

# CONTRACTUAL TERMS AND CONDITIONS

**ARRIVA vlaky s.r.o.**

for the purchase of travel documents in advance sale  
effective from 1 March 2024

[www.arriva.cz](http://www.arriva.cz)



## Article 1: INTRODUCTORY PROVISIONS

These contractual terms and conditions (hereinafter referred to as the "Terms and Conditions") of ARRIVA vlaky s.r.o., registered office at Křižíkova 148/34, Karlín, Prague 8, identification number: 28955196, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 155614 (hereinafter referred to as "ARRIVA") regulate the rights and obligations of the contracting parties of the parties arising in connection with the purchase of travel documents of the ARRIVA Group corporations (hereinafter referred to as "Carrier") in the pre-sale via the ARRIVA online shop or at the ARRIVA ticket counter or a contracted dealer (hereinafter referred to as "ARRIVA pre-sale"). The ARRIVA online shop is operated on the website located at shop.arriva.cz or via a mobile application (hereinafter referred to as "ARRIVA e-shop").

For the use of travel documents purchased through the ARRIVA pre-sale, the contractual transport conditions, timetables and tariffs of the individual carriers whose travel document is purchased by the passenger through the ARRIVA pre-sale (hereinafter referred to as the "carrier's terms and conditions") shall also apply. The contractual terms and conditions and the carrier's terms and conditions are drawn up in the Czech language.

A travel document under these terms and conditions means a document purchased through the pre-sale ARRIVA, by which the passenger proves the conclusion of the transport contract throughout its performance and the rights arising therefrom (hereinafter referred to as the "ticket"). A ticket purchased through the ARRIVA pre-sale may take the form of:

- a) paper printed from the pdf file on white paper of at least one half A4 size (for the purpose of preserving the readability of the 2D barcode),
- b) displayed on the monitor/display of the passenger's portable electronic device as an open file pdf or as a 2D barcode (QR code) if the carrier allows such a ticket display option,
- c) displayed on the carrier's equipment by entering the transaction code communicated by the passenger.

The travel document is invalid if the transaction code has not been successfully validated by the check-in facility.

Only ARRIVA's contractually authorised partners or the carrier, but not passengers, are entitled to trade in tickets purchased through ARRIVA's pre-sale.

## Article 2: PURCHASE OF TICKETS THROUGH THE ARRIVA E-SHOP

The ARRIVA e-shop contains information on transport services provided by individual carriers, including the prices of individual travel documents. The prices of travel documents include value added tax. The prices of travel documents remain valid for as long as they are displayed on the ARRIVA e-shop website.

This provision does not restrict the carrier's ability to sell tickets on individually negotiated terms.

The purchase of tickets on the ARRIVA e-shop is always possible except during a break for system maintenance. Passengers will be informed about maintenance breaks or emergency shutdowns on the website [www.arriva.cz](http://www.arriva.cz).

A ticket purchased in the ARRIVA e-shop is valid only on lines and trains or buses operated by the carrier.

Costs incurred by the passenger when using remote means of communication in connection with the purchase of a ticket (Internet connection costs) are the responsibility of the passenger.

To purchase a ticket, passengers fill in an order form on the ARRIVA e-shop website. Order form contains in particular the following information:

- a) transport performance (the passenger "inserts" the required travel document into the electronic shopping cart web interface of the ARRIVA e-shop),
- b) the method of payment of the ticket price,
- c) the name and surname of the passenger,
- d) the e-mail address to which the ticket is to be sent,
- e) consent to the carrier's terms and conditions and to the processing of personal data (hereinafter collectively referred to as "order").

Before sending the ARRIVA order, the passenger is allowed to check and change the data that he/she has entered in the order, with regard to the passenger's ability to detect and correct errors made in entering data to the order. The passenger sends the order to ARRIVA by confirming the order and paying the ticket price. Data stated in the order sent by ARRIVA are considered correct. It is possible to cancel the contents of the shopping cart until the moment of payment. In case of prolonged inactivity, the shopping cart is automatically deleted.

After entering and submitting the payment card details, the passenger is advised to wait for the result of the transaction to be processed at least 5 minutes. During this time, it is not recommended to use the "back" button of the web browser, as its use leads to interruption of data communication between the payment gateway and the ARRIVA e-shop. If within the specified period the requested ticket has not been generated or the system has displayed an error message, it can be assumed that the payment the transaction did not take place.

Once the payment is made and confirmed by the payment gateway operator, a ticket is immediately generated in pdf format, which is sent to the e-mail address provided by the passenger at the time of purchase or registration. ARRIVA is not responsible for the delivery to the specified e-mail, its functionality is entirely in the responsibility of the passenger. With regard to the time required for issuing and sending the ticket, it is stipulated that the passenger will receive his/her ticket within a maximum of 5 minutes after successful payment.

The passenger is responsible for the sufficiency of the print quality of the document. Any submitted pdf file with the travel document must be electronically stored by the passenger so that it is immediately viewable for inspection by an authorised staff member carrier and thus not be dependent on receiving an internet signal. In the event of a malfunction of the device (e.g. due to a dead battery), the passenger must pay the fare on the train or bus to which he or she is entitled.

The passenger is obliged to hand over the tickets and proof of payment of the fare to an authorised employee of the carrier for inspection, enable electronic checking by the carrier's reading device or enable checking of a legibly displayed ticket and proof of payment of the price on your own electronic portable device or communicate the transaction code immediately after each call at any time during the performance of the transport contract, even repeatedly.

The passenger is obliged to hand over the discount card for inspection to an authorised employee of the carrier together with the ticket at the time of performance of the transport contract. Discount card means a card whose holder is entitled to a discount (e.g. student ID cards; ID cards according to Act No. 329/2011 Coll., on the provision of benefits to persons with disabilities). If the discount card must be accompanied by a photograph, it must show the current image of the card holder. A travel document or discount card is invalid if the conditions for its use have not been observed by the passenger, if it has been used by an unauthorised person, if a valid ID has not been presented with the discount travel document, if the prescribed data are not filled in or are illegible for proper control, if the filled-in data do not correspond to the reality or have been unlawfully altered or modified, if any part of the document has been unlawfully separated, or if it is presented without a prescribed photograph or other particulars.

In cases where the ticket or discount card is invalid, the passenger is deemed to be without a valid ticket or pass. A passenger without a valid ticket or pass is obliged to pay a new fare or the difference up to the amount of the fare discount to which the passenger proves his/her entitlement, if the carrier allows it. The Carrier will not take into account any claim for incorrect purchase.

### **Article 3: TERMS OF PAYMENT**

The ticket price is set in Czech crowns. The passenger has the option to choose payment in Czech crowns, or other offered currencies with conversion according to the exchange rate currently valid in the ARRIVA e-shop.

The amount to be paid can be paid by credit card (including Google Pay and Apple Pay), instant bank transfer or credits from the passenger's personal account.

Payment portal allowing payment by credit card (including Google Pay and Apple Pay) and instant by bank transfer is operated by PayU S.A. All transaction data is stored in a secure the provider's environment. Neither ARRIVA nor the carrier has the passenger's credit card number or any other data. The payment is only identified by the order number at ARRIVA.

A ticket purchased through the ARRIVA e-shop is an electronic tax document according to the provisions of § 26 235/2004 Coll., on value added tax. By agreeing to these terms and conditions, the passenger agrees to the issue and sending of the tax document in electronic form.

In case the payment is successful, but the ticket is not delivered, or other problems occur with the purchase, the passenger is obliged to contact ARRIVA Customer Service without undue delay, but no later than 30 days from the date of purchase, exclusively via e-mail [upps@arriva.cz](mailto:upps@arriva.cz).

#### **Article 4: TRAVELLER'S PERSONAL ACCOUNT**

The ARRIVA e-shop offers the possibility to register and create a personal traveller's account. The following are required for registration the following data:

- a) name and surname (compulsory),
- b) e-mail (login) (mandatory),
- c) password (mandatory).

In order to confirm registration, all mandatory data must be filled in and the following contractual agreements must be agreed to conditions. Only a person over 15 years of age is entitled to create a personal travel account. In the context of processing registration, information about account activation is sent to the e-mail address provided. Passenger login is possible only after activation.

Within their personal account, passengers can purchase and cancel tickets and manage and use their credit account that comes with it.

Credits on a passenger's credit account are valid for 3 years from the time of the last movement (decrease or increase of credits) on the passenger's credit account. Upon expiry of this period, ARRIVA is entitled to cancel the passenger's credit account without refund.

Credits can be redeemed by the passenger without cash to the bank account indicated by the passenger, upon sending a written requests to [info@arriva.cz](mailto:info@arriva.cz) from the email address provided when registering a personal traveller account. The passenger must confirm the ownership of the passenger's personal account by providing a mobile phone number, which must be added by the passenger to the passenger's personal account for the purpose of credit payment. Transfer of credits to another passenger's personal account (or another passenger's personal account) or cash payment is not possible.

The passenger may request cancellation of the passenger's personal account. Only the passenger's personal account can be cancelled with a zero-credit balance and no active (i.e. not yet used) tickets. Request for cancellation of personal the passenger's account should be sent to [info@arriva.cz](mailto:info@arriva.cz) from the email address provided when registering the personal account of the passenger. The passenger must confirm ownership of the passenger's personal account by providing a mobile phone number that must be added by the passenger to the passenger's personal account for the purpose of cancelling the passenger's personal account.

In the event that the passenger no longer has the email address he/she provided when registering a personal passenger account, it is necessary to request a change to the e-mail address listed in the passenger's personal account by sending a request to [info@arriva.cz](mailto:info@arriva.cz). The passenger must confirm ownership of the passenger's personal account by providing a mobile phone number, which must be added by the passenger to the passenger's personal account for the purpose of changing the email address or paying credits or cancelling the passenger's personal account.

Passengers are not allowed to perform non-standard operations when using a personal account, in particular repeated purchases and cancellations of a large number of tickets at the same time or operations that may temporarily block a certain seat capacity for resale. In this case, ARRIVA reserves the right to cancel the passenger's personal account, including all purchased tickets, without refund and to invalidate the e-mail address (login) for further registration.

## **Article 5: PURCHASE OF TICKETS BY ARRIVAL OR CONTRACTUAL TRANSFER SELLER**

ARRIVA allows the pre-sale of travel documents via ARRIVA ticket counters or contractual dealers.

A list of ARRIVA cash desks and its contracted retailers and their opening hours are listed below on the ARRIVA website.

At the ticket counter it is possible to pay the ticket price in cash when pre-selling a travel document in Czech crowns. If ARRIVA or the contracted dealer allows such a payment method, it is possible to you can also pay for your ticket by credit card.

The ticket price is set in Czech crowns. If the passenger has the option of choosing a payment method in another currency (e.g. EUR or PLN), the ticket price is converted according to the exchange rate currently valid at the point of sale of the ARRIVA system.

ARRIVA reserves the right to determine the range of tickets sold at the relevant ticket counter.

## **Article 6: TERMS OF EXERCISING THE RIGHT TO EXERCISE THE CONTRACT FOR PURCHASED MEALS VIA ARRIVA PRE-SALE (RETURN OF TRAVEL DOCUMENTS)**

Fares will not be refunded for unused or partially used tickets.

A passenger who has been lawfully excluded from carriage by an authorised person of the carrier shall not be entitled to a refund the fare paid or the price for the services ordered.

If a passenger with a valid travel document for a single journey does not board the journey for reasons attributable to him or her, he or she shall the right to a refund of the fare. However, this right can only be exercised if all the specified the conditions set out in this Article.

If a passenger does not board the journey with a valid travel document for a single journey for reasons attributable to him/her, he/she will be a fare refund is paid in the amount of the fare, less a deduction arithmetically rounded to the nearest whole fare crowns. Passengers may exercise their right to a fare refund in the ARRIVA e-shop or in the advance sale at the ticket office, the ARRIVA counter or a contract dealer. The right to a fare refund can be exercised no later than:

- a) 30 minutes before the departure of the connection for which the travel document was purchased from the passenger's boarding station,
- b) by 23:59 on the day preceding the first day of validity of the travel document, unless the travel document is used document linked to a specific connection.

Fare refunds in advance sales at the ARRIVA ticket counter or at a contracted retailer can only be redeemed during the opening hours of advance sales. A list of ARRIVA ticket counters and its contracted retailers and their opening hours is available on the ARRIVA website.

**When the documents are returned, the deduction is:**

- a) 0% of the price of each document separately for travel documents purchased via the ARRIVA e-shop upon return in the case of a refund in the form of a credit transfer to the passenger's personal account.
- b) 0 % of the price of each document separately when purchasing an ARRIVA travel document in advance to another carrier's connection. This amount of deduction will be applied in case of exercising the right to a fare refund exercised up to 30 minutes before the departure of the connection for which the travel document was purchased, or up to 23:59 the day preceding the first day of validity of the travel document, unless the use of the travel document is linked to a specific connection.
- c) 20% of the price of each document, but at least CZK 20, if the price of the travel document is returned in cash at the ARRIVA ticket counter or a contract dealer. If the fare is less than CZK 20, the amount of the deduction is equal to the price of the travel document.

**No refund will be granted:**

- a) if it is in the carrier's tariff or in a decree published in the PTV (Transport and Tariff Bulletin) for individual offers stated directly in the terms and conditions,
- b) due to faulty operation or incorrect data entered by the passenger when purchasing a travel document using ARRIVA e-shop or at the ARRIVA cash desk or contract dealer,
- c) in the event that the use of the travel document is detected by the carrier during its validity.

Only the person entitled to exercise the rights arising from the contract of carriage and thus to the payment of the fare refund a passenger who presents the original travel document or otherwise proves the validity of the claim. In the case of a non-transferable travel document, the eligible passenger is only the passenger whose identification details are shown on the card used to prove the passenger's entitlement to the relevant discount and the number of the card is shown on the travel document.

## **Article 7: RESOLUTION OF DISPUTES WITH THE CONSUMER**

In the event that a consumer dispute arises between ARRIVA or the carrier and the passenger arising from the transport of the contract that cannot be resolved by mutual agreement, the passenger may submit a request for an out-of-court settlement of such a dispute to a designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspectorate, Central Inspectorate, ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail [adr@coi.cz](mailto:adr@coi.cz), web [adr.coi.cz](http://adr.coi.cz).

## **Article 8: FINAL PROVISIONS**

ARRIVA may cancel, amend or supplement the terms and conditions. Changes are effective upon publication on [www.arriva.cz](http://www.arriva.cz).

These terms and conditions are effective from 1 March 2024.

[www.arriva.cz](http://www.arriva.cz)

