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## **TRAVEL REGULATION**

**National routes**  
**SICILY – ROME**  
**SICILY – MILAN**

**National Bus Service in A.T.I.**  
**With the Society SAIS Autolinee Spa e**  
**with the Society Marino Srl**  
**SICILY – PUGLIA**



**Review. 14 – in effect on 31.07.2020.**

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## INTRODUCTION

These Travel Conditions govern the national road passenger transport service operated by Autoservizi Salemi s.r.l., VAT. 00058250812, legal head office in Marsala – Via Salemi n.97- CAP 91025 – tel. +39 0923981120 – fax +39 0923982465, e-mail: [commerciale@autoservizisalemi.it](mailto:commerciale@autoservizisalemi.it) This Travel Conditions can be consulted on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it).

**These travel conditions also apply to services operated by A.T.I. for this type of services The travel rules to which the passenger must refer are those of the carrier that performs the service.** The names of the carriers are indicated on the tickets, therefore the passenger is required to take note of it in order to recognize the vehicle on which to take seat for the trip (the service could be performed by other selected third-party carriers). The rules of this Regulation regulate the transport of passenger by Autoservizi Salemi Srl. When a ticket has been issued for a journey made by a vehicle of another carrier, the performance of the contract shall be guaranteed in compliance with the General Conditions of Carriage. The Company, among those constituting the ATI, to which the passenger will have to address any complaints, of any kind and nature, is the company that owns the bus with which the service has been insured, Irrelevant to the passenger is the fact that the ticket may have been issued by another company of the A.T.I.

The names of the carriers are indicated on the tickets, therefore the passenger is required to take note of it in order to recognize the vehicle on which to take seat for the trip (the service could be performed by other selected third-party carriers). The rules of this Regulation regulate the transport of passenger by Autoservizi Salemi Srl. When a ticket has been issued for a journey made by a vehicle of another carrier, the performance of the contract shall be guaranteed in compliance with the General Conditions of Carriage. The Company, among those constituting the ATI, to which the passenger will have to address any complaints, of any kind and nature, is the company that owns the bus with which the service has been insured, Irrelevant to the passenger is the fact that the ticket may have been issued by another company of the A.T.I.

## ART. 1 TRAVEL INFORMATION

Autoservizi Salemi srl guarantees the information about its bus services. The timetable may vary and therefore you can ask for confirmation at the time of booking. The program of operation of all lines may also be subject to reductions/intensifications/ changes in schedules during Christmas, New Year and Easter. The information shall be consulted:

- on the web site [www.autoservizisalemi.it](http://www.autoservizisalemi.it)
- in the sale points
- calling the call center at the telephone number +39 0923 981120
- by social network

It's possible to have information about È possibile ottenere informazioni relative a:

- Travel conditions
- Timetable, fare and sales promotion
- Conditions on boarding pets
- Availability of bus services (WC, Wi-Fi, sockets, USB)
- Change of the service, suppression of routes, ecc..
- Possible interruptions or delays in services
- Procedure for complaints, cancellation of the travel documents, change of the departure date.

## ART. 2 TRAVEL DOCUMENT

The passenger is entitled to the transport service by the Company only if in possession of a valid travel document issued in his name, for the route, date and time of departure indicated. Tickets are registered and cannot be transferred to third parties. No variation of the ascent and/or descent or reversal of the route is allowed.

Our tickets can be purchased through:

I nostri biglietti sono acquistabili tramite:

- authorized sales point;
- from the booking system on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it) ;
- from the APP you can download from Playstore for Android or from APP Store for IOS;
- by SISAL, upon reservation number issued by the call center +39 0923 981120.

The passenger having a free movement card issued by the Ministry of Transport (*Amaranto* and *Celeste* card) shall be entitled to the carriage service only if he has previously sent to the carrier a declaration that the journey is for the purpose of the service.

The carrier will arrange to book a seat on board the bus and to communicate it to the crew, after making sure of the availability of the seat and the date.

## 2.1. TYPE OF TRAVEL DOCUMENTS

### A) Ticket

It is the document issued by Autoservizi Salemi s.r.l., or in its name and by authorized agents, called "Passenger Ticket", including an extract of the General Conditions of Carriage. Read the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it) for other information. The ticket has the name and the VAT of the carrier, the date of issue, seat number (for reasons of force majeure or for a better organization of the service, the Management reserves the right to vary the place chosen by the user, the place and time of departure and destination of the transport, the price of the trip, the type of fare). At the time of purchase of the ticket, before completing the transaction, in the case of online purchase, the passenger is required to verify immediately the accuracy of the data contained therein, with particular reference to the name indicated, the price paid, the route, the date and time of departure, also ensuring that the rate reduction due (where applicable) and that the price paid corresponds to that shown on the ticket.

#### The ticket can be:

- in paper;
- in all the several documents attesting to the issue of an "electronic" ticket, for example, the itinerary receipt by email, the electronic coupon on a smartphone or by APP.

### B) Excess baggage

It is the document issued by Autoservizi Salemi srl, or in its name and on its behalf by authorized agents (drivers), as a receipt of payment for the transport of excess baggage over the allowance (art. 4) .

## 2.2. Validity of the travel document

The issued ticket is valid only for the day, time and travel indicated and must be show at each request of the service staff; no changes, coupons or cancellations of the tickets are allowed after the departure time, because in that case the ticket is to be considered lost.

If the passenger does not have a ticket (paper and/or electronic) he can be admitted on board, within the limit of the seats available, and the ticket will be issued by the crew without charge. The travel ticket is not valid counterfeit, not intact or otherwise rendered unreadable.

The travel document is a tax document. To request for the invoice, read item 2.4

## 2.3. Theft and loss of travel documents

Lost, stolen or damaged tickets are not refundable. In the event of loss, theft, destruction or deterioration of the previously purchased ticket, the passenger can travel on the route for which it was booked by name, after delivering to the call center the complaint to the authority or simple self-certification with a copy of the identity document attached. In any case, before the departure must be given telephone information to the call center +39 0923 981120 and, at the same time, sending a copy of the self-certification to the email: [booking@autoservizisalemi.it](mailto:booking@autoservizisalemi.it).

## 2.4. Invoice of the travel document

The ticket represents the tax receipt pursuant to Article 12 Law 30.12.1991 n. 413. The ticket issued online is already a tax receipt deductible in accounting and payment by credit card certifies the purchase.

The invoice request can only be made at the time of purchase of the ticket (requests received after the deadline can not be processed for tax reasons). The passenger during the purchase will must fill all the requested form, the section of the invoice, or the form he can download on the web site [www.autoservizisalemi.it](http://www.autoservizisalemi.it) and send it to the email [booking@autoservizisalemi.it](mailto:booking@autoservizisalemi.it); The invoice request must be accompanied by a copy of the travel document to which it relates. The invoice will be sent electronically to the SDI , PEC or to the e-mail address provided by the passenger.

## 2.5 Privacy

The personal data relating to travellers will be processed by Autoservizi Salemi srl on computer and paper, in full compliance with EU Regulation 679/2016 according to principles of transparency, relevance and not over, for purposes strictly related to the provision of the transport service. Travellers are entitled to the rights art. 15-22 of the above-mentioned Regulation, which may be exercised by contacting the telephone number +39 0923 981120, specifying to the

operator the nature of the request. Interested travellers may read the privacy policy on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it). Information about possible cancellation or delay to the departure of a regular service will be provided to passengers as set out in art. 9 of these Conditions of Carriage, provided that the passenger has made a request at the time of booking/purchase of the ticket and has provided the carrier with the data necessary to be contacted. Failure to provide such personal data will make it impossible to fulfil the information requirements to the user.

## 2.6. Change of date

If you need to posticipate the date of your travel, you can request it following ways:

### Through the portal [www.autoservizisalemi.it](http://www.autoservizisalemi.it) (it's necessary to be registered)

- higher price of the new ticket: pay the difference at the end of the exchange operation;
- lower price of the new ticket: credit of the difference in the electronic wallet to use for future travel;
- ticket cost with identical amount: complete only the exchange operation;

### Through call center Autoservizi Salemi telephone number +39 0923 981120

- higher price of the new ticket: pay the difference on board a bus;
  - for registered users on [www.autoservizisalemi.it](http://www.autoservizisalemi.it): Crediting difference in the electronic purse;
- For unregistered users: Credit difference via coupon to be reused for a future trip (valid one year after issue, not cumulative with other coupons and to be used for the purchase of tickets of equal value or higher amounts), will be sent by e-mail or sms;
- cost new ticket with identical amount: at the end of the operation will be sent an sms or e-mail of change
- For registered users on [www.autoservizisalemi.it](http://www.autoservizisalemi.it) : Crediting difference in the electronic purse;
- For unregistered users: Credit difference via coupon to be reused for a future trip (valid one year after issue, not cumulative with other coupons and to be used for the purchase of tickets of equal value or higher amounts), will be sent by e-mail or sms;
- cost new ticket with identical amount: at the end of the operation will be sent an sms or e-mail of change;

### Through authorized sellers

- higher price of the new ticket: pay the difference at the end of the operation;
- lower price of the new ticket: credit of the difference via to be reused for a future travel (valid one year after issue, not cumulative with other coupons and to be used for the purchase of tickets of equal value or higher amounts);
- cost new ticket with identical amount: at the end of the operation will be sent an sms or e-mail of change;

### On all the cases listed above it is specified that:

- If the change is made within 18 hours before the scheduled departure time there is a penalty of € 5.00
- the COUPON can only be used once, it cannot be combined with other coupons, it must be used for purchases of tickets of equal or higher value. Any unused amount will be lost.

## 2.7 Credit/Refund of the travel document

If you need to renounce the transport, you can request reimbursement or re-credit in the following ways:

### Credit for the registered users [www.autoservizisalemi.it](http://www.autoservizisalemi.it)

#### **0 - 18 hours before the departure**

- credit equal to 80% of the cost of the ticket in the e-purse to be used for a future travel.

#### **18 + hours before the departure**

- credit equal to 100% of the cost of the ticket in the e-purse to be used for a future travel

### Credit for no-registered users who purchase in the authorized sellers or via call center:

#### **0 - 18 ore hours before the departure**

- credit equal to 80% of the cost of the ticket via coupon (1 year valid) to use for a future travel

#### **18 + hours before the departure**

- credit equal to 100% of the ticket cost via **coupon** (1 year valid) to use for a future travel.

#### **We specify that:**

**For the users no-registered on [www.autoservizisalemi.it](http://www.autoservizisalemi.it) the COUPON is issued exclusively by call center contacting the telephone number +39 0923 981120. The COUPON can be used once and it cant be cumulated with other coupons; it is to be used for purchases of tickets of equal or higher value. Any unused amount will be lost.**

#### **Refund via bank transfer**

##### **0 - 48 hours before the departure**

- No refund.

##### **48 + hours before the departure**

- Refund equal to 70% of the ticket rate (via bank transfer, item 2.8)

**In the case of a request for a partial credit/refund of a round trip ticket the recognized value is calculated net of the discount applied on the AR ticket , plus penalty. The reference value of the partial route is the one-way ticket price at the reference date.**

#### **2.8 Refund of the travel document**

If the passenger waives the carriage, he may request the refund in the manner provided below. The passenger will be entitled to a refund equal to 70% of the price paid. Tickets issued with promotional offers are not refundable (except for exceptions provided for under the single promotion and published on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it)).

The request of ticket refund must be communicated at least 48 before the departure time, to the email address [booking@autoservizisalemi.it](mailto:booking@autoservizisalemi.it) filling in the downloadable form of the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it) attaching the ticket and indicating the header and the IBAN code of the bank account where to credit. No reimbursement will be made in the absence of communication of the data requested above.

Refund requests received over these terms will not be accepted; it will only be possible to request re-credit as provided for in item 2.7

Refund or crediting is not allowed for lost, damaged, already suspended for date change, time change or for securities purchased in promotion.

The refund of the ticket will be made within three months from the date of request receipt.

The carrier is not obliged to refund the part of the ticket not used because of the impossibility to continue the journey by the passenger, due to failure by the passenger to comply with the provisions of the law, or for reasons attributable to the same (for example, if he does not return to the scheduled appointment after the refreshment stop or if he has to leave the bus for personal or health reasons or if he is taken off by the crew, or by the authority for harassment or drunkenness etc)

#### **ART. 3 MINORS TRANSPORT**

The Company pays particular attention to the minors transport on board its bus.

Before purchasing the transport service it is necessary to verify the conditions under which the minor is admitted to transport on the Company's bus and in any case subject to compliance with the legal requirements. The validity of the travel authorisation declaration or accompanying declaration is limited to the individual journey (to be understood as the outward and/or return journey) outside the place of residence of the child of 14 years, with a specific destination.

##### **3.1. Child restraint system on board**

The accompanying adult is required to supervise the minor and to take every precaution for the transport of passengers aged 3 years or less, respecting any directives of the carrier's staff.

The carrier has the right to request and check the measures envisaged by the accompanying person for the carriage of the minor, and if not deemed appropriate, refuse the carriage.



The carrier has the right to request and check the measures envisaged by the accompanying person for the carriage of the minor and if not appropriate, he can refuse the carriage.

Passengers with children up to 3 years of age may only be transported (on minibuses and buses of international categories M2 and M3) in child-friendly child seats. These seats must be carried by the accompanying person and, during the journey, must be fixed at two points with the safety belts in the bus. Society Autoservizi Salemi srl assumes no responsibility for the suitability and compliance with the law of the seats brought by the accompanying persons.

Passengers over 3 years of age, however, must be transported using child restraint systems (which the bus or minibus is equipped with) for which the child's use is compatible and must be secured with child restraint systems (art. 172, paragraph 6 of the Highway Code). In the absence of a child restraint, belts shall only be used if they are compatible with the child. This provision applies only to children below kg. 36 as required by Community legislation, which limits the use of child restraints to such persons.

In the event of failure to comply with these requirements, the person who has to supervise the child in the vehicle shall be responsible. Passengers weighing up to kg. 36 and height up to mt. 1,50 travelling on buses and minibuses used as scheduled services may not be insured with child restraint systems, provided that they do not occupy a front seat and are accompanied by at least one passenger aged 16 years or over.

Passengers are obliged to comply with the obligation to use seat belts when they are seated and the vehicle is in motion, on the basis of information provided by the crew and in any case by means of signs and pictograms on board the bus. The carrier shall not be liable where passengers refuse to use seat belts or cease using them during the journey.

### 3.2 Transport of accompanied minors

Children under the age of 14 are not allowed to travel unless accompanied by an adult. Parents or guardians of minors under the age of 14 who are travelling unaccompanied by at least one of them and who wish to grant authorisation to another natural person must sign the accompanying declaration.

[https://www.poliziadistato.it/statics/31/modulo\\_dichiarazione\\_accompagnamento.pdf](https://www.poliziadistato.it/statics/31/modulo_dichiarazione_accompagnamento.pdf)

### 3.3. Unaccompanied minors

For children between the ages of 14 and 18, written permission must be granted by the parents or guardians, to be attached to the ticket. The form can be downloaded from the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it).

On national authorised routes, minors between the ages of 14 and 17 years old can only travel if in possession of the above authorisation issued by parents or guardians. The crew may request a valid identity document.

## ART. 4 BAGGAGE

### 4.1. Baggage allowance

The baggage allowance is:

- a) **carry-on baggage**: it is a small and/or particularly valuable baggage (es. smartphone, notebook, tablet, etc).
- b) **checked bag**, to be stowed in the baggage compartment (suitcase, duffle bag, trolley) not exceeding in weight and size

**Strollers** are transported free of charge as special baggage (max. 1 stroller per family) and must be folded. Folding strollers cannot be carried.

**Packages and packages shall not be carried on behalf of third parties.**

### Max baggage dimensions

The passenger is entitled to the free transport, under his own custody, of carry-on baggage of maximum dimensions of cm. 40x30x15 and of weight not exceeding kg. 5 to be placed in the appropriate hatbox inside the bus or in the appropriate compartments.

The passenger also has the right to free transport of an additional luggage of maximum size cm. 140 (length + depth + width) and weight not exceeding kg. 20.

**Only for the route SICILY - PUGLIA** you are allowed to bring 2 baggage of maximum size cm. 140 (length + depth + width)

and weight not exceeding kg. 12. The baggage is stowed in the appropriate compartment of the bus indicating clearly and readable the passenger's name, address and telephone number, the date and the route of the travel.

#### 4.2. Additional baggage

It is possible to accept additional luggage only in case of availability of space in the trunk and upon payment on board of a supplement as the rates used by the travelling staff. It is allowed to transport a bicycle only in the presence of a single luggage in addition to the bike (the bike must be disassembled in two pieces and stored in a special bag with identification of the owner, upon request with one day in advance upon departure of seat availability). The cost for the transport of the bicycle is Euro 15 to be paid directly to the staff on board the bus.

With regard to the fare for the transport of luggage in tow, in addition to the two tax-free allowances, in the presence of additional baggage, the following tariff has been prepared.

code	Type of baggage	€
M	Up to cm.100 (length + depth + width)	Euro 15,00
L	Up to cm. 140 (length + depth + width)	Euro 30,00
BICYCLE	Bicycle	Euro 15,00

- *These amounts may vary*

#### 4.3 Objects contained in the baggage

It shall be prohibited for a passenger to place in his luggage things such as, for example, dangerous and noxious goods or substances, flammable materials, explosives, radioactive or oxidizing substances, poisons and magnetic materials, containers containing oil and/or wine, malodorous and liquid articles in general and fragile materials.

The carrier isn't responsible for the contents of the passengers' baggage and shall reserve the right to claim against the contents of the baggage in the event that they cause damage to third parties and/or other baggage, and the carrier shall be called to account.

The baggage can be placed above or under other luggage and the hold is not kept or always controllable by the staff of the carrier and therefore valuables, without limitation, cash, jewelry, precious metals, keys, sunglasses and/or sight, electronic devices (laptops, tablets, smartphones, cameras), contact lenses, medicines, important documents, etc.. and items subject to compression shall be carried in hand baggage and not in hold baggage.

The carrier shall not be liable for damages in the event of a breach of the requirements.

In the event of a breach of the requirements laid down in these conditions of carriage, established at the time of departure, the carrier may legitimately refuse cargo for the safety of carriage and the safety of passengers.

#### 4.4 The responsibility of baggage

The carrier shall not be liable for damage to baggage caused by the fault of the passenger or for the particular nature of the baggage or its packaging. Except as provided by the following art. 10, Autoservizi Salemi s.r.l. is responsible - within the maximum limit of € 6,20 per kilogram or the higher figure resulting from the declaration of value of the passenger and accepted by the carrier - of the loss or damage of luggage, that the passenger proves that he has delivered it closed and that it is stored in the hold, except for the proof of release provided by law. If the passenger's baggage is not checked in, it is considered that it does not exceed the maximum permitted weight of Kg. 20.

For baggage and objects not delivered, Autoservizi Salemi s.r.l. shall not be liable for loss or damage unless the passenger proves that they were determined by cause attributable to the carrier.

There is no compensation or automatic compensation. The passenger - within the framework of the above-mentioned legislation and within the limits specified therein - will be entitled to compensation only for damages that are proven. The loss or damage shall be recorded, under penalty of forfeiture, at the time of return, in the case of loss or apparent damage, or within three days, in the case of loss or apparent damage.

If the luggage is found, the passenger will collect it at the Assistance Office, which will be communicated to him.

#### 4.5. Theft and/or loss of luggage

The passenger who has suffered the theft, loss and/or exchange of luggage placed in the trunk/hold of the bus, must make note the loss or damage to the crew on arrival at the bus stop, under penalty of forfeiture. You must contact the Company as soon as possible at number +39 0923 981120 or send an email [booking@autoservizisalemi.it](mailto:booking@autoservizisalemi.it)

#### ART. 5 BEHAVIOUR AND RESPONSABILITY OF PASSENGERS

The customer has to collaborate with the the Company for the safety of travel and the improvement of the quality of service, respecting the provisions in force for access to vehicles and facilities. The users who use the services provided the Company is obliged to conduct itself and others, based on the rules of good education and that they respect the common rules of civilized life.

On board a bus, the traveller must respect the instruction by the crew and the following rules:

- speaking or otherwise distracting the driver while he is driving the bus is forbidden;
- disturbing other passengers is forbidden;
- occupy only one seat;
- wear seat belts and other restraint devices;
- respect the cleaning of the bus and of its equipment
- don't compromise in any way the regularity and safety of travel and service.

Our buses travel on scheduled routes and are therefore linked to fixed times. The driver cannot wait for passengers who are late, therefore, it will be necessary to be present at the stop at least 15 minutes before the scheduled departure time, except when a higher advance is expressly required in high season periods. In case of absence at the time of departure, the contract of carriage will be automatically terminated, without the right of the passenger to return the amount paid.

##### 5.1. Passenger liability for damages

The passenger is liable to the Company for damage caused to the bus, its furnishings and staff of the Company; as well as for damage caused to other passengers and their belongings during transport. In case of malicious damage, Autoservizi Salemi srl reserves the right to lodge a complaint in accordance with the law and request compensation in the competent offices.

##### 5.2. Smoking/place of refresh/toilette

It is forbidden to smoke on board the bus, even with electronic devices, both in the passenger compartment and in the enclosed spaces (toilet, cabin, etc. ). Non-compliance shall give rise to the application of an administrative penalty, unless the event is more serious offence, in accordance with the criminal provisions in force. In case of a crime, the Company will report it to the judicial authority and provide the identity of the offenders.

Where buses are equipped with an on-board toilet, it shall be available to passengers. The use of the toilet is, however, provided only in cases of extreme urgency, in which case the passenger must inform the staff that will stop safely in compliance with the provisions of the road code. The carrier is not liable for any injury, damage and penalties resulting from the failure to comply with the above-mentioned rules, which will be borne by the offender, if he is of legal age, or by the person responsible for the group, if he is a minor. When travelling at night and/or with travel times longer than 6 hours, there is a (or more) stop at an equipped service area, where passengers can take advantage of the services. Passengers must scrupulously respect the duration of the stopover; unless otherwise announced by the crew, the duration of the stopover is set at 15 minutes.

At the unloading stops, passengers are not allowed to get off the bus, passengers with a different destination stop in their ticket.

#### ART.6 PET TRANSPORT

##### 6.1. Pet allowance on board

The passenger can bring with him, upon reservation, live pets, not dangerous (such as small dogs, cats and other small pets) and weighing not more than Kg. 10, obligatorily equipped with health card, with the exception of blind accompanied with guide dogs, for which Law No. 37 of 14 February 1974 states that the blind person has the right to be accompanied by his guide dog on all means of public transport, without having to pay any ticket or surcharge.

With the exception of guide dogs for blind passengers, the animals must be in a special carrier to be placed on the floor at

the place purchased. The dimensions of the carrier may not exceed cm. 30 / 30 / 40 (width / height / depth), so as not to involve hindrance to the normal passage of other passengers. The carriers must not have sharp edges, they must not be dirty and/or smelly, devoid of beaks and with the troughs not full.

## 6.2. Responsibility

The passenger shall be responsible for the supervision of the animals transported throughout the period of transport; he shall be exclusively responsible for any damage to persons and property caused by his animal.

It is never allowed to occupy the seat by placing the carrier on it; the seat remains available to the passenger only. The person who is driving the animal shall be obliged to compensate for the damage if it causes or otherwise causes damage to the bus. The detection by farm staff of non-compliance with these rules may result in the removal of the animal and the interruption of its safe journey.

In the event that the animal causes disturbance to other passengers (due to allergy problems, etc.) on the advice of the crew, the passenger, with his animal, is required to occupy other available place.

## 6.3. Transport price

The reduced dedicated rate applies to the transport of animals, subject to different tariff provisions in high season periods. The blind passenger's guide dog is not subject to the payment of any ticket.

**In compliance with the EU Regulation n. 181/2011 the Society Autoservizi Salemi s.r.l. guarantees the protection of the fundamental rights of the passenger.**

## ART. 7 NON-DISCRIMINATORY CONTRACTUAL CONDITIONS

The Society Autoservizi Salemi s.r.l. applies contractual conditions and rates of services not discriminatory either directly or indirectly, depending on the nationality of the passengers or the place of establishment of the carrier or the ticket seller in the Union.

## ART. 8 RIGHTS OF PASSENGER WITH DISABILITY AND REDUCED MOBILITY

Autoservizi Salemi s.r.l. guarantees the transport of passengers with disabilities and reduced mobility without additional charges for reservations and tickets, except for safety reasons and where the configuration of the vehicle or infrastructure does not allow that person to be transported safely or concretely; so the need for assistance of the passenger must be communicated to the Company before reservations and/or tickets are made. If the above security issues, for which the passenger in question is refused a reservation or boarding, it can be resolved by the presence of a person able to provide the necessary assistance, the passenger may request to be accompanied by a person of his choice free of charge. Such gratuity will be granted upon sending documents to the email address [booking@autoservizisalemi.it](mailto:booking@autoservizisalemi.it) attesting to 100% disability with need of continuous assistance not being able to perform daily acts of life and with impossibility to walk without the help permanent of a companion.

Compensation is also provided (equal to the cost of repair or replacement) by Autoservizi Salemi s.r.l. in case of loss or damage of mobility equipment (wheelchairs and other assistance devices) attributable to the carrier. If necessary, the carrier shall use its best endeavours to temporarily replace the lost or damaged mobility equipment.

The Society gives assistance to people with disability and with reduced mobility if:

- a) need of assistance is communicated to the carrier at least 36 hours in advance;
- b) the person with disability will be at the bus stop:
  - at about 60 minutes before the departure hour, unless the passenger and the carrier have decided other solutions;

In addition, disabled persons or persons with reduced mobility must notify the Company of the specific needs for the seat at the time of booking or advance purchase of the ticket. In the absence of this notification, the Company shall make all reasonable efforts to ensure that assistance is provided in such a way that the disabled person or person with reduced mobility can safely board the departing service, take the connecting service or get off the incoming service for which you purchased the ticket.

If the above notification has been forwarded to third parties (travel agents or tour operators), they must transmit as soon as possible, during working hours, the information to the Company to allow the latter to fulfil.

If a disabled person or person with reduced mobility, who has a reservation or a ticket, who has notified his assistance needs, is refused permission to board, and any accompanying person is entitled to such permission, the Company will give the possibility to choose between:

a) the right to reimbursement and, where applicable, free return to the first point of departure, as set out in the contract of carriage, as soon as possible; and

b) except where it is not practicable, the continuation of the journey or re-routing with reasonable alternative transport services to the destination indicated in the contract of carriage.

In the stations designated by the Ministry, the Company, within the scope of its competence, provide assistance free of charge to disabled people and with reduced mobility by providing the assistance and measures necessary to enable them.

The Company shall provide assistance on board its buses to enable disabled persons and persons with reduced mobility to obtain essential travel information in accessible formats, if required, and only on and off during the breaks of a journey if other personnel other than the driver are available on board.

## **ART. 9 RIGHTS OF PASSENGERS IN THE EVENT OF CANCELLATION OR DELAY**

### **9.1 Continuation, re-routing and reimbursement**

In the case of regular national services which the point of boarding and/or alighting is situated in the territory of a Member State in and where the expected distance of the service is equal to or greater than 250 km, the carrier expecting a regular service to be cancelled or delayed at departure from the terminal for more than 120 minutes or more than the seats available are accepted for reservation, immediately offers the passenger the choice between:

a) the continuation or the re-routing towards the destination, as soon as possible, without any burden;

b) the refund of the ticket and if possible the the free travel by bus towards the departure point.

If the carrier isn't able to offer passenger such choice, he has the right to a compensation of 50% to the ticket price (to be paid within 1 month of the request) and the 100% refund of the ticket.

The compensation of the refund will be paid within 14 days of the request delivery. The payment breaks even the total cost of the ticket and it is paid cash unless the passenger accept other form of payment.

If the bus becomes unusable during the journey, Autoservizi Salemi s.r.l. ensures or the continuation of the service with another vehicle from the place where the unusable vehicle is located or the transport from the place where the unusable vehicle is located to the appropriate waiting point and/or a station from which the journey can continue.

If a service undergoes a cancellation or delay of more than 120 minutes at departure from the bus stop, passengers are entitled to the continuation, re-routing or reimbursement of the ticket price by Autoservizi Salemi s.r.l. as indicated above.

In the case of regular services for which the expected distance of the service is less than 250 Km Autoservizi Salemi s.r.l. assumes no responsibility for delays, interruptions or missed connections due to causes not attributable to it (such as strikes, bad weather, mechanical failures, traffic, road conditions, checks by the Authority, unforeseeable circumstances and force majeure) where they are such as to make it impossible to perform.

### **9.2 Right to assistance in case of cancellation or delay**

For a journey lasting more than three hours in the event of cancellation or delay in departure from a station of more than 90 minutes, Autoservizi Salemi srl offers the passenger free of charge: a) snacks, meals and drinks depending on the waiting time or delay, which are available on the bus or in the station or can be reasonably provided; b) accommodation in a hotel or other accommodation and assistance with the organisation of transport between the station and the accommodation for one or more nights. For each passenger, Autoservizi Salemi srl can limit the cost of accommodation to € 80,00 per night and for a maximum of two nights. Particular attention shall be paid to the needs of disabled persons and persons with reduced mobility and their accompanying persons.

The carrier shall not be required to comply with the obligation set out in item b) where the cancellation or delay is due to adverse weather conditions or major natural disasters which endanger the safe operation of bus services.

### **9.3 Information right**

In case of cancellation or delay in departure of a regular service, the Company will inform passengers as soon as possible and in any case no later than thirty minutes after the scheduled departure time, and it will communicate the following departure time as soon as this information is available. If passengers miss a connecting service according to the timetable due to a cancellation or delay, the Company will make reasonable efforts to inform the passengers concerned about alternative connections.

## **ART. 10 COMPENSATION AND ASSISTANCE IN CASE OF ACCIDENT**

During the transport service, passengers are entitled to compensation for death, personal injury and loss or damage to luggage due to an accident arising from the use of the bus. For the conditions and amount of compensation, please refer

to the applicable national legislation and art. 7 of EU Regulation 181/2011. No compensation or automatic compensation is provided. The passenger – within the framework of the above mentioned legislation and within the limits provided for therein – will only be entitled to compensation for damages that are proven. Following an accident resulting from the use of the bus or coach, the carrier shall provide reasonable and proportionate assistance for the immediate practical needs of the passenger following the accident. Such assistance shall include, where necessary, accommodation, food, clothing, transport and the facilitation of first assistance. The assistance provided shall not constitute recognition of liability.

## ART. 11 INFORMATION AND COMPLAINTS

### 11.1 Travel information

Each passenger travelling on board our buses has the right to receive information for all the duration of the travel. Such information includes the rights of passengers Regulation EU 181/2011 and the necessary This information includes the rights of passengers granted to them by EU Reg. 181/2011 and the necessary data to contact the national bodies in charge of enforcement. Where possible, this information shall be provided, upon request, in accessible formats, with particular attention to the needs of disabled persons and persons with reduced mobility.

### 11.2 Advisory of disruption

For advisory we mean suggestions, remarks, proposals and other information useful for client's needs and useful to make better our services.

The advisory may be sent through

La segnalazione può essere inoltrata all'Azienda tramite i seguenti canali:

- filling the specific form on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it)
- sending via post to the address Autoservizi Salemi s.r.l. – via Salemi n.97 91025 Marsala (TP) or by email to [commerciale@autoservizisalemi.it](mailto:commerciale@autoservizisalemi.it) or via fax to +39 0923 982465.

In order to be able to respond to any reports submitted, the customer must indicate, in addition to their own generality and address, clearly the report with all the useful elements. The Company guarantees the confidentiality of personal data, as required by EU Regulation 679/2016.

### 11.3 Complaints for violation of passenger rights

A complaint is any act by which a customer (or the lawyer or consumer association that represents him) clearly identifiable disputes in writing to the Company's behavior or omission.

The Company has a system for the treatment of complaints that the passenger can submit, through the following channels:

- filling the specific form on the website [www.autoservizisalemi.it](http://www.autoservizisalemi.it)
- sending an email to: [commerciale@autoservizisalemi.it](mailto:commerciale@autoservizisalemi.it);
- contacting the telephone number +39 0923 981120.

The complaint in compliance with the Italian and European legislation about the passengers rights are to be put in exclusively for:

#### - regular services whose distance is equal or more than 250 km

- no issue of the ticket
- discriminatory conditions or fares
- no assistance to passenger
- no compliance with the obligation about the protection of disabled or with reduce mobility people
- delays, rerouting or cancellation
- information about cancellation and delays
- no assistance in case of cancellation or departure delay
- information about the travel and the right of the passenger
- no implementation of the system for the complaints
- no communication of the complaint result



**- for regular service whose distance is less than 250 km:**

- discriminatory conditions or fares
- no compliance with the obligation about the protection of disabled or with reduce mobility people
- information about the travel and the right of the passenger
- no implementation of the system for the complaints
- no communication of the complaint result

The complaint can be sent to the carrier exclusively by the passenger who has the travel document whose code shall be indicated in the complaint and transmitted within three months from the date on which the regular scheduled service was or should have been provided.

Within one month of receiving the complaint, the carrier will notify the passenger whether the complaint has been accepted, rejected or still under consideration. Within three months of receiving the complaint, the carrier shall provide the passenger with a final result. It is without prejudice, however, to the right of the passenger to apply to the national courts to obtain, in accordance with the conditions laid down by national law, compensation for damage resulting from loss as a result of cancellation or delay of regular services.

These time limits shall not apply to matters relating to compensation in the event of death, personal injury or damage to, or loss of, luggage in the event of an accident.

**Procedure for refund:**

For the request of refund it is necessary that:

- Immediately after the harmful event, the driver of the carrier involved is contacted, providing his personal details and the precise description of the damage suffered;
- Submission of a formal request to the carrier;
- The competent office will forward the file to its insurance company which, carried out the necessary assessments and reimbursement procedures, will provide direct compensation, in the manner prescribed by law.

**11.4 Second complaint to the Transport Regulatory Authority**

After having put in the complaint to the Agency and after 90 days, the passenger may present a complaint to the Transport Regulatory Authority regarding alleged violation of the passenger rights. For the services of routes of local competence (regional, communal) the complaints can be forwarded also to the local centers of the Authority that they will make from medium with the national center.

The national organism for the compliance of the Regulation of the passenger right is:  
Transport Regulatory Authority Via  
Nizza 230, 10126 Torino  
Tel. +39 011 1912550

The complaint may be sent as following:

PEC: pec@pec.autorita-trasporti.it

Email: reclami.bus@autorita-trasporti.it

Moreover, it's possible to forward the complaint online [www.autorita-trasporti.it](http://www.autorita-trasporti.it)

**ART. 12 PLACE OF PERFORMANCE AND COMPETENCE COURT**

For anything not expressly provided for by this General Conditions of Travel, please refer to the rules of the Civil Code as applicable, as well as the industry regulations.

The Company may modify and supplement these General Conditions of Carriage at any time. These updated and current General Conditions of Carriage will in any case always be available to the users at the affiliated resales and on the company website [www.autoservizisalemi.it](http://www.autoservizisalemi.it)

Marsala is the Competence Court for every controversy.