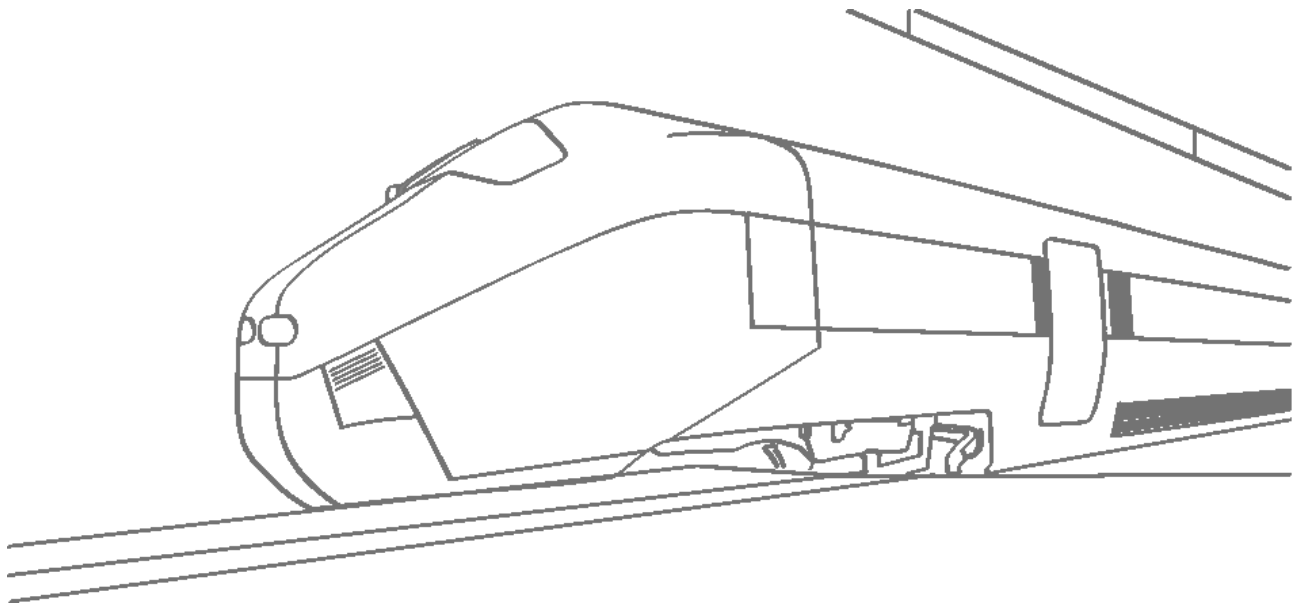


Flytoget's conditions of carriage from July 12, 2018



Contents

1.	Flytoget's liability and the current statutory requirements.....	2
2.	When do these conditions of carriage apply?	2
3.	What are the rules relating to tickets for Flytoget's train services?.....	2
4.	What are the rules relating to luggage and animals aboard Flytoget's services?	3
5.	What are Flytoget's obligations to passengers?	3
6.	What are the customer's obligations to Flytoget?	4
7.	When does Flytoget's performance fall short?.....	5
8.	When may Flytoget cancel train services and/or re-allocate rolling stock?	5
9.	What are the customer's rights in case of delays?	5
10.	What are the rules for resolving conflicts between a customer and Flytoget?.....	6

1. Flytoget's liability and the current statutory requirements

Flytoget's liability for the company's customers and their luggage is regulated by the Norwegian *Railway Liability Act* and the *Regulations on Rail Passengers' Rights and Obligations (the regulations on rail passengers' rights)*. In case of conflict between the conditions of carriage and the regulations to the detriment of passengers, the regulations shall apply.

Flytoget handles personal data in accordance with Flytoget's personal data protection statement and specific terms and conditions for the use of Flytoget's digital platforms, as well as all current personal data legislation.

Credit card details are handled in accordance with Flytoget's agreement with the credit card companies. These details are encrypted and specially secured. Details relating to charges for journeys are stored only until the card has been debited.

Flytoget's current conditions of carriage are available on www.flytoget.no at all times.

2. When do these conditions of carriage apply?

These Conditions of Carriage apply for Flytoget and the company's individual customers and their luggage aboard any Airport Express Train service.

These Conditions of Carriage also apply if Flytoget employs an alternative means of transport in order to provide the agreed carriage service.

3. What are the rules relating to tickets for Flytoget's train services?

- a. Having paid to make a journey does not carry an automatic entitlement to a seat.
- b. Ticketless journeys are charged to a debit or credit card (payment card) when this is read by a card reader on the departure station; this provides the basis for charging the correct fare for the customer's chosen journey. Ticketless journeys at an agreed discounted rate (e.g. students, old age pensioners or staff pass holders) require a profile and payment card to be registered on Flytoget's digital platform prior to the journey. Additionally, customers who register and purchase a ticket through Flytoget's digital platform are covered by Flytoget's personal data protection statement and the terms and conditions for using Flytoget's digital platform.
- c. Customers who make a ticketless journey by payment card to Oslo Airport and fail to present their card to the card reader on the departure station, will be charged the fare for the longest journey available due to a lack of information about the journey made. When travelling from Oslo Airport, customers on a ticketless journey must specify their destination when presenting their payment card to the card reader.
- d. Ticketless journeys are charged to the payment card by the card issuer.
- e. Purchased tickets, whether printed, online or app, specify the type of ticket, the fare, and details of the journey for which the customer has paid. Customers must present their ticket at the barriers at Oslo Airport.
- f. Printed, online or app tickets for travel on Flytoget's Airport Express Train are valid for the period specified on the ticket. Ticketless journeys are valid only for travel immediately after registering means of payment.
- g. Tickets (of any type) for travel on Flytoget's Airport Express Train are not valid for travel on services other than the Airport Express Train, unless the ticket expressly states that it applies for travel on specific, defined transport services in addition to Flytoget's Airport Express Train.
- h. Tickets issued for travel by train services other than those provided by Flytoget are not valid for travel on the Airport Express Train, unless permission is granted by on-train staff due to extraordinary circumstances.

4. What are the rules relating to luggage and animals aboard Flytoget's services?

- a. Customers may, subject to the below restrictions, travel with luggage, prams, pushchairs and sports equipment on Flytoget's Airport Express Train services.
- b. 'Luggage' means suitcases, bags, prams and pushchairs, sports equipment and similar paraphernalia which the passenger can carry onto the train without assistance and position in the allocated luggage space. Oversized luggage must be positioned in the dedicated compartment.
- c. Prams and pushchairs may be conveyed as long as these can be accommodated in the dedicated space.
- d. 'Sports equipment' refers to skis, snowboards, bicycles, surf boards, wakeboards and similar paraphernalia which the passenger can carry onto the train without assistance and position in the dedicated luggage space. Bicycles may be conveyed against payment and must be positioned in the dedicated space. There is a limited number of bicycle spaces available on every train.
- e. Customers who travel with pets will be directed to seats in a dedicated carriage. Flytoget provides no guarantee that there is space available for pets. Pets must travel in a cage or on a lead.
- f. If you are travelling with a service dog (guide dogs, police dogs and assistance dogs) you may take a seat wherever you wish aboard the train.
- g. If a customer's hand luggage or carry-on articles are partly or totally lost or damaged during the journey, Flytoget has a duty to pay compensation for such loss or damage provided the same incident gives rise to personal injuries for which Flytoget are fully liable under s. 3 of the Norwegian Railway Liability Act, or if the loss or damage was caused by Flytoget or Flytoget's neglect. The liability is restricted to 50 % of the National Insurance Base Rate (1/2 G) for each passenger.
- h. The compensation restriction of 50 % of the National Base Rate does not apply if Flytoget is found to have caused the damage by intent or gross negligence.
- i. Customers are obliged to look after their own luggage during the train journey. Flytoget is not liable for the theft or loss of luggage.
- j. Lost property found aboard an Airport Express Train or at any other Flytoget premises, will be kept safe by Flytoget's staff and handed over to the left luggage office at Oslo Airport on a daily basis for registration and safe-keeping. Passengers who think they have lost something on Flytoget premises are referred to the Lost Property Office.

5. What are Flytoget's obligations to passengers?

- a. When carrying rail passengers, Flytoget has a duty to look after their needs in the best possible way. This includes the provision of accurate information prior to the journey, during the journey, and in case of delays and cancellations.
- b. Flytoget has a duty to carry all customers to their destination station provided they hold a payment card to which a ticketless journey has been charged, or a valid ticket. Travel must be arranged without undue delay and, if necessary, by a means of transport other than the Airport Express Train.
- c. This duty also applies for customers who need specially arranged facilities in order to board or disembark the train, or who has special space requirements while aboard the train, in so far as the required arrangements are in place, or the necessary arrangements can be made without causing delay.
- d. Flytoget are not obliged to carry customers who:

- are intoxicated or whose conduct may involve a safety risk or cause a nuisance to fellow passengers. The use of alcohol and other intoxicating substances is not allowed on Flytoget's Airport Express Trains.
- refuse to comply with Flytoget's instructions.
- require extraordinary arrangements to be made in connection with their journey and Flytoget has not been given appropriate opportunity to put in place the necessary arrangements prior to departure.

6. What are the customer's obligations to Flytoget?

- a. Customers must arrive at the platform and take their seat aboard the Airport Express Train in good time before departure. Boarding and disembarking must only take place as advertised.
- b. Before commencing their journey, customers must have had their payment card read for ticketless travel, or they must have purchased a ticket through Flytoget's app, online shop or station ticket machine. Customers who are not on a ticketless journey, must buy their ticket before boarding the train.
- c. Customers who travel on a ticketless journey to Oslo Airport must present their payment card to one of the card readers installed at every railway station served by the Airport Express Train. Customers who have purchased a printed, online or app ticket may board the train without their ticket being read. On arrival at Oslo Airport all customers must present their payment card or physical/ digital ticket at the barriers installed on the arrival platform.
- d. When passengers buy their ticket from Flytoget in advance, they must ensure that their ticket matches their intended journey. Customers who travel farther by Flytoget's train service than the journey specified on their ticket, will on inspection be requested to pay a fixed penalty as stipulated by the Norwegian Ministry of Transport and Communications.
- e. Customers must show their validated payment card or their pre-bought ticket, with any travel discount or entitlement card, whenever requested by Flytoget's staff and inspectors. Customers who fail to present a valid ticket, validated payment card, digital ticket or valid travel discount card when travelling at a discounted fare, will be charged a penalty at a rate determined by the Norwegian Ministry of Transport and Communications. Customers who travel without a valid ticket, produce forged or fake tickets or engage in other criminal activities, may be reported to the police. Customers who have forgotten to bring their travel discount or entitlement card may send a copy of the valid card to Flytoget's customer service department within three days of completing their journey and the penalty will be revoked.
- f. Customers are obliged to pay compensation for any damage they may cause by intent or gross negligence to Flytoget's property.
- g. Flytoget's Airport Express Train services are available only for travel to and from Oslo Airport.
- h. Claims for reimbursement must be submitted in writing, preferably by [email](mailto:flytoget@flytoget.no), within 12 months of the journey's completion. Claims with documentation attached should be submitted to: flytoget@flytoget.no

Alternatively, claims may be put forward by letter addressed to:

Flytoget AS
PO Box 19 Sentrum,
0101 Oslo

- i. Flytoget will not reimburse the cost of tickets lost or individual single tickets.

7. When does Flytoget's performance fall short?

- a. There is a shortcoming if the journey fails to meet the customer's reasonable expectations given the price and terms of the journey and the travel information available at or immediately prior to the time of departure. Any such shortcoming may entitle the customer to claim a proportionate rebate. The customer is obliged to inform on-train staff about on-board shortcomings if at all possible. The customer may claim such rebate only if Flytoget should fail to rectify the shortcoming or provide an acceptable alternative during the journey.
- b. If incorrect information has been provided by Flytoget's staff or a ticket has been incorrectly issued, or if there is incorrect signage or incorrect information provided in a printed timetable which cause the customer to incur the expense of making alternative travel arrangements or taking other necessary action, the customer may claim reimbursement of any such direct, appropriate and documented expense.
- c. Any claim based on paragraphs (a) and (b) above must be made in writing within 12 months of the journey's completion and should be submitted, with all relevant documentation, to:
flytoget@flytoget.no

Alternatively, the claim may be put forward by letter addressed to:

Flytoget AS
PO Box 19 Sentrum,
0101 Oslo

8. When may Flytoget cancel train services and/or re-allocate rolling stock?

- a. Flytoget may cancel their train services and re-allocate their rolling stock if or when:
 - requested by public authorities for reasons of national safety.
 - there is no accessible track.
 - dictated by reasons beyond Flytoget's control, such as extraordinary weather conditions or force majeure, judicial directives and injunctions, strikes or lockouts.
- b. In case of cancellations or changes to departure times, Flytoget must provide accurate information as early as possible. Planned cancellations or changes to scheduled services, and offers of alternative transport arranged by Flytoget, will be advertised at the earliest possible opportunity through the channels available at the time.

9. What are the customer's rights in case of delays?

- a. Flytoget will not reimburse expenses incurred beyond the price of the train ticket if an Airport Express Train service is delayed or cancelled due to a force majeure event such as extraordinary weather conditions, Acts of God, judicial directives and injunctions, strikes and lockouts. Flytoget must be able to prove that the delay or cancellation of the train service was caused by an event that can be categorised as force majeure under this provision.
- b. If an Airport Express Train service arrives at Oslo Airport more than 30 minutes later than scheduled and customers consequently miss their flight, they are entitled to claim compensation for the onward journey to their final destination, limited to a maximum of 3/10 of the National Insurance Base Rate for tickets that are neither replaceable nor refundable.
 1. This guarantee does not cover tickets for any onward journeys following on from the first flight if the customer is deemed able to catch these despite the delay.
 2. Customers are not entitled to claim reimbursement for fares paid or any other expenses incurred if they were notified that the service would be delayed by 30 minutes or more before buying the ticket.

3. Customers are not entitled to claim compensation if, despite the delay, they are deemed to have had sufficient time to catch their onward transport as per the airlines' minimum airport arrival times. Customers are obliged to reduce any loss by allowing for reasonable time at the airport.
 4. For passengers to be entitled to claim compensation for the loss of a plane ticket or a seat on the next available flight, they must have travelled on an Airport Express Train service that was scheduled to arrive at the airport at a time that would allow compliance with the airline's recommended airport arrival time. This recommendation varies between airlines. Oslo Airport recommends arriving at least 60 minutes before departure for domestic flights and 90 minutes for international flights.
 5. As far as possible, customers should agree the reimbursement of expenses incurred in writing with the on-train staff or customer service attendant in advance. Claims should be made in accordance with the procedures set out in this chapter.
 6. In the event of delays that trigger the transport guarantee (see section 9b), customers are entitled to claim compensation for food and accommodation if the replacement flight involves considerable waiting time and Flytoget has not made arrangements for such provisions at no cost to the customer.
- c. Customers are entitled to claim compensation for alternative travel to their destination station, at the cheapest possible rate, if Flytoget fails to organise alternative transport for the relevant journey without undue delay.
 - d. If the travel guarantee does not apply, ref. section b above, or if the situation has been caused by force majeure, ref. section a above, customers are entitled to claim for the reimbursement of documented, reasonable and necessary expenses incurred as a direct consequence of the delay, limited to a maximum of 3/10 of the National Insurance [Base Rate](#) and inclusive of alternative means of transport, ref. section c above, or any other costs not described above.

10. What are the rules for resolving conflicts between a customer and Flytoget?

- a. Resolution of any conflict between a customer and Flytoget must be sought, in the first instance, between the customer and Flytoget's representatives.
- b. If the parties listed under paragraph (a) above should fail to resolve the matter, the dispute may be brought to Flytoget's attention in writing within 12 months of the relevant journey. This documented communication should preferably be made by email addressed to flytoget@flytoget.no.

Alternatively, the communication may be made by letter addressed to:

Flytoget AS
PO Box 19 Sentrum,
0101 Oslo

- c. Should the customer disagree with Flytoget's handling of the matter, a complaint may be submitted to the Public Transport Complaints Commission, PO Box 2924 Solli, 0230 Oslo. The complaint must be submitted to the Commission within 12 months of the customer having received Flytoget's final response on the matter. For further information, contact the Commission on 22 54 60 00 or see www.transportklagenemnda.no.

Should they so wish, customers may register their complaint through the online complaints portal rather than direct with Flytoget ([ODR](#)). This is a service provided by the European Commission in the interest of allowing consumers and businesses in the EU and in Norway, Iceland and Liechtenstein to resolve their disputes in connection with online purchases of goods and services without recourse to the courts.