Terms and Conditions of Carriage

for NRW / Dortmund Airport Lines

Source: VRR Manual on Fares and Ticket Sales, Part A (Document 2: 'Terms and Conditions of Carriage for Dortmund Airport')

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(1) Bases

(1) The Terms and Conditions of Carriage govern the relationship between transport operators and passengers, their respective rights and obligations, and the terms and conditions for the use of public transport. The Terms and Conditions of Carriage are supplemented by the Airport Lines fare regulations; the Terms and Conditions of Carriage and the relevant fare regulations apply jointly.

(2) By boarding a vehicle or entering the transport operator’s facilities, the passenger accepts the Terms and Conditions of Carriage and fare regulations as an integral part of the contract of carriage.

(2) Scope

(1) The Terms and Conditions of Carriage apply exclusively to the airport transfer service (Dortmund Airport Lines), that is, to the carriage of passengers, items and animals on the routes operated by Airport Dortmund.

(2) The internal Airport Lines fare (Clause 7.6) applies to journeys on Airport Lines services at airport stops. The VRR fare regulations apply to stops on Line 490.

(3) For the airport transfer, these Terms and Conditions of Carriage apply as authorised special transport by motor vehicles in accordance with the license issued by the Arnsberg District Government as amended.

(4) The Terms and Conditions of Carriage are posted on the website. They become an integral part of the contract of carriage upon boarding.

(3) Passenger Conduct

(3.1) Passenger Rights

(1) A passenger is entitled to carriage if there is a legal obligation to carry them or if they are able to present a valid ticket. Carriage is governed by the details shown on the ticket, or – in the case of an electronic ticket – the details stored on the electronic storage medium. As a general rule, there is no entitlement to a seat.

(2) Legal relationships arising from carriage are established solely with the transport operators whose services the passenger uses. Passengers should therefore address any complaints to the management of the relevant transport operator.

(3) In the event of a complaint regarding a ticket or change, passengers should contact the on-board staff (referred to in the following as ‘staff’) directly, either on the vehicle or on site, to clarify the matter.

(3.2) Passenger Obligations

(1) When using the company facilities and vehicles, every passenger must conduct themselves in a manner consistent with the safety and order of the service, their own safety and consideration for others.

(2) Passengers must follow the instructions issued by staff in this regard. For example, staff may direct passengers to specific vehicles or seats if this is necessary for operational reasons or to fulfil the obligation to provide carriage.

(3) Persons with severe disabilities, those with reduced mobility, elderly or frail persons, expectant mothers and passengers with young children require seats: other passengers must surrender their seats where necessary. Prams, bicycles and other items carried on board must be supervised or secured in such a manner that they do not endanger or inconvenience other passengers. In addition, each passenger is required to ensure they keep a firm hold at all times whilst on board the vehicle.

(4) A transport operator, or several transport operators, may add a ban on the consumption of alcohol to these Terms and Conditions of Carriage. Any additional provisions based on the relevant domiciliary rights (e.g. bans on eating and drinking) remain unaffected by these Terms and Conditions of Carriage.

(5) For airport transfers, passengers board at the front next to the driver and alight at the rear. Exceptions apply in accordance with Clause 7.1(3). Passengers may only board and alight using the doors

designated for this purpose. Prior to alighting, passengers must wait for the vehicle to lower, if this function is activated. Staff will only open the doors when the vehicle is stationary.

(4) Exclusion from Carriage

(1) Transport operators may refuse carriage to persons who pose a threat to the safety or order of the service, or to other passengers.

(2) Children under the age of 6 – unless they are already attending school – must be accompanied by an adult or another child who is at least 6 years old.

(3) Staff shall decide on the exclusion of persons. For the purposes of these Terms and Conditions of Carriage, ‘staff’ means all persons commissioned by the transport operator to carry out its duties. Staff also exercises the right to enforce domiciliary rights on behalf of the transport operator.

(4) The lawful exclusion from carriage or the lawful removal of a person from the vehicle or the facilities does not give rise to any claim for damages or a refund of the fare.

(5) Claims by the Transport Operator

(5.1) Contamination and Damage to Vehicles and Company Facilities

Should a passenger soil, contaminate or damage a vehicle or the company facilities, the transport operator may charge a cleaning or maintenance fee of €20.00. The transport company may exercise further claims if the damage is greater. The passenger retains the right to prove that no damage, or a lower damage, was caused.

(5.2) Misuse of Emergency Facilities

Passengers may only operate the emergency brake or other safety devices if there is a risk to their own safety, the safety of others, or the safety of the vehicle or the company facilities. In the event of misuse, the passenger must pay an amount of €30.00; this shall not affect any further claims. The passenger retains the right to prove that no damage, or a lower damage, was caused.

(5.3) Smoking in Vehicles and Company Facilities

Smoking is only permitted in specially designated smoking areas in the company facilities. Smoking is always prohibited on public transport vehicles. The smoking ban also covers the use of electronic vapour products (e.g. e-cigarettes, e-shishas). If a passenger smokes in an area where it is expressly prohibited, staff will first draw their attention to the ban.

(6) Transport Operator Obligations

The transport operator is obliged to carry passengers in accordance with the Passenger Transport Act (PBefG) and the legislation enacted on its basis, as well as the service provision defined by the timetable – unless carriage is prevented by circumstances which the transport operator cannot avert and against which it is powerless to take remedial action.

(7) Tickets, their Sale and Validity

(7.1) Fares, Tickets

(1) Tickets are sold in the name of and on behalf of the transport operators running the Airport Lines.

(2) When boarding, passengers must be in possession of a ticket that is valid for the entire journey. If they are not, they must resolve this without delay and on their own initiative. For airport transfers, passengers must board exclusively at the front, next to the driver. Tickets can be purchased in advance from the ticket machine on the forecourt of Dortmund Airport, either by card or in cash, or from the bus driver on boarding, whereby only cash shall be accepted in this case. Passengers must present their ticket when boarding.

(3) Notwithstanding the above, passengers with wheelchairs, walking frames or pushchairs may board at the rear door for airport transfers, provided the folding ramp is extended. In this case, the ticket must be shown to the driver without delay upon boarding or purchased using a cashless means of payment.

(4) Tickets marked ‘valid only when stamped by a ticket validator’ (nur gültig mit Entwerter Aufdruck) must be validated either before the journey begins or, where ticket validators are available at the company facilities or on board the vehicle, without delay upon entering the company facilities or the vehicle. Passengers must ensure that their ticket has been validated. This does not apply to tickets that have already been validated at the time of purchase. Where it is not technically possible to validate a ticket, the passenger must approach staff without delay and on their own initiative to obtain validation of their ticket.

(5) Passengers must keep their ticket until the end of their journey. Staff may instruct a passenger to present their ticket for inspection at any time – the passenger is obliged to comply with this instruction. Furthermore, in the event of passenger surveys or travel surveys, tickets must be presented to the survey staff – who must identify themselves by means of their survey ID cards – or handed over upon instruction to do so.

(6) A passenger may be refused carriage or required to pay a penalty fare or provide the necessary information if they fail to comply with an instruction from staff to present their ticket for inspection. The same applies if they are offered the opportunity to purchase a ticket retrospectively and refuse to do so. In this respect, staff must assess the circumstances of each individual case and ensure that, in particular, young or elderly passengers and vulnerable people are not subsequently exposed to any danger.

(7) Passengers must report without delay any issues with their ticket to the on-site staff. The transport operator shall otherwise not be obliged to take any subsequent complaints into account.

(7.2) Means of Payment

(1) Tickets on airport transfers are sold exclusively for cash. At the ticket machine on the forecourt of Dortmund Airport, passengers may use the means of payment listed there, including cashless and cash.

(2) Staff is not obliged to provide change for banknotes of €50.00 or more or to accept banknotes and coins that are significantly damaged. Where staff is unable to issue change for a banknote, they will issue a receipt for the outstanding amount. Passengers can collect their change from the relevant transport operator's administrative office. Any complaints regarding receipts or change must be raised immediately.

(3) Passengers without a cashless means of payment are directed to the ticket machines on the forecourt of Dortmund Airport. Passengers must purchase their ticket there before embarking on their journey.

(7.3) Invalid Tickets

(1) Tickets are invalid if they do not comply with the provisions of the Terms and Conditions of Carriage or the fare regulations, or if they are used in contravention of those provisions.

(2) This applies in particular to tickets that

a) have not been completed in accordance with the regulations and are not completed without delay despite being instructed to do so by staff, b) do not bear a valid token – where required, c) are torn, cut or otherwise severely damaged, heavily soiled, illegible or have been heat-sealed or laminated in contravention to the rules so that they can no longer be checked, d) have been altered without authorisation or have been unlawfully acquired or produced, e) are used by unauthorised persons, f) are used for journeys other than those permitted, g) have expired, been blocked or marked as invalid due to the expiry of their validity period or for other reasons.

(3) Staff may confiscate invalid tickets in accordance with Clause 2(a) to (g); the fare will not be refunded in cases (a) to (g).

(4) Tickets that are only valid when accompanied by a specific form of identification may be confiscated by staff if the passenger is unable to present that identification for inspection. Tickets issued in a specific person’s name are only valid when accompanied by an official form of identification bearing a photograph. This does not apply to transferable tickets. Separate provisions may be set out in the relevant fare regulations for school transport.

(5) Where staff confiscates the ticket, the passenger will receive written confirmation.

(6) If a ticket is wrongfully confiscated, the transport operator shall reimburse the passenger for the cost of the new ticket, as well as any additional costs incurred in using public transport, including standard postage charges. Passengers must present the relevant tickets to the transport operator or send them by post. A ticket that has been wrongfully confiscated will be returned if the passenger can still use it for further journeys. Any further claims for compensation, in particular for loss of time or loss of earnings, are excluded.

(7.4) Illegible e-Tickets on Smart Cards

Provisions governing the handling of electronic tickets on smart cards which cannot be read by the ticket validator and to which none of the points described in Clause 7.3(1) and (2) apply are set out in the regional fare regulations of the nine transport association and joint fare schemes in North Rhine-Westphalia, as well as in the fare regulations of the NRW fare scheme.

(7.5) Penalty Fare

(1) A passenger must pay a penalty fare if they

(a) do not hold a valid ticket – even if they do in fact possess or have purchased the relevant ticket but are unable to present it for inspection during a check; (b) have not validated the ticket, or have not done so without delay, or have not had it validated; c) fail to present the ticket during checks; in the case of electronic tickets, fail to hold it up to the boarding validation system despite being instructed to do so by staff, or fail to hand it over to staff upon instruction to do so.

(2) In the cases referred to in paragraph 1, the transport operator may charge a penalty fare of up to €60.00. However, the transport operator may charge twice the single-journey fare for the route travelled by the passenger, provided that this results in a higher amount than what is specified in the first sentence. The transport operator may exercise further claims if the passenger has used an invalid travel pass. Prosecution under criminal or administrative offence proceedings remains unaffected by the payment of a penalty fare.

(3) A passenger shall not be required to pay a penalty fare if, for reasons beyond their control, they were unable to obtain or validate a ticket. In cases of doubt, the burden of proof lies with the passenger. This also applies if the ticket machine in the forecourt of Dortmund Airport is out of order or if it is technically impossible to pay by card, and the passenger purchases their ticket without delay from staff.

(4) If the passenger can prove that they were in possession of a valid personal travel pass at the time of the inspection, only a sum of €7.00 shall be payable instead of the penalty fare referred to in paragraph 2. Passengers must provide proof of a valid ticket to the transport operator’s administrative office within 14 days of the date of the inspection. It is at the discretion of the transport operator to charge less than €7.00. This also applies to passengers travelling with the ticket holder

under a ‘take-along’ arrangement. In this case, the ticket holder may also pay for the penalty fare.

(5) If a passenger has paid a penalty fare or has received a payment order in this respect, they may continue their journey until their destination stop. The destination stop is the stop at which the passenger disembarks from the vehicle in which they paid the penalty fare or received the payment order.

(7.6) Fare Structure for the Airport Lines

(1) All lines operated by Airport Dortmund are covered by the company’s own fare structure. The Deutschlandticket and other public transport tickets are not accepted.

(2) Airport Express: The fare is €10.00 per one-way journey. Children under the age of 15 pay €2.00. Children under the age of 6 travel free of charge.

(3) Airport Shuttle: The fare is €3.00 per one-way journey. Children under the age of 15 pay €2.00. Children under the age of 6 travel free of charge.

(4) Line 490 / Car Park Shuttle: The fare at the car park vending machine or when buying tickets in advance is €2.00 per journey (one way). Children under the age of 6 travel free of charge. The ticket can also be purchased from the bus driver at the price of the applicable short-distance fare under the VRR fare structure. Car park transfer can be booked online at the same time as reserving a parking space.

(5) Tickets for the Airport Express and Airport Shuttle are only available from the ticket machine on the forecourt of Dortmund Airport and from the bus driver. There are no flight tickets that include tickets for the Airport Express. Only Rail&Fly is accepted as an included travel ticket for the Airport Shuttle.

(8) Refunds, Exchanges

(1) General provisions regarding the refund and exchange of tickets are set out in the relevant fare regulations.

(2) Further to paragraph 1, tickets purchased in advance and not yet validated, which were issued under the old fare structure, will remain valid for a further three months from the date on which the relevant fare change enters into effect. These tickets may be exchanged with the transport operator that sold them for up to three years after the relevant fare change enters into effect. No processing fee is charged for exchanging these tickets.

(9) Special Provisions of Carriage

(9.1) Children

Children under the age of 6 travel free of charge. On Airport Line services, children under the age of 15 pay the reduced fare as set out in Clause 7.6.

(9.3) Animals

Passengers may bring animals on board free of charge – although they have no legal right to do so – provided that this does not jeopardise the safety and order of the service and does not cause a nuisance to other passengers.

(1) Dogs must always be supervised by a suitable person. They must be kept on a short leash. Dogs that may pose a risk to other passengers must also wear a muzzle.

(2) Dogs are not permitted on seats; other animals may only be carried in suitable containers, which must not obstruct any seats.

(3) Guide dogs accompanying a blind person are always permitted on board.

(9.4) Bicycles

(1) A bicycle is a wheeled vehicle operated by muscle power. E-bikes that are not subject to mandatory insurance are treated in the same way; electrically powered kick scooters are not permitted. All other motorised vehicles, in particular those with internal combustion engines, are not regarded as bicycles under these Terms and Conditions of Carriage; they may not, as a general rule, be carried on public transport.

(2) Exclusively single-track bicycles operated by muscle power, as defined in paragraph 1, sentences 1 and 2, may be carried on public transport operating on public roads (ÖSPV), provided there is sufficient space. Bicycles whose dimensions exceed standard bicycle dimensions (e.g. tandems, recumbent bikes, tricycles), as well as bicycles fitted with internal combustion engines, are always excluded from carriage on public transport. Notwithstanding the above, public transport operators permit persons with severe disabilities who hold a disability card in accordance with Section 152 of Book Nine of the Social Code (SGB IX) to carry all other types of bicycle referred to in paragraph 1, sentences 1 and 2, on a goodwill basis, provided there is sufficient space.

(3) As a rule, bicycles are only carried if there is sufficient available capacity and space. No additional passengers with bicycles will be allowed to board if a vehicle's designated bicycle spaces are full. Persons with reduced mobility (e.g. wheelchair users or people with pushchairs) have priority over cyclists. It is at the discretion of staff to decide whether sufficient space remains available. Passengers do not have an entitlement to the carriage of bicycles.

(4) Each passenger may only bring one bicycle on board and must load and unload it themselves. Children under the age of 6 who wish to bring a bicycle with them must be accompanied by an adult. Folding or collapsible bicycles which, when folded or collapsed to the smallest possible size as commonly available, count as hand luggage. Electric kick scooters (e-scooters) are not permitted on Airport Shuttle services. Children's trailers used separately are treated in the same way as pushchairs.

(5) Passengers are required to secure their bicycles and luggage in such a way that they do not pose a risk to safety or order on board the vehicle, and are responsible for supervising their bicycles. In particular, passengers must ensure that other passengers are not put at risk or soiled, and that their bicycle does not cause any damage to the vehicle. The passenger is liable for any damage caused.

(6) Depending on the region, there may be restrictions on periods of use; passengers can find the exact times in the information provided or on notices displayed by the local transport operators.

(9.5) Electric Mobility Scooters as a Means of Transport

(1) Electric mobility scooters (electrically powered vehicles for persons with reduced mobility, referred to in the following as 'electric mobility scooters') may be carried on buses, provided that the following conditions are met:

(a) the passenger holds a severely disabled person's pass bearing the designation 'G' or 'aG' (Section 3(1)(1) or (7) of the Ordinance on Passes for Severely Disabled Persons (SchwbAwV), as amended) or has received approval from their health insurance fund to cover the costs of the electric mobility scooter. b) According to the manufacturer's specifications and in accordance with the regulation referred to in the first sentence, the electric mobility scooter is approved for carriage with a person seated on it. c) The bus is suitable for transport of these electric mobility scooters and is marked accordingly with pictograms as shown in the Official Gazette of the Federal Ministry for Transport (Verkehrsblatt 2017, issue 21, page 935).

(3) Further conditions of carriage are that

a) the severely disabled person’s pass or proof of cost coverage is presented to the operating staff for inspection upon instruction or, if requested, handed over to them; b) the limit for the total mass of the electric mobility scooter (unladen weight plus the user’s body weight plus any additional load) does not exceed 300 kg, c) the suitability of the electric mobility scooter for carriage is indicated by a clearly visible pictogram in accordance with the illustration in the Verkehrsblatt 2017, issue 21, page 936, and d) the passenger is able to manoeuvre the electric mobility scooter backwards into the bus independently, position it inside the vehicle in accordance with the instructions provided by the transport operator, and exit the bus independently.

(4) It is not permitted to charge the battery of the electric mobility scooter, even when it is being carried in a vehicle.

(9.6) Other Items

(1) Passengers may carry items provided that this does not jeopardise the safety and order of the service. Moreover, other passengers must not be endangered or inconvenienced as a result of carriage. Passengers must stow their belongings accordingly and supervise them. However, these items must not block anyone’s seat. The passenger is liable for any damage caused by carrying such items.

(2) Each person may carry up to two items of luggage on airport transfers. Each item of luggage must not exceed 23 kg or 158 cm (the sum of its length, width and height).

(3) Passengers are responsible for loading and unloading their own luggage. Staff can provide assistance if required. Luggage must be stowed in the designated area and must not obstruct the entrance, aisles, exit routes or the ramp.

(4) Oversized luggage (e.g. golf bags, ski equipment, musical instruments) will be carried subject to the availability of space. The decision is made by staff on site.

(5) Dangerous substances and dangerous articles are excluded from carriage, in particular

a) explosive, highly flammable, radioactive, foul-smelling or corrosive substances, b) unpackaged or unprotected items which may cause injury to passengers, c) items that protrude beyond the vehicle’s perimeter, d) self-balancing vehicles with a steering or handrail (so-called Segways) – these are prohibited as a rule.

(6) Staff will decide on a case-by-case basis whether items are permitted on board and where they should be stowed. If staff suspects that an item of luggage or cargo contains dangerous substances, they may ask the passenger for details of its contents. If the passenger refuses to provide the information, the item of luggage will be excluded from carriage.

(7) Staff must do everything possible to ensure that pushchairs and wheelchair users can be accommodated. However, staff reserves the right to make the final decision regarding what can be brought on board and where items must be stowed.

(8) There is no entitlement to the carriage of items.

(9.7) Passengers with Reduced Mobility

(1) Wheelchairs, walking frames and pushchairs are carried. Passengers board and alight via the rear door, which has a folding ramp. The ramp is operated by staff. These passengers have priority when boarding and alighting.

(2) The vehicle is lowerable at both the front and the rear. This does not replace the ramp when using a wheelchair.

(3) Staff on site will decide whether the ramp can be used safely. The ramp's maximum load capacity and the vehicle's dimensions must be taken into account in this regard.

(4) Medical aids (e.g. oxygen cylinders) and medical equipment may be carried, provided they can be stowed away safely. The decision is made by staff on site.

(5) Guide dogs are carried in accordance with Clause 9.3(4).

(10) Lost Property

(1) Passengers must surrender to staff any lost property found in vehicles or on facilities without delay.

(2) Lost property which can pose a safety risk may be inspected accordingly or handed over to the relevant authorities. The transport operator may, at its own discretion, dispose of any lost property if it cannot be reasonably be expected to place the items in storage (e.g. perishable items).

(3) Any other lost property is available for collection from the lost property office. If a customer claims the lost property, they must provide credible evidence that it is their property or that they have a right of possession over it. The customer will then have the lost property returned to them.

(4) Lost property is kept for six weeks.

(5) If the owner claims the lost property, they must collect it within a period of 6 weeks.

(6) Staff may also return lost property to the person who lost it on the spot if that person can convincingly demonstrate that it belongs to them.

(11) Liability

(1) The transport operator is liable for the death or injury of a passenger and for damage to property that the passenger is wearing or carrying, in accordance with the generally applicable provisions. The transport operator is liable for damage to property in respect of each passenger only up to a maximum of €1,000.00. The limitation of liability shall not apply if the damage to property is attributable to wilful misconduct or gross negligence. Notwithstanding the second sentence, operators of bus services shall be liable for any loss of or damage to wheelchairs and other mobility aids or assistive devices caused by them, up to the replacement value or the repair costs of the lost or damaged equipment or devices.

(2) Transport operators shall not be liable for any damage caused by a passenger or by any items or animals carried by them.

(12) CCTV in the Passenger Cabin

In order to protect passengers and staff from attacks on their lives and health, and to prevent damage to property of any kind in and on public transport, transport operators reserve the right to monitor passenger cabins using CCTV. The transport operators ensure that the data is not misused. Vehicles fitted with CCTV are clearly marked.

(13) Limitation Period

The limitation period for claims arising from the contract of carriage is three years. It begins at the end of the calendar year in which the claim arose. The limitation period is governed by the general provisions in all other respects.

(14) Exclusion of Claims for Compensation

(1) Deviations from timetables due to traffic disruptions, operational faults or interruptions, or a lack of space on services do not constitute grounds for

claims for compensation. No guarantee is provided that connections will be reachable in this respect.

(15) Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from the contract of carriage shall be the registered office of the transport operator.