

Business terms

– Valid as of 19 January 2011



Dear Customer

DSBFirst is a partnership between Danish DSB and the British First Group. Together we bring experience and innovation, enabling us to provide customer-oriented, stable and safe train operation.

Via our cooperation with Öresundståg, we expect to be able to continue the positive development of public transport in Southern Sweden and, in this way, contribute to the integration of the Øresund Region.

To us, being customer oriented means that we take responsibility for your entire travel experience. We will do our utmost to serve you before you travel, at the station, in the train as well as after your journey.

These business terms describe the conditions that apply when you buy a ticket to travel with DSBFirst.

They describe the rights that you have as a customer. We therefore recommend that you read these terms carefully.

Please visit our website on www.dsbfirst.dk for further information. You are also very welcome to contact us, if you have any questions or comments.

Have a pleasant journey!

DSBFirst

§ 1. This is where the business terms apply

These business terms apply to you and your luggage when you buy a ticket for a train journey with DSBFirst. For journeys with DSBFirst to Sweden, these business terms apply in as far as there are not already other applicable agreements on international rail operation, endorsed by Denmark.

Travel by train is also covered by current law on railway and passenger rights regulation, EU Regulation 1371/2007 from October 23rd 2007.

These business terms also apply if it becomes unavoidable for DSBFirst to use another method of transport than trains.

For any train journey that is part of a package holiday, the provisions of the Danish Package Holiday Act apply.

§ 2. DSBFirst's service

DSBFirst provides train travel.

2.1 On the timetable

DSBFirst publishes timetables and provides information on departures and changes to the timetables in leaflets, via continuously updated information at stations, at the website: www.dsbfirst.dk and through other suitable media.

DSBFirst will do its utmost to inform you of the changes we know in advance, but it is your responsibility to keep informed of any changes to the timetables.

You are responsible for choosing your train departure, and you should allow reasonable time to reach your destination or your connection for onward travel, if applicable.

2.2 Travelling with DSBFirst

DSBFirst will allow anyone to travel who has a valid ticket.

In very special circumstances, DSBFirst may turn away passengers for individual trains, if dictated by space conditions.

DSBFirst may prevent individuals from travelling – irrespective of whether they have a valid ticket – if they constitute a safety risk, are a nuisance to other passengers or train staff or if they refuse to follow the directions provided by DSBFirst staff or the directions posted in the trains or at stations or any similar information for passengers.

If at all possible, DSBFirst is happy to assist the individual passenger with getting on and off the train and with finding a seat on the train.

2.3 Luggage, bicycles and pets

You may bring personal luggage in suitcases, bags or similar in so far as there is room on the train. The individual piece of luggage may measure up to 100x60x30 cm. However, passengers may bring skis, snowboards and musical instruments in so far as there is room on the train.

Bicycles and prams may be brought if space permits. If you bring a bicycle, you will need to buy a separate ticket for it, whereas you may bring a pram without paying extra.

You may bring a dog, if it is on a lead, but you are required to buy a separate ticket for your dog. However, guide dogs may be brought at no extra payment. Small dogs and other pets carried in a bag or similar may be brought at no extra cost under the same terms as personal luggage.

You are responsible for whatever you bring with you on the train, be it luggage, bicycle, pram or pet, and for the damage it may cause to DSBFirst, staff or other passengers unless such damage can be attributed to DSBFirst.

§ 3. Tickets

The validity of your ticket is stated on your ticket. You are not permitted to pass on your ticket if it is made out in your name, or when the journey has started or has been completed.

A single ticket is valid from 4.00 am on the date stated on the ticket till 4.00 am the following night. 1-, 2-, 5- and 10ride tickets must be validated in the machine before you get on the train and they are valid for the period indicated.

Tickets do not provide access to a particular departure. DSBFirst does its utmost to have sufficient capacity so all passengers may get on the departure of their choice and get seats, but DSBFirst does not guarantee you a seat on the train.

3.1 Fare systems

DSBFirst provides information on prices, discounts, fees and penalty fares on www.dsbfirst.dk, by telephone on +45 70 13 13 11 or at any station in the Greater Copenhagen area.

For journeys crossing Øresund with DSBFirst, the prices and rules for travel prepared by the Øresund Fare Partnership apply. Otherwise, DSBFirst regulations on sales, inspection, etc. apply.

For local journeys with DSBFirst in the Greater Copenhagen area, Movia's prices and rules for travel apply. Otherwise, DSBFirst regulations on sales, inspection, etc. apply.

For tickets or cards that include travel with another railway company in Denmark, the rules and conditions for that railway company apply for the part of the duration that takes place with the railway company in question.

3.2 Ticket sales at stations, from ticket machines and on the Internet

Tickets may be purchased at all manned ticket sales in the Greater Copenhagen area or in ticket machines at stations in the Greater Copenhagen area.

Tickets for journeys with DSBFirst crossing the Øresund may also be purchased at www.oresundstag.se.

If you cannot purchase a ticket for your entire journey at the station where your journey begins, you may purchase a ticket to the nearest station where the ticket you require may be purchased.

3.3 Ticket sales in DSBFirst trains

As of June 1st 2011 it is no longer possible to purchase tickets on board Øresund trains in Denmark or Skåne. The rules below shall be in force up to and including May 31st 2011.

You may purchase your ticket in the DSBFirst train when you travel across Øresund, between Copenhagen Central Station and Malmö Central Station.

If you purchase your ticket on the Øresund train, you will be charged an extra fee of DKK 80/SEK 100 per person/dog/bicycle.

Any disabled passenger travelling alone may purchase their ticket on the train for the entire journey without paying the extra fee.

Discounted ticket products are not available for purchase on the train.

3.4 Refunds on Øresund tickets

In certain circumstances, DSBFirst provides the option of a refund on unused tickets. A refund can only be made against presentation of the original ticket, and lost or stolen tickets are not refunded.

Øresund tickets may only be refunded in the country in which they were purchased. An administration fee is charged. The fee currently amounts to DKK 40.

Øresund tickets are refundable before the date of validity printed on the tickets. As an exception to this rule, you may always have a refund on your Øresund ticket up to 15 minutes after you purchased it.

Unused Øresund multi-ride tickets are refunded in full. Partly used Øresund multi-ride tickets are refunded as per the price of the ticket minus the number of rides used. The price of the individual ride(s) deducted is always the current price on a return Øresund ticket. Damaged multi-ride tickets may be replaced with a multi-ride ticket with the same number of rides.

Passengers deciding to break off their journey on account of a major delay or because they cannot make the connection to their final destination may receive a refund for the part of the journey that is not completed on account of the delay.

Øresund season tickets may be refunded for the time period that the ticket holder does not want to use it. If the season ticket is partly used, a separate price per day is deducted for the number of days that the ticket was used.

A so-called *SU-Øresundskort* (Øresund Season Ticket for Students) is not refunded as of the first day of its period of validity.

There are special rules on refunds on the so-called *Uddannelseskort* (Youth Season Ticket). For more information, please contact DSB Customer centre in Kolding on +45 70 13 14 15.

Ticket products from Movia, DSB and Arriva may be refunded according to the individual transport authority's detailed rules on tickets. Contact details are as follows:

www.moviatrafik.dk

www.dsb.dk

www.arriva.dk

§4. Inspection of tickets and penalty fares

4.1. Inspection of tickets

You are required to have a valid ticket at the beginning of your journey. By a valid ticket, we mean a date-stamped ticket, a validated multi-ride ticket, a text message ticket or a season ticket.

DSBFirst checks daily that all machines for validating tickets operate correctly, and when you travel on a multi-ride ticket, you are responsible for checking that the stamp (zone number, date and time) on the multi-ride ticket is correct.

You are required to keep your ticket during the entire journey and to show it to our staff without being asked. If our staff has to ask to see your ticket, DSBFirst will only accept your ticket if you show it more or less immediately after being asked.

If you do not show a valid ticket, you are required to prove your identity and give your full name, address and date of birth on demand from DSBFirst staff.

If you do not immediately pay for a ticket you shall be requested to pay the amount by an invoice giro transfer form for which you shall give receipt by stating your full name, address, birthday, and signature.

Tickets are confiscated if used fraudulently.

4.2 DSBFirst's penalty fares

If you do not have a valid ticket on demand, you are required to pay a penalty fare of DKK 750/SEK 900. In Denmark, the penalty fare is also your ticket to the station you are travelling to. The penalty fare is only valid as a ticket in regional trains on Kystbanen and in the Øresund train.

Children under 16 who cannot produce on demand a valid ticket are required to pay a penalty fare of DKK 300/SEK450. This rate also applies to dogs.

For bicycles, the penalty fare is DKK 100/SEK 125.

If you do not immediately pay for the penalty fare, you will be handed an invoice for the amount, and you will be asked to sign for it and provide your name, address, date of birth and prove your identity as described above. If you refuse to receive the invoice, you may be asked to get off the train. You cannot claim a refund of any payment that you may already have made.

Any passenger who has forgotten his or her Danish season ticket is entitled to have the penalty fare reduced to an administration charge of DKK 125/SEK150. The penalty fare is reduced if the season ticket is purchased in Denmark, if the season ticket was valid the day the penalty fare was issued and if the season ticket is presented at a Danish ticket sales no later than 14 days after the time that the penalty fare was issued.

In special circumstances, DSBFirst may waive the penalty fare. This may happen, if there is sufficient doubt as to whether the passenger has had the opportunity to buy a ticket. An example of such an instance is when it has not been possible to get a ticket at the station where the passenger started out.

4.3 Fees related to penalty fares

The following reminder procedure and fees apply to penalty fares:

- If an arrangement is made about payment in instalments, DSBFirst may charge a fee of DKK 25 per instalment.
- If a reminder about payment has to be sent, DSBFirst may charge an administration fee of DKK 100/SEK 120 per letter.
- If the amount is not paid following the first reminder, the claim is submitted for collection via SKAT Inddrivelsesenheden (Danish Inland Revenue Collection Unit). When

taking over the debt, SKAT Inddrivelsesenheden charges a fee. This fee is added to the debt.

- On the basis of the entry in the enforcement court records or by defaulting on payments agreements, the passenger is listed with RKI Kredit Information A/S as a bad debtor.

§ 5. DSBFirst's liability for damages arising from delays, missed connections and cancellations

DSBFirst is liable to pay compensation to its customers in connection with delays, missed connections and cancellations according to the following rules.

5.1 Travelling time guarantee and delays

Travelling time guarantee As a customer with DSBFirst, you are entitled to compensation in connection with major delays via the travelling time guarantee scheme. We differentiate between the following three types of guarantee:

- DSBFirst Basic Travelling Time Guarantee
- DSBFirst Commuter Travelling Time Guarantee
- DSBFirst Øresund Travelling Time Guarantee

DSBFirst Basic Travelling Time Guarantee

This scheme applies to passengers travelling on a standard ticket, multi-ride ticket, annual season ticket or a senior citizen ticket. DSBFirst Basic Travelling Time Guarantee comes into effect if your train is delayed by 30 minutes or more. You are required to submit an individual application for each individual incident. The compensation is provided in the form of a replacement ticket or a cash payment.

The application is submitted on a form as described in the brochure "DSBFirst Basic Travelling Time Guarantee".

For more information, please visit www.dsbfirst.dk, where you can also get an application form.

DSBFirst Commuter Travelling Time Guarantee

This scheme applies to passengers travelling on monthly or commuter season tickets and who have registered in advance for one of DSBFirst's commuter lines:

- Kystbanen (Helsingør to Copenhagen Central Station)
- Kastrupbanen (Copenhagen Central Station to Kastrup)
- The Øresund line (Copenhagen Central Station to Malmö)

DSBFirst Commuter Travelling Time Guarantee is based on the punctuality of trains over a period of time. If the proportion of the trains that are delayed or cancelled exceeds the minimum level of punctuality during the course of a month, you are entitled to compensation. The compensation is paid successively after the expiry of your season ticket and is paid into your NEMkonto.

For more information, please visit www.dsbfirst.dk, where you can also register for one of DSBFirst's commuter lines.

DSBFirst Øresund Travelling Time Guarantee

This scheme applies primarily to passengers who live in Sweden, who do not have a NEMkonto, and who travel across Øresund on an Øresund season ticket or a so-called *SU-Øresundskort* (Øresund Season Ticket for Students) which they buy in Denmark.

If you have a Danish civil registration number, you should register for the scheme DSBFirst Commuter Travelling Time Guarantee.

DSBFirst Øresund Travelling Time Guarantee applies if you are delayed by 25 minutes or more on your journey across Øresund. You are required to submit an individual application for each individual delay, and the compensation provided is a replacement journey between the stations that appear on your season ticket.

For more information, please visit www.dsbfirst.dk, where you can also get an application form.

5.2 Compensatory transport

The provisions of this clause apply to journeys on regional trains on Kystbanen and Kastrupbanen as well as journeys with the Øresund train when delays and cancellations take place on the Danish side of Øresund.

In addition to DSBFirst's rules on travelling time guarantee, DSBFirst has a duty to limit the inconvenience caused by delays, missed connections and cancellations. If your waiting time exceeds an hour or if you miss the last connection on the line on that day, DSBFirst offers replacement transport to the station in the Øresund Region, to which you have a ticket or a season ticket.

If you want DSBFirst to cover your expenses in connection with alternative transport, such as a taxi fare, you are responsible for getting DSBFirst's explicit approval to the decisions you make.

You may contact DSBFirst via the staff on the train or by calling our Customer Centre on +45 70 13 13 11.

DSBFirst only has a duty to cover documentable losses, and DSBFirst never covers non-material losses.

DSBFirst's liability under clause 5.2 lapses, if the delay is caused by outside factors, such as freak weather conditions, collisions, bomb threats, directions or bans made by government authorities, strike, lockout or other similar conditions. DSBFirst's liability also lapses if the delay, missed connection or cancellation is owing to errors on the part of the passenger or to the actions of a third party, the consequences of which DSBFirst could not avert.

DSBFirst never has a duty to cover the costs incurred as a consequence of missed onward travel arrangements with aeroplane, ferry, coach or similar, irrespective of whether the cause of the missed onward travel arrangement is owing to a delay for which DSBFirst is liable or if it is owing to outside factors.

§6. Compensation

6.1 Compensation for injury to people

DSBFirst provides compensation for injuries to passengers, if the injury is a consequence of an incident in connection with carriage by rail during the passenger's stay in the train or when he or she was getting on or off the train. There are separate compensation rules for employees who are in a contractual relationship of employment with the railway company or the infrastructure administrator.

The compensation for personal injury or loss of a breadwinner may be reduced or lapse, if the injured person or the deceased intentionally contributed to the injury.

In addition, the compensation may be reduced or, in special circumstances, lapse, if the injured person or the deceased showed gross negligence in contributing to the injury.

DSBFirst's liability to pay compensation is also covered by current law on railway, the Regulation of Passenger Rights and the Danish law on Liability to pay Compensation.

6.2 Compensation for damage to luggage

DSBFirst provides compensation for damage to and loss of items which the passenger brings as hand luggage, if the damage is a consequence of an incident in connection with carriage by rail during the passenger's stay in the train or when he or she was getting on or off the train.

Compensation for damage to luggage may not exceed dkk 14 700 per passenger (adjusted as of 1 January 2011).

The compensation for damage to property may be reduced or lapse, if the claimant intentionally or negligently contributed to the damage.

The compensation amounts are adjusted every year on 1 January. The Minister for Transport announces what the adjustments will be.

Compensation for damaged aids and appliances, for disabled passengers is not limited to a certain amount if DSBFirst is responsible for either partial or complete damage of the aid or appliance.

§ 7. Assistance for disabled passengers

DSBFirst has a duty to ensure that all its passengers may travel on equal terms. This means that we offer to assist passengers who on account of disability need extra help before, during and after the journey.

On our website, you may access our brochure "Assistance for Disabled Passengers" which provides more information on your rights and opportunities. You may also telephone us on +45 70 13 13 11.

§ 8. Lost property service

There are different rules on handling lost property in Denmark and Sweden. If you forget any of your property on the Øresund train, please visit our website on www.dsbfirst.dk in order to obtain information on how you advertise for your lost property.

DSBFirst do not contact personal on the trains, to search for lost items. Furthermore, it is not possible to make arrangements for collecting items, outside the general lost and found system.

§9. Complaints and how to make a complaint

Complaints relating to issues about a particular journey that cannot be solved by contacting DSBFirst's staff on the train may be forwarded to:

DSBFirst Customer Centre
Post box 320
DK-0900 Copenhagen C
Denmark

Your complaint must reach DSBFirst no later than 14 days after the incident that gave rise to your complaint took place. Your complaint must be accompanied by a copy of the original stamped ticket. Within 14 days of having received the complaint, DSBFirst will write to you to acknowledge receipt of your complaint and inform you of the further processing of your complaint.

DSBFirst is affiliated with the Board of appeal for Bus, Train and Metro. Decisions made by DSBFirst can be appealed to the board of appeal. Procedures and conditions can be found on www.abtm.dk.

The Board of appeal will charge a fee for handling a case.

§ 10. Commencement and publication

Valid as of 19 January 2011 until further notice

A copy of the business terms may be collected at one of our stations and it is available as a download on www.dsbfirst.dk.