UITP EUROPE

→ Position

Rail ticketing: the view of the local & regional public transport sector



Table of contents

Executive summary 3

Main challenges of the proposal 4

Clarification on “Railway service providers” as entities effectively providing rail tickets 5

Scope: Insufficient protection of urban and suburban services 6

Scope: Isolated rail networks 6

Protection of integrated fares 7

Clarity on types of rail products 8

Fares set under public service contracts must not be altered 11

“Fair, reasonable and non-discriminatory” remuneration must clarify cost allocation 11

Negotiation deadlines 14

A booking horizon incompatible with fare-setting practices 16

Automatic consent to combine rail products into single tickets 16

Date of application 18

Conclusion 19

Executive summary

UITP Europe represents local and regional public transport authorities and operators across Europe, providing regional, suburban and urban rail and public transport services under Public Service Obligations (PSOs). UITP supports the European Union's objective of making rail travel more seamless and attractive, and of improving the online distribution of rail tickets. For transport operators (PTOs) and transport authorities (PTAs), it is vital that the conditions for cooperation remain fair and that the entities sharing their products are not forced to absorb the costs of third-party distribution. Our members are ready to engage constructively with the proposal for a Regulation on rail ticketing (COM 2026 - 232) and express their position in this present paper.

Although the objective is clear, the proposal as drafted raises some serious concerns for the public transport sector. Beyond railway undertakings, it brings competent authorities responsible for public service railway contracts into its scope as "railway service providers" even in cases where ticket distribution is not amongst their tasks. The exemption for urban and suburban rail services only covers "standalone networks" and hence seems not to apply to networks sharing tracks with mainline services. Furthermore, integrated public transport fares established by public authorities are only excluded from the present legal text where a stand-alone rail ticket exists, creating the risk of breaking up public transport's fare integration. Moreover, nothing prevents resellers from changing fares set under PSO contracts. The sharing obligation itself is at the centre of the law, yet the text does not guarantee that remuneration can go into both directions and allow both parties to recover the costs incurred by their specific cooperation. Negotiation deadlines need to be more flexible, the definition of "content" is too broad, the booking horizon ignores PSO fare-setting calendars, and the automatic consent to the combination of rail products into single tickets is only acceptable if the liability attached to single tickets is significantly reduced and railway service providers are informed of the combinations sold. More broadly, UITP is not convinced that the proposal responds to a proven market failure.

UITP Europe calls on the co-legislators to rebalance the text. Opening the distribution of rail tickets further is possible without undermining the role of public transport authorities, without unbundling the integrated fares they have established, and without endangering the financial equilibrium of services operated under public service contracts.

Regarding the proposal on Multimodal Booking and the proposal on Rail Passenger Rights (the Single Ticket), please refer to our respective UITP position papers.

Main challenges of the proposal

The Commission objective to create a better online distribution of rail products can support easier access to railways, especially for cross-border trips. We support the Commission's approach to leave local public transport services out of the scope, as local ticket distribution falls under the subsidiarity principle and the proposal would put too much burden on smaller local stakeholders. The number of stakeholders at local level is extremely high, making negotiations difficult, and there are many different ticket distribution and validation technologies in place across Europe which require different standards to be supported by online distributors.

UITP highlights that most passengers who regularly use regional rail services are local travellers with sufficient access to tickets. For the occasional travellers (e.g. persons on holidays or business trips), it would be sufficient to be able to purchase a selection of rail products (e.g. single tickets and multiple journey tickets) on international or large domestic platforms. We call upon the legislators to seek a balanced approach when regulating the ticketing market.

Moreover, UITP is not convinced that the proposal responds to a proven market failure. Although the Commission's Regulatory Scrutiny Board issued a positive opinion on the impact assessment, it did so with reservations, and the link between the structure of the online ticketing market and the limited use of cross-border rail is not sufficiently demonstrated. Rail will become more attractive compared to air travel mainly through investment in rail services and infrastructure. The current proposal marks a conscious departure from the principle of commercial freedom between railway service providers

and online ticketing service providers and should therefore be carefully assessed and strictly proportionate.
As several parts of the draft text create significant risks for public transport, in this present paper, UITP wishes to point out these problems and suggests solutions.

Clarification on "Railway service providers" as entities effectively providing rail tickets

The proposal defines in Article 3(4) a "*railway service provider*" as "*a railway undertaking, a competent authority responsible for a public service railway contract or any other legal entity operating or organising rail passenger services*". Across Europe, in some cases, ticket distribution is done by the authority, in other cases by the railway company, sometimes also selected third parties. As per the draft text, *all* entities become liable for the sharing obligation under article 4, for negotiating, and for fulfilling the contractual conditions under Article 6, while in practice, some may not even be involved in ticket distribution. Considering these circumstances, the scope of the Regulation should therefore reflect the way its functioning and the actual distribution role of each authority, not its mere status.

UITP suggestion:

Local or regional competent authorities and (PSO) operators linked to them should be able to determine who should fulfil the requirements of the present regulation. Sometimes the authorities directly retail tickets themselves; sometimes the ticket distribution is contractually delegated to the PSO operator; sometimes it may be a shared task. The EU regulation should reflect the diversity of distribution arrangements across Europe.

- Amend the first sentence in Art. 4:
  A railway service provider shall conclude a commercial agreement with a requesting online ticketing service provider for the purpose of providing content for the display, re-linking, resale or distribution of its rail products. ***Where several railway service providers share the task of rail product distribution in their area, they may decide to be represented by only one entity and shall to this aim coordinate and agree who shall lead the negotiations on their behalf.***

Scope: Insufficient protection of urban and suburban services

UITP supports the exemption of local/other types of rail-based services, such as metros, trams, historical and touristic railways. Nevertheless, urban heavy rail services (such as S-Bahn, RER, etc.) may fall within the scope of this law despite the fact that they are usually fare-integrated with the city or conurbation they serve. In the current proposal, Article 2(4)(c) only exempts "*railway services operated on standalone networks intended only for urban or suburban operations*". We understand that there is a willingness to exclude such urban/suburban rail services, however, as most of such services either share tracks with mainline rail services or are at least somehow connected to the mainline rail network, the exemption as drafted does not support this exclusion. S-Bahn, RER, and many others would fall within the scope of this text, even though they are clearly urban and suburban services.

UITP suggestion:

Amend article 2(4)(c) to exempt all urban and suburban rail passenger services, whatever infrastructure they run on. In line with the "principal purpose" logic of the proposal on Multimodal Booking (COM(2026) 231), the exemption should follow the nature of the service, not the network.

- Amend Art. 2 (4) point (c):
  Railway services ***~~on standalone networks~~*** intended only for the operation of urban or suburban railway services.

Scope: Isolated rail networks

In addition, railway services operated on networks isolated from the rest of the Union rail system should also be excluded from the scope, whatever the type of service they provide. As these networks are not connected to the mainline network, their services cannot form part of a longer journey, and combining their tickets with other rail products brings no added value for passengers. UITP proposes the term "isolated" rather than "standalone", to avoid confusion with the wording it proposes to delete and for consistency with existing EU rail law, which already uses this notion (recital 6 of

Regulation (EU) 2021/782 on rail passengers' rights and obligations, and Article 2(8a) of Directive 2012/34/EU establishing a single European railway area).

- Add a new Art. 2 (4) point (ca):
  Railway services operated on networks isolated from the rest of the Union rail system;

Protection of integrated fares

In principle, all rail products fall within the scope of this regulation and under the sharing obligation. Under the second subparagraph of article 4(1), only tickets valid on multiple transport modes are exempted from the sharing obligation if a stand-alone rail ticket can be purchased separately.
The protection of integrated public transport fares is a key request of UITP and other public transport associations, as fare integration is a success and very important for local, frequent travellers. In many regions, integrated public transport fares are the only fares that are made available locally, independently of whether a bus, tram, metro or railway is used for the trip. Railways are a vital component of these cooperations, generating revenues for the umbrella transport association and benefiting the public transport offer overall. It would go against the local policies if they had to offer a stand-alone railway ticket in the future, instead of offering the integrated fare (which would also cover local public transport that remains out of the scope).

UITP suggestion:

Amend article 4(1) so that all tickets issued under an integrated fare scheme established by a competent authority are excluded from the sharing obligation, whether a stand-alone rail product exists or not.

Add a recital clarifying that fare integration decided by public transport authorities is a public policy instrument and cannot be unbundled through commercial agreements.

- Amend Art. 4 (1) second sentence:
  The agreement referred to in the first subparagraph shall not cover tickets that allow their holders to travel on multiple transport modes~~***, provided that tickets***~~

~~for the relevant railway service are made available and can be purchased as a stand-alone rail product.~~

- Add a recital:
  Fare integration decided by public transport authorities is a public policy instrument and quality sign as it gives local users easy access to the whole, integrated public transport system of a city or region; integrated fares shall not be impacted by the present regulation and not be unbundled.

Clarity on types of rail products

Regular rail and public transport users (those who most likely hold a travel pass or season ticket) have already excellent access to the tickets they need via their local authorities, transport providers and their established distribution channels. These customers are also the most relevant customer group for transport companies and authorities, with whom they would like to keep a direct connection. Some of the most regular customers also benefit from certain social fares established at local, regional or national level, that often require some prior identification or proof of eligibility.
Contrary to that, the EU regulation will create most benefits for persons travelling outside of their usual zone, e.g. while on vacation or business trips. For these customers, it is important to find travel information and tickets on international or certain domestic platforms. These customers are unlikely to need a monthly or yearly travel pass or season ticket. If they could purchase single tickets and multiple journey tickets on the ticketing platform of their choice, this would already facilitate their life.
In case a booking platform was to offer social fares, they would need to handle the eligibility check and/or liaise with the public authority providing the difference of the full fare to the transport company, which appears quite complex.
The Commission proposal, however, contains a very broad definition of “content”. As per Article 3(14) “content” covers all rail products as well as associated discounts and functionalities, including real-time data. As it is written, the sharing obligation would extend to discounts established under public service obligations, social fares decided by public authorities, real-time operational data, as well as travel passes and season tickets.
Considering this complexity and the fact that the present draft regulation will have a direct impact on the ticketing market and on the customer relations of transport companies, UITP suggests a more cautious approach that focuses on those types of

products where the EU regulation will have the strongest impact, hence limiting the scope to single tickets and multiple-journey tickets with typical discounts, while keeping season tickets, travel passes and social fares outside of the scope; these could then be made available on third party platforms on a voluntary basis.

UITP suggestion:

Article 3(14) should be restricted to rail products and fares actually offered for retail including typical discounts. Complex discounts established under public service obligations and social fares decided by public transport authorities should be excluded from the sharing obligation. Clarify that the text does not apply to travel passes and season tickets, by amending Art. 3(10).

Add a recital stating that the present text shall apply to single-journey and multiple-journey tickets, but not to season tickets and travel passes.

Keep real-time data out of commercial agreements. A dedicated framework already exists, namely Delegated Regulation (EU) 2017/1926 and the national access points. Where that framework is not practical enough for retailers, the answer is to improve it, including through sector-led platforms, not to duplicate it in bilateral contract.

- Amend the definition of 'rail product' in Art. 3 (10):
  'rail product' means rail product as defined in Article 3, point (4), of Implementing Regulation (EU) 2026/253, ***except travel passes and season tickets as defined in Art.3(19) of Regulation (EU) 2021/782.***

- Amend Art. 3 (14):
  "content" means all rail products, as well as associated discounts and functionalities, including dynamic pricing, ~~***including real-time data,***~~ that relate to the railway passenger services of a railway service provider and that are displayed on the railway service provider's own online interface or on any other digital channel in agreement with the railway service provider, ***with the exception of complex discounts established under public service obligations and social fares decided by competent authorities.***

- Amend Art. 6 (1) point (c):

(c) ~~***upon request, supply to the online ticketing service provider all the real time data for the related railway passenger services which those railway service providers make available to consumers through any of their own online interfaces, digital ticketing channels or communication channels;***~~ ***provide access to real-time data for the related railway passenger services through the national access points established by Delegated Regulation (EU) 2017/1926, in accordance with that Regulation;***

- Add a recital:

  Delegated Regulation (EU) 2017/1926 provides a dedicated framework for making real-time travel data accessible through national access points. To avoid duplicating that framework, the provision of real-time data should not form part of the commercial agreements concluded under this Regulation. Where access through the national access points does not sufficiently meet the needs of online ticketing service providers, it should be improved within that framework, including through sector-led platforms.

- Add a recital:

  For railway service providers, maintaining direct customer relations is especially important with regard to their regular customers, many of which hold travel passes or season tickets. Being mindful of the proportionality of this regulation and its impact on customer relations of railway service providers, the sharing obligation shall apply to single and multiple-journey tickets, but not to travel passes and season tickets. In many European cities and regions, social tariffs apply to certain groups of the population. Where the granting of such tariffs require an ex-ante validation or eligibility check, these tariffs shall remain excluded from the present regulation. The same applies to certain discounts established under public service obligations, which reflect public policy choices rather than the commercial offer of railway service providers. Railway service providers should maintain the right to decide whether or not they make season tickets, travel passes, social fares and certain discounts available to online ticketing service providers.

Fares set under public service contracts must not be altered

Under the sharing obligation, as drafted in the proposal, online ticketing service providers can resell rail products whose fares are set by competent authorities or in accordance with public service contracts, often to pursue affordability and modal shift objectives. The proposal does not prevent online ticketing service providers from changing the price of these products when reselling them. Promotional fares designed to attract new passengers to public transport could then be bought up by resellers and sold on at a different price or used in commercial offers that undercut the railway service provider's own sales channels. This would defeat the purpose of these fares and discourage operators and authorities from offering them.

UITP suggestion:

Unless PSO fares are fully exempted from the proposal (see point above), rail products relating to services operated under a public service contract should be resold at the exact fare set by the competent authority or in accordance with the public service contract. Online ticketing service providers should not be allowed to change that price.

- Amend Art. 6, insert a new paragraph 2a:
  2a. Online ticketing service providers that have concluded a commercial agreement pursuant to Article 4(1) shall resell or distribute rail products relating to railway services operated under a public service contract at the exact fare set by the competent authority or in accordance with that public service contract, without modifying it. If online ticketing service providers charge the customers for the sales service, this amount must be clearly communicated to the customer as not being part of the PSO fare.

"Fair, reasonable and non-discriminatory" remuneration must clarify cost allocation

Articles 6(1)(g) and 6(3)(c) state that remuneration "*where it is agreed*" must be "*fair, reasonable and non-discriminatory*". In the first case, this is the commission paid by the railway service provider to the ticketing platform. In the second, it is the price charged by an indispensable railway online ticketing service provider to a railway service provider that asks to be hosted.

The proposal does not define what constitutes a “fair, reasonable” remuneration in its operative provisions. The only benchmarks appear in recital 8 and they are not binding. UITP considers that this leaves useful room for commercial negotiation: the value an online ticketing service provider brings to a railway service provider depends on many factors, and national legislation and competition law already frame these negotiations. However, it should be clearly stated in the text that both parties may recover the costs incurred due to their specific cooperation and that, if the parties fail to agree, article 11(5) allows the national enforcement body to set the terms of the agreement itself, including the level of the commission.

The costs borne by railway service providers are only partly addressed. Article 6(2) makes the requesting platform pay the reasonable one-off costs of connecting to the operator's systems. Nothing is said about recurring costs, such as maintaining the interfaces, handling the booking requests generated by the platform, or providing after-sales and customer service for tickets sold by third parties. The text also does not address the risk of losing the direct customer relationship.

UITP suggestion:

Establish in the legal text that remuneration can apply in both directions and that both parties may recover the costs of their cooperation.

Keep the fair, reasonable and non-discriminatory principles at the level of detail of the Commission proposal to preserve commercial freedom in the negotiations, but clarify that, while both parties must enable the cooperation and make the necessary basic modifications, both entities may also recover certain costs incurred to them through their specific cooperation.

Where the Commission adopts implementing acts on fair and non-discriminatory conditions under Article 6(5), these should be adopted under the examination procedure rather than the advisory procedure, so that Member States have a real say, and after consulting railway service providers, competent authorities and online ticketing service providers.

Clarify that the sentence “where it is agreed that remuneration shall be applied” cannot be read as a presumption of free access to the content/products of railway service

providers. If there is no agreement on remuneration, this must remain legitimate grounds for not concluding the commercial agreement.

- Add a recital:
  Both the online ticketing service providers and the railway service providers are as a matter of principle allowed to recover the costs incurred to them by the cooperation; this includes, on the one hand, costs related to the provision of re-linking or distribution services on behalf of the railway service providers, and on the other hand, costs related to the provision of access to the rail products and booking systems of rail service providers, especially if technical adaptations are needed for the specific cooperation. These costs shall be part of the negotiations about fair, reasonable and non-discriminatory remuneration.

- Amend Art. 6 (5):
  The Commission may lay down, by means of implementing acts, detailed provisions for the harmonised interpretation of fair and non-discriminatory conditions in commercial agreements between railway service providers and online ticketing service providers concluded pursuant to Articles 4 and 5. ***Before adopting those implementing acts, the Commission shall consult railway service providers, competent authorities and online ticketing service providers.*** Those implementing acts shall be adopted in accordance with the ~~***advisory procedure referred to in Article 13(2)***~~ ***examination procedure referred to in Article 13(3)***.

- Amend Art. 13, insert a new paragraph 3:
  3. Where reference is made to this paragraph, Article 5 of Regulation (EU) No 182/2011 shall apply.

- Amend Art. 11 (5):
  The competent national enforcement body shall handle complaints within a reasonable time. Where the complaint concerns failure to conclude a commercial agreement referred to in Article 4(1) and Article 5(2) within eight months, the national enforcement body shall issue a decision within six months of receiving the complaint, setting out the terms of the agreement to be concluded. ***When***

setting those terms, the national enforcement body shall ensure that each party can recover the costs incurred through the cooperation, in accordance with Article 6(1), point (g). The absence of an agreement on remuneration shall not be interpreted as an agreement to provide access to content free of charge.

Negotiation deadlines

In the proposal, under Articles 4(1) and 5(2), negotiations must be opened within two months of a request, and the commercial agreement must be concluded within eight months. Beyond that deadline, the national enforcement body may, following a complaint, set the terms of the agreement itself within six months (article 11(5)). This negotiation deadline seems short considering that the impact assessment of the European Commission found that negotiations may take between 6-12 months.[1] Indeed, solving issues of connectivity, testing, security, after-sales processes, tend to make these agreements complex and it appears that eight months will in some cases not be enough to come to an agreement that includes all relevant questions. Additionally, there could be situations where a stakeholder is confronted with several requests at once and does not have the capacity to lead and conclude all negotiations in parallel within the same time frame.

UITP suggestion:

Extend the deadline for concluding commercial agreements under Article 4 (1) from eight to twelve months and make it extendable once, by up to six months for duly justified complex cases, such as complex technical integration, cross-border services, or capacity constraints of the railway service provider. This extension could be decided by mutual agreement or by decision of the enforcement body.

In Article 4(1) the negotiation timeline should only start once the requesting online ticketing service provider has demonstrated that it meets the conditions of Article 6(2), and the deadline for concluding the agreement should run from the start of the negotiations.

[1] https://transport.ec.europa.eu/document/download/5fd64be7-44b8-4dd3-b084-05c35c5f2a8b_en?filename=SWD_2026_300_Impact_assessment.pdf, page 195.

Railway service providers should be allowed to sequence multiple simultaneous requests with the deadline applying per queue position once the negotiations actually start, rather than from the moment onward that the request was received.

The national enforcement body's intervention under Article. 11(5) should take place as mediation in the first instance, where it proposes terms for the agreement before it imposes them upon both parties, within the existing six-month period.

- Amend Art. 4 (1) sentences 3 and 4:
  A railway service provider shall enter into negotiations for the conclusion of the agreement referred to in the first subparagraph within two months of receiving the request of the online ticketing service provider ***or once the requesting online ticketing service provider has demonstrated that it fulfils the conditions set out in Article 6 (2), whatever date is later***. Unless otherwise agreed between the parties, the agreement shall be concluded within ***twelve*** months from the start of the negotiations. ***The negotiation deadline can be extended once for up to six months in duly justified cases related to the complexity of the cooperation or current capacity constraints on either side of the two parties involved in the negotiations. The extension can be granted either by mutual agreement of the parties or by the enforcement body***.
  When railway service providers receive a significantly higher number of requests than usual and cannot negotiate these at once for lack of capacity, they shall register the order in which the requests entered and start negotiations in that order once capacity becomes available.

- Amend Art. 11 (5)
  The competent national enforcement body shall handle complaints within a reasonable time. Where the complaint concerns failure to conclude a commercial agreement referred to in Article 4(1) and Article 5(2) ***within the deadlines set out in those provisions***, the national enforcement body shall ***first propose terms for the agreement to both parties within three months of receiving the complaint. Where the parties have not concluded the agreement on the basis of those terms, the national enforcement body shall*** issue a decision within six months of receiving the complaint, setting out the terms of the agreement to be concluded. ***When setting those terms, the national enforcement body shall ensure that each party can recover the costs incurred through the cooperation, in accordance with Article 6(1), point (g). The absence of an agreement on***

remuneration shall not be interpreted as an agreement to provide access to content free of charge.

A booking horizon incompatible with fare-setting practices

Article 8 requires tickets to be made available for sale at least five months before the operation of the service, once it is included in the working timetable. This may be possible for some reservation-based, long-distance commercial services. However, for others, such as services operated under public service contracts, fares are set annually by the competent authority, and sometimes on a completely different calendar. Consequently, a five-month advance sale could force operators to sell at provisional prices.

UITP suggestion:

The obligation in article 8 should apply subject to the fare-setting decisions of competent authorities. Railway undertakings should not be forced to sell at provisional prices where fares have not yet been formally adopted for the period concerned.

- Amend Art. 8:
  Railway service providers shall make tickets for a railway service available for sale at least five months before the operation of that railway service, ***provided that a fare is available and that*** it has been included in the working timetable as defined in Article 5, point (14) of [Regulation on the use of rail infrastructure capacity]. […]

Automatic consent to combine rail products into single tickets

Article 6(1)(f) requires any railway service provider to allow any online ticketing service provider, when it combines rail products, to sell that combination as a single ticket. In practice, this would constitute an automatic consent and the railway undertaking loses control over how its own products are combined. Having in mind that under the parallel proposal on rail passenger rights (COM 2026 - 233) a single ticket gives ground to extensive passenger rights, without any proper safeguards for railway service providers, the decision which tickets could be combined as a single ticket and which tickets couldn’t should be a deliberate one.

Under Article 12(2) of Regulation (EU) 2021/782 as amended by COM(2026) 233, the railway undertaking whose delayed or cancelled service causes a missed connection would be liable under Articles 18, 19 and 20 for the entire journey sold as a single ticket, including for combinations it is not aware of. In our position on the "Single Ticket" approach in COM(2026) 233, UITP therefore calls for this liability to be limited, at least for regional services running under public service contracts, to a right of transport and re-routing, with in-kind assistance in certain cases, and for ticket vendors to inform the railway undertakings concerned of the single tickets they sell. Whether railway service providers can accept that their products are combined into single tickets without their prior agreement therefore depends on the liability regime finally attached to single tickets.

UITP suggestion:

Align this provision with the single-ticket liability regime of COM(2026) 233. UITP could accept the automatic consent provided for in Article 6(1)(f) on two cumulative conditions: the liability attached to single tickets is significantly reduced, in line with the UITP position on COM(2026) 233, and online ticketing service providers inform the railway service providers concerned whenever their rail products are combined into a single ticket (option 1).

If the liability regime proposed by the Commission remains unchanged, amend article 6(1)(f) in a way that allows the railway service provider to decide on a case-by-case basis whether or not a product can be part of a single ticket; ensure that the decision must be based on the nature of the product or to the combination which it is part of (e.g. tariff constraints, technical constraints, or unrealistic combinations of products) and not due to the specific online ticketing provider the railway service provider is cooperating with, hence giving no grounds to discrimination (option 2).

- Option 1 – if the single ticket liability regime is significantly reduced, amend article 6(1)(f):
  (f) allow the online ticketing service provider, when it combines rail products, to sell that combination as a single ticket, ***provided that it informs the railway service providers concerned, without undue delay following the purchase of the single ticket and of the rail products it combines***;

- Option 2 – if the single ticket liability regime of COM(2026) 233 remains unchanged, amend article 6(1)(f):
  (f) allow the online ticketing service provider, when it combines rail products, to sell that combination as a single ticket, ***subject to the agreement of the railway service provider. The railway service provider may only refuse its agreement based on objective and transparent criteria related to the rail product or to the combination concerned, such as technical or tariff constraints. Those criteria shall be applied without discrimination between online ticketing service providers, including the online ticketing service provider vertically integrated with the railway service provider***

Date of application

Considering the impact the new regulation would have on railway undertakings, requiring adaptations to the IT and ticketing systems as well as capacity building for leading the negotiations with ticketing service providers, the date of application stated in the proposal (12 months after the entry into force) may be too short and should be revisited.

Conclusion

The Single European Railway Area requires accessible, simple travel information and distribution channels operating in competition within a fair business environment. UITP Europe is ready to work with policy-makers to achieve a balanced legal text that improves planning and booking opportunities for citizens but remains proportionate particularly for local and regional public transport companies and authorities. Data sharing and ticket distribution can then take place under fair conditions in those areas where it has the highest added value for European citizens. The regulation, as drafted, forces railway service providers to share the whole range of tickets – even monthly or yearly travel passes, season tickets and social fares – without any guarantee of cost recovery, obliges them to accept that their products are combined into single tickets without their knowledge, with the liability attached to such tickets under the concept of a "single ticket" as presented by COM(2026) 233, and exposes fares integrated by public transport authorities to unbundling. This endangers the financial equilibrium of public rail passenger services.

UITP Europe therefore urges the co-legislators to amend the proposal along the lines set out above.

Contact persons:

Annika Degen | annika.degen@uitp.org

Arthur Marsande | arthur.marsande@uitp.org

Anne-Laure Le Merre | anne-laure.lemerre@uitp.org

FIND ALL UITP KNOWLEDGE ON
MYLIBRARY
.UITP.ORG

This is an official publication of UITP, the International Association of Public Transport. UITP represents the interests of key players in the public transport sector. Its membership includes transport authorities, operators, both private and public, in all modes of collective passenger transport, and the industry. UITP addresses the economic, technical, organisation and management aspects of passenger transport, as well as the development of policy for mobility and public transport worldwide.

This publication was prepared by UITP EU COMMITTEE.

© UITP - All rights reserved - Responsible Publisher: Mohamed Mezghani,
Rue Sainte Marie 6, B-1080 Brussels, Belgium

Rue Sainte-Marie 6, B-1080 Brussels, Belgium | Tel +32 (0)2 673 61 00 |
info@uitp.org | www.uitp.org