

ČD
SPPO

ČD Contractual and Transport Terms for Public Passenger Railway Transport (SPPO)

Change No. 13

Access level "A"

Approved by decision of Ing. Michal Štěpán, member of the ČD Board of Directors responsible for the passenger transport segment, under file no. 58 501/2010-O28

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LIST OF BRAND NAMES AND ABBREVIATIONS USED

CZS	ČD Central Customer Service, tel. +420 221 111 122
Art.	Article
ČD	České dráhy, a.s. (ČD)
ČR	Czech Republic
EC	EuroCity, higher-quality train
EN	EuroNight, higher-quality train
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 on www.cd.cz including the Můj vlak ("My Train") mobile application
eTiket	A travel document or payment receipt purchased in the ČD e-shop, including documents purchased using the TeleTiket service
EUR	Euro – common currency of the countries of the European Monetary Union
Ex	Express, higher-quality train
GŘ ČD	ČD General Directorate
IC	InterCity, higher-quality train
Integrated transport system (IDS)	Integrated Transport System
CZK	Czech crowns
KMB	ČD Kilometric Bank
OIK	Image of a chip In Karta card displayed on a mobile telephone
OPT	ČD Claims Processing Facility (OPT) Postal address: České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC.
Os	Regional train
POP	Portable personal cash register (generally carried by a conductor)
PTV	Transport Tariff Bulletin of the Ministry of Transport of the Czech Republic
PŘ	Decree of the Ministry of Transport of the Czech Republic on transport rules for public rail and road passenger transport No. 175/2000 Coll. (also abbreviated "PŘ")
R	Fast train
railjet	Higher-quality train
Rx	Higher-quality fast train
Coll.	Collection of laws of the Czech Republic
SC	SuperCity, higher-quality train
Text message	Short message service = a short text message sent by means of mobile telephones
Sp	Regional fast train

SPPO	ČD Contractual and Transport Terms for Public Passenger Railway Transport (SPPO)
SŽDC	Czech Railway Infrastructure Administration
TeleTiket	A service offering telephone sales of eTiket documents
TR 10	ČD Tariff for Inland Transport of Passengers and Luggage
TR 14	ČD Tariff for Aerial Cableways
ÚBP	Luggage storage during transport service
VIK	Virtual In Karta card on a mobile telephone
ZTP	Discount card for a person with a severe health disability
ZTP/P	Discount card for a person with a severe health disability requiring a guide

EXPLANATION OF TERMS

TERMS:	
QR code	A two-dimensional barcode on travel and eTiket documents which carries machine readable information according to an international standard.
ČD application	A discount application per the TR 10 Tariff recorded on an In Karta card or a card issued by another entity.
ČD Points	A bonus loyalty programme in the ČD e-shop.
ČD Credit	A pre-paid account for payments in the ČD e-shop.
ČD Services	Services provided by ČD in connection with the transport of passengers and luggage.
ČD gift payment card	A pre-paid ČD payment card that can be used for payments at ČD ticket counters only.
Carrier	A physical or legal person which transports persons and things for the needs of other entities.
Express reservation	Sales of reservations for reserved spaces until the time of the train's actual departure from the boarding station.
Global price	Price for passenger transport including fare, reservation and possibly other supplementary services.
Integrated Transport System	Transport service on a certain territory provided by several carriers based on agreed contractual transport terms.
In Karta	<ul style="list-style-type: none"> a) a contactless ČD chip card serving as a carrier of travel documents, discounts, an electronic wallet (EPIK) and other services, applications or ČD bonus programmes. b) the image of a chip In Karta card (OIK) displayed on a mobile telephone; c) a virtual In Karta card (VIK) on a mobile telephone serving as a carrier of travel documents, discounts and other services, applications or ČD bonus programmes.
ČD Karta	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 if announced also electronic money (EP) which can be used for payments with ČD.

TERMS:	
Handling surcharge	Surcharge for violating the transport terms and conditions due to a passenger's failure to exercise the option to purchase a ticket, upgrade or supplement at an attended station, and expressing justified additional costs incurred to ČD in connection with ticketing the passenger.
Rail replacement service	Bus or other transport means which replaces a train for even part of the route due to a closure.
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 (transport) 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 where a ticket issue point is open, unless it is considered an unattended station.
Personal identification	A valid identification document (e.g. civic identification card, passport, foreigner's residence permit, etc.) issued by the relevant administrative authority, which includes a photograph of the holder. A confirmation of a civic identification card (replacement document) cannot be substituted for personal identification and 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.
Border point	A virtual tariff point at which there is a change of carrier when operating trains in cross-border passenger rail transport.
Cashier	A ČD employee authorised to ticket passengers and perform cash register activity.
Ticket counter	A ČD ticket issue point attended by a cashier.
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; 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 third party performing the duties of a ČD employee based on a contractual relationship between ČD and a third party.
SŽDC ticket sales point	A ticket counter at an attended station operated by an employee of the Czech Railway Infrastructure Administration (SŽDC) selling a limited range of travel documents and providing services.
ČD premises	Premises administered or owned by ČD in which ČD operates services (see ČD Services), duly marked and accessible only with a valid ČD travel document.
Conductor	An authorised ČD employee certified to inspect travel documents and to ticket passengers.

TERMS:	
Surcharge	An amount which is collected pursuant to the Railways Act for violating the transport terms and conditions set out by the Transport Code (PŘ) from the point of view of safety and protecting the health of passengers or other persons, the safety and smooth operation of public passenger transport, and ensuring orderly, calm and comfortable transport.
Fare surcharge	An amount which is collected in addition to the fare under the Act No. 266/1994 Coll., on railways, if a passenger fails to present, when called upon to do so by an authorised ČD employee, a valid travel document.
Carriage fee	The price for transporting a dog.
Service organisation	An organisation providing services on trains providing passenger transport (accommodation, alimentation, etc.).
Discount	The reduced fare granted if announced conditions are fulfilled.
Station	A place authorised to dispatch trains for passenger transport (railway stations and stops or other tariff point).
Ticket issue point	A place where travel and transport 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.).
Connection finder	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 contractual carriers. It is functionally interconnected with the ČD e-shop, and ticket sales and other services are provided on the basis of the search.
Exclusion from transport	An instruction to leave the train issued by an authorised ČD employee to a passenger who has violated the transport terms and conditions per the SPPO.
Closure	A planned or unplanned stoppage or restriction of the operation of an element of railway infrastructure.

PART ONE EXTENT OF VALIDITY

1. České dráhy, a. s. (hereinafter ČD) announces these Contractual and Transport Terms for Public Passenger Railway Transport (SPPO) under Regulation (EC) No. 1371/2007 of the European Parliament and of the Council, on the rights and responsibilities of passengers in rail transport, Section 36(1a) of Act No. 266/1994 Coll., on railways, as amended, per Decree of the Ministry of Transport of the Czech Republic No. 175/2000 Coll., on transport rules for public rail and road passenger transport (hereinafter the Transport Code) and per certain terms and conditions set by the valid price assessment of the Ministry of Finance of the Czech Republic.

1. 1. In inland rail transport, the SPPO sets the terms and conditions under which the transport contract is concluded, the obligations and responsibilities of the carrier ČD and of passengers during the transport of passengers, their luggage and live animals.

1. 1. 1. The SPPO also applies mutatis mutandis for the transport of passengers, live animals and luggage on the ČD cableway, on the Liberec-Horní Hanychov – Ještěd route.

1. 1. 2. The SPPO also applies mutatis mutandis on bus connections per Article 13 of the TR 10 Tariff, on rail replacement service connections, and on inland ČD Bus connections.

1. 2. In international transport, the SPPO applies in cases specified in the Uniform Legal Regulations for the Contract of International Carriage of Passengers by Rail (CIV) and in the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR).

1. 3. The Railway Authority, as a state administrative body, exercises oversight over the fulfilment of obligations concerning the observance of passengers' rights in rail transport according to the directly applicable regulations of the European Community¹ and over the processing of complaints for violations of these obligations.

1. 4. In the case of a consumer dispute pursued outside of court proceedings, the authority with material jurisdiction² is the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, CZECH REPUBLIC (www.coi.cz).

2. The SPPO, its amendments and changes are announced by ČD in the PTV, published on www.mdcr.cz/Dokumenty/Ministerstvo/Prepravni-a-tarifni-vestnik.

3. 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.

4. Void.

¹ Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations.

² Act No. 634/1992 Coll. on consumer protection.

PART TWO TRANSPORT OF PASSENGERS

Chapter I

Inception and Fulfilment of the Transport Contract on the Transport of Passengers

5. The transport contract for transporting passengers is concluded and fulfilled if a passenger exercises his or her right to transport arising from a valid travel document by boarding a train, cableway, or rail replacement transport means on which ČD travel documents are valid.

5. 1. The transport contract is also concluded if the passenger boards the train, cableway, or rail replacement transport means without a valid travel document and pays the fare to an authorised ČD employee without delay per the SPPO.

5. 2. By concluding the transport contract or by paying for a travel document or payment receipt, the passenger expresses his or her consent to the transport terms stated in the SPPO, the tariff terms stated in the TR 10 Tariff or the TR 14 Tariff, or published in a PTV announcement, or to the Rules for Shopping in the ČD E-shop and the rules for using the TeleTiket service.

5. 3. By concluding the transport contract for transporting passengers, a binding legal relationship arises between ČD and a passenger, the contents of which are:

- a) 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 by train, cableway, or rail replacement transport means published in the valid timetable under the terms and conditions stated in the SPPO,
- b) an obligation on the part of the passenger to pay the price for transport per the TR 10 Tariff or the TR 14 Tariff, or a price announced in a PTV announcement, and to comply with the transport terms and conditions stated in the SPPO.

5. 4. A transport contract may only be independently concluded by a person 6 years of age or older.

6. On the side of ČD, the transport contract is fulfilled through the due performance of the transport in the contracted extent per the concluded transport contract or through performance of the transport in an extent different than the contracted extent, if a passenger has been justifiably excluded from transport by an authorised ČD employee.

6. 1. Passengers' rights arising from non-fulfilment of the transport contract on the part of ČD are specified in Part Five of the SPPO.

7. – 9. Void.

Chapter II

Travel Document, Payment Receipt, Discount Card

10. With a travel document, passengers demonstrate the conclusion of the transport contract for the duration of its fulfilment and the rights following therefrom.

10. 1. A travel document (hereinafter ticket) is understood as:

- a) a one-way or return ticket for an individual journey,
- b) a ticket with a global price,
- c) a commuter or network ticket,
- d) a card entitling a passenger to transport.

11. On announced ČD trains, passengers present a payment receipt together with a ticket.

11. 1. A payment receipt is understood as:

- a) a seat reservation, sleeper or couchette supplement,
- b) a service fee,
- c) documents for transporting dogs or luggage.

12. Tickets and payment receipts can have the form of:

- a) a paper receipt printed electronically or written on a ČD block form,
- b) a paper receipt printed from a PDF document on white A4 paper (in the original, unreduced size),
- c) displayed on the monitor or display of the passenger's portable electronic device as an open PDF file or QR code,
- d) displayed on a POP by entering the transaction code communicated by the passenger,
- e) an electronic record on an In Karta card or ČD Karta card.

12. 1. The use of tickets presented in a form per Article 12 b)-e) of the SPPO may be restricted depending on the prevailing technical parameters of collaborating carriers per the terms and conditions published in TR 10 Tariff for the particular type of discount.

12. 2. On bus connections per Article 13 a) of the TR 10 Tariff, Airport Express Praha hl.n. – Praha letiště/Airport (BUS), travel documents presented in the form of the passenger communicating the transaction code or in the form of the electronic record on an In Karta card or ČD Karta card are not valid, with the exception of the IN 100 and IN Business applications.

12. 2. 1. Passengers with the IN 100 or IN Senior applications per the TR 10 Tariff establishing their identity with a VIK or OIK shall present for inspection the application's term of validity displayed on their own portable electronic device (User profile section).

12. 3. On bus connections per Art 13 b) and c) of the TR 10 Tariff, travel documents in the form of the passenger displaying a QR code, communicating the transaction code, or in the form of the electronic record on an In Karta card or ČD Karta card are not valid.

12. 3. 1. Passengers with the IN 100 or IN Senior applications per the TR 10 Tariff establishing their identity with a VIK or OIK shall present for inspection

the application's term of validity displayed on their own portable electronic device (User profile section).

13. Passengers are required to hand over tickets and payment receipts to an authorised ČD employee for inspection, to allow an electronic inspection on a ČD reading device, to allow the inspection of a legibly displayed ticket and payment receipt on the screen of their own portable electronic device,³ or to provide the transaction code immediately upon being called upon to do so at any time during the transport contract's term of fulfilment, even repeatedly.

14. The passenger is required to present a discount card for inspection to and allow a possible electronic inspection thereof on a ČD reading device by:

- an authorised ČD employee together with the ticket at the time of fulfilment of the transport contract,
- the conductor when purchasing a ticket on the train, unless it is an advanced sale,
- an authorised ČD employee when called upon to do so at a ticket counter when purchasing a ticket or an application, or when handling an EPIK.

14. 1. A discount card⁴ is understood as an identification card entitling the holder to purchase a particular type of fare or an In Karta card or ČD Karta card bearing an electronic record of an application, or a provisional In Karta card entitling the holder to purchase a particular type of fare.

14. 2. If the discount card is a provisional In Karta card, passengers are required, at the request of an authorised ČD employee, to demonstrate eligibility for its use by presenting personal information.

14. 3. If a discount card must include a photograph, this photograph must depict the current appearance of the cardholder.

15. If a ticket, payment receipt or discount card is in a pouch, all information must be clearly legible. At the request of an authorised person, the passenger is required to remove the document from the pouch.

16. A ticket, payment receipt or discount card is invalid if:

- a) the passenger has not complied with the stated conditions for its use or its presentation for inspection,
- b) the prescribed information or part of the document is missing or does not reflect the reality or was illegitimately changed or modified,
- c) the document is damaged so that the decisive information necessary for verification of its validity and for verification of the correctness of its use is not legible,
- d) the electronically carried information does not correspond to the information on the document,
- e) a right under the transport contract was exercised on it (a refund was claimed),
- f) the document's term of validity has expired,

³ If the passenger presents the document in question on a device which is damaged (e.g. cracked display), and due to this defect the POP cannot read the document, the passenger is considered a passenger without a valid travel document.

⁴ The statutory representative is responsible for the accuracy of the information on the card of a passenger under 15 years of age. If it is necessary to verify the personal data of the statutory representative, the statutory representative must be present when procuring the card.

- g) the document was presented for inspection prior to the beginning of its term of validity,
- h) the In Karta card or ČD Karta card was evaluated as invalid or unknown,
- i) for documents per Article 12 a) of the SPPO, it is not an original,
- j) in the event that an eTiket ticket is presented for a second time by a passenger or passengers, the eTiket presented by the first passenger is considered to be the valid ticket.

16. 1. Invalid documents will not be recognised by an authorised ČD employee, and the passenger will pay the fare for which he or she demonstrates eligibility (or the difference between this fare and the fare already paid) and a surcharge per the SPPO.

16. 2. The authorised ČD employee will confiscate invalid documents which were issued or verified by ČD, except for documents per Article 16 g) and h), and, on the basis of a methodological instruction from the Ministry of Transport, invalid student discount cards.

16. 2. 1. If an invalid document was confiscated per Article 16 b), the passenger is required to provide personal information; if he or she refuses, the ČD employee shall proceed per Article 145. 1. of the SPPO.

16. 2. 2. The ČD employee will issue a confirmation of the document's confiscation to the passenger.

16. 3. For justifiably confiscated documents, ČD does not provide compensation or issue duplicates.

16. 4. A ticket combined with a reservation in a single document is not considered invalid if it is used on a different train than the one specified on the reservation.

17. ČD does not provide replacements or issue duplicates for lost, stolen, damaged, illegible (e.g. faded) or soiled travel documents, travel documents illegitimately changed or modified, payment receipts, provisional commuter tickets, provisional or temporary In Karta or discount cards issued in the form of paper documents.

18. Lost, stolen or damaged travel documents or discount cards issued as ČD applications on an In Karta card can be blocked **free of charge**; for a contractual fee of **CZK 100**, they can be unblocked or a duplicate can be issued.

18. 1. Lost, stolen or damaged travel documents or discount cards issued as ČD applications on a ČD Karta card can be blocked or a duplicate can be requested exclusively with the card issuer per the issuer's terms and conditions.

19. Void.

A. TICKET

20. The passenger has the right to purchase a ticket for the intended journey in 1st or 2nd carriage class, for which he or she is required to pay a fare per the TR 10 Tariff or per terms announced in the PTV, or to retrieve a free ticket for a child under 6 years of age, or to pay a carriage fee per the TR 10 Tariff.

20. 1. Business sections on railjet trains are a transport category of 1st carriage class sections with required reservations.

21. A ticket, during its term of validity, entitles the passenger to transport in the extent specified thereupon.

21.1. 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, the shortest route applies. A station on the route lying closer to the destination station can also be considered the boarding station.

21. 1. 1. For tickets purchased at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train, and for tickets which the ČD e-shop makes it possible to purchase outside of an application for searching connections, it is possible to commence the journey with a train that departs per the valid timetable from the boarding station on the first day of its term of validity.

21. 1. 2. For tickets purchased in the ČD e-shop through an application for searching connections, it is possible to commence the journey no earlier than at the time specified on the ticket as the beginning of its term of validity or at any time thereafter on the first day of the ticket's term of validity. In the event of an irregularity in transport, it is also possible to use a different ČD connection departing in the required direction from the passenger's boarding station at most 15 minutes prior to the beginning of the ticket's term of validity.

21. 1. 3. A one-way ticket is valid:

- a) until 6:00 (a.m.) on the day following the first day of its term of validity if it is issued for 50 tariff kilometres, inclusive,
- b) 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,

21. 2. A return ticket⁵ entitles the passenger to one "OUTBOUND" journey and one "RETURN" journey, in that order, between the stations 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, the shortest route applies. A station on the route lying closer to the destination station can also be considered the boarding station.

21. 2. 1. For tickets purchased at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train, and for tickets

⁵ E.g. a fare with a return discount per the TR 10 Tariff, but not several tickets on an associated document.

which the ČD e-shop makes it possible to purchase outside of an application for searching connections, it is possible to commence the “OUTBOUND” journey with a train that departs per the valid timetable from the boarding station on the first day of the ticket’s term of validity; the “RETURN” journey can be commenced at any time during the ticket’s term of validity.

21. 2. 2. For tickets purchased in the ČD e-shop through an application for searching connections, it is possible to commence the “OUTBOUND” journey no earlier than at the time specified on the ticket as the beginning of its term of validity or at any time thereafter on the first day of the ticket’s term of validity; the “RETURN” journey can be commenced at any time during the ticket’s term of validity. In the event of an irregularity in transport, it is also possible to use a different ČD connection departing in the required direction from the passenger’s boarding station at most 15 minutes prior to the beginning of the ticket’s term of validity.

21. 2. 3. A return ticket is valid until 24:00 (midnight) on the day following the day marked on the ticket as the first day of its term of validity, unless stated otherwise for a particular type of fare in the TR 10 Tariff or by an announcement in the PTV.

21. 3. A time ticket entitles the passenger to an unlimited number of journeys on a specific line (commuter time ticket), in an announced area or within the entire Czech Republic (network time ticket). The journey can be commenced and terminated at any station within the circuit of validity.

21. 3. 1. For tickets purchased at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train, and for tickets which the ČD e-shop makes it possible to purchase outside of an application for searching connections, it is possible to commence the journey at any time during the ticket’s term of validity.

21. 3. 2. For tickets purchased in the ČD e-shop through an application for searching connections, it is possible to commence the journey no earlier than at the time specified on the ticket as the beginning of its term of validity or at any time thereafter during the ticket’s term of validity. In the event of an irregularity in transport, it is also possible to use a different ČD connection departing in the required direction from the passenger’s boarding station at most 15 minutes prior to the beginning of the ticket’s term of validity.

21. 3. 3. A time ticket is valid until 24:00 (midnight) on the last day of its term of validity specified thereupon or displayed when an application on an in Karta card or ČD Karta card is read electronically.

21. 3. 3. 1. A one-day time ticket or one-day transport document is always valid until midnight on the day indicated as the first day of its term of validity (e.g. from 10 June 2017 until 24:00 midnight of the same day).

21. 3. 3. 2. A one-week time ticket is valid for 7 days from the first day of its term of validity (e.g. from 10 June 2017 until 16 June 2017).

21. 3. 3. 3. A 14-day time ticket is valid for 14 days from the first day of its term of validity (e.g. from 10 July 2017 until 23 July 2017).

21. 3. 3. 4. A one-month time ticket is valid for 1 month from the first day of its term of validity (e.g. from 10 June 2017 until 9 July 2017).

21. 3. 3. 5. A quarterly time ticket is valid for 3 months from the first day of its term of validity (e.g. from 10 June 2017 until 9 September 2017).

21. 3. 3. 6. An annual time ticket is valid for one year from the first day of its term of validity (e.g. from 10 June 2017 until 9 June 2018).

21. 4. A one-way or return ticket with a global price entitles the passenger to use a specific train with a global price.

21. 5. A travel document or payment receipt purchased as an eTiket ticket is non-transferable and entitles to its use only a passenger who presents identification bearing the same name and surname entered at the time of purchase; if issued as a single travel document for multiple passengers travelling together, the passenger whose name and surname are specified thereupon must travel unconditionally. Identification is understood as the passenger's personal identification or any official identification document issued by ČD or another carrier, with a photograph of the cardholder, his or her given name, surname and identification document number.

21. 5. 1. The passenger's name on the eTiket ticket can be changed free of charge only once during the 15 minutes preceding the beginning of its term of validity exclusively in the ČD e-shop or, for TeleTiket travel documents at ČD CENTRAL CUSTOMER SERVICE on tel. +420 221 111 122. The fare type does not change after a change of name, and the newly specified passenger must document his or her eligibility for any discount per the terms and conditions of the TR 10 tariff.

21. 5. 1. 1. The passenger name on an eTiket for a group purchased through the ordering cannot be changed until further notice.

21. 6. A transferable ticket entitles a passenger who presents it for inspection during the transport contract's term of fulfilment to its use.

21. 7. A non-transferable ticket entitles only the passenger whose identification information is specified thereupon to its use, as well as a group per Article 21. 5. of the SPPO.

21. 8. A ticket is non-transferable if the passenger has already begun to exercise his or her right to transport deriving therefrom.

21. 9. If a ticket is specified to or from a station located in a tariff hub, it is valid in the relevant direction to or from stations included therein. ČD tariff hubs are announced in the TR 10 Tariff.

21. 10. If a ticket is specified to or from a station where the train does not stop, the passenger is required to present a previous or subsequent connecting ticket, or pay the fare or carriage fee for which he or she demonstrates eligibility, at least to or from the nearest station where the train in question stops per the valid timetable.

- 21. 11.** If the ticket's term of validity ends and the journey will not have been terminated, the passenger will pay the fare from the station at which the train last stopped, per the valid timetable, prior to the end of the ticket's term of validity to the destination station, for which he or she demonstrates eligibility.
- 21. 12.** If the term of validity of a discounted ticket extends beyond the term of validity of the discount card with which it was issued, it will be recognised as valid only until the last station at which the train stopped before 24:00 (midnight), per the valid timetable, on the last day of the discount card's term of validity.
- 21. 13.** An authorised ČD employee is entitled to confiscate a ticket for control purposes and to issue the passenger a substitute document in its original extent of validity.
- 22.** The ticket is valid for the entire agreed transport route or in a limited extent, as the transport contract can be fulfilled by one or multiple rail carriers according to the information specified thereupon, provided an agreement on mutual ticketing has been concluded.
- 23.** If it is technically possible, the passenger may purchase a ticket from the requested boarding station to the requested destination station or to a border point in advance sales up to 60 days prior to the first day of its term of validity:
- at the ticket counter in the station, if it is open, or from an operable ticket vending machine, if one is installed at the station,
 - on the train⁶ from an authorised ČD employee or from an operable ticket vending machine, if one is installed on the train,
 - through the ČD e-shop no later than at the time of the train's departure from the boarding station specified on the ticket,
 - through the TeleTiket service,
 - at contractual vendors per the published extent of ticketing.
- 23. 1.** When using the ČD e-shop or the TeleTiket service, the passenger is required to express in advance consent to the rules for purchasing, using, and exercising his or her right under the transport contract (filing a claim) in respect of documents thus purchased.
- 23. 2.** Use of the TeleTiket service is subject to a fee per the TR 10 Tariff, which is paid only once within the scope of a single purchase, even in the case of ordering multiple documents.
- 23. 3.** Purchased eTiket tickets cannot be retrieved at a ČD ticket counter or from a ticket vending machine.
- 23. 4.** The term "advance sales" is understood as the purchase of a ticket prior to the first day of its term of validity. For certain types of fares, the term of advance sales may be temporarily or permanently shortened or excluded.
- 23. 5.** The purchase of a ticket for the following day after 23:00 (11:00 p.m.) is not considered advance sales.
- 24.** A ticket cannot be issued if the boarding and destination stations are the same.

⁶ For certain kinds of fares, purchases aboard the train may be excluded; this restriction must be announced in the TR 10 Tariff or in a PTV announcement.

25. Tickets valid on trains of other rail carriers, provided ČD has concluded an agreement on mutual ticketing with them, can be purchased only at a ticket counter or on the train; they cannot be purchased as eTiket documents.

25. 1. When purchasing a ticket from a ČD employee, the passenger is required to announce in advance whether he or she will use the train of another rail carrier for a line on which ČD also operates trains.

26. Within an IDS, ČD recognises specified travel documents of other entities (carriers, IDS organisers or coordinators, etc.), valid for the IDS in question for trains. The transport-tariff terms and conditions of individual IDS systems including the method of ticketing passengers within the respective IDS are published in announcements in the PTV.

26. 1. A list of IDS systems integrated with ČD is specified in Annex No. 2 of the SPPO.

27. – 29. Void.

B. CARD ENTITLING A PASSENGER TO TRANSPORT

30. A card entitling a passenger or his or her guide to transport is a travel document upon presentation of which the passenger can exercise his or her right to transport without purchasing a ticket.



30. 1. The terms and conditions for using these cards as travel documents are specified in the TR 10 Tariff.

31. – 34. Void.

C. SLEEPER AND COUCHETTE SUPPLEMENTS

35. Passengers have the right to purchase a sleeper or couchette supplement for a ticket, provided these supplements are not sold out for the selected connection. The prices of sleeper and couchette supplements are specified in the TR 10 Tariff.

36. Sleeper or couchette supplements for a specific train, carriage, seat and line can be purchased for trains which include sleeper or couchette carriages, respectively.

36. 1. Trains which include sleeper (the symbol ) or couchette (the symbol ) carriages are published in the valid timetable.

36. 2. Passengers without a sleeper or couchette supplement are not permitted to be in sleeper or couchette carriages, nor in the carriage corridor or boarding areas.

37. A sleeper or couchette supplement is valid only in combination with a valid travel document, and only to the station specified on the sleeper or couchette supplement.

38. A sleeper or couchette supplement can be purchased in advance sales up to 60 days⁷ prior to the planned date of departure at a ticket counter equipped to issue international tickets.

38. 1. The term of advance sales for sleeper and couchette supplements may be announced in advance, and the announced term may be shortened or excluded.

38. 2. Use of the TeleTiket service is subject to a fee per the TR 10 Tariff, which is paid only once even in the case of ordering multiple documents within a single purchase.

39. The sale of sleeper and couchette supplements is generally terminated at the time of the train's scheduled departure from the passenger's boarding station; for selected trains or carriages, it is terminated two hours prior to the train's departure from its originating station.

39. 1. Supplements for unoccupied sleeper or couchette berths may be sold by an employee of the service organisation right on the train.

40. A sleeper or couchette supplement can only be provisionally reserved for selected trains at the ticket counter during the period of advance sales, but no later than two days prior to departure.

40. 1. Passengers will receive a confirmation of the provisional reservation or statement of a completed transaction containing the earliest date for retrieving the supplement at a ticket counter equipped to issue international tickets. Afterwards, the provisional reservation is cancelled.

41. Compartments in couchette carriages are have 6 or 4 berths per compartment and are generally gender-mixed for men and women. On selected trains, it is possible in advance sales to reserve a seat in a compartment for women only.

41. 1. In connection with a couchette supplement it is necessary to present a travel document valid in 2nd carriage class.

⁷ Up to 90 days on trains/carriages of certain foreign carriers or on announced trains.

- 41. 2.** On one couchette berth (with one couchette supplement) at most two persons may travel together, of whom at least one must be under 10 years of age.
- 42.** Sleeper carriages have Deluxe (WC + shower in the compartment) and Economy (common WC and possibly a shower in the carriage) compartments which are in principle occupied only by persons of the same gender. Compartments can be set up for one passenger (Single), two passengers (Double) or three passengers (Triple), or conjoined (Family).
- 42. 1.** The sleeper supplement includes a service, generally breakfast.
- 42. 2.** For a sleeper supplement for the categories Deluxe and Economy, it is necessary to present a travel document valid in 2nd carriage class.
- 42. 3.** Unaccompanied children under 10 years of age travel in a compartment for women; children under 10 years of age accompanied by an adult travel in a compartment according to the gender of the accompanying person.
- 42. 4.** On one sleeper berth (with one sleeper supplement) at most two persons may travel together, of whom at least one must be under 10 years of age.
- 42. 5.** Passengers wishing to use a compartment exclusively must occupy all places in the compartment or pay for sleeper supplements and tickets at the regular fare per the TR 10 Tariff for the empty berths.
- 43.** When boarding a sleeper or couchette carriage, passengers are required to hand over into the custody of an employee of the service organisation travel documents and discount cards, and to leave them with the employee for the duration of the journey. These documents will be returned to the passenger prior to exiting the train.
- 44.** Passengers lose their claim to a reserved space if they do not occupy it within 15 minutes of the train's departure from the station specified on the sleeper or couchette supplement, except for cases per Article 42. 5.
- 45.** In sleeper carriages, the transport of live animals accompanied by a passenger (in a container as well as outside of a container) is completely excluded, except for guide and assistance dogs per Article 129. 3. of the SPPO if the passenger has paid for an entire separate compartment. In couchette carriages, the transport of live animals accompanied by a passenger is possible in a completely closed container per Articles 128 and 128. 1. of the SPPO, and outside a container only dogs per Article 129. 3. of the SPPO, or guide and assistance dogs per Article 129. 3. of the SPPO if the passenger has paid for an entire separate compartment.
- 45. 1.** The carriage fee for the dog must be paid per the TR 10 Tariff; the dog may not be on the couchette berth, and outside the compartment the dog must be on a short leash and must be muzzled.
- 46.** Places for lying down in sleeper carriages are generally prepared from 22:00 (10:00 p.m.), and for sitting again from 8:00 (a.m.); this can occur at a different time if all passengers in the compartment agree. In couchette carriages, places for lying down are prepared according to the instructions of the couchette carriage conductor.
- 47.** The conductor of the couchette or sleeper carriage is required to wake passengers 30 minutes prior to their destination station or at a time specified by the passenger.

48. – 49. Void.

D. RESERVATIONS⁸ AND RESERVING A SEAT

50. Within the scope of a concluded transport contract, a passenger has the right to one seat reservation for each train used, provided reservations are not sold out. The prices of seat reservations are specified in the TR 10 Tariff.

51. A reservation⁹ is a payment receipt for the reservation of a seat for a specific date, train and carriage. On segments where rail replacement service is in effect, seats are not reserved.

51. 1. In the valid timetable, trains with the option to reserve seats are marked with the symbol **R**, and trains with required reservations are marked with the symbol **R**.

51. 2. Reservation carriages are indicated on the train by the number of the reservation carriage. Seats in reservation carriages are marked with numbers, and if a reservation was sold for them they may be marked as reserved with a specification of the reserved segment.

51. 3. Reservation for seats designated express reservation (“expresní rezervace”) seats are sold until the train’s departure from the station in question and therefore do not contain a specific designation of the reserved segment.

52. A reservation is valid only in combination with a valid travel document, and for the seat on the train and to the station specified thereupon.

52. 1. For compartments/trains with required seat reservations, each passenger must purchase a reservation.

52. 1. 1. If, in a compartment or on a train with required reservations, a passenger presents a reservation for multiple passengers and these passengers do not actually travel in the compartment or on the train in question, the passenger is required to pay the regular fare in the relevant carriage class including a handling surcharge per the SPPO for such unoccupied seats in the reserved segment. If the passenger refuses to do so, he or she will pay a surcharge for violating the transport terms and conditions per Article 144 of the SPPO.

53. A reservation can be purchased in advance sales up to 60 days¹⁰ prior to the planned date of departure:

- a) at the ticket counter,
- b) through the ČD e-shop and the TeleTiket service for selected trains per the Rules for Shopping in the ČD E-shop,
- c) on the train
 - on trains or in compartments with required reservations – for this train/compartment, or for another train (advance sales),
 - on other trains – only for another train (advance sales).

53. 1. The term of advance sales for reservations may be announced in advance, and the announced term may be shortened or excluded.

⁸ In the sense of the TR 10 Tariff.

⁹ Issued separately or on one document with the ticket.

¹⁰ Up to 90 days for selected international trains.

53. 2. A reservation for CZK 0 can be obtained through the ČD e-shop or the TeleTiket service together with the purchase of selected types of tickets or separately for pre-issued IN 100 and IN Business network tickets for one train and route for a selected time and date.

For non-transferable commuter tickets recorded on an In Karta card or ČD Karta card, it is possible to obtain a reservation for CZK 0 for one train and route in each direction on the selected date and time.

53. 2. 1. For compartments/trains with required seat reservations and for other selected trains, reservations may be subject to a fee per the TR 10 Tariff.

53. 3. Use of the TeleTiket service is subject to a fee per the TR 10 Tariff, which is paid only once within the scope of a single purchase, even when ordering multiple documents.

54. The sale of reservations is terminated at the time of the train's scheduled departure from the passenger's boarding station; for selected trains, it is terminated two hours prior to the train's departure from its originating station.

55. A seat reservation can be provisionally reserved¹¹ during the period of advance sales at a ticket counter only, but no later than two days prior to departure.

55. 1. Passengers will receive a confirmation of the provisional reservation or statement of a completed transaction containing the earliest date for purchasing the reservation at a ticket counter. Afterwards, the provisional reservation is cancelled.

56. A reservation for seats reserved for passengers travelling with children, passengers travelling with children – children's cinema, and passengers travelling with a pram can be purchased only by passengers who are actually travelling with children.

56. 1. A passenger with a valid reservation can transport only one child under 6 years of age free of charge on a train with required reservations or in a reservation carriage without a reservation, provided a separate seat is not required for the child.

56. 2. On trains with required reservations or in reservation carriages, passengers will pay for one reservation for a child under 6 years of age transported free of charge in a separate seat or for two children under 6 years of age transported free of charge together in one seat.

57. Passengers may purchase a reservation for places reserved for passengers with limited mobility and orientation per Article 108. 1. of the SPPO.

58. A reservation for seats reserved for passengers travelling a bicycle can be purchased only by passengers who are actually travelling with a bicycle.

59. After all other seat reservations have been sold out, seat reservations for seats reserved for passengers with children, passengers with limited mobility and orientation, passengers with bicycles, and other seats with a special designation may also be purchased by passengers who cannot demonstrate eligibility for such seats (except for seats in ladies' compartments).

¹¹ It is not possible to make a provisional reservation for a train with required reservations.

60. The prices of SC reservations and railjet Business reservations are dynamic and are determined according to the requested route (from – to), the date of the journey, the train's departure time, the train's available capacity at the moment of sale, and the sales (distribution) channel; moreover, they may not be available for the selected train at certain price levels specified in the TR 10 Tariff.

60. 1. The price can change between the moment the price is determined and the moment of the sale, because the contingent of reservations at individual price levels is subject to change. ČD does not make public the size of contingents.

61. For trains or carriages which are not incorporated into the reservation system, a group of 6 or more passengers can, at a ticket counter, order the reservation of seats in 2nd carriage class no earlier than 60 days and no later than 7 working days prior to the planned departure date. ČD reserves the right to refuse the order for seats if they cannot be secured for operational reasons.

61. 1. For securing the ordered seats, the passengers will pay the fee for reserving a space per the TR 10 Tariff; the number of reserved seats must equal the actual number of passengers.

62. Passengers are required to present a reservation or confirmation of the reserved seat to a ČD employee performing an inspection of travel documents at any time during the course of the transport contract's fulfilment.

63. A passenger loses his or her claim to a reserved seat if he or she does not occupy it within 15 minutes following the train's departure from the station specified on the reservation or confirmation of reserved seats.

64. Void.

Chapter III

Payment of Fares, Carriage Fees, Supplements and Reservations

65. Possible payment methods:

- a) At the ticket counter, payments can be made in cash in CZK or EUR, using a ČD voucher, using a ČD credit note, using an indemnification, or from an EPIK or the electronic wallet of an integrated transport system, including electronic money (EP) on a ČD Karta card issued by a partner; at selected ticket counters, payments can also be made using a payment card, including ČD gift payment cards with the option to pay the difference separately.
- b) At the ticket counter or on the train, it is possible, under announced terms and conditions, to exchange a valid voucher or voucher for transport for a ticket on credit.
- c) At a ticket vending machine, it is possible to make a payment from an EPIK, and at selected ticket vending machines also in cash in CZK or with a payment card or the electronic wallet of an integrated transport system, including electronic money (EP) on a ČD Karta card issued by a partner.
- d) On the train, it is possible to make a payment in cash in CZK; tickets issued from a POP device can be paid for in cash in EUR as well, from an EPIK, the electronic wallet of an integrated transport system, including electronic money (EP) on a ČD Karta card issued by a partner. On category SC, railjet, EC, IC, Ex, EN and other selected trains it is also possible to make a payment using a payment card.
- e) On the basis of a written order, it is possible to retrieve travel documents at a ticket counter and pay for them against an invoice issued by the ČD Claims Processing Facility (OPT). The order form is available at ticket counters and can be downloaded from www.cd.cz.
- f) Payments for eTiket documents are made using payment cards,¹² except for ČD payment gift cards and payment cards from a ČD Credit account. Moreover, the methods specified above can be combined with payment using ČD gift vouchers, vouchers for transport, discount codes and loyalty point within the ČD Points programme. The purchase of eTiket documents is further governed by the Rules for Shopping in the ČD E-shop. The purchase of TeleTiket documents is governed by the Rules for Shopping in the ČD E-shop and the Rules, Terms and Conditions of the TeleTiket Service.

65. 1. It is not possible to purchase travel documents priced in excess of CZK 10,000 on the train or from a ticket vending machine.

65. 2. When paying in cash at the ticket counter or with an authorised ČD employee on the train, the passenger is required to pay the fare using valid coins or valid bank notes in reasonable denominations¹³ commensurate with the price of the documents being paid for.

65. 2. 1. If a passenger uses a bank note with a nominal value of CZK 1,000 or greater, or EUR 50 or greater, and the ČD employee does not have change, the ČD employee may offer to issue the passenger a voucher for

¹² When using the TeleTiket service, it is necessary to provide the required payment card details to the ČD Central Customer Service operator.

¹³ Section 5(1) of Act No. 136/2011 Coll., on the circulation of bank notes and coins, as amended.

payment in cash in the amount that he or she could not pay out in change, provided that the passenger presents a piece of personal identification, or the ČD employee may refuse the payment.

65. 2. 2. 1. The voucher is valid for 30 days. During its term of validity, it can be presented at a ticket counter together with a piece of personal identification for payment in the form of a cash payout of the specified amount in CZK. After the voucher's term of validity has expired, the amount will be transferred, on the basis of a request by the passenger sent together with the original voucher, to the passenger's bank account, or sent as a postal money order to his or her address less postal charges. The passenger shall send the request and the voucher to České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC.

65. 2. 2. 1. 1. The voucher cannot be presented for payout at an SŽDC ticket sales point.

65. 3. The number of vouchers or credit notes used within a single payment is not limited. The number of indemnifications for non-fulfilment of selected standards (Article 325 of the SPPO) is limited to a maximum of 2.

65. 3. 1. If, when paying with a voucher, credit note or indemnification, its value is greater than the amount of the payment, the difference is not returned; if its value is lower, the passenger will pay the differential price in cash in CZK.

65. 3. 2. Cashless payments cannot be combined.

65. 4. A voucher for travel or loyalty points can be used to pay only for a ticket whose transport route does not differ in a circuitous journey by more than 30% from the route by the shortest distance. In the case of a fare containing 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.

65. 5. Neither a voucher nor a credit note nor an indemnification nor a credit voucher nor a voucher for transport will be accepted for payment after its term of validity has expired or if it has been modified, changed or overwritten in any way.

65. 6. The method of payment is specified in words on the travel document.

65. 7. Passengers are required to announce in advance any type of payment other than cash in CZK.

65. 8. The exchange rate and the Uniform Railway Exchange rate between CZK and EUR are published in a PTV announcement.

66. An authorised ČD employee may require that a passenger who, during the transport contract's term of fulfilment, fails to present a valid travel document for reasons on his or her side pay the fare for which he or she demonstrates eligibility from the boarding station to the destination station and a fare surcharge. If the passenger does not pay the required amount immediately, he or she is required to

demonstrate his or her identity and provide personal information to an authorised ČD employee necessary for possible collection of the amount owed.

66. 1. If the boarding station cannot be determined reliably, the passenger is required to pay the fare from the train's originating station, from a border point or a station at the contact point of multiple carriers.

67. When accepting a paid ticket or payment receipt, the passenger is required to make sure that the document was issued according to his or her request and that the correct sum of money was returned; subsequent refund claims will not be considered.

67. 1. If the document issued does not correspond to the requested or ordered information, the passenger is entitled to reject it and request that the correct document be issued.

68. When purchasing an eTiket document and when ticketing from a ticket vending machine, the passenger is responsible for using the machine correctly and for entering the correct information; ČD is not responsible for incorrectly entered information.

69. If, for reasons of a defective device, a passenger could not make a payment using an EPIK at the ticket counter or on the train, or using a payment card on the train per Article 65 d) of the SPPO, an authorised ČD employee will issue him or her a confirmation specifying the fare (differential fare), for which it conveys a claim, including a fare surcharge in the amount of CZK 1,000; the passenger does not pay the fare or differential fare on site. The passenger is required, within 14 days from the date of the journey in question, to visit a ticket counter, where he or she will pay the calculated fare, and the fare surcharge will be cancelled or changed to a handling surcharge per the SPPO.

69. 1. If the last day of this term falls on a non-working day, state holiday, other holiday or other non-working day, the last day of the term is the next subsequent working day.

69. 2. 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.

70. According to Act No. 235/2004 Coll., on value added tax, as amended, 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 or from a ČD vending machine have all the appurtenances of a simplified tax receipt, and except for cases specified in Article 70. 3. it is not possible to request that another type of tax receipt be issued.

70. 1. Documents issued from a marked type of ticket vending machine on ČD trains do not have these appurtenances; for this reason, it is possible to request that a tax receipt be issued on fakturace@opt.cd.cz. Along with the request, it is necessary to attach a scan of the ticket in question or to copy from it all the information including the transaction number.

70. 2. For documents with a price in excess of CZK 10,000, the cashier will prepare a (regular) tax receipt upon request after the Tax ID Number (DIČ, VAT Number) and the ID Number of the taxpayer for which the tax receipt should be issued has been provided. If the information per the Tax ID Number or ID Number cannot be verified in publicly accessible registers, the passenger will

receive a document containing the information and terms for the issuance of a tax receipt. The ČD e-shop enables a (regular) tax receipt to be issued in the same manner.

70.3 Travel documents paid against an invoice and travel documents issued on credit are not tax receipts (the invoice – a tax receipt issued by ČD on the basis of a written order or concluded contract – serves for tax purposes).

71. Any trading with ČD travel documents, vouchers, indemnifications or credit notes without prior authorisation on the basis of a contract with ČD is prohibited.

72. – 74. Void.

Chapter IV

Handling Surcharge, Fare Surcharge and Subsequent Demonstration of Eligibility for a Discount

75. A handling surcharge of **CZK 40** is collected with a fare or upgrade on the train if:

- a) after boarding at an attended station, except for cases per of Art 76 b) and c) of the SPPO,
- b) from a border point, except for cases per Article 76. 1. and when issuing fares for ZTP and ZTP/P cardholders.
- c) 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 travel documents,
- d) when ticketing in a different carriage of the train than that specified for passengers boarding at an unattended station per Article 76 a) of the SPPO.

75. 1. The handling surcharge is paid for issuing each document once, regardless of the number of passengers specified thereupon.

76. It is possible to purchase a ticket or fare upgrade on the train without a handling surcharge or fare surcharge:

- a) after boarding the train at an **unattended station** in specified carriages (if none are specified, then in all carriages of the train) during the first inspection and during the first upgrade to a valid pre-purchased travel document or SC reservation / railjet Business reservation, provided the passenger announces the need to pay to an authorised ČD employee no later than at the moment when called upon to present travel documents,
- b) after boarding at an **attended station**,
 - from a ticket vending machine installed in the vehicle¹⁴ on lines or trains with a self-service passenger ticketing method (specified in the valid timetable with the symbol ☉) no later than at the moment of boarding, or
 - from an authorised ČD employee for a fare upgrade to 1st carriage class, for a circuitous journey, for a journey beyond the original destination station, when issuing fares for ZTP and ZTP/P cardholders, and for substitute ticketing if the passenger could not be ticketed to the requested destination station or with the requested type of fare, provided the passenger announces the need to pay no later than at the moment when called upon to present travel documents,
- c) **always**
 - during the first inspection after transferring from a train operated by a different rail carrier upon presentation of a valid travel document of the relevant operator of the connecting train;
 - during the first ticketing after transferring from a train with a self-service ticketing method upon presentation of a ticket issued to the transfer station,

¹⁴ If inoperable or absent, then from an authorised ČD employee.

- during the first ticketing after transferring from a rail replacement service.

76. 1. The passenger pays neither a handling surcharge nor a fare surcharge on the train for the issue of a ticket for a child under 6 years of age, when paying the carriage fee for a dog, when paying the carriage fee for luggage, or when purchasing a reservation.

77. A fare surcharge of **CZK 1,000** is paid by each passenger in addition to a fare or fare upgrade if the passenger does not request its issue in the periods of time stipulated in Articles 75 and 76 of the SPPO.

77. 1. The fare surcharge will be reduced to **CZK 400** if the passenger with a charged fare or upgrade pays in cash immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose.

77. 1. 1. If the last day of this term falls on a non-working day, state holiday, other holiday or other non-working day, the last day of the term is the next subsequent working day.

77. 2. The fare surcharge in the full amount including the charged fare or fare upgrade can be paid without other fees at a ČD ticket counter from the 15th to the 60th day from the day on which the obligation to pay the owed amount arose, or transferred to the bank account specified on the confirmation together with variable symbol; here, the determinative day is the date on which the payment order is submitted.

77. 2. 1. If the last day of this term falls on a non-working day, state holiday, other holiday or other non-working day, the last day of the term is the next subsequent working day.

77. 2. 2. If the passenger pays the owed amount in full by bank transfer no later than on the 14th day, inclusive, from the day on which the obligation to pay the owed amount arose, the difference between the charged and reduced amounts of the fare surcharge will be transferred back, within 14 days from the payment date, to the account number from which the payment was made.

77. 3. If the passenger fails to pay the owed amount per Articles 77. 1. and 77. 2. of the SPPO, legal collection will proceed of the receivable specified on the confirmation, including related fees. ČD will not call upon the passenger to pay the owed amount prior to proceeding to legal collection of the receivable.

78. Information about the extent of ticketing passengers in stations is published on www.cd.cz in the “Station” section and on notice boards at stations.

79. It is possible for the authorised cardholder or his or her legal agent to demonstrate the validity of an application¹⁵ on an In Karta card or ČD Karta card subsequently up to 30 days from the date of the journey in question at any ticket counter. Upon successful verification of such validity, collection of the receivable specified on the confirmation will be halted.

79. 1. For verifying the validity of an application, the passenger will pay a fee of **CZK 50** only once, regardless of the number of confirmations which such

¹⁵ The IN 25, IN 50, IN 100 and IN Senior applications, commuter tickets, time upgrades and student discount card.

verification concerns. In the case of subsequent verification of the validity of an application for reasons of a non-functional chip on an In Karta card or ČD Karta card or a non-functional reader, the passenger does not pay this fee.

79. 2. For verification of the validity of an application, the passenger is required to present the original In Karta card or ČD Karta card to the cashier or, in the event of loss or theft, to first request that a duplicate be issued.

79. 3. If the passenger fails to verify the validity of the application during the specified period, legal collection of the receivable specified on the confirmation will proceed, including related fees.

80. It is not possible to subsequently demonstrate eligibility for the discount in the case of holders of a provisional In Karta card or users of a special fare, except for holders of a student discount application recorded onto an In Karta card or ČD Karta card.

81. – 84. Void.

Chapter V Interrupting a Journey

85. With the interruption of a journey, a ticket, receipt for the carriage fee for a dog, receipt for the carriage fee for luggage, or payment receipt ceases to be valid at the station where the journey was interrupted.

85. 1. A journey is considered to have been interrupted if a passenger:

- a) with a one-way or return document exits the train at a tariff distance of less than 100 kilometres, inclusive, (calculated separately for each direction of travel in the case of a return document), unless transferring;
- b) continues the journey with a travel document not linked to a specific train from a transfer station on a different train than the next suitable connecting train corresponding to the concluded transport contract;
- c) continues the journey with a travel document linked to a specific train from a transfer station on a different train than the specified connecting train corresponding to the concluded transport contract.

85. 2. A journey is not considered to have been interrupted if a passenger:

- a) with a one-way or return document exits the train at a station on the transport route after travelling for a tariff distance of 101 or more kilometres (calculated separately for each direction of travel in the case of a return document), even repeatedly;
- b) with a time ticket exits the train at any station on the transport route;
- c) transfers between stations included in a tariff hub specified in the TR 10 Tariff;
- d) transfers between contact stations lying on different lines specified in Article 25. 1. of the TR 10 Tariff;
- e) continues the journey from a transfer station with a travel document linked to a specific train on the next suitable connecting train corresponding to the concluded transport contract, if he or she was transported to the transfer station aboard a ČD train with a delay and as a result of such delay missed the specific connecting train.

86. It is forbidden to interrupt a journey, even if the conditions per Article 85. 2. of the SPPO have been fulfilled, when travelling on line no. 083 between the stations Dolní Žleb and Dolní Poustevna.

87. – 89. Void.

Chapter VI

Occupying Seats on the Train

90. One passenger is entitled to occupy one available seat on the train.

90. 1. The seat in which the passenger is sitting, all other seats which the passenger prevents other passengers from occupying verbally or non-verbally (e.g. by placing luggage or an article of clothing on them, or by locking a compartment, etc.), and seats for which a reservation was sold and the passenger has not lost his or her claim to occupy it in the sense of Article 63 of the SPPO are considered to be occupied.

90. 1. 1. A passenger is required to relinquish immediately an illegitimately occupied seat to a passenger who has the right to occupy it.

90. 2. Only a passenger with a travel document valid for 1st carriage class or a passenger who will purchase such a document or an upgrade to such a document from an authorised ČD employee has the right to occupy a seat in a 1st class carriage or in the railjet Business section.

90. 3. In a 1st class carriage attached extraordinarily to a train which according to the valid timetable should consist of 2nd class carriages only, a passenger with a travel document for 2nd carriage class may occupy an empty seat without a fare upgrade.

90. 4. If the capacity of seats is exhausted and the train does not have required reservations,¹⁶ the passenger may occupy at his or her own discretion an empty space for standing in an area specified for this purpose.

90. 4. 1. A passenger with a travel document for 2nd carriage class is not permitted to stand in the gangway of a 1st class carriage.

91. Carriages with reservations or reserved seats or reserved compartments with preferential designation must be marked with a corresponding symbol or label.

91. 1. A passenger without a valid reservation may occupy a seat in a reservation carriage only if this seat is not claimed by a passenger with a valid reservation. Sold reservations may be marked on selected trains.

91. 2. Seats reserved or seats in a compartment for passengers with limited mobility and orientation, for passengers with children under 10 years of age, for passengers transporting a bicycle as oversized luggage and for women travelling alone (the so-called ladies' compartment) may be occupied by other passengers only if passengers for whom they are preferentially designated do not claim them.

91. 2. 1. In a compartment reserved for passengers with children under 10 years of age, at most 3 passengers 10 years of age or older have the right to preferentially occupy seats per one accompanying child under 10 years of age.

91. 2. 2. If a seat in the ladies' compartment is occupied by a woman who does not wish to travel with men, the other empty seats may be occupied only by other women or by children under 10 years of age.

¹⁶ Except for cases per Article 94. 1. of the SPPO.

91. 2. 3. A passenger with a ZTP/P card has the right to occupy one reserved seat for his or her guide as well.

91. 3. Reserved seats marked as a quiet compartment are intended for passengers who, while in the compartment, do not make telephone calls, have their mobile telephone ringers switched off, do not have audio-visual devices on loud, and who refrain from loud conversation or other disruptive behaviour.

91. 4. A seat reserved in a sleeper or couchette carriage may only be occupied by a passenger with a valid sleeper or couchette supplement; passengers without a sleeper or couchette supplement are not permitted to be in the compartments of these carriages.

91. 5. Seats in the dining or bistro section can be occupied by passengers while consuming beverages / foods purchased there. After paying the bill, the passenger is required to leave this section.

92. In certain trains or marked carriages, inland transport of passengers may be excluded. Passengers in inland transport are not permitted to board such trains or to enter such carriages.

93. An authorised ČD employee is entitled to restrict or exclude passengers from the handling area of a luggage or service compartment.

94. If a passenger violates the transport terms on a train with required reservations by not presenting a valid reservation for that train, he or she is required to purchase a reservation from the conductor, if reservations have not been sold out, or to pay a surcharge of **CZK 1,000** per the TR 10 Tariff and will be excluded from transport at the next station.

94. 1. Exclusion from transport will be waived if the passenger pays the surcharge immediately. In such a case, the surcharge will be reduced to **CZK 250**.

94. 2. After paying the surcharge, the passenger will be permitted to occupy an empty seat on the train, but is not entitled to draw other services.

94. 3. A purchased reservation entitles the passenger to occupy the seat specified thereupon, including drawing other services. In the event that the same seat is subsequently claimed by a passenger with a valid reservation, he or she is required to relinquish it.

94. 4. The surcharge will be reduced to **CZK 400** if, after exclusion from transport, the passenger pays it at a ticket counter within 14 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger fails to pay the receivable even per Article 77. 2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

95. If a passenger violates the transport terms by boarding a train or carriage in which only international transport is permitted without a travel document for international transport, he or she will pay a surcharge of **CZK 1,000** per the TR 10 Tariff and will be excluded from transport at the next station.

95. 1. The surcharge will be reduced to **CZK 400** if the passenger pays it immediately or at a ticket counter within 14 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger fails to pay the

receivable even per Article 77. 2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

96. If a passenger violates the transport terms by relinquishing an illegitimately occupied seat to a passenger who has the right to occupy it only after being called upon to do so by an authorised ČD employee or by purchasing through the ČD e-shop a reservation with a preferential designation for which he or she cannot demonstrate eligibility,¹⁷ he or she will pay a surcharge of **CZK 1,000** per the TR 10 Tariff for each seat thus occupied.

96. 1. The surcharge will be reduced to **CZK 400** if the passenger pays it immediately or at a ticket counter within 14 days, inclusive, from the day on which the obligation to pay the owed amount arose. If the passenger fails to pay the receivable even per Article 77. 2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

97. – 99. Void.

¹⁷ But see the exception for trains with required reservations specified in Article 59 of the SPPO.

Chapter VII Extraordinary Train Stops

Permitted stopping or delaying of a train

100. It is possible to order an extraordinary stop or delay of a train at the ticket counter no earlier than 60 days prior to the requested day of the train's extraordinary stop. If operational reasons do not prevent the extraordinary stop or delay of the train, and if the stop is approved, the ordering party is required to pay a fee for the permitted stopping or delay of a train per the TR 10 Tariff. Passengers using orthopaedic wheelchairs (hereinafter "wheelchairs") are exempt from paying this fee.

100. 1. If the request cannot be granted for operational reasons, the ordering party will be informed of this.

101. In exceptional cases, a passenger on a train may address a request to an authorised ČD employee for an extraordinary stop at a station where this train does not stop according to the valid timetable. If operational reasons do not prevent such an extraordinary stop, the passenger is required to pay the fee for permitted stopping or delay of a train per the TR 10 Tariff in advance to an authorised ČD employee.

Train stops for operational reasons

102. If a train stops extraordinarily at a station where it does not stop per the valid timetable, passengers may exit and board the train only if this stop replaces another (cancelled, delayed) train. In other cases and for stops not at stations, passengers may exit and board the train only with permission from an authorised ČD employee, and are required to follow instructions to ensure their safety and the flow of rail traffic.

Unauthorised stopping or delaying of a train

103. When a passenger violates the transport terms by causing an extraordinary stop or delay of a train, for which permission was not granted by ČD in advance, each passenger who caused or engineered the delay will pay a **surcharge of CZK 1,000** per the TR 10 Tariff.

103. 1. For the delay of all the passenger transport trains that were delayed as a result of the unauthorised stop or delay of the train, all individuals who participated in the event will pay compensation jointly and severally in accordance with the provision of Sections 2915 through 2919 of Act No. 89/2012 Coll., Civil Code. The passengers will receive a confirmation of payment of the surcharge on a common document. The amounts of compensation are specified in the TR 10 Tariff.

103. 1. 1. In calculating compensation for the delay, of determinative importance is information from the time when the event occurred according to information from the ČD dispatcher.

104. In exercising ČD's claim to compensation for damages against persons who caused the delay of the train and did not have a concluded transport contract with ČD, the process will be per Sections 2894 through 2913 of Act No. 89/2012 Coll., Civil Code. From the person that caused the damages, ČD will exact the actual

damages and lost profits including compensation paid out to passengers for non-compliance with the transport contract.

105. – 107. Void.

Chapter VIII

Transporting Persons with a Health Disability and with Limited Mobility and Orientation

108. Persons with a health disability and with limited mobility and orientation have a right to use ČD services in a way comparable to that enjoyed by other citizens under the terms and conditions specified in the SPPO.

108. 1. Such persons are understood as any person with a permanent or temporary physical, mental or sensory disability which, in combination with various obstacles can prevent them from fully and efficiently utilising transport on an equal basis with other passengers, or whose movement while utilising transport is limited as a result of age. This category does not include persons who are obviously under the influence of alcohol or other addictive substances.

108. 2. The transport of persons with a health disability, persons with limited mobility and orientation, and persons requiring the permanent assistance or permanent supervision of another person, is possible only if accompanied by a physically and mentally mature and proficient guide, who is himself or herself able to provide all help relating to the passenger's transport, and who will be with the passenger for the duration of the transport. The passenger is completely responsible for the choice of guide.

109. It is not necessary to order transport for persons with a health disability and persons with limited mobility and orientation which does not require any assistance from ČD employees for boarding, disembarking and transferring between trains.

110. If in ČD carriages there are seats reserved and marked for persons with a health disability and persons with limited mobility and orientation, such passengers have a preferential right to occupy these seats. If needed, it may be necessary to demonstrate eligibility to occupy such seats with relevant identification.

111. More information on stations, their technical equipment and accessibility enabling passengers using a wheelchair to board, disembark and transfer between trains, making it possible to transport passengers using wheelchairs, is published in the electronic timetable on www.cd.cz in in the Můj vlak ("My Train") application for smartphones.

Upon request, it will be provided by ČD employees at railway stations or at ČD Central Customer Service, tel. +420 221 111 122.

112. At unattended stations, passengers are informed on noticeboards of how they can order transport or request assistance with boarding, disembarking and transferring between trains. This information is also available on www.cd.cz and at ČD Central Customer Service, tel. +420 221 111 122.

Ordering assistance

113. Within the scope of assistance for passengers with limited mobility and orientation, ČD will arrange help by an authorised and trained ČD employee with ticketing, accompaniment at the station, boarding and disembarking from the train, cableway, bus or rail replacement transport means.

113. 1. The passenger is required to request assistance no later than 24 hours prior to the train's departure from the passenger's boarding station using the form on www.cd.cz, at ČD Central Customer Service on tel. +420 221 111 122, or at any ticket counter.

113. 2. The period of advance notice for making the request also applies to assistance and the use of a mobile platform lift at stations and a carriage platform lift in a carriage regularly included in the train.

113. 3. Within the scope of approved assistance services, it is not possible to request the provision of supplementary services, e.g. help with luggage, the supervision of children, etc. ČD does not guarantee these services over and above assistance services. If, however, the current situation permits the provision of adequate help, this can be provided on the part of ČD in a reasonable extent.

Passengers using wheelchairs¹⁸

114. The passenger is required to present himself or herself for transport only with a wheelchair that is equipped with a functional brake. The wheelchair must be safely secured with the brake even when riding on the platform lift and during the transport itself.

114. 1. Responsibility for the use of the wheelchair is borne completely by the passenger or his or her guide, as the case may be.

115. For transport on ČD trains, passengers using wheelchairs can make use of:

- a) carriages adapted for transporting passengers using wheelchairs,
- b) carriages allowing safe boarding, disembarking and transferring between trains,
- c) service carriages (not meeting transport standards).

Ordering transport without requesting the inclusion of a carriage

116. Passengers requesting the use of a carriage platform lift on trains in which a carriage with such a lift is normally included are required to do so using the form on www.cd.cz, at ČD Central Customer Service, tel. +420 221 111 122, or at any ticket counter no later than 24 hours prior to the train's scheduled departure from its originating station or the border-crossing station. The operation of the platform lift for boarding, disembarking and transferring is performed exclusively by ČD employees.

117. Information about trains which include carriages with a carriage platform lift is published in the valid railway timetable, including the electronic timetable, on www.cd.cz and in the Můj vlak ("My Train") application for smartphones. Upon request, it will be provided by ČD employees at railway stations or at ČD Central Customer Service, tel. +420 221 111 122.

Ordering transport requesting the inclusion of a carriage

118. A request for inclusion of a carriage with a platform lift or a carriage suitable for transporting passengers using wheelchairs on a ČD train in which such a carriage is

¹⁸ The dimensions of the wheelchair must be in compliance with maximum values specified in the binding regulation of the European Union on TSI PRM, annex M.

not normally included, or a request to exchange it for a carriage with a platform lift, can be made using the form on www.cd.cz, at ČD Central Customer Service, tel. +420 221 111 122 or at any ticket counter, no earlier than two months and no later than 48 hours prior to the planned train's departure from its originating station or from a border-crossing point.

Ordering transport in a carriage not meeting transport standards

119. Passengers may order transport for a passenger using a wheelchair on a train which includes a carriage not meeting the standards for transporting passengers using wheelchairs (a service carriage) using the form on www.cd.cz, at ČD Central Customer Service, or at any ticket counter.

119. 1. Transport can be realised only upon the passenger's express consent to the fact that the carriage does not meet standards for transporting passengers using wheelchairs.

119. 2. The period of advance notice for placing the order depends on whether it is necessary to include a separate carriage or not (Article 116 or 118 of the SPPO).

Order requirements

120. It is necessary to provide the following information in the order form: *name, surname and address of the passenger, date of departure and train number (possibly also an alternative date), method of communication for processing the order (telephone or other contact information), possibly also a telephone contact for the period of the actual transport, for transport of a passenger using a wheelchair also the type of wheelchair.*

121. By accepting an order, ČD undertakes to assess it; the acceptance of an order does not establish a right to transport on the selected train. ČD will notify the applicant of the decision to allow the transport or an alternative method of transport (e.g. on a different connection), or of the refusal of transport, within 5 days of receiving the order or no later than 2 days prior to the planned departure.

122. No later than 30 minutes prior to the train's departure from the passenger's boarding station, the passenger is required to announce his or her presence at the workstation or to a ČD employee according to the instructions provided to the passenger with the decision to allow transport.

123. If a passenger is unable to commence an already ordered journey, he or she is required to inform the place where the order was made or the place from where the order's realisation was confirmed of the transport's cancellation immediately.

124. ČD does not charge any fees for securing transport and providing assistance in boarding, disembarking and transferring between trains to persons with a health disability and persons with limited mobility and orientation.

125. ČD may refuse to transport a passenger using a wheelchair or to provide a requested assistance service (in this case the issue of travel and reservation documents is also understood) only if:

- a) it is not possible to provide this service on the selected train or connection and it is not technically possible to include a carriage allowing for the transport of passengers using a wheelchair in such a train or connection;
- b) the capacity of spaces for transporting passengers using a wheelchair has already been exhausted on the requested connection, and the capacity cannot be increased;
- c) the technical equipment and accessibility of a selected boarding, disembarking or transfer station makes it impossible for passengers using a wheelchair to access the platform or to board, disembark, or transfer between trains;
- d) 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 of himself/herself and the wheelchair;
- e) the passenger using a wheelchair did not comply with the prescribed term for announcing transport, and securing it, which cannot be properly prepared in advance and would cause the train to be delayed, or failed to report by the prescribed deadline per Article 122 of the SPPO;
- f) if there is an exceptional operational change of employee, and the employee is not trained and competent to load/unload despite an approved order; in such a case, however, ČD will offer an alternative solution;
- g) the passenger made his or her request in multiple variants without specifying their priority.

125. 1. ČD is required, upon request, to inform a passenger using a wheelchair or the requester of an assistance service in writing of the reasons for refusal of transport within 5 working days from the date of refusal of transport, and to suggest to the passenger an alternative solution.

125. 2. If a passenger fails to meet the deadline for ordering transport and arrives for the train's departure, or if in the case of approved transport fails to report by the set deadline or does not announce his or her transport at all, ČD will secure his or her transport forthwith only if loading him or her onto the requested train does not cause a delay that could result in sanctions and if possible in view of technical and capacity considerations. Otherwise, the passenger will be recommended another subsequent suitable connection for which transport can be realised.

126. Void.

Chapter IX

Transporting Live Animals Accompanied by the Passenger

127. Passengers are responsible for ensuring that accompanying live animals on the train do not soil other passengers or ČD employees, do not cause damage to the property of passengers or of ČD, do not present a threat to the health of persons and do not disturb other passengers during transport.

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

128. 1. For such transport, provisions concerning the transport of hand luggage apply, or concerning oversized luggage, depending on the size of the container.

129. When transporting live animals, only a dog can be transported in a carriage and not in a completely closed container; dogs must be muzzled and kept on a short leash. For the transport of a dog in this manner, the passenger will pay a carriage fee per the TR 10 Tariff.



129. 1. A dog can only be transported in 2nd class carriages and may not be transported on a seat or table, even with a liner.

129. 2. The transport of dogs outside of a closed container is excluded in 1st class carriages, in restaurant and bistro carriages, in carriages (compartments) reserved for the transport of passengers travelling with children under 10 years of age, and in designated quiet compartments, and is restricted in sleeper and couchette carriages according to terms and conditions specified in Article 45 of the SPPO.

129. 3. Guide dogs for blind passengers, assistance dogs and police dogs performing tasks per Act No. 273/2008 Coll., on the Police of the Czech Republic, as amended, may be transported on a train without a muzzle, in 1st class carriages, in sleeper carriages, in restaurant and bistro carriages, in carriages (compartments) reserved for passengers travelling with children under 10 years of age, and in designated quiet compartments. The transport of these dogs cannot be refused, nor can they be excluded from transport.

Chapter X Mutual Relationships between ČD and Passengers

130. In the interest of the culture of travelling and for safety reasons, ČD ensures:

- a) order, cleanliness and calm on the train, on selected trains with the help of civilian security agencies, camera systems or announced quiet compartments () , compartments reserved for passengers with children (**D**) or women travelling alone () , or “security zones” marked with an appropriate symbol or label,
- b) order, cleanliness and calm on ČD premises and in selected stations, possible with the help of civilian security agencies and camera systems,
- c) bonus and premium services (e.g. small refreshments, beverages, newspapers, etc.) on selected trains and in ČD Lounge waiting areas intended exclusively for passengers with a paid fare or fare upgrade or reservation per the TR 10 Tariff.

131. In the interest of keeping passengers informed, ČD ensures the publication of:

- a) guaranteed services on trains in the valid timetable,
- b) the current wording of the SPPO, of the TR 10 Tariff and of the TR 14 Tariff on www.cd.cz,
- c) bans and restrictions on the transport of luggage on www.cd.cz and on notice boards at railway stations,
- d) transport and tariff information on www.cd.cz, and through ČD Central Customer Service, tel. +420 221 111 122; after the train has stopped at unattended stations, it is possible to ascertain the price of the fare from an authorised ČD employee prior to boarding the train.
- e) extraordinary events in transport and closures on rail transport routes on www.cd.cz and on notice boards at railway stations.

132. In the interest of customer care, ČD provides information about:

- a) the location of selected trains on www.cd.cz or through mobile operators with the help of short text messages,
- b) the name of the station, the train’s route, transfers, through carriages, connections, etc. using audio-visual devices or information communicated by a ČD employee,¹⁹ or on selected trains with the help of informational leaflets,
- c) opportunities to purchase travel and transport documents, reservations and supplements at the nearest open ticket counter, on the internet (eTiket), by telephone (TeleTiket) or at the nearest contractual vendor at a station without an open ČD ticket counter,
- d) opportunities to order transport for passengers using a wheelchair or requiring assistance in boarding, disembarking and transferring between trains,
- e) timetables for trains of other rail carriers and timetables for connecting buses, if this information is technically available.

133. During a disruption of regular rail passenger transport, the passenger has the right to:

¹⁹ On international trains in addition to Czech also in English; for trains travelling to / from German-speaking countries, German may be supplemented as well.

- a) notification of a train delay greater than 5 minutes or of a train omission, displayed on a visual information device if such a device is installed at the railway station,¹⁹
- b) notification of a train delay greater than 10 minutes or of a train omission, on the station loudspeaker system if such a system is installed, or notification by a different means,²⁰
- c) notification of the reasons for a delay or omission of a train (except for cases where such notification could provoke unrest or panic),¹⁹
- d) provision of information on all extraordinary events and irregularities connected with transport, and suggestions for resolving the situation,
- e) the issuing of confirmations on train delays or omissions.

133. 1. The announced length of a train delay may change; it is recommended that passengers remain on the station premises and wait for further information.

134. In the interest of easier orientation for passengers and their ticketing, ČD:

- a) labels ticket issue points,
- b) marks streamlined access to individual ticket counters with a privacy zone at selected railway stations,
- c) indicates authorised ČD employees with identification badges,
- d) marks reserved seats on selected trains,
- e) labels through carriages or groups of through carriages with signboards, if a train is composed of multiple parts,
- f) makes announcements using the station and train loudspeakers,²¹ which can also be used to send urgent private messages free of charge or commercial messages subject to a fee on the basis of a concluded contract between ČD and a second contracting party, if technically possible,
- g) streamlines the boarding of trains in announced cases.

135. Passengers in public rail passenger transport are required:

- a) to exercise elevated care appropriate for the character of railway, road or other transport, and the operation of a cableway,
- b) to conduct themselves in the interest of the safety and flow of passenger transport, the safety of passengers and ČD employees, and the culture of travelling in respect of the other passengers, and in compliance with instructions given by an authorised ČD employee, the corresponding symbols or placards, or instructions given by an employee of a civil security agency in the service of ČD,
- c) to obey verbal or acoustic orders to finish disembarking and boarding given by the conductor or driver of the train in question verbally, by means of an announcement on the information system in the vehicle, with a hand whistle or locomotive whistle – after the order is made, it is forbidden to board or disembark from the train,
- d) to comply with all measures announced by ČD to streamline boarding of the train, disembarking from the train or access to the train,
- e) to leave the track area immediately after disembarking from the train at railway stations without island platforms.

136. Passengers in public railway passenger transport are responsible for:

²⁰ Provided by the transport route operator on the basis of a contractual relationship with ČD.

²¹ Provided by the transport route operator on the basis of a contractual relationship with ČD.

- a) 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; this person is responsible in particular for preventing the children's unaccompanied movement on the train outside of the compartment,
- b) arriving for ticketing with sufficient time so that all necessary documents can be issued by the time of the train's departure, in particular in view of possibly elevated passenger numbers,
- c) timely and safe boarding at the boarding station onto the correct train of the rail carrier for which he or she holds a valid travel document; for boarding the correct part (through carriage or designated carriage in the case of streamlined boarding) of the train, for transferring at the transfer station and for disembarking from the train at the destination station (or at the station before it if the train does not stop there) on time, at the specified locations and on the correct side; for ease of orientation, passengers may make use of options that ČD offers,
- d) for making a timely and visible signal to stop the train (e.g. by raising one's hand) if the passenger wishes to board a train stopping only upon request per the valid timetable at the passenger's boarding station,
- e) for informing an authorised ČD employee in a timely manner that they would like to exit a train stopping only upon request per the valid timetable at their disembarking station; passengers inform a CD employee in person in response to a question about a stop or by using a signalling mechanism after being called upon to do so – the signalling mechanism will subsequently confirm that the train will stop.

137. – 139. Void.

Chapter XI

Violation of Transport Terms and Exclusion of a Passenger

140. The transport terms are considered to have been violated if a passenger:

- a) does not have a purchased ticket after boarding a train at an attended station,
- b) cannot, during the transport contract's term of fulfilment, present a valid ticket or discount card and refuses to or cannot pay a fare, fare upgrade or surcharge immediately.

140. 1. In such cases, the passenger will pay a surcharge per Articles 75 or 77 of the SPPO.

141. It is considered a violation of the transport terms if a passenger boards a train or carriage in which inland transport is excluded without a travel document for international transport.

141. 1. In such a case, the passenger will pay a surcharge per Article 95 of the SPPO.

142. It is considered a violation of the transport terms if a passenger boards a required reservation train or compartment without a reservation.

142. 1. The passenger is required to purchase a reservation from an authorised ČD employee no later than at the moment when he or she is called upon to present travel documents, unless reservations have been sold out.

142. 2. If reservations have been sold out, the passenger will pay a surcharge per Article 94 of the SPPO.

143. It is considered a violation of the transport terms if a passenger causes an unauthorised delay of a train.

143. 1. In such a case, the passenger will pay a surcharge and compensation for the delay per Article 103 of the SPPO.

144. The transport terms are considered to have been violated if a passenger:

- a) speaks while the vehicle is in motion to the person driving the vehicle,
- b) opens, while the vehicle is in motion, the side doors of the carriage, the first or last end doors of the train, locked doors between carriages or removes barriers intended to prevent falling out (even while the train is at the station), exits or boards while the vehicle is in motion, or leans out of a carriage,
- c) unlocks or locks the doors of a carriage or compartment, or other lockable spaces of a carriage with an object that is not part of the carriage,
- d) impedes the train's departure by blocking centrally closing doors,
- e) impedes the use of ČD operational equipment, or the flow of disembarking, boarding or passage through a carriage,
- f) groundlessly applies the emergency brake or signalling equipment in the carriage,
- g) boards a carriage which is not intended for transporting passengers or has been declared to be occupied or closed,
- h) enters the track area before the train comes to a halt,
- i) boards /disembarks on the incorrect side of the train (platform),
- j) boards or disembarks from a train which has come to a halt extraordinarily at the station and ČD has not permitted boarding or disembarking,
- k) throws objects out of the train or allows objects to protrude from the carriage,

- l) remains in a carriage marked as a “special carriage”,
- m) remains on a train in premises intended exclusively for authorised ČD employees,
- n) uses sports equipment (rollerblades, skateboard, bicycle, kick scooter, etc.) when boarding the train, while on the train, when disembarking from the train, or when moving through ČD premises,
- o) violates the ban on smoking on ČD premises or on the train,
- p) refuses to place a small animal transported on the train into a completely closed container, or refuses to or cannot pay the carriage fee for a dog that is not transported in a completely closed container,
- q) fails to ensure that, while on ČD premises or on a train, a dog that is not in a completely closed container is muzzled and held on a short leash,
- r) stores in the luggage storage during transport 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 luggage,
- s) boards a train requiring reservations of spaces for bicycles with a bicycle but without a valid reservation for a bicycle,
- t) relinquishes an illegitimately occupied seat to another passenger only after being called upon to do so by an authorised ČD employee,
- u) presents, in a compartment or on a train with required reservations, more reservations than the actual number of passengers,
- v) violates common social conventions and manners by behaving loudly, playing loud music or singing loudly, using loud audio-visual equipment, or despite a warning by disturbing other passengers in an unsuitable manner, or violates the terms and conditions for being in the quiet section per Article 91. 4. SPPO,
- w) soils other passengers, ČD employees, or soils or damages ČD equipment.

144. 1. In such cases, the passenger will pay a surcharge of **CZK 1,000**, that will be reduced to **CZK 400** if paid immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose. If the passenger does not present himself or herself to pay the receivable even per Article 77. 2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

144. 2. In certain cases, according to the character of the violation of transport terms, the passenger is required to pay additional compensations and fees in addition to the surcharge, e.g. for damage or destruction of ČD equipment, etc.

144. 4. In cases stipulated by public health authorities, ČD has the right to demand from the passenger compensation for expenses incurred and damages in the event of required decontamination for a violation of Act No. 258/2000 Coll., on protection of public health and on a change 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 hygienic requirements for the operation of health care facilities and social care institutions.

145. For each surcharge or other fee paid by the passenger, an authorised ČD employee will issue a payment receipt.

145. 1. If the passenger cannot pay or refuses to pay the surcharge for violating the transport terms immediately, he or she is required to demonstrate his or her

identity and provide personal information to an authorised ČD employee for drafting a confirmation of ČD's receivable vis-à-vis the passenger.

146. An authorised ČD employee will exclude from transport at the next station a passenger who:

- a) violates the transport terms per Articles 140 – 144 of the SPPO and refuses to pay immediately or cannot pay immediately a fare, fare upgrade, fare surcharge or surcharge for violating the transport terms,
- b) 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 service, or the passenger refuses to transport it using these services,
- c) despite being informed or even previously paying a surcharge for violating the transport terms, 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 in accordance with the SPPO,
- d) boarded the train obviously under the influence of alcohol or other addictive substances and endangers his or her own safety or that of ČD employees or other passengers,
- e) endangers or could endanger the safety and flow of rail traffic or the public order, evokes public outrage or disgust among the other passengers, or endangers passengers or ČD employees.

146. 1. Upon being informed of exclusion from transport, the passenger is required to demonstrate his or her identity and provide personal information to an authorised ČD employee necessary for collecting the fare and surcharges for violating the transport terms and for collecting any damages.

146. 1. 1. If the passenger refuses to or cannot demonstrate his or her identity with personal identification, assistance will be requested from the Police of the Czech Republic,²² as the passenger's actions constitute the factual basis of an infraction.²³

146. 2. A passenger's health and safety must not be endangered by his or her exclusion from transport, nor may the safety of rail transport be endangered.

146. 2. 1. An unaccompanied child under 15 years of age can be excluded from transport only by being handed over to a summoned officer of the Police of the Czech Republic or to an authorised ČD employee at the next attended station.

146. 3. The station at which the passenger was justifiably excluded from transport is considered his or her destination station. If the passenger remains on the train after departure from this station or boards it again, this station is considered the new boarding station.

147. The demonstration of personal information in the cases stipulated in the SPPO is not in conflict with Act No. 101/2000 Coll., on the protection of personal information and on changes to certain laws, as amended, because it does not entail the

²² See Section 37(5d) of Act No. 266/1994 Coll., on railways.

²³ See Section 37(8) of Act No. 266/1994 Coll., on railways.

collection of data for purposes of processing and compilation, but merely for the purpose of securing a right.²⁴

148. – 149. Void.

²⁴ See Section 5(1d and f) of Act No. 101/2000 Coll., as amended.

Chapter XII

Terms and Conditions for Entering ČD Premises

150. ČD premises²⁵ are inaccessible to the public with the exception of premises intended for the public, which are premises:

- a) accessible without limitation (e.g. ticketing areas in front of ticket counters, information centres, etc.) for purchasing travel documents, obtaining transport information, etc.,
- b) premises accessible only with a valid travel document.²⁶

150. 1. ČD premises intended for the public must be duly marked in the station and passengers and other persons are required to comply with certain rules published on a notice board marked “Závazný pokyn” (“Binding instruction”).

150. 2. Persons or passengers, even with a valid ČD ticket, are not permitted to enter ČD premises intended for the public:

- a) if they are obviously under the influence of alcohol or other addictive substance,
- b) if they could endanger the safety and fluidity of rail transport, public order, or if they could cause damage to themselves or others,
- c) if they evoke public umbrage or aversion, or endanger with illness other persons, passengers and ČD employees,
- d) if they are begging.

150. 3. If a person or passenger with a dog is on ČD premises intended for the public, the dog must be muzzled and kept on a short leash, or must be in a completely closed container. This provision does not apply to guide dogs for blind persons, assistance dogs and police dogs performing tasks per Act No. 273/2008 Coll., on the Police of the Czech Republic, as amended.

150. 4. Neither passengers nor other persons may leave their luggage unattended; luggage left unattended can be immediately removed if there is suspicion that it contains an explosive device or materials dangerous to human health.

150. 5. ČD premises intended for the public at the station may be closed at times during which no ČD trains are arriving or departing, while safe access to trains arriving or departing at times when these premises are closed must be ensured.

150. 5. 1. Persons and passengers are required to leave these premises before they are closed, even if they hold a valid ČD ticket.

150. 5. 1. 1. If such a person or passenger does not leave these premises after being called upon to do so, he or she will pay a surcharge of **CZK 1,000** and will be required to leave them immediately thereafter. The surcharge will be reduced to **CZK 400** if the person or passenger pays immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose. If the passenger fails to pay the receivable even per Article 77.

²⁵ See the Explanation of Terms.

²⁶ The ticket entitles the bearer to enter only those stations lying on the transport route.

2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

150. 6. ČD premises may be monitored by a video surveillance system.

151. ČD premises intended for the public accessible only with a valid travel document for ČD connections, but no earlier than 2 hours prior to the beginning of the term of validity of the travel document in question are:

- ČD waiting areas,
- ČD Lounge waiting areas,
- possibly also other premises where ČD Services are provided.

151. 1. Passengers may bring the following items into ČD waiting areas: hand luggage, a pram or stroller for an accompanying child, and live animals accompanying the passenger during transport.

151. 2. ČD Lounge waiting areas are accessible to passengers with a valid travel document for 1st carriage class, passengers with a valid travel document for 2nd carriage class and a reservation for a higher-quality fast (Rx) train or higher-quality train, passengers with a sleeper or couchette supplement, passengers with the IN 100 application,²⁷ passengers with children under 10 years of age, pregnant passengers and passengers with a valid ZTP or ZTP/P card.

151. 3. Passengers with a valid travel document per Article 151. 2. of the SPPO may bring the following items into ČD Lounge waiting areas: hand luggage, a pram or stroller for an accompanying child, and live animals accompanying the passenger during transport in a completely closed container only. This provision does not apply to guide dogs for blind persons, assistance dogs or police service dogs performing tasks per Act No. 273/2008 Coll., on the Police of the Czech Republic, as amended.

151. 4. A person on the above-mentioned station premises intended for the public but accessible only with a valid travel document who, during an inspection, is unable to present a valid ticket, is required to purchase a ticket for the planned journey from an authorised ČD employee.

151. 4. 1. In the event that he or she does not purchase a ticket, he or she will pay a surcharge of **CZK 1,000** for violating the transport terms and will be required to leave the premises immediately. The surcharge will be reduced to **CZK 400** if the person or passenger pays immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose. If the passenger fails to pay the receivable even per Article 77. 2. of the SPPO, legal collection will proceed per Article 77. 3. of the SPPO.

152. In the case of a locked WC operated by ČD, a key may be lent to the person or passenger upon payment of a fee or free of charge per the TR 10 Tariff at the ticket counter.

153. On ČD premises intended for the public and on ČD trains, it is forbidden, without ČD's prior written permission, to perform activities not related to mass passenger transport and provision of services connected with transporting the public, even with

²⁷ Passengers with the IN 100 application on a VIK or OIK shall present for inspection the application's term of validity displayed on their own portable electronic device (User profile section).

a valid travel document. In particular, it is forbidden to engage in business activity or enter such premises for this purpose, to perform political agitation, to place or distribute leaflets or to hold demonstrations.

153. 1. For violations of this ban, the person or passenger will be expelled from ČD premises or excluded from transport at the next train station. For repeated violations of this ban, assistance will be requested from the Police of the Czech Republic.

154. – 164. Void.

Chapter XIII Smoking

165. Smoking or the use of electronic cigarettes including heated tobacco products is forbidden:

- a) on indoor ČD premises, such as ticketing halls, waiting areas, etc.,
- b) on ČD platforms or in covered ČD waiting areas,
- c) under a roofing in the forecourt of ČD premises,
- d) on all ČD trains, rail replacement services, buses and cableways.

166. Violation of the ban on smoking is considered to be a violation of the transport terms per Article 144 o) of the SPPO.

166. 1. If a passenger violates the ban repeatedly, an authorised ČD employee is entitled to impose the surcharge repeatedly and eject him or her from premises where smoking is forbidden or exclude him or her from transport if the ban on smoking was violated on a ČD train.

167. If a passenger violates the ban even after being called upon not to do so repeatedly by an authorised ČD employee, or if the ban on smoking is violated by a person who does not have a concluded transport contract, ČD is entitled to request that the municipal police or the Police of the Czech Republic intervene to enforce the ban.²⁸

168. – 169. Void.

²⁸ Per Section 9(2) of Act No. 65/2017 Coll., on the protection of health from the dangerous effects of addictive substances, as amended.

Chapter XIV

Left Luggage and Storage Lockers

170. In selected stations, ČD provides a left luggage storage service or storage lockers.

170. 1. The terms and conditions under which ČD operates the left luggage storage service or rents storage lockers, as well as the schedule of left luggage storage prices and storage locker rental fees, are posted on notice boards in the place where the service is provided.

171. – 174. Void.

Chapter XV

ČD Bicycle Rental Facilities

175. At selected stations ČD operates bicycle rental facilities. The rental agreement is concluded after verification of personal information with the renter's personal identification and payment of a deposit for the rented bicycle.

175. 1. More detailed terms, rental rates and deposits are published at railway stations where the service is provided and on www.cd.cz/cdbike. The rental fee includes possible transport of the bicycle as oversized luggage or in the luggage storage during transport service on announced ČD trains and line segments.

176. – 179. Void.

Chapter XVI Lost Items

180. If a passenger has lost or forgotten an item on ČD premises or on a ČD train, he or she can search for this item in the “National Database of Lost and Found Items” on www.eztraty.cz, where a record is made of all found items and their takeover by passengers or handover to the relevant municipal authority or city hall. He or she can also request that a search for this item be declared; the request can be made to a conductor on the train where the loss occurred, at a ticket counter in a railway station or by telephone at ČD Central Customer Service, tel. +420 221 111 122.

181. The conductor of the train where the announced loss occurred will hand over any found item to the passenger upon presentation of personal identification and upon describing the determinative traits of the lost item or its contents.

181. 1. The passenger will confirm takeover of the item with his or her signature on the relevant form.

182. If a passenger makes a request at a ticket counter in a railway station or by telephone at ČD Central Customer Service, tel. +420 221 111 122, the search for the lost item will be declared immediately after obtaining notification from the passenger.

182. 1. If the lost item is found, it will be released to the passenger only upon establishing the passenger’s identity or handed over to a person authorised to take possession of the item after describing its determinative traits, the time and place of the loss and the circumstances under which the item was lost, upon payment of the fee for releasing a lost item to an authorised person per the TR 10 Tariff.

182. 1. 1. If the authorised person entrusts a third party to take possession of the found item, this entrusted person must hand over an officially certified power-of-attorney issued by the authorised person, and establish his or her identity with personal identification.

182. 2. The passenger (entrusted person) will confirm taking possession of the item by signing the relevant document at the agreed station, or, at the request of the owner of the lost item, it will be sent to a provided address by post on a cash-on-delivery basis.

183. 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.

184. Void.

PART THREE LUGGAGE

Chapter I General Provisions

185. Luggage can be transported on ČD trains as hand luggage, oversized luggage or using the luggage storage during transport service, and the form of transport on trains where it is possible to use multiple types of luggage transport is fully in the competence of the passenger. Shipment of passenger luggage is not performed on ČD trains.

186. 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 damage to their property, or items that could be suspected of being an explosive device, or bulky items; these include in particular items which could cause infection, items that cannot be placed in the carriage in the space intended for placing luggage, items weighing more than 50 kg unless stated otherwise below, loaded weapons, explosive, poisonous, radioactive, volatile or caustic items, as well as items evoking disgust.

186. 1. Violation of the ban is considered to be a violation of the transport terms per Article 144 r) of the SPPO.

187. On ČD trains a passenger may transport luggage containing a portable steel tank of liquid household heating gas with total contents of at most 10 kg, a securely sealed container of heating oil with total contents of at most 20 l, a completely empty container for motor vehicle fuel, or a battery filled with electrolyte secured against short circuits and with secured degassing apertures.

188. The transport of luggage can be restricted for technical reasons and is possible only until the spare capacity of space intended for such transport on the train, carriage or rail replacement service is exhausted.

188. 1. The decision on placement of luggage on the train or in a carriage, or the refusal to transport luggage for reasons of exhausted capacity or for technical reasons, rests solely with an authorised ČD employee on the train.

189. If ČD restricts or stops the transport of luggage for reasons of restricted or halted railway transport in a specific segment or to specified stations, it will inform passengers of this on www.cd.cz and on notice boards at railway stations.

190. Payment receipts for luggage are valid only on ČD trains.

191. For a group of 6 or more passengers per terms and conditions specified in the TR 10 Tariff, it is possible to guarantee spaces for bicycles only if transport is ordered by means of the form on www.cd.cz/skupiny, at a ticket counter or at ČD Central Customer Service on tel. +420 221 111 122 no earlier than 60 days and no later than 72 hours prior to the train's departure from the passengers' boarding station. After the order's approval, it is necessary on the basis of the allocated transaction code to pay the price for the transport of passengers and luggage at any ticket counter or in the ČD e-shop by the set deadline or no later than 48 hours prior to the train's departure from the passengers' boarding station. Otherwise, the order is forfeited.

191. 1. As part of their order, groups of 6 or more passengers will receive a free reservation of a space for a bicycle until the train's capacity is exhausted in regularly included carriages. If a supplementary carriage for the transport of bicycles is included, it is necessary to pay the fee for reserving a space per the TR 10 Tariff.

192. Passengers can order the reservation of spaces for bicycles on trains or in carriages that are not included in the reservation system at the ticket counter no earlier than 60 days and no later than 7 days prior to the planned departure date. ČD reserves the right to refuse the order for seats if they cannot be secured for operational reasons.

192. 1. For securing the ordered places, the passenger will pay the fee for the reservation per the TR 10 Tariff; the number of reserved spaces must equal the actual number of bicycles.

193. – 194. Void.

Chapter II Hand Luggage

195. Passengers with a valid ticket may take with them into the carriage free of charge as hand luggage easily portable items:

- a) that can be placed on their lap or above or below the seat which they occupy,
- b) that do not exceed 900 x 600 x 400 mm,²⁹
- c) a small kick scooter,³⁰ sports equipment bag,³¹ snowboard, sled, sleigh, pair of skis with poles.

195. 1. If hand luggage cannot be placed above or below the seat which the passenger has occupied, it should be placed – after agreement with other passengers – in such a way so as not to disturb them, or, in certain types of carriages, in places intended for this purpose.

195. 1. 1. It is not permitted to place luggage on the seats or in the carriage's WC or washroom facilities.

196. For the duration of the transport, passengers are responsible for attending to their hand luggage, for ensuring its safe handling and for possible damages arising from transporting the hand luggage.

197. 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.

198. – 199. Void.

²⁹ Within an Integrated Transport System, in other means of integrated carriers, dimensions per the price assessment of the Ministry of Finance of the Czech Republic apply.

³⁰ A folding or children's kick scooter with smaller wheels than on a bicycle, at most 12-inch.


³¹ E.g. a golf bag, floorball bag, etc.

Chapter III Oversized Luggage

200. Passengers with a valid ticket may take with them into the carriage as oversized luggage easily portable items that cannot be transported as hand luggage, and:




- a) which by their nature enable placement in a specially determined place in the carriage in the area for passengers,
- b) which exceed one of the dimensions 900 x 600 x 400 mm,
- c) baby prams or strollers, children's carts (e.g. the CROOZER type), bicycles,³² tricycles and larger kick scooters³³ which cannot be transported as hand luggage.


200. 1. One passenger can transport as oversized luggage only one of the above-mentioned items with the exception of the combination of a bicycle and a cart.

200. 2. The transport of oversized luggage, except for bicycles and larger kick scooters, is permitted on all passenger trains; the transport of a baby pram or stroller for an accompanying child is given preference over the transport of other oversized luggage when boarding at the same time. If a space is marked with the pictogram , a pram or stroller is preferentially placed in this space.

200. 3. A children's cart is transported as a baby pram or stroller, and if it is attached to a bicycle it must be detached from the bicycle during transport.

200. 4. The transport of a bicycle or larger kick scooter as oversized luggage is possible:

- a) on all passenger trains marked in the valid timetable in the train heading with the symbol ; other symbols express whether on the train in question it is possible  or required  to reserve a space for a bicycle transported as oversized luggage,
- b) on regional (Os), regional fast (Sp), fast (R), higher-quality fast (Rx) and express (Ex) trains that do not have published transport of oversized luggage or the luggage storage during transport service, in the first or last entry area of the train, where at most two bicycles can be placed, unless excluded for technical or safety reasons,
- c) in carriages marked with the relevant symbol for transporting oversized luggage included in the train but for which this service is not published in the valid timetable.

200. 5. A bicycle cannot be transported if this is forbidden with the symbol  in the train column in the valid timetable.

201. No transport contract is concluded for the transport of oversized luggage. For the transport of oversized luggage, passengers pay the price for transporting luggage per the TR 10 Tariff³⁴ or on announced ČD trains and line segments they present a rental agreement from a ČD bicycle rental facility or other document announced

³² Also applies to electric bicycles, unicycles and recumbent tricycles; does not apply to multi-seat or tandem bicycles.

³³ A kick scooter, one or both wheels of which is bicycle-sized (larger than 12 inches).

³⁴ Except for a pram or stroller for an accompanying child, or a cart (e.g. the CROOZER type).



within the scope of commercial offers published in the TR 10 Tariff, the PTV or in the ČD Special Agreement for International Carriage (ZUJ).

201. 1. The service bicycles of officers of the Police of the Czech Republic are transported always and free of charge under the terms for transporting oversized luggage on the announced trains or segments regardless of the published services.


201. 2. A payment receipt for luggage can be purchased at a ČD ticket counter, from an authorised ČD employee on the train without a handling surcharge, from a ticket vending machine or as an eTiket document.

201. 2. 1. A payment receipt for luggage is valid no longer than until the station specified on the document as the destination station.


202. For the duration of transport, passengers are required to attend to their oversized luggage, to ensure safe handling of their oversized luggage, and are responsible for possible damages arising from the transport of their oversized luggage.

203. 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 or SC reservation with a reservation of a space for a bicycle. These reservations can be purchased only for carriages in which spaces have been reserved for transporting bicycles as oversized luggage, and the form of reservation per this Article is stipulated by the carrier in view of the interior arrangement of carriages; passengers cannot demand a type of space reservation which is not allowed for in the relevant train.


203. 1. A reservation entitles the passenger to place a bicycle in the reserved space per the information specified on the document (train number, date, the stations between which the space is reserved, carriage number and space number).

203. 2. For trains with required reservations of spaces for bicycles  transported as oversized luggage, passengers are not permitted to board with a bicycle without having purchased a reservation in advance.

203. 2. 1. Violation of this ban is considered to be a violation of the transport terms per Article 144 s) of the SPPO, and the passenger and his or her bicycle will be excluded from transport at the next train station.

203. 3. If a reserved space for a bicycle on a train with optional reservations  is occupied by passenger without a valid reservation, this passenger is required to make the space available to a passenger with a valid reservation (also applies to a seat reservation, as the case may be) and may continue in transport only if the bicycle can be transported elsewhere on the train or using the luggage storage during transport service.

203. 4. The sale of reservations is terminated:

 - at the time of the train's scheduled departure from the passenger's boarding station

🚲 - two hours prior to the train's departure from its originating station.³⁵


203. 5. A reservation can be reserved provisionally per Article 55 of the SPPO.



203. 6. 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.

204. Void.

³⁵ In the case of through carriages transferring between trains, the originating station is considered to be the originating station of the first train.

Chapter IV Luggage Storage during Transport

205. A passenger with a valid ticket (hereinafter the “depositor”) can use the luggage storage during transport service on ČD trains marked in the header of the train column in the valid timetable with the symbol .

205. 1. On selected trains a bicycle may be transported with the option of making a reservation  or on the basis of a required reservation  for a bicycle using the luggage storage during transport service.

206. Using the luggage storage during transport service, the depositor may deposit:

- a) bicycles, including electric bicycles and unicycles, tandem and multiple-seat bicycles,
- b) baby prams or strollers, children’s carts (e.g. the CROOZER type), tricycles (including recumbent tricycles), kick scooters,
- c) easily portable boats and other easily portable objects which do not exceed 50 kg per individual piece.

206. 1. The depositor hands over the item deposited into the luggage storage during transport service directly to a ČD employee in the designated carriage of the train.

206. 2. Prior to handing over the item to the luggage storage during transport service, the depositor shall remove all easily detachable parts of the item; ČD is not responsible for their loss or damage.

206. 2. 1. If the depositor hands over for storage an item with luggage attached, he or she will pay a separate storage fee for the attached luggage.

206. 3. The depositor is required to provide assistance in loading and unloading a deposited item. For this purpose, he or she may, after being called upon to do so by a ČD employee, enter the boarding area for passengers in the service compartment of the carriage for the necessary amount of time. If the depositor refuses to provide assistance, a ČD employee will collect a fee for failure to provide assistance per the TR 10 Tariff.

207. No transport contract is concluded for transport in the luggage storage during transport (ÚBP) service. To transport luggage, passengers pay the price for transporting luggage and a one-off ÚBP storage fee per the TR 10 Tariff,³⁶ or they present, on announced ČD trains or in announced line segments, a valid rental agreement from a ČD bicycle rental facility or other document announced within the scope of commercial offers in the TR Tariff or in the PTV.

207. 1. A one-off ÚBP storage fee is paid for each train separately and can only be purchased from a ČD employee on the train, or together with a reservation of a space at the ticket counter or in the ČD e-shop. It is not paid when storing a baby pram or stroller for an accompanying child.



³⁶ Except for a pram or stroller for an accompanying child, or a card (e.g. the CROOZER type).

207. 2. A payment receipt for luggage, a payment receipt for a one-off storage fee or a free storage document marked with a sticker bearing the name of the station of release is considered to be a concluded storage agreement; the stored item is marked with the other part of the sticker bearing the name of the station of release.


208. Using the storage service, the depositor may not deposit:


- a) precious metals, coins or products made from precious metals, precious stones, jewels, works of artistic, historical or collection value, cash, bearer instruments, deposit books, securities, collections, personal identification or travel documents,
- b) items per Article 186 of the SPPO and items insufficiently packaged or items bound to each other in such a way that they could separate,
- c) military armaments (military weapons, munitions of all kinds, anti-chemical protection gear, etc.),
- d) items valued in excess of CZK 30,000,
- e) live animals, even in containers.

208. 1. ČD is not required to examine the contents of deposited items, and the responsibility for damages arising through a violation of Article 208 of the SPPO rests with the passenger.

209. For trains marked in the valid timetable with the relevant symbol, the depositor can  or must  purchase a reservation for a bicycle transported using the luggage storage during transport service (hereinafter in this Article “reservation”).

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

209. 2. For trains marked , bicycles will not be accepted for storage without a pre-purchased reservation. The sale of reservations for these trains is terminated at the time of the train’s scheduled departure from the passenger’s boarding station.

209. 3. For trains marked  passengers can deposit a bicycle without a reservation only if there is space available for the required transport route. The sale of reservations for these trains is terminated 2 hours prior to the train’s departure from its originating station.³⁷

209. 4. A provisional reservation for a bicycle in the luggage storage during transport service can be made at a ticket counter during the period of advance sales, but no later than two days prior to departure.

209. 5. For trains which do not have reserved spaces for bicycles in the luggage storage during transport service, spaces for bicycles can be reserved only by means of an order for the transport of a group or after paying a fee for reserving spaces per the TR 10 Tariff per Article 192 of the SPPO.

210. During transport, the depositor may not remove stored items in pieces, remove contents from them or add contents.

³⁷ In the case of through carriages transferring between trains, the originating station is considered to be the originating station of the first train.

211. A ČD employee will release stored items at the dispensing station upon presentation of a payment receipt for the luggage storage during transport service marked with a sticker (or just the sticker) to the depositor or to another person presenting the document without examining whether the person is entitled to retrieve it.

212. If the depositor cannot present a payment receipt for the luggage storage during transport service marked with a sticker (or just the sticker), or if the depositor presents this document damaged or soiled so that the information thereupon is not legible, the ČD employee will not release the item and will transport it to the next suitable railway station on the train's transport route, where it will be deposited at the station's ČD storage facility per published terms.

212. 1. If the depositor does not have the original document, he or she is required to present personal identification and to fill in and sign the "Žádost o vydání zavazadla" ("Request to release luggage") form and to pay a fee for losing the document per the TR 10 Tariff.

213. Unclaimed items will be transported to the train's destination station or to a border-crossing station and handed over for further storage at the station's ČD storage facility per published terms, or they can be released by agreement with the passenger at one of the intermediate stations.

214. ČD is responsible to the depositor for loss, damage or destruction of the item taken into storage, unless it demonstrates that it did not cause the damage. ČD will cover demonstrated damage up to CZK 30,000 per document.

215. ČD is not responsible:

- a) for the loss, damage or destruction of items which may not be deposited in storage per Article 208 of the SPPO.
- b) for damage or destruction of an item caused by contents subject to rapid spoilage,
- c) for the loss of items retrieved by an unauthorised person if the depositor lost the storage document or if it was stolen,
- d) for the loss of easily detachable parts of a stored item that the depositor should have removed per Article 206. 2. of the SPPO.

216. If damage or destruction is determined, or if the stored item is lost, the depositor is required to inform an authorised ČD employee on the train of this fact immediately; this employee will record the necessary information, which is the basis for exercising a possible claim. Requests exercised later will not be considered.

217. In the event of a closure, the luggage storage during transport service may be terminated at the railway station where the closure begins or at the most suitable railway station before this station, or it may be cancelled for the duration of the closure or provided in a substitute manner. Such a situation must be published on notice boards at affected stations on the train's route, and depositors must be informed of this by an authorised ČD employee no later than when depositing the item.

218. Unless stated otherwise, general provisions of the Civil Code apply for the legal relationship between the passenger and ČD when using the luggage storage during transport service.

219. – 239. Void.

PART FOUR COMPLAINTS AND SUGGESTIONS

240. Passengers have the right to submit any complaints about the transport of passengers, live animals or luggage electronically using a form on www.cd.cz, or in writing on: České dráhy, a. s., GŘ KOD – complaints, nábrž. L. Svobody 1222, 110 15 Prague 1.

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

240. 2. ČD will process complaints within one month, in justified cases within three months, and the complainant will be informed in writing of the results of the inquiry by means of the e-mail or postal address provided.

241. Suggestions concerning ČD passenger transport can be made electronically using a form on www.cd.cz or in writing on the address České dráhy, a. s., GŘ KOD – complaints, nábrž. L. Svobody 1222, 110 15 Prague 1, or by telephone for urgent matters only. Complaints or suggestions submitted by telephone will not be accepted if the passenger does not provide his or her e-mail or postal address. ČD is not required to respond in writing to suggestions.

242. – 244. Void.

PART FIVE RIGHTS UNDER THE TRANSPORT CONTRACT

Chapter I Rights under the Transport Contract on the Transport of Passengers, Dogs and Luggage

A. GENERAL TERMS AND CONDITIONS

245. The area of transport law is governed by special legislation specified in Article 1 of the SPPO, which takes precedence over general legislation.

245. 1. Rights under the transport contract for the ČD aerial cableway are specified in the TR 14 Tariff.

246. Passengers are required to exercise their right (claim a refund) under the transport contract without undue delay, no later than six months from the first day of validity of the travel document, payment receipt, recorded applications or discount cards, the carriage fee for a dog, payment receipt for oversized luggage, payment receipt for luggage storage during transport (hereinafter “documents” or “tickets”). If the passenger does not exercise his or her right under the transport contract without undue delay, then he or she shall be required to have confirmed³⁸ without undue delay, no later than at the place of the journey’s termination, the determinative information on the travel document by an authorised ČD employee or at a SŽDC ticket issue point documenting the passenger’s claim to the subsequent exercise of his or her right, except for the cases specified below.

246. 1. For purposes of exercising one’s right under the transport contract (claiming a refund), neither trains in the opposite direction on the same line³⁹ nor trains marked with note ● in the valid timetable are considered connecting trains.

246. 2. For purposes of exercising one’s right under the transport contract (claiming a refund), the term “train” is understood to also include rail replacement transport means as well as buses operated contractual carriers on which ČD travel documents are valid.

246. 3. Several connecting tickets, upgrades linked to the original ticket, etc., are considered to be one transport contract.

246. 4. The right under the transport contract for a travel document or card issued in the holder’s name can be exercised only by the holder, by his or her statutory representative or an officially authorised person; for eTiket documents only the person who purchased the document.

246. 5. Rights under the transport contract concerning documents for multiple passengers, with the exception of group discounts (per the TR 10 Tariff), are processed for each passenger separately.

246. 6. If a passenger exercises his or her claim to compensation for damages arising through the complete or partial loss or damage of an item when using the

³⁸ The destination station specified on the travel document does not issue a confirmation of the document’s full or partial non-use on the first day of validity or later.

³⁹ Determinative is the number of the line table in the valid timetable.

luggage storage during transport service, the request will be forwarded for processing to the ČD General Directorate, Pricing and Product Communication Department, (O 14).

246. 6. 1. The request must contain:

- what the requested compensation for damages concerns,
- a brief rationale,
- the requested amount (separately for each item),
- the original documents documenting the item's value or the cost of the repair,
- a list of attached/enclosed documents,
- the exact postal address to which the resolution should be sent,
- bank account information,
- ID number and VAT number if applicable,
- date and signature of the authorised party (company name in the case of legal persons)

247. ČD is required to process a request to exercise a passenger's right under the transport contract and to inform the passenger of the granting or refusal of his or her request within 3 months⁴⁰ from the request's date of submission or delivery.

247. 1. Claims arising from an exercised right under the transport contract will be processed according to the terms and conditions valid on the date of exercise. If the passenger requires the processing of a claim arising from an exercised right under the transport contract according to the terms and conditions valid on the date of purchase, the appropriate place for processing such a claim is exclusively the ČD Claims Processing Facility (OPT).

248. Passengers may exercise their right under the transport contract for documents issued by a contractual vendor (e.g. travel agency, etc.) with the vendor from which they purchased the document or with ČD per the provisions of this chapter.

248. 1. A right under the transport contract can be exercised and processed for documents issued by an SŽDC ticket issue point only if the documents are returned within 15 minutes from the time of purchase at the station in question per the relevant provisions specified in Section C of this chapter. In other cases, an employee of the SŽDC ticket issue point will confirm the determinative information on the document for later exercise of the passenger's right at the ticket counter or at OPT.

249. Passengers can exercise their right under the transport contract for travel documents purchased at the ticket counter, from a conductor or from a ticket vending machine either at the ticket counter or, at their own expense, by means of a written submission to the address: České dráhy, a.s. – Claims Processing Facility (OPT),

⁴⁰ Per Section 37(1) and (2k) of Act No. 266/1994 Coll. on railways, as amended, per Sections 2553 and 2569 of Act. No. 89/2012 Coll., Civil Code, and per Section 39 of the Transport Code, the set limit for processing a claim arising from a right exercised under the transport contract is different from the periods for processing a claim under Act No. 634/1992 Coll., on consumer protection, as amended.

Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC.

249. 1. When exercising a right under the transport contract at the ticket counter, the passenger is required to:

- provide to an authorised ČD employee all requested information essential for processing the claim arising from the right exercised under the transport contract,
- hand over to an authorised ČD employee, against a confirmation, the originals of the documents in question.

249. 2. When exercising a right at OPT, the passenger is required to:

- state in the written submission the reason for exercising his or her right under the transport contract, the amount of the requested refund, a postal address and, if possible, a bank account number including the bank code, a contact telephone number and an e-mail address;
- enclose with the submission the originals of the documents in question and a confirmation of non-use, if required.

249. 3. If a granted refund sum cannot be paid out at the ticket counter where the passenger exercised his or her right under the transport contract, an authorised ČD employee will forward all documents to OPT by for processing.

249. 4. The original of a partially unused travel document may be returned to the passenger together with an amended tax receipt upon his or her request after the claim arising from the exercised right has been processed.

249. 5. It is not possible for passengers to exercise their right under the transport contract for eTiket travel documents at the ticket counter or at OPT.

250. In the case of eTiket tickets, the passenger can exercise his or her right under the transport contract exclusively electronically in the ČD e-shop by making a submission using the “Return and exchange tickets” option or, for registered users after logging in, in the “My purchases” section by clicking “Select action” for the relevant document. Under Section 1840 h) of Act No. 89/2012 Coll., New Civil Code, passengers do not have the right to withdraw within 14 days of concluding the transport contract. Any recognised refund will be transferred back to the account from which the eTiket was paid for.

250. 1. For processing a claim arising from a right exercised under the transport contract in the case of eTiket documents, terms and conditions may stipulated that differ from the general provisions of the SPPO, and these must be published on ČD’s website, www.cd.cz, or communicated verbally no later than prior to ordering a ticket using the TeleTiket service.

250. 2. If the file sent contains multiple tickets or if it is an associated document containing various types of travel documents or services, the passenger is required to define precisely the documents in the file or on the associated document for which the passenger is exercising his or her right under the transport contract (e.g. by stating the number of the document in numerical order).

250. 3. A confirmation of the non-use of an eTicket ticket purchased through the TeleTicket service can be substituted with a telephone call to ČD Central Customer Service.

250. 4. Partial refunds of eTicket tickets are not possible for reasons on the passenger's side. In the case of tickets with a group discount, a refund is possible in the event of a lesser number of passengers who did not travel for any the route between the boarding and destination stations specified on the ticket. In the case of tickets with a return discount, a refund is possible in the event of a lesser number of passengers who did not travel for any of route in either directions.

251. A claim arising from an exercised right under the transport contract for travel documents paid for in cash can be processed at any ticket counter. At a SŽDC ticket issue point, a right under the transport contract (claim) can be processed only in the case specified in Article 248. 1. of the SPPO.

252. A right under the transport contract for travel documents paid for with a payment card or ČD gift payment card can be exercised at any ticket counter equipped with a functional terminal for accepting payment cards upon presentation of the payment card which was used to pay for the document in question. At a SŽDC ticket issue point, a right under the transport contract (claim) can be processed only in the case specified in Article 248. 1. of the SPPO.

252. 1. Refunds for travel documents paid for using a payment card will be credited to the account linked to the payment card which was used to pay for the document.

252. 2. Refunds for travel documents paid for using a ČD gift payment card will be paid out in cash at the ticket counter; if the request has been forwarded to the ČD Claims Processing Facility (OPT), it is possible to request that the refund be paid out by bank transfer or postal money order.

252. 3. For payment cards in the form of a contactless sticker or contactless payment card integrated into a mobile telephone, it is not possible at the ticket counter to have the refund sent to the account linked to the payment card; in this case, the cashier with forward the request to OPT.

253. A claim arising from an exercised right under the transport contract for travel documents paid for with an EPIK can be processed at any ticket counter. At a SŽDC ticket issue point, a right under the transport contract (claim) can be processed only in the case specified in Article 248. 1. of the SPPO.

253. 1. Refunds for travel documents paid for using an EPIK will be credited to the electronic wallet account (EP account) from which the travel document was paid for.

254. If the appropriate station for paying out a refund or for issuing a confirmation forming the basis of a claim to exercise a right under the transport contract is an unattended station, the passenger should direct his or her request to the nearest attended station or should contact ČD Central Customer Service on tel. +420 221 111 122, which will make a record of the passenger's request. When exercising his or her right under the transport contract the passenger should specify the telephone number from which the call was made, and the date and time of the call to ČD Central Customer Service.

255. With the exception of eTiket tickets, the universal location for processing a claim arising from an exercised right under the transport contract and paying out a refund is OPT. The cashier will merely accept and forward the request.

255. 1. In addition to the cases specified above, claims arising from exercised rights under the transport contract will be forwarded to OPT for processing in the following cases:

- a) the ticket counter is not authorised to process the claim arising from the exercised right, or does not have sufficient cash to pay out the recognised sum,
- b) incorrect fare calculation,
- c) the documents were paid for with a loan, in kind, voucher, credit note, indemnification, ČD transport voucher, or against an invoice.

255. 2. OPT will credit the refund to the account number which the passenger specified when submitting the request, in the case of payment by payment card automatically to the account linked to the payment card in question, to the electronic wallet account (EP account), or for documents paid for in cash by sending the amount by postal money order to the address which the passenger specified when submitting the request.⁴¹

255. 3. OPT will credit a refund for eTiket documents paid for with a payment card to the account number from which the document was paid for or to the ČD Credit account of the passenger who purchased the document.

255. 4. OPT will credit a refund for a document paid for from a ČD Credit account to the ČD Credit account from which the document was paid for.

255. 5. OPT will credit a refund for a document paid for using loyalty points to the loyalty account from which the document was paid for.

255. 6. OPT will credit a refund for documents paid for with a credit loan, invoice or in kind in favour of the payer.

256. When composing the written submission, the passenger should briefly, clearly and truthfully describe the reasons for exercising his or her right under the transport contract. If the passenger does not do so, or if the reasons are incomprehensible, illegal or described in an abusive manner, ČD may refuse to accept the request to process the claim arising from the exercised right.

⁴¹ Only in exceptional cases, if the passenger does not have a bank account.

B. REFUNDS AND OTHER CLAIMS FOR REASONS AND OBSTACLES **NOT** ON THE PASSENGER'S SIDE

257. If the reasons for exercising the right under the transport contract are not on the passenger's side,⁴² the refund will always be paid out without a service charge.

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

258. A passenger with a one-way or return ticket, reservation, SC reservation, railjet Business reservation or sleeper or couchette supplement has the right to cancel the transport contract and to a refund of the price paid, and a passenger with a KMB has the right to the cancellation of the entry in the KMB (with the return of kilometres and control coupons), if the train on which he or she intended to travel:

- a) has a delay in departure from the passenger's boarding station as a result of which it can be assumed that the train will arrive at the destination station specified on the travel document with a delay of 60 or more minutes, or always if the train's delay at the boarding station is 30 or more minutes,
- b) travels for only part of the route, is cancelled completely, does not, contrary to the composition plan, include a 1st class carriage, or its capacity is exhausted for transporting oversized luggage or for transporting items in the luggage storage during transport service.

258. 1. Holders of commuter tickets, network tickets and time upgrades to 1st carriage class do not have a claim to a fare refund.

258. 2. A claim can be exercised and the refund can be paid out at the ticket counter in the boarding station; at a different station or at OPT, a claim can be exercised and refund paid out in a term per Article 246 of the SPPO only on the basis of a confirmation of non-use issued by an authorised ČD employee.

259. If the train terminates its journey extraordinarily before reaching the destination station or if a connection is missed at a transfer station, the passenger has the right to terminate transport per the concluded transport contract.

259. 1. In further transport to the destination station or to a station lying closer to the destination station, the passenger has the right to continue without paying a supplemental fare using the next suitable ČD train (including a train stopping exceptionally) even on a different transport route than that specified on his or her ticket, or on a train of a category for which his or her ticket is not valid, or by rail replacement transport means.⁴³

259. 1. 1. The passenger can exercise his or her right to continue with transport only based on oral (telephone), loudspeaker or written information provided to him or her by an authorised ČD employee.

259. 1. 2. Continuation of transport cannot be claimed on trains with required reservations or on trains with a global price.

⁴² This also applies to cases where ČD cannot meet the conditions for transporting persons with a health disability or persons with limited mobility and orientation.

⁴³ Operated for an interim period in the event of restricted or halted railway traffic.

259. 2. The passenger has a claim to alternative transport to the location of the destination station (specified on the travel document or communicated by the holder of a network ticket) if at a transfer station he or she misses the last connection by which he or she could have completed the journey, or if the last train by which he or she could have completed the journey was cancelled or recalled, and no train will depart within 120 minutes, inclusive, from the time of the passenger's arrival at the station where the connection was missed on which it would be possible to continue the journey in the direction of the nearest destination station, or if it is impossible during this interval to arrange for a passing train to stop.

259. 2. 1. The passenger can exercise his or her right to alternative transport only based on oral (telephone), 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 unattended stations, the passenger should call ČD Central Customer Service on +420 221 111 122.

259. 2. 2. Alternative transport can be secured by operative ČD rail replacement service (e.g. by bus or other transport means) or by permission to use public transport operated by a different carrier or by permission to use a taxi service. Permission is issued by a ČD employee per Article 259. 2. 1. of the SPPO by allocating a "consent number".

259. 2. 2. 1. If it is possible to use public transport operated by a different carrier, passengers do not have a claim to use a taxi service.

259. 2. 2. 2. Passengers place an order for a permitted taxi service themselves.

259. 2. 2. 3. A ticket for the use of public transportation operated by a different carrier will be reimbursed by ČD in the full amount, and a receipt for the use of a taxi service will be reimbursed by ČD up to a maximum amount of CZK 1,000 per car, if the passenger sends the originals of these documents together with the original ČD travel document in question or the number of the In Karta card or ČD Karta card on the chip of which the travel document was recorded, and the allocated "consent number" to České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, or hands them over, against a confirmation, at a ČD ticket counter. The fare for the use of the approved alternate transport will be reimbursed by OPT.

259. 3. If the passenger exercises his or her claim to continue transport to the destination station, or to alternative transport to the location of the destination station, then ČD will have fulfilled the terms of the concluded transport contract.

259. 4. The passenger has the right to an extension of the ticket's term of validity such that he or she can exercise his or her right to completion of transport per the concluded transport contract.

260. If the train terminates its journey extraordinarily before reaching the destination station, if a connection is missed at a transfer station,⁴⁴ or if an authorised ČD employee determines that due to the train's delay a connection will be missed at a transfer station, if a connecting train has exhausted capacity for transporting oversized luggage or for transporting items in the luggage storage during transport service, or if due to a delay the passenger does not wish to continue a commenced journey, the passenger has the right to forego the further journey.

260. 1. The transport contract is fulfilled on ČD's side at the station where the passenger forewent the further journey, unless the passenger requests to be returned to his or her original boarding station per Article 260. 2. of the SPPO.

260. 1. 2. The passenger has the right to a refund of the fare for the untravelled segment or an adjustment to an entry in a KMB (with the return of untravelled kilometres and control coupons) or the refund of the price for completely unused reservations, SC reservations or railjet Business reservations, or of completely unused sleeper or couchette supplements only if he or she exercises his or her right at the ticket counter in the station where he or she terminated the journey immediately upon terminating the journey, or based on a confirmation from an authorised ČD employee.

260. 1. 2. 1. The fare refund for a First Minute Czech Ticket (Včasná jízdenka Česko) or Special-Offer Ticket (Akční jízdenka) is determined by dividing the price paid for the document by the number of tariff kilometres, and the result is multiplied by the number of tariff kilometres for the untravelled line; the resulting refund is rounded up to the next whole crown.

260. 1. 2. 2. The refunded fare for a return ticket is determined by dividing the price paid for the document by the sum of tariff kilometres for the outbound and return journeys, and the result is multiplied by the number of tariff kilometres for the untravelled line; the resulting price is rounded up to the next whole crown.

260. 2. The passenger is entitled to request to be returned free of charge to the boarding station specified on the travel document. The passenger may realise the return journey in the carriage class for which the original ticket was issued, and only on trains determined and specified on the "Confirmation of Free Transport" ("Potvrzení o bezplatné přepravě") for the return journey by an authorised ČD employee on the delayed train or at the ticket counter in the station where the event occurred.

260. 2. 1. The passenger can subsequently exercise his or her right to a refund of the fare paid or to an adjustment of an entry in a KMB (with the return of untravelled kilometres and control coupons), to a refund of the price paid for a reservation, SC reservation, railjet Business reservation, or sleeper or couchette supplement, and of the fee for using the TeleTiket service.

⁴⁴ In the case of a delayed connection, the same time limits shall apply for a transfer station as for the boarding station per Article 258 a).

260. 3. Holders of commuter tickets, network tickets and time upgrades to 1st carriage class shall not have a claim to a fare refund or to free transport to the boarding station.

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

262. Passengers with a one-way ticket have the right to a fare refund for the untravelled tariff distance if they were transported on a shorter transport route than the one for which the ticket was 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.

262. 1. Holders of tickets with a return discount, commuter tickets, network tickets and time upgrades to 1st carriage class are not entitled to a refund of the fare.

263. A passenger with a one-way or return ticket for 1st carriage class has, except for cases where no trains with 1st carriage class compartments are operated in the segment per the valid timetable, the right to a refund of the differential fare paid between 1st and 2nd carriage class or to an adjustment of an entry in a KMB (with the return of kilometres and control coupons) for the segment in which he or she could not⁴⁵ use or refused⁴⁶ to use 1st carriage class; the passenger is required to document this fact with a confirmation from an authorised ČD employee.

263. 1. Calculation of the refund for partial non-use of 1st carriage class for a ticket with a return discount is performed by dividing the differential price between 1st and 2nd carriage class by the sum of the tariff distance for the OUTBOUND and RETURN journeys, and multiplying the result by the tariff distance not travelled in 1st carriage class. The calculated refund is rounded up to the next whole crown.

263. 2. No claim to a refund of the differential fare arises for a segment in which the passenger used 1st carriage class despite concerns about the carriage's technical condition.

263. 3. Holders of commuter tickets, network tickets and time upgrades to 1st carriage class do not have a claim to a differential fare refund.

264. Passengers are entitled to a refund of the price paid for a reservation, SC reservation, railjet Business reservation, seat reservation with a reservation for a bicycle or a fee for reserving a space,⁴⁷ if they were not allocated any seat on the train specified on the document in the carriage class for which the document was purchased, or a space for placing a bicycle, even for part of the route, or if the connection for which the document was purchased was missed.

264. 1. No claim to a refund of a reservation arises in cases where, for part of the route, the train was replaced by a rail replacement service and a rail replacement bicycle transport service was also secured, as the case may be.

⁴⁵ E.g. there was no available seat in the carriage, the carriage was not included in the train, or in a certain segment the train was substituted with a rail replacement service.

⁴⁶ E.g. due to the carriage or 1st class compartment being in substandard condition.

⁴⁷ For passengers or bicycles.

This provision does not apply to SC reservations or railjet Business reservations, for which the procedure is per Article 265 of the SPPO.

264. 2. A passenger is further entitled to be paid out a sum in the amount of five times the price paid for a reservation, SC reservation, railjet Business reservation, seat reservation with a reservation for a bicycle or fee for reserving a seat, if he or she travelled on the connection specified on the reservation document and was not allocated a seat (stood for the entire journey) or a space for placing his or her bicycle for the entire journey (did not commence the journey); the passenger is required to document this fact with a confirmation from an authorised ČD employee. In the case of a seat reservation for CZK 0, the passenger is entitled to be paid out five times the price of the reservation in the amount of CZK 35.

264. 2. 1. The appropriate place for processing a claim arising from an exercised right under the transport contract and payout of five times the price of the reservation is exclusively the ČD Claims Processing Facility (OPT).

265. Passengers are entitled to exercise their right under the transport contract and to be paid out a refund of the price paid for an SC reservation or *railjet* Business reservation at any attended station:

- a) in the event of a delay of a higher-quality SC or railjet train of 60 minutes or more, or in the event of the use of a rail replacement service instead of a higher-quality SC / railjet train, even for part of the route,
- b) if the SC or railjet train is operated with a substitute train,⁴⁸ even for part of the route.

266. Passengers are entitled to a refund of the price paid for a sleeper or couchette supplement if on the train specified on the document they were not allocated any space for lying down between the hours of 22:00 (10:00 p.m.) and 8:00 (a.m.), even for part of the route or if the connection to the train for which the reservation was purchased was missed.

266.1. A passenger is entitled to a refund of the difference between the price paid for the sleeper (or couchette) supplement and the price of the service actually provided if he or she was allocated a space of a lower category in a sleeper or couchette carriage.

266. 2. A passenger is further entitled to be paid out a sum in the amount of five times the paid price of a reservation in the amount of CZK 35, if he or she was not allocated a couchette or sleeper berth for the entire route on the connection specified on the reservation document (stood for the entire journey); the passenger is required to document this fact with a confirmation from an authorised ČD employee or employee of the service organisation on the train in question.

267. The holder of a ČD customer application recorded on a chip In Karta card or ČD Karta card is entitled to a refund of the price of a paid application in the event that, during the course of its term of validity, changes or adjustments are made to its terms.

⁴⁸ This measure does not apply if the SC train operated with railjet unit or class 680 railjet unit.

267. 1. The refund amount is equivalent to 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 transport contract until the last day of validity of the paid customer application.

267. 2. No claim to a refund shall arise in the event of changes to prices announced in the TR 10 Tariff or in an announcement published in the PTV, or in the event of a change in the extent of railway services operated by ČD.

268. A passenger shall have the right to a refund of the price of an unused document for the transport of 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 or if the carriage enabling such transport was exceptionally not included.

268. 1. Passengers have the right to a complete refund of the price of a document for the transport of luggage and the price of unused one-off documents for the luggage storage during transport service if he or she could not commence the journey because the capacity of the carriage offering the luggage storage during transport service was exhausted or if the carriage enabling such transport was exceptionally not included in the train.

268. 2. A passenger has the right to a partial refund for the unused segment without a service charge, if he or she abandoned the journey per Article 260 of the SPPO.

269. Non-provision of marketing bonuses (e.g. premium or bonus services per Article 130 of the SPPO) which are not part of the transport contract does not form the basis of a claim to a full or partial refund for a fare, reservation, SC reservation or railjet Business reservation.

C. REFUNDS AND OTHER CLAIMS FOR REASONS ON THE PASSENGER'S SIDE

270. Passengers can exercise their right under the transport contract by the deadlines and at the locations specified in this chapter, for eTiket documents in the ČD e-shop per Art 250 of the SPPO, or by the same deadlines and at the same locations passengers can request from an authorised ČD employee a confirmation of non-use of the document for purposes of subsequently exercising this right. In the case of fulfilment of the terms and conditions for exercising a right under the transport contract, a service charge is always deducted from the recognised sum before the refund is paid out.⁴⁹

270. 1. If the service charge is greater than the recognised sum, the amount of the service charge shall equal the amount of the recognised sum and the refund is CZK 0. The passenger will receive a confirmation of the amount of the service charge upon request.

270. 2. The recognised sum from a fare upgrade bound by a number to the original ticket and from mutually interlinked tickets (e.g. a joint travel document for certain commercial offers per the TR 10 Tariff or acquisition offers announced in the PTV, etc.) is calculated from the sum of the prices of all tickets (as from one document) with a service charge deducted from the resulting amount.

270. 3. In the case of **eTiket documents, eTiket documents for multiple persons or services** (e.g. passengers with various fare types) or associated documents, tickets for the outbound and return journeys, or various types of services, the passenger shall always exercise his or her right under the transport contract for a specific selected item on the document or for the entire document. Partial non-use of a document, except for use by a lesser number of passengers and supplementary services, is not possible. In these cases, passengers shall document partial non-use for the entire route between the boarding and destination stations specified on the ticket with a confirmation issued by an authorised ČD employee. The passenger shall receive a separate such confirmation upon request from the conductor on every train used (or from the train driver on trains with a self-service passenger ticketing method (☉)).

271. 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use, it is possible to return the document during its term of validity or during a term per Article 246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use. In the case of partial non-use of a one-way ticket, the recognised sum is calculated as the difference between the fare paid and the fare for the route actually travelled.

271. 1. When returning a document per this article, the service charge is:

⁴⁹ In the sense of the Transport Code (PŘ), the service charge expresses the justified amount of expenses borne by the carrier when a right is exercised under the transport contract (see Section 41(3) of the PŘ).

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **CZK 100** in other cases;
- II. **when purchasing in the ČD e-shop:**
 - a) **using the application for searching connections, 0%** until 15 minutes prior to the beginning of the document's term of validity,
 - b) **100%** in other cases.

272. 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use, it is possible to return the document during its term of validity or during a term per Article 246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use for the segment not travelled. The recognised sum in the case of a partially unused return ticket is calculated as the difference between the price paid for the return ticket and the price of a one-way ticket for the segment actually travelled in the OUTBOUND direction, or the sum of the prices for one-way tickets for the OUTBOUND journey and the part of the RETURN journey, and always for the fare per the TR 10 Tariff or PTV decree for which the passenger demonstrates eligibility.

272. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **CZK 100** in other cases;
- II. **when purchasing in the ČD e-shop:**
 - a) **using the application for searching connections, 0%** until 15 minutes prior to the beginning of the document's term of validity,
 - b) **100%** in other cases.

273. In the case of complete non-use of a **ticket with a group discount (2-5 persons)**, 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use by all passengers jointly for part of the route, it is possible to return the document during its term of validity or during a term per Article

246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use. 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.

273. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **CZK 100** in other cases;
- II. **when purchasing in the ČD e-shop:**
 - a) **using the application for searching connections, 0%** until 15 minutes prior to the beginning of the document's term of validity,
 - b) **100%** in other cases.

274. In the case of complete non-use of a **ticket with a group discount ordered through the booking system (6 or more persons)**, 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

Partial non-use for only part of the route is not possible, even in the case of a ticket with a return discount that was not used in one direction.

274. 1. When returning a document per this article, the service charge is:

- I. **in the case of payment at the ticket counter:**
 - a) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - b) **0%** until 48 hours prior to the first day of the document's term of validity (e.g. the document can be returned no later than at 23:59 (11:59 p.m.) on Thursday).
 - c) **CZK 100** for each 6 persons or part thereof during the period from 48 hours prior to the first day of the document's term of validity through the first day of the document's term of validity (e.g. a document for Sunday can be returned from Friday at 0:00 (midnight) until Sunday at 23:59 (11:59 p.m.)),
 - d) **100%** in other cases.
- II. **when purchasing in the ČD e-shop:**
 - a) **0%** until 48 hours prior to the first day of the document's term of validity (e.g. a document for Sunday at 15:00 (3:00 p.m.) can be returned no later than at 23:59 (11:59 p.m.) on Thursday),

- b) **CZK 100** for each 6 persons or part thereof during the period from 48 hours prior to the first day of the document's term of validity until 15 minutes prior to the beginning of the document's term of validity (e.g. a document for Sunday at 15:00 (3:00 p.m.) can be returned from Friday at 0:00 (midnight) until Sunday at 14:45 (2:45 p.m.)),
- c) **100%** in other cases.

275. In the case of partial use of a **ticket with a group discount** (per Articles 273 and 274 of the SPPO) **by fewer passengers** than the number for which it was issued, it is possible to return the ticket and have the refund paid out at any ticket counter.. A refund can only be paid out with a confirmation, issued at the boarding station for the given direction of the journey or by a conductor on the train used, of the number of passengers who did not use the document for any of the route between the boarding and destination stations specified on the ticket; for a ticket with a return discount, a refund is only possible in the case of non-use in both directions.

275. 1. In the case eTiket documents with a group discount, the passenger must document partial non-use by a lesser number of passengers who did not travel for any of the route between the boarding and destination stations specified on the ticket. The passenger must actively request a confirmation of the number of passengers who did not use the ticket from a conductor on every train used (or from the train driver on trains with a self-service passenger ticketing method (☉)).

275. 2. The refund in the case of partial non-use of a ticket with a group discount by a lesser number of paying passengers is calculated from the price of the fare for the last passenger (from the sum of the prices of the fares for the last passengers) in the group, on condition that in the case of a ticket with a group discount purchased through the ordering system the number of passengers including accompanying passengers on a different fare⁵⁰ must not fall below 6 persons. When returning a document per this article, **the service charge is 0%**. No refund is possible without submitting a confirmation.

276. 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

Partial non-use is not possible.

276. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,

⁵⁰ The procedure for exercising a right under the transport contract (claiming a refund) in the case of accompanying passengers on a different fare is standardly handled according to the type of purchased documents, not per Articles 273, 274 and 275 of the SPPO. The requirement of at least 6 passengers must be satisfied, however.

- 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;
- II. **when purchasing in the ČD e-shop:**
- a) **outside the application for searching connections, 0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **outside the application for searching connections, CZK 100 or 50 ČD Points** if returning before 8:00 (a.m.) on the first day of the document's term of validity,
 - c) **using the application for searching connections, 0%** until 15 minutes prior to the beginning of the document's term of validity (even after 8:00 (a.m.)),
 - d) **100%** in other cases.

277. 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use, it is possible to return the document during its term of validity or during a term per Article 246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use. The recognised sum in the case of partial non-use of a commuter ticket is calculated as the difference between the price paid for the commuter ticket and the product of the price of a return ticket for the same route, granting the same eligibility for a discount, and the number of working days which have passed and at most two non-working days during the commuter ticket's term of use, including the day on which the document is returned.

277. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **CZK 100** in other cases;
- II. **when purchasing in the ČD e-shop:**
 - a) **outside the application for searching connections, 0%** until 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.

278. It is possible to exercise one's right under the transport contract (request a refund) for an **In Karta card or ČD Karta card**:

- a) In the case of complete non-use of a customer application on a non-transferable In Karta card or ČD Karta card (IN 25, IN 50, IN 100, IN Senior or a time upgrade to 1st carriage class), it can be returned no later than on the first day of the application's term of validity at any ticket counter; in the case of an application purchased in the ČD e-shop, the application can be returned in the ČD e-shop under the same terms and conditions.
- b) In the case of complete non-use of a transferable In Karta card, the In Karta card can be returned no later than on the first day of its term of validity and only by the contact person of the company with which ČD concluded the contract on the issue of transferable In Karta cards, at any ticket counter or at the Business Department of the ČD General Directorate, or by post on České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC.
- c) In the case of complete non-use of an In Karta card without customer applications (EPIK only), it can be returned no later than on the first day of its term of validity at any ticket counter.

Partial non-use is not possible.

278. 1. When returning documents per this article, the service charge is 10% of the price of the application, but no less than CZK 35, or 10% of ČD Points. In the case of a request for an In Karta card with or without an application (new or duplicate), the fee is CZK 100 or 50 ČD Points if the In Karta card is already in production or has already been produced at the time of submission of the request for a refund.

279. In the case of complete non-use of a **KMB booklet**, the document can be returned at any time during its term of validity.

Partial non-use is not possible.

279. 1. When returning a document per this article, the service charge is:

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

280. In the case of complete non-use or exchange⁵¹ of **seat reservations, SC seat reservations, railjet Business seat reservations or seat reservations with a reservation for a bicycle**, the document can be returned no later than on the first day of its term of validity or, on the basis of a confirmation issued by an authorised ČD employee, during a term per Article 246 of the SPPO.

280. 1. A seat reservation, SC reservation or *railjet* Business reservation purchased together with a ticket in the ČD e-shop can be exchanged in the ČD e-shop only once, within 15 minutes prior to the beginning of this document's term

⁵¹ During the exchange process, a change may occur in the price of the reservation. If the price has increased, the passenger will pay the price difference; if the price has decreased, the passenger will be paid out the price difference.

of validity. Until further notice, a reservation of a space for a bicycle transported as oversized luggage or separate reservation of a space for a bicycle purchased in the ČD e-shop cannot be exchanged. An exchange at the ticket counter is not possible.

280. 2. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 15 minutes prior to the train's scheduled departure from the boarding station specified on the document,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **100%** in other cases;
- II. **when purchasing in the ČD e-shop:**
 - a) **0%** until 15 minutes prior to the beginning of the document's term of validity,
 - b) **100%** in other cases.

281. In the case of complete non-use of a **sleeper or couchette supplement**, 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

281. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity if returned at any ticket counter authorised to sell international travel documents,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at a ticket counter authorised to sell international travel documents in the station where the document was purchased,
 - c) **CZK 100** until 120 minutes prior to the train's scheduled departure from the boarding station specified on the document if returning at any ticket counter authorised to sell international travel documents,
 - d) **100%** in other cases.

282. In the case of complete non-use of a **carriage fee 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use, it is possible to return the document during its term of validity or during a term per Article 246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use for the segment not travelled. The recognised sum in the case of partial non-use of a carriage fee for a dog is calculated as the difference between the carriage fee paid and the carriage fee for the segment actually travelled.

282. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 23:59 (11:59 p.m.) on the day preceding the first day of the document's term of validity,
 - b) **0%** when returning the document within 15 minutes from the time of purchase at the station where the document was purchased,
 - c) **CZK 100** in other cases.
- II. **when purchasing in the ČD e-shop:**
 - a) **using the application for searching connections, 0%** until 15 minutes prior to the beginning of the document's term of validity,
 - b) **100%** in other cases.

283. In the case of complete non-use of a **payment receipt for the transport of luggage** or a **payment receipt for a one-off use of the luggage storage during transport service**,⁵² 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 by an authorised ČD employee, during a term per Article 246 of the SPPO.

In the case of partial non-use, it is possible to return the document during its term of validity or during a term per Article 246 of the SPPO, provided the passenger submits a confirmation of the document's partial non-use for the segment not travelled. The recognised sum in the case of partial non-use of a payment receipt for the transport of luggage (partial non-use is not possible in the case of a payment receipt for a one-off use of the luggage storage during transport service) is calculated as the difference between the price paid for the document and the price of the document for the segment actually travelled.

283. 1. When returning a document per this article, the service charge is:

- I. **when purchasing at the ticket counter, from a ticket vending machine or from an authorised ČD employee on the train:**
 - a) **0%** until 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.
- II. **when purchasing in the ČD e-shop:**
 - a) **using the application for searching connections, 0%** until 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 issued by an authorised ČD employee,
 - c) **100%** in other cases.

⁵² If the passenger cancels the storage immediately after the item is accepted into storage and before the train's departure, the paid one-off storage fee is not returned.

284. There shall be no claim to a refund arising from an exercised right under the transport contract in these cases:

- a) if it is specified in the terms and conditions of individual offers in the TR 10 Tariff or a PTV announcement,
- b) in the case of complete or partial non-use of documents paid for by means of a mutual offset or marked with the text “úvěř” (“credit”), even in the case of an exchange of documents,
- c) in the amount of a voucher with which the travel document, except for eTiket documents, was paid for in part or in full, if this voucher was not purchased at a ČD ticket counter or in the ČD e-shop (for the portion of the price paid for in cash, with a payment card or with ČD Credit, the provisions of Articles 270-283 of the SPPO apply),
- d) in the amount of a credit note or indemnification with which the travel document was paid for in part or in full (for the portion of the price paid for in cash, the provisions of Articles 270-283 of the SPPO apply),
- e) in the case of partially unused customer applications on an In Karta card or ČD Karta card, network tickets, filled-in cells in a KMB booklet, and eTiket tickets,
- f) for reasons of improper use or erroneously entered data by the passenger when purchasing eTiket tickets or tickets from a ticket vending machine,
- g) for unused services tied to an In Karta card or ČD Karta card, if the passenger relinquished his or her right to use these documents and requested that his or her personal information be erased from the record,
- h) for an unused reservation, or sleeper or couchette supplement, 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,
- i) for the fee for using the TeleTiket service,
- j) for the fee for verifying a discount card for a special fare per the TR 10 Tariff,
- k) if the passenger was justifiably, in the sense of the SPPO, excluded from transport by an authorised ČD employee,
- l) no replacement discount code is issued for the amount of a provided service when purchasing a ticket after applying a discount code,
- m) at the destination station specified on the ticket without providing a relevant confirmation of non-use.⁵³

285. – 314. Void.

⁵³ For return tickets with a return discount for the given direction of the journey.

Chapter II Indemnification of Passengers

315. This chapter governs a passenger's right to indemnification for the passenger's delayed arrival to the destination station per the concluded transport contract,⁵⁴ or non-fulfilment of selected standards of transport on the part of ČD on a train used by the passenger.

315. 1. The passenger is required to exercise his or her claim to indemnification without undue delay, but no later than six months from the first day of the travel document's term of validity.

316. Indemnification is provided exclusively in the form of a credit note, and those passengers have a claim to the issue of a credit note who present a ČD travel document per the TR 10 Tariff or a PTV announcement on which, in the case of a request for indemnification for a delayed train, they have not exercised their right under the transport contract per the SPPO, Part Five, Chapter I.

316. 1. The credit note is transferable, valid for 1 year, and the bearer may use it during its term of validity for payment at a ticket counter only for inland or international travel documents, sleeper or couchette supplements, reservations, SC reservations, *railjet* Business reservations or ČD applications per the TR 10 Tariff.

316. 2. Indemnification for non-fulfilment of selected standards per Article 325 e) of the SPPO can also be used in a dining or bistro carriage where service is provided by the company JLV, a.s., or at a ČD Minibar operated by the company ČD, a. s. (as of a forthcoming announcement), and only aboard the train on which it was issued (i.e. on the given day, or the following day in the case of an overnight connection):

- a) retrieving a coffee or tea or bottled water (without a supplementary charge),
- b) partial payment of the price for other items from the offering of refreshments (with a supplementary charge).

317. Under a single transport contract, the passenger can have a claim to simultaneous compensation for each individual violation of the transport terms.

318. If a passenger in public passenger rail transport was not transported on time or was not transported at all, he or she is not entitled to compensation for damages arising in consequence of a violation of the terms of the transport contract.

A. TRAIN DELAY

319. The amount of indemnification is the following percentage of the price of the travel document according to the conditions specified:⁵⁵

- a) 25% for a delay of 60 to 119 minutes,
- b) 50% for a delay of 120 or more minutes,

⁵⁴ See Regulation of the European Parliament and of the Council (EC) No. 1371/2007 on rail passengers' rights and obligations.

⁵⁵ Or calculated on a per person per direction basis.

or a one-off indemnification for each delayed train for holders of IN 100 tickets in the amount of:

- c) CZK 50 for a delay of 60 to 119 minutes,
- d) CZK 100 for a delay of 120 or more minutes.

319. 1. Decisive for granting a claim to indemnification is the length of the delay at the passenger's destination station; for holders of IN 100 tickets, this is contingent on a confirmation from a conductor on the delayed train, issued for the specific card number.

319. 2. A claim to indemnification is limited by the minimum price paid for a fare or the minimum deduction of kilometres in a KMB in one direction for one person, which is CZK 400 or 380 kilometres in the case of a claim to indemnification in the amount of 25%, and CZK 200 or 190 kilometres in the case of a claim to indemnification in the amount of 50%. For eTiket tickets paid for in a combined payment involving loyalty points and a standard payment method, the calculations will be based on the tariff price.

320. The passenger has the right to indemnification through the granting of a reasonable reimbursement of expenses for accommodation in the event that he or she could not between 21:00 (9:00 p.m.) and 5:00 (a.m.) exercise his or her right to complete the journey after missing the last connection per Article 259 of the SPPO, up to a maximum of CZK 500 per person.

320. 1. The passenger can exercise this right only based on oral (telephone), 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.

320. 2. The passenger arranges for his or her own accommodation in cooperation with ČD.

320. 3. The expenses incurred for the accommodation will be reimbursed by ČD on the basis of the assigned consent number specified in the request per Article 322 of the SPPO.

321. No claim to indemnification per Article 319 of the SPPO shall arise if:

- a) the calculated amount of the claim per Article 319 of the SPPO is less than CZK 100 or 95 kilometres of deduction in a KMB,
- b) the passenger presents a commuter or network ticket other than an IN 100 ticket,
- c) the passenger presents a ticket paid for with a loan or by means of a mutual offset,
- d) the delay arose in a transport operation which is not part of the transport contract concluded with ČD, or it was caused by the passenger himself/herself, or by other circumstances outside of rail transport for which ČD is not at fault or which ČD could not prevent,
- e) the delay was caused by a third party (e.g. suicide, accident, strike), a force majeure event (e.g. inclement weather conditions, flooding, inundation, etc.), or in the case of construction works on rail transport infrastructure announced in advance,
- f) the passenger was informed of the train's delay or of the possible occurrence of a train delay (by an announcement on a station loudspeaker, noticeboard,

information on www.cd.cz or in person by a ČD employee) prior to concluding the transport contract.

322. A passenger can make a request for indemnification at any ČD ticket counter or send a filled-in request form, obtained on www.cd.cz, to České dráhy, a.s. – Claims Processing Facility (OPT), Department of Portioning, Clearing and Reconciliation of Relationships in Passenger Transport, Vídeňská 15, 772 11 Olomouc, CZECH REPUBLIC. In the case of eTicket travel documents, it is possible to make the request electronically on eshopbox@cd.cz in free prose but specifying all determinative information about the travel documents and the passenger, or by filling in a Request for Indemnification (“Žádost o odškodnění”), which is available on www.cd.cz. When making the request at the ticket counter, the eTicket document, printed from the PDF file on white A4 paper (in the original non-reduced size) must be included with the submission.

322. 1. The appropriate place office for processing an indemnification claim is exclusively OPT.

322. 2. With the request, the passenger is required to include the originals of the travel documents and other materials documenting the claim to indemnification; the holder of a valid IN 100 application shall document the claim with the original confirmation of the train’s delay from the conductor and a copy of the front side of his or her In Karta card with the recorded IN 100 application.

322. 3. ČD will process the request for indemnification within one month from the day of its submission by sending a credit note to the passenger’s address or by refusing the request with due explanation and justification.

323. – 324. Void.

B. NON-FULFILMENT OF SELECTED STANDARDS

325. If, on a ČD train of category fast (R), higher-quality fast (Rx), express (Ex), InterCity (IC), EuroCity (EC), SuperCity (SC), *railjet* or EuroNight (EN), the following standards or comfort of transport were not maintained:

- 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 travel document valid for 1st carriage class,
- b) the planned number of carriages was not provided (either fewer carriages were included in the train, or the included carriages had a smaller seating capacity), and for this reason a passenger with a valid travel document stood, even for only part of the journey,
- c) in a carriage included according to the composition plan, guaranteed 230 V electrical sockets are missing (☹), and a passenger with a valid seat reservation for this carriage cannot be re-seated to a seat of the same category in a different carriage in the same train with a functional electrical socket,
- d) in a carriage included according to the composition plan, there is not a functional guaranteed Wi-Fi internet connection for reasons on ČD’s side (☹), and a passenger with a valid seat reservation for this carriage cannot be re-seated to a seat of the same category in a different carriage in the same train with a functional Wi-Fi internet connection,

e) in a carriage included according to the composition plan, a comfortable temperature was not maintained (for reasons of non-functional air conditioning, forced ventilation or heating and the passenger cannot be re-seated to a seat of the same category in a different carriage of the same train with functional ventilation or functional air conditioning or heating,

then the passenger can exercise his or her right to a one-off indemnification in the amount of CZK 30.

325. 1. A passenger request is processed immediately by the conductor of the train in question by issuing an indemnification from a POP device.

325. 2. The issuance of an indemnification is contingent on the presentation of a valid travel document, the number of which is specified on the indemnification. It is not necessary to present the travel document when the indemnification is subsequently used.

326. – 329. Void.

C. INJURY, DAMAGE, DESTRUCTION

330. If an injury occurred to passengers or if their personal items were damaged or destroyed in connection with transport in ČD carriages or while on ČD premises accessible only with a valid travel document, the aggrieved party will claim compensation for damages thus incurred from České dráhy, a.s., Legal Department (odbor právní), Nábřeží L. Svobody 1222, 110 15 Prague 1.

331. – 334. Void.

Chapter III

Rights under the Transport Contract Fulfilled by Multiple Rail Carriers

335. When exercising one's right under the transport contract (filing a claim) on the basis of travel documents issued by ČD for a train of a different rail carrier, the provisions of these SPPO apply in their full extent only if the reason for filing the claim is on ČD's side.

336. If a passenger exercises his or her right under the transport contract for a travel document issued by a different carrier for a ČD train, a ČD employee will confirm all determinative information. The passenger shall exercise his or her right under the transport contract with the rail carrier which issued the travel document.

337. – 339. Void.

Chapter IV

Rights under the Transport Contract Fulfilled within an Integrated Transport System

340. When exercising one's right under the transport contract on the basis of travel documents issued as part of an Integrated Transport System, contractual transport terms and conditions of individual Integrated Transport Systems. Under these terms and conditions, it is possible to exercise one's right under the transport contract at a

ČD ticket counter only for Integrated Transport System documents within the scope of their geographic validity, issued from a ČD issuing device, unless stipulated otherwise by the contractual transport terms and conditions of individual Integrated Transport Systems.

Chapter V

Rights under the transport contract within the ČD Points programme

341. In the event of an exercised right under the transport contract (a claim) for eTiket tickets (Article 250 of the SPPO), in addition to the processing there is also a settlement of the loyalty points earned by purchasing the document in accordance with the TR 10 Tariff.

341. 1. Rights to the settlement of monetary fulfilment are in no way affected by the settlement of points.

A. EXERCISING RIGHTS FOR REASONS ON THE PASSENGER'S SIDE

342. In the event of an exercised right under the transport contract (a claim) for a reason on the passenger's side, all points earned for the purchased travel document will be deducted from the passenger's loyalty account. In the event of a positive settlement of the exercised right (claim), the points will remain deducted even if the service charge is equal to or greater than the recognised sum and the refund will be equal to 0; if the claim is rejected, the points will be returned to the passenger's loyalty account.

342. 1. If the document was paid for with loyalty points, the used points are returned in the full amount if the entire unused document is returned per Articles 270-283 of the SPPO.

B. EXERCISING RIGHTS FOR REASONS NOT ON THE PASSENGER'S SIDE

343. In the event of an exercised right under the transport contract (a claim) for a reason not on the passenger's side, all points earned for the purchased travel document will be deducted. Upon a positive settlement of the exercised right (claim), the points will remain deducted. In the case of partial non-use, points will be returned for the travelled line. If the claim is rejected, the points will be returned to the passenger's loyalty account.

344. If the document was paid for with loyalty points, the used points are returned in the full amount in the case of either complete or partial non-use of the travel document, except in cases per Article 344. 1.

344. 1. A passenger with a ticket for 1st carriage class shall have, except for cases where in the segment there are no trains operated with 1st carriage class compartments per the valid timetable, the right to a refund of the difference in

loyalty points between 1st and 2nd carriage class in the event that he or she could not use 1st carriage class for any or part of the route.⁵⁶ The passenger must document this fact with a confirmation issued by an authorised ČD employee.

345. – 346. Void.

PART SIX FINAL PROVISIONS

347. These SPPO took effect on 12 December 2010 through PTV Announcement No. 47-48/2010 and are valid as amended.

348. By these SPPO becoming valid and effective, the SPPO file no. 57837/2000 dated 1 July 2000, as amended, shall cease to be valid and effective.

⁵⁶ E.g. there was not available seat in the carriage or the carriage was not included in the train.

Annex 1

SELF-SERVICE PASSENGER TICKETING METHOD

SELF-SERVICE PASSENGER TICKETING METHOD

1. On selected ČD trains or on all trains on a given route marked in the timetable with the symbol ☉, a different passenger ticketing method applies, where passengers take more responsibility for their ticketing than on other lines. The provisions of the SPPO and at the TR 10 Tariff apply on these trains with the deviations specified in this Annex.

2. When boarding a train marked in the timetable with the symbol ☉, passengers are required to board with a pre-purchased travel or transport document, or a payment receipt for transporting luggage (hereinafter “ticket”).

2. 1. A passenger without a travel document is required to purchase the necessary documents at a ticket vending machine in the vehicle per Article 76 of the SPPO. If the passenger is travelling outside a line circuit with self-service passenger ticketing, he or she shall purchase travel documents valid at least to the transfer station. When using a ticket vending machine, it is only possible to pay with coins or with the electronic wallet in the chip of an In Karta card (EPIK).

2. 1. 1. In the event that the ticket vending machine is defective, the passenger shall report this fact to the train driver.

2. 2. Passengers without a travel document boarding the carriage without a ticket vending machine and passengers boarding a carriage without a ticket validator are required to board through the doors located closest to the train driver’s cabin and while the train is waiting at the station to request that the train driver issue a ticket.

2. 2. 1. Only passengers with a pre-purchased valid travel document may board through the rear doors of a carriage equipped with a ticket validator or into the trailer carriage.

3. Passengers are required, immediately after boarding the train, to validate the ticket using a ticket validator (in the direction of the orange arrows) if the carriage is equipped with one.

3. 1. In the case of a return ticket, passengers shall validate it on the return journey on the on the reverse side.

3. 2. KMB booklets, commuter tickets, network tickets, international travel documents, tickets purchased in the given train, eTiket tickets and cardboard tickets shall not be validated using a ticket validator.

3. 3. Passengers are required to present to the train driver for inspection if there is no ticket validator in the carriage or if it is not operational.

4. Tickets that have not been validated, except for the cases specified in Article 3. 2 of this Annex, and tickets that have been validated in a ticket validator repeatedly (except for return tickets) are not valid on the train in question. Passengers who present such a ticket during an inspection of travel documents to an authorised ČD employee or do not present any ticket will be ticketed for the fare for which they demonstrate eligibility with a fare surcharge in the amount of **CZK 1,000**.

- 4. 1.** The surcharge will be reduced to **CZK 400** if the passenger with a charged fare or upgrade pays immediately or at a ticket counter within 14 days from the day on which the obligation to pay the owed amount arose.
- 4. 1. 1.** If the last day of this term falls on a non-working day, state holiday, other holiday or other non-working day, the last day of the term shall be the next subsequent working day.
- 4. 2.** The fare surcharge in the full amount including the charged fare or fare upgrade can be paid without other fees at a ČD ticket counter from the 15th to the 60th day from the day on which the obligation to pay the owed amount arose, or transferred to the bank account specified on the confirmation together with variable symbol; in this case, the determinative factor is the date on which the payment order is submitted.
- 4. 2. 1.** If the last day of this term falls on a non-working day, state holiday, other holiday or other non-working day, the last day of the term shall be the next subsequent working day.
- 4. 2. 2.** If the passenger pays the owed amount in full by bank transfer no later than on the 14th day, inclusive, from the day on which the obligation to pay the owed amount arose, the difference between the charged and reduced amounts of the fare surcharge will be transferred back, within 14 days from the payment date, to the account number from which the payment was made.
- 4. 3.** If the passenger fails to pay the owed amount per Articles 5. 1. and 5. 2. of the SPPO, legal collection of the receivable specified on the confirmation shall proceed, including related fees. ČD will not call upon the passenger to pay the owed amount prior to proceeding to legal collection of the receivable.
- 5.** Passengers are required to demonstrate their eligibility for a discount to an authorised ČD employee during an inspection of travel documents.
- 6.** When transferring from a train with a self-service passenger ticketing method, passengers who do not have a valid travel document for the rest of the journey shall purchase a ticket at the transfer station or request an authorised ČD employee on the connecting train to issue one. In both cases, the ČD employee will issue the passenger a ticket from the original boarding station to the actual destination station and will deduct the price originally paid from the new ticket.
- 7.** The train driver is authorised to perform an inspection of tickets when passengers board through the front doors of a train designated in the timetable with the relevant symbol; random inspections shall be performed by the train driver or other authorised ČD employees.
- 8.** More detailed information on transport terms and conditions on trains with a self-service passenger ticketing method is provided on notice boards at the relevant stations.

Annex 2

LIST OF INTEGRATED TRANSPORT SYSTEMS INTEGRATED WITH ČD

LIST OF INTEGRATED TRANSPORT SYSTEMS INTEGRATED WITH ČD

Within the scope of valid concluded agreements, ČD accedes to these Integrated Transport Systems:

Region	System Name	Abbreviation	Valid from
Capital City of Prague and Central Bohemia	Prague Integrated Transport (PID)	PID	1992
Zlín	Zlín Integrated Transport (ZID)	ZID	1992
Moravia-Silesia	Moravia-Silesia Integrated Transport System (ODIS)	ODIS	1996
Plzeň	Plzeň Integrated Transport (IDP)	IDP	1 January 2002
Hradec Králové and Pardubice	East Bohemia Integrated Transport System (VYDIS)	VYDIS	1 January 2002
	Integrated Regional Transport of the Hradec Králové Region (IREDO)	IREDO	1 March 2005
South Bohemia	Integrated Transport System of the South Bohemia Region (IDS JK)	IDS JK	1 January 2017
	Tábor Integrated Transport System (IDS TA)	IDS TA	1 January 2003
South Moravia	Integrated Transport System of the South Moravia Region (IDS JMK)	IDS JMK	1 January 2004
Karlovy Vary	Integrated Transport System of the Karlovy Vary Region (IDOK)	IDOK	13 June 2004
Olomouc	Integrated Transport System of the Olomouc Region (IDSOK)	IDSOK	1 January 2005
Liberec	Integrated Transport System of the Liberec Region (IDOL)	IDOL	1 July 2009
Ústí	Ústí Regional Transport (DÚK)	DÚK	1 January 2016

Information about the transport and tariff terms and conditions of individual Integrated Transport Systems is provided only within the circuit of validity of the Integrated Transport System in question.

More information on individual Integrated Transport Systems is available on www.cd.cz.

Annex 4

SPECIAL CARRIAGES AND TRAINS

SPECIAL CARRIAGES AND TRAINS

1. This Annex presents the terms and conditions for ordering, organising, valuating and ticketing journeys of special trains and carriages (nostalgic journeys, etc.), test journeys, transports of railway vehicles, the hiring out of vehicles and the hiring out of ČD personnel.

2. ČD provides the following services and business cases on a contractual basis:

- a) journeys of special trains and carriages intended for passenger transport,
- b) journeys for purposes of filming and presentation journeys of railway vehicles.
- c) journeys of special trains with an accompanying programme,
- d) test and measurement journeys for external customers,
- e) test journeys and transports of ČD vehicles handed over by the manufacturer or to/from technical facilities for repairs, including repairs under warranty,
- f) journeys of special trains (carriages) for the needs of ČD's suppliers to secure fulfilment of the terms of delivery contracts,
- g) transports, test journeys and technical-safety tests of vehicles not owned by ČD,
- h) rental of ČD passenger carriages and tractive vehicles – not possible to realise separately if ČD is capable of realising the entire business case,
- i) rental of the passenger carriages and tractive vehicles of third parties as subcontractors for fulfilment of a business case,
- j) non-commercial journeys of special carriages and trains accompanying events,
- k) provision of train personnel services, train driver services, etc.,
- l) events worthy of special attention based on a decision by the ČD management.

3. When submitting an order for special carriages and trains for transporting persons, the procedure is per the TR 10 Tariff, Part Four, Chapter VI.

4. Other orders for journeys of special trains, carriages, transports of vehicles, and hiring out of vehicles and personnel can be placed at ČD in written form, either by e-mail, fax or letter directed to the organisational unit, which is specified on www.cd.cz. A telephone order must be confirmed subsequently by the ordering party in writing.

5. Deadlines for submitting orders for special trains:

- a) for a special train in inland transport, at least 30 calendar days prior to the date of the journey,
- b) for a special train in international transport, at least 90 calendar days prior to the date of the journey.

6. Deadlines for submitting orders for special carriages:

- a) for a special carriage in inland transport, at least 15 calendar days prior to the date of the journey,
- b) for a special carriage in international transport, at least 60 calendar days prior to the date of the journey.

7. Deadlines for submitting orders for test journeys of approved types of vehicles:

- a) in inland transport, at least 7 working days prior to the date of the journey,
- b) in international transport, per the usual terms and conditions set by the relevant foreign administrations or carriers.

8. Deadlines for submitting orders for test journeys of unapproved types of vehicles after the issuance of consent by the relevant Railway Authorities:

- a) in inland transport, at least 30 calendar days prior to the date of the journey,
- b) in international transport, per the usual terms and conditions set by the relevant foreign administrations or carriers.

9. ČD can also accept orders in a shorter period than set out in Articles 5 – 8 of this Annex. For orders submitted at a later date, however, it is not possible for operational or technological reasons to guarantee their due and timely realisation.

9. 1. An exception to the deadlines for accepting orders can be granted in writing by the director of O16 GŘ ČD.

10. Upon receipt of the order, ČD will make a provisional calculation, verify the technological feasibility, and assess in cooperation with the relevant expert divisions the possibility of deploying appurtenances and personnel. Then it will propose estimated timetables or transport route and a preliminary price offer per ČD's valid economic rules.

10. 1. If the preliminary calculation is accepted by the ordering party, then the ordering party will be called upon by ČD to issue a binding order, or to conclude a contract for the order's realisation.

11. If the ordering party withdraws from the order after signing the binding order or concluding a contract for the order's realisation (after undertaking in writing to pay the contractual price), the ordering party shall be required to pay cancellation fees per Article 274 of the TR 10 Tariff.

11. 1. For international transport, cancellation fees depend on the terms and conditions set by participating railway infrastructure administrators or other carriers, provided these are not at odds with international regulations, but cancellation fees are no less than per the provisions of Article 11 of this Annex.

12. ČD calculates the price on the basis of the valid Economic Rules of ČD; the Railway Infrastructure Administration's Declaration on the National and Regional Railway for the relevant period; the valid Schedule of Performances in the Area of Railway Vehicles, their Personnel and Associated Activities; and per the valid Measures for Ticketing Journeys and Transports of Railway Vehicles of the Carrier ČD.

13. OPT will proceed with invoicing without delay on the basis of an invoice order, and will send the invoice to the ordering party at its delivery address.

13. 1. Invoicing will proceed and invoices will be due such that the agreed contractual price per the binding order / concluded contract is paid (credited to ČD's account) at least 5 days before the event takes place. In cases where the event requires the delivery of appurtenances in advance or if it is an international event, this deadline shall be agreed on a case-by-case basis in the binding order or contract. If the payment is not made in this manner, the event cannot be realised and the ordering party can be charged cancellation fees per the provisions of Article 11 of this Annex.

13. 2. In the case of repeated events, it is possible by agreement with ordering parties who have a good payment history to issue an invoice – tax receipt with a due date after the realisation of the binding order or after the realisation of the

concluded contract. In this case, the invoice order will be sent to OPT no later than 7 calendar days after the event has concluded.

Annex 5

PASSENGER TICKETING IN RAIL REPLACEMENT SERVICE

PASSENGER TICKETING IN RAIL REPLACEMENT SERVICE

In announced cases, the terms and conditions specified below, which differ from the standard terms and conditions stipulated in the SPPO, shall apply for the ticketing of passengers without a valid ticket in rail replacement service (ND).

1. Unless the ticketing and inspection of travel documents is performed prior to boarding the rail replacement service (see below), passengers shall always board rail replacement service through the front doors. In such a case, they shall present their travel documents to the driver of the rail replacement service for inspection per Article 13 of the SPPO.

2. Passengers without a valid ticket shall be ticketed by the driver of the rail replacement service when boarding the service per Schedule 2 G of the TR 10 Tariff.

2. 1. The driver of the rail replacement service shall issue a passenger without a valid travel document a ticket valid on the connection in question until the passenger disembarks from the rail replacement service.

2. 2. A ticket issued by the driver of a rail replacement service or from his or her own issuing device has all the appurtenances of a ČD travel document and of a simplified tax receipt.

2. 3. Rail replacement service tickets cannot be purchased in advance sales.

3. When transferring to a connecting train, an authorised ČD employee will issue the passenger a standard ČD ticket per the TR 10 Tariff or acquisition offers published in the PTV according to the principles of an upgrade when travelling beyond the original destination station per the TR 10 Tariff, Article 32 (the price paid per Schedule 2 G of the TR 10 Tariff will be deducted).

4. In announced cases, authorised ČD employees may perform standard passenger ticketing prior to boarding a rail replacement service, during the journey aboard the rail replacement service, or when disembarking from the 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 receives free of charge at his or her boarding station from the driver of the rail replacement service.

4. 1. If the passenger fails to present a confirmation of boarding the rail replacement service, he or she will be ticketed upon disembarking with a ticket from the originating station of the rail replacement service with a fare surcharge per the SPPO.

5. Passengers are informed of the initiation of ticketing per this Annex when a rail replacement service is introduced and on notice boards at the relevant stations.

Annex 6

TRAIN CATEGORIES

A. Higher-quality trains and their definitions

Higher-quality trains provide passengers with a comfortable connection in inland and international rail transport. New or modernised carriages and units are deployed on these trains, which ensure passengers the necessary level of comfort during the train journey and make it possible to provide a range of additional services. Specially trained personnel are available to passengers for the duration of the train journey.

Overview of higher-quality trains and services provided in such trains:

SuperCity (SC)

- on these trains, Pendolino units with an active carriage tilting system are deployed;
- 1st and 2nd class carriages with open-plan seating, bistro section;
- quiet section, seats for passengers travelling with children or seats for passengers travelling with children with a children's cinema, seats for passengers travelling with a pram, seats for passengers travelling with bicycles, spaces for passengers using wheelchairs, seats for passengers with limited mobility and orientation;
- air-conditioning, free internet connection, on-board portal for information and entertainment, 230 V electrical sockets, audio-visual passenger information system, WC with changing table, board games for children in carriage no. 4;
- offering of refreshments in the form of a mobile minibar for passengers in 2nd carriage class;
- selection of refreshments from the complete offering of the bistro section for passengers in 1st carriage class with delivery to the passenger's seat;
- required seat reservations in 1st and 2nd carriage class;
- in 1st carriage class, a free welcome beverage, bonus refreshments (1 hot beverage – coffee or tea, small refreshments from the current offering, 1 bottle of still water) and 1 newspaper from the current offering;
- in 2nd carriage class free of charge, 1 bottle of still water and 1 newspaper from the current offering.

Railjet (rj)

- on these trains, modern ČD railjet (blue) units and ÖBB railjet (red) units are deployed;
- 1st and 2nd class carriages with open-plan seating, in 1st class also a Business section with required reservations, restaurant section;
- quiet section, seats for passengers travelling with children with a children's cinema, seats for passengers travelling with bicycles, spaces for passengers using wheelchairs, seats for passengers with limited mobility and orientation;

- air-conditioning, free internet connection, on-board portal for information and entertainment, 230 V electrical sockets, audio-visual passenger information system, WC with changing table, children's cinema and board games for children (ČD railjet only) in carriage no. 21;
- offering of refreshments in the form of a mobile minibar for passengers in 2nd carriage class;
- selection of refreshments from the complete offering of the restaurant section for passengers in 1st carriage class including the Business section with delivery to the passenger's seat;
- in the Business section, a free welcome beverage, 1 bottle of still water or a small snack, 1 newspaper from the current offering, and on the territory of the Czech Republic a voucher worth CZK 50 for refreshments from the restaurant section's current offering;
- in 1st class free of charge, 1 bottle of still water and 1 newspaper from the current offering.

EuroCity, InterCity (EC, IC)

- on these trains, generally new or modernised carriages of classic construction intended for long-distance transport are deployed;
- EuroCity – international trains, InterCity – inland trains;
- 1st and 2nd class carriages with open-plan or compartment seating, restaurant carriage or bistro carriage;
- trains can also include the carriages of foreign carriers; the extent and quality of the services provided (including alimentation) may thus differ;
- seats for passengers travelling with children, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation, on selected trains spaces for passengers using wheelchairs and a ladies' compartment;
- air-conditioning, audio-visual passenger information system, 230 V electrical sockets, in selected carriages a free internet connection, on selected trains a carriage with a children's cinema and board games for children;
- offering of refreshments in the form of a mobile minibar for passengers in 2nd carriage class;
- selection of refreshments from the complete offering of the restaurant carriage or the bistro carriage for passengers in 1st carriage class with delivery to the passenger's seat;
- selected trains with required seat reservations in 1st and 2nd carriage class;
- in 1st carriage class free of charge, 1 bottle of still water and 1 newspaper from the current offering.

EuroNight (EN)

- on these trains, generally modernised carriages of classic or special construction intended for long-distance overnight transport are deployed;
- EuroNight trains are composed of ČD carriages and the carriages of foreign carriers, accommodation services are provided by various service companies and the extent and quality of the provided services in individual sleeper or couchette carriages can thus differ;
- carriages with open-plan or compartment seating, sleeper and couchette carriages;
- automobile wagons – special wagons on the Praha – Poprad-Tatry/Košice/Humenné line for transporting passenger automobiles and motorcycles
- sleeper carriages with compartments for at most 3 passengers in the category Economy (Single, Double or Triple compartments) – compartment equipped with a sink and Deluxe (Single, Double or Triple compartments) – compartment equipped with a shower and WC (on selected trains);
- couchette carriages with compartments for 4 or at most 6 passengers;
- in the sleeper carriage, free breakfast package (1 hot beverage – coffee or tea, refreshment per the current offering) and hygienic package (at least soap, towel and a bottle of still water for oral hygiene);
- option to purchase refreshments from the conductor of the accommodation carriage;
- required reservations for a sleeper or couchette carriages;
- the transport of dogs or other pets in sleeper carriages is prohibited.

Express (Ex)

- on these trains, generally modernised carriages of classic construction intended for inland and international long-distance transport are deployed;
- 1st and 2nd class carriages with open-plan or compartment seating;
- on Express category trains there is not generally a restaurant carriage or bistro carriage;
- trains can also include the carriages of foreign carriers; the extent and quality of the services provided (including alimentation) may thus differ;
- seats for passengers travelling with children, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation, on selected trains spaces for passengers using wheelchairs and a ladies' compartment;
- air-conditioning, audio-visual passenger information system, 230 V electrical sockets, in selected carriages a free internet connection, on selected trains a carriage with a children's cinema and board games for children;

- offering of refreshments in the form of a mobile minibar for passengers in 1st and 2nd carriage class (generally only on the territory of the Czech Republic and in selected segments);
- selected trains with required seat reservations in 1st and 2nd carriage class;
- in 1st carriage class free of charge, 1 bottle of still water and 1 newspaper from the current offering.

B. Other categories of trains and their definitions

Higher-quality fast (Rx) train

- on these trains, generally mostly new units or modernised carriages of classic construction intended for long-distance transport are deployed;
- 1st and 2nd class carriages with open-plan or compartment seating;
- on Rx category trains there is no restaurant carriage or bistro carriage;
- seats for passengers travelling with children, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation, on selected trains spaces for passengers using wheelchairs and a ladies' compartment;
- on selected trains, air-conditioning, audio-visual passenger information system, 230 V electrical sockets and a free internet connection;
- on selected trains, an offering of refreshments in the form of a mobile minibar for passengers in 1st and 2nd carriage class or the ČD Snack service (food vending machine);
- in 1st carriage class free of charge, 1 newspaper, except for trains operated with a class 660 InterPanter unit.

Fast (R) train

- on these trains, carriages or units intended for long-distance transport are deployed;
- 1st and 2nd class carriages with open-plan or compartment seating;
- 1st class carriages included in selected trains;
- on R category trains there is no restaurant carriage or bistro carriage;
- on selected trains, seats for passengers travelling with children, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation and spaces for passengers using wheelchairs;
- on selected trains, an offering of refreshments in the form of a mobile minibar for passengers in 1st and 2nd carriage class.

Regional fast (Sp) train

- on these trains, carriages or units intended for regional transport are deployed;

- 1st and 2nd class carriages with open-plan or compartment seating;
- 1st class carriages included in selected trains;
- on selected trains, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation and spaces for passengers using wheelchairs.

Regional (Os) train

- on these trains, carriages or units intended for regional transport are deployed;
- 1st and 2nd class carriages with open-plan or compartment seating;
- 1st class carriages included in selected trains;
- on selected trains, seats for passengers travelling with bicycles, seats for passengers with limited mobility and orientation and spaces for passengers using wheelchairs.

In the event that the standards described above are not provided, the passenger can exercise his or her right to a one-off indemnification only in cases specified in Article 325 of the SPPO.

C. Designation of carriage class in the train header of the valid timetable

- **1.2.** for category **Os** and **Sp** trains – the train includes 1st class carriages;
- **2.** for category **R**, **Rx** and higher-quality trains – the train includes 2nd class carriages only.

