

**Conditions of Carriage & Fare Conditions of
Regionalverkehre Start Deutschland GmbH
Start Unterelbe**

- hereafter referred to as ***Start Unterelbe*** -

effective as of 06.11.2020

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I. Conditions of Carriage of Start Unterelbe

1. Scope of Application

1.1 These conditions apply to the carriage of individuals, animals, and items in means of transportation on all trains operated by **Start Unterelbe** unless otherwise stated in the following regulations.

Regularly scheduled **Start Unterelbe** trains according to the timetable and those running as required are considered means of transportation.

1.2 These Conditions of Carriage amend the statutory provisions of the German Railway Regulations (EVO) in its current version and EC Regulation No. 1371/2007 of the European Parliament and Council.

1.3 By boarding the train, passengers accept the **Start Unterelbe** Conditions of Carriage and Fare Conditions as legally binding as well as other special carriage and fare conditions, if applicable, including those of transport associations. The Conditions of Carriage are part of the Contract of Carriage.

1.4 In **Start Unterelbe**-operated means of transportation, the power to enforce **Start Unterelbe** regulations lies with its carriage and operating staff as well as appointed third parties (e.g. security staff).

2. Rights and obligations

2.1 Passengers have a right of carriage within the limits of available capacities, if

- (1) they can present a valid ticket. The information on the ticket is relevant. A first-class ticket is also valid for second class.
- (2) the valid conditions of carriage, fare conditions, official orders and other general orders of **Start Unterelbe** are met.
- (3) the carriage with trains is possible according to schedule.
- (4) the carriage is not impeded by circumstances which **Start Unterelbe** is not responsible for and which effects it cannot avert.

Carriage and operating staff as well as appointed third parties (e.g. security staff), can refer passengers to certain cars and seats for operational reasons or in order to fulfill carriage obligations if necessary. Instructions of the carriage and operating staff, as well as appointed third parties, are always to be followed. Children under the age of six who are not of school age yet can only travel if supervised by an accompanying person. The accompanying passenger must supervise the child. The accompanying individual also needs a ticket for the entire route the child is travelling.

2.2 Behavior of passengers

2.2.1 When using facilities and train cars, passengers shall follow safety and order regulations to ensure safety and order on the train, their own safety and the safety of others. Passengers must fully comply with instructions of the carriage and operating staff as well as appointed third parties (e.g. security staff).

- (1) Each passenger shall only occupy one seat.
- (2) Specially marked seats and large compartments shall be made available to severely disabled passengers, those with walking disabilities, elderly or infirm passengers, expectant mothers and passengers with small children. Mobility devices such as walkers, which can be used as a seat, may not be used in such a way during travels. The passenger is liable for any damage resulting from non-compliance.
- (3) Upon request, a seat marked accordingly on an online reservation shall be released to the passengers with a valid reservation/seat reservation for regulars. Five minutes after departure from the entry station displayed on the reservation form, the reservation expires, and the seat becomes available to other passengers.

2.2.2 Passengers may not:

- (1) Arbitrarily open train doors during travel and outside of stations.
- (2) Throw objects, in particular garbage, in or out of the train or leave them behind except when disposed of in designated garbage containers.
- (3) Jump on and off the train during travel.
- (4) Significantly impede or obstruct the usable area of the carriages, particularly passageways, entrances, and exits, with their body or luggage.
- (5) Smoke onboard, including electronic cigarettes (smoking ban) and consume alcoholic beverages or carry them in open, especially non-reclosable containers (alcohol consumption ban).
- (6) Use sports equipment onboard (e.g. bicycles, inline skates, rollerblades, skateboards, kickboards and such).
- (7) Use sound reproducing apparatus, radios or televisions with open loudspeakers, musical instruments or noise-generating devices.
- (8) Use sound reproducing apparatus, radios or televisions with headphones in a way that disturbs other passengers.

- (9) Do trade onboard, distribute leaflets, beg, collect, advertise or perform as showmen or actors with the aim of making money; however, exceptions are possible with the consent of **Start Untereibe**. To advertise and sell the possibility to travel along with passengers who have regional day tickets (**Länder-Tickets**) and severely disabled passengers registered in the category "B" (companion).
- (10) Talk to the conductor during travels.
- (11) Enter a train car deemed occupied or one that is specially marked.
- (12) Open equipment not intended to be used by passengers, such as driver's cabs and service compartments or operate such equipment.
- (13) Kneel or stand on top of the seats or soil the seats, for example with shoes.

2.3 If a passenger violates his obligations under sections 2.2.1 to 2.2.2, he may be excluded from the carriage. In the case of endangering safety and order on the train or the safety of the people, no prior order is required. There is no claim for fare refund in the case of expulsion.

2.4 Breaching the smoking or alcohol ban entails a contractual penalty of € 60 respectively € 40. These contractual penalties may also be issued multiple times in the event of repeated violations during one train journey. In the case of soiling the carriages, the individual will be charged with the actual cleaning costs, but with at least 40 €. Further claims remain unaffected. The individual may provide evidence to **Start Untereibe** that the damage caused amounts to less than € 40. In this case, the passenger must compensate **Start Untereibe** in the proven amount of damage. In addition, passengers must present their personal data with valid government-issued photo identification. If passengers cannot follow through or provide false personal data, they must bear the costs resulting from this action.

2.5 Anyone who steals or abuses emergency brakes, emergency hammers, fire extinguishers or other security devices shall pay a contractual penalty of € 200 without prejudice to any prosecutions in criminal or fine proceedings and further civil claims. In addition, passengers must present their personal data with valid government-issued photo identification. If they cannot follow through or provide false personal data, they must bear the costs resulting from this action.

2.6 In the event of intentional damage to carriages or equipment, a contractual penalty of € 200 must be paid without prejudice to any prosecutions in criminal or fine proceedings and further civil law claims. In addition, passengers must present their personal data with valid government issued photo identification. If they cannot follow through or provide false personal data, they must bear the costs resulting from this action.

2.7 Complaints about tickets and seating matters as well as any other complaints directly related to the train journey must immediately and directly be communicated to the train staff. Complaints about fares and any matters regarding change from a ticket purchase as well as complaints of a general nature are to be presented to the customer center in Cuxhaven, online via the contact form under

www.start-unterelbe.de, by email at kundenservice@start-unterelbe.de or phone at 0180 6996633 (€ 0.20 when calling from a German landline, up to € 0.60 when calling with a mobile phone).

2.8 Liability for any damage or disruption to the day-to-day operation caused by passengers or the animal or item they are traveling with lies with those passengers. Passenger shall reimburse any costs incurred.

3. Exclusion from Carriage

3.1 Passengers who present a danger to the safety or order onboard or the safety of passengers may be excluded from the carriage. Passengers without a valid ticket or those who cannot present a valid ticket when boarding and/or do not show or present it on demand and/or refuse to disclose their personal data, may be excluded from carriage and are required to pay an increased fare under II.1.5.1 (section 12 of the German Railway Regulations EVO). Passengers who have not yet reached the age of 18 can be turned over at a suitable point to a caregiver, member of operational staff at the platform or the police. Invalid tickets may be withheld by the carriage or operational staff, as well as third parties appointed by **Start Unterelbe** (e.g. security staff).

3.2 Insofar as the following conditions apply regarding item 3.1, particularly shall be excluded:

(1) Passengers under the influence of alcohol or other intoxicating substances. Such passengers are handed over at a suitable point to a caregiver, a member of operational staff at the platform or the police.

(2) Passengers with weapons covered by the Arms Act, unless they are federal or regional police officers authorized to carry weapons in public and can present evidence immediately upon request. Weapons are to be carried close to the body.

(3) Passengers who harass other passengers with their behavior or lack of personal hygiene or soil the carriage in an inappropriate manner.

(4) Passengers with infectious diseases pursuant to the German Protection against Infection Act.

(5) Passengers demonstrating readiness to use violence and those using violence.

3.3 There is no right to fare refund if items 3.1 and 3.2 apply.

3.4 Exclusion from carriage is carried out by carriage or operating staff as well as third parties appointed by **Start Unterelbe** (e.g. security staff). Passengers must leave the train upon request.

4. Traveling with Items and Animals

4.1 Passengers may carry light portable items (carry-on/payload) free of charge in **Start Unterelbe**-operated trains provided that safety and order are not endangered, there is enough space and fellow passengers are not obstructed, endangered or otherwise impaired.

4.2 Passengers shall store items only in specially designated areas, primarily at the end of the carriage of these suitcase/luggage areas. They may store light portable items on the overhead racks and under their seat. Passengers must always follow instructions regarding accommodation of luggage made by carriage or operating staff as well as appointed third parties (e.g. security staff). Luggage must always be stored in such a way that escape routes and passageways are not blocked. It is not allowed to place luggage in the passageways or the entrance or exit areas of the train.

4.4 In any case, passengers are solely responsible for securing and supervising their belongings.

4.4 Dangerous substances and items are excluded from the carriage, particularly the following:

- (1) Explosive, highly flammable, radioactive, foul-smelling, or corrosive substances,
- (2) Unpacked and unprotected items that may injure passengers,
- (3) Objects that extend beyond the carriage perimeter, as well as
- (4) Autocycles, mopeds and other vehicles/items with a combustion engine.

4.5 If there is a reason to suspect that passengers carry any objects or materials excluded from the carriage, they shall immediately provide the transport company with proof of harmlessness. Passengers who fail to comply with such proof or who obviously carry prohibited objects or materials may be excluded from the carriage or further carriage without any right for a refund.

4.5 Animals

- 4.5.1 Living pets that are small (up to the size of a domestic cat), harmless and kept in closed carriers (such as animal transport boxes) and are stored similar to hand luggage may be taken onboard. The carriers must be designed in such a way as to exclude adverse effects on passengers and items. Carriage of these animals is free of charge.
- 4.5.2 Dogs that are not accommodated or cannot be accommodated in carriers specified under point 4.6.1 are taken onboard under the condition that they are kept on a leash and wear a muzzle. Passengers shall pay half the regular or economy price for these dogs unless a different arrangement is made within the fare offered. A **BahnCard** or passenger discount does not apply. Guide and service dogs pursuant to section 145 paragraph 2 No 2 of the German Social Insurance Code (SGB) Volume IX do not have to wear a muzzle and may be taken onboard the train free of charge, if the identification card of the severely disabled passenger is registered in the categories "B" (companion) or "Bl" (blind) (see: Part II Item 1.4.2). Police dogs may travel free of charge and do not need to wear a muzzle. The same applies to service dogs if passengers can provide a medical certificate proving they require a service dog.
- 4.5.3 Traveling with dangerous dogs is not permitted (pursuant to regulations in force in German federal states for the protection against dangerous dogs).
- 4.5.4 Animals may not be accommodated on seats.
- 4.5.5 All other animals which cannot be accommodated in small transport carriers, as well as animals with infectious diseases and particularly poisonous animals, are excluded from the carriage.

5. Traveling with Bicycles and Mobility Devices/Wheelchairs

5.1 Passengers may travel with bicycles if there is sufficient space and only in those carriages marked with a bicycle pictogram. Each passenger may only travel with one bicycle. Bicycles include:

- (1) Two-wheeled single-seat bicycles
- (2) Folded bicycle trailers
- (3) Bicycles with electric auxiliary engines within the scope of the respective tariff provisions
- (4) Tandems
- (5) Recumbent bicycles and tricycles
- (6) Scooters that are the size of a bicycle (e.g. Nordic Scooter)

Passengers may travel with electric bicycles subject to compulsory insurance (e.g. pedelecs) only within the scope of the respective tariff provisions.

Before boarding the train, passengers must remove all pieces of luggage from the bike. Passengers shall load and unload their bicycles themselves. Bicycle trailers that serve as prams are carried free of charge and are subject to the regulations for transporting prams. Other bicycle trailers and transport carriages such as handcarts are also transported free of charge provided there is sufficient space. Carriage or operating staff, as well as appointed third parties (e.g. security staff), will make this decision. Oversized outdoor (four-wheel) leisure mobility devices, approved for the road, as well as electric scooters that do not comply with the ISO standard or weight limits in force (a maximum of 350kg when occupied) and are not used by disabled passengers, are also excluded from the carriage.

5.2 If the space intended for bicycle carriage is required for passengers, especially those travelling with children in prams and wheelchair users, passengers with a bicycle have no right to carry their bicycle and must disembark the train immediately if necessary, continuing on the next train. The later connection does not entitle passengers to any compensation or reimbursement under passenger rights for their used ticket or the bicycle ticket purchased.

When traveling by alternative bus transport, passengers with bicycles may be refused carriage due to lack of space and for security reasons.

5.3 Passengers are always self-responsible for securing and supervising their bicycles or mobility devices. Under special circumstances, entrance areas of the train car may be used for accommodation if the carriage staff has given their consent, as long as passengers can still embark and disembark. Safety of passengers shall not be impaired by the carriage of bicycles or mobility devices.

5.4 When traveling with a bicycle, passengers have to pay the fixed fare for carriage of bicycles by purchasing a bicycle ticket before departure. Children under the age of six may travel free of charge with a children's bike.

5.5 For travels within transport associations and tariff communities, special conditions apply for bicycle carriage. Please refer to those respective conditions of carriage.

5.6 Standard bicycles that have been disassembled and fully packed and are therefore unable to ride, as well as folded bicycles that are packed or unpacked, are considered payload and are carried free of charge.

6. Lost Property

6.1 Pursuant to section 978 of the German Civil Code (BGB), lost property has to be immediately handed over to the carriage and operating staff or appointed third parties (e.g. security staff). The Lost & Found office of the city of Cuxhaven will hand over the lost property to the rightful owner.

Address:

Stadt Cuxhaven
Rathaus
Rathausplatz 1
27472 Cuxhaven

Opening hours:

Mon -Thu: 8:30 a.m. - 12:30 p.m., Tue / Thu: 2:30 p.m. - 5:00 p.m., Fri: 7:30 a.m. - 12:30 p.m.

Postal address:

Stadt Cuxhaven
Rathaus
Postfach 680
27456 Cuxhaven

Carriage and operating personnel, as well as appointed third parties (e.g. security staff), may only immediately return lost items to the rightful owners if they can prove to be the rightful owner, if the lost property is still on the same train and has not yet been reported lost. The rightful owner has to confirm receipt of the items in writing.

6.2 In order to safeguard the claim of the finder upon handing over lost items, the rightful owner must provide a complete address and present valid identification.

6.3 No liability is accepted for lost property; statutory liability claims remain unaffected.

6.4 The transport company may freely dispose of perishable lost property.

6.5 Storage and return of the lost property shall be in accordance with fee regulations of the city of Cuxhaven.

7. Liability in Case of Cancellation, Delay and Missed Connections

Deviations from timetables do not justify further claims other than the passenger rights referred to in Part II, item 4. Claims from passenger rights are to be directed at **Start Untereibe**. This particularly applies if it can be assumed that the train causing the delay or the cancelled train itself was a **Start Untereibe**-operated train.

8. Additional services

Currently, **Start Untereibe** does not yet offer wi-fi service onboard their trains on their route networks. As soon as trains of certain networks are gradually equipped, the following applies:

There is no claim to continuous availability, guaranteed speed or a certain minimum bandwidth. Passengers may use the wi-fi free service of charge and at their own risk. The network provider appointed by **Start Untereibe** is responsible for the service and the company's terms and conditions can be viewed when registering/logging onto the system. Provisions under item 13 remain unaffected.

9. Video Surveillance

In order to prevent and resolve criminal offenses, **Start Untereibe** reserves the right to monitor passenger areas with video equipment. Those vehicles are specially marked.

10. Data Privacy

Personal data is collected, processed and used by **Start Untereibe** under the provisions of the General Data Protection Regulation (GDPR) pursuant to EU Regulation No. 2016/679.

11. Statute of limitations

Claims under the contract of carriage expire after two years. The beginning of the period is the date of the claim. Incidentally, the statute of limitations is based on general regulations. For claims arising from passenger rights, a period of limitation applies pursuant to provisions of EC Regulation No. 1371/2007.

12. Jurisdiction

The place of jurisdiction for all disputes arising from these Conditions of Carriage is Frankfurt am Main, Germany.

13. Liability

Start Untereibe is generally and only liable to passengers in case of intent or gross negligence; in the event of breaching essential contractual obligations (cardinal obligations) and causing injuries to life, limb or health, even in case of slight negligence. Significant contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on which the contractual partners regularly rely upon and may rely upon. However, in the event of breaching essential contractual obligations, the obligation to pay compensation is limited to typically foreseeable damage. Except for cases of intent, gross negligence or breach of essential contractual obligations, liability for property damage is limited to a maximum of € 1,000 per passenger. The provisions of the German Liability Act (HPfIG) and EC Regulation No.

1371/2007 including its Annex I (CIV) remain unaffected.

II. *Start Unterelbe* Fare Condition

1. General Fare Conditions

1.1 Scope of Application

The following regulations regarding the fare conditions exclusively refer to **Start Unterelbe**-operated trains that are running according to the timetable. **Start Unterelbe**-operated trains run in the following transport associations and tariff communities:

- Lower Saxony Tarif (LTN), on the segment between Hamburg main station and Cuxhaven
- Deutsche Bahn (BB DB), nationwide entering and leaving the segment between Hamburg main station and Cuxhaven, in regional and long-distance transport
- Hamburg Public Transport Association (HVV), on the segment between Hamburg main station and Himmelpforten

Since the **Start Unterelbe** route network lies in its entirety within the scope of the Lower Saxony tariff, essential provisions of that tariff are adopted as **Start Unterelbe** fare conditions and listed under Part II items 1.6 - 1.12. In addition, provisions under the Lower Saxony apply in full.

For travels which take place exclusively on routes or segments within the tariff zone of a transport association or tariff community, i.e. for travels starting and ending within the same transport association or tariff community without leaving that zone, valid fares of the transport association or tariff community apply, unless it is explicitly stated that **Start Unterelbe** fare conditions take priority.

1.2 Tickets

Tickets can be purchased at **Start Unterelbe** travel centers (i.e. DB Reisezentrum) or other designated travel centers, agencies, video travel centers, and vending machines depending on the fare (see item 1.1). Carriage on **Start Unterelbe**-operated trains is only possible with a valid ticket. The ticket must be purchased before boarding the train. Tickets can be purchased at the earliest 3 months before the day of the travel. In exceptional cases, e.g. in the case of an adjustment in timetable or price, the advance purchase period may be shortened. If tickets are purchased via online shops linked to the homepage www.start-unterelbe.de general terms and conditions for the online shop apply.

1.2.1 Tickets under the Deutsche Bahn AG long-distance traffic may also be used on **Start Unterelbe**-operated trains unless, according to the DB Conditions of Carriage, they are exclusively valid in DB long-distance trains e.g. DB leisure tickets (**Freizeit-Ticket**).

1.2.2 If tickets are only valid in connection with a government-issued identification or photo identification, according to the tariff, then those documents must be valid as well. This regulation applies irrespective of the constituency (tariff association, regional or long-distance transport).

1.2.3 Tickets or travel authorizations used contrary to the regulations of the Conditions of Carriage or Fare Conditions are void and may be confiscated. Tickets or travel authorizations

are void if:

- The required information, entries, time stamps, signatures or photos are missing.
- They are completed incorrectly or illegible and if passengers do not complete them correctly and legibly promptly after being requested.
- They have been severely damaged or rendered illegible or otherwise altered without authorization.
- They are valid only in connection with an identification or authorization card and these documents cannot be presented or are void.
- The required photo is not firmly attached to the ticket.
- The validity period has not yet been reached or has already expired.
- They have not been validated.
- They are used by unauthorized passengers.
- They are not presented as originals.
- They are only presented as a copy/photo (certified or not).
- They are only valid for second class and are used in first class

Unless tariff regulations state otherwise, tickets are also void if they have been laminated or sealed. This especially applies to semester tickets and identification for severely disabled passengers.

1.2.4 Refund

Tickets purchased via **Start Unterelbe** (item 1.2) will be refunded free of charge if they are returned prior to the first day of validity. With the first day of validity, if a ticket was not or only partially used, the price or the difference between the price paid and the standard price or flex price for the distance covered, minus a handling fee of € 17.50 will be refunded. The passenger has to present proof that the ticket was not at all or only partially used. Regional day tickets **Ländertickets**, weekend tickets **Schönes-Wochenende** and day tickets **Quer-durchs-Land** cannot be exchanged or refunded! Other refund regulations may be described in the respective tariff plan.

1.2.5 Exchange

Before the first day of validity, passengers may exchange tickets purchased with **Start Unterelbe** (item 1.2) for a different ticket by receiving the shortfall amount or paying the surplus amount. With the first day of validity, tickets may only be exchanged with a processing fee of € 17.50. Other exchange regulations are described in the respective tariff plan.

1.2.6 Overpayment voucher

An overpayment coupon can be issued by **Start Unterelbe** carriage staff. The coupon shall be redeemed within 3 years at the customer center in Cuxhaven.

1.3 Carriage Fee

1.3.1 The fare is to be paid in cash or non-cash (not onboard, Girocard or VISA / Master).

1.3.2 Passengers shall prepare the exact fare. The sales staff is not required to break bills of over € 50 or accept one-cent and two-cent coins amounting to more than 10 cents, as well as heavily damaged bills and coins. 500 € bills are not accepted.

1.3.3 If the sales staff cannot break money, passengers are issued an overpayment coupon (see item 1.2.6). It is the passenger's responsibility to collect/redeem the amount by presenting the overpayment voucher at the travel center in Cuxhaven.

1.3.4 Tickets may be purchased at vending machines and must be paid in accordance with technical specifications. If the vending machine issues an overpayment voucher, item 1.2.6 applies accordingly.

1.3.5 If passengers cannot purchase a ticket prior to boarding the train for lack of exact fare, the transportation staff may charge an increased fare. Passengers have no claim to use other means of payment (debit card etc.).

1.4 Free Carriage

1.4.1 Children up to the age of 5 are only allowed to travel without a ticket if the accompanying caregiver has a valid ticket or travel authorization.

1.4.2 Carriage of severely disabled passengers, their companions, mobility devices and hand luggage is regulated under the provisions of the German Social Security Code (SGB IX) as amended. In addition, passengers with a severely disabled identification card, who have purchased a valid time stamp from the social welfare office, will be transported free of charge in **Start Untereibe**-operated trains on the entire route network, irrespective of the route directory and as long as the statutory provisions stipulate the above. The severely disabled identification card is only valid as a travel authorization if presented in the original and with a valid time stamp (see item 1.2.1). Copies, including certified ones do not authorize to travel. Passengers with such identification can travel with an accompanying person and/or dog (see Part I item 4.6.2), if the severely disabled identification is registered in the category "B" (companion) and the remark "Proven need for constant supervision" or "ID holder is allowed to travel with a companion" has not been deleted. This also applies if severely disabled passengers do not travel with an attached supplementary sheet and a time stamp but have instead purchased a valid ticket under these Conditions of Carriage. Carriage of luggage, wheelchairs - as far as the nature of the means of transportation permit - and orthopedic devices is free of charge as well. If the severely disabled identification card is registered in the categories "G" (mobility impairment) or "aG" (extreme walking impairment), other aids such as a tricycle, recumbent tricycle, long wheel (> 1200 mm) or non-separable bicycle wheelchair (handbikes) may be transported free of charge, provided there is sufficient space in the trains. The mutual "accompanying" of two passengers, each with a severely disabled identification card registered in the category "B" (companion) is excluded.

1.4.3 Federal and regional police officers may travel free of charge in **Start Untereibe**-operated trains in second class carriages if they wear a uniform. When traveling in civilian clothes, they may only travel free of charge if they present proper official identification and the travel is work-related.

Police dogs may also travel free of charge and do not need to wear a muzzle.

1.5 Increased Fare (EBE)

1.5.1 Passengers have to pay an increased fare [EBE, section 12 of the German Railway Regulations (EVO)] if they have not purchased a valid ticket for themselves or an animal (pursuant to Part I, item 4.6.2) or bicycle (pursuant to Part I, item 5.1) they travel with, have purchased a ticket, but cannot present the ticket upon request, do not have a valid ticket when boarding the train or cannot present a valid ticket and/or cannot present or hand over the ticket upon request, indicate, that they are travelling with another passenger under the Lower Saxony tariff and the other passenger either does not confirm or has no authorized ticket to travel with another passenger, have given incorrect information on a passenger entered in the family ticket acc. to Part II, item

1.7.1 or fail to present a proper family ticket upon inspection, cannot present a group ticket when traveling with more than 21 individuals acc. to Part II, item 1.9., state that they could not purchase a ticket at the vending machine because they did not have the exact amount in cash, have purchased a ticket with a **BahnCard** discount but cannot present a valid **BahnCard**. All those passengers are charged an increased fare. A prosecution in criminal or fine proceedings remains unaffected.

1.5.2 The increased fare is twice the regular fare for the distance passengers have traveled but amounts to at least € 60. The increased fare can be calculated according to the entire distance traveled, if passengers cannot present proof of the actual distance traveled. The increased fare is only issued for **Start Untereibe**-operated routes and is only valid until the final stop of the train the increased fare was issued on. Passengers may not continue with other **Start Untereibe**-operated trains or means of transportation of other transport companies. Incidentally, provisions of transport associations apply. If the increased fare is not paid immediately, personal data shall be collected in accordance with the General Data Protection Regulation (GDPR) (particularly section 5 and 6, No. (1), letter c), e), f) and No. (4)). In addition, passengers must provide personal data with valid official photo identification. If the data is not conveyed in full or is partially wrong, they must bear the resulting costs. Storage, processing, and deletion of data of passengers without a valid ticket is regulated as follows: The passenger's personal data is deleted as soon as the passenger has paid the increased fare and has not been encountered without a valid ticket on a **Start Untereibe**-operated train in the following 12 months. However, if during this period the passenger is indeed encountered ticket-less on a **Start Untereibe**-operated train, any stored data will be deleted no later than 12 months after that respective date of travel, provided the passenger has paid the increased fare in full. If the passenger does not pay the increased fare in full or only pays partially, the data will only be deleted for the purpose of civil proceedings once the claim is time barred under German Civil Code (BGB). If it is confirmed that a ticket vending machine or validator was malfunctioning, the passenger's stored data is immediately deleted after paying the fare.

1.5.3 Deviating from section 12 paragraph 3 of the German Railway Regulations (EVO), the increased fare is reduced to € 7 if passengers can prove in writing or directly at the travel center (DB Reisezentrum) in Cuxhaven, within 14 days of travel that they were in possession of a valid personal travel pass or a valid **BahnCard** at the time of travel. If **Start Untereibe** has issued the increased fare with a 2D barcode, the increased fare discount can also be paid on the **Start Untereibe**-operated train within the agreed deadline.

1.5.4 If it is not possible to determine on the train whether **Start Untereibe** was responsible that the passenger could not purchase the ticket prior to departure, the passenger will receive an additional document. In this case, the period of 14 days shall not commence until a separate written request has been sent to the passenger by the railway company.

1.5.5 Prosecutions in criminal and fine proceedings, as well as further civil claims, remain unaffected. **Start Untereibe** may appoint a debt collection agency for such proceedings under the provisions of the General Data Protection Regulation (GDPR) (see Part II, item 1.5.2).

1.5.6 Passengers without a valid ticket, who are proven or suspected or not fully capable of legal capacity (e.g. children and adolescents over 5 but under 18 years of age, underage adults with legal guardians), will not receive the increased fare receipt on the train. The receipt will instead be sent by mail to the parent or legal guardian.

1.6 Regular Fare

The regular fare is the fixed fee for a specific connection depending on the selected carriage class. For round-trip tickets, the fare for the outward and return journey is calculated separately and added to the ticket as fare.

1.7 Children

1.7.1 Children aged 6 to 14 can travel free of charge when accompanied by at least one parent or grandparent or the parent's or grandparent's spouse or a guardian, if those have purchased regular tickets (according to item 1.6) or a ticket with a **BahnCard** discount (acc. to item 1.8) and the number of children is registered on the ticket of the accompanying parent or grandparent or the parent's or grandparent's spouse or a guardian prior to departure. A subsequent entry on the train is not possible. A maximum of four own children or grandchildren can be registered on a ticket.

1.7.2 When traveling unaccompanied, children aged 6 to 14 pay half the regular fare.

1.8 BahnCard discount

Passengers with the **BahnCard** 25/50 issued by the Deutsche Bahn AG will receive the same discount set by the Deutsche Bahn AG on the regular fare unless the Conditions of Carriage of the common, district or state tariffs stipulate otherwise. For the purchase and use of **BahnCards**, DB Terms and Conditions apply. In order to use the **BahnCard** discount, passengers must present a valid **BahnCard** immediately upon ticket inspection. In addition, passengers must present personal data with valid

government-issued photo identification. If passengers cannot comply or present false data, they must bear the resulting costs. If passengers are unable to present a valid **BahnCard**, they will be charged an increased fare acc. to item 1.5.

1.9 Group Tickets

1.9.1 Group tickets may be used by at least six paying individuals travelling together if provisions of the relevant common, district or state tariffs or those of the Deutsche Bahn (BB DB) stipulate so. Children between the age of 6 and 14 pay a reduced fare.

1.9.2 Group tickets are valid on the day stated on the ticket. The period of validity ends at 3:00 a.m. of the day following the last day of validity.

1.9.3 Group tickets for up to 20 passengers can be purchased at vending machines. Tickets for groups of 21 passengers and more have to be purchased at the customer center in Cuxhaven.

1.9.4 Before the first day of validity, group tickets for up to 20 passengers can be refunded or exchanged free of charge for another ticket receiving the shortfall amount or paying the surplus amount. Group tickets with 21 or more passengers may be exchanged up to 7 days before the start of the journey against payment of a handling fee of € 15. Any further exchange is not possible.

1.9.5 Prior to the first day of validity of a group ticket of up to 20 passengers, the fare paid shall be refunded free of charge when returning the ticket. With a number of 21 participants and more, a refund is possible up to 7 days before the start of the journey, paying a € 30 handling fee. If individual passengers withdraw from the travel, tickets of up to 10 individuals can be refunded free of charge if the total number of passengers does not fall short of 21 individuals.

Any further refund is not possible.

1.10 Carriage Class

1.10.1 **Start Untereibe**-operated trains are equipped with seats in the second and first class. First class carriages may only be used with first class tickets.

1.10.2 If passengers with a second-class ticket wish to travel first class, they may purchase a class transfer per single journey for the entire or part of the route. The price of the class transfer results from the difference between the first class and the second-class regular fare for the respective route, which they would like to travel first class. With certain types of tickets, the class transfer does not apply. If passengers use the first class with a second-class ticket, which does not allow a transitional payment into first class, they shall pay the increased fee according to item 1.5. "To use" means that passengers remain in first class longer than to merely and speedily walk through to second class or if they stow luggage in first class, etc.

1.10.3 In the case of people traveling together, transfers to first class can only be made for the entire group.

1.10.4 A **BahnCard** discount (**BahnCard** 25 / **BahnCard** 50) can also be used for class transfer if passengers have a valid **BahnCard** for first class (**BahnCard** 25 / **BahnCard** 50). If they have a **BahnCard** for the second class (**BahnCard** 25 / **BahnCard** 50), the price for class transfer results from the difference between the first-class regular fare and the second-class regular fare with **BahnCard** discount.

1.11 Single and Return Tickets

1.11.1 Single tickets are valid on the date of validity for one trip according to the printed itinerary. The period of validity ends at 3:00 a.m. following the last day of validity.

1.11.2 Return tickets are valid on the day of validity stated on the round-trip ticket; if the return day is not specified for the return trip the ticket is valid on the day of the departure trip. With return tickets, the ticket for the outward journey becomes invalid after the return journey has commenced. The validity of the respective journey ends at 3:00 a.m. of the day following the respective journey. Round-trip tickets are valid according to the printed itinerary.

1.11.3 Detours, returns, and round trips are not permitted with a single ticket. With return tickets, the departing station of the return journey must correspond to the destination of the initial departure. Switching trains and travel interruptions en route to the destination are possible within a proper time frame.

1.12 Season Tickets

1.12.1 General

Season tickets are time passes for networks, apprentices, and students and entitle the holder to travel on the route specified on the ticket within a certain period of validity. Time passes for networks are issued as either personal or transferable:

- Annual pass for the period of one year
- Monthly pass for the period of one month
- Weekly pass for the period of one week
- Time passes for apprentices and students are issued as:
 - Monthly pass for the period of one year within a subscription
 - Monthly pass for the period of one calendar month
 - Weekly pass for the period of one calendar week

Time passes for apprentices and students may be used by pupils, students, and other individuals according to Part IV. Definition of Pupils and Students regarding travels to and from the place of training.

1.12.2 Validity in Time

Network season tickets are issued with a flexible duration and are valid until 12:00 p.m. of the working day following the last day of validity. Monthly passes for apprentices and students are issued for one calendar month and weekly passes for students are issued for one calendar week. Season tickets for students are valid until 12:00 p.m. of the working day following the last day of validity.

1.12.3 Geographical validity

Network and student season tickets entitle the holder to travel on the routes specified in the ticket for a certain period of validity. Season tickets are only issued for a distance of up to 400 kilometers.

1.12.4 Carriage class

Network season tickets are issued for the first or second class. Season tickets for apprentices and students are only issued for the second class.

1.12.5 Fare

Season ticket fares are based on the respectively valid price list of the Lower Saxony Tariff; prices for HVV (Hamburg Public Transport Association) season tickets arise from the proper valid price list of the HVV tariff and the HVV transition tariff Cuxhaven. There are no additional discounts on network season tickets.

1.12.6 Usage

Personal annual passes and season tickets for apprentices and students are only valid if they are indelibly signed by the owner with first and last name and/or the owner's name is printed. In addition, a passport photo of the owner must be firmly glued to the personal annual pass. Annual passes and season tickets for students consist of a card and the proper time stamp. The owner must carry the card and proper valid time stamp and present it at ticket inspections. For holders aged 15 and above, student travel passes are valid only in conjunction with a valid authorization card signed by the holder, in which the training place or the carrier of the social service provider confirm affiliation with the group of individuals entitled to use student season tickets. The authorization card is valid for a maximum of one year and must be presented at ticket inspections. Students 15 years of age and above, who have a season ticket with the additional imprint "KT" do not require proof of authorization (authorization card). Transfer of season tickets is free of charge, a commercial transfer is prohibited. Personal season tickets cannot be transferred.

1.12.7 Reimbursement and Exchange

Before the first day of validity, (acc. to items 1.2.4 or 1.2.5) season tickets may be exchanged or refunded free of charge. Season tickets can be neither reimbursed nor exchanged.

1.12.8 Regulations on other passengers traveling along

A network season ticket issued as an annual or monthly pass entitles the holder to travel free of charge with one additional adult person of any age and up to 3 children/grandchildren up to and including 14 years of age on Saturdays and until 3:00 a.m. on Sundays. A free carriage is allowed in the same class for which the monthly pass is valid. It is not permitted to offer another passenger to travel along against payment. When failing to comply the season pass will be invalidated and retracted.

1.12.9 Further provisions

If legal regulations stipulate that travel costs for students enrolled in general and vocational schools are completely or partly taken on by the benefactor of student transport (school way benefactor), the procedure for issuance and settlement of the subscribed student season ticket is regulated in a special contract with the school way benefactor.

Fare or price modifications will be communicated in good time. If holders disagree with such modifications, they may cancel the contract with the subscription center within 4 weeks of receiving the notification effective when the tariff or price adjustment becomes valid. If no right of termination is exercised, the altered conditions become effective from the date the modifications were communicated.

1.12.10 Season tickets in subscription

The subscription center is responsible for processing and issuing network season tickets and season tickets for students and the center's terms and conditions apply. Subscription applications for the Lower Saxony tariff can be submitted at the **Start Untereibe** customer center in Cuxhaven and will then be forwarded by **Start Untereibe**.

2. Special Fare Conditions

Start Untereibe fare conditions described in section II. 2. are special conditions and superior to those of a transport association or tariff community.

2.1 The national semester ticket of lower Saxony for university students (landesweites Semesterticket Niedersachsen)

The national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) provides a personal, non-transferable season ticket. Unless otherwise stated below, provisions of Part I of the tariff apply.

2.1.1 General

The national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) is issued exclusively for those students enrolled in universities throughout Lower Saxony, who are entitled to use the semester ticket.

2.1.2 Validity in Time

The national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) is valid for university students on all days within the semester periods from 01.10. - 31.03. and 01.04. - 30.09. and for students of universities of applied sciences from 01.09. - 28./29.02. and 01.03. - 31.08 until 3:00 a.m. of the day following the last day of validity. In the event of contract termination, validity expires after the expiration of three working days following the public announcement by the respective General Students' Committee (AStA), the university or **Start Untereibe**.

2.1.3 Geographical validity

The national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) is valid on all contractually stipulated routes and **Start Untereibe**-operated trains except for special trains. For travels within a constituency of a transport association or tariff community the respective tariffs apply.

2.1.4 Carriage class

The national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) is issued only for the second class. Transfer to first class is excluded.

2.1.5 Fare

The nationwide semester ticket **Niedersachsen** is issued at a fixed fare.

2.1.6 Regulations on other passengers traveling along

Traveling along with other passengers who are generally required to pay or traveling with dogs is not permitted.

2.1.7 Bicycle transport

Bicycle transport is permitted under **Start Untereibe** fare and carriage conditions acc. to Part I, item 5.

2.1.8 Obligation to carry proper Identification

If the student identification card does not have a photo, the national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) is only valid with a valid and government-issued identification, a passport or any other official and valid documents with a photo that can clearly identify a person and must be presented upon ticket inspection. If students cannot comply or provide false personal data, they must bear the resulting costs. Even when traveling with semester tickets which have a photo, photo identification by the carriage and operating staff as well as appointed third parties (e.g. security staff) is admissible and the photo identification has to be presented upon request.

2.1.9 Invalid semester ticket

The validity duration of the national semester ticket of lower Saxony (landesweites Semesterticket Niedersachsen) must be clearly stated on the student identification card. If the validity (date) is no longer clearly legible, the semester ticket becomes void and may be withheld by the traffic and operating personnel as well as appointed third parties (e.g. security staff).

2.1.10 Falsifications

The student identification card must be protected against counterfeiting by suitable printing measures. Unauthorized changes to the student card render the ticket void and students are treated as passengers without a valid ticket (see: Part II, Item 1.5). Unauthorized changes in particular include laminated, trimmed, etched, glued, overwritten or sealed identification cards that cannot be taken out.

2.1.11 Loss of student identification

If students lose their identification, a new identification card which also includes a full travel authorization and must fulfill aforementioned requirements regarding the constituency of the semester ticket will be issued under the regulations of the university administration.

2.1.12 Increased fare

Fare conditions for increased **Start Untereibe** fares apply (see: Part II Item 1.5 et seq.).

2.1.13 Passenger rights

Passenger rights in regional rail transport apply to the semester ticket (see: Part II Item 4). The semester ticket is a considerably reduced ticket under passenger rights (see item 4.5.2). Refund for semester tickets is limited to a maximum of € 4.50 per semester (see item 4.8.5.4).

2.2 Reservation

2.2.1 Seat reservation

Offering seat reservations is an additional **Start Untereibe** service on the line RE5 Untereibe between Hamburg main station and Cuxhaven (KBS 121). For safety reasons, please always bring along the print-out of your online reservation.

Start Untereibe accepts only one reservation per person, trip and direction. Note that passengers can only make a reservation 24 hours prior to departure. Areas with seat reservations are marked accordingly. Further information and registration are available under www.start-untereibe.de.

2.2.1 Seat Reservation for Regulars

Holders who are subscribed to a personal rail pass or have a season ticket can make a free seat reservation online for **Start Untereibe**-operated trains and specially marked carriages. Seats for regulars are available for reservation from Monday to Friday. The reservation areas are marked accordingly.

We will confirm your reservation on the relevant travel segment of the seat reservation for regulars if you have a valid season ticket. The reservation is valid until the end of the selected period. If you do not confirm the reservation within 14 days, it will become void.

3. Tariff special offers

Start Untereibe fare conditions regulated in Section II. Item 3. are special tariff offers that take precedence over fare conditions of a transport association or tariff community.

3.1 Terms of Use for Season Ticket Transition Fare **Start Untereibe** – HVV (**ÜTSt**) (Hamburg Public Transport Association / Transition Fare)

3.1.1 Period of duration

The transition fare **Start Untereibe** - Hamburg Public Transport Association (HVV / **ÜTSt**) for season tickets expires on 09.12.2018 until further notice subject to revocation at any time.

3.1.2 Ticket offer and fares

Current ticket offers and fares can be found in Annex 1 or viewed under <http://www.hvv.de/fahrkarten/anschlussfahrten-uebergangstarife/cuxhaven/>.

A subscription for the annual pass is only offered with monthly payments.

Tickets are sold at DB tickets offices and **Start Untereibe** vending machines along the routes according to the regulations under the Conditions of Carriage of the Lower Saxony tariff.

Refunds and exchanges are made by the issuing company according to the provisions of the Lower Saxony tariff.

3.1.3 Geographical validity

Details routes can be reviewed in Annex **ÜTSst** (Transition Fare). In HVV (Hamburg Public Transport Association) means of transportation, tickets are valid according to the following table:

3.1.4 Validity in time

Season tickets of the transition tariff **ÜTSst** are valid until 12:00 p.m. of the working day following the last day of validity. If this last day of validity is a Saturday, the tickets are valid until 12:00 p.m. of the following working day. Valid season tickets of the transition tariff **ÜTME** entitle to unlimited journeys within their regional scope of validity.

3.1.5 Transfer to first class

Purchasing a single class transfer to first class is possible for regional transport trains under the provisions of the Lower Saxony tariff. It is not possible to purchase a permanent transfer ticket from second to first class.

Destination on the ticket covered by HVV for travels from the district

- Stade tariff zone 809 district Cuxhaven
- Buxtehude tariff zone 709 district Cuxhaven
- Hamburg-Harburg tariff zones 108, 208, 209, 308, 309, 318, 408, 409 and 418 (HVV Harburg).

If the season ticket is valid for the first class or a surcharge according to the HVV (Hamburg Public Transport Association) community tariff has been purchased, then the ticket is also valid in HVV express buses and first class. A product transfer to long-distance trains is not permitted.

3.1.6 Regulations on other passengers traveling along the same ticket

Monthly passes and subscribed annual passes entitle the passenger to travel along without additional costs with one additional person as well as up to 3 children/grandchildren on

Saturdays. Dogs may be transported at no additional cost within the transition fare **ÜTSst**. Extension of the local scope according to HVV (Hamburg Public Transport Association) community tariff item 3.4.1 (network validity of subscription passes on weekends) is excluded. For journeys within the HVV

network but outside the regional scope of validity of a season ticket, supplementary cards acc. to item 3.6 of the HVV community tariff are to be purchased.

As far as a travel authorization for busses in city traffic outside the HVV area is specified on the tickets (if applicable also in abbreviated form), the validity of the tickets is subject to regulations of the local transport companies.

3.1.7 Further provisions

Apart from that, provisions of the Lower Saxony tariff apply and HVV (Hamburg Public Transport Association) provisions apply in the HVV area.

3.2 Conditions of Use for the Combination Tariff **Kombitarif Start Unterelbe - regiomaris**

3.2.1 Period of duration

The **Kombitarif Start Unterelbe - regiomaris** is a year-round offer for trips to Helgoland and an annual offer for trips to Neuwerk from Easter until 31.10.

3.2.2 Ticket offer

Kombitarif Start Unterelbe - regiomaris offer the following tickets:

One-way and round trips in second class for:

- 1 passenger
- 2 passengers
- 3 passengers
- 4 passengers
- 5 passengers

3.2.3 Geographical validity

Kombitarif Start Unterelbe - regiomaris is valid in **Start Unterelbe**-operated trains between Hamburg main station and Cuxhaven.

3.2.4 Validity in Time

Single ticket: valid from midnight on the day entered on the ticket for the registered direction

Round trip: valid from midnight of the date entered on the ticket until 3:00 a.m. of the following day for a one-time round trip

Round-trip multi-day tour: valid from midnight of the day entered on the ticket until 3:00 a.m. on the subsequent fifth day for a one-way round trip

3.2.5 Fares

Fares may be reviewed under Annex 2. No further reductions are granted.

3.3.6 Further provisions

For the transportation of dogs and/or bicycles **Start Untereibe** Conditions of Carriage apply.

3.2.7 Purchase of tickets (distribution)

Tickets for the **Kombitarif Start Untereibe - regiomaris** may only be purchased online under www.regiomaris.de.

3.2.8 Return, exchange, refund

Regulations of regiomaris GmbH apply for the return, exchange, and refund of tickets.

4. Passenger Rights in Regional Rail Transport

4.1 Scope of Application

These passenger rights and refund conditions shall apply to the rail traffic of railway companies in regional rail transport for services rendered according to section 2 paragraph 1 sentence 1 of the General Railway Act (AEG). Conditions of carriage of the respective long-distance transport companies apply for tickets, even if the ticket includes travel segments in the regional transport system. These passenger rights and reimbursement conditions do neither apply to the carriage with other railways (e.g. trams and metros) nor to the carriage with other means of transportation (e.g. buses, ships, etc.). For travels with rail-bound vehicles, these passenger rights apply only to routes and carriage services operating under the General Railways Act (AEG) and the German Railway Regulations (EVO). These passenger rights shall not apply to transport services within regional transport if they are operated predominantly for reasons of historical interest or tourism purposes.

4.2 Contract of Carriage

The basis of a passenger rights claim is or are

- i. a valid Contract of Carriage
- ii. several consecutive valid Contracts of Carriage of one journey.

A transport document may refer to one or several subsequent Contracts of Carriage. It may also refer to one or several trips (e.g. a round trip or multiple trips within the validity area and period).

Contracts of carriage are concluded on behalf and on account of the contractual carrier (hereinafter either "contractual carrier" or "carrier"). If passengers make use of successive transport services of several different contractual carriers, an independent contract of carriage is concluded with each individual carrier. If several transport services are provided in direct succession by the same railway company, only one transport contract will be concluded with this railway company. This does not apply if several tickets have been issued for these transport services; in that case, each ticket embodies a separate Contract of Carriage. If several transport services are provided in succession by the same railway company, the principle applies that there is only one single Contract of Carriage, unless:

i) Some transport services are rendered under tariff register (**Tfv**) 600/601 and/or the other directly preceding or following transport services of the same railway company are rendered under tariff register (**Tfv**) 650.

(ii) Transport services under tariff register (**Tfv**) 650 are provided subsequently by the same railway company but on the basis of different **NE** sheets (non-federal railway).

In these cases, the individual services provided in different tariffs or in different tariff sheets rendered by the same railway company are each independent Contracts of Carriage.

For reimbursement of expenses, refunds and compensation claims pursuant to No. 4.5., 4.7. and 4.8., successive autonomous Contracts of Carriage are treated as one single Contract of Carriage for the benefit of the passenger if all contractual carriers of these contracts for the segments covered under tariff registers (Tfv) 600 / 601 agree to the joint complaint procedure pursuant to No. 10.3 and the journey is documented on one single ticket. Complaint procedures treated as a single contract of carriage within the framework of the joint appeal also occurs if transport contracts according to the BB connecting transport (tariff register 650 / **BB Anstoßverkehr**) are shown on several transport documents for technical reasons and if **NE** sheets (non-federal)/DB sheets include transport services. Railway companies participating in this merging procedure are listed online under www.dieBefoerderer.de/GemeinsamesBeschwerdeverfahren and www.bahn.de/fahrgastrechte. A "contractual carrier" may use a subcontractor in railway transport ("operating carrier") to provide the required transport services. In this case, the contractual carrier remains the passenger's contractual partner. The transition between stations, e.g. within the same area as other modes of transportation other than the railway (such as bus, tram, metro) or on foot is not part of the Contract of Carriage. The same applies if the transport document also includes the use of other means of transportation so that passengers do not have to carry additional separate documents for these Contracts of Carriage (e.g. "+city" function). Usually, the ticket identifies the carrier or carriers participating in the contract or contracts of carriage or possible carriers, the issuing company, permitted routes, the fare, ticket validity, applicable conditions of carriage, carriage classes and, if applicable, the day of travel, carriage number and seat reservation. Above information can also be presented in abbreviated form or with symbols or stored electronically and readable in such a way. If the carriage on one segment can be provided by several carriers of the passenger's choice, the contract of carriage is concluded in each case with the carrier whose transport service the passenger actually uses or would have chosen to use.

The carrier/ carriers are indicated with a four-digit code in the road regulations on the front side of the ticket. If the code is missing or it is "1080", passengers may determine which railway company provides the services thus which company is the carrier using the list of contractual carriers with the routes they operate under www.dieBefoerderer.de. The carrier responsible for any reimbursement of expenses, refund and compensation claims acc. to Nos. 4.5, 4.7 and 4.8, is the railway company the passenger chose and whose train has been cancelled or delayed. The ticket is generally based on a valid and published tariff. The route forms the passenger's "travel chain". Tickets showing the station of departure and destination in railway traffic are referred to below as "relation-based". Crucial for a passenger's claim is the relation specified in the ticket (station of departure in rail transport - station of destination in rail transport).

4.3 Traveling with Various Means of Transportation

If a ticket entitles the passenger to travel with various means of transportation (e.g. with a **Start Untereibe**-operated train, preceded or followed by a bus or tram journey), passengers' claims will only become effective if the delay occurred in the actual and planned means of transportation.

4.4 Determination of an Expected Delay and Connections

4.4.1 Information media

Passengers have to particularly take into account the following media in order to establish a basis for a predictive decision, whether a delay at the destination can be reasonably expected, which would provide the basis for refund under these passenger rights:

1. Timetables and posted information about timetable changes at the stations.
2. Electronic displays and loudspeaker announcements in trains and at stations.
3. Timetable information from booking systems of staff-operated ticket offices.
4. Available timetable information and passenger information media.

4.4.2 Connections

If a train is a scheduled connecting train (continuing connection) or not, is based on the transitional period, which is planned for changing trains and enables passengers who are willing to transfer to do so without difficulties. Crucial are **Start Untereibe** timetable information systems available online under www.start-untereibe.de.

4.5 Onward Travel with Delays and Alternative Trains

4.5.1 Travel continuation or onward travel on another route

If it is reasonable to assume that the passengers' delay at the station of the destination of a travel chain will be more than 60 minutes, they will immediately have the choice between the following alternatives in order to reach the destination as soon as possible:

1. Continue to the destination on the same route with local trains at the next opportunity.
2. Continue to the destination on the same route with local trains at a later point in time according to the passenger's demand.
3. Continue to the destination on a different route and with local trains at the next available point in time.
4. Continue to the destination on a different route and with local trains at a later point in time according to the passenger's demand.

Passengers might opt to continue the journey at a later point in time according to item 4.5.1, No. 2 and No. 4 if thus the speedy onward journey is facilitated, e.g. by reaching the destination earlier than when continuing the journey or onward journey at the next available point in time.

4.5.2 Use of an alternative train and refund of required expenses

If a passenger has a ticket, which is exclusively valid for public transport and if it must be reasonably assumed that the passenger will arrive at the destination with a delay of at least 20 minutes than the time stated in his contract of carriage because the train was cancelled or delayed, he may continue the journey with another train, if there is no reservation obligation for that train and that train does not perform a special journey. If the passenger has to purchase additional tickets for the substitute train, he may request reimbursement for necessary expenses from the railway company, whose cancelled or delayed train made it necessary for the passenger to use an alternative train. If the ticket of the delayed passenger is a ticket with a significantly reduced fare, the passenger has no right to travel on another train. Tickets with a significantly reduced fare are tickets with a reduction of more than 50% compared to the regular fare of the rail company that the customer originally wanted to use (e.g. weekend tickets **Schönes-Wochenende**, regional day tickets (**Länder-Ticket**) or semester tickets). Tickets with a significantly reduced fare include those issued based on the tariff of a transport company or another public transport tariff and which are valid in railway trains. It is regulated in the tariff of the respective offer if the fare is significantly reduced.

4.5.3 Restrictions on the use of an alternative train

If pursuant to item 4.5.2 passengers want to travel on another train, if the train specified in their Contract of the Carriage was delayed or cancelled, may be excluded from carriage on a different train if otherwise significant disruption to the operation may be expected.

4.5.4 Use of alternative means of transport

If a passenger has a ticket only valid for public transport, if the contractual arrival time is between midnight and 5:00 a.m. and it must be reasonably assumed that the passenger will arrive at the destination with a delay of at least 60 minutes, then the passenger may use a different mode of transportation in order to reach the final destination, if the carrier responsible for the event causing the delay does not offer other means of transportation and if the passenger could not establish contact with the carrier (contacting the ticket office or information center of the carrier or onboard employees). The same applies if that connection was the last scheduled for the day and passenger cannot reach the contractual destination by midnight without using alternative means of transportation due to the train being cancelled. If there is no public transport available to passengers to continue their travel from the contractual destination to their actual destination, passengers may use alternative means of transportation to the actual destination, subject to the maximum amount specified under item 4.5.5.

4.5.5 Reimbursement of expenses when using alternative means of transportation

If the customer exercises his right under item 4.5.4, he may demand reimbursement of the necessary expenses up to a maximum of € 80.00 from the railway company whose cancelled or delayed train made it necessary for the passenger to use alternative means of transportation. This maximum amount does not apply to cases pursuant to Article 18 section 2 Lit (c) and section 3 of EC Regulation No. 1371/2007. Passenger are subject to a loss reduction obligation. This means, that reimbursement of necessary expenses for using other means of transportation cannot be requested if the railway company had provided alternative means of transportation (e.g. bus, shared taxi). If this was not the case, there is a claim for reimbursement of expenses for the cheapest alternative means of transportation usable. Additionally, the attempt to contact the carrier, as described under item 4.5.4, is necessary because the latter is entitled to a rectification before passengers can carry one out themselves.

4.5.6 Liability of the railways for alternative means of transportation

Passengers have no right to reimbursement for expenses when using other trains or means of transportation according to items 4.5.2, 4.5.4 and 4.5.5 if circumstance provides relief from liability:

1. External circumstances which the operating railway company was unable to avoid and whose consequences could not be averted, although applying the highest level of diligence required by the circumstances;
2. The fault lies with the passenger;
3. Conduct of a third party, which the railway company could not avoid, although applying the highest level of diligence required by the circumstances, and whose consequences could not be averted. However, the carrier may not refer to reduced liability if one of the reasons listed under 1. or 3. applies and if passengers were informed about the cause in good time or if the cause was obvious. The information is communicated via one or various routes described under item 4.4.1. The operator of the railway infrastructure used for the carriage, shall not be considered a third party in relation to the railway company.

4.6 Principles for Refunds and Compensation in the event of a Delay

4.6.1 Refund and compensation

Passengers qualify for a claim if the train is cancelled or delayed and if they missed a connecting train resulting from these events:

1. For refund, if they prematurely ended the journey due to an expected delay of more than 60 minutes (item 4.8) at the destination or
2. For compensation, if they arrived at the destination with a delay of at least 60 minutes (item 4.9).

Simultaneous refund and compensation for the same journey are excluded.

4.6.2 Refundable and indemnifiable tickets

Refundable or indemnifiable tickets are those sold by a railway or appointed "ticket vendor" on behalf and account of the railway company. "Ticket vendor" under the meaning of Article 3 No. 7 of EC Regulation No. 1371/2007 is any rail transport intermediary who concludes contracts of carriage and sells tickets for a railway company or on its own account.

4.6.3 Passengers entitled to refund and compensation

Besides item 4.6.4, passengers, their legal successor, legal representative or the individual they have transferred all claims to, are entitled to refund or compensation. The contractual carrier obligated to refund or compensate, the ticket vendor or the service center for passenger rights of the railway company may request proof. Even if a ticket is valid for several passengers, a refund may only be claimed once. In case of a personal ticket, proof of identity must always be presented with valid government-issued photo identification for any refund or compensation. Compensation for route-less season tickets (e.g. weekend tickets **Schönes Wochenende**, regional day tickets **Länder-Ticket**) is always provided by the service center passenger rights (**Servicecenter Fahrgastrechte**) of the railway company unless otherwise stipulated under item 4.10.4.

4.6.4 Transport for a fee and free of charge

Compensation is based on the fare that the passenger actually paid. If there is a claim for free transportation due to legal regulations or if passengers have been carried free of charge due to other regulations, they have no right to a refund or compensation. If no price is registered on the ticket, passengers must provide proof of payment for the fare, except passengers with the **BahnCard** 100.

4.6.5 Definition of "season tickets"

"Season tickets" under passenger rights are those valid for an unlimited number of journeys, allowing the holder to travel by rail on a specific route or network for a certain period of time. In addition to

network or season tickets for students as well as network or subnet passes, these also include tickets with a validity period of fewer than seven days if they stipulate a travel authorization according to sentence 1. Tickets are valid until 3:00 a.m. of the day following the last day of validity.

4.6.6 Route-related season tickets

Season tickets allow the authorized holder to travel indefinitely on the routes included for a certain period of time. These are in detail:

1. Weekly pass

- a. personal or transferable
- b. for first or second class,

2. Monthly pass

- a. personal or transferable
- b. for first or second class,
- c. Monthly passes (subscription)
- d. personal or transferable
- e. for first or second class,

4. Personal weekly passes for students for second class,

5. Personal monthly passes for students for second class,

6. Personal monthly passes for students on subscription (subscription) for second class.

Fare compensation for season tickets is in accordance with item 4.8.5. Student season tickets are issued only for travel to and from the place of training. Transfer to First class is excluded.

4.6.7 Non-route related season tickets

1. Lower Saxony ticket for second class (for up to five people),

2. Bicycle day ticket.

A transfer to first class is excluded. Compensation will only be paid if the amount is at least € 4.00. Passengers with a season ticket are entitled to compensation if they arrive at the destination with a delay of at least 60 minutes on at least three separate days during the validity of their season ticket.

Subject to sentence 2, compensation is granted at the passenger's request, which amounts to € 1.50 per delay ticket for second class.

4.7 Fare Refunds in Case of Cancellation, Delay or Missed Connection

4.7.1 Refund scope

Instead of continuing the journey or embarking on an onward journey with an altered route acc. to item 4.5, passengers have the option to end their journey before reaching the destination, given that a delay at the destination of more than 60 minutes must be reasonably expected. In this case, passengers are entitled to receiving a fee-free refund of the fare paid for this trip, namely:

1. For the route not traveled or,
2. For non-traveled and traveled segments of the route, if a continuing trip according to the original travel plans was rendered meaningless or,
3. For non-traveled and traveled segments of the route, if a continuing trip according to the original travel plans was rendered meaningless, and for the next possible return journey to the first departure station of the travel chain.

4.7.2 Responsibility for the refund

A refund for aforementioned reasons is only possible if passengers can prove that they had to assume to be affected or actually have been affected by the cause for aborting the journey (train cancellation, delay or missed connection resulting from above events). Refunds due to train delays, train cancellations and missed connections occur:

1. If the company which issued the ticket does not commence the travel,
2. If the trip is cancelled upon request of **Start Unterelbe** (**Start Unterelbe** has caused cancellation),
3. If the trip is cancelled with other companies on request of the service center passenger rights (**Servicecenter Fahrgastrechte**) (another railway company caused cancellation).

4.8 Fare Compensation in Case of Cancellation, Delay or Missed Connection

4.8.1 Claim for fare compensation

Without losing the right of carriage, passengers are entitled to compensation if they are delayed by at least 60 minutes due to the cancellation or delay of the train or they missed a connecting

train.

4.8.2 Calculation of compensation for single tickets

Compensation for route-related tickets for a single journey with delayed arrival at the destination:

1. from 60 minutes and more: 25% of the paid fare
2. from 120 minutes and more: 50% of the paid fare

4.8.3 Calculation of compensation for round-trip tickets

With tickets for roundtrips, half of the fare actually paid per travel direction is the basis for calculating the compensation, which is regulated pursuant to item 4.8.2 No. 1. and 2. The amount of compensation will be rounded up to a five-cent divisible amount. Passengers may only claim compensation once per ticket - with round-trip tickets this is once per direction of travel.

4.8.4 Compensation amounts under € 4.00

Compensation for route-related tickets for single journeys and roundtrips with a payout of less than € 4.00 is not paid (de minimis limit).

4.8.5 Calculation of compensation for season tickets

For season tickets, the following calculation criteria apply:

4.8.5.1 During the validity period of their season tickets and within the scope of validity, passengers are entitled to compensation if they were repeatedly delayed at their destination by at least 60 minutes; see item 4.8.4. Compensation for season tickets of regional transport (except bicycle season tickets) is as follows:

1. € 1.50 per event for second class season tickets.
2. € 2.25 per event for first class season tickets.

4.8.5.2 Compensation amounts of less than € 4.00 for a season ticket will not be paid. Accumulation of the compensation amounts is only possible if claims are filed together, weekly and monthly passes and season tickets with a shorter validity period shall be collected after the season tickets have expired.

4.8.5.3 Passengers with season tickets with a validity period of more than one month will receive compensation payments if the claim or the collected claims filed reached at least € 4.00. The tariff of an offer may stipulate a collective filing of the compensation claims after the expiry of the validity of the ticket for certain season tickets with a validity of more than one month.

4.8.5.4 However, with season tickets, a maximum of 25% of the total amount actually paid will be compensated. Semester tickets are limited to a maximum payout of € 4.50 per semester.

4.8.5.5 Season tickets include bicycle day passes for regional transport. Passengers are entitled to compensation for their bicycle ticket if they were delayed at the destination by at least 60 minutes within the validity of their ticket. Compensation for the bicycle ticket amounts to € 0.40 per delay of at least 60 minutes within the geographical validity of the bicycle pass. Compensation claim from the bicycle ticket will be added to the compensation amount from the passenger's ticket. Payment amounts for compensation of less than € 4.00 are not paid. For compensation, the bicycle ticket must be presented in its original and the bicycle monthly pass must be in copy with the driver's pass or a copy thereof.

4.8.5.6 Affected by an event subject to refund

In particular, in the case of non-route related season tickets (e.g. weekend tickets **SchönesWochenende**, regional day tickets **LänderTicket**), compensation due to cancellation, delay or missed connections is only possible if passengers can prove that they were directly affected by the cause responsible for the delay at the destination.

4.8.5.7 Exceptions to compensation

Passengers have no claim for compensation if they have been informed of the delay prior to purchasing the ticket or if they reached the destination on a different route, with a different train or one made available by the railway or if they chose an alternative mode of transportation and reached their final destination with a delay of less than 60 minutes.

4.9 Assistance in Case of Cancellation, Delay or Missed Connection

4.9.1 Overnight and notification costs

The contractual carrier, whose cancelled or delayed train is responsible for passengers not being able to continue their journey on the same day or if such continuation of the trip on the same day cannot be reasonably expected, shall be liable to the passenger for the resulting damage. Compensation includes reasonable costs incurred by passengers in connection with the overnight stay and with the notification of the individuals that were expecting the passenger. The contractual carrier is exempt from liability if an exemption from liability according to item 4.5.6 applies.

4.9.2 Free accommodation

If practicable, the contractual carrier whose cancelled or delayed train is responsible for requiring the passenger to stay for one or several nights will offer free accommodation in a hotel or another form of accommodation. As far as practicable, a free alternative transport service may be offered instead of an overnight stay. If the carrier does not offer accommodation in a hotel or such according to sentence 1 and if the passenger is unable to contact the carrier for reasons attributable to the carrier and the passenger then independently decides on an accommodation, he has a right to compensation for reasonable costs incurred.

4.9.3 Organization of alternative transport services

If a train en route is blocked or there is no option to continue service, the railway company will organize a free alternative service to the station at the earliest convenience, or alternatively to a different place of departure or the destination of the service, if practicable.

4.9.4 Delay confirmation

At the passengers' request, the railway company must confirm that the train was delayed, cancelled or that the passenger missed the connecting train on the passenger's ticket. If this is not possible or appropriate due to the nature of the ticket, this confirmation may also be stated with a separate confirmation or on a separate form which will entitle the passengers to assert their claims. If the train attendants can only confirm a delay, but not the fact that the passenger missed the connecting train, only the former is to be confirmed.

4.10 Passengers with Disabilities and Reduced Mobility

4.10.1 Legal basis of free carriage

Carriage of severely disabled passengers and their companions is covered under sections 145 et seq. of the German Social Code Volume IX (SGB IX).

4.10.2 Access rules under technical specifications interoperability for passengers with disabilities reduced mobility (TSI PRM).

Orthopedic aids are transported on the trains, taking into account technical requirements. Wheelchairs must comply with the international standard ISO 7193- Length: 1,200 mm + 50 mm for the feet, width: 700 mm + min. 100 mm for the hands on the wheel. Information on vehicle based or mobile boarding aids of **Start Unterelbe** is available online via the contact form under www.start-unterelbe.de, via email kundenservice@start-unterelbe.de, and by phone at 0180 6 996633 (0.20 € when calling from German landline, max € 0.60 when calling with a mobile phone).

4.10.3 Assistance

Please register online in order to receive assistance before, during, or after the train ride, e.g. when boarding or disembarking from the train. You can reserve entrance and exit wheelchair assistance under www.start-unterelbe.de the latest 48 hours before departure. Reservations and further information are available by phone at the above-mentioned number. In special cases, e.g. third party-assistance, different application deadlines may apply.

4.10.4 Refunds / Compensation

For refunds and compensation due to cancelled or delayed trains, regulations under item 4.6.3 apply.

4.11 Carriage of luggage

Carriage and liability of luggage are governed by EC Regulation No. 1371/2007 of the European Parliament and the Council of 23 October 2007 on the Rights and Obligations of Passengers in the Rail Transport Sector (Official Journal of the European Union (ABI EU) No. L 315, p 14) Chapter III, Article 11 and Annex I Title IV Chapter I, III and IV, Title VI and Title VII.

4.12 Complaints, Procedures for Enforcement of Claims

4.12.1 General customer input

Customer feedback related to increased fares can be submitted as follows:

By email: <https://www.db-fahrpreisnacherhebung.de/>

By phone: +49 (0) 7221 9235-1000

By fax: +49 (0) 7221 9236-1000

On-site / in person:

Reisezentrum Cuxhaven (Travel Center)

Am Bahnhof 1

27472 Cuxhaven

Opening hours: Mon - Fri, 8 a.m. – 12 p.m. and 1 p.m. - 6 p.m. and Sat, 9 a.m. - 2 p.m.

Customer entries, suggestions, and complaints of a general nature are to be directed to the respective contractual carrier, who processes and responds to the requests addressed to and concerning him. Inputs to **Start Unterelbe** can be transmitted as follows:

By phone: +49 (0) 4721-2049724

Online via the contact form under www.start-unterelbe.de

By e-mail: kundenservice@start-unterelbe.de

By post:

Regionalverkehre Start Deutschland GmbH

Start Unterelbe

Postfachanlage:

Segelckestraße 36

27472 Cuxhaven

On-site / in person:

Reisezentrum Cuxhaven (Start Unterelbe Travel Center)

Am Bahnhof 1

27472 Cuxhaven

Opening hours: Mon - Fri, 8 a.m. - 12 p.m. and 1 p.m. – 6 p.m., Sat, 9 a.m. – 2 p.m.

Malfunctioning **Start Unterelbe** vending machines / validators can be reported as follows:

By phone: +49 (0) 800-2886644 (free)

4.12.2 Applications for fare reimbursement

If passengers did not embark on the journey due to a cancelled or delayed train and they want reimbursement acc. to item 4.7.2 No. 1, a refund request must be made to the "ticket vendor" where the ticket was purchased. If the journey was cancelled due to a delayed or cancelled train pursuant to point 4.7.2 No. 3, refund requests should be sent to the **Servicecenter Fahrgastrechte** (service center passenger rights) in 60647 Frankfurt am Main with a fully completed passenger's rights form (**Fahrgastrechte-Formular**) and original documents.

4.12.3 Requests for fare compensation

Applications for compensations due to a cancelled or delayed train or a missed train connection resulting thereof pursuant to item 4.8, should be submitted together with a completed passenger rights form and attached original documents to:

Servicecenter Fahrgastrechte
60647 Frankfurt am Main

Reimbursement and compensation applications must be made in German and submitted together with a passenger's rights form (**Fahrgastrechte-Formular**), all documents substantiating the journey and the claim for compensation or refund (tickets, receipts, etc.).

Instead of the original documents, copies of the supporting documents may be attached if passengers still need the original documents (e.g., network/student season tickets, **BahnCard** 100). In order to check the accuracy of the originals, the obligation to present original supporting documents at the request of the contractual carrier remains unaffected. For refunds under items 4.5.2, 4.5.4 and 4.5.5, original supporting documents must be submitted.

4.12.4 Choice of type of refund/compensation

Payment of refund and compensation claims will be made in accordance with the passenger's preference either by bank transfer, as a voucher or in cash. Cash payment is only possible at stationary staff-operated tickets offices of the contractual carriers involved in the contract of carriage and when presenting a fully completed passenger rights form (**Fahrgastrechte-Formular**), the confirmation of a delay as well as original receipts. If passengers paid by invoice, refund payment in cash is not possible. Compensation for the delay is only possible for events under items 4.8.2 and 4.8.3. If the ticket in question is a personal pass, proof of identity is required. If the submitter of the claim and the authorized holder of a personal ticket are not the same person, a declaration of assignment of the entitled holder must be enclosed.

4.12.5 Online information on Passenger Rights and Passenger Rights Form

Further information on passenger rights and compensation procedures are available online under www.start-unterelbe.de and www.fahrgastrechte.info. There you can also find the passenger's rights form (**Fahrgastrechte-Formular**) to download or print.

4.12.6 Payment of compensation claims

Upon submitting the completed document passengers rights form (**Fahrgastrechte-Formular**) confirmed by the issuing authority with pliers or stamp imprint and the original ticket at a stationary staffed ticket office, passengers may request compensation, as far as ticket offices are equipped for technical settlement and have sufficient cash available. A contractual carrier may provide payment at other places than its own ticket offices. All other claims shall be processed at the **Servicecenter Fahrgastrechte** once passengers have submitted a completed passenger's rights form (**Fahrgastrechte-Formular**) and the ticket or a copy of the ticket.

Compensation for season tickets of the ICE and IC / EC product classes as well as the **BahnCard 100** according to the Conditions of Carriage of the Deutsche Bahn AG will be processed at the **Servicecenter Fahrgastrechte**. A limitation period in accordance with the provisions of EC Regulation EC No. 1371/2007 applies for passenger rights' claims.

4.13 Arbitration and National Enforcement Bodies

4.13.1 Arbitration

In case of disputes arising from the carriage by railway companies, passengers may call an appropriate arbitration board. Disputes are on hand e.g. if a passenger's written complaint has not been rectified by the contractual carrier within one month. An appropriate arbitration board is the arbitration body for public transport e.V. (söp):

söp
Fasanenstraße 81
10623 Berlin

Phone: +49 (0) 30 644 99 33-0 Email:
kontakt@soep-online.de

www.soep-online.de

4.13.2 National Enforcement Bodies / Federal Railway Office

The railway supervisory authorities under section 5 paragraph 1 a. of the German General Railway Act (AEG) are responsible for handling complaints of alleged violations made by rail companies, tour operators and "ticket vendors" against legally standardized passenger rights.

Complaints can also be addressed to the Federal Railway Authority at the address below:

Eisenbahn-Bundesamt
Heinemannstrasse 6
53175 Bonn

4.14 Liability

For other legal reasons, the carrier is only liable to passengers in cases of intent or gross negligence; in the event of breaching essential contractual obligations (cardinal obligations) and causing injuries to life, limb or health, also in the case of slight negligence. Significant contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and on the compliance of which the contractual partner regularly relies upon and may rely upon. However, in the event of a breach of essential contractual obligations, the obligation to pay compensation is limited to typical, foreseeable damage. Except for cases of intent, gross negligence or breach of essential contractual obligations, liability for damage to property is limited to a maximum of € 1,000 for each passenger. The provisions of the German Liability Insurance Act (HPfIG) and EC Regulation EC No. 1371/2007 including its Annex I (CIV) remain unaffected.

III. Fares

Annex 1: Transition Fare (**ÜTSt**)

Current fares of the HVV transition tariff Cuxhaven for season tickets can be reviewed under <http://www.hvv.de/fahrkarten/anschlussfahrten-uebergangstarife/cuxhaven/>.

Annex 2: **Kombitarif Start Unterelbe - regiomaris**

This cooperation is valid as of 09.12.2018.

Helgoland and Neuwerk single trip

Part of START UNTERELBE single trip with a catamaran, ferry as well after a one-time bus transfer between the train station and pier in Cuxhaven to Neuwerk or Helgoland (gross amount) Passengers

1 passenger € 13,80

2 passengers € 19.32

3 passengers € 24,84

4 passengers € 30.36

5 passengers € 35,88

Round trip

Part of START UNTERELBE. Round trip on the same day, two-time bus transfer between the train station and pier in Cuxhaven, plus H / R ferry from Cuxhaven to Neuwerk or Helgoland

Passengers

1 passenger € 23,00

2 passengers € 27,00

3 passengers € 31,00

4 passengers € 35,00

5 passengers € 39,00

Part of START UNTERELBE. Round trip on different days (return trip within 14 days maximum), two-time bus transfer between the train station and pier in Cuxhaven, plus H/R ferry from Cuxhaven to Neuwerk or Heligoland (gross)

1 passenger 34,50 €

2 passengers 40,50 €

3 passengers 46,50 €

4 passengers 52,50 €

5 passengers 58,50 €

IV. Definition of pupils and students

1. Pupils and students enrolled in public, state-approved or state-recognized private

- General schools
- Vocational schools
- Institutions of Second Opportunity Education
- Universities, Academies
- With the exception of Administrative Academies
- Adult Education Center
- State Adult Education Center.

2. Individuals who attend private schools or other educational institutions which are not listed under item 1, provided they are exempted from compulsory education by attending these schools or educational establishments, or attendance is eligible for aid under the German Federal Training Assistance Act (BAFöG);

3. Individuals who attend an adult education center or another advanced training institution in order to acquire a secondary school or high school diploma;

4. Individuals who partake in a vocational training pursuant to the Vocational Training Act (BBiG) or those in another contractual relationship pursuant to section 19 of the Vocational Training Act (BBiG), as well as individuals trained in a facility outside the place of vocational training pursuant to section 40 paragraph 3 of the Vocational Training Act (BBiG), section 37 paragraph 3 of the German Trade and Craft Code (***Handwerksordnung***);
5. Individuals who attend a state-recognized vocational preparation course.
6. Interns and volunteers, provided that an internship or traineeship is required prior, during, or after, to enroll in a state-regulated education or university according to provisions applicable to education and study;
7. Candidates in lower and higher-ranking civil service education as well as interns and individuals attending an administrative training course to obtain qualifications for admission as an official candidate for the lower and higher ranking civil service, provided they do not receive any travel allowance from the administration;
8. Participants in a voluntary social year or a voluntary environmental year or similar social service.