

**Please note: the following is a translation of the conditions of carriage of DB AutoZug GmbH and is not legally binding for either the company or for the customer. Agreements entered into with DB AutoZug GmbH are based on the German conditions for carriage, which alone are legally binding.**

**No. 772 in the Passenger Transport Tariff Directory**

# **Conditions of Carriage on DB** **Autozug Motorail Trains** **(CC AZ)**

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Revised version

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## 1 Scope/Preliminary Remarks

The Conditions of Carriage on DB Autozug Motorail Trains (CC AZ) supplement the conditions governing the carriage of persons by Deutsche Bahn AG companies (CC Passenger Transport) in the version in force at the time in the absence of specific provisions to the contrary in the clauses that follow. The CC AZ govern the carriage of persons and their motor cars, with or without trailers, motorcycles, with or without sidecars, and trikes and quads within Germany as well as to Salzburg Hbf (domestic traffic).

International services are governed by the “Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains”.

## 2 Concluding the Contract of Carriage

The contract enters into force when the travel documents are handed over. When bookings are made at [www.dbautozug.de](http://www.dbautozug.de) however, the contract is concluded by clicking on the “Complete booking” button once the respective booking dialogue has ended.

## 3 Travel Documents

The customer receives travel documents for each leg of a journey comprising a ticket for the persons travelling (passenger ticket) and a “vehicle accompanying document” for a vehicle (vehicle ticket). The reservation details are entered on these. Documents are to be presented at any time if so requested by DB AutoZug GmbH staff and are only handed over to the customer once the fare has been paid in full.

The period of validity of travel documents is defined by the reservation data entered on the document. Reservations are only valid for the train booked on the date indicated.

### 3.1 Duty of the passenger

Travelling by car through towns / cities is only permitted when a qualifying „world-environment“ certificate is on display. Vehicles without such a certificate may only use the DB Autozug Terminals in accordance with the road user’s terms of reference publicised by such towns / cities. The respective towns / cities and appropriate publications to this effect are contained in the up to date catalogue e.g on the internet at [www.dbautozug.de/umweltzonen](http://www.dbautozug.de/umweltzonen). You will find information concerning each terminal under the index content “Terminal Description”. Drivers of respective vehicles are responsible for strict compliance with the appropriately published requirements. Should delays in loading or unloading of vehicles or indeed failure to travel with DB Autozug occur due to the contravention of these demands due to the

unauthorised usage of through-roads, the responsible driver absolves DB Autozug of all subsequent liability imposed upon him / her.

### **3.2 Loss of travel documents**

Travel documents that are lost or mislaid cannot be replaced, neither does this affect the right of DB AutoZug GmbH to the carriage charge. DB AutoZug GmbH will nevertheless check whether carriage is possible on the strength of some other suitable form of proof.

Where proof of entitlement to carriage is furnished, DB AutoZug GmbH will levy a €15 service charge for the re-issue of each passenger and vehicle ticket. Tickets cannot be re-issued once the train has departed.

## **4 Service Performed by DB AutoZug GmbH; Carriage of Persons with Vehicles**

DB AutoZug GmbH carries persons and their motor cars with and without trailers, motorcycles with and without sidecars, and trikes and quads on domestic services. Carriage is effected subject to accommodation being available on the relevant trains.

### **4.1 Carriage of persons**

For persons, DB AutoZug GmbH reserves

- accommodation on couchette and sleeper cars for overnight travel, plus reclining seats on some services
- sleeper, couchette and seated accommodation on Talgo trains.

Talgo trains are indicated separately, along with differing forms of occupancy, in the DB Autozug running schedule and fare table in the context of possible co-operation trains.

Both single seats/berths and whole compartments can be booked on seated and couchette cars. There is no segregation of the sexes where individual accommodation is booked. If individual accommodation is booked on a couchette car, compartment occupancy is limited to five fare-paying passengers; if four-person occupancy is booked, it is limited to four. On seated and couchette cars it is possible to book an entire compartment for sole use. Couchette compartments for sole use may be occupied by up to five persons except on Talgo services, where only berths on open-section sleeper cars (*Kajütliegen*) are available. Likewise excluded are wheelchair-access couchette cars, where a maximum of two persons are allowed. Only whole compartments may be booked on sleeper cars. A sleeper compartment may be occupied by up to three persons except on Talgo and CityNightLine (CNL) services, where a maximum of two persons are allowed. Depending on the type of car, a compartment can accommodate 2, 3 or 4 persons.

In the context of couchette and sleeper berth occupancy, two children under the age

of six count as one adult. A maximum of two children under the age of six or one adult and one child under the age of six may occupy a single couchette or sleeper berth together.

Smoking is not permitted on the DB Autozug.

## 4.2 Carriage of vehicles

Vehicles are transported on open carrier cars. Vehicles eligible for conveyance are:

- motor cars (as specified in the German Road Traffic Regulations [StVO]) with and without trailers,
- motorcycles with and without sidecars,
- trikes and quads

Vehicles must be approved under StVO for use on public roads and be roadworthy. Besides the driver's seat they must not have more than eight further seats. There must be at least one adult in possession of a valid driving licence for each vehicle. The total number of persons allowed is determined by the number of seats authorised in the registration document.

The conveyance of vehicles is dependent on their length, width and height. The vehicle's dimensions inclusive of any top or side attachments are to be cited when ordering together with the vehicle registration number.

### 4.2.1. Limitations imposed on vehicle measurements

To sanction the carriage of vehicles on the transporter wagon, the following limitations apply:

- Vehicle 'ground clearance' must be a minimum of 10 cm
- Authorised vehicle width must not exceed 205 cm
- Authorised vehicle length must not exceed 530 cm
- There are a maximum of nine car-seats

The permitted trailer length, including the vehicle coupling, must not exceed 500 cm. The load, including the tarpaulin superstructure is limited to a max height of 158 cm. Enclosed trailers with a fixed superstructure (body) are authorised in accordance with the limitations imposed in 4.2.1.2.

Germany national travel motorbikes are permitted to travel on the lower, as well as on the upper, loading platform.

#### 4.2.1.1 Admissible roof widths

A distinction is made between categories A1 and A2 where motor-car roof widths are concerned.

**Category A1** covers all cars with a width at roof level of **up to 135 cm**. Any roof attachments are to be detailed separately on the vehicle accompanying document. Max. permissible overall heights must not be exceeded.

**Category A2** covers all cars with a width at roof level of from **135.1 cm to 155 cm**. Any roof attachments are to be detailed separately on the vehicle accompanying document. Max. permissible overall heights must not be exceeded.

#### 4.2.1.2 Vehicle heights permitted on the carrier

The following diagram shows the vehicle heights permitted for the various vehicle bays (bays 01-05 = upper deck, bays 06-10 = lower deck)

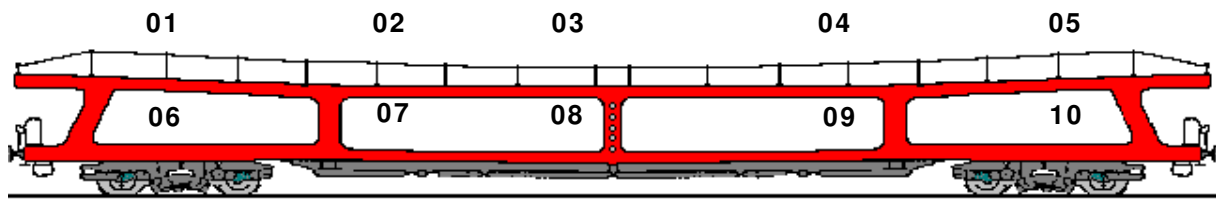


Fig.: Vehicle heights permitted for the various bays

	Max. height of vehicle inclusive of roof attachments (loading height)
Permissible width of vehicle at roof level (to be checked by customer)	Germany
<b>1.35 m = Category A 1</b> (e. g. saloon/estate car, van)	205 cm
<b>1.55 m = Category A 2</b> (e. g. all-terrain vehicle, jeep, van)	196 cm

Table: Permissible height of vehicle inclusive of roof attachments (permissible loading height)

#### 4.2.2 Loading of vehicles

In the event the vehicle measurement deviates from (or is greater than) the limitations imposed within 4.2.1, special permission may be obtained after examination. Please contact the DB Autozug-Disposition authority by telephone. The granting of permission in such cases carries a charge of € 20.00 per journey. Following discussion with D B Autozug-Disposition, please bear in mind that the granting of permission in such cases is dependent on parking allocations being available, which have the appropriate sized space to facilitate the variable sized vehicle/s.

The DB Autozug-Disposition can be contacted on telephone numbers:

- 0231 – 729 3327 or
- 0231 – 729 3381

### 4.2.3. Safety regulations

Vehicles must be available for loading at the DB Autozug terminal indicated on the vehicle accompanying document within the loading times stated therein.

The travel documents itemised in Clause 3 above are to be presented to the loading staff at the loading terminal.

The loading and unloading of vehicles and any repositioning on the carrier are incumbent upon the vehicle's driver. On-site staff may issue differing instructions in this respect. Where another person (member of loading staff) assists with loading, the vehicle's driver is required to sign a "Disclaimer" (cf. Appendix). The vehicle's driver is required to exercise proper care during loading. This includes negotiating vehicles onto the carrier at walking speed. No persons other than the vehicle's driver may remain in or, where applicable, on the vehicle during loading and unloading.

Motorcyclists must be helmeted whilst their motorcycles are being loaded or unloaded.

The vehicle's driver is obliged to take any precautions needed to prevent damage to the vehicle. This particularly includes

- locking sliding roofs
- closing ventilation flaps
- ensuring there is sufficient antifreeze
- retracting the aerial.

The following precautions are also to be taken:

- Roof-mounted and non-retractable aerials are to be removed prior to loading. Vehicles with short aerials that cannot be unscrewed, retracted or laid flat may be carried as long as the height of the vehicle inclusive of the aerial does not exceed the height limits for the relevant DB Autozug service set forth in Subclause 4.2.1.
- Spoilers, external blinds and other (attachable) parts on the outside of the vehicle, items of luggage, sports equipment etc. are to be secured against detachment by the air stream or removed prior to loading. The use of tarpaulins to protect vehicles is not permitted.
- It may be the case that vehicles are carried backwards for all or part of a journey (traction changing ends) and hence they should be secured accordingly. In particular, any (attachable) parts on the vehicle that may not be able to withstand the forces exerted upon them when carried backwards must be detached prior to the journey.
- One spare can containing max. 20 litres of fuel may be carried on motor cars. No spare cans - whether full or empty - may be carried on motorcycles.
- Stop valves for fuel lines are to be closed. All pipes through which fuel passes must be leakproof, as must fuel tanks, which are required to be properly closed. No fuel may be extracted or added while vehicles are on railway premises.
- Any alarms fitted must be switched off.

Once the vehicle has been loaded, the ignition is to be switched off and the ignition key removed. The hand brake is to be applied and the vehicle put into either first or reverse gear. On vehicles with automatic transmission, the selector lever is to be set at "P" or - where specified by the makers - "0".

Vehicles are secured by loading staff.

Once the vehicle has been parked on the carrier, the vehicle is deemed as having been handed over to DB AutoZug GmbH. Access to vehicles during carriage is not permitted. Neither persons nor animals may remain in vehicles during carriage.

Upon arrival, loading staff duly disable the devices securing vehicles. The vehicle is deemed to have been released to its driver once the wheel scotches and lashing straps have been removed, the vehicle has been made ready for unloading and permission for driving has been given.

### **4.3 Carriage of pets**

Pets may only travel where compartments are booked for sole use. No additional charge is incurred. Dogs must be kept muzzled and on a lead when not in the compartment. Muzzles do not however need to be worn by small dogs (up to the size of a domestic cat) or by guide or companion dogs as defined in Section 145 Subclause 2(2) German Social Security Code (SGB IX).

For reasons of hygiene, animals must not be allowed onto seats, couchettes or beds. Dog blankets should be used. No animals may be taken into the dining car (with the exception of guide or companion dogs as defined in Section 145 Subclause 2[2] SGB IX).

## **5 Carriage of Luggage and Other Items**

### **5.1 Carriage of luggage**

Luggage may be left on, in or against vehicles during carriage on a DB Autozug service. Only firmly secured jetbags or roof racks may be carried on the vehicle, however. The provisions set forth in Subclause 4.2 apply in this respect. The vehicle's driver is required to ensure that items are firmly lashed and that the permissible loading dimensions are not exceeded. Loose objects such as surfboards, fir trees, cupboards etc. must not be fastened to the roof rails.

Additionally attached luggage may remain on a motorcycle if the items involved form a fixed single unit, are firmly tied to the motorcycle and do not impede access to the requisite securing points. Motorcycle helmets may not be left on the motorcycle during the train journey. For further safety provisions, cf. Subclause 4.2.

The customer is responsible for observing customs and administrative provisions and obligations. Neither commercial goods nor hazardous items as specified in Subclause 7.2 CC Passenger Transport may be carried.

## **5.2 Sending luggage separately**

Upon presentation of the relevant DB Autozug travel documents, luggage may be collected from and delivered to other places than those cited in the travel documents. The conditions of carriage for luggage apply.

## **5.3 Vehicles with roof racks**

Items may be carried on a motor car's roof as long as the items concerned are firmly secured jetbags, bicycle racks or ski racks (except magnetic ski racks) and the maximum loading height, corresponding to the permissible vehicle heights indicated in the diagram in Subclause 4.2.1.2, is adhered to.

## **5.4 Limitations for rear-and luggage carriers**

Rear-end 'hard-shell' luggage carriers are permitted on both loading levels, whilst soft-shell luggage carriers are allowed on the lower loading level only.

The carriage of wire cages, with or without being loaded on to rear-end luggage carrier-frames, is not permitted

## **5.5 Carriage of accompanying bicycles**

Bicycles stowed inside vehicles may be carried without restriction on DB Autozug services. The same applies for bicycles on rear bicycle racks. Bicycles on roof racks must be carried flat and be firmly secured by the vehicle's driver.

The permissible loading heights specified by DB AutoZug GmbH in Subclause 4.2.1.2 must not be exceeded.

# **6 Carriage Charge; Fares**

The carriage charge is tiered by day of running and is made up of the carriage fare for persons and the charge for the accompanying vehicle.

The carriage charge for individual trips is as stated in the price-lists published by DB AutoZug GmbH and the respective addenda for special offers.

## **6.1 Standard fare**

For children from six to fourteen years of age or for children under six, who occupy their own seat when booking a single seat in a sleeperette or couchette car, half fare will be charged.

### **6.1.1 Concession for children**

Children under the age of six accompanied by a fare-paying adult travel free of charge on DB Autozug trains as long as they do not require accommodation of their

own. A maximum of one adult and one child under the age of six may occupy a couchette.

Half fare is charged for children aged six to eleven or children under the age of six requiring their own seat or couchette in the context of single bookings.

### **6.1.2 Concession granted to disabled persons' companions**

Where a disabled person's identification papers indicate the need for a companion (by means of the letter B in Germany), that person may travel free on seated, couchette and sleeper accommodation. No further concessions are granted. No concession is granted for the disabled person.

### **6.1.3 Concession for vehicles up to 265 cm in length**

Bays for motorcycles, motorcycles with sidecars and motor cars up to 265 cm in length or trailers up to 250 cm in length can be booked at a concessionary rate.

## **6.2 Special offers**

"Special offers" are prices not covered by Subclause 6.1. These offers and the differing conditions governing them are detailed separately in the Appendices.

# **7 Carriage Charge; Due Date**

## **7.1 Reservation and booking**

Reservations are essential for travel on DB Autozug. A vehicle parking allocation can only be booked when accompanied by a driver-passenger. Bookings are possible at least two months prior to departure date: however, bookings may be accepted up to train departure time. In such cases the applicable carriage limitations must be observed by customers strictly in accordance with The Limitations for Carriage Documentation, 3.1.

When booking, essential vehicle data must be submitted in accordance with, Nr 4.2. The final, binding time-table is to be published no later than one month prior to train departures; on the time-table notice boards of every DB Autozug terminal, on time-table boards in service personnel and ticket booking-sales offices, as well as over available time-table and travel information notices, particularly the time-table information system available on the internet at [www.dbautozug.co.uk](http://www.dbautozug.co.uk)

Tickets, which are issued earlier than one month prior to respective train departure times, are provisionally valid for the times given on issue of the tickets. However, the travelling customer is obliged to obtain the binding time-table information and avoid booking variation errors. This is possible using the above named information systems as well as the contact addresses listed in Para 18 of the BB AZ (Conditions of Carriage, DB Autozug), or on the internet at [www.dbautozug.co.uk](http://www.dbautozug.co.uk)

Should driver-passengers submit their names and contact data to assist dealing with queries (address, telephone number and / or email address), DB Autozug GmbH will inform same without further requests immediately following the establishment of the time-table, with new and binding train times.

Should the driver-passengers require amendments to be made to his / her originally submitted booking data, particularly in regard to the vehicle data, notification should be given of this at the latest two days prior to departure to the appropriate sales office to enable corrections to be made to facilitate the variable sized vehicle space reservations. Because vehicle measurements determine parking space allocations it is not possible to promise passengers wishing to alter parking space reservations that alternative space is always available. When booking over the internet or using the DB Autozug telephone services, the attached conditions apply: Special price offer "Sale of online tickets".

## **7.2 Method of payment**

In addition to cash, there are two other payment alternatives for ticket bookings: payment by credit card or direct debit.

Credit card payments can be made by stating your credit card number and date of expiry either in person, by phone or in writing (including fax and e-mail) or by doing so through a travel agency. Direct debit payments are possible only if you have both an address and a bank account in Germany. Any revocation of a direct debit order has to be made to the sales outlet.

In case of payment by direct debit, DB AutoZug GmbH will check and assess the data stated by the ordering party and, if it has good reason to do so, will exchange data with other DB Group companies, credit reporting agencies or, if appropriate, with the company arvato infoscore GmbH, Rheinstrasse 99, 76 532 Baden-Baden, Germany.

## **7.3 Deposit**

A deposit of 10% of the fare or at least EUR 50 per journey is required when booking. This does not apply to the purchase of tickets online or bookings via the call center. The deposit will be credited against the price of the journey.

## **7.4 Balance**

The balance of the fare at the standard rate specified in Subclause 6.1 must be paid upon the travel documents being issued and no later than 28 days prior to the day of departure (receipt of payment by DB AutoZug GmbH). In the case of bookings at the standard rate - 28 days or less prior to departure - the fare is to be paid in full (receipt of payment by DB AutoZug GmbH). Should the balance not have been paid by the specified time limit, DB AutoZug GmbH is entitled to cancel the booking and levy a cancellation charge as provided for in Subclause 8.1.

## **8 Cancellation and Rebooking by the Passenger**

The cancellation or rebooking of tickets for special offers is governed by the differing provisions cited in the relevant Appendix.

### **8.1 Cancellation**

The passenger is entitled to terminate the contract of carriage at any time prior to commencing his or her journey. Notice of cancellation must be served to DB AutoZug GmbH and this can be done either orally or in writing.

Reasonable compensation for measures and outgoings is demanded in the event of cancellation. Factors having a decisive bearing on the level of the cancellation charge are the date on which declaration of withdrawal is received and the date on which the travel documents are returned to the point of sale. Where two or more trips are involved (e.g. outward and inward legs), the day on which the trip is booked to commence shall be used when determining the time limit.

Where the customer effects cancellation

- 30 days or more prior to the scheduled commencement of the journey, he or she is liable to pay 10 % of the agreed carriage charge.
- 29-15 days prior to commencing the journey, he or she is liable to pay 25 %,
- 14-7 days prior to commencing the journey, he or she is liable to pay 40 %,
- 6 or fewer days prior to commencing the journey, he or she is liable to pay 50 %.

The fare will only be refunded in full, upon the travel documents being returned to the point of sale, if the passenger is unable to embark on his or her journey for reasons attributable to DB AutoZug GmbH.

### **8.2 Rebooking**

8.2.1. The day of travel or itinerary can be rebooked, once only, seven days or more prior to departure of the train, though the new journey date must not be more than four weeks earlier or later than the original day of travel. Rebookings are subject to a €15 service charge. Other alterations such as failure to embark on a journey or withdrawal are deemed to be forms of cancellation.

8.2.2 It is not possible to exchange a DB Autozug booking made at the standard rate for special offers.

8.2.3 Depending on availability it is possible for customers to increase payments for journeying to more distant terminals than that originally booked. For this there is a flat rate raised of € 40.00.

## **9 Crediting**

Tickets that are rebooked or cancelled are, as set out in Subclause 4.3.1 CC Passenger Transport, exclusively credited to the account cited by the ordering party when making the order, i.e. to the relevant credit-card account when payment is by credit card and to the applicable bank account when payment is by direct debit.

## **10 Cancellation by DB Autozug**

DB AutoZug GmbH is entitled to terminate the contract of carriage prior to commencement of the journey and during the carriage event for “grave cause”. The following constitutes “grave cause” in this context:

- At loading, the actual dimensions of the vehicle or other particulars with an important bearing on the carriage process (e.g. soft top, roof attachments) differ from those furnished when the booking was made and entered on the vehicle accompanying document. In such an instance, the customer has no claim to reimbursement or damages;
- the balance due from the customer under Subclause 7.4 of these Conditions of Carriage has not reached DB AutoZug GmbH at least 24 hours prior to the journey commencing;
- the customer significantly impedes completion of the journey or is in breach of his or her obligations to such a degree that immediate annulment of the contract is justified.

## **11 Change in Service Performed**

Changes in and deviations from individual travel services and duties relative to the agreed content of the contract of carriage that become necessary once the contract has been concluded may be made as long as they are not serious and do not adversely affect the overall design of the journey. In the event of considerable changes being made to a substantial carriage service or duty, the customer is entitled to repudiate the contract at no cost. The customer is required to assert any claims towards DB AutoZug GmbH immediately upon being notified thereof by same.

## **12 Liability**

### **12.1 Customer's liability/duty of co-operation**

The customer is obliged to fulfil the obligations set forth in these CC AZ. This applies in particular with regard to adhering to the maximum vehicle dimensions prescribed. The passenger shall be liable for any damage suffered by DB AutoZug GmbH or third parties due to non-observance of the safety provisions itemised in Subclause 4.2.2 or due to incomplete or incorrect particulars being furnished.

He or she shall, moreover, be liable for the costs of any delay suffered by a train on his or her account (e.g. due to a car boot opening or to alarm systems not being properly de-activated).

Where accompanying items as detailed in Clause 5 are concerned, no liability can be assumed for damage caused by the passenger. This applies in particular with regard to damage to a passenger's own or to other vehicles caused by improper or inadequate securing of these items. Outwardly discernible transport damage is to be reported to loading staff forthwith at unloading and to be documented in the form of a record of damage. Where transport damage is not outwardly discernible, it must be reported as soon as it is discovered and no later than seven days after unloading. The time limitation for claims arising from the contract of carriage is governed by the provisions set forth in Section 439 German Commercial Code (HGB).

The claiming party shall be liable for any damage arising as a result of particulars being omitted from the travel documents or being incorrect or incomplete, to the degree that he or she is accountable for same.

## **12.2 Liability of DB AutoZug GmbH**

The driver-passenger is liable to the carrier for any damage incurred, the cause of which is due to ignoring his / her obligations, insofar as he / she cannot prove that the damage was caused by events that a driver-passenger, in spite of his / her best possible efforts could not avoid or, the consequences of which could not be prevented. This clause does not effect the liability of the carrier according to Section 26 and 33 Subparagraph 1 of CIV in the formulation of Attachment 1 to the Decree (EG) 1371 / 2007 of the European Parliament and its Council of 23<sup>rd</sup> October 2007 about the rights and duties of passengers in rail-road traffic

## **12.3 Submitting claims**

Under the provisions of Article 60 of CIV in the formulation of Attachment 1 to the Decree (EG) 1371 / 2007 of the European Parliament and its Council of 23<sup>rd</sup> October 2007 about the rights and duties of passengers in rail-road traffic.

## **13.1 Forwarding / Ticket Price Refund**

- 13.1.1 When it is confirmed that a DB Autozug train has arrived at its destination terminal more than 60 minutes late, the carrier contract stipulates that the passenger has the choice between (i) the continuation of his / her journey or furthering his / her journey by another means at the next available opportunity to their destination or, (ii) the continuation of his / her journey or furthering their travel by another means to his / her destination at a later date.

The passenger may instead break his / her journey or indeed not even commence the journey. He / she in this event, has an alternative claim to that stated in Para 13.1.1 which allows for the refund of the fare paid by the passenger for the incomplete part of the journey and for the completed part of the journey, if the continuation of the journey has no purpose, together with a return journey to the

original terminal of departure at the next opportunity. Para 13.3 is applicable in the event of a refund.

#### 13.1.4

13.1.2 The passenger may reasonably assume a delay of arrival is confirmed at the terminal destination according to Paras 13.1.1 or 13.1.2 if he / she is informed by one of the following channels of information: (i) a time-table or / and information attachments in the terminal relating to changes, (ii) electronic notices and loud speaker announcements shown / given in trains and terminals (iii) time-table information at booking systems, personnel services sales offices, as well as (iv) available time-table information and travel information facilities, in particular the time-table information system on the internet at [www.dbautozug.co.uk](http://www.dbautozug.co.uk).

Travellers presenting confirmation of such delays, provided for them by the carrier or terminal managers, are entitled to similar compensation awards.

13.1.5 The carrier offers passengers charges free accommodation in a hotel or an alternative suitable accommodation of his / her choice, should he / she, due to a train cancellation or major delay, be unable to continue journeying on that day or when it is unreasonable to expect him / her to do so. Alternatively the carrier may offer a continuation of the journey by another means e.g. taxi insofar this attracts a lesser charge. Should a passenger use his / her own resources to be accommodated or arrange an alternative means to continue his / her journey because these attract lower costs, he / she may make an appropriate claim for these charges to be refunded. Para 13.1.3 applies.

#### 13.2. Claim for fare compensation

13.2.1 A lone travelling passenger who has experienced a major delay, where he / she has not been awarded a fare refund according to Para 13.1.2, may make a claim for compensation as follows: in the event of a delay of 60 minutes up to 119 minutes 25% and a delay of 120 minutes upward, 50% of the value of the fare paid for the carriage of the person only. For a return journey ticket half of the value of each journey is awarded. The amount to be awarded is to be rounded up on the division of the (two) journey costs to 5 ct. The compensation claim may be applied per ticket (return journeys per journey) once only. Compensation claims of less than € 4.00 will not be awarded.

13.2.2 It should be noted that the claims described under Paras 13.1.1 up to 13.2.1 do not apply when the cancellation, major delay or failure to meet an arranged connection, is caused by one of the following: (i) unconnected circumstances, which incapacitate the carrier train in spite of best effort on the part of the carrier leading to an unavoidable failure of service, (ii) due to a passenger fault or (iii) the behaviour of a third party which incapacitates the carrier train in spite of best effort on the part of the carrier, leading to an unavoidable failure of service. The claim under Para 13.2.1 does not apply either if the passenger was informed of the delay prior to purchasing the ticket, or when using an alternative means of travel his / her arrival at the destination terminal resulted in a delay of less than 60 minutes.

#### 13.3. Realising your claim

13.3.1 In order to realise your claim for compensation under Paras 13.1.1 (ii) and (iii) and 13.2 the driver-passenger will be provided with a Passenger Rights Formulae either (i) depending on availability, in the delayed train or, (ii) on the day of the delay, but this also includes the 5 following days, at the ServicePoint in the terminal. On submitting this completed passenger formulae to a DB Travel Centre or a DB Agency, 'stapled' or 'stamped' by the issuing office endorsing the Passenger Rights Formulae and the accompanying original ticket, it will be forwarded on to the Passenger Rights Service Centre.

13.3.2 Passengers can realise their claims for compensation according to Paras 13.1 or 13.2 at a DB Travel Centre / DB Agency, ServicePoint in the terminal or at [www.bahn.de](http://www.bahn.de) by obtaining an unverified formulae. You should forward this on to the address given. The Rights of passengers to realise their claims by other means remains unaffected.

## 14. Liability for vehicles

Liability for vehicles by the carrier is applied through the requirements of the CIV in the form of an Attachment I to Regulation (EG) 1371/2007 of the European Parliament and Advisory Council of 23<sup>rd</sup> October 2007 concerning the rights and duties of passengers on the railways (printed extracts are in the attachments to the BB AZ- [Carrier Conditions of DB Autozug]). This applies to compensation for delayed loading or distribution as well as for other liabilities.

## 15 Compensation Developments

### **Compensation Claims according to Para 13 should be sent to:**

Servicecenter Fahrgastrechte,  
60647 Frankfurt  
Germany

### **Complaints concerning vehicle damage are to be sent to the following address:**

DB AutoZug GmbH,  
Codeword „Damage“  
Königswall 21  
44137 Dortmund  
Germany

### **Other complaints are to be sent to:**

DB AutoZug GmbH  
Königswall 21  
44137 Dortmund  
Germany

## **16 Electronic Data Processing**

In the course of completing contracts and providing customer care, DB AutoZug GmbH stores and processes personal data in conformity with data protection legislation.

## **18 Applicable law and place of performance**

DB AutoZug GmbH exclusively renders services in accordance with the terms and conditions enumerated. Where the contract of carriage is concluded by a commercial undertaking in the course of its business, the exclusive place of jurisdiction is Dortmund

## **17 Quiries; Contact Details**

### **Service Hotline**

DB Dialog Telefonservice GmbH  
DB Autozug Customer Care Centre  
Bleicherufer 21  
D-19053 Schwerin  
Tel.: +49 1805 241424

### **Customer relation service**

DB AutoZug GmbH  
Customer relation service  
Königswall 21  
D-44137 Dortmund  
E-Mail: [db.autozug.kundenbetreuung@deutschebahn.com](mailto:db.autozug.kundenbetreuung@deutschebahn.com)



## **Appendix: Disclaimer – assistance with loading/ unloading**

### **Disclaimer**

**- assistance with loading/unloading -**

**Dear DB Autozug customer!**

You have asked us to be of assistance in loading or unloading your vehicle. Such assistance exceeds the scope of services agreed when your contract of carriage was concluded.

We accordingly hope you will understand that only in the event of DB AutoZug GmbH staff or a vicarious agent of DB AutoZug GmbH being guilty of intent or gross negligence of duty can we accept liability for any damage arising in the process. This disclaimer does not apply in respect of death, physical injury or ill-health.

Yours, DB AutoZug GmbH

**I have read and noted the above.  
I accept the conditions set forth therein.**

\_\_\_\_\_

**Customer's signature and date**

**Registration number:** \_\_\_\_\_

**Day of loading/unloading:** \_\_\_\_\_

**Train No.:** \_\_\_\_\_

**Place of loading/unloading:** \_\_\_\_\_

## **Appendix: Special "Sale of Online Tickets" Offer**

### **I Scope**

These Conditions apply to the sale of tickets at [www.dbautozug.de](http://www.dbautozug.de) and supplement the Conditions of Carriage on DB Autozug Motorail Trains (CC AZ), the Conditions governing the carriage of persons by Deutsche Bahn AG companies (CC Passenger Transport) and the special conditions attaching to individual offers, in the versions in force at any given time. Where international services are concerned, they apply in addition to the "Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains".

### **II Concluding the Contract of Carriage**

When bookings are made at [www.dbautozug.de](http://www.dbautozug.de), the contract is concluded by clicking on the "Complete booking" button once the respective booking dialogue has ended. It is necessary to enter date of birth, name, address, telephone number and e-mail address along with all vehicle data required for carriage of the vehicle as set forth in Subclause 4.2 CC AZ. The online ticket is a personal document and as such is not transferable.

Bookings can be made until the close of booking.

The technical features of the Internet preclude all booking modules necessarily being available at all times under [www.dbautozug.de](http://www.dbautozug.de).

### **III Travel Documents; Tickets**

The travel documents obtainable at [www.dbautozug.de](http://www.dbautozug.de) are sent in PDF format to the e-mail address given by the customer. The booking data are encrypted in a security certificate. Documents can be displayed directly on your PC screen by means of Acrobat Reader and can only be obtained as self-printouts. No further documents are sent by post.

These travel documents comprise two online tickets per leg of a journey - one copy for the customer, one for checking in with DB AutoZug GmbH - on both of which the applicable reservation details are entered.

Copies for checking in with DB AutoZug GmbH are to be signed by the customer before the journey commences. Documents are to be kept ready for presentation to DB AutoZug GmbH staff at any time.

The period of validity of travel documents is determined by the reservation date entered. Reservations are only valid for the train booked on the date indicated.

## **IV Duty of the Passenger**

The customer is obliged to furnish the particulars needed to book a DB Autozug trip - vehicle dimensions, vehicle type and number of persons - truthfully and accurately.

When staff from DB AutoZug GmbH inspect online tickets, they check the customer's personal data against his or her ID card or passport. If the two sets of data do not tally, the passenger is deemed to be travelling without valid travel documents. In such an instance, he or she will then be charged the higher fare in accordance with Section 14 EVO and be excluded from the online ticket process henceforth. Moreover, all misuse will be prosecuted.

## **V Limiting Conditions**

The offer applies exclusively in conjunction with vehicles without rear bicycle racks, trailers, or accompanying sports equipment as itemised in Subclause 5.4 CC AZ.

## **VI Purchasing Tickets; Fares**

A concession on the standard fare as set out in the price-list is granted for online tickets.

### **VI.I Method of Payment**

There are two methods of payment when booking online tickets, those being payment by credit card and direct debiting.

Payment can be made by credit card by entering the card number, the security number printed in the signature box on the back and the card's expiry date in the applicable boxes in the booking dialogue at [www.dbautozug.de](http://www.dbautozug.de). Payment can only be made using the credit cards listed there.

A precondition for direct debiting is the possession of both a place of residence and a bank account in Germany. Direct debit arrangements are revoked by calling the DB Autozug service telephone given in Clause X of these Conditions.

### **VI.II Deposit and Balance**

The payment of a deposit as set out in Subclause 0 CC AZ is not possible when buying online tickets. Payment is due immediately and in full.

## **VII Cancellation and Rebooking by the Passenger**

There are charges for making cancellations, specifically:

- 10 % of the agreed carriage charge if the journey is cancelled 30 days or more before it is due to commence
- 25 % if cancelled 29-15 days beforehand
- 40 % if cancelled 14-7 days beforehand
- 50 % if cancelled 6-4 days beforehand
- no cancellations may be made within 3 days of the date of travel.

Factors having a decisive bearing on the level of the cancellation charge are the date on which the declaration of withdrawal is received at [www.dbautozug.de](http://www.dbautozug.de) or via the DB Autozug service telephone under 01805 241424 (€0.14 per minute from the German fixed line network). Where two or more trips are involved (e.g. outward and inward legs), the day on which the trip is booked to commence shall be used for determining the time limit.

Day of travel, itinerary and comfort class can all be rebooked at [www.dbautozug.de](http://www.dbautozug.de). It is only possible to book further passengers, reduce the number of passengers or alter the vehicle type by phoning the DB Autozug service number, 01805 241424 (€0.14 per minute from the German fixed line network).

Day of travel and itinerary can be rebooked, once only, seven days or more prior to departure of the train, though the new journey date must not be more than four weeks earlier or later than the original day of travel. Rebookings are subject to a €15 service charge. Other alterations such as failure to embark on a journey or withdrawal are deemed to be forms of cancellation.

## **VIII Data Protection/Data Security**

Personal order data are captured, processed and used in accordance with the provisions of the Federal Data Protection Act (BDSG).

## **IX Miscellaneous**

The technical features of the Internet preclude all booking modules necessarily being available at all times under [www.dbautozug.de](http://www.dbautozug.de).

Should any clauses be or become invalid, this shall not affect the validity of the remaining clauses.

## **X Queries; Contact Details**

Queries regarding orders for online tickets at [www.dbautozug.de](http://www.dbautozug.de) may be directed to the following address:

**DB Dialog Telefonservice GmbH**  
DB Autozug Customer Care Centre  
Bleicherufer 21  
19053 Schwerin  
Germany

Tel.: 01805 241424 (€0.14 per minute from the German fixed line network)

## **Appendix: Special "Last Minute" Offer**

### **I Scope**

These Conditions apply to the sale of tickets under the Last Minute offer and supplement the Conditions of Carriage on DB Autozug Motorail Trains (CC AZ) and the individual special offers in the versions in force at any given time. CC AZ and CC Passenger Transport only apply in the absence of specific provision to the contrary in the clauses that follow, however. Where international services are concerned, they apply in addition to the "Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains".

### **II Fares**

A 15% concession on the standard fare applies. Fares relate to a single journey and can be booked a maximum of six days in advance.

No further concessions are granted.

### **III Exchanges and Refunds**

It is not possible to exchange an existing DB Autozug booking made at the standard rate under the AZ running schedule and fare table for the Last Minute offer.

Last Minute offers cannot be exchanged or refunded.

### **IV Queries; Contact Details**

Please direct queries regarding orders for Last Minute tickets to:

**DB Dialog Telefonservice GmbH**  
DB Autozug Customer Care Centre  
Bleicherufer 21  
19053 Schwerin  
Germany

Tel.: 01805 241424 (€0.14 per minute from the German fixed line network)

## **Appendix: Special price offer "Autozug-Spezial"**

### **I Scope**

These conditions are applicable to the sale of tickets for the special offer "Autozug-Spezial" and complement the carriage requirements for the use of DB Autozug trains (BB AZ) as well as individual offers in their original form. In international terms they complement the "Unified International Tariff for the Carriage of Personnel and Luggage (TCV), Special Attachment for Automobile Transporter Trains".

### **II Ticket Ad; Ticket Prices**

For selected connections there are certain days on offer that are rebated. The respective prices as well as connections and applicable travelling days are published on the internet site [www.bahn.de/autozug](http://www.bahn.de/autozug) on the availability information notices concerning the reservation system. Offers are bookable at all sales offices up to 7 days prior to the appropriate day of departure. The combination of a journey from the offer "Autozug-Spezial" and other available journey's (e.g. normally priced journeys), is not permitted. DB AutoZug GmbH presents a limited number of available special offers. Should this contingency be exhausted, there is no case for granting further price reductions. The offer may be committed to a specific comfort category.

### **III Rebooking and Refunds**

The exchange of a DB Autozug booking made at normal price, for an "Autozug-Spezial" offer, is not permissible. Neither exchange nor refund of "Autozug-Spezial" tickets is permitted.

### **IV General**

Because of the technical characteristics of the internet the constant availability of all booking modules on [www.bahn.de/autozug](http://www.bahn.de/autozug) cannot be assured.

### **V Requests; Contact**

Please direct requests, in regard to the order of Autozug-Spezial tickets, to:

#### **DB Dialog Telephone Service GmbH**

Customer Care Centre Autozug  
Bleicherufer 21  
19053 Schwerin

Tel.: 0180 5 / 24 12 24 (€ 0,14 per min. on the Germany fixed line; variable mobile telephone prices)

## **Appendix: Special “Upgrade on Train” Offer**

### **I Scope**

These conditions apply to the sale of “Upgrade on Train” tickets and supplement the Conditions of Carriage on DB Autozug Motorail Trains (CC AZ) and the individual special offers in the versions in force at any given time. Where international services are concerned, they apply in addition to the “Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains”.

### **II Purchasing Tickets**

Subject to availability, passengers may upgrade the comfort category they have booked for a journey by approaching a DB AutoZug GmbH train attendant once the train has departed.

### **III Fares**

DB AutoZug GmbH levies a surcharge for transferring to a higher comfort category that is to be paid to a train attendant. The amount of the surcharge is as detailed in the upgrade price-list in the “Price-List Upgrade” Appendix.

### **IV Queries; Contact Details**

Please direct queries regarding the Upgrade on Train offer to:

**DB Dialog Telefonservice GmbH**  
DB Autozug Customer Care Centre  
Bleicherufer 21  
19053 Schwerin  
Germany

Tel.: 01805 241424 (€0.14 per minute from the German fixed line network)

## **Appendix: Special "Campaign" Offer**

### **I Scope**

These conditions apply to the sale of Campaign tickets and supplement the Conditions of Carriage on DB Autozug and the individual special offers in the versions in force at any given time. Where international services are concerned, they apply in addition to the "Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains".

### **II Purchasing Tickets; Fares**

On certain days, a discount is granted on the fares specified in the price list for selected routes. The discount, as well as the routes and days of travel to which the discount applies, are published in the media. These offers can be booked on the Internet at [www.dbautozug.de](http://www.dbautozug.de) and/or by calling a specified telephone number, at a DB Travel Centre or DB-licensed agency.

The campaign code stated in the media must be quoted in bookings made on the Internet. DB AutoZug GmbH provides only a limited quota of the above discounts. Customers are not entitled to demand the above discount once that quota has been exhausted.

### **III Exchanges and Refunds**

It is not possible to exchange an existing DB Autozug booking made at the standard rate for a "Campaign" offer."

Campaign" offer tickets cannot be exchanged or refunded

### **IV Queries; Contact**

Please direct any queries regarding the Campaign offer to:

DB Dialog Telefonservice GmbH  
DB Autozug Customer Care Centre  
Bleicherufer 21  
19053 Schwerin  
Germany  
Tel.: 0180 5 / 24 12 24 (€0.14 per minute from the German fixed line network)

## **Appendix: Special “Co-operation” Offer**

### **I Scope**

These conditions apply to the sale of Co-operation Offer tickets and supplement the Conditions of Carriage on DB Autozug Motorail Trains (CC AZ) and the individual special offers in the versions in force at any given time. Where international services are concerned, they apply in addition to the “Standard International Passenger and Baggage Tariff (TCV), Special Appendix Motorail Trains”.

### **II Purchasing Tickets; Fares**

Customers from companies from the sectors listed below or members of associations or institutions engaged in the areas of activity listed below can purchase concessionary tickets under the Special “Co-operation” Offer Appendix if said companies or institutions have concluded a special agreement to this end with DB AutoZug GmbH:

- automobile clubs
- motorcycle clubs
- transport clubs
- toy retailers
- trade stockists of motorcycle accessories
- ferry companies
- providers of holiday homes and accommodation, hotel chains
- tourist agencies, tourism regions
- insurance companies
- filling station chains
- car makers
- retail chains
- banks

### **III Campaign duration**

The duration of a given Co-operation Offer campaign will be announced together with its name in the *Tarif- und Verkehrsanzeiger* as well as via the media.

### **IV Tickets**

For the duration of a given campaign, passengers are granted a concession of €10 per leg of their journey on the carriage price cited in the price-list if they order tickets by phone using a number announced by the co-operating parties.

## **V Safeguarding against misuse**

It is forbidden to pass tickets on for monetary gain.

## **VI Queries; Contact Details**

Please direct queries regarding the "Co-operation" offer to:

**DB Dialog Telefonservice GmbH**  
DB Autozug Customer Care Centre  
Bleicherufer 21  
19053 Schwerin  
Germany

Tel.: 01805 241424 (€0.14 per minute from the German fixed line network)

## **Appendix: bahn.bonus scheme**

It is possible to participate in the bahn.bonus scheme run by Deutsche Bahn AG. The conditions governing participation are to be found in the Conditions of Carriage issued by Deutsche Bahn AG.