

# **EUROSTAR JOINT SUB-COMMITTEE**

A Joint Sub-Committee of the London Transport Users Committee, the Rail Passengers Council and the Rail Passengers Committees representing the interests of users of Eurostar in the UK

## **Aspirations for improved passengers' rights on international rail services in the European Union**

### Background

1. This document represents the aspirations of the Eurostar Joint Sub-Committee of the Rail Passengers Council and Committee network (EJSC) in respect of the rights of passengers travelling on international rail services in the EU. It has been prepared in response to a consultation exercise embarked upon by the EC.

### Format of the Document

2. This document has been prepared on the basis of considering rail travel from beginning to end. General issues such as consumer rights and safety are addressed at the end of the document, but their position in the document should not be taken as meaning that they are seen as any less important than matters addressed first.

### Information

3. Prospective passengers are entitled to the provision of correct information about the services provided, including the facilities provided on each service
4. Advice must be sought by the railway industry from organisations representing people who are partially-sighted, deaf and hard of hearing to ensure that people with these disabilities are as informed as other passengers about all aspects of rail travel.
5. It is the responsibility of all operators to ensure that the publicity they produce clearly shows the dates of validity of such material and to distribute replacement material at least 2 months in advance of the introduction of revised services, conditions of carriage or other changes that will alter the service offered to passengers.
6. Publicity material should be made available in printed and audible format and should be displayed on the world-wide web. The information about a particular service should be provided in all languages of the countries through which that service operates, together with the languages of countries to/from which connecting passengers might be expected to travel.
7. If a temporary change to services is necessary for reasons of infrastructure maintenance or some other reason about which the operator has advance notice, the operator shall:
  - (a) ensure that arrangements are made to advise all ticket sales outlets of the changes;
  - (b) inform all ticket sales outlets that they must advise all prospective passengers of the changes at the time they book their tickets;

- (c) make every effort to ensure that details of the changes are displayed prominently at all stations served by the train or trains affected; and
- (d) make every effort to ensure that information about such changes is included in relevant newspapers and is broadcast on appropriate radio and TV stations.

All information about pre-planned disruptions to services shall be made available to passengers and prospective passengers as soon as practicable after it is known to the operator. If such information is known about at the time that new timetables are being printed, then the information must be referred to in the published timetables. In any event such up-to-date information should always be included in on-line timetables.

8. Although passengers cannot reasonably expect prior information about emergency disruptions to services, it is the duty of operators to ensure that every effort is made to provide up-to-date information and assistance to passengers, prospective passengers and 'meeters and greeters' when services, or major connecting or feeder services, are disrupted for any reason. In particular, operators must ensure that they have arrangements in place to enable them to meet the requirements of the COTIF Convention and the CIV Rules. Copies of the COTIF Convention, the CIV Rules and the General Conditions of Carriage must be available for passengers and staff to consult at all stations served by international trains. All staff who may be required to deal with international passengers shall be made aware of the railway industry's commitments under the Convention, Rules and Conditions.
9. So far as is permitted within local rules governing the use of Public Address systems at stations, all delays of over 10 minutes to international services shall be announced at affected stations with repeat announcements giving appropriately updated information every 10 minutes thereafter. Such information (updated as necessary) shall also be provided on station display screens. All such written and oral announcements must be given in all the languages appropriate to the service involved.
10. Operators of international services shall ensure that all information outlets under their control have up-to-date information available about connecting services as well as all local public transport available at, or near stations served by their trains, as well as about all international rail services operating in the EU.

### Fares and Tickets

11. Prospective passengers are entitled to be told about the fares options available to them (including in all cases, details of the cheapest fare available for any particular journey) and any restrictions applying to the service/ticket-type in general or a specific train/ticket-type in particular. Sales agents and official travel information bureaux shall also be required to advise prospective passengers of cheaper fares options were they to opt to travel slightly earlier or slightly later.
12. The principle that should apply to international rail travel is that fares levels should be no higher than the cost of travel on a similar class of train making an entirely domestic journey.

13. If a journey could be made by different operators, charging different fares and/or imposing different conditions/restrictions, then the principle of impartial retailing must be adopted and prospective passengers must be made aware of the options open to them, irrespective of the ticket sales outlet used.
14. All tickets must show details of the journey and date(s) for which it is valid, the operator(s) on whose service(s) the ticket is valid, the fare paid, any restrictions that apply and where and how to seek assistance and/or redress.
15. Every long-distance, international train should provide a walk-on service. In countries where standing passengers are not permitted, the walk-on service will necessarily be limited to the maximum seating capacity of the train (allowing for seats reserved by passengers who will be boarding later in the journey). Operators should provide adequate grab rails and/or hanging straps for standing passengers to hold on to in all trains where standees are permitted.
16. Passengers issued with tickets for travel on international rail services must be advised when they purchase those tickets of their rights to, and how to, obtain tickets on connecting domestic rail services issued under COTIF/CIV Regulations. International train operators shall work with domestic train operators to ensure that there are COTIF/CIV Regulations connecting tickets available as appropriate throughout the EU.
17. In the interests of promoting integrated public transport, operators of international rail services shall commit to working with local public transport operators at all stations served by international trains in order to provide through ticketing opportunities so that passengers wishing to make such journeys are able to avoid the need to queue for further tickets on route.

#### On-Board services

18. Every international train should be accessible to wheelchair-users, should have space within ordinary carriages (never in space not ordinarily used for passengers) reserved for people to be able to travel seated in their wheelchairs and should have toilet facilities that comply with the necessary standards to meet the needs of those wheelchair-users. In countries/at stations where the distance between the platform edge and the carriage requires the use of ramps and/or staff assistance to enable wheelchair-users and other disabled passengers to use the train, then standards should be set to provide for the minimum possible amount of advance notice to be given of a disabled person's intention to travel. In no circumstances should the minimum notice period exceed 24 hours.
19. Every long-distance, international train should be scheduled to provide catering on board thus meeting a basic level of service expectation.
20. Every long-distance, international train should provide the option of seat reservations, irrespective of class of travel.
21. Every long-distance, international train service should provide arrangements for the secure carriage of passengers' luggage

22. In the event of an advertised on-board service not being available on a particular train, then the operator must inform all passengers of that fact prior to the departure from each station served by that train. Reasonable time should be allowed for passengers to make alternative arrangements to compensate for the loss of a pre-advertised on-board service.
23. Every international train must have whole carriages in which smoking is not permitted – single carriages in which smoking is permitted in part of the carriage and banned in part of the carriage is not an acceptable substitute.
24. Wherever possible, every long-distance, international train should have provision for family-friendly accommodation where priority will be given to the seating requirements of families with young-children and quiet zones where the use of mobile phones would not be permitted.
25. Every international train must have provision for passengers to carry bicycles with them and each operator shall ensure that any restrictions relating to the carriage of bicycles are widely publicised.
26. Every carriage of every international train shall provide for emergency voice contact between passengers and the on-board staff on that train.

### Redress

27. Rights of redress shall be available to all passengers using international trains, and the holders of connecting tickets on domestic services as defined in COTIF/CIV Rules, in the EU, irrespective of the country in which the journey is undertaken, the country in which the ticket is bought, the type of ticket held or the operator of the service. In all cases passengers seeking redress should be directed to either the office where they had bought their ticket, or if more convenient to the passenger, to the local office of the service provider. The procedures for handling such refunds should be simple and quick. It should be the normal practice for refunds to be made within 5 working days of the receipt of an application.
28. A passenger shall be entitled to a refund of 50% of the fare paid for the journey undertaken if his/her train arrives at his/her destination more than an 'agreed' number of minutes later than advertised. A full refund will be paid if the train arrives more than double the 'agreed' number of minutes late. The 'agreed' number may differ depending on the length of the journey, but shall be agreed between the operator and the relevant consumer bodies representing the users of the service(s) concerned. [The fare paid in respect of one leg of a return journey shall be 50% of the total fare paid]
29. If a delay on an international train, or a connecting domestic train for which the relevant COTIF/CIV ticket is held, results in a passenger missing a scheduled through connection, then the operator shall arrange for the passenger to be carried on the next available train, irrespective of the category of that train or the class of seat available, at no additional cost to the passenger.
30. If a delay on an international train, or a connecting domestic train for which a relevant COTIF/CIV ticket is held, results in the purpose of the journey being

negated, then the relevant operator shall arrange for the passenger to return to his/her starting point on the first available train and refund the whole fare. This provision shall be in addition to the COTIF/CIV requirement to provide accommodation to passengers who are delayed and are thus unable to complete their journey on the day specified on their ticket.

31. If a delay to an international train is caused by a third party and the delay is such to trigger rights to compensation, then the operator shall compensate passengers in line with the provisions of this document and then seek reimbursement from the third parties accordingly. Acts of God shall be excluded from this provision.
32. In the event of a passenger being supplied with incorrect information by an operator, or by an official agent of an operator, and that incorrect information results in the passenger missing a train or a connecting train, then the operator shall arrange for the passenger to be carried on the next available train, irrespective of the category of that train or the class of seat available, at no additional cost to the passenger. If the purpose of the journey has been negated, then the relevant operator shall arrange for the passenger to return to his/her starting point on the first available train and refund the whole fare. This provision shall be in addition to the COTIF/CIV requirement to provide accommodation to passengers who are delayed and are thus unable to complete their journey on the day specified on their ticket.
33. Refunds and any other compensation shall always be made in cash or credit/debit-card repayment, unless the passenger indicates a willingness to accept an alternative.
34. Claims by passengers for consequential loss resulting from any delays for which compensation is payable under these provisions, shall be determined by independent assessors appointed for the purpose. It shall be the responsibility of international rail operators, either individually or collectively, to set up a panel of assessors for this purpose.

#### Consumer Representation

35. Passengers using international rail services shall have the right to be involved in decisions relating to the provision of those services. The decisions which the passengers can be expected to be consulted on shall include, but shall not be exclusively confined to: service levels, fares, on-board services – including the design of rolling stock; the handling of complaints and rights to and levels of compensation.
36. The rights referred to in clause 35 shall be exercisable by means of statutory consumer organisations set up for the purpose by each national government, or by such other independent consumer organisation as may be so designated at a given time by a national government for the purpose. The organisations shall be given statutory access to the railway companies providing international rail services within the EU and, in addition to undertaking the consultative role referred to in paragraph 35 above may take a pro-active role to promote improvements to international rail transport. In establishing and appointing members to statutory consumer organisations, national governments shall have

due regard to voluntary organisations where these already exist and there shall be a presumption that there will be some degree of cross-membership.

### Safety

38. There is a presumption that railways and railway stations are operated as safely as is humanly possible. Passengers expect their representatives to be given access to safety case formulation procedures (including information about risk assessment). The consumer bodies referred to in paragraph 36 shall be given the right to attend and participate in national and EU fora associated with railway safety. Similarly passengers representatives shall be given the opportunity to participate in or be observers at any exercises undertaken to test safety procedures.