

Smluvní přepravní podmínky Českých drah

pro veřejnou drážní osobní dopravu



Change No. 3
Effective from 10. 12. 2023



Pojed'te s námi.
www.cd.cz

 **České dráhy**
Národní dopravec

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LIST OF BRAND NAMES AND ABBREVIATIONS USED

Abbreviation	
CZS	ČD's Central Customer Service, tel. +420 221 111 122
ČD	České dráhy, a.s. (ČD)
	Temporary Tariff and Carriage Measure (DTPO) published on www.cd.cz
EP	Electronic subscription, electronic money
EPIK	Electronic wallet in the chip of an In Karta card
ČD e-shop	Online sales of ČD travel documents and related travel documents on www.cd.cz
eTiket	A travel document or related travel document purchased in the Můj vlak ("My Train") application or in the ČD e-shop, including documents purchased using the TeleTiket service or through contractual partners using their websites
EUR	Euro – common currency of the countries of the European Monetary Union
ITS (Integrated transport system)	An integrated transport system, representing a transport service on a certain territory provided by several carriers based on agreed conditions of carriage
Rail replacement service	Rail replacement service
OPT	ČD Claims Processing Facility (OPT) Postal address: České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Relationship Reconciliation, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC.
Coll.	Collection of laws of the Czech Republic
UTS (Uniform)	Uniform Tariff System (OneTicket)

Tariff System)	
TeleTiket	A service offering telephone sales of eTiket documents
TPPM	ČD Tariff Conditions and Conditions of Carriage in International Transport (TPPM)
ÚBP	Luggage Storage during Transport
ZTP card	Discount card for a person with a severe disability
ZTP/P card	Discount card for a person with a severe disability requiring a guide

EXPLANATION OF TERMS

Term	
QR code	A two-dimensional barcode on ČD documents
ČD application	A discount application per the ČD Tariff recorded in an In Karta card or in a card issued by another entity
The “Můj vlak” (“My Train”) mobile application	An application for smartphones and tablets running Android or iOS enabling users to purchase and administer travel documents and related travel documents, and to display information on connections, trains and stations; most of the application’s functions require a functional internet connection
ČD Points	The means of payment of the loyalty programme for selected travel documents obtained as a reward for purchases in the ČD e-shop and in the Můj vlak (“My Train”) application
ČD Credit	A pre-paid account for payments in the ČD e-shop and in the Můj vlak (“My Train”) application
Carrier	A physical or legal person which transports persons and things other than for its own needs
In Karta	a) a contactless ČD chip card serving as a carrier of travel documents, discounts, an electronic wallet (EPIK) and providing other services,

	<ul style="list-style-type: none"> applications or ČD bonus programmes; b) an image of a chip In Karta card displayed on a mobile telephone c) a virtual In Karta card on a mobile telephone serving as a carrier of travel documents, discounts and other ČD services, applications or bonus programmes
ITS card	The chip card of a different entity which has been activated or registered with ČD and is a carrier of ČD customer applications, travel documents and related travel documents, and if stipulated also electronic money (EP) which can be used for payments with ČD
Rail replacement service	A bus or other transport means which replaces a train for even part of the route due to a closure or extraordinary event on the line
Unattended station	<ul style="list-style-type: none"> a) a station where no ticket issue point has been established or where it is closed for the train used b) a station where boarding has been permitted without travel documents and related travel documents c) a station without a functional card reader if the passenger wished to pay with an electronic wallet on the chip of an In Karta card (EPIK)
Attended station	A station with a functional ticket issue point
Personal identification	A valid identification document (e.g. civic identification card, passport, foreigner's residence permit, etc.) issued by a relevant administrative authority (also in electronic form), which includes a photograph of the holder; neither a confirmation of a civic identification card (substitute identification document) nor a photograph of an identification document constitutes a substitute for personal identification, and such a confirmation or photograph cannot be used to demonstrate personal data.
Personal data	Given name, surname, birth number or birth date and address demonstrated with personal identification
Valid timetable	<ul style="list-style-type: none"> a) the valid timetable of a rail operator b) the current valid closure timetable, which replaces the valid timetable of a rail operator during a closure
Ticket counter	A ČD ticket issue point attended by a cashier.
Cashier	A ČD employee authorised to ticket passengers and to perform cash register activity.
Authorised ČD employee	<ul style="list-style-type: none"> a) a ČD employee with a control insignia and identification authorised to ticket passengers and to inspect travel documents and related travel documents b) a ČD conductor or employee authorised by his or her duties or a ČD cashier or employee authorised by his or her duties c) a ČD employee authorised to give passengers instructions and orders

	d) an employee of a contractual partner carrying out the duties of a ČD employee
ISIC card	An internationally recognised identification card demonstrating the holder's student status at a secondary school, higher vocational school or university, or in selected one-year post-secondary programmes of study.
ITIC card	An internationally recognised identification card for the teaching profession
Conductor	An authorised ČD employee able to inspect travel documents and related travel documents, and to ticket passengers
Station	A place authorised to dispatch trains for passenger transport (railway stations and stops or other tariff point)
ČD Tariff	ČD Tariff for Inland Transport of Passengers and Luggage
Ticket issue point	A place where travel documents and related travel documents can be purchased (e.g. a ticket counter, an authorised ČD employee with a POP in a station but not at a ticket counter, a ČD ticket vending machine, a contractual vendor, etc.)
Search feature	connections An application on www.cd.cz or in the Můj vlak ("My Train") application enabling the user to search for connections on ČD trains or those of other carriers fulfilling a public service obligation; the search for connections feature is functionally interconnected with the ČD e-shop and the Můj vlak ("My Train") application; ticket sales and other services are provided on the basis of a searched connection
Closure	A planned or unplanned stoppage or restriction of the operation of a part of railway infrastructure

PART ONE INTRODUCTORY PROVISIONS

12. Legislation

12.1. ČD announces these Contractual Conditions of Carriage for Public Passenger Transport by Rail (hereinafter SPPO) in accordance with the following special legislation:

- Regulation (EU) No. 2021/782 of the European Parliament and of the Council on rail passengers' rights and obligations;
- Section 36(1a) of Act No. 266/1994 Coll., on railways, as amended;
- Decree of the Ministry of Transport of the Czech Republic No. 175 /2000 Coll., on the rules of carriage for public rail and road passenger transport;
- specified terms and conditions set out in the valid price assessment of the Ministry of Finance of the Czech Republic.

12.2. The area of transport law is governed by special legislation specified in Article 1.1 of the SPPO, which shall take precedence over general legislation.

12.3. The Railway Authority shall exercise oversight over the fulfilment of obligations concerning the upholding of passengers' rights in rail transport according to the directly applicable regulations of the European Community and concerning the handling of complaints for violations of these obligations.

12.4. The protection of passengers' personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data. More information about the processing of personal data is available on www.cd.cz/pravasubjektu. Contact information for the data protection officer: dpo@cd.cz.

12.5. The SPPO shall be valid only as amended, including all changes and amendments issued and published on the ČD website www.cd.cz.

13. Extent of validity

13.1. The SPPO shall be valid in inland transport for the transport of passengers, animals and luggage with documents purchased pursuant to the ČD Tariff for ČD trains and proportionately on rail replacement service connections according to the terms and conditions announced for the closure in question.

13.2. The SPPO shall be valid in inland transport for the transport of passengers, animals and luggage on ČD trains and rail replacement service connections with documents purchased pursuant to the terms and conditions of the Uniform Tariff System (UTS/SJT) or of individual integrated transport systems (ITS) proportionately only in cases where the issue in question is not addressed by the conditions of carriage of the systems in question. Information about the conditions of carriage and the tariff conditions of the UTS/SJT are available on www.oneticket.cz; information about the terms and conditions of individual integrated transport systems (ITS) is available on the websites of the individual ITS.

13.3. In cross-border transport, the SPPO shall apply in cases specified in the Uniform Legal Regulations for the Contract of International Carriage of Passengers by Rail (CIV), or in the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR).

PART TWO TRANSPORTING PASSENGERS

Chapter I Contract of carriage

14. Contract of carriage

- 14.1. The contract of carriage is concluded no later than at the moment in which the passenger boards the train / rail replacement means with a pre-purchased document, or without a document but with the intent to purchase one from an authorised ČD employee or ticket vending machine immediately after boarding.
- 14.2. By paying for a fare or related travel document, or by concluding the contract of carriage, the passenger expresses his or her consent to the valid conditions of carriage and tariff conditions.
- 14.3. The contract of carriage may be concluded with ČD by a person 6 years of age or older, and such conclusion gives rise to a legal relationship between the passenger and the carrier. This legal relationship consists of:
- an obligation on the part of ČD to transport the passenger from the boarding station to the destination station duly and in a timely manner per the valid timetable;
 - an obligation on the part of the passenger to comply with the conditions of carriage stipulated in the SPPO and to pay the price for transport per the relevant tariff.
- 14.4. The contract of carriage is fulfilled if the passenger was transported to the destination station in the contracted extent, in an extent different from contracted extent, or after the passenger has disembarked at a station where he or she was justifiably excluded from transport.
- 14.5. Passengers' rights arising from non-fulfilment of the contract of carriage on the part of ČD are specified in Part Four of the SPPO.

Chapter II Ticketing passengers

A. DOCUMENTS

4. Tickets

- 4.1. During its term of validity, a valid ticket entitles the passenger to transport in the extent specified thereupon. It further entitles the passenger to possibly exercise rights arising from this ticket.

4.2. A ticket shall be understood as:

- a) a ticket for an individual one-way or return journey,
- b) a ticket with a global price,
- c) a time ticket within the scope of its geographical and temporal validity,
- d) a card entitling a passenger or his guide to transport without purchasing a ticket.

A ticket for an individual journey, a ticket with a global price, or a time ticket within its scope of validity for the intended commenced journey constitutes a separate contract of carriage.

4.3. Ticket sales:

- a) a ticket can generally be purchased in advance sales 60 days prior to the first day of its term of validity; the term of advance sales may be lengthened, shortened or excluded;
- b) tickets can be purchased in the railway station at the ticket counter (or, exceptionally, elsewhere in the station), on the train from an authorised ČD employee, using a ticket vending machine, in the ČD e-shop, in the Můj vlak (“My Train”) application, by means of an operator at ČD’s Central Customer Service (CZS) as a TeleTiket, or from contractual vendors; certain tariff offers may not be available at the specified sales points;
- c) when purchasing tickets in the ČD e-shop, in the Můj vlak (“My Train”) application and from a ticket vending machine, the passenger shall be responsible for using the equipment correctly and for entering the correct information;
- d) before purchasing a ticket in the ČD e-shop or in the Můj vlak (“My Train”) application, the passenger is required to grant consent to the Rules for Shopping in the ČD E-shop and in the Můj vlak Application,
- e) before purchasing a ticket using the TeleTiket service, the passenger is required to grant consent to the conditions of carriage and tariff conditions, under which a fee per the ČD Tariff is charged for every purchase;
- f) when purchasing a ticket, the passenger shall announce whether he or she will use the train(s) of another carrier during the journey;
- g) Information about the opening hours of ticket counters at railway stations, whether stations are equipped with ticket vending machines, and the extent of sales is published on www.cd.cz, on the “Station” tab in the Můj vlak (“My Train”) application, and on notice boards at the relevant railway stations.

4.4. Tickets can have the following forms:

- a) paper, printed from a ČD ticket issue device;
- b) paper (eTiket), printed by the passenger on white A4 paper after purchasing in the ČD e-shop or in the Můj vlak (“My Train”) application;

- c) electronic (eTiket) as a QR code or an open PDF file displayed on a monitor or display of the passenger's portable electronic device;
- d) an alphanumeric transaction code (eTiket);
- e) electronic, in the form of a record on a card;
- f) electronic, in a repository fully administered and controlled by ČD, allocated to a specific identifier (e.g. an In Karta card);
- g) pre-printed (tear-off ticket, cardboard ticket, written ticket, etc.) for historic, nostalgic and excursion trains.

4.5. Types of tickets:

- a) A one-way ticket entitles the passenger to one journey from the boarding station to the destination station on the transport route specified thereupon or on a different transport route of the same or shorter tariff distance; if no transport route is specified, then the shortest route shall apply; the ticket is valid:
 - until 6:00 (a.m.) on the day following the first day of its term of validity, if it is issued for up to 50 tariff kilometres, inclusive;
 - until 24:00 (midnight) on the day following the first day of its term of validity, if it is issued for 51 or more tariff kilometres.
- b) A return ticket entitles the passenger to one OUTBOUND journey and one RETURN journey in that order between the stations and on the transport route specified thereupon or on a different transport route of the same or shorter tariff distance; if no transport route is specified, then the shortest route shall apply; the ticket is valid until 24:00 (midnight) on the last day of its term of validity, which is specified thereupon or is displayed when scanned.
- c) A ticket with a global price entitles the passenger to use only a specific train and services in the extent specified thereupon.
- d) A time ticket (commuter or network) entitles the passenger to an unlimited number of journeys in any direction aboard all ČD trains on a specific line, in a stipulated circuit or throughout the Czech Republic until 24:00 (midnight) on the last day of its term of validity, which is specified thereupon or which is displayed when scanned.
- e) A transferable ticket entitles to its use the passenger who presents it for inspection during the term of fulfilment of the contract of carriage. If the passenger has already begun to exercise his or her right to transport arising from this ticket, then the ticket is non-transferable.
- f) A non-transferable ticket entitles to its use only the passenger:
 - whose given name(s) and surname are printed thereupon; eligibility can be demonstrated with personal identification, identification issued by ČD or by another carrier, an ITS card or municipal mass transport card (provided it contains the passenger's given name(s), surname and photograph), or an ISIC or ITIC card;

- who presents an In Karta card with the IN Business application on which the company name matches the name on the travel document purchased as an eTiket.
- g) A ticket with an obligatory train entitles the passenger, in accordance with the ČD Tariff, to its use in the designated segment only on the train specified thereupon as obligatory (“povinný”).
- h) An eTiket is a non-transferable ticket. If it is issued as a common document for multiple passengers, then the passenger whose given name(s) and surname are specified on the eTiket must travel with the group. In the case of duplicate eTikets, the one presented by a passenger first shall be recognised as valid. The given name(s) and surname can be changed free of charge only once, no later than 15 minutes prior to the start of the documents term of validity, and in the environment of the ČD e-shop, the Můj vlak (“My Train”) application, or in the case of TeleTiket documents also via ČD’s Central Customer Service (CZS). After the change of name, the fare type does not change. The newly specified passenger must also document his or her eligibility for any discount per the terms and conditions of the ČD Tariff.

4.6. Commencement and termination of the journey:

- a) with a ticket purchased at the ticket counter, using a ticket vending machine or from an authorised ČD employee on the train, or in the case of tickets purchased in the ČD e-shop or the Můj vlak (“My Train”) application outside the “search connections” feature, it is possible to commence the journey on a train which departs from the boarding station per the valid timetable at any time on the first day of the ticket’s term of validity, unless stipulated otherwise in the ČD Tariff;
- b) with a ticket purchased in the ČD e-shop or the Můj vlak (“My Train”) application using the “search connections” feature, it is possible to commence the journey no earlier than 15 minutes prior to the time specified on the ticket as the start of its term of validity or at any time thereafter on the first day of the ticket’s term of validity;
- c) with a ticket that needs to be activated / validated pursuant to announced terms and conditions, it is possible to commence the train journey after it has been activated / validated;
- d) it is possible to commence the RETURN journey in the case of a return ticket at any time during the return ticket’s term of the validity;
- e) generally, a journey can be commenced or terminated anywhere on the transport route during the ticket’s term of validity.

4.7. Inspection of tickets by an authorised ČD employee:

- a) the passenger shall demonstrate a concluded contract of carriage for the duration of its term of fulfilment, even repeatedly; the passenger shall be required, whenever called upon to do so prior to boarding the train and during fulfilment of the contract of carriage, to hand over the ticket for

inspection, to enable a visual inspection of his or her own electronic device,¹ to communicate the alphanumeric transaction code, or to enable their electronic inspection by means of a ČD scanning device;

- b) the customer shall demonstrate eligibility to use eTiket tickets upon request, and time tickets always;
- c) If a ticket is in a pouch, all information must be clearly legible; the passenger shall be required to remove it from the pouch upon request.

5. Related travel documents

5.1. A related travel document is a document with which the passenger demonstrates eligibility for additional services relating to transport; therefore, it is valid only in combination with a valid ticket. This includes:

- a) an upgrade (upgrade document);
- b) a seat reservation (reservation document);
- c) a service fee receipt;
- d) a carriage document for dogs;
- e) a document for transporting luggage;
- f) a storage receipt for depositing an item in the luggage storage during transport (ÚBP) service.

5.2. For related travel documents, the conditions shall apply proportionately as for tickets per Article 4 of the SPPO.

5.3. For ČD tickets, it is only possible to issue related travel documents per the ČD Tariff.

5.4. A seat reservation entitles the passenger to occupy a reserved seat in a purchased segment, on a specific date, train and carriage, and to possibly exercise his or her right (claim a refund) arising therefrom.

5.5. Seat reservations can be purchased in the Můj vlak ("My Train") mobile application, in the ČD e-shop, at the ticket counter, or from an authorised ČD employee on the train.

in connection with the selection of a seat from the carriage map, neither the direction of travel nor the arrangement of carriages is guaranteed.

seat reservations are not generally sold for rail replacement services operating within the scope of closures or extraordinary events.

¹ If the passenger presents the document in question on a device which is damaged (e.g. cracked display), and the ČD scanning device cannot scan the document, then the passenger shall be considered a passenger without a valid travel document.

- 5.6. Within the scope of a concluded contract of carriage, the passenger shall have the right to one seat reservation for each train used, provided seat reservations are available for the train in question.
- 5.7. Rules for using seat reservations for seats with a preferential designation:
- a) a seat reservation for seats reserved for passengers travelling with children under 10 years of age, passengers travelling with a pram or stroller, and seats marked as a family compartment can be used only by passengers who are actually travelling with children;
 - b) a seat reservation for seats reserved for passengers travelling with a bicycle can be used only by passengers who are actually travelling with a bicycle or kick-scooter;
 - c) a seat reservation for seats reserved for passengers with limited mobility and orientation can be used by passengers who can demonstrate eligibility for such a seat;
 - d) a seat reservation for seats in a compartment for women travelling alone (ladies' compartment) can only be used by women and children under 10 years of age;
 - e) on required reservation trains / in required reservation compartments after all other seats have been sold out, a seat reservation for seats with a preferential designation per items a)-c) above can also be used without restriction by passengers who cannot demonstrate eligibility for such seats.

6. Discount card

- 6.1. A discount card entitles the holder to purchase the relevant type of fare; in the case of a provisional discount card, the passenger shall be required, upon being called upon to do so by an authorised ČD employee, to demonstrate eligibility for its use by presenting personal identification.
- 6.2. If a discount card contains a photograph, this must depict the current appearance of the cardholder.
- 6.3. The passenger shall be required to hand over the discount card for inspection to an authorised ČD employee, including electronic inspection thereof on a ČD device:
- during an inception of documents during fulfilment of the contract of carriage;
 - when purchasing a document on the train, unless it is an advanced sale;
 - when called upon to do so while purchasing a document at the ticket counter.
- 6.4. When called upon to do so by an authorised ČD employee, a passenger wearing a face covering shall be required to remove such face covering for the duration required, unless a generally binding regulation or a measure issued on such basis by a public authority has rendered such identification impossible.

7. Tax receipts

- 7.1. Documents up to the amount of CZK 10,000 (inclusive) purchased at a ticket counter, from a conductor on the train, in the ČD e-shop, in the Můj vlak ("My Train") application, as a TeleTiket

ticket, or using a ČD ticket vending machine have, pursuant to Act No. 235/2004 Coll., on value added tax, as amended, all the appurtenances of a simplified tax receipt and it is not possible to request that a different type of tax receipt be issued.

- 7.2. Documents for a sum exceeding CZK 10,000 do not constitute tax receipts; the passenger shall obtain a proper tax receipt by providing his or her Tax ID Number (VAT Number), or ID Number, to the cashier, by entering them in the ČD e-shop, or, in the case of a Teletiket ticket, by providing them to an operator at ČD's Central Customer Service (CZS). If the information per the Tax ID Number or ID Number cannot be verified in publicly accessible registers, then the passenger shall receive information on the procedure for obtaining a tax receipt from ČD's Claims Processing Facility (OPT). In the case of a document purchased in the Můj vlak ("My Train") application, it is possible to request a proper tax receipt by e-mail on fakturace@opt.cd.cz upon provision of a scan or copy of a document demonstrating the allocation of a Tax ID Number (VAT Number).
- 7.3. Documents paid for by invoice or transport voucher do not constitute tax receipts; the invoice – tax receipt ("faktura – daňový doklad") issued by ČD on the basis of a written order or concluded contract serves for tax purposes.

8. Takeover of the document

- 8.1. When taking possession of a document, the passenger shall be required to ensure that such document was issued according to his or her request; subsequent exercise of the passenger's right under the contract of carriage (a claim to a refund) or other claims shall not be considered. If the document issued does not correspond to the requested or ordered information, then the passenger shall be entitled to reject it and request that the correct document be issued.

9. Trading in documents

- 9.1. Trading in travel documents or related travel documents, as well as vouchers, indemnities, credit notes or ČD loyalty points without prior authorisation on the basis of a contract with ČD is prohibited.

10. Invalid documents

- 10.1. A ticket, related travel document or discount card shall not be considered valid if:
- the passenger has not complied with the stated conditions for their use or inspection;
 - they are expired or not yet valid (except for specified cases and extraordinary events);
 - the original document was not presented;
 - upon scanning it was determined to be invalid, unknown or already presented, or, if the electronically saved information does not match the information on the document presented by the passenger;
 - the photo on the discount card does not match the actual appearance of the presenter;

- f) the prescribed information or part of the document is missing, does not reflect the reality or was illegitimately changed or modified;
 - g) the document is damaged so that the determinative information necessary for verification of its validity and of the correctness of its use is not legible;
 - h) the passenger's right under the contract of carriage was exercised (a refund was claimed) for it.
- 10.2. The authorised ČD employee shall not recognise invalid documents and the passenger shall be required to pay the fare (differential fare) for which he or she demonstrates eligibility, plus a fare surcharge per the SPPO.
- 10.3. The authorised ČD employee shall confiscate invalid documents issued by or verified by ČD, as well as invalid student discount cards. The authorised ČD employee shall issue a confirmation of the document's seizure to the passenger.
- 10.4. Neither invalid documents presented for inspection prior to the start of their term of validity nor In Karta cards shall be confiscated;
- 10.5. For justifiably confiscated documents, ČD does not provide replacements or issue duplicates.

11. Damaged documents

- 11.1. A duplicate can be issued at the ticket counter for damaged or hardly legible (faded) paper travel documents or related travel documents issued per the ČD Tariff. These must be documents that were purchased at the ticket counter, from an authorised CD employee on the train, or from a ticket vending machine, and are also documents whose term of validity has not yet begun or expired.
- 11.2. A duplicate can be issued upon handover of the original document. If it is not possible to read the original document on the CD equipment using the QR code, then the identification number of the cashier/device that issued the document (top right), the transaction number of the document (top left) and the document's date of issue must be legible on the document. If even one of these items is not legible, then a duplicate cannot be issued.

12. Lost or stolen documents

- 12.1. ČD shall not provide replacements for lost, stolen, soiled or illegitimately changed or modified paper travel documents, related travel documents or discount cards. Duplicates are not issued for such documents.
- 12.2. Lost, stolen or damaged travel documents or discount cards issued as ČD applications on a In Karta card can be blocked or unblocked, or a duplicate can be issued under the terms and conditions stipulated in the ČD Tariff, or under the terms and conditions of the card issuer in the case of a ČD application on an ITS card.

B. PAYMENT

13. Payment methods for individual sales channels

13.1. At the ticket counter, it is possible to make a payment as follows:

- in cash in Czech crowns or in euros;
- using a payment card;²
- using the electronic wallet on an In Karta card (EPIK) or on the ITS card of a contractual partner;
- using a ČD voucher, credit note or indemnity;³
- by invoice on the basis of a written order; the order form can be retrieved at the ticket counter or downloaded from www.cd.cz.

13.2. In the ČD e-shop, it is possible to make a payment as follows:

- using a payment card;⁴
- using a ČD voucher or credit note;⁵
- using ČD Points loyalty points;
- using funds from a ČD Credit account;
- using a transport voucher;
- by invoice;
- using a discount code.

13.3. In the Můj vlak ("My Train") application, it is possible to make a payment as follows:

- using a payment card;
- using a ČD voucher or credit note;
- using ČD Points loyalty points;
- using funds from a ČD Credit account;
- using a discount code.

² Recommended payment method, if the service is available at the ticket counter in question.

³ They cannot be used to pay for a purchase of ČD gift vouchers.

⁴ When using the TeleTiket service, it is necessary to provide the required information to the ČD Central Customer Service (CZS) operator.

⁵ They cannot be used to pay for a purchase of ČD gift vouchers.

13.4. At a ČD ticket vending machine, it is possible to make a payment as follows:

- using coins in Czech crowns;
- using the electronic wallet on an In Karta card (EPIK) or on the ITS card of a contractual partner;
- at selected vending machines also using banknotes or a payment card.

13.5. When purchasing from an authorised ČD employee on the train, it is possible to make a payment as follows:

- in cash in Czech crowns or in euros;
- using a payment card;⁶
- using the electronic wallet on an In Karta card (EPIK) or on the ITS card of a contractual partner;
- using a ČD indemnity.

13.6. The exchange rate between CZK and EUR is published by ČD's Claims Processing Facility (OPT) on jzk.cd.cz and an authorised ČD employee with inform the passenger of the exchange rate upon request.

13.7. On the train or when using a ticket vending machine, it is not possible to purchase documents with a price in excess of CZK 10,000.

13.8. Before paying at the ticket counter, in the ČD e-shop or in the Můj vlak ("My Train") application, it is possible to apply ČD discount codes for published offers.

13.9. When paying by invoice or using a Charita Česká republika transport voucher, the passenger is required to announce this in advance.

13.10. Cashless payments cannot be combined with EPIK payments or ITS electronic wallets including electronic wallets on ITS cards.

14. Cash payments

14.1. In the case of payments in cash, the passenger shall be required to pay for the fare using valid coins or valid banknotes in reasonable denominations commensurate with the price of the documents being paid for.⁷

⁶ Recommended payment method, provided the service is available.

⁷ See Section 5(1) of Act No. 136/2011 Coll., on the circulation of banknotes and coins, as amended.

14.2. If a passenger uses a banknote (denominated in CZK or EUR) for which the authorised ČD employee does not have change, then the ČD employee may offer to issue the passenger a voucher for a cash payout in the amount that he or she could not pay out in change, on condition that the passenger present personal identification, or the authorised ČD employee may refuse such a payment.

The voucher for a payout in cash shall be valid for 30 days; during its term of validity, the voucher can be presented at any ČD ticket counter in combination with personal identification for cash payout of the specified amount. After its term of validity has expired, the passenger may send the original voucher to ČD's Claims Processing Facility (OPT) with a request that the amount be transferred to his or her bank account, or sent as a postal money order to his or her address less postal charges.

14.3. When receiving the returned cash, the passenger shall be required to ensure that the correct sum of money was returned. Subsequent claims will not be considered.

15. Payments with a payment card or EPIK

15.1. At ČD ticket counters, it is possible to pay with an EPIK with the option to pay a differential price in CZK; at designated ticket counters it is also possible to pay with payment cards with the option to pay a differential price in CZK.

15.2. If the passenger could not make an EPIK payment at the ticket counter for reasons of a malfunctioning device, he or she will be ticketed on the train without a handling surcharge.

15.3. If a passenger could not make a payment on the train, an authorised ČD employee will issue a confirmation specifying the fare (differential fare), for which the passenger claims eligibility, including a fare surcharge in the amount of CZK 1000.

The passenger shall be required, within 14 days from the date of the journey in question, to visit a ticket counter, where he or she shall pay the calculated fare, and the fare surcharge shall be cancelled or changed to a handling surcharge per the SPPO.

If the last day of this term falls on a non-working day, the last day of the term shall be the next subsequent working day.

If the passenger fails to visit a ticket counter to pay the receivable, ČD will proceed with collection in the full extent per the issued confirmation.

16. Payment with vouchers, credit notes and ČD indemnities

16.1. Within the scope of one payment, it is possible to apply an unlimited number of valid vouchers and/or ČD credit notes, and a maximum of five valid indemnities for non-fulfilment of selected standards.

16.2. If, in the case of a payment at the ticket counter, the value of presented vouchers, credit notes and/or indemnities is greater than the amount of the payment, then the difference shall be paid out by issuing an overpayment voucher, the term of validity of which shall be derived from the original

document with the longest term of validity. If the total value of the documents is less, then the passenger shall pay the difference in cash in CZK or with a payment card.

16.3. If, in the case of a payment in the ČD e-shop, the value of the entered vouchers and/or credit notes is greater than the amount of the payment, then the difference shall be paid out by issuing an overpayment voucher, the term of validity of which shall be derived from the original document with the longest term of validity. If the total value of the documents is less, then the passenger shall pay the difference.

16.4. If, in the case of a payment with an indemnity on the train, the indemnity's value is greater than the amount of the payment, then the difference shall not be refunded. If, in the case of a payment with an indemnity on the train, the indemnity's value is less, then the passenger shall pay the difference in cash in CZK.

17. Payment with a transport voucher or ČD loyalty points

17.1. A transport voucher and/or loyalty points can only be used to pay for a ticket whose transport route does not differ in a circuitous journey by more than 30% from the shortest route. In the case of a fare which includes a journey in the opposite direction, it is possible to pay for a ticket in the manners specified above provided the shorter segment does not constitute more than 30% of the longer segment.

C. INSPECTION OF DOCUMENTS AND TICKETING ON THE TRAIN

18. If, during an inspection of documents during the course of fulfilment of the contract of carriage, a passenger fails to present a valid ticket or related travel document including related connecting documents for reasons on his or her side, then the passenger shall pay the fare for which he or she demonstrates eligibility from the boarding station to the destination station. If the boarding station cannot be determined reliably, then the passenger shall be required to pay the fare from the train's originating station or from the border point. If the passenger fails to pay the required amount immediately, the procedure shall be per Article 53 of the SPPO.

19. If the passenger fails to present a ČD discount application recorded on an In Karta card or ITS card, then he or she can demonstrate his or her eligibility at the time of the journey subsequently at a ticket counter no later than on the 30th day following the journey in question.

For the verification, he or she shall pay a contractual penalty per the ČD Tariff regardless of the number of concurrently presented confirmations for which the verification is performed. The passenger shall not pay this fee, if the need to verify the application's validity was due to a non-functional chip on a card or the conductor's non-functional card scanner.

Upon successful verification of such validity, debt collection/recovery of the receivable specified on the confirmation shall be halted.

If the passenger fails to appear to verify the application's validity by the set deadline, then legal debt collection/recovery of the receivable specified on the confirmation, including related fees, shall proceed.

20. Ticketing on the train without a handling surcharge

20.1. An authorised ČD employee on the train will issue a fare or related travel document without a handling surcharge:

- a) after boarding at an unattended station:
 - during the first ticketing with a document, provided the passenger announces the need to have such a document issued to an authorised ČD employee no later than at the moment when the passenger is called upon to present documents;
 - the preceding point applies on trains with directed passenger boarding in designated carriages only;
- b) after boarding at an attended station:
 - for a fare upgrade to 1st carriage class, for a circuitous journey, for a journey beyond the original destination station, and when issuing fares for ZTP and ZTP/P cardholders, provided the passenger announces the need to have such a document issued to an authorised ČD employee no later than at the moment when the passenger is called upon to present documents;
 - when issuing a free ticket to children under 6 years of age;
 - when issuing a document for a dog or a document for transporting luggage;
 - when purchasing a seat reservation;
 - in the case of substitute ticketing, if the ticket could not be issued to the requested destination station or with the requested type of fare for reasons on ČD's side;
 - if purchasing a ticket from a ticket vending machine in the vehicle,⁸ if one is installed, no later than at the moment of boarding;
 - upon presentation of a valid travel document issued by a different carrier after transferring from a connecting train;
 - during the first ticketing or a fare upgrade after transferring from a rail replacement service or from a train designated in the valid timetable with the symbol  upon presentation of the previous ticket;
 - during the first ticketing on a regional (Os) or regional fast (Sp) train on the territory of the Liberec Administrative Region on lines 030, 035, 040, 041, 042, 046, 064, 070, 080 or 087;⁹

⁸ In the event of a malfunction, from an authorised ČD employee.

21. Ticketing on the train with a handling surcharge

21.1. An authorised ČD employee on the train will issue a fare or related travel document with a handling surcharge except for cases per Article 20.1b) of the SPPO as follows:

- a) after boarding at an attended station, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present documents;
- b) in the case of repeated ticketing after commencing a journey at an unattended station, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present documents;
- c) from a border point;
- d) when ticketing in a different carriage of the train, than that designated for passenger boarding at an unattended station in the case of directed passenger boarding.

21.2. The handling surcharge shall apply for the issuing of each document only once, regardless of the number of passengers specified thereupon.

22. Ticketing on a train designated with the symbol

22.1. On trains designated in the valid timetable with the symbol , *self-service passenger ticketing method*, no conductor is present and therefore a different passenger ticketing method applies. The provisions of the SPPO and the ČD Tariff shall apply on these trains with the deviations specified below in this Article.

22.2. When boarding a train marked in the valid timetable with the symbol , passengers shall be required to board with a pre-purchased travel document or related travel document (hereinafter a “document”).

22.3. Passengers without a document shall be required to purchase the necessary documents immediately upon boarding the train using a ticket vending machine in the vehicle or from the train driver (information about the ticketing method is published on a notice board in the vehicle). If it is possible to pay at the ticket vending machine only with coins and the passenger has only banknotes, then the passenger shall ask the train driver, while the train is standing, to exchange a banknote for coins. The obligation to purchase a ticket or request the exchange of a banknote for coins also applies to passengers with limited mobility and orientation, unless prevented by their health or other limitations; if possible, the train driver shall help the passenger to make the purchase. If the passenger is travelling outside a line circuit with self-service passenger ticketing ()⁹, then he or she shall purchase a document valid at least to the transfer station (this is permitted only for documents per the ČD Tariff). When transferring, passengers who do not have a valid document for the onward journey shall purchase a document at the transfer station or request to purchase one from an authorised ČD employee on the connecting train. In both cases, the document shall be issued from

⁹ Line numbers are published in the valid timetable.

the original boarding station to the actual destination station and shall deduct the price originally paid from the price of the new document.

- 22.4. The train driver shall ticket passengers, issue confirmations of provide information only if this is possible in view of his or her duties relating to operating the train. If he or she cannot provide these services for passengers, then passengers can contact ČD's Central Customer Service (CZS) with their request by telephone.
- 22.5. In the event that the ticket vending machine is malfunctioning, the passenger shall report this fact to the train driver (but only when the train is waiting at the station). In this case, the passenger shall purchase documents from the train driver if possible, or the passenger can purchase them in the ČD e-shop or in the Můj vlak ("My Train") application where he or she shall select a suitable subsequent station as the boarding station.
- 22.6. Passengers without a document boarding a carriage not equipped with a ticket vending machine and passengers boarding a carriage not equipped with a ticket validator shall be required to board through the doors located closest to the train driver's cabin and, during the period when the train is waiting at the station, to request that the train driver issue the required tickets.
- 22.7. Passengers may board a trailer carriage or part of a carriage equipped only with a ticket validator only if they have purchased a valid document in advance.
- 22.8. Tickets purchased on the train in question shall be valid only on that train and on connecting trains per the concluded contract of carriage.
- 22.9. Passengers shall be required, immediately after boarding the train, to validate their document using a ticket validator (in the direction of the arrows, or on the back of the ticket if no arrows are marked on the ticket) if the carriage is equipped with one. In the case of a return ticket issued per a different tariff from the ČD Tariff, passengers shall validate it on the return journey on the on the opposite side.
- 22.10. Commuter tickets, network tickets, international tickets, tickets purchased on the train in question, eTiket tickets and certain ITS tickets (per the conditions of carriage of the ITS in question) shall not be validated using a ticket validator.
- 22.11. Except in cases stipulated in Article 22.10 of the SPPO, a document which has not been validated presented in a carriage equipped with a functional ticket validator, or a document validated in the ticket validator repeatedly (excluding return tickets), is invalid on the train in question. Passengers who present such a document, or who fail to present the required valid document to an authorised ČD employee during an inspection of travel documents, shall pay the fare for which they demonstrate eligibility and a fare surcharge per the ČD Tariff.
- 22.12. Information about the conditions of carriage on trains designated  is provided on notice boards at the relevant stations and on the relevant trains.

23. Ticketing in rail replacement services

- 23.1. In stipulated cases, the terms and conditions specified below, which differ from the rest of the SPPO, shall apply for the ticketing of passengers without a valid document in the premises of a rail replacement service. Passengers shall be informed of the initiation of ticketing per this Article when a rail replacement service is introduced on www.cd.cz and on notice boards at the relevant stations.
- 23.2. Unless the ticketing and inspection of travel documents is performed prior to boarding the rail replacement service, passengers shall always board a rail replacement service through the front doors. In such a case, they shall present their documents to the driver for inspection.
- 23.3. The driver shall ticket passengers boarding without a valid document with a rail replacement service ticket valid on the connection in question until the passenger disembarks per the FARE SCHEDULE FOR RAIL REPLACEMENT SERVICES in the ČD Tariff.
- 23.4. A rail replacement service ticket issued by the driver (even issued from his or her own issuing device) has all the appurtenances of a ČD travel document and of a simplified tax receipt.
- 23.5. When transferring to a connecting train, passengers who do not have a valid document for the onward journey shall purchase a document at the transfer station or shall request to purchase one from an authorised ČD employee on the connecting train. In both cases, the document shall be issued per the ČD Tariff from the original boarding station to the actual destination station, and the price originally paid shall be deducted from the price of the new document.
- 23.6. Rail replacement service tickets cannot be purchased in advance sales.
- 23.7. In announced cases published on www.cd.cz and on notice boards at affected stations, only travel documents of the relevant integrated transport system (ITS) may be sole for rail replacement services.
- 23.8. Authorised ČD employees may ticket passengers prior to boarding a rail replacement service, during the journey aboard a rail replacement service, or when disembarking from a rail replacement service. Passenger ticketing when disembarking from a rail replacement service is possible only on the basis of a confirmation of boarding the rail replacement service, which the passenger shall receive free of charge at his or her boarding station from the driver of the rail replacement service.
- 23.9. If the passenger fails to present a confirmation of boarding the rail replacement service, then upon disembarking the passenger shall pay the fare from the originating station of the rail replacement service for which he or she demonstrates eligibility and a fare surcharge per the ČD Tariff.

24. Ticketing on historic, nostalgic and excursion trains

- 24.1. For historic, nostalgic and excursion trains, terms and conditions divergent from these SPPO may be announced. Any divergent terms and conditions must be announced for each event separately in a Temporary Tariff and Carriage Measure (DTPO) published on www.cd.cz or www.cdnostalgie.cz.

25. Fare surcharge



- 25.1. If, after boarding at an attended or unattended station, a passenger without a document fails to request that one be issued by the deadlines stipulated in Articles 20.1 and 21.1 of the SPPO, then he or she shall pay a fare surcharge per the ČD Tariff in addition to the price of the fare or related travel document. The procedure for paying the fare surcharge is specified in Article 50 of the SPPO.
- 25.2. The passenger shall not pay either a fare surcharge for the issue of a free ticket for a child under 6 years of age, when paying for a related travel document for a dog, when paying for transporting luggage, or when purchasing a seat reservation.

Chapter III Occupying seats on the train

26. Common provisions

Each passenger who has concluded a contract of carriage is entitled to occupy one available seat in the carriage.¹⁰

- 26.1. A seat which a customer leaves for a short period of time during the train journey (to go to the WC, dining or bistro compartment, etc.) is still considered to be occupied if this is communicated to other passengers or if an item of clothing is lain over it or if it is marked in another suitable manner.
- 26.2. If the capacity of seats is exhausted, then the passenger may occupy at his or her own discretion an empty place for standing in an area specified for this purpose. Standing is not permitted in designated areas in the carriage or in the corridor in front of the emergency exit from the train driver's cabin or in the handling area of the luggage or service compartment, nor is it permitted for passengers with travel documents for 2nd carriage to stand in the corridor of a 1st class carriage.
- 26.3. If all seats on the train are occupied (including spaces for standing), then an authorised ČD employee shall have the right, for safety reasons, to refuse boarding to additional passengers wishing to board the train.
- 26.4. Designation of reservation trains, carriages and seats:
- trains with the option to reserve seats are marked in the valid timetable with the symbol **R**, and trains with required reservations are marked with the symbol **R**;
 - the numbers of reservation carriages are specified on the outside and inside of the carriage;

¹⁰ This condition does not apply in the case where a passenger with an international document designated as "Privatanteil" shall have a claim to all seats in the given compartment.

- c) the numbers of seats are specified in the carriage at each seat; if a reservation has been sold for them, then they are generally marked as reserved with a specification of the reserved segment;
- d) seats marked as Express reservation (“Expresní rezervace”) do not contain a specification of the reserved segment.

Passengers without a valid seat reservation are required, except for the cases specified below, to relinquish a reserved seat to a passenger who presents a valid seat reservation for the seat in question.

26.5. In the event of a change in the train composition, a substitute seat may be allocated to a passenger. If the allocated seat has the same or higher services (electrical sockets, WiFi, and the like), then the passenger shall not be entitled to an indemnity for non-fulfilment of selected standards.

27. Occupying a seat in a 1st class carriage or compartment

27.1. Only a passenger with a travel document valid for 1st carriage class can occupy a seat in a 1st class carriage or compartment, or in the railjet Business section; such a passenger shall have the right to preferentially occupy an unreserved seat before a passenger who wishes to purchase a ticket for (or upgrade to) 1st carriage class from an authorised ČD employee on the train.

27.2. A seat in a 1st class carriage or compartment may be occupied by a passenger with a td for 2nd carriage class only on the basis of the consent of an authorised ČD employee or if the 1st class carriage or compartment is extraordinarily included in a train which, according to the valid timetable, should be composed of 2nd class carriages only.

28. Occupying a seat with a preferential designation

28.1. A reserved seat or seat in a section for passengers with a disability or with limited mobility and orientation, for passengers travelling with children under 10 years of age, family compartments or the children’s cinema, for passengers transporting a bicycle as oversized luggage, for women travelling alone (the so-called ladies’ compartment) and other seats with a preferential designation, may be occupied by other passengers only if such seats are not claimed by passengers for whom they are preferentially designated.

28.2. A passenger with a ZTP/P card has the right to occupy one reserved seat for himself or herself, and one for his or her guide as well; the passenger is required to demonstrate eligibility with the relevant discount card.

28.3. In a compartment reserved for passengers travelling with children under 10 years of age and in family compartments, at most 3 passengers 10 years of age or older shall have the right to preferentially occupy seats for each accompanying child under 10 years of age.

28.4. If a seat in the ladies' compartment is occupied by a woman who does not wish to travel with men, then the other empty seats may be occupied only by other women or by children under 10 years of age.

29. Occupying a seat in a quiet compartment

29.1. A passenger who occupies a seat in a quiet compartment is required to refrain from any noisy conversations of other disruptive activities such as making telephone calls, letting a mobile telephone ring or listening to an audio-visual device that produces audible sound.

30. Occupying a seat in a dining or bistro carriage or compartment

30.1. Seats in a dining or bistro carriage or compartment, or seats marked as bistro seats may be occupied by passengers with a travel document for 1st or 2nd carriage class while consuming beverages or aliments purchased there. After paying the bill and finishing such consumption, the passenger shall be required to leave the section or seat.

30.2. If the bistro compartment is located in a 1st class carriage, then a seat in this compartment can be occupied by a passenger with a valid document for 1st carriage class even without consuming beverages or aliments.

31. Occupying a seat in a reservation carriage without required reservations

31.1. A passenger may occupy a seat in a reservation carriage without required reservations only if this seat is not claimed by a passenger with a valid seat reservation or if no other passenger declares this seat to be occupied.

31.2. A passenger shall forfeit his or her claim to a reserved seat in a reservation carriage without required reservations if he or she does not occupy it within 15 minutes following the train's departure from the station specified on the seat reservation.

31.3. Seats for which seat reservations have been sold are generally marked with a specification of the occupied segment. If a seat is marked as Express reservation ("Expresní rezervace" - sold until the train's departure), then a passenger occupying it without a seat reservation shall take due note of the fact that at any time during the journey the seat may be claimed by a passenger with a valid seat reservation.

31.4. If a passenger purchases a reservation for a seat for which he or she cannot demonstrate eligibility, then he or she shall be required to make the seat available to a passenger without a seat reservation who demonstrates eligibility to preferentially occupy it. In such a case, the passenger shall not have a claim to a refund of the price paid for the seat reservation or to an indemnity.

31.5. The reservation of seats on trains or in carriages that are not included in the reservation system can only be ordered by groups of 20 or more passengers through the ordering system for transporting groups (see Article 34 of the SPPO).

32. Occupying a seat with a required reservation

- 32.1. A passenger can use trains or compartments with required reservations only with a valid seat reservation; even a child under 6 years of age transported free of charge in a separate seat must have such a seat reservation as well.
- 32.2. If a passenger without a seat reservation occupies a seat in a carriage or on a train with required reservations, then he or she must immediately purchase a seat reservation from the conductor. If all seat reservations are sold out, then the passenger shall pay a surcharge for unauthorised boarding of a required reservation train per the ČD Tariff and can occupy an available seat on the train designated for him or her by an authorised ČD employee. Even after paying the surcharge, however, the passenger shall not have the right to draw services linked to a paid seat reservation. If the passenger does not pay for a seat reservation or for the surcharge for the use of a required reservation train without a reservation after all reservations have been sold out, then the passenger shall be charged a surcharge for breaching the SPPO per the ČD Tariff and shall be excluded from transport at the next station. The procedure for subsequent payment of the surcharge is the same as in Article 50 of the SPPO.
- 32.3. The preceding point shall also apply to the transport of bicycles on trains designated in the valid timetable in the train header with the symbol  or , unless this is prevented for technological or safety reasons.
- 32.4. If the passenger presents more seat reservations than the actual number of passengers on a train or in a compartment with required reservations, then he or she shall pay a surcharge for breaching the SPPO for each such illegitimately occupied seat.
- 32.5. If the passenger, on a train or in a compartment with required reservations of spaces for bicycles, presents a reservation for a seat and a bicycle but without travelling with a bicycle, and seat reservations for passengers without a bicycle were not sold out for the required reservation train/compartment, then this constitutes a breach of the conditions of carriage for the illegitimately occupied seat.
- 32.6. After the reservations for all other seats have been sold out, the passenger may purchase a seat reservation for a seat with a preferential designation for which he or she cannot demonstrate eligibility (except for seats in the ladies' compartment).

33. Illegitimately occupied seat

- 33.1. The passenger shall be required to relinquish immediately an illegitimately occupied seat to a passenger who has the right to occupy it.
- 33.2. If the passenger breaches the conditions of carriage by relinquishing an illegitimately occupied seat to another passenger who has the right to occupy it only after being called upon to do so by an authorised ČD employee, even if the passenger purchased a reservation for a seat with a preferential designation without being able to demonstrate eligibility to occupy such a seat, then he or she shall

pay a surcharge per the ČD Tariff for each such occupied seat.¹¹ The procedure for subsequent payment of the surcharge is the same as in Article 50 of the SPPO. The passenger shall be required to relinquish the illegitimately occupied seat even after paying the surcharge.

34. Ordering system for transporting groups

- 34.1. Groups of 20 to 99 passengers (hereinafter 20 passengers or more) can order transport including an extraordinary train stop (see Article 44 of the SPPO) using the order form on www.cd.cz/skupiny, at the ticket counter or through ČD's Central Customer Service (CZS), tel. +420 221 111 122, no later than **72 hours** prior to the train's departure from the passengers' boarding station per the valid timetable. A requirement is the observance of the minimum number of 20 passengers; and fares must be generated by the ordering system for at least 2 passengers. On the basis of the entered information on the number and structure of passengers, the ordering system will optimise combinations of fares pursuant to the terms and conditions of the ČD Tariff for this group of passengers. After the order's approval, it is necessary on the basis of the allocated transaction code to purchase tickets in the ČD e-shop or at any ticket counter. Tickets must be purchased no later than **48 hours** prior to the train's departure from the boarding station specified on the ticket, or at a set time sent in an e-mail; otherwise, the order will be forfeited.
- 34.2. Tickets purchased through the ordering system for transporting groups are numerically interlinked.
- 34.3. In the case of an extraordinary train stop, disembarking passengers must be ticketed to the nearest subsequent station and boarding passengers must be ticketed from the nearest preceding station where the requested train stops per the valid timetable. For an extraordinary stop, the passengers shall pay the "Fee for a permitted stop or delay of the train" ("Poplatek za povolené zastavení nebo zdržení vlaku") per the ČD Tariff.
- 34.4. As part of the approval of transport ordered for the group, the transport organiser may, by agreement with the passenger, change the originally planned transport route or divide the group among multiple connections. In case of an extraordinary event or closure on the line, it is not possible to guarantee common seating of the group in the same carriage.
- 34.5. As part of their order, groups of 20 or more passengers with bicycles shall receive a free reservation of a space for a bicycle in regularly included carriages until capacity is exhausted. If a supplementary carriage is included for transporting bicycles, then it shall be necessary to pay the fee for reserving a space per the ČD Tariff.
- 34.6. After the transport has been approved and paid for, the passenger shall obtain as part of the order, along with his or her own fare and the fares for the accompanying passengers, free seat reservations or free reservations of seats for the selected trains, provided this is

¹¹ But see the exception for trains/compartments with required reservations.

technically and technologically feasible, and free reservations of spaces for bicycles, as the case may be.

34.7. It is not possible to issue free seat reservations and reservations of spaces for bicycles for compartments/trains with required reservations.

34.8. No seats shall be reserved, nor shall free seat reservations be issued for orders of transport under 15 kilometres or for any of the individual trains on the approved route travelling under 15 kilometres, even on rail replacement services.

34.9. ČD reserves the right to refuse the order if it cannot be arranged for operational reasons.

35. Excluded inland transport

35.1. On trains or in carriages with excluded inland transport, and in sleeper and couchette carriages, boarding by passengers in inland transport is excluded. If a passenger without a travel document for international transport boards a train or carriage in which inland transport is excluded, then he or she shall pay a surcharge for breaching the conditions of carriage per the ČD Tariff and shall be excluded from transport at the next station.

Chapter IV

Transporting persons with a disability and persons with limited mobility and orientation

36. Common provisions

- 36.1. A person with a disability or with limited mobility and orientation shall be understood as any person with a permanent or temporary physical, mental, intellectual or sensory disability, which, in combination with various obstacles can prevent him or her from using railway transport fully and efficiently on an equal basis with other passengers, or whose movement when using such transport is limited due to age.
- 36.2. The transport of passengers with a disability or with limited mobility and orientation requiring the constant assistance or supervision by another person shall be possible only if such passenger is escorted by a physically and mentally mature and able guide who, on his or her own, is capable of providing all assistance related to escorting the passenger in the station and to the passenger's actual transport, and who will be with the passenger for the duration of the transport. The guide of a blind passenger may be a guide dog rather than another person. The passenger shall be responsible for the selection of his or her guide.
- 36.3. Information on how and where to purchase documents, or to order an escort at the station, assistance in boarding or disembarking, or the actual transport in advance, is available on www.cd.cz, on station notice boards, at ticket counters in railway stations, or through ČD's Central Customer Service (CZS) on tel. +420 221 111 122.
- 36.4. In the case of transport for persons with a disability or with limited mobility and orientation who do not require any escort or assistance boarding or disembarking from the train, it is not necessary to announce such transport in advance.
- 36.5. Passengers with a disability or with limited mobility and orientation shall have the right aboard ČD trains to occupy a seat with a preferential designation per Article 28 of the SPPO and to free transport of an orthopaedic wheelchair per the ČD Tariff, or a medical device, corresponding to their disability or illness (e.g. crutches or a walker).¹² Compensatory aids such as bicycles, kick-scooters, scooters, etc. are not considered to be medical devices.
- 36.6. To arrange transport aboard the trains of other carriers, or transport using multiple carriers within the scope of a single journey, it is necessary to use the Uniform Tariff System (UTS/SJT) OneTicket Assistance ordering system available on <https://oneticket.cz/asistence> or on tel. +420 222 266 755, or by e-mail on asistence@oneticket.cz.

37. Escort and assistance at railway stations

¹² Pursuant to Act No. 48/1997 Coll., on public health insurance and on amending certain related acts, as amended (Annex 3, section C).

- 37.1. A passenger with a disability or with limited mobility and orientation can order a free escort at the station or assistance boarding and disembarking no later than 24 hours prior to the train's departure from the boarding station, even repeatedly for subsequent journeys on the same travel document. If, within the scope of an order for an escort or assistance, refuses an escort at the station, then the passenger shall be fully responsible for his or her safety while at the station and while moving around the station, and for reaching the train on time.
- 37.2. Within the scope of an approved escort or approved assistance, ČD does not provide supplementary services, e.g. help with luggage, supervision of children, and the like, unless arranged otherwise with the passenger.

38. Passengers with an orthopaedic wheelchair

- 38.1. Information on stations whose technical equipment and accessibility enable passengers using a wheelchair to board, disembark and transfer between trains, as well as information about trains on which passengers using wheelchairs can be transported, is published in the electronic timetable, on www.cd.cz, and in the Můj vlak ("My Train") application. Upon request, this information will be provided by ČD employees at railway stations or at ČD's Central Customer Service on tel. +420 221 111 122.
- 38.2. An order of assistance boarding and disembarking for transport on trains which, according to the train composition plan, are scheduled to include a carriage suitable for transporting passengers using an orthopaedic wheelchair, must be placed no later than **24 hours** prior to the train's departure from the passenger's boarding station.
- 38.3. An order of assistance boarding and disembarking for transport on trains into which it is necessary to extraordinarily include a carriage suitable for transporting passengers using an orthopaedic wheelchair must be placed no later than **48 hours** prior to the train's departure from the passenger's boarding station.
- 38.4. If the train does not include a carriage suitable for transporting passengers using an orthopaedic wheelchair and such a carriage cannot be included even extraordinarily, it is possible, quite extraordinarily and with the express consent of the passenger, to realise such transport in the service compartment, despite the fact that the service compartment does not meet the standards of transport.
- 38.5. The passenger's boarding onto the train is realised with the help of a stationary platform lift (in the carriage) or a mobile platform lift (on the station platform). It shall be operated during assistance boarding the train and disembarking from the train exclusively by trained ČD employees or by employees of the Railway Infrastructure Administration (Správa železnic, s.o.). It is necessary to specify in the order whether the passenger, on his or her own responsibility, requests that boarding and disembarking on the platform lift be provided also for his or her guide, including a guide dog or assistance dog.
- 38.6. An orthopaedic wheelchair must be equipped with a functional brake, which will be engaged to prevent movement during assistance boarding or disembarking using a platform lift and during the

entire transport. Responsibility for the correct technical condition of the orthopaedic wheelchair shall be borne by the passenger or by his or her guide, as the case may be.

- 38.7. In the case of approved assistance boarding and disembarking, or an approved escort at the station, the passenger shall be required to notify the designated contact workstation no later than 30 minutes prior to the train's departure from the passenger's boarding station that he or she is ready for the transport, and to agree on the further procedure with a designated employee.
- 38.8. If the passenger fails to report to the boarding station for transport by the set deadline, and does not even appear at the train for boarding, then all other ordered services connected with the transport (transport, disembarking, escort, etc.) will be cancelled.
- 38.9. If a passenger on an orthopaedic wheelchair, without ordering assistance, appears for the departure of a train onto which it is not possible to board using a low-platform carriage arrangement, then the transport can be arranged in real time only if boarding using a platform lift would not cause a delay generating sanctions of the ordering party, and if transport is feasible both technically and with respect to capacity.

39. Order for an escort and assistance

- 39.1. An order for an escort at the station or for assistance boarding and disembarking can be placed by filling in the order form on www.cd.cz/vozickari or by providing the necessary information at any ticket counter or through ČD's Central Customer Service (CZS), tel. +420 221 111 122. No fees are charged for arranging an escort or for providing assistance to the passenger.
- 39.2. By accepting an order, ČD undertakes to assess it; however, its submission by the passenger does not automatically establish a right to transport on the selected connection or to an escort at the selected station. The passenger will be informed of the result of the order's assessment within 5 working days from its receipt. If an order is submitted within 5 working days prior to the planned journey, then the passenger will be informed of the result immediately after the order is assessed.
- 39.3. If the order cannot be realised according to the passenger's submission, then ČD will offer the passenger an alternative solution. Complete rejection of transport is possible only in cases where:
- it is not possible to provide the transport on the selected train or connection and it is not technologically feasible to include in the train a carriage suitable for transporting passengers using an orthopaedic wheelchair;
 - the capacity of spaces for transporting passengers using an orthopaedic wheelchair has already been exhausted on the requested connection, and the capacity cannot be supplementarily increased;

- c) the technical equipment and accessibility of a selected boarding, disembarking or transfer station makes it impossible for passengers using an orthopaedic wheelchair to access the platform or to board, disembark, or transfer between trains;
- d) the dimensions of the orthopaedic wheelchair exceed 700 mm in width or 1200 mm in length;¹³
- e) the weight of the orthopaedic wheelchair or the sum of the weight of the passenger and that of the wheelchair used is greater than the carrying capacity of the platform lift, and the passenger refuses separate loading the wheelchair and of himself or herself (with the help of the platform lift);
- f) the deadlines for ordering transport were not observed.

39.4. If the passenger wishes to cancel an order for an escort at the station or for assistance boarding or disembarking, or is unable to appear for boarding for unexpected reasons, then he or she shall be required to inform the workstation where the order was placed or the workstation from where the order's realisation was confirmed of this situation immediately, but no later than 12 hours prior to the planned journey.

Chapter V

Transporting live animals

40. Transporting live animals in a completely closed container

40.1. Small animals can be transported on the train in easily portable and completely closable containers with an impermeable bottom, intended or adapted for transporting such animals, provided the animal is completely closed in such a container for the duration of the transport.

40.2. For the transport of animals in a completely closed container, different provisions shall apply depending on the size of the container: provisions on the transport of hand luggage (free of charge) or oversized luggage (after payment of the price for transporting luggage), as the case may be.

40.3. Non-living animals are considered items and are transported per the terms and conditions for transporting luggage, provided they are packaged in a sanitary manner, do not arouse disgust and cannot cause infection.

41. Transporting animals outside of a container

¹³ See Regulation (EU) No. 1300/2014 of 18 November 2014, on the technical specifications for interoperability relating to accessibility of the Union's rail system for persons with disabilities and persons with reduced mobility.

- 41.1. Outside of a completely closed container, the only animal it is possible to transport is a dog in 2nd carriage class (but see Article 41.3 of the SPPO), for which the passenger shall be required to pay for a related travel document for transporting a dog per the ČD Tariff.
- 41.2. A dog transported outside of a container must be wearing a safety muzzle already when boarding the train and for the duration of the transport, and must be kept on a short leash; it may not be on a seat or table, even on a cushion.
- 41.3. The transport of dogs outside a container is excluded in 1st class carriages, in restaurant and bistro carriages, in 2nd carriage class quiet compartments, in compartments reserved for transporting passengers travelling with children under 10 years of age, in family compartments, and in children's cinemas.
- 41.4. Passengers shall be responsible for ensuring that a dog transported outside of a container does not soil other passengers or ČD employees on the train, or the carriage interior; that it does not cause damage to the property of passengers or of ČD; that it does not pose a threat to the safety and health of persons; and that it does not disturb other passengers during transport.
- 41.5. Guide dogs for the blind, assistance dogs and the service dogs of members of security or similar bodies while on duty pursuant to generally binding legislation, may be transported on a train without a muzzle even in 1st class carriages, in restaurant and bistro carriages, in carriages (compartments) reserved for passengers travelling with children under 10 years of age including family compartments, and in quiet compartments. The transport of these dogs cannot be refused, nor can they be excluded from transport.

Chapter VI Interrupting a journey

42. Interrupting a journey

- 42.1. It is not possible to interrupt a journey with a ticket issued for a tariff distance of 100 km or less; in such a case, the ticket or related travel document issued for it shall become invalid, unless stipulated otherwise for the fare in question. After travelling 101 or more kilometres, it is possible to interrupt the journey without formalities at any time, and to continue the journey during the ticket's term of the validity.
- 42.2. It is not possible to interrupt a journey on line 083 between the stations Dolní Žleb and Dolní Poustevna, even after travelling 101 or more kilometres.
- 42.3. An interruption of a journey is considered to have occurred when the passenger disembarks at a station on the journey and continues to the destination station aboard another train. The interruption of the journey shall not prolong the ticket's term of validity.

42.4. An interruption of a journey is not considered to have occurred when the passenger transfers to a different train at a transfer station, walks between stations at a designated tariff hub, or walks between contact stations on different lines.

Chapter VII

Extraordinary train stops

43. Extraordinary train stops for operational reasons

43.1. If a train stops extraordinarily at a station where it does not stop per the valid timetable, then passengers may disembark from or board the train only if such a stop replaces another (cancelled or delayed) train and the passenger was informed of this fact.

43.2. If the train stops on the open track, not at a platform, then passengers may disembark or board after being called upon to do so by an authorised ČD employee. Passengers shall be required to comply with all instructions given to them to ensure their safety.

44. Extraordinary train stops requested by a passenger

44.1. At the ticket counter, passengers can requires an extraordinary stop no earlier than 60 days and no later than 14 days prior to the requested day of the train's extraordinary train stop. Unless prevented for operational reasons, the passenger shall be informed about permission for the extraordinary stop. If the passenger pays the fee for a permitted stop and delay of a train per the ČD Tariff at least 10 days prior to commencing the journey, then the train will stop at the requested station.

44.2. A group of 20 or more passengers can place an order for an extraordinary train stop no earlier than 60 days and no later than 14 days prior to the requested day of the extraordinary train stop only through the ordering system for transporting groups.

44.3. In exceptional cases, the passenger may request an extraordinary stop of a train on which the passenger is travelling from an authorised ČD employee. If operational reasons do not prevent such an extraordinary stop, then the train will stop at the requested station after approval in real time from the dispatcher, provided the passenger immediately pays the fee for a permitted stop or delay of the train per the ČD Tariff.

44.4. Fees paid for an extraordinary train stop or delay are non-refundable.

44.5. Holders of a ZTP/P card using an orthopaedic wheelchair are exempt from paying the fee for an extraordinary train stop or delay.

44.6. A request for an extraordinary train stop may be refused for operational reasons; in such a case, the passenger will be informed of the reasons.

45. Extraordinary train stops requested caused by a passenger

- 45.1. If a passenger breaches the conditions of carriage by causing, through his or her direct or indirect action, an extraordinary train stop or delay which was not approved in advance per Article 44 of the SPPO, then each person who caused or is at fault for causing the delay or cancellation shall pay a surcharge per the ČD Tariff.
- 45.2. For the delay or cancellation of all the passenger trains that were delayed or cancelled as a result of the unauthorised train stop, delay or cancellation, all individuals who participated in the event shall pay compensation per the ČD Tariff jointly and severally in accordance with the provisions of Sections 2915 to 2919 of Act No. 89/2012 Coll., Civil Code. For the calculation of the amount of the compensation for the delay or cancellation of the train, the data recorded in the dispatching system shall be determinative; in the case of trains delayed 60 minutes or more, the compensation shall be calculated as for a cancellation.
- 45.3. In pursuing ČD's claim to compensation for damages vis-à-vis persons who caused the delay or cancellation of the train and did not have a concluded contract of carriage with ČD, the procedure shall be pursuant to Sections 2894 to 2913 of Act No. 89/2012 Coll., Civil Code. From each person that caused the damages, ČD shall seek debt collection/recovery of the actual amount of the damages as well as lost profits including compensation paid out to passengers for non-fulfilment of the contract of carriage.

Chapter VIII

Mutual relationships between ČD and passengers

46. Terms and conditions for entering ČD premises

- 46.1. Premises which are administered by or are the property of ČD are, for the public:
- accessible without limitation (e.g. ticketing areas in front of ticket counters, information centres, WCs, etc.) for purchasing documents, obtaining transport information, and the like;
 - accessible only to passengers with a valid document (waiting areas).
 - inaccessible (intended for service purposes or owned by a different entity).
- 46.2. Premises which are administered by or are the property of ČD may be monitored by a video surveillance system.
- 46.3. Premises which are administered by ČD accessible to the public and to passengers are duly marked at stations with a specification of opening hours. Binding instructions for persons on these premises are published on notice boards.
- 46.4. Entry to premises administered by ČD and accessible to the public is not permitted to persons, even passengers with a valid ticket, if:

- a) they are evidently under the influence of alcohol or other addictive substance and thus could endanger the safety and unimpeded flow of rail traffic or the public order, or if they could cause damage to themselves or to others;
- b) they are using sport equipment (roller blades, skateboard, bicycle, kick-scooter, etc.);
- c) they are conducting themselves in a manner contrary to measures implemented by public authorities adopted for purposes of impeding the spread of infectious disease;
- d) they arouse public umbrage or disgust, or if they are begging;
- e) they are offering or performing activities not related to mass passenger transport or provision of services connected with transporting the public (e.g. distributing promotional material, begging, political agitation, and the like), without having concluded an agreement with ČD for such purpose;
- f) they have with them a dog outside of a closed container, which is not wearing a safety muzzle and/or is not on a short leash; this prohibition shall not apply for guide dogs for the blind, assistance dogs or the service dogs of members of security or similar bodies while on duty pursuant to generally binding legislation.

46.5. ČD waiting areas are premises accessible only to ČD passengers. Passengers may bring the following items with them into ČD waiting areas: hand luggage, a pram or stroller for an accompanying child, and live animals transported with the passenger.

46.6. ČD Lounge waiting areas are ČD premises accessible only to passengers with a document valid for ČD trains:

- a) for 1st carriage class or for 2nd carriage class with a seat reservation for ČD trains of the fast (R) category, or for higher-quality trains;
- b) for passengers with the IN 100 application (all variants);
- c) for passengers travelling with children under 10 years of age;
- d) for passengers who are pregnant women;
- e) for passengers with a valid ZTP or ZTP/P card.

The rules for entering individual ČD Lounge waiting areas may be modified according to local conditions and are published at the entrance to the waiting area.

Passengers may bring the following items into a ČD Lounge waiting area: hand luggage, a pram or stroller for an accompanying child, and live animals a completely closed container only. This restriction shall not apply to guide dogs for blind persons, assistance dogs or service dogs of security or similar bodies while on duty pursuant to generally binding legislation.

46.7. In order the access the ČD Lounge waiting area, the passenger shall present a ticket to an authorised ČD employee in the form of:

- a) a paper ticket, printed from a ČD ticket issue device;

- b) a paper eTiket, printed by the passenger on white A4 paper after purchasing in the e-shop of the relevant carrier or in the Můj vlak (“My Train”) application;
- c) an electronic eTiket as an open PDF file displayed on the monitor or display of the passenger’s portable electronic device;
- d) an alphanumeric transaction code (eTiket);
- e) an electronic ticket, in the form of a record on a card;
- f) an electronic ticket, in a repository fully administered and controlled by ČD, allocated to a specific identifier (e.g. an In Karta card).

46.8. Smoking and the use of electronic cigarettes including heated tobacco products, is forbidden on all premises which are administered by or the property of ČD, including platforms and roofed areas in front of stations. If this prohibition is violated even after repeated appeals, then an authorised ČD employee shall be required to call upon the municipal police or the Police of the Czech Republic to intervene to enforce the prohibition.¹⁴

47. ČD’s duties

47.1. In the interest of safe transport and the corresponding culture of travel, ČD shall ensure:

- a) order, cleanliness and calm in ČD premises, in selected stations with the help of cleaning services companies, civilian security agencies and video surveillance systems;
- b) order, cleanliness and calm on the train, on selected trains with the help of civilian security agencies, video surveillance systems or announced quiet compartments (🔇), compartments reserved for passengers travelling with children (D) or for women travelling alone (👤), or “security zones” marked with an appropriate symbol or label;
- c) non-smoking environments on ČD premises and trains.

47.2. In the interest of passenger care, ČD shall ensure:

- a) uninterrupted operation of ČD’s Central Customer Service (CZS) on tel. +420 221 111 122 and the ability to submit questions electronically on www.cd.cz;
- b) publication of the current wording of the SPPO, ČD Tariff and other transport and tariff information on www.cd.cz;
- c) the ability to ascertain the price of a fare at unattended stations from an authorised ČD employee prior to boarding the train;
- d) the publication of operational restrictions and extraordinary traffic events on www.cd.cz and in the Můj vlak (“My Train”) application;

¹⁴ Pursuant to Section 9(2) of Act No. 65/2007 Coll., on the protection of health against the harmful effects of addictive substances, as amended.

- e) signage for ticket issue points in railway stations, and provision of directed access to ticket counters and designation of discrete zones in selected railway stations;
- f) designation of authorised ČD employees with identifying badges;
- g) publication of services provided on trains in the valid timetable;
- h) a lavatory on the train, unless stipulated otherwise in the valid timetable;
- i) provision of information about a train's location on www.cd.cz and in the Můj vlak ("My Train") application, if such information is technically accessible;
- j) designation of through carriages or groups of through carriages with signboards if a train is composed of multiple parts, and carriages with directed boarding (if stipulated);
- k) marking of reserved seats on the train, notification of the names of stations, and information about the train's journey, extraordinary events, delays, transfers, through carriages, connections, and the like;
- l) bonus and premium services on selected trains¹⁵ and in ČD Lounge waiting areas;
- m) help during extraordinary events, and issuing of needed confirmations;¹⁶
- n) information about timetables for trains operated by other railway carriers and timetables for connecting buses, if this information is technically available.

48. Passengers' duties

48.1. Passengers are required:

- a) to exercise elevated care appropriate for the character of railway, road and other transport;
- b) to comply with the provisions of these SPPO;
- c) to comply with instructions given by public authorities for purposes of impeding the spread of infectious disease;
- d) to comply with instructions given by an authorised ČD employee, with the corresponding symbols or placards, and with instructions given by an employee of a civil security agency in the service of ČD in the interest of the safety and unimpeded flow of passenger transport, the safety of ČD passengers and employees, and the culture of travel with a view to the needs of other passengers;
- e) to comply with the prohibition on boarding a rail replacement service with beverages in open containers or with unpackaged foods;
- f) to take due note of the fact that ČD is required to comply with the decisions of the transport infrastructure operator and with the components of integrated rescue systems;

¹⁵ For passengers eligible for a seat.

¹⁶ A confirmation of a delay is issued in the event of a train delay of 10 or more minutes.

- g) to obey verbal and audio appeals to finish disembarking and boarding, after which they are required to vacate the door space and it is forbidden to board or disembark;
- h) to attend to all measures aimed at facilitating passenger boarding and disembarking or access to the train;
- i) while standing during the journey, to hold onto handrails and other equipment intended for this purpose;
- j) to vacate the trackage at railway stations immediately after disembarking from the train, unless there are island platforms.

48.2. Passengers are responsible for:

- a) purchasing travel documents and related travel documents sufficiently in advance of the train's departure or immediately after boarding the train;
- b) continuously monitoring information about the train's journey with a view to the fact that the announced delay time can change;
- c) timely and safe boarding, boarding onto the correct part of the train (a through carriage or the designated carriage in the case of directed passenger boarding), transferring at the transfer station and disembarking at the destination station (or at a station preceding it if the train does not stop there) in a timely manner, at the specified locations and on the correct side;
- d) occupying a place on the platform sufficiently in advance of the train's departure where they are visible to the train driver at a station where the train stops per the valid timetable only upon request;
- e) with sufficient advance notice informing an authorised ČD employee (in person or using signalling equipment) that they wish to disembark from a train which stops per the valid timetable at the disembarking station only upon request;
- f) ensuring the safety of accompanying children under 6 years of age (i.e. until the day preceding the date of the 6th birthday), who may be transported only if accompanied by a person 10 years of age or older, in particular for preventing such children's unsupervised free movement on the train outside the compartment;
- g) complying with the prohibition on smoking tobacco and other products, electronic cigarettes and heated tobacco and other products; for a violation of this prohibition, passengers shall pay a surcharge for breaching the conditions of carriage per the ČD Tariff, even multiple times if the prohibition is violated repeatedly; in the event of a violation of the prohibition on smoking, a ČD employee shall be authorised to exclude such a passenger from transport even if the passenger immediately pays the surcharge for breaching the conditions of carriage, or to

request that the municipal police or the Police of the Czech Republic intervene to enforce the prohibition.¹⁷

49. Other breaches of the conditions of carriage

49.1. If a passenger on the train performs activities not related to mass passenger transport or the provision of related services (e.g. distributing promotional material, begging, political agitation, and the like) without ČD's prior consent, then he or she shall pay a surcharge for breaching the conditions of carriage per the ČD Tariff, and shall be excluded from transport at the next station.

49.2. If the passenger perpetrates any of the behaviour specified below, he or she may continue the journey after payment of a surcharge for breaching the conditions of carriage per the ČD Tariff, provided the passenger does not perpetrate the specified behaviour repeatedly. These are cases, where the passenger:

- a) fails to obey an instruction given to him or her by an authorised ČD employee;
- b) boards/disembarks on the incorrect side of the train (platform), or opens doors on the incorrect side of the train (platform) while on the train at the station;
- c) opens carriage doors or boards/disembarks from a train which has stopped extraordinarily at a station or not at a station, and ČD has not permitted boarding/disembarking;
- d) jumps onto or off of a train which is moving;
- e) opens the train doors while the train is in motion, unlocks locked doors between carriages, or removes barriers intended to prevent persons from falling out (even while the train at in the station);
- f) unlocks or locks the doors of a carriage, compartment, or other lockable spaces of a carriage using an object that is not part of the carriage;
- g) speaks while the vehicle is in motion to the person driving the vehicle;
- h) impedes the train's departure or deploys the emergency brake without cause;
- i) stores in the luggage storage during transport (ÚBP) service or takes with him or her into the vehicle as hand luggage or oversized luggage an item that cannot be luggage or contained in luggage, or refuses to pay for the luggage;
- j) impedes the use of operational and signalling equipment in the carriage;
- k) breaches the conditions of carriage for transporting live animals;
- l) uses sports equipment (rollerblades, skateboard, bicycle, kick-scooter, etc.) when boarding the train, while on the train, or when disembarking from the train;

¹⁷ Pursuant to Section 9(2) of Act No. 65/2007 Coll., on the protection of health against the harmful effects of addictive substances, as amended.

- m) impedes passengers from continuous boarding, disembarking or passing through the train unit;
- n) relinquishes an illegitimately occupied seat to another passenger only after being called upon to do so by an authorised ČD employee;
- o) illegitimately occupies a seat in a dining or bistro carriage, or a seat designated as a bistro seat;
- p) boards a carriage not intended for transporting passengers or a carriage declared to be occupied or closed; loiters in a carriage marked as a “special carriage”, or in carriage premises intended exclusively for authorised ČD employees;
- q) soils other passengers, ČD employees, or soils or damages ČD equipment or rail replacement service equipment;
- r) throws objects out of the train or allows objects to protrude from the carriage;
- s) violates common social conventions and good morals by e.g. failing to wear a shirt, behaving loudly, playing music loudly, singing loudly, using audio-visual equipment loudly, or, despite a warning, disturbing other passengers in an intolerable manner, or breaching the conditions of carriage for a quiet compartment per Article 29 of the SPPO;

49.3. In certain cases, according to the character of the breach of the conditions of carriage, the passenger shall be required to pay additional compensations and fees over and above the surcharge, e.g. for damaging, soiling or destroying ČD equipment, for delaying additional trains, for payouts of indemnities, etc. In cases stipulated by public health authorities, these may also include compensations for expenses and damages incurred for required decontamination for a violation of Act No. 258/2000 Coll., on protection of public health and on amendments to certain related acts, as amended, and Decree No. 306/2012 Coll., on conditions for preventing the emergence and spread of infectious illnesses and on sanitation requirements for the operation of health care facilities and social care institutions.

50. Fare surcharge and surcharge for breaching the conditions of carriage

50.1. A fare surcharge or surcharge for breaching the conditions of carriage is calculated per the ČD Tariff and can be remitted:

- immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose; in such a case, the surcharge will be reduced prior to payment;
- at the ticket counter within 15 to 60 days from the day on which the obligation to pay the owed amount arose, in the full amount but without charging additional fees;
- by transferring the full amount to the account specified on the confirmation; depending on the date of submission of the payment order, if the 14-day limit is met, then the difference between the charged amount of the surcharge and the reduced amount of the surcharge will be returned to the account from which the payment was made.

If the last day of this term falls on a non-working day, the last day of the term shall be the next subsequent working day.

50.2. If the passenger cannot pay or refuses to pay a fare surcharge or a surcharge for breaching the conditions of carriage immediately, then he or she shall be required to demonstrate his or her identity by providing personal data to an authorised ČD employee for purposes of writing up a confirmation of ČD's receivable vis-a-vis the passenger. The provision of personal data in this case is in accordance with the requirements and principles for processing of personal data governed by Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 110/2019 Coll., on the processing of personal data. If the passenger refuses or is unable to provide his or her personal data, then assistance shall be requested from a person authorised to determine the passenger's personal data pursuant to generally binding legislation.

50.3. If the passenger fails to pay the owed amount by the set deadlines, then the receivable specified on the confirmation, including related fees, will be assigned to a contractual partner. The contractual partner will inform the passenger that the receivable was assigned to it, and will call upon the passenger once again, in the form of a pre-litigation demand for payment, to pay the owed amount before proceeding with legal collection/recovery of the receivable.

51. Exclusion of a passenger from transport

51.1. An authorised ČD employee shall exclude from transport at the next suitable station a passenger who:

- a) breaches the conditions of carriage per Article 49 of the SPPO and refuses or is unable to immediately pay for a fare or related travel document per the ČD Tariff, or a fare surcharge or surcharge for breaching the conditions of carriage per Article 50 of the SPPO;
- b) endangers or could endanger the safety and unimpeded flow of rail traffic or the public order, arouses public umbrage or disgust among the other passengers, or endangers passengers or ČD employees;
- c) takes with him or her for transport an item that does not correspond to the character of hand luggage, and in the train in question it cannot be transported as oversized luggage or using the luggage storage during transport (ÚBP) service, or the passenger refuses to transport it using these services;
- d) is clearly under the influence of alcohol or other addictive substances and is in a state in which he or she poses an immediate danger to himself or herself, or to other persons, the public order or property;¹⁸

¹⁸ See Section 18 of Act No. 65/2007 Coll., on the protection of health against the harmful effects of addictive substances, as amended.

- e) despite a warning or even after paying a surcharge for breaching the conditions of carriage repeatedly, fails to comply with the provisions of the SPPO, or with justified instructions or orders given to him or her by an authorised ČD employee, or behaves contrary to a measure implemented by public authorities adopted for purposes of impeding the spread of infectious disease.

51.2. A passenger's health and safety must not be endangered by his or her exclusion from transport, nor may the safety of rail traffic be endangered; an unaccompanied child under 15 years of age can be excluded from transport only by being handed over to a summoned officer of the municipal police or of the Police of the Czech Republic.

51.3. The station at which the passenger was justifiably excluded from transport shall be considered to be his or her destination station. If the passenger remains on the train after departure from this station or boards it again, then this station shall be considered the new boarding station.

Chapter IX Lost items

52. Searching for a lost item

52.1. If the passenger has lost an item or left it in ČD premises or on a ČD train:

- a) he or she shall request the conductor on the train or at the ticket counter to announce a search;
- b) he or she shall request a search by telephone through ČD's Central Customer Service (CZS) on tel. +420 221 111 122;
- c) he or she shall search in the National Database of Lost and Found Items (Národní databázi ztrát a nálezů) on www.eztraty.cz, where a record is made of all found items, including their release to the owner or handover to the relevant municipal authority or city hall.

53. Handover of a found item

53.1. A conductor on the train may hand over a found item to the passenger, provided he or she still has possession of it, upon presentation of personal identification and based on a description of the determinative traits of the lost item or its contents. The passenger shall confirm takeover of the item with his or her signature on a confirmation issued by the conductor.

53.2. A found item stored in ČD premises will be released to the passenger at the arranged station upon establishing the passenger's identity with personal data and receiving a description of its determinative traits, the time and place of the loss, and the circumstances under which the item was lost. The passenger shall confirm takeover of the item with his or her signature on the relevant form.

- 53.3. If the passenger entrusts a third party to take possession of the found item, this authorised person must hand over an officially certified power-of-attorney issued by the passenger, and establish his or her identity with personal identification.
- 53.4. For the release of a lost item, the passenger shall pay, in accordance with the relevant provisions of the Civil Code (Section 1052), a fee for the release of a lost item to the authorised person per the ČD Tariff.
- 53.5. Lost items which the passenger has not retrieved will be handed over in accordance with the relevant provisions of the Civil Code (Section 1051 et seq.) to the relevant municipal authority or city hall.

PART THREE TRANSPORTING LUGGAGE

Chapter I General terms and conditions

54. Common provisions

- 54.1. On ČD trains, it is possible to transport items weighing up to 50 kg, inclusive, as hand luggage, oversized luggage, or using the luggage storage during transport (ÚBP) service. It must be possible to load/unload and stow luggage easily and safely in the designated space. The manner of transporting luggage on a train where multiple types of luggage transport are available is fully at the discretion of the passenger.
- 54.2. No contract of carriage shall be concluded for the transport of luggage.
- 54.3. The decision on where to place luggage on the train or in the carriage, or the refusal to transport luggage for reasons of exhausted capacity or for technological reasons, rests solely with an authorised ČD employee on the train.
- 54.4. The transport of luggage can be restricted or excluded for technological reasons and is possible only until the available capacity of spaces intended for such transport on the train, carriage or rail replacement service has been exhausted.

55. Contents of luggage

- 55.1. Passengers may not transport luggage containing items the properties of which could cause damage to the carriage, harm to the life and health of persons, or to their property, or items that could be suspected of being an explosive device, or bulky items. In particular, it is not possible to transport items which can cause infection; an item which cannot be placed in the vehicle in the space intended for placing luggage; an item weighing more than 50 kg, unless stipulated otherwise below; loaded guns; explosives; poisonous, radioactive, volatile or caustic substances; as well as items which arouse disgust. A violation of this prohibition shall be considered to constitute a breach of the conditions of carriage per Article 49 of the SPPO.
- 55.2. On ČD trains, a passenger may transport luggage consisting in part of a portable steel tank of liquid household heating gas the contents of which has a total weight of at most 10 kg; a securely sealed container of heating oil with total volume of at most 20 l; a completely empty tank for motor vehicle fuel; or a battery filled with electrolyte secured against short circuits and with secured degassing apertures.
- 55.3. Neither passengers nor other persons may leave their luggage unattended. Luggage left unattended can be immediately removed if there is suspicion that it contains a booby-trapped explosive system, munitions or dangerous materials, or parts or accessories thereof.

Chapter II Hand luggage

56. Definition of hand luggage

56.1. Hand luggage is any easily portable item:

- a) which can be placed on the passenger's lap, over or above the seat which the passenger occupied, or in spaces in the carriage designated for depositing hand luggage;
- b) which does not exceed the dimensions of 900 x 600 x 400 mm;
- c) items considered to be hand luggage include a kick-scooter, electric kick-scooter, bicycle or electric bicycle with a wheel of at most 12 inches (30.48 cm) in diameter, a sports bag, snowboard, sled, sleigh or pair of skis with poles.

57. Conditions of carriage for hand luggage

57.1. Hand luggage is transported free of charge. For the duration of the transport, the passenger shall be responsible for its placement, for ensuring its safe handling, for its supervision, and for any damages arising from its transport.

57.2. Hand luggage must not be transported on seats, in the carriage's WC or washroom facilities, or in spaces labelled |.

57.3. If a passenger takes with him or her onto the train an item that cannot be transported as hand luggage, and refuses to transport it as oversized luggage or using the luggage storage during transport service, or if such options cannot be made use of in the train in question, the passenger will be excluded from transport at the next station.

Chapter III Oversized luggage

58. Definition of oversized luggage

58.1. Oversized luggage is any easily portable item which the passenger loads and unloads himself or herself, but does not meet the definition of hand luggage.

58.2. Items considered to be oversized luggage include prams or strollers, bicycle trailers for a child (of the CROOZER type), and (electric) bicycles, unicycles, (electric) tricycles, recumbent tricycles, and (electric) kick-scooters with wheels larger than 12 inches (30.48 cm).

58.3. Tandem, multiple-seat and cargo bicycles may not be transported as oversized luggage.

59. Conditions of carriage for oversized luggage

- 59.1. For transporting oversized luggage, the passenger shall purchase a related travel document for transporting luggage per the ČD Tariff, which shall be valid no farther than the station specified on the document as the destination station.
- 59.2. The passenger must load and unload oversized luggage onto the train himself or herself. For the duration of the transport, the passenger shall be responsible for its placement in a designated space in the carriage, for ensuring its safe handling, for its supervision, and for any damages arising from its transport.
- 59.3. One passenger can transport as oversized luggage at most one item, with the exception of the permitted combination of a bicycle with a bicycle trailer for a child which, however, must be detached from the bicycle during transport.
- 59.4. The transport of a pram or stroller is free for an accompanying child and has priority over other oversized luggage when boarding concurrently; if the carriage contains a space designated with the pictogram , then the pram or stroller is preferentially placed in this space.
- 59.5. The transport of a bicycle or larger kick-scooter as oversized luggage is possible:
- on trains marked in the valid timetable in the train header with the symbols ,  or , and on all carriages designated with these symbols, even if the service is not published in the valid timetable; the capacity in such designated trains and carriages is at least 2 bicycles;
 - on regional (Os), regional fast (Sp), and fast (R) trains that do not have published transport of oversized luggage or the luggage storage during transport (ÚBP) service, in the first or last entry area of the train, where at most two bicycles can be placed, or other suitable place, unless excluded for technological or safety reasons.

Spaces designated for transporting bicycles are constructed in various ways, and some spaces do not have suitable spatial requirements for transporting certain types of bicycles.

- 59.6. A bicycle, tricycle, recumbent tricycle and the like cannot be transported on the train as oversized luggage, if the symbol  is in the train column in the valid timetable.

60. Reservations of a space for a bicycle

- 60.1. For trains marked in the valid timetable with the relevant symbol, passengers can  or must  purchase a reservation for a bicycle transported as oversized luggage either as a separate reservation of a space for a bicycle or as a seat reservation with a reservation of a space for a bicycle.
- 60.2. Sales of reservations of a space for a bicycle shall terminate:

- a)  - generally two hours prior to the train's departure from its originating station;
- b)  - at the time of the train's scheduled departure from the passenger's boarding station.

60.3. The passenger shall be required to place the bicycle in the reserved space per the information specified on the reservation document (train number, date, between which stations the space is reserved, carriage number and space number).

60.4. If a reserved space for a bicycle on a train with optional reservations  is occupied by another passenger without a valid reservation, this passenger shall be required to make the space available to a passenger with a valid reservation of the space, and may continue in transport only if the bicycle can be transported in another available space on the train or using the luggage storage during transport (ÚBP) service (see below).

60.5. A group of 20 or more passengers can reserve spaces for bicycles using the ordering system for transporting groups (see Article 34 of the SPPO).

61. Reserving a space for a bicycle

61.1. The reservation of spaces for a bicycle on trains or in carriages not included in the reservation system can only be ordered by groups of 20 or more passengers through the ordering system for transporting groups (see Article 34 of the SPPO).

61.2. On trains on which bicycles are transported as oversized luggage without reserving a space , a space for a bicycle can only be reserved if operational conditions allow for this.

62. Special conditions of carriage for bicycles

62.1. On stipulated trains and in stipulated line segments, passengers may, instead of purchasing a related travel document for transporting luggage, demonstrate eligibility for free transport of a bicycle with a rental agreement from a ČD bicycle rental facility or other document stipulated within the scope of commercial offers published in the ČD Tariff, in the ČD Tariff or per the ČD Tariff Conditions and Conditions of Carriage in International Transport (TPPM), or on www.cd.cz.

62.2. Service bicycles belonging to officers of the municipal police and the Police of the Czech Republic shall always be transported free of charge on stipulated trains or in stipulated segments under the terms and conditions for transporting oversized luggage regardless of the published services.

Chapter IV Luggage storage during transport

63. Definition of the luggage storage during transport (ÚBP) service

- 63.1. Luggage storage during transport is a service in which a ČD employee collects the passenger's luggage right at the train and for storage in a reserved and marked carriage during the passenger's journey on the same train.
- 63.2. Trains in which the service is provided are designated in the valid timetable with the symbol , if space in the luggage storage during transport (ÚBP) service can be reserved then with the symbol , or if such reservations are required then with the symbol . The capacity in such designated trains and carriages is at least 2 bicycles.
- 63.3. General provisions of the Civil Code shall apply for the legal relationships between the passenger and ČD when using the luggage storage during transport (ÚBP) service.

64. Conditions of carriage for luggage in the luggage storage during transport (ÚBP) service

- 64.1. Until its capacity is exhausted, the customer may deposit into the luggage storage during transport (ÚBP) service an easily portable item (including tandem, multiple-seat or cargo bicycles and boats), weighing at most 50 kg. In addition to a related travel document for transporting luggage per Article 59.1 of the SPPO or demonstrating eligibility per the special terms and conditions pursuant to Article 62.1 of the SPPO, the passenger shall pay a one-off storage fee per the ČD Tariff.
- 64.2. The passenger may not deposit luggage into the luggage storage during transport (ÚBP) service, which:
- contains forbidden items per Article 55.1 of the SPPO, precious metals, coins or products made from precious metals, precious stones, jewels, works of artistic, historical or collectible value, cash, bearer instruments, deposit books, securities, collections, personal identification or travel documents, military equipment (military weapons, ammunition of any kind, means of protection against chemicals, etc.); or live animals, even in a completely closed container;
 - is insufficiently packaged or consists of multiple items bound together in such a way that they may become unbound.

The authorised ČD employee will not examine the deposited luggage; liability for any damage arising out of a violation of this provision shall be borne by the passenger.

- 64.3. Prior to handing over luggage to the luggage storage during transport (ÚBP) service, the passenger shall remove all easily removable parts that can be transported as hand luggage or as oversized luggage. ČD shall not be liable for their loss of or damage.
- 64.4. The passenger shall be required to provide assistance in loading and unloading the item according to the instructions of the authorised ČD employee. If the passenger fails to provide assistance, then the luggage shall not be accepted for transport or it will not be released from storage, as the case may be.
- 64.5. The issue of a receipt for luggage deposited into the luggage storage during transport (ÚBP) service shall be considered to be a concluded storage contract.

64.6. After handing over luggage to the luggage storage during transport (ÚBP) service, the passenger may not manipulate the luggage in any way or remove any part thereof.

65. Reservations and reserving a space for a bicycle in the luggage storage during transport (ÚBP) service

65.1. For trains marked in the valid timetable with the relevant symbol, the passenger can  or must  purchase a reservation of a space for a bicycle, tricycle, recumbent tricycle, and the like, in the luggage storage during transport (ÚBP) service.

65.2. Sales of reservations of a space for a bicycle in the luggage storage during transport (ÚBP) service shall terminate:

- a)  - generally two hours prior to the train's departure from its originating station;
- b)  - at the time of the train's scheduled departure from the passenger's boarding station.

65.3. 209. 1. A reservation entitles the depositor to deposit a bicycle in the luggage storage during transport (ÚBP) service per the information specified on the document (the date, train number, space, and the stations between which the space is reserved).

65.4. On trains for which it is not possible to reserve a space for a bicycle in the luggage storage during transport (ÚBP) service, it is possible to reserve a space per Article 61 of the SPPO.

66. Release of luggage from the luggage storage during transport (ÚBP) service

66.1. Stored luggage shall be released to the passenger by an authorised ČD employee at the station specified on the storage receipt for the luggage storage during transport (ÚBP) service upon its presentation.

66.2. If the passenger fails to retrieve the luggage from the luggage storage during transport (ÚBP) service no later than at the train's destination station, then it shall be considered to be an abandoned item and shall be handled by an authorised ČD employee as in the case of a found item per Articles 52 and 53 of the SPPO.

66.3. If the passenger cannot present the storage receipt when retrieving the luggage from the luggage storage during transport (ÚBP) service, or if the passenger presents a storage receipt which is soiled or damaged in such a way that the information on it is not legible, then the luggage will be transported to the closest suitable station, where it will be deposited into storage. The passenger shall be informed of where to retrieve his or her luggage by an authorised ČD employee or by calling ČD's Central Customer Service (CZS). The luggage will be released to the passenger at this station upon demonstration of his or her identity, signing a request for the release of luggage, and paying a fee per the ČD Tariff, or a storage fee per the terms and conditions published for the luggage storage service in question, as the case may be.

67. Liability for the transport of luggage in the luggage storage during transport (ÚBP) service

- 67.1. ČD is liable for the loss, damage or destruction of luggage taken over into the luggage storage during transport (ÚBP) service, unless it demonstrates that it is not at fault for the damages. ČD shall cover demonstrated damages up to CZK 30,000 for one piece of luggage.
- 67.2. If the passenger determines damage or destruction of his or her luggage during its transport in the luggage storage during transport (ÚBP) service prior to taking possession of it, then the passenger shall request that an authorised ČD employee write a confirmation, which shall form the basis for a subsequent claim. A request made after taking possession of the luggage shall not be considered.
- 67.3. If the stored luggage is lost during transport in the luggage storage during transport (ÚBP) service, then an authorised ČD employee shall issue a confirmation of this to the passenger; the confirmation shall form the basis for a subsequent claim. Requests made later shall not be considered.
- 67.4. ČD shall not be liable:
- a) for the loss, damage or destruction of items which may not be deposited into the luggage storage during transport (ÚBP) service per Article 64.2 of the SPPO;
 - b) for the loss of easily detachable parts of a stored item that the depositor should have removed per Article 64.3 of the SPPO;
 - c) for damage or destruction of an item caused by contents subject to rapid spoilage;
 - d) for the loss of an item retrieved by an unauthorised person if the depositor lost the storage receipt or if it was stolen from the depositor.

PART FOUR RIGHTS UNDER THE CONTRACT OF CARRIAGE

Chapter I Exercising one's right under the contract of carriage

68. Deadlines for exercising one's right under the contract of carriage

68.1. Passengers shall be required to exercise their right under the contract of carriage (claim a refund) without undue delay, within six months from the first day of the first day of the term of validity of a travel document or related travel document, or, in the case of recorded applications or discount cards, by the end of their term of validity.

68.2. If the passenger cannot or does not exercise his or her right under the contract of carriage at the location of the journey's termination, then he or she must immediately request a confirmation of the presented travel documents and related travel documents from an authorised ČD employee, which shall form the basis for the subsequent exercise of the passenger's right.

69. Deadlines for processing a claim arising from an exercised right under the contract of carriage

69.1. ČD shall be required to process a claim arising from an exercised right under the contract of carriage and to inform the passenger of the granting or refusal of his or her request within 3 months from the request's date of submission or delivery.¹⁹

70. Terms and conditions for processing a claim arising from an exercised right under the contract of carriage

70.1. Claims arising from an exercised right under the contract of carriage shall be processed according to the terms and conditions valid on the date of conclusion of the contract of carriage.

70.2. A claim arising from an exercised right under the contract of carriage will only be processed if, in cases where the document in question was issued in the holder's name, the right was exercised by the person specified on the document, by his or her statutory representative, or by an officially authorised person, as the case may be.

70.3. For purposes of processing a claim arising from an exercised right under the contract of carriage, a train marked with ● in the valid timetable shall not be considered to be a connecting train.

¹⁹ Pursuant to Section 37(1 and 2k) of Act No. 266/1994 Coll. on railways, as amended, Sections 2553 and 2569 of Act No. 89/2012 Coll., Civil Code, as amended, and Section 39 of Decree No. 175/2000 Coll., on the Code of Carriage for Public Passenger Transport by Rail and Road, the set deadline for processing claims arising from a right exercised under the contract of carriage is different from the deadlines for processing claims pursuant to Act No. 634/1992 Coll., on consumer protection, as amended.

70.4. For purposes processing a claim arising from an exercised right under the contract of carriage, the term “train” shall be understood to also include a rail replacement service means and/or buses operated by contractual carriers on which ČD documents are valid.

70.5. Interconnecting tickets, upgrades linked to the original document and the like shall be considered to be one contract of carriage.

70.6. A claim arising from an exercised right under the contract of carriage in the case of a document for multiple passengers, with the exception of group discounts (per the ČD Tariff), shall be processed for each passenger separately.

70.7. Non-provision of marketing bonuses (e.g. premium or bonus services) which are not part of the contract of carriage shall not constitute the basis for exercising one's right under the contract of carriage to a full or partial refund for a fare, ČD application or seat reservation.

71. Documents purchased at a ČD ticket counter, from a conductor on the train, or using a ticket vending machine

71.1. The passenger can exercise his or her right under the contract of carriage at any ČD ticket counter upon presentation of the originals of the documents in question.

71.2. If for any reason the recognised sum cannot be paid out at the ticket counter, or if the documents were paid for with a transport voucher or on the basis of an invoice, then an authorised ČD employee will forward the passenger's request to ČD's Claims Processing Facility (OPT) along with the necessary information and the originals of the documents in question. The authorised ČD employee shall issue to the passenger a confirmation of receipt of the request to exercise his or her right under the contract of carriage.

71.3. The passenger must also exercise his or her right under the contract of carriage by means of a letter sent directly to ČD's Claims Processing Facility (OPT). In the submission, the passenger must specify briefly and clearly the truthful information required for exercising his or her right under the contract of carriage, his or her contact information and bank account number, and he or she must enclose the originals of the document(s) and/or confirmation(s) in question. ČD shall refuse to accept for processing a submission which is drafted in an incomprehensible manner, or contrary to applicable laws or good morals.

71.4. Upon his or her request, an original partially unused document can be returned to the passenger together with an amended tax receipt after the claim arising from the exercised right has been processed.

72. Documents purchased in the ČD e-shop (including TeleTiket)

72.1. A passenger's right under the contract of carriage can be exercised on www.cd.cz/eshop or in the Můj vlak (“My Train”) application. If necessary, required documents can be added to the request in electronic form.

72.2. In the case of a claim arising from a right exercised under the contract of carriage for an eTiket ticket, there shall also be a settlement of the loyalty points earned through the document's purchase.

72.3. In the case of an eTiket ticket purchased through the TeleTiket service, the passenger can also exercise his or her right under the contract of carriage by telephone with ČD's Central Customer Service (CZS).

73. Documents purchased in the Můj vlak ("My Train") mobile application

73.1. The passenger can exercise his or her right under the contract of carriage right in the Můj vlak ("My Train") application or on www.cd.cz/eshop. If necessary, required documents can be added to the request in electronic form.

73.2. In the case of a claim arising from a right exercised under the contract of carriage, there may also be a settlement of any loyalty points earned through the document's purchase.

74. ČD documents purchased at the ticket counter of a contractual vendor

74.1. The passenger can exercise his or her right under the contract of carriage, per the terms and conditions pursuant to Article 71 of the SPPO, at the ticket counter of the contractual vendor or at a ČD ticket counter.

75. ČD documents purchased in the e-shop of a contractual vendor (ČD API)

75.1. A passenger's right under the contract of carriage can be exercised in the e-shop of the vendor in question, in the Můj vlak ("My Train") application, or on www.cd.cz/eshop.

76. Payout of the recognised sum

76.1. A payout of the recognised sum for documents paid for in cash will generally be made at the ticket counter in cash.

76.2. A payout of the recognised sum for documents forwarded for processing to ČD's Claims Processing Facility (OPT) will be made by means of a transfer to the bank account specified by the passenger or by means of a postal money order sent to the address specified by the passenger;²⁰ payouts for documents paid for by means of a cashless payment will always be made to the benefit of the payer.

76.3. A payout of the recognised sum in the case of a cashless payment will always be sent to the account from which the payment was made.

76.4. A payout of the recognised sum in the case of a document paid for from an EPIK will be sent to the EP account from which the payment was made.

²⁰ Only in exceptional cases, if the passenger does not have a bank account.

76.5. A payout of the recognised sum in the case of documents paid for using loyalty points will be credited back to the loyalty account from which the payment was made.

Chapter II

Refunds for reasons not on the passenger's side

77. Common provisions

77.1. If the reasons for exercising the right under the contract of carriage are not on the passenger's side, the refund will always be paid out without a service charge.

77.2. The passenger generally need not have the factual basis for exercising his or her right under the contract of carriage confirmed, unless stipulated otherwise for specific cases. Upon the passenger's request, an authorised ČD employee shall always issue a confirmation of the events that transpired.

77.3. Passengers who, despite a delay, use the travel document in its full extent from the boarding station to the destination station shall not have a claim to a full or partial fare refund.

78. Refund for completely unused documents

78.1. The passenger shall have the right to a refund of the price of all documents except for commuter tickets, network tickets and time upgrades to 1st carriage class, if the train on which he or she intended to travel:

- a) is delayed from the passenger's boarding station such that it can be anticipated that a connection at a transfer station will be missed, that the train will arrive at the destination station specified on the document 60 or more minutes late, or if the train's delay at departure is 30 or more minutes as compared with the advised departure time (including any delay) at the time the ticket was purchased;
- b) is cancelled or will travel for only part of its route;
- c) departed due to a change in the valid timetable earlier than was planned at the time of the document's purchase;
- d) does not, contrary to the train composition plan, include a 1st class carriage, or has already exhausted its capacity for transporting oversized luggage or for transporting items in the luggage storage during transport (ÚBP) service, provided the passenger has purchased documents for these services in advance;
- e) has exhausted its capacity of seats and spaces for standing, and the passenger was not transported for this reason.

78.2. A refund for tickets purchased at the ticket counter, from a conductor or from a ticket vending machine can be paid out at a location other than the ticket counter of the boarding station only on the

basis of a confirmation of non-use issued by an authorised ČD employee at the boarding station or at an intermediate station.

78.3. A refund for eTiket tickets will be paid out only if it is returned prior to boarding a delayed train at the boarding station or prior to the scheduled departure time of a cancelled train at the boarding station; if these conditions are not met, then only on the basis of confirmation issued by an authorised ČD employee at the boarding station or at an intermediate station.

79. Refund for partially unused documents

79.1. The passenger shall have the right to abandon the onward journey if the train terminates its journey extraordinarily before reaching the destination station, if a connection is missed at a transfer station, if a connecting train has already exhausted its capacity for transporting oversized luggage, its capacity for transporting items in the luggage storage during transport (ÚBP) service, its capacity of seats and spaces for standing, or if, due to a delayed train, the passenger no longer wishes to continue a commenced journey.

79.2. At the station where the passenger abandoned the onward journey and failed to request to be returned to his or her original boarding station per Article 108 of the SPPO, the contract of carriage is considered to have been fulfilled on ČD's side.

79.3. The passenger shall have the right to a refund of the fare and any completely unused seat reservations for the untravelled portion of the originally intended journey. In this case, the passenger must exercise this right immediately after disembarking from the train at the ticket counter in the station where the journey ended, or, on the basis of a confirmation issued by an authorised ČD employee, by the set deadline. The calculated refund shall always be rounded up to the next whole crown before it is paid out.

79.4. The passenger shall have the right to a refund of the price of the fare or the price of the related travel document for luggage for the untravelled tariff distance if he or she was transported on a shorter transport route than the one for which the documents were issued and this was not an operational detour. In order to process the claim arising from the exercised right, it is necessary to document this fact with a confirmation.

79.5. A partial fare refund for Flexi Reduced Tickets ("Flexi zvýhodněná jízdenka") and Tickets with an Obligatory Train ("Vázaná jízdenka") shall be determined according to the formula $U = C - ((C / T) * P)$, where:

- U is the recognised sum to be paid out;
- C is the original ticket price;
- T is the number of tariff kilometres specified on the ticket;
- P is the number of tariff kilometres travelled.

79.6. The partial fare refund for return tickets shall be determined according to the formula $U = C - ((C / T) * P)$, where:

- U is the recognised sum to be paid out;
- C is the original ticket price;
- T is the sum of the tariff kilometres for the OUTBOUND and RETURN journeys
- P is the number of tariff kilometres travelled.

79.7. Holders of commuter tickets, network tickets and time upgrades to 1st carriage class shall not have a claim to a partial fare refund even if they abandon the onward journey and return to the original boarding station per Article 108 of the SPPO.

80. Refund for documents for 1st carriage class

80.1. Except in cases where no trains with 1st carriage class compartments are operated in the segment per the valid timetable, a passenger with a ticket for 1st carriage class shall have the right to a refund of the difference between the fare paid for 1st carriage class and the Flexi Basic Fare including the relevant type of discount for 2nd carriage class, for the segment in which he or she could not use²¹ or refused to use²² 1st carriage class. The passenger shall be required document this fact with a confirmation issued by an authorised ČD employee.

80.2. No claim to a refund of the differential fare arises for a segment in which the passenger used 1st class despite reservations about the technical state of the carriage.

80.3. Holders of commuter tickets, network tickets and time upgrades to 1st carriage class shall not have a claim to a refund of the differential fare.

81. Refund for reservations

81.1. The passenger shall have the right to a refund of the price paid for a seat reservation, seat reservation with a reservation for a bicycle, or fee for reserving a seat/space for a passenger or bicycle, if he or she was not allocated the seat specified on the document or a space for a bicycle, or if the connection was missed to the train for which the document was purchased.

81.2. The passenger shall be entitled to be paid out a sum in the amount of five times the price paid for a seat reservation, seat reservation with a reservation for a bicycle or fee for reserving a seat/space for a passenger or bicycle, in cases where he or she was not allocated any seat or any space for his or her bicycle on the train within 15 minutes of the train's departure from the boarding station specified

²¹ For example, there was no empty seat in the carriage, the carriage was not included in the train, or a certain segment the train was replaced by a rail replacement service.

²² For example, for reasons of the inadequate state of the 1st class carriage or compartment.

on the document. The passenger shall be required document this fact with a confirmation issued by an authorised ČD employee. In the case of a seat reservation for CZK 0, the passenger shall be entitled to be paid out five times the price of a seat reservation purchased at the ticket counter. The appropriate place for processing a claim to a payout of five times the price of the reservation is exclusively ČD's Claims Processing Facility (OPT).

81.3. The passenger is entitled to a refund of the price paid for a seat reservation for a *SuperCity* train or for the Business compartment of a *railjet* train:

- a) if the *SuperCity* or *railjet* train is delayed by 60 minutes or more;
- b) if a rail replacement service is used, even for part of the route;
- c) if the *SuperCity* or *railjet* train is substituted by a different train unit, even for part of the route (does not apply if a *SuperCity* train is operated by a *railjet* series unit, or if a *railjet* train is operated by a *Pendolino* series unit).

No claim shall arise to a refund per letter a) of this Article, if the train in question was delayed by 60 minutes or more at the time of purchase of the seat reservation.

81.4. The passenger shall not be entitled to a refund of the price paid for a seat reservation, seat reservation with a reservation for a bicycle, or fee for reserving a seat/space for a passenger or bicycle, if the train was substituted for part of the route by a rail replacement service, within the scope of which a rail replacement service for bicycles was provided, as the case may be.

82. Refund for customer applications on a card

82.1. The passenger shall be entitled to a partial refund of the price paid for an application, if, during the course of its term of validity, changes or adjustments are made to its terms and conditions in the ČD Tariff.

82.2. The refund is calculated as the pro rata price per day for the period from the day following the day on which the passenger exercised his or her right under the contract of carriage (claimed the refund) until the last day of the term of validity of the paid customer application.

82.3. No claim to a refund for an application shall arise for a reason not on the passenger's side in the event of a change in prices in the ČD Tariff, a change in the extent of ČD's operated railway transport, or a change of carrier on a specific line.

83. Refund of a related travel document for transporting luggage or for the luggage storage during transport (ÚBP) service

83.1. A passenger shall have the right to a refund of the price of a document for transporting luggage in the full amount if he or she could not commence the journey because the train's capacity for transporting oversized luggage was exhausted, if the carriage enabling such transport was exceptionally not included in the train, or if the passenger abandoned the onward journey per Article 79.1 of the SPPO.

83.2. A passenger shall have the right to a refund of the price of a document for a one-off storage fee in the luggage storage during transport (ÚBP) service if he or she could not commence the journey because

the train's capacity in the luggage storage during transport (ÚBP) service was exhausted, if the carriage enabling such transport was exceptionally not included in the train, or if the passenger abandoned the onward journey per Article 82.1 of the SPPO.

84. Refund for non-fulfilment of nostalgic appurtenances (locomotive or carriages) in a historic / nostalgic / excursion train

84.1. If the advised nostalgic appurtenances were not fulfilled, then the passenger shall have the right to a refund of:

- a) the paid Nostalgia ("Nostalgie") reservation, if the passenger was ticketed with a fare per the ČD Tariff together with a Nostalgia reservation; or
- b) a predefined fixed or percentage amount of the paid global price;

unless stipulated otherwise in a Temporary Tariff and Carriage Measure (DTPO) for the given event.

85. Refund of ČD Points

85.1. ČD Points which the customer earned for the purchase of documents will be deducted from the passenger's account after the payout of a refund in the full amount or in a proportionate amount depending on the resolution of the exercised right (claim).

85.2. In the event of complete or partial non-use of a document paid for in loyalty points, the points will be returned in the full amount or in a proportionate amount depending on the resolution of the exercised right (claim).

Chapter III

Refunds for reasons on the passenger's side

86. Common provisions

86.1. If the reasons for exercising the right under the contract of carriage (claiming a refund) are on the passenger's side, then a service charge will always be deducted from the recognised sum before the refund is paid out.²³ If the service charge is greater than the recognised sum, then the amount of the service charge shall equal the amount of the recognised sum and the refund shall be CZK 0. The passenger shall receive a confirmation of the amount of the service charge upon request.

86.2. The recognised sum shall always be rounded up to the next whole crown. In the case of interlinked tickets (e.g. an upgrade linked by a number to the original ticket, common travel documents, etc.), rounding shall be applied to the sum of all such interlinked documents.

²³ In the sense of Decree No. 175/2000 41 Coll. (see Section 41(3)).

- 86.3. The passenger must have the factual basis for exercising his or her right under the contract of carriage confirmed in stipulated cases per Article 68.2 of the SPPO. Upon the passenger's request, an authorised ČD employee shall always issue a confirmation.
- 86.4. In the case of eTiket documents for multiple persons or services, the passenger can subsequently exercise his or her right for certain items specified thereupon. The passenger shall obtain a confirmation from an authorised ČD employee upon request separately on each train used.
- 86.5. In the event of the exercise of the right of a deceased passenger under the contract of carriage, it is necessary to include an original or certified copy of the death certificate. The appropriate location for processing a refund request in this case is exclusively ČD's Claims Processing Facility (OPT).
- 86.6. No claim to a refund shall be recognised in the event of an exercised right under the contract of carriage in these cases:
- if it is specified in a Temporary Tariff and Carriage Measure (DTPO) for such published offer;
 - if the passenger requests it at the destination station specified on the ticket without providing a relevant confirmation of non-use issued by an authorised ČD employee;
 - in the case of complete or partial non-use of documents paid for with a transport voucher, even in the case of an exchange of the document;
 - for reasons of improper operation or erroneously entered data by the passenger when purchasing tickets in the ČD e-shop, in the Můj vlak ("My Train") application, or when purchasing from a ticket vending machine;
 - for an unused seat reservation after it has been occupied by another passenger, if the passenger failed to occupy it within 15 minutes following the train's departure from the boarding station specified on the document;
 - for the fee for using the TeleTiket service, or the fee for verification of a discount card for a special fare per the ČD Tariff;
 - if the passenger was justifiably, in the sense of the SPPO, excluded from transport by an authorised ČD employee;
 - for part of the price of a travel document on which a discount code was applied.

87. Refund for a one-way ticket

- 87.1. In the case of complete non-use of a one-way ticket, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.
- 87.2. In the case of partial non-use of a one-way ticket, it is possible to return the document immediately upon completion of the journey, or, on the basis of a confirmation issued during the document's term of validity by an authorised ČD employee, by the set deadline.

87.3. Partial non-use of a one-way Ticket with an Obligatory Train (“Vázaná jízdenka”) or a one-way eTicket ticket for only part of the route is not possible.

87.4. The recognised sum in the case of partial non-use is calculated as the difference between the fare paid and the fare for the actually travelled route. In the case of partial non-use of a Flexi Reduced Ticket (“Flexi zvýhodněná jízdenka”), the recognised sum is calculated according to the formula $U = C - ((C / T) * P)$, where:

- U is the recognised sum to be paid out;
- C is the original ticket price;
- T is the number of tariff kilometres specified on the ticket;
- P is the number of tariff kilometres travelled.

87.5. The amount of the service charge deducted from the recognised sum when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document’s term of validity;
- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **CZK 100** in other cases.

87.6. The amount of the service charge deducted from the recognised sum when purchasing in the ČD e-shop or in the Můj vlak (“My Train”) application is as follows:

- a) **0%** when returning the document within 15 minutes prior to the beginning of the document’s term of validity;
- b) **100%** in other cases.

88. Refund for a return ticket

88.1. In the case of complete non-use of a return ticket, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document’s term of validity by an authorised ČD employee, by the set deadline.

88.2. The amount of the service charge deducted from the purchase price when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document’s term of validity;

- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **CZK 100** in other cases.

88.3. The amount of the service charge deducted from the purchase price when purchasing in the ČD e-shop or in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document within 15 minutes prior to the beginning of the document's term of validity;
- b) **100%** in other cases.

88.4. No refund is possible in the case of partial non-use of a return ticket.

89. Refund for a ticket with a group discount

89.1. In the case of complete non-use of a ticket with a group discount, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

89.2. The recognised sum in the case of a partially unused ticket with a group discount is calculated as the difference between the fare paid and the fare for the route actually travelled, except for documents purchased in the ČD e-shop or in the Můj vlak ("My Train") application, which cannot be paid out for this reason.

89.3. The amount of the service charge deducted from the recognised sum when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;
- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **CZK 100** in other cases.

89.4. The amount of the service charge deducted from the recognised sum when purchasing in the ČD e-shop or in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document within 15 minutes prior to the beginning of the document's term of validity;
- b) **100%** in other cases.

89.5. In the case of partial non-use of a ticket with a group discount used by a lesser number of persons, it is possible to return the document immediately upon completion of the journey, or, on the basis of a

confirmation issued during the document's term of validity by an authorised ČD employee, by the set deadline.

89.6. The recognised sum in the case of partial use by a lesser number of passengers is calculated from the fare price for the last passenger (from the sum of the fare prices for the last passengers) in the group. The amount of the service charge deducted from the recognised sum in such a case is always **0%**. A requirement for the payout of a refund is that a minimum of 2 persons remained in the group.

90. Refund for a ticket purchased through the ordering system for transporting groups of 20 or more persons

90.1. In the case of complete non-use of all tickets purchased through the ordering system for transporting groups of 20 or more persons, it is possible to return the documents per the terms and conditions of the individual types of documents.

90.2. A refund in the case of partial non-use of a ticket (tickets) purchased through the ordering system for transporting groups by a lesser number of persons than that for which the ticket was issued will be paid out only on the basis of a confirmation. The confirmation will be issued by an authorised ČD employee at the boarding station (for the given direction of travel) or on the train used. The confirmation will specify the number of passenger who did not use the document for any of the route between the boarding and destination stations specified on the ticket. The request for a refund can be submitted after completion of the journey.

90.3. The recognised sum in the case of partial use by a lesser number of passengers is calculated from the fare price for the last passenger (from the sum of the fare prices for the last passengers) in the group. At the same time, for a ticket (tickets) purchased through the ordering system for transporting groups, the number of passengers including accompanying passengers using a different fare must not fall below 20 persons. A requirement for the payout of a refund is that a minimum of 20 persons remained in the group. In the request for a refund, the passenger must submit for inspection all tickets related to the journey in question. If the passenger wishes, the used tickets will be returned after the inspection.

90.4. The amount of the service charge deducted from the recognised sum in the case of partial non-use of a ticket (tickets) purchased through the ordering system for transporting groups by a lesser number of passengers is always **0%**.

91. Refund of a network ticket

91.1. In the case of complete non-use of a network ticket, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

91.2. The amount of the service charge deducted from the purchase price when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;
- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **CZK 100** if returning the document by 8:00 (a.m.) on the first day of its term of validity;
- d) **100%** in other cases.

91.3. The amount of the service charge deducted from the purchase price when purchasing in the ČD e-shop or in the Můj vlak ("My Train") application is as follows:

- a) **outside the search connections feature, 0%** if returning by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;
- b) **outside the search connections feature, CZK 100 or 50 ČD Points** if returning by 8:00 (a.m.) on the first day of the document's term of validity;
- c) **using the search connections feature, 0%** if returning within 15 minutes prior to the beginning of the document's term of validity (even after 8:00 (a.m.));
- d) **100%** in other cases.

91.4. No refund is possible in the case of partial non-use of a network ticket.

92. Refund of a commuter ticket

92.1. In the case of complete non-use of a commuter ticket, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

92.2. In the case of partial non-use of a commuter ticket, it is possible to return the document during its term of validity, or, on the basis of a confirmation issued during the document's term of validity by an authorised ČD employee, by the set deadline.

92.3. In the case of partial non-use, the recognised sum is calculated as the difference between the price paid for the commuter ticket and double the price of a Flexi Basic Ticket ("Flexi základní jízdenka") on the same route (including the relevant type of discount) for the number of working days which have passed and at most two non-working days during the document's period of use, including the day on which the document is returned.

92.4. The amount of the service charge deducted from the recognised sum when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;

- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **CZK 100** in other cases.

92.5. The amount of the service charge deducted from the recognised sum when purchasing in the ČD e-shop or in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;
- b) **CZK 100** in other cases.

93. Refund of a Monthly Commuter Ticket – 10 Days

93.1. In the case of complete non-use of a Monthly Commuter Ticket – 10 Days, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

93.2. In the case of partial non-use of a Monthly Commuter Ticket – 10 Days, it is possible to return the document during its term of validity, or, on the basis of a confirmation issued during the document's term of validity by an authorised ČD employee, by the set deadline.

93.3. The recognised sum in the case of partial non-use is calculated as the difference between the price paid for the Monthly Commuter Ticket – 10 Days and double the price of a Flexi Basic Ticket ("Flexi základní jízdenka") on the same route (including the relevant type of discount), and granting the same claim to a discount for each activated day during the document's term of validity.

93.4. The amount of the service charge deducted from the recognised sum when purchasing in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity;
- b) **CZK 100** in other cases.

94. Refund for customer applications on a card

94.1. In the case of complete non-use, the IN 25, IN 50, IN 50 1T, IN 100, Shared IN 100, Virtual IN Business, and time upgrade to 1st carriage class applications can be returned no later than by 23:59 (11:59 p.m.) on the day preceding the first day of the application's term of validity. The service charge deducted from the application's purchase price is as follows:

- a) **0%** in the case of an application recorded on a Virtual In Karta card;
- b) **0%** if the In Karta card is not already in production or produced at the time the request for a refund is submitted;

- c) **CZK 150**, or **50 ČD Points** in the case of its purchase using ČD Points, if the In Karta card is already in production or has already been produced at the time the request for a refund is submitted.

94.2. The IN Business application can be returned without a service charge even during its term of validity, provided no day on it was been activated.

94.3. In the case of complete non-use, a customer application on a transferable plastic In Karta card (IN Business) can be returned including the In Karta card by 23:59 (11:59 p.m.) on the first day of its term of validity with a service charge of **CZK 200**. The In Karta card / IN Business application can be returned at the Sales Department of the ČD General Directorate or at ČD's Claims Processing Facility (OPT). The refund will be granted only if the right to do so is exercised by the contact person the company with which ČD concluded the contract.

94.4. Partial non-use of the IN Business application is not possible.

94.5. In the case of partial non-use, the IN 25, IN 50, IN 50 1T, IN 100, Shared IN 100 applications and time upgrade to 1st carriage class for 1 month, 3 months or 1 year can be returned at any time during their term of validity.

94.6. The refund in the case of partial non-use of an application shall be calculated as the pro rata price per day for the period from the day following the day on which the passenger exercised his or her right under the contract of carriage (claimed the refund) until the last day of the term of validity of the paid ČD customer application. A service charge is deducted from the calculated refund amount as follows:

- a) **CZK 100** or **50 ČD Points** in the case of the **IN 25** application;
- b) **CZK 100** in the case of a time upgrade to 1st carriage class;
- c) **CZK 200** in the case of the IN 50 application;
- d) **CZK 200** in the case of the IN 50 1T application;
- e) **CZK 300** in the case of the IN 100 application;
- f) **CZK 300** in the case of the Shared IN 100 application.

94.7. Partial non-use of a time upgrade to 1st carriage class with a 1-week term of validity is not possible.

94.8. An In Karta card without a customer application (EPIK) can be returned with a service charge of **100%**.

95. Refund for Vlak+ tickets

95.1. In the case of complete non-use of an active or non-active Vlak+ ticket, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

95.2. Partial non-use of the ticket for only part of the route is not possible.

95.3. The ticket for the OUTBOUND journey cannot be returned without also returning the ticket for the RETURN journey; the ticket for the RETURN journey can be returned separately.

95.4. The amount of the service charge deducted from the recognised sum when purchasing in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document within 15 minutes prior to the beginning of the document's term of validity;
- b) **100%** in other cases.

96. Refund for a seat reservations, Nostalgia reservations, global prices for historic / nostalgic / excursion trains, and exchange of seat reservations

96.1. In the case of complete non-use of a seat reservation, seat reservation with a reservation for a bicycle, or fee for reserving a space for passengers or bicycles, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document's term of validity by an authorised ČD employee, by the set deadline.

96.2. The amount of the service charge deducted from the price of a seat reservation when purchasing at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document within 15 minutes prior to the train's scheduled departure from the boarding station specified on the document;
- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **100%** in other cases.

96.3. The amount of the service charge deducted from the price of the seat reservation when purchased in the ČD e-shop or in the Můj vlak ("My Train") application is as follows:

- a) **0%** when returning the document within 15 minutes prior to the beginning of the document's term of validity;
- b) **100%** in other cases.

96.4. A seat reservation that was purchased together with a ticket in the ČD e-shop or in the Můj vlak (“My Train”) application can be exchanged in the ČD e-shop or in the Můj vlak application only once.²⁴ A seat reservation can be exchanged for the same train or for a different train until 15 minutes prior to the beginning of the document’s term of validity. If the seat reservation was issued for a Ticket with an Obligatory Train (“Vázaná jízdenka”), then the exchange can only be made for another seat reservation on the same train.

96.5. Until further notice, a reservation for a bicycle transported as oversized luggage or a separate reservation of a space for a bicycle purchased in the ČD e-shop or in the Můj vlak (“My Train”) application cannot be exchanged.

96.6. An exchange of seat reservations at the ticket counter is not possible for reasons on the passenger’s side.

97. Refund of a related travel document for a dog

97.1. In the case of complete non-use of a document for a dog, it is possible to return the document no later than on the first day of its term of validity, or, on the basis of a confirmation issued on the first day of the document’s term of validity by an authorised ČD employee, by the set deadline.

97.2. In the case of partial non-use of a document for a dog, it is possible to return the document immediately upon completion of the journey, or, on the basis of a confirmation issued during the document’s term of validity by an authorised ČD employee, by the set deadline.

97.3. The recognised sum in the case of partial non-use of a document for a dog is calculated as the difference between the price paid for the document and the price of a document for the segment actually travelled.

97.4. The amount of the service charge deducted from the recognised sum of the refund for a document for a dog purchased at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document’s term of validity;
- b) **0%** when a document purchased at the ticket counter is returned within 15 minutes from the time of purchase at the station where the document was purchased;
- c) **100%** in other cases.

²⁴ During the exchange process, a change may occur in the price of the reservation. If the price has increased, the passenger shall pay the differential price; if the price has decreased, the differential price shall be paid out to the passenger.

97.5. The amount of the service charge deducted from the recognised sum of a refund for a document for a dog purchased in the ČD e-shop or in the Můj vlak (“My Train”) application is as follows:

- a) **0%** when returning the document through the search connections feature within 15 minutes prior to the beginning of the document’s term of validity;
- b) **100%** in other cases.

98. Refund of a related travel document for transporting luggage or for the luggage storage during transport (ÚBP) service

98.1. In the case of complete non-use of a document for transporting luggage or a payment receipt for the luggage storage during transport (ÚBP) service, it is possible to return the document no later than on the first day of its term of validity or, on the basis of a confirmation issued no later than on the first day of the document’s term of validity by an authorised ČD employee, by the set deadline.

98.2. Partial non-use of a payment receipt for the luggage storage during transport (ÚBP) service is not possible, even if the passenger cancels the storage immediately after the item is accepted into storage prior to the train’s departure.

98.3. In the case of partial non-use of a document for transporting luggage, it is possible to return the document immediately upon completion of the journey, or, on the basis of a confirmation issued during the document’s term of validity by an authorised ČD employee, by the set deadline.

98.4. The recognised sum in the case of partial non-use of a document for transporting luggage is calculated as the difference between the price paid for the document and the price of a document for the segment actually travelled.

98.5. The amount of the service charge deducted from the recognised sum of the refund for a document for transporting luggage or for a payment receipt for the luggage storage during transport (ÚBP) service purchased at the ticket counter, from a ticket vending machine, or from an authorised ČD employee on the train, is as follows:

- a) **0%** when returning the document by 23:59 (11:59 p.m.) on the day preceding the first day of the document’s term of validity;
- b) **0%** on the first day of the document’s term of validity;
- c) **100%** in other cases.

98.6. The amount of the service charge deducted from the recognised sum of a refund for a document for a transporting luggage or for a payment receipt for the luggage storage during transport (ÚBP) service purchased in the ČD e-shop or in the Můj vlak (“My Train”) application is as follows:

- a) **0%** when returning the document through the search connections feature within 15 minutes prior to the beginning of the document’s term of validity;

- b) **0%** upon submission of a confirmation of the document's non-use for part of the route issued by an authorised ČD employee;
- c) **100%** in other cases.

99. Refund for ČD Points

99.1. ČD Points which the customer earned for the purchase of travel documents and related travel documents will be deducted from the passenger's account even in the case of a positive resolution to an exercised right (a claim to a refund) and a payout of the refund.

99.2. ČD Points will be returned to the customer's account only in the case of a return of the entire unused travel document or related travel document, or if an exercised right under the contract of carriage (a claim to a refund) is rejected.

Chapter IV Indemnification in the event of a train delay or cancellation

100. Common provisions

100.1. The passenger shall be required to exercise his or her claim to indemnification without undue delay, but no later than within three months after the end of the term of validity of a travel document and related travel document for which he or she has not requested a refund for the fare in whole or in part.

100.2. The passenger can exercise his or her right to indemnification after the end of the term of validity of a travel documents or related travel documents purchased:

- I. at the ticket counter, using a ticket vending machine, or from an authorised ČD employee on the train:
 - a) electronically, using the contact form on www.cd.cz in the "REQUEST FOR INDEMNIFICATION" ("ŽÁDOST O ODŠKODNĚNÍ") section;
 - b) at any ČD ticket counter;
 - c) by sending the filled-in form from www.cd.cz to ČD's Claims Processing Facility (OPT);
- II. in the ČD e-shop, in the Můj vlak ("My Train") application, or in the e-shop of contractual partners:
 - a) electronically, using the Můj vlak ("My Train") application;
 - b) electronically, using the contact form on www.cd.cz in the "REQUEST FOR INDEMNIFICATION" ("ŽÁDOST O ODŠKODNĚNÍ") section;
 - c) at any ČD ticket counter.

In the case of an eTiket document purchased in the ČD e-shop or in the Můj vlak (“My Train”) application that was:

- paid for with a payment card or from a ČD Credit account;
- was issued for a one-way fare per the ČD Tariff;
- was used on a connection without a transfer;
- was inspected (scanned) and recognised as valid by an authorised ČD employee on the delayed train;

The indemnity will be processed automatically after the end of the term of validity, i.e. without the need to submit a Request for Indemnification. The indemnity will be paid out automatically to the account from which the eTiket document was paid for. If the payment is not credited to the account within 30 days from the end of the document’s term of validity, we recommend that the passenger request indemnification using of the methods specified above.

If a request for indemnification is made at a ticket counter, then it will be forwarded to for processing to ČD’s Claims Processing Facility (OPT).

100.3. When making a request for indemnification at the ticket counter, the passenger shall be required to submit the original documents, a photocopy of the front side of the card containing the IN 100 application, the eTiket document printed from the PDF file on white A4 paper (in the original non-reduced size) or a confirmation issued by the organiser of the ITS on the ownership of the ITS travel document and other documents documenting the claim to indemnification; when sending the request electronically, then scans of such documents. It is also possible to submit a free-form written request.

100.4. Indemnification is generally granted in the form of a voucher, which is transferable, valid for 1 year and can be used by the bearer during its term of validity for payment at the ticket counter or in the ČD e-shop, and only for inland or international travel documents, sleeper or couchette supplements, seat reservations, ČD applications per the ČD Tariff or per the ČD Tariff Conditions and Conditions of Carriage in International Transport (TPPM), or to recharge a ČD Credit account or EPIK.

100.5. Upon the passenger’s request, the indemnity can be sent by bank transfer to an account.

100.6. In the case of documents paid for by transport voucher or invoice, the indemnity shall be issued to the benefit of the payer.

100.7. In the case of documents paid for using loyalty points, the amount of the indemnity shall be calculated from the current valid price of the fare per the ČD Tariff.

100.8. ČD will process a request for indemnification within one month.

101. **Indemnification for a one-way or return ticket**

101.1. The amount of the indemnity in the case of a one-way or return travel document or related travel document shall be:

- a) 25% of the price for a delay of 60 to 119 minutes at the passenger's destination station;
- b) 50% of the price for a delay of 120 or more minutes at the passenger's destination station.

101.2. A claim to indemnification is restricted and shall not arise if:

- a) the passenger was informed of the train's delay or cancellation prior to purchasing the travel document (by an announcement on a station loudspeaker, notice board, information on www.cd.cz, in the Můj vlak ("My Train") application, or in person by a ČD employee), and its delay at the destination station did not increase by at least 60 minutes as compared with the original information about the delay at the time of the document's purchase;
- b) the price of the ticket and related travel documents for one person in each direction is less than CZK 350 in the case of a claim to indemnification in the amount of 25%;
- c) the price of the ticket and related travel documents for one person in each direction is less than CZK 180 in the case of a claim to indemnification in the amount of 50%;
- d) the calculated amount of the claim is less than CZK 90;
- e) it was exercised on the price of a refund of a related travel document for a dog or luggage;
- f) the passenger traveled on a historic, nostalgic, or excursion train;
- g) the passenger arrived to the destination station with a delay due to an event which is not part of the contract of carriage (e.g. a transfer between railway stations);
- h) the delay arose outside the territory of the European Union;
- i) the entire fare or part of the fare for the unrealised part of the journey was returned to the passenger;
- j) alternative transport or accommodation was secured for the passenger, or absolutely necessary expenses connected with alternative transport or accommodation were covered.

In the case of an eTiket, the minimum price of documents per letters b), c) and d) of this Article is not limited.

102. Indemnification for a commuter ticket

102.1. The amount of the indemnity in the case of a commuter ticket is:

- a) 25% of half of the daily aliquot part of the price of the commuter ticket, in the case of a delay of 60 to 119 minutes at the passenger's destination station;
- b) 50% of half of the daily aliquot part of the price of the commuter ticket, in the case of a delay of 120 or more minutes at the passenger's destination station;

however, the maximum amount of the sum paid out as an indemnity shall be 25% of the price of the time ticket.

102.2. A commuter ticket can be documented with at most 2 confirmations for a specific day (separately for each direction of travel).

103. Indemnification for a network ticket

103.1. The amount of the indemnity in the case of a network ticket is:

- a) 25% of half of the daily aliquot part of the price of the network ticket, in the case of a delay of 60 to 119 minutes at the passenger's destination station;
- b) 50% of half of the daily aliquot part of the price of the network ticket, in the case of a delay of 120 or more minutes at the passenger's destination station;

however, the maximum amount of the sum paid out as an indemnity shall be 25% of the price of the time ticket.

103.2. A network ticket can be documented with at most 2 confirmations for a specific day (for different trains).

103.3. In the case of network tickets of the type "+ Public Transport" per the ČD Tariff, the indemnity shall be calculated based on the price of the corresponding network ticket variant "without Public Transport" specified in the ČD Tariff.

104. Determinative for granting a claim to indemnification in the case of a commuter ticket or network ticket shall be documentation in the form of confirmations of a train cancellation or the extent of the delay specified on the confirmation by the conductor of the delayed train or at the passenger's destination station issued for the number of a specific card or ticket.

104.1. A claim to indemnification is restricted and shall not arise if:

- a) the passenger was informed of the train's delay or cancellation prior to purchasing the travel document (by an announcement on a station loudspeaker, notice board, information on www.cd.cz, in the Můj vlak ("My Train") application, or in person by a ČD employee);
- b) the indemnity was requested for the price of a related travel document for luggage;
- c) the delay arose during a transport operation outside the territory of the European Union;
- d) the passenger's absolutely necessary expenses were covered per PART FOUR, CHAPTER VI of the SPPO (Rerouting and help during extraordinary events).

Chapter V Indemnification for non-fulfilment of selected standards

105. Claims to indemnification



105.1. A claim to indemnification shall arise for every passenger if, on a train of the category fast, InterCity, EuroCity, SuperCity, *railjet*, EuroNight or nightjet, the following standards or comfort of transport were not observed:

- a) a 1st class carriage was not included in the train, even for part of the journey, although according to the composition plan it should have been included, and the passenger presents a document valid for 1st carriage class;
- b) the planned number of carriages was not observed (either fewer carriages or carriages with less seating capacity were included in the train), and for this reason a passenger with a valid document stood, even for only part of the journey;
- c) in a carriage included according to the composition plan with a pictogram of a 230 V (⊙) electrical socket, 230 V electrical sockets were missing, and a passenger with a valid seat reservation for this carriage could not be re-seated to a seat of the same category in a different carriage on the same train with a functional 230 V electrical socket;
- d) in a carriage included according to the composition plan with a WiFi (📶) pictogram, there was not a functional WiFi internet connection for reasons on ČD's side, and a passenger with a valid seat reservation for this carriage could not be re-seated to a seat of the same category in a different carriage on the same train with a functional WiFi internet connection;
- e) in a carriage, a comfortable temperature was not maintained due to non-functional air conditioning, forced ventilation, heating or the inability to open a window and a passenger could not be re-seated to a seat of the same category in a different carriage on the same train with functional ventilation or functional air conditioning, heating, or the possibility of opening a window.

105.2. A claim to an indemnity per letters c) and d) of the preceding Article shall not arise on a train for which a seat reservation was issued by an authorised ČD employee on the train in question.

105.3. Under a single contract of carriage a passenger claim may arise to concurrent indemnities for each individual violation of a standard of carriage.

105.4. Non-fulfilment of selected standards shall not apply to the part of the route in which a rail replacement service was used.

106. Indemnification

106.1. A request for an indemnity for non-fulfilment of selected standards shall be handled by an authorised ČD employee on the train in which the event occurred.

106.2. Upon presentation of a travel document per the ČD Tariff or per a Temporary Tariff and Carriage Measure (DTPO) and of a seat reservation, and if the issue of an indemnity is required per the SPPO, then passenger shall receive an indemnity in the amount of **CZK 30**.

106.3. An indemnity document is transferable, valid for 1 year, and during its term of validity the bearer may use it for payment as follows:

- a) at the ticket counter for documents per the ČD Tariff or per the ČD Tariff Conditions and Conditions of Carriage in International Transport (TPPM), i.e. inland or international travel documents, sleeper or couchette supplements, seat reservations, ČD applications or to recharge an EPIK or ČD Credit account;
- b) on the train from an authorised ČD employee for documents per the ČD Tariff, i.e. inland travel documents and related travel documents;
- c) for coffee, tee or sparkling/still water without supplementary payment, without a refund, or for partial payment of the price of other items from the offering with a supplementary payment, as the case may be, in a dining or accommodation carriage or from a minibar operated by the company JLV, a.s. or from the services of a ČD Minibar on the train where it was issued (i.e. on the day in question, or on the next day in the case of an overnight connection).

Chapter VI

Rerouting and help during extraordinary events

107. Fare compensation, continuation or rerouting to the destination station

107.1. If it can be reasonably expected, either upon departure or if a connection is missed or cancelled, that the resulting delay upon arrival at the destination station per the contract of carriage will be 60 minutes or more, then the passenger shall be entitled to select one of the following options under the terms and conditions specified in the SPPO.

- a) to receive a refund of the full price of the transport document with possible return transport to the originating station at the earliest opportunity;
- b) to continue to the destination station;
- c) to be rerouted to the destination station.

A passenger with a bicycle that was not transported for reasons that were not on the passenger's side, on a train for which the passenger had a reservation for a bicycle shall have analogous rights. Other passenger claims per the SPPO shall not be affected hereby.

A. FARE COMPENSATION

108. Fare compensation

108.1. Should a situation pursuant to Article 107 of the SPPO occur, the passenger shall have the right to compensation for the full price of the transport document under the terms and conditions under which it was purchased for the unrealised part or parts of the journey and for the part or parts of the already

realised journey, if the journey has become pointless in view of the passenger's original travel plans, together with possible free return transport to the first originating station at the earliest opportunity.

108.2. The passenger shall have the right to free transport back to the boarding station in the same carriage class aboard trains designated in a confirmation of free transport issued to the passenger by an authorised ČD employee on the train or at the ticket counter in the station where the event occurred.

108.3. A continuation of transport cannot be claimed on trains with required seat reservations or on trains with a global price, unless an authorised ČD employee decides otherwise in view of the capacity of the connection in question.

108.4. For subsequent exercise of the passenger's right under the contract of carriage (to claim a refund), the same provisions apply as for returns at the boarding station by 23:59 (11:59 p.m.) prior to the first day of validity or, for eTiket tickets, 15 minutes prior to the start of the ticket's term of validity.

B. CONTINUATION TO THE DESTINATION STATION

109. Continuation to the destination station

109.1. If the train terminates its journey extraordinarily before reaching the destination station or if a connection is missed at a transfer station due to a delay, then the passenger shall have the right to continue with the onward journey under comparable conditions to the destination station, or to a station nearer to the destination station, without a fare upgrade on the next suitable, or, according to the passenger's wishes, a later ČD train with departure on the same day.

109.2. If a designated obligatory train on the ticket is delayed by 30 minutes or more, or due to the obligatory train's delay one can assume that it will arrive at the destination station with a delay of 60 or more minutes, then the requirement to use the "obligatory train" is lifted. This requirement is also lifted if the "obligatory train" is cancelled or if the connection to the "obligatory train" was missed for reasons not on the passenger's side.

109.3. A continuation of transport cannot be claimed on trains with required seat reservations or on trains with a global price, unless an authorised ČD employee decides otherwise in view of the capacity of the connection in question.

109.4. Except for cases stipulated in Article 107 of the SPPO, the passenger can exercise his or her right to continue with transport divergently from the concluded contract of carriage only based on oral information (by telephone), information over a station loudspeaker, written information provided to him or her by an authorised ČD employee, or information published on www.cd.cz or in the Můj vlak ("My Train") application.

109.5. If a connection was missed for which the passenger had a seat reservation or seat reservation for a SuperCity train, then the passenger shall have the right to be issued a free seat reservation for a later connection if this is technically feasible.

109.6. The passenger shall have the right to an extension of the ticket's term of validity such that he or she can exercise his or her right to the completion of transport per the concluded contract of carriage even after the end of the term of validity specified thereupon. Upon termination of the journey at the destination station during the extended term of validity, the conditions of the concluded contract of carriage shall have been fulfilled on ČD's side.

C. REROUTING

110. Rerouting

110.1. If the train terminates its journey extraordinarily before reaching the destination station or if a connection is missed at a transfer station due to a delay, then the passenger shall have the right to continue with the onward journey under comparable conditions to the destination station, or to a station nearer to the destination station, without a fare upgrade on the next suitable, or, according to the passenger's wishes, a later ČD train with departure on the same day under the terms and conditions stipulated in Article 107 of the SPPO. It is also possible to continue on a transport route different from that specified on the passenger's ticket, on a train of a category for which the passenger's ticket is not valid, or on a ČD rail replacement service (so-called alternative transport), if in so doing the passenger will reach the destination station earlier.

110.2. The passenger shall have the right to alternative transport from a station located as close as possible to the destination station to where the passenger can be transported aboard a ČD train, if within 120 minutes (inclusive) no ČD train departs from it or no passing train can be stopped by which the passenger could complete his or her transport.

110.3. Alternative transport can be arranged to the location of the destination station (specified on the travel document or communicated by the holder of a time ticket):

- a) on an operational ČD rail replacement service (e.g. by bus or other transport means);
- b) by public mass transport operated by a different carrier on the basis of an allocated "consent number" ("číslo souhlasu");
- c) by means of a contractual taxi service secured by ČD;
- d) by means of a taxi service on the basis of an allocated "consent number" ("číslo souhlasu").

110.4. The passenger can exercise his or her right to alternative transport only based on oral information (by telephone), information over a station loudspeaker or written information provided to him or her by an authorised ČD employee on the train or in the railway station where the event occurred; at an unattended station the passenger shall request permission from ČD's Central Customer Service (CZS), tel. +420 221 111 122.

110.5. In order to evaluate the legitimacy of a claim to alternative transport and to permit / secure it, the passenger shall be required to hand over travel and related travel documents to an authorised ČD employee for inspection, or to communicate the necessary information about the documents to a ČD Central Customer Service (CZS) operator.

- 110.6. If ČD secures a contractual taxi service for the passenger, then the passenger must provide an authorised ČD employee a telephone number where he or she will be available throughout the provision of the alternative transport. If it is not possible to use a telephone connection, the passenger and an authorised ČD employee shall agree on a different form of communication. The passenger shall not pay for transport up to CZK 1500 per vehicle. At the passenger's own discretion, he or she may decide to use the contractual taxi service beyond this limit at his or her own expense, for which there shall be no claim to reimbursement.
- 110.7. If, within 100 minutes from the planned departure time of a delayed or cancelled train or of a connecting train, the passenger was not informed on a further manner of transport, then the passenger shall have the right, at his or her own discretion, to continue the onward journey with different providers of public rail, coach or bus transport.
- 110.8. If it is possible to use public mass transport, then passengers are not entitled to use a taxi service.
- 110.9. ČD shall reimburse a ticket for the use of public transport in full; ČD shall reimburse a receipt for the use of a taxi service up to a maximum amount of CZK 1500 per vehicle (see the exception above for a contractual taxi service).
- 110.10. The passenger shall have the right to a reimbursement of absolutely necessary expenses for alternative transport. For the reimbursement, the passenger is required to send the original payment receipts together with the original ČD documents or the number of the card on the chip of which the documents were recorded and the allocated consent number ("číslo souhlasu"), if issued, to ČD's Claims Processing Facility (OPT), or to hand them over at a ČD ticket counter against a confirmation.
- 110.11. If the passenger completes his or her journey to the destination station by means of alternative transport, then the conditions of the concluded contract of carriage shall have been fulfilled on ČD's side.

D. HELP FOR PASSENGERS

111. Accommodation

- 111.1. If it is not possible to continue the journey even using alternative transport, then an authorised ČD employee shall provide the passenger with a free accommodation voucher for a contractual accommodation facility if one is available at the location in question.
- 111.2. If it is not possible to provide the passenger with an accommodation voucher, then the passenger shall have a claim to a reasonable reimbursement for accommodation and the provision of information to persons who may be waiting for the passenger, including essential transport to the place of accommodation. The passenger can exercise his or her right to accommodation only based on oral information (by telephone), information over a station loudspeaker or written information provided to him or her by an authorised ČD employee on the train or at the railway station where the event occurred. At an unattended station the passenger shall request permission from ČD's Central Customer Service (CZS), tel. +420 221 111 122. Permission will be granted by an authorised ČD

employee by allocating a “consent number” (“číslo souhlasu”); the passenger shall arrange his or her own accommodation in cooperation with ČD.

111.3. In order to evaluate the legitimacy of a claim to accommodation and to permit / secure it, the passenger shall be required to hand over travel and related travel documents to an authorised ČD employee for inspection, or to communicate the necessary information about the documents to a ČD Central Customer Service (CZS) operator.

111.4. The passenger shall have the right to an extension of the ticket’s term of validity such that he or she can exercise his or her right to the completion of transport per the concluded contract of carriage. If the passenger subsequently completes his or her journey to the destination station, then the conditions of the concluded contract of carriage shall have been fulfilled on ČD’s side.

112. Refreshments

112.1. In the event of a delay of more than 60 minutes in the arrival or departure of a train, ČD shall provide passengers holding a valid travel document for ČD trains with refreshments in an amount commensurate with the wait time, provided such refreshments are available on the train or at the station, or if they can be delivered to the site of the event.

112.2. In order to evaluate the legitimacy of a claim to accommodation and to permit / secure it, the passenger shall be required to hand over travel and related travel documents to an authorised ČD employee for inspection, or to communicate the necessary information about the documents to a ČD Central Customer Service (CZS) operator.

112.3. Refreshments are generally provided in the form of bottled water or tap water, and in the case of a longer delay also shelf-stable bread/rolls or by issuing a voucher in the amount of CZK 30 for a delay of 60-119 minutes, or two vouchers for a delay of 120 minutes or more, which can be obtained on the day of the event from an authorised ČD employee at the station or on the train, and they can be used until 23:59 (11:59 p.m.) on the following day with contractual partners, which are currently (subject to change):

- a) on trains: dining and accommodation carriages and minibars with the service JLV, a.s. and minibars operated by ČD directly;
- b) at stations: PONT stores (JPService, a.s.) and Minit mini-bakeries (Minit Bohemia s.r.o.).

Chapter VII Compensation for damages and harm

113. Compensation for damages and harm



113.1. If a passenger in public passenger transport by rail was not transported on time or was not transported at all, then he or she shall not have a right to compensation for damages incurred in consequence of a violation of the terms and conditions of the contract of carriage on the side of ČD.

113.2. A request for compensation for harm or damages in the case of the injury or death of passengers, or in the case of damage to or destruction of their personal items or mobility equipment including orthopaedic wheelchairs, or in the case of the loss or injury of their assistance dogs caused from the liability of the carrier ČD, in connection with transport on ČD trains or while on ČD premises accessible only with a valid travel document, or a request for compensation for damages arising through the full or partial loss of or damage to an item when using the luggage storage during transport (ÚBP) service can be made at České dráhy, a.s., Odbor právní, Nábřeží L. Svobody 1222, 110 15 Prague 1, CZECH REPUBLIC.

The request must contain:

- the original travel documents and related travel documents;
- a copy of the confirmation issued by an authorised ČD employee at the train;
- what the requested compensation for damages concerns;
- a brief rationale;
- the requested financial fulfilment (separately for each request);
- documentation of health, as the case may be;
- the original documents documenting the value of the item(s) or the cost of repair;
- a list of attached/enclosed documents;
- the exact postal or e-mail address to which the resolution should be sent;
- bank account information;
- ID Number and Tax ID Number (VAT Number) if applicable;
- date and signature of the authorised party (company name in the case of legal persons).

Chapter VIII

Complaints, suggestions and consumer disputes

114. Complaints

114.1. Passengers shall have the right to submit any complaints about the transport of passengers, live animals or luggage within 3 months from the event; they must do so electronically using the contact form on www.cd.cz, or in writing on: České dráhy, a.s., Odbor zákaznického servisu a zkoušek, Nábř. L. Svobody 1222, 110 15, Prague 1, CZECH REPUBLIC. Passengers shall have the right, within one month at the same places, to submit an appeal of the original decision about the complaint without

this having any influence on the course of deadlines for submitting complaints pursuant to Article 1.3. of the SPPO.

114.2. In the event of an attempt to submit a complaint or appeal in a different manner than that specified above, the passenger shall be informed of the correct procedure and form for making submissions.

114.3. Complaints may be submitted in Czech, Slovak, English, German or Russian.

114.4. ČD shall process complaints and appeals to the original decision within one month and in justified cases within three months; the complainant shall be informed in writing of the results of the inquiry by means of the e-mail address or postal address provided.

114.5. ČD may refuse to process a complaint or appeal if the complainant refuses to provide required cooperation, sends the submission after the deadline specified above, if it is a non-specific anonymous submission or an abusive submission using vulgar expressions.

115. **Suggestions**

115.1. Suggestions can be submitted electronically using the contact form on www.cd.cz, in writing on the address České dráhy, a.s., Odbor zákaznického servisu a zkoušek, nábř. L. Svobody 1222, 110 15 Prague 1, CZECH REPUBLIC, or by telephone in urgent matters only on +450 221 111 122. Suggestions submitted by telephone will not be accepted if the passenger does not provide his or her e-mail or postal address.

115.2. ČD shall not be required to respond in writing to suggestions.

116. **Consumer disputes**

116.1. An Initiative for the resolution of a consumer dispute can, in accordance with paragraph 1 of Regulation No. 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), be sent to info@cd.cz.

116.2. In the case of a consumer dispute pursued out-of-court, the authority²⁵ with material jurisdiction is the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, CZECH REPUBLIC (adr.coi.cz, adr@coi.cz).

116.3. In the case of a consumer dispute pursued out-of-court relating to eTiket documents, it is also possible to use the Online Dispute Resolution platform on <http://ec.europa.eu/consumers/odr/>.

²⁵ See Act No. 634/1992 Coll., on consumer protection, as amended.

PART FIVE FINAL PROVISIONS

117. Final provisions

117.1. These SPPO were approved under file no. 56 859/2022-O14 by the member of the ČD Board of Directors responsible for the passenger transport segment. These SPPO became valid and effective on 1 August 2022 by Decree No. 020/15/2022 of the Transport and Tariff Bulletin of the Ministry of Transport of the Czech Republic (PTV) and are valid as amended by the changes specified in the record of changes.

117.2. By these SPPO becoming effective, the SPPO file No. 58 501/2010 effective from 12 December 2010, as amended by all of the changes issued thereto, shall cease to be valid.

These SPPO as amended by Change No. 3 shall take effect on 10 December 2023.

