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TRAVEL TERMS AND CONDITIONS  
for travelling with Arlanda Express

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Issued on 15 June 2017

## 1. INTRODUCTORY PROVISIONS

- 1.1 A-Train AB operates rail traffic between Stockholm Central and Stockholm Arlanda Airport under the “Arlanda Express” brand.
- 1.2 The main features of A-Train AB’s and the Passenger’s reciprocal rights and obligations are regulated by legal regulations [2015:953] on the rights of public-transport passengers, Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers’ rights and obligations (PRR), and the Swedish Railways Act and other statutes.
- 1.3 These general conditions of travel (hereinafter referred to as “Travel Terms and Conditions”) are applicable to all agreements entered into between A-Train AB and passengers concerning the transportation of passengers and luggage by A-Train AB. These Travel Terms and Conditions are also applicable should A-Train AB utilise a means of transport other than a train to implement the agreed transportation.
- 1.4 Travel Terms and Conditions and chargeable tariffs are applicable to journeys with the Arlanda Express, unless otherwise stated in sections 1.5–1.6 below.
- 1.5 Journeys with Resplus tickets fall under special travel and purchase terms and conditions; refer to: <https://forseningsersattning.resplus.se/?id=287>
- 1.6 From time to time, relevant sections of the Travel Terms and Conditions may be supplemented or replaced by mandatory statutes.
- 1.7 A copy of these Travel Terms and Conditions is available at Arlanda Express service points and on Arlanda Express’ website ([www.arlandaexpress.com](http://www.arlandaexpress.com)). Travel Terms and Conditions are referenced to at the back of every Travel Voucher, insofar as Vouchers are issued in a paper format.

## 2. DEFINITIONS

- 2.1 “**Children/Youth**” refers to passengers from the age of zero (0) until the day they turn eighteen (18) years-old.
- 2.2 “**Travel Voucher**” refers to an ordinary ticket or season pass.
- 2.3 “**Delay**” refers to the difference in time between the point when a Passenger should have arrived at the final destination in accordance with the published timetable and the Passenger’s actual arrival time.
- 2.4 “**Valid Voucher**” refers to a Travel Voucher issued or approved by Arlanda Express that is carried on every journey, correctly charged, validated and stamped.
- 2.5 “**Season ticket**” refers to a ticket that entitles the Passenger to an indeterminate number of journeys during a specified period of time.

- 2.6 **“Trip”** refers to a trip with Arlanda Express to a Final Destination, unless the ticket is a ResPlus ticket, in which case another carrier may also provide passenger transport, and the trip then refers to a trip to a final destination for a trip with the ResPlus ticket
- 2.7 **“Passenger”** refers to an individual who has a Valid Voucher, and who travels or intends to travel with Arlanda Express.
- 2.8 **“Final Destination”** refers to the final destination for a Trip with Arlanda Express, which is either Stockholm Central Station or Stockholm Arlanda Airport.
- 2.9 **“Student”** refers to individuals who can present a Student Card, either ISIC or Mecenat, as well as identification.
- 2.10 **“Traffic Officer”** refers to drivers, crew, inspectors or customer-service personnel who wear a uniform or tag, or other item to distinctly indicate that he/she is a Traffic Officer.
- 2.11 **“Adult”** refers to passengers from the age of twenty-six (26) years.

### **3. TIMETABLES AND TARIFFS**

- 3.1 From time to time, A-Train AB announces timetables and tariffs, but reserves the right to change these. Temporary changes in the timetable may also occur in the case of, for example, track or road renovations, major events, etc. The timetables and tariffs that are valid at all other times are provided at Arlanda Express service points at Stockholm Central Station and through Arlanda Express’ digital media, such as its website and app.
- 3.2 The tariff is determined by the Passenger’s Travel Voucher and age. Identification must be presented in the event of uncertainty about age. An Adult fee is otherwise to be paid.

### **4. TRAVEL VOUCHER**

- 4.1 A Valid Voucher is a ratification of the agreement between A-Train AB and the Passenger, and encompasses the Travel Terms and Conditions.
- 4.2 The Passenger is responsible for having a Valid Ticket ready for presentation throughout the journey.
- 4.3 To be considered a Valid Voucher, all smartphone tickets or SMS tickets must be purchased and, where applicable, activated prior to boarding. The Passenger is responsible for having the smartphone ticket or SMS ticket ready for presentation throughout the journey.
- 4.4 Travel Vouchers may be purchased at Arlanda Express service points, or through Arlanda Express’ website or the Arlanda Express app. Tickets can also be purchased in conjunction with journeys at ticket dispensers or on board the train.

- 4.5 On-board tariffs shall apply if tickets are purchased on board a train. However, on-board tariffs will not be charged for Passengers who were unable to obtain a Valid Voucher prior to boarding due to disability, a technical fault in the ticket dispenser or the absence of a dispenser or sales point.
- 4.6 Unless otherwise explicitly stated in the terms and conditions of specific types of tickets, a personal Travel Voucher may not be transferred or returned once the journey has begun. A Travel Voucher that has been issued to a specific individual is valid solely for that individual.
- 4.7 Passengers may travel with all trains on which the Travel Voucher is valid, subject to any restrictions that may be announced. However, Arlanda Express cannot guarantee Passengers a seat during the journey.

### ***Controls and surcharges***

- 4.7 Anyone who upon an inspection cannot present a Valid Voucher and who refuses to pay an on-board price will incur an additional charge of one thousand two hundred kronor (SEK 1,200). In such cases, a police report may be made for fare evasion.
- 4.8 Traffic Officers are entitled to check that a Passenger has a Valid Voucher at any time during the journey. During such an inspection, Passengers are required to present or hand over a Valid Voucher and any supplementary documents, such as personal identification and a student card, to the Traffic Officer concerned. Should such documents fail to be presented by the Passenger, the Traffic Officer is entitled to impose a surcharge in accordance with item 4.7 above.
- 4.9 Passengers whose Valid Voucher or supplementary document(s), such as a student card, are registered in their mobile phone are obligated to temporarily hand over the mobile phone to the Traffic Officer, should the Traffic Officer deem this necessary in order to perform the inspection. The Passenger is responsible for having the smartphone ticket, SMS ticket or any supplementary documents ready for presentation throughout the journey. Compensation is not payable for lost Travel Vouchers.
- 4.10 Misuse of Travel Vouchers is punishable by law, and may lead to confiscation or withdrawal of the Travel Voucher and the issue of surcharges in accordance with item 4.7.
- 4.11 Passengers who fail to present a Valid Voucher and do not intend to purchase a ticket on board, and who refuse to pay a surcharge may be ejected from the means of transport by a Traffic Officer.

### ***Redemption***

- 4.12 Redemptions may only take place within one (1) year of the expiry of the period of validity of the Travel Voucher, or within the shorter date stated on the Travel Voucher.

4.13 If a Travel Voucher that is issued by Arlanda Express is returned prior to the expiry of the ticket's period of validity, the travel fee is repaid, unless otherwise stated on the Travel Voucher.

## **5) GENERAL REGULATIONS DURING THE JOURNEY**

5.1 Passengers are obligated to abide by the statutes of the Public Order Act (1993:1617) and any applicable legislation, and any special regulations that may be issued from time to time. The same shall apply to the guidelines and instructions of a Traffic Officer. Those who do not comply with these regulations risk ejection from the train and consequently losing their right to travel and repayment of the Travel Voucher fee.

5.2 Individuals who are intoxicated, who carry property as indicated by item 6.2 below, or who act in a manner that causes suspicion they will disturb the peace or in any other manner risk the safety of traffic, may be denied boarding.

5.3 Boarding and alighting may normally occur solely at stations or stops. In the event that boarding and alighting has to occur at other locations, the instructions of Traffic Officers must be obeyed. When the train is in motion, boarding and alighting are prohibited, as is the opening of doors. Doors that are being closed may not be blocked or forcefully opened.

5.4 On trains or at stations, on platforms or at stops within the Arlanda Express area, it is prohibited to move control devices and signalling facilities, misuse alarm devices, emergency door openers, rescue or similar equipment, or in any other manner disrupt, block or attempt to disrupt the traffic.

5.5 Any alcoholic beverages brought on the journey may not be consumed on board the Arlanda Express.

5.6 Smoking and the use of e-cigarettes are prohibited on board the Arlanda Express, as well as in premises or other spaces located indoors or underground that are intended for use by those travelling with Arlanda Express.

5.7 Food brought on the journey is to be consumed in a manner that does not inconvenience other passengers.

5.8 During the journey, radios, music players, mobile phones, music instruments or similar items may not be used in a manner that disturbs or inconveniences Traffic Officers or other Passengers.

5.9 Filming or photographing on the trains for commercial purposes or for sale, or interviews, advertising or similar purposes are prohibited without special permission from A-Train AB.

## **6 LUGGAGE**

### ***Personal luggage***

6.1 The traveller may bring personal luggage consisting of bags or objects of reasonable dimensions that are easily carried off and on Arlanda Express trains by the traveller, and for which the traveller is entitled to utilise the space above and below his/her seat, or other indicated locations on the train specifically designated for luggage. Personal luggage is to be stored without inconveniencing other Passengers and may not be placed on seats or block any evacuation routes.

6.2 The following types of personal luggage may not be brought aboard:

1. dangerous goods (goods that may pose a risk to health, safety, property or the environment when transported, such as explosive and flammable items),
2. firearms, unless a component vital to the weapon's function is removed and stored separately from the weapon,
3. other objects that may cause inconvenience or discomfort to fellow passengers or Arlanda Express, or which can cause damage,
4. live animals, with the exception of those stated in item 6.9 below.

6.3 There are no facilities for registering or checking in luggage.

#### ***Bicycles***

6.4 Space permitting, one (1) conventional bicycle (includes electric bicycles) per Passenger may be taken on board the Arlanda Express.

6.5 Under these terms and conditions, electric-powered vehicles intended for the transportation of an individual (such as Segway) are not considered as a bicycle and may not be taken on the Arlanda Express. However, the mobility aids allowed under point 8.4 may be carried on the Arlanda Express, as well as hoverboards (which must not, however, be ridden on board).

6.6 Bicycles are to be placed in specifically designated spaces and secured with special harnesses if these are available.

#### ***Prams***

6.7 Space permitting, prams may be brought on board free of charge in the spaces designated for them. Prams are to have brake locks on. Harnesses for prams are to be used, when available.

6.8 Prams may not be placed in a manner that obstructs Passengers or blocks evacuation routes.

#### ***Pets***

6.9 Dogs or other small-size pets that do not inconvenience other Passengers may be taken along for the journey free of charge, and are to travel in the designated and

specially indicated spaces on the train, or in accordance with Traffic Officer's instructions. Pets may only be taken aboard specially indicated carriages. During journeys, pets are to be kept on a leash or in bags or cages intended for the purpose. Pets may not be placed on the seats.

- 6.10 Passengers with pets are responsible for their pets, and may be ejected or denied boarding if the pet is deemed to disturb other Passengers or Traffic Officers.
- 6.11 Guide dogs and service dogs for the personal assistance of travellers may be taken aboard free of charge and travel with the Passenger at any location of choice on the train.

### ***The Passenger's responsibilities***

- 6.12 Passengers are to personally supervise their bags, bicycle, pram, wheelchair, pet or other accompanying luggage. The Passenger is personally responsible for damage to or the theft of his/her luggage, as well as damage that his/her luggage may cause to the train, Traffic Officer, other Passenger or other Passenger's property.
- 6.13 Should A-Train AB be liable for compensation to another Passenger or third party for damage caused by luggage as described above, the Passenger who brought the luggage in question is to indemnify A-Train AB against such costs.

## **7 LOST PROPERTY**

- 7.1 Lost property found on Arlanda Express trains is to be handed to a Traffic Officer, or to someone indicated by the Traffic Officer, without any claims for compensation. Lost-and-found property is handled by Arlanda Express in accordance with the Lost Property Act (1938:121). Upon finding lost property, A-Train is entitled to discard items of insignificant or no economic value.
- 7.2 Should the owner of specific lost property remain unknown after three (3) months have passed from the date of the find and the lost property being handed over to or obtained by Arlanda Express, or should the owner not retrieve the lost property within one (1) month from date that he/she is informed about the find, Arlanda Express is entitled to remove or sell the lost property.
- 7.3 Objects lost or left on Arlanda Express trains are to be reported to Arlanda Express' customer service department or via Arlanda Express' website ([www.arlandaexpress.com](http://www.arlandaexpress.com)) within reasonable time.

## **8 SERVICES FOR INDIVIDUALS WITH DISABILITIES**

- 8.1 Passengers with disabilities are entitled to free-of-charge assistance by Traffic Officers in conjunction with payment for a journey. Disabled Passengers are entitled to purchase tickets on board trains without any surcharges.
- 8.2 Passengers with disabilities are entitled to free-of-charge assistance by Traffic Officers during the train journey and when boarding or alighting.

- 8.3 Should an attendant be required at Stockholm Arlanda Airport for helping a passenger with a disability to get to and from Arlanda Express platforms to a respective terminal and airline, the Traffic Officer must be notified prior to alighting or while on board the train, in connection with the inspection of Travel Vouchers.
- 8.4 Space permitting, a wheelchair, rollator, powered wheelchair and other similar mobility aids may be brought on board free of charge, provided that the aid is no more than 80 cm wide, 120 cm long and weighs a maximum of 300 kg including the Passenger.
- 8.5 During a journey, wheelchairs are to be placed at indicated locations, if any, with their brake locks on. During a journey, Passengers may travel seated in a wheelchair.
- 8.6 When harnesses for wheelchairs or other movement aids are available, they are to be used by the Passenger throughout the journey. Traffic Officers are to ensure that wheelchairs are strapped down when such equipment is available.
- 8.7 More detailed information for individuals with disabilities or reduced mobility that affects their the capacity for travel, concerning the accessibility of traffic services' and the terms and conditions for getting on and off the train can be obtained via Arlanda Express customer service.

## **9 COMPENSATION FOR DELAYS**

### ***New ticket guarantee***

- 9.1 Under the new ticket guarantee, a Passenger will be issued with a new ticket if an Arlanda Express train, for whatever reason, arrives at Stockholm Arlanda Airport or Stockholm Central Station within such a time that the Passengers train journey takes more than twenty-five minutes.

### ***Compensation for service delays***

- 9.2 A Passenger may claim compensation according to any of the points 9.3-9.7 below. However, if a new ticket has been issued according to point 9.1, the Passenger is not entitled to simultaneously claim compensation according to any of the following points 9.3-9.7. To be eligible for compensation according to points 9.3-9.7, a Passenger must plan their Trip in such a manner that the Passenger arrives at their Final Destination in good time to reach any connecting trips. In addition to the following, the special travel terms and conditions for Resplus trips also apply to a Passenger travelling on a ResPlus ticket (see point 1.5 for a link to the terms and conditions).

Compensation according to points 9.3-9.6 complies with the provisions of the Swedish Act on the Rights of Public Transport Passengers (2015:953). A-Train AB thereby (except for certain special regulations related to trips with ResPlus tickets) fulfils its statutory obligations to provide compensation. For the most part, the Compensation for Delays that is offered under point 9.7 is therefore beyond what A-Train AB is legally obligated to offer a Delayed Passenger.



### ***Actual delays exceeding 20 minutes***

- 9.3 If a Passenger's arrival at their Final Destination is delayed by more than twenty (20) minutes, the Passenger, provided they do not claim compensation for other transport on the grounds of an anticipated Delay under point 9.4, or have not claimed compensation under point 9.1, is entitled to a discount and repayment as follows:
- a) 50 per cent of the fare that the Passenger has paid for the Trip, if the Delay amounts to more than 20 minutes,
  - b) 75 per cent of the fare that the Passenger has paid for the Trip, if the Delay amounts to more than 40 minutes,
  - c) the full amount of the fare that the Passenger has paid for the Trip, if the Delay amounts to more than 60 minutes.

### ***Anticipated delays of 20 minutes or more***

- 9.4 If there is reasonable cause to assume that a Trip will be delayed by more than twenty (20) minutes, the Passenger is entitled to compensation by Arlanda Express for reasonable costs for other transport to reach their Final Destination (either Stockholm Arlanda Airport or Stockholm Central Station.) This also applies in the absence of an agreement on transport for the Journey that is anticipated to be delayed, if the passenger has specifically arranged to travel with Arlanda Express (is waiting on the platform prior to departure).
- 9.5 If the passenger has not paid for the Journey, Arlanda Express may deduct the cost that would have been incurred by the passenger if they had paid for the Trip. The starting point is that the cost that would have been incurred by the passenger is the current fare for a single adult ticket. If the passenger, when claiming compensation from A-Train AB, can show they are under the age of 26, the current fare for a single youth ticket will be deducted.

The maximum amount of compensation for an anticipated Delay under point 9.4 is 1/40 of the price-base amount in accordance with Chapter 2, Section 7 of the Social Insurance Code applicable to the year in which the Trip should have been completed.

- 9.6 Compensation for other transport in the event of an anticipated Delay is paid for the means of transport that would have been a satisfactory alternative for the Passenger (such as taxi or shuttle bus).

### ***A Delay that leads to the Passenger being stuck on the train for 50 minutes or longer***

- 9.7 If the train trip, from when the train has left the platform, takes more than 50 minutes to reach Stockholm Arlanda Airport or Stockholm Central Station, a Passenger on board such a delayed train, is entitled to:
- a) the fare, or some of the fare, that the Passenger has paid for the Trip under point 9.3,

b) compensation for the actual, reasonable additional costs incurred by rebooking a ticket for connecting transport (for a connecting trip with the same type of transport to the intended final destination) from Stockholm Arlanda Airport or Stockholm Central Station, or the cost of a new ticket for the same connecting transport (please note that special terms and conditions apply for a trip with a ResPlus ticket), and

c) compensation for actual, reasonable additional costs in the form of meals and non-alcoholic beverages, in reasonable proportion to the waiting time at Stockholm Arlanda Airport/ Stockholm Central Station, accommodation in a hotel or hostel when stays of one or more nights are necessary.

The maximum amount of compensation under this point 9.7 is 3/10 of the price-base amount in accordance with Chapter 2, Section 7 of the Social Insurance Code applicable to the year in which the Journey should have been completed. When paying compensation for meals and beverages, A-Train uses the Swedish Tax Agency's provisions for expenses to determine what constitutes actual, reasonable additional costs, but also accounts for the cost situation at the specific location, such as Stockholm Arlanda Airport.

## **10 GENERAL RESPONSIBILITIES**

### ***Arlanda Express' responsibilities***

10.1 Arlanda Express is to be responsible for damages arising from the death or infliction of bodily harm or other physical or psychological damage in connection with the rail service, and which occurs while the Passenger is on board, or boarding or alighting the train. Arlanda Express is not responsible for damage that occurs after the Passenger has alighted from the train (such as damage that occurs in connection with the use of escalators, elevators or any other contexts unrelated to the rail service).

10.2 In accordance with item 10.1, Arlanda Express is discharged from liability:

a) if the accident was caused by circumstances that cannot be attributed to the actual rail service, or which Arlanda Express could not avoid or prevent the consequences of, even if Arlanda Express had exercised the due diligence required by the circumstances,

b) to the extent that the accident was due to the fault or neglect on the part of the Passenger,

c) if the accident was due to the behaviour of third parties that Arlanda Express could not have avoided or prevented the consequences of, even if Arlanda Express had exercised the due diligence required by the circumstances. A different company that utilises the same infrastructure shall not be regarded as a third party. The right of recourse from third parties shall not be impacted.

10.3 For property carried by the traveller or luggage accompanying the traveller on board the train that is lost or damaged and that has no relation to personal injury, Arlanda Express will only be responsible if the fault or neglect is attributable to Arlanda

Express. The responsibility hereof is limited to half of a price-base amount, unless Arlanda Express wilfully caused the damage or acted in a grossly negligent manner. However, full-value compensation will be paid for lost or damaged aids specifically customised for disabilities.

- 10.4 Arlanda Express is not responsible for any damage to the traveller due to the traveller's neglect of the train's departure time, due to the traveller boarding the wrong train or carriage or due to the traveller's failure to alight from the train at his/her designated station.
- 10.5 Arlanda Express' responsibilities for damage arising from Arlanda Express' failure to perform its transportation obligations are regulated in chapter 1 section 3 of the Railway Act.
- 10.6 The traveller is entitled to compensation for specific costs arising from the interruption of rail services in accordance with item 9.2 above. Customer claims for compensation must be substantiated by the presentation of receipts or supporting vouchers. Arlanda Express will not indemnify travellers for business losses or other indirect damage or consequential losses.
- 10.7 Disbursements of claims for delays in accordance with item 9.2 are to be made by payment to credit or charge cards. For tickets purchased via Arlanda Express' website or app, the refund will be made to the credit or charge card used for the payment of the trip.

#### ***The traveller's responsibilities***

- 10.8 In accordance with general indemnification regulations, the traveller is responsible for damages and costs occasioned to Arlanda Express and other travellers or their property, whether by intent or negligence. In accordance with general indemnification regulations, the traveller is also responsible for material damage and personal injury caused by his/her luggage to other individuals or their luggage, or to Arlanda Express' property. This is also applicable if luggage is placed in such a manner that the traveller is unable to keep it under supervision.

#### ***Withdrawal from agreement on Season Ticket purchase***

- 10.9 The Passenger may withdraw from the agreement concerning the purchase of a Season Ticket if, following the purchase, Arlanda Express' traffic offering is changed in a manner that deviates from what the Passenger had good reason to assume at the time of purchase and the deviation is of material importance to the Passenger. If a Passenger withdraws from the agreement on the purchase of a Season Ticket, the Passenger is entitled to a refund of the portion of the ticket price pertaining to the period after the said withdrawal.

## **11 COMPLAINTS AND DISPUTE SETTLEMENT**

### ***Complaints***

- 11.1 The Passenger may claim compensation in accordance with item 9.2 only if the Passenger notifies Arlanda Express about his/her intention to invoke a Delay (claim) within a reasonable time after the completion of the journey or the time when the journey would have been completed had transportation been provided. A message submitted within three (3) months after the completion of the journey, or the time that it should have been completed, is always to be considered as a timely submission. If a complaint notification has been sent in an appropriate manner, the complaint is to be regarded as having occurred at the time of its submission.
- 11.2 As a starting point, complaints are otherwise to be submitted in writing to Arlanda Express within a reasonable time, but no later than three (3) months after completion of the Trip.

### ***Settlement of disputes***

- 11.3 Should the parties be unable to resolve the disputes concerning the interpretation or application of the Travel Terms and Conditions, the dispute may be reviewed by the National Board for Consumer Complaints or by a common court.
- 11.4 When compensating reasonable costs for other transport to reach the Final Destination, A-Train compensates trips with own car (for the route between Stockholm Central Station and Stockholm Arlanda Airport) according to the Swedish Tax Agency's standard for business travel with own car unless the Passenger can prove that higher costs than those in the standard were also necessary.
- 11.5 Compensation is paid to a credit or debit card, or via a bank transfer. For tickets purchased via Arlanda Express' website or app, the refund is preferably made to the credit or debit card used to pay for the Trip.

## **12 PERSONAL DATA**

- 12.1 Arlanda Express collects personal data such as names, postal addresses, e-mail addresses, telephone numbers, bank information or similar that the Passenger voluntarily submits, for example, through the Passenger's online purchase of tickets and passes, through repurchases, the issue of surcharges or when utilising the travel guarantee. To the extent that personal data is collected by Arlanda Express, Arlanda Express is to be regarded as a keeper of personal data in accordance with the Personal Data Protection Act (1998:204).

Arlanda Express is required to handle personal data in order to fulfil and administer undertakings to the Passengers in accordance with these Travel Terms and Conditions.

By submitting his/her personal data for registration, the Passenger consents to Arlanda Express' handling of the data for the purposes stated in these Travel Terms and Conditions.

Once per calendar year, a Passenger is entitled, free of charge and following a request in writing, to obtain information about the Passenger's specific personal data handled by Arlanda Express.

A Passenger may also request that Arlanda Express update personal data or ask questions about Arlanda Express' handling of personal data. Passengers may also deny the use of personal data for the purposes of direct marketing. Such requests may be submitted to Arlanda Express's customer service unit.

## **13**

### **EFFECTIVE DATE**

#### **13.1**

These Travel Terms and Conditions are effective as of 15 June 2017.