

General Conditions of Sale and Carriage

Thello

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GENERAL PROVISIONS

Thello is a **simplified joint stock company with a sole shareholder, with share capital of €10,500,000**, registered in the Trade and Companies Register of Paris under number 520 287 004 having its registered office at **185, rue de Bercy, Paris (75012)**, FRANCE. Thello is a licensed railway company holding a safety certificate in France permitting it to operate French railway lines to provide passenger transport services between France and Italy. It has partnerships with other railway companies for the purpose of operating other railway networks.

These General Conditions are applicable:

- for the sale of international and national passenger services and tickets operated by Thello and for the sale by Thello, in the name and on behalf of Trenitalia, of transport services operated by Trenitalia;

- For the national and international rail transport of passengers on board Thello trains.

They lay down the general rules applicable to the contractual relationship between the passenger and Thello, from placing the order for a transport service up until arrival at the destination.

In the event that Thello issues tickets in the name and on behalf of Trenitalia, only the provisions of Titles 2 and 3 of Part 1 shall apply.

The General Conditions are available on the thello.com website and from our distribution partners.

The General Conditions which apply to the contract are those published when the transport service is purchased. The person responsible for the purchase and the passengers confirm that they have read them prior to making a reservation and boarding any Thello train.

If one or more of the provisions of these General Conditions is/are invalid or cannot be performed, this will not affect the validity or the enforceability of the other conditions.

These terms are valid as of 1 January 2020. This version revokes and replaces the earlier versions.

DEFINITIONS

- **Contract of Carriage:** is the contract in which Thello undertakes to transport the passenger and the passenger's luggage to the destination under the terms stipulated in this contract of carriage in return for prior payment of the price of the journey.

This is confirmed by the issue of a ticket in any form. This ticket is proof that the contract of carriage has been entered into and of the terms of the contract of carriage, unless the contrary is proved.

The contract of carriage between Thello and the passenger is governed by:

- the information shown on the ticket;
- these General Conditions of Sale and Carriage including the Appendices hereto;
- Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, referred to as the "Passengers' Regulation".

These items constitute the entirety of the terms applicable to the contract entered into with Thello.

No employee or service provider of Thello is authorised to make any declaration whatsoever which is liable to affect the terms of this contract. Any declaration which infringes the terms of this contract shall be declared void and shall be unenforceable against Thello.

The principle of the separation of contracts:

Thello sells tickets for journeys organised by other carriers, in particular Trenitalia. These are separate contracts. These different contracts of carriage which may appear on the same or several tickets are legally considered to be separate.

The general conditions applicable to each contract of carriage are those of the carrier, the company on behalf of which carriage is undertaken. Thello does not assume any liability of any kind or in any capacity whatsoever resulting from another contract of carriage.

The passenger is informed, in particular, that in the event of a missed connection or delay, they shall not be entitled to any compensation based on the total length of the journey. Compensation is only payable for the portion of the journey operated by the rail company at the origin of this incident.

- **Person responsible for the purchase:** the person responsible for placing the order for the transport service. This person does not have to travel.

- **Ticket:** confirms the existence of a valid contract of carriage between Thello and the passenger. It contains the main details of the transport service purchased from Thello, in particular the journey and the fare.

There are different types of tickets. The ticket may be a hard copy in paper form, or may be electronic in the form of a PNR (Passenger Name Record) reference number, for a "ticketless" reservation. In the "ticketless" system, the journey information is given in the booking confirmation.

If the ticket includes a reservation, a seat on board is allocated providing entitlement to transport according to the nature and conditions of the journey in accordance with the requirements specified by the passenger and confirmed either by email, or by the issue of a paper ticket or a receipt if the ticket is purchased on board.

If the order is placed on the thello.com website, the reservation is confirmed by email, to the address given by the person making the purchase at the time of reservation. This person is responsible, if necessary, for informing the other passengers involved of the details of the journey.

This email, which represents confirmation of the journey, notably states:

- the booking reference (or PNR): a 6 digit reference, required for boarding Thello trains;
- the numbers of the coach(es) and the seat(s) allocated, required for boarding Thello trains;
- the reference of the lead passenger;
- the identity of each passenger in the case of a named ticket;
- the details of the journey to be undertaken: route, times, fare conditions and categories.

In principle, all Thello trains require a reservation. Certain categories of passengers holding subscriptions, defined exhaustively, are allowed to travel without a reservation under certain conditions.

- **Reference number or PNR** is the reference for the reservation, required to board the train, composed of an alphanumeric 6-character code.

TITLE 1 – GENERAL CONDITIONS OF SALE OF THELLO TICKETS

Chapter 1 – Terms and conditions of purchase

Article 1 – Principles

Thello transport services can be purchased through the sales channels of Thello and Trenitalia and of other railway companies and partners with which Thello has sales agreements. In this case:

- the terms and conditions for the purchase of Thello transport services through Trenitalia sales channels are governed by the general conditions of sale of Trenitalia available in their own publication media;
- those of other transport companies or partners are governed by their own general conditions of sale which are available in their own publication media.

Conversely, the fare rules, and the transport services supplied by Thello, are governed by these General Conditions of Sale.

If the general conditions of sale of the company making the sale include fare rules and services which differ from those defined in the General Conditions of Sale of Thello, they are only binding on that company. Thello will exclusively apply its own General Conditions. Any potential divergence shall be requested of the company which made the sale.

The terms and conditions for the purchase of Thello transport services directly through Thello sales channels are governed by these General Conditions of Sale.

In all cases and irrespective of the purchase channel, the conditions of carriage which apply to the Thello contract of carriage are the Thello General Conditions of Carriage (Title 2).

Article 2- Ticket sales

2.1 With regard to direct Thello sales channels, Thello tickets can be purchased on the website www.thello.com, the specific terms of use of which are defined below, at Thello boutiques, from our self-service terminals or on board trains.

2.2 Unless specific provisions apply, tickets may be purchased no earlier than 6 months prior to the date of travel. The passenger or the person responsible for the purchase must check at the time the ticket is ordered that the ticket reflects the information they have provided and that they are entitled to any reduction claimed.

The passenger cannot claim any reduction after the ticket has been purchased.

Article 3 - Specific provisions for on-board sales

Any passenger who cannot prove a ticket was purchased before the train's departure must inform the ticket inspector promptly that they do not have a ticket either before boarding the train or within minutes of the train's departure from the station where the train was boarded, in order to rectify their situation.

The **On-board Fare** is determined on the basis of the maximum FLEXI Adult fare, plus an on-board surcharge to cover the additional costs relating to sale at the time of boarding or on board.

Article 4 – Ticket sales to minors

4.1. Minors aged under 16 are not permitted to travel alone (unaccompanied by a competent adult) on board Thello trains.

Thello does not offer any unaccompanied minor service.

Minors under 16 must travel accompanied by a competent adult. Tickets cannot therefore be purchased for minor passengers aged under 16 to travel without being accompanied by a responsible adult.

4.2 Thello transport services cannot be purchased by minors aged under 16. Thello reserves the right to refuse any request for services made by a minor aged under 16 and to cancel any reservation made by a minor where applicable.

4.3 Children who are minors shall at all times remain under their parents' responsibility. Parents are responsible for checking that they are able to undertake the proposed journey in complete safety.

Article 5 – Payment for the order

5.1 The payment methods accepted by each of the Thello direct points of sale are stated at each point of sale and on the thello.com website. The payment methods accepted by the self-service terminals are stated on each machine.

Services on board Thello trains can be purchased using bank cards on partner channels or in cash, exclusively in Euros.

Thello reserves the right to charge handling costs for any purchases from a sales agent at Thello boutiques. The amounts will be communicated by any means and in particular will be published on the thello.com website and displayed at the boutique.

The purchase of Thello transport services in a Thello boutique using a self-service terminal is treated in the same way as an on-line purchase on thello.com. Accordingly, no handling charge will apply. Thello simply provides customers wishing to make an on-line purchase with a computerised tool.

Thello.com uses 3D Secure payment for on-line train ticket purchase transactions.

Thello uses a PCI-DSS certified payment solution for the sale of tickets on thello.com. The payment transaction is therefore secure and guarantees the confidentiality of the passenger's bank data. There is no financial surcharge for using our on-line payment system.

5.2 Right of withdrawal

Pursuant to the provisions of the Consumer Code, the person responsible for the reservation is not entitled to any right of withdrawal after the purchase.

Chapter 2 – Loss, exchange or refund before the train departs

Article 6 - Loss of a ticket purchased other than through the sales channels of Thello

The terms for managing the loss of a Thello ticket purchased from Thello's partners are set out in their own general conditions of sale available in their own publication media. If the selling company's general conditions of sale include conditions relating to management, fare rules and services which are different from those defined in the General Conditions of Thello, such conditions are only binding on the company. Thello will exclusively apply its own General Conditions. Any potential divergence shall be requested of the company which made the sale.

In all cases, passengers who have lost or forgotten their Thello ticket purchased through a partner distribution channel of Thello, must contact the point of sale which issued the ticket directly. If the passenger is unable to present a valid ticket, he or she will be required to pay for a new ticket to be able to travel. The passenger will not be entitled to any compensation from Thello in this regard.

Article 6A – Loss of an electronic ticket purchased via Thello's own sales channels

A passenger who loses or forgets their PNR (Passenger Name Record) number, coach number and seat number can obtain confirmation of this information from Thello's customer service department. To do this, the passenger must provide the details of the reservation including the dates of travel, the number of passengers, the surnames and first names used as a reference for the reservation,

PART 1 – GENERAL CONDITIONS OF SALE

the email address given when making this reservation and the date of purchase if the reservations were made at the Thello boutique. This request must be made at least 48 working hours before the departure of the booked train, for email requests, and 4 hours before departure for requests made at the boutique or by telephone.

If the passenger does not know their PNR number, coach number and seat number, they will not be allowed to board the train and will have to buy a new ticket if they wish to travel. The passenger cannot claim any compensation in this regard.

Article 7 - Loss of a ticket purchased via Thello's own sales channels

Thello will not make any replacement of a paper ticket if it is lost, stolen or forgotten. In this case the passenger must buy a new ticket if they wish to travel.

Article 8 - Exchange or refund of tickets

8.1 Thello tickets can be changed or exchanged in accordance with the conditions which apply to the fare chosen. Some tickets cannot be changed or exchanged.

8.2 Tickets are partially refundable if they are cancelled before departure for the passenger's convenience, in accordance with the conditions which apply to the fare chosen. The passenger should check at the time of purchase the fare conditions which apply to the use of their ticket. The conditions for refund applicable in accordance with the fare offer chosen are set out in the Appendix on fares.

The request for a refund of the ticket covers the whole ticket. No partial refunds will be granted in relation to a ticket.

8.3 The request for a refund is made to the point of sale which issued the ticket.

Where the purchase was made on the thello.com website, a refund is made in principle by crediting the bank card used to make the initial payment within the following periods:

- if the request is made directly on the "my bookings" space available on the thello.com website, the refund will be made within 7 days of the request being made;
- if the request is made through the other forms available on the thello.com website, the refund will be made within a maximum of 1 month of the request being made.

Where the purchase was made at a Thello boutique, the request for a refund must be made at the boutique or via the contact form available on the thello.com website. The refund will be made in accordance with the payment method used.

Requests for refunds for tickets purchased through distribution channels other than Thello's direct sales channels must be made exclusively to the point of sale which issued the ticket. Thello cannot process these requests.

8.4 Threshold for the refund of a ticket

No refund will be granted if the amount of the refund payable is less than €8.

Article 8 bis – Amending the passenger's identity

Irrespective of whether or not the ticket is changeable or refundable, the identity of the passenger(s) stated on a named ticket can be amended, without additional costs, up to 20 minutes prior to the train's departure.

Chapter 3 - Fare rules and services provided

Section 1 - Transport service

Article 9 – Principles

The fares for each type of transport offered and travel class are displayed on thello.com. They are given in euros inclusive of tax.

The transport service includes the option for the passenger to travel with luggage and/or pets strictly in compliance with the descriptions set out in Title 2 relating to the General Conditions of Carriage.

Luggage is the owner's responsibility. Luggage must be managed independently by the owner, who must bring it on board, carry and store it on board Thello trains. Thello accepts no responsibility in the event of any incident relating to luggage.

For further information in the event that items are lost or found on board Thello trains, see our dedicated page:

<https://www.thello.com/nous-contacter/objet-perdu/>

The services provided for each travel class are specified on the thello.com website.

9.1. Seat allocation

9.1.1 For tickets with reservations

Passengers who reserve together may be allocated separate seats (seats/compartment /cabin and/or coach) for operational reasons or because of availability.

In the unlikely event that a child is allocated a seat which is separate from an adult with whom the child is travelling, Thello undertakes to reorganise the seats on board so that the child effectively travels with the accompanying adult.

9.1.2 For unreserved tickets

In the case of a ticket not including a reservation, the passenger may sit in any available seat. However, the passenger must immediately give up the seat in the event that a person with a reservation for this seat arrives.

Article 10 – Reductions

The person responsible for purchasing the ticket shall ensure that the conditions justifying the allocation of a reduced fare ticket are satisfied when making the purchase, irrespective of the purchase channel used.

10.1 Children's fares

Children under 4 years old (up to the eve of their fourth birthday) travel free of charge without a ticket being required, on condition that they share the seat, bed or couchette of an accompanying adult, up to a limit of 1 child under 4 years old per accompanying adult.

Children aged between 4 (from their fourth birthday) and 14 (the eve of their fifteenth birthday) must have their own seat, couchette or bed, and can benefit where applicable from the child fare for the class in which they are travelling.

Young persons after their fifteenth birthday, that is over the age of 14, on the date of travel, pay the adult fare for the class in which they are travelling.

The child's age for application of these special conditions is calculated on the date of travel.

In the event that a child is not eligible to benefit from the reduced fare purchased, the adult passenger, responsible for the child travelling without a valid ticket, shall rectify the situation (see Part II).

10.2 Group fare

To benefit from the "Group" fare, the group must be composed of a minimum of 10 passengers. The "Group" fare is not available on-line. Group bookings with a purchase option can only be requested at one of the specialist agencies, the details of which are shown on the thello.com website.

In the event that the conditions for obtaining the "Group" fare purchased are not fulfilled, the passengers will be travelling without a valid ticket and will be required to rectify their situation (see Part II).

Thello also offers a "School Group" fare to school groups on the terms set out in the Appendix.

10.3 The fare for a person accompanying a person with reduced mobility

A companion travelling with a person with reduced mobility, holding an official document confirming their reduced mobility, can benefit from a 50% reduction on the FLEXI fare.

Official evidence confirming the reduced mobility must be produced on board to enable the companion to benefit from the reduction. A companion who fails to produce such a document will be travelling without a valid ticket and will be required to rectify their situation (see Part II).

10.4 Passengers holding a subscription

On Thello daytime trains, passengers holding certain subscription passes are permitted to travel exclusively on journeys covered by their subscription without any guarantee of a seat and without the option of reserving a seat:

The customer must present the subscription on board together with a valid identity document.

The subscriptions are not valid for any other type of journey; only for the origin/destination covered by the subscription. Passengers must pay for a valid ticket for any extension they wish to make to the proposed journey.

The list of subscription passes accepted on board Thello daytime trains is displayed on the thello.com website.

There are no valid subscriptions for Thello night trains.

10.5 Other reduced fares

Thello reserves the right to create new reduced fares reserved for specific categories of passengers who must be able to prove that they are eligible for the reduction by presenting the required evidence at the time of purchase and on board the train. New fares will be added to the Appendix on fares when they are created.

If the passenger is unable to produce the evidence entitling them to the reduced fare during on-board inspections, they shall immediately pay the difference between the price actually paid and the price which should have been paid, having regard to the travel class chosen and on the basis of the On-board Fare (see definition in the Appendix).

Section 2 – Services ancillary to carriage

Article 11 – Transportation of pets

Pets are only permitted on board in accordance with the terms defined below. It is strictly prohibited to bring venomous or dangerous animals on board.

The animal travels under the entire responsibility of the passenger, who shall look after and supervise the animal and ensure that it does not disturb other passengers. The passenger will be held entirely liable for any damage caused by the animal.

Dogs must be kept on leads and muzzled.

It is strictly prohibited for animals to enter the restaurant areas.

Thello only accepts one pet per passenger on condition that the conditions set out below are adhered to.

11.1 Transportation of small pets

A pet of under 5kg may travel free of charge and without a reservation. However, the pet must travel in a bag, a basket or a standard sized cage.

The bag, basket or cage which accommodates the animal during the journey forms part of the luggage allowance described below.

11.2 Transportation of large dogs

Large dogs (weighing between 5 and 50kg) may be accepted on Thello trains subject to the following conditions:

On night trains:

- that the passenger responsible for the dog travels with the dog in a sleeper cabin and has reserved the

whole of this cabin (either individually or shared with family and/or friends);

- only one large dog is permitted per cabin;

On both daytime and night trains, the dog must be kept on a lead and muzzled.

11.3 General provisions

For everybody's well-being, passengers must check that other passengers are not disturbed by the animal's presence. If a passenger objects to the presence of the animal, a crew member will move the passenger and their animal to a different seat on the train. In this case the passenger could be downgraded to a travel class below the class which was previously purchased without Thello being liable or required to pay any compensation.

In any event, the person responsible for the animal shall purchase from the crew on board (by bank card or in cash), a specific dedicated ticket irrespective of the journey made (see thello.com for fares). The ticket can only be purchased on board the train.

The animal must not be left alone during the journey.

Dogs which do not satisfy the above criteria or are transported in circumstances which do not meet the above requirements are not permitted on Thello trains. No refund or compensation will be payable by Thello in these circumstances.

A passenger wishing to travel with a pet must inform Thello's customer services department at least 48 hours before the train's departure using the contact form.

In order to travel, animals must possess the necessary documents to enter and remain in France and Italy (and if necessary to pass through Switzerland). The person responsible for the animal must be able to present these documents when requested to do so by the crew or the competent authorities. The above conditions do not apply to guide dogs accompanying blind or partially sighted people. Guide dogs travel free of charge and without a reservation.

Article 12 - Luggage and extra luggage

Each passenger may travel with 2 suitcases measuring less than 160cm (height + length + width) including pockets, wheels and handles, and 1 item of hand luggage.

A bag, basket or cage accommodating an animal during its journey is counted as a piece of luggage and shall be included in the luggage allowance described above.

The passenger shall pay a supplement on board the train (by bank card or in cash) for each item of extra luggage, which must measure less than 160cm (height + length + width), up to a maximum of 2 items of luggage per person (the amount of the supplement is indicated on thello.com), subject to available space on board and with the agreement of the train's crew.

In order to ensure that extra luggage can be brought securely onto night trains, passengers may reserve an empty seat exclusively for their luggage up to a maximum of 2 items of luggage each measuring less than 160cm (height + length + width) including pockets, wheels and handles per empty seat reserved. **A maximum of 2 items of extra luggage per person can be carried, provided that space is available on board and in exchange for payment of a fixed supplement of €40 per excess luggage item (payable on board).**

The same procedures apply to this reservation as for reserving a seat for a person. If passenger information is requested in order to reserve this seat, information on the passenger who owns the luggage must be provided.

In any event, only luggage which is travelling with its owner may be taken on board. Where the owners of an item of luggage cannot be identified the item will automatically be destroyed.

Passengers travelling with luggage measuring more than 160cm (height + length + width) will not be allowed to board the train.

In accordance with the regulatory provisions, all luggage must clearly display details of the passenger's surname

and forename. This excludes personal effects and small items which the traveller keeps on their person.

Luggage is the owner's responsibility. Luggage must be managed independently by the owner, who must bring it on board, carry and store it on board Thello trains. Thello accepts no responsibility in the event of any incident relating to luggage.

For further information in the event that items are lost or found on board Thello trains, see our dedicated page:

<https://www.thello.com/nous-contacter/objet-perdu/>

Article 13 - Private berth in a couchette or sleeper cabin

Passengers on night trains who do not wish to share their compartment with strangers can gain private use of it by reserving all the spaces in the compartment subject to availability at the time of booking. For example, a group of 5 people who wish to reserve a compartment for their exclusive use can purchase 6 spaces, as if 6 people were travelling.

These spaces are then considered for all purposes to be occupied and are therefore subject to the same rules and rights.

If passenger information is requested in order to reserve these spaces, information relating to the group's lead passenger must be provided.

The additional space is purchased at the FLEXI fare available at the time of reservation.

TITLE 2- GENERAL CONDITIONS OF SALE OF TRENITALIA TICKETS SOLD BY THELLO

Trenitalia transport services can be purchased through the sales channels of Thello, who sells them in the name and on behalf of Trenitalia.

In this case, the terms and conditions of purchase are governed by Articles 2, 3 and 4 of Title 1, the provisions of this Title and those of Title 3 for purchases made on the thello.com website.

Conversely, the fare rules, the conditions for exchanges and refunds of tickets and all rules of carriage are set by Trenitalia. These rules are available notably on the trenitalia.com website.

The passenger or the person responsible for the purchase must ensure when ordering the ticket that the ticket reflects the information they have provided and that the passenger is entitled to any reduction which may be claimed.

The passenger cannot claim a reduction after the ticket has been purchased.

TITLE 3 - PROVISIONS RELATING TO ACCESS TO AND USE OF THE THELLO.COM WEBSITE

Minors may only use the thello.com website under the supervision and responsibility of a competent adult of full age.

Article 14 - Prior registration

A user account does not need to be created in order to reserve transport services on the thello.com website.

Article 15 - Cookies and web beacons

The thello.com website uses cookies to enable on-line purchases to be made and to optimise the website.

The data collected on the thello.com website is processed in accordance with Thello's privacy policy. When an internet user browses the thello.com website, they authorise Thello by default to store cookies on their browser. If the internet user does not wish Thello.com to store cookies on their browser, they can deactivate the cookies by

changing their browser settings or options. However, some of the pages of the thello.com website may not function correctly if this is done. Additionally, there are many sources of information on cookies and web beacons on the internet. Those who are concerned about the way they are used are therefore advised to carry out further research on the matter before deciding whether or not to accept cookies from the websites they visit.

Cookies are small data files which are sent by a website to be stored on the internet user's browser. They enable data on visits and visitors to the website to be stored temporarily. Every time the internet user returns to the same website, the data from their previous visit is retrieved. Cookies do not generate or transmit viruses. **Certain cookies are essential for use of the website and help to make a website usable by activating basic functions such as page browsing and access to the website's secure areas (therefore, the website cannot function correctly without these cookies). The storage period for data collected via these cookies may not exceed 13 months. Cookies which are strictly necessary for the provision of a service expressly requested by the user are excluded from the prior request for the user's consent.**

Cookies optimise the use of the website by:

- displaying the relevant browsing settings for the user;
- retrieving the user's preferences (country, language etc.);
- fixing bugs or enabling useful data to be retrieved swiftly.

The majority of internet browsers accept cookies by default. However, internet browsers can be configured to refuse cookies or to create an alert if cookies are sent. It is important to emphasise that there is a risk that some of the website's functions may not operate correctly if the browser used does not accept cookies.

"Web beacons" and "Clear GIFs":

Thello gathers anonymous data on the use of the website which it shares with one or more external web analytics companies to enable statistics to be produced. Some of the pages visited on the website therefore contain electronic images in the code of the web page called "pixel tag" (also "invisible GIF" or "web beacon") which function similarly to cookies. Web beacons are used to analyse the traffic from one page to another to optimise internet traffic flows. Advertising service providers external to the website may also use web beacons to identify internet users when they visit the website and to find out how they discovered it.

Other audience measurement cookies known as statistical cookies help the website owners to understand how visitors interact with the website, via the anonymous collection and communication of information.

For these cookies, it is therefore necessary to obtain your prior consent to data collection. You may at any time object to your data being re-used for marketing purposes. Security measures must be implemented to avoid such data being damaged, corrupted or accessed by unauthorised third parties.

The data collected on the thello.com website is processed in accordance with Thello's privacy policy. When an internet user browses the thello.com website, they authorise Thello by default to store cookies on their browser. **The majority of internet browsers accept cookies by default. However, internet browsers can be configured to refuse cookies or to create an alert if cookies are sent.** If the internet user does not want thello.com to store cookies on their browser, they can deactivate the cookies by changing their browser settings or options. However, some pages of the thello.com website may not function correctly in this case.

There are many sources of information on cookies and web beacons on the internet. Those who are concerned about the way they are used are advised to carry out further research on the matter before deciding whether or not to accept cookies on the websites they visit.

Thello does not guarantee that the thello.com website is free of any anomalies or errors. If anomalies or errors occur, Thello does not guarantee that they can be rectified or that the website will function without any interruption or outage.

By placing the order, the user confirms that they are aware of and accept the characteristics and limitations of the internet, particularly its technical performance, the response time for viewing, searching for or transferring data and the risks relating to security of the communications, connection and the transmission of data over the internet, notably when executing payment transactions.

Consequently Thello shall not in any circumstances be held liable for any direct or indirect damage caused by use of the thello.com website and notably:

- for faults in any receiving equipment or in the lines of communication;
- for routing or downloading problems and/or the loss of any electronic mail and, in general, any problems causing any data to be lost;
- for the consequences of any virus, anomaly or technical fault;
- for any other malfunction of the internet and any technical, hardware or software fault of any kind preventing the order being processed correctly.

Article 16 - Intellectual property

The www.thello.com website is owned by Thello. Thello owns all the intellectual and industrial property rights relating to the website or holds the use rights over all accessible elements (text, images, photos, graphics, graphic style, databases, icons, sound, software).

Access to the website does not give the user any rights over the intellectual property rights relating to the website which remain the exclusive property of Thello.

The user therefore cannot reproduce, represent, adapt, translate, partially or completely modify on any medium whatsoever, by any means whatsoever, or use, distribute, sell in any way whatsoever all or part of the thello.com website without the prior written agreement of Thello. Proceedings, notably for infringement, may be brought by Thello in relation to any use for any purpose whatsoever which has not been authorised in advance by Thello.

Article 17 - Hypertext links

Links to websites managed by third parties are published to assist the user in finding information and to improve the content of the thello.com website.

Thello shall not be held liable for the data, content, products and/or services offered by such websites or for their availability or privacy policy. Thello shall not be held liable in relation to any agreement entered into on any such third-party website.

Article 18 – Protection of personal data

In accordance with the Data Protection Act of 6 January 1978 (referred to in the remainder of this Article as “the Act”), and with the General Data Protection Regulation No 2016/679 of 27 April 2016, the user is informed that their personal data and data relating to the passenger(s) entered when the order is made will primarily be processed (i) to carry out bookings and operations relating to management of the client relationship (request for information, claim, etc.) (ii) to provide specific services in relation to the transport service, (iii) for prospecting, loyalty, and to compile and provide marketing information (iv) to undertake statistical studies and (v) to manage requests in relation to the right of access, correction and objection. It may also be used for international services in order to facilitate the completion of administrative formalities relating to

immigration and entry into the country, and generally to prevent non-payment and combat fraud, and to ensure the safety and security of trains.

The passenger is informed that any incident occurring during the Contract of Carriage, notably which may affect the safety or security of a train, may be subject to computerised recording.

The user is informed and accepts that Thello may be required to record data when providing certain specific ancillary services (assistance, etc.), which may fall under Article 8 of the Act. This data will be used exclusively for the specific ancillary services requested by the passenger.

The data collected may be communicated to Thello's authorised personnel, its partners or its service providers, strictly for the purpose of fulfilling all or part of the above purposes.

Pursuant to the laws and regulations applicable in France and at an international level, Thello is also sometimes required to supply personal data to French or foreign competent public authorities (customs, immigration etc.), in particular for the purpose of preventing and combating terrorism or other serious crimes.

Some of the above-mentioned recipients may be based outside the European Union and may have access to all or part of the personal data collected by Thello (surname, forename, passport number, journey details etc.), for the sole purpose of performing the Contract of Carriage correctly or as a result of a specific statutory authorisation. Data transfers outside the European Union are made in accordance with the terms of Articles 68 et seq of the Act.

Subject to the legislation in force, Thello reserves the right to use passenger data under the conditions and exclusively for the purposes stipulated in this Article.

If the law so requires, the data will only be used by Thello for commercial prospecting purposes if the user has agreed to such use when disclosing their personal data. The user's express consent is required for the data concerning him or her to be used for such purposes.

With regard to the partners' commercial proposals which we communicate to users, Thello undertakes not to make any data transfer.

Your personal data is collected for the period strictly required for the purpose for which it was collected to be fulfilled.

Additionally, according to the statutory provisions, where no contact has been made for 3 years, your data will be deleted, except for your data which is essential for the management of statutory and regulatory requirements.

In accordance with the above Act, the website www.thello.com is registered with the French Data Protection Authority (CNIL) under number 156 17 07.

Each passenger has a right of access and correction in relation to their personal data, and a right to portability of the data. The passenger(s) has(have) a right to object, for legitimate reasons, to the processing and use of the data. **These rights may be exercised directly with Thello via the contact form provided on the website www.thello.com or by sending an email to dpo@thello.com or by letter sent by post to the following address:**

**Thello - Data protection officer
B.P. N° 10308
75563 PARIS CEDEX 12
France**

It is specified that certain personal data must be collected to enable the booking to be made and for the Contract of Carriage to be drawn up. The passenger can of course exercise their right to object to the collection and processing of this data but should be aware that

taking this step could result in cancellation of the journey or prevent them accessing certain specific ancillary services requested (assistance etc.). It should also be noted that in accordance with the laws and regulations which apply in France and at an international level, the failure to disclose certain data or the inaccuracy of certain data may result in a decision to refuse boarding or entry into a foreign country, for which Thello cannot be held liable.

PART 2 - General Conditions of Carriage

These General Conditions of Carriage are issued in accordance with Regulation (EC) No 1371/2007 on the rights and obligations of rail passengers (hereinafter the "Passengers' Regulation") and any relevant French laws.

If there is any inconsistency between these Conditions of Carriage and the compulsory requirements imposed by the Passengers' Regulation, the provisions of the latter shall prevail.

If there is any inconsistency between the provisions of these Conditions of Carriage, the provision which is most favourable to the passenger shall apply.

The General Conditions of Carriage establish the conditions for performing the transport service and the rights and duties of Thello and the passenger.

Chapter 1 – Validity of the ticket

As a reminder: the concepts of Contract of Carriage and ticket are defined in the introduction to these General Conditions of Sale and Carriage.

The conditions of sale of Thello transport services and the conditions for cancellation and refund of the ticket are set out in Title 1 “General Conditions of Sale” above.

Article 1 - General matters

1.1 A Thello ticket with a reservation is only valid for the journey booked on the date and time, on the train and for the class and the seat shown.

1.2 All passengers must hold a valid ticket and any document required in support of their fare in accordance with these General Conditions.

For the purposes of the “Ticketless” system, the reservation reference and the seat and coach numbers are required to board any Thello train.

All tickets are strictly nominative. The passenger is required to present a document confirming his or her identity when asked to do so by the on-board crew, so that they can check that it matches the identity shown on the ticket. A passenger who cannot prove his or her identity will be refused access to the train or asked to leave the train even if they have a valid ticket.

The list of the only valid identity documents is laid down by ministerial decree. They are :

- a valid identity card or passport,
- any of the residency documents issued in accordance with the Code for the entry and residency of foreigners or the right of asylum which is valid.

Article 2 - Buying a ticket on board in accordance with on-board fare conditions

Any passenger who cannot prove that they have purchased a ticket before the train's departure must inform the on-board crew promptly that they do not have a ticket either before boarding the train or within minutes of the train's departure from the station where they boarded the train, in order to rectify their situation in accordance with the on-board fare conditions.

If these steps are not taken promptly, the passenger will be considered, when ticket inspection takes place, to be travelling without a valid ticket.

Article 3 - Seat allocation

3.1 If the ticket includes a reservation, each passenger shall occupy the seat, the couchette in the compartment or the bed in the sleeper cabin allocated to them unless a change has been requested and expressly authorised by a member of Thello's on-board crew.

The on-board crew may require passengers to move seat for exceptional operational reasons.

A passenger(s) who has(have) purchased additional seats in order obtain private use of a compartment will be entitled to occupy all of these seats, which therefore cannot be resold on board. However, these seats may be allocated to other passengers if exceptional operational requirements arise during the journey.

3.2 In the case of a ticket not including a reservation, the passenger may sit in any available seat. The passenger must immediately give up the seat where a person with a reservation for this seat arrives.

Article 4 – Transferability of the ticket

The ticket is transferable provided that the journey has not commenced and that any special conditions as to use are complied with. **All tickets are strictly nominative.** The identity of the passenger(s) may be changed up to 20 minutes before the train's departure.

Chapter 2 – Ticket inspection and procedures where a passenger is travelling without a valid ticket

Article 5 – Travelling without a valid ticket

Any passenger who cannot present a valid ticket to a ticket inspector shall be deemed to be travelling without a valid ticket. The following in particular are not considered to be valid:

- a ticket which is not valid for the train boarded by the passenger;
- a ticket for which the passenger is unable to prove that they are entitled to the reduced price.

A passenger is also travelling without a valid ticket if they:

- Do not have a ticket or are travelling on a section for which they do not have a ticket (in particular where the passenger starts their journey prior to the departure station shown on their reservation or continues it after the destination station shown on their reservation);
- Are travelling with a named ticket where the identity referred to on the ticket does not match that of the identity document;
- Are travelling with a named ticket but cannot prove their identity.

Article 6 - Inspections and fixed fines

6.1 Offence relating to a fare

In accordance with the provisions of decree 2016- 541 it is an offence to board a train without a valid ticket.

In accordance with the provisions of the Criminal Procedure Code and the above-mentioned decree, the criminal proceedings are extinguished where settlement is reached between Thello and the offender.

At the time of inspection, a passenger travelling without a valid ticket has the option of rectifying the situation by immediately paying a fixed fine, by way of settlement, in addition to any shortfall.

Any shortfall means (1) the price of the on-board ticket (see definition in the Appendix) or (2) the difference between the fare paid and the fare which should actually have been paid, having regard to the travel class chosen (the difference being calculated on the basis of the on-board ticket price).

Where settlement is paid immediately at the time when the offence is established, a receipt will be issued.

The amount of the fixed fine is €35. The fixed fine is payable per passenger.

If the passenger cannot or will not pay the amount sought from them on the spot, Thello's on-board crew will draw up an offence report.

The offence report does not constitute a ticket. The passenger will be invited to leave the train at the next station stop.

6.2 Offence not relating to fares

In the course of performing their duties, certified and approved agents may also draw up reports on offences not relating to fares. The amount of the fixed fines for offences under railway transport policy is shown in Appendix 3.

6.3 The traveller shall have the period stipulated by law to pay the amount of the settlement which includes:

- any shortfall,
- the fixed fine,
- and handling costs, in accordance with the legal provisions in force;

or to send an objection supported by reasons to Thello in accordance with the procedures specified on the thello.com website or by writing to the following address: Thello - Appeals Department, BP No 10308, 75563 Paris Cedex 12.

When checking the existence and validity of passengers' tickets, certified inspection personnel approved by the State Prosecutor are authorised to take down the offender's identity and address. If the passenger fails to cooperate when his or her identity is taken down to enable the offence report to be drawn up, the inspection staff may seek the assistance of a police officer.

If the offender refuses or is unable to prove his or her identity, the certified and approved inspection staff will immediately report this to any competent police officer who may then order the offender to appear immediately, or hold the offender for the time required for the police officer to arrive.

If the payment is not made within the statutory deadline given and no objection has been raised, the report is sent to the public prosecutor and the offender will automatically owe an increased fixed fine which will be collected by the Treasury in accordance with the provisions of the Criminal Procedure Code.

6bis - Inspections carried out on Italian territory

In the event that the violations referred to in Article 5 are identified on Italian territory, an offence report will be drawn up in relation to any passenger who refuses to rectify their situation on board.

Passengers without tickets must pay an amount equal to the cost of the on-board ticket plus a €50 penalty fare, within the time limits stipulated by Italian law.

If the passenger has a ticket which is not valid, they will owe an amount equal to the adjustment payable for the service and an amount of €8 by way of a penalty fare.

If payment is not made within the period stipulated in the report, the passenger will be charged additional costs and the sums owed will be collected through legal channels.

Chapter 3 - Accessibility and assistance for disabled persons and persons with reduced mobility

Article 7 – Accessibility

7.1 Access to night trains

Thello night trains are accessible to persons with reduced mobility. However, the technical features of the coaches used limit access for passengers in wheelchairs.

The dimensions of the coaches on Thello night trains do not allow for wheelchairs to be moved around on board. To enable all persons to check the manoeuvrability of their equipment, the table below shows the relevant dimensions of the Thello night train coaches.

	Couchette coach	Sleeper coach
External door width	61cm	66cm
Width of access corridor to compartments or cabins	56cm	52cm
Width of access door to compartments or cabins	50cm	53cm
Width of WC door	51cm	49cm

Only foldable wheelchairs can be taken on board, as an item of luggage, but without being considered excess luggage.

7.2 Access to daytime trains

Thello daytime trains are accessible to passengers with reduced mobility. Two seats are reserved for the use of passengers using a wheelchair.

To reserve a seat for a passenger who is a wheelchair user, subject to the availability of a seat, the passenger should make a request using the contact form available on the thello.com website or by telephone on +33 1 83 82 00 00, or at the point of sale where the ticket is purchased. If the passenger does not indicate that a seat for a wheelchair user is required at least 48 hours before the train departs, the passenger may be refused access to the train.

Article 8 - Assistance

A disabled or mobility reduced person can request special assistance, at both the station of departure and arrival, between the station and the allocated coach (when boarding and leaving the train). No subsequent assistance is provided in relation to movements on board the train. Passengers must be able to move around on the train either independently or with the help of a person accompanying them.

To request assistance at the station, the passenger should lodge a specific request when booking the journey or at least 48 hours before the journey, either using the contact form available on the thello.com website or by telephone on +33 1 83 82 00 00, or at the point of sale where the ticket is purchased.

Assistance services between the station and the allocated coach are carried out on behalf of Thello by Gare et Connexions in France and Trenitalia in Italy.

Chapter 4 – General principle in relation to information and assistance

Article 9 - Information and assistance if the train is delayed

9.1 If a train is late on departure or arrival, as far as possible Thello will immediately inform passengers once it has itself become aware of developments in the situation.

Thello will confirm the cancellation or the delay of the train, where a passenger so requests.

9.2 Where the train is expected to arrive with an estimated delay of 60 minutes or more, Thello will take all proportionate measures that may reasonably be required to improve the situation for passengers. If justified by the waiting time, these measures may include the distribution of drinks and meals and, where interruption to the journey so requires, an offer of accommodation.

In any event, in relation to the night train service for which the journey time exceeds 7 hours, it is reasonable to consider that all passengers on Thello trains will have planned to eat just before or during the journey. Thello therefore undertakes to distribute drinks and meals only for periods when passengers could not have anticipated being on the train or if the journey continues beyond the scheduled time of arrival.

Particular attention will be given to persons with reduced mobility.

Article 10 – Facilitating customs procedures for international journeys by night train.

10.1 In order to maintain the comfort of passengers and so far as possible to avoid waking passengers up during the journey for the purposes of customs controls, when passengers board the train Thello's on-board crew will collect the identity card(s) or passport(s) associated with each reservation reference or more generally any document required to enter and stay in France and Italy and to pass through Switzerland, for the sole purpose of enabling the competent authorities to carry out their statutory controls.

Documents must be handed voluntarily by the passenger to the on-board crew. Thello will return them the next morning before arriving at the passengers' destination. Passengers must be available to the crew in the coach in which they have travelled at least 30 minutes before arriving at the destination station to have their identity documents returned to them.

If for any reason the documents are not returned on board, the passenger must nevertheless leave the train at the stop selected when the booking was made. **Any identity document found on board a Thello train will be left, depending on the train's destination terminus, at the station police office in Italy.**

For matters relating to such identity document, the passenger shall communicate their details and the type of identity document lost either directly to the crew or via the contact form available on [thello.com](https://www.thello.com). This form will be filed at the departments of Thello.

For items lost and/or found on board Thello trains, the passenger will find all necessary information on our dedicated page:

<https://www.thello.com/nous-contacter/objet-perdu/>

10.2 If the passenger refuses to give the documents required for the customs controls to Thello's personnel, the passenger undertakes to remain outside his or her cabin or compartment until after the customs controls, to avoid disturbing the other passengers. The passenger must make him/herself available to these authorities and to the crew.

10.3 Thello shall not in any circumstances be liable for the consequences of any decision taken by the competent authorities concerning the passenger, notably the refusal to allow entry to the country requiring the passenger to leave the train.

Chapter 5 - The passenger's obligations

Article 11 – Before the train departs

11.1 The passenger shall check that the ticket conforms to their requirements when it is purchased. The passenger shall pay the fare before the journey. Only passengers possessing valid tickets will be allowed on board the Thello train concerned. In default, a passenger will be considered to be travelling without a valid ticket, and will be expected to rectify this situation in accordance with the above provisions.

11.2 If the passenger benefits from a reduced fare, they (or the adult responsible for the minor) must be ready to provide Thello's on-board staff with the required evidence to support the reduced fare being applied, and to demonstrate that it is valid. If the passenger does not present him or herself promptly to the on-board crew, the passenger will be considered to be travelling without a valid ticket and will be obliged to rectify the situation, in compliance with the above provisions.

11.3 The passenger must comply with the Conditions of Carriage as specified when the purchase was made, in particular by going to the correct station of departure, boarding the train indicated and leaving at the destination station indicated.

Thello shall not be held liable for any detrimental consequences suffered by the passenger resulting from the fact that the passenger went to the wrong station, left the train at the wrong station or got on the wrong train, unless this error is due to Thello's fault or negligence.

11.4 Passengers must allow sufficient time when arriving at the station of departure. In terminus stations, Thello does not guarantee that passengers will be able to access the train less than 3 minutes before departure. At intermediate stations, access to the train is not guaranteed less than 1 minute before departure. The passenger will not be entitled to a refund or compensation if access is refused in these circumstances.

11.5 The passenger shall be accountable for obtaining all the documents (in particular a valid identity card or passport), visas and special permits required, where necessary, for their journey (stay in France and Italy, passing through Switzerland) and, where necessary, the journey of minor children and/or passengers for whom they are responsible and/or of the pets travelling with them, and shall be responsible for complying with the legislation applicable in the States (of departure, destination and transit) and with Thello's instructions.

Thello shall not be held liable for the consequences affecting the passenger in the event of failure to comply with these obligations.

If the passenger is prohibited from leaving or entering a country Thello will not refund the ticket in question either fully or partially.

Article 12 - The passenger's conduct

12.1 The passenger shall comply with the instructions given by Thello's on-board crew.

The passenger must be able to provide evidence to the on-board crew of their ticket and identity and those of the passengers for whom they are responsible.

12.2 The passenger must behave in a civil and courteous manner with regard to the other passengers and the on-board crew.

Passengers are prohibited from soiling or damaging the equipment, removing or damaging labels, maps, notices or inscriptions affixed to trains, preventing the doors shutting, opening doors after the signal for departure and whilst the train is moving or before the train has stopped completely, or using the alarm without a valid reason.

Passengers are also asked to respect the peace of other passengers by restricting all noise disturbance especially during night-time hours.

Passengers must always be suitably dressed when moving around the train but also inside their cabin or compartment, particularly when they are sharing it with other passengers who are strangers to them.

Smoking is banned throughout the train, even with the consent of the other passengers.

In accordance with the provisions of decree No 2016-541 this conduct constitutes infringement of railway transport policy sanctioned by way of offences which can be established by Thello's certified agents.

In accordance with the provisions of the Criminal Procedure Code, the criminal proceedings are extinguished where settlement is reached between Thello and the offender for the fixed amount set out in Appendix 3.

12.3 The passenger must comply with customs formalities and those of any other competent administrative authority.

12.4 Minors or persons of full age under guardianship fall under the exclusive responsibility of their parents or guardians or of any adult assigned to take care of them. Such parties are responsible for checking that they are

able to undertake the proposed journey in complete safety. Thello advises parents and guardians not to leave minors under 16 or adults under guardianship alone and to ensure that they are accompanied by a responsible adult passenger when they are moving around the train.

12.5 Passengers shall ensure that the luggage and pets they bring with them are compliant with the requirements stipulated in the following chapter. Passengers are considered to be responsible for luggage and pets. They shall ensure that luggage and pets brought with them do not impede movement along the aisles. Luggage must be placed in the luggage areas reserved for this purpose.

A passenger who brings luggage and animals onto Thello trains is solely responsible for looking after them and is exclusively liable for them throughout the journey.

Thello does not offer a luggage registration service. Luggage is permitted on board when the passengers' surname and forename are shown visibly and must be looked after by the owner, who shall be responsible for it. Thello does not look after luggage and shall not be held liable for any loss or damage.

The passenger is responsible for the risk of loss, damage and theft in relation to luggage unless Thello is proved to be at fault.

12.6 It is prohibited to take videos and/or photographs on board trains except where they are of a personal nature.

12.7 If the passenger fails to comply with the terms of this Article, Thello may be required to take any suitable measures which are reasonably necessary, in accordance with the legal and regulatory provisions. Accordingly, Thello may order the passenger to leave the train and/or take coercive measures to cause them to do so.

In particular, Thello reserves the right to refuse any passenger access to the train or to remove any passenger from the train, during the journey and at the next commercial or non-commercial stop where he or she:

- is a threat to the safety and smooth running of the service or to the safety of other passengers, him/herself or the train crew;
- inconveniences other passengers in a manner which is intolerable;
- does not possess a valid ticket;
- does not possess a valid identity card or passport.

The passenger is not entitled to have the ticket refunded, or to any compensation in any of these cases.

12.8 If the passenger does not comply with the provisions of this Article or commits an offence or reprehensible act on board the train, Thello reserves the right to bring legal proceedings against the passenger.

Chapter 6 - Luggage and animals permitted on board

Article 13 - Luggage

13.1 The passenger is permitted to take, free of charge, up to 2 suitcases or travel bags in each case measuring less than 160cm (height + length + width) including pockets, wheels and handles plus 1 hand luggage bag, provided that the passenger can carry such luggage easily on their own.

The transportation of extra luggage is set out in Title 1, Article 12.

In any event, only luggage which is travelling with its owner may be taken on board. Luggage of which the owners cannot be identified on board will automatically be destroyed.

All luggage on board must be able to be identified as belonging to a passenger. Luggage must be labelled. The labels must show the passenger's surname and forename visibly.

Thello reserves the right to refuse to permit on board any luggage or passengers failing to comply with these rules, without any entitlement to a refund arising.

Refused luggage and/or items cannot be left with Thello.

13.2. Items and materials which are not permitted on trains

It is prohibited to bring the following property on board Thello trains:

- perishable foodstuffs liable to deteriorate during the journey;
- foodstuffs emitting unpleasant odours, for the comfort of other passengers;
- bicycles which are not transported in bags of the following dimensions:
 - o for daytime trains: max 80 x 110 x 40cm,
 - o for night trains: less than 160cm (height + length + width) including pockets, wheels and handles;
- surfboards, windsurfers or skis;
- dangerous products (chemicals, etc), weapons, explosives or inflammable liquids;
- products which are illegal according to the laws of the countries the train passes through (France, Switzerland and Italy).
- **bicycles or scooters except for bicycles or scooters which have been dismantled and placed in travel bags measuring less than 160cm (height + length + width), including pockets, wheels and handles. Each bag will then count as an item of luggage and form part of the luggage allowance described above. Larger travel bags are strictly prohibited on board.**

Passengers are liable for their personal belongings (luggage, bicycles, scooters, etc.) throughout the journey notably in the event of damage to any part of the coach (floor, seat, etc.).

As regards electrical appliances, (bicycles, scooters, computers, etc.) passengers must comply with the following rules:

- Ensure that electrical equipment is completely switched off and protected individually;
- Inform the train attendant in the event that a battery overheats (computer, telephone, bicycles, scooter, etc.).

Thello accepts no liability in the event of loss or theft of luggage or of any items the passenger brings on board.

Thello reserves the right to refuse to permit on board any luggage or passengers failing to comply with these rules, without any entitlement to a refund arising.

Thello reserves the right to visually inspect bags in the presence of the passenger who owns them, and where applicable may refuse to carry or continue to carry a bag containing items banned from carriage, without the passenger being entitled to any compensation.

The passenger confirms that they are fully aware of the contents of each of their items of luggage.

Thello reserves the right to inspect the content of bags, in the presence of the passenger who owns them, and where applicable can refuse to carry or continue to carry a bag containing items banned from carriage, without the passenger being entitled to any compensation.

Refused luggage and/or items cannot be left with Thello.

Article 14 – Pets permitted on board

14.1 Any passenger is permitted to bring a pet with them.

Small animals (such as dogs or cats under 5kg) travel free of charge and without a reservation in accordance with the conditions stipulated in Title 1.

Large dogs may also be permitted on board in accordance with the conditions stipulated in Title 1 providing that a ticket is bought for the animal. Price list available at Thello.com.

14.2 The passenger shall check that other passengers are not inconvenienced by the animal's presence. If any

of the passengers objects to the presence of the animal, the passenger in charge of the animal and their luggage will be moved to another seat. In this case the passenger could be downgraded to a travel class below the class which was previously reserved without Thello being liable or required to pay any compensation.

14.3 The above conditions do not apply to guide dogs accompanying blind or partially sighted people. Guide dogs travel free of charge and without a reservation.

14.4 Dangerous or venomous animals or animals outside the above categories are prohibited from boarding.

14.5 Dogs must be kept on leads and muzzled in the communal areas. It is strictly prohibited for animals to enter the restaurant areas.

14.6 Non-compliance with the above conditions will lead to the animal being prohibited from boarding the Thello train, or required to be removed from the train, without any compensation being payable to the passenger.

Article 15- Lost and found policy

For all items lost at any of the French stations served by Thello trains or for all items lost on board Thello trains with a destination in France or on French territory, the passenger is required to report the loss on-line or to one of the SNCF station lost and found offices. For further information on the lost and found policy, see our dedicated page: <https://www.thello.com/nous-contacter/objet-perdu/>

Chapter 7 - Thello's liability

Section 1 - Liability in the event of personal injury to individuals

Article 16 – Principles

Liability for death or personal injury to passengers during performance of the transport services is as follows:

- Thello is liable for operating the transport service provided on the French network;
- Thello and Trenitalia are jointly and severally liable to passengers on the Italian network and,
- Thello and the CFF are jointly and severally liable to passengers for operation of the service on the Swiss network.

The liability of carriers is governed by the European Regulation 2007-1371 on the rights and obligations of rail passengers.

16.1 Damages payable to the passenger or their beneficiaries as a result of personal injury caused by an accident in relation to rail operations occurring while the passenger is on board a Thello train - from when they board the train to the time when they leave it - are calculated and awarded in accordance with the provisions of Articles 27 et seq. of Appendix 1 of Regulation No 1371/2007.

16.2 Thello will pay the passenger or the passenger's beneficiaries directly, as quickly as possible and at latest within 15 days from identification of the passenger entitled to compensation, the advance required to cover their immediate financial needs, which will be proportionate to the loss suffered. This advance is not an admission of liability. It will be deducted from any sums subsequently paid as damages. It will be refunded to Thello in the event that the loss suffered was caused by the negligence or the fault of the passenger or if the recipient of the advance is not the person entitled to it.

16.3 Thello will use its best endeavours to assist the passenger in any action for liability brought against a third party, even if its own liability is contested, and to the extent that this is compatible with protection of its interests.

16.4 Thello and/or its partners are discharged from any liability:

- if the accident was caused by circumstances unrelated to the rail operations of Thello, which Thello could not avoid, despite it having taken the

requisite care in the particular circumstances, and the consequences of which it could not prevent;

- to the extent that the accident is caused by the passenger's negligence;
- if the accident is caused by the conduct of a third party which Thello could not avoid despite it having taken the requisite care in the particular circumstances and the consequences of which it could not prevent; another company using the same rail infrastructure is not considered to be a third party; the right to appeal is not affected.

Section 2 – Liability in the event of damage to luggage and animals transported

Article 17 - In the event of material damage sustained by the passenger

Thello is liable for the loss resulting from total or partial loss of or damage to luggage or animals with which the passenger is travelling, and which the passenger is responsible for looking after in accordance with the Contract of Carriage, solely if such loss is caused by the negligence of Thello. Where the passenger can prove that this is the case, Thello shall pay compensation to the passenger in accordance with the provisions of Regulation 1371/2007.

Thello shall not in any circumstances be liable to the passenger for damage connected to customs procedures or operations undertaken by other competent administrative authorities.

Section 3 – Liability for failure to adhere to the timetables

Article 18 - Refunds for delays or cancellations announced

In the event of a cancellation or delay relating to an incoming train which Thello can reasonably estimate, from experience, at over 60 minutes, the passenger can immediately choose between either:

- Cancelling the journey:

In this case, Thello will offer to refund the fare for the journey or the portion of the journey which has not been performed and/or the portion of the journey which has already been made if the passenger provides evidence to show that the journey is no longer suitable, together with, if appropriate, a return journey to the initial point of departure as quickly as possible.

The request for a refund and the conditions for any refund made are as stipulated in section 4;

- or continuing the journey (or re-routing) to the final destination under comparable transport conditions as quickly as possible. The passenger acknowledges that having regard to the nature of the journey undertaken, which is a long international journey, coach transport is the comparable replacement means of transport.

If the passenger decides to abandon the journey, they will lose the right to travel on the train affected by the delay or on any other substitute means of transport chartered by Thello. If the passenger nevertheless decides to board the train, after expressly cancelling the journey, the passenger shall then be considered to be travelling without a valid ticket because they do not have such a ticket.

Article 19 - Compensation for a delay

19.1 If the delay does not result in a refund being paid for a cancelled journey, Thello will indemnify the passenger in accordance with the Passenger's Regulation as follows:

- 25% of the fare for a delay of between 60 and 119 minutes;
- 50% of the fare for a delay of 120 minutes or more.

For delays of over 60 minutes, Thello will take all possible measures to provide assistance in accordance with the principles set out in chapter 8.

19.2 Minimum compensation threshold

No compensation shall be payable for amounts of €4 or less.

19.3 If the journey is suspended due to a cancellation or delay or if continuation of the journey cannot reasonably be expected in the circumstances, Thello will also refund the reasonable costs of informing the people waiting for the passenger at the destination, upon presentation of relevant evidence and when necessary, will:

- Arrange suitable accommodation or
- repay, upon presentation of the **relevant original evidence, the reasonable accommodation costs incurred in the maximum amount of €120 per room and €20 per person per meal.**

19.4 The passenger acknowledges that any compensation paid in accordance with this article shall cover all losses caused by the delayed train.

Article 20 – Exemption from liability in the event of failure to adhere to the timetables

The passenger is not entitled to any compensation under this section 3 if they were informed of the train's delay before purchasing the ticket or if the delay is less than 60 minutes.

Article 21 - Refund policy in the event of a downgrade

21.1 If the reserved travel class is unavailable for technical reasons on the date of travel, passengers will be offered travel in an available travel class.

If the passenger is downgraded into a lower travel class, the passenger may:

- agree to travel in this lower travel class. The passenger can request a refund of the difference in fare between the reserved travel class and travel class which the passenger travelled in, in the same fare category;
- cancel the journey and obtain a total refund of the fare paid.

21.2 The passenger acknowledges that the refund paid under this Article covers all losses caused by the downgrade.

Section 4 – Conditions for and processing of claims

Article 22 - Claims in the event of personal injury to individuals

Claims relating to personal injury shall be sent in writing to the carrier providing the transport service at the time of the accident, that is Thello if the accident took place in France and Thello and/or Trenitalia if the accident took place on the Italian side and/or CFF in Switzerland, within a period of 12 months from the time when the claimant became aware of the injury. To be admissible, the claim must include a report by the on-board crew and medical certificates certifying the injury.

Article 23 - Other claims

23.1 Other claims resulting from performance of the Contract of Carriage, notably in the event of delayed trains, shall be sent to Thello or Trenitalia. To be admissible, the claim for compensation must be lodged within 60 days from the date of occurrence of the generating event.

Claims may be lodged with the company from which the ticket was purchased, with Trenitalia or directly with Thello.

Claims not lodged directly with Thello are generally subsequently sent to Thello for processing; this is the case for complaints made to Trenitalia in particular.

Claims may be sent directly to Thello on-line, using the form available on thello.com, or by registered letter to the address Thello - Customer Service Department, B.P. No 10308, 75563 PARIS CEDEX 12, France.

For bookings made on Thello.com, the claim must include the reason for the request and the PNR (Passenger Name Record) booking number.

If the passenger holds a Trenitalia ticket (excluding all-inclusive package holidays) or a ticket booked through the Thello Boutique, the claim must include the reasons for the request, a copy of the ticket and the details of the account to which any compensation should be paid to as follows:

For a PayPal account: the recipient's email address.

For a European bank account: Bank details form (RIB) or IBAN code + SWIFT code + name of bank + surname and forename of the account holder.

For a non-European bank account: ABA/routing number (USA) + SWIFT + account number + name and address of bank + surname and forename and address of the account holder.

In all other cases including all-inclusive package holidays, claimants are asked to follow the instructions of the sales outlet which issued the ticket.

If the ticket held by the passenger is a cardboard ticket, the original ticket **must** be provided to Thello in order for compensation to be awarded.

Depending on the nature of the claim, Thello reserves the right to ask for additional documentary evidence.

Claims will not be processed in Thello Boutiques, or by telephone.

Filing a claim does not automatically provide entitlement to compensation.

23.2 Thello undertakes to reply within a month from the date the compensation request is lodged in the event of delay, on condition that the person filing the claim provides complete and accurate information.

For any other complaints filed, the compensation request is processed within a period of no more than 3 months from the date when the claim is lodged on condition that the person filing the claim provides complete and accurate information or swiftly provides any missing information.

23.3 The compensation in the event of delay covers the unit price of a ticket: the compensation for round-trip tickets is calculated on the unit price of the journey (outward or return) affected by the delay.

The amount of the compensation owed by Thello is paid by re-crediting the bank card which was used to pay for the booking for purchases made on thello.com. In other cases the payment is made in principal by bank transfer or to the PayPal account. Other methods of payment may be used.

Chapter 8 - Mediation, claims and national body responsible for application of the "Passengers' Regulation"; legal proceedings

Article 24 - Mediation

Thello provides a free mediation service for customers with an unresolved dispute concerning a train journey.

This procedure can be used after all appeals to Thello have been exhausted.

The mediation procedure is provided by the **Tourism and Holiday mediator (Médiateur Tourisme et Voyage "MTV")**, an entity external to the company which reconsiders the claim completely independently.

The referral to the mediator must be made within a year of the written claim made by the dissatisfied passenger to Thello.

The referral is made by sending a dispute form and all the relevant documents to the following address:

MTV Mediation Tourisme Voyage BP 80 303, 75 823 Paris Cedex 17.

Further information on mediation is available on the website <http://www.mtv.travel/>

Article 25 - Application of the "Passengers' Regulation"

As previously stated, the Contract of Carriage is governed by the Passengers' Regulation (Regulation (EC) No 1371/2007),

The passenger may lodge a claim with the **Direction Générale de la Concurrence, de la Consommation et de la Répression des fraudes (DGCCRF)** (the Directorate General for Competition, Consumer Affairs and Fraud Prevention), which is authorised to check that Thello complies with the provisions of this Regulation.

More information is available on the DGCCRF website: <http://www.economie.gouv.fr/dgccrf/dgccrf>.

Article 26: Entities against which legal proceedings can be brought

Legal action founded on the carrier's liability in the event of the passenger's personal injury can be brought in writing against the carrier who was providing the part of the transport service when the accident occurred i.e.:

- against Thello if the accident occurred on the French rail network,
- against Thello and/or Trenitalia if the accident occurred on the Italian rail network,
- against Thello and/or CFF if the accident occurred on the Swiss network

Legal proceedings for a refund and compensation for a delay or other legal proceedings based on the Contract of Carriage can be bought exclusively against Thello.

Article 27 - Limitation period for liability claims

The limitation period for personal injury claims against Thello is 3 years and 1 year for other claims resulting from the Contract of Carriage.

Article 28 - Applicable law

Legal proceedings founded on the Contract of Carriage can only be brought before the courts of the EU Member State in which the defendant has their place of residence or registered office or before the courts of the place where the obligation which is the basis of the legal claim was performed (this being the place in the Member State where the train's departure or arrival takes place).

French law will apply within the limits of the applicable law. If the national law of several States is applicable, only the law of the State in which the claimant invokes their rights shall apply.

The website www.thello.com and the terms and conditions for its use are governed by French law irrespective of the place of use. In the event of a potential dispute and after all attempts to reach an amicable solution have failed, the French courts shall have sole jurisdiction to hear this dispute. Any dispute concerning the Contract of Carriage is governed by the above provisions.

Appendix 1 - Thello's subcontractors for provision of the night train service

Trenitalia which is a licensed railway company holding a safety certificate in Italy provides the passenger transport services for the Italian portion of the journey.

CFF, which is a licensed railway company holding a safety certificate in Switzerland provides the passenger transport services for the Swiss portion of the journey.

Appendix 2 - Fare rules and conditions for cancellation and amendment/refunds

Fares are available on thello.com and at all points of sale which distribute Thello services.

Certain special categories are entitled to other dedicated fares.

1. Offers available on Thello night trains

Fare	Conditions	Conditions for amendment and refund for cancellation prior to departure
On-board fare	Fare for a ticket issued on board, price list available at thello.com	Non-changeable. Non-refundable.
Flexi	On sale up to the train's departure (except on board the train). Passengers aged between 4 and 14 years old benefit from a reduction of 30% on the Flexi fare applicable at the time of booking.	Ticket changeable once up to 24 hours before the scheduled time of departure, subject to making a new reservation at the same or a higher price. Amendments may therefore lead to a possible upwards adjustment to the price. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of €10 up to 24 hours prior to the scheduled time of departure; no refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Smart	Limited number of seats. On sale up to 7 days prior to departure. Passengers aged between 4 and 14 years old benefit from a reduction of 30% on the Smart fare applicable at the time of booking.	Non-changeable. Non-refundable.
Special	A limited number of seats offered on the conditions applicable to this fare. Reserved for persons "entitled" to the fare, in possession of evidence representing a current commercial agreement or promotional offer.	Non-changeable. 75% refundable up to 14 days before departure; no refunds after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Disabled companion	Fare reserved for a passenger accompanying a passenger with reduced mobility. This offer is valid for up to 1 person accompanying the person with reduced mobility on the same train and in the same travel class. An official document confirming the reduced mobility is required on board to enable the companion to benefit from the reduction.	Non-changeable. 90% refundable up to 24 hours before departure; no refunds after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Adult Group	Fare reserved for groups of at least 10 passengers aged 15 and over. Limited number of seats.	Non-changeable. 80% refundable up to 30 days before departure. 50% refundable up to 8 days before departure. No refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Child Group	Fare reserved for groups of at least 10 passengers aged between 4 and 14 years old. A limited number of seats.	Non-changeable. 80% refundable up to 30 days before departure. 50% refundable 8 days before departure. No refund after this time limit. No refund will be granted if the amount of the refund is less than €8.
School group	Fare reserved for school groups of at least 15 students with a maximum age of 20 accompanied by an adult. All passengers must travel in the same travel class. A passenger list printed on the education establishment's printed notepaper, with the homologation number in the establishment's home state must be presented on board. A limited number of seats.	Non-changeable. Non-refundable.
Large dog	Dog weighing in excess of 5kg. Exclusively in a sleeper cabin for the owner's private use. Can only be purchased on board. Except for guide dogs accompanying the blind or partially sighted which travel free of charge and do not require a ticket. Price list available at Thello.com	Non-changeable. Non-refundable.
Extra luggage	According to the conditions in Title 1. Purchased on-board exclusively	Non-changeable. Non-refundable.

2. Offers available on Thello daytime trains

Fare	Conditions	Conditions for amendment and refund for cancellation prior to departure
On-board fare	Fare for a ticket issued on board, price list available at thello.com	
Flexi	On sale up to the train's departure (except on board the train). Passengers aged between 4 and 14 years old benefit from a reduction of 30% on the Flexi fare applicable at the time of booking.	Ticket changeable once up to the scheduled time of departure, subject to making a new reservation at the same or a higher price. Amendments may therefore lead to a possible upwards adjustment to the price. In the event of cancellation by the customer, refund of the value of the ticket less a deduction of €5 up to the scheduled time of departure; no refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Smart	A limited number of seats. On sale up to 7 days prior to departure. Passengers aged between 4 and 14 years old benefit from a reduction of 30% on the Smart fare applicable at the time of booking.	Non-changeable. Non-refundable.
Disabled Companion	Fare reserved for a passenger accompanying a passenger with reduced mobility. This offer is valid for up to 1 person accompanying the person with reduced mobility on the same train and in the same travel class. An official document confirming the reduced mobility is required on board to enable the companion to benefit from the reduction.	Non-changeable. 90% refundable up to the time of departure. No refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Special	A limited number of seats offered on the conditions applicable to this fare. Reserved for persons "entitled" to the fare, in possession of evidence representing a current commercial agreement or promotional offer.	Non-changeable. 75% refundable up to 14 days before departure. No refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Adult Group	Fare reserved for groups of at least 10 passengers aged 15 and over. A limited number of seats.	Non-changeable. 80% refundable up to 30 days before departure. 50% refundable up to 8 days before departure. No refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
Child Group	Fare reserved for groups of at least 10 passengers aged between 4 and 14 years old. A limited number of seats.	Non-changeable. 80% refundable up to 30 days before departure. 50% refundable up to 8 days before departure. No refund after this deadline. No refund will be granted if the amount of the refund payable is less than €8.
School Group	Fare reserved for school groups of at least 15 students with a maximum age of 20 accompanied by an adult. All passengers must travel in the same travel class. A passenger list printed on the headed notepaper of the educational establishment and showing the with the approval number in the State where it belongs must be presented on board. A limited number of seats.	Non-changeable. Non-refundable.
Large dog	Dog weighing in excess of 5kg. Can only be purchased on board. Except for guide dogs for the blind or partially sighted which travel free or charge and do not require a ticket.	Non-changeable. Non-refundable.
Extra luggage	According to the conditions in Title 1. Can only be purchased on board.	Non-changeable. Non-refundable.

Appendix 3 - Fixed fines applicable to offences not relating to fares under railway transport policy

The offences are specified by the decree No 2016-541 of 3 May 2016.

Description of the offence	Fixed fine
Preventing the closure of access doors to coaches immediately before departure or opening them after the departure signal whilst the train is moving (<i>Article 5 - 4 of the decree</i>)	€170
Operating an alarm without a legitimate reason (<i>Article 5 – 10 of the decree</i>)	€170
Soiling coaches : spitting, damaging, excessively noisy appliances (<i>Article 5 – 11 & 12 of the decree</i>)	€80
Boarding or remaining on the train in a clear state of drunkenness (<i>Article 8 of the decree</i>)	€80
Smoking in the coaches (<i>Article 8 of the decree</i>)	€80
Failing to label luggage (<i>Article 7 of the decree</i>)	€30

Appendix 4 - On-board payment

For any on-board ticket purchase, where the passenger spontaneously presents him/herself to the on-board crew.	On-board fare
Passengers without a ticket during a ticket inspection are required to rectify their situation.	On-board fare + €35 penalty fare – when rectification occurs in France. + €50 penalty fare – when rectification occurs in Italy.
A report will be drawn up in relation to any passenger without a ticket during a ticket inspection who refuses to rectify their situation.	On-board fare + penalty fare + €35* handling charge
* on the Italian portion, the amount is calculated in accordance with the provisions of Italian law.	

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