General terms and conditions European Sleeper

The general terms and conditions of European Sleeper Exploitatie B.V. (European Sleeper) are (i) applicable to every contract of carriage concluded between European Sleeper and passengers and
(ii) divided into three parts:

- Part 1: General conditions for rail passenger transport (GCC-CIV/PRR)
- Part 2: Special transport conditions night train of European Sleeper
- Part 3: General Webshop Conditions European Sleeper
- Part 4: Terms and Conditions for Upgrades via Plusgrade - European Sleeper

In addition to this, European Sleeper notes that as of 3 December 2009, the European Regulation on Passenger Rights for rail travel is in force across Europe.

Part 1: Edition 7 june 2023

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

Preamble

The purpose of the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) is to ensure that uniform contractual conditions are applied to international and domestic passenger traffic by rail, insofar as this is feasible and appropriate.

The text of the GCC-CIV/PRR and the list of undertakings derogating from them are shown on the CIT website www.cit-rail.org. As a general rule, they may also be consulted at the sales points of those undertakings which provide customer advice.

1 Participation

1.1 Every transport undertaking which is a member of the CIT is to be a party to the GCC-CIV/PRR provided it has not withdrawn from them or made a reservation against them.

1.2 A transport undertaking which is not a member of the CIT may adhere to the GCC-CIV/PRR at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR is to take effect for it on the first day of the second month after it has been notified to the other participants.

1.3 Withdrawals from the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Reservations against the application of particular chapters of the GCC-CIV/PRR may be made by giving six months notice to take effect on 1 January of the following year. Withdrawals and reservations must be sent to the CIT General Secretariat in writing.

1.4 Withdrawals and reservations may be withdrawn at any time by sending a written declaration to the CIT General Secretariat. The GCC-CIV/PRR or the chapter takes effect for the undertaking in question on the first day of the second month after it has been notified to the other participants.

2 Conditions of carriage

2.1 The GCC-CIV/PRR cover general issues concerning the contractual relationship between passengers and carriers. Conditions which derogate from the GCC-CIV/PRR (point 2.2 below) or which only apply to particular routes, particular types of trains or particular offers are covered by the special conditions of carriage.

2.2 The special conditions of carriage may derogate from the GCC-CIV/PRR. If the special conditions of carriage do derogate from the GCC-CIV/PRR they are to mention the paragraph and the point of the GCC-CIV/PRR from which they derogate explicitly. Any derogation in the case of points 10.1, 10.2, 10.3.1, 10.3.4, 10.4, 10.5, 11, 12, 13, 14, 15 GCC-CIV/PRR, may only be in favour of the passenger, unless the Passengers' Rights Regulation (PRR) is not applicable (in non-Member States of the European Union (EU) or on exempted rail services within the EU).

2.3 Both the GCC-CIV/PRR and the special conditions of carriage become integral parts of the contract of carriage on its conclusion (point 4.2 below).

3 Statutory basis

3.1 The carriage of passengers by rail is subject to the following provisions in so far as they are applicable or agreed on a contractual basis:

a) the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV - Appendix A to COTIF) and the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF), and/or

b) Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers' rights and obligations (PRR), and/or

c) national law.

3.2 When carriage of passengers being the subject of a single contract of carriage includes carriage by air, road, inland waterway or sea as a supplement to carriage by rail, each transport mode is subject to the provisions governing that mode in so far as they are applicable or agreed on a contractual basis, without prejudice to the Articles 1 and 31 CIV.

4 Contract of carriage

4.1 The contract of carriage obliges the carrier(s) taking part in the performance of the contract of carriage to carry the passenger from the place of departure to the place of destination.

4.2 Contracts of carriage consist of:

a) the GCC-CIV/PRR;

b) the carrier(s) special conditions of carriage; and

c) the specific data indicated on the ticket (point 5.1.3 below).

In the event of conflict between the GCC-CIV/PRR and the special conditions of carriage, the latter take precedence over the former. In the event of inconsistencies in the special conditions of carriage, the condition more favourable to the passenger is to apply.

4.3 Contracts of carriage are confirmed by tickets, either in the form of traditional paper tickets or as e-tickets. Tickets act as prima facie evidence of the conclusion and content of the contract of carriage.

4.4 One ticket represents one contract of carriage except for the cases covered in points 4.5, 4.6 and 4.7 below.

4.5 A ticket or tickets, purchased in a single commercial transaction from a railway undertaking, shall constitute a through-ticket, except if it is mentioned on the tickets, or on another document or electronically in such a manner that allows the passenger to reproduce the information for future reference, that the ticket or the tickets represent separate transport contracts, and the passenger was informed of it prior to the purchase.

4.6 A single commercial transaction means the purchase of one or more tickets at the same time and through the same distribution channel according to the carrier's timetable proposal, leading to one single payment.

It does not constitute a single commercial transaction if, despite respecting the single payment obligation:

- a customer for an intended entire journey autonomously splits this entire journey into separate journey segments and/or

- does not respect the connection time between the individual journey segments proposed in the timetable offer.

4.7 Transfer between railway stations, for example in the same conurbation by transport modes other than rail (bus, tram, metro, taxi, bicycle), or on foot, does not form part of the contract of carriage by rail and is performed in accordance with the law applicable to the transport mode in question.

4.8 Carriage by another mode of transport before or after carriage by rail, or between two rail transport services, is subject to a single contract of carriage only if it is represented by one ticket, without prejudice to point 4.5 and 4.6, or if it is provided for in the special conditions of carriage of the carrier(s) concerned.

5 Tickets and reservations

5.1 In general

5.1.1 Carriers or their associations determine the design of tickets and the languages and characters to be used to print and fill them out.

5.1.2 E-tickets are subject to special conditions of carriage. The details contained in the e-ticket can be transformed into legible written symbols.

5.1.3 As a rule, tickets are to indicate the carrier(s) taking part in the performance of the contract of carriage, the issuer of the ticket, the route, the fare, the period of validity of the ticket, the conditions of carriage applicable and, where appropriate, the name of the passenger, the date of travel, the train number and the accommodation reserved. Issuers and carriers are generally identified by codes, a list of which is available on www.cit-rail.org.

5.1.4 The special conditions of carriage specify the conditions under which reservations may be optional or compulsory.

5.1.5 The special conditions of carriage specify the conditions and arrangements for reductions (e.g. for children, groups, etc.).

5.1.6 Passengers shall be entitled to take bicycles on board the train, where appropriate for a reasonable fee, subject to the limitations for safety or operational reasons, in particular as a result of capacity limits applicable during peak hours, or where rolling stock does not permit it or if the carrier decides to restrict the carriage of bicycles based on the weights and dimensions of the bicycles concerned.

5.2 Purchase

5.2.1 Tickets are sold either directly by the carrier's sales points or indirectly by authorised sales points. Where carriers who are not taking part in the performance of the contract of carriage or third parties (e.g. travel agencies) sell tickets, they act as agents and accept no liability resulting from the contract of carriage.

5.2.2 Where there is no ticket office or no accessible ticketing machine in the station of departure and no other accessible means to purchase a ticket in advance, passengers with disabilities shall be permitted to buy tickets on board the train at no extra cost. Carriers may limit or deny in their special conditions of carriage this right on justifiable grounds related to security or compulsory train reservation. Where there is no staff on board the train, the carrier shall advise the persons with disabilities whether to purchase the ticket and if that is the case, inform them on how to purchase the ticket.

5.2.3 Tickets which are not made out in the passenger's name are transferable if the journey has not begun. Tickets must not be sold for profit by passengers.

5.2.4 If the fare can be paid for in a currency other than the national currency of the carrier or other than a currency used by the carrier, details of the currency and the rate of exchange are to be published in accordance with the carrier's conditions.

5.2.5 Conditions for the return and exchange of tickets and refunds of fares – except in the case of train cancellations or delays (point 10.1.1 below) – are determined by the carriers' special conditions of carriage which state any charges payable. As a rule, exchange is treated as cancellation of the original contract of carriage and conclusion of a new one. Return, exchange or refund of tickets which are illegible or damaged may be refused. Refunds will be made using the same method used for payment for the ticket or, if appropriate, as a voucher.

5.2.6 Subject to the national law applicable, passengers who abuse the e-ticketing systems may not be permitted to continue to use e-ticketing systems and home printing functions.

5.2.7 Lost or stolen tickets will neither be replaced nor refunded.

6 Passengers' obligations

6.1 Before the journey

6.1.1 Passengers must pay fares in advance and ensure that tickets are made out in accordance with their instructions.

6.1.2 Unless specified otherwise in the special conditions of carriage, passengers are not entitled to any reduction in the fare once the ticket has been purchased.

6.1.3 The special conditions of carriage specify if passengers must validate tickets themselves before boarding.

6.1.4 Tickets are not valid if any endorsements which passengers are required to make are missing, if passengers have failed to validate their tickets as required or if the tickets have been altered after issue or falsified. The special conditions of carriage specify the procedure to be adopted in these cases.

6.1.5 If the electronic data or the security certificate in e-tickets is not readable, passengers have to purchase new tickets. Passengers may send these e-tickets to the issuer for resolution or refund.

6.1.6 The special conditions of carriage specify if and under what conditions children may travel alone.

6.2 During the journey

6.2.1 Passengers must board trains before the departure time shown in the published timetable so that trains can depart on time. If passengers do not board before the departure time of the train or, where appropriate, within the time period preceding departure and shown in the special conditions of carriage, travel on the train will not be guaranteed.

6.2.2 Passengers must hold tickets valid throughout the whole journey. Passengers must show tickets to rail staff on demand and retain them until leaving the destination station. Passengers without valid tickets may have to pay a surcharge in addition to the fare itself, failing which they may be required to discontinue their journey.

6.2.3 Passengers with special tickets (e.g. made out in the passenger's name, issued at a reduced fare, e-tickets, or tickets paid for in particular ways) must be able to prove their identity and entitlement at any time in accordance with the special conditions of carriage.

6.2.4 Rail staff may retain tickets for audit purposes. In these cases, passengers are given replacement tickets or receipts.

6.2.5 Subject to the special conditions of carriage, passengers may not break and resume their journeys at will.

6.2.6 Tickets entitle passengers to carriage in the class of travel indicated and to the accommodation which the passenger has reserved (if any). The special conditions of carriage cover cases where only a lower class of travel is offered over a section of the journey. Reserved accommodation must be claimed within fifteen minutes of departure of the train from the station from which the reservation was made or the passenger may lose his claim to the accommodation.

6.2.7 Passengers may only occupy one seat. Accommodation reserved for persons with reduced mobility or for families with children is to be given up.

6.2.8 Passengers must follow instructions given by the carriers' staff, the station managers' staff and the infrastructure managers' staff. In particular, passengers must observe the regulations for the use of premises and facilities and any special conditions for accessing trains.

6.2.9 Passengers must observe all customs regulations, police and health authority regulations and the regulations of other administrative authorities, including visa requirements. If the carrier bares the costs for return, or a (possible) stay preceding the return, of passengers without valid entry documents, the carrier retains the right to take recourse against such passengers. Vis-à-vis such passengers, the carrier can refuse to refund the unused parts of the tickets for their initially planned journey based on the special conditions of carriage.

6.2.10 Passengers may not smoke in areas where smoking is not permitted even if other passengers consent.

6.2.11 Carriers may penalise the misuse of alarm and emergency equipment in accordance with the national law applicable.

6.2.12 Passengers who present a risk to the safety of operations or other passengers, or who inconvenience other passengers in an unacceptable manner, may be excluded from carriage and will not be entitled to a refund of their fare.

7 Hand luggage

7.1 Passengers may take hand luggage with them. The hand luggage must be easy to handle, associated with a purpose of their journey and capable of being fitted into luggage spaces. Passengers must supervise their hand luggage and label it if required by the regulation. Hand luggage must not inconvenience other passengers or rail operations, nor cause damage, for example, to other passengers, other hand luggage or rail equipment. The special conditions of carriage specify the penalties that may be applied in these cases.

7.2 The Regulation concerning the International Carriage of Dangerous Goods by Rail (RID – Appendix C to COTIF) and in particular point 1.1.3.8 of its annex (www.otif.org) apply to the carriage of dangerous goods. In general only substances and articles which are packaged for retail sale and intended for personal or domestic use or for leisure or sporting activities are permitted. For information purposes see the Notice concerning the carriage of dangerous goods in passenger trains available at www.cit-rail.org.

7.3 Taking weapons and ammunition in trains is prohibited. The special conditions of carriage specify the exceptions and the procedures in those cases.

7.4 Lost property is to be reported to rail staff immediately. The carrier may examine unsupervised hand luggage including its contents and remove it from the train and destroy it if the carrier or the authorities consider it necessary for the safety of operations or passengers.

7.5 Where designated places for bicycles are available on board the train, passengers shall stow their bicycles in such places. Whether such places are available or not, passengers shall keep their bicycles under supervision, and shall make all reasonable efforts to ensure that their bicycles cause no harm or damage to other passengers, mobility equipment, luggage or rail operations. The special conditions of carriage apply furthermore to accompanied bicycles.

8 Animals

8.1 Passengers may take animals in trains only in so far as the carriers allow it. If the carriers do allow it, the special conditions of carriage apply.

8.2 Subject to the law applicable, no restrictions apply to blind and disabled persons' assistance dogs which are recognisable as such.

9 Registered luggage and vehicles

If carriers offer the carriage of registered luggage and vehicles, the special conditions of carriage apply.

10 Delays

10.1 Train cancellations and anticipated delays

10.1.1 If a train is cancelled or delayed or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, and if the experience of the carrier leads objectively to the conclusion that the destination point specified in the contract will be reached with a delay of more than 60 minutes, passengers may, in accordance with point 10.1.3 below:

a) demand a refund of the fare for the journey not made or for that part of the journey not made and/or the part made but no longer serving a purpose together with carriage back to the starting point of the journey free of charge, or

b) continue their journey, using a different route if necessary, at the earliest opportunity or at a later date at the passenger's convenience.

10.1.2 As regards continuation or return to the starting point of the journey, it is up to the carrier to offer alternative transport. If the carrier has though agreed so beforehand, passengers are allowed to organise by themselves their re-routing, in which case the carrier shall reimburse the passengers for the costs that they incur.

Furthermore, if the carrier does not communicate available re-routing options to the passengers within 100 minutes from the scheduled departure time of the delayed or cancelled service or the missed connection, the passengers are allowed to organise by themselves, their re-routing, nevertheless only by using providers of public transport services by rail, coach or bus. The carrier shall then reimburse the passengers for the necessary, appropriate and reasonable costs that they incur.

10.1.3 If passengers' tickets are also valid for the return journey and if they use them in accordance with their travel plans, only that part of the total fare which corresponds to the outward journey will be refunded.

10.2 Delays sustained

10.2.1 If passengers do not claim under point 10.1.1 a) above and reach the destination point specified in their contract with 60 minutes or more of delay, carriers will compensate them with 25% of the fare calculated in accordance with point 10.3.1 below. For delays of 120 minutes or more, the compensation will be 50% of the fare calculated in accordance with point 10.3.1 below. Points 10.5.1 and 10.5.2 below still apply.

10.2.2 Rail staff on the train which was delayed, or any other authorised staff, will provide passengers with confirmation of the delay on demand.

10.3 Handling of refunds and compensation

10.3.1 The basis for calculating compensation is the fare indicated on the ticket or the cumulative amount indicated on tickets representing one single contract of carriage (through-ticket).The special conditions of carriage apply to reduced and promotional fares, tickets with integrated reservation, season tickets and other types of rail pass tickets.

10.3.2 The fare taken into account for paying refunds and compensation will include ancillary charges (reservations, supplements, etc.) but exclude any service fees.

10.3.3 Carriers may pay refunds and compensation in the form of vouchers. As a rule vouchers will only be redeemed by the issuing carrier and/or for designated services. At passengers' request carriers will pay refunds and compensation in money in a form chosen by the carrier, e.g. by bank transfer, by credit note or in cash.

10.3.4 Refunds and compensation are processed within a month of application to the appropriate contact point (point 15.2.1). As a rule, amounts under 4 EUR will not be paid. Any financial transaction costs are paid by the carrier.

10.4 Non-continuation of the journey the same day

If passengers are not able to continue their journey in accordance with the contract of carriage on

the same day by reason of cancellation, the late running of a train or a missed connection or if a passenger who has made a reservation for a bicycle was refused the carriage of that bicycle without a duly justified reason, or if continuation of the journey on the same day could not reasonably be required under the circumstances, the carrier will:

a) subject to point 10.5.3 below, refund the reasonable costs of notifying persons awaiting those passengers and;

b) provide reasonable accommodation including the transfer necessary, or

c) refund the reasonable costs of accommodation including the transfer necessary.

In cases where accommodations become necessary due to the circumstances referred to under point 10.5.3, the carrier may limit the duration of accommodations to a maximum of three nights.

Carriers may offer alternative transport (bus, metro, taxi, etc.).

10.5 Relief from liability for delays

10.5.1 Carriers are relieved of liability for delay sustained (point 10.2 above) in so far as the delay is due to transport services:

a) which are wholly performed outside the territory of a Member State of the EU, Switzerland and Norway;

b) which are performed partly outside the territory of a Member State of the EU, Switzerland and Norway, provided that the delay occurs outside those states;

c) which are exempted from the PRR;

d) which do not form part of the contract of carriage (bus, tram, metro, taxi, bicycle between railway stations in the same conurbation);

e) which are performed by another mode of transport (air, road, inland waterways or sea); in that case each mode of transport is subject to its own rules as far as liability for delays sustained is concerned.

10.5.2 In addition, carriers are relieved of liability for delay sustained (point 10.2 above), if passengers were informed of possible delays before buying their tickets, or if when continuing their journeys by an alternative service or route, the delay on arrival at the destination points defined in their contracts of carriage is less than 60 minutes.

10.5.3 Carriers are relieved of liability to pay compensation according to point 10.2.1, if the event was due to:

a) circumstances not connected with the operation of the railway which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent;

b) fault on the part of the passenger;

c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; the infrastructure manager and other railway undertakings using the same railway infrastructure are not to be considered as third parties;

11 Assistance in case of delays or cancellation

If the train is delayed for 60 minutes or more or cancelled leading to a delay of 60 minutes or more, carriers take all reasonable and proportionate action to assist passengers. As far as possible and having regard to the waiting time, this action will include the provision of refreshments and meals and, in accordance with point 10.4 above, the provision of accommodation and the organisation of alternative means of transport.

Special attention will be paid to the needs of persons with reduced mobility as described under Chapter 14.

12 Personal injury

12.1 The carrier's liability for the death of and personal injury to passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. The national law applicable applies to liability for domestic carriage in non-EU Member States. Without prejudice to Article 31 CIV, the maritime law applicable applies to the liability of maritime carriers.

12.2 The carrier liable in accordance with Article 56 § 1 together with Article 26 § 5 CIV is to make appropriate advance payments to passengers or their dependents to cover immediate economic needs in the event of the death or injury of a passenger in an EU Member State if the transport service in question has not been exempted from the PRR. An amount of 21 000 EUR per passenger will be paid in advance in the event of death. In the event of injury, relevant and reasonable costs of up to 21 000 EUR per passenger will be paid in advance.

12.3 Advance payments do not constitute acceptance of liability for the event resulting in the loss and damage and will be offset against any subsequent compensation paid. A demand may be made for the advance payment to be returned if the loss or damage was caused wilfully or negligently by the passenger or if the recipient was not entitled to receive the payment.

12.4 So far as is compatible with the protection of their interests, carriers who decline liability will provide support for pursuing claims for compensation against third parties at passengers' request (where appropriate forwarding documents, sight of inquiry reports, supply of papers, etc.).

13 Loss and damage to property

The carrier's liability for hand luggage and animals in the custody of passengers is determined by the CIV Uniform Rules, without prejudice to applicable national law granting passengers further compensation for damages. Applicable national law applies to liability for domestic carriage in non-EU Member States. Within EU Member States, Switzerland and Norway, the limits in Article 34 CIV do not apply to liability for mobility equipment for disabled persons and persons with reduced mobility.

14 Persons with disabilities or persons with reduced mobility

If not stated in this chapter otherwise, the rights and obligations stipulated in that document apply also to persons with disabilities or persons with reduced mobility.

14.1 Notification period for assistance

14.1.1 Disabled persons and persons with reduced mobility must notify their need for assistance at least 24 hours before the beginning of the journey.

14.1.2 They are to comply with the instructions given by the carriers in order to benefit from the assistance provided in the carriers' access rules.

14.1.3 As appropriate, carriers may accept shorter notice periods.

14.2 Travel conditions

14.2.1 If the carrier requires that a passenger needs to be accompanied on board the train, the accompanying person shall be entitled to travel free of charge and to be seated, where practicable, next to the person with disabilities or to the person with reduced mobility.

14.2.2 An assistance dog is permitted to accompany them in accordance with national law.

14.2.3 Provided there is trained staff on duty, the carrier or the station manager will provide, on departure from, transit through or arrival at a staffed railway station, assistance free of charge in such a way that the person is able to board the train, to transfer to a connecting rail service for which he or she has a ticket, or to alight from the train.

14.2.4 At unstaffed stations, carriers will provide assistance free of charge on board a train and during boarding and alighting from a train if the train is accompanied by trained staff;

14.3 Assistance in case of delays or cancellation

In case of delays or cancellation as described under Chapter 10, special attention will be paid to the needs of persons with reduced mobility including their assistance dogs where relevant:

- with the possibility for the re-routing transport service providers to provide persons with disabilities and persons with reduced mobility with alternative services which are appropriate to their needs and which differ from those offered to other passengers,

- with the provision of an accommodation that takes into account their needs.

14.4 Compensation in respect of mobility equipment, assistive devices and assistance dogs

14.4.1 If the carrier causes the loss of, or damage to, mobility equipment, including wheelchairs, and assistive devices, or the loss of, or injury to, assistance dogs used by persons with disabilities and persons with reduced mobility, it is liable for that loss, damage or injury, and will provide compensation without undue delay.

14.4.2 The compensation will comprise:

a) the cost of replacement or repair of the mobility equipment or assistive devices lost or damaged,

b) the cost of replacement or the treatment of the injury of an assistance dog that was lost or injured; and

c) reasonable costs of temporary replacement for mobility equipment, assistive devices or assistance dogs where such replacement is not provided by the carrier.

15 Claims and complaints

15.1 Claims for personal injury

15.1.1 The person entitled must address claims relating to the liability of the carrier in the case of the death of, or personal injury to, passengers in writing to the carrier having performed the part of the carriage on which the accident happened, within twelve months of becoming aware of the loss or damage. If this part of the carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

15.1.2 If the carriage was the subject of a single contract and was performed by successive carriers, the claim may be addressed to the first carrier or the last carrier or to that carrier who has his principal place of business or the branch or office which concluded the contract of carriage in the state where the passenger is domiciled or habitually resident.

15.2 Other claims and complaints

15.2.1 The person entitled must address other claims and complaints in writing to the issuer of the ticket or to any carrier taking part in the performance of the contract of carriage, within three months of the end

of the rail journey. The original ticket and any other useful document (for example, confirmation of the delay provided by the carrier) are also to be submitted.

15.2.2 Carriers to whom the claims or complaints are submitted will provide reasoned replies to passengers within one month of receiving them. If appropriate, carriers will pass claims or complaints on to the issuing undertaking, informing passengers that they have done so at the same time. Carriers to whom the claims or complaints are submitted or the issuing undertaking will then provide passengers with definitive replies within three months of receiving their claims or complaints.

15.2.3 Carriers will keep the data necessary to assess the complaint for the duration of the entire complaint- handling procedure.

15.2.4 Details of specialist departments, their addresses and their working languages, are shown on www.cit- rail.org. They may also be obtained from the websites of undertakings which apply the GCC-CIV/PRR and as a rule from their sales points providing customer advice.

16 Disputes

16.1 Undertakings against which an action may be brought

16.1.1 An action based on the liability of the carrier in the event of the death of, or personal injury to, passengers may only be brought against the carrier having performed the part of the carriage on which the accident happened. If this part of carriage was not provided by the carrier, but by a substitute carrier, then the person entitled may address his claim to that substitute carrier instead.

16.1.2 An action for the recovery of a sum paid for the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

16.1.3 An action for refund and compensation for delays and other actions made on the basis of the contract of carriage may only be brought against the first or the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.

16.1.4 Article 56 § 3 CIV applies to claims for registered luggage and vehicles made on the basis of the contract of carriage.

16.1.5 If the person entitled has a choice between several undertakings, his right to choose is extinguished as soon as he brings an action against one of them.

16.2 Extinction and limitation of actions

The period of extinction and limitations of actions provided for in Articles 58 to 60 CIV apply to all actions for damages on the basis of the contract of carriage (three years for damages based on the liability of the carrier in case of death of, or personal injury to, passengers; one year for other actions arising from the contract of carriage).

16.3 Jurisdiction

Legal actions based on the contract of carriage may only be brought before the courts and tribunals of the Member States of the Intergovernmental Organisation for International Carriage by Rail (OTIF) or of the EU on whose territory the defendant has his domicile or habitual residence. Actions may not be brought before other courts or tribunals.

16.4 Applicable law

If the national laws of several states are applicable, the law of the state in which the person entitled asserts his rights, including the rules relating to conflict of laws is applicable.

17 Transitional and final provisions

This version of the GCC-CIV/PRR comes into force on 7th June 2023; it repeals and replaces the earlier version of 1 July 2019 and all its amendments.

Part 2: Special transport conditions night train of European Sleeper

Article 1 Definitions

Arrival station

Train station on the route of one of European Sleeper's trains where the Passenger alights from the train.

Booking

Purchase of tickets via European Sleeper's website or their Customer Service department.

Comfort level

The distinction by travel comfort in the carriages and Compartments with seats (Budget), bunk beds (Classic) and beds (Comfort Standard and Comfort Plus).

Compartment

A lockable section of one of the carriages of European Sleeper trains, where there is capacity for a minimum of 1 passenger and a maximum of 6 passengers to sit or sleep.

Contract

Contract of carriage covering the transport of the Passenger from the point of departure to the point of destination.

Departure station

Train station on the route of one of European Sleeper's trains where the passenger boards the train.

Document of carriage

Document for the passenger proving he is entitled to use one of European Sleeper's trains and/or gain access to the station as indicated or electronically registered on this document.

European Sleeper

European Sleeper Exploitatie B.V.
Leidseweg 90F
3531 BG Utrecht, The Netherlands
Phone number: 0302035833
Chamber of Commerce number: 86040472
VAT number: NL8638.41.636.B01

Fare category

The choice of fares and associated Fare conditions, specified for European Sleeper Easy Night, Good Night, and Flex Night.

Fare conditions

The cancellation conditions and availability associated with a Fare category.

Finder

A passenger who finds an item on a train operated by European Sleeper.

Journey

Movement of one or more Passengers between a departure and arrival station.

Lost item

Any unattended item found without supervision of the owner, and handed in to or discovered by European Sleeper.

Occupancy

The occupancy (number of Passengers) per Compartment, whether or not booked as a private compartment for the respective Travel group.

Owner

The person who proves to be the rightful owner of the lost item.

Passenger

The person travelling or intending to travel with the Ticket.

Reservation

Reserving a specific seat for one or more passengers for a particular Journey.

Seat position - for lying down

The seats in the Compartments can be folded in such a way that they can be used as beds.

Seat position - for sitting

The position in which the beds in the Compartments are folded so that they can be used as seats.

Ticket

The ticket is proof of the concluded and the content of Contract between the European Sleeper and the passenger. The ticket can be electronic, physical or both. The ticket itself provides details of the Transport service to which the passenger is entitled, including the main commercial and legal conditions (or a reference to them).

Ticket price

The amount paid to European Sleeper by the person booking the ticket for the purchase of the ticket.

Timetable

The schedule of travel options, arrival and departure times with trains operated by European Sleeper, made available by European Sleeper.

Train staff

Staff on European Sleeper's trains accompanying passengers on behalf of European Sleeper.

Transport demand

Need for one or more passengers to travel between stations, in a certain time period, with a certain Comfort level and occupancy per compartment.

Transport price

The amount payable by the passenger in accordance with a contract of carriage for the transport service to be provided by European Sleeper.

Transport service

A train service operated by European Sleeper between different stations, with a defined Timetable and with different Comfort levels and Occupancy options on board.

Travel group

Combination of passengers undertaking a Journey together.

Article 2 Applicability, availability, and scope

1. These conditions apply to the Contract concluded with European Sleeper for the provision of rail passenger transport.
2. The Contract concluded with European Sleeper only relates to transport by the trains operated by European Sleeper.
3. All General Terms and Conditions of European Sleeper can be consulted via the internet at www.europeansleeper.eu. They are also available on request via European Sleeper's Customer Service department. At the passenger's request, they will be sent by post free of charge.

Article 3 Obligations of European Sleeper

1. On the train routes operated by European Sleeper, European Sleeper undertakes, against payment of the Transport price, to transport the passenger and if applicable, his child(ren), luggage and/or pet(s), in accordance with the Timetable and the Comfort level and occupancy choice stated on the Ticket, from the Departure station stated on the Ticket to the Arrival station stated on the Ticket.

Article 4 Obligations of the passenger

1. Upon receipt of the ticket, the passenger is obliged to satisfy himself that the Ticket corresponds to his stated Transport request.
2. The passenger is obliged to prove, at European Sleeper's first request, by presenting a valid Ticket, that he is entitled to the Transport service which will be, is being or has just been provided to him, his luggage and (if applicable) his child(ren) or pet(s) accompanied by him.

Article 5 Rights of European Sleeper

1. European Sleeper is entitled to deviate from the Timetable under special circumstances, by transporting the passenger at other times, on other routes and with other means of transport.

2. European Sleeper is entitled to withhold all services from the passenger, to refuse access and, where appropriate, to remove the passenger, if the passenger is not able - by showing a printed or digital Ticket – to prove that he is entitled to the services he is using, has just used or appears to be starting to use immediately and/or if, in connection with legislation or regulations applicable at the time, the passenger is not allowed to use the services he is using or appears to be starting to use immediately.
3. European Sleeper is entitled to refuse the passenger access to the train, to give him instructions or - as a last resort - to force him to leave the train, if, in its opinion, the passenger, the luggage, the child(ren) and/or pet(s) accompanied by the passenger cause or appear to be able to cause danger, pollution or nuisance.
4. European Sleeper is entitled to inspect unattended (and in cases where security is, or may be at risk of, being compromised, attended) luggage.
5. European Sleeper is entitled, if the passenger does not entirely fulfil the obligations of article 4, paragraph 2, concerning the possession of the necessary Tickets, to demand that the unproven Contracts be concluded or re-concluded without delay, with due observance of the corresponding financial obligations.

Article 6 Tickets

General

1. A specific Ticket is required to use European Sleeper's trains. This ticket is both the Ticket for the Journey and a Reservation for a place for the relevant Comfort level. The Ticket is only valid for the booked train, day of travel and part of the route stated on the ticket. The ticket price must be paid to European Sleeper prior to the Journey. Tickets are not issued in the passenger's name and are transferable.
2. A digital Ticket is provided by European Sleeper for each passenger individually for each Journey. European Sleeper's night train Ticket can be printed out on A4 or shown digitally to staff on the train. The barcode on the Ticket is required to open the gates at the Departure or Arrival station in the Netherlands. The Passenger is responsible for being able to show the Ticket.
3. Ticket sales generally start 180 days before the departure of the train, but circumstances may shorten this period.
4. Tickets purchased through European Sleeper's website will be issued by e- mail to the person booking the Tickets after payment. The person booking the Tickets is responsible for forwarding the tickets to the relevant passengers. The person booking the Tickets is the first contact in case of any changes. In addition, the contact details of at least one of the Passengers should be provided, so that European Sleeper can keep the passengers informed of any changes. In addition, the contact details of the other passengers may be provided, or of someone else who wants to be kept informed.
5. To combine different Comfort levels, occupancy options and/or Fare conditions in one booking, different Journeys must be added to a Booking. This is because different Comfort levels, occupancy options and Fare conditions cannot be combined in one Journey. By adding different Journeys to a booking, a different number of passengers can also be booked for the outward and return Journeys. All Journeys within a booking can only be cancelled at the same time. Passengers who want to be able to cancel different Journeys separately should buy them in different Bookings. A maximum of four different Journeys can be added in one Booking.
6. Passengers or the person booking the Tickets are not allowed to resell Tickets for profit.
7. Interrupting the Journey on European Sleeper trains is not allowed. In case the Journey has been interrupted by the Passenger, a new Ticket for the rest of the Journey will have to be purchased.

Place allocation on the train

8. The Passenger will be assigned a place on the train by European Sleeper's booking system during the booking process, according to the Comfort level and occupancy options selected by the person booking. Currently, Passengers cannot choose their own places on the train.
9. Immediately prior to Ticket purchase (payment), the place allocated to the Passenger(s) selected by the booking system is shown to the person booking.
10. Passengers are normally assigned to one Compartment with their Travel group. If this is no longer possible (e.g., due to the high occupancy rate of the train), Passengers are allocated to different Compartments as favourably as possible and a warning is issued to the person booking prior to

purchasing the ticket. If the given allocation is not desirable for the Passenger(s), it is advisable for the person booking to try to book a different Comfort level or a different day where a better allocation can possibly be achieved. If you cannot travel in a middle or upper bed due to physical health issues, but have been assigned just such a bed by European Sleeper's booking system, please contact European Sleeper's Customer Service as soon as possible after booking.

Train departure

11. It is the responsibility of passengers to arrive at the Departure station and correct platform on time. It is strongly advised to determine the position of the correct carriage on the platform in advance.
12. European Sleeper is obliged to inform passengers to the best of its ability about any changes with regard to the performance of the train service. It is the responsibility of passengers to check via the usual communication channels whether there are any changes, prior to departure. This can also be done via European Sleeper's website or information channels at stations.

Cancelling Tickets

13. Booked Tickets can be cancelled via the 'My booking' link on the European Sleeper website (at least as soon as this link is operational). If this does not work (e.g., because the link is not yet operational), please contact Customer Service. This is subject to the Fare conditions included in the Contract between European Sleeper and the person who booked the tickets.
14. All Journeys within a booking can only be cancelled at the same time. Passengers who want to be able to cancel different Journeys separately should buy them in different bookings.

Short-distance travel in the morning or evening

15. Only Budget can be booked for certain parts of the Journey, such as for short distances in the morning and evening. In the Netherlands, Belgium and Czech Republic, European Sleeper does not allow you to make domestic journeys and therefore Tickets cannot be bought for these.

Article 7 Fare Conditions

General

1. The ticket is subject to Fare conditions which contain special and deviating conditions regarding cancellation. The Passenger should familiarize himself with these Fare conditions, which are stated on the Ticket and can be consulted on the European Sleeper website.
2. If a Passenger who already holds a Ticket wants to change the route, day of travel or Comfort level of the Ticket, this can only be done by cancelling the original Ticket. The Fare conditions (article 7) of the Ticket apply. All Journeys within a booking can only be cancelled at the same time.

Fare categories

3. European Sleeper applies the three Fare categories and corresponding conditions below. In addition, European Sleeper's fares vary depending on the expected Transport demand on certain days and periods in the year.
4. Flex Night fare: this fare is the normal fare without discount. In case of cancellation, the ticket price is fully refunded up to 48 hours before departure. The availability of this fare is not limited, as long as the train or a certain Comfort level on the train is not fully booked.
5. Good Night fare: this is a discounted fare. With this fare, if cancelled up to 30 days before departure, the ticket price will be fully refunded and if cancelled up to 15 days before departure, 50% will be refunded. For the different Comfort levels, a limited number of tickets is available for this fare.
6. Easy Night fare: This is the fare with the highest discount. Tickets cannot be cancelled. A limited number of tickets is available for the different Comfort levels for this fare.

Children

7. Tickets for children aged 4 to 11 are always charged at the advantageous Easy Night rate, subject to the terms of the Flex Night rate.
8. Children aged 3 and under travel free of charge if they do not occupy their own bed/seat and share the bed/seat with a paying passenger. A bed/seat may be shared by a maximum of one child up to three

years old and one other person. If you want your child to have their own bed/seat, book the child fare.

9. Children up to 11 years old can only travel with European Sleeper if they are accompanied by someone who is at least 18 years old, with a maximum of four children per accompanying person at least 18 years old.
10. Children aged 12 or over who have not yet reached the age of 18 may travel independently on European Sleeper trains, provided they have the consent of their parent(s) or legal guardian (see below).

Minors travelling abroad

11. A Passenger aged 12 years or over who has not yet reached the age of 18 years and who is travelling independently must be in possession of a written authorization from his parent or legal guardian for that particular Journey throughout the Journey and must present this written authorization to a representative of European Sleeper upon first request.
12. A minor Passenger who is accompanied by a person aged 18 years or over must be in possession of the written consent of his parent or legal guardian for that particular Journey throughout the Journey and must present this written consent at the first request of a representative of European Sleeper. The underage Passenger must also be in possession of the aforementioned written consent in case he is accompanied by a parent or legal guardian who has joint parental authority and he must produce this written consent at the first request of a representative of European Sleeper. In the event that a parent has sole parental authority, this parent must prove this upon the first request of a representative of European Sleeper.
13. The written consent referred to above must be demonstrated by using the so-called 'Consent to travel abroad with minor' form, see here for more information: https://www.rijksoverheid.nl/onderwerpen/reizen-met-kinderen/documenten/formulieren/2014/02/06/formulier-toestemming-reizen-met-minderjarige-naar-het-buitenland

Groups

14. On European Sleeper's website, Tickets can be booked for up to six people per Journey. Within the same Booking, an extra Journey can be added, to travel with more people at the same time.
15. For group bookings (such as for school trips or company outings), contact European Sleeper's Customer Service. In consultation with Customer Service, groups are eligible for reduced rates.

Eurail / Interrail passes and discount cards

16. As of 1 July 2023, Interrail Global Passes and Eurail Global Passes will be valid on the night trains of European Sleeper, but only in combination with a European Sleeper Reservation for Budget, Classic, Comfort Standard or Comfort Plus.
17. A European Sleeper Reservation for Budget, Classic, Comfort Standard or Comfort Plus can be purchased via the European Sleeper website or via other official sales channels for European Sleeper. The rates for Reservation apply to both children and adults. The Reservations are subject to the Good Night terms and conditions of European Sleeper.
18. No Reservations can be made for private compartments in Budget or Classic, as the normal rates apply to these.
19. Passengers must be able to show a valid Eurail Global Pass or Interrail Global Pass to the European Sleeper crew. The passes can be shown in digital or printed form. Interrail and Eurail Passes are personal and non-transferable (for more information, please visit the Interrail/Eurail website). Interrail or Eurail Passes for individual countries are not valid on the trains operated by European Sleeper.
20. RAILPLUS and other discount cards are currently not accepted on European Sleeper trains. FIP passes (international passes for railway employees) and other cards are currently not accepted on European Sleeper trains.

Article 8 Comfort levels and occupancy

1. Comfort Plus

   This is the most comfortable travel option. The 3-bed Compartments can be booked as Single (1 person), Double (2 persons) and Triple (3 persons). People who book a Triple in pairs or a Double/Triple alone

may share the Compartment with one or more other passengers. Men and women travel together, except in the Triple - Women Only Compartment, where all those who verifiably identify themselves as women are welcome.

Three seats are available during the day. Toilets are located elsewhere in the carriage. Beds are equipped with fine mattresses, a duvet, sheet, and pillow. The Compartments can be locked from the inside.

Breakfast, welcome drink, towel, and toiletries are included in the ticket price. More drinks and snacks are available from the train crew for a fee. On request, the train crew provides a wake-up call at the passenger's time of choice.

The layout of the Comfort Plus and associated amenities may occasionally differ from the above description, as well as from the images of this Comfort level shown on European Sleeper's website.

2. Comfort Standard

The Comfort Standard compartment has three seats and three beds with mattresses. You can also book a Comfort Standard compartment for private use. Compartments can be booked for single, double, or triple occupancy. Travellers booking a triple compartment for two people, or a double/triple for single use, may share the compartment with one or more other travellers. Men and women travel in mixed compartments, except in the Triple – Women Only compartment, which is open to all travellers who can demonstrate that they identify as women.

The compartments feature compact beds (approximately 60 cm × 175–185 cm) with mattresses and made-up bedding. Each compartment has a three-person bench seat, a small window table, and a large fold-out table, and can be locked from the inside. Washbasins and toilets are not located in the compartment but are available in the corridor.

Mineral water is included. Breakfast, drinks, and snacks are available for purchase from the train staff.

3. Classic

A comfortable and affordable travel option. Both the 6-passenger Compartment and the 5-passenger Compartment can be booked as a shared Compartment. People who book fewer than 6 tickets in the 6-berth Compartment or fewer than 5 Tickets in the 5-passenger Compartment may share the Compartment with other passengers. The 5-passenger can also be booked as a private Compartment, allowing people from the same Travel group to travel together. Men and women travel together, except in the Women Only Compartment, where all those who verifiably identify themselves as women are welcome.

A large folding daytime table is available in the Compartment. Six seats are available in the Compartment during the day, which fold down to five or six bunk beds in the evening. A blanket, sheet and pillow are included for all passengers. Washing and toilet facilities are located elsewhere in the carriage. The Compartments are lockable from the inside.

Mineral water is included in the ticket price. Breakfast can be added through the website for an additional fee., Drinks and snacks are available from the train crew for a fee. On request, the train crew provides a wake-up call at the passenger's time of choice.

Layout of the Classic and associated amenities may occasionally differ from the above description, as well as from the images of this Comfort level shown on European Sleeper's website.

4. Budget

This is the most affordable travel option. The 6-passenger Compartment can be booked as a shared

Compartment for six people. People who book less than six Tickets in the 6-passenger Compartment may share the Compartment with other passengers. Men and women travel together. Toilet facilities are located elsewhere in the carriage. Breakfast can be added through the website for an additional fee. Drinks and snacks are available for a fee from the train crew.

Layout of the Budget and associated amenities may occasionally differ from the above description, as well as from the images of this Comfort level shown on European Sleeper's website.

Persons with reduced mobility

5. At present, European Sleeper's trains unfortunately do not have full facilities for persons with reduced mobility.
6. A folding wheelchair can be taken as luggage. Please contact Customer Service for this. Please note that moving around on the train with a wheelchair is not possible.
7. Travelling with an guide dog is allowed, but only in a private compartment. After booking the passenger can ask the customer service for a free upgrade to a private compartment.
8. For passengers who accompanying people with reduced mobility we offer a special rate obtainable through the customer service.
9. Train staff provide assistance to passengers with disabilities or reduced mobility on the train. If assistance is needed the passenger must notify at least 2 days before departure by sending an e-mail to info@europeansleeper.eu.
10. Assistance at the station must be requested in good time to NS reisassistentie for the Netherlands (www.ns.nl/reisinformatie/reizen-met-een-beperking/ns-reisassistentie.htm), DB Mobilitätsservice-Zentrale for Germany (www.bahn.de/service/individuelle-reise/barrierefrei) or CD for the Czech Republic (www.cd.cz/cestovani-zdravotne-hendikepovanych/default.htm)

Women only Compartments

11. 5-passenger Classic and 3-person Comfort Plus and Comfort Standard (Triple) are also offered as Women Only Compartments, where all those who verifiably identify themselves as women are welcome. A maximum of one child up to 3 years old (boy or girl) per adult can travel with the adult if the child does not occupy its own bed. All other Compartments on European Sleeper night trains can be shared by men and women.

Private Compartments

12. 5-passenger Classic can also be booked as private Compartments. Even if people book all places in a shared Compartment, obviously no strangers will travel with these passengers in the Compartment.
13. For Comfort Standard and Comfort Plus, passengers will travel in a private Compartment if they book as three people in a Triple, two people in a Double or one person in a Single.

Pets

14. Pets are welcome on European Sleeper trains, but only if the owner has booked a private compartment and a cleaning surcharge is paid for thorough cleaning after the journey. Only dogs and cats are allowed on European Sleeper trains. The transport of other pets is strictly prohibited.
15. A maximum of 2 cats may be transported. Cats must remain in their travel carrier at all times.
16. A maximum of 2 small dogs or 1 large dog may be transported. Large dogs must wear a muzzle when outside the compartment in the corridor. Inside the compartment, the muzzle may be removed unless requested otherwise by our train staff. Train staff always have the right to enter your compartment.
17. Dogs or cats must travel under the supervision of their owner in the booked private compartment. The owner is responsible for any damage caused by their pets.

18. Dogs are only allowed to lie on the floor, not on the seats or beds. You must use a dog blanket provided by European Sleeper for the dog to lie on.
19. If pet transport results in cleaning costs higher than usual, these may be charged to the owner afterwards.
20. Travellers with pets must comply with the laws and regulations of the countries they travel through (pet passport, vaccinations, etc.).

Article 9 Rules on board

Places on the train

1. The right to a reserved seat/bed lapses if the passenger has not occupied it within 15 minutes of departure at the station from which the passenger reserved the seat/bed.
2. European Sleeper reserves the right, in special cases, to allocate passengers seats/beds other than those mentioned on the Tickets.
3. If a passenger wants a seat on board the train in a higher comfort class than offered, he/she must pay the difference in ticket cost between the two seats to the Train staff.
4. Passengers who do not have Tickets for a particular comfort level are not allowed to stay in the carriages of that comfort level. This rule also applies to aisles, balconies, and facilities. Only for urgent reasons can exceptions to this be made on a case-by-case basis.

Conversion of seats to beds and vice versa

5. Beds are converted to seats during the day, if technically possible. On request, Train staff in the relevant carriages will assist passengers in converting beds and bunk beds to seats and vice versa, in principle in the order in which the requests are made.
6. From 9.30pm, passengers using a shared Compartment cannot object to the seats being converted to the beds being made, if one of the passengers in the Compartment wants to go to bed. Generally, from 10.45pm, the seats will be converted to the beds will be made without a request. Generally, beds will be converted back to seats from 8:00am. In any case, passengers cannot object to beds in their Compartment being changed back to seats after 8.00am, if one of the passengers in the Compartment so wishes. In Compartments where seats have been converted into beds, the main lighting will in principle be switched off.

Sleep

7. While travelling on European Sleeper trains, passengers should behave in such a way that the sleep of fellow passengers is not disturbed. This applies to a greater extent during the period between 11:30 in the evening and 05:30 in the morning. In particular, noise (e.g., due to loud conversations, playing music on devices, etc.) should be avoided. Train staff are authorized to interpret whether or not passengers comply with this rule and are obliged to enforce it. Passengers who do not comply with this rule and do not change their behaviour at the request of the Train staff may be expelled from the train. Such passengers are not entitled to a refund of the fare or booking fees in such cases.
8. In view of the fact that passengers are likely to be asleep, Train staff will not assign beds or bunk beds to passengers joining the train between Deventer station and Berlin Hbf (and vice versa), unless there are Compartments in which all beds or bunk beds are still free.

Smoking

9. Smoking is strictly prohibited on all European Sleeper trains.

Food and drinks

10. For passengers who booked Comfort Plus, breakfast is included in the ticket price. For other passengers, breakfast can be added through the website for an additional fee. In addition, snacks and drinks are available from the train crew for a fee.
11. Passengers are allowed to bring and consume their own food and drinks on board European Sleeper

trains, as long as this does not disturb other Passengers. If the consumption of food and drinks results in cleaning costs that are higher than usual, these may be recovered from the Passenger(s) concerned afterwards. Passengers are not allowed to bring and use their own electrical equipment for food and drinks (including kettles) or gas burners on the train.

Luggage

12. Luggage must be placed by the Passenger(s) in the designated luggage areas in the Compartment that has been assigned to the respective Passengers, in such a way that it does not inconvenience other Passengers.
13. Luggage must not be placed in the aisles or adjacent Compartments. Passengers are not allowed to carry sledges or other larger (sports) items on European Sleeper trains.
14. As an exception to Article 9(14), one pair of skis or a snowboard per person may be brought by the Passenger, as long as they are accommodated on the train in a way that does not inconvenience other Passengers, following consultation with Train staff.

Bicycles

15. Bringing bicycles requires a Reservation, for which a surcharge applies per bicycle. Only standard bicycles for one person may be taken on European Sleeper trains. Tandems, carts, mopeds, motorbikes, scooters, mobility scooters, recumbent bicycles, freight bicycles/tricycles and similar means of transport are not allowed on the trains. Electric bikes can be brought but cannot be charged on the trains.
16. A maximum of one bicycle per Passenger is allowed on European Sleeper trains.
17. The Passenger must place the bicycle in the carriage indicated on the bicycle Reservation form, in the designated section of that carriage, at the station where the Passenger departs. The bicycle must be collected at the station where the Passenger alights. It is not permitted to take bicycles into a carriage other than that indicated on the bicycle Reservation form or into a part of the carriage that is not designated for that purpose.
18. Any luggage tied to or on the bicycles must be taken by the Passenger to the Compartment where the Passenger has booked a seat, bunk bed, or bed.
19. Folded and packed bicycles (no larger than normal luggage) are carried free of charge as luggage if they can be stowed in the luggage Compartment in the booked Compartment and do not hinder or block other Passengers or the train's security systems

Not allowed

20. Passengers are prohibited from taking or carrying the following items on European Sleeper trains:
    a. Dangerous goods within the meaning of the Regulations concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to COTIF, the Convention concerning International Carriage by Rail) or any goods that may otherwise pose a risk to health, safety, or good operating practice due to their (chemical) properties.
    b. (Fire) arms, ammunition, other weapons such as antique firearms, swords, knives (excluding a legally permitted pocket knife), stabbing or striking weapons.
    c. Items the carriage of which is prohibited by applicable laws, regulations, or rules of a state, from which, through which or to which travel is undertaken.
    d. Other objects which, in the reasonable opinion of European Sleeper, are not suitable to be transported in the manner used by European Sleeper because of their weight, size, shape, smell or nature.
21. In the following cases, a Passenger may be denied access to European Sleeper's trains or a Passenger may be excluded from transport en route, without being entitled to a refund of the ticket price and without prejudice to the Passenger's obligation to compensate European Sleeper for the full loss suffered as a result.
    a. If a Passenger poses or may pose a danger to the safety of other Passengers, employees of European Sleeper, the railway infrastructure manager, or employees of another railway undertaking.
    b. If a Passenger hinders or harasses other Passengers or employees or auxiliaries of European Sleeper, another railway undertaking or the railway infrastructure manager.

c. If a Passenger misuses his ticket, a train, or a facility (such as the emergency brake, emergency button or emergency exit), or uses a train or a facility at a time when it is not available for use, or uses it in a way other than that for which it is intended, or damages it.
d. If a Passenger does not comply with the instructions of the employees or auxiliary persons of European Sleeper, another railway undertaking or the railway infrastructure manager.
e. If a Passenger otherwise disturbs or might disturb order, tranquillity, safety, or a good functioning of the operations.
f. If a Passenger has not yet reached the age of 12 and is travelling unaccompanied by a person who has reached the age of 18, or otherwise fails to meet the obligations arising from article 7 paragraphs 11, 12 and 13 of these General Terms and Conditions.

22. In the event of misuse of the emergency brake or an emergency button, the Passenger shall additionally owe an immediately payable fine of EUR125. In the event of abuse of a Ticket, the Passenger shall additionally owe an immediately payable fine of EUR100. This shall not affect the right to damages.

Article 10 Passenger rights

Train delays or cancellations

1. If European Sleeper trains are delayed or cancelled, the conditions of section 10 of the GCC-CIV/PRR shall apply.
2. In case of cancellation of a European Sleeper train, or an announcement before departure that the train is due to arrive at the destination station more than 60 minutes later than stated on the ticket, or that the train will depart at an earlier time than stated on the ticket, European Sleeper offers the Person who booked the tickets a choice between
   (i) continuing the journey at a mutually agreed later date and
   (ii) reimbursement within one month (and, if applicable, a refund for the return journey to the first point of departure).

Replacement transport and accommodation

3. If the Passenger cannot continue his Journey on the same day in accordance with the contract of carriage because of a cancelled or delayed train or if continuation of the Journey on the same day cannot reasonably be requested given the circumstances, European Sleeper will:
   I. offer reasonable accommodation, including the necessary transport between the station and the place of accommodation;
   II. refund reasonable accommodation costs, including the necessary transport between the station and the place of accommodation.
4. If European Sleeper can offer alternative transport (such as bus, metro, taxi), the right to accommodation as described in article 10.3 is forfeited.

Booked places not available

5. If Budget, Classic, Comfort Standard or Comfort Plus cannot be used due to delays of European Sleeper's trains, breakdown of European Sleeper's trains or breakdown of the carriage concerned or for any other reason, the Passenger will be offered a place at the same comfort level as the Passenger originally booked by European Sleeper if possible.
6. If the Passenger cannot be offered an alternative place by European Sleeper, the Passenger is entitled to a full refund of the ticket purchased by the Passenger.
7. If the Passenger cannot use the booked Budget, Classic, Comfort Standard or Comfort Plus, but can only be offered a place in a lower comfort level, the Passenger is entitled to at least the following refund.

refund downgrade from Comfort Plus to Comfort Standard	€ 25pp
refund downgrade from Comfort Standard to Classic	€ 25pp
refund downgrade from Classic to Budget	€ 50pp

refund downgrade from Comfort to Budget	€ 100pp
refund downgrade from private to shared	€ 25pp
refund downgrade from shared 5 to 6	€ 25pp
Interrail	25%

8. If the Passenger cannot use the booked Budget, Classic, Comfort Standard or Comfort Plus, but can only be offered a seat in a higher comfort level, the Passenger will not be charged any additional cost.

Requesting a refund and/or compensation

9. Passengers can submit refund and compensation claims to European Sleeper's Customer Service within one month of the travel date. This can be done by email to info@europeansleeper.eu. These requests will be processed by Customer Service within one month of submission. The costs for financial transactions will be borne by European Sleeper.

Privacy

10. When providing services to consumers, European Sleeper may process consumers' personal data. More information about the processing of your personal data by European Sleeper can be found in the privacy statement available on European Sleeper's website (https://www.europeansleeper.eu). This privacy statement specifies, among other things, which data European Sleeper collects and subsequently processes, as well as the purposes of the processing.

Complaints and disputes

11. Complaints can be submitted by e-mail to European Sleeper's Customer Service. The e- mail address is: info@europeansleeper.eu. Please state in the subject 'Complaint handling' and (if applicable) the booking number.
12. Complaints and compensation requests relating to Tickets issued by European Sleeper will be dealt with.
13. European Sleeper shall reply to complaints as referred to in paragraph 17 in writing within one month or inform the Passenger of the reasonable period required for a reply. This notification may also include a request for further information and the submission of further evidence, which in the opinion of European Sleeper are necessary for the reply.
14. Depending on the nature of the complaint, there are a few bodies to which the Passenger can turn if a Passenger disagrees with the way European Sleeper has dealt with his complaint as referred to in paragraph 17:
    - The Supervisory Authority of the Ministry of Infrastructure and Water Management
    - European Consumer Centre
    - The civil courts.

Article 11 – Lost and Found Items

Handing in lost items

15. If you find something on board, please hand it over to our train staff as soon as possible.
16. If you would like the item returned to you in case it is not claimed, please indicate this when handing it in.

Storage period

17. European Sleeper stores lost items for a maximum of 3 months from the date they are found and handed in.
18. Perishable, unhygienic or dangerous items (such as food, medication or sharp objects) will not be stored and may be disposed of immediately.

Return to the owner

19. The rightful owner can retrieve the item after verification and upon payment of administrative or shipping fees.
20. The owner must provide a description of the item and, if possible, proof of ownership (such as a purchase receipt or serial number) to European Sleeper's customer service.

What happens after 3 months?

21. If the item is not claimed within 3 months:
    - It may be returned to the finder, provided a written request was made at the time of hand-in.
    - Or it may be sold, reused, recycled or disposed of in an environmentally responsible manner.
22. Identity documents are handed over to the relevant authorities and will never be returned to the finder.

Liability

23. European Sleeper is not liable for any damage, loss or theft of lost items during the storage period.
24. Items are handled with care, but no guarantees can be given regarding their recovery or condition.

Part 3: General Webshop Terms and Conditions of European Sleeper

Article 1 - Definitions

In these Terms and Conditions, the following definitions shall apply:

1. Cooling off period: the period within which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person not acting for purposes related to his trade, business, craft, or profession;
3. Day: calendar day;
4. Digital content: data produced and delivered in digital form;
5. Durable data carrier: any device - including e-mail - that enables the consumer or Entrepreneur to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
6. Right of withdrawal: the consumer's option to withdraw from the distance contract within the cooling-off period;
7. Digital ticket: the electronic document that is ordered and paid for on the website and can be printed by the consumer or can be displayed on the consumer's smartphone or tablet, and is intended as a ticket within the meaning of the General and Special Conditions of Carriage;
8. Entrepreneur: the natural or legal person offering products, (access to) digital content and/or remote services to consumers;
9. Contract: a distance contract concluded between the entrepreneur and the consumer and concluded via the website;
10. Product: the transport services offered by the entrepreneur on the website;
11. Website: www.europeansleeper.eu

Article 2 - Identity of the entrepreneur

European Sleeper Exploitatie B.V.
Leidseweg 90 F
3531 BG Utrecht, the Netherlands
Phone number: 0302035833
Chamber of Commerce number: 86040472
VAT number: NL8638.41.636.B01

Article 3 - Applicability

1. These General Webshop Terms and Conditions apply to every offer made by European Sleeper via the European Sleeper website, as well as to every agreement resulting from it.

2. In addition to the General Webshop Terms and Conditions, the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) (Part 1) and the Special Terms and Conditions of Carriage (Part 2) of European Sleeper also apply. Before a contract is concluded, the relevant conditions shall be made available to the consumer in such a way that they can be easily stored by the consumer on a durable data carrier (medium). In addition, the consumer may consult the various terms and conditions on the European Sleeper website at any time. At the consumer's request, the various terms and conditions will be sent to the consumer electronically or otherwise, free of charge.

Article 4 - The offer

1. The offer in European Sleeper's webshop constitutes a complete and accurate description of the products on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If European Sleeper uses images, these are a true representation of the product and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding to European Sleeper.

2. Each offer contains such information that it is clear to the consumer which rights and obligations are

attached to the acceptance of the offer.

Article 5 - The contract

1. Subject to the provisions of paragraph 5, the contract between the consumer and European Sleeper will be concluded at the moment the consumer accepts the offer and fulfils the conditions set out therein.

2. If the consumer makes a booking for several people, the consumer, by accepting the conditions mentioned in article 3.2 of these General Webshop Terms and Conditions, declares that he is explicitly authorized to accept the conditions mentioned in article 3.2 of these General Webshop Terms and Conditions on his own behalf and on behalf of all members of the group.

3. After completing the order, the consumer will receive confirmation of the booking by e-mail and will receive a digital ticket in PDF format in the same e-mail. As long as the receipt of this acceptance has not been confirmed by European Sleeper, the consumer may dissolve the contract.

4. European Sleeper takes appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. European Sleeper takes appropriate security measures regarding electronic payment.

5. European Sleeper may investigate - within statutory frameworks - whether the consumer can fulfil his payment obligations, as well as all those facts and factors that are important for the responsible performance of the contract. If on the basis of this investigation European Sleeper has good grounds not to enter into the agreement, it is entitled to refuse an order or application, stating the reasons, or to attach special conditions to the performance.

6. Prior to, during or after the conclusion of the contract, European Sleeper is entitled - in accordance with the applicable privacy statement - to take measures to combat fraud and abuse. In addition, European Sleeper is entitled to invalidate or block train tickets in case of fraud or abuse.

7. European Sleeper will include the following information to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier, at the latest upon delivery of the train ticket:
    a. The address for correspondence with European Sleeper to which the consumer can address complaints.
    b. A clear notice regarding the exclusion of the right of withdrawal;
    c. The information about the service after purchase;
    d. The price including all taxes of the ticket, where applicable the cost of delivery; and the method of payment, delivery, or performance of the distance contract.

Article 6 - Modification or cancellation by the consumer

After booking, the contract between European Sleeper and the consumer may or may not be modified and/or cancelled by the consumer, depending on the applicable conditions. If it is possible to change or cancel the ticket, the consumer should take into account that this may result in extra costs.

Article 7 - Exclusion of the right of withdrawal

European Sleeper's products are excluded from the right of withdrawal, as the contract is a contract of carriage for passengers.

Article 8 - The price

The prices mentioned in the offer of tickets include VAT.

Article 9 - Compliance with the contract and additional warranty

1. European Sleeper warrants that the products offered comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations in force on the date the contract was concluded. If agreed, European

Sleeper also warrants that the travel product is suitable for other than normal use.

2. An additional warranty provided by European Sleeper, its supplier, manufacturer, or importer shall never limit the statutory rights and claims that the consumer may exercise and enforce against European Sleeper on the basis of the contract if European Sleeper has failed to fulfil its part of the contract.

3. An additional warranty means any undertaking by European Sleeper, its supplier, importer, or manufacturer in which it grants the consumer certain rights or claims beyond what it is legally obliged to do in the event that it has failed to fulfil its part of the contract.

Article 10 - Delivery and execution

1. European Sleeper will take the utmost care when receiving and fulfilling orders for digital tickets.

2. The place of delivery is the consumer's place of residence.

3. Once the online booking has been completed and the full amount due has been paid by the consumer, the digital ticket will be issued by European Sleeper and delivered to the consumer. The digital ticket will be e-mailed to the e-mail address provided by the consumer immediately after payment.

4. The risk of loss of tickets rests with European Sleeper until the moment of delivery to the consumer or a representative designated in advance and made known to European Sleeper. If delivery of the digital ticket is not possible due to a mistake and/or error made by the consumer, including but not limited to providing an incorrect or incomplete e-mail address or address, European Sleeper shall not be liable for this, notwithstanding the foregoing.

Article 11 - Payment

Payment of the ticket by the consumer should be made immediately. Payment at European Sleeper can be made free of charge via Ideal, among other options. The consumer has a duty to immediately report to European Sleeper any inaccuracies in payment details provided or stated.

Article 12 - Complaints procedure

1. Complaints about the contract between European Sleeper and the consumer are subject to the General Webshop Terms and Conditions.

2. European Sleeper has a sufficiently publicized complaints procedure and will handle the complaint in accordance with this complaints procedure.

3. Complaints about the performance of the contract will be dealt with, provided the complaint is received by European Sleeper within two (2) calendar months of the occurrence of the fact to which the complaint relates.

4. In response to written complaints as referred to in paragraph 3, European Sleeper shall reply in writing within four (4) weeks or inform the consumer of the reasonable period required for replying. This notification may also include a request for further information and the submission of further evidence, which in the opinion of European Sleeper are necessary for the reply.

5. Depending on the nature of the complaint, there are a few bodies to which the consumer can turn if the consumer disagrees with the way European Sleeper has handled his complaint as referred to in paragraph 3:

   a) The Supervisory Authority of the Ministry of Infrastructure and Water Management;
   b) European Consumer Centre
   c) The civil courts.

6. A complaint can only be submitted to the bodies mentioned in 12.6 after the complaint has previously been submitted in writing to European Sleeper and dealt with by European Sleeper.

7. The above is without prejudice to the competence of the civil court to take cognizance of a dispute between European Sleeper and the consumer.

Article 13 - Additional or deviating provisions

Additional provisions or provisions deviating from these General Webshop Terms and Conditions must not be detrimental to the Consumer and must be recorded in writing or in such a way that they can be stored by the consumer on a durable data carrier for easy access. Additional and/or deviating provisions may be to the detriment of the consumer if these provisions arise from the law.

Part 4 Terms and Conditions for Upgrades via Plusgrade - European Sleeper

Article 1. Scope of Application

1. These terms apply to the upgrade program offered through Plusgrade in collaboration with European Sleeper.
2. By submitting an offer via the Plusgrade platform, the passenger agrees to these terms and conditions.

Article 2. Nature of the Upgrade Program

1. Passengers may place a bid through Plusgrade for an upgrade to a higher comfort class.
2. Submitting a bid is non-binding, but once the bid is accepted, it becomes final and cannot be changed or refunded.
3. Acceptance of any bid is not guaranteed. European Sleeper reserves the right to accept or reject bids at its sole discretion, depending on availability.
4. Multiple bids on different segments of a journey are allowed; each bid will be assessed individually. Only one bid per segment will ever be upgraded & charged as availability permits.

Article 3. Bidding Process

1. Passengers choose their bid amount within the indicated range.
2. A bid may be withdrawn at no cost until the moment of review. Once accepted, the bid becomes binding and the amount will be charged automatically to the selected payment method.
3. After acceptance, upgrades cannot be changed, transferred, or canceled.
4. If a passenger chooses not to make use of an accepted upgrade, no refund will be issued.

Article 4. No Combination with Other Offers

1. Upgrades obtained via Plusgrade cannot be combined with other offers, discounts, vouchers, or loyalty programs from European Sleeper or third parties.

Article 5. Flexibility in Transport Arrangements

1. European Sleeper aims to be flexible in organizing transport related to upgrades via Plusgrade.

2. The expected number of passengers is based on projections. Based on actual demand, additional carriages may be requested or previously arranged carriages may be canceled.
3. European Sleeper reserves the right to request additional capacity or reductions a few weeks prior to departure, depending on actual bookings.
4. In practice, we anticipate more requests for additional transport rather than cancellations.

Article 6. Liability and Disruptions

1. In the event of disruptions, force majeure, or technical issues, European Sleeper reserves the right to modify, cancel, or substitute any granted upgrade.
2. In such cases, replacement transport or a refund may be provided, depending on the circumstances.

Article 7. Personal Data

1. European Sleeper and Plusgrade will process personal data in accordance with applicable data protection laws (GDPR).
2. Personal data will only be used for processing bids, handling payments, and communicating with the passenger.

Article 8. Amendments and Applicable Law

1. European Sleeper and Plusgrade reserve the right to modify these terms and conditions at any time. The revised terms will apply to new bids from the moment of publication.
2. These terms are governed by Dutch law. Disputes will preferably be resolved amicably. If necessary, disputes will be submitted to the competent court in Amsterdam.

Article 9. Shared Compartments and Group Seating

1. In the case of upgrades to shared compartments (e.g., shared sleeper), European Sleeper cannot guarantee that multiple passengers traveling together will be assigned to the same compartment.
2. Passengers who select an upgrade to a private compartment (if available) will be accommodated together within that compartment.

Article 10. Upgrades for bookings with multiple passengers

1. Upgrades via Plusgrade apply to all passengers included in the same booking reference.
2. Partial upgrades for only some passengers within a single booking are not possible. If an upgrade is accepted, it will automatically apply to all travelers in the booking.
3. By submitting a bid, the passenger acknowledges and agrees that upgrades will be processed collectively for all persons in the booking.
4. Group bookings (6 or more passengers in a single booking) will be ineligible to participate in the upgrade program.

These Terms and Conditions have been drawn up in Dutch, English, German and French. In case of interpretation differences between the different language versions, the text in the Dutch language shall prevail.

March 2026