

Joint National Travel Regulations

Valid from 18 March 2018 until 31 October 2018

31. October 2018

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1. General information

The travel regulations are published by DSB, Arriva Tog and Metroselskabet I/S, and Trafikselskabet Movia, BAT, FynBus, Sydtrafik, Midttrafik and Nordjyllands Trafikselskab in accordance with the 'Danish Railway Act' and 'Danish Transport Companies Act'.

1.1. Scope

The common travel regulations apply to travel with the above companies in Denmark. This means travel by bus, harbour bus, metro, local train and travel by Arriva Tog, DSB and Nordjyske Jernbaner (hereinafter referred to as bus, train and metro).

The travel regulations also apply to travel with the means of transport that the companies provide as replacement transport, as well as to duplication of transport. By duplication of transport is meant extra transport to increase capacity.

Zealand: By local train is meant trains operated by Lokaltog A/S. Lokaltog A/S is divided into: Lokaltog region Hovedstaden, which operates Frederiksværkbanen, Nærumbanen, Gribskovbanen, Hornbækbanen and Lille Nord, and Lokaltog Region Sjælland, which operates Lollandsbanen, Østbanen, Tølløsebanen and Odsherredsbanen.

Jutland: By local train is meant Vestbanen A/S, which operates Vestbanen, Midtjyske Jernbaner A/S, which operates Lemvigbanen, and Aarhus Letbane I/S, which operates the light rail in Aarhus.

For travel by train between Denmark and other countries, the 'General Conditions of Carriage' and the terms of the operating companies apply.

For journeys by train exclusively outside of Denmark, the terms and the rights of the operating company apply. The operating companies are shown on the travel document – refer to each company's website for their terms and conditions.

The travel document is the customer's proof of the right to be transported. The travel regulations, together with a valid travel document, form the agreement between the customer and the chosen company. However, special rules may apply for certain types of travel document, which also form part of the agreement. This will be stated in connection with purchase.

In addition, travel by bus, train and metro is subject to the legislation in force at any time, including EU regulations on passenger rights, see section 20.

1.2. Services

The companies offer transport by bus, train and metro and, in connection with these, provide timetables and inform about departures and changes in these by continuous updating and information at www.rejseplanen.dk, at stations and bus terminals, on their websites and other appropriate media.

The companies can change departures, routes and stopping points on an ongoing basis.

It is the customer's responsibility to keep informed of changes to the timetable. The companies endeavour to observe the advertised arrival and departure times and to provide information about events that may interrupt or delay the journey.

The customer is solely responsible for the choice of departure, and when organising the journey, must allow a reasonable amount of time to arrive at the destination or connection point. Delays can mean missing connections to other means of transport. In the case of delay or cancellation, the customer is subject to the rules set out in section 14.

2. Travel document

Travel document means the ticket or card with which the journey is made, including rejsekort, and tickets and cards issued on mobile phones.

2.1. Rules and Prices

For travel on Zealand, see prices, product descriptions for tickets and maps at www.dinoffentligetransport.dk and www.dsb.dk.

For travel by train west of the Great Belt, within public transport company areas and between different parts of the country, see prices and product descriptions for DSB and Arriva Tog train tickets and maps at www.dsb.dk and www.arriva.dk. For travel by train locally within Nordjyllands Trafikselskab, see prices and product descriptions for Nordjyllands Trafikselskab tickets and maps at www.nordjyllandstrafikselskab.dk.

For travelling by bus west of the Great Belt with FynBus, Sydtrafik, Midttrafik or Nordjyllands Trafikselskab buses, see prices, product descriptions for tickets and maps at www.fynbus.dk, www.sydtrafik.dk, www.midttrafik.dk and www.nordjyllandstrafikselskab.dk.

For travel by bus on Bornholm, see prices and product descriptions for BAT tickets and maps at www.bat.dk.

For travel with DSB over the Great Belt, see prices and product descriptions for DSB tickets and maps at www.bat.dk.

For travel to and from Sweden within the Øresund tariff area, see prices and regulations for tickets and cards for the Øresund tariff area at www.dsb.dk.

There may be individual products where the regulations differ from the above. Please refer to the individual websites as above.

For links to websites please refer to section 21.

An overview of tariff areas and tariff zones can be found on the companies' websites (see section 21).

Rejsekort can be used in most of the country. Prices and discounts vary depending on where the journey is made.

At www.rejseplanen.dk it is possible to calculate the price for most trips. For more information on prices and products, please refer to the respective company's websites (see section 21).

2.2. Customer categories

It is the customer's responsibility to have a valid travel document issued for the correct customer category.

For public transport there are the following main customer categories:

- Free child accompanied by an adult (maximum of two children up to and including 11 years old) or with a paying child (one child up to 11 years old)
- Paying child (from 12 to 15 years old or unaccompanied under 12 years old)
- Young person (from 16 years old up to and including 25 years old), who is able to present a young person card or is over 25 years old and enrolled in SU-eligible education. NOTE: To the east of the Great Belt, the customer category of young person is only available as a rejsekort.
- Adult (from 16 years old)
- Pensioner (from 65 years old, and early retirement pensioner under 65 years old)
- Disabled (can present Escort Card Denmark card, Danish Association of the Blind membership card or Refsnæs Vision Centre card.)
- Dog (large dog (at child price) or dog in bag (free of charge))
- Bicycle

In addition, there are also a number of customer categories that are specific to each company. Please refer to the respective companies' websites (see section 21).

Permanent or temporary settings of customer categories on a rejsekort:

When the customer buys a rejsekort, the customer also decides which customer category and service level the rejsekort will apply to. Depending on the customer category, the customer can subsequently make temporary or permanent changes to the settings on the card.

A Rejsekort Personal can be changed to the following customer categories:

Adult, child, young person, disabled or pensioner

Rejsekort Flex can be changed to the following customer categories:

Adult, child, dog or bicycle

If the customer wishes to travel on DSB 1', the customer must set their rejsekort at first class.

Either temporarily for the next journey, which the customer can do in a rejsekort vending machine, or permanently at selected points of sale or via self-service at www.rejsekort.dk. See more about fares for travel on DSB 1' at www.dsb.dk.

2.3. Purchase of travel document

When travelling by train, bus and metro, the customer must be in possession of a valid travel document.

When travelling by bus, a ticket can be purchased with cash upon boarding. Certain bus lines can be exempted from this, see further information at www.dinoffentligetransport.dk. The driver is only required to accept cash up to the nearest hundred kroner.

Tickets can only be purchased before boarding when travelling with DSB, Arriva and Nordjyske Jernbaner trains, with metro, with Nærumbanen, Lokaltog Region Sjælland, with Vestbanen and with light rail in Aarhus.

Tickets can be purchased after boarding in Lokaltog in region Hovedstaden (except for Nærumbanen).

On the Lemvigbanen and city bus in Aarhus there is self-ticketing. There is a ticket machine in the train and bus. The ticket machine only accepts coins, and the ticket must be purchased immediately upon boarding before the customer sits down.

Travel documents can be purchased from vending machines at the stations of DSB, Arriva Tog, Nordjyske Jernbaner and the Metroselskabet. In addition, tickets can be purchased from vending machines at the larger stations of Lokaltog Region Sjælland and at Vestbanen. Not all tickets and cards can be purchased from all vending machines. Vending machines accept coins and/or debit cards.

Travel documents can also be purchased from the companies' retail outlets during opening hours and through the companies' websites (see section 21).

Most companies also offer travel documents via mobile devices (e.g. mobile phone, smartphone and tablet). This service cannot be accessed from all telecommunications companies, and at certain locations and times, not all of them have the necessary coverage.

More information on how and where to purchase a travel document can be found on the companies' websites (see section 21).

2.4. Purchase of travel document

Upon receipt of a travel document, the customer must ensure that the ticket is correct for the desired purpose.

The customer must have a valid travel document when boarding and ensure that the rejsekort has been checked in correctly. The customer can extend the journey by purchasing more zones for the original travel document. The purchase must be made while the ordinary travel document is still valid. The rules for purchase and use of the supplemented ticket are governed by the general rules for purchase of travel documents.

This also applies when travelling by bus. The driver does not perform a systematic ticket inspection but can give guidance at the customer's request.

The travel document does not give access to a specific departure unless this is stated in the travel document, and seating is not guaranteed. There can be special charges on certain buses and trains, for example night supplements. This will be shown in the timetables.

If the travel document has time validity and this expires during the journey, the travel document will not be valid for further than the next terminus. Information on specific rules regarding time limits/restricted periods on the travel document can be found on the companies' websites (see section 21).

For rejsekort, special rules apply (see www.rejsekort.dk/kortbestemmelser).

For travel by city bus in the city of Aarhus and with light rail in Aarhus, the customer must alight by the time stamped on the ticket (see www.midttrafik.dk).

2.4.1. Use of tickets and cards issued on cardboard, paper or via mobile phone

It is the customer's responsibility to ensure that cardboard or paper tickets (e.g. the 'Fårup card') are correctly issued and are valid for the entire journey and the area to be travelled in.

Tickets or cards are valid for the period and on the line and the boarding area of the journey or the number of zones printed on the ticket or card.

Mobile clip cards are valid for the period and on the line and the boarding area of the journey or the number of zones that the number of stampings allows.

Tickets and mobile clip cards must also be valid in the farthest (most expensive) zone that the journey passes through.

Commuter Passes and period cards are valid for the period that is printed on them. Commuter Passes and period cards must be valid for all the zones that the journey passes through.

Tickets or cards that are personalised may not be transferred to another person. The customer must board before the ticket or card expires. However, the ticket or card may be used if it was valid at the time when the means of transport, according to the timetable, was due to depart from the stop or station. If the means of transport is not run according to a timetable but at intervals, the ticket or card shall be valid from the time the customer is on the bus or train. The means of transport must be left at the next terminus.

2.4.2. Use of rejsekort

Rejsekort issued by Rejsekort A/S can be used as a travel document, except on Bornholm.

Rejsekort must be checked in before the start of the journey. Rejsekort must also be checked in at every transfer from one bus, train or metro to another and checked out at the end of the journey. It is the customer's responsibility to ensure that the rejsekort is correctly set to the customer(s) travelling on the card.

Definition of a journey:

A customer who travels from A to B must check in at A and must check out at B

A customer travelling with a Commuter Pass does not need to either check in or out on a train, metro or light rail in Aarhus.

Travel with changing:

A customer who travels from A to B with a change along the way (e.g. changing from bus to train, or bus to bus) must check in at A, must check in at the change and must check out at B.

A customer travelling with a Commuter Pass does not need to check in on a train, metro or the light rail in Aarhus, nor check out when changing to a train, bus, metro or the light rail in Aarhus, and does not need to check out on a train, bus, metro or the light rail in Aarhus.

Return journeys:

A customer who travels from A to B, and then from B in the direction of A in the same transport section, must check in at A and must check out at B. The customer must then also check in at B and check out at A.

A customer travelling with a Commuter Pass does not need to check in on a train, metro or Letbane light rail service in Aarhus, nor check out on a train, bus, metro or the light rail in Aarhus.

*Validation rules:

Rejsekort type	Check In	Check Out	Check in extra
Rejsekort Personal	YES	YES	Available
Commuter Pass (on rejsekort)	Yes, for bus Yes, when activating a period <ul style="list-style-type: none"> • on trains • on the metro • on the light rail in Aarhus – otherwise not necessary	Optional	No – not available
Rejsekort with a Season Pass product	YES	YES	No – not available
Rejsekort Flex	YES	YES	Available
Rejsekort Anonymous Including possible upgrade to countrywide	YES	YES	Available

If the customer does not follow the check-in rules above, the customer is deemed to be without a valid ticket, which triggers an inspection fee.

Undoing a check-in:

If the customer has checked in and then decides not to travel, the customer can undo it by checking out within 20 minutes at the same stop or same station. If more than 20 minutes pass between checking in and out, an amount is deducted from the rejsekort. See the price at www.rejsekort.dk.

Several people and/or accompanying bicycle/dog on journeys:

The customer can check in fellow passengers, bicycles or dogs on his/her rejsekort at a separate check in extra stand or with the bus driver. This does not apply to Commuter Passes or for Rejsekort with a Season Pass product.

On city buses in Aarhus, the customer cannot check in fellow passengers, bicycles or dogs on their rejsekort.

On city buses in Aarhus, there is free entry and exit through all doors, and check-in and check-out stands are located at all doors. On the Lemvigbanen, check-in/check-out stands are located at one end of the train. This is marked on the outside of the train. The customer must check in immediately upon boarding before sitting down.

For travel with rejsekort, additional rejsekort rules also apply, see www.rejsekort.dk.

2.4.3. Use of mobile products (delivered via SMS or app)

It is the customer's responsibility to ensure that the travel document has been received on the mobile device before embarkation. Tickets or cards must be available throughout the journey for inspection by staff, for example by scanning. The screen should be in such a condition that the inspection is possible.

The travel document is only valid on the telephone number to which it was ordered and may not be forwarded. No corrections may be made to the travel document.

With the purchase of mobile products, the terms and conditions for each product are accepted. The applicable terms and conditions are set out in each company's website (see section 21).

2.5. Refunds and exchanges

The customer can only claim a refund or exchange their travel document if this is expressly provided for with the individual product.

For a refund or exchange, the customer must present the original travel document. The companies may charge a fee.

If a travel document is lost, it cannot be refunded.

Read more about refunds and exchanges on the companies' websites (see section 21).

For redemption of rejsekort balance, please refer to Rejsekort Regulations at www.rejsekort.dk.

2.6. Inspection of travel documents

Throughout the journey, the customer must assist in the implementation of ticket inspection. This obligation also applies immediately after the customer has left the bus or train, until they have left the platform or the premises owned by Metroselskabet.

Some ticket types can be purchased as a Print-Self ticket. A Print-Self paper or screen ticket must be presented along with the relevant ID in the event of a ticket inspection. The ticket must be presented in its entirety and it must be possible to scan the code on the ticket.

Mobile products shall be shown to the inspection staff – either by scrolling or navigating to the correct window, as needed, or by the customer handing the phone to the inspection staff. The validity of the mobile product must be verifiable by the inspection staff sending a control message or making a verification call to the telephone number to which the mobile product was ordered. The digital screen should be in such a condition that the inspection is possible.

If the customer travels on his/her rejsekort with a different customer category than the customer is entitled to, the customer may be charged an inspection fee. For example, if the customer is travelling with the customer category 'child' on a Rejsekort Anonymous or a Rejsekort Flex, the inspection staff may require proof that the customer is entitled to travel with the customer category 'child'. Similarly, a customer with a Rejsekort Personal must present a form of ID if the inspection staff so requests, see section 2.7.4. If a valid travel document is not presented when requested, subsequent presentation will not be accepted, see however section 2.7.5 for travelling without a Commuter Pass.

The police can participate or be called during the inspection if the control staff deems it necessary.

2.6.1. Entry control by invoked carrier liability

In the event that the Danish authorities introduce carrier liability, Arriva Tog and DSB will be required to perform an ID inspection for all passengers travelling from Germany to Denmark. This means that, in addition to a valid travel document, all passengers from Germany to Denmark will have to present a valid passport or ID card for entry into Denmark, and, if required, a valid entry visa. Passengers without a valid passport or ID card (and, if applicable, entry visa) may be refused access to the train.

2.7. Inspection fee

2.7.1. Validity of travel documents

Customers who do not, when requested, present valid travel documents, including having correctly checked in on rejsekort for their travel, must pay an inspection fee. This also applies if the customer has purchased a travel document via a mobile device that cannot be inspected, for example if it has run out of power or been broken.

Customers using cards with limited time validity (e.g., pensioner cards) outside the validity of the card, or if other travel time restrictions are not respected (e.g. when bicycles may be taken), are also considered to be travelling without valid travel documentation. Customers travelling alone on someone else's Rejsekort Personal or with a different customer category than the one to which they are entitled are travelling without a valid travel document. The owner of the card must always be checked in on the Rejsekort on journeys where a Rejsekort Personal is used. Furthermore, the rejsekort must not be so worn/covered that the name cannot be read.

Transit time

If the customer checks out and then checks in again in the same zone within 30 minutes (so-called transit time), it is considered a continuation of the journey (linking). If the new check-in occurs after more than 30 minutes, or in another zone, two separate trips will be charged.

Temporary changes (e.g. when the customer has checked in a fellow passenger) are cancelled upon check-out. A new check-in will be registered with the original customer category of the rejsekort and as a new journey (without linking). The customer can continue their journey (linking)

with the temporary changes by repeating the temporary changes on a check in extra stand or with a bus driver within the same zone and within 30 minutes.

Maximum time

The maximum time is the maximum number of hours that may elapse from the first check-in of the journey to the check-out. The maximum time differs between tariff areas. See more on www.rejsekort.dk.

If the maximum time is exceeded, the prepayment will not be refunded to the rejsekort. In addition, the rejsekort will not be valid as a ticket and the customer risks being charged an inspection fee. If a journey approaches the maximum time, the customer can check out and immediately check in again. If a linked journey is completed with check-out after the maximum time expires, the payment will be split into two separate trips at the point where the link occurred.

2.7.2. Charges

The inspection fee is DKK 750 for adults and DKK 375 for children and dogs. For bicycles, the fee is DKK 100.

Inspection fees when travelling over the Øresund bridge with DSB can also be paid in SEK, in which case fees are SEK 1,000 (adults), SEK 450 (children and dogs) and SEK 150 (bicycles). Customers who have checked in at the beginning of the journey, but who have not checked in using the rejsekort when changing means of transport, are also travelling without a valid travel document. In this situation, the inspection fee is DKK 10.

2.7.3. Validity of the inspection fee

In the above-mentioned case, the inspection fee shall constitute a travel document for an uninterrupted journey to the station indicated by the customer and only with the company which issued the fee. In buses, the inspection fee constitutes the travel document to the bus terminus.

2.7.3.1. Special rules for children

In the case of inspection fees charged to children, the inspection fee may be used as a travel document for buses, trains and metro from the time of issue and for the remainder of the day (until 03.59).

2.7.4. Identification

The customer must be able to prove their identity with a driver's licence or other legally valid document. The customer must sign for receipt of the inspection fee, which will state the name, address, date of birth and signature. Look-ups can be made in the CPR register for identification or verification of customer information. When required, the customer must confirm the accuracy of the information provided with a signature.

2.7.5. Commuters

Customers who have a valid personal Commuter Pass – including Commuter Pass on rejsekort – but cannot produce it for inspection, can have the inspection fee reduced to DKK 125. A copy of the Commuter Pass/period card or rejsekort number must be sent to the customer centre of the company which issued the inspection fee no later than 14 days after the issue of the inspection fee. Customers who have signed up for the Forgotten Card scheme with DSB and are unable to produce their Commuter Pass when requested on a DSB train, can also, by identifying themselves with CPR numbers, travel 6 times per year in the area of the Commuter Pass without having to pay an inspection fee.

2.7.6. Payment

Companies can change the amount of inspection fees and write-down of inspection fees.

Companies may charge a fee for sending payment reminders. If the debt is not paid after one or more reminders, the claim is transferred for collection via SKAT. In the case of a takeover of the debt, SKAT will calculate a charge on the debt.

Any payment on the inspection fee shall be used first to cover any accrued, unpaid interest and fees and, secondly, to pay down the principal.

2.8. Misuse of travel document

A travel document must not be misused. For example, it is considered as misuse if

- the date or zones are corrected or other changes are made,
- the number on the information card of the Commuter Pass and the value entries are not the same,
- the travel document has been forged or forwarded,
- the photo on the Commuter Pass is not attached with an unbroken rivet (eyelet) or the laminated pocket is open,
- the customer travels on a different customer category than the customer is entitled to,
- The customer travels alone on someone else's Rejsekort Personal. The card holder must always be checked in on the card for trips where a Rejsekort Personal is used.

Misuse of the travel document may constitute a criminal offence. Abuse will result in the travel document being confiscated, the circumstance will be reported to the police, and the company can claim damages in addition to the general inspection fee.

In the case of misuse of mobile tickets, where there is reason to suspect abuse or violation of the rules, both the sender and recipient of the travel document can be prosecuted and/or blocked for the future purchase of mobile tickets/cards.

Read more about the rules for blocking by individual companies on their respective websites (see section 21).

3. Passengers with permanent or temporary disabilities

3.1. Assistance

Persons with permanent or temporary disabilities can receive assistance when boarding and alighting from the train and when travelling with a wheelchair, in accordance with the terms of the individual company as described below. Wheelchairs, rollators and the like may be included free of charge, provided there is room (at the staff's discretion).

S-tog, local trains and Øresund trains

It is not necessary to book assistance in advance when travelling by S-Tog, local railway trains and Øresund trains. This does not apply to the Vestbanen.

Train staff will assist with ramps as required.

Staff can be called by signalling to the driver as the train enters the station or, on certain local lines, by pressing the wheelchair button on the outside of the train. Assistance alighting from the train is agreed upon with the driver, or by pressing the wheelchair button on the train.

More information on the disability service in local trains can be obtained by contacting the companies' customer centres (see section 17).

Metro

It is not necessary to book assistance in advance when travelling by metro.

When needing help or extra time for boarding or alighting, the customer can contact the Metroselskabet's stewards or the control room using the yellow dial-up points on the metro trains and on the platforms (the green INFO button or, in cases of acute danger, the red ALARM button).

DSB, Arriva Tog trains and Nordjyske Jernbaner

Information about DSB, Arriva and Nordjyske Jernbaner's services is available on their websites and in the brochure Handicapservice.

Here you can find information on the possibility of spontaneous travel, assistance, escort arrangements, time limits and ordering of assistance, maximum size of wheelchairs and assistive devices, and on the possibilities of international travel by train.

Buses

As a main rule, when travelling by bus, the wheelchair user is responsible for ensuring assistance for installation of the ramp, as well as getting the wheelchair on and off the bus. If the route is run by a bus with a lift, the customer must be assisted by the driver upon entry and exit. Check with www.rejseplanen.dk about the possibilities of including wheelchairs.

The wheelchair must be placed in the bus as directed. The wheelchair must be secured using the brake and the safety belt, if a belt is installed on the bus.

3.2. Escort Scheme

Persons with permanent or temporary disabilities may be accompanied on the journey by a companion at a reduced price upon presentation of either Escort Card Denmark, membership card

to the Danish Association of the Blind or membership card to the Refsnæs Vision Centre. Both the holder of the escort card/membership card and an additional escort can each travel on their own ticket at child's price. People in the customer category 'disabled' can bring a companion who travels at child price on their rejsekort. The customer must check in his/her companion on his/her rejsekort as the customer category 'child'. However, this does not apply to city buses in Aarhus. Read more about the scheme on the companies' websites.

It is not possible to use a child Commuter Pass as payment in the escort scheme.

A guide or service dog can always be brought along free of charge. The dog must bear the 'Man with the White Cane' or 'Dog Head and Hand' symbol or wear an ID vest (assuming the customer can present a special ID card).

3.3. Bringing assistive devices

Wheelchairs, rollators and the like may be included free of charge, provided there is room (decided at the staff's discretion). Wheelchairs and the like may only be carried on board in the designated places. If all designated places on a train or bus are occupied by wheelchairs, bicycles, prams or customers with bulky baggage, the customer is advised to catch the next bus or train.

There can be no more than 2 units in buses, unless otherwise indicated in the bus. On trains, the number of units depends on the type and size of the train. A unit here means either a wheelchair, a pram or a bicycle. The customer with a unit who has boarded first has priority, unless another customer has a place ticket for their unit.

An electric scooter (mini crosser) can only be taken on DSB and Arriva trains, on the metro, on the light rail in Aarhus and on Midttrafik's city buses. The maximum permissible size and weight, and any additional rules, are set out in the companies' websites (see section 17).

4. Baggage, bicycles and other items carried

4.1. General information

The companies only transport the baggage that the individual customer can take with them. The customer is responsible for the baggage, bicycles and other items they take with them during the journey and for any damage they cause to the companies, staff or other customers (see section 13 for compensation).

The customer is responsible for the loading and unloading of personal luggage, bicycles and other items they take with them, and such items must be placed so as not to cause any obstruction.

It is always the staff who decides whether there is space, and whether the baggage is too dirty or would cause an obstruction.

4.2. Personal baggage

Personal baggage such as suitcases, rucksacks, bags or the like may be included free of charge as carry-on baggage to the extent that there is room.

Each piece of luggage must be a maximum of 100x60x30 cm.

Collapsed bicycles in packaging can also be included as baggage. The packaging must completely enclose the bicycle. Collapsible bicycle trailers where wheels are removed can also be included.

In addition, effects which do not comply with the requirements may be included if staff determine that they do not interfere with the operation or the other passengers.

The staff can give more detailed instructions for the placement of the baggage.

4.3. Bicycles

Train, metro, harbour buses and light rail in Aarhus

Bicycles can be taken by train, including local trains and metro, harbour buses and light rail in Aarhus.

Buses

On Bornholm, bicycles can be taken on all buses.

On Zealand, bicycles can be taken on all buses except the bus lines specifically listed in the 'List of bus lines which do not take bicycles', see www.dinoffentligetransport.dk.

On Funen, bicycles can be taken on the regional buses, but not on U-buses. Bicycles can be taken on city buses in Odense and Svendborg, but not during the period between 06.00 and 09.00 on weekdays.

In Jutland, bicycles generally cannot be taken on city buses. On other routes, bicycles can be taken if space permits, and where appropriate in the bus luggage compartments. For more information see the companies' websites (see section 21).

It is the staff who decides whether there is room. Bicycles taken inside the bus must be clamped and supervised throughout the entire journey.

General information

There may be times when bicycles are not allowed to be taken. If there are restrictions during certain periods, it is not permitted to complete the journey with the bicycle, even if the customer boarded before the start of the time restriction (see section 4.3.1 for details on time restrictions), One bicycle can be taken per customer.

Only two-wheeled bicycles can be carried, and thus not carrier bicycles, tandem bicycles, trailers, Segways and the like. However, there are some exceptions for trailers, tandem bicycles and carrier bicycles, see section 4.2 and section 4.3.2. Vehicles powered by petrol or other flammable fuel cannot be carried.

Children's bicycles are considered toys if they do not exceed the carry-on baggage sizes.

Bicycles can be taken free of charge on S-trains, harbour buses, on local trains in the Hovedstaden region, on the Lemvigbanen and on buses on the island of Funen. Bicycles can be taken free of charge on Arriva trains outside of peak hours. On Nordjyske Jernbaner trains, a customer may take a bicycle free of charge when the customer uses a Rejsekort Personal or a Commuter Pass/period card (seat reservation is required during peak hours).

For all other transport by bus, metro and train, a bicycle ticket is required. Bicycle tickets cannot be purchased on buses on Zealand. For prices and details, refer to the companies' websites (see section 21).

4.3.1. Additional rules for bicycles

On certain bus lines on Zealand and on the metro, bicycles cannot be taken on weekdays between 07.00 and 09.00 or between 15.30 and 17.30. During the same period, no bicycle may be taken on or off an S-tog train at Nørreport Station. For more information, see www.dinoffentligetransport.dk. On the light rail in Aarhus, on the stretch Skolebakken-Universitetshospitalet, bicycles cannot be carried during peaks hours on all weekdays between 07.00 and 09.00 or between 15.00 and 17.00. Bicycles can be taken on harbour buses, local trains, and on DSB and Arriva trains at any time during operating hours.

For travel with DSB InterCity and InterCityLyn, in addition to a bicycle ticket, a place ticket is required for the bicycle in the period 1 May to 31 August (inclusive)

There are special rules for taking bicycles on trains between Denmark and Germany.

4.3.2. Special information about carrier bicycles and tandem bicycles

Tandem bicycles cannot be taken on the metro, buses, or local railway trains.

Tandem bicycles can be taken on S-tog trains and Øresund trains. In the case of Regional trains, Interregional trains, InterCityLyn and Arriva trains, tandem bicycles may be taken on certain trains when there is sufficient access and the train staff consider there to be sufficient space. The price is 2 times the price that would be paid for a regular bicycle. Tandem bicycles cannot be taken on international trains.

Customers who are covered by the Escort Scheme or have ID cards from the Danish Association of the Blind, pay under the Escort Scheme (see section 3.3) the same as for a regular bicycle in DSB and Arriva trains.

Carrier bicycles may only be taken on DSB trains over Øresund between the stations Tårnby and Hyllie.

4.4. Prams and pushchairs

Prams and pushchairs, including bicycle trailers used for the transport of children, can be taken free of charge to the extent that space permits.

On InterCityLyn and InterCity, space must always be reserved. On these trains, prams wider than 76 cm must be folded.

It is always the staff who assess whether there is space, and instructions by staff must be followed. The wheels must be lockable. On buses, the pram/pushchair must be facing the direction of travel with its brakes applied. The child can sit in the pram, provided the child is secured and under supervision. The stated maximum capacity of the pram/pushchair must not be exceeded.

4.5. Special baggage

Weapons and similar baggage may only be taken by authorized persons and on the conditions laid down in the applicable legislation at any time. Flammable substances, liquids and other similar products may only be taken in quantities similar to those for general household use and only when contained in original sales packaging and must otherwise be handled responsibly during the journey.

5. Animals

Small animals, including small dogs, may be taken free of charge by bus, train and metro according to the rules for carry-on baggage in section 4.2, provided they are placed in a bag, cage or transport box intended for that purpose during the whole journey.

It is also permissible to bring larger dogs, provided the dog is on a lead and under the customer's control. 'Larger dogs' means dogs that are not transported in a bag, cage or similar. For larger dogs, children's price is paid. No more than 1 dog (on a lead) may be taken per customer. See, however, section 5.1.

A guide or service dog can always be brought along free of charge. The dog must bear the 'Man with the White Cane' or 'Dog Head and Hand' symbol or wear an ID vest (assuming the customer can present a special ID card).

Customers with animals must show particular consideration to other customers and follow the instructions of the staff. Animals must not be on the seats.

5.1. Exceptions and special provisions for animals

In Midttrafik and Nordjyllands Trafikselskab, large dogs cannot be taken on city buses. In Midttrafik, large dogs cannot be taken on the light rail in Aarhus between Skolebakken-Universitetshospitalet on weekdays between 07.00 and 09.00 or between 15.00 and 17.00.

In Trafikselskabet Movia, large dogs cannot be taken on A-buses (with the exception of A-buses in Køge, Roskilde, Næstved, Holbæk and Helsingør).

In Trafikselskabet Movia, large dogs cannot be taken on weekdays between 07.00 and 09.00 or between 15.30 and 17.30 on buses in zones 1-4, 30-33 and 40-44.

In consideration of other customers, certain seats on the bus, on the metro and parts of the trains are to be kept free of animals. Please refer to the bus and train signs. For further guidance, see the companies' websites (see section 21)

6. Food and drink

On trains and the metro, the consumption of food and drink, including moderate alcohol consumption, is permitted.

Drinking alcohol is forbidden on all buses. Food and drink should not be consumed if it involves a risk of soiling, such as ice cream, popcorn and chocolate. Drinks must be in containers with screw caps.

7. Mobile phones, computers, etc.

The use of mobile phones, computers, etc. is permitted, provided consideration is shown to other customers and staff. In quiet zones, all equipment must be muted.

When playing music, movies, etc., headphones must be used. The staff may ask the customer not to use such devices if, in the opinion of the staff, they cause a nuisance.

7.1. Concerning quiet zones

Quiet zones are reserved for customers who want peace and quiet on their journey. There must, therefore, be no talking in the quiet zone. Playing music, etc., is allowed if headphones are used and other customers cannot hear the music. Keyboard tones and sounds on mobile phones and computers must be turned off. Mobile phones must not be used for calls.

8. Stopping

8.1. Request stop of trains

Request stops are used at certain stations on DSB, Arriva, Nordjyske Jernbaner and local railway lines. Demand-stopping stations are listed on the timetable. The train stops at these stations only if there are customers who wish to board or alight.

Customers who wish to alight at a demand-stopping station must use the 'Stop' button on the train prior to arrival. Customers wishing to embark at a demand-stop station shall activate the passenger signal on the platform, if there is one, or if there is not, give a clear visual indication to the driver.

8.2. Stopping between bus stops

In towns and cities, buses stop only at the fixed stopping points listed in the timetables.

If the traffic conditions outside the cities permit, and there is more than 600 meters between the stops, customers can board and alight from the bus even if there is no stopping point. Such a stretch is a waving section. Information about waving sections can be found at www.rejseplanen.dk. X buses stop ONLY at the listed stopping points.

When a customer wants to board the bus on a waving section, a clear indication must be made in good time. When it is dark, a flashlight or reflector should be used to get the driver's attention.

When the customer wants to alight from the bus on a waving section, the customer must ask the driver to stop with plenty of notice. The bus will only stop in places where it is lawful to stop under the Danish Traffic Act. It is the driver who decides whether it is legal and justifiable to stop the bus.

Check in and check out with rejsekort on waving sections east of the Great Belt

A customer who travels with a rejsekort on a waving section east of the Great Belt can wait to check in at the first stop after the customer has boarded the bus, and check-out can take place at the last stop before alighting.

Check in and check out with rejsekort on waving sections west of the Great Belt

See special rules for checking in and checking out on your transport company's website.

Travel with rejsekort on buses with check-in mini terminals or self-ticketing

Read more at www.nordjyllandstrafikselskab.dk and www.midttrafik.dk.

9. Emergency brakes and doors on trains, metro and underground stations

It is prohibited to prevent train doors and underground station platform doors from closing. The offence is reported to the police and punishable by a fine and, if necessary, a compensation claim for disruption and cessation of operations.

Abuse of emergency brakes is reported to the police and punishable by a fine and, if necessary, a compensation claim for disruption and cessation of operations.

Emergency door openers are available on the train. Passengers may not leave the train when it is not at a station, except on the orders of the staff. Misuse of emergency door openers is reported to the police and punishable by a fine.

10. Smoking ban

All kinds of smoking, including e-cigarettes, are banned on buses, trains and the metro, irrespective of whether it is tobacco smoke, steam or similar. Smoking prohibitions apply to DSB stations, metro stations and Arriva stations, as well as certain areas at some bus terminals. Smoking is also prohibited where this is marked with signs.

11. Collection of signatures, handouts, performances, etc.

Anyone wishing to collect signatures, make recordings, distribute/sell material, perform, etc. in the means of transport or within the areas belonging to the companies must have written permission from the companies.

Enquiries can be made to the respective companies.

12. Rejection and expulsion

The staff shall have the right to refuse or expel customers from means of transport or stations if, in the opinion of the staff, they are causing a nuisance. Among other things, the staff can reject or expel customers who:

- constitute a security risk
- do not have and/or do not want to purchase a valid ticket or card
- do not follow instructions from the staff
- do not follow the instructions provided by a notice or other similar information about the use of the individual means of transport or station area
- behave noisily
- soil seats, emit powerful odours, etc.
- have brought animals which are an annoyance
- remain in station areas without a legitimate reason.

Rejection or expulsion may be performed with police assistance.

Rejection or expulsion for the above reasons shall not give cause for a claim for refund of the unused or partially used ticket or card.

13. Compensation

13.1. Compensation in connection with train services (including local trains) and the metro

The companies' liability for injury to customers and damage to carry-on baggage is regulated in the Danish Railway Act and regulation on rail passengers' rights [1], see section 20, which also applies to the provision of replacement transport.

The railway company shall pay compensation for injury to customers if the injury is a result of an event in connection with transportation during the customer's occupation of a train or while boarding or alighting, if the conditions for compensation are fulfilled. This means, among other things, that the injury must be a direct consequence of the rail transport.

Compensation for personal injury or loss of dependants may be reduced or cancelled if the injured party or the deceased had wilfully or by serious negligence contributed to the injury.

The railway company will compensate loss of, or damage to, items that the customer takes as carry-on baggage if the loss or damage is a result of an event in connection with transport during the customer's occupation of a train or during entry or exit, if the conditions for compensation are fulfilled. This means, among other things, that the injury must be a direct consequence of the rail transport.

Compensation for carry-on baggage cannot exceed DKK 16,800 (2018) [2] for each customer.

For the assistive aids of disabled persons, there is no limit to the amount of compensation if the company is liable for total or partial damage to the aid.

The compensation for damage to property may be reduced or cancelled if the injured party intentionally or negligently contributed to the damage.

If a customer is injured or killed, the company shall pay such advances as may be necessary to cover immediate financial needs and proportionate to the extent of the damage suffered, see the Regulation on rail passengers' rights.

[1] Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

[2] The amount of compensation is automatically adjusted every year as of 1 January pursuant to the Danish Railway Act.

13.2. Compensation in connection with bus transport

Liability for loss or damage in connection with bus services lies with the bus company that operates the service.

Contact the driver immediately after injury or damage as this will facilitate further processing.

The transport company's customer centre can provide guidance on how the customer can report the claim to the bus company.

Under the Danish Traffic Act, the person responsible for a motor vehicle must compensate any damage caused by the vehicle in the event of a road accident or an explosion or fire arising from a fuel system in the vehicle.

If the damage occurs in some other way, compensation will be paid in accordance with the general rules of the legislation.

In the case of damage to wheelchairs, other mobility aids or auxiliary devices, compensation equal to the cost of replacing or repairing the equipment is always provided.

Compensation for personal injury or loss of dependants may be reduced or waived if the injured or deceased person intentionally or through gross negligence has contributed to the injury.

14. Interruptions of operation

In the case of delay or cancellation, the customer is covered by

- travel time guarantee for travel with Arriva, Nordjyske Jernbaner and DSB including S-tog train, or
- travel guarantee for travel with transport companies (bus, local train and light rail in Aarhus), or
- travel guarantee for travel by metro, or
- the Regulation on rail passengers' rights (see below, section 14.2).

14.1. Travel time guarantee and travel guarantee

'Travel time guarantee' means compensation, either in the form of a new ticket, or a financial compensation based on the extent of the delay.

A travel guarantee means a refund of the cost of alternative transport (including taxi) when delay or failing to stop causes waiting time.

The customer must seek information from the company used for the journey:

- DSB travel time guarantee
- Arriva travel time guarantee
- Metro travel guarantee
- Movia travel guarantee
- FynBus travel guarantee
- Sydtrafik travel guarantee
- Midttrafik travel guarantee
- Nordjyllands Trafikselskab travel and travel time guarantee
- BAT travel guarantee

14.2. Regulation on rail passengers' rights (trains including metro and local railways)

In addition to the companies' travel time guarantees, the rules laid down in the Regulation on rail passengers' rights pursuant to Article 17 apply for transport in trains (including local trains) and metro services. Reference is made to extracts from the Regulation at the end of the travel regulations. The regulation also applies for a combined journey with several train companies. For travel by train, the Regulation's rules on compensation apply also in case of force majeure (see section 22 for annexes).

14.3. Limitation of liability

In addition to travel (time) guarantees (see section 14.1 and the Regulations in section 14.2), companies do not assume liability for the customer's costs due to delays, cancellations or missed connections, including reimbursement of lost profit or loss as a result of expenditure on, for example, hotels, flights, trains or theatre tickets.

However, this does not apply if the companies are liable under the general provisions of Danish law.

The companies are never liable if the delay is due to circumstances beyond the control of the companies, such as relationships with third parties, exceptional weather conditions or natural disasters, collisions, bomb threats, injunctions by public authorities or bans, strikes, lockouts or other similar conditions.

The companies are not responsible for lack of space on a bus or train.

15. Lost property

Found items shall be handed to the staff. Money, securities, valuable jewellery, etc. will then be handed over to the police as soon as possible, see the Danish Law on lost property. Other forgotten items are retained by the companies for a short period, after which they are handed over to the police. For buses, other forgotten items can be stored by the operator running the route. For further information on forgotten items, including the length of time they are stored, please refer to the company that has been used.

The companies reserve the right to dispose of perishable goods (including food), objects of small value, etc.

16. Complaints

Complaints about matters that have not been solved by contacting the staff of the means of transport should be addressed to the customer centre of the company with which the customer has travelled. Complaints about inspection fees shall always be addressed to the company that has charged the fee. Complaints regarding rejsekort shall be addressed to the Rejsekort Customer Centre. All complaints must be made in writing, preferably with precise indication of the time and place of the incident.

The request must be made as soon as possible after the occurrence of the event the customer wishes to complain about. If there is a long delay before the complaint is received, it can be difficult to investigate what happened. In addition, the customer may forfeit any claim under the general rules of limitation and inaction. For inquiries concerning travel (time) guarantees, the deadline must be met by the company concerned.

The company may require as a condition the submission of an original travel document for the processing of a complaint or for an application for compensation, compensation or similar.

The companies are affiliated with The Appeal Board for Bus, Train and Metro. If the customer has received a written decision from one of the companies with which the customer is not satisfied, the customer can complain to The Appeal Board for Bus, Train and Metro (www.abtm.dk), Gammel Køge Landevej 3, 2500 Valby, tel. 36 13 18 91.

17. Customer Service

Information about buses, trains and the metro can be found on the companies' websites or by contacting the customer centres.

For information and inquiries regarding rejsekort:

Rejsekort Customer Service

Tel. 70 11 33 33

www.rejsekort.dk

For information and inquiries concerning regional and national journeys by train:

DSB Customer Centre

Tel. 70 13 14 15, E-mail: kundehenv@dsb.dk

www.dsb.dk

For information and inquiries regarding Zealand:

DOT Customer Centre

Tel. 70 15 70 00

www.dinoffentligetransport.dk

For information and inquiries regarding Bornholm:

BAT Customer Centre

Tel. 56 95 21 21, E-mail: post@bat.dk

www.bat.dk

For information and inquiries regarding Funen and Jutland:

Arriva Tog Customer Centre

Tel. 70 27 74 82, E-mail: kundeservice@Arriva.dk

www.arriva.dk

DSB Customer Centre

Tel. 70 13 14 15, E-mail: kundehenv@dsb.dk

www.dsb.dk

FynBus Customer Centre

Tel. 63 11 22 00, E-mail: fynbus@fynbus.dk

www.fynbus.dk

Midttrafik Customer Centre

Tel. 70 21 02 30

www.midttrafik.dk

NT Customer Centre

Tel. 98 11 11 11

www.nordjyllandstrafikselskab.dk

Sydtrafik Customer Centre

Tel. 70 10 44 10, E-mail: post@sydtrafik.dk

www.sydtrafik.dk

Other addresses

Lokaltog A/S Region Hovedstaden

Nordre Jernbanevej 31

3400 Hillerød

Lokaltog A/S Region Sjælland

Toldbuen 1

4700 Næstved

Metroselskabet I/S

Metrovej 5

2300 Copenhagen S

Midtjyske Jernbaner Customer information

For Lemvigbanen: Tel. 97 82 00 19

www.mjba.dk

Nordjyske Jernbaner A/S

Skydebanevej 1 B

9800 Hjørring

Trafikselskabet Movia

Gammel Køge Landevej 3

2500 Valby

Vestbanen A/S

Østergade 17

6840 Oksbøl

18. Changing of travel regulations

These travel regulations can be superseded by postings on the companies' websites.

Changes will be published at least one week before they enter into force. Significant changes affecting a large number of customers will be published 1 month before they enter into force.

19. Entry into force

Effective Date 18 March 2018.

At the same time the following are cancelled: [Joint National Travel Regulations – Valid from 1 November 2017](#).

The travel regulations can be found on the companies' websites or obtained free of charge by contacting the companies.

20. Legislation

For travel by bus, train and metro, the following laws and regulations apply. The most important are:

Danish Transport Companies Act, cf. Proclamation No 323 of 20 March 2015.

Danish Traffic Act, cf. Proclamation No 1386 of 11 December 2013.

Danish Railway Act, cf. Proclamation No. 686 of 27 May 2015.

Danish Package Tours Act, cf. Law No 472 of 30 June 1993.

Executive order on railway activities on light railways (Copenhagen Metro), Proclamation 73 of 2 February 2009.

Order regulating the amount of claims and insurance under the Danish Railway Act, Proclamation 1161 of 6 October 2015.

Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

Regulation (EU) No of the European Parliament and of the Council 181/2011 of 16 February 2011 on the rights of bus customers and amending Regulation (EC) No 2006/2004

21. Details of products and prices

DSB: www.dsb.dk/find-produkter-og-services/

Metro: www.dinoffentligetransport.dk/hjaelp-til-billetter/billetter-og-kort/billetguide/

Movia: www.dinoffentligetransport.dk/hjaelp-til-billetter/billetter-og-kort/billetguide/

BAT: bat.dk/billetter-takster/

Arriva: arriva.dk/kort-og-billetter

FynBus: www.fynbus.dk/find-den-rigtige-billet

Midtjyske Jernbaner: www.mjba.dk/produkter.html

Midttrafik: www.midttrafik.dk/priser-og-billetter.aspx

NT: www.nordjyllandstrafikselskab.dk/Billetter---priser/Priser

Sydtrafik: www.sydtrafik.dk/billetter-og-priser/billetter-og-kort

22. Annex

Extract from Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

CHAPTER IV DELAYS, MISSED CONNECTIONS AND CANCELLATIONS

Article 15

Liability for delays, missed connections and cancellations. Subject to the provisions of this Chapter, the liability of railway undertakings in respect of delays, missed connections and cancellations shall be governed by Chapter II of Title IV of Annex I.

Article 16

Where it is reasonably to be expected that the delay in the arrival at the final destination under the transport contract will be more than 60 minutes, the passenger shall immediately have the choice between:

(a) reimbursement of the full cost of the ticket, under the conditions by which it was paid, for the part or parts of his or her journey not made and for the part or parts already made if the journey is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return service to the first point of departure at the earliest opportunity. The payment of the reimbursement shall be made under the same conditions as the payment for compensation referred to in Article 17; or

(b) continuation or re-routing, under comparable transport conditions, to the final destination at the earliest opportunity; or

(c) continuation or re-routing, under comparable transport conditions, to the final destination at a later date at the passenger's convenience.

Article 17

1. Without losing the right of transport, a passenger may request compensation for delays from the railway undertaking if he or she is facing a delay between the places of departure and destination stated on the ticket for which the ticket has not been reimbursed in accordance with Article 16. The minimum compensations for delays shall be as follows:

(a) 25 % of the ticket price for a delay of 60 to 119 minutes,

(b) 50 % of the ticket price for a delay of 120 minutes or more.

Passengers who hold a travel pass or season ticket and who encounter recurrent delays or cancellations during its period of validity may request adequate compensation in accordance with

the railway undertaking's compensation arrangements. These arrangements shall state the criteria for determining delay and for the calculation of the compensation.

Compensation for delay shall be calculated in relation to the price which the passenger actually paid for the delayed service.

Where the transport contract is for a return journey, compensation for delay on either the outward or the return leg shall be calculated in relation to half of the price paid for the ticket. In the same way the price for a delayed service under any other form of transport contract allowing travelling several subsequent legs shall be calculated in proportion to the full price.

The calculation of the period of delay shall not take into account any delay that the railway undertaking can demonstrate as having occurred outside the territories in which the Treaty establishing the European Community is applied.

2. The compensation of the ticket price shall be paid within one month after the submission of the request for compensation. The compensation may be paid in vouchers and/or other services if the terms are flexible (in particular regarding the validity period and destination). The compensation shall be paid in money at the request of the passenger.

3. The compensation of the ticket price shall not be reduced by financial transaction costs such as fees, telephone costs or stamps. Railway undertakings may introduce a minimum threshold under which payments for compensation will not be paid. This threshold shall not exceed EUR 4.

4. The passenger shall not have any right to compensation if he is informed of a delay before he buys a ticket, or if a delay due to continuation on a different service or re-routing remains below 60 minutes.

Article 18

1. In the case of a delay in arrival or departure, passengers shall be kept informed of the situation and of the estimated departure time and estimated arrival time by the railway undertaking or by the station manager as soon as such information is available.

2. In the case of any delay as referred to in paragraph 1 of more than 60 minutes, passengers shall also be offered free of charge:

(a) meals and refreshments in reasonable relation to the waiting time, if they are available on the train or in the station, or can reasonably be supplied;

(b) hotel or other accommodation, and transport between the railway station and place of accommodation, in cases where a stay of one or more nights becomes necessary or an additional stay becomes necessary, where and when physically possible;

(c) if the train is blocked on the track, transport from the train to the railway station, to the alternative departure point or to the final destination of the service, where and when physically possible.

3. If the railway service cannot be continued anymore, railway undertakings shall organise as soon as possible alternative transport services for passengers.

4. Railway undertakings shall, at the request of the passenger, certify on the ticket that the rail service has suffered a delay, led to a missed connection or that it has been cancelled, as the case might be.

5. In applying paragraphs 1, 2 and 3, the operating railway undertaking shall pay particular attention to the needs of disabled persons and persons with reduced mobility and any accompanying persons.

Extract from Annex to the Regulation on rail passengers' rights and obligations

Chapter II Liability in case of failure to keep to the timetable

Article 32

1. The carrier shall be liable to the passenger for loss or damage resulting from the fact that, by reason of cancellation, the late running of a train or a missed connection, his journey cannot be continued the same day, or that a continuation of the journey the same day could not reasonably be required because of given circumstances. The damages shall comprise the reasonable costs of accommodation as well as the reasonable costs occasioned by having to notify persons expecting the passenger.

2. The carrier shall be relieved of this liability, when the cancellation, late running or missed connection is attributable to one of the following causes:

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

(b) fault on the part of the passenger; or

(c) the behaviour of a third party which the carrier, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which he was unable to prevent; another undertaking using the same railway infrastructure shall not be considered as a third party; the right of recourse shall not be affected.

3. National law shall determine whether and to what extent the carrier must pay damages for harm other than that provided for in paragraph 1. This provision shall be without prejudice to Article 44.