

# **General Terms and Conditions of Transport Contracts**

**Renfe Viajeros**

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# Preliminary Heading

RENFE VIAJEROS SOCIEDAD MERCANTIL ESTATAL, S.A. (hereinafter Renfe Viajeros) specialises in providing national and international passenger rail transport services, liaising to provide tourist services, organising and/or marketing package tours or tourism products, and providing additional services or activities linked to rail transport.

Renfe Viajeros provides passenger rail transport services, guided by the principle of safety, undertaking its activity with the customer clearly in mind, with criteria of quality, efficiency, profitability and innovation, pursuing an increase of the market share for the railway, on the basis of commitment to society and the development of its employees.

This document sets out the terms and conditions governing transport services on Renfe Viajeros trains nationwide, and for other additional or transport-related services or activities provided, when expressly established, as well as passenger rights and obligations.

Services subject to public service obligations, over which the competent authority holds tariff-setting powers, may have specific terms and conditions of use approved by that authority. Consequently, these terms and conditions cannot render those approved by the competent authority invalid, which will be applicable to the aforementioned services.

For international journeys, the specific terms and conditions of sale applicable to these will be taken into account, which are available to customers on the Renfe website, at authorised points of sale and in customer service offices.

Renfe Viajeros Tourist Trains will be subject to their own general terms and conditions, and anything not foreseen therein will be subject to these general terms and conditions, where applicable.

## Heading I.

# General Terms and Conditions of Transport

These general terms and conditions set out the general rules applicable to the contractual relations between the passenger and Renfe Viajeros.

These general terms and conditions are established without prejudice to the specific terms and conditions of sale applicable to each of the services, products, price options, fares and offers that Renfe Viajeros provides at all times, which can be consulted on the Renfe website, at customer service offices and through authorised sales channels.

Renfe Viajeros is committed to continuous quality improvement with the goal of achieving full customer satisfaction. To this end, where possible it establishes specific terms and conditions to provide better services to the customer than the minimum quality envisaged in the applicable regulations.

These specific terms and conditions can be consulted on the Renfe website, at customer service offices and through authorised sales channels. Together with the general terms and conditions they form part of the transport contract for all intents and purposes.

## **Heading II.**

# **Rail Transport Service**

Renfe Viajeros offers different products to provide the best service and facilitate mobility.

To do so it adapts its schedules and services to demand, and announces any changes to schedules and services sufficiently in advance.

It also offers customers a wide variety of services with specific terms and conditions of sale, which can be consulted on the Renfe website, through authorised sales channels and at customer service offices.

Each ticket purchased by the customer includes ground and on-board services, depending on the type of product, in addition to the basic train services.

Renfe Viajeros has signed public liability, insurance policies/guarantees and has taken out compulsory passenger insurance coverage. This information is available at customer service offices, on the Renfe website and through authorised sales channels.

### **Chapter 1.**

#### **Means of transport**

Renfe Viajeros groups its passenger transport services into products, depending on their attributes and features.

Vehicles intended for the carriage of passengers shall offer the services associated with the specific terms and conditions of sale of the ticket purchased. Trains, depending on the type of service they provide, can be formed by carriages with assigned seats, standing passengers, sleeping berths or places with no guaranteed seat.

For the safety of customers, all vehicles have the required certifications and approvals. Renfe Viajeros has a safety certificate as a railway undertaking and a traffic safety management system, as well as an assistance plan in the event of a railway accident. Renfe Viajeros staff who carry out traffic safety-related duties have the necessary authorisation to do so.

### **Chapter 2.**

#### **Classes of accommodation or seat types**

Renfe Viajeros has several classes of accommodation or seat types on board its trains, which determines the service offered. Customers will be informed through the channels described above, and others that are available for this purpose, of the features of each class and seat type.

### **Chapter 3.**

#### **Rail services**

Renfe Viajeros provides rail services under a system of free competition ('commercial services') and other services subject to public service obligations according to applicable legal and regulatory regulations and any instructions passed by the competent authority.

## ***Commercial services***

Commercial services are services that meet the needs of market mobility demand and are provided under a system of free competition and variety of choices.

Commercial services include:

- High-speed Long-distance
- Larga Distancia (Long Distance)
- Tourist Trains, for which the general terms and conditions are available to customers on the Renfe website.

## ***Services subject to public service obligations***

Services subject to public service obligations by the central government, which Renfe Viajeros must provide in the General Interest Railway Network, are the ones defined in the Agreement of the Council of Ministers, in accordance with Regulation (EC) 1370/2007 of the Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road, and the provisions of article 59.1 of Law 38/2015, of 29 September, on the rail sector.

In addition to the central government, Renfe Viajeros currently provides other services subject to public service obligations by other competent authorities.

The types of services subject to public service obligations are:

- Alta Velocidad-Media Distancia (high-speed-mid-distance).
- Media Distancia (mid-distance) services on metric or Iberian gauge/conventional gauge network.
- Cercanías (commuter) on metric gauge or Iberian gauge/conventional gauge network.

## Heading III.

# Transport contract

The ticket is the document that formalises the transport contract, for payment or otherwise, between Renfe Viajeros and the passenger, for the provision of one or more transport services, and that allows the passenger to make use of the service.

There are different ticket formats, depending on the sales system used. There is a security system for all tickets, with the aim of preventing fraud.

The customer must have a valid ticket for the entire journey, which they must keep from entering the departure station until exiting the arrival station. If requested by Renfe Viajeros staff or authorised personnel, the customer must show their ticket and identity documents.

The customer must check the ticket information is correct as soon as it is issued, and at that moment can decide not to buy it.

### Chapter 1.

## Ticket information

Services with an assigned seat

Tickets for services with an assigned seat must include the following information:

- The railway undertaking providing the transport.
- The departure station and the departure time.
- The arrival station and the time of arrival.
- The train number.
- Any transfers involving a train change, specifying the place and time, if applicable.
- The carriage, class or seat type and the seat number.
- In-seat food and drinks, where applicable.
- The weight and volume of luggage allowed, or where this information can be found.
- The total price, including extra transport supplements, any administration fees, and form of payment.
- Luggage check-in price, if applicable.
- Information about insurance or other commercial guarantees included in the service.
- The latest time to clear security to access the train, if the infrastructures manager has established one.
- That the carriage is subject to the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (CIV).

Named tickets will be non-transferable and will include the necessary information to prove the passenger's identification.

For personalised tickets, personal data that is not printed on the ticket is required, for the sole purpose of communicating with the passenger if necessary. The name of the adult is printed on both adult and child tickets with a free child ticket fare.

### ***Service without an assigned seat***

For services without an assigned seat, the information will be adapted to the type of service, pricing and format of the ticket, and some contents may be replaced by specifying the place where the information is available.

## **Chapter 2. Fare and pricing system structure**

Renfe Viajeros structures the pricing system for the services it offers to passengers into commercial services and services subject to public service obligations.

An issuance fee may be added to ticket prices, depending on the sales channel, or other fees for extra services that the customer arranges.

### ***Commercial services***

Prices for journeys on commercial service trains will depend on: train, date, place of departure-arrival, sales channel, terms and conditions of sale selected by the customer, and taxes in force. It is a dynamic pricing system and prices may vary during the sales period of each journey or service, depending on supply and demand. A series of additional supplements or services may also be offered on each journey, for greater convenience and customer satisfaction.

Renfe Viajeros may combine the above pricing structure with other products, promotions or offers, which will change the prices or terms and conditions of sale. These products, and information about their terms and conditions and prices, can be consulted on the Renfe website, as well as through the other sales channels and at customer service offices. The purchase of such products signifies acceptance of the terms and conditions.

### ***Services subject to public service obligations***

The prices of services subject to these obligations are approved and authorised by the competent government authorities.

The overall price (general fare or basic fare), is the one authorised by the central government and the one that will be applied to each train, travel class, and place of departure-arrival, including taxes in force. These prices can be consulted through any information and sales channel authorised by Renfe Viajeros.

The structure of the Cercanías (commuter) pricing service establishes the prices authorised by Cercanías hub (geographical area where the Cercanías (commuter) trains service is provided) and areas travelled.

The pricing system structures, on which the authorised prices for the Media Distancia (mid-distance) services area based, are unique and apply to each service offer.

## ***Promotions and discounts***

Renfe Viajeros offers customers a series of commercial products aimed at the general public or specific groups/users.

To be entitled to them, the customer must meet the requirements established for each of them, and accept the terms and conditions of use.

For services subject to public service obligations, promotional or discounted prices are calculated based solely on the prices authorised by the central government.

In general, for services subject to public service obligations, discounts cannot be combined with other commercial offers, unless expressly specified, in which case the combination of discounts or offers will only be allowed under the terms established in the terms and conditions for the commercial product.

Spanish Large Family reductions can be combined with any other discount on the applicable fare, except in the case of products, services or offers established under an agreement, or any that are used or paid on a non-individual basis.

In the case of commercial services, Spanish Large Family discounts will only be applicable to prices and considerations that refer specifically to the transport services, under the terms established in regulations that establish discounts for Spanish Large Family members and subsequent compensation to the railway companies.

## **Chapter 3. Ticket types**

Renfe Viajeros offers customers the following ticket types:

- **ONE-WAY** tickets:  
They entitle a single person to travel on a single route and date, by train or additional route.  
When these tickets are named, they will be personal and non-transferable.
- **GROUP** tickets:  
They entitle more than one person to travel on the same route and date on a single ticket, by train or additional route. These tickets are multi-person.
- **COMBINED** tickets:  
They formalise different transport contracts and entitle the ticket holder to travel on different modes of transport, including, where appropriate, other associated services, in a single ticket.  
When these tickets are named, they will be personal and non-transferable.
- **MULTIPLE-JOURNEY** tickets:  
They entitle the ticket holder to undertake several journeys, either a limited or unlimited number, during the validity period.  
These tickets may be single-person or multi-person. When they are single-person and named, they will be personal and non-transferable.

## Chapter 4. Sale of tickets

Renfe Viajeros distributes and sells its products through authorised sales channels, of which users will be informed promptly.

### 4.1 Payment methods

Renfe Viajeros accepts the following payment methods:

- I. cash in legal Spanish tender
- II. credit/debit cards accepted by Renfe Viajeros
- III. points on cards included in the Renfe Viajeros loyalty programme
- IV. any other regulated for this purpose

Any payment platforms and gateways that Renfe Viajeros authorises may be used.

The ticket price must be paid at the time of purchase, except when expressly regulated otherwise.

### 4.2 VAT breakdown

Tickets will show the breakdown of Value Added Tax (VAT) when mandatory.

### 4.3 Administration fees

The sale of tickets for commercial services may entail an administration fee, which is calculated as a percentage of the price or as a fixed amount.

Administration fees may vary for each specific sales channel. The information available on Renfe's own administration fees is included in the specific terms and conditions of sale that apply, and can be consulted on the Renfe website, as well as through authorised sales channels and at customer service offices.

When purchasing tickets from agents authorised by Renfe Viajeros, they may charge their own administration or other fees. These will be included on the distributor's invoice but will not be shown on the ticket.

## Chapter 5. Ticket validity

**5.1-** Tickets are **only valid** from the time of purchase until the end of the journey (or journeys, in the case of combined or multiple-journey tickets). In the case of some services they will be valid for a certain period, for the dates, trains, routes, zones and types of seats or classes listed on them. Passengers must keep the ticket until the end of the purchased services. Named tickets are only valid for the ticket holder.

The passenger must keep the ticket with them during the journey, in a **format authorised** by Renfe Viajeros, formalised or validated where appropriate, with the original documents in force that prove the passenger's identity when necessary, and any credentials that justify the discounts to which they are entitled.

Multiple-journey tickets will specify the validity period. The tickets are only valid for travel once formalised or validated for each journey, using the validation machines in the stations or on board the trains. Formalisation means securing a seat for a specific date and train. Validating a ticket is the process of showing that a journey has been made using the machines or systems provided for that purpose. Tickets must be booked and purchased and multiple-journey tickets must be formalised using the sales channels enabled for this purpose.

Any ticket purchased before a price change will be valid for the established date or period without the passenger being required to pay any difference.

In Cercanías (commuter) services with no assigned seats, for tickets to be considered valid they must be validated before the start of the journey and at the end of it.

**5.2-** A ticket is considered **invalid** if it has not been formalised or validated, which is required by the passenger, or when it has been manipulated or forged. It is also considered invalid: if it is damaged in any way which means the information cannot be checked, if it has been amended, laminated, is not supported by the necessary documents for the type of ticket purchased, if it has been annulled, has expired or does not match the specific circumstances of the passenger or route.

**5.3-** For services subject to public service obligations, purchasing more than one ticket simultaneously or consecutively will not be valid to make the same journey at a lower price.

## **Chapter 6.** **Changing tickets**

In the case of Alta Velocidad-Larga Distancia (high-speed-long-distance), Larga Distancia (long-distance), Alta Velocidad-Media Distancia (high-speed-mid-distance) and Media Distancia Convencional (regional train) services, tickets for a specific date and time can be changed for other dates or times, according to the terms and conditions for each product, except when those terms conditions expressly state that no changes are allowed. In some cases, of which the customer will be advised in advance, choosing a ticket that allows changes may mean an increase in the price, in the form of a supplement.

The change can be made from the time of purchase until the time established for each sales channel, always with enough notice to allow the necessary internal procedures in the sales system before the set period expires. These periods can be consulted on the Renfe website, through the different sales channels and at customer service offices.

The change may entail a fee which will be added to the price of the ticket, after having deducted the administration fee, except offers for which it is specified that this change will be made free of charge.

- No changes can be made to **tickets** for **Cercanías (commuter)** services.
- Changes cannot be made to **multiple-journey tickets and their formalisation processes** for **Alta Velocidad-Larga Distancia (high-speed-long-distance), Larga Distancia (long-distance), Alta Velocidad-Media Distancia (high-speed-mid-distance) and Media Distancia Convencional (regional train)** either.

Any refund or payment generated by a ticket change process will be processed through the same means of payment that was used to purchase the ticket.

## Chapter 7.

### Cancelling tickets

- In the case of **Alta Velocidad-Larga Distancia (high-speed-long-distance)**, **Larga Distancia (long-distance)**, **Alta Velocidad-Media Distancia (high-speed-mid-distance)** and **Media Distancia Convencional (regional train)** services, **tickets** can usually be cancelled within their validity period, except price options and fares that expressly state that no cancellations are allowed. Some services will include a fee for choosing the cancellation option.  
The cancellation can be made from the time of purchase until the time established for each sales channel, always with enough notice to allow the necessary internal procedures in the sales system before the set period expires. These periods can be consulted on the Renfe website, through the different sales channels and in customer service offices.  
The cancellation process may entail a fee which will be added to the price of the ticket, after having deducted the administration fee, except offers for which it is specified that this will be made free of charge.  
Multiple-journey tickets for **Alta Velocidad-Larga Distancia (high-speed-long-distance)**, **Larga Distancia (long-distance)**, **Alta Velocidad-Media Distancia (high-speed-mid-distance)** and **Media Distancia Convencional (regional train)** services can be cancelled according to the specific terms and conditions in each case, which can be consulted on the Renfe website, as well as through the different sales channels and at customer service offices.
- For **Cercanías (commuter)** services, **tickets** can only be cancelled at the time of purchase and provided they have not been **validated** in the validation machines. This cancellation is free of charge.  
The refund will be made by the same method of payment used to purchase the ticket.

## Heading IV.

# Occupying seats

### Chapter 1. General

Occupying a seat means that the customer exercises their right to sit in a seated space, with or without a guaranteed seat, on a specific train and route, by purchasing a valid ticket, depending on the service offered in each case.

A customer who has paid for a seat can share it with a child who is entitled to do so, when this is provided for in the specific terms and conditions of sale, which can be consulted on the Renfe website, as well as through the different sales channels and customer service offices.

Each seat or bed may only be occupied by a maximum of two people: a person with a valid ticket and the right to occupy a seat and a child who meets the requirements to travel without occupying a seat.

Requirements may also be established so that a person can purchase and occupy two adjacent places.

In **Alta Velocidad-Larga Distancia (high-speed-long-distance)**, **Larga Distancia (long-distance)**, **Alta Velocidad-Media Distancia (high-speed-mid-distance)** and **Media Distancia Convencional (regional train)** trains with assigned seats, on-board inspectors will be in charge of managing free seats. Any seat swaps during the journey must be requested from the aforementioned staff

In **Cercanías (commuter)** and **Media Distancia Convencional (regional train)** trains without assigned seats, the customer can occupy a seat, if free, or travel standing.

### Chapter 2. Boarding the train

The customer must have a valid ticket for the entire journey, which they must keep from entering the departure station until exiting the arrival station. If requested by authorised personnel, they must show it, along with their identity documents.

The train must be boarded from the departure station shown on the ticket. If the seat to which a customer is entitled is not occupied, according to the ticket purchased at the departure station, on Alta Velocidad-Larga Distancia (high-speed-long-distance), Larga Distancia (long-distance), Alta Velocidad-Media Distancia (high-speed-mid-distance) and Media Distancia Convencional (regional train) services with assigned seats, Renfe Viajeros can use the available seat, without the customer being entitled to any refund.

For certain products or services, if there are several stations within the same municipality along the route of the purchased journey, the customer will be able to commence their journey in any of them without this having to be the departure station that appears on their ticket, provided the train in which they will be travelling has a scheduled stop at that station. In this case, the customer will not have to pay any supplement, nor will they be entitled to any refund on the unused route. These products or services can be consulted on the Renfe website, as well as through the different sales channels and at customer service offices.

### **Chapter 3.**

#### **Boarding control and checks during the journey**

Inspectors, or other staff authorised by Renfe Viajeros, may ask the passenger for their identity document associated with their ticket at boarding control, on entering the train, during the journey or before exiting the arrival station. The passenger will also be asked to show their ticket when requested by staff, on any authorised format, in addition to proof of identity for any discounts that may have been applied.

Passengers without a ticket and who have boarded the train from a station without a ticket sale service must adjust their situation by seeking the inspector or other Renfe Operadora authorised staff en route. In this case, the member of staff will provide the passenger with proof of the payment made. Otherwise, the provisions of point 17 of these general terms and conditions for passengers without a ticket will apply.

Inspectors can exchange any ticket if there is justified cause.

### **Chapter 4.**

#### **Ending the journey by the customer**

If the passenger chooses to end the journey at a station along the route, they will not be entitled to a refund for the remainder of the journey and the ticket will be voided.

### **Chapter 5.**

#### **Changing seats or type of seat once the journey has started**

A passenger can change seats as long as this is the same type of seat or class or a cheaper one, by asking an inspector en route and provided that there are seats available. If a passenger changes their seat to a cheaper type of seat or class, they will not be entitled to any refund.

When an inspector changes a passenger's seat due to a service-related incident, the passenger will not pay any price difference for more expensive accommodation. If they are moved to a cheaper seat, they will be refunded the price difference.

### **Chapter 6.**

#### **Upgraded seat, price option or class once the journey has started**

Passengers holding a valid ticket may request an upgrade of seat type, fare, price option or class, by asking the inspector en route, who will authorise this depending on the circumstances regarding the train, seats, price option or fare applied on the ticket. In this case, the customer must pay the price difference there and then, in accordance with the terms and conditions and the fares in force for the ticket with which they were travelling at the time of the request.

Even if the passenger does not request an upgrade, the inspector en route may give them the option of changing their ticket, with the passenger paying the difference of the upgrade, or continuing the journey in the conditions shown in the ticket.

If the requested upgrade entails in-seat food and drinks, or another service that requires provisioning in advance, and the necessary provisions are not available, the customer will be informed that the service is unavailable. If the customer still accepts the change, it will be understood that they agree and waive the food and drinks or other service, and no refund will be made for this reason.

## Chapter 7.

### Extension of the route once the journey has begun

In the case of **Alta Velocidad-Larga Distancia (high-speed-long-distance)**, **Larga Distancia (long-distance)**, **Alta Velocidad-Media Distancia (high-speed-mid-distance)** and **Media Distancia Convencional (regional train)** services, passengers who wish to extend their route must notify the inspectors en route in advance, who will authorise it depending on the conditions of the train, available seats and the price option or fare applied on the ticket. In this case, the customer must pay the additional price for the new route there and then:

- According to the terms and conditions set out for the ticket with which they were travelling at the time of the request, or
- According to the terms and conditions and applicable fares (if the customer opts to upgrade their seat type), fare, price option or class.

If the passenger does not request the extension in advance and pay the fare to the inspector en route, according to the chosen conditions, they will be considered to be travelling without a valid ticket for the extended part of the route.

In the case of Cercanías (commuter) services, customers holding a valid ticket may extend their journey inside and outside the hub, once they have notified this and adjusted the payment at the departure station. Only if the departure station does not have an assisted sale service will the payment be adjusted en route.

Within the Cercanías hub, the customer must pay for an additional ticket for the new route and keep both tickets until the end of both routes. Customers with tickets downloaded onto their Renfe Viajeros contactless card can only extend their journey within the Cercanías hub, and in this case they must pay for an additional ticket and keep both transport tickets until the end of both routes.

Outside the Cercanías hub, the customer must purchase a new ticket with the Media Distancia Convencional (regional train) fare from the departure station to the arrival station to which they wish to extend their journey, with the amount of the Cercanías one-way ticket previously purchased being discounted. They must keep both tickets until the end of both routes.

Multiple-journey tickets and any issued by Transport Consortiums or similar do not allow the route to be extended outside the hub.

## Heading V.

# Travel terms and conditions for minors

Regardless of their age, all children must have a valid ticket for Alta Velocidad-Larga Distancia (high-speed-long-distance), Larga Distancia (long-distance), Alta Velocidad-Media Distancia (high-speed-mid-distance) and Media Distancia Convencional (regional train) services. For these services, children under 14 years of age must travel with an adult.

Renfe Viajeros may apply discounts and perks for travelling children, taking into account the service used and their age. The specific terms and conditions of sale applicable to each service can be consulted on the Renfe website, through the different authorised sales channels and at customer service offices.

The age of children who are entitled to travel free of charge without occupying a set is established in the specific terms and conditions mentioned above.

On certain trains, Renfe offers a service so that children can travel alone without the company of an adult and under the supervision of on-board staff. The terms and conditions for this service can be consulted on the Renfe website, through the different authorised sales channels and at customer service offices.

For all services, children under 18 years of age who travel without their mother, father or legal guardian will always do so under the responsibility of the latter.

## Heading VI.

# Travel terms and conditions for people with disabilities or reduced mobility

People with disabilities or reduced mobility can book or purchase tickets without having to travel accompanied by another person, unless this is strictly necessary to ensure their safety, in accordance with applicable regulations.

Renfe Viajeros has special equipment available, designed to allow them to travel. For certain trains, services and stations, there is an "assistance service" available, provided by ADIF (railway infrastructure manager), which is a specialist service to facilitate rail transport for people with disabilities or reduced mobility. The specific terms and conditions of sale applicable to this service can be consulted on the Renfe website, as well as through authorised sales channels and at customer service offices.

## Heading VII

# Extra services

Extra services are considered to be the transport of: luggage, pets, individual mobility items and any bags or items that the passenger can validly carry with them. The passenger must place them properly in the places designated for this purpose, respecting the limits regarding weight, volume and dimensions established in the specific terms and conditions of sale. They must look after them to prevent them from causing any damage, inconvenience or danger, and will be responsible for any damages caused due to neglecting their duties.

Renfe Viajeros can also offer the option of choosing value-added services, provided by Renfe Viajeros or by other companies, and add them as an supplement to the price during the purchasing process.

The terms and conditions of sale applicable to the above can be consulted in the commercial regulations, on the Renfe website, through the different sales channels and at customer service offices.

### Chapter 1.

## Travelling with pets

Renfe Viajeros allows passengers to travel with pets on trains, according to the specific terms and conditions for each railway service. In some cases, Renfe Viajeros may limit or not allow the transport of pets, in which case the customer will be informed before they purchase their ticket.

These pets will always be under the responsibility of the person carrying them for every stage of the journey. If other passengers show objections to travelling with animals, or the pets cause any inconvenience, the on-board staff will find another carriage for them to be able to continue the journey.

Anyone travelling with a pet will be responsible for ensuring that it complies with health and safety regulations, and must carry the necessary documents during the trip, in accordance with prevailing legislation.

### Chapter 2.

## Luggage

Luggage allowed includes any item of hand luggage containing clothing and objects for personal or professional use that the customer carries with them, as long as it complies with security regulations in force and does not pose a danger to transport safety or hinder railway operations, or pose a danger or inconvenience for other passengers.

Any passenger may carry, under their own care and responsibility, in the places designated for this purpose and subject to payment in advance where necessary, the number of items with the dimensions established in the terms and conditions on luggage allowance applicable to each service. This information is available on the Renfe website, through the different sales channels and at customer service offices.

Passengers may not carry:

- Explosive or flammable items,
- Items that due to their nature, size, type, volume, smell or content can:
  - Be considered dangerous
  - Damage, inconvenience or stain other travellers and their luggage
  - Damage railway equipment, hinder railway operations or endanger transport safety.

Renfe Viajeros will be liable for any loss or damage caused to luggage in the cases and under the terms provided for in Heading IX "Responsibility of Renfe Viajeros" in these general terms and conditions.

Luggage that, due to its dimensions or characteristics, does not meet the requirements to be considered hand luggage, will be considered "special luggage". The customer can only carry it if they comply with the provisions of the specific commercial regulations.

### ***2.1 Bicycles and other personal mobility vehicles***

Passengers will only be able to board trains with bicycles and other personal mobility vehicles, subject to payment in advance if necessary, when this is expressly established for certain services or trains, according to the specific terms and conditions, and provided that they are easily manageable, do not affect the rail service, and comply with the requirements established in those terms and conditions.

## **Chapter 3. Travelling with weapons**

Renfe Viajeros will only allow passengers carrying weapons to board the trains if they meet the following requirements:

- They must be sports or regulatory weapons, according to their legal definition.
- They must be dismantled or inside their boxes or cases.
- The necessary certificate, licence or other documentation established by law must be provided.

In the case of personnel from the Army, Security Forces and Corps, Customs or security company employees in charge of custody or surveillance duties, only the certificate of ownership and Military Identity Card, or other employee identity card, need be shown. If travelling off duty, the weapon must be disassembled and inside its box or case.

Passengers carrying weapons shall at all times exercise due diligence and caution and behave in such a way as not to endanger or cause alarm, damage or inconvenience to other passengers or their property, and not to endanger transport safety or hinder railway operations.

## **Chapter 4. Forgotten, lost or abandoned objects**

Objects forgotten, lost or abandoned by customers that are found on the trains, platforms or other areas in the station will be handed in to the person in charge of that area, who will keep them for a certain period of time during which they will be available for customers to claim, subject to proof of ownership.

## Heading VIII

# Passenger Rights and Obligations

### Chapter 1. Rights

Renfe Viajeros passengers have the following rights, among others:

1. To be informed that these general terms and conditions exist, which will be available on the Renfe website, through the sales channels and points of sale and at customer service offices.
2. To have access, well in advance, to the schedules and prices of the services, and other information available about the rail service. In particular, in the event of a delay of departure or arrival, to be informed of the situation and of the estimated time of departure and arrival, as soon as this information is available.
3. To receive the following information before the journey, if requested:
  - Schedules and conditions of the fastest journey and the cheapest price options and fares.
  - Accessibility, conditions of access and availability of facilities for people with disabilities or reduced mobility.
  - Seats available.
  - Activities that may disrupt or delay services.
  - Availability of extra services.
  - Terms and conditions for luggage allowance and accessibility and conditions of access for bicycles.
  - Procedures for recovering forgotten or lost luggage.
  - Procedures for filing claims and complaints.
4. To receive the following information during the journey:
  - On-board services.
  - Next stop.
  - Possible delays and incidents.
  - Main connection services.
  - Security issues.
5. To enter into a transport contract in accordance with current laws, by purchasing a valid ticket for the journey from or to any of the stations at which passengers board or alight the purchased journey, notwithstanding the provisions of Heading IV Chapter 2 "Boarding the Train" of these general terms and conditions. For these purposes, trains will only stop at stations or stops previously established by Renfe Viajeros.
6. Receive the purchased service according to proper quality and safety standards.
7. Be kept up-to-date about the set procedures to settle disputes that may arise relating to rail transport:

- a) Passengers, without prejudice to being able to defend their claims before ordinary jurisdiction, are entitled to address claims and complaints related to the provision of the service directly to Renfe Viajeros, under the terms of Heading IX Chapter I "Guarantees for passengers" of these general terms and conditions.
  - b) Renfe Viajeros will place a complaint form or log at the disposal of users, with the format or template allowed by law.
  - c) Likewise, customers are entitled to address their claims related to the provision of the rail transport service and defend those claims before the competent arbitration bodies.
8. To receive compensation for damages caused to them in the event that Renfe Viajeros does not fulfil its obligations.
  9. To be informed of the insurance policies or guarantees that Renfe Viajeros has taken out to guarantee its responsibilities. This information will be available at customer service offices, through the different sales channels and on the Renfe website.
  10. To change and cancel their tickets according to these general terms and conditions and in the specific terms and conditions of sale that apply.

## **Chapter 2.**

### **Passenger obligations**

Passengers must comply with the following obligations:

1. Purchase the ticket for the chosen route; check that the information included on it matches that requested; carry it for the duration of the journey and until they have exited the destination station, and show it, together with the original and valid documentation that proves the passenger's identity, to Renfe Viajeros staff or to authorised staff as often as required, refraining from travelling without a valid ticket or with a ticket that does not match the proof of identity, depending on the characteristics of the journey and terms and conditions of use according to the applicable discount or fare.
2. Follow the instructions of Renfe Viajeros staff or authorised staff in relation to the correct provision of the service, as well as the information on signs provided in the facilities and trains, and only remain in the railway facilities during times intended for customer use.
3. Comply with current regulations on security and public order and civil protection, and comply with the security checks required to access and board the trains, not being allowed entry otherwise. Passengers must refrain from any activity that could disturb public order, inconvenience other customers or be considered annoying or offensive to them or to Renfe Viajeros staff or authorised staff, or that places their integrity at risk or endangers rail transport safety.
4. Refrain from smoking, handing out flyers, putting up posters, begging, organising raffles or games of chance for profit and selling goods or services on Renfe trains, facilities and areas, without previous written authorisation from Renfe Viajeros, or any other action prohibited by current legislation.

5. Board or disembark the train when it has come to a full stop only at the stations established for this purpose; only travel in places authorised for passengers, taking care not to obstruct passage in places intended for the transit of people; and refrain from entering the driver's cab or other places on trains or facilities reserved for the exclusive use of railway personnel or authorised persons.
6. Respect vehicles and installations, as well as refrain from any action that may endanger the safety of the railway and any equipment and facilities, or damage or dirty equipment, trains or railway facilities.
7. Refrain from manipulating the door opening or closing mechanisms or any other mechanism or device that is for the exclusive use of Renfe Viajeros staff; from using the alarm or train stop buttons or any other train device without justified cause; from preventing or forcing the opening or closing of the train doors; and from throwing or leaving objects or dumping anything in trains or railway facilities.
8. Comply with the provisions of Heading VII of these general terms and conditions regarding the admission and transport of pets, bicycles, weapons, items and luggage.

### **Chapter 3.**

### **Consequences of non-compliance with passenger obligations**

Failure to comply with any of the passenger obligations established in Chapter 2 of Heading VIII may exempt Renfe Viajeros from its obligation of transporting the passenger and their belongings, without the right to any refund or compensation for damages, without prejudice to any administrative or other penalty imposed by the government or judicial authority.

#### ***3.1 Passengers travelling without a valid ticket and adjusting this en route***

Customers must have a valid ticket for the duration of the journey, which must be shown, along with proof of identity, to Renfe Viajeros staff or authorised staff whenever required and must be kept until the end of the purchased services.

If the customer does not show their ticket or any proof of identity en route, they will be considered to be travelling without a valid ticket and the on-board inspector will adjust this situation.

This procedure will be as follows:

- 1.1. If the customer has come from a station without ticket sale, or from a station where ticket sale is temporarily unavailable, the customer shall pay the ticket amount for the journey in question. If the customer is entitled to a discount, they must prove this en route for it to be applied, otherwise they must pay the ticket at the general/basic fare or reference price. If Renfe Viajeros cannot apply the requested fare en route, the customer must pay the ticket at the general/basic fare or reference price, and may subsequently claim a refund for the difference.  
In exceptional cases, passengers with visual impairment, wheelchair users, elderly passengers or passengers with intellectual or cognitive disabilities will only pay the ticket amount for the journey in question, even if they can purchase a ticket from a self-service machine at the station or through other channels.

1.2 In any other case not listed in section 1.1 above, passengers without a valid ticket will be subject to the penalties that apply. Tickets that are not valid or are used fraudulently will be confiscated by on-board inspectors, without the right to any refund, and without prejudice to the actions or penalties listed below.

### ***3.2 Penalties for travelling without a valid ticket***

If the customer does not have a valid ticket or is not entitled to the discounts granted and boards the train without fulfilling the circumstances administration fee established by Renfe Viajeros, in addition to the following penalties for improper access to the train:

***Alta Velocidad-Larga Distancia (high-speed-long distance) and Larga Distancia (long distance)***

300 euros.

***High-speed Mid-distance***

200 euros.

***Media Distancia Convencional (Conventional Mid-Distance)***

200 euros.

***Cercanías***

100 euros.

If the payment is made within less than 30 calendar days, the payable amount for these penalties will be reduced by 50%, in accordance with the rules, specific procedures and through the sales channels that are established for each rail service.

### ***3.3 Non-admission of passengers***

Renfe Viajeros may force passengers to leave the train if they are travelling without a valid ticket and have refused to adjust this situation, or passengers whose conduct, or carrying any item, luggage or container that causes a disturbance or endangers the safety and proper functioning of rail operations, or endangers or seriously bothers other passengers.

Access shall be prohibited to scooters, unicycles or any other electric or battery-powered personal mobility device, as they are considered a danger to the safety and proper functioning of transport operations and passengers.

In any case, vehicles used by people with reduced mobility and electric bicycles, are excluded from this prohibition.

In these cases, those passengers must leave the train at the station where it has stopped, or if it is in transit, at the next station where it stops, without the right to reimbursement of the price paid, and without prejudice to any penalties for their violations, and the penalties provided for in these general terms and conditions.

Access to vehicles and to boarding lounges or waiting rooms can also be denied for those persons who do not respect the security controls established.

## Heading IX

# Responsibility of Renfe Viajeros

Renfe Viajeros is obliged to provide the purchased service under the conditions set out on the ticket, in this document and in the specific terms and conditions of sale, and will be liable to the passenger in the event of a breach of legislation and within the limits specified in this Heading.

### Chapter 1.

#### Guarantees for passengers

Renfe Viajeros has taken out public liability insurance for any claims made against it, especially in relation to any damages caused to passengers and luggage.

In general, in accordance with current legislation and commercial regulations, passengers may receive compensation when a breach of the transport contract is proven for reasons attributable to Renfe Viajeros.

Without prejudice to other more favourable specific commercial conditions expressly provided for certain services in the commercial regulations of Renfe Viajeros, which will be applied preferentially, the passenger will receive compensation in the event of cancellation, disruption and delay as specified in this Heading.

Renfe Viajeros will place a complaint form or log at the disposal of passengers in the terms provided for in railway sector regulations, as well as a free telephone number for complaints and a customer service e-mail address on the Renfe website.

Passengers may submit their claims or complaints through these complaint forms or logs, in addition to the means of communication mentioned above.

The deadline for submitting a claim will be the one established in prevailing applicable legislation.

### Chapter 2.

#### Liability for cancellation, disruption or delay

Passengers affected by a cancelled, disrupted or delayed journey may be entitled to receive the compensation provided for in applicable legislation.

If the delay of departure or arrival is greater than 60 minutes, Renfe Viajeros will be obliged to provide the passenger with assistance under the terms established in current legislation.

When a service hired by people with disabilities or reduced mobility is cancelled or disrupted, their ticket will be authorised for another train or means of transport, with the same accessibility conditions as originally agreed.

The passenger will not be entitled to compensation if Renfe Viajeros informs them of the delay before they purchase the ticket or if the delay is less than 60 minutes.

In any case, more favourable compensation than specified in these general terms and conditions may be provided. This more favourable compensation will be available to customers on the Renfe website, as well as through the different authorised sales channels and at customer service offices.

The provisions of this paragraph will apply to journeys under tickets issued by the Transport Consortiums and Authorities and multiple-journey tickets, in accordance with their specific terms and conditions of sale, and with the exceptions and limitations provided for in applicable regulations.

For successive transport services operated by one or more railway undertakings, the provisions of legislation in force and agreements and contracts signed between the various undertakings will apply

### ***2.1 Cancelling the journey***

Cancellation of the journey is understood as the non-fulfilment of this, that is, the impossibility of it taking place under the conditions specified on the ticket.

If the cause of the cancellation is attributable to the operating company, the advance notice of the cancellation will be taken into account, and depending on that advance notice the passenger will be entitled to the following:

- If the cancellation occurs before 48 hours, the passenger is entitled to a refund of the price paid for the ticket or to exchange the ticket for another train or another date at no extra cost.
- If the cancellation occurs within 48 hours prior to the departure time shown on the ticket, the passenger has the right to be reimbursed the price paid or to be provided with transport on another train or other means of transport under conditions equivalent to those agreed.
- If the cancellation is announced within 4 hours prior to the departure time stated on the ticket, the passenger is entitled to a refund of the ticket price or to be provided with transportation on another train or other means of transport. If the passenger chooses not to use the alternative transport offered, they are also entitled to receive compensation for twice the amount of the ticket.
- On Cercanías (commuter) (Iberian gauge and metric gauge) and Media Distancia Convencional (regional train) (metric gauge) services, when the journey is cancelled due to the suspension/stoppage of the service for at least one hour, the passenger may choose to:
  - Terminate the transport contract, receiving the full amount of the journey.
  - Authorise the ticket for a time when the journey can be made.
  - Make the journey using other means of transport that Renfe Viajeros authorises.

If the passenger chooses to use the alternative transport offered, the provisions of the applicable terms and conditions of sale will apply, which can be consulted in the information available on the Renfe website, as well as through the authorised sales channels and at the customer service offices.

The compatibility of compensation for cancellations with other compensation to which the passenger may be entitled will depend on the provisions of the applicable terms and conditions of sale, which can be consulted on the Renfe website, through the authorised sales channels and at customer service offices.

### ***2.2 Stopping the journey***

A disrupted journey is one that stops after it has started.

When any of the following situations arise as a result of the disruption of the journey, the provisions below will apply.

If the train is blocked on the tracks, Renfe Viajeros will provide transport to the departure railway station, to an alternative departure station or to the final destination of the service, as long as this is physically possible.

### **2.3 Delays**

The time that passes between the passenger's scheduled time of arrival, according to the published schedule, and the actual time of arrival at the arrival station specified on the ticket is considered a delay.

When it is expected that the train will leave the departure station later than the published schedule, the customer will be entitled to one of the following options:

- Change the ticket for another train, to travel on a different date, at no extra cost,
- A refund of the price paid for the journey not travelled,
- Continue the journey on the same train.

If during the journey there is a delay equal to or greater than 60 minutes regarding arrival at the destination specified on the ticket, the passenger may opt for:

- a) A reimbursement of the amount of the ticket for to the part of the journey not made.
- b) If, as a result of this delay, the journey loses its purpose for the passenger or they do not wish to continue their journey, they will also be entitled to receive the amount of the ticket for the part of the journey travelled. In this case, Renfe Viajeros will provide a return service to the point of departure as soon as possible.
- c) Continuation of the journey to the destination either via the planned route or by another alternative route, under conditions of transport similar to those purchased. The passenger can also choose to make the journey at a later date, at no extra cost.

Except for the reasons provided for by current legislation, in the event of a delayed arrival at the destination of 60 minutes or more, the customer will be entitled to compensation equivalent to 50 percent of the price of the ticket used. When this delay exceeds 90 minutes, the compensation will be equivalent to the total price.

### **2.4 Guaranteed connection**

Renfe Viajeros guarantees connections between its trains under the conditions listed below, except for Cercanías (commuter) trains and other services or products where the specific terms and conditions of sale mention this.

This guarantee will apply only when, between the theoretical time of arrival of the first train and the departure time of the second, there is a time lapse of 60 minutes -if the train change is at the same station- or 90 minutes -if the train change is between two stations in the same municipality- and will entitle the passenger to the compensation expressly established in the specific terms and conditions of sale for missed connections.

For Cercanías (commuter) services, the connection is not guaranteed in any case.

Transfers with other means of transport or trains belonging to different railway companies, under combined tickets, will be regulated in accordance with the provisions of current legislation, as well as in the agreements and contracts signed between the different companies.

## Heading X

# Protection of Personal Data

Information about personal data processing and protection will be made available to customers under the terms required by applicable regulations, and in any case on the Renfe website, in the privacy policy section, as well as through the different sales channels and at customer service offices.

## Heading XI

# Entry into Force

This version of the General Terms and Conditions will enter into force on 12 December 2023.

## Version history

VERSION	APPROVAL DATE	ENTRY INTO FORCE	AMENDMENTS
1	28-06-2022	15-09-2022	Initial version.
2	28-12-2023	12-12-2023	Access to trains with scooters, unicycles or any other electric or battery-powered personal mobility devices prohibited (HEADING VIII. RIGHTS AND OBLIGATIONS OF PASSENGERS; Chapter 3. Consequences of non-compliance with passenger obligations; 3.3 Non-admission of passengers)

## Annex I

# Contact Information

### *Renfe Viajeros:*

The registered address of **Renfe Mercancías Sociedad Mercantil Estatal S.A.**, holder of Tax ID No. A-86868189, is in Madrid, at Avenida de Pío XII, 110, 28036.

Its website is:  
[www.renfe.com](http://www.renfe.com)

Its telephone number is:  
(+34) 912 320 320

### *Ministry of Transport, Mobility and Urban Agenda:*

Its head office is located at:  
**Madrid, Paseo de la Castellana, 67, 28071.**

Its website is:  
[www.mitma.gob.es](http://www.mitma.gob.es)

Its telephone number is:  
(+34) 91 597 70 00

***Transport Arbitration Boards:***

Its website is located at:

<https://www.mitma.es/el-ministerio/contacte-con-fomento/transporte-terrestre/juntas-arbitrales>

## Appendix II

# Applicable legislation and regulations

A compilation of regulations is available via the following link:

[https://www.mitma.es/transporte\\_terrestre/normativa-vigente-en-materia-de-transporte-terrestre/normativa\\_transporte\\_por\\_ferrocarril](https://www.mitma.es/transporte_terrestre/normativa-vigente-en-materia-de-transporte-terrestre/normativa_transporte_por_ferrocarril)

Additional information can be accessed via the following link:

<https://www.mitma.gob.es/ferrocarriles/derechos-de-los-pasajeros/derechos-de-los-viajeros-de-ferrocarril-en-la-union-eu-ropea>

*renfe*



For further  
information:  
[www.renfe.com](http://www.renfe.com)

**Renfe Viajeros Sociedad Mercantil Estatal, S.A.**