

1 INTRODUCTION

Passengers' and Snälltåget's rights and obligations are governed by the Swedish Rail Carriage Act (1985:192) and by the European Parliament and Council Regulation (EC) No. 1371/2007 on rail passengers' rights and obligations, and all applicable statutes.

In addition to the above applicable statutes these General Terms and Conditions apply to every contract concluded between a passenger and Snälltåget for the carriage of passengers on a Snälltåget train, unless otherwise agreed.

For international travel with a through ticket the conditions of the "Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by rail" (CIV) also apply. "CIV" printed on the ticket or luggage receipt means that these rules are applicable.

For a combined trip with several rail companies inside Resplus, where Snälltåget is one of the rail companies providing the transport, Resplus General Conditions for Rail Travel apply instead of these General Terms and Conditions.

These General Terms and Conditions also apply where Snälltåget uses a means of transport other than a train in order to provide the agreed carriage of passengers.

The contract terms do not apply in cases where Snälltåget only acts as a vendor of the journey and Snälltåget is not a carrier for the journey.

General Terms and Conditions may change after a passenger has completed his ticket purchase. In such a case contract terms will not be deteriorated for the passenger as a result.

The General Terms and Conditions are available on www.snalltaget.se, at Customer Services, telephone 0771-26 00 00 and through Snälltåget sales agents.

2 DEFINITIONS

"Departure": Place where the journey with Snälltåget begins under the contract of carriage.

"Destination": Place where the journey with Snälltåget ends under the contract of carriage.

"Resplus": national co-operation between several railway companies (including Snälltåget), county transport companies and other actors in the public transport sector in Sweden.

"Snälltåget": *Snälltåget i Sverige, 556401-0055*

"Ticket price": The price of the journey with Snälltåget. The ticket price does not include the booking fee and any possible supplement for ticket changes or cancellations after purchase.

3 TRANSPORT OF PASSENGERS

3.1 Obligation to provide transport

Snälltåget is obliged in exchange for a fixed ticket price to provide carriage for passengers by rail according to Snälltåget published timetables and announced changes to these timetables. This transport obligation shall apply to the extent that the passenger possesses a valid ticket and that there is room on the train, subject to the limitations set out in the timetables and to the limitations indicated in these Terms and Conditions.

3.2 Obligation to possess a valid ticket

3.2.1 Ticket Rules

Information on Snälltåget tickets and on the obligation to carry and show tickets and valid identity documents is given in Snälltåget current ticket rules on www.snalltaget.se.

3.2.2 Possession of a ticket

At the first ticket control, passengers must, without request, provide train staff the information they need to verify that the

passenger holds a valid ticket. Passengers must also respond to train staff requests on subsequent ticket controls.

A passenger who does not have a ticket when the journey begins, must immediately contact on-board train staff, stating that he/she has no ticket.

A passenger who cannot demonstrate that he/she holds a valid ticket and/or a valid identity document, must buy a ticket for the price that applies to ticket purchase on board trains.

The ticket must be retained by the passenger throughout the entire journey. As long as the passenger is on the train he/she must be able to produce a valid ticket for the entire distance travelled.

3.2.3 Valid ticket

A ticket that has been issued to a specifically named passenger is personal and is valid only for that passenger, on presentation of a valid identification document. If the passenger is unable to produce such an identification document, the passenger shall be deemed not to have a valid ticket.

A ticket that has been altered without authorisation is invalid and shall be confiscated by the train staff.

3.2.4 Inspection fees

A passenger without a valid ticket and who at the first ticket control does not indicate that he/she has no ticket, or otherwise attempts to evade paying the appropriate fare for the train journey, is liable to pay an inspection fee of 800 SEK and the fare for the train journey.

3.3 Exceptions to the transport obligations

A passenger loses his right to transport and should leave the train at the earliest possibility or be denied access to the train if the train staff considers that:

- a) the passenger poses a threat or may pose a threat to rail safety;
- b) the passenger appears to be intoxicated and is disturbing public order or for any other

reason is disturbing other passengers in an unacceptable manner;

c) the passenger fails to comply with train staff's instructions;

d) the passenger has no valid identity document;

e) the passenger has brought along hand luggage or animals that may not be carried on board in accordance with Sections 4 to 6.

A passenger who has been refused carriage pursuant to sections 3.3 a) to d) above, has no right to compensation for a paid ticket. A passenger who has been refused carriage pursuant to section 3.3 e) above is entitled to a refund of the fare paid, or if the journey has begun, to a refund of the difference between the fare paid and the fare for the distance that the passenger has already travelled.

Snälltåget has the right to immediately disembark a passenger at the next station, if the person does not have a valid ticket in accordance with section 3.2.

3.4 Liability for obligation to provide carriage

Snälltåget's liability for damages when Snälltåget has failed to fulfill its obligation to provide carriage is indicated in the Rail Carriage Act.

4 LUGGAGE

The passenger is personally responsible for his own luggage. The passenger is required to supervise his luggage, whether or not it can be seen directly from his seat.

Snälltåget is not responsible for lost or damaged luggage.

4.1 Hand luggage

The passenger has the right to take objects (hand luggage) which can easily be carried by the passenger at any one time and which can be carried as hand luggage on and off the train.

Hand luggage must not contain

a) hazardous goods, such as explosives and inflammable objects and liquids, toxic, infectious or corrosive substances;
b) firearms, unless the bolt or other vital component is removed and stored separately from the weapon, which must be stored in a case, or
c) objects that may cause discomfort or inconvenience (eg, strong odours) to other passengers.

4.2 Collapsible baby-carriages (strollers)

For reasons of space, children's strollers must be carried on and off the trains and kept throughout the journey in the folded position.

4.3 Bicycles

Bicycles can be for reasons of space are not transported by Snälltåget.

4.4 Skis

Skis in special carriers or packaging can be transported as hand luggage, subject to available space.

4.5 Wheelchairs

A Passenger in a wheelchair should contact Customer Services 0771-26 00 00 before booking a ticket to ensure that the wheelchair (considering its height, width and weight) can be carried on the train.

4.6 Lost and found

Snälltåget looks after lost property. If no enquiry is made about an article within three months of it being found, it will be donated or discarded. Perishable goods are disposed of at the discretion of Snälltåget staff. Enquiries about lost property should be made to Customer Services on 0771-26 00 00.

An administrative fee is charged for retrieval of lost property.

5 LUGGAGE COACH

On some trains/routes there is a luggage coach. Carriage of goods in the luggage coach in return for payment is only available to passengers who have entered into a contract for carriage over the corresponding distance.

Registration (check in) of goods is in return for a receipt. Goods must be marked with name and phone number on registration. Snälltåget will return goods on presentation of a receipt. If a person reclaiming goods cannot produce a receipt Snälltåget may still return the goods if the person can show that he/she is entitled to the goods.

There is a charge for luggage carried in the luggage coach.

Snälltåget's responsibility for goods carried in the luggage coach is governed by the Swedish Rail Carriage Act.

6 TRAVELLING WITH ANIMALS

One (1) pet, such as dogs and cats, can be carried free of charge in specially designated spaces in the train. Animals are not carried in any other part of the train, outside these specially designated spaces. Therefore when travelling with animals, passengers must pre-book a ticket on which it is indicated that the reserved seats are in an "Animals allowed" section.

Animals should be placed on the floor. Small pets in cages may be placed on seats that have been reserved for them.

Guide dogs for personal assistance to visually impaired passengers are carried for free anywhere on the train.

7 PASSENGERS WITH SPECIAL NEEDS

7.1 Information on accessibility

Snälltåget website www.snalltaget.se gives information, amongst others, about

- the conditions for boarding and alighting from trains;
- the accessibility of trains, and
- the aid facilities available in the trains.

This information is also provided by Customer Services on 0771-26 00 00.

Passengers with a functional disability are advised, before buying a ticket, to contact Customer Services on 0771-26 00 00 for information about the conditions for travel from/to the relevant stations and with the available trains.

7.2 Assistance and Support

Snälltåget also provides, free of charge

- assistance in boarding alighting trains,
- assistance to persons with disabilities so that they shall be offered the same service as other passengers on the train.

Assistance and support as described above must be pre-ordered at least 24 hours before departure. If the passenger with a disability does not pre-book assistance or support, Snälltåget cannot guarantee that a disabled person can get on and off the train and utilise Snälltåget services on board.

7.3 Allergy

The train's dining car has a wide range to also cater to different types of allergies.

8 REGULATIONS

8.1 Smoking

Smoking is prohibited on all trains.

8.2 Alcoholic Beverages

It is not allowed to drink alcoholic beverages that passengers have brought on board. This does not apply if passengers are in the same group and have booked a private couchette compartment.

8.3 Noise level

Conversational tone, sound from equipment such as radio, CD/ DVD players, cell phones, etc. should be kept at a level so as not to disturb other passengers. Between 22.00 and 07.00 hours passengers must be quiet enough to allow other passengers to sleep.

8.4 Safety Precautions

Passengers must not get on or off a train which is in motion. Passengers must not open carriage doors when a train is in motion.

Boarding and alighting is only allowed when the train is standing at the platform.

It is forbidden to enter the train track area except in places where it is clearly indicated that the public has access, such as by signage.

Level crossings must not be entered when the safety barrier is lowered, or is being lowered or raised, when the warning bell rings, when the stop signal is showing or if a train is approaching.

9 DELAYS, MISSED CONNECTIONS AND CANCELLATIONS

9.1 Delay of more than 60 minutes at destination

If it is reasonably probable that the arrival at the final destination designated in the transport contract will be delayed by more than 60 minutes, the passenger must immediately be offered a choice of the following:

- a) to continue to travel to their final destination.
- b) re-imburement of the full ticket price, under the conditions that it was paid for, for the part or parts of the journey not made and for the part or parts already made if the trip has become meaningless in view of the passenger's original travel plans.
- c) re-booking to their final destination at a later date at the passenger's convenience and under comparable transport conditions as with Snälltåget.

9.2 Obligation to provide assistance in case of delay of more than 60 minutes

In case of delay of more than 60 minutes to the passenger's destination Snälltåget will offer free of charge:

- a) Refreshments and snacks, to the extent they are available on the train, in reasonable proportion to waiting time.
- b) hotel or other accommodation, and if necessary transport between the railway station and place of accommodation, when an

interruption of one or more nights, or an additional stay becomes necessary, where and when physically possible.
c) transport from train to train station, to an alternative departure point or to the final destination if the train is stuck on the tracks, where and when physically possible.

If the journey must be cancelled Snälltåget must as soon as possible arrange for alternative transport for passengers.

If the train has been delayed and the delay led to a missed connection, Snälltåget staff, on passenger's request, shall provide written confirmation that the train was delayed.

9.3 The right to reimbursement of the ticket price for a passenger who is delayed

A passenger who is more than 60 minutes late to their destination under the transport contract is entitled to compensation as described below. However, this does not apply to those who have been compensated in accordance with section 9.1 above.

9.3.1 Delay of 60-119 minutes

25 % of the ticket price in cash.

9.3.2 Delay of 120 minutes or more

50 % of the ticket price in cash.

9.4 Limitations of Snälltåget liability

9.4.1 Circumstances involving extinction of liability

A passenger is not entitled to assistance or compensation if he is informed of a delay prior to ticket purchase.

Snälltåget is also free from liability if the delay, missed connecting trains, buses or ferries or cancellations due to the fault or neglect of the passenger.

9.4.2 The passenger has refused the proposed alternatives

Snälltåget pays no compensation for a passenger's expenses if the passenger has refused Snälltåget offers of other transport connections, hotel rooms or other accommodation, meals or refreshments.

If Snälltåget has not made an offer of meals and accommodation passengers are compensated for reasonable additional expenses for meals and accommodation, and if necessary, for transfer to a place of accommodation. If Snälltåget offered free meals, accommodation and transport according to paragraph 9.2 it does not grant compensation for these costs. A passenger is never entitled to compensation from Snälltåget for travel by another means of transport that the passenger has personally arranged in replacement of a delayed or cancelled train journey.

9.4.3 Connections outside the transport contract

Snälltåget's liability extends only up to the journey's destination as indicated in the passenger transport contract with Snälltåget.

Connecting journeys from destinations with tickets purchased separately, such as boat, aeroplane or bus tickets are not compensated for.

9.4.4 Payment threshold

No compensation will be paid if the amount due is less than 4 EUR per person.

9.4.5 Exhaustive Regulation

Unless stated otherwise in the Rail Carriage Act or other binding regulations, a passenger is not entitled to demand further compensation from Snälltåget – for example for loss of earnings or other financial loss - for delays, missed connections or cancellations other than that which is stated in this section 9.

9.5 Requests for compensation

Passengers must as soon as possible, but no later than two (2) months after the event, apply for compensation through the web-form on www.snalltaget.se or by letter to Customer Services at the following address: Snälltåget, Norra Vallgatan 34, S-211 25 MALMÖ, Sweden

The following information is required for a claim:

- Booking Number
- First and last name
- Address
- Bank, clearing and account number if a cash payment is desired
- Train, date, journey (boarding and alighting stations)

9.6 Payment of compensation

Compensation shall be paid within a month after a claim.

10 Snälltåget's liability for damages

10.1 Liability for personal injury and damage to property

Snälltåget's liability when a passenger is injured or killed (personal injury) and its liability for damages to passenger's hand luggage and other personal belongings (damage to property) are governed by the Rail Carriage Act. According to the the law Snälltåget is strictly responsible for personal injury to a passenger suffered as a result of railway operations while he is on or entering or exiting a railway vehicle. The same is valid for damage to passenger's property which arises together with personal injury.

Where damage to property occurs without personal injury, Snälltåget is liable for damages only if Snälltåget caused the damages (through fault or neglect).

10.2 Limitations of liability for damage

The liability for damage to property is limited to one-half the "base amount", unless Snälltåget caused the damage intentionally or through gross negligence.

Snälltåget is not liable for the damage that a passenger may suffer through his own neglect of the train departure time, or through him taking a place in the wrong train or carriage, or because he did not get off the train at his destination or transfer station.

If the passenger can demonstrate that his actions resulted from incorrect information provided by Snälltåget staff, inaccuracies in

Snälltåget timetables, tickets or signage, then he is entitled to the same compensation.

10.3 Notification of damage

Personal and / or property damage, or any other circumstance for which a passenger wishes to claim compensation from Snälltåget, should if possible, already be reported to train staff on board the train.

10.4 Submission of claims

Passengers should submit claims for compensation within three (3) months after the event which gives a right to compensation

Snälltåget shall answer a passenger's claim within one month.

11 COMPLAINTS, ETC

11.1 Presentation of claims

Passengers should first contact the train staff to settle any claims for compensation on board the train.

If the train staff is unable to handle the claim the passenger can make a complaint by letter to Customer Services or via a web-form on www.snalltaget.se.

Agreement on compensation between the passenger and the train staff or other authorised personnel of Snälltåget shall be recorded on the ticket or otherwise in writing. If a record has not been made, then the party wishing to assert the existence of a settlement must prove its existence and contents.

10.2 Handling of claims

Snälltåget handles complaints where Snälltåget General Terms and Conditions apply. Other complaints, where Snälltåget acted as a vendor will be forwarded to the appropriate transport carriers.