

General Conditions of Sale and Carriage
Trenitalia France

From 24 July 2023

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GENERAL PROVISIONS

Trenitalia France is a simplified joint stock company with a sole shareholder, with a share capital of €1,500,000, registered in the Trade and Companies Register of Paris under number 520 287 004 having its registered office at 185, rue de Bercy, Paris (75012), FRANCE. Trenitalia France is a company in the *Ferrovie dello Stato italiane* Group. Trenitalia France is a licensed railway company holding a safety certificate in France permitting it to operate French railway lines to provide passenger transport services between France and Italy. Trenitalia France also has partnerships with other railway companies in order to operate other railway networks.

These general conditions establish the general rules applicable to the contractual relationship between the passenger and Trenitalia France, from the moment of placing the order for a transport service until arrival at the destination.

These Terms and Conditions apply:

- for the sale of transport services operated by Trenitalia France, and for the sale by Trenitalia France, in the name and on behalf of Trenitalia S.p.A., of transport services operated by the latter;

- for the transport of services operated by Trenitalia France.

In the event that Trenitalia France issues tickets in the name and on behalf of Trenitalia S.p.A, only the provisions of Titles 2 and 3 of the GCS shall apply.

Other products or tickets (Trenitalia Pass or tickets for other trains operating solely on Italian territory) are governed by the General Conditions of Sale and Carriage of Trenitalia S.p.A. These conditions are in Italian and can be consulted for information using the following link:

https://www.trenitalia.com/it/informazioni/condizioni_generali_ditransporto.html

The general conditions are available on the www.trenitalia.com website in French, English, and Italian, and from our distribution partners.

The general conditions applicable to the contract are those published at the time of purchase of the transport service. Both the person in charge of the purchase and the passengers acknowledge having read these terms and conditions before making a reservation and boarding any trains operated by Trenitalia France.

If one or more provisions contained within these terms and conditions are invalid or unable to be enforced, this will not affect the validity or enforceability of the remaining terms.

These conditions are valid from 24 July 2023.

DEFINITIONS

- **Carriage contract:** refers to the contract by which Trenitalia France undertakes, subject to the prior payment of the price of the trip, to transport the passenger and their luggage to their destination. This shall be in accordance with the conditions defined by said transport contract.

This is confirmed by the issue of a ticket in any format. This ticket is proof that the contract of carriage has been entered into and of the contract of carriage terms unless the contrary is proved.

The transport contract concluded between Trenitalia France and the passenger is governed by:

- the data appearing on the ticket,
- these general conditions of sale and carriage, including their appendices;
- Regulation (EU) 2021/782 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 29 April 2021 governing rail passengers' rights and obligations (reworking), known as the "Passenger Regulation".

These items constitute the entirety of the terms applicable to the contract entered into with Trenitalia France.

No Trenitalia France employee or service provider is authorised to make any declaration whatsoever which could affect the terms of this contract. Any declaration that would contravene the provisions of the contract is declared null and void and shall be unenforceable against Trenitalia France.

Principle of separate contracts:

Trenitalia France sells tickets for journeys organised by other carriers. These are separate contracts. These different contracts of carriage, which may appear on the same or several tickets, are legally considered to be separate.

The general conditions applicable to each contract of carriage are those of the carrier, the company on behalf of which carriage is undertaken. Trenitalia France does not assume any liability of any kind or in any capacity whatsoever resulting from another contract of carriage.

In particular, the passenger is informed that in the event of a missed connection or delay, they shall not be entitled to any compensation based on the total length of the journey. Compensation is only payable for the portion of the journey (operated by the rail company) at the origin of this incident.

When a single ticket is issued:

A single ticket means the ticket used for long distance journeys operated by a single railway company or a 100% subsidiary.

Trenitalia France may offer for sale, on its various direct selling mediums, transport tickets for organised journeys in connection with a train belonging to the Trenitalia S.p.A carrier. This shall be within the framework of a single commercial transaction and the connection times between each part of the trip must be reasonable. This will be known as a single ticket. In this case, the rules relating to single tickets apply for the carriers concerned, in particular in the event of a missed connection, breach, or delay.

Different segments of a journey can be represented on a Trenitalia France ticket, a PNR, or a single reference code. In principle, this ticket represents a single contract of carriage for all journey segments it represents. If this is not the case, and these segments do not form part of this single contract of carriage, it will be indicated on the ticket, or any other document sent to the passenger that the said tickets are governed by separate contracts of carriage.

The rules relating to single tickets do not apply if the passenger arranges their own connecting journeys and does not use the routes offered by the carrier.

- **Person responsible for the purchase:** the person responsible for placing the order for the transport service. This person does not have to travel.

- **Ticket:** confirms the existence of a valid contract of carriage between Trenitalia France and the passenger. It shows the essential elements of the transport service agreed with Trenitalia France, notably the route and the price as well as the travel class (Standard, Business, Executive), and the ticket reference (PNR).

There are different types of tickets. The ticket can be in paper or digital format. All tickets have a PNR reference number, in the event of a "Ticketless" reservation. In the "ticketless" system, the journey information is given in the booking confirmation.

A seat on board is allocated to passengers that are able to provide entitlement to transport according to the nature and conditions of the journey and in accordance with the requirements specified by the passenger and confirmed either by email, or by the issue of a paper ticket or receipt if the ticket is purchased on board (in the event of payments subject to a penalty or fixed fee). Seats are allocated subject to seat availability and do not include instances where a penalty has been issued. See Appendix.

If the order is placed on the www.trenitalia.com website, the reservation is confirmed by email at the time of booking. This is sent to the address given by the person making the purchase. Where necessary, this person is responsible for providing the other passengers involved with the details of the journey.

This email, which represents confirmation of the journey, notably states:

- the reservation reference (or PNR): (See definition below),
- the carriage numbers and seat(s) allocated, required for boarding Trenitalia France trains;
- the identity of each passenger as it is a named ticket;
- the details of the journey to be undertaken: route, timetables, conditions, and price category.

. All Trenitalia France trains require mandatory reservations.

- **Reference number or PNR** is the reference number for the reservation, It is required to board the train and is composed of an alphanumeric 6-character code.

- **Customer account** - this may be set up online using the www.trenitalia.com website and enables customers to benefit from additional services or find their reservation. The creation of the Customer Account is optional, a person can use the website and buy a transport ticket without setting up an account.

PART 1 - GENERAL CONDITIONS OF SALE**TITLE 1 – GENERAL CONDITIONS OF SALE FOR TRENITALIA FRANCE TICKETS****Chapter 1 - Terms and conditions of purchase****Article 1 - Principles**

The purchase of transport services from Trenitalia France may be made through Trenitalia France sales channels (website, mobile application, ticket office, self-service ticket machine), Trenitalia S.p.A, other railway companies, or other partners with which Trenitalia France has sales agreements.

In this case:

- the terms and conditions for the purchase of Trenitalia France transport services through Trenitalia sales channels are governed by Trenitalia general conditions of sale which are available in their own means of publication;
- those of other transport companies or partners are governed by their own general conditions of sale which are available in their own means of publication.

However, the fare rules, and the transport services supplied by Trenitalia France are governed by these general conditions of sale.

If the general conditions of sale of the company making the sale include fare rules and services which differ from those defined in the Trenitalia General Conditions of Sale, they are only binding on that company. Trenitalia France will exclusively apply its own General Conditions. The company that made the sale should be informed of any discrepancy.

The terms and conditions for the purchase of Trenitalia France transport services directly through Trenitalia France sales channels are governed by these General Conditions of Sale.

In any event, and irrespective of the purchase channel, the conditions of carriage which apply to the Trenitalia France contract of carriage are the Trenitalia France General Conditions of Carriage (Part 2).

Article 2 - Ticket sales

2.1 With regard to Trenitalia France direct sales channels, Trenitalia France tickets can be purchased on the www.trenitalia.com website, on the App, at Trenitalia France ticket offices, and from our self-service ticket machines.

Unless specific provisions apply, tickets may be purchased no earlier than 6 months prior to the date of travel. At the time the ticket is ordered, the passenger or person responsible for the purchase must check that the ticket reflects the information they have provided (dates, timetable, destination) and that they are entitled to any reduction claimed.

The passenger cannot claim a reduction after the ticket has been purchased.

2.3 The order confirmation email and transport ticket serve as proof of purchase.

Article 3 – Travel by minors

3.1. On domestic journeys (Origin-Destination in France), minors under the age of 12 are not authorised to travel alone (unaccompanied by a competent adult) on board Trenitalia France trains.

On international journeys (Origin-Destination between France and Italy), minors under the age of 15 are not authorised to travel alone (unaccompanied by a competent adult) on board Trenitalia France trains.

3.2 Trenitalia France does not offer an unaccompanied minors service.

Minors, who cannot travel alone under the aforementioned conditions, must be accompanied by a competent adult.

3.3 Minors shall remain the responsibility of their parents or legal guardian at all times. Such parties are responsible for checking that they are able to undertake the proposed journey in complete safety.

3.4 The travel conditions for minors shall be independent from the application of any child pricing/reduction. Passengers should check the applicable conditions for each of these topics.

Article 4 - Payment of orders**4.1 Payment methods**

The payment methods accepted by each of the Trenitalia France direct points of sale are stated at each point of sale and on the www.trenitalia.com website. The payment methods accepted by the self-service terminals are stated on each machine.

Tickets may also be paid for using a *Carta Regalo* (see terms and conditions of use at <https://www.trenitalia.com/trenitalia-france/paris-lyon-milan/carte-cadeau-.html>), or a voucher. Please refer to specific conditions on each voucher or in the related Appendices.

Trenitalia.com uses 3D Secure payment for on-line train ticket purchase transactions.

Trenitalia France uses a PCI-DSS certified payment solution for the sale of tickets on www.trenitalia.com. The payment transaction is therefore secure and guarantees the confidentiality of the passenger's banking data. There is no financial surcharge for using our on-line payment system.

4.2 Discount voucher

When ordering, the buyer may also be asked to enter the reference number of a discount voucher. Please refer to specific conditions on each voucher or in the related Appendices.

4.3 Right of withdrawal

Pursuant to the provisions of the Consumer Code, the person responsible for the reservation is not entitled to any right of withdrawal after purchase.

Chapter 2 – Loss, exchange, or refunds before the train departs**Article 5 - Loss of a ticket purchased through sales channels other than those of Trenitalia France**

The conditions for managing the loss of a Trenitalia France ticket purchased from Trenitalia France's partners are set out in their own general conditions of sale available in their own publication media. If the general conditions of sale of the company making the sale include conditions relating to management, fare rules, and services which differ to those defined in the General Conditions of Trenitalia France, such conditions are only binding on that company. Trenitalia France will exclusively apply its own General Conditions. The company that made the sale should be informed of any discrepancy.

In all cases, passengers who have lost or forgotten their Trenitalia France ticket purchased through a partner distribution channel of Trenitalia France must directly contact the point of sale which issued the ticket. If the passenger is unable to present a valid ticket, they will be required to pay for a new ticket in order to travel. The passenger will therefore not be entitled to any compensation from Trenitalia France.

Article 6 - Loss of the reference number for a reservation purchased via Trenitalia France's own sales channels

A passenger who loses or forgets their PNR (Passenger Name Record) number, coach number or seat number may obtain confirmation of this information from the

Trenitalia France customer service department or from our customer assistance officers at railway stations.

If the passenger does not know their PNR number, coach number and seat number, they will not be allowed to board the train and will have to buy a new ticket if they wish to travel. The passenger cannot claim any compensation in this regard.

Article 7 - Loss of a paper ticket

Trenitalia France will not replace a paper ticket if it is lost, stolen, or forgotten. In this case the passenger must buy a new ticket if they wish to travel.

Article 8 – Exchange or refund of tickets

Modification: Changes to tickets may relate to the time, date, as well as the Origin/Destination or comfort class of the train.

Exchange: Applicable changes only apply to the train schedule and/or date.

Trenitalia France tickets can be modified or exchanged in accordance with the conditions which apply to the fare chosen. See Appendices relating to Fares.

8.2 Tickets are refundable if they are cancelled before departure for the passenger's convenience, in accordance with the conditions which apply to the fare chosen. The passenger should check the fare conditions which apply to the use of their ticket at the time of purchase. The conditions for refund, applicable in accordance with the fare offer chosen, are set out in the fares Appendix.

The request for a ticket refund covers the whole ticket. No partial refunds will be granted in relation to a ticket.

8.3 The request for a modification, exchange, and/or refund should be made at the point of sale which issued the ticket.

Where the purchase was made on the www.trenitalia.com website, a refund is made in principle by crediting the bank card used to make the initial payment within the following periods:

- if the request is made directly on the "my reservations" area available on the www.trenitalia.com website, the refund will be made using the payment method used for the purchase. The refund periods vary depending on the customer's bank.;
- if the request is made through the other forms available on the website www.trenitalia.com, the refund will be made within a maximum of 1 month of the request being made.

If the purchase was made at a Trenitalia France ticket office, the request for a refund must be made at the ticket office or via the contact form available on the www.trenitalia.com website. The refund will be made in accordance with the payment method used, without prejudice to compliance with Article 20 of the General Conditions of Carriage which can be found below.

A ticket paid for in cash at the Ticket Office will be refunded in cash if the customer goes to the Ticket Office, or by bank transfer if the customer makes a request via the contact form. For a purchase of more than 200 Euros in cash, or in the event of a lack of available cash at the Ticket Office, reimbursement will be made by bank transfer.

A ticket purchased on the www.trenitalia.com website with a voucher will be refunded by voucher.

In the event that several payment methods are used, the refund will be made according to these different payment methods.

Requests for modification, exchange or refund of tickets purchased in distribution channels other than Trenitalia France direct sales channels must be addressed exclusively to the point of sale that issued the ticket. Trenitalia France will not be able to process these requests.

8.4 Threshold for the refund of a ticket

In the case of a cancellation request, no refund will be granted if, after application of the deduction, the amount of the refund payable is equal to or less than €8.

Article 9 – Amending the passenger's identity

Irrespective of whether the ticket can be amended or exchanged, the identity of the passenger(s) stated on a named ticket can be amended, without additional costs, up to the train's departure date.

Chapter 3 - Fare rules and services provided

Section 1 - Transport service

Article 10 - Principles

The fares for each type of transport offered, and the services provided and travel class, are displayed on www.trenitalia.com. They are given in euros and are inclusive of tax.

The transport service includes the option for the passenger to travel with luggage and/or pets strictly in compliance with the descriptions set out in Part 2 which relate to the General Conditions of Carriage.

Luggage is the owner's responsibility. Luggage must be managed independently by the owner, who must bring it aboard, and carry and store it on board Trenitalia France trains. Trenitalia France accepts no responsibility in the event of a luggage-related incident.

For further information regarding items which are lost or found on board Trenitalia France trains, please see our dedicated page at www.trenitalia.com.

10.1 Seat allocation

Passengers who reserve together may be allocated separate seats due to operational reasons or availability.

In the unlikely event that a child is allocated a seat which is separate from an adult with whom the child is travelling, Trenitalia France undertakes to reorganise the seats on board so that the child may effectively travel with the accompanying adult.

Article 11 - Reductions

The person responsible for purchasing the ticket shall ensure that the conditions justifying the allocation of a reduced fare ticket are satisfied when making the purchase, irrespective of the purchase channel used.

11.1 Children's fares

Under certain conditions, children can benefit from preferential rates. See Appendix.

The age of the child looking to benefit from a preferential rate will be assessed on the date of purchase of the ticket. A document proving the child's age may be requested on board and payment may be required in the absence of such evidence.

In the event that a child is not eligible to benefit from the reduced fare purchased, the adult passenger, responsible for the child travelling without a valid ticket, shall rectify the situation.

11.2 Group discounts

Under certain conditions, groups can benefit from preferential rates. See Appendix.

These rates are not available online. Groups can also benefit from a purchase option when booking. It is available exclusively at one of the Trenitalia France, Trenitalia, or uffici gruppi ticket offices, as well as in agencies contracted with Trenitalia (worldwide).

In the event that the conditions for obtaining the specific fare purchased are not fulfilled, the passengers will be travelling without a valid ticket and will be required to rectify their situation (See Part 2).

The organiser of the journey shall be the sole point of contact for all requests for modification, cancellation, and

compensation. The travel organiser shall cooperate with the passengers to collect the amounts payable and distribute refunds or compensation where applicable. Trenitalia will not reply individually to each passenger but will process the PNR associated with each Group reservation.

11.3 Fares for a travelling companion of a person with reduced mobility holding a legally valid disability card

The travelling companion of a person with reduced mobility, holding an official document confirming the disability, may, under certain conditions, benefit from preferential rates. See Appendix.

This concerns the travelling companion of a person with reduced mobility (who should be the holder of an official document attesting to their disability).

The specific fare conditions are only valid for a single travelling companion, who must accompany the disabled person on the same journey and in the same comfort class.

Official proof of disability is required on board to allow the travelling companion to benefit from the reduction. A travelling companion who fails to produce such a document will be travelling without a valid ticket and will be required to make appropriate payment (see Part 2).

11.4 Other reduced fares

Trenitalia France reserves the right to create new reduced fares reserved for specific categories of passengers. These passengers must be able to prove that they are eligible for the reduction by presenting the required evidence at the time of purchase and on board the train. New fares will be added to the Appendix on fares when they are created.

11.5 No subscription is valid on Trenitalia France trains.

Section 2 - Ancillary transport services

Article 12 - Transportation of pets

Under the conditions defined below, only pets are allowed on board. It is strictly prohibited to bring venomous or dangerous animals on board.

The animal travels under the entire responsibility of the passenger, who shall look after and supervise the animal and ensure that it does not disturb other passengers. The passenger will be held entirely liable for any damage caused by the animal.

Dogs must be kept on a lead and muzzled.

Animals weighing over 5kg are strictly prohibited in catering areas and in the Silenzio, Executive, and Sala Meeting areas. They are only allowed in Allegro Standard or Business areas.

Trenitalia France only accepts 1 pet per passenger providing that the conditions set out below are adhered to.

12.1 Transportation of small pets

A pet weighing less than 5kg may travel free of charge and does not require a reservation. However, the pet must travel in a bag, basket, or standard-sized cage, which respects permitted size for luggage (80 x 50 x 31).

The bag, basket, or cage which accommodates the animal during the journey forms part of the luggage allowance described in Article 13.

12.2 Transportation of large dogs

Large dogs (weighing between 5 and 50kg) may be accepted on trains subject to payment for the chosen option (See Appendix) when the ticket is purchased (at the ticket office or on-line).

In the event of a fare violation on board, the conditions applied will be the same as those applied for a Serenità Fare (See Appendix).

On board, dogs should be kept on a lead and muzzled.

In the event that the animal's owner refuses to pay the price to rectify the fare violation on board, the owner shall be deemed to be travelling without a valid ticket (see Part 2).

12.3 General Provisions

Tickets can be purchased online, at Self-Service Terminals, or at the Ticket Office.

If this has not been done, the person responsible for the animal shall pay the on-board crew by credit card or in cash (see [Trenitalia.com](https://www.trenitalia.com) for fares).

The animal must not be left alone during the journey.

Pets which do not satisfy the above criteria or are transported in circumstances which do not meet the above requirements are not permitted on Trenitalia France trains. No refund or compensation will be payable by Trenitalia France in these circumstances.

In order to travel, animals must possess the necessary documents to enter and remain in France and Italy. The person responsible for the animal must be able to present these documents when requested to do so by the crew or the competent authorities.

For everybody's well-being, passengers must ensure that other passengers are not disturbed by the animal's presence. If a passenger objects to the presence of the animal, a crew member will move the passenger and their animal to a different seat on the train. In these circumstances, the passenger may be downgraded to a travel class below that originally purchased. Upon request, Trenitalia France will refund the customer the difference in fare associated with the downgrade.

The above conditions do not apply to guide dogs accompanying blind or partially sighted persons, persons with reduced mobility or disabled persons. Guide dogs travel free of charge and do not require a reservation.

Article 13 - Luggage

Each passenger may bring a maximum of 2 items of luggage and 1 item of hand luggage, provided that they can:

- carry their luggage unaided and without difficulty,
- place it in the areas provided for this purpose or on the overhead luggage racks unaided and without difficulty.

The maximum permitted size for the 2 items of luggage is 80cm (height) x 50cm (width) x 31cm (depth), including pockets, wheels, and handles.

As an exception, skis/surfboards/snowboards and pushchairs may be brought on one of the two items of luggage permitted provided the following conditions are complied with:

- Maximum of 1 pair of skis or 1 surfboard or 1 snowboard or 1 pushchair per passenger,
- In a closed bag,
- Maximum authorised size: 2m in length

The pair of skis, snowboard/surfboard, or pushchair is counted as one piece of baggage and comes under the baggage allowance described above.

Hand luggage may be placed under the passenger's seat and must not exceed **30x30x35cm** in size.

One exception is permitted per passenger (skis/surfboards/snowboards, pushchairs, bicycles and scooters). See details on bicycles and scooters in article 14.3 in Part 2.

Any passenger arriving to board the train with a number of items of luggage exceeding the above allowance or with an oversized item of luggage will be refused access to the train.

However, should all of the baggage be able to be accepted on board under valid security conditions, a commercial penalty will be applied per item of baggage (See Appendix).

A bag, basket, or cage accommodating an animal during its journey is counted as a piece of luggage and shall be included in the aforementioned baggage allowance.

In accordance with the regulatory provisions, all luggage must clearly display details of the passenger's surname and first name. This excludes personal effects and small items which the passenger keeps on their person.

Luggage is the owner's responsibility. Luggage must be managed independently by the owner, who must bring it on board, and carry and store it on board Trenitalia France trains. Trenitalia France accepts no responsibility in the event of any luggage-related incident.

Items lost and found on board Trenitalia France trains will be held by the lost property department at the train's terminus station.

Trenitalia France reserves the right to refuse to permit on board any luggage or passengers failing to comply with these rules, and no refunds shall be payable.

TITLE 2- GENERAL TERMS AND CONDITIONS FOR THE SALE OF TRENITALIA S.P.A TICKETS BY TRENITALIA FRANCE

Certain Trenitalia S.p.A. transport services may be purchased through Trenitalia France sales channels, which sells them in the name and on behalf of Trenitalia S.p.A.

In this case, the terms and conditions of purchase are governed by the provisions of articles 2,3 and 4 of Title 1, the provisions of this title, as well as those of Title 3 for purchases made on the www.trenitalia.com website.

On the other hand, the pricing principles, the conditions for modifying, exchanging, and refunding transport tickets, as well as all the rules applicable to transport, are set by Trenitalia S.p.A. These rules are available on the www.trenitalia.com website.

At the time the ticket is ordered, the passenger or the person in charge of the purchase must ensure that it is established according to their instructions and that the passenger can, where necessary, benefit from the reduction claimed.

The passenger cannot claim a reduction after the ticket has been purchased.

TITLE 3 - PROVISIONS RELATING TO ACCESS AND USE OF THE WWW.TRENITALIA.COM WEBSITE AND PROTECTION OF PERSONAL DATA

It is specified that the collection of certain personal data is essential to make the Reservation and establish the Contract of Carriage. The passenger can of course exercise their right to object to the collection and processing of this data but should be aware that taking this step could result in cancellation of the journey or prevent them accessing certain specific ancillary services requested (assistance etc.). It should also be noted that, in accordance with the laws and regulations which apply in France and at an international level, failure to disclose certain data or the inaccuracy of certain data may result in a decision to refuse boarding or entry into a foreign country, for which Trenitalia France shall not be held liable.

Any use of the [trenitalia.com](https://www.trenitalia.com) website by minors should be carried out under the supervision and responsibility of a competent adult.

To find out more about the processing of your personal data, please consult our policy which is available on our website: <https://www.trenitalia.com/trenitalia-france/information-and-contacts/politique-de-confidentialite.html#>

In addition, when you communicate your telephone data, you have the right to register on the list of opposition to cold calling. For more information, you can visit the www.bloctel.gouv.fr website.

To find out more about our use of cookies, we invite you to consult our cookie policy available on our website: <https://www.trenitalia.com/content/tcom/trenitalia-france/cookie-policy.html>

Hypertext links to websites administered by third parties are distributed in order to facilitate the user's search for information and to improve the content of the site.

Trenitalia France cannot be held responsible for the information, content, products and/or services offered by these sites as well as their availability and privacy policy. Trenitalia France is not held responsible when an agreement is concluded on a third-party site.

Trenitalia France does not guarantee that the www.trenitalia.com website is free from anomalies or errors. If anomalies or errors occur, Trenitalia France does not guarantee that they will be rectified or that the website will function without any interruption or outage.

By placing the order, the user confirms that they are aware of and accept the characteristics and limitations of the internet, particularly its technical performance, the response time for viewing, searching for or transferring data and the risks relating to security of the communications, connection and the transmission of data over the internet, notably when carrying out payment transactions.

Consequently, Trenitalia France shall not in any circumstances be held liable for any direct or indirect damage caused by use of the www.trenitalia.com website and notably:

- for faults in any receiving equipment or in the lines of communication;
- for routing or downloading problems and/or the loss of any electronic mail and, in general, any problems resulting in data loss;
- for consequences related to any virus, anomaly, or technical fault;
- for any other internet malfunction and any technical, hardware or software fault of any kind preventing the order being processed correctly.

PART 2 - GENERAL CONDITIONS OF CARRIAGE

These General Conditions of Carriage are issued in accordance with Regulation (EU) No 2021/782 on the rights and obligations of rail passengers (hereinafter referred to as the "Passenger Regulation") and any relevant French laws.

Should there be any inconsistency between these Conditions of Carriage and the compulsory requirements imposed by the Passenger Regulation, the provisions of the latter shall prevail.

Should there be any inconsistency between the provisions of these Conditions of Carriage, the provision which is most favourable to the passenger shall apply.

The General Conditions of Carriage establish the conditions for performing the transport service and the rights and duties of Trenitalia France and the passenger.

Article 1 - Ticket validity

Article 1 – General Matters

As a reminder: the Contract of Carriage and ticket concepts are defined in the introduction to these General Conditions of Sale and Carriage.

The conditions of sale for Trenitalia France transport services and the conditions for ticket cancellations and refunds are set out in the aforementioned Part 1 "General Conditions of Sale",

Article 2 – Trenitalia France Ticket

2.1 A Trenitalia France ticket with a mandatory reservation is only valid for the journey booked, that is to say on the date and time, train, class, and seat shown.

2.2 In accordance with these General Conditions, all passengers must hold a valid ticket and any documentation to support their fare.

For the purposes of the "Ticketless" system, the reservation reference and the seat and coach numbers are required to board any Trenitalia France train.

For named tickets, the passenger is required to present a document confirming their identity when asked to do so by the on-board crew, so that they can check that it matches the identity shown on the ticket. A passenger who cannot prove their identity will be refused access to the train or asked to leave the train even if they have a valid ticket.

The list of valid identity documents is determined by ministerial decree. They are:

- a valid identity card, or passport, or driving licence,
- any residency documents issued in accordance with the Code of entry and valid residency of foreigners or right of asylum documents.

Article 3 - Seat allocation

In exceptional circumstances, the on-board crew may require passengers to move seats.

Article 4- Transferability of tickets

The ticket is transferable provided that the journey has not commenced and that any special conditions pertaining to its use are complied with. It should be noted that for named tickets, the identity of the passenger(s) may be changed up to the train's date of departure on the www.trenitalia.com website or at the ticket office.

Chapter 2 – Ticket inspection and procedures where a passenger is travelling without a valid ticket

Article 5 – Conditions for access to trains

All trains require mandatory reservations.

Specific access procedures may be requested at certain stations (use of ticket barriers to access the train).

The existence of a boarding device does not remove the passenger's obligation to comply with any inspections which may subsequently be carried out, at the station or on board the train, by authorised staff.

The passenger is required to present their ticket, in printed format (or PNR with required proof), or in digital format on their smart phone, to any requesting Trenitalia France ticket officer, both on board trains and on the platform. If the ticket has been issued in a given name, the passenger must be able to prove their identity.

Article 6- Travelling without a valid ticket

Any passenger who cannot present a valid ticket to a ticket inspector shall be deemed to be travelling without a valid ticket. In particular, the following are not considered to be valid:

- a ticket which is not valid for the train boarded by the passenger;
- a ticket for which the passenger is unable to prove that they are entitled to the reduced price.

A passenger is also travelling without a valid ticket if they:

- Do not have a ticket or are travelling on a section for which they do not have a ticket (in particular where the passenger starts their journey prior to the departure station shown on their reservation or continues it after the destination station shown on their reservation);
- Are travelling with a named ticket where the identity referred to on the ticket does not match that of the identity document;
- Are travelling with a ticket in a given name but cannot prove their identity.

Article 7 – Offence recognition and payment

Certain situations constitute offences (tariff or behavioural) that can give rise to criminal proceedings (fixed fine, penalties, or penalties for offences). In some cases, an amicable procedure (transaction) can be implemented to prevent criminal proceedings. This is in the form of a commercial transaction carried out by the payment of a fixed fine (by way of settlement).

Where settlement is paid immediately (at the time of the offence), a receipt will be issued. If the offender refuses or cannot pay, the transaction is said to be "deferred" and gives rise to the delivery of a penalty.

7.1 Payment by passengers without a valid ticket

7.1.1 Transactional payments

At the time of the inspection, a passenger travelling without a valid ticket (as defined in article 6), who did not promptly inform the on-board crew, in accordance with the conditions of article 7.1.2, has the option of rectifying the situation by immediately paying (1) a fixed fine, (2) any shortfall.

(1) The amount of the fixed fine is indicated in the appendix

(2) Any shortfall refers to the price list on board (See definition in the Appendix) or the difference between the price paid and that which should have actually been paid, taking into account the level of comfort chosen (the difference being established on the basis of the on-board price list).

The fixed fine and shortfall amounts relate to each individual passenger.

If the offence is settled in payment immediately, this shall give rise to the delivery of a receipt.

If the passenger cannot or will not pay the amount sought from them on the spot, Trenitalia France's on-board crew will draw up an offence report.

The offence report does not constitute a ticket. The passenger will be asked to leave the train at the next station stop.

7.1.2 Commercial settlement

Where a passenger promptly informs the ticket inspector by making it known that they are travelling without a valid ticket when they board the train, or within a few minutes of the train's departure from the station where they boarded, they may rectify their situation (on a commercial basis) in accordance with the on-board scale of fares.

Commercial settlements are not applicable in the presence of an effective boarding reception system.

7.2 Offences not relating to fares

In the course of performing their duties, certified and approved agents may also draw up reports on offences not relating to fares. Some fall under the same regime as fare violations and can therefore be the subject of a settlement (fixed fine). The amount of the fixed fine applicable to rail transport police violations is set out in Appendix 3.

The other offences fall under the fines or penalties for offences umbrella.

7.3 Payment procedures relating to settlement and how to challenge the decision

In the event of an offence report which falls under the fare offence regime, the passenger can still make a settlement with Trenitalia France. The passenger shall have the period stipulated by law to pay the amount of the settlement which includes:

- any shortfall (in the event of a fare violation),
- the fixed fine,
- and handling costs, in accordance with the legal provisions in force.

or to send an objection supported by reasons to Trenitalia France, in accordance with the procedures specified on the www.trenitalia.com website or in writing to the following address: Trenitalia France - Appeals Department, BP No 10308, 75563 Paris Cedex 12.

The terms of payment are indicated on the www.trenitalia.com website.

When checking the existence and validity of passengers' tickets, certified inspection personnel approved by the State Prosecutor are authorised to take note of the offender's identity and address. If the passenger fails to cooperate and provide details of their identity to enable the offence report to be drawn up, the inspection staff may seek the assistance of a Judicial Police or SUGE officer or agent.

If the offender refuses or is unable to prove their identity, the certified and approved inspection staff will immediately report this to any competent police officer who may then order the offender to appear immediately, or hold the offender for the time required for the judicial police officer to arrive

If payment is not made within the statutory deadline given, and no objection has been raised, the report is sent to the public prosecutor and the offender will automatically owe an increased fixed fine which will be collected by the Treasury in accordance with the provisions of the Criminal Procedure Code.

7.4 Offences committed while travelling internationally

The applicable criminal rules depend on the territory in which the offence was committed and recorded.

In the event that the offence took place on a territory other than France, the applicable criminal proceedings will be that of the country concerned.

The payment of the sums due and any dispute must be made with the competent services.

For any offence committed on Italian territory, the conditions are specified on the Trenitalia S.p.A. website. You can also write to the addresses mentioned on the offence report or to the following address: <https://www.trenitalia.com/it/informazioni/reclami.html>

Chapter 3 - Accessibility and assistance for disabled persons and persons with reduced mobility or with special needs

Article 8 - Accessibility

8.1 Train access

Trenitalia France trains are accessible to persons with reduced mobility. Seats are reserved for the use of passengers using a wheelchair.

To reserve a seat for a passenger who uses a wheelchair or is disabled, subject to the availability of a seat, the passenger should make a request at the point of sale where the ticket was purchased. If the passenger does not indicate that a seat for a wheelchair user is required at least 24 hours before the train departs, Trenitalia will, as far as possible, endeavour to fulfil the request but the passenger may be refused access to the train.

Wheelchairs must comply with the PRM TSI European rules contained in Regulation No. 1300/2014.

Article 9 - Assistance

A disabled or person with reduced mobility can request special assistance, at both the station of departure and arrival, between the station and the allocated coach (when boarding and leaving the train). No subsequent assistance is provided in relation to movement on board the train. Passengers must be able to move around on the train either independently or with the help of a person accompanying them.

To request assistance at the station, the passenger should lodge a specific request when booking the journey, or at least 24 hours before, by making a request at the point of sale where the ticket was purchased.

Trenitalia France has engaged Gare et Connexions in France and Trenitalia in Italy to provide services relating to assistance between the station and the allocated coach. The service is carried out by a service provider at the station in France and by Sala Blu in Italy. See specific conditions on trenitalia.com. These services are

monitored by the Trenitalia France assistance department. The services may vary depending on the country.

The service may be refused if the deadlines for carrying out the request are not met or if certain instructions are ignored (number of suitcases, etc.). See conditions on www.trenitalia.com.

Chapter 4 – General principle in relation to information and assistance

Article 10 - Information and assistance if the train is delayed

10.1 If a train is late departing or arriving, Trenitalia France will, as far as possible, immediately inform passengers once it has, itself, become aware of developments in the situation.

Where necessary, and at the passengers' request, Trenitalia France will confirm the cancellation or delay of the train.

10.2 Where the train is expected to arrive with an estimated delay of 60 minutes or more, Trenitalia France will take all proportionate measures that may reasonably be required to improve the situation for passengers. If justified by the waiting time, these measures may include the distribution of drinks and meals and, where interruption to the journey so requires, an offer of accommodation.

Particular attention will be given to persons with reduced mobility.

Article 11 - Customs procedures for international journeys

Trenitalia France shall not, under any circumstances, be liable for the consequences of any decision taken by the competent authorities concerning the passenger, notably a refusal to allow entry to the country requiring the passenger to leave the train.

Chapter 5 - Passenger obligations

Article 12 - Before the train departs

12.1 The passenger shall check that the ticket conforms to their requirements when it is purchased. The passenger shall pay the fare before the journey. Only passengers possessing valid tickets will be allowed on board the Trenitalia France train concerned. Failing that, a passenger will be considered to be travelling without a valid ticket and will be expected to rectify this situation in accordance with the above provisions.

12.2 If the passenger benefits from a reduced fare, the passenger (or the adult responsible for the minor) must be ready to provide Trenitalia France's on-board staff with the required evidence to support the reduced fare being applied, and to demonstrate that it is valid. If the passenger does not present themselves promptly to the on-board crew, the passenger will be considered to be travelling without a valid ticket and will be obliged to rectify the situation, in compliance with the above provisions.

12.3 The passenger must comply with the Conditions of Carriage as specified when the purchase was made, in particular by going to the correct station of departure, boarding the train indicated, and leaving at the destination station indicated.

Trenitalia France shall not be held liable for any detrimental consequences suffered by the passenger resulting from the fact that the passenger went to the wrong station, left the train at the wrong station, or got on the wrong train, unless this error is due to the fault or negligence of Trenitalia France.

12.4 Passengers must allow sufficient time when arriving at the station of departure. In terminus stations, Trenitalia France can no longer guarantee that passengers will be able to access the train less than two (2) minutes before departure. The passenger will not be entitled to a refund

or compensation if access is refused in these circumstances.

12.5 The passenger shall be responsible for obtaining all the documents (in particular a valid identity card or passport), visas and special permits required, where necessary, for their journey (stays in France and Italy in particular) and, where necessary, the journey of their minor children and/or passengers for whom they are responsible and/or of the pets travelling with them, and shall be responsible for complying with the legislation applicable in the States (of departure, destination and transit) and with the instructions of Trenitalia France.

In the event of failure to comply with these obligations, Trenitalia France shall not be held liable for the consequences affecting the passenger.

If the passenger is prohibited from leaving or entering a country, Trenitalia France will not refund the ticket in question, either partially or in full.

Article 13- Passenger conduct

13.1 The passenger shall comply with the instructions given by Trenitalia France's on-board crew.

The passenger must be able to provide evidence to the on-board crew of their ticket and identity and those of the passengers for whom they are responsible.

13.2 The passenger must behave in a civil and courteous manner with regard to the other passengers and the on-board crew.

Passengers are prohibited from soiling or damaging the equipment, removing, or damaging labels, maps, notices, or inscriptions affixed to trains, preventing the doors shutting, opening doors after the signal for departure and whilst the train is moving or before the train has stopped completely, or using the alarm without a valid reason.

Passengers are also asked to respect the peace and quiet of other passengers by restricting all noise disturbance.

Passengers are required to dress appropriately when moving around the train.

Smoking and vaping are prohibited throughout the train, even with the consent of the other passengers.

In particular accordance with the provisions of the Transport Code, these behaviours constitute violations of the rail transport police and are subject to fines which can be observed by sworn and approved agents of Trenitalia France.

In accordance with the provisions of the Criminal Procedure Code, the criminal proceedings are extinguished where settlement is reached between Trenitalia France and the offender (for the fixed amount set out in the Appendix).

13.3 The passenger must comply with customs formalities and those of any other competent administrative authority.

13.4 Minors or persons of full age under guardianship fall under the exclusive responsibility of their parents or guardians or of any adult assigned to take care of them. Such parties are responsible for checking that they are able to undertake the proposed journey in complete safety.

13.5 Passengers shall ensure that the luggage and pets they bring with them are compliant with the requirements stipulated in the following chapter. Passengers are considered to be responsible for luggage and pets. They shall ensure that luggage and pets brought with them do not impede movement along the aisles. Luggage must be placed in the luggage areas reserved for this purpose.

A passenger who brings luggage and animals on board Trenitalia France trains is solely responsible for looking after them and is exclusively liable for them throughout the journey.

Trenitalia France does not offer a luggage check-in service. Luggage is permitted on board when the passengers' surname and forename are visibly shown and must be looked after by the owner, who shall remain responsible for it for the entire duration of the journey. Trenitalia France does not look after luggage and shall not be held liable for any loss or damage.

The passenger is responsible for the risk of loss, damage, and theft in relation to luggage unless Trenitalia France is proved to be at fault.

13.6 It is prohibited to take videos and/or photographs on board trains and at Trenitalia France ticket offices unless they are of a personal nature.

13.7 If the passenger fails to comply with the terms of this article, Trenitalia France may be required to take any measures deemed reasonably necessary, in accordance with the legal and regulatory provisions. Accordingly, Trenitalia France may order the passenger to leave the train and/or take coercive measures to make them do so.

In particular, Trenitalia France reserves the right to refuse any passenger access to the train or to remove any passenger from the train, during the journey and at the next commercial or non-commercial stop if the passenger:

- is a threat to the safety and smooth running of the service or to the safety of other passengers, themselves, or the train crew;
- inconveniences other passengers in a manner which is intolerable;
- does not possess a valid ticket;
- does not possess a valid identity document (such as an identity card or passport)

In these cases, the passenger is not entitled to a ticket refund, or to any compensation.

13.8 If the passenger does not comply with the provisions of this article or commits an offence or reprehensible act on board the train, Trenitalia France reserves the right to bring legal proceedings against the passenger.

Chapter 6 - Luggage and animals permitted on board

Article 14 - Luggage

14.1 The passenger is permitted to take up to 2 items of luggage and 1 item of hand luggage on board (free of charge), provided that the passenger can:

- carry their luggage unaided and without difficulty,
- place it in the areas provided for this purpose or on the overhead luggage racks unaided and without difficulty.

The maximum permitted size for the 2 items of luggage is 80cm (height) x 50cm (width) x 31cm (depth), including pockets, wheels, and handles.

As an exception, skis/surfboards/snowboards or pushchairs may be brought on as luggage provided the following conditions are complied with:

- Maximum of 1 pair of skis or 1 surfboard or 1 snowboard or 1 pushchair per passenger,
- In a closed bag,
- Maximum authorised size: 2m in length

The pair of skis, snowboard/surfboard, or pushchair is counted as one piece of baggage and comes under the baggage allowance described above.

Hand luggage may be placed under the passenger's seat and must not exceed **30x30x35cm** in size.

A bag, basket, or cage accommodating an animal during its journey is counted as a piece of luggage and shall be included in the luggage allowance described above.

One exception is permitted per passenger (skis/surfboards/snowboards, pushchairs, bicycles and scooters).

Any passenger arriving to board the train with a number of items of luggage exceeding the above allowance, or with an oversized item of luggage, will be refused access to the train.

However, should all of the luggage be able to be accepted on board, under valid security conditions, a commercial penalty will be applied per item of baggage (See Appendix).

In any case, only luggage travelling with its owner is accepted on board. Where the owners of an item of

luggage cannot be identified on board the item may be destroyed.

Thus, only luggage which is travelling with its owner may be taken on board.

Luggage must be labelled. All labels must visibly show the passenger's surname and first name.

Trenitalia France declines all responsibility in the event of loss or theft of luggage or any item that the passenger brings on board.

Luggage and/or items which have been refused cannot be left with Trenitalia France.

Trenitalia France reserves the right to refuse to permit on board any luggage or passengers failing to comply with these rules, and no refunds shall be payable.

14.2. Items and materials which are not permitted on trains

It is prohibited to bring the following items on board Trenitalia France trains:

- perishable foodstuffs liable to deteriorate during the journey;
- for the comfort of other passengers, foodstuffs emitting unpleasant odours,
- non-standard objects;
- windsurfs,
- dangerous products (chemicals, etc), weapons, explosives, or inflammable liquids;
- products which are illegal according to the laws of the countries the train passes through (France and Italy).
- bicycles or scooters, except for those satisfying the conditions in Article 14.3. Passengers are responsible for their personal belongings (luggage, bicycles, scooter, etc.) throughout the journey notably in the event of damage to any part of the coach (floor, seat, etc.).

As regards electrical appliances, (bicycles, scooters, computers, etc.) passengers must comply with the following rules:

- Ensure that electrical equipment is completely switched off and individually protected;
- Inform the train attendant in the event that a battery overheats (computer, telephone, bicycles, scooter, etc.).

Trenitalia France reserves the right to refuse to permit on board any luggage or passengers failing to comply with these rules, and no refunds shall be payable.

Trenitalia France reserves the right to visually inspect bags in the presence of the passenger who owns them, and where applicable may refuse to carry or continue to carry an item of luggage containing objects banned from carriage, without the passenger being entitled to any compensation.

The passenger confirms that they are fully aware of the contents of each of their luggage items.

Luggage and/or items which have been refused cannot be left with Trenitalia France.

14.3. Information relating to bicycles/scooters

As an exception, the passenger is permitted to bring on board the train:

- 1 folding bicycle, a folding scooter or a folding pushchair, which must be folded, stored in its closed bag, with maximum dimensions of 80 x 110 x 45 cm, and placed in the area provided for luggage;
- 1 conventional bicycle (1 of the 2 wheels must be removed), which must be placed completely inside a closed bag with maximum dimensions of 80 x 110 x 45 cm and located on board in such a way that other customers and the on-board crew are not disturbed or subjected to safety risks.

Each bag is counted as one piece of luggage and counts as part of the baggage allowance described above. Larger cover bags are strictly prohibited on board.

Article 15 - Pets admitted on board

15.1 Passengers may be accompanied by a pet.

In accordance with the conditions stipulated in Part 1, small animals (such as dogs or cats under 5kg) travel free of charge and without a reservation.

Large dogs may also be permitted on board in accordance with the conditions stipulated in Part 1 providing that a ticket is bought for the animal. Price list available at Trenitalia.com.

15.2 The passenger shall check that other passengers are not inconvenienced by the animal's presence. If any passengers object to the presence of the animal, the passenger in charge of the animal and their luggage will be moved to another seat. In these circumstances, the passenger may be downgraded to a travel class below that originally reserved.

15.3 The above conditions do not apply to guide dogs accompanying blind or partially sighted persons, persons with reduced mobility or disabled persons. Guide dogs travel free of charge and do not require a reservation.

15.4 Dangerous or venomous animals, or animals which do not fall into the above categories are not permitted on board.

15.5 Dogs must be kept on leads and muzzled.

Animals weighing over 5kg are strictly prohibited in catering areas and in the Silenzio, Executive, and Sala Meeting areas. They are only allowed in Allegro Standard or Business areas.

15.6 Non-compliance with the above conditions will lead to the animal not being permitted to board the train or its removal. The passenger will not be eligible for any compensation.

Article 16- Lost and found policy

Should an item be lost at any of the French stations served by Trenitalia France trains, or on-board Trenitalia France trains with a destination in France or on French territory, the passenger is required to report the loss on-line or to one of the SNCF lost and found offices at the terminus station.

Chapter 7 - Trenitalia France liability

Section 1 - Liability in the event of personal injury to individuals

Article 17 - Principles

The liability of carriers is governed by regulation (EU) 2021-782 relating to the rights and obligations of rail passengers.

17.1 Damages payable to the passenger or their beneficiaries, as a result of personal injury caused by an accident in relation to rail operations occurring while the passenger is on board a Trenitalia France train - from when they board the train to the time when they leave it - are calculated and awarded in accordance with the provisions of Articles 27 et seq. of Appendix 1 of Regulation No (EU) 2021/782.

17.2 Trenitalia France will pay the passenger or the passenger's beneficiaries directly, as quickly as possible, and at the latest within 15 days, subject to the time taken by the insurers, from identification of the passenger entitled to compensation, the advance required to cover their immediate financial needs, which will be proportionate to the loss suffered. This advance is not an admission of liability. It will be deducted from any sums subsequently paid as damages. It will be refunded to Trenitalia France in the event that the loss suffered was caused by the negligence or fault of the passenger or if the recipient of the advance is not the person entitled to it.

17.3 Trenitalia France will endeavour to assist the passenger in any action for liability brought against a third party, even if its own liability is contested, and to the extent that this is compatible with protection of its interests.

17.4 Trenitalia France/or its partners will not be considered liable:

- if the accident were caused by circumstances unrelated to the rail operations, which Trenitalia France could not avoid, despite having demonstrated due diligence in the particular circumstances, and the consequences of which it could not prevent;
- if the accident was caused by the passenger's negligence;
- if the accident is caused by the conduct of a third party which Trenitalia France could not avoid despite having demonstrated due diligence in the particular circumstances and the consequences of which it could not prevent; another company using the same rail infrastructure is not considered to be a third party; the right to appeal is not affected.

Section 2 – Liability in the event of damage to transported luggage and animals

In the event of material damage sustained by the passenger on the train

Trenitalia France can only be held liable for damage resulting from total or partial loss of or damage to luggage or animals with which the passenger is travelling, and which the passenger is responsible for looking after in accordance with the Contract of Carriage, if such loss is caused by the negligence of Trenitalia France. Where the passenger can prove that this is the case, Trenitalia France shall pay compensation to the passenger in accordance with the provisions of Regulation No. (EU) 2021/782.

Trenitalia France shall not in any circumstances be liable to the passenger for damage connected to operations undertaken by customs or other competent administrative authorities.

Section 3 - Liability for failure to adhere to timetables

Article 19 - Refunds due to delays or cancellation

When a train can reasonably be expected, either on departure or in the event of a missed connection or cancellation, to arrive at the final destination with a delay of 60 minutes or more, the passenger immediately has the choice between :

- Cancelling the journey
In this case, Trenitalia France will offer to refund the fare for the journey or the portion of the journey which has not been undertaken and/or the portion of the journey which has already been undertaken if the passenger provides evidence to show that the journey is no longer suitable, together with, if appropriate, a return journey to the initial point of departure as quickly as possible.
The request for a refund and the conditions for any refund made are as stipulated in section 4.
- Continuing the journey (or re-routing) to the final destination under comparable transport conditions as quickly as possible or at a later date, to suit the passenger. This shall not entail additional costs for the passenger.

Where the available re-routing possibilities are not communicated to the passenger within 100 minutes from the scheduled departure time of the delayed or cancelled service or the missed connection, the passenger has the right to enter into a contract for their re-routing with other public transport service providers by rail, coach, or bus. Trenitalia France shall reimburse the passenger for any necessary, appropriate, and reasonable costs incurred.

If the passenger decides to abandon the journey, they will lose the right to travel on the train affected by the delay or on any other substitute means of transport chartered by Trenitalia France. If the passenger nevertheless decides to board the train, after expressly cancelling the journey, they shall then be considered to be travelling without a valid ticket.

The various reimbursements are made within thirty days of receipt of the request, provided that the accompanying file is complete.

Reimbursement may take the form of vouchers.

Article 20 - Compensation in the event of train delays

Trenitalia France undertakes to allow the customer to file their request online 24 hours after the arrival of the train at the station and to respond within one month.

The claim for compensation can be made:

- Online by going to www.trenitalia.com.
- By freepost, sent to the address indicated in article 24 of these general conditions,
- In Trenitalia ticket offices.

Compensation in the event of delay is understood to be the unit or direct ticket price, per journey and per passenger: in the event of a round trip, the amount of compensation is calculated based on the unit price of the journey (one way or return) affected by the delay.

20.1 When the delay does not give rise to reimbursement for renouncing the trip, Trenitalia France shall compensate the passenger in accordance with the provisions of the Passenger Regulation (EU) 2021/782, as follows:

- up to 25% of the fare for a delay of between 60 and 119 minutes at the destination station;
- up to 50% of the fare for a delay of 120 minutes or more at the destination station;

Any compensation due may be paid in the form of a digital voucher, by re-crediting the card used to pay for the reservation (for purchases made on the digital channels - Trenitalia.com, App mobile and BLS), or by bank transfer if the customer communicates their bank details, including a valid BIC/IBAN number, when making the claim. Other payment methods may be offered.

20.2 As a commercial gesture, in the event of a delay in the arrival at the destination station between 30 and 59 minutes, Trenitalia France shall compensate the passenger up to 25% of the ticket price. This can only be in the form of a digital voucher which can be used for a future journey.

20.3 Digital voucher conditions of use

Digital vouchers are sent by email to customers who have provided their email address when claiming compensation. They can be used at the ticket office and on the internet (Trenitalia.com and the app) to buy Frecciarossa train tickets.

They are valid for 12 months from the date of the initial trip.

20.4 Minimum compensation threshold

No compensation shall be payable for amounts of €4 or less.

20.5 If the journey is suspended due to a cancellation or delay, and if continuation of the journey cannot reasonably be expected in the circumstances, Trenitalia France will also refund reasonable costs relating to informing those persons waiting for passengers at the destination station. In these circumstances, relevant evidence should be presented:

- adequate accommodation, up to a limit of 120 euros per room,
- 20 Euros per person and per meal.

The carrier is not obliged to pay compensation, when the cancellation, delay, or failure of a connection was caused directly by, or was intrinsically linked to, one of the following causes:

- exceptional circumstances which fall outside of railway operations, such as extreme weather conditions, a major natural disaster, or a major public health crisis, which the railway undertaking could not

avoid and the consequences of which it could not prevent;

- the fault of the passenger; or
 - the behaviour of a third party which the railway undertaking could not avoid and the consequences of which it could not prevent, despite having exercised due diligence in the circumstances, such as the presence of persons on the railway, theft of cables, emergencies on board the train, law enforcement activities, sabotage, or terrorism.
- Strikes by railway staff, acts or omissions by other companies operating the same railway infrastructure, and acts or omissions by infrastructure and station managers are not covered by this special dispensation.

20.6 The passenger acknowledges that any compensation paid under this article is likely to cover all the damage caused by the train delay.

Article 21 - Exemption from liability in the event of failure to adhere to timetables

The passenger is not entitled to any compensation under section 3 if they were informed of the train delay before purchasing the ticket or if the delay is less than 30 minutes.

Article 22 - Refund policy in the event of a downgrade

22.1 If, on the date of travel, the reserved travel class is unavailable for technical reasons, passengers will be offered seating in an available travel class.

If the passenger is downgraded into a lower travel class, the passenger may:

- agree to travel in this lower travel class. The passenger can then request a refund of the difference in fare between the reserved travel class and the travel class which the passenger travelled in, in the same fare category;
- Cancel the journey and obtain a total refund of the fare paid.

22.2 The passenger acknowledges that any compensation paid under this article is likely to cover all the damage caused by the downgrading.

Where a passenger is downgraded on board, the refund cannot be issued in the form of a voucher. The passenger must ask the on-board crew to certify, on their Trenitalia France ticket, that they were effectively downgraded to a lower travel class.

Section 4 – Conditions for and processing of claims

Article 23 - Claims in the event of personal injury to individuals

Claims relating to personal injury should be sent in writing to the carrier providing the transport service at the time of the accident, which is Trenitalia France if the accident took place in France and Trenitalia France and/or Trenitalia if the accident took place in Italy. This claim should be submitted within a period of 12 months from the time when the claimant became aware of the injury. To be admissible, the claim must include a report by the on-board crew and medical certificates certifying the injury.

Article 24 - Other claims

24.1 Other claims resulting from performance of the Contract of Carriage, notably in the event of delayed trains, shall be sent to Trenitalia France or Trenitalia. To be admissible, the claim for compensation must be lodged within 12 months from the date of occurrence of the event giving rise to the claim.

Claims may be lodged with the company from which the ticket was purchased, with Trenitalia or directly with Trenitalia France.

Claims that are not filed directly with Trenitalia France are generally forwarded to Trenitalia France for processing.

This is particularly the case for complaints lodged with Trenitalia.

Claims can be addressed directly to Trenitalia France online, via the form available on the Trenitalia.com website, or by registered mail to Trenitalia France – Service Clients, B.P. N° 10308, 75563 PARIS CEDEX 12, France.

For reservations made on Trenitalia.com, the claim must include the reason for the request and the PNR reservation number.

If the passenger is in possession of a Trenitalia ticket (excluding all-inclusive stays) or a ticket reserved with the Trenitalia France ticket office, the claim must include the reasons for the request, a copy of the ticket, and details of the account to which any compensation should be paid, as follows:

For a European bank account: RIB or IBAN code + SWIFT code + name of the bank + surname and first name of the account holder.

For a non-European bank account: ABA/routing number (USA) + SWIFT + account number + name and address of the bank + surname, first name and address of the account holder.

In all other cases, including all-inclusive stays, claimants are invited to follow the instructions of the point of sale which issued the ticket.

If the ticket held by the passenger is a paper ticket, the original of the ticket **must** be returned to Trenitalia France to obtain compensation.

Depending on the nature of the claim, Trenitalia France reserves the right to request additional supporting documents.

No claims will be processed at the Trenitalia France ticket office or by telephone.

Filing a complaint does not automatically give rise to compensation.

24.2 In the event of train delays, Trenitalia France undertakes to respond within one month from the date the compensation claim is lodged, on condition that the person filing the claim provides complete and accurate information.

For any other claims filed, the compensation request will be processed within a period of no more than 3 months from the date when the claim is lodged, on condition that the person filing the claim provides complete and accurate information and swiftly provides any missing information.

Chapter 8 - Mediation, claims, and national body responsible for application of the “Passenger Regulation” and legal action

Article 25 – Mediation

Mediation Trenitalia France provides a free mediation service for customers with an unresolved dispute concerning a train journey.

This procedure can be used after all appeals to Trenitalia France have been exhausted.

The mediation procedure is provided by the **Tourism and Holiday mediator (Médiateur Tourisme et Voyage “MTV”)**, an external entity to the company which reconsiders the claim on an independent basis..

The referral to the mediator must be made within a year of the written claim made to Trenitalia France by the dissatisfied passenger.

The referral is made by sending a dispute form and all relevant documents to the following address:

MTV Médiation Tourisme Voyage BP 80 303 - 75 823 Paris Cedex 17.

Further mediation information can be found on the <http://www.mtv.travel/> website.

For online sales and service contracts, the customer can also enter their request on the European online dispute

resolution platform. The contact details and methods of referral are available on the site:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>

Article 26 - Application of the "Passenger Regulation"

As previously stated, the Contract of Carriage is governed by the Passengers Regulation (Regulation (EU) No 2021/782),

The passenger may submit a claim with the Direction Générale de la Concurrence, de la Consommation et de la Répression des fraudes (DGCCRF) (the Directorate General for Competition, Consumer Affairs and Fraud Prevention), which is authorised within France to ensure that Trenitalia France is complying with the provisions of this Regulation.

More information can be found on the DGCCRF : <http://www.economie.gouv.fr/dgccrf/dgccrf> website.

Article 27 - Entities against which legal proceedings can be brought

Should a passenger suffer personal injury, legal action (based on the carrier's liability) may be taken in writing to the carrier who was providing the transport service when the accident occurred, i.e.:

- against Trenitalia France. if the accident occurred on the French rail network,
- against Trenitalia S.p.A. if the accident occurred on the Italian rail network.

Legal proceedings for a refund and compensation for a delay or other legal proceedings based on the Contract of Carriage can be brought exclusively against Trenitalia France.

Article 28 - Requirements for liability claims

In the event of personal injury, the limitation period for Trenitalia France's liability claims is 3 years, and one year for other actions arising from the contract of carriage.

Article 29 - Applicable law

Legal proceedings relating to the Contract of Carriage can only be brought before the courts of the EU Member State in which the defendant has their place of residence or registered office, or before the courts of the place of where the contract obligation was performed (this being the place in the Member State where the train's departure or arrival takes place).

French law will apply within the limits of the applicable law. If the national law of several States is applicable, only the law of the State in which the claimant invokes their rights shall apply.

The www.trenitalia.com website, and the terms and conditions for its use, are governed by French law, irrespective of the place of use. In the event of a potential dispute, and if all attempts to reach an amicable solution have failed, the French courts shall have sole jurisdiction to hear the dispute. Any dispute concerning the Contract of Carriage is governed by the aforementioned provisions.

Appendix 1 - Fare rules and conditions for cancellation and modification/refunds

Fares are available on the www.trenitalia.com website and at all points of sale which distribute Trenitalia services.

Certain categories are entitled to other special fares.

1. Offers for international journeys available on Frecciarossa trains in France and operated by Trenitalia France

Fare	Conditions	Conditions for modification and cancellation refunds prior to departure
On-board fare scale	Fare for tickets sold on board (see Appendix)	Non-changeable Non-refundable
Serenità	<p>On sale up to the moment of the train's departure (not available for purchase on board). The full fare applies to all passengers from the age of 15 and upwards.</p> <p>At the time of ticket purchase, passengers between the ages of 4 and 14 (until the day before their fifteenth birthday) benefit from a 50% reduction on the Serenità fare in force at the time of booking (in accordance with the chosen comfort class).</p> <p>Children under the age of 4 at the time of ticket purchase (until the day before their fourth birthday) travel free of charge and without the need for a ticket, provided they share a seat with an accompanying adult. This is limited to one child under 4 years old per accompanying adult. Beyond one child under 4 years old per accompanying adult, a ticket must be purchased for each additional child according to the conditions applicable to passengers between the ages of 4 and 14.</p>	<p>Tickets can be modified an unlimited number of times by paying any price difference up to the scheduled departure time of the train. In the event of modification, the new booking must relate to a trip to be made within a maximum period of 6 months from the date of the first change. In the event of cancellation by the customer, reimbursement of the value of the ticket less a 20% deduction (up until the scheduled departure time); no refund available after this period.</p> <p>In the case of a cancellation no refund will be granted if, after application of the deduction, the amount of the refund payable is equal to or less than €8.</p>
PMR Compagno Fare	<p>The PMR Compagno ticket is reserved for a passenger accompanying another passenger with reduced mobility.</p> <p>Fare reserved for a passenger accompanying another passenger with reduced mobility or holding a valid disability card. This offer is valid within the limit of one person accompanying the person with reduced mobility or confirmed disability, on the same train and in the same comfort class.</p> <p>An official document attesting to the disability, and the need for support, is required on board to allow the accompanying person to justify the reduction.</p>	<p>Tickets can be modified an unlimited number of times by paying any price difference up to the scheduled departure time of the train. In the event of modification, the new booking must relate to a trip to be made within a maximum period of 6 months from the date of the first change. In the event of cancellation by the customer, reimbursement of the value of the ticket less a 20% deduction (up until the scheduled departure time); no refund available after this period.</p> <p>In the case of a cancellation no refund will be granted if, after application of the deduction, the amount of the refund payable is equal to or less than €8.</p>
Special	Number of seats offered under the conditions of this limited fare. Reserved for "entitled" persons in possession of proof corresponding to a commercial agreement or current promotional offer.	Non-changeable Non-refundable
VIP	Number of seats offered under the conditions of this limited fare. Reserved for "entitled" persons in possession of proof corresponding to a commercial agreement or current promotional offer.	Non-changeable Non-refundable
Gruppo	<p>Fare reserved for groups of at least 10 passengers. One free ticket for every 15 people. Limited number of seats. A maximum of 5 free tickets are available regardless of the number of group passengers.</p> <p>At the time of ticket purchase, passengers between the ages of 4 and 14 (until the day before their fifteenth birthday) benefit from a 50% reduction on the Gruppo fare in force at the time of booking.</p> <p>Beyond one child under 4 years old per accompanying adult, a ticket must be purchased for each additional child according to the conditions applicable to passengers between the ages of 4 and 14.</p>	<p>Tickets can be modified an unlimited number of times by paying the difference in price up to the scheduled departure time of the train (dependent upon availability). In the event of modification, the new booking must relate to a trip to be made within a maximum period of 6 months from the date of the first change. In the event of cancellation by the customer, reimbursement of the value of the ticket less a 20% deduction (up to five working days prior to the departure date). No refund will be offered after this time. If the group has benefited from a free ticket, the cancellation of a ticket does not give rise to any refund. Cancellation is not possible if, as a result, the number of passengers becomes less than 10.</p> <p>An amount of €5 per passenger may be deposited to reserve travel and seats ("Purchase Option"), the rate being subject to change. The outstanding amount must be paid 5 working days before departure. In the event of cancellation by the customer, the amount of the "Purchase Option" is refunded up to 30 days before departure.</p> <p>In the case of a cancellation no refund will be granted if, after application of the deduction, the amount of the refund payable is equal to or less than €8.</p>
Sala Meeting	<p>The Sala Meeting room is only sold as a private room for 2 to 5 passengers. The Sala Meeting room is only available for Origins and Destinations reservations in France.</p> <p>The price of the Sala Meeting room is fixed. It is priced per person and is reduced depending on the number of people on the reservation.</p>	<p>Refunds and modifications for the Sala Meeting room are the same as those for the Serenità fare.</p> <p>Partial refunds will not be made.</p>
Large dogs	<p>For dogs weighing more than 5kg.</p> <p>A fixed price is payable (€30)</p> <p>Except for guide dogs accompanying the blind or partially sighted. These travel free of charge and do not require a ticket.</p> <p>Can only be reserved in conjunction with the Allegro offer.</p>	<p>Tickets can be modified an unlimited number of times by paying any price difference up to the scheduled departure time of the train. In the event of modification, the new booking must relate to a trip to be made within a maximum period of 6 months from the date of the first change. In the event of cancellation by the customer, reimbursement of the value of the ticket less a 20% deduction (up until the scheduled departure time); no refund available after this period.</p> <p>In the case of a cancellation no refund will be granted if, after application of the deduction, the amount of the refund payable is equal to or less than €8.</p>

2. Specific conditions applicable to tickets purchased with a voucher, Carta Regalo, or discount voucher

The conditions governing these tickets are the same as those applicable to the aforementioned fares. Certain specificities are added to these conditions.

2.1 Voucher and the Carta Regalo

These are means of payment. It is an amount applicable as a deduction on the total amount to be paid.

Example :

- ⇒ My ticket costs 50 Euros. I have a 20 Euro voucher.
- ⇒ My ticket still costs 50 Euros, but with my voucher I only pay 30 Euros.

If the ticket is exchanged, the value of the voucher/Carta Regalo is retained and applies to the new final amount to be paid.

In the event of ticket cancellation, the refund is made after application of the 20% deduction on the amount actually paid.

If payment has been made using a Carta Regalo, the refund is made to this card.

2.2 Discount voucher

This is a percentage or value that reduces the fare to be paid.

Examples:

- ⇒ My ticket costs 50 Euros. I have a 20% discount voucher which is applied directly to the fare to be paid.
- ⇒ My ticket costs 40 Euros.

OR

- ⇒ My ticket costs 50 Euros. I have a 20 Euro discount voucher which is applied directly to the fare to be paid.
- ⇒ My ticket costs 30 Euros.

A discount voucher is only valid once, whether the code is unique or generic.

If the ticket is exchanged, the value of the discount voucher is lost and does not apply to the new fare. The passenger will then have to pay any difference in price between the initial reduced fare (fare with discount voucher) and the new applicable fare (current fare without any reduction).

In the event of ticket cancellation, the refund is made after application of the 20% deduction, on the amount actually paid after application of the reduction.

3. Luggage penalty

In the event of excess luggage or oversized baggage, and in the event that they are still permitted on board, a commercial penalty of €40 per item of luggage will be applied.

Appendix 2 - Fixed fines applicable to offences not relating to fares under railway transport policy

In particular, the offences are governed by the French Transport Code and Criminal Code.

This list is not exhaustive

Description of the offence	Class of offence	Fixed fine
Obstructing closure of vehicle access doors immediately before departure or attempting to open them after the departure signal has sounded, while walking (R.2241-26 of the transport code)	4	€ 150
Operating an alarm without a legitimate reason (R.2241-13)	4	€ 150
Spoiling carriages: spitting, causing damage, use of loud devices (R.2241-14 of the transport code)	4	€ 50
Entering or remaining on the train in a state of obvious intoxication (R.2241-15 of the transport code)	4	€ 150
Abandonment or unsupervised deposit of an object in a vehicle or space allocated to public railway or guided public transport	4	€ 150
Modifying, or preventing access to, the normal operation of equipment installed in a space or vehicle allocated to railway or guided public transport	4	€150
Entering a public rail or guided passenger transport vehicle with a dangerous or inconvenient object	4	€ 50
Entering a public rail or guided passenger transport vehicle with a loaded, fully assembled, and non-enclosed firearm (lawful carrying).	4	€ 150
Irregular boarding or disembarkation of a public rail or guided passenger transport vehicle	4	€ 150
Irregular passage from one public rail or guided passenger transport coach to another	4	€ 150
Failing to adhere to rules governing the leaning out of a public rail or guided passenger transport vehicle	4	€ 150
Remaining on the boarding steps of a moving public rail or guided passenger transport vehicle	4	€ 150
Begging on public railway property or on board a train	4	€ 50
Refusal to comply with the orders of an agent empowered to record offences on behalf of the rail or guided transport police	4	€ 150
Making noise or causing disturbance to the tranquillity of passengers in a vehicle or space allocated to public rail or guided transport	4	€ 50
Non-compliance with the conditions governing the transport of animals (R.2241-10 of the transport code)	4	€ 50
Remaining in a rail or guided public transport vehicle beyond the terminus of the line	4th	€ 150
Non-compliance with the rules governing the ban on urinating in a vehicle or space intended for public rail or guided transport (other than in those spaces intended for such purposes)	4th	€ 150
Unauthorised movement on a piece of machinery in a vehicle or space assigned to public rail or guided transport	4	€ 50
Occupying a space not intended for passengers, in particular by installing or depositing luggage or object, or obstructing aisle traffic or access to compartments (R.2241-23 of the transport code)	4	€ 135
Smoking in the carriages (R.2241-17 of the transport code)	3	€ 68

Absence of luggage labels (R.2241-20 of the transport code)	3	€ 50
Non-compliance with the ban on vaping in enclosed public transport areas	2	€ 30

Appendix 3 – Fare breaches**Specific provisions for fare breaches**

In order to make payment, any passenger who is not able to provide proof of a valid ticket, purchased prior to the departure of the train, must present themselves immediately to the ticket inspector. This should be done before boarding the train or in the minutes following departure from the boarding station.

Travel without a valid ticket is sanctioned in accordance with the provisions of article R.2241-8 of the transport code.

The amounts below apply to the various rates and reductions presented in Appendix 1.

"On-board Fare Scale" refers to the maximum Serentà price

Passengers without a valid ticket and presenting themselves immediately to on-board staff before ticket inspections.	On-board fare scale + €10 penalty
Passengers without a valid ticket at the time of inspection will be required to make the appropriate payment	On-board fare scale + €50 fixed-fee penalty
Passengers without a valid ticket at the time of inspection, and who refuse to make the appropriate payment, will be issued with a penalty.	On-board fare scale +€50 fixed-fee penalty +€30 administrative charges

The same logic and process will be applied to large dogs travelling without a valid ticket. The amounts relating to the penalty, fixed fee, and administrative costs will be added in accordance with the fare applicable to this type of ticket (See Appendix 1). These will be dependent on the circumstances.

24 July 2023