terms of Article 418 of the Navigation Code.

In any case, without prejudice to the terms outlined in the preceding point of this Article, a passenger who is liable for damages to his/her own person arising from occurrences from the time of embarkation until he/she has completed the disembarkation, must still be reported to the Captain prior to the completion of the disembarkation.

means that the purchase and/or possession of the ticket implies the passenger's knowledge and acceptance of their content.

For transport carried out by the Company in compliance with and/or in accordance with Agreements and/or Contracts in place between the Company and the Public Administration (Ministry of Infrastructure and Transport or the Sicily Region), the terms and conditions of said Agreements and/or Contracts, in the event of a conflict, prevail and cancel what is contrary to the Agreement and/or the Contract in these general transport conditions.

## **Article 2 - Transport and validity regulations**

To travel on the Company's ships, each passenger must first have a regular passenger ticket (or equivalent travel document), to be purchased at all sales channels authorised for the service. Simply purchasing and using the ticket implies the acceptance without reservation of these general transport conditions. The ticket is personal, non-assignable, non-transferable and must be diligently kept and exhibited by the passenger – before embarkation or upon request – to the personnel in charge. The ticket must always be destroyed (physically or digitally) by the personnel to whom the passenger is required to present the travel document, whether paper or digital.

The travel pass, where provided, is personal, non-assignable, non-transferable and must be diligently kept and exhibited by the passenger – before embarkation or upon request – to the personnel in charge. In order to ascertain the identity of the holder, the personnel in charge may require the passenger to exhibit an identity document in conjunction with the travel pass. The use of the travel pass is subject to these general transport conditions, as well as those contained in the pass, all of which are understood to be known and accepted by the passenger. In case of loss, destruction or theft of the ticket, to get on board, a new travel document must be purchased. In the event of loss, destruction or theft of the pass, to get on board, a new travel document must be purchased and the holder of the pass must immediately file an

appropriate complaint with the competent authorities in order to avoid fraud being committed against the Company.

### **Invoicing**

Pursuant to Article 22 of Italian Presidential Decree 633 of 26 October 1972 and subsequent amendments, ticket invoices can only be requested at the time of purchase of the travel document and before it is issued.

## **Article 3 - Price of passage**

The price indicated on the ticket is that in effect on the date of its issue.

The price indicated on the passenger ticket does not include the provision of food and beverages on board, which remain the responsibility of the passenger. Meals can be consumed, subject to payment, at the restaurant and/or self-service facilities. Any embarking and disembarking fees, where applicable, are expressly indicated on the passenger ticket. All special and/or promotional prices are available until all dedicated places have been booked and are automatically offered by the booking system.

Passengers in possession of a prepaid booking present upon embarking with a vehicle whose type is not the same as that of the vehicle booked is required to pay the difference in price between the booked vehicle and that subject to embarking, prior to actually embarking. This procedure does not in any way affect the right to use the onboard space already purchased and listed on the ticket, provided that the space on board is sufficient for the actual type of vehicle.

Pursuant to Article 5 of these terms, any Consignor who does not present themselves in time at the time of departure of his/her own vehicles and/or containers and, in any event, has not embarked because of the Consignor themselves, is not entitled to any refund, even partial, of the price paid and is, in fact, obliged to complete the payment of the transport price if this has not already been paid in full and to compensate for any further damage.

### **Promotions and discounts**

The application of special and/or promotional prices depends on the date of booking and/or departure, on the number of passengers, the chosen arrangement and the booking channel used, and is subject to the availability of places at the time of booking. Bookings purchased with special or promotional prices can only be modified and cancelled if they include, where available, the Flexibility Option. In such cases, the Flexibility Option does not release the customer from paying any price differences resulting from the change requested, but rather allows for the modification and cancellation of the bookings purchased at special or promotional prices.

Passengers in possession of a ticket purchased with a reduction agreement must exhibit a copy of a document certifying their membership to the organisation/association (the number of which must be included on the purchased ticket) together with their own identity document and any additional document requested by the Company for the individual agreement, as it appears, on the official website of the Company. The member must be present on the passenger list of the booking with the agreed reduced rate. Failure to provide the required documentation and/or non-compliance with the General Transport Terms and Conditions shall result in the cancellation of the booking and the consequent right to embark. As a result, the passenger must unavoidably purchase a new ticket, paying the difference

between the price of the agreed reduced fare and the price of the ordinary ticket according to the prices in force at the time of purchase. The promotions are not cumulative, nor can they be applied to a ticket with other discounts.

### **Benefits for "resident" passengers**

Passengers who will benefit from any discount and any other type of concession, dedicated to "residents" must show, at the time of purchase (where required), check-in and embarking, suitable documentation in force, to certify the legitimacy of access to the concession.

It is specified that the term "resident" refers to citizens residing in the island municipalities. In this context, the concession for residents may also be extended to the vehicle the resident passenger brings with them (only: cars, motorcycles, trucks and campers/caravans) if the latter is present within the same travel document and the vehicle is registered on it. Those who do not have such documentation will not be allowed to embark and the price of the ticket purchased will be refunded upon application of the penalties established by the Transport Conditions.

### **Onboard purchases**

Tickets, where required, may, in exception cases, be requested on board ferryboats, in which case, in addition to the travel cost, the dues for onboard payment will also be owed as outlined on the price list. No discounts may be applied for tickets issued on board other than those for residents, with those having the right to discounts and/or reductions of other types having to request from the Company's offices the difference between the applied rate and that to which they are entitled.

## **Article 4 - Advances/Delays of departure/arrival - cancellation of departure, changes of itinerary**

The Company shall not be liable for any damage caused to the passenger by the delay or failure to carry out the transport, subject to the provisions of Article 18, 19 and 20 of the Regulation EU/1177/2010.

The Company, with the exception of the limits provided for in the Agreements and/or Contracts in place with the Public Administration, has the right to cancel the announced departure, to add or omit stopovers, to start the trip from a port other than the one established, to change the itinerary, to assign the ship to another line, to advance or delay the date or time of departure (time, which in the case of open tickets, is merely indicative). The instruction for the ship to carry out the transport is merely indicative, it being the Company's right, always within the limits of what is allowed by the Agreements and/or the Contracts in place with the Public Administration, to replace it at any time with another ship, including another carrier.

The Captain has the full right to proceed unmanned, to tow and assist other ships in any circumstance, to deviate from the ordinary route in any direction for any distance and also in relation to weather and sea conditions for maritime security. They also have the right to enter, both before and after departure, any port or ports that are or are not on the itinerary of the ship, even if in the opposite direction or beyond the usual route, either retreating or advancing in any order and for any purpose, one or more times, to transfer the passenger and the vehicle on any other ship or means of transport, belonging or not belonging to the

Company, to the port of destination. In the event of a delay, the Company informs passengers of the expected time of departure and arrival as soon as this information is available. If passengers miss a connection due to a delay, the Company shall make reasonable efforts to inform the passengers concerned of alternative connections.

In the event of Agreements and/or Contracts in place with the Public Administration, the Ferry Company must promptly inform the Administration about any disruption relating to the services covered by the contract and/or agreement, and transmit within 48 (forty-eight) hours a report on the actions taken for the purposes of fulfilling the obligations provided for in the event of disruptions.

In any case, without prejudice to the foregoing, the cancellation of the trip, the delay and the interruption of the trip are governed exclusively by Regulation EU/1177/2010, which amends Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways and by Italian Legislative Decree No 129 of 29 July 2015 "Rules on penalties for violations of the provisions of EU Regulation (1177/2010(EC) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways", which can be viewed on the [carontetourist.it](http://carontetourist.it) website, at the ticket offices and on board the company ships, without prejudice only to the provisions of Article 405 of the Navigation Code with reference to the interruption of the trip.

## **Article 5 - Embarking and disembarking**

The embarkation time, unless otherwise modified in writing, is one hour before the expected time of departure of the ship for passengers with accompanying vehicles, while it is 30 minutes for passengers without accompanying vehicles.

Failure to comply with the aforementioned timetable shall result in the cancellation of the booking and the right to a refund, even partial, of the price paid.

Children under the age of 18 up to 12 years of age can also travel unaccompanied, under the responsibility of persons exercising parental authority, whilst those under 12 years must travel accompanied by adult passengers and be kept under the surveillance of the parents and/or guardians.

All passengers must be provided with a valid identification document (including children and infants), otherwise embarking will be refused. Self-certifications and Complaints of Loss will not be considered valid according to the regulations in force. Passengers who are not present at the time of embarking, or who do not embark on the ship expected and indicated on the booking or on the ticket, are not guaranteed the possibility of embarking, with there being no refund, even partial, nor compensation. Drivers of vehicles will be called for embarkation in the order determined by the Captain of the ship and/or their auxiliaries and officers.

The embarking operations for vehicles, including their placement in the assigned spot on board, the disembarking operations and the possible transfer of the vehicle from the parking place to the ship and/or the transfer of the vehicle from the ship to the parking place, are always to be carried out by the passenger at their exclusive care, risk and responsibility and upon completion of the embarking operations.

For the sake of their own safety, passengers are required to comply with the security provisions provided by means of signposts, audio messages, as well as what is directly communicated by the onboard personnel.

It is compulsory for the driver of the onboard vehicles, upon completion of the embarkation operations, to: engage a low gear and activate the parking brake, remove the keys from the ignition and turn off all electrical devices, turn off the alarm system, make sure that the car doors and baggage compartment are properly closed, so as to not to lead to the loss of any baggage and/or personal belongings within the vehicle.

It is mandatory to declare at the time of purchasing the ticket or to the Captain, or at the latest before embarkation, the transport of vehicles fuelled with GPL/methane or other gases.

It is mandatory to use for maritime transport, for the uniqueness of said transport, efficient vehicles throughout, especially with regard to the braking, rolling, suspension and, where provided, hoisting and height not exceeding 4.20 m from the ground.

Regarding the transport of commercial vehicles, the booking, the issuance of the transport document and the payment of the price do not constitute a commitment by the Company that the ship is ready to receive the vehicles and/or the containers or that the vehicles or containers have effectively embarked. Effectuating the embarkation depends on the Company's requirements and safety on board, and any other reason that may prevent embarkation. In the event that embarking does not take place due to the Company, the Company is only required to return the freight charge or part thereof, and is not required to pay for any expenses or damages of any kind. The state in which the vehicle is left must comply with the procedures laid out by the Maritime Authority.

### **Onboard electricity supply**

The transport of refrigerated vehicles is subject to the regulations of the RINA (Italian Naval Registry), as well as to the regulatory rules issued by the relevant authority, being norms prohibiting the onboard use of the energy sources of the vehicles themselves.

At the request of the Consignor, the Company, formulated at the time of booking and depending on the availability of power outlets, may be allowed to connect to the onboard electrical circuit (alternating current of 220 Volt 50 periods), always provided that the vehicles are equipped with the special flameproof coupling approved by the competent authorities.

In the case of onboard electrical power supply, any possible interruption to the supply of such energy by the ship for any reason or cause, with no exclusion or exception, or changes in voltage shall not result in the liability of the Captain and, for this, of the Company, with the passenger acknowledging that connection with the onboard supply is at their own risk and, under their responsibility, also with regards to third parties.

The connection is allowed at the risk and responsibility of the Consignor, also with regards to the ship and to third parties, excluding any liability of the Company and/or ship, for any power failure or interruption, voltage surges and any other fault and breakdown in generation and distribution of electric power by the ship, from any cause generated and/or produced.

The power supply may also be interrupted or suspended by the Captain in the event that the engine of the refrigerated vehicle does not prove, in the opinion of the Captain, to be functioning properly and does not provide suitable safety guarantees for the cargo and ship.

## **Article 6 - Changes, cancellations and flexibility option**

Passengers must be informed of any cancellations by the following means:

- up to two hours before departure, by email to [servizioclienti@siremar.it](mailto:servizioclienti@siremar.it), at any of the travel agencies authorised by the Company to sell tickets or at the port ticket offices;
- up to 30 minutes before departure, by email to [servizioclienti@siremar.it](mailto:servizioclienti@siremar.it) at the ticket office of the embarkation station;
- during the 30 minutes coinciding with departure, it is not possible to request the withdrawal of your travel document.

In this case, the contract shall be terminated and the passenger is entitled to a refund of the ticket price based on these percentages:

- 10%, for cancellations up to the day before departure
- 25%, for cancellations on the day of departure and up to 30 minutes before departure.

Any booking fees are not refundable.

The aforementioned penalties are also applied in the event of a change in the travel document at the request of the passenger.

Ways of sending information about cancellations to people, other than those mentioned above, will be available in brochures and leaflets distributed by the Company.

In all cases, the right to refund for a trip cancelled under the terms above is valid for up to six months from the date of departure indicated on the ticket.

No refunds are due for trips not cancelled under the terms and conditions given above.

Passengers forced to interrupt a trip for reason out of their control shall receive a refund of the passage price in proportion to the part of the trip undertaken.

If the trip is interrupted voluntarily by the passenger, the Company is not required to refund the difference in the travel price for the unused portion (Article 406 of the Navigation Code).

## **Article 7 - Passenger health conditions**

The Captain has the right to refuse passage to anyone who, in the opinion of the Company itself, has physical or psychological conditions that do not allow them to cope with the trip. In such cases, the passenger is not entitled to claim for damages and is liable for damage caused to the ship, to all its fittings and equipment, to third parties, as well as to third-party property. The Company's acceptance of a passenger on board shall not be considered as a waiver of the Company's right to subsequently declare its reservations regarding the conditions of the passenger, whether or not known by the Company at the time of embarkation and/or departure of the ship. The exercise of such discretion by the Captain and/or the Company shall be in accordance with the regulations in force and, with regards to persons with reduced mobility, in accordance with the provisions of Article 7 and 8 of the EU Regulation No 1177/2010.

The embarkation, time on board and disembarkation of passengers and vehicles are governed by the rules of law, the provisions of the ship's Captain in relation to particular situations and the following provisions:

1. except as provided for in the second paragraph of Article 192 of the Navigation Code, boarding of passengers manifestly affected by serious illnesses or, in any event, being dangerous for the safety of navigation and for the safety of persons aboard, is conditional by the authorisations given by the competent Health Authorities;
2. even if there is no danger to the safety of navigation and the safety of persons aboard, the embarkation of passengers who are manifestly in a physical condition so as to

advise against travelling by sea, is subject to obtaining medical certification authorising the effectuation of the trip, in the interest of the passengers themselves;

3. passengers in an evident state of agitation or in a clear and harassing state of drunkenness will not be allowed on board; The Captain has the right to refuse passage to anyone who, in their opinion, has physical or psychological conditions that do not allow them to cope with the trip or anyone who, due to the abuse of drugs, hallucinogens, and/or alcohol, poses a danger to other passengers and the safety of the ship. In such cases, the passenger will not be entitled to damages yet will be liable for any damages caused to the ship, all its fittings and equipment, for any delays to its departure, as well as damage to third parties or to the property of third parties.

The embarkation of a pregnant passenger involves their acceptance of risks such as the absence of onboard medical care or specialised medical assistance and facilities suitable for managing any pregnancy-related emergencies, as well as specificity of sea travel, both in reference to any weather conditions in the marine environment and the difficulty of access to external assistance, consequently waiving and exempting Cartour and all its personnel from any liability.

## **Article 8 - Explosive, flammable and hazardous substances**

It is strictly forbidden for passengers to include in their baggage or property, placed in his/her own vehicles aboard, industrial waste or substances that are explosive and/or flammable or otherwise dangerous for the safety of the ship, the cargo or the safety of the other passengers and of the crew members. In the event of a violation of this prohibition, the Captain is authorised to seize or destroy such substances without the passenger being able to claim any compensation. In addition, the passenger is responsible for the consequences of violating this prohibition. The transport of flammable, explosive, corrosive and dangerous goods within commercial vehicles is permitted on ships that are authorised for such transport and, subject to the permissibility, in compliance with current regulations.

The driver is obliged to declare to the Company and/or its agents before embarkation, the existence of dangerous goods on board the vehicle and/or inside the container that must be presented for embarkation under the conditions prescribed by law.

The transport referred to in this article must, in any case, be submitted to the Company and the agent at the port of embarkation at least three working days prior. The motor vehicle owner is liable for damages and any problems that may result to the company and/or third parties from the untruthful or incorrect declarations regarding the quality of the transported goods. Embarkation is granted within the limits of the applicable law concerning this matter and must be expressly authorised in writing by the ship's Captain that may arrange for the positioning of the vehicles and/or containers on the open deck.

To this end, the Consignor pre-emptively and expressly accepts the positioning of the vehicles on the open deck.

In the case of failure to provide notification, the Consignor shall be completely liable for any and all consequences resulting from such omission from the Company and third parties, in civil, criminal and administrative contexts.

## **Article 9 - Accommodation**



The passenger must occupy the place indicated on their ticket or, failing this, that assigned by the Captain or the Commissioner on board. The Company has the right to assign a place to the passenger that is different to that indicated on their ticket, whereby this meets specific technical requirements. If the assigned place is of a superior type, no price difference is required.

## **Article 10 - Weapons**

At the time of embarkation, the passenger is obliged to hand over to the Captain all melee weapons and/or firearms in his or her possession, if transport is permitted.

In the case of non-compliance, the offenders are subject to the confiscation of weapons and referral to the competent judicial Authority.

## **Article 11 - Applicable law and jurisdiction**

The transport contract for passengers, their baggage and vehicles to be followed is governed by and interpreted in accordance with Italian law.

## **Article 12 - Referral**

For anything else not covered by these transport conditions, that laid out in the Navigation Code, EU Regulation 1177/2010 and other applicable laws prevails.

## **Article 13 - Protection of Personal Data**

The Company, as Data Controller, undertakes to process the personal data, of which it becomes aware for the purposes and within the scope of the execution of the contract, in accordance with EU Regulation 2016/679.

The personal data provided by the passenger will be processed for purposes strictly related to the management of the contractual relationship and the provision of services, including by means of computer systems, suitable to guarantee its security and confidentiality; all as specifically reported by the Company in the privacy policy published on the website [www.carontetourist.it](http://www.carontetourist.it).

## **Article 14 - Complaints (pursuant to Article 25 of the EU Regulation No 1177/2010)**

On board the Company's ships there is a summary of the provisions of Regulation (EU) No 1177/2010.

### **How to submit complaints**

To submit any complaints pursuant to Article 25 of Regulation (EU) No 1177/2010, the following channels can be used:

1. Through the website at <https://web.carontetourist.it/reclamo>
2. by email to the addresses given below;
3. by registered letter to the addresses given below.

**Caronte & Tourist Isole Minori S.p.A.**, Via Ing. Giuseppe Franza, 82, 98124 Messina, Italy  
- [reclami@carontetourist.it](mailto:reclami@carontetourist.it)

### **Languages**

The complaint can be submitted in either Italian or English. The Company ensures the response in the same language used by the customer. Complaint form

Customers can submit complaints using a form available:

- in printable format, on the website, at <https://web.carontetourist.it/reclamo>;
- at the ticket offices;
- on board the company ships.

If the form above is not used, the complaint must contain the following minimum information given below:

1. **customer identification data** (name, surname, address) and any representative, in this case, attaching the representative and an identity document of the customer;
2. **the identification data of the trip made** (date, time of departure, origin and destination) and of the transport contract (booking code or ticket number);
3. **a description of the complaint**, with respect to one or more requirements defined by European or national legislation, by the general transport terms and conditions, or by the customer service charter.

### **Terms**

Pursuant to Article 24 of Regulation (EU) 1177/2010, the complaint must be sent within 2 (two) months of the date on which the service was provided or should have been provided. Within 1 (one) month of receiving the complaint, the Company shall notify the customer that the complaint has been accepted, rejected, or is still under investigation. The final decision must be made within two months of the complaint being received.

### **No response**

If the company fails to respond within the above deadlines, the customer can:

1. make use of the conciliation service at the Messina Chamber of Commerce;
2. If 60 (sixty) days have passed since the complained was submitted, recourse can be made to the Transport Regulation Authority, through the online submission of complaints system (SiTe) available on the Authority's website, or using the form, which should be sent by registered mail to the address in via Nizza No 230, 10126 – Turin, or:
  - by email to [art@autorita-trasporti.it](mailto:art@autorita-trasporti.it);
  - by certified email to [pec@autorita-trasporti.it](mailto:pec@autorita-trasporti.it).

### **Automatic compensation**

The customer has the right to receive an automatic compensation, commensurate with the price of the ticket, referable to a transport service, not less than:

- 10%, for a response provided between the 61st (sixty-first) and 90th (ninetieth) day from the receipt of the complaint;
- 20% in the case of a response not provided within the 90th (ninetieth) day of the receipt of the complaint.

### **The compensation is not due in cases where:**

- the amount is less than 6 euros;
- the complaint was not sent by the customer in the manner set out in this document, with the required minimum information and timescales;
- the customer has already been paid compensation, as referred to in the previous points, relating to a complaint concerning the same trip.

## **Article 15 - Animals**

Unless otherwise stipulated by law, the transport of dogs, cats and other small animals is allowed, accompanied by passengers. Passengers are responsible for any damage caused to things or persons by their pets.

In addition, the transport of pets accompanying passengers is regulated by the sanitary provisions dictated by the competent authorities.

The passenger is obligated to free the Company from any responsibility and costs that may arise in this regard as a consequence of or due to failure to comply with the aforementioned regulations and existing laws. The Company shall not be held accountable for any injuries that the pets may suffer, if the causation arises from a cause not attributable thereto.

The Company declines any responsibility for the seizure or removal of animals by the Health Authorities at the port of embarkation/disembarkation, as well as for the injury, loss or death of the animals during transport or during embarkation and/or disembarkation.

The transport of small pets is allowed, unless otherwise stipulated by law, provided that they are registered in the dog registry, have a certificate of good health issued by the veterinarian and all the necessary vaccinations, where appropriate, and provided that the related ticket has been purchased, if payment for the transport of the animal is foreseen from the Company's price list.

The embarkation of larger-sized pets are subject to the final discretion of the Company. Dogs must be equipped with a muzzle and a leash during the entire duration of the trip.

In accordance with hygiene and health regulations, when pets are accepted by the Company, they must travel in the premises reserved for them (where the watercraft is provided), and passengers are absolutely prohibited from keeping them inside the cabins and/or in the ship lounges (except when the pet cabin service is available). Exceptions to the aforementioned rules are guide dogs accompanying blind passengers.

In any event, the transport of all pets (small or otherwise) is always at the sole risk of the passenger and/or their owner and their admission on board by the Captain does not constitute any liability on the part of the ship or the Company.

## **Article 16 - Persons with reduced mobility**

Persons with Reduced Mobility (PRM) means people who have particular difficulties in using public transport, including the elderly, people with disabilities, people with sensory impairments and those who use a wheelchair, pregnant women and those accompanying young children.

The Company provides its transport service to people with disabilities and reduced mobility under the same conditions as all other passengers.

The request for assistance must be communicated to the Company, before purchasing the ticket, by calling the Customer Service of the C&T Group (+39.090.57.37) or by emailing [servizioclienti@carontetourist.it](mailto:servizioclienti@carontetourist.it).

According to the conditions described above, Persons with Reduced Mobility (PRM) can request assistance at least 48 (forty-eight) hours before the desired departure (with the exception of services from Porto Empedocle to the Pelagie Islands, where the request can be received 24 (twenty-four) hours before the desired departure), including:

- At a ticket office (<https://carontetourist.it/en/siremar/travel-informations/ticket-offices>),

- During the online purchase process using the dedicated feature. In this case, Customer Service will contact the customer to get the information they need so they can provide the service.

You must observe these instructions to ensure adequate embarkation assistance and the best accommodation on board at no additional cost.

For any other type of assistance, they must also electronically inform the Company or operator of the terminal at least 48 (forty-eight) hours prior and be present at a designated meeting point at least 30 (thirty) minutes prior to departure.

Pursuant to EU Regulation 1177/2010, it is the responsibility of the PRMs to report in writing, before the purchase of the ticket and at least 48 (forty-eight) hours before the desired departure (with the exception of services from Porto Empedocle to the Pelagie Islands, where the request can be received 24 (twenty-four) hours before the desired departure), their specific needs for accommodation, seating, services requested or need to transport medical devices.

As provided for in Circular 10/SM, the dedicated seats for PRMs are proportionate to the total number of transportable passengers. The expected regulatory proportion is as follows:

For every one hundred passengers, or group, that the ship can carry, at least one seat must be for a wheelchair, which is to be arranged safely so that the passenger in a wheelchair can travel seated next to the other passengers;

For every one hundred seats available on board the ship, or group, at least four must be dedicated to disabled passengers.

In the event of failure to notify the operator of their needs, the seats and parking spaces for PRMs may be occupied by other passengers on board.

In accordance with Article 8 of Regulation EU/1177/2010, the Company may refuse to accept a booking, to issue a ticket or to let a person to embark who is disabled or has reduced mobility for the purpose of complying with applicable safety requirements established by international, European or national law or for the purpose of compliance with the safety obligations established by the competent Authorities, or where the design of the port renders it impossible to embark, disembark or travel in safe conditions. In such a case, the Company shall inform the person who is disabled or has reduced mobility and will refund the ticket issued.

The ships, where provided and in relation to the type of service provided, in accordance with current regulations, are equipped with a limited number of disabled cabins.

The craft are equipped so that PRMs can be guaranteed full integration with all services intended for passengers as well as the possibility of carrying out embarking and disembarking operations easily, safely and possibly autonomously.

The craft have the specific minimum requirements required for access and stay on board without discrimination in the Technical Specifications and, in any case, the onboard equipment for access and stay on the ship of the PRMs comply with the technical principles and the regulations on the subject (Italian Legislative Decree 45/2000 and subsequent amendments, PRM Guidelines issued with the Circular of the General Directorate for navigation and maritime and internal transport No 10/SM Ref 151 of 04/01/07 and subsequent amendments; EU Regulation 1177/2010).

In regards to the minimum characteristics of the boats with reference to the equipment for People with Reduced Mobility as well as compliance with the minimum quality conditions (MQC) of maritime coastal shipping services identified by EU Regulation 1177/2010, the Ferry Company is prohibited on the grounds of disability or reduced mobility from:

- not accepting a booking or issuing a ticket
- not letting a person with a disability or reduced mobility embark, provided that the person concerned has a valid ticket or booking.

Bookings and tickets shall be offered to disabled persons and persons with reduced mobility at no additional cost.

In the Agreements and/or Contracts in place with the Public Administration, in the event of the departure, transit or arrival of a person with a disability or reduced mobility in a port, the Ferry Company is required to provide the interested party with the assistance referred to in Annex 1 to these transport conditions (already contained in Annex 7 to the contract scheme), containing "PRM Assistance and Training", to embark on the departing service or disembark from the incoming service for which they have purchased a ticket.

In the Agreements and/or Contracts in place with the Public Administration, on board the ships the Ferry Company provides the assistance provided for in Annex 1 mentioned free of charge to people with disabilities or reduced mobility.

- a. The Ferry Company is also obliged to cooperate with the Port Management Entities in order to provide specific support to people with disabilities or reduced mobility as follows:
- b. the Ferry Company takes all the necessary measures to receive notifications regarding the assistance requested by people with disabilities or reduced mobility. This obligation shall apply at all points of sale, including sale by telephone and via the Internet;
- c. if notifications are not made in accordance with point (a), the Ferry Company shall make every effort to ensure that the assistance is provided in such a way that the person with a disability or reduced mobility can embark on the departing service or disembark from the incoming service for which they have purchased a ticket;
- d. the assistance is provided on the condition that the person with a disability or reduced mobility shows up at the designated point at least 30 (thirty) minutes before the published departure time;
- e. if a person with a disability or reduced mobility needs a service animal, that animal shall be accommodated on the condition that the Ferry Company is notified, including through its sales network, in accordance with the applicable rules on the transport of approved service animals on board passenger ships.

To this end, in the event of Agreements and/or Contracts in place with the Public Administration, the training sessions provide for an information form within six months of the signing of the Contract or, in the case of new employees, within six months of being hired.

In the event that the wheelchairs, other mobility equipment or parts thereof are lost or damaged during handling in the port or transport on board the ships, the passenger to whom they belong is compensated by the Ferry Company, which will endeavour to provide, where possible, timely replacement equipment.

For anything not provided for in this article, please refer to the PRM Guidelines issued with the Circular of the General Directorate for navigation and maritime and internal transport No 10/SM Ref 151 of 04/01/07 and subsequent amendments, as well as EU Regulation (1177/2010) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways and Italian Legislative Decree 29 July 2015, No 129 "Rules on penalties for violations of the provisions of EU Regulation (1177/2010)(EC) amending Regulation (EC) No 2006/2004 on the rights of passengers travelling by sea and inland waterways", which can be viewed on the carontetourist.it website.

## **Article 17 - Carrier's Liability - Deductible**

The Carrier's liability for loss and/or damage to property and/or persons is governed by the Navigation Code or EU Regulation No 392/2002, if applicable, depending on the classification of the ship pursuant to Directive 98/18/EC.

The Company is not liable for any loss and/or damage to vehicles and/or containers or to goods/merchandise contained therein, which may occur before and during boarding, aboard the ship, during the passage (except in the sole case of gross negligence by the Company), as well as during or after disembarking.

Without prejudice to that stated above, the passenger must bring any damage to vehicles or the occurrence of any other damaging event during the transportation to the attention of the ship's Captain or to the agents and/or the Officers on board – at the risk of forfeiture – prior to disembarking.

To this end, the passenger must lodge a complaint with one of the officers on board, who shall supply the appropriate form, which must be signed by the passenger.

In the event of an accident on board, the passenger must in any case immediately report the incident to the Captain who, if necessary, will draw up a report to start the appropriate insurance procedure.

Otherwise, and therefore in the absence of a report from the on duty Captain, the Company cannot accept any complaints regarding claims on board ships and/or within the areas under its jurisdiction.

For baggage and items not delivered by the passenger to the Company, the latter is not responsible for the loss and/or damage, unless the passenger proves that they were caused in a way attributable to the Company itself.

The Company shall not be liable for damages and/or breakdowns attributable to acts or omissions of third parties.

Subject to all applicable laws, the liability of the Company is in any case subject to a deductible of 330 units of currency in the event of damage to a vehicle and a deductible of 149 units of currency (per passenger) in the event of loss or damages to other items of baggage.

## **Article 18 - Baggage**

All valuables, jewellery, cash, credit cards, traveller's cheques, etc., may be deposited in the appropriate security boxes on the ship or, in their absence, delivered in a close and sealed envelope to the Purser on board, who shall issue a receipt for this envelope without checking its contents.

In any event, it is agreed that, even for baggage and items not delivered to the Company, the latter's liability is limited as per the law.

No claim for compensation, loss or other damage suffered with regards to baggage will be allowed if the state of the same is not acknowledged upon arrival, in discussions with the Captain and does not prove to be legitimately reported.

The personal effects that, for the personal use of the passenger, are ordinarily carried in suitcases, travel bags, boxes and the like, are considered and allowed as baggage. If baggage items of a different nature are included, the passenger must double the fare price for the transport of these items, besides compensation for damages.

Sample products of business travellers up to a limit of 20 kg are also allowed as baggage. The Company shall not be liable for any theft of any items and/or baggage left unattended. As regards the liability of the Company, the rules laid down in Article 411 and 412 of the Navigation Code apply.

It is specified that exclusively in the context of connections with the smaller Sicilian islands, each passenger has the right to carry 20 kilogrammes of hand baggage free of charge.

Passengers under 12 years of age and paying half the fare are granted half of the deductible, or 10 kg.

## **Article 19 - Passenger information**

In compliance with the Ministerial Decree of 13 October 1999 on the transposition of the EEC Directive 98/41 of 18 June 1998 and the rules on the application of the ISPS Code on anti-terrorism regulations, where this is in force, all passengers are required to communicate at the time of booking and, at the time of purchasing the ticket, their personal details, being surname, first name or initial of the same, gender, age category (newborn, child, under 18 and above 14 years of age, adult), place and date of birth and a telephone number.

## **Article 20 - Liability**

The Captain is a judicial police officer and, in this capacity, exercises the powers referred to in Articles 221 et seq. of the Italian Code of Criminal Procedure, in the event that crimes are committed on board while sailing and exercises their authority over all persons on board (crew and passengers). They have disciplinary and policing powers for maritime security. The passenger, from the time of embarkation and disembarkation, must comply with the orders of the Captain. Moreover, their behaviour must prove to be in accordance with common diligence and prudence, monitoring the safety and integrity of themselves, of the people and animals that are in their custody, and of the safety of their personal belongings, and that so required by the weather and sea conditions during the trip.

In the event of an emergency, passengers must make themselves available to the Captain and Officers and must strictly carry out the orders and instructions that they will receive.

In accordance with existing anti-terrorism regulations (ISPS), passengers may at any time be subject to baggage inspection and/or requested to show identification to the ship's Officers. All passengers must comply with the regulations and requirements of the Maritime, Port, Customs, Health and Public Safety Authorities. They are responsible for any violations with regards to the competent Authorities and the Company itself. The Company has the right to

refund them for all damages, expenses, fines, penalties, administrative sanctions and any other kind of dues that may result from the abovementioned violations.

### **Vehicle and Cargo Liability**

The passenger, the driver or the person responsible for the cargo must arrange, under their own care, expense and risk, to accommodate the cargo, to the vehicle or to the container, to the closing, covering and sealing of the vehicle itself and/or container. Therefore, the passenger, the driver or the person responsible for the cargo remains liable together with the owner of the cargo and the Consignor/Sender (if different from the driver) for damages to the company and third parties resulting from the failure to comply with these requirements.

Under no circumstances is the Company liable for loss and/or damage to the cargo and/or the vehicle/container resulting from lack or inadequacy or insufficiency of the mounting, closure or coverage, as well as the overloading of the vehicle/container, with overloaded vehicles and containers travelling at the sole risk and danger of the Consignor, and are subject to a supplementary freight charge at current prices.

The vehicle, including any trailer and/or caravan, with what is contained therein, in the absence of a specific written declaration from the passenger, the driver or the person responsible for the cargo, is understood to be accepted by the Company, without a declaration of value: therefore, the Company's liability for loss and/or damage to the vehicle, without prejudice to the exemptions and deductibles referred to in Article 17, cannot exceed the legal limit.

it is compulsory to arrive at the vehicle loading area with the cargo arranged and properly secured on the vehicles themselves with the diligence and prerequisites required by the type of goods and the characteristics of the vehicle, all according to suitable criteria for sea transport;

The passenger, the driver or the person responsible for the cargo is solely responsible for any damage to his or her vehicle, the goods and baggage contained therein, to his or her own person, as well as to the persons present in the vehicle.

The passenger, the driver or the person responsible for the cargo is solely responsible for any damage caused to third parties, their vehicles, goods and baggage.

The passenger, the driver or the person responsible for the cargo must show, at the time of presentation of the vehicles and containers, the transport document issued by the Company or its Agents, their own identification document, as well as all other documents required for transport, including customs documents.

The Company is not responsible for any missing baggage and/or personal items inside the vehicle.

The Company is not responsible for loss and/or damage arising from any other cause and/or determined to the vehicles or containers indicated herein and/or the goods there contained, by any other vehicle or container embarked on the same ship. It is understood that, in the event of a collapse of the cargo, the costs of reinstatement and any other necessary acts, shall be borne by the person responsible for the delivery, even if anticipated by the Company for reasons of safety.

The acceptance of embarkation by the ship's Captain does not imply any recognition of the accuracy and veracity of declarations made by the Consignors in the transport documents nor



of the existence of the conditions set out in this document, with the consequent exclusion of any responsibility of the ship's Captain and for the Company, even against third parties, in relation to the declarations of the Consignors, the requirements of the vehicles and/or containers and the arrangement of the cargo.

The Consignor is, in any case, responsible for all damage to the ship and to third parties resulting from non-compliance with the above obligations referred to in this Article.

If the Consignee or Driver of the vehicles or containers who appears at the loading area is a person other than the Consignor indicated on the shipment document, the above Consignee or Driver shall sign the transport contract in the name and on behalf of the Consignor, as the authorised representative of the same.

### **Cargo delivery and storage**

Upon arrival of the ship, the return of the vehicles and/or containers is effected subject to the presentation to the Company of the transport document (Interchange), which is duly signed for receipt.

The driver and/or receivers must promptly remove their vehicles and/or containers at the time in which the ship is ready for disembarking operations.

At the time of arrival, if the vehicles and/or containers have not been removed in a timely manner, the Company will always, at the expense, risk and responsibility of the Consignor and Receiver, move the vehicle and/or container on land and return it only after a refund for all expenses incurred for transport, unloading and disembarking operations.

In the event that, for any reason, the vehicles and/or containers cannot be returned to the Consignor and/or Receiver, the vehicles and/or containers may remain parked unattended at the risk of the Consignor and/or Receiver. The Company shall not be liable for damages and/or missing items with relation to the vehicles and/or containers and to the goods loaded and/or contained therein.

Delivery of vehicles and/or containers and their cargo must be effected (under specific contractual derogation - pursuant to Article 424 of the Italian Navigation Code) - for the carrier under the liability law referred to in Article 422 of the Italian Navigation Code, from the outset of the unloading operations, even if carried out by means of onboard equipment. With reference to Milazzo/Aeolian Islands/Naples transport and vice versa, in the event that the vehicle is not collected promptly from the recipient at the port of disembarkation, the Company is irrevocably instructed and authorised by the Shipper/Sender, also pursuant to Article 450 of the Italian Navigation Code., to transport (at the sole risk and expense of the Consignor/Sender) the vehicle to the port of departure/origin of the trip (Milazzo) and to entrust it for delivery to an external company that will take care of its custody outside the port area and that will charge the Consignor/Sender/Receiver prices according to their own list.

## **Article 21 - General damage**

The general average is governed by the York-Antwerp Rules of 1950/1974. Before receiving the goods, the receivers must sign the "Lloyd's Average Bond", as well as carry out, as a provisional filing, the payment of the share that the Ferry Company determines to guarantee the definitive contribution and as a condition for the collection of the goods. The deposits referred to in section XXII of the above rules must be effectuated in Messina, into a special

account designated jointly by two trustees, namely the Ferry Company and a representative chosen by the persons involved with the cargo, at a bank of choice between the Ferry Company and the said representative of the persons concerned with the cargo. For this purpose, in the various ports of unloading the goods, the deposits are collected by the agents of the Ferry Company, who will send them immediately to Messina. The rule of general average takes effect, amicably, in Messina no matter what the destination of the goods loaded and is compiled by a liquidator whose appointment is reserved to the Ferry Company. The Trustees renounce any opposition and are obliged to pay the contribution which, on the basis of the value of the goods loaded, is definitively determined in the general average rule.

## **Article 22 - Prohibitions**

On board the company ships it is absolutely forbidden to:

- uphold behaviours or attitudes that are or may be causing disturbance or harassment to other passengers;
- exercise the profession of seller, singer, player and similar on board and offer services or accompaniment to passengers without having received specific authorisation from the Company;
- use their own accommodation on board by modifying its specific purpose;
- smoke in the internal areas of the ship;
- open and close the portholes and windows, and tamper with furniture and equipment on board, for which passengers must exclusively refer to the ship's personnel;
- transport letters and parcels subject to postal charges;
- throw objects of any kind into the sea.

## **Article 23 - Rules**

The rights deriving from the transport contract for passengers and baggage are prescribed by the terms of Article 418 of the Navigation Code.

In any case, without prejudice to the terms outlined in the preceding point of this Article, a passenger who is liable for damages to his/her own person arising from occurrences from the time of embarkation until he/she has completed the disembarkation, must still be reported to the Captain prior to the completion of the disembarkation.