



Photo DB AG / Axel

General Terms and Conditions

# Infrastructure Usage Conditions Passenger Stations (INBP) **valid as of 31 January 2022**

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**DB Station&Service AG**

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**Headquarters**

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**Sales Mobility**

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## **Preamble**

The parties shall work together in a relationship of trust. In the framework of their cooperation, they shall take due account of the special aspects involved in using railway infrastructure to avoid any negative impacts on the railway system as far as possible.

# Infrastructure Usage Conditions Passenger Stations (INBP)

## **General Section**

# 1 Scope

1.1. The Infrastructure Usage Conditions for Passenger Stations and the associated Passenger Platforms including the access paths leading to these (INBP) consists of a General Section (AT) and a special section (BT) regulating the rights and duties in the relationship between

- the Access Parties pursuant to Section 1(12) ERegG (hereinafter: Access Parties or APs) including any railway undertakings that join pursuant to Section 22 ERegG (hereinafter: included RUs)
- and DB Station&Service AG

with regard to the Passenger Stations and the associated passenger platforms including the access paths leading to these (hereinafter also collectively referred to as stations) operated by DB Station&Service AG within the scope of the German Railway Regulation Act (ERegG) and their use. Passenger Platforms, including the access paths leading to these, are railway facilities within the meaning of Annex 1 of the ERegG. Passenger Stations are service facilities within the meaning of Annex 2 No. 2 a) ERegG. Stations, stopping points and stops within the meaning of the German Railway Construction and Operating Regulations (EBO) are all stations for the purposes of these Usage Conditions. For the purposes of the INBP, the term "use" refers to the conclusion of a station usage agreement (hereinafter: SUA) with the Access Party and/or the RU involved.

1.2. The INBP shall be valid as of 31 January 2022 with unlimited validity.

## 2 Obligations to be heeded prior to conclusion of a Station Usage Agreement (general access prerequisites)

Submission of an offer to conclude an SNV pursuant to the statutory provisions and the INBP presumes that the Access Party has fulfilled the following obligations (referred to hereinafter as access prerequisites):

- a) The Access Party must have sent in a request to submit an offer (referred to hereinafter as application) pursuant to the provisions of INBP-BT.
- b) In the cases referred to under Section 1(12) No. 1, second alternative and No. 2 a) and c) ERegG, the Access Parties of DB Station&Service AG indicate on request whether, when and to what extent RUs will be included and to whom the offer to conclude an SNV (hereinafter: the Offer) should be addressed.
- c) At the time of the request, the Access Party or the designated RU must hold all necessary permits and certificates required to take up and run public railway services in Germany on the railway infrastructure referred to in the request.

DB Station&Service AG assumes that, on applying for train stops, the Access Party or the designated RU holds all necessary permits and certificates required to take up and run public railway services in Germany on the railway infrastructure referred to in the request. On request by DB Station&Service AG, the Access Party or the designated RU must submit these permits and certificates.

In the case of Section 22 ERegG (Inclusion of a third company), the railway undertaking, requesting the inclusion of a third-party company, must provide DB Station&Service AG with evidence that the third-party company satisfies the statutory requirements under Section 22 ERegG, particularly the safety requirements.

- d) The foregoing para. c) applies with regard to Access Parties under Section 1(12) No. 2 ERegG on designation of the included RU (see foregoing para. b); in the case of included

RUs under Section 22 ERegG, on assertion of the request.

e) Insofar as the Access Party, the included RU under Section 1 (12) No. 2 ERegG or third-party companies under Section 22 ERegG is subject to changes regarding the permits and certificates required under the foregoing para. c), they shall be obliged to notify DB Station&Service AG of this without delay.

f) All declarations by the Access Party relating to the conclusion and implementation of the SNV must be made in German.

### 3 Concluding the Station Usage Agreement

The SNV comes about by acceptance of the offer presented by DB Station&Service AG. Acceptance can take place in writing or by way of an electronic transaction via the station portal pursuant to Clause 2 INBP Special Section, unless stated otherwise in special provisions of the INBP.

The SNV shall be concluded from the point in time at which the service is used.

### 4 Rights and obligations after concluding the Station Usage Agreement

4.1 On conclusion of the SNV, DB Station&Service AG undertakes to allow the use of its stations with the SNV and the INBP. The Access Party is obliged to pay the infrastructure usage charges agreed on the basis of the SNV and the INBP.

4.2 In the SNV, DB Station&Service AG and the Access Party shall inform each other of one or several persons or entities authorised to take binding operational decisions on their behalf within next-to-no time.

4.3 The use of the stations operated by DB Station&Service is subject to the following conditions in addition to the provisions already stipulated in Section 2 of this document:

a) The Access Party must be entitled to the said use pursuant to an SNV and the INBP.

b) Prior to commencing transport, the Access Party must provide DB Station&Service AG with proof that it has liability insurance - in compliance with the requirements of Sections 14 to 14 d AEG as amended from time to time - covering all claims which could arise - irrespective of the legal grounds. Changes to the existing insurance agreement must be reported to DB Station&Service AG straightaway.

c) The Access Party is responsible for the safety of his operations. This includes the following, among others:

■ The Access Party is required to observe the state of the art that applies to the use of the stations operated by DB Station&Service AG. The state of the art results among others from the operating regulations as amended. The operating regulations will be made available free of charge at [www.dbnetze.com/regelwerke](http://www.dbnetze.com/regelwerke).

Printed versions of the operating regulations are available from:

DB Kommunikationstechnik GmbH,  
Medien- und Kommunikationsdienste – Logistikcenter – Kundenservice,  
Kriegsstrasse 136, 76133 Karlsruhe,  
Tel.: +49 (0) 721 938 5965, Fax: +49 (0) 721 938 5509,  
Email: dzd-bestellservice@deutschebahn.com.

Information about current purchase prices for printed copies is available from DB Kommunikationstechnik GmbH.

- The Access Party vouches that the persons deployed by him (including employees of third parties) have the necessary qualification and knowledge (including possibly necessary local and route knowledge) and that these qualifications and knowledge shall be sustained during the term of the SNV, also in the framework of further training. Where the deployed persons are public company employees pursuant to Section 47 EBO, these must fulfil the requirements of the EBO and offer sufficient written and spoken proficiency in the German language.

## 5 Payment of the infrastructure usage charges

5.1 The charges to be paid by the Access Party pursuant to the provisions of the SNV and the INBP are to be paid in Euro and shall be invoiced together with the statutory value added tax in the currently valid amount.

5.2 Payments are to be transferred to a bank account stipulated by DB Station&Service AG at the cost of the Access Party. Where applicable, the reason for payment shall state both the corresponding invoice number and the accounts receivable notified to the Access Party on concluding the SNV.

5.3 DB Station&Service AG's receivables become due for payment on receipt and shall be paid within 14 calendar days of receiving the invoice. Invoicing shall take place retrospectively. The levying of advance payments pursuant to the provisions of No. 5.7 INBP-BT shall remain unaffected. Payment deadlines are deemed to have been met according to the receipt of payment on the account named in (5.2) above. Section 193 of the German Civil Code does not apply.

5.4 Objections raised by the Access Party to the invoiced charges shall be submitted in writing to DB Station&Service AG within six weeks of receiving the invoice. If objections are not submitted on time, the invoice is deemed to be approved; DB Station&Service AG shall draw attention to this point explicitly in the invoice. The Access Party's statutory claims shall not be affected in the case of justified obligations after the period.

## 6 Performance bonds

6.1 Access Parties – except for those referred to in Section 1(12) No. 2 a) and c) ERegG – must provide DB Station&Service AG with reasonable security where there are doubts as to the solvency of the Access Party. Corresponding doubt exists:

- a) if an Access Party has not paid any due receivables at all during a one month period,



- b) in the case of payment arrears amounting to a monthly charge according to the average of the last three months,
- c) in the case of negative information on creditworthiness from an authorised auditing and debt collection agency, indicating that the Access Party lacks sufficient creditworthiness in relation to the service applied for,
- d) if application has been submitted for insolvency proceedings on the Access Party's assets or
- e) in the case of other circumstances suggestive of poor creditworthiness, e.g. application for legal aid, declared refusal to pay (does not apply if a receivable from DB Station&Service AG is disputed resulting in conditional payment) or if there is no summonsable address or if no-one is available under a corresponding address on a permanent basis (longer than two weeks).

6.2 An appropriate performance bond, to be provided in advance, amounts to one monthly charge. For regular services, the amount of the performance bond is calculated according to the average monthly charge to be paid for the coming three months. With regard to occasional services, a performance bond is required in respect of the registered stops amounting to the station usage charge.

6.3 The bond can be provided by normal means, particularly as an irrevocable, unlimited absolute suretyship from a bank based in the European Union with a balance sheet total of at least 1 billion Euro. The bond can also be provided by means of a Group suretyship pursuant to sentence 1 insofar as there is no doubt regarding the solvency of the company standing surety pursuant to 6.1 a) to e).

6.4 If the Access Party fails to fulfil a written demand for a performance bond issued with due justification pursuant to No. 6.1 within a period of ten calendar days, DB Station&Service AG is entitled to refuse performance without notice until the performance bond has been provided. In derogation of this, the Access Party of stops for occasional services shall provide the performance bond within five banking days of receipt of a corresponding request. Where use is to take place prior to the expiry of five banking days, the performance bond must be provided by no later than the time of use.

6.5 The Access Party can avoid the need for a performance bond by making monthly advance payments. Advance payments are always made to the amount of the probable charges for a month. The amount of the probable charges for a month is calculated pursuant to No. 6.2. With regard to stops for occasional services, an advance payment must be made in respect of the registered stops amounting to the station usage charge. The advance payment shall be made at least five days before the corresponding counter-performance is due and shall be offset from the next invoice. Where there are fewer than five banking days between registration of occasional services and the due date for counter-performance, the advance payment must be made by no later than the due date for counter-performance. Proof of the advance payment must be provided by way of a transfer voucher at the request of DB Station&Service AG.

6.6 If the performance bond or advance payments are not submitted on time, DB Station&Service AG is entitled to refuse performance without notice until the performance bond or advance payment has been submitted.

6.7 Performance bonds shall be returned on request as soon as the prerequisites for the corresponding bonds have become null and void.

6.8 If the Access Party defaults after payment of the performance bond (Section 286 German Civil Code) and fails to fulfil his payment obligations straightaway after receiving a renewed payment reminder, DB Station&Service AG can obtain satisfaction from the performance bond (No. 6.3) without giving any further corresponding notice and assert its rights to payment of a further performance bond pursuant to No. 6.1. Otherwise DB Station&Service AG is entitled to demand advance payment pursuant to No. 6.5 insofar as the receivables are undisputed in amount and reason.

## 7 Default interest

In the case of payment default, the Access Party shall pay default interest amounting to nine percentage points above the basic interest rate stipulated by the European Central Bank and a lump sum of € 40 for each payment demand.

## 8 Liability

Each contracting partner is liable in accordance with the statutory provisions, unless stated otherwise in the INBP. The corresponding contract partner liable to pay compensation shall indemnify the other contracting partner and his employees from third-party claims.

## 9 Environmental hazards

9.1 The Access Party shall inform DB Station&Service AG's nearest control centre straightaway in the event of any harmful emissions in the context of the Access Party's operations process or if water pollutants leak into the ground from the Access Party's operating resources or if there is any risk of explosions, fire or other hazards to rail operations. Such notification does not affect the Access Party's responsibility to take immediate counter-measures and his statutory obligations (e.g. to inform the responsible police authorities, fire brigade etc.) If the hazardous situation pursuant to sentence 1 makes it necessary to evacuate stations or parts of stations, the Access Party shall bear the costs as infringer.

In fulfilling his obligations as infringer, the Access Party shall take all measures to eliminate the emitted environment pollutants if these were released in the course of his transport services, even through no fault of his own.

DB Station&Service AG is entitled to arrange for such measures to be carried out at the Access Party's costs as infringer, after previously granting the Access Party the possibility of proceeding with the measures himself within an appropriate period of time, unless there is imminent danger.

9.2. If DB Station&Service AG as infringer is exclusively liable for eliminating environmental damage caused by the Access Party, even through no fault of the Access Party, the Access Party shall bear the costs incurred by DB Station&Service AG. If claims are made under public or private law on DB Station&Service AG as owner or on one of its affiliated companies pursuant to Section 15 German Companies Act or on the Federal Republic of Germany (the railway as special asset of the Federal Republic of Germany) because of contamination caused by the Access Party, the Access Party undertakes to indemnify these without restriction from all costs of such claims. Otherwise subject to the statutory provisions.

## 10 Offsetting, withholding rights

The Access Party can only offset claims from receivables if his claims are final and conclusive, undisputed or ready for a verdict in favour of the Access Party.

The Access Party can only claim any withholding right if and insofar as the counterclaim is based on the same contractual relationship.

## 11 Transfer of contractual rights and duties

11.1 Subject to Section 22 ERegG, the Access Party may assign its rights and duties under the SNV to a third party only in accordance with the statutory provisions, following prior written notification of DB Station&Service AG and with the prior written agreement of DB Station&Service AG.

11.2 Transfer of the rights and duties of DB Station&Service AG to an affiliated company of DB Station&Service AG pursuant to Sections 15 et seq. German Companies Act is permissible without the consent of the Access Party when said affiliated company also operates as infrastructure manager.

## 12 Termination

12.1 The term of the SNV results from the SNV in conjunction with the INBP. The right to termination without notice for good cause remains unaffected.

12.2 Good cause applies for DB Station&Service AG in particular in the following cases:

a) if all approvals and certificates pursuant to No. 2 (c) are no longer verifiably available,

b) if the liability insurance pursuant to (4.3) above is no longer verifiably available,

c) if the Access Party fails to fulfil the written demand for a performance bond in the event of (6.1) above, notwithstanding the legal consequences stipulated in No. 6, within a period of 20 working days or fails to avert the need for a performance bond by making a monthly advance payment, or

d) if the Access Party fails to fulfil the ancillary obligations and the duties to take care stated in INBP-BT in spite of being issued two written reminders at appropriate intervals.

e) Where the right arising under an SNV, pursuant to Section 20 (1) in conjunction with Section 20 (3) ERegG, is not asserted within one month of the start of the working timetable period or the agreed start of use, due wholly or partly to reasons for which the Access Party is responsible, DB Station&Service AG may terminate the agreement with immediate effect in this respect. The Access Party that is subject to termination pursuant to Sentence 1, shall remain obliged to compensate for the loss caused by termination of the contract. In particular, it must pay DB Station&Service AG for the lost fees for use of the infrastructure. Section 43 (4) ERegG and Section 10a (1) in conjunction with Section 60 (2) ERegG shall remain unaffected.

12.3 Authorised users party to a current SNV at the point in time of publishing amendments to the INBP have the right to terminate this SNV from the point in time of publication of the INBP by observing one month's notice and taking effect after the amendment comes into force.

## **13 Data storage, data processing**

13.1 DB Station&Service AG is entitled to send data stated in the application documents or resulting from execution of the contract to insurance companies in the necessary scope in order to assess the risk and to settle insurance claims.

13.2 Furthermore, they are entitled to record general contractual, invoicing and performance data in databases, and forward said data to their employees if this is necessary for the use of the station.

13.3 In addition to this, they are entitled to forward data regarding the use of the stations used by the Access Party to other rail infrastructure companies if this is necessary for the invoicing of infrastructure services.

## **14 Mediation and arbitration**

In order to reach efficient, amicable settlement of any disputes arising from the SNV, also regarding its effectiveness, in the interest of both parties, DB Station&Service AG offers the contracting partner the possibility of concluding a mediation and arbitration agreement with DB Station&Service AG pursuant to the Annex to INBP-AT.

## **15 Miscellaneous**

15.1 The Access Party's general terms and conditions do not apply, unless DB Station&Service AG has given its explicit, written consent to their validity.

15.2 If and insofar as the written form is required by law, the SNV or the INBP, the electronic form shall not suffice to comply with the need for the written form.

15.3 Place of jurisdiction for all disputes between the parties, arising from or in connection with the interpretation or implementation of this contract, shall be Berlin.

## **Annex to the General Section of the Infrastructure Usage Conditions Passenger Stations**

### **Mediation and Arbitration Agreement**

(1) This mediation and arbitration agreement is concluded voluntarily by the parties to reach efficient, amicable settlement of disputes.

(2) In the event of all disputes arising from the SNV, also regarding its validity, the parties shall initially negotiate agreement with each other.

(3) If the parties cannot reconcile their differences of opinion within 30 days after beginning negotiations, they shall proceed with mediation pursuant to the Rules of Procedure of the Federal Association for Mediation in Business and Labour (BMWA). The same applies if negotiations have not commenced within 14 days of receiving the question of a party for amicable negotiations.

(4) If the parties fail to produce a mediation result, each party can initiate arbitration. If arbitration takes place, the disputes arising from this agreement, also regarding its validity, shall be finally settled pursuant to the rules of arbitration procedure of the German Institution for Arbitration (DIS), excluding any resource to the general courts of law.

The place of arbitration is Berlin.

There shall be three arbitrators.

German law shall be the governing substantive law. The arbitration procedure shall be conducted in German.

# Infrastructure Usage Conditions Passenger Stations (INBP)

## **Special Section**

# 1 Subject of the agreement/scope of services

**1.1** By signing the station usage agreement (hereinafter: SUA), DB Station&Service AG grants the Access Party permission to use the stations in order to provide the Access Party's own railway services in accordance with both the General and the Special Sections of these Usage Conditions.

**1.2** The rights of use granted to the Access Party upon the signing of the SUA include:

a) Use by the Access Party: The Access Party is granted the right to stop trains at the Stations in order for passengers to embark/disembark and to transport easily portable items (hand luggage), living animals and other items (carried loads) that passengers are allowed to take with them in carriages or store in the luggage van pursuant to the valid fares of the RU. A claim to usage exists only from the first date stipulated for this purpose in the contract. There is, in principle, a possibility of usage between the first and last stopping train for every working timetable on the relevant day of transport. There is also a possibility of usage following requests relating to ad hoc services insofar as these are effected on time by the Access Party pursuant to Clause 2.2.5 INBP-BT. The Station in question is thus open. Where the Access Party wants station usage for the purpose of carrying out test runs prior to the first contractually agreed transport day, DB Station&Service AG must be notified of this in good time. DB Station&Service AG is entitled to demand the conclusion of a separate agreement regarding station usage for trialruns.

b) Usage by customers and employees of the Access Party: the customers and employees of the Access Party have the possibility,

- of being present on the publicly accessible station premises in order to board or leave a train and to perform all activities involved in railway operations,
- to make use of the available services in each case,
- to enter all facilities made available to the public.

c) Usage by third parties contracted by the Access Party to provide railway transportation services. Third parties may be present on the station premises in order to perform their services for the Access Party. Separate agreements are required for any further types of usage.

**1.3** The stations that may be used and the number of train stopping points covered by granting usage are indicated in the corresponding SNV.

**1.4** The SNV regulates the granting of usage for regular train services for a timetable year and the granting of usage for non-regular services for the specific days of service.

**1.5** Usage of the stations is only permitted for the contractually agreed usage purpose in the normal operational scope. Separate agreements must always be reached for any usage going beyond the normal operational scope. The prior consent of the contacts named in the SNV must be obtained if the Access Party intends to deviate from this even only in the short term.

**1.6** DB Station&Service AG has classified the stations in various different categories. At stations of any specific category, DB Station&Service AG offers the Access Party at least the category- specific basic services stated in Annex 1 of the INBP-BT. The equipment available in the stations is set out in Clause 3 INBP-BT.

In addition, at selected stations DB Station&Service AG offers the Access Party additional services pursuant to Annex 1 Section III. In this respect, DB Station&Service AG works on the basis of passenger volumes, the local circumstances of the station and the corresponding

platform. The Access Party does not have any legal warranty or legal claim to these additional services.

At the Access Party's request, agreements can be reached on services going over and beyond the current offer and on the corresponding charges. These can be found at the following link: [www.deutschebahn.com/nebenleistungen-personenbahnhoefe](http://www.deutschebahn.com/nebenleistungen-personenbahnhoefe).

## 2 Special access prerequisites/capacity allocation

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### 2.1 Applications

2.1.1 The submission of an offer to conclude an SNV requires the request by the Access Party in accordance with this section and the requirements set out in Clauses 2 and 3 of the INBP-AT. The request is made either by the RU as Access Party pursuant to Section 1(12) No. 1, 1st alternative ERegG or by an Access Party pursuant to Section 1(12) No. 1, 2nd alternative or Section 1 (12) No. 2 ERegG.

2.1.2 If the RU or the Access Party use stations without first entering into a written agreement or Station portal agreement regarding said use, and the reasons for the failure to conclude such an agreement are outside of DB Station&Service AG's sphere of influence (illicit use), in addition to the applicable usage charge, the RU that is using the stations illicitly will be subject to an additional lump sum fee of €100 for each use of the station for which a written SUA or station portal agreement should have been concluded.

2.1.3 This does not apply for stopping points where it is objectively impossible or not reasonable for the railway undertaking to submit application on time.

### 2.2 Requirements for station usage applications

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2.2.1 Applications for station usage takes place exclusively via the web-based station portal on the internet at [www.deutschebahn.com/stationsportal](http://www.deutschebahn.com/stationsportal). The structure and functionalities of the station portal are specified in a user manual which is available on the internet at [www.deutschebahn.com/stationsportal](http://www.deutschebahn.com/stationsportal).

2.2.2 Station usage applications for the respective upcoming working timetable period that are not made in connection with ad hoc services must be submitted immediately after conclusion of the train path usage agreement, but no later than 15 October, and must contain the following data, hereinafter referred to as mandatory data:

Every DB network customer number and timetable year - "train-related" information such as train number, transport period, (begin and end), transport volume (local rail passenger transport services (SPNV) within the meaning of Section 36 (2) No. 2 ERegG/long-distance rail passenger transport services (SPFV) (cf. Clause 5)), departure station, destination station and - where applicable - intermediate destinations or via stations (if operated by DB Station&Service AG), day-of-service rule.

For station stops during non-regular services the following data must be submitted as part of the application: departure time, arrival time, details of the type of stop, steam train. In addition, further optional information may be submitted in applications for station stops for the annual timetable and for non-regular services.



2.2.3 DB Station&Service AG will request the Access Party to submit any missing mandatory data without delay. The Access Party is obliged to provide the corresponding information within three working days of receiving the request. If the Access Party fails to send the information within this period, DB Station&Service AG shall consider the application to have not been submitted on time.

2.2.4 Applications for request stops shall be treated as applications pursuant to No. 2.2.2.

2.2.5 Applications for non-regular services should be received by DB Station&Service AG, via the station portal, as a rule 18 working days (Monday to Friday) before the planned day of service. DB Station&Service AG is only obliged to produce a special timetable poster and to provide other category-specific basic services if the SNV was concluded at least three working days (Monday to Friday) before the planned day of service and all the mandatory data listed in (2.2.2) and the timetable-relevant data listed under Clause 4.1.3 have been received by the application deadline.

2.2.6 Where application via the station portal is not possible due to technical breakdown, the Access Party may, in derogation of Clause 2.2.1 INBP Special Section, use email, fax or writing. A technical failure shall not mean a malfunction in the technical equipment of the Access Party. The corresponding standard application forms can be downloaded from [www.deutschebahn.com/stationsportal](http://www.deutschebahn.com/stationsportal).

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## **2.3 Contract offer from DB Station&Service AG**

2.3.1 As far as possible, DB Station&Service AG shall grant all applications for the usage of the stations. In the case of punctually submitted applications for the network timetable, at the latest four weeks before the annual timetable change in December the Access Party shall receive an offer from DB Station&Service AG to conclude an SNV, with an offer validity period of four weeks. The offer can be accepted by the Access Party in writing or by way of electronic transaction via the station portal. DB Station&Service AG is entitled to refuse the application if acceptance of the offer is not received within the four-week period referred to in sentence 2.

2.3.2 Where applications for stops in non-regular services are made via the station portal, the station usage contract will be concluded, in derogation of Clause 3 INBP General Section, exclusively by electronic transaction via the station portal. In the case of punctually submitted applications for non-regular services, at the latest five days after receiving the complete application the Access Party shall receive an offer via the station portal from DB Station&Service AG to conclude an SNV, with an offer validity period of five days. In the case of short-notice applications for non-regular services, the Access Party shall receive the offer immediately. In the case of applications for non-regular services referring to the subsequent network timetable period, in deviation to sentence 1 the Access Party shall receive an offer to conclude an SNV at the latest four weeks before the annual timetable changeover in December.

2.3.3 Where acceptance of the offer from DB Station&Service AG to conclude a station usage contract via the station portal is not possible due to technical breakdown, the Access Party and DB Station&Service can also, in derogation of Clause 2.3.2 INBP Special Section, conclude the contract by email, fax or in writing. A technical failure shall not mean a malfunction in the technical equipment of the Access Party.

## 3 Infrastructure description

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### 3.1 Information about the stations

3.1.1 DB Station&Service AG will notify the Access Party via the internet under [www.deutschebahn.com/ausstattung-personenbahnhoeefe](http://www.deutschebahn.com/ausstattung-personenbahnhoeefe) about the specific services and features of the facilities in the relevant stations (including platform heights, structural length of platforms, seating, weather protection, dynamic traveller information, service staff) and under [www.deutschebahn.com/zugangsregelungen](http://www.deutschebahn.com/zugangsregelungen) about the access regulations for disabled people and people with restricted mobility. Where stations have lifts and escalators, permanent availability of lifts and escalators is not guaranteed. The "Station Live" app at [www.bahnhof.de/bahnhof-de/ueberuns/db\\_bahnhof\\_live.html](http://www.bahnhof.de/bahnhof-de/ueberuns/db_bahnhof_live.html) provides up-to-date information about the availability of lifts.

3.1.2 For the purposes of these Usage Conditions, the term 'passenger platform' includes all platforms with and without structures, their lighting, the tactile guidance system on the platform, and the access path to the platform. The access paths serve to enable passengers to access the platform. The term 'access paths' includes permanent paths and ramps, and the existing steps, escalators and passenger lifts that provide direct access to the platform. Furthermore, the existing lighting and tactile guidance systems that are provided on the access paths for passengers with limited mobility are also classed as part of the access paths.

3.1.3 Information about the operationally effective length of the platforms in the stations, which is determined based on the locations of the signals (effective platform length), is made available to the Access Party by the corresponding track infrastructure manager.

3.1.4 DB Station&Service AG reserves the right to make future changes to the infrastructure and a corresponding amendment to the infrastructure specification set out under [www.deutschebahn.com/ausstattung-personenbahnhoeefe](http://www.deutschebahn.com/ausstattung-personenbahnhoeefe).

3.1.5 DB Station&Service AG shall inform the Access Parties without delay about any construction work planned for in the stations at short notice and the resulting restrictions or changes.

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### 3.2 Infrastructure maintenance, construction work

3.2.1 DB Station&Service AG is entitled to perform all necessary construction work for extension and upgrading together with maintenance work to the stations. This also includes new construction. In doing so, the interests of the Access Party shall not be impaired more than necessary.

3.2.2 DB Station&Service AG shall inform the Access Party about any planned construction work at the latest three months in advance. Execution of the construction work shall be discussed in advance with those Access Parties operating services in the annual timetable and those who have shown an interest in non-regular services in the areas affected by the construction and maintenance work. Such discussion aims to provide the major factors and aspects relevant to the decision, while hearing those affected and reconciling the various interests. Authorised users submitting applications for station usage after the corresponding session shall be informed about the results. DB Station&Service AG is responsible for keeping records of correct compliance with these prerequisites.

3.2.3 DB Station&Service AG is not liable to compensate the Access Party (e.g. compensation for any costs incurred by the Access Party for the provision of replacement transport services) for any operational disruptions caused by necessary construction/maintenance work carried out pursuant to (3.2.1) about which the Access Party could not be notified at least three months in advance due to their urgency, or as a result of any construction work pursuant to (3.2.2).

Sentence 1 does not apply if the operational disruptions cause personal injury or result from wilful intent or gross negligence. Nor does the disclaimer apply in the event of breach of material contract obligations whose fulfilment makes correct implementation of the SNV possible in the first place and where the Access Party regularly and justly relies on corresponding compliance. In this case, compensation claims are limited to the foreseeable typical damage. Otherwise liability pursuant to the statutory provisions shall remain unaffected.

3.2.4 The Access Party has no claim to structural alterations to the infrastructure.

## 4 Rights and duties

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### 4.1 Traveller information

#### 4.1.1 General

DB Station&Service AG reserves the exclusive right to inform passengers dynamically (visually and/or acoustically), depending on the technical equipment in the relevant station, about the current position and operational situation of the Access Party's trains as well as about replacement and emergency bus services, based on the data which it has available.

#### 4.1.2 Data transfer

For the purposes of traveller information, including the creation of the timetable notice, the Access Party must supply data to a data transfer interface which will be provided by DB Station&Service AG or by a service provider commissioned by DB Station&Service AG and appointed to the RU.

#### 4.1.3 Timetable-relevant data

The Access Party must supply the data in accordance with the following provisions, hereinafter referred to as timetable-relevant data by 15 October of each calendar year:

- Times: departure time, arrival time, waiting time per station stop
- Track disclosures
- Route information: departure station, destination station, direction station, interim stops, via stations, stopping stations (remaining journey)
- Train information: train type (abbreviation and full name), train number (also operational train number if different from service/transport-related train number, train length (carriage train length plus traction unit) over buffers (stated precisely in metres with two decimal places); days of service, details of the type of stop (if only for boarding and alighting), order of train portions in the case of trains that divide en route, through carriages with destination and days of service, on provision of timetable-relevant data, a "model" feature/attribute must also be supplied for adjustments due to construction.
- Designation of one or more persons or offices that are authorised to make or accept legally binding declarations on behalf of the Access Party and provide required information

- Information about disabled access and disabled compartments.

The Access Party also has the possibility of supplying the following data, referred to hereinafter as discretionary data:

- Train information: route number (e.g. RE3, OE60); class, train name, supplement information, transport association information
- Train services: train restaurant, bicycle compartment, first-class section
- Train formation: carriage sequence, block formation.

#### 4.1.4 Current operating situation

For the purposes of guaranteeing traveller information, the Access Party shall ensure that DB Station&Service AG is at least provided with the following information via the data interface referred to under Clause 4.1.2, in good time prior to departure of the train:

- Deviations from timetable-relevant data: arrival and departure times for every station and route of train with all train stops; operation of replacement and emergency bus services
- Special aspects, e.g. unusually high passenger volumes, passengers needing special assistance.

The Access Party is also entitled to forward any available data on the position and operational situation of trains, as well as about replacement and emergency bus services, via the data interface referred to under Clause 4.1.2.

Where the Access Party and the track operators both transmit changes to the platform details provided pursuant to Clause 4.1.3, the data transmitted by the track operator shall be authoritative for the purposes of traveller information. Where, for certain stations, the track operator fails to provide DB Station&Service AG with any data on platform changes, the RU will provide DB Station&Service AG with data about platform changes at these stations, via the data transfer interface.

4.1.5 In stations in which DB Station&Service AG is not actually informed about the current train and operating situation or about replacement and emergency bus services, the railway undertaking/Access Party is entitled to provide information about the current train and operating situation of their own trains and about their own replacement and emergency bus services. A licensing contract must be concluded with DB Station&Service AG in this regard.

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## 4.2 Traveller count

The Access Party shall provide DB Station&Service AG with passenger counting results or qualified estimates of passenger figures (number of passengers embarking and disembarking from all trains of the Access Party) per day (broken down into Mondays to Fridays, Saturdays and Sundays and bank holidays) and station, free of charge once a year, at the latest by 30 June. Please use the appropriate format for this which can be downloaded at the following link: [www.deutschebahn.com/stationsnutzung](http://www.deutschebahn.com/stationsnutzung). These data are necessary for dimensioning infrastructure systems, complying with the safety regulations, approval procedures from fund providers and for working out the classification of the individual stations in the station categories.

In addition to this, on 30 June of every third year (initially on 30 June 2017), Access Parties shall inform DB Station&Service AG in writing of the number of passengers embarking and disembarking and the number of passengers in the train (train occupancy), per train (train number), for underground passenger transport facilities and above-ground passenger transport facilities in platform halls, in order to ensure sufficient quantity planning for the station infrastructure for building projects in accordance with the existing passenger numbers and to ensure safety in the event of fire or evacuation during regular service. The figures must be

subdivided according to whether they apply to Monday to Friday, Saturdays or Sundays/Bank Holidays. The scheduled arrival and departure time must be indicated.

For above-ground Stations and platform halls, the maximum number of passengers embarking and disembarking and the maximum train occupancy must be provided on request for defined building projects, irrespective of train, time of day and weekday, per platform edge, on the basis of passenger counting results or qualified estimates of passenger figures.

DB Station&Service AG will treat the data which it receives as confidential.

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### **4.3 Total failure of lighting**

Complete failure of the platform lighting on platforms used by the Access Party must be reported by the Access Party's train crew immediately to the corresponding Triple-S Centre of DB Station&Service AG. To this end, DB Station&Service AG shall provide the Access Party with a list of the Triple-S Centres together with the corresponding phone numbers.

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### **4.4 Information duties in the event of disruptions to operations**

4.4.1 The Access Party shall inform the corresponding Triple-S Centre immediately about major disruptions/delays in train movements not originating from DB Station&Service AG's area of responsibility.

4.4.2 DB Station&Service AG shall inform the Access Party immediately about major disruptions originating from DB Station&Service AG's area of responsibility. Furthermore, DB Station&Service AG shall forward all available information relevant to operations to the Access Party, without assuming any responsibility for third-party information.

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### **4.5 Deviations from agreed stops**

Deviations from the stops stipulated in the SNV for reasons outside DB Station&Service AG's area of responsibility are part of the general operating risk and are at the costs and risk of the contracting partner affected in each individual case. They do not entitle the contracting partner to refuse his contractual rights and obligations. Contractually agreed service quantities (train stops) are always subject to the corresponding charges, unless the deviations originate from DB Station&Service AG's area of responsibility. Exemption of the contracting partner from his obligation to make counter-performance is subject to the generally valid regulations under civil law.

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### **4.6 Services in stations**

4.6.1 DB Station&Service AG reserves the exclusive right to provide passengers with manned services in the stations (see Annex 1 INBP-BT). In doing so, DB Station&Service complies with the following quality criteria for its service staff:

- Physically fit and able;
- Adequate knowledge of the German language; foreign language skills are an advantage;
- Knowledge of the local surroundings, accident prevention regulations and other pertinent regulations;
- Conflict management capabilities;
- First aid qualification pursuant to Section 10 Health and Safety Act (ArbSchG) and Section 21 of the Seventh Book of the German Social Code (SGB VII);

- Capable of using communication media (e.g. mobile phones, voiceradio);
- Knowledge of operational contexts (cooperation with Triple-S Centres and other organisational units of DB Station&Service AG);
- Knowledge for dealing with rail replacement services and emergency bus services and
- Ability to handle the station's technical equipment (e.g. wheelchair platformlift).

The staff wear suitable uniform to make them clearly identifiable as employees of DB Station&Service AG respectively correspondingly contracted service providers. The deployed service staff should have a groomed appearance on the job.

No tattoos should be visible. In addition, the staff should wear an accurate watch. The service staff should be able to provide simple information about the timetable, the particular town/city and about the services available in the stations.

4.6.2 At stations where DB Station&Service AG does not provide its own manned services, it offers individual manned services to all Access Parties on request (issuing delay certificates, embarking and disembarking assistance for passengers with reduced mobility, other assistance for passengers) for a separate charge set out in the DB Station&Service AG price list for manned services over and above the basic services covered under the station price scheme (this can be downloaded at [www.deutschebahn.com/kundenservice](http://www.deutschebahn.com/kundenservice)). If the Access Party does not make use of this offer, it may provide these services on its own according to the quality criteria stipulated under (4.5.1). A corresponding agreement shall be drawn up in each case with DB Station&Service. The Access Parties shall inform DB Station&Service AG in advance when deploying any of their own personnel. The corresponding personnel are subject to the operational instructions issued by DB Station&Service AG.

4.6.3 Responsibility for the handling of the train lies with the RU.

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## 4.7 Steam trains

Steam trains are not allowed to use underground passenger transport facilities. Stations whose roofs are equipped with smoke alarms may only be used by steam trains if these have been announced specially in advance and the Access Party has explained in writing that it will assume all the additional costs incurred with the arrival and operation of the steam train, together with any damage possible suffered by DB Station&Service AG. This shall not affect the exclusion of steam trains from stations in accordance with the directives of the track infrastructure management in the context of contingency management and fire safety. DB Station&Service AG provides information about stations affected in this way on the internet at [www.deutschebahn.com/gelegenheitsverkehr](http://www.deutschebahn.com/gelegenheitsverkehr).

## 5 Charging principles

The Access Party is obliged to pay a station charge for the agreed use of the stations. The station charge is divided into a user charge for the passenger platform including the access paths leading to it and a user charge for the passenger station. Where actual scope of use exceeds the agreed scope, an additional charge shall be imposed in respect of the additional actual use. In principle, the Access Party shall pay at least the contractually owed scope of charges resulting from the application. Notwithstanding Clause 4.5 sentences 3 and 4 of the INBP Special Section, a reduced station charge amounting to 95% of the charge for actual utilisation shall be payable for any station capacities not utilised due to reasons for which DB



Station&Service AG is not responsible.<sup>1</sup>

With respect to the station charges, under the requirements of the German Railway Regulation Act (ERegG), a distinction is made between the transport segment within the meaning of Section 36 (2) No. 2 ERegG and long-distance rail passenger transport services (SPFV). In the INBP, SPFV is used as a general term for all other transport services which do not fall under Section 36 (2) No. 2 ERegG.

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## **5.1 Calculating station charges for transport services pursuant to Section 36 (2) No. 2 ERegG**

### **5.1.1 Formation of station charges according to price categories and annual adjustment**

Station charges for transport services within the meaning of Section 36 (2), No. 2 ERegG are based on price categories. In the case of stations which first came into operation after 2017, the price category depends on the class to which the station is assigned under Clause 5.1.3. The price category of the relevant station corresponds to the class to which the station was assigned in 2017.

Station charges for the use of stations by regional and local rail passenger transport services (SPNV) and other passenger transport services under a public service contract (Section 36 (2), No. 2 ERegG) are calculated as follows:

The charges for the use of the passenger platforms including the access paths leading to these (railway facility) and for the use of the passenger stations (service facility) that were valid for each respective station in the calendar year 2021 as of 1 January 2021 shall be adjusted annually in accordance with Section 37 (2) sentence 2 ERegG and Section 37 (3a) ERegG. The two sets of charges together form the station charge. The result of this adjustment is the station charge to be paid for the use of the respective station, which shall apply from 1 January 2022 and shall be adjusted annually in subsequent years in accordance with Section 37 (2) sentence 2 ERegG and Section 37 (3a) ERegG.

Station charges for the relevant station in the relevant area of the commissioning body are grouped into price categories depending on their level. The price category to which the relevant station has been assigned is shown in the summary in Annex 3. The relevant charge is shown in the summary in Annex 4. Station charges are valid for one calendar year in each case.

### **5.1.2 Adjusting station charges in the case of deviations from the rate of change in regionalisation funds**

Under Section 37 (3) ERegG and Section 37 (3a) ERegG, the relevant station charge shall deviate from the amount specified under Clause 5.1.1 where a diverging agreement on the amount of the charges has been concluded between DB Station&Service AG and a local authority or a contracting authority in regional and local rail passenger transport within the meaning of Section 1 (30) ERegG.

### **5.1.3 Calculating station charges for transport services pursuant to Section 36 (2) No. 2 ERegG for the use of newly operational stations**

The price category of the station charge for use of stations, which first came into operation by DB Station&Service AG as from working timetable period 2017/2018, depends on the relevant class and the relevant area of the commissioning body, to which the newly operational station has been assigned. The station charge thus determined is adjusted annually in accordance with Clauses 5.1.1 and 5.1.2.

The following system is used to classify the newly operational stations:

Under the classification pricing model, seven classifications have been defined nationally.

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<sup>1</sup> Clause 5 para. 1 sentence 5 INBP-BT has been inserted subsequent to a resolution made by the Federal Network Agency on 17 December 2021 and deemed immediately enforceable (Ref. BK10-21-0355\_Z). This resolution is not final and absolute. Likewise, several cases of legal action taken against the reduction of the charge to 95% of the regular station charge in the context of the 2021 and 2022 charge approvals are pending. Depending on the final court decisions, the provision in Clause 5 para. 1 sentence 5 INBP-BT may become ineffective.

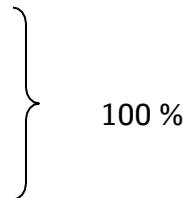
Newly operational stations of DB Station&Service AG are assigned to one of the seven classifications in the relevant area of the commissioning body.

## I. General allocation system

The classification of newly operational stations takes place based on the segments infrastructure, importance for traffic and facilities. Taking the cost aspects into account, these segments are given the following percentage weighting:

A infrastructure	40 %	} 100 %
B transport significance	40 %	
C features	20 %	

In turn, these three segments are each divided into two elements, again weighted as a fixed percentage:



The following should be taken into account with regard to the six elements:

- A1: What counts is the number of platform edges provided by DB Station&Service AG for passenger services. As far as limit values are concerned, it is defined that the smallest stations usually have just one platform edge, while large high-cost stations with significant infrastructure have more than 7 platforms (from 15 platform edges), with iterative individual sub-levels.
- A2: What counts is the longest platform edge (structural length) available in a station. The limit values result from the standard platform lengths coordinated with the Federal Railway Authority, which are grouped into levels.
- B1: This is based on the maximum numbers of embarking and disembarking passengers reported by the Access Parties on a weekday. The reports are submitted pursuant to 4.2. The main key points of classification are the limit values of level 1 (low transport significance), level 3 (passengers are warned of high-speed trains) and level 4 (principle of disabled facilities), with iterative other limit values.
- B2: This is based on the actually made train stops (actual stops) of the last completed timetable period, including terminal stops. The limit values are derived from calculated usage frequencies in regular service. Up to 10 trains/day corresponds to usage of up to 1 train/direction in a period of more than 3 hours during regular service hours (6 a.m. to 9 p.m.). Level 2 (up to 50 trains/day) presumes a usage frequency of more than 30 minutes per direction, level 3 (up to 100 trains/day) presumes a usage frequency of more than 20 minutes per direction, level 4 (up to 500 trains/day) presumes a usage frequency of about 4 minutes per direction, level 5 (up to 1,000 trains/day) presumes a usage frequency of about 2 minutes per direction and level 6 (more than 1,000 trains/day) presumes that usage is more frequent than 1 train/direction in a period of up to about 2 minutes.
- C1: What counts is the presence of lifts and/or escalators, regardless of the quantity.
- C2: What counts is the presence of a stationary manned service, regardless of the actual details (e.g. DB Information, temporary service).



The six elements (A1 – C2) provide the basis for categorisation.

In the next step, the elements (A1 – C2) are divided into levels, classified according to the element characteristics (e.g. number of platform edges, number of train stops) according to defined limit values. A certain number of levels is defined for each of the six elements. Using these levels, so-called "multiplier factors" (MPF) are defined mathematically. The multiplier factors are defined by dividing the weighting of an element by the number of its levels.

The individual levels and multiplier factors of the elements are shown below:

$$\text{MPF} = \text{weighting} \div \text{number of levels}$$

Number of platform edges:

1 edge	= level 1	
2 edges	= level 2	
3 to 4 edges	= level 3	
5 to 9 edges	= level 4	
10 to 14 edges	= level 5	
from 15 edges	= level 6	MPF = 20 / 6 = 3.333

Maximum platform length:

up to 90 metres	= level 1	
90.01 metres to 140.00 metres	= level 2	
140.01 metres to 170.00 metres	= level 3	
170.01 metres to 210.00 metres	= level 4	
210.01 metres to 280.00 metres	= level 5	
from 280.01 metres	= level 6	MPF = 20 / 6 = 3.333

Number of passengers:

up to 49 passengers/day	= level 1	
50 to 299 passengers/day	= level 2	
300 to 999 passengers/day	= level 3	
1,000 to 9,999 passengers/day	= level 4	
10,000 to 49,999 passengers/day	= level 5	
from 50,000 passengers/day	= level 6	MPF = 20 / 6 = 3.333

Number of train stops:

up to 10 stops/day	= level 1	
11 to 50 stops/day	= level 2	
51 to 100 stops/day	= level 3	
101 to 500 stops/day	= level 4	
501 to 1,000 stops/day	= level 5	
from 1,001 stops/day	= level 6	MPF = 20 / 6 = 3.333

Barrier-free access

not available	= level 0	
available	= level 1	MPF = 5 / 1 = 5

Element Service-Personal:

not available	= level 0	
available	= level 1	MPF = 15 / 1 = 15

## II. Concrete classification of a newly operational station

In order to classify a newly operational station, the specific characteristics of the six elements of this station (e.g. specific number of platform edges, maximum platform length, specific number of train stops (stops by departing and terminating trains)) are determined based on the transportational task. Based on these values, the available elements are assigned to the corresponding class.

This is followed by multiplying the ascertained station-specific level with the corresponding multiplier factors for each of the six defined elements. This computation produces six results. The six results are added, leading to a basic categorisation number.

Finally, defined limit values are used for allocation of a station to one of the seven categories. The aim of the defined and iterative limit values is to achieve an appropriate quantity-related allocation of comparable stations. These limit values are as follows:

### Basic categorisation number:

100.00 to 90.01	= category 1
90.00 to 80.01	= category 2
80.00 to 60.01	= category 3
60.00 to 50.01	= category 4
50.00 to 40.01	= category 5
40.00 to 25.01	= category 6
< 25.01	= category 7

Category-specific basic services are offered in each category in accordance with Annex 1 to the INBP-BT. The concrete classification of the newly operational station and the relevant price class is shown in the station price list as amended from time to time.

Allocation of the station to the relevant area of the commissioning body depends on the geographical location of the station.

The station price list is published before coming into effect, on the internet at [www.deutschebahn.com/stationspreisliste](http://www.deutschebahn.com/stationspreisliste).

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## 5.2 Station charges for long-distance rail passenger transport services (SPFV)

In order to ensure that DB Station&Service AG can cover the costs of providing the services in accordance with Section 32 (1) ERegG and Section 31a (2) sentence 2 in conjunction with Section 36 (1) ERegG while also making appropriate profit and/or including the surcharges permitted by law in each case, the station charges for long-distance rail passenger transport services shall be determined based on the costs of the stations plus a standard contribution margin percentage pursuant to Section 32 (1) ERegG (passenger station) and/or based on the costs pursuant to Section 34 (3) ERegG plus a surcharge pursuant to Section 36 (1) ERegG (passenger platform including the access paths leading to it), unless these costs are already covered by the charges as provided in Clause 5.1.

The costs taken into account are the costs of the passenger platforms and the access paths leading to them as well as all other costs attributable to the passenger station. Station pricing does not take account of the proceeds and costs arising from the hiring and leasing of station areas/ reception buildings.

The station charges are established on a regional basis according to the areas of the SPNV-commissioning bodies. The basis for pricing is the allocation of the train stops to station classes pursuant to the system contained in Clause 5.1.3.

The prices are determined on the basis of cost references that are specific to class and commissioning body.

Station charges in long-distance rail passenger transport are determined on the basis of the charges in long-distance rail passenger transport for each class and area of the commissioning body (taking account of the transport service factor) in 2017. These charges shall be dynamised in a uniform manner in accordance with the average price increase resulting from Clauses 5.1.1 and 5.1.2 and are valid from 1 January 2022. The relevant charge is shown in the summary in Annex 4.

DB Station&Service AG reserves the right to adjust station charges mid-year where there is a change to the provisions of railway regulations or in the event of regulatory measures relating to pricing in stations. The INBP provisions relating to annual pricing (Clause 5.1 INBP Special Section) shall apply mutatis mutandis in the case of mid-year price changes.

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### **5.3 Evidence for transport services within the meaning of Section 36 (2) No. 2 ERegG**

(1) A transport service corresponds to transport within the meaning of Section 36 (2) No. 2 ERegG if it is a regional or local passenger rail service or other passenger transport service within the framework of a public service contract.

(2) A transport service within the meaning of Section 36 (2), No. 2 ERegG is presumed to exist where the transport service is one which is operated in the public interest within the meaning of Sections 4 and 2 Regionalisation Act (as amended on 23.12.2016) ("ordered transport services"). This also includes transport services which are provided as a supplement to ordered services, provided they have at least approximately equivalent operating parameters (itinerary, distance between stops, rolling stock deployed) and that corresponding tariffs apply to those trains.

(3) Where the transport service is not operated in the public interest within the meaning of Sections 4 and 2 Regionalisation Act (as amended on 23.12.2016), there is a presumption that the transport service is a long-distance passenger transport service. This presumption is rebutted where the transport service is proven to be a generally accessible public transport service for the carriage of passengers and, in most cases, the means of transport does not exceed a total distance of 50 kilometres or total travelling time of one hour (cf. Section 2, sentence 2 ERegG).

(4) The burden of proof of the existence of a transport service within the meaning of Section 36 (2), No. 2 ERegG shall be borne by the RU. DB Station&Service AG may, in justified cases, request the RU, that has requested stops for a transport service within the meaning of Section 36 (2) No. 2 ERegG, to demonstrate and prove, without delay, that the requested stops do in fact constitute a transport service within the meaning of Section 36 (2), No. 2 ERegG. Proof may be provided by way of a written confirmation by the commissioning body that the transport service under sub-clause 4 is one which is operated in the public interest within the meaning of Sections 4 and 2 Regionalisation Act (as amended on 23.12.2016) or by way of appropriate proof of the proportion of passengers using the SPNV, e.g. by representative surveys of customer behaviour.

(5) Where details of contractual agreements are made known to DB Station&Service AG in the course of proving the conditions set out in sub-clause 4, DB Station&Service AG undertakes to treat them as confidential and to use them exclusively for the purpose of defining the transport services. The same applies to transport data used to prove that the requirement under sub-clause 4 has been met.

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### **5.4 Station charge**

(1) The station charge payable by the Access Party, which is made up of the charge for the use of the passenger platforms including the access paths leading to these and the charge for the

use of the passenger stations, is calculated by taking the station charge for the relevant type of transport and station, as published in the station price list (Annex 4) at the time of the relevant use, and multiplying it by the number of stops.

(2) The charge refers to granting usage for every departing train that had a service stop at the station. A service stop permits the embarkation and/or disembarkation of passengers, regardless of whether embarkation and/or disembarkation actually occurred. The train is defined by its train number. Trains stops at destination stations (end stops) are excluded from the calculation of the station charge.

(3) The charge for using the individual station is invoiced to the Access Party on non-discriminating terms. No discounts or price reductions are granted.

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## 5.5 Incentive to reduce disruptions and enhance performance

The incentive system refers to the category-specific basic services pursuant to Annex 1 of the INBP-BT. During necessary construction and maintenance work pursuant to No. 3.2.1, the incentive system does not apply to the affected stations. This shall not affect the validity of No. 3.2.3.

The following discounts are only granted if notification from the Access Party is received by the corresponding Triple-S Centre pursuant to Annex 4 of the SNV immediately after ascertaining the disruptions. No discount is granted if DB Station&Service AG has provided substitute measures to compensate for the disruption, in the form of suitable technical or personnel measures.

Claims arising from the incentive system can only be asserted on the basis of a valid SNV and punctual application pursuant to No. 2.2.2 or 2.2.4.

Similarly, the incentive system shall not apply if the initiated measures cannot be implemented because of Acts of God.

Incentives to reduce disruptions and enhance performance:

- In the event of partial failure of the platform and access area lighting (min. 30%), insofar as this refers to DB Station&Service AG installations with notification by the Access Party to the corresponding Triple-S Centre and a fault elimination period for DB Station&Service AG of one working day, DB Station&Service AG grants the Access Party a discount of 10% on the station price for the period of disruption exceeding the fault elimination period at the affected station for stops only during the lighting periods on the affected platform. Discount-relevant lighting periods are as follows:

spring	01.04. - 30.04.	→	8 p.m. to 6 a.m.
summer	01.05. - 31.08.	→	9 p.m. to 5.30 a.m.
autumn	01.09. - 31.10.	→	7 p.m. to 6 a.m.
winter	01.11. - 31.03.	→	5 p.m. to 7 a.m.

- In the event of total failure of the platform and access area lighting (min. 30%), insofar as this refers to DB Station&Service AG installations with notification to the corresponding Triple-S Centre pursuant to Clause 4.3, DB Station&Service AG grants the Access Party a discount of 25% on the station price for the period of disruption exceeding the period of four hours at the affected station for stops only during the discount-relevant lighting periods on the affected platform.
- In the event of defects in the surfaces of platforms and access areas, insofar as this refers to DB Station&Service AG installations, such as inadequate paving or subsidence in the platform surfaces resulting in an acute risk of injuries, with notification by the Access Party to the corresponding Triple-S Centre and an initial fault elimination period of one working day for DB Station&Service AG, DB Station&Service AG grants the Access Party a discount of

15% on the station price for failure to safeguard the defect exceeding the fault elimination period at the affected station for stops at the affected platform.

- In the event of failure to clear snow from the platforms and access areas, insofar as this refers to DB Station&Service AG installations, with notification by the Access Party to the corresponding Triple-S Centre, DB Station&Service AG grants the Access Party a discount of 15% on the station price for disruption exceeding the clearance time at the affected station for stops at the affected platform. Provision of the service refers to the effective length of the platform in the width of the danger zone affected by the passage speed plus a walking width of 0.80 m. The effective length is based on the longest train in the usage featured in the application from the Access Party. The discount-relevant clearance times are Mondays to Saturdays from 7 a.m. to 8 p.m. and Sundays/bank holidays from 8 a.m. to 8 p.m.
- In the event of a lack of timetable posters at a platform (missing, incorrect or illegible) in compliance with the stipulations in Annex 1 Timetable posters of the INBP-BT and with notification by the Access Party to the corresponding Triple-S Centre with a fault elimination period for DB Station&Service AG of one working day, DB Station&Service AG grants the Access Party a discount of 10% on the station price for the period of disruption exceeding the fault elimination period at the affected station for stops at the affected platform. A discount is not granted insofar as the contents of a timetable poster are incorrect because of inaccurate data provided by the Access Party.
- In the event of the total absence of a station name (station name sign) with notification by the Access Party to the corresponding Triple-S Centre with a fault elimination period for DB Station&Service AG of one working day, DB Station&Service AG grants the Access Party a discount of 5% on the station price for the period exceeding the fault elimination period in which all station name signs are completely missing at the affected station for stops.
- In the event of technical faults in the passenger information systems (no dynamic and no acoustic passenger information) with notification by the Access Party to the corresponding Triple-S Centre and in compliance with the stipulations in Nos. 4.1, 4.4 and 4.5 and with a fault elimination period for DB Station&Service AG of one working day, DB Station&Service AG grants the Access Party a discount of 15% on the station price for each defect for the affected stop at the station. A fault does not apply in the event of failure on the part of the RU/Access Party to provide the data about the current train and operating situation.
- Train cancellations originating from the Access Party's area of responsibility result in a surcharge of 15% on the corresponding station price at stations with dynamic passenger information (categories 1 - 3).

Reports about the presence of disruptions named in No. 5.5 that are verified as being incorrect shall be subject to a flat-rate special charge of € 50,00 invoiced to the reporting Access Party.

The settlement of claims from the incentive system shall take place retrospectively, in each case with the relevant monthly station price invoice.

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## 5.6 Calculation of station charge

The charges payable by the Access Party are calculated pursuant to Clause 5.4 and on the basis of the valid station price lists published at the time of the relevant use.

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## 5.7 Advance payments

DB Station&Service AG shall levy an advance payment by the 25<sup>th</sup> of a month for services performed in this month. The advance payment is due for immediate, unsolicited payment. The amount of the advance payment depends on the charges resulting from the SNB, divided into twelve monthly seasonalised instalments based in the number of days of service per month. At the request of the Access Party, DB Station&Service AG will levy uniform advance monthly payments for the months of January to November calculated on the basis of the total charge for the months from January to November divided into 11 equal monthly instalments. The

advance payment amount for December is derived from the proportionate amount of the total charge for the current and following timetable period.

The advance payment amount is calculated on the basis of 85% of the charge volume resulting from the application. Detailed final billing then takes place pursuant to No. 5.3 INBP-AT, taking account of the advance payment. The amount of the monthly advance payment is stipulated in Annex 2 of the SNV.

## 6 Miscellaneous

**6.1** The Access Party shall ensure that staff are available on every train to take information from DB Station&Service AG with the necessary authorisation and ability to take decisions on behalf of the Access Party or to obtain such decisions at short notice.

**6.2** On concluding the SNV, the parties shall name contacts responsible for dealing with

- execution of the contract/sales,
- implementation of station usage and
- contingency management
- as the railway operations manager
- and persons or entities

with the necessary authorisation and ability to take decisions at short notice on behalf of DB Station&Service AG respectively the RU. Subsequently, both parties are obliged to keep each other mutually informed of any changes in the contacts.

**6.3** On termination of the separately concluded agreement with the infrastructure manager, DB Station&Service AG has the right to terminate this agreement as of the date on which termination of the agreement with the infrastructure manager comes into effect.

# Annex 1 to the Special Section of the Infrastructure Usage Conditions Passenger Stations

## Category-specific basic services and other services in the INBP

### I. Category-specific basic services at all stations

Information about the services and facilities of the relevant stations is available at [www.deutschebahn.com/ausstattung-personenbahnhofe](http://www.deutschebahn.com/ausstattung-personenbahnhofe) (Clause 3.1.1 INBP-BT).

Irrespective thereof, DB Station&Service AG provides the RU/AP with at least the following basic services at every station.

#### Station name sign

Every station has an appropriate number of station name signs showing the name of the station in the German language.

#### Timetable poster

DB Station&Service AG will mount a valid train timetable in all stations regularly served by RUs/APs for the relevant schedule period or will adapt it in the case of changes to the working timetable if necessary following the winter months. This will set out the departure or arrival times of the RUs/APs in a non-discriminatory manner. For this purpose, the RU/AP shall provide DB Station&Service AG with the data requested pursuant to Clause 4.1.3 promptly (and in any case by no later than 15 October of each calendar year, for the timetable change in December, and by no later than 15 April of each calendar year in the event that an adjustment to the timetable is necessary following the winter months).

Where, following expiry of the aforesaid time limits, data is transferred by the RU/AP which requires a change to the displayed timetables must pay the price of renewal and mounting pursuant to the published price list at [www.deutschebahn.com/stationspreisliste](http://www.deutschebahn.com/stationspreisliste), unless the delayed transmission of data is proven to have been caused by the track operator.

Where changes relate to optional data (Clause 4.1.3 INBP-BT) the RU may decide whether DB Station&Service AG should carry out the renewal and mounting of a displayed timetable.

Where an RU/AP wants an additional update of the displayed timetable, over and above the aforementioned renewal, this service must be agreed and remunerated separately.

#### Temporary changes/special notices

Temporary mid-year changes to timetable-related data, which will cease to apply before the end of a timetable period, will – subject to prompt notification by the RU/AP (but in any case at least three working days (Monday - Friday) prior to the day of transport) – be announced by way of a special notice. The RU/AP is obliged to provide the following data for the purpose of preparing the special notice of timetable changes:

- affected trains and stations
- timetable-relevant data pursuant to No. 4.1.3 Special Section
- in the case of replacement services: start, end and reason for the measure, location and description of the stop(s) for replacement services, timetable for replacement services or alternative transport facilities

The following data shall be submitted by the EVU/ Access Party for preparation of the special notices:



- in case of replacement transport services: the expected constraints on comfort and use as compared with scheduled services, and in any case the conditions for carrying push-chairs, wheel-chairs and bicycles.

The data must be submitted in a format which can be processed using conventional basic Office software (Word, Excel).

Ad hoc services

DB Station&Service AG will mount a special timetable notice in all stations provided with ad hoc services by an RU/AP, pursuant to Clause 2.2.5 INBP-BT.

### **Information space for the Access Party**

DB Station&Service AG provides the Access Party with information space at the stations used in regular service which the Access Party can use in consultation with DB Station&Service AG. The Access Party may use such information space only for transport- and fare-related information. Use of the information space for advertising purposes is ruled out. Sub-letting to or other use by third parties is not permitted. DB Station&Service AG is entitled to remove notices that are no longer valid.

### **Floor space for ticket machines and validators, co-distribution**

DB Station&Service AG provides the RU/Access Party with floor space for ticket machines, validators and electronic ticket-vending devices in the stations (platforms and access areas) free of charge, solely for the purpose of selling tickets. Use of the ticket machines, ticket validators and equipment for electronic ticket sales, which goes beyond this purpose, requires the prior consent of DB Station&Service AG. In addition to this, the foregoing details on the use of information displays also applies with regard to information displays on ticket machines. The functional characteristics of the electronic ticket-vending devices must correspond to the design of a ticket machine or validator. The number of free floor spaces made available to each RU/Access Party for erecting ticket machines, validators or electronic ticket-vending devices is limited to two machines or electronic ticket-vending devices and two validators or electronic validating devices for each platform used in regular services.

This means a total of four free floor spaces are provided for each platform used in regular services.

Prior to the transfer of floor space for the erection of ticket machines, validators or electronic ticket-vending devices, a floor space agreement shall be concluded between the RU/Access Party and DB Station&Service AG with regard to all floor space.

Floor space already in use can only be claimed with the consent of the operator/supplier or lessor of the floor space. Further space for ticket machines and validators on platforms and access-ways as well as floor space for ticket machines and validators in the station reception buildings shall be provided at a charge to the RU/Access Party using this station for regular services, depending on availability (aforementioned floor-space agreement required). The Access Party is entitled to assign the floor space made available for free and for a charge to an authorised subcontractor for the purpose of ticket sales. DB Station&Service AG must be informed accordingly before a corresponding agreement is concluded. The costs for erection including connection to the power supply, measurement equipment where necessary, changes in position, operation, incurred energy costs and dismantling at the end of the agreement shall be paid by the Access Party, together with all other costs incurred in usage of the floor space for ticket sales.

Where the RU/AP is just starting to carrying out ticket sales or in the case of a change of the company commissioned by the RU/AP to carry out ticket sales, the RU/AP will notify DB Station&Service AG at least 12 months in advance of the planned start of ticket sales.

Where the Access Party plans to sell train tickets by way of lessees of commercial premises in the station, and the premises have already been let (co-distribution), it shall report this in writing to the

responsible station management of DB Station&Service AG, no later than 3 months prior to commencement of co-distribution.

### **Signposting system**

DB Station&Service AG uses a signposting system in the stations to show passengers where to go; this can be adapted to passenger volumes. DB Station&Service AG reserves the right to choose the colour scheme and design of the signposting system.

### **Cleaning**

Stations are cleaned at intervals depending on passenger volumes and station size. The Access Party supports DB Station&Service AG and reports particular soiling to the responsible Triple-S Centre.

### **Litter bins**

Litter bins are emptied regularly as part of cleaning (6). The Access Party supports DB Station&Service AG and reports particular soiling to the corresponding Triple-S Centre.

### **Triple-S Centre**

DB Station&Service AG operates 24/7 service centres that coordinate the **S**afety, **S**ervice and **S**potlessness of all stations.

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## **II. Category-specific basic services at stations in categories 6 to 1**

At every **category 6 station**, DB Station&Service AG offers the RU/Access Party the following services:

### **Seats**

### **Weather protection**

At every **category 5 or 4 station**, DB Station&Service AG offers the RU/Access Party the following services in addition to basic services in category 6:

### **Station clock**

### **Dynamic passenger information**

(visual and/or acoustic) with information on changes to the timetable

At every **category 3 station**, DB Station&Service AG offers the RU/Access Party the following services in addition to the basic services in category 5 and 4:

### **Dynamic passenger information**

(visual and/or acoustic) with information on the timetable and changes to the timetable

At every **category 2 station**, DB Station&Service AG offers the Access Party the following services in addition to the basic services in category 3:

### **Service staff (also at certain times)**

### **Platform section marking**

At every **category 1 station**, DB Station&Service AG offers the Access Party the following services in addition to the basic services in category 2:

### **DB Information**

The concrete price class and category of the relevant station is shown in the station price list. The current station price lists are published at [www.deutschebahn.com/stationspreislite](http://www.deutschebahn.com/stationspreislite) and as Annexes 3 and 4.

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### III. Further services

DB Station&Service AG offers the Access Party further services at selected stations. This is based on the passenger volume, local circumstances in the station and on the corresponding platform. The Access Party has no guarantee or legal claim to the provision of such services.

Further services include:

#### 1. Features

- Escalators, people conveyors, lifts
- Bicycle parks and car parks, which can entail a charge for passengers
- Luggage lockers, which can entail a charge for passengers
- Toilets, which can entail a charge for passengers.

#### 2. Information

- Acoustic and visual information media
- Emergency and information points that connect passengers directly to the next Triple-S Centre of DB Station&Service AG or to the police/emergency services.

#### 3. Support

Where service staff of DB Station&Service AG are available, they are responsible for:

- Passenger assistance (advice, directions)
- Timetable-related information
- Information about the town and place
- Assistance in special situations
- Information on lost property
- Assistance for persons with reduced mobility including boarding aids (wheelchair platform lists) where available
- Assistance in accepting and mediating assignments for the Travellers' Aid Society

At the request of the Access Party, additional services going over and beyond the current range can be agreed by contract together with the corresponding charges.

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### IV. Mobility Service Centre

The Mobility Service Centre (MSC) receives, responds to and processes customer enquiries regarding assistance with boarding, changing trains and disembarkation for passengers with reduced mobility, and also advises this customer group on the MSC's travel planning service. Passengers with reduced mobility can contact the MSC via the following link: <https://msz-hilfe.specials-bahn.de>.

The provision of the MSC's services as a basic service is subject to the conclusion of separate agreements with the Access Parties.

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## **V. Services not covered by the station price**

Services provided by DB Station&Service AG that are not covered by the station price and subject to separate contractual agreement and remuneration are published on the internet at [www.deutschebahn.com/nebenleistungen-personenbahnhofe](http://www.deutschebahn.com/nebenleistungen-personenbahnhofe). The services featured there do not fall within the scope of these Usage Conditions.

**Services  
per station category pursuant to INBP**

Feature	Platform	Station name sign	Timetable poster	Floor space for ticket machines and validators	Signposting system	Regular cleaning	Litter bins	Coordination by Triple-S Centre	Info space for railway undertakings	Seating	Weather protection	Clock/ time display	Dynamic passenger information (deviations only)	Dynamic passenger information (timetable and -deviations )	Platform section marking	Service staff (also temporary)	DB Information
Cat. 1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Cat. 2	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Cat. 3	X	X	X	X	X	X	X	X	X	X	X	X	X				
Cat. 4	X	X	X	X	X	X	X	X	X	X	X	X	X*				
Cat. 5	X	X	X	X	X	X	X	X	X	X	X	X	X*				
Cat. 6	X	X	X	X	X	X	X	X	X	X	X						
Cat. 7	X	X	X	X	X	X	X	X	X								
	Basic services as per I.									Basic services as per II.							

\* from 01.01.2016

# Annex 2 to the Special Section of the Infrastructure Usage Conditions Passenger Stations

## General terms and conditions for the usage of car-train terminals

### 1. Locations of car-train terminals

- (1) In selected locations, DB Station&Service AG offers the RU/AP the use of terminals for the loading (loading and unloading) of vehicles (cars/ motorbikes) onto car-trains. For this, DB Station&Service AG provides car-train terminals for use by the Access Party.
- (2) The locations of the car-train terminals, including the features of the facilities and any local details, are available on the internet at [www.deutschebahn.com/autoreisezug-terminal](http://www.deutschebahn.com/autoreisezug-terminal).
- (3) DB Station&Service AG does not provide any services relating to the organisation or implementation of loading operations. These are the obligation of the RU/AP which takes responsibility for implementing these operations.

### 2. Validity of the INBP

Unless otherwise stipulated below, the provisions of the INBP shall apply to the use of the car-train terminal. Insofar as the following provisions contain rules on usage charges, they shall be conclusive.

### 3. Request for use

- (1) In addition to the regular application for station usage in accordance with Section 2.2 of the INBP-BT, the RU/AP must submit a written application for use of the car train terminal by e-mail ([Vertrieb.Mobility@deutschebahn.com](mailto:Vertrieb.Mobility@deutschebahn.com)). The application form available at [www.deutschebahn.com/autoreisezug-terminal](http://www.deutschebahn.com/autoreisezug-terminal) should be used.
- (2) A request for use of the car-train terminal should be submitted to DB Station&Service AG in accordance with the deadlines contained in Clauses 2.2.2 (Working timetable) and 2.2.5 (Ad hoc services) of the INBP-BT. In addition to the data referred to in Clause 2.2.2, a request must also contain the following information:
  - Terminal,
  - Usage days,
  - Time window of usage on these days,
  - Usage type (loading and unloading, only unloading or only loading).
- (3) Loading and unloading are considered as two separate operations and as such are subject to their own separate charges.
- (4) Use of the car-train terminal requires the RU/AP to conclude a separate contract with the relevant track operator regarding use of the railway track or use of service facilities.

### 4. Charges for use of the car-train terminal

- (1) DB Station&Service AG charges a cost-based fee for use of the car train terminals. This is published in the list of prices at [www.deutschebahn.com/autoreisezug-terminal](http://www.deutschebahn.com/autoreisezug-terminal).
- (2) The charge is based on the costs incurred by DB Station&Service AG for providing and maintaining the car train terminal plus a reasonable profit.

- (3) There is a standard charge for use of the car train terminals. Pricing takes place annually. It is based on the average costs of the car train terminals in the last three completed financial years preceding the pricing date, divided by the average usage level less a 1% deduction for the three preceding years. Significant cost changes affecting the year in question, and that are already known at the time of pricing, are also taken into account.
- (4) DB Station&Service AG reserves the right to adjust charges for the car train terminals in the course of the year in the event of changes to railway regulatory law or measures by the regulatory authorities with an impact on the costs of car train terminals. The foregoing provisions apply accordingly in the case of mid-year price determinations.
- (5) The usage charge payable by the RU/AP is determined by multiplying the price for using the relevant car-train terminal, applicable at the time of the relevant usage, by the number of times it is used for loading or unloading. The RU/AP shall pay at least the amount of the contractual charge due which arises from the request. Where actual scope of use exceeds the agreed scope, an additional charge shall be imposed in respect of this additional actual use.

## **5. Procurement of Local Knowledge**

On request, DB Station&Service AG offers those RUs/APs that are interested using the car-train terminal, the opportunity to make a joint inspection of the locations and at the same time to clarify technical questions. The RU/AP can do this by contacting DB Station&Service AG Central Mobility Sales at [Vertrieb.Mobility@deutschebahn.com](mailto:Vertrieb.Mobility@deutschebahn.com).

## **6. Penalties for exceeding the requested times of use**

- (1) To ensure smooth loading operations in the car-train terminal, the RU/AP must comply with its agreed times of use in order to avoid any delay in loading and the accompanying detrimental consequences for other RUs/APs.
- (2) If the requested loading time is exceeded and this affects punctual loading by other RUs/APs, the RU/AP must pay twice the usage charge to DB Station&Service AG for the agreed use. The duty to pay twice the usage charge does not apply where the reason for exceeding the requested loading time falls within the DB Station&Service AG's area of responsibility or that of the railway operator.