

General Conditions of Sale and Carriage
Trenitalia France

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GENERAL PROVISIONS

Trenitalia France is a simplified joint stock company with a sole shareholder, with 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 italiana* 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 has partnerships with other railway companies for the purpose of operating other railway networks.

These General Conditions are applicable:

- for the sale of international and national passenger services and tickets 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 that company;

- for transport on French railway territory of passengers on board Frecciarossa trains operated by Trenitalia France.

- The commercial stations served are Paris Gare de Lyon, Lyon Part-Dieu, Lyon Perrache, Chambéry, Modane, Turin and Milan. Domestic routes between Lyon<->Chambéry, Chambéry<->Modane and Lyon<->Modane are not marketed.

Other products or tickets (Trenitalia Pass or tickets for other trains only running 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 viewed for information via the following link:

https://www.trenitalia.com/fr/html/trenitalia/Info_Tariffe_fr_LeFrece.html

These General Conditions lay down the general rules applicable to the contractual relationship between the passenger and Trenitalia France, from placing the order for a transport service up until arrival at the destination.

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

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

The General Conditions which apply to the contract are those published when the transport service is purchased. The person responsible for the purchase and the passengers confirm that they have read them prior to making a reservation and boarding any Trenitalia France train.

If one or more of the provisions of these General Conditions is/are invalid or cannot be performed, this will not affect the validity or the enforceability of the other conditions.

These conditions are valid as of 1 March 2022.

DEFINITIONS

- **Contract of Carriage**: is the contract in which Trenitalia France undertakes to transport the passenger and the passenger's luggage to the destination under the terms stipulated in this contract of carriage in return for prior payment of the price of the journey.

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

The contract of carriage between Trenitalia France and the passenger is governed by:

- the information shown on the ticket;
- these General Conditions of Sale and Carriage including the Appendices hereto;
- Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, referred to as the "Passengers' Regulation".

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

No employee or service provider of Trenitalia France is authorised to make any declaration whatsoever which is liable to affect the terms of this contract. Any declaration

which infringes the terms of this contract shall be declared void and shall be unenforceable against Trenitalia France.

The principle of the separation of 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.

The passenger is informed, in particular, 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.

Where 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 tickets for sale for journeys arranged in collaboration with a train operated by the carrier Trenitalia S.p.A. This will then be a single ticket.

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 segments it represents. If this is not the case, these segments, which do not form part of this single contract of carriage, will be treated as separate contracts of carriage.

- **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 may be issued in paper form or digitally. All tickets have a PNR reference number, in the case of a "Ticketless" reservation. In the "ticketless" system, the journey information is given in the booking confirmation.

A seat on board is allocated per passenger providing entitlement to transport according to the nature and conditions of the journey in accordance with the requirements specified by the passenger and confirmed either by email, or by the issue of a paper ticket or a receipt if the ticket is purchased on board.

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

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

- the reservation reference (or PNR): a 6-digit reference, required for boarding Trenitalia France trains,
- the numbers of the coach(es) and the seat(s) allocated, required for boarding Trenitalia France trains;
- the reference of the lead passenger;
- the identity of each passenger because it is a named ticket;
- the details of the journey to be undertaken: route, times, fare conditions and categories.

All Trenitalia France trains require mandatory reservations.

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

- **Customer account** - this may be set up on-line on the www.trenitalia.com website to enable customers to receive additional services or find their reservation. Setting up a Customer Account is optional. The User may use the website and purchase a ticket without setting up an account.

PART 1 – GENERAL CONDITIONS OF SALE

TITLE 1 – GENERAL CONDITIONS OF SALE OF 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 the sales channels (website, mobile application, self-service ticket machine) of Trenitalia France, Trenitalia S.p.A, other railway companies or other partners with which Trenitalia France has sales agreements, at Trenitalia ticket offices and from agencies. In this case:

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

Conversely, 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 General Conditions of Sale of Trenitalia France, they are only binding on that company. Trenitalia France will exclusively apply its own General Conditions. Any potential divergence shall be requested of the company which made the sale.

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 all cases 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 (Title 2).

Article 2- Ticket sales

2.1 With regard to Trenitalia France direct sales channels, Trenitalia France tickets can be purchased on the website www.trenitalia.com, the specific terms of use of which are defined below, at Trenitalia France ticket offices, from our self-service ticket machines.

2.2 Unless specific provisions apply, tickets may be purchased no earlier than 6 months prior to the date of travel. The passenger or the person responsible for the purchase must check at the time the ticket is ordered 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.

Article 3 - Travel by minors

3.1. Minors aged under 14 are not permitted to travel alone (unaccompanied by a competent adult) on board Trenitalia France trains.

Trenitalia France does not offer any unaccompanied minors service.

Minors under 14 must travel accompanied by a competent adult.

3.2 Trenitalia France transport services cannot be purchased by minors of under 14 years of age. Trenitalia France reserves the right to refuse any request to purchase services made by a minor aged under 14 and to cancel any reservation made by a minor where applicable.

3.3 Children who are minors shall at all times remain under their parents' responsibility. Such parties are responsible for checking that they are able to undertake the proposed journey in complete safety.

Article 4 – Payment for the order

4.1 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.

Services on board Trenitalia France trains can be purchased using bank cards on partner channels or in cash, exclusively in Euros.

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>), a purchase voucher or discount voucher. See specific conditions of use on each voucher.

Ticket office.

The purchase of Trenitalia France transport services from a Trenitalia France ticket office using a self-service ticket machine is treated in the same way as an on-line purchase on www.trenitalia.com. Trenitalia France only provides customers wishing to make an on-line purchase with a computerised tool.

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 Trenitalia.com. The payment transaction is therefore secure and guarantees the confidentiality of the passenger's bank data. There is no financial surcharge for using our on-line payment system.

4.2 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 the purchase.

Chapter 2 – Loss, exchange or refund 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 selling company's general conditions of sale include conditions relating to management, fare rules and services which are different from 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. Any potential divergence shall be requested of the company which made the sale.

In all cases, passengers who have lost or forgotten their Trenitalia France ticket purchased through a partner distribution channel of Trenitalia France must contact the point of sale which issued the ticket directly. If the passenger is unable to present a valid ticket, he or she will

be required to pay for a new ticket to be able to travel. The passenger will not be entitled to any compensation from Trenitalia France in this regard.

Article 5A – Loss of the reference 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 and seat number can obtain confirmation of this information from the customer service department of Trenitalia France or from our customer assistance officers at 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 6 - Loss of a paper ticket purchased via Trenitalia France’s own sales channels

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 7 - Exchange or refund of tickets

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

7.2 Tickets are partially 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 at the time of purchase the fare conditions which apply to the use of their ticket. The conditions for refund applicable in accordance with the fare offer chosen are set out in the Appendix on fares.

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

7.3 The request for a refund is made to the point of sale which issued the ticket.

Where the purchase was made on the 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 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 Trenitalia.com website, the refund will be made within a maximum of 1 month of the request being made.

Where 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 23.3 below.

Requests for refunds for tickets purchased through distribution channels other than Trenitalia France direct sales channels must be made exclusively to the point of sale which issued the ticket. Trenitalia France cannot process these requests.

7.4 Threshold for the refund of a ticket

No refund will be granted if the amount of the refund payable is less than €8.

Article 8 – 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.

Chapter 3 - Fare rules and services provided

Section 1 - Transport service

Article 9 – Principles

The fares for each type of transport offered and the services provided and travel class are displayed on Trenitalia.com. They are given in euros 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 Title 2 relating to the General Conditions of Carriage.

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

For further information in the event that items are lost or found on board Trenitalia France trains, see our dedicated page on www.Trenitalia.com

9.1. Seat allocation

Passengers who reserve together may be allocated separate seats for operational reasons or because of 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 effectively travels with the accompanying adult.

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Article 10 – 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.

10.1 Children’s fares

Children under 4 years old (up to the eve of their fourth birthday) travel free of charge without a ticket being required, on condition that they share the seat of an accompanying adult, up to a limit of 1 child under 4 years old per accompanying adult.

Children aged between 4 (from their fourth birthday) and 14 (the eve of their fifteenth birthday) must have their own seat and can benefit where applicable from the Serenità child fare for the class in which they are travelling.

Young persons after their fifteenth birthday, that is over the age of 14, on the date of travel, pay the Serenità adult fare for the class in which they are travelling.

The child’s age for application of these special conditions is calculated on the date of travel. A document proving the child’s age may be requested on board and payment may be required in the absence of 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 (see Part II).

10.2 Group fare

To benefit from the Gruppo fare, the group must be composed of a minimum of 10 passengers. The Gruppo fare is not available on-line. Gruppo reservations with a purchase option can only be requested at one of the specialist Trenitalia France agencies. See Appendices relating to Fares.

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

Trenitalia France also offers a Gruppo Scolastico fare to school groups on the terms set out in the Appendix.

The organiser of the trip shall be the sole point of contact for all requests for amendment, 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.

10.3 The fare for a person accompanying a person with reduced mobility holding a disability card - PMR Compagno Fare.

The accompanying person travelling with a person with reduced mobility, holding an official document confirming the disability. The PMR Compagno tickets enables the Serenità minimum price to be applied depending on the train and class of travel.

Official evidence confirming the disability must be produced on board to enable the accompanying person to benefit from the reduction. A companion who fails to produce such a document will be travelling without a valid ticket and will be required to rectify their situation (see Part II).

No season tickets are valid on Trenitalia France trains.

10.4 Other reduced fares

Trenitalia France reserves the right to create new reduced fares reserved for specific categories of passengers who 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.

Section 2 – Services ancillary to carriage

Article 11 – Transportation of pets

Pets are only permitted on board in accordance with the terms defined below. 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 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.

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

11.1 Transportation of small pets

A pet of under 5kg may travel free of charge and without a reservation. However, the pet must travel in a bag, a basket or a standard sized cage.

The bag, basket or cage which accommodates the animal during the journey forms part of the luggage allowance described in Article 12.

11.2 Transportation of large dogs

Large dogs (weighing between 5 and 50kg) may be accepted on trains subject to payment for the chosen option at a fixed amount of €30 per animal when the ticket is purchased (at the ticket office or on-line). Where payment is made on board, if the animal’s owner promptly informs the on-board crew, the amount is fixed at €40. If, however, the owner does not promptly inform the on-board crew, the amount will be €80.

On trains, the dog must be kept on a lease and muzzled.

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

11.3 General provisions

For everybody's well-being, passengers must check 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. Trenitalia France will refund the customer the difference in fare associated with the downgrade upon request.

The ticket may be purchased on-line, from self-service ticket machines or at the ticket office.

If this has not been done, the person responsible for the animal shall make payment on board (by bank card or in cash), to the crew, by purchasing a specific dedicated ticket irrespective of the journey made (see Trenitalia.com for fares).

The animal must not be left alone during the journey.

Dogs 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.

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 without a reservation.

Article 12 - Luggage

Each passenger may bring a maximum of 2 items of luggage and 1 item of hand luggage, 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 and 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 pushchair per passenger,
- In a closed bag,
- Maximum authorised size: 2m.

The hand luggage may be placed under the passenger's seat and must be of a maximum size of **30x30x35cm**.

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.

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.

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

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

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 - PROVISIONS RELATING TO ACCESS TO AND USE OF THE WWW.TRENITALIA.COM WEBSITE

Minors may only use the Trenitalia.com website under the supervision and responsibility of a competent adult.

Article 13 - Prior registration

A user account does not need to be created in order to book transport services on the Trenitalia.com website.

Article 14 - Cookies and web beacons

The www.trenitalia.com website uses cookies to enable on-line purchases to be made and to optimise the website.

The data collected on the www.trenitalia.com website is processed in accordance with the Trenitalia France privacy policy. When an internet user browses the www.trenitalia.com website, they authorise Trenitalia France by default to store cookies on their browser. If the internet user does not wish Trenitalia.com to store cookies on their browser, they can deactivate the cookies by changing their browser settings or options. However, some of the pages of the www.trenitalia.com website may not function correctly if this is done. Additionally, there are many sources of information on cookies and web beacons on the internet. Those who are concerned about the way they are used are therefore advised to carry out further research on the matter before deciding whether or not to accept cookies from the websites they visit.

Cookies are small data files which are sent by a website and stored on the net user's browser. They enable data on visits and visitors to the website to be stored temporarily. Every time the internet user returns to the same website, the data from their previous visit is retrieved. Cookies do not generate or transmit viruses. Certain cookies are essential for use of the website and help to make a website usable by activating basic functions such as page browsing and access to the website's secure areas (therefore, the website cannot function correctly without these cookies). The storage period for data collected via these cookies may not exceed 13 months. Cookies which are strictly necessary for the provision of a service expressly requested by the user are excluded from the prior request for the user's consent.

Cookies optimise the use of the website by:

- displaying the relevant browsing settings for the user,
- retrieving the user's preferences (country, language etc.),
- fixing bugs or enabling useful data to be retrieved swiftly.

The majority of internet browsers accept cookies by default. However, internet browsers can be configured to refuse cookies or to create an alert if cookies are sent. It is important to emphasise that there is a risk that some of the website's functions may not operate correctly if the browser used does not accept cookies.

"Web beacons" and "Clear GIFs":

Trenitalia France collects anonymous data on the use of the website which it shares with one or more external audience analytics companies to enable statistics to be produced. Some of the pages visited on the website therefore contain electronic images in the code of the web page called "pixel tag" (also "invisible GIF" or "web beacon") which function similarly to cookies. Web beacons are used to analyse the traffic from one page to another to optimise internet traffic flows. Advertising service providers external to the website may also use web beacons to identify internet users when they visit the website and to find out how they discovered it.

Other audience measurement cookies known as statistical cookies help the website owners to understand how visitors interact with the website, via the anonymous collection and communication of information.

For these cookies, it is therefore necessary to obtain your prior consent to data collection. You may at any time object to your data being re-used for marketing purposes. Security measures must be implemented to avoid such data being damaged, corrupted or accessed by unauthorised third parties.

The data collected on the Trenitalia.com website is processed in accordance with the privacy policy of Trenitalia France. When an internet user browses the www.trenitalia.com website, they authorise Trenitalia France by default to store cookies on their browser. The majority of internet browsers accept cookies by default. However, internet browsers can be configured to refuse cookies or to create an alert if cookies are sent. If the internet user does not wish the Trenitalia.com website to store cookies on their browser, they can deactivate the cookies by changing their browser settings or options. However, some pages of www.trenitalia.com may not function correctly in this case.

Trenitalia France does not guarantee that the www.trenitalia.com website is free of any 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 executing 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 causing any data to be lost;
- for the consequences of any virus, anomaly or technical fault;
- for any other malfunction of the internet and any technical, hardware or software fault of any kind preventing the order being processed correctly.

Article 15 - Intellectual property

The www.trenitalia.com website is owned by Trenitalia. Trenitalia owns all the intellectual and industrial property rights relating to the website or holds the use rights over all accessible elements (text, images, photos, graphics, graphic style, databases, icons, sound, software).

Access to the website does not give the user any rights over the intellectual property rights relating to the website which remain the exclusive property of Trenitalia.

The user therefore cannot in any circumstances reproduce, represent, adapt, translate, partially or completely modify on any medium whatsoever, by any means whatsoever, or use, distribute, sell in any way whatsoever all or part of the www.trenitalia.com website without the prior written agreement of Trenitalia. Proceedings, notably for infringement, may be brought by Trenitalia France in relation to any use for any purpose whatsoever which has not been authorised in advance by Trenitalia France.

Article 16 - Hypertext links

Links to websites managed by third parties are published to assist the user in finding information and to improve the content of the website.

Trenitalia France shall not be held liable for the data, content, products and/or services offered by such websites or for their availability or privacy policy. Trenitalia France shall not be held liable in relation to any agreement entered into on any such third-party website.

Article 17 – Protection of personal data

In accordance with the Act on Information Technology and Civil Liberties of 6 January 1978 (referred to in the remainder of this article as "the Act"), and with the General Data Protection Regulation No. 2016/679 of 27 April 2016, the user is informed that their personal data and data relating to the passenger(s) entered when the order is made will primarily be processed (i) to carry out reservations and operations relating to management of the client relationship (request for information, claim, etc.) (ii) to provide specific services in relation to the transport service, (iii) for prospecting, loyalty, and to compile and provide marketing information (iv) to undertake statistical studies and (v) to manage requests in relation to the right of access, correction and objection. It may also be used for international services in order to facilitate the completion of administrative formalities relating to immigration and entry into the country, and generally to prevent non-payment and combat fraud, and to ensure the safety and security of trains.

The passenger is informed that any incident occurring during the Contract of Carriage, notably which may affect the safety or security of a train, may be subject to computerised recording.

The user is informed and accepts that Trenitalia France may be required to record data when providing certain specific ancillary services (assistance, etc.), which may fall under Article 8 of the Act. This data will be used exclusively for the specific ancillary services requested by the passenger.

The data collected may be communicated to Trenitalia France's authorised personnel, its partners or its service providers, strictly for the purpose of fulfilling all or part of the above purposes.

Pursuant to the laws and regulations applicable in France and at an international level, Trenitalia France is also sometimes required to supply personal data to French or foreign competent public authorities (customs, immigration etc.), in particular for the purpose of preventing and combating terrorism or other serious crimes.

Some of the above-mentioned recipients may be based outside the European Union and may have access to all or part of the personal data collected by Trenitalia France (surname, forename, passport number, journey details, etc.), for the sole purpose of duly performing the Contract of Carriage or as a result of a specific statutory authorisation. Data transfers outside the European Union are made in accordance with the terms of Articles 68 et seq of the Act.

Subject to the legislation in force, Trenitalia France reserves the right to use passenger data under the conditions and exclusively for the purposes stipulated in this article.

If the law so requires, the data will only be used by Trenitalia France for commercial prospecting purposes if the user has agreed to such use when disclosing their personal data. The user's express consent is required for the data concerning him or her to be used for such purposes.

With regard to partners' commercial proposals which we communicate to users, Trenitalia undertakes not to make any data transfers.

Your personal data is collected for the period strictly required for the purpose for which it was collected to be fulfilled.

Additionally, according to the statutory provisions, where no contact has been made for 3 years, your data will be deleted, except for your data which is essential for the management of statutory and regulatory requirements.

Each passenger has a right of access and rectification in relation to their personal data, and a right to portability of the data. The passenger(s) have a right to object, for legitimate reasons, to the processing and use of the data.

These rights may be exercised directly with Trenitalia France via the contact form provided on the www.trenitalia.com website or by letter sent by post to the following address:

Trenitalia France - Data protection officer
B.P. N° 10308
75563 PARIS CEDEX 12
France

It is specified that certain personal data must be collected to enable the booking to be made and for the Contract of Carriage to be drawn up. 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, the 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.

All relevant information enabling you to understand how your personal data is used by Trenitalia France is set out in our Privacy Policy.

PART 2 - General Conditions of Carriage

These General Conditions of Carriage are issued in accordance with Regulation (EC) No 1371/2007 on the rights and obligations of rail passengers (hereinafter the "Passengers' Regulation") and any relevant French laws.

If there is any inconsistency between these Conditions of Carriage and the compulsory requirements imposed by the Passengers' Regulation, the provisions of the latter shall prevail.

If there is 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.

Chapter 1 – Validity of the ticketArticle 1 - General matters

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

The conditions of sale of Trenitalia France transport services and the conditions for cancellation and refund of the ticket are set out in Title 1 "General Conditions of Sale" above.

Article 2 – Trenitalia France Ticket

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

2.2 All passengers must hold a valid ticket and any document required in support of their fare in accordance with these General Conditions.

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 his or her 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 his or her identity will be refused access to the train or asked to leave the train even if they have a valid ticket.

The list of the only valid identity documents is laid down by ministerial decree. They are:

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

Article 3 - Seat allocation

The on-board crew may require passengers to move seat for exceptional operational reasons.

Article 4 – Transferability of the ticket

The ticket is transferable provided that the journey has not commenced and that any special conditions as to 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 departure on www.trenitalia.com or at the ticket office.

Chapter 2 – Ticket inspection and procedures where a passenger is travelling without a valid ticketPreliminary Article - 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 form (or PNR) or loaded onto their smart phone, to any Trenitalia France officer requesting it, on trains and on the platform. As the ticket is named, the passenger must be able to prove their identity.

Access to trains is conditional on a valid Covid pass being held, subject to any changes to government measures.

Article 5 – 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. The following in particular 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 named ticket but cannot prove their identity.

Article 6 – Fixed compensation**6.1 Offence relating to a fare**

In accordance with the provisions of the French Transport Code it is an offence to board a train without a valid ticket.

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.

At the time of inspection, a passenger travelling without a valid ticket, who has not informed staff promptly, has the option of rectifying the situation by immediately paying a fixed fine, by way of settlement, in addition to any shortfall.

Any shortfall means (1) the price of the on-board scale of fares (see definition in the Appendix) or (2) the difference

between the fare paid and the fare which should actually have been paid, having regard to the travel class chosen (the difference being calculated on the basis of the on-board scale of fares).

Where settlement is paid immediately at the time when the offence is established, a receipt will be issued.

The amount of the fixed fine is set out in the Appendix. The fixed fine is payable per passenger.

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 invited to leave the train at the next station stop.

6.1.1. On-board payment in accordance with the on-board scale of fares

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 got on, they may rectify their situation (on a commercial basis) in accordance with the on-board scale of fares.

6.2 Offence 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. The amount of the fixed fines for offences under railway transport policy is shown in Appendix 3.

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

The passenger shall have the period stipulated by law to pay the amount of the settlement which includes:

- any shortfall,
- 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 by writing to the following address: Trenitalia France - Appeals Department, BP No 10308, 75563 Paris Cedex 12.

When checking the existence and validity of passengers' tickets, certified inspection personnel approved by the State Prosecutor are authorised to take down the offender's identity and address. If the passenger fails to cooperate when his or her identity is taken down to enable the offence report to be drawn up, the inspection staff may seek the assistance of a police officer.

If the offender refuses or is unable to prove his or her 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 police officer to arrive.

If the 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.

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

Article 7 – Accessibility

7.1 Access to trains

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, so far as possible, use its best endeavours 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 8 - Assistance

A disabled or mobility reduced person 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 movements 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.

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

To request assistance at the station, the passenger should lodge a specific request when booking the journey or at least 24 hours before the journey, by making a request at the point of sale where the ticket is 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. 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, mandatory mask-wearing, etc.). See conditions at www.trenitalia.com.

Chapter 4 – General principle in relation to information and assistance

Article 9 - Information and assistance if the train is delayed

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

Trenitalia France will confirm the cancellation or the delay of the train, as the case may be, where a passenger so requests.

9.2 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 10 – Customs procedures for international journeys.

10.3 Trenitalia France shall not in 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 - The passenger's obligations

Article 11 – Before the train departs

11.1 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. In default, 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.

11.2 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 him or herself 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.

11.3 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.

11.4 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 3 minutes before departure. At intermediate stations, access to the train is not guaranteed less than 1 minute before departure. The passenger will not be entitled to a refund or compensation if access is refused in these circumstances.

11.5 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.

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

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

Article 12 - The passenger's conduct

12.1 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.

12.2 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 of other passengers by restricting all noise disturbance.

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

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

In accordance with the provisions notably of the Transport Code, this conduct constitutes infringement of railway

transport policy sanctioned by way of offences which can be established by Trenitalia France's certified agents.

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 Appendix 3.

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

12.4 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. Trenitalia France advises parents and guardians not to leave minors under 14 or adults under guardianship alone and to ensure that they are accompanied by a responsible adult passenger when they are moving around the train.

12.5 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 shown visibly and must be looked after by the owner, who shall be responsible for it. 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.

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

12.7 If the passenger fails to comply with the terms of this article, Trenitalia France may be required to take any suitable measures which are 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 cause them to 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 where the passenger:

- is a threat to the safety and smooth running of the service or to the safety of other passengers, him/herself 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 card or passport.

The passenger is not entitled to have the ticket refunded, or to any compensation in any of these cases.

12.8 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 13 - Luggage

13.1 The passenger is permitted to take with them free of charge up to 2 items of luggage and 1 item of hand luggage, 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 or pushchairs may be brought on as luggage provided the following conditions are complied with:

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

The hand luggage may be placed under the passenger's seat and must be of a maximum size of **30x30x35cm**.

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.

In any event, only luggage which is travelling with its owner may be taken on board. Where the owners of an item of luggage cannot be identified on board the item may be destroyed.

All luggage on board must be able to be identified as belonging to a passenger. Luggage must be labelled. The labels must show the passenger's surname and forename visibly.

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.

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

13.2. 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;
- foodstuffs emitting unpleasant odours, for the comfort of other passengers;
- non-standard objects;
- windsurf boards;
- 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 folding bicycles or scooters which have been dismantled and placed in travel bags, in accordance with Article 13.3, measuring a maximum of **80cm (height) x 50cm (width) x 31cm (depth)**, including pockets, wheels and handles. Each bag will then count as an item of luggage and form part of the luggage allowance described above. Larger travel bags are strictly prohibited on board.

Passengers are liable for their personal belongings (luggage, bicycles, scooters, 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 protected individually;
- Inform the train attendant in the event that a battery overheats (computer, telephone, bicycles, scooter, etc.).

Trenitalia France accepts no liability in the event of loss or theft of luggage or of any items the passenger brings on board.

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 items of luggage.

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

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

13.3. Information relating to bicycles

The passenger is permitted to bring on board the train:

- 1 folding bicycle, which must be folded, stored in its closed bag 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 having 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 and there are no safety risks.

13.4. Information relating to skis/snowboards

The passenger is permitted to bring on board the train 1 pair of skis or 1 snowboard per person, provided that:

- the passenger can carry this luggage unaided and without difficulty on the platform and on board;
- the object is placed in a closed bag;
- the object is safely positioned and secured in the areas provided for luggage;
- the maximum authorised size is 2m;
- maximum of 1 pair of skis or 1 surfboard per passenger.

Article 14 – Pets permitted on board

14.1 Any passenger is permitted to bring a pet with them.

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

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

14.2 The passenger shall check that other passengers are not inconvenienced by the animal's presence. If any of the passengers objects 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 the class originally booked.

14.3 The above conditions do not apply to guide dogs accompanying blind or partially sighted people. Guide dogs travel free of charge and without a reservation.

14.4 Dangerous or venomous animals, or animals outside the above categories are prohibited from boarding.

14.5 Dogs must be kept on leads and muzzled in the communal areas.

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.

14.6 Non-compliance with the above conditions will lead to the animal being prohibited from boarding the train or

required to be removed from the train, without any compensation being payable to the passenger.

Article 15- Lost and found policy

For all items lost at any of the French stations served by Trenitalia France trains or for all items lost 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's liability

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

Article 16 – Principles

Liability for death or personal injury to passengers during performance of the transport services is as follows:

- Trenitalia France is liable for operating the transport service provided on the French network;

The liability of carriers is governed by the European Regulation 2007-1371 on the rights and obligations of rail passengers.

16.1 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 1371/2007.

16.2 Trenitalia France will pay the passenger or the passenger's beneficiaries directly, as quickly as possible and at 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 the fault of the passenger or if the recipient of the advance is not the person entitled to it.

16.3 Trenitalia France will use its best endeavours 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.

16.4 Trenitalia France/ or its partners are discharged from any liability:

- if the accident was caused by circumstances unrelated to the rail operations, which Trenitalia France could not avoid, despite it having taken the requisite care in the particular circumstances, and the consequences of which it could not prevent;
- to the extent that the accident is 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 it having taken the requisite care 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 luggage and animals transported

Article 17 - In the event of material damage sustained by the passenger on the train

Trenitalia France is liable for the 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, solely 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. 1371/2007.

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 the timetables

Article 18 - Refunds for delays or cancellations announced

In the event of a cancellation or delay relating to an incoming train which Trenitalia France can reasonably estimate, from experience, at over 60 minutes, the passenger can immediately choose between either:

- 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;

- or 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.

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, the passenger shall then be considered to be travelling without a valid ticket because they do not have such a ticket.

Article 19 - Compensation for a delay

19.1 If the delay does not result in a refund being paid for a cancelled journey, Trenitalia France will pay compensation to the passenger in accordance with the Passenger's Regulation as follows:

- 25% of the fare for a delay of between 60 and 119 minutes;
- 50% of the fare for a delay of 120 minutes or more.

19.2 As a commercial gesture, where the Frecciarossa train arrives at its destination with a delay of between 30 and 59 minutes or more, where the carrier is Trenitalia France, compensation may be claimed up to 25% of the ticket price.

With regard to delays of between 30 and 59 minutes, compensation will only be paid in the form of a voucher to be applied against a future journey.

19.3

If you have effectively completed your journey, Trenitalia France will offer you compensation in the form of a digital voucher, by bank transfer or via a bank card depending on the length of the delay and the fare for the journey.

Trenitalia France agrees to enable the customer to make their claim on-line when the train reaches the station, to reply within a period of 1 month and to offer compensation in the form of a voucher usable at the counter and on the direct sales channels of the operator (Trenitalia.com and the app) to purchase a Frecciarossa train ticket. It can be paid in cash if the passenger so requests except in the case of delays of between 30 and 59 minutes.

The compensation claim can be made:

- On-line at www.trenitalia.com,
- By free post to the address shown at Article 23 of these General Conditions.
- At Trenitalia Ticket Offices

Compensation is not payable where a journey has not taken place.

The customer may choose to receive it in the form of a digital voucher or by bank transfer for delays of 1 hour or more, if the customer provides its bank details including a BIC/IBAN code when making the claim. A voucher is only provided for delays of 30 to 59 minutes.

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).

Compensation relating to the ticket price may be paid in the form of vouchers which can be used to buy a new Trenitalia France ticket within a maximum period of 12 months from the initial date of travel. It can be paid by bank transfer if the customer so requests.

For delays of over 60 minutes, Trenitalia France will take all possible measures to provide assistance in accordance with the principles set out in chapter 8.

19.4 Minimum compensation threshold

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

19.5 If the journey is suspended due to a cancellation or delay or if continuation of the journey cannot reasonably be expected in the circumstances, Trenitalia France will also refund the reasonable costs of informing the people waiting for the passenger at the destination upon presentation of relevant evidence and when necessary will:

- arrange suitable accommodation
- refund the passenger 20 euros per person per meal.

19.6 The passenger acknowledges that any compensation paid in accordance with this article shall cover all losses caused by the delayed train.

Article 20 – Exemption from liability in the event of failure to adhere to the timetables

The passenger is not entitled to any compensation under this section 3 if they were informed of the train's delay before purchasing the ticket or if the delay is less than 60 minutes.

Article 21 - Refund policy in the event of a downgrade

21.1 If the reserved travel class is unavailable for technical reasons on the date of travel, passengers will be offered travel 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 request a refund of the difference in fare between the reserved travel class and travel class which the passenger travelled in, in the same fare category;
- cancel the journey and obtain a total refund of the fare paid.

21.2 The passenger acknowledges that the refund paid under this Article covers all losses caused by the downgrade.

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 22 - Claims in the event of personal injury to individuals

Claims relating to personal injury shall be sent in writing to the carrier providing the transport service at the time of the accident, that is Trenitalia France if the accident took place in France and Trenitalia France and/or Trenitalia if the accident took place on the Italian side, 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 23 - Other claims

23.1 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 generating event.

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

Compensation relating to the ticket price may be paid in the form of vouchers which can be used to buy a new Trenitalia France ticket within a maximum period of 12 months from the initial date of travel. It can be paid by bank transfer if the customer so requests.

Claims not lodged directly with Trenitalia France are generally subsequently sent to Trenitalia France for processing; this is the case for complaints made to Trenitalia in particular.

Claims may be sent directly to Trenitalia France on-line, using the form available on Trenitalia.com, or by registered letter to the address Trenitalia France - Customer Service Department, B.P. No 10308, 75563 PARIS CEDEX 12, France.

For reservations made on Trenitalia.com, the claim must include the reason for the request and the PNR (Passenger Name Record) reservation number.

If the passenger holds a Trenitalia ticket (excluding all-inclusive package holidays) or a ticket booked through the Trenitalia France ticket office, the claim must include the reasons for the request, a copy of the ticket and the details of the account to which any compensation should be paid as follows:

For a PayPal account: the recipient's email address.

For a European bank account: Bank details form (RIB) or IBAN code + SWIFT code + name of bank + surname and forename of the account holder.

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

In all other cases including all-inclusive package holidays, claimants are asked to follow the instructions of the sales outlet which issued the ticket.

If the ticket held by the passenger is a cardboard ticket, the original ticket **must** be provided to Trenitalia France in order for compensation to be awarded.

Depending on the nature of the claim, Trenitalia France reserves the right to ask for additional documentary evidence.

Claims will not be processed at the Trenitalia France ticket office, or by telephone.

Filing a claim does not automatically provide entitlement to compensation.

23.2 Trenitalia France undertakes to reply within a month from the date the compensation claim is lodged in the event of delay, on condition that the person filing the claim provides complete and accurate information.

For any other complaints 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 or swiftly provides any missing information.

23.3 The compensation in the event of delay covers the unit price of a ticket: the compensation for round-trip tickets is calculated on the unit price of the journey (outward or return) affected by the delay.

The amount of the compensation owed by Trenitalia France is paid by re-crediting the bank card which was used to pay for the reservation for purchases made on Trenitalia.com. In other cases the payment is made in principal by bank transfer or to the PayPal account. Other methods of payment may be used.

Chapter 8 - Mediation, claims and national body responsible for application of the "Passengers' Regulation"; legal proceedings

Article 24 - 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 entity external to the company which reconsiders the claim completely independently.

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

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

MTV Mediation Tourisme Voyage BP 80 303, 75 823 Paris Cedex 17.

Further information on mediation is available on the website <http://www.mtv.travel/>

Article 25 - Application of the "Passengers' Regulation"

As previously stated, the Contract of Carriage is governed by the Passengers' Regulation (Regulation (EC) No 1371/2007),

The passenger may lodge 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 in France to check that Trenitalia France complies with the provisions of this Regulation.

More information is available on the DGCCRF website: <http://www.economie.gouv.fr/dgccrf/dgccrf>.

Article 26: Entities against which legal proceedings can be brought

Legal action founded on the carrier's liability in the event of the passenger's personal injury can be bought in writing against the carrier who was providing the part of 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 bought exclusively against Trenitalia France.

Article 27 - Limitation period for liability claims

The limitation period for personal injury claims against Trenitalia France is 3 years and 1 year for other claims resulting from the Contract of Carriage.

Article 28 - Applicable law

Legal proceedings founded on 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 where the obligation which is the basis of the legal claim 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 website www.trenitalia.com 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 after all attempts to reach an amicable solution have failed, the French courts shall have sole jurisdiction to hear this dispute. Any dispute concerning the Contract of Carriage is governed by the above provisions.

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

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

Certain special categories are entitled to other dedicated fares.

1. Offers available on Frecciarossa trains in France operated by Trenitalia France

Fare	Conditions	Conditions for amendment and refund for cancellation prior to departure
On-board scale of fares	Tariff for the ticket sold on board	Non-changeable. Non-refundable.

Serenità	On sale up to the train's departure (except on board the train). Passengers aged between 4 and 14 years old benefit from a reduction of 50% on the Serenità fare applicable at the time of booking.	The ticket is exchangeable by paying any difference in price up to the train's departure, an unlimited number of times. In the event of amendment, the new booking must relate to a journey to be taken within a maximum period of 6 months from the date of the first change. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of 20% up to the scheduled time of departure; no refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
PMR Compagno	Fare reserved for a passenger accompanying a passenger with reduced mobility. This offer is valid for up to 1 person accompanying the person with reduced mobility on the same train and in the same travel class. An official document confirming the reduced mobility is required on board to enable the companion to benefit from the reduction.	The ticket can be exchanged by paying any difference in price up to the train's departure, an unlimited number of times. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of 20% up to the scheduled time of departure; no refund after this deadline.
Special	A limited number of seats offered on the conditions applicable to this fare. Reserved for persons "entitled" to the fare, in possession of evidence representing a current commercial agreement or promotional offer.	Non-changeable. Non-refundable.
VIP	A limited number of seats offered on the conditions applicable to this fare. Reserved for persons "entitled" to the fare, in possession of evidence representing a current commercial agreement or promotional offer.	Non-changeable. Non-refundable.
Gruppo	Fare reserved for groups of at least 10 passengers aged 15 and over. One free ticket for every 15 people. A limited number of seats. A maximum of 5 free tickets are available. Passengers aged between 4 and 14 years old benefit from a reduction of 50% on the Gruppo fare applicable at the time of booking.	Amendment can be made until the train's departure. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of 20% up to 5 days prior to departure. No refund after that period. A deposit of €5 per customer can be made to reserve the journey ("Purchase option"). The total amount outstanding must be paid 5 days before departure. In the event of cancellation by the customer, the deposit can be refunded up to 30 days prior to departure.
Gruppo Scolastico	Fare reserved for school groups of at least 10 students with a maximum age of 20 accompanied by an adult. If more than 13 people are travelling, a maximum of 5 free tickets will be available. All passengers must travel in the same travel class. A passenger list printed on the headed notepaper of the educational establishment and showing the with the approval number in the State where it belongs must be presented on board. A limited number of seats.	Amendment can be made until the train's departure. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of 20% up to 5 days prior to departure. No refund after that period. A deposit of €5 per customer can be made to reserve the journey ("Purchase option"). The total amount outstanding must be paid 5 days before departure. In the event of cancellation by the customer, the deposit can be refunded up to 30 days prior to departure.
Sala Meeting	The Sala Meeting meeting room is only sold as a private room for 2 to 5 passengers. A reservation for the Sala Meeting room constitutes a ticket. The Sala Meeting room is only available for reservation for Origins and Destinations in France. 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.	The same conditions for refunds and exchanges are available for the Sala Meeting room as for the Serenità fare. Partial refunds will not be made.
Large dog	Dog weighing in excess of 5kg. A fixed price is payable in the sum of €30 Except for guide dogs accompanying the blind or partially sighted which travel free of charge and do not require a ticket. Can only be reserved with the Allegro offer.	The ticket can be exchanged by paying any difference in price up to the train's departure, an unlimited number of times. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of 20% up to the scheduled time of departure; no refund after this deadline. No refund will be granted if the amount of the refund payable is less than €10.

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

The offences are contained in particular in the French Transport Code and Criminal Code.

This list is not exhaustive.

Description of the offence	Fixed fine
Preventing the closure of access doors to coaches immediately before departure or opening them after the departure signal whilst the train is moving (R.2241-26 of the Transport Code)	€135

Operating an alarm without a legitimate reason (2242-4 of the Transport Code)	€135 and up to €3,750 plus a term of imprisonment of 6 months if intention is established
Soiling coaches: spitting, damaging, excessively noisy appliances (R.2241-14 of the Transport Code)	€135
Boarding or remaining on the train in a clear state of drunkenness (R.2241-15 of the Transport Code)	€8135
Smoking in the coaches (R.2241-17 of the Transport Code)	€68
Failing to label luggage (Article 7 of the decree)	€68
Occupying an area not intended for passengers, notably by placing or storing luggage or any other object there, or obstructing circulation in the corridors or access to the compartments (R.2241-23 of the Transport Code)	€135

Appendix 3 - On-board payment

For any on-board ticket purchase, where the passenger spontaneously presents him/herself to the on-board crew.	On-board scale of fares (Maximum Serenità price) + penalty of €10
Passengers without a ticket during a ticket inspection are required to rectify their situation.	On-board scale of fares (Maximum Serenità price) + penalty of €50
A report will be drawn up in relation to any passenger without a ticket during a ticket inspection who refuses to rectify their situation.	On-board scale of fares (Maximum Serenità price) + penalty of €50 + handling charge of €30

Specific provisions for on-board sales

Any passenger who cannot prove a ticket was purchased before the train's departure must inform the ticket inspector promptly that they do not have a ticket either before boarding the train or within minutes of the train's departure from the station where the train was boarded, in order to rectify their situation.