

MY INTERRAIL – TERMS & CONDITIONS

Valid as at June 2013

1. GENERAL

In these Terms and Conditions, 'We' (and 'us' or 'our') refers to ATOC Ltd, trading as 'My InterRail'.

'You' (and 'your') are the customer who purchases an InterRail Pass or Passes for your own travel and/or for any other travellers who have requested you to purchase an InterRail Pass on their behalf.

'InterRail Pass' or 'Pass' refers to an InterRail Global Pass or InterRail One Country Pass available for sale in the variants described in these Terms & Conditions and on this website. The term 'Pass' also means the plural.

'Carriers' are the railways and ferry companies, listed in Section 4, which participate in the InterRail Pass offer.

2. YOUR CONTRACT WITH US

When you purchase an InterRail Pass from us, the contract is for ATOC to supply a valid Pass for use on the services offered by the participating Carriers listed in Section 4, and is discharged and performed when we supply the Pass to you. The terms and conditions applying to the Pass purchased are agreed with and taken as accepted by you at the time of payment (including any additional terms specific to the product purchased).

There shall be no contract between you and us until we have received the full purchase price for the Pass ordered and sent you a confirmation e-mail detailing the Pass purchased and confirming that the payment has been accepted.

3. YOUR CONTRACT WITH THE PARTICIPATING CARRIERS

Your contract in respect of transport is with the Carrier(s) or other service provider(s) covered by the Pass. We act only as an agent and accept no liability for any matters arising from or otherwise connected with your transport contract.

Where travel is within one country, the relevant Carrier's conditions of carriage and byelaws are incorporated into your contract together with those of any other carrier.

Where travel is with two or more Carriers in different countries which are party to the International Rail Convention, your contract also includes:

- (i) the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV) which are applicable to the Berne Convention concerning international carriage by rail;
- (ii) the Uniform Additional Regulations to the CIV relating to the liability of the railway for death of and personal injury to passengers; and
- (iii) the conditions of the Standard International Tariffs for the Transport of Passengers and their Luggage.

All conditions of carriage contain limitations of liability and we recommend that you read these before travelling.

The CIV and the byelaws and conditions of any Carrier will contain exclusions and limitations of liability for loss or losses, injury, damage and destruction of baggage and late deliveries.

Restrictions may also be imposed on the amount of baggage and the type of baggage you may take and a charge may be levied in respect of excess baggage.

Please check before travelling any requirements as to labelling and lost and unclaimed baggage that may also apply.

We accept no liability for the failure of any Carrier or other service provider and have no liability for theft, loss of or damage to persons, effects or any loss caused by a force majeure event. We exclude all liabilities to you to the maximum extent permitted at law.

4. THE INTERRAIL PASS OFFER

The following Carriers participate in InterRail

CARRIER	NAME AND COUNTRY	GLOBAL	ONE COUNTRY
ATOC	Association of Train Operating Companies (Great Britain)	Yes	Yes
Attica	Attica Group (Superfast Ferries - Blue Star Ferries) (Greece)	Yes	Yes
BDZ	Bulgarian State Railways	Yes	Yes
CD	Czech Railways	Yes	Yes
CFARYM	Railways of the former Yugoslavian Republic of Macedonia	Yes	Yes
CFF/SBB	Swiss Federal Railways including the private companies: BLS, FART, MOB, RhB, SOB, SOB-bt, SSIF, THURBO	Yes	Yes
CFL	Luxembourg National Railways. Note: The One Country pass - CFL, NS and SNCB form together the InterRail Benelux Pass	Yes	Yes
CFR	Romanian Railways	Yes	Yes
CP	Portuguese Railways	Yes	Yes
DB	German Railways	Yes	Yes
DSB	Danish State Railways and the private train company Arriva, excluding the DSB trains "IC Bornholm" between Copenhagen and Ystad	Yes	Yes
HZ	Croatian Railways	Yes	Yes
IE	Irish Transport Company	Yes	Yes
Minoan Lines	Minoan Lines, Ferry Company (Greece)	Yes	Yes
NS	Netherlands Railways. Note: The One Country pass - CFL, NS and SNCB form together the InterRail Benelux Pass	Yes	Yes
NSB	Norwegian State Railways	Yes	Yes
OeBB	Austrian Federal Railways including the Ebenfurth - Sopron line operated by RoeEE	Yes	Yes
PKP	Polish State Railways	Yes	Yes

RENFE	Spanish National Railways	Yes	Yes
SJ	Swedish Railways including the Arlanda Express, Connex, Merresor and Tågkompaniet	Yes	Yes
SNCB	Belgian National Railways	Yes	Yes
SNCF	French National Railways	Yes	Yes
SZ	Railways of Slovenia	Yes	Yes
TCDD	Turkish State Railways	Yes	Yes
TRAI NOSE	Hellenic Railways Organisation. (Greece), Note: The One Country pass - The OSE has its own InterRail Greece Pass, but together with Attica Group also the InterRail Greece Plus Pass	Yes	Yes
Trenitalia	Italian Railways	Yes	Yes
VR	Finnish Railways	Yes	Yes
ZCG	Railways of Montenegro	Yes	No
ZFBH	Railways of the Federation of Bosnia-Herzegovina	Yes	No
ZRS	Railways of the Republic of Srpska	Yes	No
ZS	Serbian Railways	Yes	Yes
ZSSK	Railways of the Republic of Slovakia	Yes	Yes

InterRail Global Pass

The InterRail Global Pass entitles the holder to travel on the networks/services of all participating railways in 30 European countries and two Adriatic ferry companies, in accordance with the Class and Validity of the Pass held.

Validity and Scope

- There are two types of validity:
- Continuous (15 days, 22 days, 1 month) and
- Flexi (5 days within a 10 day period, 10 days within a 22 day period)

Classes & passenger types

- The InterRail Global Pass exists in 4 variants:
- Adult (26-59 years old on first day of Pass validity), 1st and 2nd Class travel
- Child (4-11 years old on first day of Pass validity), 1st and 2nd Class travel
- Senior (60 years old or over on first day of Pass validity), 1st and 2nd Class travel
- Youth (12-25 years old on first day of Pass validity), 2nd Class travel only

One Country Pass

The InterRail One Country Pass exists in 27 geographic variants and entitles the holder to travel on the network/services of participating railways in one of 25 European countries. Additionally, Belgium, Netherlands and Luxembourg are combined in a single Benelux One Country Pass. There are no individual One Country Passes available for these countries.

In addition to the Italy and Greece One Country Passes, each offers a 'Plus' variant which extends the rail offer to Adriatic ferry services.

Validity and Scope

- One Country Passes are only available in Flexi format (3 days / 4 days / 6 days / 8 days within 1 month)

Classes & passenger types

- Each InterRail One Country Pass exists in 3 variants:
- Adult (26 years old or over on first day of Pass validity), 1st and 2nd Class travel
- Child (4-11 years old on first day of Pass validity), 1st and 2nd Class travel
- Youth (12-25 years old on first day of Pass validity), 2nd Class travel only
- There is no Senior variant of the One Country Pass and customers who are 60 years of age or over should purchase an Adult Pass.

5. PURCHASING AN INTERRAIL PASS

Eligibility to Purchase

InterRail Passes are available for residents of the countries listed below:

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark*, Estonia, Finland, FYR Macedonia, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation, San Marino, Serbia, Slovakia, Slovenia, Spain*, Sweden, Switzerland, Turkey, Ukraine, United Kingdom*, Vatican City

* Denmark includes Faroe Islands but excludes Greenland

* Spain includes Canary Islands, Melilla and Ceuta

* United Kingdom includes Channel Islands, Isle of Man and Gibraltar

Permanent residents or temporary residents of these countries may purchase an InterRail Pass. Temporary residents are individuals who have been living in any of the eligible countries for a period of at least 6 months on the first valid travel day of their Pass.

Passes are non-transferable and must only be used by the person or persons specified on the Pass.

You cannot buy an InterRail Pass for travel in the country of your residency.

Residents of an eligible country, in which there is no participating railway (e.g. Albania) can purchase an InterRail Global Pass or InterRail One Country Pass of their choice.

Train operators and their representatives may ask at any time for proof of foreign residency and reserve the right to confiscate the Pass if the customer is unable to produce such proof.

InterRail Passes cannot be purchased more than 3 months (90 days) in advance of their first date of validity.

Accuracy of details

We make every effort to ensure that all Passes booked through us are issued correctly and efficiently but in the event of any error or delay occurring in connection with the booking or the issue of Passes, the maximum liability to you will be to refund the price of your Pass.

Names on travel documents must match exactly those shown on passports.

Note: All Passes are non exchangeable once purchased.

Corrections cannot be made to any mistakes made during the booking and purchasing of an InterRail Pass. The Pass will involve the cancellation of the incorrect Pass (with fees) and the re-booking by you of a new Pass with the correct details. (Please see Section 7 for further details on refunds).

Despatch / receipt of tickets

Your InterRail Pass will be sent by Royal Mail Special Delivery service and should arrive within two working days of your order being confirmed. Note that Royal Mail Special Delivery is a secure service and a signature is required on delivery.

Passes for customer's residing outside the UK will be sent by international courier service. Note that we will only send Passes to the eligible countries listed above.

Please examine your Pass carefully upon receipt. We accept no liability for errors resulting from incorrect information provided by you.

If you notice any inaccuracy, you must tell us as immediately, no later than within 24 hours of receipt of your Pass. One of our team members will then cancel your incorrect Pass and you will be required to place another order for your new Pass. A 15% cancellation fee will also be applied by us if the details such as the spelling of your name, the date of birth, country of residence or your passport number were incorrectly entered by you when you made your booking. A Refund will then be issued to you (on the card with which payment is made) on the return of the cancelled Pass to our offices (please allow 3 to 5 working days from this time for the refund to appear back on your card).

Regardless of the number of people on each booking, we will only communicate with and action requests from the designated Lead Traveller in the party.

6. PRICES & PAYMENT

Prices

All Passes are priced and charged in Pounds Sterling (GBP). If you are paying with an overseas registered card you will be debited in your local currency at an exchange rate determined by your bank. For customers in Euro (EUR) countries this may mean that the amount debited from your card is not equal to the published EUR price for the Pass purchased

Payment cards and fees

A Pass may only be paid for by the following credit or debit cards: Visa Credit, Visa Debit, Mastercard Credit, Mastercard Debit and Maestro.

Your booking may incur one or more of the following fees: a booking fee, credit card fee, postage and packing charges, and/or other applicable fees. These will be confirmed to you before confirmation of your booking.

7. REFUNDS

Refunds can be applied for if an InterRail pass is returned to us before the first day of validity, or up to 1 month after the last day of validity as long as the Pass has been certified as "UNUSED" by a Carrier before the first day of validity. In both cases, the entire cost is refunded with a deduction of a 15% cancellation fee. Passes that are partially or fully used, or which are lost or stolen, will not be refunded or replaced.

In the event of non-provision of part of a service by a Carrier, an appropriate endorsement must be obtained.

The unused Pass must be sent to My InterRail Customer Support, PO Box 153, Alresford, SO24 4AQ, United Kingdom.

All refunds will be made by the same method and to the same payment card with which the Pass was purchased. Cash refunds will not be made.

An administration charge not exceeding £10 may be made for any refunds requested by you.

If we make any change to or cancel your booking, our maximum liability to you will be to refund the price of your ticket.

Lost, stolen or damaged Passes

We do not undertake to issue duplicate Passes to replace lost or stolen Passes.

If you have purchased Ticket Protection Plan cover at the time of booking your InterRail Pass then, subject to the conditions of that plan, you will be entitled to a partial refund depending on the remaining validity on your Pass when it was lost or stolen. A refund can only be issued once all required documentation to file your claim is received. The required documents include your policy report, ticket receipts and a notarised written report of how the pass was lost or stolen. Please refer to our Ticket Protection Plan page for further details.

Any Pass which has been spoiled, tampered with or altered in any way is not valid for travel. You must return it to us. If your Pass was damaged or tampered with whilst in transit please contact us immediately for assistance. Please also note that we reserve the right to refuse to issue a replacement Pass if the damage on your Pass is deemed as not having occurred whilst your Pass was in transit to you.

No replacement Pass will be issued where the Pass has been so damaged or defaced as to prevent the reading of essential details.

8. USE OF PASSES

InterRail Pass definition

An InterRail pass consists of a machine-printed ticket and a Pass cover that includes the travel report. Neither the ticket nor the Pass cover is valid on its own. If you travel using one without the other you will be liable for payment of a full-fare ticket and a fine.

An InterRail Pass is strictly personal, non-transferable and valid only upon presentation of a passport or other recognised travel identification document. If you travel without a passport or a legal equivalent to be presented together with the Pass, you will be liable for payment of a full-fare ticket and a fine.

Proof of eligibility to use Pass

During your trip, you must ensure that you will at all times be able to produce the same proof of identity/residence/age (identity card, passport or residence permit etc) which you entered at the time of purchasing your InterRail Pass. The information printed on your Pass (e.g your name, passport/identity card number, country of residence etc) may be checked by railway staff to ensure that it matches those details given on your proof of identity.

Where your identity card or passport is not issued by the authorities of one of the eligible European countries, you must also produce evidence that you have been resident in Europe for at least 6 months (e.g. entry visa, proof of address).

Railway staff are authorised to confiscate a Pass under any of the circumstances below:

- (i) Where the holder cannot produce proof of eligibility;

- (ii) Where the Pass is being used by anyone other than the person to whom it was issued;
- (iii) Where personal details or travel dates have been altered; or
- (iv) Where the Pass is or appears to be a forgery.

In the above cases, the Pass will be withdrawn and you will have to purchase a full-price ticket for the journey being made. You may also be reported to the police or other legal authorities.

We do not accept any responsibility in respect of the issue of any Pass based on inaccurate information supplied by you.

Recording personal, ticket and journey details in the travel report

All InterRail Global Pass holders will receive a travel report along with their Pass. You are required to fill in the personal details and ticket details in the travel report before using the Pass

Before boarding a train, bus or boat, each journey must be recorded in the journey details section of the travel report in blue or black ink. If you travel without having recorded these details you will be liable for payment of a full-fare ticket and a fine.

Flexi Pass: filling in the travel calendar box

Flexi pass holders may choose the days on which they travel within a longer period of overall validity. Before boarding the first train, bus or boat on a travel day, you must enter the date correctly in blue or black ink in the corresponding travel calendar boxes on the ticket. If you travel on a date that has not been entered on the ticket, you will be liable for payment of a full-fare ticket and a fine. Once entered, you may not correct a travel date, as it can be considered an attempt at fraud. The correct date must be entered in the next travel day box.

Flexi Pass: overnight journeys

If a trip on a direct overnight train departs after 19.00 and arrives after 04.00, it is only necessary to enter the date of arrival in the travel calendar boxes on the ticket. This also covers travel between 19.00 and 24.00 on the day of departure, as long as the day of departure and arrival both fall within the overall period of the Pass validity. When travelling with an overnight ferry covered by the Pass, either the date of departure or arrival may be entered in the travel calendar boxes on the ticket.

Travelling within your own country

An InterRail Pass is valid for travel on the trains of all participating railway companies, with the exception of the trains in your country of residence. For travel in your country of residence, you need to buy a regular ticket. In the UK, Eurostar and some ferry companies offer discounted travel for InterRail Passholders.

Period of validity

An InterRail Pass is valid within the overall time period indicated on the Pass. Travel can begin after 00.00 on the first day printed on the Pass, and the last trip must be finished by midnight (24.00) on the last day of validity.

1st and 2nd class

An InterRail Pass is valid for travel in the class indicated on the ticket. 1st class Passes are also valid in 2nd class cars. Those wishing to travel 1st class with a 2nd class Pass must pay the full difference between 1st and 2nd class fare on the respective route. There is no refund for 1st class Pass holders travelling in 2nd class.

Extra charges are applicable on upgrading your accommodation to private compartments and sleeper cars when available.

Holders of a 1st Class Pass should note that some trains provide 2nd Class accommodation only. This consideration is allowed for in the pricing of the 1st Class Pass.

Holders of Adult / Child 2nd Class Passes may travel in 1st Class accommodation on payment of the difference between the 1st Class and 2nd Class full fare for the journey being made.

Holders of the Youth Pass travelling in 1st Class accommodation will be regarded as travelling without a ticket, and will be charged the appropriate 1st Class fare for the journey being made.

Seat availability and reservations

An InterRail Pass does not guarantee a seat in a train or boat, unless a reservation is secured in advance. Fees for seat reservations, sleeping accommodation, port taxes, meals, and other services while onboard trains and boats are not included in the price of the Pass. Reservations are compulsory for specific trains in some countries.

Responsibility of customer

If you have to change trains on a journey you are making, you will be responsible for transferring yourself and your baggage between the trains and, if necessary, between stations.

You are responsible for making sure that you join the correct train and that you get on and off at the correct station. We will not be responsible for any loss or delay caused as a result of your joining the wrong train or getting on or off at the wrong station.

You are also responsible for ensuring that you are in possession of a valid passport or other valid travel documents when you travel, and that you have obtained all necessary visas or other immigration documents which you need for all countries through which your journey passes. If you attempt to travel without a valid passport or other necessary travel documents you may not be allowed to board the train.

9. CLAIMS

All claims must be made in writing within 28 days of the date of travel and should enclose all Passes relating to the booking. Where a claim is being made in respect of an incident or travel amendment, a suitable confirmation of the incident and/or endorsement of appropriate ticket(s) must be obtained from a member of staff, present when the incident took place.

As an agent for the Carriers, ATOC Ltd is not liable for claims arising from actual travel. Where possible, we will forward any notices or claims received to the appropriate authority, Carrier or other service provider for action). We may charge an administration fee, not exceeding £10, for dealing with these requests.

10. GOVERNING LAW

You agree that the following laws will apply to your purchase and use of your InterRail Pass:

The laws of England and Wales shall apply to all disputes howsoever arising in connection with the booking and the supply by ATOC Ltd of Passes and the contract between you and ATOC Ltd and the English Courts shall have sole jurisdiction.

For an InterRail Pass valid in more than one country, transportation is subject to the “Uniform Rules concerning the contract for GCC-CIV/PRR”.

For InterRail Passes valid in one country only, the legal provisions of the relevant Carrier apply.

For journeys by sea, the legal provisions of the individual sea Carrier apply.

11. USE OF PERSONAL INFORMATION

In order to sell you a Pass we need to collect the information required on the My InterRail website. We will only use your information for the purpose of selling and issuing to you a Pass. We will also need to pass your information to our agents for the same purpose.