



SERVICE CHARTER

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1. PRESENTATION OF THE CHARTER

1.1 Normative References

- Prime Minister's Directive of 27 January 1994 “on the principles of the delivery of public services”;
- Prime Minister's Directive of 30 December 1998 "general references for the preparation of the public sector transport services charter”;
- Regional Law n. 42 of 31 July 1998 “Regulations for local public transport”, which at article 26 stipulates that public transport service operators are required to adopt the transport services charter on the basis of the guidelines adopted by the Regional Council;
- Regional Council Resolution n. 55 of 26 March 2002 and subsequent amendments.
- EU Regulation 1177/2010 in relation to the passengers rights that travel at sea and inland waterways.

1.2 Principles guiding the charter

- *Equality and impartiality*
 - ◇ The Company ensures accessibility to services and facilities to all citizens, without distinction of nationality, gender, race, language, religion, political views, wealth, social and psychophysical conditions.
- *Continuity*
 - ◇ The Company ensures the delivery of continuous and regular service, according to the published timetable.
 - ◇ The Company guarantees prior and timely information of every programmed variation of the timetable, through the publication of updates, notices posted on the website, and at the port ticket offices.
 - ◇ If necessary, the company is committed to enabling all the possible alternative options for the replacement of the service.
 - ◇ In the event of a strike, the company agrees to give prompt notice, ensuring the performance of “minimum services” explicitly indicated in the timetable, in compliance with current legislation on strikes.
- *Transparency and participation*
 - ◇ The Company will provide to its customers information of the terms and procedures outlined in this charter.
 - ◇ The Company is committed to establishing customer relations offices.
 - ◇ The Company is committed to evaluating reports, proposals and suggestions received from customers and to make contact with Consumer Associations, as they are essential in order to determine the Company's policy for market orientation. The company is committed to upgrading the service charter, acknowledging the results achieved in fulfilling the commitment, as outlined in this charter.
- *Efficiency and Effectiveness*
 - ◇ The Company is committed to providing services in compliance with the standards assumed with this charter, including meeting the improvement targets outlined in this charter.
 - ◇ The Company is committed to collecting and analysing economic and operational data, adopting business plans aimed at continuous improvement of efficiency and effectiveness in the production and delivery of the service.

1.3 Purpose of the Charter

The charter constitutes for its passengers

- An instrument of knowledge, as it:
 - ◇ provides information on the regional public transport system, on the structure and the organization of the Company, on services offered and on how to provide the same, on commercial offerings, on travel conditions, on the way in which the customers can relate to the company, on quality levels of provision of services, on corporate projects of service improvement, on actions for environmental protection, on editing and distribution of the charter;
 - ◇ ensures a system for monitoring the quality of the service provided;
 - ◇ guarantees publication, updating and distribution of the charter, with particular reference to the results of quality monitoring in relation to the commitments and the achievement of planned objectives.
- An instrument of participation, as it:
 - ◇ provides its customers with the Customer Relations Office, which represents an institutional channel of communication between the company and customers;
 - ◇ ensures the monitoring of the quality of service as perceived by customers.
- An instrument of protection, as it:
 - ◇ guarantees answers to those who have presented requests, reports, proposals or suggestions;
 - ◇ establishes and ensures the application of the procedure for complaints, to be activated in case of violations by the Company of customer rights in cases of non-fulfilment of the commitments undertaken with the present charter.

1.4 List of Consumer Associations

- **ACU TOSCANA**
ASSOCIAZIONE CONSUMATORI UTENTI
via Carriona, 44
54033 - Carrara
tel. 0585.72110 - 091548
- **ADICONSUM TOSCANA (CONSUMER RIGHTS ASSOCIATION, TUSCANY)**
via Carlo Del Prete, 135
50127 - Firenze
tel. 055.3269042
- **ADOC TOSCANA ONLUS**
via Corcos, 15
50142 - Firenze
tel. 055.7325586
- **ADUSBEF TOSCANA**
via Montebello, 76
50123 - Firenze
tel. 055.361935
- **CITTADINANZATTIVA TOSCANA ONLUS (ACTIVE CITIZENSHIP TUSCANY NPO)**
via degli Asili, 35
57126 – Livorno
tel. 0586.829553
- **CODACONS TOSCANA (ASSOCIATION FOR THE PROTECTION OF CONSUMER RIGHTS, TUSCANY)**
via P. Francavilla, 14/E
50142 – Firenze
tel. 055.7398841
- **AECI TOSCANA**
ASSOCIAZIONE EUROPEA CONSUMATORI
INDIPENDENTI
via R.Sanzio, 5
50053 – Empoli (Fi)
tel. 0571.700045
- **CONFCONSUMATORI (CONFEDERATION OF CONSUMER SOCIETIES)**
via Ronchi, 24
58100 - Grosseto
tel. 0564.418276
- **FEDERCONSUMATORI ED UTENTI TOSCANA (FEDERATION OF CONSUMERS AND USERS, TUSCANY)**
via A. Tavanti, 3
50134 - Firenze
tel. 055.217195
- **LEGA CONSUMATORI TOSCANA (CONSUMERS LEAGUE, TUSCANY)**
via F. da Buti, 20
56125 - Pisa
tel. 327.6722188
- **MOVIMENTO CONSUMATORI TOSCANA (CONSUMERS' MOVEMENT, TUSCANY)**
via Sant'Omobono 1/B
57123 - Livorno
tel. 0586.219158
- **MOVIMENTO DIFESA DEL CITTADINO (MOVEMENT FOR THE PROTECTION OF CITIZENS' RIGHTS)**
via Puccini, 42
51100 - Pistoia
tel. 0573.26682
- **UNIONE NAZIONALE CONSUMATORI (NATIONAL CONSUMERS' UNION)**
via P.A. Mattioli, 8/A
53100 - Siena
tel. 0577.286600

2. REGIONAL SYSTEM OF LOCAL PUBLIC TRANSPORT SERVICES

2.1 Public local passenger transport system

<i>RAIL</i>	23,822,430 KM
<i>RAIL NETWORK</i>	1,563 KM
<i>ROAD</i>	106,361,340 KM
<i>ROAD NETWORK</i>	24,225 KM
<i>SEA</i>	244,446 NM
<i>SEA LINES</i>	206 NM
<i>TRAMWAY</i>	1,234,999 KM
<i>TRAMWAY NETWORK</i>	14,807 KM
<i>ROAD PASSENGERS</i>	
Seats available on average summer weekday	22,673,864
Seats available on average winter week day	26,107,584
Passengers transported per annum	185,190,589
<i>RAIL PASSENGERS</i>	
Seats available on average summer weekday	303,427
Seats available on average winter weekday	317,452
Passengers transported per annum	65,583,944
<i>SEA PASSENGERS</i>	
Seats available on average summer weekday	39,658
Seats available on average winter week day	25,608
Passengers transported per annum	1,405,769
<i>TRAMWAY PASSENGERS</i>	
Seats available on average summer weekday	
- seats-km/day	962,336
- seats-trip/day	127,840
Seats available on average winter week day	
- seats-km/day	1,062,704
- seats-trip/day	144,160
Passengers transported	12,831,489

ROAD PASSENGERS

Sector

- Administration:	546
- Maintenance:	488
- On-board:	4,388
Total:	5,422

RAIL PERSONNEL:

Sector

- Administration:	68
- Maintenance:	342
- On-board:	1,363
Total:	1,773

- SEA PERSONNEL

Sector

- Administration:	21
- Seafarers:	220
Total:	241

TRAMWAY PERSONNEL

Sector

- Administration:	6
- Maintenance:	16
- On-board:	63
Total:	85

MANAGING COMPANIES: 16

Payments from the Region of Tuscany	– RAIL	256,740,403	incl. VAT
Payments from the Region of Tuscany	– RAIL	910,452	excl. VAT
Payments from the Region of Tuscany	– ROAD	205,700,000	excl. VAT
Payments from local bodies	– ROAD	45,173,840	incl. VAT
Payments from the Region of Tuscany	– SEA	15,056,650	incl. VAT
Payments from Region of Tuscany	– TRAMWAY	6,394,500	excl. VAT

POPULATION OF TUSCANY 3,750,511 AS AT 1/1/2015

2.2 Operators

The services detailed in the figure on page 8 are operated by:

operator	address	tel – fax – email	CRO – Customer Relations Office	free phone	Website
CTT Nord – Massa Carrara	Via G. Pietro, 2 54033 Carrara (Ms)	Tel. 0585.85211 Fax 0585.857277	Tel. 0585.852134 Fax 0585.857277 info@atnslr.it	800 223 010	www.atnslr.it
VAIBUS	Viale Luporini, 895 55100 – Lucca	Tel. 0583.5411 Fax. 0583.541240	800 602 525 Fax 0583.541240 urp@vaibus.it	800 602 525	www.lucca.cttnord.it
CPT	Via Bellatalla, 1 56121 – Pisa	Tel. 050.884111 Fax. 050.884284	Tel. 050.500717 puntocpt@cpt.pisa.it Call Center 199 120 150		www.cpt.pisa.it
CTT Nord - Livorno	Via C.Meyer, 59 57127 – Livorno	Tel. 0586.847225 Fax. 0586.847256	Tel. 0586.847412 Fax 0586.847406 urp_li@cttcompany.it	800 317 709	www.livorno.cttnord.it
TIEMME spa Piombino	Via L. Da Vinci, 13 57025 – Piombino (Li)	Tel. 0565.260111 Fax. 0565.34388	800 922 984 199 168 182 from Italian mobile Fax 0565.34388 urp.piombino@tiemmespa.it	800 922 984 from landline	www.tiemmespa.it
TIEMME spa Grosseto	Via Topazio, 12 58100 – Grosseto	Tel. 0564.475111 Fax. 0564.456754	800 922 984 199 168 182 from Italian mobile Fax 0564.456754	800 922 984 da rete fissa	www.tiemmespa.it
BLUBUS scarl	Via F.Pacini, 47 51100 – Pistoia	Tel. 0573.3630 Fax 0573.364266	Tel. 0573.363243 Tel. 848 800 730 Fax 0573.364266 info@blubus.it		www.blubus.it
Postal code	Piazza Duomo, 18 59100 – Prato	Tel. 0574.6081 Fax 0574.21038	Prato: Tel. 0574.608256 Fax 0574.21038 puntocap-po@capautolinee.it Firenze: Tel. 055.214637 Fax 055.292319 puntocap-fi@capautolinee.it		www.capautolinee.it
SIENA MOBILITÀ scarl	S.S. 73 Levante, 23 Loc. Due Ponti 53100 – Siena	Tel. 0577.204111 Fax 0577.223896	800 922 984 199 168 182 from mobile Fax 0577.223896 info@sienamobilita.it	800 922 984 from landline	www.sienamobilita.it
ETRURIA MOBILITÀ scarl	Via G.Monaco, 37 52100 – Arezzo	Tel. 0575.39881 Fax 0575.28414	800 922 984 199 168 182 from mobile Fax 0575.324801 reclami.arezzo@tiemmespa.it	800 922 984 from landline	www.etruriamobilita.it
ATAF & LI-NEA scarl	Via Dei Mille, 115 50131 – Firenze	Tel. 055.56501 Fax 055.5650209	800 424 500 199 104 245 from mobile segreteria@ataf.fi.it	800 424 500 from landline	www.ataf.net
AUTOLINEE MUGELLO VALDISIEVE	Viale dei Cadorna, 105 50129 – Firenze	Tel. 055.47821 Fax 055.4782253	800 373 760 Fax 055.4782279 clienti.firenze@fsbusitalia.it	800 373 760	www.amvbus.it
AUTOLINEE CHIANTI VALDARNO	Viale dei Cadorna, 105 50129 – Firenze	Tel. 055.47821 Fax 055.4782253	800 373 760 Fax 055.4782279 clienti.firenze@fsbusitalia.it	800 373 760	www.acvbus.it
PIÛBUS	Piazza Duomo, 18 59100 – Prato	Tel. 0574.6081 Fax 0574.21038	Tel. 0571.74194 Fax 0574.21038 urp@piubus.it		www.piubus.it
TRENITALIA spa	Viale Spartaco lavagnini, 58 50129 – Firenze	Fax 055.2353953 direzione.toscana@trenitalia.it	892 021 199 892 021 for irregularities: vertenze.drt@trenitalia.it for refunds: rimborsi.drt@trenitalia.it for information about bonuses: bonus.drt@trenitalia.it	800 892 021 free during strikes	www.trenitalia.com
Trasporto Ferroviario Toscano TFT spa	Via G.Monaco, 37 52100 – Arezzo	Tel. 0575.39881 Fax 0575.28414	Ticket-point p.zza Repubblica – Arezzo 800 922 984 199 168 182 from mobile	800 922 984 from landline	www.trasportoferroviariotoscano.it
Toscana Regionale Marittima spa TOREMAR	Piazzale dei Marmi n.12, interno 2 57123 – Livorno	Tel. 0586.224511	199 117 733 callcenter@toremarm.it urp@toremarm.it		www.toremarm.it
GEST spa	Via dell'Unità d'Italia, 10 50018 – Scandicci (Fi)	Tel. 055.7352309 Fax 055.7352203	Tel. 055.7352204 199 229 300 from mobile info@gestramvia.it	800 964 424 from landline	www.gestramvia.com

3. COMPANY'S BACKGROUND

3.1 Legal Structure

MOBY S.p.a. has been awarded the tender, issued by the Region of Tuscany, for the maritime services necessary to provide coverage within the Tuscan archipelago and provides these services through

Toscana Regionale Marittima S.p.A. – Toremarmark

Registered office and operational headquarters – Piazzale dei Marmi 12, Unit 2 – 57123 Livorno

Tel. 0586.224511

Fax 0586.224624

www.toremarmark.it

Call Centre +49-611-14020

of which it is the sole shareholder.

The Board of Directors comprises nine members:

Stelio Montomoli	President
Achille Onorato	Chief Executive Officer
Matteo Savelli	Managing Director
Libero Schiaffino	Managing Director
Leo Di Virgilio	Member of the Board
Marcello Giardini	Member of the Board
Giuseppe Contrani	Member of the Board
Graziella Petucco	Member of the Board
Alessandro Onorato	Member of the Board

3.2 Map of the company's network of public transport services



3.3 Final balance for the 2015 year

AREA SERVICED

Links between the Tuscan archipelago and the mainland, according to the following routes:

A1	Livorno – Isola di Gorgona – Isola di Capraia	87.0 nm	return
A2	Piombino – Portoferraio	27.0 nm	return
A2fast	Piombino – Cavo – Portoferraio	30.2 nm	return
A3	Piombino – Rio Marina (– Isola di Pianosa)	18.4 nm	return
A4	Porto S.Stefano – Giglio Porto	22.0 nm	return
A5	Porto S.Stefano – Isola di Giannutri	22.0 nm	return

Miles travelled	231,196.50
Passengers transported	1,405,769
Vehicles transported	305,648
Commercial vehicles transported	55,229

OPERATING SECTORS OF THE COMPANY AND PERSONNEL INVOLVED

Breakdown of personnel as at 31 December 2015

– ground personnel	21
– on-board personnel	220

3.4 Company Logistics

As of 31 December 2015 the Company was using seven ferries and a hydrofoil to operate its branded services and was present in all ports of departure, via ticket offices handled by representatives.

3.5 Type of Service Offered

The Company offers ferry connections with almost all islands in the Tuscan archipelago, the departure times of which are available on www.toremar.it. For further information, see Article 4.6 "Information Services" of this Charter.

A1	Livorno – Isola di Gorgona – Isola di Capraia 1-2 departures daily
A2	Piombino – Portoferraio 8-17 departures daily
A2fast	Piombino – Cavo – Portoferraio 4-5 departures daily
A3	Piombino – Rio Marina – Isola di Pianosa 3-8 departures daily – once departure weekly to Isola di Pianosa
A4	Porto S.Stefano – Giglio Porto 3-5 departures daily
A5	Porto S.Stefano – Isola di Giannutri 2 departures weekly

4. SALES OFFER

4.1 Transport services offered and methods of use

The Company provides the following maritime connections for the islands of the Tuscan archipelago:

- Livorno – Isola di Gorgona – Isola di Capraia
- Piombino – Portoferraio
- Piombino – Rio Marina – Isola di Pianosa
- Piombino – Cavo – Portoferraio
- Porto S.Stefano – Isola del Giglio
- Porto S.Stefano – Isola di Giannutri

*the stop at Gorgona is at this moment in time suspended.

4.2 Extract from the fare system

Below is an extract from the price list featuring the most frequently purchased fares.

PASSENGERS		Standard fare		port taxes and duties	Landing fee	Total Standard	
		ferry	Hydrofoil			ferry	Hydrofoil
LOW SEASON							
	Livorno - Capraia	12,74		6,27	1,50	20,51	
	Capraia - Livorno	12,74		6,27		19,01	
	Livorno - Gorgona	7,64		5,91		13,55	
	Gorgona - Livorno	7,64		5,91		13,55	
	Gorgona - Capraia	7,64		4,85	1,50	13,99	
	Capraia - Gorgona	7,64		4,85		12,49	
	Piombino - Portoferraio	6,43	11,40	5,85	1,00	13,28	18,25
	Portoferraio - Piombino	6,43	11,40	5,85		12,28	17,25
	Piombino - Cavo		5,82	5,85	1,00		12,67
	Cavo - Piombino		5,82	5,85			11,67
	Portoferraio - Cavo		5,82	5,85			11,67
	Cavo - Portoferraio		5,82	5,85			11,67
	Piombino - Rio Marina	3,88		5,85	1,00	10,73	
	Rio Marina - Piombino	3,88		5,85		9,73	
	Piombino - Pianosa	12,62		6,20	1,00	19,82	
	Pianosa - Piombino	12,62		6,20		18,82	
	Rio Marina - Pianosa	7,64		5,85		13,49	
	Pianosa - Rio Marina	7,64		5,85		13,49	
	P. S.Stefano - Giglio	6,43		4,85	1,50	12,78	
	Giglio - P.S.Stefano	6,43		4,85		11,28	
MID SEASON							
	Livorno - Capraia	12,74		6,27	1,50	20,51	
	Capraia - Livorno	12,74		6,27		19,01	
	Livorno - Gorgona	7,64		5,91		13,55	
	Gorgona - Livorno	7,64		5,91		13,55	
	Gorgona - Capraia	7,64		4,85	1,50	13,99	
	Capraia - Gorgona	7,64		4,85		12,49	
	Piombino - Portoferraio	7,65	11,40	5,85	1,00	14,50	18,25
	Portoferraio - Piombino	7,65	11,40	5,85		13,50	17,25
	Piombino - Cavo		5,82	5,85	1,00		12,67

		5,82	5,85			11,67	
		5,82	5,85			11,67	
		5,82	5,85			11,67	
		4,25	5,85	1,00	11,10		
		4,25	5,85		10,10		
		12,62	6,20	1,00	19,82		
		12,62	6,20		18,82		
		7,64	5,85		13,49		
		7,64	5,85		13,49		
		7,65	4,85	1,50	14,00		
		7,65	4,85		12,50		
HIGH SEASON							
		12,74	6,27	1,50	20,51		
		12,74	6,27		19,01		
		7,64	5,91		13,55		
		7,64	5,91		13,55		
		7,64	4,85	1,50	13,99		
		7,64	4,85		12,49		
		9,18	12,08	5,85	1,00	16,03	18,93
		9,18	12,08	5,85		15,03	17,93
			6,27	5,85	1,00		13,12
			6,27	5,85			12,12
			6,27	5,85			12,12
			6,27	5,85			12,12
		4,63	5,85	1,00	11,48		
		4,63	5,85		10,48		
		13,36	6,20	1,00	20,56		
		13,36	6,20		19,56		
		8,17	5,85		14,02		
		8,17	5,85		14,02		
		8,17	4,85	1,50	14,52		
		8,17	4,85		13,02		

Purchases made prior to the day of departure incur a 10% booking fee.

VEHICLE (ACCOMPANIED)	Standard fare			port taxes and duties	Landing fee	Total Standard		
	low	mid	high			low	mid	high
Vehicle								
Livorno - Capraia	30,16			10,62		40,78		
Capraia - Livorno	30,16			10,62		40,78		
Piombino - Portoferraio	23,21			10,58		33,79		
Portoferraio - Piombino	23,21			10,58		33,79		
Piombino - Rio Marina	23,20			10,58		33,78		
Rio Marina - Piombino	23,20			10,58		33,78		
Vehicle (First Class)								
Livorno - Capraia		51,80	51,80	10,62			62,42	62,42
Capraia - Livorno		51,80	51,80	10,62			62,42	62,42
Piombino - Portoferraio		38,47	40,44	10,58			49,05	51,02
Portoferraio - Piombino		38,47	40,44	10,58			49,05	51,02
Piombino - Rio Marina		36,02	37,89	10,58			46,60	48,47
Rio Marina - Piombino		36,02	37,89	10,58			46,60	48,47
Piombino - Pianosa	38,01	42,26	44,38	10,58		48,59	52,84	54,96
Pianosa - Piombino	38,01	42,26	44,38	10,58		48,59	52,84	54,96
Rio Marina - Pianosa	38,01	42,26	44,38	10,58		48,59	52,84	54,96
Pianosa - Rio Marina	38,01	42,26	44,38	10,58		48,59	52,84	54,96
P. S.Stefano - Giglio	30,84	36,02	37,89	8,76		39,60	44,78	46,65
Giglio - P.S.Stefano	30,84	36,02	37,89	8,76		39,60	44,78	46,65
Vehicle (Second Class)								
Livorno - Capraia		72,60	72,60	10,62			83,22	83,22
Capraia - Livorno		72,60	72,60	10,62			83,22	83,22
Piombino - Portoferraio		44,83	47,06	10,58			55,41	57,64
Portoferraio - Piombino		44,83	47,06	10,58			55,41	57,64
Piombino - Rio Marina		42,26	44,38	10,58			52,84	54,96
Rio Marina - Piombino		42,26	44,38	10,58			52,84	54,96
Piombino - Pianosa	55,39	61,23	64,14	10,58		65,97	71,81	74,72
Pianosa - Piombino	55,39	61,23	64,14	10,58		65,97	71,81	74,72
Rio Marina - Pianosa	55,39	61,23	64,14	10,58		65,97	71,81	74,72
Pianosa - Rio Marina	55,39	61,23	64,14	10,58		65,97	71,81	74,72
P. S.Stefano - Giglio	41,83	48,63	51,03	8,76		50,59	57,39	59,79
Giglio - P.S.Stefano	41,83	48,63	51,03	8,76		50,59	57,39	59,79

Purchases made prior to the day of departure incur a 10% booking fee.

If the car, including add-ons, exceeds 180 cm in height a different fare will be applicable.

Personalized quotations may be obtained through the sales network.

4.3 Purchase of travel tickets

The Company commercializes its transport services through multiple sales channels. Tickets may be purchased by the people directly:

- From the www.toremar.it website;
- at the ticket offices in the ports of embarkations referred to in Article 4.6 "Information Services" provide services to the public during hours determined by the maritime activities and are open at least 30 minutes prior to the departure time;
- in the numerous travel agencies authorized to sell Toremar tickets throughout Italy;
- from the call Centre number +49-611-14020, in accordance with the procedures and costs communicated at the beginning of the call;
- on-board the ferries, with notice to be given to the on-board personnel when boarding, by paying an additional fee of €5.04.

4.4 Transportation of luggage

Each passenger is entitled to take 20 kg gross of hand luggage free of charge when travelling on ferries and 10 kg when travelling on high-speed vessels.

Minors travelling at half fare are entitled to half the luggage allowance. In other words 10 kg on ships and 5 kg on high-speed vessels.

Permitted luggage comprises those items for the passenger's personal use that are normally transported in suitcases, travel bags, boxes or similar. If objects of a different nature are included in the luggage, the passenger will be charged double the rate for the transport of such items, in addition to damages, pursuant to Art. 410 of the Italian Navigation Code.

Luggage shall be conveyed after the passenger. There is not a left luggage service.

4.5 Transportation of animals

Pets and other animals will only be boarded if a valid ticket, relevant proof of rabies vaccination, and a current veterinary certificate can be presented at the time of boarding.

In compliance with the provisions of the Order dated 27 August 2004 issued by the Italian Ministry of Health in Official Journal No. 213 Art. 2, passengers are reminded that dogs must wear a muzzle and be held on a leash.

Pets are not allowed in lounges. They are restricted to external decks, or designated kennels where available, until disembarkation.

A paid ticket is not required for seeing eye dogs with valid documentation.

In compliance with Art. 727b of the Penal Code in application of EC directives 73/92 and 147/2009, and Italian Law no. 150 of 7 February 1992 in application of EC Regulation 338/97 of the Council dated 9 December 1996, only protected animals and plants with a valid licence or certificate may be carried, under the conditions specified therein.

4.6 Information Service

The company shall make available to users the following information tools:

- The www.toremar.it website;
- The following ticket offices in the ports of embarkation:
 - **Livorno**
Asat srl
via del molo Mediceo, 12
Tel./Fax 0586.896113
Email livorno@toremar.it
 - **Isola di Capraia**
Amadero srl
via Assunzione, 18
Tel./Fax 0586.905069
Email capraia@toremar.it
 - **Piombino**
Dini & Miele srl
new maritime station
Tel. 0565.31100
Fax 0565.229730
Email piombino@toremar.it
 - **Portoferraio**
Dini & Miele srl
calata Italia, 36
Tel. 0565.960131
Fax 0565.914717
Email portoferraio@toremar.it
 - **Rio Marina**
A3 srl
calata Voltoni, 20
tel. 0565.962073
Fax 0565.962568
Email riomarina@toremar.it
 - **Cavo**
Alessandra Struzzi
via Michelangelo, 54
Tel./Fax 0565.949871
Email cavo@toremar.it
 - **Porto S.Stefano**
Agemar Metrano srl
piazzale Facchinetti, 7/8
Tel. 0564.810803
Fax 0564.818455
Email portosantostefano@toremar.it
 - **Giglio Porto**
Cavero srl
Tel./Fax 0564.809349
Email giglio@toremar.it
- The many travel agencies authorized to sell Toremar tickets;
- The Call Centre by phoning +49-611-14020, in accordance with the procedures and costs communicated at the beginning of the call;

Toremar would like to remind passengers that full text of the following documents:

- General conditions
- Service charter
- EU Regulation 1177/2010

is available for consultation on the website at www.toremar.it or even upon request from the cabin crew or the ticket office.

The implementing institution of the EU regulation 1177/2010, for the Italian state is:

ART- Autorità di Regolamentazione dei Trasporti

Via Nizza, 230

10126- TORINO

www.autorita-trasporti.it

5. TRAVELLING CONDITIONS

5.1 Preamble

Whosoever uses the services offered by Toremar S.p.A. must respect the provisions of the "General conditions for the carriage of passengers and accompanying vehicles" and comply with warnings, invitations and dispositions concerning the order and safety of the services issued by the Company and/or its employees. The full text of the "General conditions for the carriage of passengers and accompanying vehicles" is available on the www.toremar.it website, in the port ticket offices and on-board the vessels.

The sources of law upon which the passengers' duties and relative sanctions are based, are:

- EU Regulation 1177/2010;
- Italian Navigation Code;
- Regional Law No. 42 of 31 July 1998;
- Toremar's general conditions for the carriage of passengers and accompanying vehicles.

5.2 Passenger's duties

Passengers of the transport service have the following duties, that is, to:

- carry the appropriate and valid travel document, which is to be retained for the entire journey and which must be presented upon request by security personnel;
- not occupy more than one seat;
- not soil or damage the vessels;
- respect the provisions for reserved seats;
- respect the no smoking regulations on-board the vessels;
- not disturb other passengers: the use of mobile phones is permitted on the condition that it does not disturb other passengers;
- not throw anything from vehicles;
- respect the provisions for transporting animals and luggage;
- not transport items considered harmful or dangerous;
- only use alarms and emergency equipment in the event of grave and imminent danger;
- in no way compromise the safety of the journey and levels of service for themselves and all other passengers.

5.3 Sanctions against passengers

The passengers must present their travel document when requested by security personnel engaged by the Company, both on-board the vessels and at the point of disembarkation. Authorized personnel carrying I.D. provided to them by the Company may also operate in civilian clothes.

People travelling without a valid travel document will be required to pay the full ticket price plus the following fine:

	Standard	Residents
Passengers	10.08	1.01
Motorcycles	10.08	2.02
Motor vehicles, caravans, etc.	10.08	3.03
Goods	10.08	3.03

The offender has the right to appeal against the fine and/or request to be heard. The appeal must be presented in writing within 30 days from the application of the fine, to:

Toscana Regionale Marittima S.p.A. – Toremar
piazzale dei Marmi n.12, interno 2 - 57123 Livorno

The procedures for taking legal and reconciliation measures are determined by current legislation.

5.4 Passenger's rights

Passengers of the transport service have the following rights:

- to travel in conditions of safety and tranquillity;
- to obtain information on land and on-board the vessels;
- to the timely publication and availability of timetables in use;
- for current timetables to be respected;
- to acquire, by telephone and other means, information about the service and ways in which the service can be used;
- to polite, courteous, and respectful behaviour from all personnel on duty;
- for personnel who have customer contact to be easily recognizable;
- to make complaints;
- to express judgements and offer suggestions;
- to use the service in accordance with the standards outlined in Chapter 7 of this Charter, entitled "The Company's Undertakings".

1. In the event of a delay, TOREMAR will inform passengers of the expected time of departure and arrival as soon as this information becomes available, no later than 30 minutes after the expected departure time or one hour before the expected time of arrival.
2. If passengers miss a connection because of a delay, the Company will make all reasonable effort to inform the affected passengers of alternative connections.
3. When the Company reasonably foresees that a journey will be subject to a delay of over 60 minutes with respect to the scheduled departure time, it must offer passengers, free of charge, refreshments and drinks in reasonable quantities in proportion with the waiting time, if they are available on the ship or in the port or may be reasonably provided.
4. In the event of a delay requiring a stay of one or more nights, or a longer stay than that planned by the passenger, where and when this is physically possible, the passengers will receive, free of charge, accommodation in a hotel or similar and transport between the port and the accommodation, in addition to meals and refreshments as provided for under paragraph 3.
5. If the journey may no longer be continued by sea, the Company will organise, where possible, and as promptly as it can, alternative transport services for the passengers.
6. For the purposes of implementing the provisions of the above paragraphs, the Company dedicates particular attention to the needs of persons with disabilities and reduced mobility and to their companions.
7. When the Company reasonably foresees a delay in excess of 90 minutes to the scheduled departure of a maritime passenger service, the passenger will immediately:
 - a. receive an offer of alternative transport at reasonable conditions or, if that is not possible, will be informed of alternative transport services offered by other transport operators;
 - b. receive a refund of the ticket price, if they do not accept the offer of alternative transport. With the passenger's consent, a full refund of the ticket may be made in the form of a voucher and/or other services to an amount equalling the original fare purchased.
8. Without prejudice to the right to transport, passengers may request financial compensation from the Company according to EC Regulation 1177/2010 in the event of

delayed arrival due to a cancellation. The minimum levels of compensation are established as follows:

- a. 25% of the ticket price in the event of a delay of between 60 and 119 minutes;
 - b. 50% of the ticket price in the event of a delay of 120 minutes or over;
 - c. 100% of the price of the ticket if the carrier does not provide alternative services or information as outlined in the preceding paragraphs.
9. Compensation will be paid within one month of the relative claim being submitted.
 10. Compensation may be made in the form of vouchers and/or other services if the conditions are flexible (in particular regarding the period of validity and destination). Compensation may take the form of money if so requested by the passenger.
 11. Paragraphs 4, 8, 9 and 10 do not apply if the delay or cancellation is due to exceptional circumstances that prevent performance of the transport service, which could not have been avoided even by adopting all reasonable measures.

5.5 Persons with reduced mobility (PRMs)

The Company, within the limitations of EU Regulation 1177/2010, accepts bookings from passengers with disabilities or reduced mobility who request a booking under the same conditions as all other passengers and commits to supplying, at no additional charge, assistance to passengers with reduced mobility pursuant to the provisions of EU Regulation 1177/2010 (information about these regulations is available on the Carrier's website).

1. Assistance in ports:

- assistance will be provided for the PRM, if they require it, from the time he/she enters the port area, and this whether he/she arrives by private transport, bus or train;
- the PRM will be accompanied to the ticket office so that he/she can purchase a ticket, or, in the event that he/she already has a ticket, onto the ship.
- after disembarkation the PRM will be accompanied to the ticket office in the destination port.

1. Assistance on-board

- On-board personnel will assist the PRM to:
 - ◇ board and disembark;
 - ◇ deposit/retrieve luggage;
 - ◇ go to his/her seat;
 - ◇ go to the bathroom.

In the event that the PRM is assisted by his/her own companion, the companion may request assistance in the port and during boarding and disembarkation.

Passengers with disabilities or reduced mobility should notify the Carrier at the time of booking or pre-purchase of tickets of specific cabin or seating requirements, and requested services, or if he/she needs to travel with medical equipment so that his/her needs or requirements are noted.

The above applies on the condition that:

- passengers with reduced mobility requiring assistance specify the type of assistance required at the ticket office in the port of departure (contact details are available on www.toremar.it) at least 48 hours prior to departure, either in person, or by telephone, fax or email. In the event of a multi-trip ticket, notification is required only once, as long as adequate information regarding subsequent departures is provided;
- if the above-mentioned notification is not made, Toremar will do everything possible to ensure that assistance is provided so that the passenger with a disability or reduced mobility can board or disembark from the crossing for which the ticket was purchased;
- the person with a disability or reduced mobility arrives at the designated meeting point at

a time established by Toremar, which is no less than 60 minutes prior to the published departure time, or, when a time has not been established, at least 30 minutes prior.

Furthermore, Toremar:

- a. ensures that its own personnel providing direct assistance to passengers with a disability or reduced mobility have the necessary knowledge required to cater to the passenger's needs, in accordance with his/her disability or reduced mobility. To this end, Toremar provides specific training regarding assistance with and understanding of disabilities to all personnel working directly with passengers;
- b. ensures that all new personnel receives disability-related training and that all personnel attend disability-related refresher courses;
- c. if a passenger with a disability or reduced mobility requires a guide dog, the animal will be accepted on the condition that TOREMAR is notified, through the Company's sales network or otherwise, in compliance with applicable legislation governing the carriage of recognized guide dogs on passenger ships;
- d. in the event of wheelchairs, other mobility equipment or parts thereof being lost or damaged during their handling at the port or transport on board the ships, the passenger to whom they belong will receive compensation from TOREMAR. If necessary, everything possible will be done to promptly provide replacement equipment.

5.6 Pregnant women

Pregnant passengers may board at their own risk and responsibility and, where applicable, with a medical certificate stating that they are fit to travel, issued no earlier than seven days prior to departure, to be presented to on-board personnel if requested.

Boarding is subject to the passenger's acceptance of the risks associated with the absence of specialist assistance and structures equipped to handle pregnancy-related emergencies on-board, and also with the specificities of travel by sea and associated difficulty in obtaining access to external assistance. To this end, the Company and all company personnel shall be kept free from any and all liabilities.

5.7 Lost property

Anyone who finds objects lost in the passenger areas is required to hand the said objects in to the Ship's Command.

If a member of the crew is handed an object found by a passenger, he/she shall take the passenger to the Ship's Command; or, if this is not possible, he/she shall write down the circumstances in which the object was found, along with the finder's identifying information (Surname, Name, Address, Telephone number), and deliver this information and the object to the On-board Command.

The Ship's Command that receives objects found on-board will check if it is possible to somehow trace the owner by address, telephone number, or otherwise. They will compile the relevant form in triplicate and store the found object in a suitable room or safe, identifying them with the registration number.

In the event that the Ship's Command has traced the owner and contacted him/her, the objects will remain in the custody of the Ship's Command until the owner has arranged for their collection. Before returning the object, the Ship's Command will check that the person claiming the object/s really is the person who lost it/them and will have the person who claims the object sign the previously printed document as a receipt for the return of the property.

In the event that the Ship's Command is unable to trace the legitimate owner of the object, in accordance with Art. 927 of the Civil Code, the Ship's Command will deliver the object to the Mayor of the town where the ship's terminus is located, together with two printed copies of the form completed when the document was found; a copy of the form, signed by the Mayor

or his/her representative, must be returned to the ship to be stored in the relevant file. This procedure does not apply to food items or objects of little value.

If a passenger leaves behind or loses a personal object on-board, they may notify the Ship's Command or, after disembarkation, they may fill out the relevant form, which can be downloaded from the website and emailed to urp@toremar.it.

As soon as the Carrier receives notification, it will try to find the object in compliance with Art. 9927 of the Italian Civil Code, without being required to pay compensation if the lost or forgotten object cannot be found.

6. CUSTOMER RELATIONS

6.1 Customer Relations Office

The Customer Relations Office is located in the Company's head office:

Toscana Regionale Marittima S.p.A. – Toremar
Ufficio relazioni con il Pubblico / Customer Relations Office
piazzale dei Marmi n.12, interno 2 – 57123 Livorno
fax 0586.224624
e.mail urp@toremar.it

Its task is to assist customers in dealing with the Company, after they have used the service. Specifically, it:

- supplies information to customers about how to file complaints;
- collects complaints, reports, proposals, and suggestions from customers regarding the service provided;
- oversees the procedures for claims received;
- provides written response to complaints;
- collects customer requests relative to the right to access information concerning them that is held by the company, according to the provisions of Law No. 241/1990, ensuring the fulfilment of the same;

6.2 Complain Procedure for events that could lead to indemnity/compensation

Complaints may be lodged for events that:

a. give right to compensation

In the event that arrival is delayed by over 60 minutes, passengers have a right to compensation as per "Paragraph 5.4 Passengers' Rights - point 8" of this Charter;

b. derive from circumstances that bring harm to the passenger and that are related to the liability of the Company

In this case, the Company shall ensure the insurance coverage provided by the law, which guarantees the payment of damages to persons or things that are produced in the performance of the service.

Any passenger who suffers an accident/injury on board is required to immediately inform the Command of what has happened. The Command, in addition to providing any necessary assistance, will provide a "Process Report" form, which is drawn up and countersigned by the passenger and which describes the dynamics of what happened.

The Client shall contact the Head Office within six months from the date of the accident/injury in order to send the necessary documentation for obtaining the compensation.

In the event of apparent damage, no claim for compensation, loss or other damages to luggage or accompanying vehicles will be accepted if their state thereof is not recognized in contention with the On-Board Command, according to the procedure described above.

Complaints can be sent within 30 days after the fact to which they relate, according to the following procedure:

- in written form by letter or fax, submitted to the CRO, as mentioned in the previous paragraph, or by email to toremar@pec.toremar.it.

The Company will reply in writing within 30 days from receipt of the complaint; an interim reply may be given if the specific nature of the problem presented will take longer to process. The interim reply will nevertheless provide an indication of timing for the definition of the complaint.

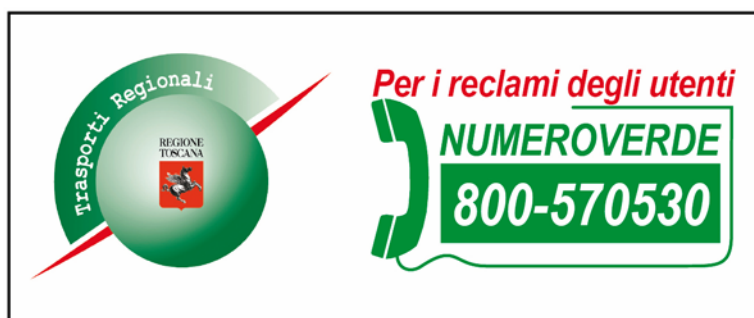
Conciliation Procedure

For the non-judicial resolution of disputes deriving from claims against the Company, customers may contact the following authority:

- Camera Arbitraria di Conciliazione (Conciliation Office) at the competent regional branch of the Chamber of Commerce. The procedure is free for Italian citizens who are assisted by a consumers' association. The services of a lawyer are not required.
- the competent regional Difensore Civico (ombudsman) as they are authorized to settle disputes between Toremair and its customers.

Customers wishing to initiate legal proceedings are required to contact the competent regional Justice of the Peace or court in accordance with applicable regulations.

6.4 Toll free number for the Region of Tuscany for the presentation of other types of complaints



Monday to Friday 8.00 a.m. to 6.00 p.m.

7. COMMITMENTS OF THE COMPANY

Toremar takes the following factors and indicators, as being useful for checking the quality of service offered to users. It undertakes to monitor and publicize the results in subsequent editions of the Service Charter.

7.1 Quality indicators and related standards

1. Security
A fundamental characteristic of Toremar is the protection of passengers. The on-going maintenance of the vessels is carried out by highly specialised staff, to ensure the utmost levels of safety for passengers.
2. Regularity of the service
The routes served by Toremar operate according to a timetable, which is made available to customers. Services are available every day of the week, including Saturdays and Sundays. Toremar undertakes to respect the schedules drawn up and, in the event of delays or interruptions independent of the Company, Toremar is committed to adopting informative measures, in order to cause as little disruption as possible to users.
3. Cleanliness and hygiene on the vessels and in the facilities
Routine cleaning takes place on all vessels in the fleet at the end of every journey, while general cleaning takes place at the end of the day.
4. Comfort of travel
The vessels are air-conditioned.
5. Boarding procedures for Persons with Reduced Mobility (PRM)
Please refer to Paragraph 5.5 "Persons with Reduced Mobility" of this Charter.
6. Customer Information
Toremar undertakes to keep customers informed in a timely fashion.
7. Personnel: behavioural and relational aspects
Toremar undertakes to train staff so that they behave in a professional, courteous and respectful manner when interacting with passengers.
8. Level of commercial service and the front office
9. Modal integration
10. Care for the environment
The vessels are built and maintained in compliance with current environmental protection legislation.

7.2 Monitoring of customer satisfaction

The quality standards are verified through monitoring activities aimed at ascertaining the degree of user satisfaction.

This is achieved by distributing questionnaires to passengers to ascertain their level of satisfaction, which will be measured with a points system ranging from 1 to 6.

The following table provides an example of this:

table 1

Quality indicators	Standard of quality on crossings					
	1	2	3	4	5	6
Safety						
Regularity of the service						
Cleanliness and hygiene on the vessels and in the facilities						
Comfort of travel						
Boarding procedures for disabled passengers						
Customer Information						
Personnel: behavioural and relational aspects						
Level of commercial service and the front office						
Modal integration						
Care for the environment						

Results of the annual survey follow:

Monitoring produced the following results	2012	2013	2014	2015
Security	5	5,09	5,23	5,39
Regularity of service	4,73	4,73	4,68	5,13
Cleanliness and hygiene on the vessels and in the facilities	5,13	5,1	5,21	5,51
Comfort of travel	4,9	4,84	4,95	5,50
Boarding procedures for disabled passengers	5,18	5,11	5,08	5,36
Customer information	4,67	5,04	4,99	5,20
Personnel: behavioural and relational aspects	5,21	5,47	5,2	5,56
Level of commercial service and the front office	4,68	4,9	4,81	5,07
Modal integration	4,51	4,26	4,29	4,66
Care for the environment	4,65	4,97	5,03	5,07

7.3 Editing, distribution, and revisions to the Service Charter

The Company will publish, annually, the full version of the Service Charter, based on the model approved by the Regional Council, complete with the results from surveys provided for in Paragraph 7.1 "Monitoring customer satisfaction"; the aforementioned full version shall be placed in full view of the customers at the ticket offices of the ports of embarkation, at the Ships' Command and on the website. It will be also be sent to the Region of Tuscany, to all municipalities and provinces in whose geographical area the Company carries out transportation services.

7.4 Insurance cover

In this case, the Company shall ensure the insurance coverage required by law, which guarantees the payment of damages to persons or things that are produced in the performance of the service.

7.5 Company quality observatory

The Company Quality Observatory has several functions, that is, to:

- monitor the standard of quality perceived by users, by customer satisfaction surveys of sample groups of customers to obtain useful management information;
- analyse complaints, reports, and suggestions communicated to the CRO, with the aim of identifying ways to improve the service;
- prepare the necessary reports to draw up the Service Charter.

7.6 Services guaranteed during strikes

During full-day strikes, the Company will guarantee the following services:

Route	A1			
	Livorno – Isola di Gorgona – Isola di Capraia		departure	arrival
<i>Tuesday and Friday</i>	Livorno	Isola di Capraia	10:00 a.m.	12:30 p.m.
	Livorno	Isola di Gorgona	8:30 a.m.	10:30 a.m.
<i>Tuesday and Friday</i>	Isola di Gorgona	Isola di Capraia	10:30 a.m.	12.00 p.m.
	Isola di Capraia	Livorno	2.30 p.m.	5.00 p.m.
<i>Tuesday and Friday</i>	Isola di Capraia	Isola di Gorgona	2.00 p.m.	3.30 p.m.
	Isola di Gorgona	Livorno	3.50 p.m.	5.20 p.m.

Route	A2			
	Portoferraio – Piombino		departure	arrival
	Portoferraio	Piombino	5.20 a.m.	6.20 a.m.
	Portoferraio	Piombino	6.50 p.m.	7.50 p.m.
	Piombino	Portoferraio	7.00 a.m.	8.00 a.m.
	Piombino	Portoferraio	9.00 p.m.	10.00 p.m.

Route	A3			
	Piombino – Rio Marina – (Isola di Pianosa)		departure	arrival
<i>Tuesday</i>	Rio Marina	Piombino	7.00 a.m.	7.45 a.m.
	Rio Marina	Pianosa	9.30 a.m.	11.20 a.m.
<i>Tuesday</i>	Piombino	Rio Marina	8.35 a.m.	9.20 a.m.
	Pianosa	Rio Marina	1.35 p.m.	3.25 p.m.

Route	A4			
	Isola del Giglio – Porto S.Stefano		departure	arrival
	Giglio Porto	Porto S.Stefano	9.10 a.m.	10.10 a.m.
	Giglio Porto	Porto S.Stefano	4.00 p.m.	5.00 p.m.
	Porto S.Stefano	Giglio Porto	10:30 a.m.	11.30 a.m.
	Porto S.Stefano	Giglio Porto	5.25 p.m.	6.25 p.m.

The above services will not be guaranteed if the strike is held for less than the full day.