



Conditions of carriage

Section 1 Scope

These Conditions of Carriage apply to carriage on route 4550 scheduled services with the KIELIUS Airport Bus, operated by Autokraft GmbH.

Section 2 Right to carriage

Right to carriage exists where there is an obligation to carry under the provisions of the German Passenger Transport Act, legal regulations issued on the basis thereof, or these KIELIUS Conditions of Carriage. Property is only carried in accordance with Sections 14 and 15.

Section 3 Persons excluded from carriage

Persons who pose a threat to the safety or order of operations or to passengers will be excluded from carriage. Subject to the above conditions, the following persons in particular are excluded from carriage:

1. persons under the influence of alcoholic beverages or other intoxicating substances,
2. persons with contagious diseases,
3. persons with loaded firearms unless they are authorised to carry firearms.

Section 4 Passenger conduct

(1) When using the operations facilities and vehicles, passengers must conduct themselves as the safety and order of operations, their own safety and consideration to other persons demand. Instructions by operational staff must be complied with.

(2) In particular, passengers are prohibited from

1. talking to on-board staff during the journey,
2. opening the doors without authorisation while the vehicle is moving,
3. throwing items out of vehicles or allowing items to protrude from vehicles,
4. jumping on or off while the vehicle is moving,
5. entering a vehicle that is designated as occupied,
6. obstructing use of operating facilities, passageways, and entrances and exits with bulky objects,
7. smoking in vehicles; this also applies to electric cigarettes,
8. using sound reproduction devices or radio receivers.

(3) Passengers may only enter or leave vehicles at the designated stops; exceptions require the consent of operational staff. Passengers must board and alight swiftly and move down the aisle to avoid obstructing the areas near the doors. Boarding or alighting is no longer permitted once it is announced that the vehicle is about to depart or a door closes. Every passenger is obliged to position themselves safely at all times when on board the vehicle and to use the restraint systems and seat belts available.

(4) If a passenger fails to comply with his/her obligations under (1) to (3) despite warning, the passenger may be refused carriage.

(5) In the event of soiling of vehicles or operations facilities, Autokraft GmbH will charge fixed cleaning costs; the right to further claims shall remain unaffected.

(6) Complaints should be sent to customer services: Kundenservice der Autokraft GmbH, c/o DB Dialog GmbH (Lange Laube 31, 30159 Hannover, Germany), stating the date, time, vehicle and route and, if possible, enclosing the ticket.

(7) Improper use of the emergency brake or other safety equipment will result in a charge of EUR 100 without prejudice to criminal or administrative fine proceedings or further civil-law claims. The same will apply if the prohibition under (2) no. 3 or no. 7 is violated.

Section 5 Assignment to vehicles and seats

(1) Operational staff may assign passengers to specific vehicles if this is required for operational reasons or in order to fulfil the obligation to carry.

(2) Operational staff are entitled to assign seats to passengers; there is no entitlement to a specific seat.

Section 6 Fares, tickets

(1) The stipulated fares must be paid for carriage.

(2) If a passenger does not have a valid ticket for this journey when boarding the vehicle, the passenger must purchase the required ticket immediately and without being asked to do so.

(3) Tickets can be purchased on board the vehicles, from Autokraft GmbH distributors (e.g. certain travel agencies) or, up to one hour before departure, as an online ticket via the Autokraft GmbH online booking system (www.kielius-onlinebuchung.de). Passengers with an online ticket must bring this ticket with them in printed or electronic form (as a pdf file). Further information on tickets, sales channels and fares can be found at www.kielius.de.

(4) The ticket entitles the holder to travel on the specified route. It is not tied to a specific service, i.e. the passenger is free to choose a departure time from the services offered by Autokraft GmbH. However, the passenger only has a right to carriage if there are sufficient

seats available on the vehicle for the journey in question. Saver fare tickets purchased in the KIELIUS online shop are only valid on the travel date stated when booking.

(5) If, at the time of boarding, the passenger holds a ticket that needs validating, the passenger shall provide it to operational staff for validation without undue delay and without being asked to do so; in vehicles with validators, the passenger shall validate the ticket for the journey in question without undue delay and shall satisfy themselves that the ticket has been correctly validated.

(6) The passenger must retain the ticket until the end of the journey and must show or give the ticket to operational staff for inspection if requested to do so. In the case of discounted tickets that are only valid in conjunction with proof of eligibility for the discount, the passenger must also show the proof of eligibility.

(7) If the passenger does not comply with an obligation under (2) to (6) despite being asked to do so, the passenger may be refused carriage; the obligation to pay a penalty fare as per Section 11 shall remain unaffected.

(8) Ticket complaints must be raised immediately. Subsequent complaints will not be taken into account.

(9) If the fare changes after a ticket has been purchased, the ticket may be used for travel within six months of the change. The ticket will lose its validity after six months.

Section 7 Children and minors

(1) Children aged 0 to 5 are carried only when accompanied by an adult. The child travels free of charge.

(2) Children aged 6 to 14 are carried only when accompanied by an adult or upon presentation of written confirmation from a parent or guardian that the child is capable of undertaking the journey alone and unsupervised and in a position to do so. Autokraft GmbH expressly assumes no responsibility for supervising children or minors, either during carriage or after disembarkation. Children and minors aged 6 to 14 pay the reduced child fare.

(3) For children up to and including the age of 3, a suitable child restraint system (baby carrier, child seat, booster seat) must be provided by an accompanying person (this is also permitted for older children), as availability of such equipment on board the vehicles is limited. Seats are fitted with 2-point or 3-point lap belts as standard, which must be used to fasten the restraint system. Carriage may otherwise be refused.

(4) Children must be supervised by their travel companions. In particular, the travel companions must ensure that children do not kneel or stand on seats and that they are wearing seat belts or are secured in a child restraint system in accordance with road traffic regulations.

Section 8 Passengers with disabilities or reduced mobility

(1) The carriage of severely disabled persons and their accompanying persons shall be provided in accordance with Sections 228 et seq. of the German Social Code – Book 9 – (SGB IX). An accompanying person is carried free of charge if the severely disabled person's ID indicates proof of entitlement to an accompanying person. The same applies to a dog accompanying a severely disabled person whose ID indicates entitlement to a companion dog.

(2) Orthopaedic aids will be accepted on vehicles subject to the technical requirements, provided that they can be folded and that sufficient storage space is available. All orthopaedic aids must be capable of being transported in a lying position. They shall not exceed 31.5 kg in weight. Tricycles, recumbent bicycles, long scooters (> 1200 mm) and non-dismantling wheelchair bicycles (hand bikes) cannot be transported.

(3) Wheelchair users may be transported as follows:

- Wheelchairs may be carried on all vehicles if the wheelchair user can travel in a normal seat and the wheelchair is foldable. If no accompanying person is travelling, the passenger must be able to get to and from the seat without assistance and must be independently able to change seats and leave the vehicle in the event of an evacuation. There may be several steps to climb when boarding the vehicles.
- On vehicles that have a dedicated wheelchair space, the wheelchair can also be locked in place so that the passenger does not have to leave the wheelchair. The wheelchair must be suitable for such transport and must be defined and labelled by the manufacturer as a passenger seat for this purpose. The wheelchair must have special fastening points for securing, known in standard DIN 75078 by the German term *Kraftknoten*, or have a manufacturer's approval in accordance with DIN EN 12183 or 12184. The passenger is responsible for compliance with these requirements. The use of the wheelchair space must be arranged with Autokraft GmbH by telephone on +49 (0) 431 666 222 no later than 3 working days before the date of travel. There, the traveller will receive information on availability and all other necessary details. Access to the wheelchair space is via an integrated ramp or lift and is only possible if a weight of 300 kg is not exceeded. If transport on the bus is not possible for reasons for which Autokraft is responsible, alternative transport will be offered.

Sanitary facilities on KIELIUS vehicles are not accessible to wheelchair users.

Section 9 Means of payment

(1) When purchasing tickets on board the vehicles, passengers should keep the fare ready in exact change. On-board staff are not obliged to change amounts of money exceeding EUR 5.00, to accept more than 10 cents' worth of 1-cent coins or to accept significantly damaged banknotes and coins.

(2) If the on-board staff are unable to provide change of more than EUR 5.00, the passenger is issued a receipt for the amount retained. It is the passenger's responsibility to collect the change from the Autokraft GmbH administrative department (Bunsenstrasse 2, 24145 Kiel, Germany) by presenting the receipt. If the passenger does not accept this arrangement, he/she must discontinue the journey.

(3) Complaints regarding change or the receipt issued by the on-board staff must be raised immediately.

Section 10 Invalid tickets

(1) Tickets that are used contrary to the conditions of carriage or the fare paid are invalid and will be confiscated; this also applies to tickets that

1. are not filled out correctly (unless the ticket holder immediately remedies this when asked to do so),
2. do not exhibit an affixed validation stamp,
3. are torn, cut or otherwise badly damaged, very dirty or illegible, meaning that they can no longer be checked,
4. have been modified without authorisation,
5. are used by unauthorised persons,
6. are used for journeys other than those permitted,
7. have expired due to effluxion of time or other reasons,
8. are used without the required photograph.

The fare will not be reimbursed.

(2) A ticket that only authorises carriage in conjunction with an application or a personal ID specified by the transport tariff is invalid and may be confiscated if the application or personal ID are not presented on request.

Section 11 Penalty fare

(1) A passenger is obliged to pay a penalty fare if the passenger

1. has not purchased a valid ticket,
2. has purchased a valid ticket but cannot present it for inspection upon request,
3. has not validated the ticket or had the ticket validated or has not done so without undue delay as per Section 6 (5), or
4. does not show or hand over the ticket for inspection on request.

This shall not affect criminal or administrative fine proceedings. The provisions under numbers 1 and 3 shall not apply if the purchasing or validation of the ticket was not possible for reasons outside the passenger's control.

(2) In the cases referred to in (1), Autokraft GmbH may charge a penalty fare of up to EUR 60.00. However, it may charge twice the fare for a single journey on the route taken by the passenger if this is a higher amount than the penalty fare in sentence 1; if the passenger cannot prove the route taken, the penalty fare is calculated using the start point of the route.

(3) In the case of (1) no. 2, the penalty fare is reduced to EUR 7.00 if the passenger can prove to the Autokraft GmbH administrative department (Bunsenstrasse 2, 24145 Kiel, Germany) within a week of the ticket inspection that the passenger held a valid personalised time-based pass at the time of the ticket inspection.

(4) Further claims on the part of Autokraft GmbH shall remain unaffected if invalid time-based passes are used.

Section 12 Fare reimbursement

(1) If a ticket is not used for a journey, the passenger may exchange the ticket for a refund. The passenger is responsible for proving that the ticket has not been used.

(2) If a ticket is only used for part of the route, the passenger may exchange the ticket for a refund of the difference between the fare paid and the fare required for the route travelled. The passenger is responsible for proving that the ticket was only partially used.

(3) If a time-based pass is not used or is only partially used, the passenger may exchange the time-based pass for a refund (the fares for the individual journeys made will be deducted from the refund). The point in time by which the individual journeys (two journeys per day) are considered to be completed will be based on the day on which the time-based pass is returned or the date of the postmark on the letter enclosing the time-based pass. An earlier point in time may only be considered if a certificate from a doctor, hospital or health insurance company is submitted, certifying an illness or accident or the death of the passenger. When deducting the fare for the individual journeys made, a discount will only be applied if the required conditions apply, otherwise the fare for a one-way trip will be used.

(4) If a Rail&Fly ticket is not used and another ticket is purchased and used for the journey instead, the fare will not be refunded. The same applies if a BahnCard discount would have been possible but was not claimed when the ticket was purchased.

(5) Applications under (1) to (3) must be made to the Autokraft GmbH administrative department (Bunsenstrasse 2, 24145 Kiel, Germany) without undue delay and within one week of the ticket validity expiring.

(6) A processing fee of EUR 4.00 and any transfer fee incurred will be deducted from the amount to be refunded. The processing fee and transfer fee will not be deducted if the refund is due to circumstances that are the responsibility of the company.

(7) In the event of exclusion from carriage, there is no right to reimbursement of the paid fare except in the case of Section 3 (1) sentence 2, no. 2.

Section 13 Timetables and departure

- (1) Passengers are advised to arrive at the stop 15 minutes before the scheduled departure.
- (2) Passengers using KIELIUS to catch a flight from Hamburg Airport are advised to choose their departure time so that the scheduled arrival of the KIELIUS bus at Hamburg Airport is at least 2 hours before their planned check-in time at the airport.
- (3) Groups of 10 or more persons must register by telephone with Autokraft GmbH on +49 (0) 431 666 222 no later than 3 working days before the date of travel. Registered groups must arrive at the stop at least 15 minutes before departure, otherwise seats may be allocated to other passengers.

Section 14 Carriage of property

- (1) The carriage of luggage is limited to one piece of luggage with maximum dimensions of 80 cm x 50 cm x 30 cm (length x width x height) and a maximum weight of 23 kg. There is no entitlement to carry luggage in the passenger compartment of the bus. In individual cases, provided there is sufficient storage space, an additional piece of luggage with the same maximum dimensions and weight may be carried for a fee of EUR 5.00. A foldable pram will be carried free of charge, provided there is sufficient storage space.
- (2) In addition, one piece of hand luggage with the maximum dimensions 55 cm x 43 cm x 20 cm and a maximum weight of 7 kg may be carried in the passenger compartment. The passenger must stow and supervise hand luggage in the passenger compartment such that the safety and order of operations are not put at risk and other passengers are not inconvenienced.
- (3) Objects exceeding the dimensions or weights specified in (1) and (2) (bulky luggage) can only be carried if the passenger has notified customer services at Autokraft GmbH no later than 3 working days before the start of the journey by calling +49 (0) 431 666 222 or via the KIELIUS online shop at www.kielius.de, stating the weight and dimensions of the luggage items. The carriage of bulky luggage is limited to one item per passenger. A fee of EUR 5.00 is payable for carriage of the bulky luggage item. Bulky luggage must be securely packed so that it does not damage other luggage items.
- (4) The passenger is obliged to pack items requiring packaging in such a way that they are protected against loss or damage during carriage and cannot cause personal injury or damage to property.
- (5) Dangerous substances and dangerous objects are excluded from carriage, in particular:
 1. explosive, highly flammable, radioactive, malodorous or corrosive substances,
 2. loose or exposed items that could injure passengers,
 3. items that protrude outside of the perimeter of the vehicle.

(6) Operational staff will decide on a case-by-case basis whether items are permitted for carriage and where these should be stowed.

Section 15 Carriage of animals

(1) Section 14 (1), (2) and (6) applies to the carriage of animals.

(2) Dogs are only carried when supervised by a suitable person. Dogs that pose a risk to fellow passengers must wear a muzzle.

(3) Guide dogs accompanying a visually impaired person are always permitted for carriage.

(4) Other animals may only be transported in suitable carriers.

(5) It is not permissible for animals to occupy seats.

Section 16 Lost property

In accordance with Section 978 of the German Civil Code (BGB), lost property must be handed over to operational staff immediately. Items that are lost and found will be returned to the owner by the lost property office of Autokraft GmbH (Bunsenstrasse 2, 24145 Kiel, Germany). It is permissible for operational staff to return the item to its owner immediately if this person can clearly identify themselves as the owner. The owner must confirm receipt of the item in writing.

Section 17 Liability

(1) Autokraft GmbH is liable for the death of or injury to a passenger and for damage to property worn or carried by the passenger in line with the generally applicable provisions.

(2) In the event of liability for damage to wheelchairs and other mobility aids or assistive devices, compensation shall always correspond to the replacement value or repair costs of the items concerned. In all other cases, liability for damage to property towards each person transported shall be limited to EUR 1,000; the limitation of liability shall not apply if the damage is due to intent or gross negligence.

Section 18 Exclusion of compensation claims

Deviations from timetables as a result of traffic obstructions, disruption to or interruption of operations and insufficient space do not justify compensation claims; in this respect no liability is taken for catching connections, including flights.

Section 19 Place of jurisdiction

The place of jurisdiction for any legal disputes resulting from the contract of carriage shall be Hamburg.