

# GENERAL TERMS OF TRANSPORTATION OF THE MOBY S.P.A., MILAN

The following general terms of transportation are available at all ticket desks, Moby S.p.A. company offices, Moby Lines Europe GmbH and travel agencies. The term "passenger" designates any person transported in accordance with the present general terms of passenger and vehicle transportation. The passenger is asked to observe the transport company's and the ship commander's Italian and foreign regulations and orders (both those of the contractual transport company and the transport company actually carrying out the transport). The term "transport company" and/or "carrier" refers to the company Moby S.p.A. with registered office in Via Larga 26, 20122 Milano, Italy or to the company carrying out the transport. Moby S.p.A. expressly reserves the right to assign the transportation job to other ships belonging to our company or to other western European shipping companies, even after the signing of the contract. If the contractual company does not carry out the transport, the company carrying out the transport assumes responsibility for the transportation pursuant to article 1681 cod. civ. [Italian Civil Code] and the European regulation CE/392/2009. Therefore, the passenger also has the right to proceed against the latter. Further, in case of complaints concerning the contractual company or the company carrying out the transport, the passenger may contact Moby S.p.A. Complaints will not be taken into account if Moby S.p.A. Milano or Moby Lines Europe, Wiesbaden has not received it within 30 days after the date of departure (by ship).

The refund of the fare and/or any compensation due shall be paid to the passenger by bank transfer to the bank account indicated by the passenger. Alternatively, with the explicit authorisation of the passenger, the Company may make the refund by issuing a travel voucher for the same amount, which can be redeemed on all departures operated by the Moby ferry company. Reimbursement of the payment card used to purchase the ticket is explicitly excluded from the reimbursement options.

**1.-TRANSPORT REGULATIONS:** The purpose of the contract consists in the transport of natural persons and luggage carried along, regulated by these General Terms of Transportation, by article 396ff of the Italian shipping right as well as, from December 31st 2012 on, by the European Regulation CE/392/2009. A summary of the requirements of this regulation about passengers rights can be withdrawn on [www.mobylines.com](http://www.mobylines.com) and is laid out at the check-in-counters. The transport of vehicles carried along is regulated by the Italian law of carrying objects on the sea (Art. 419ff of Italian shipping right) as well as by the General Terms of Transport Regulations given hereby. The information about rights of passengers referring to the regulation UE/1177/2010 lay out on board of the ships as well as at check-in-counters. Following Art. 19.6 of the European Regulation UE/1177/2010, the minimal value foreseen for financial compensation is 6 (six) €. Below, it is not. The name of the ship conducting the transportation serves merely as a vague point of reference, since the transport company may use another ship or a ship from another transport company. The transport company does not assume liability for losses that passengers have to sustain due to delay or cancellation of the transportation, events that are caused randomly, by force majeure, bad weather conditions, strikes, technical faults due to force majeure or other reasons beyond the company's scope of influence. The commander is entitled to change the intended course of the ship if events occur that may put the safety of the ship and the passengers at risk. The published offers and conditions may be subject to changes until the boarding cards are distributed. With regard to liability regulations concerning the transport of passenger, vehicles and other, which is not included into these general terms and conditions, we explicitly refer to the applicable provisions of the Italian Shipping Code. Passengers are responsible for their luggage and the items contained therein until the moment of embarkation. The scheduled crossing times are approximated values and their calculation is based on the distance between two ports and good weather conditions. Published timetables and prices are subject to change. The transport company does not assume liability for delays due to measures taken by port staff. Please take with you a valid brochure for there are among others important telephone numbers within.

**2.-VALIDITY OF THE TICKET:** The ticket is issued under a name, is nontransferable, and is valid for only those crossings specified on the ticket. The passenger is to keep the ticket and present it on request of an officer or a representative of the transport enterprise. Should the passenger not be in possession of a valid ticket, twice the regular ticket amount was charged and compensation for damages was claimed. Letters of confirmation issued from travel agencies for crossings cannot be accepted. For incorrect information on the number of persons, vehicles, etc., the balance is to be paid immediately. In case of incorrect information on lengths, widths and heights given, passengers may be placed in a waiting list and embarkation can be refused. By the order of the ticket, the client has to control and verify his data and facts in his reservation and has to check, if all vehicle-specific data match with the vehicle registration. Open date tickets cannot be issued. For bookings performed in Italy the Italian travel conditions apply. Moby doesn't take over any responsibility for a wrong ticketing.

**3.-CANCELLATIONS/REIMBURSEMENTS:** Surcharges and other costs won't be refunded. Cancellations must be submitted in written form and reconfirmed by MOBY before the intended date of departure (cancellations are also possible on journey at any travel agency with a Moby ticket sales point). At a cancellation fees will be invoiced, independent of whether the ticket has been issued or not. These are as follows (the day of cancellation will not be counted):

up to 30 days before departure: 10% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;  
29 days - 48 h before departure: 20% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;  
from 48 hours to 4 hours before departure: 50% of the travel price, for BEST OFFER tariffs as well as for PEX rates 100% for each category marked as BEST OFFER respectively PEX rate;

A later cancellation or a cancellation of a ticket purchased the day of departure or no show: 100% cancellation fee.

Requests for reimbursement are to be made in writing and within 30 days after the date of departure. Reimbursement can be requested by presentation of all original documents only at the agency where the ticket was bought, and if they were certificated by a traveling agency, by MOBY, the responsible port agency or the purser with date, stamp and signature (for each way).

**3A.-APPLICATION OF VOUCHERS:** In the event of cancellation of a ticket purchased using a voucher previously granted to the passenger, a refund will only be made by the issue of a further voucher, which may in turn be used to purchase a new ticket (with the exception of MOBY Card coupons).

**4.-LOSS OF THE TICKET:** The booking or port office must be informed immediately of loss or theft of a ticket. Replacement tickets may only be issued on condition that the lost ticket has not been used, a reservation has been made and the passenger can provide proof of identity by passport or identity card. Generally € 10,00 will be charged immediately for the issue of a replacement ticket as a processing fee at port office.

**4A.-FAILURE TO RECEIVE TICKET IN THE CASE OF ONLINE BOOKINGS (ADDITION TO ARTICLE 4):** If the customer does not receive a valid ticket, for reasons that the transport company is not responsible for, e.g. input of an incorrect email address, disruptions to internet or mobile telephony connection of the customer or technical dysfunction of the customer's device, the booking center must be informed of this immediately by e-mail at [info@mobylines.com](mailto:info@mobylines.com). A ticket copy can only be issued on the condition that the original ticket has not yet been used and on payment of a processing fee of € 10,00.

**5.-BOOKING CHANGES:** Amendments, if permitted - this refers to insignificant name-changes as well (transfer of ticket excluded) - require a written form. In addition to prob. necessary extra charge for changes in the seasonal

period, number of persons or change of vehicles and if it's not published in the application conditions in another way, the following modification fees are calculated: at bookings without special rate (all destinations): € 10,00.

At special rate bookings with destination Corsica: € 10,00 each crossing, with destination Sardinia € 25,00 each crossing.

At special rate bookings with destination isle of Elba and from Sardinia to Corsica and vice versa no modifications are permitted.

Modifications, if permitted and as long as there's space available, are possible until 2 hours before departure, however only for dates which are stated in the current Moby timetable. Changes of destination (e.g. Sardinia to Corsica or Corsica to Elba) are not allowed.

No change of the ticket price is done (for bookings without special tariffs this starts later than 9 days prior to departure) if due to a change in season the price of the new booking is lower than the originally reserved trip, i.e. the original value of the booking is calculated. For modifications made in Italy the Italian traveling conditions apply. Tickets manually changed and not provided with a MOBY stamp will not be accepted.

For partial cancellations (e.g. decrease in the number of persons, cabins, etc.) fees as shown at point 3 will be charged.

**6.-SPECIAL TARIFFS:** Only limited availability and only valid in tariff level Best Price. All prices and offers were valid on given date of December 05th, 2014. Subsequent reductions in price and/or the addition of special tariffs (even for a limited time) during the season by the transport company are possible, but cannot be applied retrospectively or on already existing bookings. The terms of application apply that are announced respectively at the special tariffs on the web site [www.mobylines.com](http://www.mobylines.com).

**6A.-TARIFFS FOR SARDINIANS:** The application is valid only for persons born on Sardinia or who have first residence there, as well as for their minor children. Spouses as well as their minor children living within the same domiciliation may be booked together with the entitled person at Sardinian tariff. Referral proves are necessary and must be presented at embarkation. If these conditions are not obeyed and at embarkation it is noticed that e.g. one person can't claim for this Sardinian reduction or that documents at embarkation are missing, the Sardinian ticket declines completely and will not be refunded. A purchase of a new ticket at full rate gets necessary. A booking based on reduction for Sardinians in connection with BEST OFFER TARIFF will be calculated on 100% cancellation fee. If not all passengers fulfill these conditions, they can't be reserved on the Sardinian ticket but there must be done two bookings separately.

**7.-CHECK-IN:** Before boarding the ship all passengers and vehicles must check in latest 30 minutes for passengers and 90 minutes for passengers traveling with vehicles. For later presentation we cannot guarantee the transportation. For persons handicapped or with restricted mobility, Art 17 applies.

**8.-VEHICLES/SPECIAL CHARACTERISTICS:** Please obey the specified vehicle categories and indicate while booking your vehicle license plate number. You can find the detailed description in our brochure and in the internet - we ask you to strictly observe them.

A) Gas-driven vehicles must be registered extra with booking and embarkation.

B) Vehicle's alarm systems and anti-theft devices must be switched off on the ship. The driver is responsible that the hand brake is adducted, a gear is shifted, the lights are switched off and the vehicle is locked.

C) Delivery trucks and transport vehicles (more than 6m length), trucks and empty or charged vehicles of all kind that are foreseen for the transport of goods as well as vehicles for more than 1500 kg load are regarded as special vehicles but as freight vehicle. They must be booked separately (see point 25). At supplying information about length, width and height, we require the overall dimensions of the particular vehicles incl. all installations plus probable rear- and roof-carriers. In case of wrong information and/or non-compliance with the regulations, the carrier can cancel the ticket and automatically set it onto a waiting list. The corresponding difference in price plus 50,00€ fee is collected, even for a probably already used going-out crossing. A transport can be refused in case of a not confirmed waiting list. Trucks, delivery trucks (longer than 6 m) and vehicles with more than 1500 kg of burden are not considered as special vehicles but as freight vehicles. Those must be booked separately. Bicycles can be carried - please consider the description on page 7 and in the appropriate price lists. With reference to Article 412 and 435 of the Italian Merchant Shipping Act possible vehicle damages or other events originated from our ships must be reported before the debarkation. The passenger must claim the damage to a responsible officer, so that a damage standard form can be filled in and signed. Without this form a refund is not possible.

**9.-PETS:** Dogs and cats must be inoculated (Inoculation passport necessary). Please observe the entry regulations of the countries. Dogs must be tied on a leash and must carry a muzzle on board. On the most ships, special cabins (please book in advance) and kennel areas are available; please ask the stuff on board where you can find them. If all these kind of cabins and kennels are sold out, customers have to stay with the dog in the outdoor area of the ship. Please note: it is not allowed to leave your pets in the car or to stay inside the ship in public areas or restaurants.

**10.-CARRYING WEAPONS:** In accordance with the regulations for sea traffic D.P.R. No. 328 of 15/02/1952 Art. 384 the passenger must hand over all weapons and munitions to the ship commander on embarkation. For persons who carry weapons or munitions due to their profession (registration necessary), entry can only occur for serious reasons and after prior checking with written declaration. The nonadherence to the obligation to inform about weapon transport is punished as an infringement according to the shipping law Art. 1199, Para. 2 if no criminal offence occurs.

**11.-PASSENGER DETAILS:** In accordance with L.D. No. 251 from October 13, 1999, and in connection with EU-Instruction 98/41 from June 18, 1998 and due to anti-terrorism regulations and the ISPS Code, we

have to notify to our customers of the following: ART. 4 PASSENGERS INFORMATION - Each passenger who requires special help or assistance in emergency situations must immediately set into knowledge the transport enterprise of this fact while booking and embarkation. All passengers must provide the following information when making reservations: surname, first name, sex, nationality, age category (baby, child, adult). All changes related to the abovementioned information which may occur between the time of reservation and the crossing must be provided immediately. The personal data will only be used during the foreseen times and in conformity with the EU Instruction. The traveller is liable for observe the entrance regulations of the individual countries, e.g. for journeys to/from Corsica a passport or identity card (even for children) is required. Costs which occur due to missing travel documents will be charged from the passenger. Passengers who need help for embarkation (persons with reduced mobility or wheelchair users) are obliged to contact at least 2 hours before boarding our staff in front of the ship, so that appropriate arrangements can be prepared (parking place near the elevators, etc.).

12.-CABINS AND COACH SEATS: Passengers with reservations for cabins and coach seats must register at the ship's reception desk immediately after embarkation. 90 min. after departure, the seats or cabins not seized are passed to passengers who registered in a waiting list at the reception of the ship. Clients have to leave their cabins 1 hour prior to arrival. On board purchased cabins are calculated with an extra charge of 10,00 € to the actual valid tariff.

13.-PORT TAXES, LOCAL TAXES, SUPPLEMENTS AND SURCHARGES: Are included in the price. Surcharges and other costs won't be refunded. Changes can be made at any time up to the issuing of the ticket.

14.-SECURITY AND COSTS ISPS: In compliance to the international code ISPS related to the norms of anti-terrorism, the passengers are informed that security controls for passports, vehicles, luggage can be done at the port or on board of our vessels. The transport enterprise points out that the costs for ISPS can be increased on behalf of the port authorities also after brochure print. For your safety: during the resting period in the ports, it is recommended to observe a safety distance of 50 meters to the ships.

15.-EMBARKATION: After embarkation you cannot leave the ship, neither people nor vehicles. Please take all items necessary for the crossing out of the vehicle as the garage decks will be closed after departure and access won't be possible then. The shipping company is not liable for valuables or vehicle equipment. If the ferry has separate passenger entrances, the vehicles may only be driven into/from the garages by the drivers.

16.-DECLARATION REGARDING THE VALUE OF THE VEHICLE CARRIED ALONG: It is pointed out, that - limited to the direct material damage to the vehicle carried along that occurred during the transportation and due to the fault of the transport enterprise, differing from Art. 423 of the law on shipping - the "Moby" waives the entitlement to the compensation limit of 103,29 €, as long as all other legal and contractual conditions are fulfilled that entitle a claim to compensation for such damage. This will therefore be compensated integrally, without any upper limits. The waiver mentioned above makes the submission of a declaration concerning the value of the vehicle carried along in superfluous.

17.-PERSONS HANDICAPPED OR WITH RESTRICTED MOBILITY: The carrier accepts reservations for passengers with handicaps or restricted mobility at the same conditions as for all other passengers, yet with regard to the prescriptions contained in the European Regulation UE/1177/2010 (information about the prescriptions in this regulation, see [www.mobylines.com](http://www.mobylines.com)). Persons handicapped or with restricted mobility must communicate the carrier at state of purchase of the ticket their specific needs for accommodation for e.g. seat, the required service or the necessity of medical care to carry along as long as the need or requirement was known at this state of time. The notification can be given to the agency or the organizer of the voyage where the ticket's been purchased. The carrier supplies the information necessary for embarkation and service aboard to the passenger, hereby the time latest for the passenger to arrive at the port of departure. In case of necessity the carrier can demand the accompaniment of a person handicapped or with restricted mobility by another who can give assistance necessary to the person handicapped or with restricted mobility. This accompanist is carried for free. If a person handicapped or with restricted mobility is accompanied by an authorized guide dog, it is accommodated together with the concerned person as long as he has informed the carrier according to national prescriptions valid for the transport of authorized guide dogs on board of passenger ships. The carrier can refuse a booking or issuing a ticket or embark a person handicapped or with restricted mobility for the observance of obligations given by international, EC or national requirements for security, or to observe obligations given by commands of authorities in charge, or if got impossible embarkation or debarkation or save or concrete realizable transport due to the ships construction or equipment or the installation of the ports; this given, the carrier informs the person handicapped or with restricted mobility about the exact reasons instantaneously. On demand, these reasons are to be given in written format latest five days to the person handicapped or with restricted mobility. Given, to the person handicapped or with restricted mobility embarkation was refused although in possession of a booking or a ticket and although he has the communication required effected, he and the probable accompanist can choose between the claim on compensation and alternative transport, under reserve of respect of security requirements. The carrier is liable for damages resulting from the loss or damage of helps for mobility or any other equipment in use of person handicapped or with restricted mobility in case of the harming event was caused by guilt or negligence of the carrier or the port operator. Guilt or negligence of the carrier is to be assumed at accident on high sea. A compensation after Art. 1 corresponds to the value of the equipment at state of purchase or a probable repair. These prescriptions are not valid in case of application of Art. 4 of the European regulations (UE) No. 329/2009. The person handicapped or with

restricted mobility who needs support at embarkation as well must inform the carrier latest 48 hours before about its requirements and latest reach the port 90 min before departure.

18.-TRANSPORTATION OF PREGNANT WOMEN: From the end of the sixth month of a pregnancy without complications, women must produce a medical certificate, issued not earlier than 7 days prior to departure, confirming that the mother to be is fit to travel on a ferry. The certificate must be presented to the Officer of the vessel and, if requested, to the staff on board. In case of complications, the pregnant woman must always obtain a medical certificate, regardless of the month of gestation. However, the Captain can refuse embarkation if he believes that the pregnant woman is not fit to travel.

19.-CHILDREN AND YOUNG PEOPLE from the age of 12 up to and including 17 shall be allowed to travel alone, if a corresponding permission of a legal guardian has been submitted (the document must be in Italian language and comprise a copy of the legal guardians ID or passport) or if an adult group leader accepts responsibility. Children under the age of 12 will only be allowed to travel if accompanied by an adult. Going to Corsica, minors must present valid identification papers. The transport of children less than 4 years of age is included in the price. However, they do not have the right on a seat or a cabin bed. Children from 4 years of age to 11 inclusive may travel at a 50% discount of the passenger rate (without taxes, surcharges).

20.-VEHICLE LICENSE PLATE NO: Due to existing security regulations, ferry companies have to inform the port authorities about the vehicle license plate no. of each vehicle. Therefore passengers are obligated to indicate this with booking. In case that this wasn't done, it can be done while embarkation. It is not necessary for transits to/from Elba at this moment.

21.-LOST OBJECTS: If the passenger forgets or loses personal objects on board, he can address himself to the reception of the ship. If debarkation already has taken place, the passenger can download a standard form from Moby's Homepage and send it filled in by e-mail to [oggetti.smarriti@moby.it](mailto:oggetti.smarriti@moby.it). The corresponding department will effect investigations and inform about the result. The shipping company doesn't give refunds for objects lost or forgotten on board.

22.-MEDICAL CARE: A doctor is on board during our longer crossing, who helps in emergency or with breaking out sickness. However, s/he is not responsible for sick people, who generally require medical care during the journey (not seen regulations in Art. 17). There for a suitable person must be taken along and a doctor's certificate (not older than 48 hours) must be presented on demand. The carrier can refuse carriage if an appropriate certificate is not presented or in case of illness arising before or during embarkation. Also passengers, who can be a danger to themselves and others, e.g. through non-registered illness, under the influence of alcohol, hallucinogenic etc. can be refused to embark and/or the passenger can be made liable for all damages caused to the ship, carrier or third parties.

23.-UPDATES: We reserve the right to introduce changes to the general terms of transportation for passengers with or without vehicle, prices or departure details after the brochure has gone into print and to publish these changes on the internet under the following address [www.mobylines.com](http://www.mobylines.com).

24.-GROUPS: Moby issues particular group conditions and rates. These are gladly communicated on inquiry.

25.-FREIGHT: Trucks, delivery vehicles (longer than 6m) and vehicles with more than 1500 kg of burden or empty or loaded vehicles and any delivery vehicles, which are designated for freight transport are not considered as special vehicles but as freight vehicles. Those must be booked separately. Please send your requests by mail: [info.merci@moby.it](mailto:info.merci@moby.it) or by phone at 0039 02 57517461.

26.-PROCUREMENT CLAUSE: MOBY Lines Europe GmbH, Klingholzstr.7, 65189 Wiesbaden, Germany is merely responsible for the procurement of shipments to the transport company MOBY S.p.A. with registered office in Via Larga 26, 20122 Milano, Italy. Thus, the parties actually entering the contract are the passenger and the transport company Moby S.p.A. For shipping, only MOBY S.p.A.'s general terms of transportation for the transport of passengers with and without vehicle apply in their respective valid version. MOBY Lines Europe GmbH, Wiesbaden, Germany assumes responsibility exclusively for proper receipt and processing of the orders. MOBY Lines Europe GmbH, Wiesbaden is not liable for the execution of the transportation contract

27.-APPLICABLE LAW AND JURISDICTION: The contract for the carriage of passengers, baggage and accompanying vehicles shall be governed by and interpreted in accordance with Italian law. All disputes arising from the interpretation and/or execution of this contract shall be subject to the exclusive jurisdiction of the court at the carrier's registered headquarter. Exclusive place of jurisdiction for all disputes in regard to interpretation and/or implementation of the present contract is the place of jurisdiction of the seat of Company. Furthermore, in the case of passengers who are considered consumers under current Italian law, the court of the consumer's main residence or temporary residence will have exclusive jurisdiction if the consumer has his main residence or temporary residence in a Member State of the European Union.

28.-INSURANCE: We recommend a cancellation insurance of HanseerKur Reiseversicherung AG, bookable directly with your ferry booking or on Internet [www.mobylines.com](http://www.mobylines.com)  
Moby S.p.A., Via Larga 26, 20122 Milano, Italy  
September 2021

**If you need help, please contact our reservation center  
by email at [info@mobylines.de](mailto:info@mobylines.de)**

## OUR PORT AGENTS

**PORTOFERRAIO - MOBY** V.le Elba, 12  
**Tel: 00390 (565) 914133**

**GENOA - MOBY** c/o Terminal Traghetti  
P.le dei Traghetti Iqbal Masih 5 16126 Genova  
**Tel. 00390 (10) 2698201**

**LIVORNO - MOBY** c/o Embarkation STAZIONE  
MARITTIMA  
**Tel. 00390 (586) 899950**

**BASTIA SARL COLONNA D'ISTRIA & FILS**  
4 rue Cdt Luce de Casabianca 20200 Bastia  
**Tel. 0033 (495) 348494 – 348490**

**OLBIA - MOBY** c/o Stazione Marittima Isola  
Bianca 07026 Olbia  
**Tel. 00390 (789) 204013**

**AJACCIO – MOBY** Porte de Commerce -Mole  
Croisière Ajaccio France  
**Email [ajaccio.porto@moby.it](mailto:ajaccio.porto@moby.it)**

**PIOMBINO - MOBY** c/o Stazione Marittima  
Piazzale Premuda - 57025 Piombino  
Embarkation to Elba: **Tel. 00390 (565) 221212**  
Embarkation to Sardinia: **Tel. 00390 (565) 222300**

**S. TERESA GALLURA - MOBY** Porto di S. Teresa  
Gallura  
**Tel. 00390 (789) 751449**

**BONIFACIO GAZANO** - Port Bonifacio  
**Tel. 0033 (495) 730029**

[www.moby.com](http://www.moby.com)