

# Guide for travelling with the ÖBB night train in Germany

Fare conditions and General Terms and Conditions





		To good connections	6
		Announcements pursuant to Section 12 (6) AEG and revision history	7
4		Conditions of Carriage	8
	A.1.	Definitions	8
	A.1.1.	Infant	8
	A.1.2.	Child	8
	A.1.3.	Adults	8
	A.1.4.	Night trains	8
	A.1.5.	Passengers with limited mobility	8
	A.2.	Area of validity	8
	A.3.	Travelling on our trains	8
	A.3.1.	Tickets	8
	A.3.2.	Commencement of your journey	10
	A.3.3.	Passengers without a valid ticket	10
	A.3.4.	Travelling infants and children	12
	A.3.5.	Passengers with limited mobility	12
	A.3.6.	Behaviour during the trip	13
	A.4.	Carrying along luggage, items and animals	15
	A.4.1.	Luggage and items	15
	A.4.2.	Bicycles	16
	A.4.3.	Animals	17
	A.5.	Your rights in the event of a delay or the cancellation of a train	17
	A.5.1.	Compensation for delays	17
	A.5.2.	Assistance in the event of delays and train cancellations	18
	A.5.3.	Reimbursement in the event of a train cancellation or a delay	18
	A.5.4.	How you can obtain your compensation for delays or refund	19
	A.6.	Your other rights to reimbursement	20



	A.6.1.	Your rights in the event of quality defects	20
	A.6.2.	Your rights if you do not wish to travel	20
	A.6.3.	How you can obtain your refund	20
	A.7.	Liability	21
	A.7.1.	Liability of the railway	21
	A.7.2.	Passengers' liability	21
	A.8.	Lost objects	21
В		Ticket offer	22
	B.1.	Terms of use for the tickets	22
	B.1.1.	Comfort ticket	22
	B.1.2.	Sparschiene	23
	B.1.3.	Ticket for connecting train	25
	B.1.4.	Dog ticket	26
	B.2.	Reservation	27
	B.2.1.1.	When is this reservation offer available?	27
	B.2.1.2.	How long in advance can you buy this reservation offer?	27
	B.2.1.3.	When and for how long is this reservation valid?	27
	B.2.1.4.	For which areas can you use this reservation?	27
	B.2.1.5.	Where is this reservation valid?	27
	B.2.1.6.	On which trains is this reservation valid?	28
	B.2.1.7.	For which comfort categories can you buy this reservation?	28
	B.2.1.8.	For how many passengers can you buy this reservation?	28
	B.2.1.9.	What reimbursement options do you have for this offer?	28
	B.2.1.10.	Where can you buy this reservation?	28
	B.2.1.11.	For which customer groups is this offer available?	28
C		Customer groups and discounts	29
	C.1.	Infants	29



	C.2.	Children	29
	C.3.	Adults	29
	C.4.	- to remain empty	29
	C.5.	Vorteilscard	29
	C.6.	Bahncard	29
	C.7.	Groups	29
	C.8.	Groups of school children	29
	C.9.	Passengers with disabilities with companions	30
	C.10.	Companions of passengers in wheelchairs	30
	C.11.	Dog	30
	C.12.	Bicycles	30
D		Further terms and conditions	31
	D.1.	GTC for the purchase of tickets via shop.oebbtickets.at and the ÖBB app	31
	D.2.	GTC for the purchase via nightjet.com	31
	D.2. D.3.	Data protection	
E	D.3.		31
E	D.3.	Data protection	31 <b>32</b>
E	D.3.	Data protection	31 32 32
E	D.3. E.1.	Data protection	31 32 32
E	D.3. E.1. E.1.1.	Data protection	31 32 32 32
E	<b>E.1.</b> E.1.1. E.1.2.	Data protection	31 32 32 32 32
E	<b>E.1.</b> E.1.1. E.1.2. E.1.3.	Data protection	31 32 32 32 32 32
E	E.1. E.1.1. E.1.2. E.1.3. E.1.4.	Penalty fare (increased fare)  Fee for the obstruction of ticket inspections  Processing fee for children and adults under the age of 18	31 32 32 32 32 32 32
E	E.1. E.1.1. E.1.2. E.1.3. E.1.4. E.1.5.	Data protection	31 32 32 32 32 32 32 32
E	E.1. E.1.1. E.1.2. E.1.3. E.1.4. E.1.5. E.1.6.	Data protection  Appendices  Fees	31 32 32 32 32 32 32 32 32
E	E.1. E.1.1. E.1.2. E.1.3. E.1.4. E.1.5. E.1.6. E.1.7.	Data protection	31 32 32 32 32 32 32 32 32 32



E.1.11.	Service fee for sending travel documents	33
E.2.	List of ÖBB night trains in Germany	33
E.3.	Price table	33



Page: 6 / 34

## To good connections

Dear passengers,

wherever your journey may take you - we will do everything we can to ensure that you reach your destination safely and happily.

The provisions of this guide apply when you are travelling on the night train operated by ÖBB-Personenverkehr AG in Germany (domestic route).

For cross-border travel on an ÖBB-Personenverkehr AG night train, the international conditions of carriage and fare conditions SCIC-NT and GCC-CIV/PRR apply exclusively. Further information on this can be found at <a href="https://www.oebb.at/tarife">https://www.oebb.at/tarife</a> (international rates).

Your rights and obligations arising from the contract of carriage for trips within Germany are set out in the Conditions of Carriage in Section A.  $[\rightarrow 8]$ .

Section B. [ $\rightarrow$  22] provides information about the tickets we offer, as well as the according terms of use.

In Section C. [ $\rightarrow$  29], "Customer groups", you can read all about possible discounts on ticket prices.

Section D. [ $\rightarrow$  31] provides information on data protection regulations and the general terms and conditions for the online purchase of tickets via <u>shop.oebbtickets.at</u>, <u>nightjet.com</u> and the ÖBB app.

In Section E. [ $\rightarrow$  32], you will find an overview of the fees, the night trains operated by ÖBB-Personenverkehr AG in Germany, as well as the price table.

In order to ensure that this guide is easy to read and understand, we use the terms "customer" and "employee" for both genders. If we mention "ÖBB" or "us" in the rates, we are always referring to ÖBB-Personenverkehr AG.

We hope you have a pleasant journey and will be happy to answer any questions you may have at our service number +43 (0)5-1717-3. On the Internet, you will find information on travelling with ÖBB at <u>oebb.at</u> as well as at <u>nightjet.com</u>.

Your ÖBB



## **Announcements pursuant to Section 12 (6) AEG** and revision history

Announcement from 01/12/2022

Item	Revision
A. [→ 8]- D. [→ 31]	Extension and amendment regarding <u>nightjet.com</u> as a new distribution channel
A. [→ 8]- D. [→ 31]	Change of name from tickets.oebb.at to shop.oebbtickets.at
A.3.1.1. [→ 8]	Amendment to the contract of carriage
A.5.4. [→ 19]	Amendments to the Section "Compensation for delays or refund"
A.6.3. [→ 20]	Amendments to the Section "How you can obtain your refund"
E.2. [→ 33]	Amendments to the list of ÖBB night trains in Germany
E.3. [→ 33]	Amendments to the price table

The aforementioned changes were approved by the Federal Ministry of Transport and Digital Infrastructure on 12/10/2022 in accordance with Section 12 (3) AEG.

version: 2022.02 Valid from: 11/12/2022 Page: 7 / 34



## A. Conditions of Carriage

#### A.1. Definitions

#### A.1.1. Infant

A.1.1.1.1. Infants are passengers up to the age of one day before their 6th birthday.

#### A.1.2. Child

A.1.2.1.1. Children are passengers aged 6 to 14 – from their 6th birthday until one day before their 15th birthday.

#### A.1.3. Adults

A.1.3.1.1. Adults are passengers from their 15th birthday onwards.

#### A.1.4. Night trains

A.1.4.1.1. Our train category for night trains is the Nightjet (NJ).

#### A.1.5. Passengers with limited mobility

A.1.5.1.1. Passengers with limited mobility are passengers whose mobility while travelling by train is restricted and who therefore need our support or an adaptation of our services to their needs.

## A.2. Area of validity

- A.2.1.1.1. These Conditions of Carriage govern the conclusion and implementation of contracts of carriage between you as passengers and us. They apply to the carriage of passengers, their animals, luggage and bicycles on our night trains on domestic routes within Germany, as per Section E.2. [→ 33].
- A.2.1.1.2. For cross-border trips on the ÖBB night train, please refer to the generally applicable international conditions of carriage and fare conditions SCIC-NT and GCC-CIV/PRR which can be found at https://www.oebb.at/tarife (international rates).
- A.2.1.1.3. Our Conditions of Carriage and Terms of Use for tickets in accordance with Section B. [→ 22] also apply to buses identified as rail replacement services. These buses replace our planned train services if these are unable to run, e.g. due to construction work or service interruptions.
- A.2.1.1.4. The provisions of this handbook also apply to trips with Deutsche Bahn with a connection ticket as per Section B.1.3. [→ 25], used for pre- and post-carriage to our ÖBB night trains. Please note that the transport is provided by Deutsche Bahn as the performing carrier.

## A.3. Travelling on our trains

#### A.3.1. Tickets

#### A.3.1.1. Contract of carriage

A.3.1.1.1. In order to travel on trains operated by ÖBB, you need a valid ticket. This is the proof of your contract of carriage with us, and the basis of your rights and obligations before, during and after your journey. Please check immediately after purchase that the ticket corresponds to your travel requirements.



- A.3.1.1.2. The contract of carriage is concluded in one of the following situations:
  - · Your ticket is handed over or sent to you
  - You click on "Pay now" on shop.oebbtickets.at, nightjet.com or within the ÖBB app.
  - · You buy your ticket from one of our sales partners

If you book your trip via <u>shop.oebbtickets.at</u> or the ÖBB app, you must ensure that you receive your ticket prior to departure in one of the following forms:

- · PDF ticket to print yourself
- Mobile phone ticket for display on your smartphone within the ÖBB App
- Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter

If you book your trip via <u>nightjet.com</u>, you must ensure that you receive your ticket prior to departure in one of the following forms:

- · PDF ticket to print yourself
- · Ticket pick-up at an ÖBB ticket machine or an ÖBB ticket counter
- A.3.1.1.3. If you purchased your ticket from ÖBB on a timetable basis and the departure and arrival times of your chosen train change, we will inform you about the changes via all the information channels available to us. We recommend that you check the departure time printed on the ticket on <u>oebb.at</u> before starting your journey.

#### A.3.1.2. Tickets for night trains

- A.3.1.2.1. Please note that reservations are mandatory on our night trains and that the ticket, including the reservation, must be purchased prior to the departure of the train. Please remain only in the compartment for which you have a reservation.
- A.3.1.2.2. On our night trains, you can also buy your ticket from our staff on the train in exceptional cases. To do this, please contact one of our staff prior to the train's departure and tell them that you need a ticket. Otherwise, you will be travelling without a valid ticket. The employee will tell you whether there are free seats available. Please note that you pay the on-board price when purchasing the ticket on the train. This consists of the fare and a service fee, as specified in Section E.1.1. [→ 32].
- A.3.1.2.3. If you cannot present a valid ticket to our staff during inspection, we can exclude you from continuing your journey. The obligation to pay the penalty fare as per Section A.3.3.2.  $[\rightarrow 11]$  remains unaffected thereby.
- A.3.1.2.4. Train journeys at night with the ÖBB Nightjet or the EuroNight, where the timetable is not yet fixed at the time of booking, will be marked accordingly in the timetable. You buy tickets for these train journeys by providing us with your e-mail address at the time of purchase so that we can inform you of the current timetable no later than 21 days prior to the train's departure. If the schedule deviates from the original schedule by more than 60 minutes, you have the possibility to cancel all tickets without any fees, up to 15 days prior to the train's departure. This also applies to tickets that otherwise cannot be cancelled. Please note that in this case, the rule applies that a ticket downloaded as PDF cannot be cancelled.

#### A.3.1.3. Tickets linked to specific trains

A.3.1.3.1. Tickets linked to specific trains are only valid on the trains for which they were purchased. You can only travel on the trains indicated on the ticket. The ticket is not valid on any other train. The restriction of the validity to certain trains can be found in the Terms of Use for the tickets in Section B. [→ 22].



Page: 10 / 34

- A.3.1.3.2. We cancel the limitation to a certain train if the use of the original train is not possible because:
  - · The train was cancelled or
  - · You miss your connecting train due to a delay.

Our train attendants will confirm the cancellation of the limitation to a certain train. In this case, you can travel with any other ÖBB night train that can take you to your destination.

#### A.3.1.4. Ticket inspections

- A.3.1.4.1. Please keep your ticket safe it may also be checked any time after your journey, until you have left the platform access.
- A.3.1.4.2. During a ticket inspection, you show your ticket and, upon request, also your proof of identity or your discount card to our staff. Our employees will also show their employee ID card upon request. If you do not meet this obligation, we will charge a fee as per Section E.1.3.  $[\rightarrow 32]$ .
- A.3.1.4.3. In order to prevent fraud, we randomly collect tickets to verify their authenticity. If you are ever subject to such a collection of your ticket, we will issue you with a replacement ticket, which is then your valid ticket and also serves as a confirmation of collection. If you are travelling with an invalid ticket as per Section A.3.3.1.1. [→ 10], we will also collect it. In this case, you are considered a passenger without a valid ticket and will be subject to a penalty fare.
- A.3.1.4.4. You can obtain the prices for our tickets from our price table, our electronic sales systems, ÖBB ticket counters, our customer service at +43-5-1717-3 or our sales partners.
- A.3.1.4.5. Please keep your ticket safe. In the event of a loss, we can only replace tickets purchased from ÖBB and issued in your name at an ÖBB ticket counter. Unfortunately, we cannot replace tickets issued by sales partners or other railway operators, even if you have an invoice for them.

#### A.3.2. Commencement of your journey

- A.3.2.1.1. Please occupy your seat no later than 15 minutes after the train has departed from your departure station. Otherwise, your claim to the booked seat expires.
- A.3.2.1.2. Designated ladies' compartments may only be used by female passengers. Children under 6 years of age can travel in the ladies' compartment regardless of their gender. From 6 years on, only girls are allowed in the ladies' compartment. The use of ladies' compartments by male passengers over the age of 7 is not permitted, even with the consent of the female passengers inside.
- A.3.2.1.3. We can assign you a place other than the one you have booked, if this is necessary. This will be a seat in the same comfort category, unless this is not possible, e.g. due to technical problems or lack of availability. If we assign you a seat in a lower comfort category, we will refund the difference to the price of your booked comfort category.

#### A.3.3. Passengers without a valid ticket

#### A.3.3.1. When is your ticket invalid?

#### A.3.3.1.1. Your ticket is invalid if

- the use does not comply with the fare conditions as per Section B. [ $\rightarrow$  22], especially if the validity period of your ticket has already expired,
- · the content was changed, e.g. change of date or photo, or



- it cannot be checked for validity due to its condition.
- A.3.3.1.2. Your ticket is also invalid if
  - · your ticket has not yet reached its validity period,
  - · a discount card is required, which is not presented or is invalid, or
  - your ticket is only valid in connection with an ID card, which is not presented or is invalid.

#### A.3.3.2. Penalty fare (increased fare)

- A.3.3.2.1. If you travel with us but cannot present a valid ticket, you will be subject to a penalty fare, as specified in Section E.1.2. [ $\rightarrow$  32]. You will then receive a receipt in the amount of the penalty fare from our staff. With this receipt, you can continue to the next stop.
- A.3.3.2.2. You can pay the penalty fare either immediately on the train to our employees or at a later point in time. In this case, you need to present your photo identification card including proof of age to our employee. They will then record your data and address.
- A.3.3.2.3. All information required for the payment of the penalty fare can be found on the receipt. Here, you will also find the contact data for the person you can contact in writing if you want to object to the penalty fare.
- A.3.3.2.4. Please contact us within 14 days with a justified objection to the penalty fare or transfer the due amount. If we receive neither an objection nor the payment from you within this period, we will send you a reminder. This effort will result in additional costs for you as specified in Section E.1.6. [→ 32], which you will need to pay, as well. After this, you have another 4 weeks to file a justified objection against the penalty fare or to transfer the due amount. If you do not respond to our reminder within 4 weeks, we will forward our outstanding receivables to a debt collection agency.
- A.3.3.2.5. If you do not provide your personal data and address or refuse to accept the receipt, we can expel you from the train.

#### A.3.3.3. Children and adults under the age of 18 without a valid ticket

- A.3.3.3.1. We do not issue a penalty fare if children and adults under the age of 18 without a valid ticket present a proof of age. In this case, they purchase a ticket with a service fee on the train, as specified in Section E.1.1. [→ 32].
- A.3.3.2. If no proof of age can be provided or the ticket cannot be paid immediately, we will issue a claim for a penalty fare. In this case, however, the proof of age can still be submitted within 13 days. After this, we reduce the original penalty fare to the price of a comfort ticket for children or adults under the age of 18, as well as a processing fee as per Section E.1.4.  $\rightarrow$  32].

#### A.3.3.4. Passengers without a personalised ticket

- A.3.3.4.1. If you have forgotten a ticket issued in your name or cannot present it during a ticket inspection on the train for other reasons, you have the option of purchasing a comfort ticket without discounts as per Section A.3.1.2.2. [→ 9] from our employees on our night trains. Our staff will then note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
- A.3.3.4.2. With a copy of your original ticket issued in your name, you can submit the ticket purchased on the train for a refund up to 6 months after its last day of validity. If the area and period of validity of both tickets are the same, you will be refunded the price for the ticket purchased on the train after deduction of the processing fee specified in Section E.1.5.  $[\rightarrow 32]$ .

version: 2022.02 Valid from: 11/12/2022 Page: 11 / 34



A.3.3.4.3. If you cannot purchase a ticket on the train, we will charge a penalty fare as per Section A.3.3.2. [ $\rightarrow$  11]. On the receipt, we will note that you were not able to present a ticket issued in your name. If you then send a copy of the forgotten ticket to the address on the receipt within 13 days, we will reduce the penalty fare to the amount of the processing fee as per Section E.1.5. [ $\rightarrow$  32].

#### A.3.3.5. Passengers without a Vorteilscard

- A.3.3.5.1. ÖBB issues certain tickets which are only valid together with a Vorteilscard as per Section C.5.  $\rightarrow$  29].
- A.3.3.5.2. If you have forgotten your Vorteilscard or cannot present it during a ticket inspection on the train for other reasons, you have the option of purchasing a comfort ticket without discounts as per Section A.3.1.2.2. [→ 9] from our employees on night trains. Our staff will then note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
- A.3.3.5.3. You can submit this ticket together with a copy of your Vorteilscard to us to claim a refund up to 6 months after the last day of validity of your ticket. You will then be refunded the costs for the additional ticket after deduction of the processing fee specified in Section E.1.5.  $\rightarrow$  32].
- A.3.3.5.4. If you do not purchase a ticket on the train, we will charge a penalty fare as per Section A.3.3.2. [→ 11]. On this, we will note that you were unable to present your Vorteilscard or proof of entitlement. If you then send a copy of your Vorteilscard or your proof of entitlement to the address on the receipt within 13 days, we will reduce the penalty fare to the amount of the processing fee as per Section E.1.5. [→ 32].

#### A.3.3.6. Passengers without a photo identification card

- A.3.3.6.1. If you have forgotten the photo ID with proof of age to go along with your Vorteilscard or cannot present it during a ticket inspection on the train for other reasons, you have the option of purchasing a comfort ticket without discounts as per Section A.3.1.2.2. [→ 9] from our employees on night trains. Our staff will then note your name, the type and number of your photo ID with proof of age and your birthday on this ticket.
- A.3.3.6.2. If you do not purchase a ticket on the train, we will charge a penalty fare as per Section A.3.3.2.  $[\rightarrow 11]$ .
- A.3.3.6.3. Since we cannot determine your identity at any time, we will not be able to refund your payments made as per Section A.3.3.6.1.  $[\rightarrow 12]$  and A.3.3.6.2.  $[\rightarrow 12]$ .

#### A.3.4. Travelling infants and children

- A.3.4.1.1. Infants travel free of charge and without tickets on our trains if they do not need a separate seat.
- A.3.4.1.2. As the trip takes place overnight, children and infants can only travel on our night trains if accompanied by an adult, as specified in Section A.1.3.1.1. [ $\rightarrow$  8], for reasons of safety and order.
- A.3.4.1.3. One infant can share the place of the accompanying person on night trains.
- A.3.4.1.4. Children need their own place on night trains.

#### A.3.5. Passengers with limited mobility

#### A.3.5.1. Information for passengers with limited mobility

A.3.5.1.1. At <a href="https://www.bahn.de/">https://www.bahn.de/</a>, you will find comprehensive information and descriptions of available facilities for barrier-free access to all German train stations and stops.

version: 2022.02 Valid from: 11/12/2022 Page: 12 / 34



- A.3.5.1.2. Information on the scope of the assistance options is available on the homepage at <a href="https://www.bahn.de/p/view/service/barrierefrei/mobilitaetsservice.shtml">https://www.bahn.de/p/view/service/barrierefrei/mobilitaetsservice.shtml</a>, from Deutsche Bahn's customer service at 0180 6 512 512, and from the ÖBB customer service at +43-5-1717-3 or <a href="https://www.oebb.at/kontakt">www.oebb.at/kontakt</a>.
- A.3.5.1.3. Persons in wheelchairs can travel comfortably on night trains in a special compartment for wheelchair users. You can find out which trains are equipped with a special compartment:
  - · at oebb.at
  - from our staff at the ÖBB ticket counters
  - from the ÖBB customer service at +43-5-1717-3
  - · by sending an e-mail to www.oebb.at/kontakt.
- A.3.5.1.4. If you book a place in these special compartments, we will take one of the following orthopaedic aids along on our trains free of charge:
  - · Mechanical or electric wheelchairs
  - · Walking frames
- A.3.5.1.5. Please ensure that your orthopaedic aid complies with the international standard ISO 7193 and the dimensions described therein.
- A.3.5.1.6. Please understand that for space reasons we can only take hand-operated bicycle wheelchairs, so-called "hand bikes", if the wheelchair can be separated from the bicycle part.
- A.3.5.1.7. Accompanying persons as per Section C.9.1.1.1. [→ 30] who are accompanying you for assistance purposes can travel free of charge on our trains and only have to pay the reservation fee for the respective comfort category. The accompanying persons must be able to meet your personal needs during the journey. Only adults can serve as accompanying persons.
- A.3.5.1.8. Service dogs are specially trained to assist persons with disabilities. Service dogs must wear an appropriate harness or be accompanied by a corresponding document.
- A.3.5.1.9. Service dogs travel free of charge and do not need to wear a muzzle.

#### A.3.5.2. Assistance for passengers with limited mobility

- A.3.5.2.1. For passengers with limited mobility, Deutsche Bahn offers assistance services at German stations and when getting on and off of our trains. You can reach Deutsche Bahn's Mobility Service Centre daily from 6:00 a.m. until 10:00 p.m. using the following contact details:
  - Telephone number 0180 6 512 512
  - Fax number 0180 5 159 357
  - E-mail msz@deutschebahn.com
- A.3.5.2.2. If service staff is on site, they will also do their best to help you without prior notification.

#### A.3.6. Behaviour during the trip

#### A.3.6.1. Mutual respect

- A.3.6.1.1. We strive to make the journey as pleasant and comfortable as we can for all pas-sengers. For this, it is important that you, as our passengers, show consideration for each other.
- A.3.6.1.2. Please do not disturb fellow passengers by talking with a loud voice, watching films, listening to loud music, or engaging in other activities which cause excessive noise.

version: 2022.02 Valid from: 11/12/2022 Page: 13 / 34



- A.3.6.1.3. Please observe the night quiet time from 9:00 p.m. until 8:00 a.m. and avoid any kind of noise.
  A.3.6.1.4. If you do not comply with our employees' request to show consideration for other passengers, we can levy a fine, as specified in Section E.1.8. [→ 32].
  A.3.6.1.5. All areas of our trains are non-smoking areas. The smoking ban also includes e-cigarettes. Smokers will receive a fine as per Section E.1.8. [→ 32].
- A.3.6.1.6. Please help us keep our trains clean and free of damage. Anyone who damages our trains or makes them dirty will have to pay a repair and cleaning fee as specified in Section E.1.6.1.2. [→ 32]. In case the actual costs for cleaning and repair exceed this amount, we will also hold the respective person liable for those expenses.
- A.3.6.1.7. You are not allowed to offer or sell goods on our trains. If you offer or sell goods, you can be fined in accordance with Section E.1.8.  $[\rightarrow 32]$ .
- A.3.6.1.8. If you pay the fee provided for in Sections A.3.6.1.4.  $[\rightarrow 14]$  A.3.6.1.7.  $[\rightarrow 14]$  at a later point in time, it is increased by the processing fee specified in Section E.1.10.  $[\rightarrow 33]$ . In this case, you need to present your photo identification card including proof of age to our employees. They will then record your data and address.
- A.3.6.1.9. In addition to this, we are also entitled to expel you from the train in such cases.

#### A.3.6.2. Use of the sleeper and couchette cars

- A.3.6.2.1. Please switch off the main lighting in the sleeper and couchette cars during the quiet time at night.
- A.3.6.2.2. If possible, our staff will prepare sleeper car beds and couchettes for sleeping or sitting according to the time of day, including at your request. Please note that our staff will process customer requests chronologically based on the time they are received.
- A.3.6.2.3. Sleeper car beds and couchettes will generally be prepared from 9:00 p.m. onwards. If a compartment user already wishes to go to bed at 8:00 p.m., all beds or couchettes in the compartment will accordingly be prepared earlier. In the morning, the compartment will be made up at 8:00 a.m. at the latest, if requested by one of the users.
- A.3.6.2.4. Some trains have times which deviate from this schedule. In these cases, you will be informed by our employees accordingly.

#### A.3.6.3. Persons excluded from carriage

- A.3.6.3.1. We will gladly allow you to travel on our trains, if:
  - · you adhere to the relevant carriage regulations,
  - · carriage is possible and
  - · carriage is not made impossible by conditions beyond our control.
- A.3.6.3.2. If you pose a danger to the safety and order of operations or a threat to the safety of your fellow passengers or do not comply with the instructions of our employees, we can exclude you from carriage. Please note that in this case you are not entitled to a refund of the ticket price.
- A.3.6.3.3. In the event that due to a disease you pose a risk to the well-being and health of fellow passengers or our employees, our employees are authorised to deny you access to our trains.

version: 2022.02 Valid from: 11/12/2022 Page: 14 / 34



#### A.3.6.4. Use of emergency equipment

- A.3.6.4.1. In order to ensure the safety of all passengers, our trains are equipped with emergency equipment such as emergency brakes, emergency door buttons, fire extinguishers, smoke detectors and emergency hammers. Please only use this emergency equipment in the event of danger to your own person or fellow passengers. In the event of abuse, you will be fined as per Section E.1.9. [→ 33].
- A.3.6.4.2. If you pay the fine at a later point in time, it is increased by the processing fee specified in Section E.1.10. [ $\rightarrow$  33] In this case, you need to present your photo identification card including proof of age to our employee. They will then record your data and address.
- A.3.6.4.3. We will also, without exception, press charges against any person misusing safety and emergency equipment.

### A.4. Carrying along luggage, items and animals

#### A.4.1. Luggage and items

#### A.4.1.1. What kind of luggage and items can you carry along?

- A.4.1.1.1. You can carry along luggage free of charge on our trains, provided that it is stowed in the luggage racks above or below your seat or in the areas provided for hand luggage. The pieces of luggage must not exceed the maximum dimensions of 90 cm x 60 cm x 40 cm.
- A.4.1.1.2. The following pieces of luggage can also be carried along free of charge if the dimensions specified in Section A.4.1.1.1.  $[\rightarrow 15]$  are exceeded:
  - · Skis & snowboard
  - Ski and hiking poles
  - · Wind, string or plucked instruments
  - · Wheelchairs
  - Strollers
- A.4.1.1.3. The safety of our passengers is important to us. You are only allowed to carry along items that are allowed on trains under German law and that do not present a risk to you, other passengers or our trains. Prohibited items include in particular loaded firearms and dangerous, explosive, flammable, inflammatory, toxic, radioactive, prohibited, corrosive and infectious substances and objects, as well as other dangerous goods in accordance with the Carriage of Hazardous Goods Act (GGBefG) and the Ordinance on the Transport of Hazardous Goods by Road, Rail and Inland Waterways (GGVSEB). Mopeds or scooters can only be taken along on motorail trains.
- A.4.1.1.4. In case of reasonable suspicions that items may not comply with Section A.4.1.1.3.  $[\rightarrow 15]$  our staff may check them for reasons of safety. Should we be unable to find the owner of such items, we will check them together with 2 witnesses.
- A.4.1.1.5. Should your luggage and items not comply with the provisions of Section A.4.1.1.3.  $[\rightarrow 15]$  or in case you do not agree to have them checked as per Section A.4.1.1.4.  $[\rightarrow 15]$ , our employees are authorised to deny you access to our trains.

#### A.4.1.2. How to stow luggage and items

A.4.1.2.1. Please stow easy-to-stow luggage using the luggage racks above the seats. As their height is limited, please stow bulky luggage under your seat or in suitable luggage racks, if available.

version: 2022.02 Valid from: 11/12/2022 Page: 15 / 34



- A.4.1.2.2. The seats on our trains are only for our passengers. Therefore, please do not place any luggage or other items, such as jackets, on them.
- A.4.1.2.3. For the safety of our passengers: Please keep the passageways, doors, escape routes and safety installations free at all times and always follow the instructions given by our employees.
- A.4.1.2.4. If pieces of luggage are too large or if there are too many pieces of luggage, so that passageways, doors, escape routes or safety installations are blocked, thereby endangering the safety of all passengers, we must have them removed from the train. If we are not able to identify the owner, we hand over the luggage to the sta-tion staff, and it can be picked up at the lost and found office.

#### A.4.1.3. Supervision and liability

- A.4.1.3.1. Please keep an eye on your luggage yourself and secure it accordingly.
- A.4.1.3.2. With regard to the following circumstances, we are exclusively liable as specified in Section A.7.1.1.1.  $[\rightarrow 21]$ :
  - · Damage to luggage
  - · Theft or loss of your luggage
  - · Personal injury caused by your luggage
  - · Dirt on other passengers' clothing or items caused by your luggage

#### A.4.2. Bicycles

#### A.4.2.1. How you can take your bicycles along

- A.4.2.1.1. Our timetables at <u>oebb.at</u> show the trains on which you can take bicycles along. You can also obtain this information from the timetable displays at the station, from the ÖBB customer service at +43-5-1717-3 and from all points of sale.
- A.4.2.1.2. You can take one bicycle per person along. Your bicycle may also have an electric auxiliary drive, if the maximum design speed is 25 km/h. We do not take along vehicles powered exclusively by electricity. Folded scooters are not included in the bicycle category, even those with an electric drive. The dimensions of these scooters must correspond to the ones specified in Section A.4.1.1.1. [→ 15]
- A.4.2.1.3. On night trains, please make a reservation for your bicycle. Without a reservation, we will unfortunately not be able to transport your bicycle.
- A.4.2.1.4. On our night trains, we only take bicycles with the following maximum dimensions and a maximum weight of 30 kg along:
  - Bicycle length of up to 185 cm
  - · Bicycle height of up to 110 cm
  - Bicycle width of up to 60 cm
  - · Wheel diameter of up to 28 inches (74 cm) and wheel width of 4.2 cm
- A.4.2.1.5. Please park your bicycle only in the area provided for this purpose, and please observe the provisions of Section A.4.1.2.3. [→ 16]. If bicycles are too large or if there are too many bicycles or bicycles without reservations, so that passageways, doors, escape routes or safety installations are blocked, thereby endangering the safety of all passen-

version: 2022.02 Valid from: 11/12/2022 Page: 16 / 34



gers, we must have them removed from the train. If we are not able to identify the owner, we hand over the bicycles to the station staff, and they can be picked up at the lost and found office. Always follow the instructions given by our employees.

A.4.2.1.6. Please always load your bicycle yourself.

#### A.4.2.2. Beaufsichtigung und Haftung

- A.4.2.2.1. Bicycles and bicycle trailers are hand luggage. Therefore, please keep an eye on your bicycle yourself. You can also do this by securing the bicycle (e.g. with a bicycle lock) to the holding fixture provided for this purpose.
- A.4.2.2.2. With regard to the following circumstances, we are exclusively liable as specified in Section A.7.1.1.1.  $[\rightarrow 21]$ :
  - · Damage to the bicycle
  - · Theft or loss of your bicycle
  - · Personal injury caused by your bicycle
  - · Dirt on other passengers' clothing or items caused by your bicycle

#### A.4.3. Animals

#### A.4.3.1. General

- A.4.3.1.1. Small and harmless animals can be taken along free of charge in closed and safe containers, provided that the containers comply with the provisions of Section A.4.1.  $[\rightarrow 15]$ .
- A.4.3.1.2. You do not need a container for your dog if it is secured with a muzzle and leash. In this case, however, your dog needs a ticket, as specified in Section B.1.4. [ $\rightarrow$  26]. Your dog may only sit on the floor, supervised by the dog owner. Any other transport of animals is not allowed.
- A.4.3.1.3. In accordance with Sections A.4.3.1.1.  $[\rightarrow 17]$  and A.4.3.1.2.  $[\rightarrow 17]$ , you can take your animal along in all compartments if you have booked the entire compartment for yourself.
- A.4.3.1.4. In the event that your animal poses a risk to the well-being and health of fellow passengers or our employees due to a disease, our employees are authorised to deny you and your animal access to our trains.

#### A.4.3.2. Supervision and liability

A.4.3.2.1. Regarding the supervision and liability with respect to animals taken along, the provisions of Section A.4.1.3.1.  $[\rightarrow 16]$  apply mutatis mutandis.

## A.5. Your rights in the event of a delay or the cancellation of a train

#### A.5.1. Compensation for delays

#### A.5.1.1. Compensation for delays for night train comfort tickets

- A.5.1.1.1. In the event of a delay of 60 to 119 minutes, you will be refunded 25 % of the ticket price. For delays of 120 minutes or more, you will be refunded 50 % of the price.
- A.5.1.1.2. In the event of delayed local trains, you will receive a refund if you use the local train as a transfer train in connection with an ÖBB night train.
- A.5.1.1.3. If you have a round-trip ticket, we calculate the compensation for a delay that occurred either on the outward trip or on the return trip based on the respective share of the fare.

version: 2022.02 Valid from: 11/12/2022 Page: 17 / 34



#### A.5.1.2. Under what circumstances will you not receive a compensation for delays?

A.5.1.2.1. You are not entitled to a compensation for delays if:

- · you are informed about possible delays prior to buying your ticket
- you can continue your journey with another means of public transport or on another route and therefore arrive at your destination with a delay of less than 60 minutes.

#### A.5.1.3. Where can you receive the confirmation of delay?

A.5.1.3.1. You can obtain a confirmation of delay:

- · Directly from the train attendant of the delayed train
- Up to 2 days after the trip at <u>oebb.at</u>. For this, please enter the train and the date into our electronic timetable information system Scotty, and print out the displayed confirmation of delay.
- · Up to 7 days after the trip at any ÖBB ticket counter
- After 7 days, you can obtain a confirmation of delay from the ÖBB customer service at +43-5-1717-3 or by <a href="https://www.oebb.at/kontakt">www.oebb.at/kontakt</a>.

#### A.5.2. Assistance in the event of delays and train cancellations

- A.5.2.1.1. If we have a delay of more than 60 minutes, we will offer you free snacks or meals and soft drinks on the train or at the station, depending on availability.
- A.5.2.1.2. If the train you are travelling on stands still on a route section for more than 60 minutes, we will do everything we can practically do to take you to a nearby station or your destination station as guickly as possible.
- A.5.2.1.3. If you can no longer continue your journey on the same day due to train cancellations, delays of more than 60 minutes or because you missed the last connection due to our delay we offer you the following assistance:
  - Depending on availability, we will organise a middle-class hotel rated up to 3 stars as well as the trips between your hotel and the train station for you. Alternatively, we can reimburse your hotel costs up to € 80.00, as well as costs for the trip between your hotel and the train station up to € 50.00.
  - We offer you to continue your journey by another means of transport, e.g. by taxi, and will reimburse you for this with in amount of up to € 50.00
- A.5.2.1.4. Based on a case-by-case examination, ÖBB can reimburse higher costs if there are substantial reasons. A substantial reason would be, for example, if it is impossible for passengers with limited mobility and their companions to continue their journey on the same day.

#### A.5.3. Reimbursement in the event of a train cancellation or a delay

- A.5.3.1.1. If it can be reasonably assumed that you will reach your destination station more than 60 minutes late or not at all, you can choose:
  - Either we will refund the fare for the route you will no longer be travelling free of charge. If the journey you have already made has become pointless with regard to your overall travel plans, we will also refund you the fare for the journey you have already made free of charge, as well as the return journey to your point of departure on one of our trains or trains operated by another railway company. If you travel with another railway company, your ÖBB ticket will not be accepted. For this trip, please buy a 2nd class ticket for the fastest possible route. We will refund the fare of the ticket you purchased, subject to the provisions of Section A.5.4. [→ 19].

version: 2022.02 Valid from: 11/12/2022 Page: 18 / 34



- Or you can continue your journey on our trains with your existing ticket at the next opportunity or at a later point in time at no additional cost, if necessary following a different route. You can also continue your journey on trains operated by a different railway company. They will, however, not accept your ÖBB ticket. For this trip, please buy a 2nd class ticket for the fastest possible route. We will refund the fare of the ticket you purchased, subject to the provisions of Section A.5.4. [→ 19].
- A.5.3.1.2. In particular, you can reasonably expect a delay or a train cancellation as per Section A.5.3.1.1.  $[\rightarrow 18]$  if we inform you about it via one of the following information channels:
  - timetables and posted information on timetable changes at train stations
  - · electronic displays and loudspeaker announcements on trains and at stations
  - · timetable information provided by the booking systems of our sales points
  - available timetable information and traveller information media, in particular the timetable information system available online at <u>oebb.at</u>.
- A.5.3.1.3. If you choose to continue your journey with one of our trains at the next opportunity or at a later point in time or return to your original point of departure, we will alter the ticket: for a different comfort category, another ÖBB train, a longer period of validity or a new route.
- A.5.3.1.4. Upon request, we will certify the missed connection, the delay or the cancellation of the train.

#### A.5.4. How you can obtain your compensation for delays or refund

- A.5.4.1.1. If you want to apply for a compensation for delays as per Section A.5.1. [→ 17] or a refund as per Section A.5.3. [→ 18], you can obtain the according application form from the person issuing the ticket. This person will also accept the completed application on your behalf and process it.
- A.5.4.1.2. The following provisions apply to the purchase of tickets via the following ÖBB points of sale:
  - · ÖBB ticket counter.
  - ÖBB Customer service +43-5-1717-3,
  - · Travel agencies and other agencies selling ÖBB tickets, or
  - · Online at shop.oebbtickets.at, nightjet.com and via the ÖBB app
- A.5.4.1.3. You can submit your application up until one year after expiration of your ticket. Please enclose the following travel receipts with your application, as originals or copies: Tickets, receipts for costs incurred and reimbursable according to Sections A.5.2. [→ 18] and A.5.3.1.1. [→ 18] and, if applicable, confirmations of delays. For mobile tickets, please enclose the following: Screenshot of the mobile ticket or the order number. Please send the completed application form together with the original travel receipts to ÖBB Personenverkehr AG, Customer Service, P.O. Box 75, A-1020 Vienna. If you would like to submit copies together with your application, we can only accept your application at an ÖBB ticket counter. There, we will check whether the enclosed copies match the original documents. If they match, the copy and the original will receive a submission note, and we will forward the application to the ÖBB service centre for passenger rights.
- A.5.4.1.4. Please observe all tax regulations related hereto. For tickets marked "does not grant right to deduct input tax", we also require the original invoice or certificate for the input tax deduction for reimbursement.
- A.5.4.1.5. Our ÖBB service centre for passenger rights will check your application and tickets and determine whether you are entitled to compensation or a refund. If you are entitled to compensation or a refund, you can choose (please make your selection al-ready on the

version: 2022.02 Valid from: 11/12/2022 Page: 19 / 34



application form) whether you want us to either send you a voucher in the amount of the compensation or reimbursement or transfer the amount to a bank account specified by you, without making any deductions. Both will take place within one month.

- A.5.4.1.6. For tickets which you paid by credit card, we can only book the amount back to the credit card. For tickets booked via <u>nightjet.com</u>, we can only refund the amount to your bank account.
- A.5.4.1.7. If you enclose original documents with your application form, we will, upon request, send them back to you free of charge after processing.
- A.5.4.1.8. A.5.4.1.8. We only pay compensation or refunds for tickets issued by ÖBB sales offices using our booking system. If you have purchased the tickets from another railway company, we will forward the documents to that company and inform you of this.
- A.5.4.1.9. We round amounts up to the next full ten cents. We do not pay out compensation amounts below € 4.00, neither as a voucher, nor in cash.

#### A.6. Your other rights to reimbursement

#### A.6.1. Your rights in the event of quality defects

- A.6.1.1.1. You will receive a full refund for your ticket or reservation if you decided not to travel because we were not able to provide your reserved sleeping berth, couchette or seat and were also not able to provide an alternative seat in the same comfort category.
- A.6.1.1.2. In the following case, you will receive a partial refund for your ticket: if you had to travel in a lower comfort class than the one you had booked due to insufficient capacity or for technical reasons.
- A.6.1.1.3. If any of the above applies, please contact our train attendants. They will be happy to issue you with a certificate of non-use for the refund of your ticket or reservation.
- A.6.1.1.4. We will refund the difference to the correct fare if our employees or third parties commissioned by us apply the Conditions of Carriage in Section A. [→ 8] or the Conditions of Use in Section B. [→ 22] improperly when selling tickets. The right to reimbursement expires if you do not claim it within one year after expiry of the period of validity stated on the ticket.

#### A.6.2. Your rights if you do not wish to travel

A.6.2.1.1. If you do not wish to travel or only want to travel part of the valid route, you will find the conditions under which we reimburse fares in Section B.  $[\rightarrow 22]$  of this handbook.

#### A.6.3. How you can obtain your refund

- A.6.3.1.1. You can apply for a refund as per Section A.6.1. [→ 20] and Section A.6.2. [→ 20] directly at one of our ticket counters or at the point of sale where you purchased your ticket. Alternatively, you can also send the completed application <u>online</u> by mail to ÖBB Personenverkehr AG, Customer Service, P.O. Box 75, A-1020 Vienna. Please enclose the following with the application:
  - For reimbursements as per Section A.6.1. [→ 20], tickets, reservations and certificates of non-use.
  - For reimbursements as per Section A.6.2. [→ 20], tickets and reservations with any
    inspection and revision notes.

version: 2022.02 Valid from: 11/12/2022 Page: 20 / 34



- A.6.3.1.2. The submission of copies is sufficient for handling your request. If you have received your ticket or reservation on original ÖBB ticket paper, for example from a ticket machine, at the counter or in a travel agency, and the travel date is in the future, we do, however, require the original. For mobile tickets, please enclose the booking code.
- A.6.3.1.3. Please apply for refunds according to Section A.6.1.  $[\rightarrow 20]$  within 6 months after the end of the period of validity of your ticket. Payment will be made within 2 months.
- A.6.3.1.4. Please observe all tax regulations related hereto. For tickets marked "does not grant right to deduct input tax", we also require the original invoice or certificate for the input tax deduction for reimbursement.
- A.6.3.1.5. We do not reimburse any fees as per Section E.  $[\rightarrow 32]$ , with the exception of Section E.1.2.  $[\rightarrow 32]$ , if the reason for the penalty fare no longer applies.
- A.6.3.1.6. For tickets which you paid by credit card, we will refund the amount to the credit card.
- A.6.3.1.7. We only pay compensation for tickets issued by ÖBB sales offices using our booking system. If you have purchased the tickets from another railway company, we will forward the documents to that company and inform you of this.

## A.7. Liability

#### A.7.1. Liability of the railway

A.7.1.1.1. For reasons other than those stated in this handbook, we are only liable in the event of intent or gross negligence, culpable injury to life, body or health or culpable breach of material contractual obligations, i.e. obligations on the fulfilment of which the passengers rely and may rely for the proper performance of the contract. In the event of a simple negligent breach of essential contractual obligations, however, liability is limited to the reasonably foreseeable amount of damage typical for the contract. The provisions of the Liability Act (HPfIG), the Railway Traffic Regulations (EVO) and Regulation (EC) No. 1371/2007 including its Appendix I, CIV, remain un-affected.

The above liability provisions apply both to our own fault and to the fault of our vicarious agents.

#### A.7.2. Passengers' liability

A.7.2.1.1. In accordance with general tort provisions, you are liable for damages incurred by us or third parties if you fail to comply with legal and administrative regulations or violate these Conditions of Carriage.

## A.8. Lost objects

- A.8.1.1.1. If you have lost or forgotten something on our trains, please contact one of the following service facilities:
  - Mungos Lost + Found Service Centre in Austria at +431/93000-22 2 22
  - · Deutsche Bahn Lost & Found Service www.bahn.de
- A.8.1.1.2. Found items not collected from Mungos Lost + Found Service will be handed over to the responsible authorities (municipality or magistrate). Further information about the lost and found service and the locations of the Mungos Lost + Found service centre can be found at https://www.oebb.at/en/Services/Lost and Found.

version: 2022.02 Valid from: 11/12/2022 Page: 21 / 34

## **ØBB**

B.	Ticket offer
B.1.	Terms of use for the tickets
B.1.1.	Comfort ticket
B.1.1.1. B.1.1.1.1.	When is this ticket offer available? This ticket offer is available until revoked.
B.1.1.2. B.1.1.2.1.	How long in advance can you buy this ticket?  This offer is available up to 180 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.
B.1.1.3. B.1.1.3.1.	When and for how long is this ticket valid?  This ticket is linked to a certain train, as specified in Section A.3.1.3. [→ 9]. It is only valid on the day of validity, and only for the trains and seats booked. The respective information can be found on the ticket.
B.1.1.3.2. B.1.1.3.3.	This ticket is not valid on any other train. You cannot interrupt your journey in between.
B.1.1.4. B.1.1.4.1.	For which area can you buy this ticket?  This ticket is available for all routes within Germany on which ÖBB night trains run.
B.1.1.5. B.1.1.5.1.	Where is this ticket valid?  The ticket is only valid for a single trip along the route of your booked trains and connections.
B.1.1.5.2. B.1.1.5.3.	The route is indicated on the ticket. You cannot use any other route.
B.1.1.6. B.1.1.6.1.	On which trains is this ticket valid?  This ticket is valid for ÖBB night trains as per Section E.2. [→ 33].
B.1.1.7. B.1.1.7.1.	For which comfort categories can you buy this ticket?  Depending on availability, you can buy this ticket for the following comfort categories:  • Seating carriage  • Private compartment in a seating carriage up to a maximum of three passengers  • Couchette compartments with four or six berths
	<ul> <li>Private compartment in a couchette carriage for 1 to 3 adults and children up to a maximum of six passengers</li> </ul>

• Sleeper cars with triple, double and single occupancy

The seat reservations are already included.

• Sleeper cars deluxe with triple, double and single occupancy

version: 2022.02 Valid from: 11/12/2022

B.1.1.7.2.



B.1.1.7.3. For individual bookings in sleeper cars, we differentiate between women's and men's compartments, unless all beds in the compartment are occupied by members of the same family or group. B.1.1.7.4. We offer special ladies' couchette compartments on night trains. If there are free places, booking is possible up to 4 days prior to departure. B.1.1.7.5. The comfort category (seat, couchette or sleeper car) can be changed, if free seats are available. You can obtain pertinent information from our staff on the train. The difference between the travel categories must be paid directly to our staff. B.1.1.8. For how many passengers can you buy this ticket? B.1.1.8.1. This ticket offer allows as many passengers to travel together as seats are available. B.1.1.9. What reimbursement options do you have for this ticket? B.1.1.9.1. You can have this ticket refunded up to 15 days before the first day of validity with-out any fees being charged. B.1.1.9.2. You can have this ticket refunded up to 1 day before the first day of validity against a fee in the amount of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger. B.1.1.9.3. From the first day of validity onwards, you can no longer have this ticket refunded. B.1.1.10. Where can you buy this ticket? B.1.1.10.1. You can buy this ticket at the following points of sale: ÖBB ticket counter · shop.oebbtickets.at · nightjet.com Customer service +43-5-1717-3 From our staff on the train (except private compartment) · Travel agencies and other agencies selling ÖBB tickets B.1.1.11. For which customer groups is this offer available? B.1.1.11.1. This ticket is available for the customer groups Adults, Children, Vorteilscard, Bahncard, Groups, Groups of school children, Passengers with disabilities with companions and Bicycles. Infants travel at the children's rate if they need a seat. B.1.2. Sparschiene B.1.2.1. When is this ticket offer available? B.1.2.1.1. This ticket offer is available until revoked. B.1.2.2. How long in advance can you buy this ticket? This offer is available up to 180 days in advance. As long as the timetable for the new B.1.2.2.1. timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.

You can buy this ticket until the limited allotment for the respective train journey is sold

out; at the latest, however, until 1 minute before the departure of the train.

version: 2022.02 Valid from: 11/12/2022

B.1.2.2.2.

## **ØBB**

B.1.2.3.	When and for how long is this ticket valid?
B.1.2.3.1.	This ticket is linked to a certain train, as specified in Section A.3.1.3. [ $\rightarrow$ 9]. It is only valid on the day of validity, and only for the trains and seats booked. The respective information can be found on the ticket.
B.1.2.3.2.	This ticket is not valid on any other train.
B.1.2.3.3.	You cannot interrupt your journey in between.
B.1.2.4.	For which area can you buy this ticket?
B.1.2.4.1.	This ticket is available for all routes within Germany on which ÖBB night trains run.
B.1.2.5.	Where is this ticket valid?
B.1.2.5.1.	The ticket is only valid for a single trip along the route of your booked trains and connections.
B.1.2.5.2.	The route is indicated on the ticket.
B.1.2.5.3.	You cannot use any other route.
B.1.2.6.	On which trains is this ticket valid?
B.1.2.6.1.	This ticket is valid for ÖBB night trains as per Section E.2. [→ 33].
B.1.2.7.	For which comfort categories can you buy this ticket?
B.1.2.7.1.	Depending on availability, you can buy this ticket for the following comfort categories:  • Seating carriage
	Couchette compartments with four or six berths
	<ul> <li>Sleeper cars with triple, double and single occupancy</li> </ul>
	<ul> <li>Sleeper cars deluxe with triple, double and single occupancy</li> </ul>
B.1.2.7.2.	The seat reservations are already included.
B.1.2.7.3.	For individual bookings in sleeper cars, we differentiate between women's and men's compartments, unless all beds in the compartment are occupied by members of the same family or group.
B.1.2.7.4.	We offer special ladies' couchette compartments on night trains. If there are free places, booking is possible up to 4 days prior to departure.
B.1.2.7.5.	The comfort category (seat, couchette or sleeper car) can be changed, if free seats are available. You can obtain pertinent information from our staff on the train. The difference between the travel categories must be paid directly to our staff.
B.1.2.8.	For how many passengers can you buy this ticket?
B.1.2.8.1.	This ticket offer allows as many passengers to travel together as seats are available.
B.1.2.9.	What reimbursement options do you have for this ticket?
B.1.2.9.1.	You cannot have this ticket refunded prior to the first day of validity.
B.1.2.9.2.	You cannot have this ticket refunded after the first day of validity.
B.1.2.10.	Where can you buy this ticket?
B.1.2.10.1.	You can buy this ticket at the following points of sale:  • ÖBB ticket counter



	Customer service +43-5-1717-3
	Travel agencies and other agencies selling ÖBB tickets
B.1.2.11.	For which customer groups is this offer available?
B.1.2.11.1.	This ticket is available for the customer groups adults and children. Infants travel at the children's rate if they need a seat.
B.1.3.	Ticket for connecting train
B.1.3.1.	When is this ticket offer available?
B.1.3.1.1.	This ticket offer is available until revoked.
B.1.3.1.2.	This ticket is only available for pre- and post-carriage to an ÖBB night train as per Section A.2.1.1.4. [ $\rightarrow$ 8], in combination with a comfort ticket as per Section B.1.1. [ $\rightarrow$ 22].
B.1.3.2.	How long in advance can you buy this ticket?
B.1.3.2.1.	This offer is available up to 180 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your ticket up until the end of the current timetable.
B.1.3.3.	When and for how long is this ticket valid?
B.1.3.3.1.	This ticket is only valid on the day of validity. The date can be found on the ticket.
B.1.3.3.2.	You cannot interrupt your journey in between.
B.1.3.4.	For which area can you buy this ticket?
B.1.3.4.1.	This ticket is available for Deutsche Bahn routes in pre- and post-carriage to your trip with an ÖBB night train.
B.1.3.5.	Where is this ticket valid?
B.1.3.5.1.	The route is indicated on the ticket.
B.1.3.5.2.	You cannot use any other route.
B.1.3.6.	On which trains is this ticket valid?
B.1.3.6.1.	This ticket is valid on trains operated by Deutsche Bahn.
B.1.3.7.	For which comfort categories can you buy this ticket?
B.1.3.7.1.	You buy this ticket for 1st and 2nd class.
B.1.3.7.2.	Changing class is not possible.
B.1.3.8.	For how many passengers can you buy this ticket?
B.1.3.8.1.	One person can travel with this ticket offer.
B.1.3.9.	What reimbursement options do you have for this ticket?
B.1.3.9.1.	You can have this ticket refunded up to 15 days before the first day of validity with-out any fees being charged.

version: 2022.02 Valid from: 11/12/2022

• shop.oebbtickets.at

• <u>nightjet.com</u>



B.1.3.9.2.	You can have this ticket refunded up to 1 day before the first day of validity against a fee in the amount of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger.
B.1.3.9.3.	From the first day of validity onwards, you can no longer have this ticket refunded.
B.1.3.10. B.1.3.10.1.	Where can you buy this ticket?  You can buy this ticket at the following points of sale:  OBB ticket counter  shop.oebbtickets.at  nightjet.com  Customer service +43-5-1717-3  Travel agencies and other agencies selling ÖBB tickets
B.1.3.11. B.1.3.11.1.	For which customer groups is this offer available?  This ticket is available for the customer groups Adults and Children. Infants travel at the children's rate if they need a seat.
B.1.4.	Dog ticket
B.1.4.1. B.1.4.1.1. B.1.4.1.2.	When is this ticket offer available?  This ticket offer is available until revoked.  Please note the provisions of Section A.4.3.1.3. [→ 17] on taking dogs along on our night trains.
B.1.4.2. B.1.4.2.1.	How long in advance can you buy this ticket? You can buy this offer from our staff on the train.
B.1.4.3. B.1.4.3.1.	When and for how long is this ticket valid?  This ticket is only valid on the day of validity. The date can be found on the ticket.
B.1.4.4. B.1.4.4.1.	For which area can you buy this ticket?  This ticket is available for all routes in Germany on which ÖBB night trains run. For preand post-carriage trips on Deutsche Bahn trains, you buy the required dog ticket for this route from Deutsche Bahn.
B.1.4.5.	Where is this ticket valid?
B.1.4.5.1.	The route is indicated on the ticket.
B.1.4.5.2.	You cannot use any other route.
B.1.4.6.	On which trains is this ticket valid?
B.1.4.6.1.	This ticket is valid on ÖBB night trains.
B.1.4.7. B.1.4.7.1.	For which comfort categories can you buy this ticket? You can buy this ticket for all comfort categories.

## **ØBB**

B.1.4.8. B.1.4.8.1.	For how many passengers can you buy this ticket?  One dog can travel with this ticket offer.
B.1.4.9. B.1.4.9.1.	What reimbursement options do you have for this ticket? We will sell you this ticket at the start of your trip. You therefore cannot have it re-funded.
B.1.4.10. B.1.4.10.1.	Where can you buy this ticket? You can buy this ticket at the following points of sale:  • From our staff on the train
B.1.4.11. B.1.4.11.1.	For which customer groups is this offer available?  This ticket is available for the customer group Dog.
B.2.	Reservation
B.2.1.1. B.2.1.1.1.	When is this reservation offer available?  This reservation offer, which is subject to a charge, is available until revoked.
B.2.1.2.	How long in advance can you buy this reservation offer?
B.2.1.2.1.	You can buy this reservation offer up to 180 days in advance. As long as the timetable for the new timetable year has not yet been published, you can buy your reservation up until the end of the current timetable.
B.2.1.2.2.	You can make reservations at your boarding station prior to the departure of the train or with our staff on the train, also prior to departure, if seats are available.
B.2.1.2.3.	This reservation offer is only available as long as seats or places in the couchette or sleeper cabin are available.
B.2.1.2.4.	This reservation offer is mandatory. It is available only in combination with the following ticket offers:
	1st and 2nd class Eurail passes, valid for Germany
	1st and 2nd class Interrail passes, valid for Germany
B.2.1.3.	When and for how long is this reservation valid?
B.2.1.3.1.	Your reservation is valid only on the day of validity on the trains you have booked and for the seats indicated on your reservation.
B.2.1.3.2.	This reservation is not valid on any other train.
B.2.1.3.3.	You cannot interrupt your journey in between.
B.2.1.3.4.	This reservation is only valid in combination with a valid ticket as per Section B.2.1.2.4. $[\rightarrow 27]$ .
B.2.1.4.	For which areas can you use this reservation?
B.2.1.4.1.	This reservation is available for all routes in Germany on which ÖBB night trains run.
B.2.1.5.	Where is this reservation valid?
B.2.1.5.1.	The reservation is only valid along the route of your booked trains and connections.
B.2.1.5.2.	You cannot take any other route.



B.2.1.6.	On which trains is this reservation valid?
B.2.1.6.1.	This reservation is available for ÖBB night trains.
B.2.1.7.	For which comfort categories can you buy this reservation?
B.2.1.7.1.	You can buy this reservation for the following comfort categories: <ul><li>Seating carriage</li></ul>
	Couchette compartments with four or six berths
	<ul> <li>Sleeper cars with triple, double and single occupancy</li> </ul>
	Sleeper cars deluxe with triple, double and single occupancy
B.2.1.8.	For how many passengers can you buy this reservation?
B.2.1.8.1.	Between 1 and 36 persons can travel together using this ticket offer.
B.2.1.9.	What reimbursement options do you have for this offer?
B.2.1.9.1.	You can have this ticket refunded up to 15 days before the first day of validity without any fees being charged.
B.2.1.9.2.	You can have this ticket refunded up to 1 day before the first day of validity against a fee in the amount of 50 % of the fare, subject to a minimum fee of € 15.00 per passenger.
B.2.1.9.3.	From the first day of validity onwards, you can no longer have this ticket refunded.
B.2.1.10.	Where can you buy this reservation?
B.2.1.10.1.	You can buy this reservation at the following points of sale:
	ÖBB ticket counter
	Customer service +43-5-1717-3
	From our staff on the train
	<ul> <li>Travel agencies and other agencies selling ÖBB tickets</li> </ul>
	Our sales partners
	Ticket counters and sales partners of Deutsche Bahn
B.2.1.11.	For which customer groups is this offer available?
B.2.1.11.1.	This ticket is available for the customer groups Adults. For this offer, infants requir-ing their own seat as well as children are considered adults.

version: 2022.02 Valid from: 11/12/2022 Page: 28 / 34

#### C.1. **Infants** C.1.1.1.1. Infants are passengers up to the age of one day before their 6th birthday. C.1.1.1.2. You can take along infants free of charge and without a ticket if they do not occupy their own seat. C.1.1.1.3. For each adult, one infant can travel along free of charge in the parents' bed. C.1.1.1.4. Infants occupying a seat of their own require a ticket. $C_2$ Children C.2.1.1.1. Children are passengers aged 6 to 14 - from their 6th birthday until one day before their 15th birthday. C2112 Children pay a reduced price, as per Section E.3. [→ 33]. C.3. **Adults** C.3.1.1.1. Adults are passengers aged 15 and over. C.3.1.1.2. Adults pay the full price. C.4. - to remain empty -C.5. Vorteilscard C.5.1.1.1. The Vorteilscard is an ÖBB customer card. Further details on the purchase of a Vorteilscard can be found in Section C.5 of the Guide for travelling with ÖBB in Austria. C.5.1.1.2. Passengers with a Vorteilscard pay a reduced price, as specified in Section E.3. [→ 33]. C 6 **Bahncard** C.6.1.1.1. The Bahncard is a customer card issued by Deutsche Bahn. Further details on the purchase of a Bahncard can be found on the Deutsche Bahn website. C.6.1.1.2. Passengers with any type of Bahncard pay a reduced price, as specified in Section E.3. [→ 33]. C.7. **Groups** C.7.1.1.1. You are considered a group if you are at least 6 adults travelling together on the same route. C.7.1.1.2. Groups pay a reduced price, as per Section E.3. [ $\rightarrow$ 33]. C.8. Groups of school children C.8.1.1.1. Groups of school children are groups consisting of at least 15 passengers in the age of up to 18, until one day before their 19th birthday. For every 15 passengers, one accompanying person can travel along at the same reduced rate. As proof, we need a list of names of the participating passengers confirmed by the school. C.8.1.1.2. Depending on availability, groups of school children pay a reduced price, as per Section E.3. [→ 33]. C.8.1.1.3. Groups of school children buy a comfort ticket for the comfort categories seating carriage and couchette carriage.

**Customer groups and discounts** 

version: 2022.02 Valid from: 11/12/2022

C.



Page: 30 / 34

#### C.9. Passengers with disabilities with companions

- C.9.1.1.1. Passengers with a pass for the severely disabled marked "B", including the remark "The need for permanent assistance has been proven" or "The right to take an accompanying person along has been proven", can take a companion and an assistance dog along free of charge. Passengers in wheelchairs and blind passengers can also take an accompanying person along free of charge.
- C.9.1.1.3. The companion merely needs to buy the reservation for all comfort categories.
- C.9.1.1.2. Holders of a disability pass with the entry "assistance dog" accompanied by their assistance dog can book the mobility compartment on night trains.

#### C.10. Companions of passengers in wheelchairs

- C.10.1.1.1. Passengers with wheelchairs can take an accompanying person along.
- C.10.1.1.2. A companion only pays the reservation fee for the chosen travel category.
- C.10.1.1.3. Passengers with disabilities with wheelchairs can book the mobility compartment on night trains.

#### **C.11. Dog**

C.11.1.1.1. The customer group "dog" includes all dogs.

## C.12. Bicycles

- C.12.1.1.1. Bicycles include bicycles and electric bicycles with the following dimensions:
  - · Bicycle length up to 185 cm
  - · Bicycle height up to 110 cm
  - · Bicycle width up to 60 cm
  - Wheel diameter up to 28 inches (74 cm)



#### D. Further terms and conditions

## D.1. GTC for the purchase of tickets via shop.oebbtickets.at and the ÖBB app

D.1.1.1.1. Our GTC for the purchase of tickets via <a href="mailto:shop.oebbtickets.at">shop.oebbtickets.at</a> and within the ÖBB app are published in Section D.1 of the Guide for travelling with ÖBB in Austria, available at <a href="https://www.oebb.at">www.oebb.at</a>. These provisions also apply to trips on ÖBB night trains within Germany.

#### D.2. GTC for the purchase via nightjet.com

D.2.1.1.1. Our GTC for the purchase of tickets via <a href="nightjet.com">nightjet.com</a> are published in Section D.8 of the Guide for travelling with ÖBB in Austria, available at <a href="www.oebb.at">www.oebb.at</a>. These provisions also apply to trips on ÖBB night trains within Germany.

### D.3. Data protection

D.3.1.1.1. Our provisions regarding data protection are published at <a href="www.oebb.at">www.oebb.at</a>. These provisions also apply to trips on ÖBB night trains within Germany.

version: 2022.02 Valid from: 11/12/2022 Page: 31 / 34

## **ØBB**

Page: 32 / 34

E.	Appendices
E.1.	Fees
E.1.1. E.1.1.1.1. E.1.1.1.2.	Service fee We charge this fee in the event of immediate payment of a fare on the train. The fee is € 3.00, including VAT.
E.1.2. E.1.2.1.1. E.1.2.1.2. E.1.2.1.3.	Penalty fare (increased fare)  We charge a penalty fare to passengers without a valid ticket.  The fee is double the regular fare for the distance travelled by the passenger without a valid ticket, subject to a minimum fee of € 60.00.  The fee is double the regular fare for the entire journey if the passenger cannot prove that the distance travelled without a valid ticket was shorter.
E.1.3. E.1.3.1.1. E.1.3.1.2.	Fee for the obstruction of ticket inspections We charge this fee if you do not present your ticket and, upon request, your identity card or discount card during a ticket inspection. The fee is $\in$ 7.00.
E.1.4. E.1.4.1.1. E.1.4.1.2.	Processing fee for children and adults under the age of 18 We charge this processing fee for children and adults under the age of 18 for the subsequent submission of an ID card. The fee is € 5.00, including VAT.
E.1.5. E.1.5.1.1. E.1.5.1.2.	Processing fee for subsequent verification  We charge the processing fee for the subsequent verification of the validity of a Vorteilscard.  The fee is € 7.00, including VAT.
E.1.6. E.1.6.1.1. E.1.6.1.2.	Dunning costs We charge dunning costs for the reminder for a charge, fee or fine. The dunning fee is € 7.00.
E.1.7. E.1.7.1.1. E.1.7.1.2.	Cleaning costs  We charge this amount if our trains have been soiled and need to be cleaned by us or third parties.  The fee is € 70.00. You are entitled to prove that we have incurred no damage or that the amount of the damage is less.
E.1.8. E.1.8.1.1. E.1.8.1.2.	Penalty fee We charge this fee for unacceptable, improper behaviour, such as smoking. The fee is € 40.00.



E.1.9.	Penalty fee for the misuse of emergency facilities
E.1.9.1.1.	We charge this fee for the misuse of emergency facilities, e.g. unjustified pulling of the emergency brake, unjustified pressing of the emergency button or triggering of the fire alarm.
E.1.9.1.2.	The fee is € 80.00.
E.1.10.	Processing fee if payment is not made immediately
E.1.10.1.1.	We charge this processing fee if cleaning costs, penalty fees or penalty fees for the misuse of emergency facilities are not paid immediately.
E.1.10.1.2.	The fee is € 7.00.
E.1.11.	Service fee for sending travel documents
E.1.11.1.1.	We charge this fee for sending travel documents.
E.1.11.1.2.	The fee is € 5.00, including VAT.
E.2.	List of ÖBB night trains in Germany
E.2.1.1.1.	NJ 409/408 (Zurich Central Station) – Basel Bad Bf – Mannheim Central Station – Leipzig Central Station – Berlin Central Station (no seats offered, only couchette or sleeper cabins)
E.2.1.1.2.	NJ 470/471 (Zurich Central Station) – Basel Bad Bf – Frankfurt (Main) South – Hamburg Altona (no seats offered, only couchette or sleeper cabins)
E.2.1.1.3.	NJ 490/491 (Vienna Central Station) – Passau Central Station – Nuremberg Central Station – Hanover Central Station – Hamburg-Altona
E.2.1.1.4.	NJ 40490/40421 (Vienna Central Station) – Passau Central Station – Nuremberg Central Station – Frankfurt (Main) South – Düsseldorf Central Station – Duisburg – (Amsterdam)
E.2.1.1.5.	NJ 40420/40491 (Innsbruck Central Station) – Kufstein – Nuremberg Central Station – Hanover Central Station – Hamburg-Altona
E.2.1.1.6.	NJ 420/421 (Innsbruck Central Station) – Kufstein – Nuremberg Central Station – Frankfurt (Main) South – Düsseldorf Central Station – Duisburg – (Amsterdam)
E.2.1.1.7.	NJ 294/295, NJ 236/237, NJ 40295/40235 Stuttgart – Munich Central Station – Salzburg Central Station – (Italy)
E.2.1.1.8.	NJ 50490/425 (Vienna Central Station) – Passau Central Station – Nuremberg Central Station – Frankfurt (Main) South – Aachen Central Station – (Brussels Midi)
E.2.1.1.9.	NJ 402/403 (Zurich Central Station) – Basel Bad Bf – Frankfurt/M. Central Station – Cologne – Duisburg – (Amsterdam) (no seats offered, only couchette or sleeper cabins)
E.2.1.1.10.	NJ 468/469 (Vienna Central Station) – Salzburg Central Station – Munich East – Karlsruhe – (Paris)
E.3.	Price table

Price table for ÖBB night trains in Germany

version: 2022.02 Valid from: 11/12/2022

Timetable period 2023

Valid for fare kilometres 350 - 999



Angebot	Sitzw	agen	Liegewagen			Schlafwagen (Standard)			Schlafwagen (Deluxe)		
	Einzel	Abteil	6-Bett	4-Bett	Abteil	Triple	Double	Single	Triple	Double	Single
Standard	114,50		135,50	146,00		177,50	198,50	251,00	198,50	219,50	272,00
Sparschiene	29,90		49,90	59,90		89,90	109,90	159,90	119,90	139,90	189,90
Sparschiene	39,90		59,90	69,90		99,90	119,90	169,90	129,90	149,90	199,90
Sparschiene	49,90		69,90	79,90		109,90	129,90	179,90	139,90	159,90	209,90
Sparschiene	59,90		79,90	89,90		119,90	139,90	189,90	149,90	169,90	219,90
Sparschiene	69,90		89,90	99,90		129,90	149,90	199,90	159,90	179,90	229,90
Sparschiene	79,90		99,90	109,90		139,90	159,90	209,90	169,90	189,90	239,90
Sparschiene	89,90		109,90	119,90		149,90	169,90	219,90	179,90	199,90	249,90
Sparschiene	99,90		119,90	129,90		159,90	179,90	229,90			
Card	86,40		107,40	117,90		149,40	170,40	222,90	170,40	191,40	243,90
Gruppe/Group	74,90		95,90	106,40		137,90	158,90	211,40			
	86,40		107,40	117,90		149,40	170,40	222,90			
	97,80		118,80	129,30		160,80	181,80	234,30			
Kind	17,70		38,70	49,20		80,70	101,70		101,70	122,70	
Kind Sparschiene	17,70		38,70	49,20		80,70	101,70		101,70	122,70	
Schulgruppe	39,90		59,90	69,90							
Pass Reservierung	14,00		34,00	44,00		74,00	94,00	144,00	94,00	114,00	164,00
Begleitperson Beh.	14,00		34,00	44,00		74,00	94,00		94,00	114,00	
Privatabteil		99,00			199,00						
Privatabteil		109,00			209,00						
Privatabteil		119,00			219,00						
Privatabteil		129,00			239,00						
Privatabteil		139,00			259,00						
Privatabteil		159,00			289,00						
Privatabteil		179,00			319,00						
Privatabteil		199,00			349,00						

## Price table for ÖBB night trains in Germany

Timetable period 2023

Valid for fare kilometres 1 - 349

km von	km bis	Standard	Card	Kind	Pass	Begleiter	Sparschiene				
1	49	14,9	11,2	7,5	14,0	14,0					
50	99	19,9	14,9	10,0	14,0	14,0	9,9				
100	149	29,9	22,4	15,0	14,0	14,0	19,9				
150	199	39,9	29,9	16,0	14,0	14,0	29,9				
200	249	49,9	37,4	16,0	14,0	14,0	29,9	39,9			
250	299	59,9	44,9	16,0	14,0	14,0	29,9	39,9	49,9		
300	349	64,9	48,7	16,0	14,0	14,0	29,9	39,9	49,9	59,9	
350	399	69,9	52,4	16,0	14,0	14,0	29,9	39,9	49,9	59,9	

version: 2022.02 Valid from: 11/12/2022 Page: 34 / 34