

I REGIOJET

Terms and Conditions of Carriage and other Business Terms and Conditions of RegioJet a.s.

Issued on August 15th 2023 by the Board of Directors of RegioJet a.s.



Terms and definitions used in these TCC

RJ	RegioJet a.s. (or "RegioJet Česká republika")	
Carrier	RJ or any other entity commissioned by RJ to exercise the rights and fulfil	
	the obligations arising from the contract of carriage concluded with the	
	passenger	
тсс	Contractual terms and conditions of carriage and other business terms and	
	conditions of RegioJet a.s.	
Tariff RegioJet R8		
and R23	RegioJet a.s.	
Tariff RegioJet	Tariff for the rail transport of passengers and luggage on trains of RegioJet	
	a.s.	
Integrated public	(Czech abbreviation: IDS) Public transportation system within a particular	
transport system	geographical region operated via several carriers in accordance with	
transport system	agreed-upon conditions and pursuant to an "integrated tariff"	
ODIS	Integrated public transport system of the Moravian-Silesian Region	
Fixed-period route	Fixed-period tickets of the Integrated Public Transport System of the	
tickets ODIS	Moravian-Silesian Region, which are accepted on RJ 1004 and RJ 1006 trains	
	and on the R8 line Brno – Bohumín.	
IDSOK		
IDS JMK	Integrated Public Transport System of the Olomouc Region	
IDS DÚK	Integrated Public Transport System of the South Moravian Region	
	Integrated Public Transport System of the Ústí Region	
PID	Prague Integrated Transport System	
SJT	SJT – One Ticket tariff system, operated by Cendis s. p., providing tickets	
	valid for traveling by all subsidized regional and long-distance trains. (Not	
	valid in commercial open access trains – e.g. Prague – Ostrava or Prague,	
.	Brno – Břeclav).	
Category RJ trains	An InterCity/EuroCity train allowing carriage in the tariffs Low Cost (Class 2),	
	Standard (Class 2), Relax (Class 2) and Business (Class 1). RJ operates	
	category RJ trains on RJ commercial lines	
RJ commercial lines	Lines operated by RJ at the company's commercial risk: Prague – Opava,	
	Prague – Havířov, Prague – Bohumín, Prague – Návsí, Prague – Košice,	
	Prague – Brno, Prague – Bratislava – Žilina, Prague – Vienna, Prague –	
	Budapest and special international line Prague – Rijeka/Split. All trains	
	operated on the commercial lines of RJ are operated as InterCity/EuroCity	
	trains and identified as RJ.	
Category R trains	"Fast train" category train – abbreviated as R; offers carriage in Class 2 and	
	Class 1 with improved quality of services. RJ operates category R trains on	
11	line R8 and R23.	
Line R8	Long-distance railway line R8 Brno – Ostrava – Bohumín and back. All trains	
	on the line R8 are operated as "Fast train (R)" trains as ordered by the	
	Ministry of Transport of the Czech Republic, being part of the "public	
11	transport service obligation".	
Line R23	Long-distance railway line R23 Kolín – Ústí nad Labem and back. All trains	
	on the line R23 are operated as "Fast train (R)" trains as ordered by the	
	Ministry of Transport of the Czech Republic, being part of the "public	
	transport service obligation".	
RegioJet Pay	RegioJet electronic account	
Staffed station	Station where an RJ ticket office is available, unless it is considered an	
	"unstaffed station". Staffed station includes Arriva machines in stattions in	



	Nymbur, Poděbrady and Ústí nad Labem hl.n.	
Unstaffed station	Station where a RJ ticket office is not available, or is closed for that particular	
	connection.	
Proof of identity	Valid ID (e.g. personal ID card, passport, legal residence permit, etc.) issued	
···· ·	by the competent authority and bearing a photo of the holder; a certificate	
	used in lieu of a personal ID card does not constitute proof of identity and	
	cannot be used as such.	
Personal data	First name, last name, birth number or date of birth, and address as proved	
	with a valid form of ID (proof of identity).	
Valid timetable	Valid timetable issued by the operator of the rail network or a temporarily	
	valid timetable issued for the purpose of detours which, for the duration of	
	a detour, is to replace a valid timetable issued by the operator of the rail	
	network.	
Authorized	RJ employee working in the capacity of a steward, trainmaster-teamleader,	
employee of RJ	driver, dispatcher, transport coordinator, ticket inspector, quality	
	inspector, ticket vendor or the employee of a contractual partner of RJ with	
	an employee ID authorized to inspect tickets and give instructions and	
	orders to passengers	
RJ premises	Premises administered or owned by RJ only accessible with a valid RJ ticket	
Transport code	Regulation of the Ministry of Transport of the Czech Republic No.	
	175/2000 Coll., on the transport code for public rail and road passenger	
	transport ("Transport Code")	
Handling fee	Extra fee imposed for a breach of the terms and conditions of carriage due	
nanding iee	to the fact that the passenger failed to purchase their ticket, or pay an	
	additional fee or supplementary charge at a staffed station, reflecting the	
	additional costs incurred by RJ associated with processing the passenger	
Surcharge	Amount charged pursuant to the Act on Rail Systems for a breach of the	
Surcharge	terms and conditions stipulated by the Transport Code in terms of the	
	safety and protection of health of passengers and other persons, as well as	
	the safety and smooth operations of a public rail transport and in terms of	
	proper, smooth and comfortable carriage	
Seat reservation	Reservation of a particular seat on a train	
Compartment for	Seats reserved for passengers travelling with children under the age of 10	
passengers with	on category R trains	
children		
Children's	Type of compartment on category RJ trains (in the tariff Standard) for	
compartment	passengers with children under the age of 6	
Line	First and last station of a connection	
Route	Particular section of a line	
Departure	This is the time stated in the timetable for the connection	
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Delay announced in	Situation when the client purchases a ticket for a connection which is	
advance	already delayed; situation when the client has a ticket bought for a delayed	
	train and receives information on the delay before the scheduled departure	
	(via SMS, e-mail or a digital departures board).	



Article I: Scope

- 1. These terms and conditions of carriage and other business terms and conditions ("TCC") have been approved by the Board of Directors of the company on 29th January 20223. They have been issued by the carrier, i.e. RegioJet a.s. ("RJ"), pursuant to the provisions of Act No. 266/1994 Coll., on rail systems, as amended, and the Regulation of the Ministry of Transport of the Czech Republic number 175/2000 Coll., on the transport code for public rail and road passenger transport, as amended, and according to Regulation (EC) number 2021/782 of the European Parliament and of the Council on rail passengers' rights and obligations, Section 36a) of Act No. 266/1994 Coll., on rail systems, as amended, according to regulation of the Ministry of Transport of the Czech Republic number 175/2000 Coll., on the transport code for public rail and road passenger transport, as amended, according to regulation of the Ministry of Transport of the Czech Republic number 175/2000 Coll., on the transport code for public rail and road passenger transport, and according to the specific conditions governed by the valid price notice of the Ministry of Finance of the Czech Republic.
- 2. On the territory of countries outside the Czech Republic, the SPP is governed according to the legislative norms of the given country See Annex 1 of the TCC.
- 3. Pursuant to the provisions of Act No. 634/1992 Coll., on consumer protection, the Czech Trade Inspection Authority is the competent authority with respect to the out-of-court settlement of consumer-related disputes (*Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2*).
- 4. TCC govern the rights, obligations and responsibilities of RJ and passengers vis-à-vis carriage of passengers and luggage.
- 5. The rights, obligations and liability of the carrier and passengers in the carriage of passengers, baggage and animals on connecting services operated by another carrier shall be governed by the terms and conditions of carriage of that carrier.
- 6. The detailed procedure and method of application of maximum prices and conditions of passenger transport is governed by the document *Tariff RegioJet*.
- 7. These provisions shall apply to carriage of passengers and luggage on all trains operated by RJ, unless otherwise specified in the case of individual provisions, including connections operated under the RJ brand pursuant to the license of a contractual partner, with the exception of RegioJet trains operated in the Ústí nad Labem Region, where different TCC apply.
- 8. RJ operates passenger transport on the line Návsí–Prague within ODIS between Návsí and Ostrava hl. n. on trains RJ 1004 and RJ 1006. RJ accepts fixed-period route tickets of ODIS.
- 9. RJ operates passenger transport on the line RegioJet R8 within ODIS between Hranice na Moravě and Bohumín, within IDSOK between Nezamyslice and Hranice na Moravě, and within IDS JMK between Brno and Nezamyslice via Vyškov na Moravě.
- 10. RJ operates passenger transport on the line RegioJet R23 within DÚK between Mělník Štětí Litoměřice – Ústí nad Labem, within PID between Mělník – Všetaty – Stará Boleslav – Lysá nad Labem – Nymburk – Poděbrady – Velký Osek - Kolín.
- 11. RJ operates fast interregional trains (R category) and **RJ commercial lines**. SJT One Tickets are valid on-board these trains. SJT TCC are published in a separate document issued by Cendis s. p.
- 12. The protection of passenger personal data is governed by Regulation (EU) number 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 on the processing of personal data can be found at <u>https://www.regiojet.cz/privacy-policy.html</u>.

13. The Contractual Conditions of Carriage are effective from 15 August 2023.

Article II: Creation and performance of contract of carriage

- The conclusion of a contract of carriage establishes a legal relationship between the passenger and RJ consisting in the obligation on the part of RJ to transport the passenger, properly and in due time, from the departure station to the arrival station by the trains listed in the valid timetable and under the conditions stipulated by the TCC, the RegioJet tariff, as well as the obligation on the part of the passenger to abide by the provisions of the TCC and the RegioJet tariff.
- 2. A separate transport contract means a travel document for a single journey or a time ticket within its time validity. A return ticket is considered to be two separate transport contracts.
- 3. A contract of carriage is concluded if the passenger has exercised their right to carriage arising from the ticket by boarding the train with the valid ticket and has commenced their required transport. The contract of carriage is also concluded if RJ has allowed the passenger to board the train without a valid ticket, provided the passenger purchases it immediately after boarding.
- 4. The contract of carriage is fulfilled upon the proper completion of transport services in the agreedupon extent pursuant to the contract of carriage. A contract of carriage is also fulfilled in the event of the completion of transport services in an extent other than the agreed-upon extent, if the passenger has been lawfully offloaded from the train by an authorized person.

Article III: Rights and obligations of the carrier

- 1. By concluding the contract of carriage, the carrier undertakes to transport the passenger from the departure station to the arrival station shown on the passenger's ticket properly and in due time.
- 2. The passenger acknowledges the fact that the provision of extra services as advertised, in particular hot beverages and cold drinks, snacks, Wi-Fi, an entertainment portal, newspapers, a steward(ess) and other marketing bonuses is entirely at the discretion of the carrier and the conclusion by the passenger of a contract of carriage with the carrier does not carry any right to the provision of these services. In the event of a lack of time, or in the case of unexpected adverse circumstances, the aforementioned services are not provided. Save for line R8 (Brno–Bohumín), entitlement to the aforementioned services does not apply to passengers within the integrated public transport system of the Moravian-Silesian Region according to the ODIS tariff in connections served by category RJ trains..
- 3. Subject to the applicable provisions of the relevant legal regulations, the carrier reserves the right to make changes in timetables, types of carriages used or seats, or to use other means of transport in the event of unexpected incidents on the track. In the event of any timetable change, the passenger is entitled to reimbursement of the fare paid (or any part thereof, where a ticket has been used on a part of the journey), provided the passenger is unable to use the ticket for the entire journey. The right to said reimbursement does not apply in such cases to holders of integrated public transport tickets, fixed-period route ticket and Eurail/Interrail/Klimaticket holders. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 4. The passenger is entitled to compensation in accordance with the EU Regulation on Passenger Rights and Obligations and in accordance with RegioJet's own commercial policy.



- 5. The carrier is entitled to refuse or exclude from carriage of a sick passenger with symptoms that are bothersome or endangering other clients and RJ employees.
- 6. The carrier is entitled to refuse or exclude from carriage of a passenger who is intoxicated (under the influence of alcohol, drugs, etc.).
- During booking, the carrier undertakes to best meet the passenger's requirements vis-à-vis the available seats on R trains, in terms of Low cost tariff (Class 2), Standard tariff (Class 2), Business tariff (Class 1) or RJ trains, in terms of Low cost tariff (Class 2), Standard tariff (Class 2), Relax tariff (Class 2) and Business tariff (Class 1).
- 8. In the event of any payment in cash on a train, the carrier is obliged to accept cash corresponding to no more than five times the value of the purchase/service.
- 9. The passenger acknowledges that the return of money to a bank account is only possible to holders of bank accounts in the Czech Republic, the Slovak Republic, the Republic of Austria and the Federal Republic of Germany.
- 10. The prices of the carrier's ticket bought on the train are governed by the carrier's price list. The carrier is entitled to determine the prices of tickets bought on trains in accordance with their internal regulations. The prices of tickets on the R8 and R23 line within the respective integrated public transport systems are governed by the valid prices of these integrated public transport systems as listed in the tariffs and the appendices of the respective integrated public transport systems. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 11. The passenger acknowledges the fact that open-space ASTRA carriages operated under the Standard tariff on category RJ trains constitute a "quiet zone" (they do not constitute a "silent compartment") with a limited service. Complimentary water and newspapers are not provided to passengers with ODIS fixed-period route tickets on RJ Návsí-Prague trains in the Low Cost tariff carriages.
- 12. The carrier RegioJet a.s. provides an additional refreshment service (online catering) on its selected train lines. Refreshments can be ordered and purchased using the STUDENT AGENCY k.s. mobile application. Payment can be made using available online payment methods.
- 13. The passenger acknowledges the fact that the provision by the carrier of complimentary snacks, and the provision of snacks and refreshments the passenger may purchase, is subject to availability.

Article IV: Rights and obligations of the passenger

- 1. Having concluded the contract of carriage, the passenger undertakes to abide by the Terms and Conditions of Carriage and the pay the price of carriage ("fare") pursuant to RegioJet's applicable tariff, or to produce a ticket issued according to the tariff of the respective integrated public transport system, SJT, Eurail, Interrail or Klimaticket.
- 2. In order to verify the conclusion by the passenger of the contract of carriage, the passenger must be able to produce a valid ticket during the contract's period of performance. "Valid ticket" can refer to the number of the reservation with RJ, RJ's QR code, a printout of an RJ ticket, an RJ ticket displayed on a mobile device, SJT, Eurail, Klimaticket or Interrail tickets, or tickets issued within the ODIS, IDSOK or IDS JMK integrated public transport systems, as the case may be.



- 3. By purchasing a ticket / depositing into an account / depositing into a Credit Ticket (RegioJet Pay), the client agrees to the TCC and grants RJ consent to the processing of personal data. By purchasing/depositing, he/she confirms his/her consent to these terms and conditions.
- 4. Upon receiving their ticket, the passenger is obliged to make sure the data on the ticket conforms to their requirements. The passenger is entitled to refuse a ticket with inaccurate data. Any subsequent claims related to erroneous data on the ticket shall be treated as a cancellation, subject to the applicable conditions of cancellation, and not as a complaint.
- 5. If the passenger misses their train through their own fault they are not entitled to the reimbursement of their fare. In the case of a ticket consisting of several legs of a journey, boarding refers to boarding the first connection on the entire journey. Failure on the part of the passenger to make use of any leg of a journey consisting of several legs, for which the passenger is at fault, causes the loss of the right of carriage on the remaining legs of the journey on the ticket, as well as any right to reimbursement of the unused fare. This provision does not apply to holders of fixed-period route tickets, IDS JMK, IDSOK, IDS DÚK, PID and ODIS tickets, and the holders of Eurail, Interrail or Klimaticket cards. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 6. No reimbursement is granted for unused or partially used tickets, unless stipulated by the carrier otherwise.
- 7. The passenger is entitled to reimbursement of the fare paid if the connection which the passenger intended using is delayed by 30 and more minutes and the passenger, being a holder of a valid ticket, has renounced their carriage. This provision does not apply to holders of fixed-period route tickets, integrated public transport ticket holders and the holders of Interrail/Eurail or Klimaticket cards. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 8. The passenger is entitled to reimbursement of the fare if the carrier fails to provide carriage.
- 9. If, due to circumstances caused by the carrier and the resulting delay, the passenger loses a connecting bus/train within the same contract of carriage, or where a commenced transport on a connection was not completed, the passenger is entitled to one of the following:
 - 9.1. carriage by the earliest suitable connection operated by the carrier to the destination station;
 - 9.2. carriage by the earliest suitable connection operated by the carrier to the departure station and reimbursement of the fare;
 - 9.3. reimbursement of the fare for the unused part of the journey;
 - 9.4. compensation as set out by the European passenger charter pursuant to EU legislation;
 - 9.5. the passenger is not entitled to any reimbursement of fare within an integrated public transport system (ODIS, IDSOK, IDS JMK, IDS DÚK, PID); the provision also applies to the holders of Eurail, Interrail or Klimaticket cards and RJ fixed-period route tickets.
 - 9.6. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 10. The passenger is not entitled to compensation of damage if they were not transported on time.



- 11. The passenger must claim any compensation granted to them within 6 months. Outstanding balances up to CZK 10 (EUR 0.50), or the equivalent in various currencies, can be withdrawn in cash at points of sale/used for booking other tickets only within three months of the occurrence of the balance.
- 12. Account/Credit Ticket (RegioJet Pay) balances resulting from cancellation of a ticket/refund/deposit may be withdrawn in cash at RegioJet/STUDENT AGENCY sales points or used to pay for another ticket. Compensation/ticket balance may not be paid in cash by the seller at the point of sale if the amount is more than 500 CZK/ 20 €. In this case, the passenger will request the compensation/ticket balance via a form and the money will then be sent to his/her bank account. Account balances resulting from the crediting of compensation that exceed the amount of CZK 500/€ 20 will only be paid upon presentation of a valid ID. This also applies to cases of payment of balances from multiple accounts, where, in addition, for Fixed-Date Tickets, the original ticket is required for payment, and for Open and Electronic Tickets, a check of the matching e-mail address listed on the accounts is required. The balance on a ticket without a name (unidentified) can be withdrawn up to 1000 CZK/40 €. When withdrawing more than 1000 CZK/40 €, the ticket must be in the name (identified) and proof of identity must be presented. If the ticket is identified, ID must always be presented. Balances cannot be sent to a bank account, balances cannot be used for any purpose other than the purchase of a ticket or designated on-board services. Balances incurred by depositing online (credit card, PayU, etc.) at www.regiojet.cz cannot be paid in cash, they will be refunded in the same manner. Increasing the balance on the account/credit ticket (RegioJet Pay) is only possible in the currency in which the ticket is issued, the maximum deposit amount is CZK 5,000/€ 200. Amounts outside this range can be deposited online (credit card, PayU, etc.) at www.regiojet.cz.
- 13. The price or part of services of STUDENT AGENCY k.s. and RegioJet a.s. can be paid using gift certificates issued by STUDENT AGENCY k.s. When used for the services of RegioJet as a carrier, the certificate can only be used to charge the RegioJet Pay account and then used as credit pursuant to Clause 14. The certificate cannot be redeemed for cash, even in the case of cancellation. Certificates can be used at STUDENT AGENCY k.s. and RegioJet a.s. points of sale. No compensation is granted for lost or stolen certificates. The certificate always shows an expiration date.
- 14. The passenger is entitled to use a certificate to charge the RegioJet Pay account and then use the outstanding balance with STUDENT AGENCY k.s. to pay for tickets sold via the booking system operated by the carrier. Carriers include: STUDENT AGENCY k.s., RegioJet a.s., ARRIVA Michalovce, a.s., BUS KARPATY spol. s r.o., SAD Prešov, a. s., SAD Humenné, a.s., VYDOS BUS a.s., CC 1080, MT LINES, a.s., eurobus, a.s., Dopravní podnik hl. m. Prahy, a.s., ORBIX, s.r.o., Sanytour s.r.o., and WESTbahn Management GmbH.
- 15. Passengers are obliged to be mindful of their own safety and to refrain from anything that could compromise the safety of the transport, their own safety or the safety of fellow passengers, as well as to refrain from any generally disruptive behavior or behavior that could disrupt the work of the employees of the carrier, or other passengers. In particular, passengers are not allowed to:
 - 15.1. handle the access door while driving or during emergency stops.
 - 15.2. throw out things from the train while the train is moving, or let any items protrude from the train;
 - 15.3. board or disembark, or lean out, while the train is in motion;



- 15.4. prevent the use of operational equipment of the train, prevent employees or other passengers from disembarking, boarding, or walking through the train, or block seats for which they have not purchased seat reservation;
- 15.5. smoke on the train (the restriction applies to electronic cigarettes or smoking devices using heated tobacco technology);
- 15.6. consume illegal narcotic or psychotropic substances;
- 15.7. consume alcoholic beverages in the Children's Compartment/Compartment for Passengers with Children;
- 15.8. consume their own alcoholic beverages;
- 15.9. cause damage or litter the interior of the train;
- 15.10. enter the crew-only areas of the train;
- 15.11. misuse emergency or evacuation equipment on the train (emergency exit equipment, extinguishers, emergency brakes, emergency door handles, etc.).
- 16. Passengers are obliged to abide by the instructions and orders given by authorized persons of the carrier for the sake of safe, smooth and uneventful carriage. Passengers may board and disembark only at a station used for regular passenger services, and only provided it is a regular station according to the timetable.
- 17. Where the train has stopped at a place where, according to the valid timetable, the train does not have a scheduled stop, passengers may disembark only if and when so instructed by the carrier's authorized person or other authorities (police, emergency services, etc.).
- 18. Extraordinary train stops can only be booked for groups of 25 or more passengers at least 10 days before the scheduled departure by e-mailing <u>skupiny@regiojet.cz</u> If operational and technical reasons do not prevent an extraordinary stop and this stop is approved by the Infrastructure Manager, the customer is obliged to pay the fee in advance according to the valid Regiojet Tariff.
- 19. When taking their seat, the passenger is obliged to abide by the instructions of the carrier's authorized persons.
- 20. One passenger is entitled to physically occupy more seats, as long as they have paid the regular adult fare for all of them.
- 21. The passenger shall lose their right to their seat reservation if not taken within 15 minutes of the scheduled departure from the station (subject to any current delay). This provision does not apply to passengers pursuant to Article IV, Clause 20 of these TCC.
- 22. All of the carrier's connections on RJ commercial lines are operated in the category RJ and are "compulsory seat reservation". A passenger without a travel document is obliged to purchase a ticket from an authorised person of the carrier (usually a conductor steward or a train team leader) when boarding the train in case of an available seat. The assigned seat must be accepted by the client. A passenger with a travel document without a reservation must purchase a seat ticket in advance online at www.regiojet.cz or, in the event of a vacancy on the train, from the carrier's authorised person. In the event that there is no seat available on the train for the entire journey, the passenger will be assigned a standing place by the carrier's authorised person (usually a conductor steward or train team leader), which the passenger must accept. This provision does



not apply to passengers with fixed-period tickets in the ODIS system on the Návsí–Prague line who have seats assigned in the Low Cost carriage (first twenty seats with the lowest numbers).

- 22.1. The decision to allow standing passengers in the case of a fully occupied RJ train rests entirely with the trainmaster-teamleader. The passenger will be assigned a place to stand and they must accept it. Carriage of standing passengers is only allowed in Low Cost and Standard Carriages. The carrier is entitled to determine the prices of tickets bought on trains in accordance with their internal regulations. This provision does not apply to passengers who are holders of a ZTP, ZTP/P card.
- 22.2. Where the passenger wishes to board a category RJ train without a valid ticket, prior to boarding they must first contact an authorized person of the carrier and inquire about the possibility to travel using the given connection. The fare, along with the applicable handling fee, must be paid to the carrier's authorized person immediately after boarding.
- 23. All connections on RegioJet's R8 and R23 line are operated as category R trains (fast train). Passengers may board a RegioJet R8 and R23 train without a valid ticket. If a seat is not available throughout the journey, the steward shall assign to the passenger a place to stand, which the passenger must accept. Where the passenger boards the train without a valid ticket, they shall pay the fare plus a handling fee according to the applicable tariff for the issue of a ticket on a train at a staffed station.
- 24. Should the passenger discontinue their journey, the ticket shall become void. This provision does not apply to an integrated public transport system ticket, a RJ fixed-period route ticket or Eurail, Interrail and Klimaticket tickets. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
- 25. A passenger may use the Regiojet Lounge only with a valid ticket or seat reservation at the earliest 60 minutes before the scheduled departure of the train. Passengers with SJT One Ticket, IDS, Eurail, Interrail or Klimaticket travel documents do not have this option unless they have purchased a seat ticket from RJ. The passenger acknowledges that it is not possible to cancel the ticket after entering the Regiojet Lounge.
- 26. The passenger acknowledges and agrees that all calls between them and RegioJet are monitored.

Article V: Exclusion from carriage

- 1. A passenger may be excluded from carriage or ordered to discontinue their journey (even at stations where the train does not have scheduled stops) if, in spite of a prior warning, they:
 - 1.1. breach the provisions of Article IV Clause 15 and Article IX Clause 6;
 - 1.2. act in a disruptive manner, play loud music or use audio-visual equipment in a disruptive manner, or cause nuisance due to other forms of improper behavior, smell, etc.;
 - 1.3. have clearly boarded the train under the influence of alcohol or another addictive substance;
 - 1.4. endanger or may endanger the safety and free flow of the transport, or public order, or if they offend or disgust other passengers;
 - 1.5. behaves inappropriately or aggressively towards RJ staff or other passengers,



- 1.6. endangers the safety of himself/herself, RJ employees or other passengers, fails to comply with these TCC, instructions and orders of an authorised employee of the carrier.
- 2. A passenger who has been excluded from carriage is not entitled to reimbursement of the fare paid.
- 3. If a passenger refuses to discontinue their journey or produce proof of identity, the police will be called to assist since the passenger's behavior constitutes a misdemeanor pursuant to the legal regulations in individual countries. In the case of the Czech Republic, the relevant provisions are those of Section 50 1c), e) or f) of Act No. 266/1994 Coll., on rail systems, as amended. Where the passenger's conduct is found to have met the criteria of a misdemeanor under the previous sentence, the police may fine them CZK 10,000 in the case of a misdemeanor under e); CZK 1,000,000 in the case of misdemeanor under c); or CZK 10,000,000 in the case of a misdemeanor under f).
- 4. Should a passenger who has been excluded from carriage, again board a RegioJet carriage, they shall be treated as a passenger without a valid ticket, despite having on their person a travel document proving the performance of a contract of carriage for that connection, since the said performance had been terminated upon the exclusion of the passenger from carriage.
- 5. Where the exclusion of a passenger from carriage results in damage suffered by RegioJet (e.g. property damage, pecuniary damage due to unscheduled stops or delays), the company shall claim this damage from the passenger.
- 6. The carrier also has the right to terminate the passenger's transport and hand him over to medical service (even without his consent) if the further journey would endanger his own health, the health of employees or other passengers with regard to the passenger's state of health. In this case, the passenger is entitled to a refund of part of the fare for the missed part of the journey stated on the ticket, or a refund of the entire fare paid in case the passenger will not be transported from the departure station. This does not apply to passengers with an Integrated public transport ticket (IDS JMK, ODIS, IDSOK), a fixed-period route ticket, passengers with Eurail, Interrail and Klimaticket tickets. Passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.

Article VI: Tickets and their essential elements

- 1. General provisions
 - 1.1. For the purpose of verifying the proper conclusion of a contract of carriage, and throughout its performance, the passenger shall produce a valid ticket or a valid discount card and receipt proving payment of the price.
 - 1.2. The term "valid ticket" can refer to any of the following:
 - 1.2.1. RJ ticket for fixed date
 - 1.2.2. RegioJet Pay
 - 1.2.3. E-ticket
 - 1.2.4. Open ticket
 - 1.2.5. Flexible ticket



- 1.2.6. Fixed-period route ticket
- 1.2.7. Integrated public transport ticket (IDS JMK, ODIS, IDSOK, IDS DÚK, PID)
- 1.2.8. SJT One Tickets
- 1.2.9. Interrail/ Eurail/ Klimaticket
- 1.3. The passenger shall produce a receipt on category R trains. A receipt for the payment of a price shall refer to a:
 - 1.3.1. receipt confirming the payment of a fare for carriage of a dog
 - 1.3.2. receipt confirming the payment of a fare for carriage of a bicycle
 - 1.3.3. seat reservation
- 1.4. The inspection of travel documents and reservation codes in carriages is carried out by the carrier's authorized persons. These persons are authorized to verify whether the passenger is complying with the TCC. The passenger is obliged to produce tickets and receipts to the authorized person for inspection, or to allow verification of a legibly displayed ticket or receipt on their mobile device, or inform the authorized person of the reservation code number immediately after being requested to do so after boarding, or at any time (even repeatedly) during performance of the contract of carriage.
- 1.5. The passenger is obliged to pay the fare according to the tariff valid on the day of carriage and for the particular connection. The fare only applies to the carriage itself unless otherwise specified by the carrier. Any other complimentary services during the journey (newspapers, magazines, steward, hot beverages, Wi-Fi, etc.) are provided as extra services and the passenger is not entitled to any compensation if these services are not provided.
- 1.6. Any handling of the ticket/reservation requires that the passenger produce a nine-/ten-digit code of the ticket/account/RegioJet Pay, or QR code.
- 1.7. All the carrier's connections served by category RJ trains are "compulsory seat reservation" (see Article IV Clause 22) with the exception of train numbers RJ 1004 and RJ 1006 on the line Návsí–Prague, where holders of fixed-period route tickets within the ODIS have seats reserved in the Low Cost carriage (twenty seats with the lowest numbers).
 - 1.7.1. A ticket with a reservation in a category RJ train also includes a free seat reservation. Passengers with a ticket in the SJT or InterRail/EURail tariff on trains of the RJ category must present a valid ticket and a valid seat reservation. If the passenger does not have a seat ticket, he/she is obliged to purchase one.
 - 1.7.2. It is possible to purchase a separate seat for a ticket on a R-category train, for tickets in the SJT, IDS, InterRail/EURail tariff and for Fixed-period route ticket.
- 1.8. If a passenger boards a train and does not have a ticket and sufficient cash, or cannot pay for the ticket in cash on connections where payment by credit card is accepted, he/she will be issued a Notification for the next station by the on-board staff and will be excluded from carriage at the next station. The report slip corresponds to the value of the unpaid fare plus a handling surcharge according to the applicable tariff for issuing a ticket on the train at a busy station and an administrative surcharge of CZK 500/€ 20/ HUF 8000/ PLN 100. The



administrative surcharge will be deducted if the passenger pays on the spot or at any RJ or STUDENT AGENCY sales point within five days of the journey. If the Report Card is not paid within five days, the legal recovery of the debt stated on the Report Card will be proceeded with.

- 1.9. A ticket, receipt or a fare discount card is deemed invalid under the following conditions:
 - 1.9.1. the passenger has failed to fulfil the conditions stipulated for use of the aforementioned travel documents or their inspection;
 - 1.9.2. prescribed data or parts of the aforementioned travel documents are missing, or are inaccurate, or have been changed or tampered with;
 - 1.9.3. the travel document has been damaged to such an extent that key data is illegible or does not allow for any verification of validity or legitimacy of use;
 - 1.9.4. The right arising from the contract of carriage has already been asserted;
 - 1.9.5. it has expired;
 - 1.9.6. it was submitted for inspection prior to the commencement of validity;
 - 1.9.7. in the case of RJ fixed-date tickets, the ticket is not an original;
 - 1.9.8. in the case of flexible, IDS or SJT tickets the same ticket has been produced by other passengers; only the first use of a flexible, IDS or SJT ticket is considered valid use.
- 1.10. The authorized employee of RJ shall not accept an invalid travel document and the passenger shall be obliged to pay the fare to which they prove to be entitled, along with a handling fee pursuant to the TCC. Where the passenger cannot give the reservation code of the ticket/account code/ RegioJet Pay code onto which is entered the valid ticket, they shall be obliged to purchase a new ticket. The amount paid for the new ticket is not reimbursed.
- 1.11. The carrier shall not replace or reimburse lost, stolen, damaged, illegible or tampered-with tickets, receipts or discount cards.
- 1.12. Special discounts and promotional discounts are always governed by the respective conditions publicized for that particular type of discount or promotional event.
- 1.13. Where the passenger has entered false or non-existent data during online booking, the carrier is entitled to cancel the reservation prior to its expiry without reimbursing the passenger.
- 1.14. The decisive time to determine the deadline for cancelling all types of tickets is the technological time in the RegioJet booking system.
- 1.15. The conditions applicable to a particular ticket are shown on the ticket and are binding.
- 1.16. Where a ticket has been booked and paid for online through a partner, without using the booking system of the carrier, it can only be cancelled with that partner. All transactions vis-à-vis tickets bought via the partner, not using the booking system of the carrier, must be resolved only with that partner.



- 2. Types of ticket; the carrier sells and accepts the following types of tickets:
 - 2.1. Fixed-date ticket with reservation
 - 2.1.1. This is a ticket issued at the point of sale for a specific date, connection and route.
 - 2.1.2. A fixed-date ticket can be cancelled in person at any POS or online at www.regiojet.com
 - 2.1.3. It is possible to change / cancel the ticket according to the conditions for cancellation and booking stated on the ticket.
 - 2.2. RegioJet Pay, including special offer tickets
 - 2.2.1. This is a ticket issued to a particular passenger and used for multiple rides.
 - 2.2.2. In order to obtain RegioJet Pay the passenger must fill in a registration form at <u>www.regiojet.com</u>. They can pick up their RegioJet Pay card at selected points of sale, subject to the submission of a proof of identity. Any change (first name, last name and e-mail address) is possible only at points of sale once the passenger has produced proof of identity and demonstrated an entitlement to the change.
 - 2.2.3. RegioJet Pay is transferrable; the number of reservations made is limited only by the outstanding balance; tickets to any class/tariff can be booked via the website.

RegioJet Pay can be used as a fixed-period route ticket for category R connections. The fixed-period route ticket is non-transferrable; it can only be used by the passenger whose personal data is printed on the card. The passenger shall prove their identity via a form of ID.

- 2.2.4. Reservations via RegioJet Pay can be made at least five minutes before scheduled departure from the particular station. It is possible to change / cancel the ticket according to the conditions for cancellation and booking stated on the ticket. Reservations via RegioJet Pay cannot be made or cancelled at points of sale, by the phone and by e-mail.
- 2.2.5. A RegioJet Pay account can be charged in cash at any point of sale of RegioJet/STUDENT AGENCY or by credit card, or other methods of online payment, by bank transfer at <u>www.regiojet.com</u>. The minimum amount that can be charged is CZK 300 (EUR 10). The maximum amount that can be charged is CZK 5,000 (EUR 200). Amounts outside these limits can be charged online (using a credit card or other methods of online payment) at <u>www.regiojet.com</u>.
- 2.2.6. The outstanding balance on RegioJet Pay can be withdrawn only in full at any RegioJet/STUDENT AGENCY point of sale, subject to submission of a proof of identity. If you have made an online payment by credit card, the balance can only be refunded to the account from which the transaction was made. In this case, please contact us at info@regiojet.cz. The withdrawal of the balance does not require the closing of the RegioJet Pay account.
- 2.2.7. Loss of your Regiolet Pay card: Regiolet Pay can be blocked once the owner has identified themselves via +420 222 222 221 or at any point of sale of Regiolet/STUDENT AGENCY. Once the holder has produced their proof of identity at a point of sale, a new Regiolet Pay card can be issued with a new code.



- 2.2.8. The owner can cancel their RegioJet Pay by writing to the registered office of the company or by e-mailing <u>info@regiojet.cz</u>. A RegioJet Pay/account cannot be terminated with an active reservation and balance. The balance can be withdrawn pursuant to Article IV Clause 12.
- 2.3. E-ticket:
 - 2.3.1. This is a ticket purchased online at <u>www.regiojet.com</u> or through the mobile app.
 - 2.3.2. The ticket is issued for a particular route, date and time. Changes or cancellations can be made online via the mobile app or at points of sale under the conditions governing cancellations and changes as shown on the ticket.
- 2.4. Open ticket only for category RJ connections:
 - 2.4.1. Ticket of a particular value without any reservation attached to it.
 - 2.4.2. Before use, the ticket must be reserved for a particular date, time and connection. The reservation can be made providing the value of the open ticket is the same or higher than the fare for the particular connection.

Where the value of the open ticket is lower than the price of the reservation, the passenger can charge the open ticket in cash (points of sale, <u>www.regiojet.com</u>) and then use the ticket for the date, time and connection as they wish.

- 2.4.3. Reservation of an open ticket can be made no later than 5 minutes before scheduled departure. Cancellations or changes can be made free of charge at <u>www.regiojet.com</u> at least 15 minutes before scheduled departure. Cancellation of an unused open ticket (returning the ticket) is possible at any point of sale at any time with no charge.
- 2.5. Flexible ticket without reservation, applies to category R trains:
 - 2.5.1. This is a ticket purchased for a fixed date allowing the holder to travel on any category R connection on the RegioJet R8 and R23 line in the direction shown on the ticket.
 - 2.5.2. The validity of the flexible ticket is shown on the ticket; the ticket is always valid until 4:00 a.m. the next day.
 - 2.5.3.Flexible tickets can be bought online through the carrier's system or at the carrier's points of sale.
 - 2.5.4. Passengers with an RJ flexible ticket are not entitled to free seat reservation.
 - 2.5.5. In the event of using a flexible ticket (valid for R trains only) on an RJ connection, the passenger shall pay a supplementary charge or reservation for use of an RJ connection without valid reservation.
- 2.6. Fixed-period route ticket for category R connections:
 - 2.6.1. This is a non-transferrable ticket attached to RegioJet Pay. It can only be used by the passenger whose data is on the ticket. The passenger shall produce their proof of identity.



- 2.6.2. A fixed-period route ticket grants the holder unlimited journeys on RegioJet trains on the RegioJet R8 and R23 line, on the route shown on the ticket, in either direction or any section, during the validity of the ticket.
- 2.6.3. Fixed-period route tickets are issued for a particular route and time period. Their validity is always shown on the ticket. The period of validity cannot be subsequently changed.
- 2.6.4. A route ticket can be bought for Low cost tariff (Class 2) for different travel periods: 7 days, 30 days and 90 days.
- 2.6.5. Fixed-period route tickets can be purchased via the carrier's system or at their points of sale. Fixed-period route tickets can only be cancelled before the start of validity by e-mail request to: reditel@regiojet.cz.
- 2.6.6.Holders of fixed-period route tickets are not entitled to free seat reservation.

The above RJ tickets cannot be cancelled if the passenger has already used them to enter the RJ waiting room. The seller does not have to pay the compensation/ticket balance in cash at the point of sale if the amount exceeds CZK $500/ \le 20$. In this case, the passenger will request the compensation/ticket balance via a form and the money will be sent to his/her bank account.

- 2.7. Regarding integrated public transport systems, RJ accepts and acknowledges the following tickets within the respective integrated public transport systems and these tickets are valid only in Low Cost (Class 2):
 - 2.7.1. on category RJ trains (RJ Návsí–Prague), the carrier accepts electronic fixed-period long-term tickets sold by ODIS and uploaded on an ODIS contactless card. Holders of fixed-period route tickets (ODIS) on the line Návsí-Prague have reserved for them the first 20 seats with the lowest numbers in the Low Cost carriage;
 - 2.7.2. on connections served by category R trains between Hranice na Moravě and Bohumín, the carrier accepts all valid tickets of ODIS;
 - 2.7.3. on connections served by category R trains between Nezamyslice and Hranice na Moravě, the carrier accepts all valid tickets of IDSOK;
 - 2.7.4. on connections served by category R trains between Brno Královo Pole and Nezamyslice, the carrier accepts all valid tickets of IDS JMK.
 - 2.7.5. on connections of category RJ between stations Brno Břeclav, the carrier accepts electronic travel documents IDS JMK for line R50 issued in the POSEIDON application.
 - 2.7.6.More information can be found in the respective terms and conditions of carriage of these integrated public transport systems at: <u>www.kodis.cz</u>, <u>www.idsok.cz</u>, <u>www.idsjmk.cz</u>, <u>doprava.kr-ustecky.cz</u>, <u>pid.cz</u>
 - 2.7.7. Passengers with integrated public transport tickets are not entitled to free seat reservation on category R trains.



- 2.7.8.Passengers with an IDS ticket on R category trains have reserved seats in a designated carriage.
- 2.7.9.An integrated public transport ticket is valid for the journey between all stations listed on the ticket at which the train stops according to the valid timetable. The validity of an integrated public transport ticket cannot start / end at a station where the train does not stop according to the valid timetable.
- 2.8. On the R8 and R23 lines and on commercial domestic routes of category RJ, SJT One Tickets are valid travel documents in accordance with SJT TCC. On-board of these routes, RegioJet will accept all valid SJT One Tickets in electronic or printed form issued according to the SJT TCC.
 - 2.8.1.For all detailed information, passengers travelling with SJT One Tickets refer to SJT TCC published as a separate document issued by Cendis s. p.
 - 2.8.2. Passengers with SJT OneTtickets are not entitled to free reservations, unless RJ stipulates otherwise. Seat reservation can be purchased at the RJ sales point or at <u>www.regiojet.com</u> On trains of the RJ category, seat reservations are compulsory and passengers with an SJT travel document must purchase them at www.regiojet.cz or at the latest after boarding on board the train with an authorised employee.
 - 2.8.3.Passengers with SJT One Tickets travelling on the R or RJ category trains will use the respective travel class (1st or 2nd class) depending on the class for which they have purchased the SJT One Ticket. Passengers with the 1st class SJT One Tickets travel in the Business Class 1st Class without free seat reservation. Passengers with the 2nd class SJT One Tickets travel in the Low-Cost class 2nd class without free seat reservation. Passengers with the 2nd Class SJT One Tickets travel in the Standard class 2nd class only if they have purchased RegioJet seat reservation valid in the Standard class 2nd class. A seat reservation is always required for travel on RJ trains.
 - 2.8.4.Proof of entitlement to a discount, surcharges, conditions for the validity and acceptance of tickets, etc. are regulated by the SJT TCC and within the SJT TCC.
- 2.9. The additional service Departure Guarantee is governed by the Contractual Conditions of Carriage of Student Agency k.s.
- 3. Fare discount card
 - 3.1. A fare discount card is an ID card giving the holder the right to purchase special types of fare.
 - 3.2. The passenger shall submit for verification their fare discount card to the authorized employee of RJ:
 - 3.2.1. along with their ticket immediately whenever requested upon boarding or during the performance of the contract of carriage, even repeatedly;



- 3.2.2. to the teamleader-crewmember during the purchase of a ticket on the train, with the exception of a ticket bought by advance sale;
- 3.2.3. if asked to do so by an authorized employee of RJ at a point of sale during the purchase of the ticket.
- 3.3. Where the passenger fails to prove their entitlement to the discount during ticket inspection on the train, the passenger shall be obliged to pay the difference.
- 3.4. Where a fare discount card has a photo of the holder, the photo must portray the holder's current likeness.
- 3.5. All passengers claiming discounts provided on the particular line are obliged to prove their entitlement to that discount as follows:
 - 3.5.1. passengers aged 15-17, by any ID with their first name, last name, date of birth and photo;
 - 3.5.2. students, by any ISIC card (either a physical card or in electronic form on their mobile device), ISIC with payment card functionalities, or a valid pupil ID issued by a public transport carrier;

the ISIC card shows the expiry date, or the card is valid provided it has been extended with a revalidation stamp (in the form of a holographic sticker) showing until when the card is valid. The essentials of a pupil ID or the ISIC card are governed by an internal regulation on the granting of reduced fares for children, youth, students and senior citizens;

- 3.5.3. senior citizens, by proof of identity, passport or driving license with their photo and date of birth;
- 3.5.4. passengers with a disability, by a valid ZTP or ZTP/P card issued in the Czech Republic (also in the form of Skarta); an assistant of a ZTP/P holder identifies themselves by the respective ID card of the person they are assisting; they are entitled to free carriage on the territory of the Czech Republic together with the ZTP/P tariff;
- 3.5.5. passengers with a disability of the 3rd degree by presenting a "Fare discount certificate for disabled persons in the third degree" issued by the Czech Social Security Administration and proof of identity.
- 3.5.6. passengers entitled to free carriage, the respective valid ID with their photo, name and date of birth.
- 4. Seat reservations on category R and RJ trains
 - 4.1. A seat reservation is a document proving payment for a seat reservation on a particular connection, carriage and date.
 - 4.2. A seat reservation is only valid in combination with a valid ticket, and applies to the seat in the train and to the destination shown on the seat reservation.
 - 4.3. The passenger is entitled to one seat reservation for each connection used, as long as the seat reservations are not sold out.
 - 4.4. Prices of seat reservations are listed in *Tariff RegioJet*.



- 5. The handling fee on category R trains is charged according to Tariff RegioJet R8 and R23 upon boarding in a staffed station, provided the passenger actively approaches an authorized employee of RJ no later than during the ticket inspection.
 - 5.1. A handling fee is not charged for the purchase of a ticket from, or payment of a supplementary charge to, an authorized employee of RJ as long as the passenger actively approaches the authorized employee of RJ no later than during the ticket inspection:
 - 5.1.1. in the case of boarding at an unstaffed station, i.e. where an RJ ticket office is not available or where it was closed for the particular connection;
 - 5.1.2. in the case of boarding at a staffed station, if the passenger needs to pay a supplementary charge for a Class 1 ticket, or in the case of the need to travel beyond the original destination, or in the case of the issue of fare for a holder of the ZTP and ZTP/P card;
 - 5.1.3.at the first inspection of travel documents after a transfer from a regular-service train of any railway carrier upon presenting a valid travel document of the relevant carrier of the connecting train;
 - 5.1.4.ČD Cargo train drivers who can prove themselves with a service card.

Article VII: Carriage of children under the age of 6 and reduced mobility passengers

- Children under 6 years of age (i.e. up to the day before their 6th birthday) may only be transported accompanied by a person over 10 years of age, and only on the domestic route; this person shall be responsible in particular for preventing the child from moving; on a train outside the compartment without his/her accompaniment, and on the platform, for preventing children from moving on the track and in the vicinity of the arriving train.
- 2. With regard to seats in carriages that the carrier has set aside and labelled as being for passengers with children under the age of 10, the aforementioned category of passengers has priority. The consuming of alcoholic beverages is not allowed in these area.
- 3. Carriage of reduced mobility passengers who do not require any assistance from employees of the carrier during boarding, disembarking or making connections need not be pre-ordered.
- 4. Requests for carriage of passengers in wheelchairs must be made in advance at the point of sale of RegioJet/STUDENT AGENCY or by phone at +420 222 222 221, or via an order form in the carrier's booking system, at least:
 - 4.1. 24 hours before departure, in the case of the following departure/arrival stations: Prague Main Train Station, Pardubice hl. n., Zábřeh na Moravě, Olomouc hl. n., Ostrava–Svinov, Ostrava–Stodolní, Český Těšín, Třinec centrum, Bystřice, Návsí, Žilina, Poprad–Tatry, Košice, Bratislava hl. st., Břeclav, Wien–Hauptbahnhof, Opava–východ, Přerov, Studénka, Vyškov na Moravě, Nymburk, Lysá nad Labem, Litoměřice, Poděbrady
 - 4.2. 48 hours before departure from/arrival at: Hranice na Moravě, Havířov, Brno hlavní nádraží, Česká Třebová, Svitavy, Bohumín, Suchdol nad Odrou, Brno Královo Pole, Ostrava hl. n., Kolín, Ústí nad Labem, hl.n., Rijeka.



- 4.3. In the case of stations where RegioJet mobile platforms need to be ordered (ordered at least 24 hours before departure), upon the arrival of the train, the passenger shall approach the crew of the carriage for which they have a ticket. The crew is notified in advance and shall assist during boarding and disembarking;
- 4.4. In the case of stations where RegioJet uses a third-party ramp (transport must be ordered at least 48 hours before departure), the client must come to the information desk/centre of České dráhy at the boarding station least 15 minutes before departure.
- 4.5. Due to issues with infrastructure, we do not provide carriage for reduced mobility passengers from/to stations which are not listed above.
- 5. The dimensions of the wheelchair must be in accordance with the maximum values specified in the mandatory regulation of the European Union TSI PRM, Annex M. In RJ category trains, only a wheelchair equipped with a functional handbrake to secure it during transport may be transported. The total weight of the wheelchair, including the passenger, must not exceed 300 kg and the width must not exceed 60 cm.

Article VIII: Carriage of luggage, bicycles and animals

- 1. Luggage
 - 1.1. Passengers may take with them items of luggage whose size, shape or weight means they can be quickly and without special effort loaded onto the train and stowed in the carriage or the luggage compartment, and provided such luggage does not endanger the safety of carriage, does not cause nuisance to other passengers, and does not consist of items prohibited from being transported.
 - 1.2. Where an item of luggage cannot be stowed underneath or above the passenger's seat, it can be stowed in the carriage so that it does not constitute an obstacle, according to the crew's instructions. If the piece of luggage cannot be stowed as explained above, the carrier may refuse its carriage.
 - 1.3. Passengers may not bring luggage containing items which, due to their properties, may pose a risk to the safety of rail transport or cause damage to the carriage, or health and life of persons or property. Such items are those which may cause diseases, loaded firearms, explosives, poisons, radioactive substances, volatile or caustic agents, or items that may cause offense or disgust.
 - 1.4. The passenger is obliged to keep their luggage under supervision throughout the journey and ensure its safe handling. They are responsible for any damage caused as a result of carriage of their luggage. The carrier is not responsible for any loss, damage or destruction of luggage.
 - 1.5. On the special international train line Prague Rijeka, a passenger with a valid ticket may take with them 1 carry-on luggage and maximum of one piece of luggage which meets the conditions pursuant to Article VIII, 1.1 1.3.
 - 1.6. Carriage of baggage may be restricted for technological reasons and is only possible until the seat capacity of the train/carriage designated for their carriage is exhausted.
 - 1.7. No contract of carriage is concluded for the purpose of carriage of luggage.



2. Baby carriages / prams

- 2.1. Baby carriages are free of charge on category RJ trains, as long as they are folded and placed above or underneath the passenger's seat. Where a baby carriage cannot be placed as described, it shall be folded and stored in the front compartment of the carriage according to the crew's instructions. The maximum dimensions of a folded baby carriage shall be 60 (w) x 45 (I) x 120 (h) cm. If there is no space for this purpose in the front compartments, the carrier may refuse carriage of the baby carriage and the passenger shall be entitled to a 100% fare refund. The passenger is obliged to supervise their baby carriage during the journey and is responsible for the safe handling of the baby carriage. They are responsible for any damage caused as a result of carriage of the baby carriage.
- 2.2. Baby carriages are transported free of charge on category R trains. They must be put in the place designated for this purpose. Where a baby carriage cannot be placed as stated above, it is placed according to the crew's instructions. Carriage of baby carriages can be restricted for operational reasons and is subject to space available on the train or the carriage designated for this purpose. The passenger is obliged to supervise their baby carriage during the journey and is responsible for the safe handling of the baby carriage. They are responsible for any damage caused as a result of carriage of the baby carriage. The carrier is not responsible for any loss, damage or destruction of a baby carriage.
- 3. Bicycles/scooters/skis/snowboards
 - 3.1. The transport of bicycles/electric bikes, scooters/electric scooters with a length of more than 120 cm and skis is only possible as luggage with a compulsory reservation of a place for the bike and only on trains marked with the bike symbol in the valid timetable.

Transportation of bicycles/electric bikes, scooters/electric scooters and skis is charged according to the applicable tariff.

It is possible to transport bicycles and others of less than 120 cm in length free of charge, or as luggage folded and packed in a wrapper or bag and placed in the luggage compartment in such a way that neither other passengers nor the carrier are endangered or restricted, see Article VIII, paragraph 1.

Transportation of persons on bicycles and scooters on trains is not allowed. The exception is bicycles, which serve as a compensatory aid for selected groups of passengers. Compensatory aids are transported free of charge, but their transport is conditional on proof of entitlement to a compensatory aid in the form of a ZTP or ZTP/P card or a certificate of disability of the 3rd degree.

If, for operational reasons, the wagon intended for the transport of bicycles is replaced by another wagon, the transport of the bicycles duly ordered for transport will take place on the front of the wagon according to the instructions of the crew.

3.1.1. Electric bicycles and electric scooters may only be transported when completely switched off, if they are equipped with a switch to prevent accidental switching on. If they are not equipped with such a switch, they must be transported with the battery removed so that it does not present any danger to passengers or carriers. If an electric



bicycle/scooter does not have any of these safety features, it is not possible to transported on RJ trains.

Charging electric bikes and scooters during transport is prohibited.

3.1.2. The passenger is obliged to supervise the (electric) bike/ (electric) scooter/ skis during the entire transport. He/she is obliged to ensure safe handling and is liable for any damage caused by the transport of the (electric) bicycle/(electric) scooter/skis to the carrier or another passenger.

The passenger is obliged to pay the reservation fee according to the valid tariff.

- 3.1.3. The Carrier shall not be liable for loss, damage or destruction of these means. It does not guarantee the involvement of trains allowing the transport of bicycles, scooters, skis as luggage.
- 3.1.4. The carrier has the right to exclude the aforementioned means of transport:
 - If the passenger does not have a valid reservation for a bicycle
 - If they are in violation of safety regulations
 - If the transport would endanger passengers, staff or the carrier
 - Due to poor technical condition of the means of transport or heavy pollution
 - In case of insufficient space in the transport compartments
- 3.2. Transportation of (electric) bikes/ (electric) scooters/ skis on individual lines:
 - Bicycle transport is possible on trains on the Prague Rijeka special international line with a compulsory reservation of a bicycle seat and upon payment of the price for transporting a bicycle according to the price list specified in the RegioJet Tariff.
 - On trains of category R, space is reserved on each train for the carriage of bicycles and other equipment. It is compulsory to reserve a space for the carriage of a bicycle on trains of category R. The price for reserving a seat/carrying a bicycle is specified in the RegioJet Tariff.
 - On trains of category R, within the framework of the recognition of IDS tickets on given sections, the RJ SPP and the individual IDS SPP are always valid for the carriage of a bicycle. The RJ will only provide bicycle transport in the event of spare capacity.
 - 3.2.1. Bicycle transport in IDS MSK is governed by the ODIS Tariff and also by the RJ Tariff and it is always necessary to pay the reservation fee for bicycle transport,
 - 3.2.2. bicycle transport in the JMK IDS is governed by the JMK IDS Tariff and the RJ Tariff, according to which it is always necessary to pay a reservation fee for bicycle transport,
 - 3.2.3. Transportation of a bicycle in IDSOK is governed by the IDSOK Tariff and also by the RJ Tariff, according to which it is always necessary to pay a reservation fee for transporting the bicycle,
 - 3.2.4. Bicycle transport in PID is governed by the RJ Tariff and a fare must be paid for the bicycle,



- 3.2.5. Transportation of a bicycle in the DUC is governed by the DUC Tariff and also by the RJ Tariff, according to which a reservation fee for transporting the bicycle must always be paid.
- Ve vlacích kategorie RJ přeprava jízdních kol/elektrokol, koloběžek/elektrokoloběžek o délce více než 120cm a lyží není povolena. Přeprava kol a dalších o délce méně než 120cm je možná pouze jako zavazadla viz. čl. VIII, odstavec 1. Podmínkou je bezpečné zabalení v obalu nebo tašce a uložení na místě pro zavazadla, tak aby nebyli ohroženi ani omezeni ostatní cestující ani dopravce.

4. Animals

- 4.1. Passengers may carry small animals onto the train provided special regulations do not restrict such carriage, or provided these animals do not constitute nuisance, and provided they are kept in a lockable container with a solid bottom whose size is consistent with that of a piece of luggage. The dimensions of the container shall not exceed 40 x 50 x 50 cm. The animal can be carried only when accompanied by a passenger and kept under constant supervision; such animals are carried free of charge.
- 4.2. The obligation to carry an animal in a container on category R trains does not apply to dogs, provided the dog is muzzled from the moment of boarding and is kept on a short lead. Dogs can only be transported in Low cost (Class 2) carriages and are not allowed on seats. The fee for carriage of a dog is stipulated in Tariff RegioJet. Carriage of dogs and other animals outside an enclosed container is forbidden on all category RJ trains.
- 4.3. Carriage of animals is forbidden in sleeper and couchette carriages, with the exception of assistance or guide dogs.
- 4.4. All RJ and category R trains allow free carriage of guide or assistance dogs (properly identified and with a certificate), provided they travel with a holder of a ZTP or ZTP/P card issued in the Czech Republic, or their trainer.
- 4.5. Carriage of animals is forbidden on special international train line Prague Rijeka with the exception of assistance or guide dogs.
- 5. For passengers with IDS, SJT, KlimaTicket, Interrail/Eurail documents, the transport of luggage and animals is governed by the RegioJet Tariff and TCC RJ.

Article IX: Sleeper carriages and couchette carriages

- 1. A sleeper or couchette carriage is identified as such in the booking system. A ticket for a sleeper or couchette carriage can be booked in the same manner as any other ticket.
- 2. The sale of tickets for sleeper and couchette carriages is usually terminated before the train departs. Cancellation of a ticket for a sleeper or couchette carriage may be made in accordance with the cancellation and rebooking conditions specified on the ticket.
- 3. Sleeper and couchette compartments are mixed (men-women). Subject to operational circumstances, a compartment for women only can be offered via the booking system. A women-only compartment would be identified by a pictogram in the booking system. The compartment can only be occupied by women, or women traveling with a child under the age of 10. Should a



male passenger buy a ticket to this compartment, he will be relocated. If there is no bed/couchette available, he will be entitled to full refund.

- 4. Passengers who wish to occupy the entire compartment must occupy all beds/couchettes or pay for the unoccupied ones.
- 5. Seats are converted to couchettes around 10:00 p.m. or at a different time subject to agreement among the travelling passengers.
- Passengers are obliged to respect the "night regime" (maintaining peace and quiet) between midnight and 5:00 a.m. During this time, the on-board service is also limited and there are no onboard radio information messages broadcasted. The "night regime" for the special service Prague - Rijeka is 24:00 - 7:00 and for quiet cars from 22:00 - 07:00.

Article X: Fare reimbursement

1. Compensation of fares due to delays

Information on whether the delay was caused or not caused by the carrier is always provided by the train staff - team leader of the connection.

The passenger is not entitled to compensation if he/she has requested a refund of the fare on the basis of the information about the delay and the contract of carriage has not been formed, or if the passenger is informed about the delay before he/she buys the ticket, or if the delay remains due to the continuation of another service or re-routing, is less than 60 minutes.

- 1.1. <u>Compensation for delays caused by the carrier RegioJet a.s.</u>
- The right to this compensation arises if there is a technical defect on the RegioJet train set that causes the delay of the train or if the delay is caused by operational reasons on the part of the carrier. The amount of compensation varies by train line:

Line	Route	Delay in min.	compensation in % of the price paid
Category R R8 Brno - Bohumín R23 Kolín - Ústí nad Labem	R8 Brno - Bohumín	46-90	50%
	R23 Kolín - Ústí nad Labem	91 and more	100%
Caregory RJ Domestic tickets	Praha - Brno Praha - Havířov/Návsí/Opava/ Bohumín Praha – Vídeň Praha – Bratislava Praha – Vídeň letiště (GE)	30-59	10%
		60-119	50%
		120 and more	100%
		60-119	25%
Kategorie RJ Domestic tickets	Praha - Košice Praha - Žilina Praha - Budapešť	120-240	50%
		241 and more	100%



U	Praha - Košice Praha – Bratislava	60-119	25%
tickets	Praha – Vídeň Praha - Budapešť	120 and more	50%

1.2. Compensation for delays not caused by RegioJet a.s.

- $\circ\;$ the delay was caused by the operation of the railway transport infrastructure or by the operation of another carrier
- the delay was caused by construction work or a fault on the railway transport infrastructure
- In case of a combination of culpable and non-culpable delay, the client is entitled to compensation according to whichever delay was greater. Compensation cannot be cumulative. The maximum amount of compensation is 100% of the fare.
- If a passenger is entitled to fare compensation due to a delay not caused by RegioJet a.s., provided that it was caused by circumstances not originating in railway operations, the amount of such compensation shall be determined in accordance with the table set out in clause 1.2 below.

Line	Route	Delay in min.	compensation in % of the price paid
Category R	R8 Brno - Bohumín R23 Kolín - Ústí nad Labem	60-119	25%
		120 and more	100%
Caracam, DI	Praha - Brno Praha - Havířov/Návsí/Opava/ Bohumín Praha – Vídeň Praha – Bratislava Praha – Vídeň letiště (GE)	60-119	25%
Caregory RJ Domestic tickets		120-180	50%
		181 and more	100%
Kategorie RJ Domestic tickets	Praha - Košice Praha - Žilina Praha - Budapešť	60-119	25%
		120-240	50%
		241 and more	100%
Kategorie RJPraha - KošiceInternationalPraha - BratislavaticketsPraha - VídeňPraha - Budapešť		60-119	25%
		120 and more	50%

• The amount of compensation for uncaused delays is as follows:

1.3. The passenger is not entitled to compensation if RJ can prove that the delay, missed connection or cancellation was directly or inextricably caused by:



- extraordinary circumstances not originating in railway operations, such as exceptional weather conditions, major natural disasters or major public health crises (e.g. pandemics), which the railway undertaking could not have prevented and could not have averted their consequences despite having taken care appropriate to the particular situation;
- the fault of the passenger; or
- conduct of a third party which the railway undertaking could not have prevented despite having exercised due care appropriate to the situation and the consequences of which it could not have averted, such as persons on the track, theft of cables, train incidents, law enforcement activities, sabotage or terrorism
- If the delay occurred outside the EU.
- o The compensation distribution table can be found at regiojet.cz/garance. Passengers with SJT, IDS, Eurail, Interrail, Klimaticket tickets cannot apply for compensation according to this table.
- o Fare compensation does not apply to connections operated by another carrier (SAD Humenné, MT lines, Ukrzaliznytsia UŽ, etc.).

2. Compensation for non-functioning heating/air conditioning

- 2.1. In the event of non-functioning heating/air conditioning, passengers are entitled to compensation up to up to 100% of the ticket price paid if they cannot be transferred to another carriage with working heating/air conditioning and are forced to travel in a carriage with non-functioning heating/air conditioning.
- 2.2. On the Prague Přemyšl line in winter, if the heating system is not working, the passenger is entitled to to compensation of 25% of the paid ticket price.

3. Compensation for failure to change trains

- 3.1. In the event that the train does not include the carriage for which the passenger has purchased a ticket or seat reservation and it is not possible to place the passenger on another carriage, such passenger will be transported free of charge (the price of the ticket will be refunded in full) either as a standing passenger on the train in question or on the next train to which the reservation will be transferred in the event of a vacancy.
- 3.2. In the event that a client with a seat ticket for an SJT, IDS or time ticket is seated in a seat other than the one indicated on the seat ticket, the full amount will be refunded for the seat ticket.
- 3.3. Compensation for alternative bus transport for passengers with a ticket in fare class Business (1st class) :
 - Compensation is due if at least 30% of the route specified of the route on the ticket is completed by the client in an alternative bus service where he/she was unable to use the Business class.
 - The amount of this compensation will correspond to the difference between the price in Business fare class and the fare in fare class 2 for the section covered by the alternative bus service.



3.4. Car change compensation:

Category	Purchased class	Allocated class	compensation in % of the price paid
		Relax (2. tř.)	50%
	Business (1.tř.)	Standard/Low cost (2.tř.)	100%
RJ		Standard (2.tř.)	50%
	Relax (2.tř.)	Low cost (2.tř.)	100%
	Standard (2.tř.)	Low cost (2.tř.)	50%
		Standard (2.tř.)	25%
R	Business (1.tř.)	Low cost (2.tř.)	50%
	Standard (2.tř.)	Low cost (2.tř.)	25%
	Sleeper (berth) carriage	Couchette carriage	50%
Sleeper or couchette carriages	Sleeper or couchette carriage	Seat	100%
	Sleeper or couchette carriage (line Praha-Přemyšl)	Seat	50%

4. Compensation procedure

- Credit Tickets (RegioJet Pay) and Open Tickets: the value of the compensation is automatically credited to the holder of the Credit Ticket (RegioJet Pay) / Open Ticket within 5 working days.
- Fixed-date tickets: the compensation value is automatically credited to the passenger to the passenger's ticket account within 5 working days.
- The passenger must claim the compensation awarded no later than 6 months after the compensation is awarded and collect it in cash at any RegioJet/STUDENT AGENCY branch.
- Compensation/ticket balance may not be paid in cash by the seller at the point of sale if the amount exceeds CZK 500/€ 20. In this case, the passenger will request the compensation/ticket balance via a form and the money will then be sent to his/her bank account.
- Complaints can be made using the form <u>https://regiojet.com/services/your-feedback</u>

Article XI: Lost and found

 Should a passenger lose or forget something on a RJ train, they can ask the trainmaster-teamleader for assistance or contact a point of sale at a train station. Or they can contact the Lost and Found Department (<u>ztraty.vlaky@regiojet.cz</u>, tel: +420 222 222 221), between 6:00 and 23:00 where a records of all items found on trains and their collection by owners. Effort will be made to find the lost item.



- 2. If the lost item is found, it will be returned to the passenger once they have provided their personal data and described the key attributes of the item or its contents, or it can be handed over to a person authorized by the passenger, subject to submission of a power of attorney for the acceptance of the lost item and the provision of a description of the item's key attributes or its contents, the time and location where the loss occurred, and the circumstances of the loss.
- 3. The passenger or the person authorized by them will acknowledge the receipt and return of the item by signing the relevant form.
- 4. Lost and found items which passengers have not claimed will be handed over to the local municipality pursuant to the provisions of Section 1051 et seq. of the Civil Code.

Article XII: Fines and penalties

- 1. Should the passenger breach the smoking ban or the ban on consumption of their own alcohol on RJ trains, they shall be fined CZK 1,000 / 40 €/ 16 000 HUF/ 200 PLN
- 2. Causing a delay of the train over 1 minute carries a fine of CZK 1,000 / 40 €/ 16 000 HUF/ 200 PLN for each additional minute.
- 3. Any damage to the train carries a fine of CZK 1,000 / 40 €/ 16 000 HUF/ 200 PLN.
- 4. If the passenger does not pay the fine on the spot, he is issued a Report slip. The report corresponds to the amount of the fine increased by an administrative surcharge of CZK 500/ 20 €/ 8 000 HUF/ 100 PLN. The administrative surcharge will be deducted if the passenger pays at the Student Agency or Regiojet point of sale or at any point of sale within 5 days of completing the trip. If the Report is not paid within 5 days, the legal enforcement of the claim stated on the Report will be proceeded.

Article XIII: Complaints related to carriage of passengers

- 1. Complaints related to the carriage of passengers and luggage can be lodged in English, German or Czech:
 - 1.1. by e-mail: <u>reditel@regiojet.cz</u>, <u>riaditel@regiojet.sk</u>, <u>director@regiojet.com</u>, <u>direktor@regiojet.de</u>, <u>direktor@regiojet.at</u>, <u>info@regiojet.cz</u>, <u>info@regiojet.com</u>, <u>info@regiojet.de</u>, <u>info@regiojet.at</u>, <u>info@regiojet.sk</u>;
 - 1.2. by phone: +420 222 222 221 at 6:00 23:00
 - 1.3. by post: STUDENT AGENCY, Dům pánů z Lipé, Náměstí Svobody 86/17, 602 00 Brno;
 - 1.4. in person: STUDENT AGENCY, Dům pánů z Lipé, Náměstí Svobody 86/17, 602 00 Brno; or
 - 1.5. at any STUDENT AGENCY/RegioJet branch.
- 2. Complaints are filed under the reference number assigned to them by our in-house system. The wording of the complaint, along with the course of action taken and communication with the client are also stored in our internal systems.
- Complaints are processed by the RegioJet Customer Centre in Brno, at Dům Pánů z Lipé, Náměstí Svobody 86/17, Brno. The complaints are processed during business hours from 9:00 a.m. until 4:30 p.m. Any employee is authorized to receive a complaint (vendor, call centre), which is then forwarded to the Customer Centre.



- 4. The passenger will be informed within 30 days about the outcome of their complaint by phone, email or letter. However, we attempt to process complaints for the client as soon as possible.
- 5. The outcome of a complaint shall conform to the provisions of these TCC. If the complaint concerns a situation not covered in the TCC, a solution shall be found on an individual basis, based on an evaluation of the circumstances by competent employees and the management of the company. The objective of the procedure is to resolve the complaint in accordance with the valid TCC and in the most convenient manner for the client.
- 6. All phone calls are recorded for the sake of improving our services.
- 7. To resolve disputes out of court, passengers may contact the local competent authority of the country having jurisdiction over the complaint, see. Annex 2 of the TCC.
- 8. Complaints about the carriage of passengers and luggage on the basis of a purchased OneTicket can be submitted via the Cendis s.p. Customer Centre by e-mail to info@oneticket.cz or by telephone at +420 222 266 755. Complaints can also be submitted in person at the sales points of the R8 express train line Brno Ostrava Bohumín and back and the R23 express train line Kolín Ústí nad Labem.



Annex 1

List of legislative norms in the territory of the Unitary States

Czech Republic:

- o zákon č. 266/1994 Sb. o drahách, ve znění pozdějších předpisů,
- vyhláška Ministerstva dopravy ČR č. 175/2000 Sb. o přepravním řádu pro veřejnou drážní a silniční dopravu, ve znění pozdějších předpisů,
- nařízení Evropského parlamentu a Rady (ES) č. 1371/2007 o právech a povinnostech cestujících v železniční přepravě,
- § 36, písmene a) zákona č. 266/1994 Sb. o dráhách, v platném znění,
- vyhláška Ministerstva dopravy a spojů ČR č. 175/2000 Sb. o přepravním řádu pro veřejnou drážní a silniční osobní dopravu a dle určených podmínek, stanovených platným cenovým výměrem Ministerstva financí ČR.

Slovak Republic:

- o zákon č. 514/2009 z. o dopravě na drahách
- o zákonem 513/2009, z. o drahách.

Austria:

- o norma o Přepravě osob na železnici (EisbBFG) a právech cestujících
- Zákon o drahách (EisbG)
- Zákonem o provozu Železničních a motorových vozidel ve znění pozdějších úprav.

Poland:

- o Zákon ze dne 15. listopadu 1984
- o Zákon o dopravě
- o Zákon ze dne 28. března 2003 o železniční dopravě



Annex 2

List of national competent authorities for out-of-court dispute resolution

Czech Republic:

- o Česká obchodní inspekce, Štěpánská 567/15, 120 00 Praha 2, www.coi.cz
- o Drážní úřad, Wilsonova 300/8, Praha 2 Vinohrady, 121 06, podatelna@ducr.cz

Slovak Republic:

Slovenská obchodná inšpekcia, Bajkalská 21/A, 821 01 Bratislava, <u>info@soi.sk</u>, +421 (0)2/58272160

<u>Austria:</u>

• Agentur für Passagier- und Fahrgastrechte, Fachbereich Bahn, z.H. Schlichtungsstelle, Linke Wienzeile 4/1/6, 1060 Wien, <u>www.apf.gv.at</u>, Tel.: +43 1 5050707 710, Fax: +43 1 5050707 180.

Poland:

• Prezesa Urzędu Transportu Kolejowego, Aleje Jerozolimskie 134, 02-305 Warszawa, Polska, www.utk.gov.pl, tel.: 22 460 40 80, adres e-mail: pasazer@utk.gov.pl,

Hungary:

 Rail Regulatory Ministry for Innovation and Technology H-1066 Budapest Teréz krt. 38 H-1440 Budapest, Pf. 1., Tel.: +36 1373 14 05, email: Igazgatasiszerv.vasut@itm.gov.hu, Regulatorybody.rail@itm.gov.hu,

Slovenia:

• Agencija za komunikacijska omrežja in storitve Republike Slovenije (Agency for Communication Networks and Services of the Republic of Slovenia), Tel.: +386 1 583 63 00, www.akos-rs.si,

Croatia:

 Hrvatska regulatorna agencija za mrežne djelatnosti - HAKOM: Ulica Roberta Frangeša Mihanovića 9, 10 110 Zagreb, https://www.hakom.hr/default.aspx?id=61, Fax: 385 (0)1 700 70 70.

OneTicket - CENDIS

Complaints about the transport of passengers and luggage on the basis of a purchased OneTicket can be submitted via the Cendis s.p. Customer Centre by e-mail to info@oneticket.cz or by telephone at +420 222 266 755. Complaints can also be submitted in person at the sales points of the R8 express train line Brno - Ostrava - Bohumín and back and the R23 express train line Kolín - Ústí nad Labem.