



Extract from the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)

Note: *The extract of the General Conditions of Carriage worded from the passenger's point of view was in the past designed to be printed in ticket covers which are used for international traffic in the case of manual issuing and, where appropriate, electronic issuing. As the CIT's Manual of International Rail Tickets (MIRT) no longer provides for an obligation to include an extract from the GCC-CIV/PRR, this extract now only serves to assist carriers who may still use it. It therefore does not constitute an official CIT document. If the extract is to be used in general as recommendation for the information of the passengers concerning their rights and obligations, it should be adapted as appropriate to the specific situation of the carrier and/or issuing undertaking.*

Extract from the General Conditions of Carriage (GCC-CIV/PRR)

This excerpt from the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) summarises the passengers' rights and obligations. The legal and contractual texts are the only valid texts in case of litigation.

Your contract

Your ticket, together with the GCC-CIV/PRR and the special conditions of carriage, forms the contractual conditions for your journey by rail. The GCC-CIV/PRR list the legal provisions which apply in detail.

The GCC-CIV/PRR may be consulted on www.cit-rail.org. This website also contains:

- lists of the carriers who derogate from the GCC-CIV/PRR (whole or in parts),
- list of exemptions to Regulation (EU) 2021/782 on rail passengers' rights and obligations (PRR),
- the numeric codes for the various undertakings which are used on tickets to identify them.

You may also consult the GCC-CIV/PRR at staffed sales points.

If your journey includes sections by ship, road or air as well as by rail, then usually the statutory provisions for the mode in question apply.

Your ticket

When you conclude the contract of carriage, you will receive one or more tickets (which may be also in a form of e-tickets). If these tickets or data records – according to the special conditions of carriage - are secured together, stapled, cross-referenced or linked together or if you bought them all together at the same time and through the same sales channel, then they are considered as being a through ticket from your point of departure to your destination. In general, if a sole carrier operates the services on your ticket(s) received, this is also a through ticket.

Make sure that your ticket(s) correspond to what you asked for. If the ticket is/tickets are not made out in your name, it is/they are transferable providing it is/they are not transferred for profit.

Many carriers make a range of tickets available on the internet. Often, you can print these tickets out at home. Passengers must observe any special conditions which apply to tickets bought on the internet and to the special conditions of carriage. Passengers must likewise observe any special conditions which apply to e-tickets.

Unless otherwise provided, you will not be able to have lost, stolen or misused tickets replaced or refunded.

Note: *As appropriate, it may be sensible to include a paragraph to cover the liability of travel agencies/ticket vendors (acting as intermediaries for issuing undertakings) and that of tour operators (within the meaning of the PRR) acting on their own account:*

A travel agent/ticket vendor selling a ticket is only the agent of the issuing undertaking and does not assume any liability arising from the contract of carriage, without prejudice to the specific liability of the tour operator.

Your journey

Remember to validate your ticket yourself before boarding the train if the special conditions of carriage require that. Make sure you hold a valid ticket before boarding the train, otherwise you should check if it is possible to buy your ticket on-board and under which conditions. You should hold your valid ticket throughout your whole journey.

If your ticket is for a particular train (with or without reserved seat), then it is only valid on the train and date shown on it. In other cases the period of validity is shown on the ticket. If you hold a ticket which does not specify precise dates of travel and particular train, you may find if you may break and resume your journey in the special conditions of carriage.

Make sure you are aware of any passport, customs regulations and sanitary conditions. You are required to be present when customs and police authorities make controls in trains.

Your luggage, bicycle and animal

You may take hand luggage which is easy to handle and associated with a purpose of your journey. The size of the hand luggage must be such that it can be put into luggage spaces. A document is published giving details of the dangerous substances and articles which may be taken (see CIT website <https://cit-rail.org>). Weapons and ammunition may not be carried. Please take care that your hand luggage does not inconvenience other passengers or rail staff.

You are required to label your hand luggage with your name and address if the special conditions of carriage require this.

You may take your bicycle in designated trains. Where special places for bicycles are available you are required to store them there. The bicycle should be kept under supervision. The special conditions of carriage indicate you all the necessary details (e.g. compulsory reservation of bike spaces).

You may take your animal in trains only if the carrier allows it. In this case the special conditions of carriage indicate you all the necessary details. Persons with disabilities or persons with reduced mobility are permitted to be accompanied by an assistance dog. Please note that the relevant national law may specify this permission further on. **Note:** *As appropriate, it may be sensible to specify the national law further.*

Getting a refund

Information on whether refunds are offered in principle and the conditions for applying for one are given in the special conditions of carriage. As appropriate, you may apply for a refund for wholly or partly unused tickets to the undertaking which issued it. If appropriate, you must ask the rail staff at the station at which you totally or partially abandoned the journey to provide you with documentary confirmation that the journey was abandoned. If this confirmation is not submitted with your application, you will have to demonstrate non-use of the ticket in another way.

What to do in the event of delays, cancellations and missed connections?

In the event of a missed connection during the day, when possible, the carrier will facilitate the continuation of your journey with another of his available trains. If a delay exceeds one hour, you may break your journey or return free of charge to your departure point using another train operated by the same carrier.

You will receive a refund for that part of the journey not made or the full fare if you return to the departure point. For this purpose, "the fare" includes reservation charges and supplements but not service charges.

If the carrier has though agreed so beforehand, you are allowed to organise yourself the continuation of your journey.

The same applies if the carrier does not communicate available re-routing options to you within 100 minutes after the train should have left the station, or after you missed it. In these cases, you are only allowed to use providers of public transport services by rail, coach or bus.

You are entitled to receive refund for these costs.

If you should miss the last connection of the day, the carrier who brought you to that point will organise a reasonable accommodation, if this is possible under the current circumstances.

The carrier will absorb the costs of these arrangements including the cost of notifying people waiting for you.

Compensation for delay

If you are delayed within the area in which the PRR applies, then you may apply for compensation. Please note, however, that this Regulation only applies in Member States of the European Union and that some of these states have granted railways exemptions for [domestic **Note:** *It may be appropriate to include domestic services as well in case the Member State exempted domestic rail passenger services from the application of Articles 19, points (a) and (b) and Article 20(2) PRR for an additional period of no more than five years,] urban, suburban and regional passenger services .*

Compensation for delay is calculated as follows:

- if you arrive at your destination with 60 or more minutes of delay, you are entitled to 25% of the fare
- if you arrive at your destination with 120 or more minutes of delay, you are entitled to 50% of the fare.

For this purpose, "the fare" is the whole fare indicated on the ticket(s) representing your contract. for the journey. "The fare" includes any reservation charges and supplements but not service charges. Compensation will only be paid if it is at least € 4.

Delays for which the carrier is not liable

The carrier is not obliged to pay you a compensation for delays caused by circumstances outside his sphere of influence.

Applying for compensation, a refund because of delay and missing the last connection of the day

Applications for compensation and refunds because of delay are best addressed to the undertaking which issued the ticket.

You should make applications for the refund of costs arising from missing the last connection of the day (accommodation costs plus the costs of notifying people waiting for you) to the last carrier before the missed connection. Please ensure that you demonstrate that the connection was missed and provide evidence of the cost of the accommodation if it was not organised by the carrier. The carrier will refund the costs as outlined above.

If you apply to another carrier who was also involved with your journey, that carrier will pass your application on to the carrier responsible. If you apply to a carrier who was not involved with your journey at all, that carrier will provide details of the carrier responsible.

Complaints

General complaints about issues other than those mentioned above may be addressed to the undertaking that issued the ticket or to any of the carriers who have taken part in providing transport during your journey.

Jurisdiction

If you should undertake a legal action, be aware that it– if not agreed otherwise - may be taken in the courts of the State on whose territory the carrier has its principal place of business or the branch or agency which concluded the contract of carriage with you. The law applicable is the one of the competent court.
