

# **// REGIOJET**

| STUDENT | AGENCY |

Contractual conditions of carriage of the company  
RegioJet a.s.

Approved on February 1<sup>st</sup> 2019 by the RegioJet a.s. Board of Directors

## **Clause I, Area of Application**

1. These contractual conditions of carriage (hereinafter referred to as "CCC") were approved by the Board of Directors of the company on February 1<sup>st</sup> 2019. They were issued by the carrier RegioJet a.s. (hereinafter referred to as "RJ") in accordance with Act No. 266/1994 Coll., on Railroads, as amended, and Decree of the Ministry of Transport No. 175/2000 Coll., on Transport rules for public rail and road transport, as amended, and Regulation (EC) No. 1371/2007 of the European Parliament and of the Council on Rail passengers' rights and obligations, as well as § 36, pt. a) of Act No. 266/1994 Coll., on Railroads, as amended, and in accordance with Decree of the Ministry of Transport and communications of the Czech Republic No. 175/2000 Coll., on Transport rules for public rail and road passenger transport and pursuant to the stipulated conditions, set by a valid price notification of the Ministry of Finance of the Czech Republic.
2. Within the territory of the Slovak Republic, these CCC also comply with Act. No. 514/2009 Coll., on Transport on railroads, and Act No. 513/2009 Coll., on Railroads.
3. Within the territory of the Austria, passengers' rights are also regulated by the Railway Passenger and Passenger Rights (EisbBFG) and the Railways Act (EisbG) and the Rail and Motor Vehicle Act, as amended.
4. In the case of out-of-court settlement of a consumer dispute, the competent Office according to Act No. 634/1992 Coll. On Consumer Protection may be addressed: Česká obchodní inspekce, Štěpánská 567/15, 120 00 Praha 2.
5. The CCC govern rights, obligations and responsibilities of RJ and of the passengers in a carriage of persons and luggage.
6. The clauses herein are concerned with a transport of people and luggage on all trains operated by RJ, if not otherwise stated in the individual clauses.
7. More detailed ways and procedures when applying maximum prices and the stipulated conditions in passenger transport are specified in the RJ Tariff for domestic transport of passengers and luggage.
8. RJ operates passenger transport within the Integrated Transport System of the Moravian-Silesian Region ODIS on railway lines 320 and 321, respectively. in the section Návsí–Ostrava hl. n. on line R 60–RJ 1002, RJ 1004, RJ 1006. RJ accepts ODIS long-term time tickets (hereinafter referred to as DČJ ODIS) in the above stated train connections.
9. These contractual conditions of carriage come into effect as of February 1<sup>st</sup> 2019.

## **Clause II, Conclusion and Fulfillment of the Contract of Carriage**

1. By concluding the contract of carriage on passenger transport, a legal relationship comes into existence between RJ and the passenger, the subject of which is the obligation of RJ to transport the passenger from the station of departure to the destination station duly and on time by trains listed in the valid train timetable and under the conditions stipulated in the CCC and the RJ Tariff, and the obligation of the passenger to adhere to the conditions of the CCC and the RJ Tariff.

2. The contract of carriage is fulfilled by the transport having been carried out duly in the contracted extent in accordance with the concluded contract of carriage. The contract of carriage is considered fulfilled also when transport has been carried out in an extent different from the contracted extent, if the passenger was rightfully excluded from transport by an authorized person.
3. Authorized persons are the following employees of RJ who identify themselves with a valid RJ employee card, are on duty, and work in the following working positions: steward, stewardess, chief guard of the train, engine driver, traffic controller, head of transport, ticket inspector.

## **Clause III, Rights and Obligations of the Carrier**

1. By concluding the contract of carriage the carrier pledges to transport passengers from the station of departure to the destination station, which are both specified in the transport document, duly and on time.
2. The contract of carriage is concluded when the passenger uses their right of transport based on a transport document by boarding the train with a valid transport document and starts to carry out the required transport. The contract of carriage is also concluded when RJ allows the passenger to board the train without a ticket and pay for the fare without delay immediately after boarding the train.
3. The contract of carriage is fulfilled by the transport having been carried out duly in the contracted extent in accordance with the concluded contract of carriage. The contract of carriage is considered fulfilled also when transport has been carried out in an extent different from the contracted extent, if the passenger was rightfully excluded from transport by an authorized person.
4. The passenger acknowledges that the possible provision of the advertised extra services, especially hot and cold drinks, refreshments, Wi-Fi Internet signal, fun portal connection, daily press, steward(ess) on board, and other marketing bonuses, is entirely at the discretion of the carrier, and the passenger is in no way entitled to the provision of these services by entering into the contract. The services are not offered when there is not enough time for attending to the services, or under unfavourable circumstances.
5. In accordance with the applicable legal regulations, the carrier reserves the right to change timetables, use substitute types of railway carriages, and to change seats. If the timetable is changed, the passenger is entitled to a compensation of the fare or its part (in the case of a partly used tickets) when it is not possible to use the ticket in full.
6. Passengers are not entitled to any compensation for damage, if they were not transported in time due to a reason which was not caused by the carrier (e.g.: impassable railway, irregularities in the rail traffic control, etc.) - see Clause X of these CCC. Should the delay be caused by the carrier, the passenger is entitled to a compensation of the fare, see Clause X.
7. The carrier pledges to use its best efforts to meet requirement of passengers as far as availability of free seats is concerned.

8. In the event of any payment from the part of the passenger on the train, the carrier is obliged to accept cash in the sum amounting to the quintuple of the price of the goods/services at the most.
9. The price for a ticket purchased on the train is governed by the carrier's price list. The carrier has the right to determine the price for a purchase of a ticket on the train according to their internal rules.
10. The carrier has the right to refuse to transport a passenger under the influence of intoxicating substances such as alcohol, drugs, etc.
11. The passenger further acknowledges that in the open space carriage ASTRA (lined up under No.1), there is a quiet zone with only limited service being provided in here. Furthermore, there is no catering provided in the Low cost carriage (usually lined up under No. 0 or 1), only water and daily newsprint are available to the client. Passengers with DČJ ODIS travelling in the Low cost car cannot claim water or newsprint.

## **Clause IV, Rights and Obligations of the Passenger**

1. By concluding the contract of carriage the passenger pledges to abide by these CCC and to pay the price of a transport (hereinafter referred to as "fare") according to the respective tariff or to render them by a travel document (DČJ ODIS) according to the ODIS tariff.
2. Passengers are obliged to present a valid transport document for the purposes of verifying the conclusion of this contract, throughout the course of the fulfilment of the contract of carriage. A valid transport document is a booking number or a printed transport document or a DČJ ODIS.
3. By purchasing the ticket/deposit onto account/deposit to Regiojet Pay, the customer agrees with the CCC and gives the carrier their consent to a personal data processing. The passenger confirms their agreement to these conditions by making the purchase/deposit.
4. The passenger is obliged to check whether the ticket was issued according to their requirements immediately upon obtaining the ticket. If the ticket does not correspond to the data required, they are entitled to refuse the ticket. If passengers notify RJ about the discrepancies in the data on the ticket later, we will proceed in accordance with cancellation conditions, and this will not be considered as a complaint.
5. If passengers miss their departure, they are not entitled to any refund of the fare. If the ticket is composed of several sections, boarding the train/bus means boarding the first train/bus from the whole route. If a passenger does not use any section of the composed route, the passenger loses any claim to be transported in the further trains/buses on their ticket or to any refund of the unused fare.
6. No fare is refunded for an unused or partly used ticket.
7. The passenger is entitled to a refund of the fare if the train they planned to use for transport is delayed of 30 or more minutes from the passenger's departure station, and the passenger with a valid ticket has given up the journey for this reason.
8. The passenger is entitled to a fare refund when the transport is not carried out due to reasons on the part of the carrier.

9. If the delay of the service is caused by reasons on the part of the carrier and results in the passenger missing the connection within one transport contract or if the commenced transport by the service was not completed, the passenger is entitled to one of the following options:
  - 9.1. transport by the earliest suitable train of the same carrier to the place of destination;
  - 9.2. transport by the earliest suitable train of the same carrier to the departure station and a fare refund;
  - 9.3. fare refund for the part of the journey that was not carried out;
  - 9.4. DČJ ODIS passengers do not have the right to refund of the fare.
10. The passenger is not entitled to compensation if they were not transported on time.
11. The passenger has to collect the possible awarded compensation 12 months of its award at the latest. A balance amounting up to CZK 10 / EUR 0.5 inclusive and its equivalent in various currencies can be withdrawn in cash at carrier's points of sale/used for the booking of another ticket only within 3 months of the balance coming into existence.
12. The credit balance on the account/Regiojet Pay caused by cancellations of tickets/award of compensation/a deposit may be withdrawn in cash in RJ/STUDENT AGENCY points of sale or used for the payment of further tickets. The balance on the no-name (unidentified) ticket may be withdrawn up to the amount of CZK 500 / EUR 20. When withdrawing an amount exceeding CZK 500 / EUR 20, the ticket must be with a name (identified), and an ID must be presented. The ID must be presented whenever the ticket is identified. The balances cannot be sent to bank accounts and they must be used solely for the purpose of the purchase of tickets. The credit balance created by an online deposit by a payment card at [www.regiojet.cz](http://www.regiojet.cz) cannot be paid to passengers in cash, it will be returned to the payment card only. Increasing the balance on the account or RegioJet Pay is only possible in the currency in which this ticket/account was set up.
13. The passenger is obliged to take care of their safety and abstain from everything that could threaten the safety of the transport, their own safety, or the safety of other passengers, order, or quiet, or affect the crew in performing their duties or other passengers. Passengers are forbidden, in particular the following:
  - 13.1. to open external doors when the train is in motion;
  - 13.2. to throw objects out of the train when the train is in motion, or let objects protrude out of the train;
  - 13.3. to get off or on when the train is in motion, or lean out of the train;
  - 13.4. to impede the use of operational equipment, hinder the getting off, passage, or getting on the train;
  - 13.5. to smoke on the train, not even an electronic cigarette;
  - 13.6. to use illegal intoxicating or psychotropic substances;

- 13.7. to dirty or damage the train;
- 13.8. to enter premises designated exclusively for the board crew of the train;
- 13.9. to misuse emergency or evacuation elements placed on the train (emergency exit facilities, fire extinguishers, emergency brakes, emergency door opening, etc.).
14. The passenger is obliged to follow the instructions and orders of authorized persons, given to ensure safe, undisturbed and smooth carriage, and comply with them. The passenger can only board or disembark the train in a station which is designated for regular boarding and disembarking, and is listed in the timetable.
15. If the train stops at a place where it does not usually stop according to the timetable, due to operational reasons, the passenger can only get off the train with the consent of an authorized person of the carrier.
16. The passenger is obliged to follow the instructions of the steward(ess) when being seated.
17. Seat reservations are strongly recommended on all the trains. It means the passenger may board the train without a valid ticket. In the event there is no seat available for the whole period of the journey, the steward will assign a space for standing to the passenger, who is obliged to accept this decision. This does not apply to passengers with DČJ ODIS, for whom seats 1–40 are reserved in the Low cost car.
18. Only the stew. teamleader has the right to decide, in the case of a fully occupied train, to allow a passenger to travel without a seat, ie standing.
19. In the event a passenger without a valid ticket wants to board the train, they have to contact an authorized person of the carrier and ask about the possibility to travel with the particular train. In such cases, the passenger will pay the fare to the authorized person immediately after boarding the train.
20. If the passenger interrupts the journey, the ticket validity expires. This does not apply to passengers with DČJ ODIS.
21. The passenger acknowledges and agrees that all telephone conversations between them and RJ are monitored.

## **Clause V, Exclusion from Transport**

1. Passengers may be excluded from transport (even in a station where the train does not regularly stop) if they, in spite of being warned:
  - 1.1. violate the provisions of Clause IV. Section 13, and Clause IX. Section 6;
  - 1.2. behave noisily, play loud music, use audiovisual technology noisily, or bother other passengers by other inappropriate behaviour, smell, etc.;
  - 1.3. dirty the vehicle or premises and equipment for passengers;
  - 1.4. has and uses alcohol on his own;

- 1.5. behaves inappropriately or aggressively to cabin crew, to other RJ staff;
  - 1.6. behaves inappropriately or aggressively to other passengers;
  - 1.7. do not comply with these Contractual Conditions of Carriage or the instructions or orders of a person authorized by the carrier.
2. The passenger who was excluded from transport is not entitled to any fare refund.
  3. If a passenger refuses to be excluded from a transport or refuses to present their personal details, the Police of the Czech Republic will be asked for help, because the passenger's actions constitute an offense under § 50 Art. 1 pt. c), e) and f) of Act No. 266/1994 Coll., on Railroads, as amended. If the passenger's actions constitute an offense, the Police of the Czech Republic is entitled to fine them up to CZK 10,000 for an offense under pt. e), CZK 1,000.000 for an offense under pt. c) and CZK 10,000.000 for an offense under pt. f).
  4. If a passenger who has been excluded from transport boards the RegioJet train again, they will be considered a passenger without a valid transport document, even if they have a document proving the fulfilment of contract of carriage in the particular train. This fulfilment of contract of carriage was completed in the moment the passenger was excluded from transport.
  5. If a passenger was excluded from transport and the company of RegioJet incurred any loss or suffered damage (whether on its property, or financial – unauthorized stop at a station, delay, etc.), the company is going to require and recover compensation for the losses from the passenger.

## **Clause VI, Travel Document and its Particulars**

### **1. General provisions**

- 1.1. The passenger is obliged to present a valid transport document (hereinafter referred to as "ticket") and a valid discount card in the course of the fulfilment of the contract of carriage for the purposes of the verification of a proper conclusion of this contract. In the event of an absence of the transport document, the passenger can be verified upon a reservation code of their transport document which is reserved for this particular train. If passengers cannot supply these data, they must purchase a new ticket. The amount paid for the new ticket is non-refundable.
- 1.2. Inspection of travel documents and reservation codes on the vehicles of the carrier is performed by persons duly authorised by the carrier. Such authorized persons have the right to verify if the passenger is complying with the CCC.
- 1.3. The passenger is obliged to pay the price of transport (hereinafter referred to as "fare") according to the tariff valid on the day of transport. The fare includes only the transport itself. The carrier provides other optional services to passengers free of charge (newspapers, magazines, steward(ess) on the board, hot drinks, Wi-Fi connection, etc.) and as a service provided extra as part of the transport document without an option of a compensation, if not provided.
- 1.4. If a passenger boards the train and does not have a ticket or sufficient cash, the board crew will issue them a Notification Card (Hlášenka) to the next station. The Notification Card can

be paid for in any RJ point of sale within 5 days of completing the journey. If the Notification Card has not been paid for within 5 days, the passenger is sent a letter with the account number and an administrative surcharge of CZK 50.

1.5. Seat reservations are strongly recommended on all the trains, see Clause IV Section 17, with the exception of trains RJ 1002, RJ 1004 and RJ 1006 on the R60 line, where seats No. 1–40 in the Low cost car are reserved for DČJ ODIS passengers.

1.6. A ticket with a reservation also constitutes a seat reservation.

1.7. All passengers, who require a discount offered on the service, are obliged to prove they are entitled to the claimed discount in the following ways:

1.7.1. children aged 15-17 present any document showing their date of birth;

1.7.2. pupils present a valid pupil card issued in the Czech Republic, international student card ISIC (in the form of a plastic card), ISIC with credit/debit card function or a pupil card issued by one of the carriers issued in the Czech Republic according to a tariff they apply;

1.7.2.1. the validity of ISIC student card is shown on the front of the card or the card is valid if it is extended by so called revalidation stamp (in the form of a holographic sticker), which always indicates when the card is valid. The requirements of the pupil card and ISIC card are governed by the Methodological Guideline for the provision of discounted fares for children, youth, students and seniors.

1.7.3. seniors present an ID card, passport, or driving licence with their photograph and their date of birth;

1.7.4. people with disabilities present a valid ZTP (severe health disability) or ZTP/P (severe health disability requiring special assistance) card (also in a form of Skarta) issued in the Czech Republic; the person accompanying a person with a ZTP/P card presents the card of the person they are accompanying and is entitled to free transport on domestic lines in the form of a group ticket in the ZTP/P tariff;

1.7.5. passengers transported free of charge present a valid applicable card with a photograph which gives them a licence to free transport.

1.8. If passengers cannot prove they are entitled to a discount when their tickets are inspected on the train, they are obliged to pay the difference in prices. Train price.

1.9. When handling a ticket/reservation, the nine/ten digit code of the ticket/account/Regiojet Pay is always required.

1.10. Special discounts and discounts granted as part of promotional offers always abide by the conditions published along with the respective kind of discount or promotional offer.

1.11. If false or non-existent data are entered when booking the ticket online, the carrier has the right to cancel the reservation before the expiration of its validity. In such cases no claims for compensations will be awarded.



- 1.12. The ticket is invalid if:
    - 1.12.1. it is damaged to such an extent that the data necessary for inspecting the correctness of its use are non-legible;
    - 1.12.2. the data on the ticket do not correspond to the reality or were changed without authorization.
  - 1.13. No substitute is issued or a refund made for destroyed, lost, or stolen tickets. If a passenger does not present the reservation code of the ticket/their account code/Regiojet Pay code, they are obliged to buy a new ticket. The sum paid for the new ticket is non-refundable.
2. Types of Tickets: The carrier sells the following types of tickets for domestic transport:
- 2.1. Fixed Date Ticket.
    - 2.1.1. It is issued for a specific date, time and route.
    - 2.1.2. It is possible to cancel the Fixed Date Ticket in person at any point of sale. The cancellation of the ticket may also be carried out at [www.regiojet.cz](http://www.regiojet.cz) and the credit balance may be dealt with in accordance with Clause IV Section 12.
    - 2.1.3. Fixed Date Ticket may be cancelled 30 minutes prior to the scheduled departure of the train at the latest, in accordance with the terms and conditions and for the cancellation fee given on the ticket.
  - 2.2. Open Ticket (hereinafter referred to as OT)
    - 2.2.1. It is a ticket bought without a reservation.
    - 2.2.2. The ticket must be booked for a specific date, time and route.
    - 2.2.3. The reservation can be made
      - 2.2.3.1. if a ticket's value is equal or higher than a transport fare for the specific train. If the OT's credit is lower than the reservation, the passenger must deposit cash to the OT (sales points, [www.regiojet.cz](http://www.regiojet.cz)) and make their reservation for a specific date, time and route.
      - 2.2.3.2. The booking and the cancellation of the booking of an OT can be made either via the Internet at [www.regiojet.cz](http://www.regiojet.cz) or by sending SMS (in a prescribed form) to +420 736 333 999. The reservations and cancellations made via the Internet or SMS are free of charge.
      - 2.2.3.3. An OT reservation may be made 5 minutes prior to the scheduled departure of the service at the latest.
    - 2.2.4. The return of the ticket (cancellation), change of booking or its cancellation on the OT can be made free of charge online at [www.regiojet.cz](http://www.regiojet.cz) or by sending SMS no later than 15 minutes prior to the departure of the service from the departure station according to a timetable.

2.2.5. The conditions of specific tickets are given on the ticket itself and are binding for it.

2.2.6. The cancellation (or return) of an OT without a reservation is possible at any carrier's point of sale free of charge at any time.

2.2.7. The decisive time for setting the time limits for the conditions of cancellations is the technological time of RegioJet booking system.

## 2.3. RegioJet Pay, including tickets in special offers

2.3.1. It is a ticket issued for a specific name, to be used repeatedly.

2.3.2. To acquire RegioJet Pay, the passenger must register at [www.regiojet.cz](http://www.regiojet.cz). Passengers may collect the ticket at labelled points of sale upon proving their identity.

2.3.3. RegioJet Pay is transferable, the number of bookings is only limited by the amount of credit. Tickets may be booked in any tariff via the website.

2.3.4. RegioJet Pay reservations cannot be made or cancelled at points of sale.

2.3.5. The booking and the cancellation of the booking of can be made either via the Internet at [www.regiojet.cz](http://www.regiojet.cz) or by sending SMS (in a prescribed form) to +420 736 333 999. The reservations and cancellations made via the Internet or SMS are free of charge.

2.3.6. Deposit to a RegioJet Pay may be made in cash at any RegioJet/STUDENT AGENCY point of sale or by a payment card payment, PaySec, Supercash, or a bank transfer onto our account at [www.regiojet.cz](http://www.regiojet.cz). The minimum amount of deposit at points of sale is CZK 300 / EUR 10. The maximum amount of deposit at points of sale is CZK 5,000 / EUR 200. Amounts outside these ranges can be deposited on-line as described (payment card, PayU, PaySec, etc.) at [www.regiojet.cz](http://www.regiojet.cz).

2.3.7. Withdrawal of money from the RegioJet Pay is possible at any RegioJet/STUDENT AGENCY point of sale upon proving one's identity even when the client does not want to cancel the RegioJet Pay.

2.3.8. RegioJet Pay reservations may be made 5 minutes prior to the departure of the service from the departure station at the latest.

2.3.9. The RegioJet Pay booking can be cancelled/changed free of charge 15 minutes prior to the departure of the service from the departure station at the latest.

2.3.10. The conditions of specific tickets are given on the ticket itself and are binding for it.

2.3.11. Loss of RegioJet Pay: RegioJet Pay may be blocked upon the passenger's identification over phone on +420 222 222 221 or in person at any RegioJet /STUDENT AGENCY point of sale. RegioJet Pay may be reissued with a new RegioJet Pay code at points of sale upon proving one's identity.

2.3.12. The cancellation (termination) of the RegioJet Pay/account by its owner is possible in writing to the registered office of the company or by e-mail at [info@regiojet.cz](mailto:info@regiojet.cz). The RegioJet Pay/account can be cancelled when it does not contain any unused bookings

or a credit balance. The credit balance can be withdrawn in accordance with Clause IV. Section 12.

2.3.13. The decisive time for setting the time limits for the conditions of cancellations is the technological time of RegioJet booking system.

## 2.4. Electronic ticket

2.4.1. This is a ticket purchased online at [www.regiojet.cz](http://www.regiojet.cz) or through a mobile application.

2.4.2. The ticket is subjected to a specific route, date and time. Change / cancellation of the ticket can be done online, in a mobile application, via SMS or at points of sale according to the conditions for cancellation and overbooking on the ticket.

## 2.5. ODIS Fare

2.5.1. An electronic long-distance time ticket DČJ ODIS, recorded on contactless chip card ODIS.

2.5.2. Tickets are subjected for a specific tariff zone or a combination of zones. The DČJ ODIS can be purchased from all carriers involved in ODIS, with an exception of RJ. More detailed information is provided in ODIS Contractual Transport Terms and ODIS Tariffs. Both documents are available for consultation on the website [www.kodis.cz](http://www.kodis.cz).

2.6. A ticket booked and paid online with a contractual partner outside of the reservation system of the carrier at [regiojet.cz/regiojet.sk/regiojet.com/regiojet.at/regiojet.de](http://regiojet.cz/regiojet.sk/regiojet.com/regiojet.at/regiojet.de) can only be canceled by the contractual partner. All transactions for tickets reserved and paid outside the carrier's reservation system must be settled exclusively with the contractor.

## **Clause VII, Transport of Children and Persons with Limited Movement Abilities**

1. Children under 6 years of age can only be transported when accompanied by a person older than 13 years of age and only on domestic train lines; this person is in particular responsible for preventing the child's movement; on a train outside the compartment without their escort and further on the platform to prevent the movement of children in the trackside and near the arriving train.
2. Passengers with a child, which is entitled to be transported free of charge under the valid Tariff, may jointly take up only one seating position if the other places are not vacant; if there are two children travelling in the above-mentioned tariff, these children can only take one seat together.
3. The passengers shall be transported on the places in train cars reserved and marked by the carrier for the carriage of passengers with children under 10 years of age.
4. It is not necessary to announce in advance the transport of persons with reduced mobility, which do not require any assistance from the RJ staff when boarding, departing and transferring to a train.
5. The requirement for the transport of a passenger on a wheelchair has to be announced in advance at any RegioJet/STUDENT AGENCY point of sale, or over a phone on +420 222 222 221 with a limit of:

- 5.1.24 hours prior to the departure from the following stations: Praha hl. n., Praha – Libeň, Pardubice hl. n., Ústí nad Orlicí, 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, Wien Simmering and Opava–východ.
- 5.2.48 hours prior to the departure from the following stations: Hranice na Moravě, Havířov, Brno hlavní nádraží. To and from stations Česká Třebová and Svitavy wheelchair transport can be ordered in writing via [mail@vozickari@regiojet.cz](mailto:vozickari@regiojet.cz) (to ensure that the train arrives to the necessary barrier-free platform).
- 5.3. At the stations with an option to order the RegioJet mobile ramp (order at least 24 hours prior the departure), the passenger reports to the board crew of the carriage into which they have a ticket upon the train's arrival. The board crew is informed about the transport in advance and will provide assistance in the passenger's getting on and off.
- 5.4. At the stations where RegioJet uses an external ramp (order at least 48 hours prior the departure), the client must arrive at least 15 minutes prior to the departure at an information desk of the Czech Railways or at an information centre of the Czech Railways at the departure station.
- 5.5. Transporting passengers in wheelchairs from or to stations not mentioned above cannot be provided
6. On the trains of the carrier it is only possible to travel with wheelchairs equipped with a handbrake to ensure the wheelchair is secured properly throughout the transport. The total weight must not exceed 300 kg and the width must not exceed 60 cm.

## **Clause VIII, Transport of Luggage and Animals**

1. Passengers may take luggage with them for transport which, as far as its dimensions, length, or weight are concerned, can be easily loaded and placed in the carriage or in the luggage compartment, provided the luggage does not jeopardize the safety of transport, does not bother other passengers, and does not include items excluded from transport.
2. A piece of luggage which cannot be placed under or above the seat of the passenger can be placed in the carriage in a way it would not get in the way of other passengers upon the cabin crew's instructions. If the luggage cannot be placed in the carriage in this way, the carrier is entitled to refuse its transport.
3. Dangerous objects may not be transported as luggage.
4. Prams are transported free of charge, folded above or under the seat of the passenger. If the pram cannot be placed in this way, it is transported in the space between the carriage door and passengers' section of the carriage, according to the instructions of the crew. If the capacity of this space is full, the carrier can refuse to transport the pram and the passenger is entitled to a refund of 100 % of the fare. The carrier assumes no responsibility for the prams placed in any other part of the carriage.
5. On the RegioJet trains it is possible to transport a bicycle, larger scooters, ski as luggage only on the trains marked in the current timetable in the header of the train with a bike symbol. An exception are the bikes, which serve as an aid for selected groups of passengers. If, due to

operational reasons, a wagon intended for the transport of wheels is replaced by another vehicle, the transport of the wheels properly ordered for carriage on the wagon's crew is carried out in accordance with the crew's instructions.

6. For the carriage of baggage, the transport contract is not concluded.
7. The passenger is obliged to supervise their luggage during the entire transport, to ensure safe handling of the luggage and to be responsible for any damage resulting from the transport of the luggage.
8. Passengers may take small domestic and other animals, if it is not against special rules and regulations, if other passengers are not bothered by the transport and if the animals are placed safely in cages, baskets or other suitable boxes with waterproof bottoms throughout the journey. Animals can only be transported when accompanied and minded by a passenger.
9. Transport of animals in sleeper carriages with beds and couchettes is prohibited, with the exception of guide and assistance dogs.
10. Guide and assistance dogs can be transported on the train (duly labelled and with a card) accompanying a person with a ZTP/ZTP/P card issued in the Czech Republic or a guide/assistance dog trainer. These dogs are transported free of charge.
11. For passengers with DČJ ODIS, luggage and animals are regulated by Tariff and SPP of RegioJet a.s.

## **Clause IX, Sleeper Carriages with Beds and Couchettes**

1. Sleeper carriage with beds or couchettes is indicated in the booking system with a sleeper carriage symbol. Tickets for sleeper carriages with beds or couchettes can be booked or purchased in the same way as any other tickets.
2. The sale of sleeper carriages with beds and couchettes is usually terminated before the train departs. Tickets can also be purchased on the train.
3. The sections of sleeper carriages with beds and couchettes are common for both men and women. If the traffic permits, the booking system can generate a compartment only for women. The women compartment is then labeled with a pictographic sign. The compartment is reserved only for women or women traveling with a child under 12 years of age. If a man purchases a ticket to this compartment, he is offset to a different seat on the train. If there is no vacancy, we will return the fare.
4. Passengers who want to use exclusively the common compartment must occupy all seats; otherwise they are obliged to pay for the vacant seats.
5. The places to sleep in couchette carriages are usually made at 10 pm or else, if other passengers agree.
6. The passenger is obliged to respect a night peace from 10 pm to 6 am.

## Clause X, Fare Compensation

Farecompensation is divided into two categories: Fare Compensation, Article X. and On Time Arrival Guarantee, ie compensations for delays not caused by RegioJet a.s., Article XI.

Not applicable for interrail / eurail tickets.

1. Compensation for delays caused by RegioJet a.s.
  - 1.1. In the event of a technical defect on a RegioJet train unit which causes the delay of the train, or in the event of a delay due to operational reason from the part of RegioJet, the passenger is entitled to compensation as follows:
    - 1.1.1. Line A (Prague-Havířov/Návsí/Bratislava/Vienna/Opava):
      - 1.1.1.1. if the delay is of 31-60 minutes – 10% of the paid price for the ticket
      - 1.1.1.2. if the delay is of 61-120 minutes – 50% of the paid price of the ticket
      - 1.1.1.3. if the delay is over 121 minutes – 100 % of the paid price of the ticket.
    - 1.1.2. Line B (Prague-Košice)
      - 1.1.2.1. if the delay is of 121-180 minutes – 50% of the paid price of the ticket
      - 1.1.2.2. if the delay is over 181 minutes – 100 % of the paid price of the ticket.
    - 1.1.3. Line C (Prague-Brno)
      - 1.1.3.1. if the delay is of 46-90 minutes – 50% of the paid price of the ticket
      - 1.1.3.2. if the delay is over 91 minutes – 100 % of the paid price of the ticket.
  2. Entitlement to delay compensation not caused by RegioJet a.s. is specified in Article XI. On Time Arrival Guarantee. That category includes:
    - 2.1. the delay originated in a performance of carriage which does not form a part of the contract of carriage concluded with the company of RegioJet, or the delay was caused by the passengers themselves, or by other circumstances outside rail transport for which RegioJet is not responsible or which RegioJet could not prevent;
    - 2.2. the delay was caused by a third party (e.g. suicides, accidents, strikes), by Force Majeure (e.g. unfavourable weather conditions, floods, flooding, fires, gales, etc..) or due to construction works on the railway transport infrastructure announced in advance.
  3. Compensation for heating/air-conditioning out of order
    - 3.1. If the heating/air-conditioning is not working, the passenger is entitled to compensation, if it is not possible to transfer the passenger to a different carriage with a functional heating/air-conditioning and the passenger is forced to travel in a carriage where heating/air-conditioning is not working.

- 3.2. Standard and Low cost tariffs: compensation amounting up to 100 % of the paid price of the ticket.
- 3.3. Relax and Business tariffs: compensation amounting up to 100 % of the paid price of the ticket.
4. Compensation for failing to maintain the composition of the train
  - 4.1. If the carriage for which the passenger purchased a ticket does not form a part of the train and the passenger cannot be moved to a different carriage, the passenger will be transported free of charge (they will be refunded the price of the ticket in full) as a standing passenger on the particular train or by the following train, into which his reservation is going to be transferred if seats are available.
  - 4.2. Compensation for the change of the carriage
    - 4.2.1. If a passenger purchased a ticket in the Business tariff and will have to move to a seat in the Relax tariff, the passenger is entitled for a compensation amounting 50% of the ticket price paid
    - 4.2.2. If a passenger purchased a ticket in the Business tariff and will have to move to a seat in the Standard or Low cost tariff, they are entitled to a compensation amounting to 100 % of the paid price of the ticket. In the Low cost car the carrier does not provide service for operational reasons.
    - 4.2.3. In the event a passenger purchased a ticket in the Relax tariff and will have to move to a seat in the Standard tariff, they are entitled to a compensation amounting to 50 % of the paid price of the ticket.
    - 4.2.4. In the event a passenger purchased a ticket in the Relax tariff and will have to move to a seat in the Low cost tariff, they are entitled to a compensation amounting to 100 % of the paid price of the ticket. In the Low cost car the carrier does not provide service for operational reasons.
    - 4.2.5. In the event a passenger purchased a ticket in the Standard tariff and will have to move to a seat in the Low cost tariff, they are entitled to a compensation amounting to 50 % of the paid price of the ticket. In the Low cost car the carrier does not provide service for operational reasons.
    - 4.2.6. In the event the carriage is changed and the tariff remains the same, the passenger is not entitled to any compensation.
  - 4.3. Compensation for sleeper carriages with beds and couchettes
    - 4.3.1. If a passenger purchased a ticket in a sleeper carriage with beds and will have to move to a sleeper carriage with couchettes, the passenger is entitled to a compensation amounting to 50 % of the paid price of the ticket.
    - 4.3.2. If a passenger purchased a ticket in a sleeper carriage with beds or couchettes and will have to move to a seat, the passenger is entitled to a compensation amounting to 100 % of the paid price of the ticket.

## 5. Compensation in an international transport

5.1. If it is reasonable to expect that the delay in arrival at the final destination under the transport contract will be more than 60 minutes, the passenger shall immediately choose between

5.1.1.a reimbursement of the full ticket price under conditions under which it was purchased, for the unrealized part or parts of their journey and for realized part or parts of their journey, if the journey lost its meaning in relation to the passenger's original travel plan, along with a possible return service to the nearest departure station at the earliest opportunity;

5.1.2.a continuation or re-routing to the final destination at the earliest opportunity under the comparable transport conditions; or

5.1.3.a continuation or re-routing to the final destination later as the passenger wishes and under comparable transport conditions.

5.1.4. Minimum compensation in the event of a delay is:

5.1.4.1. 25 % of the price of the transport document in the event of a delay of 61 to 119 minutes;

5.1.4.2. 50 % of the price of the transport document in the event of a delay of more than 120 minutes.

5.1.5. The passenger is not entitled to compensation, if they are informed of a delay before the purchase of a ticket, or if the delay remains under 60 minutes due to a continuation in a different train or rerouting.

## 6. Procedure of processing the compensation

6.1. Credit and Open Tickets: the amount of the compensation is credited automatically to the Credit/Open Ticket account of the holder within 5 working days.

6.2. Fixed Date Tickets: the amount of the compensation is assigned to the passenger's ticket account within 5 working days.

6.3. The awarded compensation must be claimed within 12 months of the day it was awarded and must be collected in cash at any RegioJet/STUDENT AGENCY branch.

7. In the event that the delay is announced in advance of the departure of the connection to which the client has purchased the ticket, the right to compensation for the early arrival guarantee is not incurred.

8. Information about whether the delay was caused or not caused by the carrier will always be handled by train staff – teamleader on the connection.

9. The chart of compensations can be found at [www.regiojet.cz/garance](http://www.regiojet.cz/garance) and also as an annex to these CCC. Passengers travelling in tariff ODIS are not entitled to any compensations.

## 10. Compensation when traveling in tariff ODIS



10.1. When traveling with DČJ ODIS, ODIS the passenger cannot claim any compensation.

## **Clause XI, On Time Arrival Guarantee**

1. Service that guarantees the compensation of some delays that were not caused by Regiojet a.s.
2. In the event that the delay is announced in advance of the departure of the connection to which the client has purchased the ticket, the right to compensation for the early arrival guarantee is not incurred.
3. Travel time is the time data stated on the timetable for the particular line the client is traveling on.
4. In the event of a combination of delay caused and uncaused, the client is entitled to whichever delay is higher. Compensations cannot be added. Maximum compensation is 100% fare.
5. The amount of compensation is determined by the line on which the client travels.
6. OnTime Arrival Guarantee does not apply to connections operated by another carrier (Deutsche Bahn, SAD Prešov, etc.) and is not valid for the Bratislava-Komárno train line.
7. Information about whether the delay was caused or not caused by the carrier will always be handled by train staff – teamleader on the connection.
8. The chart of compensations can be found at [www.regiojet.cz/garance](http://www.regiojet.cz/garance) and also as an annex to these CCC. Passengers travelling in tariff ODIS are not entitled to any compensations.
9. This does not apply to Interrail / Eurail tickets.

## **Clause XII, Lost-and-found**

1. If a passenger loses or leaves behind an item on a RJ train, they may ask to have the teamleader of the connection where the loss occurred to be traced at a branch of a RJ railway station or they can contact the lost property department: [ztraty.vlak@regiojet.cz](mailto:ztraty.vlak@regiojet.cz), tel: +420 222 222 221 non-stop, which keeps a record of all items found and where they can be collected by the passenger. A search for the lost item will be immediately announced.
2. If the lost item is found, it is handed over to the passenger after they identify themselves and describes the critical features of the lost property or its contents, or it is handed over to a person authorized by the passenger after they are given authority to collect the item and describes the critical features of the lost property, the time and place where it was lost and the circumstances under which it was lost.
3. The passenger or authorized person must confirm the collection of the lost item with their signature on the relevant form.
4. Lost items that are not collected by the passenger will be handed over to the locally competent municipal office, local authority or city hall in accordance with the relevant provisions of the Civil Code (§ 1051 et seq.).

## Clause XIII, Fees and Surcharges

1. If a passenger violates the ban on smoking in the RegioJet trains, the passenger will be imposed with a fine amounting to CZK 1,000.
2. For causing a delay of a train above 1 minute, the passenger will be imposed with a fine amounting to CZK 1,000 for every consequent minute.
3. For dirtying or damaging the train, the passenger will be imposed with a fine amounting to CZK 1,000.

## Clause XIV, Complaints related to Passenger Transport

1. Complaints related to the carriage of passengers and luggage may be filed in German, English, Slovak, or Czech language:
  - 1.1. in writing to the address of the registered office of the carrier STUDENT AGENCY, Dům pánů z Lipé, Náměstí Svobody 86/17, 602 00 Brno;
  - 1.2. over phone on: +420 222 222 221;
  - 1.3. by e-mail: [reditel@regiojet.cz](mailto:reditel@regiojet.cz), [riaditel@regiojet.sk](mailto:riaditel@regiojet.sk), [director@regiojet.com](mailto:director@regiojet.com), [direktor@regiojet.de](mailto:direktor@regiojet.de) ;
  - 1.4. in person: STUDENT AGENCY, Dům pánů z Lipé, Náměstí Svobody 86/17, 602 00 Brno;
  - 1.5. in person on any STUDENT AGENCY/RegioJet branch.
2. We accept the complaint under the registration number that we use in our internal system. The wording of the claim, the progress of the solution and the communication with the client are stored in internal systems.
3. Complaints are processed by the RegioJet customer service center (hereinafter ZCD) in Brno at the address of Dům pánů z Lipé, Náměstí Svobody 86/17, 602 00 Brno. ZCD processes complaints during work hours 9: 00-18: 00 hours, any employee (dealer, call center) who receives the complaint to the customer service center can accept and record the complaint.
4. A resolved complaint will be sent to the client within 30 business days by telephone, email, letter. However, we try to resolve the complaint as soon as possible.
5. The outcome of the complaint is in line with the valid CCC. In the case of a situation that is not included in the CCC, the result is solved individually with the client according to the assessment of the circumstances of the complaint by the responsible employees and the management of the company. The aim of the complaint is to solve the complaint according to valid CCC and as best and right as possible to the clients benefit
6. All telephone conversations are monitored for the purposes of improving the quality of our services.
7. In Austria, passengers may contact the Conciliation Body of the Agency for the Rights of Passengers in Railway Transport (Agentur für Passagier-und Fahrgastrechte Fachbereich Bahn) as



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an independent regulator in the event of disagreement with the procedure and decision of the carrier in handling the complaint. More information here:

Agentur für Passagier- und Fahrgastrechte

Fachbereich Bahn

z.H. Schlichtungsstelle

Linke Wienzeile 4/1/6

1060 Wien

[www.apf.gv.at](http://www.apf.gv.at)

Tel.: +43 1 5050707 710

Fax: +43 1 5050707 180

**These CCC come into effect on February 1<sup>st</sup> 2019 and remain in effect until new CCC is issued and published.**

On Time Arrival Guarantee Chart (CCC Clause XI.)

Compensation Chart - Train Lines															
length of line according to the timetable	A 1 hod 31 min - 3 hod				B 3 h 1 min - 5 h					C more than 5 h 1 min				D international tickets on international trains	
	caused by RJ		not caused by RJ		caused by RJ			not caused by RJ		caused by RJ		not caused by RJ		caused and not caused by RJ	
type of delay															
delay in min	46 - 90	91 and more	61 - 120	121 and more	31 - 60	61 - 120	121 and more	91 - 180	181 and more	121 - 180	181 and more	121 - 240	241 and more	61 - 119	120 and more
compensation in %	50%	100%	25%	100%	10%	50%	100%	25%	100%	50%	100%	25%	100%	25%	50%
groups of lines	Prague - Brno				Prague - Havířov Prague - Návší Prague - Bratislava Prague - Vienna					Prague - Košice				Prague - Košice Prague - Bratislava Prague - Vienna	

**Terminology:**

**Line** - the initial and destination of the particular connection

**Route** - a particular segment of the line

**Pre-announced delay** - the client purchases the ticket on a connection for which a delay is known beforehand; the client has a purchased ticket for a connection that is delayed and the client is given information on the delay beforehand - at the latest at the time of departure (via SMS, info about the delay on the information board or via email) when he can wait for a delayed connection without compensation or he has the right not to travel, in which case the carrier will refund them 100% of the fare.