

Code of Conduct for Booked Journeys in Public Transport

1. BACKGROUND

- 1 This Code of Conduct is solely intended to regulate the processing of personal data which is performed by the Retailers and Operators and which is necessary for Booked journeys in public transport in Sweden, i.e. journeys by means of public transport such as bus, train, tram, underground and boat. The code does not govern other processing of personal data carried out by the Retailers and Operators that is not necessary for a Booked journey in public transport. It furthermore does not govern processing of personal data that is performed in connection with journeys that are not Booked journeys for public transport.
- 1.2 Full details regarding the processing of personal data carried out by each Retailer and Operator shall be provided to the data subjects by the respective party.
- 1.3 This Code of Conduct has been prepared and completed by Samtrafiken i Sverige AB in consultation with its contract partners in the Resplus collaboration, plus Jernhusen AB, Resenärsforum, SilverRail Technologies AB, Svensk Kollektivtrafik and the SRF Svenska Resebranschföreningen. Samtrafiken i Sverige AB is a company owned by the Operators and its business is intended to make public travel easier, more accessible and more reliable. The public transport services offered by the Operators within the Resplus collaboration make up 95 per cent of all public transport in Sweden. These operators are responsible for personal data with respect for processing of personal data that is necessary for booking and carrying out public transport journeys in Sweden.

2. APPLICABILITY

- 2.1 This Code of Conduct supplements the data protection legislation applicable in Sweden from time to time in connection with making a booking and carrying out Booked journeys in public transport in Sweden.
- 2.2 The aim of this Code of Conduct is to standardise how personal data are processed for Booked journeys in public transport within the public transport sector. A further aim is to make it clear for Travellers and Booking Parties which processing of personal data is necessary in connection with Booked journeys in public transport, which parties process their personal data, and what the legal basis is for such processing.

3. DEFINITIONS

- 3.1 The definitions set forth in Article 4 of General Data Protection Regulation are also applicable to this Code of Conduct. As a supplement to the definitions set forth in the General Data Protection Regulation, the following definitions shall have the meanings as set forth below.

- 3.1.1 **“Booked journeys in public transport”** - a journey which has been booked before the journey starts and which gives the Traveller the right to travel at a specific departure time. In some cases, the journey is associated with limited resources, e.g. a means of transport which requires a seat reservation.
- 3.1.2 **“Booking Party”** – a natural person who books a journey on their own behalf and/or another party’s behalf.
- 3.1.3 **“The General Data Protection Regulation”** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 3.1.4 **“Customer Service”** – a business function at Retailers and Operators to respond to the data subjects’ questions regarding Service Disruptions and complaints by data subjects.
- 3.1.5 **“Assistance”** – assistance in accordance with Regulation (EU) No 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers’ rights and obligations and with 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, such as Assistance Staff On Board and Assistance Station Staff.
- 3.1.6 **“Assistance Staff On Board”** – assisting staff, which means that every reasonable effort shall be made to provide assistance to disabled persons or persons with reduced mobility such that they are given access to the same services on board trains as other passengers where such person’s disability or reduced mobility prevents him or her from independently and safely using these services.
- 3.1.7 **“Operator(s)”** – public or private undertaking conducting public passenger transport operations in Sweden, i.e. passenger transport using public transport means such as bus, train, tram, underground and boat which are available to the public and the services that are available in a booking system.
- 3.1.8 **“Traveller”** – a natural person travelling with one or more Operators.
- 3.1.9 **“Resplus collaboration”** – a collaboration between Samtrafiken i Sverige AB and its contract partners which are Operators. The aim of the Resplus collaboration is, among other things, to make it possible to combine the services of the contract partners via Samtrafiken, and to make it possible for Retailers to sell such via Swedish national sales channels.
- 3.1.10 **“Special Seating”** – wheelchair space, wheelchair space with seats, seats for disabled persons without wheelchairs and seats where animals are not permitted.
- 3.1.11 **“Assistance Station Staff”** – assisting staff, which means that every reasonable effort shall be made to offer assistance free of charge to disabled Travellers or Travellers with reduced mobility such that they can board departing trains, switch to connecting trains or disembark from arriving trains for which they hold a ticket.
- 3.1.12 **“Service Disruptions”** – where an Operator cannot provide a journey as agreed at the time the booking was made.
- 3.1.13 **“Retailer”** – legal person (normally a travel agency or Operator) which has access to one or more of the Operator’s range of travel services and products in a booking system and which is entitled to make bookings and sell one or more of the Operator’s range of products and services and is obliged to book Assistance in its capacity as a ticket vendor in accordance with Regulation (EU) No 2021/782 of the European Parliament and of the Council of 29 April 2021 and with Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011.

4. COLLECTION OF PERSONAL DATA

- 4.1 In connection with the booking and sale of a journey, Retailers collect personal data necessary for, among other things, the purposes set forth in sections 4.5 and 6.3 below. The legal basis for the Retailer's processing of personal data is the agreement with the Traveller and the Booking Party. The Booking Party enters into an agreement on behalf of the Traveller when the Traveller does not make a booking personally. Thus, the Traveller becomes a party to the agreement with the Retailer. The legal basis for a Booking party representing a legal person to process personal data is a legitimate interest as well as a public authority's general interest.
- 4.2 The Retailer is a personal data controller of the processing of personal data which takes place in connection with the booking of a journey.
- 4.3 Booking of a journey may take place by the data subject personally, or through a representative, providing necessary information for the booked travel to be carried out. A booking may take place via input in a digital interface or by means of personal service via telephone or in a shop.

4.4 Categories of personal data which is collected

- 4.4.1 The categories of personal data collected regarding the Booking Party and processed in order to carry out a booking are determined by the terms and conditions of the Retailer who is to carry out the booking. The categories of personal data which are processed in most cases are first name, last name, email address, telephone number and, where applicable, agreement number.
- 4.4.2 The categories of personal data collected regarding the Traveller and processed in order to enable the carrying out of the agreed journey are determined by the terms and conditions of travel of the Operators which will carry out the journey. The categories of personal data which, in most cases, are processed are first name, last name, the category of the Traveller, email address, telephone number and where the terms and conditions of travel prescribe such also age, sex and nationality, also when applicable, any loyalty programs and personal travel passes.
- 4.4.3 When the booking of the agreed journey has been made, the booking is linked to a booking number. In addition, the booking may also, for example, contain information regarding the date of the booking, the date of the journey, ticket number, train number/line number, departure station to arrival station, via station, seat/carriage, comfort class, whether the ticket is rebookable or refundable, other services (Wi-Fi, meals, special food, etc.), the Retailers and Operators involved in the journey, and the price and manner of payment.

4.5 Purpose of the processing of the collected personal data

- 4.5.1 The purpose of the processing of the collected personal data is to be able to book and provide an agreed journey. The personal data must be processed in order for the Retailer and the Operator to contact the Traveller for the purpose of providing the Traveller with general information regarding the journey or in order to give the Traveller a new itinerary in the event of Service Disruptions. The Retailer and the Operators involved in providing the journey also need the information in order to handle any complaints.

5. SHARING PERSONAL DATA

5.1 The personal data collected by the Retailer in order to provide a Booked journey is shared by the Retailer with the Operator(s) that will provide the Booked journey. The Operators which are given access to personal data as a result of a Booked journey are controllers of the personal data which they gain access to and the processing they carry out in relation thereto. The Operator is only entitled to process personal data related to bookings for which it provides all or part of the journey. The legal bases for the Operator's processing of personal data for the purposes as set forth in section 4.5 is the agreement with the Traveller and a legitimate interest, as well as a public authority's general interest with respect to the Booking Party.

5.2 The sharing of personal data may take place via suppliers of booking systems, support systems and interfaces which, upon commission by the Retailer of travel services, make information accessible regarding the Booked journey and necessary personal data associated therewith to the Operators which will provide all or part of the journey. These suppliers are processors of personal data to both the Retailers of travel services and the Operators.

5.3 Before the journey

5.3.1 Between the time of the booking and the time of the journey, the following categories of functions may process personal data associated with a Booked journey:

- Customer Service of the Retailer of the travel service and of the Operators providing all or part of the journey;
- Personnel of Operators which are to provide all or part of the journey; and
- the Operator's booking system suppliers and support systems associated therewith.

5.3.2 The purpose of the processing which takes place between the time of booking and the time of the journey is to ensure that agreed services and products can be provided to the Traveller, answer questions from the Traveller, contact the Traveller before the journey in order to provide general information regarding the journey, or to give the Traveller a different itinerary in connection with foreseeable Service Disruptions.

5.4 During the journey

5.4.1 During the journey, the following categories of functions may process personal data associated with a Booked journey:

- Personnel of Operators which provide all or part of the journey;
- the Operator's booking system suppliers and support systems associated therewith; and
- Customer Service of the Operators which provide all or part of the journey.

5.4.2 The purpose of the processing which takes place during the journey is to provide the journey, verify tickets and contact the Traveller during a Service Disruption. In the event of a Service Disruption during an ongoing journey, the various Operators may also need to process personal data and transfer personal data to Operators other than those which were booked for the journey and to suppliers of replacement services and taxi for the Traveller to reach the agreed final destination in an alternative manner. If necessary, Operators may also need to process personal data and transfer personal data to provide food and lodging.

5.5 After the journey

5.5.1 After a journey, the following categories of functions may process personal data associated with a Booked journey:

- Customer Service of the Retailer who sold the journey and the Operators who provided all or part of the journey; and
- the Operator's booking system suppliers and support systems associated therewith; and
- the Operator's function for requirements specification towards the Swedish Transport Administration (Trafikverket).

5.5.2 The purpose of the processing which takes place after a journey, and which is covered by this Code of Conduct is to handle complaints and pay compensation for delays and to manage requirements against Trafikverket.

6. ASSISTANCE AND SPECIAL SEATING

6.1 In addition to the provisions otherwise stated in this Code of Conduct, the following provisions regarding processing of personal data shall apply to Assistance and the provision of Special Seating.

6.2 Collection and processing of personal data and legal basis for processing

6.2.1 In connection with the booking of a journey, data regarding a Traveller's disabilities may need to be collected and processed if required for Assistance. The foregoing may also apply in connection with booking of Special Seating if the need for such a seat must be verified in relation to the Traveller.

6.2.2 The personal data may require processing by the Booking Party and by the Assistance Station Staff and by the Assistance Staff On Board before, during and after the journey in order to make it possible to provide the agreed journey.

6.2.3 To the extent health data must be processed in order to provide the journey, the legal basis for the processing of the health data is that the processing is necessary in order to perform a legal obligation incumbent on the Retailers, Operators and the provisioners of Assistance. Where Assistance or Special Seating requires verification, the relevant health data may be processed since the processing is necessary with regard to a significant public interest.

6.3 The purpose of the processing of the collected personal data

6.3.1 In connection with booking Assistance, in addition to data necessary for provision of the journey, the type of disability the Traveller has is registered in order for provisioners of Assistance to prepare and assist the Traveller in the best way. This data is processed by the Retailer of the travel service, the Operators which are responsible for providing all or part of the journey and the provisioners of Assistance.

6.3.2 In connection with booking of Special Seating, the Traveller's disability may need to be processed if such a seat requires verification and to assist the Traveller in the best way.

6.4 Sharing of personal data

- 6.4.1 The personal data required for Assistance is shared via suppliers of the booking systems, and thus associated support systems and interfaces, with the party booking Assistance, providing Assistance Station Staff, and the Operator(s) responsible for Assistance Staff On Board. The parties responsible for Assistance Station Staff and Assistance Staff On Board are controllers of the personal data processing carried out in order to provision Assistance.
- 6.4.2 The personal data necessary for use of Special Seating is shared with the Operators who are responsible for all or part of the journey and who require the information.
- 6.4.3 In the event of a Service Disruption during an ongoing journey, data regarding the need for Assistance, Special Seating and disabilities may also be shared with the Operators who manage a Service Disruption and with other parties who assist the Traveller in reaching his or her final destination.

7. MAINTENANCE AND ERASING OF PERSONAL DATA

- 7.1 Each Retailer and Operator shall provide information to the data subject regarding maintenance and erasing of personal data.
- 7.2 Personal data and other information associated with a Booked journey is saved in a booking system and related support systems for not less than sixty (60) days and not more than three hundred and sixty-five (365) days after all of the journeys in the travel agreement have or should have been provided and is thereafter erased in order to minimize the amount of stored data. The foregoing shall not affect the Traveller's rights to bring claims against Retailers of travel services and Operators under applicable law or agreements.
- 7.3 Retailers and Operators may choose to process personal data for a longer period than stated above and for purposes other than those regulated under this Code of Conduct. In the event the Retailer or Operator processes personal data for a period longer than stated above or for other purposes, the Retailer or the Operator must provide information to the data subject including the purposes for which, and the legal basis for which, such processing takes place.

8. PERSONAL DATA BREACH

- 8.1 That party who, in any given case, is the controller with respect to the personal data affected by a personal data breach is responsible for judging how serious the personal data breach is, and how it should be handled, i.e. reporting and remedying the personal data breach, among other things. The controllers have no obligation to report personal data breaches to any other controller.
- 8.2 The processing of personal data breaches must be governed in the personal data processing agreements which exist between the respective controller and processor.

9. RESPONSIBILITY AND REVIEWING

9.1 Responsibility

- 9.1.1 Retailers and Operators who signed a Retailer contract, Partner contract (SPA) or Assistance contract with Samtrafiken i Sverige AB undertake to follow this Code of Conduct.
- 9.1.2 The Retailer who has made the booking of a journey and the Operator(s) who processes the personal data in order to manage and provide the booked journey bear the overall responsibility for compliance with this Code of Conduct. These Retailers and Operators are also responsible for informing Travellers and Booking Parties of this Code of Conduct.
- 9.1.3 A processor which processes the personal data for the purposes governed by this Code of Conduct at the request of a party which is a controller under this Code of Conduct, is responsible for compliance to this Code of Conduct.
- 9.1.4 A controller which transfers personal data to a third party in order to manage and provide a Booked journey is obliged to provide such information and otherwise take reasonable measures to allow the assumption that this Code of Conduct is being complied to by the party to whom the data was transferred.

9.2 Reviewing

- 9.2.1 Comments on the Code of Conduct as well as requests for changes to the Code of Conduct shall be addressed to Samtrafiken i Sverige AB.
- 9.2.2 Samtrafiken i Sverige AB shall summon and act as secretary for a council which shall review the Code of Conduct. The council shall consist of representatives of Retailers, Operators and Travellers. The Swedish Public Transport Administration, the Swedish Passengers Federation and the Association of Swedish Travel Agents and Tour Operators (SRF) and other organizations conducting corresponding operations shall be invited to participate in the council. In addition, Samtrafiken i Sverige AB shall invite Retailers and Operators who manage the majority of Booked journeys in Sweden annually to participate in the council.
- 9.2.3 The council will be summoned as required, however not less than one (1) time per year to determine the need for changes to the Code of Conduct and to discuss views on the Code of Conduct.
- 9.2.4 Any person who is of the opinion that a Retailer or an Operator has failed to comply with the Code of Conduct must first report such alleged non-compliance to the relevant organization for rectification. In the event the parties cannot agree, the person may report any complaints to the Swedish Authority for Privacy Protection.