



GENERAL CONDITIONS OF CARRIAGE  
FOR PASSENGERS AND ACCOMPANYING VEHICLES



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Hereinafter, the following words shall have the following meanings:

**COMPANY/CARRIER:** TOREMAR, Toscana Regionale Marittima S.p.A.  
piazzale dei Marmi n.12, interno 2 - 57123 Livorno  
Tax number: 00274620491

**PERFORMING CARRIER:** entity separate from the carrier, that physically performs the carriage in part or in full.

**VEHICLE:** any vehicle that accompanies a passenger and that is not used for transporting goods; the definition of 'vehicle' includes any trailer and/or caravan subject to another fare due to its significant size. This category does not include vehicles used commercially (refrigerated vehicles; vans; trucks) covered by Arts 419 et seq. of the Italian Navigation Code governing the carriage of objects.

**PASSENGER:** any person on board the ship who is not the captain, a member of the crew, or another person employed or engaged in any capacity on board the ship in relation to its services.

**TICKET:** travel document that provides proof of a contract of carriage, or bill of passage, according to Art. 396 of the Italian Navigation Code.

**SERVICE AGREEMENT:** contract to manage public "Coastal maritime transport services for the islands of the Tuscan Archipelago" entered into between the regional council and the Company.

The Company assumes the carriage of passengers, and accompanying luggage and vehicles, according to the following conditions of carriage, which are governed by Arts. 396 et seq. of the Italian Navigation Code, EU Regulation 1177/2010, and EC Regulation 392/2009 and which are adequately publicized on-board the ships, in all the offices of Representatives authorized to issue tickets in the ports of embarkation, as well as in company offices and on the website.

A summary of the conditions governing carriage on the Company's ships and high-speed vessels is printed on the ticket.

Information regarding passengers' rights pursuant to EU Regulation 1177/2010 outlined in the "Service Charter", are available on-board the ships, in all the offices of Representatives authorized to issue tickets in the ports of embarkation, as well as in company offices and on the website.

The General Conditions of Carriage are subject to variations and amendments in accordance with the applicable legislation. The General Conditions posted on the Company's website (<http://www.toremar.it/en/>), take precedence when interpreting the contract.

**Art. 1**  
REGULATIONS GOVERNING THE CARRIAGE  
OF PASSENGERS AND ACCOMPANYING  
VEHICLES AND LUGGAGE

The object of the contract is the supply of transport to passengers with accompanying vehicles and luggage as outlined in these General Conditions and in Arts 396 et seq. of the Italian Navigation Code, EU Regulation 1177/2010, and EC Regulation 392/2009.

Carriage of the accompanying vehicle is governed by Italian legislation concerning the transport of accompanying luggage (Arts 410 et seq. of the Italian Navigation Code), these General Conditions, and EC Regulation 392/2009.

The ship is only named for information purposes and the Carrier reserves the right to perform the service using another ship, which may or may not have different specifications, or another carrier.

The Carrier declines any responsibility for damage caused to the passenger due to delay or failure to perform due to unforeseeable circumstances, force majeure, or other events beyond the Carrier's control. In any case, the Ship's Command has the right to alter the route in the case of events capable of compromising the safety of the ship and/or passengers.

With respect to the liability regime for the carriage of passengers, luggage and accompanying vehicles not covered by these General Conditions, express reference is made to the Italian Navigation Code and applicable EU Regulations.

Travel times are indicative and calculated according to the distance between the ports under favourable weather and sea conditions.

The Carrier cannot be held responsible for delays due to port operations by personnel not in the Carrier's employ.

**Art. 2**  
VALIDITY OF TICKET

In order to travel on the Company's ships and high-speed vessels, passengers must carry a valid ticket, which is evidence of the contract of carriage outlined on the ticket. Accompanying vehicles are specified on the passenger's ticket or on separate tickets which refer to the passenger's ticket.

The ticket is personal and non-transferable. It is only valid for the specified journey. The passenger must retain the contract/ticket as proof of their right to travel and he/she must present the ticket to on-board personnel or the Carrier's Officials when requested.

Under exceptional circumstances, following prior approval by on-board personnel at the time of boarding, tickets may be purchased on-board the ferries and high speed vessels, in which case an on-board ticketing fee will be charged as per the fare table below.

– Standard:	
◇ Passengers	€5.04
◇ Motorcycles	€5.04
◇ Vehicles, etc.	€5.04
◇ Goods	€5.04
– Residents:	
◇ Passengers	€1.01
◇ Motorcycles	€2.02
◇ Vehicles, etc.	€3.03
◇ Goods	€3.03

Passengers without a valid ticket will be required to pay the full ticket price plus the on-board ticketing fee, which will be charged as per the following fare table:

– Standard:	
◇ Passengers	€10.08
◇ Motorcycles	€10.08
◇ Vehicles, etc.	€10.08
◇ Goods	€10.08
– Residents:	
◇ Passengers	€1.01
◇ Motorcycles	€2.02
◇ Vehicles, etc.	€3.03
◇ Goods	€3.03

Upon reception of the ticket, the client must check that all the details are correct and that the accompanying vehicle's details match the vehicle's log book. The Carrier cannot be held responsible for any errors or omissions communicated at a

later date.

The advertised offers and conditions may be modified at any time until the ticket is issued.

**Art. 3**  
**CANCELLATION OF TICKET AND REFUNDS**

Standard fare tickets may be refunded as long as the passenger cancels the ticket prior to the date of departure and a validation stamp, date and time has been applied by one of the Carrier's offices, a port ticketing office, or an authorized travel agent.

The refund must be requested from the issuing agency or the Carrier in other cases and will be subject to the following penalties:

- 10% for crossings cancelled up until the day prior to the day of departure;
- 25% for crossings cancelled on the day of departure and up to 30 minutes prior to departure.

Crossings not cancelled prior to departure and that do not follow the above-mentioned procedure will not be refunded.

Tickets not used by the departure date, for reasons for which the Company itself cannot be held responsible will not be refunded.

Booking fees are non-refundable.

The right to a refund becomes void if not requested within six months of the departure date originally booked.

**Art. 4**  
**LOST OR STOLEN TICKETS**

In the event that the ticket is lost or stolen, the passenger must contact the issuing agency immediately or advise the port office of the contracting carrier at the time of departure.

A duplicate will be issued upon presentation of a valid form of identity, on the condition that the original ticket has not been used. A €10.00 fee will be applied to cover administration and management costs incurred by the Carrier.

**Art. 5**  
**TICKETS PURCHASED ONLINE BUT NOT RECEIVED**

Without prejudice to Art. 4, in the event that a ticket is not received for reasons beyond the Carrier's control, for example due to a wrong address provided by the passenger, internet or mobile phone network problems, computer or landline malfunctions, etc., the Toremar helpdesk must be contacted promptly at info@mobyhines.de.

A duplicate will be issued on the condition that the original ticket has not been used. The passenger is required to present a valid form of identity and a €10.00 fee will be applied to cover administration and management costs incurred by the Company.

**Art. 6**  
**MODIFICATION FEES**

Modifications to the time and/or date of departure will be accepted as long as places are available, under the condition that they are requested:

- to the helpdesk during opening hours or to travel agents at least five hours prior to the original departure time;
- to port ticketing offices at least 30 minutes before the original departure time;

upon payment of a new booking fee and any applicable difference in fare.

Modification of the destination (e.g. from Rio Marina to Portoferraio) will require the booking to be cancelled, subject to the relative penalties, and a new ticket issued.

Any fare differences and modification to the number of passengers, accompanying vehicles, category of vehicle and cabin booking, will be refunded by the issuing agency subject to the penalties outlined in Art. 3 pgph 2.

Modifications are permitted only for the scheduled departures.

Prior to the modification, the original

ticket must be handed over to the agency that processes the modification.

**Art. 7**  
**SPECIAL OFFERS - RESTRICTIONS**

Certain restrictions apply to special offers:

- Special offers are available while there are still allocated places available (the number of places varies according to the date and time of departure and the route).
- Special offer tickets cannot be modified.
- Special offer tickets are non-refundable, in whole or in part, regardless of the destination.
- Unless otherwise specified, Special offer fares are not retroactive, and cannot be accumulated with other discounts or promotions.
- Promotional fares may be applicable for accompanying vehicles.
- Promotions are not available for goods vehicles, whether loaded or empty.

**SPECIAL FARES FOR RESIDENTS/ ELBA-BORN PASSENGERS**

In order to take advantage of resident, Elba-born and other special fares, passengers must show, both when purchasing the ticket and when boarding, a valid current identity document proving that they are eligible for the requested discount.

For accompanying vehicles a vehicle registration certificate showing that the vehicle is owned by the person requesting the discount must be presented.

If the required proof is not produced at the time of boarding, the ticket will be considered invalid and not eligible for a refund.

**Art. 8**  
**HELPDESK**

The Toremar helpdesk is open every day from 8.00 a.m. to 8.00 p.m. and can be contacted:

- by telephone on +49 611-14020 (local or international calling fees may

apply). Further information can be found on the [www.toremar.it/en](http://www.toremar.it/en) website.

- by email to [info@mobyline.de](mailto:info@mobyline.de).

**Art. 9**  
**BOARDING**

All passengers, with or without accompanying vehicles, are required to check in no later than 30 minutes prior to departure, except in the case of special provisions made by the Authorities. After this time, the booking will lapse and boarding cannot be guaranteed.

Art. 17 applies to passengers with disabilities or reduced mobility.

Passengers holding a ticket issued before the day of departure are obliged to check that there have not been any variations independent of the Company's will regarding the service for which the ticket was issued.

**Art. 10**  
**EMBARKATION AND DISEMBARKATION OF VEHICLES**

Vehicle length and height include tow-bar and any other appendages.

Mobile homes, caravans, SUVs and other vehicles taller than 1.80 m from the ground (and/or width in excess of 1.85 m not subject to a surcharge due to their width) must be specified in the booking. If the above provisions are not followed or there is a discrepancy, the Carrier may cancel the booking and add the vehicle to that day's waiting list, subject to payment of any difference in fare.

Vehicles will not be embarked in the order of arrival, but rather according to space requirements as instructed by the ship's Captain or his or her subordinate and may be parked on any of the ship's decks as required. Once embarked, vehicles must be parked:

- with the hand brake on;
- in gear;
- with lights off;
- with alarm systems switched off;



– with doors and boot closed securely. Vehicles that run on LPG must be specified in the booking and declared at embarkation.

Vehicles are to be disembarked by the passenger, at his/her own responsibility.

Pursuant to Art. 412 of the Italian Navigation code, any apparent damaged to the accompanying vehicle or other adverse event that takes place on-board the ship must be declared prior to disembarkation. For this, the passenger must present a claim to an on-board official, who will check the vehicle and fill out the appropriate form, which must be signed by the passenger.

Bookings for goods vehicles can only be made at the port ticket offices and are subject to goods vehicle fares. Goods vehicles are not included in the 'accompanying vehicle' category as defined in these General Conditions.

#### **Art. 11** **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.

#### **Art. 12** **UNACCOMPANIED MINORS**

Passengers aged between 12 and 17 years

inclusive may travel unaccompanied at the responsibility of their parents or custodians.

The unaccompanied minor must present a written statement outlining the ticket details and the parents' or custodians' assumption of responsibility for the trip, together with a copy of the family status certificate and their identity document.

Children under 12 years of age cannot travel unaccompanied and must therefore be accompanied during boarding, disembarkation and throughout the crossing by at least one passenger of age.

#### **Art. 13** **PETS AND PROTECTED SPECIES**

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.

#### **Art. 14** **WEAPONS**

In compliance with Art. 384 of Italian

Maritime Navigation Regulation Presidential Decree No. 328 dated 15 February 1952 - 'Passengers, at the time of boarding, must hand over any weapons and ammunition to the ship's captain for safekeeping until disembarkation. Weapons and ammunition held as part of the passenger's functions or service may only be removed for serious and manifest reasons that must be detailed in a statement at the time of removal.'

Failure to report weapons is sanctioned pursuant to Art. 1199, pgph 2 of the Italian Navigation Code, in the absence of a more serious offence.

#### **Art. 14b** **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 of 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, plus damages, pursuant to Art. 410 of the Italian Navigation Code.

Sale representatives' samples are also admitted as luggage up to a limit of 20 kg.

The Company declines all responsibility for the theft of objects and/or luggage left unattended. Luggage must be supervised by passengers at all times.

The Carrier is responsible for all luggage consigned to it pursuant to Art. 412 of the Italian Navigation Code and/or in any case according to EC Regulation 392/2009 unless the Carrier can prove that the loss/or damage occurred for reasons not attributable to the Carrier.

The passenger must advise the ship's command or agents and/or Company Officials in the port of disembarkation, or at the time of withdrawal of luggage, of the apparent loss and/or damage to said luggage and other personal effects or accompanying vehicles, or within three days of collection in the event of unapparent loss or damage, under penalty of expiration.

The Carrier is not responsible for the loss of or damage to any luggage or objects not consigned to the carrier, unless the passenger can prove that the loss or damage was attributable to the Carrier.

The Company has the right of lien over the luggage to cover credits vis-à-vis the passenger deriving from the contract of carriage pursuant to Art. 416 of the Italian Navigation Code.

If the passenger fulfils his or her obligations, the Company is obliged to return his or her luggage to the place established under the agreement. If the passenger fails to fulfil his or her obligations, pursuant to Art. 416 of the Italian Navigation Code, the Company is entitled to sell the luggage, in accordance with the relevant provisions of the Italian Civil Code (Arts. 1515 and 2797 of the Italian Civil Code and Art. 83 of the relative implementation provisions).

#### **Art. 15** **PASSENGER INFORMATION**

In compliance with Italian Decree Law No. 251 of 13 October 1999 in application of EEC Directive 41/98 of 18 June 1998, and regulations relating to the application of the ISPS code and anti-terrorist laws, the following should be noted: at the time of boarding all passengers are required to report to the Carrier any information regarding his/her necessity for special assistance and/or treatment in emergency situations.

Furthermore, at the time of booking, all passengers are required to communicate their general particulars, understood as: SURNAME, FIRST NAME or initial, GENDER, AGE GROUP (infant, child, adult),

nationality. In the event that any of the above particulars change between the time of booking and boarding, the passenger is required to communicate the aforesaid change.

Personal information collected pursuant to this article is stored only as long as is necessary to fulfil the requirements of the said Decree and/or in compliance with Legislative Decree No. 196/2003.

#### **Art. 16** **PASSENGER HEALTH**

There is not a medical officer on-board and as such the Carrier does not accept passengers requiring healthcare during the crossing, except where specified in Art. 17 below.

In presence of a valid medical certificate issued by a public healthcare facility (hospital, local healthcare units) or the passenger's GP, no earlier than 48 hours prior to departure, stating that the passenger will not require healthcare assistance during the crossing, the Carrier will allow the passenger to board, declining all liability in this respect.

Furthermore, it remains up to the Captain's judgement whether to allow passengers who, through the abuse of drugs, hallucinogenic substances, or alcohol, present themselves in a physical or psychological state that makes them unfit to travel or that might result in them harassing other passengers or putting themselves or others in danger. In any of the above cases, the passenger will not have the right to be reimbursed for damages and will be responsible for any damages caused to their own person, the ship, its fittings or equipment, and third parties or their belongings.

The fact that the passenger is allowed to board does not mean that the Carrier waives any right whatsoever to act later on their reservations concerning the passenger's condition, whether the passenger's condition is known to the Carrier or not at the time of boarding

and/or departure of the ship.

#### **Art. 17** **PEOPLE WITH DISABILITIES AND REDUCED MOBILITY**

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 they arrive 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.

##### 2. Assistance on-board

- On-board personnel will assist the PRM to:
  - ◇ board and disembark;
  - ◇ deposit/retrieve luggage;
  - ◇ go to their 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 <http://www.toremар.it/en/>) 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, Toremар 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 passenger with a disability or reduced mobility shall report to the designated meeting point at the time specified by Toremар, no later than 60 minutes prior to the published departure time or, if a meeting time has not been specified, the passenger shall report to the meeting point at least 30 minutes prior to the published departure time;

Furthermore, Toremар:

- 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, Toremар 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.

#### **Art. 18**

#### **BOARDING INFORMATION AND SHIPPING REGULATIONS**

During embarkation, passengers with accompanying vehicles are required to remove all valuable objects and any items required during the crossing from the vehicle as it is forbidden to enter the garage while the ship is moving. The Carrier is not responsible for the loss of objects and/or equipment that may occur within the vehicles.

In the event that the ship has dedicated foot passenger access, only the driver is authorized to access the garage where the vehicle is located and all other passengers are required to use the side stairs and present the copy of the ticket provided.

It is absolutely forbidden to disembark from the ship after embarkation.

#### **Art. 19**

#### **DELAYS**

1. Delayed departure:
  - I. 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.
  - II. 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.

- III. 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.
- IV. 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.
- V. 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.
- VI. In compliance with the provisions of EC Regulation 1177/2010, 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:
- 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;
  - 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.
2. 2. Delayed arrival
- I. 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:
- 25% of the ticket price in the event of a delay of between 60 and 119 minutes;
  - 50% of the ticket price in the event of a delay of 120 minutes or over;
  - 100% of the price of the ticket if the carrier does not provide alternative services or information as outlined in the preceding paragraphs.
- II. Compensation will be paid within one month from reception of written submission of the relative claim.
- III. 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.
- Pursuant to Art. 19.6 of EU Regulation 1177/2010, the minimum threshold for financial compensation is €6.00.
- Paragraphs 1.3, 2.1, 2.2 and 2.3 do not apply if the delay or cancellation is caused by exceptional circumstances that prevent performance of the transport service, which could not have been avoided even by adopting all reasonable measures.

#### **Art. 20**

#### **SECURITY INFORMATION AND ISPS CHARGE**

In compliance with the international ISPS Code relating to anti-terrorist laws, passengers are advised that they are required to present their ticket and identity document whenever so requested by on-board officials. Passengers must also agree to having their luggage inspected if requested. The above-mentioned checks may also be carried out by the port facilities.

We would like to remind you that while the ship is in the port it is forbidden to come within 50 m of the ship or its moorings.



Furthermore, with respect to the application of the ISPS Code, the Carrier would like to point that the port authorities may make further requests and apply additional taxes unquantified as yet.

**Art. 21**  
**DECLARATION OF VEHICLE'S VALUE**

It should be noted that, exclusively in relation to direct material damage occurring during the carriage of vehicles, in compliance with applicable legislation, for reasons directly attributable to the Carrier, in derogation of Art. 412 of the Italian Navigation Code, the Carrier waives the right to limit the ceiling for compensation, provided that all the other legal and contractual conditions that give rise to the right to compensation for any such damage have been met. In that case, the damage will be compensated in full, without any ceiling.

Therefore, the above-mentioned waiver makes it unnecessary for passengers to present a declaration of the value of the accompanying vehicle.

**Art. 22**  
**RESPONSABILITY**

From the moment of embarkation until disembarkation, the passenger shall comply with the instructions issued by the Captain; furthermore, he or she shall behave according to common standards of care and caution, paying attention to his or her own safety, and to that of the persons and animals under his or her care, as well as to the safety of his or her belongings, commensurate to the sea and weather conditions.

The Company will not in any way be liable for loss or damage caused by any other vehicle to vehicles embarked or to the things contained in such vehicles, unless the loss or damage is directly attributable to the Company. Any claims will be settled directly between the parties involved.

**Art. 23**  
**LOST PROPERTY**

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

**Art. 24**  
**APPLICABLE LAW AND JURISDICTION**

The contract of carriage for passengers, luggage and accompanying vehicles is governed, over and above the provisions of these General Conditions, by Italian law and namely the Italian Navigation Code and existing EU regulations.

Any disputes arising out of or in connection with the interpretation and/or execution of this agreement fall under the exclusive jurisdiction of the Courts of the place of the Carrier's head office. Furthermore, in the event that the passenger resides in Italy and is therefore considered a consumer pursuant to Italian laws in vigour, the Courts of jurisdiction are his or her place of residence or elected domicile.