

# Terms & Conditions of Travel for Resplus journeys

## 1. INTRODUCTORY PROVISIONS

1.1 Terms and conditions for journeys can be found in the terms and conditions of travel provided by the respective transport operators that perform the journey.

1.2 There are also conditions laid down in laws, ordinances and regulations<sup>1</sup> that pertain to journeys. To the extent that the provisions contained in these Terms & Conditions of Travel are inconsistent with the terms and conditions established by law, ordinance or regulation, passengers are always entitled to the rights and obligations specified in laws, ordinances and other regulations.

1.3 These Terms & Conditions of Travel for Resplus journeys are common for all transport operators (Resplus partnership companies) participating in the Resplus partnership, and they regulate the "Arrival Guarantee" (Kom-Fram-Garantin) in addition to all matters relating to said Guarantee.

1.4 These Terms & Conditions of Travel for Resplus journeys come into effect on 1st April, 2016, and are therefore valid for all Resplus services performed from that date.

## 2. RESPLUS JOURNEYS AND RESPLUS TICKETS

2.1 A Resplus journey is a journey by train, bus or other transport mode performed by a Resplus partnership company, combined with a similar journey with one or several other Resplus partnership companies, for which a non-period (single-journey) ticket with the Resplus designation has been issued for the above combination of journeys. Such a ticket, known as a Resplus ticket, is valid for one Resplus journey.

2.2 A Resplus journey also exists if a combination journey that takes place with the support of a period ticket (e.g. an annual travelcard) bearing the Resplus designation is made in a single, immediate context and with reasonable transfer times<sup>2</sup>. Such a ticket, also known as a Resplus ticket, is valid for several Resplus journeys.

## 3. "ARRIVAL GUARANTEE"

3.1 The "Arrival Guarantee" means that carrying Resplus partnership companies are required to provide assistance to passengers during their

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<sup>1</sup> E.g. Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 Text with EEA relevance, Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004, and the Swedish Act on the Rights of Public Transport Passengers (2015: 953).

<sup>2</sup> Reasonable transfer times are described in the Samtrafik Plan (Samtrafikspanen) published at [www.samtrafiken.se](http://www.samtrafiken.se). Reasonable transfer times are also available when journey planning at [www.resrobot.se](http://www.resrobot.se).

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journeys and guarantee that the passengers, if they so desire, arrive at their final destination as soon as possible.

Furthermore, the Arrival Guarantee means that carrying Resplus partnership companies are responsible for offering the following:

- a) Suggesting and organising alternatives: if a passenger is unable to start or complete a journey, or if arrival at the final destination will be delayed by more than 60 minutes, the passenger is entitled to choose one of the following options:
1. Continue their journey or reschedule their journey to the final destination as soon as possible and under equivalent conditions.
  2. Not begin or interrupt their journey and receive a refund in accordance with Section 4.

If a passenger chooses to continue their journey, the carrying Resplus partnership company must as soon as possible arrange alternative transport for the passenger. There is no general obligation to arrange alternative transport by taxi. If alternative transport cannot be arranged and performed within a reasonable time period, the carrying Resplus partnership company must offer the passenger a complimentary journey, combined in the same way as the original journey, as soon as possible on the same day or at a later date of the passenger's choosing.

- b) Accommodation: The carrying Resplus partnership company must, if as a result of a delay a passenger misses the final scheduled transfer of the day to the journey destination, offer the passenger accommodation, and, if necessary, transport to the place of accommodation. If the carrying Resplus partnership company cannot offer accommodation and transport, the passenger will be entitled to reasonable compensation upon provision of a receipt. Accommodation will not be offered if a passenger chooses to interrupt their Resplus journey.

3.2. The "Arrival Guarantee" is applicable in the event of service disruptions, i.e. service delays, missed connections, service cancellations or other service disruptions.

3.3 A service delay is defined as the arrival of the transport service at the final destination at a later time than the time stated in the transport agreement, or, if the arrival time has not been specified in the agreement, in the published timetable.

3.4 The "Arrival Guarantee" is not applicable if a service disruption is the result of an error or negligence on the part of the passenger, for example if a passenger fails to board a transport mode in time, boards the wrong transport mode, or fails to disembark at a transfer point or final destination.

3.5 The Resplus partnership company is responsible for compliance with the "Arrival Guarantee". If a passenger chooses to contact the Resplus partnership company, contact must primarily take place with the transport staff of the carrying Resplus partnership company at the transport mode or at the interchange. If transport staff members are unavailable, passengers must

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contact the carrying Resplus partnership company at its stated address or through its customer service facility in order to receive assistance.

#### **4. LIABILITY FOR FARE REFUNDS RELATED TO THE “ARRIVAL GUARANTEE”**

4.1 The refund liability may cover all or part of the fare. For passengers travelling with a valid period ticket, e.g. a travelcard, the refund will amount to a proportionate part of the fare for the travelcard. Refunds will take place as follows:

a) Incomplete journey: The Resplus partnership company has been unable to provide a replacement transport connection with a fixed-route or other replacement service in compliance with the provisions in the “Arrival Guarantee”. In this case, the passenger is entitled to a full fare refund.

b) Interrupted or meaningless journey: If a passenger chooses not to complete their journey under section 3.1.a) above, the carrying Resplus partnership company must refund the passenger for an amount equivalent to the full fare paid, under the same terms and conditions as during the ticket purchase, for the part or parts of the journey that have not been completed and for the part or parts already completed if the journey has been rendered meaningless with regard to its original purpose. In addition, the passenger will receive a complimentary return journey to the original departure point as soon as possible, if this is appropriate.

A journey is considered to have been rendered meaningless if the passenger has chosen to interrupt a journey and return to the original departure point, or if the passenger has returned to the original departure point with the first available return service not later than 30 minutes after arrival at the original final destination.

4.2 If the passenger has been made aware of the service disruption by means of information that they have received prior to ticket purchase, then the Resplus partnership company will be exempt from refund liability, unless otherwise stipulated in the Swedish Act on the Rights of Public Transport Passengers (2015: 953). The same will apply if the passenger, despite the service disruption or after rebooking, has arrived at their final destination within 60 minutes of the scheduled arrival time.

4.3 In the event of a full or a part fare refund, this will be calculated on the basis of the entire journey. Compensation may not be reduced by deducting transactional costs such as certain charges, telephone costs or postage costs.

#### **5. COMPENSATION CLAIMS**

5.1 Information concerning how and where passengers can bring compensation claims against a carrying Resplus partnership company is provided by the contact points, customer services or similar facilities of respective Resplus partnership companies, as well as by their manned sales outlets or transport staff. Information is also available at the Samtrafiken website ([www.samtrafiken.se](http://www.samtrafiken.se)).

5.2 If a passenger wishes to bring a compensation claim for a service disruption under these Terms & Conditions of Travel, they may bring it to any

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of the carrying Resplus partnership companies. However, the claim should be brought in the first instance, after the journey is completed, to the Resplus partnership company on whose route the service disruption occurred. Claims should be brought within three months of the date that the service disruption occurred to the Resplus partnership company's customer services or to its website, or else in writing. The receiving Resplus partnership company may transfer compensation claims that concern service disruptions to another Resplus partnership company for evaluation and claims adjustment. Passengers must be informed about the transfer.