

# GENERAL CONDITIONS OF CARRIAGE FOR CP SERVICES

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### **CHAPTER I - SCOPE**

This document contains the general conditions for rail carriage of passengers and luggage, packages, pets and bicycles on CP trains, defined by CP and notified to the Autoridade da Mobilidade e dos Transportes (AMT), hereinafter referred to as AMT, under the terms of article 3-A(3) of Decree-Law no. 58/2008 of 26 March, as amended.

The "General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR)" available at <u>cit-rail.org/secure-media/files/documentation/passenger/gcc\_civ-prr/gcc\_civ-prr en\_2019-07-01.pdf?cid=227664</u> apply for services provided on international trains.

### **CHAPTER II - GENERAL PROVISIONS**

- 1. The trains of the different CP services are identified and disclosed through the respective timetables. The timetables are available from CP's official website (cp.pt), on the CP App (Android and iOS), on posters, on the CP customer care line and, whenever possible, on information boards and audio information in stations.
- 2. To use CP trains, passengers must have an appropriate ticket or pass valid for the service, according to the conditions, prices and schedules established.
- 3. Information on available tickets, commercial products and sales and after-sales conditions should be consulted on CP's official website, at ticket offices, customer assistance offices and other channels duly authorised by CP.
- 4. Tickets are on sale at the ticket offices of stations with ticket sales, from cp.pt, on the CP App, automatic selling machines and other channels duly authorised by CP.
- 5. In stations with no sales channel, information about CP's official website, CP App, and the respective contacts of CP's customer care line show how to get sales information and conditions to purchase tickets.
- 6. Passengers must confirm in advance their departure and arrival times.
- 7. CP practices, in some cases, more favourable reimbursement/indemnity conditions than those legally foreseen. However, when exceptional situations arise that affect rolling stock or when there are major engineering works on the infrastructure that condition circulation, interruptions in

circulation, suspension or accentuated degradation of circulation conditions, published in advance, CP reserves the right to suspend these more favourable conditions and apply only the legal regime, making this known in advance through the means referred to in point 1. This suspension applies to transport started after the disclosure of the suspension decision.

- 8. In occasional situations of suspension or marked deterioration in traffic conditions, known and publicised in advance of the start of the journey, trains may be subject to a change in the departure and arrival time and a difference in journey time compared to the timetable in force on the date of sale of the ticket if this has been sold in advance.
- 9. Under the terms of article 20(2) of Decree-Law No. 58/2008, the transport of children until the day before they are 4 years old is free of charge, as long as they don't occupy a seat and do not require a ticket. Proof of age shall be provided, whenever requested by the inspector, by showing an official identification document that includes the date of birth. If children occupy a seat, they must have a ticket.
- 10. CP is not responsible for the use of trains by unaccompanied minors.
- 11. A change of train is considered to be a change of train within the limits and direction of the journey according to the ticket held by the passenger. In Lisbon urban services, the passenger may change trains during the ticket's validity period (after its validation) and respect the acquired zones. In case of 'zapping' and after the initial validation, train changes may be made during the ticket's validity period and respecting the conditions of use. Passengers can only change trains in the situations identified above.
- 12. These T&Cs reflect current legislation. Whenever CP deems fit, it may, occasionally or due to seasonal campaigns, apply more favourable conditions, which will be previously advertised on cp.pt.
- 13. The contract of carriage on CP trains is governed by the legislation in force at any time, by these General Terms and Conditions of Carriage, by the specific conditions in force, if applicable, by the price tables in force, including those relative to "Accessory operations" subject to charge, which are available to customers at stations with ticket sales and on cp.pt.

The most relevant applicable legislation is as follows:

- Law 23/96 of 26 July, in its current wording, namely Law 51/2019 of 29 July;
- Law 24/96 of 31 July (consumer protection);

- Decree-Law 156/2005 of 15 September in its current wording, namely the one introduced by Decree-Law 74/2017 of 21 June (complaints book and electronic format of the complaints book);
- Law 28/2006 of July 4 as amended by Decree-Law 117/2017 of September 12 (Penalty regime applicable to transgressions occurring in collective passenger transport);
- Decree Law 74/2007 of 27 March (on the right of access for people with disabilities, accompanied by assistance dogs, to places, transport and establishments with public access);
- Decree-Law 58/2008 of 26 March, as amended by Decree-Law 35/2015 of 6 March and as amended by Decree-Law 124-A/2018 of 31 December (regime applicable to the Conditions of Carriage by Rail of Passengers and Luggage, portable packages, pets, cars, motorbikes and bicycles);
- Regulation (EC) 1371/2007 of the European Parliament and of the Council of 23 October 2007 and respective exemptions communicated by the Portuguese state, identified in article 4 of Decree-Law 35/2015 of 6 March;
- Law 52/2015 of 9 June that approves the Legal Regime of the Public Passenger Transport Service;
- Law 63/2017 of 3 August that covers in the concept of smoking new smokeless tobacco products;
- Ministerial Order 298/2018 of 19 November rectified on 12 December (Declaration of rectification No. 39/2018).

### **CHAPTER III - SERVICE PROVISION**

### **III.1 DEFINITION OF CP PRODUCTS AND SERVICES**

As a passenger transport railway operator, CP provides urban/suburban, regional, interregional, long-distance and international services, which it may identify using particular names.

The services provided by CP are:

- Long-distance services (Alfa Pendular, Intercidades) and International (Lusitânia Train Hotel, Sud-Expresso and Celta);
- Regional and Interregional Service;
- Lisbon, Porto and Coimbra Urban Services.

# III.1.1 Alfa Pendular, Intercidades and International services

These services ensure long-distance connections between cities in the country and international connections, offering high speed and additional comfort levels.

These services may have more than one class, and seats must be booked. The occupation of these trains is limited to the number of seats available in the carriages.

## III.1.2 Regional and Interregional Service

These services ensure connections to urban centres and complement the Alfa Pendular, Intercidades and International services.

These services may have more than one class, and seats must be booked.

## III.1.3 Lisbon, Porto and Coimbra Urban Services

Urban and suburban passenger railway services provide connections in the Greater Lisbon, Greater Porto and Coimbra areas on the following lines:

- Lisbon Urban: provides transport on the Sintra, Azambuja, Cascais and Sado lines (Annex I);
- Porto Urban: provides transport on the Braga, Aveiro, Marco and Guimarães lines (Annexes II and III);
- Coimbra Urban: provides transport on the Coimbra Figueira da Foz line (Annex IV).

Urban services have no seat reservation and have a single class.

## **III.1.4 Commercial Agreements and Partnerships**

CP may establish commercial agreements with public or private entities that benefit passengers, associates, members or employees of partner entities and allow them to enjoy lower fares and better conditions under the terms of the respective contracts.

## III.1.5 Right to transport at no cost to the user

Situations where users are entitled to free transport derive from applicable legislation and are limited to the respective requirements and the provisions of the agreements established between CP and the respective passengers' entities.

## **III.2. SERVICES NOT AVAILABLE**

CP does not provide:

- baggage clearance or storage service;
- The transport of cars or motorbikes.

## **CHAPTER IV - TICKETS**

### **IV. 1. TRANSPORT TICKETS**

- 1. CP issues rail transport tickets and passes CP, another transport operator included in the ticket or pass or by a third party contracted for the purpose, according to the requirements defined by law and the agreements established with CP.
- 2. Tickets and passes can be virtual or physical, or in any other form that CP recognises as valid.
- 3. Within the scope of intermodality, CP also issues transport tickets and passes that are valid on other operators.
- 4. In addition to the obligatory transport tickets foreseen by law simple tickets by type of service and monthly passes for the urban and suburban service CP may create others provided that it communicates them to the competent Authority and that they comply with the terms of the public service contract and the general national and European rules applicable 20 days before they come into force.
- 5. CP shall announce any new tickets or passes 10 days before they enter into force.
- 6. CP may issue tickets with other characteristics and prices in promotional campaigns on previously announced dates and conditions.
- 7. CP may create special products, which may have other aspects besides rail transport, with their own characteristics and prices and under previously announced conditions that may be valid seasonally or indefinitely.
- 8. CP undertakes to provide passengers with the contractual transport service defined by the ticket or pass acquired under the terms authorised for its use if properly validated.
- 9. All passengers need to have a valid ticket.
- 10. Lisbon and Porto urban services also need all tickets or passes to be validated before the passengers enter zones identified as restricted access and before starting their journey. Under article 7(1)(d) of Law 28/2006 of 4 July as amended by Decree-Law 117/2017 of 12 September and article 7(1) of Decree-Law 58/2008 of 26 March as amended by Decree-Law 35/2015 of 6 March

and as amended by Decree-Law 124-A/2018 of 31 December, whenever there are validators or access channel systems associated to the contactless ticketing system, all transport tickets, including monthly tickets must be validated under penalty of the passengers being considered as not having a valid ticket.

- 11. Passengers may not interrupt and resume their journey except in the following cases:
  - a) Holders of CP passes;
  - b) On Lisbon urban services, if they have any ticket or pass according to its geographic and/or temporal validity, when applicable.
- 12. Changes of train necessary to complete the intended and purchased journey are not considered interruptions to the journey.
- 13. Lost, stolen or misplaced tickets are not replaced or refunded, nor are duplicates issued.

## IV.1.1 Alfa Pendular, Intercidades and International services

**Ticket**: A ticket that permits a single journey for the day, route, train(s), and class(es) indicated. The journey may consist of several services/trains duly identified on the ticket.

## IV.1.2 Regional and Interregional Services

#### **TYPE OF TICKETS AND PASSES**

**Ticket**: A ticket that permits a single journey, for the day, route, train(s), and class(es) indicated. The journey may consist of several services/trains duly identified on the ticket.

**Pass**: Monthly single-mode CP pass. It allows its holder to make unlimited journeys for the period, route and class indicated. It consists of a CP card and a paper ticket on a virtual ticket loaded onto the card. All customer cards and tickets are personal and inalienable.

#### **TYPE OF PASS CARD**

**Personalised Electronic Card** (CP Card) - Personal and inalienable, bearing the name and photograph of its holder.

The card contains the customer's profile and can be loaded with tickets or passes according to this profile.

## **IV.1.3 Lisbon Urban Services**

The tickets are valid for the dates and times, routes or other geographical limits. When the ticket cannot identify these details, the information will be available at the sales offices.

The tickets are only valid after validation, which, depending on the ticket, may occur at the moment of sale or when validated by specific equipment for that purpose, before the beginning of the trip and before crossing the zones identified as having restricted access.

Whenever no means of validation is available at the boarding point, passengers must go to a CP ticket inspector immediately after boarding to ask for the ticket or pass to be validated, under penalty of being considered as not having a valid ticket.

### **TYPE OF TICKETS AND PASSES**

**Ticket:** A ticket that allows a passenger to use the service on the day and route during the validity period. The number of zones will be previously selected when purchasing the ticket, and the beginning of temporal and spatial validity of the ticket will be determined through the respective validation at the boarding point. The temporal validity of the tickets to make the trip will be determined according to the number of zones purchased.

**Pass:** Monthly single-mode CP pass. It allows its holder to make unlimited trips for the chosen period and route. The pass consists of a personalised card with a valid pass. The subscription is valid for 30 consecutive days after the date indicated in the sale and must be validated before each trip. All customer cards and passes are personal and inalienable. The card to be used is the CP Card, Lisboa Viva Card or any other that may replace it.

**Passe Navegante:** Fixed monthly pass, valid for the month for which it is acquired, that is, from the first to the last day of the month. The pass consists of a personalised customer card with a valid pass. Validation is required before each trip. All customer cards and passes are personal and inalienable. The customer card to be used is Lisboa Viva or any other that may replace it and may be issued by CP or another operator.

**Transport Units:** Currently known as zapping. This system is based on loading monetary amounts onto a contactless card up to a specific limit, which is debited as the passenger validates the card on the different transport operators, according to the cost of the journey practised by each operator, as long as there is a balance available. This transport unit system has its own rules for use within CP and under terms defined in conjunction with the other participating transport operators. The conditions of use are available on cp.pt.

In cases where zapping is loaded onto a Lisboa Viva card and if there is already a valid monthly ticket for a specific route, for example, the amount of zapping is not discounted, and the monthly pass is validated. If the customer wishes to travel beyond the limit of that monthly ticket, they must purchase an extra journey or top-up the zapping ticket on a different card and validate it before the new journey to follow the rules. Zapping cannot be used in transit as an add-on to the journey.

**Other tickets and passe:** under the terms of point IV.1, CP has other tickets and passes whose conditions of use are available on cp.pt.

#### **TYPE OF CARD**

**One-off Rechargeable Card** (Viva Viagem) - Not personalised, allowing passengers to top up the card with tickets. This card cannot be sold separately, i.e. it can only be acquired in conjunction with tickets and can only be used by one person on each trip.

**Personalised Electronic Card** (Lisboa Viva or CP Card) - Personal and inalienable, containing the name and photograph of its holder. The card contains the customer's profile and ensures the possibility of holding tickets according to that profile.

#### **SUMMARY TABLE**

The types of tickets and passes, and cards available for the Lisbon Urban Services are as follows:

		Type of Ticket or Pass								
Suppor	t	CP Ticket	CP Pass	Navigante Pass	Transport Units (zapping)					
Occasional Rechargeable Card	Viva Viagem	Х			Х					
Personalised e-	CP Card		Х							
card	Lisboa Viva		Х	Х	Х					

## **IV.1.4 Porto Urban Services**

The tickets and passes are valid for the indicated dates, areas, routes, destinations, or other geographical or temporal limits. When these details are not shown on the ticket itself, the information will be available at ticket offices.

CP offers paper and virtual tickets for Porto urban services.

The virtual tickets are only considered valid after being validated. Regardless of the ticket type,

the customer must always validate it before starting a new journey, except when changing trains. The one-off ticket or pass must be validated no more than 15 minutes before the train's scheduled departure time. Whenever no validation system is available at the boarding point, the passenger must go to a CP ticket inspector immediately after boarding to ask for the ticket or pass to be validated, under penalty of being considered not to have a valid ticket.

#### **TYPE OF TICKETS AND PASSES**

**Ticket:** One-off ticket that allows a single trip on the day and route for which it is valid. The route will be previously selected when purchasing the ticket, and the beginning of the ticket's temporal validity will be determined by its validation at the boarding point.

**Intermodal ticket:** A one-off ticket that can be used in the various operators that adhere to the intermodal system in Área Metropolitana do Porto (A.M.P.).

**Pass**: Monthly single-mode CP pass. It allows its holder to make unlimited trips for the chosen period and route. It consists of a personalised card loaded with a valid pass. All customer cards and respective titles are personal and inalienable.

**Andante Pass**: Monthly pass valid between the first and the last day of the month for which it was acquired. The pass is composed of a personalised card loaded with a valid pass. All customer cards and respective passes are personal and inalienable. The customer card to be used will be the PVC Andante card or any other that may replace it and may be issued by CP or another operator.

**AMP/CP Combined Pass:** Monthly pass valid between the first and last day of the month for which it was acquired. All cards and respective passes are personal and inalienable. The passenger card to be used will be PVC Andante cards or another that may come to substitute it and may be issued by CP or another operator. They allow the use of any line and operator in the A.M.P. Andante intermodal network and Porto Urban services on the routes defined by CP

#### **TYPE OF CARD**

**One-off Rechargeable Card** (Siga and Andante) - Non-personalised, which allows passengers to top-up their card with tickets. This card cannot be sold without tickets, i.e. it can only be acquired with tickets and used by one person on each trip. This card may have up to 31 tickets.

Personalised Electronic Card (Siga Assinatura/CP Card and Andante PVC) - Personal and

inalienable. The card bears the name and photograph of its holder. The card contains the customer's profile and ensures the possibility of loading transport tickets.

#### **SUMMARY TABLE**

The types of tickets and passes and cards available at Porto Urban Services are as follows:

		Type of Title									
Suppo	rt	CP Ticket	CP Pass	Intermodal ticket	Andante or Combined Pass						
One-off	Siga	Х									
Rechargeable Card	Andante			Х							
Personalised e-	CP Card/ Siga Pass	X	X								
card	Andante PVC			Х	Х						

## **IV.1.5 Coimbra Urban Services**

#### **TYPE OF TICKETS AND PASSES**

**Ticket**: One-off ticket that permits a single journey, for the day, route and train(s) indicated on it. The journey may be composed of several trains shown on the ticket.

**Pass**: Monthly single-mode CP pass. It allows its holder to make unlimited journeys for the period and route indicated in it. It consists of a CP card and a ticket on paper or loaded onto the card. All customer cards and respective tickets are personal and inalienable.

#### **TYPE OF CARD**

**Personalised Electronic Card** (CP Card) - Personal and inalienable, bearing the name and photograph of its holder.

The card contains the customer's profile and can hold tickets and passes according to this profile.

### IV. 2. CONTENTS OF THE TICKETS AND PASSES

- 1. The tickets and passes must identify the operator or operators providing the transport service (except intermodal passes), who issued them, the type of service, the temporal and geographical validity and the price.
- 2. The provision above does not prejudice the possibility of virtual tickets and passes by magnetic, electronic or other support.
- 3. In the case of virtual tickets and passes:
  - a. The issuer shall mention the essential details referred to in point 1 on the invoice or other equivalent document, except intermodal passes;
  - b. The invoice or equivalent document is not considered and does not replace the tickets and passes for any purposes;
  - c. In case of deterioration or failure of the card, the invoice or equivalent document must be used together with the ticket or pass as proof of acquisition and validity of the ticket so that the data needed to control the tickets can be read.
- 4. In the case of a physical ticket, the ticket shall also be an invoice. No other document proving its acquisition can replace the ticket, and does not allow the issuance of a duplicate of the ticket.

### IV.3. FARES

Prices are established by service type, origin, destination/geographical limits, and/or zones.

The prices in force charged by CP and other specific or promotional conditions can be seen at ticket offices and cp.pt.

## **IV.4. DISCOUNTS**

- 1. CP offers discounts arising from the applicable legislation.
- 2. CP may also practice discounts on the price, depending on the number of journeys, day or train used, the sales channel used, certain customer segments and promotional campaigns on dates and conditions previously announced.
- 3. Proof of entitlement to the discount is required when purchasing the ticket and/or during the period of use and whenever requested onboard the trains by presenting the document entitling the discount and official ID including the passenger's date of birth.
- 4. The use of a discount ticket is punished in legal terms whenever:
  - a. No proof of entitlement is provided;
  - b. The ticket or pass does not comply with the reason for the discount or with the passenger's identification, even if the price is equivalent.
- 5. Discounts cannot be used in conjunction on the one ticket.
- 6. Ticket prices on Alfa Pendular and Intercidades trains resulting from discounts are rounded up to the nearest 50 cents.

### **IV.5. TICKET SALES**

Passengers must check the ticket details at the time of purchase, including issuing entity, type of service (type of ticket), day of travel, origin and destination, train, temporal and geographical validity, class, price and that the invoice or equivalent document is for the ticket/card purchased. The passenger must also check the tax number on the receipt if they have asked for one.

Any complaints about the ticket or pass, price or change resulting from personalised sales must be made at the time of purchase.

Tickets must be paid for using currency or other means accepted by CP.

## IV.5.1 Sales channels

Tickets and passes may be purchased from CP ticket offices, or other duly authorised sales channels, as shown in the following TABLE:

## **TABLE (Sales Channels)**

SALES CHANNELS	Alfa Pendular Intercidades	Regional/Inter regional	Lisbon Urban Trains	Porto Urban Trains	Coimbra Urban Trains					
CP Ticket Office	Х	X	Х	X	Х					
On-Board Train Sale	ard Train Sale Xa)									
Online ticket office at cp.pt App CP CP Customer care Line	Х	х		Xb)	х					
CP Ticket Vending Machines			X (c)	X (c)						
АТМ	Х		X (d)							
Travel Agencies	Х	х		Xb)	х					
Other Operators in the Lisbon and Porto Metropolitan Areas			X e)	X e)						
Viva Portal (OTLIS)			X f)							
External Service Provider (advertised on cp.pt)				X						

#### Key

a) The purchase of a ticket on board trains is not allowed, except in cases where there are no sales outlets at the boarding point or in the area surrounding the station -200 metres around the station. Unavailability of means of payment, insufficient change, technical limitations imposed by the vending equipment or impossibility of payment by ATM cannot be invoked as a reason for non-acquisition. In cases where the sale is unavailable at the boarding point or in the area surrounding the station. Passengers must go to a CP ticket inspector before or immediately after boarding and before sitting down to buy their ticket. On board, payment is only made in cash. If these conditions are not met, the

passenger is considered as not having a ticket;

- b) Tickets for journeys on Porto Urban trains is allowed as an add-on to journeys on Alfa Pendular, Intercidades, Regional and Interregional trains;
- c) They are available from Lisbon and Porto Urban stations. They allow the sale of one-off tickets and monthly passes.
- d) ATMs let passengers top-up Lisbon Urban Services CP Passes and Navegante and Zapping tickets;
- e) The other transport operators only sell intermodal and combined tickets, if that operator is a member. In the case of Lisbon Urban services, they also sell zapping.
- f) They also sell monthly passes and Zapping. Customers can also request Lisboa Viva cards through this portal.

CP may change its sales channels anytime, making the information available on cp.pt.

### IV.6. CONDITIONS FOR TICKET REFUNDS

CP may practice more advantageous conditions than those provided by law, as disclosed on cp.pt.

Refunds of tickets and passes paid by bank card are returned to that same card.

# IV.6.1 Refunds for reasons beyond the operator's control

### 1. ON REGIONAL, INTERREGIONAL AND LONG-DISTANCE SERVICES

If the passenger, on Regional, Interregional and Long Distance services, does not use the ticket for reasons beyond the operator's control, they have the right to a refund of up to 75% (seventy-five percent) of the ticket price if they present the ticket and provided that the refund is requested:

a. three hours before the departure of the journey in the case of transport services with a

seat booking;

b. thirty minutes before the start of the journey in the case of regional and long-distance transport services, without a seat booking.

### **Table**

SERVICE	ADVANCE REQUEST	AMOUNT TO BE REFUNDED		
With booked seat	≥ 3 hours	Up to 75%.		
Regional, Interregional and Long-haul	≥ 30 minutes	Up to 75%.		

### 2. LISBON, PORTO AND COIMBRA URBAN SERVICES

There are no refunds for tickets or zapping on Lisbon, Porto or Coimbra urban services.

# IV.6.2 Cancellation of a trip for reasons imputable to the operator

### **TICKETS**

- 1. Passengers have a right to a full refund if, for reasons imputable to CP, the train is delayed at departure under the conditions indicated in the table below.
- 2. Any refund or payment of any sum referred to in this Article shall preclude the use of the ticket on which it is made. The refund shall not apply if the passenger
  - a. Embarks and starts the journey;
  - b. Acquires the ticket and/or validates it after the delay is announced
  - c. Uses the ticket they want the refund for.

### 3. Deadlines

- a. The refund must be requested within 30 days after the delay has occurred;
- b. If due, the refund is made within 30 days of submission and analysis of the application.

### **Table**

SERVICE	DELAY	TRAVEL	AMOUNT TO BE REFUNDED
ALFA PENDULAR INTERCIDADES REGIONAL	> 30 minutes	Duration < 60 minutes	100%
INTERREGIONAL		Duration ≥ 60	
LISBON, PORTO AND COIMBRA URBAN RAINS	≥ 60 minutes		100%

### IV.6.3 Strike cancellations

- 1. If strike action preventing trains from running, the operator is under no obligation to ensure alternative services, but only the provision of minimum rail services, if the competent authority sets them, insofar as the Court recognises their necessity and adequacy.
- 2. The company announces the cancellation of trains due to a railway workers' strike in advance, whenever possible.
- 3. CP reserves the right, in that situation, to refuse the sale of tickets for trains which may not run.
- 4. CP fully refunds tickets for Alfa Pendular and Intercidades services, relating to a strike period that prevents the trains from running, without prejudice to the following number.
- 5. The previous number will not apply if the ticket has been used on the train which, contrary to what was advertised, took place, or on another alternative train service which CP may have been able to provide to the passenger at that time or at a later date, at the passenger's request.

### **IV.7. COMPENSATION**

# IV.7.1 Criteria for compensation for delays for passenger with tickets

Without losing the right to transport and if the right to refund is not exercised, when a delay occurs between the place of departure and the place of arrival for which the ticket is valid for reasons attributable to the operator or infrastructure manager, the passenger has the right to compensation calculated according to the price paid for the ticket under the conditions indicated in the following table:

SERVICE	DELAY	AMOUNT TO BE REFUNDED
ALFA PENDULAR INTERCIDADE	≥ 60 minutes and ≤ 119 minutes	25%
REGIONAL LISBON, PORTO AND COIMBRA URBAN TRAINS	≥ 120 minutes	50%

In the case of a return journey, compensation is calculated according to the price of each of the journeys affected by the delay.

In the case of a ticket for consecutive journeys, compensation is calculated in proportion to the total price of the ticket and the distances covered.

No compensation will be paid in any of the following situations:

- The passenger was informed of the delay before purchasing the ticket;
- The amount payable, according to the defined rules, is equal to or less than €4;

- The delay resulting from continuation of the journey on a different service or re-routing is less than 60 minutes;
- Passengers are carried free of charge;
- The passenger does not prove that they had a valid ticket at the time of the delay.

# IV.7.2 Criteria for compensation for delays for passengers with Passes and Season Tickets

### IV.7.2.1 Passengers with Passes or Multimodal Passes.

Passengers with a pass or multimodal pass shall not be entitled to compensation in case of delay, provided that viable alternatives for travel covered by the pass exist, namely by other modes of transport.

When due, the compensation complies, in particular, with:

1. Deadline for submitting claims for compensation

Claims for compensation for delays of services, by pass or season ticket holders whose pass covers other modes of transport, but which do not constitute viable alternatives for their displacement, must be presented 30 days after the last day of validity of the pass or season ticket, under penalty of forfeiture of this right.

2. Special and cumulative conditions for the existence of compensation

The possibility of awarding compensation in situations of delay of services where the passenger holding a travel pass or season ticket had no viable alternative to travel by another mode of transport covered by that pass shall be assessed on a case-by-case basis.

The assessment and possible granting of compensation presupposes that the following conditions are cumulatively met:

a. Proof by the passenger of the inexistence of viable alternatives, either by the geographical situation, or by the time period in which they made their journey, through a declaration by the Mobility and Transport Authority (AMT), for each journey subject to the delay;

- b. The delay for each of the journeys must be 60 minutes or more;
- c. The amount of compensation is calculated according to the price attributed to the affected journey, proportional to the total price paid for the pass, and according to the revenue sharing in force between the respective operators and, once CP's share is obtained, according to the number of journeys that the respective pass provides. For this purpose, one pass or monthly subscription is considered to correspond to 44 journeys;
- d. The value of the compensation for delays between 60 and 119 minutes is 25% of the value attributed to the affected journey, calculated according to the methodology referred to in paragraph c);
- e. The value of compensation for delays of 120 minutes or more is 50% of the value attributed to the affected displacement, calculated according to the methodology referred to in paragraph c) above;
- f. Compensation shall only be due if the amount to be paid, in respect of each of the delays occurring within the time frame of the respective pass, and in accordance with the rules referred to in the preceding numbers, is greater than €4.

## IV.7.2.2 Passengers with Monthly, Weekly or other CP Season Tickets

### 1. Deadline for submitting claims for compensation

The deadline for submitting a claim for compensation to CP is 30 days after the last day of validity of the pass, under penalty of forfeiture of this right.

### 2. Cumulative conditions for the existence of compensation

Passengers with a CP monthly or weekly pass are only entitled to compensation in the event of delay, which is assessed on a case-by-case basis if the following conditions are met cumulatively:

- a. The delay for each of the journeys is 60 minutes or more;
- b. The value of the compensation is calculated according to the price attributed to the affected trip, proportional to the total price paid for the ticket, depending on the number of trips that the respective ticket is deemed to provide. For this purpose it is considered:

- that a monthly pass corresponds to 44 journeys
- that a weekly pass corresponds to 14 journeys
- c. The amount of compensation for delays between 60 and 119 minutes corresponds to 25% of the value attributed to the affected journey, calculated according to the methodology referred to in b);
- d. The amount of compensation for delays of 120 minutes or more shall be 50% of the value attributed to the affected journey, calculated according to the methodology referred to in b).
- e. Compensation shall only be due if the amount to be paid, in respect of each of the delays occurring within the time frame of the respective title, and in accordance with the rules referred to in the preceding paragraphs, is greater than €4;
- f. Regarding other CP season tickets, the amount of compensation will be calculated according to the price attributed to the affected trip, proportional to the total price paid for the ticket, considering that each ticket corresponds to 2 (two) daily trips, subject to the condition referred to in e).

## IV.7.3 Criteria for compensation for other damages

Notwithstanding the provisions of the previous point (IV.7.2.), passengers shall also be entitled to compensation for other damages resulting directly and exclusively from delays or cancellations of rail transport services for reasons attributable to the operator or infrastructure manager in accordance with the following paragraphs:

In the event of delays or cancellations of long-distance or regional services of more than 50 km, compensation is limited to 100 times the price paid for the ticket, subject to a ceiling of €250. This ceiling is updated annually in line with inflation;

- 2. For urban, suburban and regional services up to 50 km, compensation for delays or cancellations is limited to 25 times the value of the ticket;
- 3. The burden of proving the existence and amount of the damage shall lie with the injured party;
- 4. The fare for the purpose of calculating compensation, where the ticket covers several consecutive journeys or permits multiple journeys, shall be determined in proportion to the total price paid for the ticket and the distances covered;
- 5. If the passenger has a season ticket or other ticket allowing multiple journeys, exclusively on rail, the maximum limit of compensation, in the situation referred to in 1 and 2, shall be calculated according to the price attributed to the journey affected, proportional to the total price paid for the ticket. Compensation shall only be paid if the amount exceeds €4. For this purpose, a monthly pass is considered to correspond to 44 journeys and a weekly subscription to 14 journeys.

## IV.7.4 Other cases

The unavailability of electric sockets, catering or air conditioning on the trains shall not entitle the holder to any refund or compensation.

## IV.7.5 Grounds for not paying compensation

Delays or cancellations due to the following situations are not considered to be imputable to the operator, and therefore no compensation is due:

- 1. Natural disasters (e.g. storms, avalanches, floods, landslides, falling stones, among others) and any cases of force majeure;
- 2. Strikes;
- 3. Change of itinerary due to works, announced in due time, or due to an accident;
- 4. Fires originating outside the facilities or infrastructures, but which restrict traffic;
- 5. Terrorist attacks or vandalism;
- 6. Sabotage on rolling stock or installations;
- 7. Demonstrations or problems of public order;

- 8. Service interruption or suspension by court or government order;
- 9. Interruption or suspension of service due to occupation of the track by people, animals, vehicles or objects.
- 10. People and/or animals or objects that have been hit by trains.

# IV.8. DOCUMENTATION OF THE DELAY OR CANCELLATION OF SERVICES

In case of delays longer than one hour, in relation to the travel time foreseen in the timetable, or in case of cancellation of service that prevents the conclusion of the journey, CP gives passengers, whenever they request, a document attesting to the occurrence and duration of the delay, issued in the presence of the valid ticket for the affected train. The documents may be requested:

- From the CP agent on duty on the train (not applicable to Lisbon or Porto urban services);
- In a place with CP sales service (ticket office and customer assistance office) until two hours after disembarking or until 2 hours after giving up the trip in case of train cancellation.

### IV.9. EXTENSION OF THE ROUTE

Passengers who wish to travel beyond the limit of their ticket must purchase another ticket for the extra route in advance.

On Regional, InterRegional, Intercidades and Alfa Pendular services, if the train does not stop at the limit stations of validity of the passenger's pass or ticket, the other ticket has as its origin or destination station, respectively, the stop immediately before or after the limit of the original pass or ticket, depending on the stops.

This purchase must be made before boarding or the passenger will be considered as not having a ticket for the extra route.

Exceptionally, in cases where the sale of tickets is not available at the boarding point, it is possible to purchase the other ticket on board. In this case, passengers must go to a CP agent immediately after boarding to make the purchase.

In the case of virtual tickets that require validation, passengers must go to a CP agent immediately

after boarding to validate a new ticket to extend the journey. In the case of the Lisbon urban trains, passengers must make sure that the excess route is validated before starting the trip.

### **CHAPTER V - PASSENGERS' RIGHTS AND OBLIGATIONS**

### **V.1 PASSENGERS' RIGHTS**

Passengers have the rights set out in the legislation in force, the most relevant aspects of which are reflected in these general conditions, as well as those of the most favourable general or particular conditions, if any.

### V. 2. PASSENGERS' DUTIES AND OBLIGATIONS

Access to CP rail transport implies that passengers comply with the provisions of current legislation indicated in Chapter II - General Provisions, in other provisions in force applicable to these services, in these GCT and in instructions given to them by CP agents on duty.

- 1. Passengers' duties include
  - a. Buying a ticket for the train they wish to use;
  - b. Confirming the following information at the time of purchase: identification of the operator(s) providing the transport service, the issuing entity, the type of service, its temporal and geographical validity, the price to be paid and the change received, the tax number on the invoice if they have requested for one;
  - c. Validating all urban train tickets before starting each journey;
  - d. Presenting their pass or ticket and any documents that authorise the use of that pass or ticket, whenever requested by a CP agent;
  - e. Safe storage and stowage of their hand luggage, bicycles and pets;
  - f. Passengers are liable, under general terms of law, for delays and damages caused to CP or third parties.
- 2. It is forbidden for passengers, and is an administrative offence, notwithstanding any civil or

### criminal liability, to

- a. Pull the alarm except in case of imminent danger;
- b. Use emergency devices except in justified cases;
- c. Enter or leave the carriage when it is in motion, or after the audio signal announcing the closing of the doors or whenever there is an audio or equivalent warning;
- d. Enter or leave the carriage on a side that does not give access to the platform;
- e. Move from one carriage to another when the train is moving, when there is no internal communication;
- f. Enter the carriages before all passengers who wish to do so have left;
- g. Approach the platform edge when a train is approaching and, in any case, cross the threshold marked on the platform before the train arrives;
- h. Occupy a seat reserved for handicapped people, pregnant women and people with small children, except if they are not clearly necessary for that purpose;
- Occupy a reserved seat or compartment for which they do not have a reservation or occupy more seats than they have purchased;
- j. Open or prevent the external doors of the carriages from being closed during the journey;
- k. Throw any objects out of the coaches;
- Place in the places reserved for such, packages that, due to their content, nature or form, may fall or disturb other passengers in case of sudden movement, stop or other causes;
- m. Place heavy or dirty items on the seats or put their feet directly on the upholstery;
- n. Roll down the windows while the train is moving;
- o. Engage in any activity or offer services without prior authorisation from CP;
- p. Organise charity appeals or collections, gather signatures or conduct surveys without authorisation from CP;
- q. Transport pets or assistance animals in breach of the conditions established in Decree-Law 58/2008 of March 26, as amended;
- r. Hang from any part of the carriages or their fittings or ride on the outside steps of the coaches;
- s. Enter compartments or places closed to public access;
- t. Carry out any kind of publicity and distribute or display posters, pamphlets or other publications, as well as film or photograph without the authorisation of CP;
- u. Dirtying the coaches inside or out;
- v. Carry weapons that are not secured in accordance with the applicable legislation, except

- in the case of police officers;
- w. Transport explosive materials, including pyrotechnic material, easily flammable, corrosive or radioactive substances;
- x. Carry packages that by their nature, shape, size or smell may cause a nuisance to other passengers or damage the rolling stock;
- y. Use loud devices or make noise in such a way as to disturb other passengers;
- z. Perform acts or utter expressions that disturb the good order of the services or disturb other passengers;
- aa. Travel in manifestly unsanitary conditions or under the influence of drugs, alcohol or psychotropic substances which cause intolerable inconvenience to other passengers;
- bb. Smoke or use electronic cigarettes, either on board trains or in CP spaces, in breach of Law No. 63/2017 of 3 August.
- 3. In cases where the non-compliance of passengers with their duties and obligations disturbs other passengers, causes damage or interferes with good order, CP agents in charge of supervision may order them to leave the train, resorting to the competent police authority in case of refusal to comply with that order.
- 4. Passengers whose departure from the train is determined under the terms of the previous number shall not be entitled to any refund.
- 5. Ticket inspectors may, in the course of their duties and whenever necessary, demand the identification of the offender and request police intervention.
- 6. Sworn agents (ticket inspectors or others) are, for all purposes, considered to be public authority agents. Besides drawing up official reports, they may, in particular, call for the intervention of the authorities and the assistance of the public force whenever they deem it necessary, arrest red-handed offenders, in the same cases as public authority agents.
- 7. Identification is made by presenting the identity card/citizen card or other authentic document that allows identification or, in its absence, through a witness identified in the same terms.
- 8. In the event that a passenger, causes a delay to the train, due to prohibited and culpable action, they will be subject to pay compensation to CP, in the minimum amount of €5 per minute of delay, nnotwithstanding CP's right to claim a higher amount depending on the actual damage suffered.

# IV.3. PRESENTATION OF A VALID TICKET AND CONSEQUENCES OF NON-COMPLIANCE

Passengers must present a valis ticket or pass and any documents authorising the use of the ticket or pass, whenever requested by a CP agent, before accessing the train or the area identified as having restricted access, during the journey and until leaving the area identified as having restricted access at the destination station. For these purposes, the use starts at moment the passenger enters the access platform of the train stations, in cases where this access is restricted, remaining as long as the passenger does not pass through the respective exit channels.

In the metropolitan areas of Lisbon and Porto, access and exit channels are delimited by the line defined by the validators in the station lobby or by fixed devices intended to control entry and exit or by any type of sign for that purpose.

#### In cases of:

- a. Lack of a ticket;
- b. Refusal to show a ticket;
- c. Use of a ticket which is invalid for the route, zone, line, train or class on which the passenger is travelling;
- d. Use of a ticket without entry validation in the transport system, in cases where this is required;
- e. Use of a ticket whose validity has expired;
- f. Use of a ticket with the right to a price reduction, without proving this right;
- g. Use of a named ticket not belonging to the passenger;
- h. Use of a named ticket that does not contain one of its constituent elements or contains elements that do not correspond to each other;
- i. Use of a ticket or its electronic register that has been tampered with or defective, that is to say that its characteristics have been altered;

- j. Use of a named ticket whose subscriber number is missing from the transport stamp or when it does not correspond to the number of the card.
- k. Use of a ticket without validation of entry into the transport system, in cases where this is required, for passes or monthly passes, 30-day passes or occasional tickets not validated as from the second boarding of the same journey;
- Use of a damaged ticket, which due to its state of conservation does not allow the identification or validity to be checked, leading to its immediate seizure by the ticket inspectors,

Law No. 28/2006 of 4 July, as amended by Decree-Law No. 117/2017 of 12 September, states that passengers are subject to a serious or simple administrative offence, depending on the case, the possibility of immediate seizure of the ticket by inspectors and the payment of a fine, whose amount, possibility of voluntary payment at CP, defence and proceedings, are specified in that law.

On urban, regional and interregional routes of up to 50kms, the minimum fine is €120 and the maximum €350.

Administrative offences committed on regional and interregional trains, on routes of 50 km or more, and on long-distance trains, are punishable by a minimum fine of €250 and a maximum fine of €700.

In the case of monthly passes for Lisbon and Porto urban services, the lack of validation in each trip, under the terms of article 7(1)(d) or 2(a) of Law no. 28/2006 of 4 July, as amended, combined with article 7(1) of Decree-Law no. 58/2008 of 26 March, as amended, implies that the passenger is subject to a serious or simple administrative offence, depending on whether it is a case of non-validation or not. No. 1 of Decree-Law No. 58/2008 of 26 March, as amended, implies that the passenger is subject to a serious or simple administrative offence, depending on the case of non-validation on the first boarding or on the second boarding of the same journey.

If the process is not closed due to the voluntary payment of the fine to CP or the acceptance of the defence presented, the process continues, and the Tax Department of the area of tax residence of the offending passenger shall initiate and investigate these administrative offence processes and apply the respective fines.

### **CHAPTER VI - CP OBLIGATIONS**

### VI.1. GENERAL INFORMATION OBLIGATIONS

### **A. PROVISION OF INFORMATION**

CP shall:

- a. Provide the service that is the object of the transport contract with safety and quality;
- b. Publish the prices and timetables in the sales points of the tickets, at least 5 days before their application;
- c. Disclose the rights and obligations established under the contract of carriage, notably the General Conditions of Carriage;
- d. Adequately inform passengers of the temporary cancellation of services, with at least
   5 days' notice;
- e. Adequately inform passengers of the decision to definitively cancel services, with at least 30 days' notice;
- f. Disclose, at the boarding point where there are no means of acquiring transport tickets, other means of acquisition, and identify the nearest railway station that has ticket offices or vending machines and the identification of CP's customer care line to obtain any other information; In cases where there are no conditions for that indication, namely in unequipped stations, there will only be the identification of CP's customer care line and the CP website cp.pt for passengers to get any information;
- 2. Provided that it is technically possible, CP will provide passengers during the journey with information on:
  - a. Any delays;
  - b. Identification of the next station;
  - c. Main connections

### **B. ONBOARD TICKET SALES**

Where there is no ticket office or ticket vending machine at the boarding station, CP shall allow the passenger to purchase the respective ticket in transit. When no validation equipment is available or in operation at the boarding station, CP shall allow the passenger to validate the respective ticket in transit.

#### C. COMPLAINTS BOOK

CP shall make complaint books available at service points during the respective opening hours to the public and publicise their location. Complaint books are not available on trains.

CP also has an electronic complaints book.

#### D. CONSULTATION OF DOCUMENTS RELATING TO THE SERVICE

In stations with ticket sales, timetables of regular services of the line where the respective station is located shall be available, as well as the ticket prices applied to that line.

The following will also be available for consultation at the public service points:

- a. Access conditions to trains for people with reduced mobility (also available through a dedicated telephone line - SIM Line - Integrated Mobility Service);
- b. Transport conditions for bicycles, luggage and others;
- c. Availability of on-board services;
- d. The other timetables and prices of the passenger transport services provided by the operator.

### **E. JOINT OBLIGATIONS**

The joint obligations of the operator and the infrastructure manager or station manager, as appropriate, are to inform passengers of delays and of estimated departure and arrival times.

# VI.2. CP'S OBLIGATIONS IN CASE OF TEMPORARY CANCELLATION OF SERVICES

Temporary withdrawal of services is considered to be the unforeseen total or partial suspension of a planned and advertised service, on a temporary basis.

In the event of the temporary cancellation of all or part of a train journey which prevents travel:

- 1. CP shall send the passenger and their baggage, portable items or pets, at no extra cost, by a train serving the passenger's station of destination, on the same line or another route, to enable the passengers to reach their destination with the least possible delay;
- 2. In cases where it is not feasible to comply with the above, and whenever it is possible to do so in good time, CP will provide the passenger, at no extra cost, with other means of public transport to complete the journey;
- 3. If the passenger does not accept the alternatives offered by CP for the conclusion of the journey, they have the right to a refund of the ticket price and re-routing to the place of origin as soon as possible and under equivalent transport conditions;
- 4. Notwithstanding the right to ticket refunds, the provisions of paragraphs 2 and 3 shall not apply to urban services;
- 5. Refunds or payment of any amounts referred to in this paragraph require:
  - a. The passenger to return the respective ticket;
  - b. Proof of having travelled on the service/train affected by the cancellation, if this information does not appear on the ticket, through the document mentioned in point IV.8 of these general conditions.
- 6. Passengers with passes, in exceptional cases of the cancellation of regional or urban trains, where there are no defined minimum services, may use Intercidades or Alfa Pendular trains on the sections indicated in the passes at no extra charge, whenever there is a delay of more than 60 minutes between the immediately preceding regional/urban train that has been cancelled and the next urban/regional train (after the cancelled one). To do so, they must go to the ticket office at the station of origin of the journey and book a seat, if available. This reservation can only be obtained on the same day, after the departure time of the cancelled train.

# CHAPTER VII - TRANSPORT OF PASSENGERS WITH REDUCED MOBILITY

CP undertakes to provide assistance to people with reduced mobility during the journey and during boarding and disembarking from the train platform to the train access point, in the places, trains and conditions advertised on cp.pt at all times, as long as they have a valid ticket for the route.

To take advantage of this assistance, passengers must previously request the SIM - Integrated Mobility Service. CP provides this service through a 24-hour phone line, every day of the year, for information as well as to facilitate the provision of the service.

Portable chairs, wheelchairs and other equipment used by passengers with reduced mobility are always admitted as personal baggage. For this purpose, given the current carriage dimensions, portable chairs, wheelchairs and other equipment with maximum measurements of 1200mmx700mm (floor occupation), dimensions that are stated in UIC leaflet 565-3, are permitted.

The request for assistance does not include the transport of luggage, except those referred to in the previous paragraph, nor accompaniment in basic life activities.

CP is not responsible for providing assistance to people with reduced mobility inside the stations up to the train access platform.

# CHAPTER VIII - CARRIAGE OF PORTABLE ITEMS, BICYCLES AND PETS

It is the passengers' responsibility to board, guard and watch over their hand luggage, bicycles and any animals with them, and they will be solely responsible for stowing them in the places provided for this purpose and for any damage they cause to other passengers or CP.

## **VIII.1. PORTABLE PACKAGES**

Passengers are allowed to carry hand luggage for personal use free of charge as long as it does not exceed the space corresponding to the seats to which they are entitled in the luggage racks or under the seats, with a maximum of one item per passenger.

In the case of Alfa Pendular and Intercidade services and Porto urban services the transport of more items depends on the space available and will be considered excess baggage and subject to a supplementary charge, indicated in the price tables.

### VIII.2. BICYCLES

The possibility of a passenger travelling with a bicycle depends on the type of train and the characteristics of the services and, ultimately, on the availability of space on the train, according to the assessment of CP agents.

The transport conditions applied to passengers travelling by bicycle are disclosed on cp.pt and in the usual customer information media.

In cases where their transport is allowed, passengers are solely responsible for keeping and watching over bicycles and are liable for their safe storage and for any damage they may cause to other passengers or CP.

Under no circumstances will more than one bicycle be accepted per passenger. Bicycles must be transported in such a way that they do not obstruct doors or seating positions and do not hinder other passengers' entry and exit.

Electric bicycles (with a maximum continuous power of 0.25 kW) are also allowed, provided that in size/occupied space (not including the battery), they resemble a traditional bicycle.

CP agents may occasionally refuse transport whenever, given the capacity of the train, it is not advisable, as it may increase the danger of causing damage to property and/or persons or may disturb the smooth running of the service.

Due to the characteristics of the rolling stock, bicycles are not allowed on historic and tourist trains.

The transport of bicycles will not be possible in situations of scheduled connections.

Customers are not allowed to ride their bicycles in stations, concourses, coaches and on uneven

paths.

### VIII.3. PETS

Under the terms of Law 92/95 of 12 September, passengers are allowed to carry non dangerous pets free of charge, as long as they are in an appropriate container that can be carried as hand luggage. Passengers may not carry more than one container with pet animals.

Unenclosed dogs may also be carried (one dog per passenger), provided that they are not dangerous, are properly muzzled, on a short leash and accompanied by the respective up-to-date vaccination booklet and municipal licence.

CP reserves the right to apply charges for the transport of animals, under the conditions of the previous paragraph, which are duly advertised and reproduced in the following chapter.

Passengers are responsible for the care and vigilance of any animals they bring with them, and are solely liable for any damage they may cause to CP or any third party. In no case may pets (whether or not in an appropriate container) occupy a seat, nor prevent other passengers from accessing the remaining seats.

In cases of non-compliance with these conditions, CP agents may order the passenger and respective pet to leave the train, without any refund.

It is forbidden to transport dangerous and potentially dangerous animals, under the terms of Decree-Law No 315/2009 of 29 October, amended by Law No 46/2013, of 4 July, or those in a precarious state of health or hygiene, because of their smell, noise or other objectively relevant reason, such as their size, that may disturb passengers.

Assistance dogs accompanying disabled passengers, one per passenger, will be transported in the carriages free of charge, as long as the applicable legal provisions are met, under the terms of Decree-Law No. 74/2007 of 27 March.

Due to the characteristics of the rolling stock, pets are not allowed on historic and tourist trains, except in the case of assistance dogs accompanying disabled people.

The transport of animals will not be possible in situations of scheduled connetions, except in the case of assistance dogs accompanying persons with disabilities.

## VIII.4. REQUIREMENTS FOR TRANSPORTING A DOG NOT IN A TRANSPORTER BOX

An unrestrained dog, other than an assistance dog, may be transported on the following trains, subject to the acquisition of a special ticket corresponding to the train used:

- 1. Alfa Pendular and Intercidades: payment of the equivalent value of the full ticket (only sold at ticket offices, or in transit if the ticket offices are closed);
- 2. Regional and InterRegional: payment of a half ticket (only sold at ticket offices, or in transit if the ticket office is closed);
- 3. Free transport is available in Lisbon, Porto and Coimbra.

Under these conditions, the animal must be properly muzzled, on a short leash, accompanied by the respective up-to-date vaccination booklet and the competent license. To ensure the well-being and comfort of all customers, the animal may not occupy a seat.

If a passenger does not have the ticket for the dog, they will be subject to the payment in transit of the value of the respective ticket, plus a 50% surcharge, with a minimum cost of  $\in$ 5, and CP agents may order the passenger and dog off the train, in case of immediate non-payment, without the right to any refund.

### **CHAPTER IX - LOST PROPERTY**

Objects lost or abandoned on CP trains or facilities are forwarded to the station ticket offices or Customer Assistance Offices (GAC).

CP undertakes to keep an updated record of these objects for at least 30 days to facilitate their location by passengers who claim them.

Passengers can access information on the object registration application through the CP Customer Care line or at the Customer Assistance Offices.

Abandoned parcels and documents not claimed within the 30-day period will be forwarded to the police, issuing entities or donated to social solidarity institutions or needy families, depending on what they are.

After 24h00, abandoned packages or objects containing perishable or easily deteriorated materials will be forwarded as follows:

- Products that provide a guarantee of quality consumption are delivered to Social Solidarity
   Institutions or to needy families, who will provide proof of receipt.
- Products that could endanger people's health or that have not been donated are destroyed.

In the case of abandoned animals, they are immediately forwarded to the collection centre of the destination area.

### **CHAPTER X - COMPLAINTS AND SUGGESTIONS**

CP only accepts Suggestions and Complaints in writing. These may be forwarded through the various communication channels available below:

- CP website at cp.pt
- Complaints Book.

# CHAPTER XI - COMPETENT COURT AND ALTERNATIVE DISPUTE RESOLUTION (ARA)

Any conflicts arising from the provision of services which are the object of these General 1. Conditions of Carriage, can be resolved under the jurisdiction of the district court of Lisbon, with

express renunciation of any other, except if it is intended to effect extra-contractual civil liability, in

which case the competent court is the one corresponding to the place where the fact occurred.

2. In accordance with the provisions of Law 23/96 of 26 July, in case of consumer disputes, CP

is subject to necessary arbitration when, by express choice of the passengers, the disputes are

submitted to the arbitration court of the legally authorised consumer conflict arbitration centres.

3. The Directorate-General for Consumer is the competent national authority to organise the

registration and dissemination of the list of ADR entities, which can be consulted at

consumidor.gov.pt.

4. The arbitration centre will have to be chosen among those that are competent according to

the location of the CP headquarters.

The following Alternative Consumer Dispute Resolution entities are currently in this situation, taken

from the website of the Directorate General for the Consumer:

• Lisbon Consumer Conflict Arbitration Centre (CACCL)

Rua dos Douradores, n.º 116, 2nd floor

1100-207 Lisboa

Tel: 218 807 030

E-mail: juridico@centroarbitragemlisboa.pt / director@centroarbitragemlisboa.pt

centroarbitragemlisboa.pt

Arbitration Centre of the Autonomous University of Lisbon (CAUAL)

Rua de Santa Marta n. º 43 E, 1º C

1150-293 Lisbon

Tel.: 213 177 660

E-mail: centrodearbitragem@autonoma.pt

arbitration.autonoma.pt

**CHAPTER XII - FINAL PROVISIONS** 

1. These general conditions of carriage, defined by CP under Decree-Law no. 58/2008 of 26

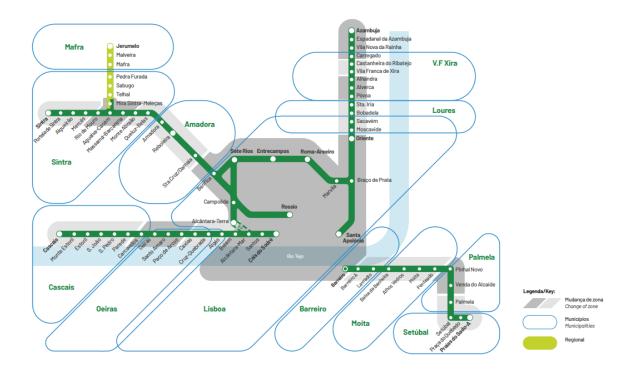
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March and the new wording given by Decree-Law no. 124-A/2018 of 31 December, which establishes the Conditions of Railway Transport of Passengers and Luggage, portable packages, pets, cars, motorbikes and bicycles and other goods, shall apply to transport contracts signed after its entry into force.

- 2. These General Conditions of Carriage were notified to the Mobility and Transport Authority in June 2021.
- 3. These General Conditions of Carriage shall enter into force on 1 July 2021.
- 4. The following Annexes form an integral part of these GCC:
  - ANNEX I Lisbon CP Zone Network and Metropolitan and Municipal Navigational Geographical Limits and Scope of AML Municipalities
  - ANNEX II Porto Urban/Suburban Service Zone Table
  - ANNEX III Andante Intermodal System
  - ANNEX IV Zone Table of Urban/Suburban Service on the Coimbra Figueira da Foz line

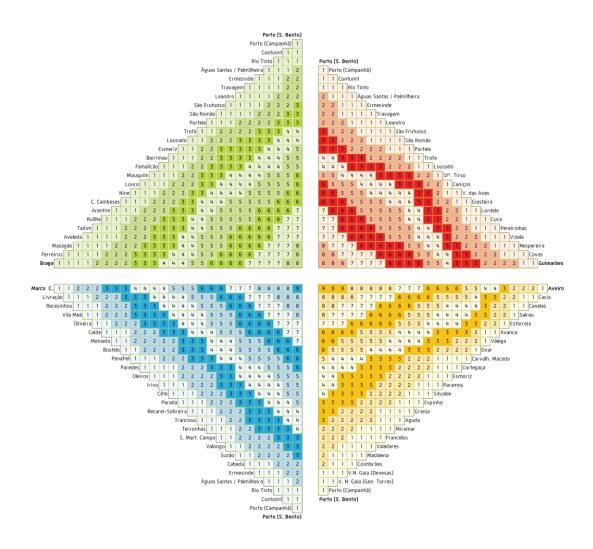
## **ANNEX I**

Lisbon CP Zone Network and Geographical Limits Metropolitan and Municipal Navegante and AML Municipalities Coverage



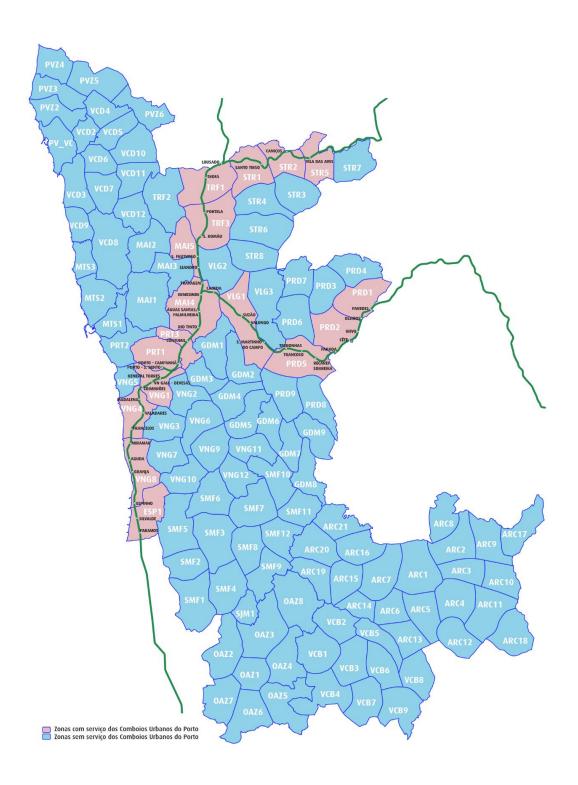
### **ANNEX II**

## Porto Urban/Suburban Service Zone Table



## **ANNEX III**

## Andante Intermodal System



## **ANNEX IV**

Zone Table of Urban/Suburban Service on the Coimbra - Figueira da Foz line

Со	imb	ra																
1	Со	imb	ra-l	В														
1	1	Bei	nca	nta														
1	1	1	Es	pad	ane	ira												
1	1 1 Casais																	
1	1 1 1 Taveiro																	
1	1	1	1	1	1	٧.	Pou	ca	do (	Can	npo							
1	1	1	1	1	1	1	Am	ial										
2	2	2	1	1	1	1	1	Рe	re ira	а								
2	2	2	2	2	2	1	1	1	For	mo	sell	ha						
2	2	2	2	2	2	1	1	1	1	Alf	arel	los						
2	2	2	2	2	2	2	1	1	1	1	Мо	nte	mo	r				
3	3	3	3	3	3	2	2	2	1	1	1	Ma	ruja	al				
3	3	3	3	3	3	2	2	2	1	1	1	1	Ve	rrid	е			
4	4	4	4	4	4	3	3	3	2	2	2	1	1	Re	ve le	s		
4	4	4	4	4	4	3	3	3	2	2	2	1	1	1	Bifu	ırca	ção	de Lares
4	4	4	4	4	4	3	3	3	2	2	2	2	1	1	1	Lai	es	
5	5	5	5	5	5	4	4	4	3	3	3	2	2	1	1	1	For	ntela
5	5	5	5	5	5	4	4	4	3	3	3	2	2	1	1	1	1	Fontela-A
5	5	5	5	5	5	4	4	4	3	3	3	2	2	1	1	1	1	1 Figueira da Foz