



Plzeňské městské  
dopravní podniky

**PMDP**

# CONTRACTUAL TERMS AND CONDITIONS OF CARRIAGE

Applicable to carriage on trams, trolleybuses and buses  
operated by Plzeňské městské dopravní podniky, a.s.

Valid as of 1 January 2024

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Further to Act No 111/1994 on road transport, as amended, and Act No 266/1994 on railways, as amended, and in accordance with Decree of the Ministry of Transport and Communications of the Czech Republic No 175/2000 on the rules of carriage for public rail and road passenger transport (“Rules of Carriage”), Plzeňské městské dopravní podniky, a.s. (the “Carrier” or “PMDP”) hereby issues these:

## CONTRACTUAL TERMS AND CONDITIONS OF CARRIAGE

### Article 1

#### General Provisions

- 1) These Contractual Terms and Conditions of Carriage (Terms and Conditions) apply to the scheduled carriage of passengers and to their baggage, belongings and live animals on all routes operated by the Carrier.
- 2) A Contract of Carriage is established when a passenger enters a vehicle. By entering into a Contract of Carriage, a passenger undertakes to comply with the Rules of Carriage, the Contractual Terms and Conditions of Carriage, and the Price List.
- 3) In the scheduled carriage of passengers, the Carrier is obliged to ensure that passengers are carried from their boarding stop to their destination stop in a due and timely manner in accordance with the applicable timetables.
- 4) Definitions
  - a) **Contactless bank card** (“CBC”) means a Mastercard or VISA bank card fitted with a contactless chip or a variant thereof (a virtual bank card installed in a mobile phone, smartwatch, etc.).
  - b) **Electronic Money** (or Electronic Wallet) on a PC or Pilsen Mini means an electronic form of cash issued by the Carrier for the purchase of Tickets via an On-board Ticketing Device.
  - c) **The Pilsen Card E-shop** facilitates the purchase of Tickets or the top-up of Electronic Money on a PC or Pilsen Mini, with subsequent validation in the Carrier’s vehicles, or submit an electronic application for a card if this functionality is already in place.
  - d) **The Virtual Card E-shop** facilitates the purchase and activation of Tickets using a selected identifier (e.g. a mobile phone or bank card) registered in the Virtual Card system.
  - e) **Company Pilsen Card** means a non-personalised Pilsen Card (i.e. a pass not tied to one specific person) intended for companies, self-employed persons and other entities with a business registration number; only Electronic Money or a Transferable Subscription may be activated on this pass.
  - f) **IDPK** – Plzeň Region Integrated Transport
  - g) **Fare** means the price for carrying a person (passenger).
  - h) **Ticket** means a document or electronic record used by passengers, during Ticket inspections, to prove that they have paid the Fare or Carriage Charge or are entitled to free carriage in accordance with these Terms and Conditions and the Price List. Electronic Record means, in particular, data stored in a Pilsen Card chip, a properly formatted SMS Ticket issued by the Carrier’s SMS system, or data displayed via a 2D barcode created by the Virtual Card system.

- i) **Public Transport** means urban public transport.
- j) **On-board Ticketing Device** means a device that enables a Ticket to be issued and payment for the Ticket to be accepted via a sufficient amount of Electronic Money on a PC or Pilsen Mini. A CBC may also be used to pay for Tickets on devices so marked as accepting CBC payment. CBC Ticketing Devices may also be used to validate (activate) transactions created in the PC E-shop.
- k) **Ticket Stamping** means the mechanical stamping of a code on a Ticket by a Ticket Stamping Machine.
- l) **Stamping Machine** means an on-board device that stamps a Ticket. It is operated by passengers.
- m) **Pilsen Card (“PC”)** means the catch-all designation for Ticket chip carriers registered in the Carrier’s pass system (including variants issued by other entities) that meet the content requirements under the Carriage Rules. A PC holds subscriptions and electronic money issued by the Carrier for use on On-board Ticketing Devices. A PC may also be used as an identity card, in particular to prove that the holder is eligible for a discount, provided that the PC holder’s first name, surname, date of birth and photograph are printed on it.
- n) **Pilsen Mini** means a Transferable Subscription and Electronic Money chip carrier.
- o) **Authorised Person** means a driver or another person (e.g. even a contracted external entity) authorised by the Carrier. An Authorised Person who is not the driver of the vehicle is issued with a Carrier’s identity card or an inspection badge.
- p) **Stop Area** means a space intended for persons to board and alight from means of public road and rail transport; where the demarcation of this space is not clear (e.g. it is a raised boarding island), or where such space is not otherwise defined by visible markings, the Stop Area is taken to be a space that is 3 m wide and 30 m long in front of and 5 m behind the stop marker in the direction of travel of the means of transport.
- q) **Transferable Subscription** means a non-personalised subscription that is not linked to one specific person and can only be used by the current holder at any time. Compared to an adult subscription, it is at a financial disadvantage.
- r) **Carriage Charge** means the cost of transporting a bicycle, scooter or live animal.
- s) **Fare Surcharge** means a type of penalty imposed on a passenger who fails to produce a valid Ticket or who breaches these Terms and Conditions. The amounts of Fare Surcharges are listed in Annex 1 to these Terms and Conditions.
- t) **QR Code** means an identifier for verifying the validity of a Ticket. It can be printed on a paper Ticket or take the form of an electronic record integrated directly into the Virtual Card.
- u) **Self-service Device** (e.g. an ATM) means a device that can be used to activate a subscription or to charge Electronic Money to a PC or Pilsen Mini by means of a bank card payment.
- v) **SMS Ticket** means a text message that contains information about the Carrier, the price of the Ticket, when and where it is valid, identification, and an auxiliary code for Ticket inspections, which is stored in the service provider’s electronic system for the Carrier so that it can subsequently be checked by the Carrier and the passenger.
- w) **Price List** means the list of prices for individual carriage services. The Price List of Fares and Carriage Charges, including free and discounted carriage, is set by order of the Statutory City of Plzeň, the Plzeň Region, and the Carrier.
- x) **Transport Zone** means a designated area for which a Ticket is deemed to be valid. Transport Zones are identified by a three-digit number and name.
  - i. The designation “P” is also used for the area covered by the City of Plzeň (Zone 001).
  - ii. The catch-all designation “Outer Zones” or “V” is also used for other tariff zones directly adjacent to tariff zone 001 Plzeň.

- y) **Tourist Ticket** means a non-personalised chip carrier which can be used to activate a tourist subscription lasting from 1 to 17 days or an Electronic Wallet, and which is intended for tourists visiting the city of Plzeň.
- z) **Virtual Card** (“VC”) means a mobile application that allows users to purchase and activate Tickets and then to view them.
- aa) **Baggage** means an easily transportable item which, because of its size and weight, can be easily stowed in or loaded into a vehicle without difficulty and which, by its nature, cannot damage passengers or the vehicle or make them dirty.

## Article 2

### **Ticket**

#### 1) Individual tickets

##### a) **Single-use Paper Ticket**

- i. Passengers using this type of Ticket must:
  - 1. have their Ticket ready in their hand when boarding the vehicle;
  - 2. stamp it immediately after boarding the vehicle, which means insert the single-use Ticket into the mechanical Stamping Machine face up so that the stamp appears in the numerical grid;
  - 3. check that the Stamping Machine has properly stamped a code on the Ticket.
- ii. A single-use Ticket cannot be used to transfer to another Public Transport service except in cases where this is a replacement service on the given route or a replacement for a service that has not been completed (e.g. due to a technical fault, traffic accident, road closure, etc.). When transferring to a replacement service, passengers stamp the other end of the same Ticket. However, only the nearest available connection on the same route and in the same direction, and, exceptionally, where multiple services cover an identical section of a route, a service connection running in the same direction to the passenger’s destination, may be used to carry that passenger.
- iii. When stamping Tickets for a single journey, passengers may use multiple valid Tickets of lower denominations provided that they are valid in the given Transport Zone and their sum is at least equal to the Fare in the Price List.

##### b) **Transfer Ticket from an On-board Ticketing Device**

- i. Passengers using this type of Ticket must:
  - 1. board the vehicle with a sufficient balance of Electronic Money on their PC, or with a CBC with a sufficient account balance that is not blocked for payments in the Carrier’s vehicles;
  - 2. if using a CBC, board through the door marked with the bank card symbol;
  - 3. purchase the Ticket immediately (without undue delay) after boarding the vehicle;
  - 4. check the printed data, especially the time validity and the Transport Zone.
- ii. A time-based Ticket is valid from the moment it is issued (printed) in the selected Tariff Zone:
  - 1. for the maximum period indicated by the type of Ticket, with no limit on the number of transfers;
  - 2. with no time limit for the entire duration of one journey without transfers.

##### c) **Transfer Ticket from a Virtual Card**

- i. Passengers using this type of Ticket must:
  - 1. board the vehicle with a Ticket already received, activated and valid in their VC mobile app;
  - 2. comply with the General Terms and Conditions for the Use of the Virtual Card Service, which can be found on the website at [www.virtualnikarta.cz](http://www.virtualnikarta.cz);

- ii. The Ticket becomes valid 1 minute after it has been paid for or activated (in the case of a Ticket with delayed activation).
- d) **Transfer SMS Ticket**
- i. Passengers using this type of Ticket must:
    - 1. board the vehicle with an SMS Ticket already received and valid on their mobile phone (the mere act of sending a request for an SMS Ticket does not count as having a valid Ticket);
    - 2. have the Premium SMS service activated;
    - 3. use a phone number for the SMS Ticket to be sent to that is registered in the network of a Czech mobile operator;
    - 4. comply with the Terms and Conditions for the Use of the SMS Ticket Service, which can be found on the Carrier's website.
  - ii. An SMS Ticket can be ordered:
    - 1. by sending a short text message (SMS) with the text PMDP35M (valid for 35 minutes) or PMDP24H (valid for 24 hours) to the telephone number 90206;
    - 2. by calling the telephone number listed on the Carrier's website free of charge (the telephone number must be registered before the call is made);
    - 3. via the ČSOB Do kapsy mobile app;
    - 4. via the My Train mobile app.
  - iii. The electronic SMS ticketing system issues an electronic Ticket and sends it to the user's mobile phone after approximately one minute (estimated time) via the operator's mobile network.
  - iv. An SMS Ticket is valid only on the mobile phone from which it was ordered; an SMS Ticket cannot be forwarded to another mobile phone.
  - v. Only full-price ticket for Zone 001 Plzeň can be purchased via SMS Ticket.
  - vi. If an SMS ticket is deleted before it expires, a duplicate can be obtained for a fee by sending a request with the text PMDPD to the telephone number 900 06 03. The electronic SMS ticketing system issues a duplicate Ticket and sends it to the user's mobile phone within approximately one minute (estimated time) via the operator's mobile network.
  - vii. For each SMS Ticket purchased, passengers can obtain (print) a receipt for tax purposes via an online application, the address of which is listed on the Carrier's website.
- e) **Other Provisions**
- i. Individual tickets are non-transferable.
  - ii. Passengers are not entitled to have individual tickets refunded.
  - iii. Tickets valid in Zone "P" cannot be used for travel in "V" Zones and vice versa.
  - iv. If a Stamping Machine or Ticketing Device is being used by another passenger or is out of order, passengers must use the next nearest working machine or device in the Carrier's vehicle. If it is not possible to collect a Ticket from the Ticketing Device, passengers must use another type of ticketing or alight from the vehicle at the nearest stop.
  - v. When travelling on night services from Zone "P" to a "V" Zone or vice versa, i.e. if the boarding stop is located in Transport Zone "P" and the alighting stop is located in a "V" Transport Zone or vice versa, passengers must have a valid Ticket Document for both of the said Transport Zones for the entire duration of carriage.
  - vi. Transfer tickets (except SMS tickets) are integrated and entitle the passenger to travel with all IDPK carriers within their time and zone validity.
  - vii. Passengers may use only valid Tickets issued by an IDPK carrier.

## 2) Subscription

- a) This is a long-term ticket activated on a PC, a VC or Pilsen Mini which is valid for a specific Transport Zone. It is activated at the Carrier's customer service centres, by contracted agents (as listed on the Carrier's website), via Self-service Devices, or in the Plzeň or Virtual Card E-shop.
- b) It is activated for a given calendar period and for the Transport Zone in which the carriage of the holder is to be provided. Holders paying a subscription for seven zones are entitled to a network subscription for the entire area of the Plzeň Region (i.e. for all Transport Zones, including Zone 001 Plzeň).
- c) After activating their subscription, passengers must check its correctness, duration, and Transport Zones, and keep proof of payment (e.g. for inspection purposes), or, if necessary, file a complaint in accordance with the terms of the Carrier's Complaints Procedure.
- d) Up to six different time coupons can be uploaded to a PC. Only Transferable Subscriptions can be uploaded to Pilsen Mini.
- e) Subscription can be activated up to 100 days in advance of the date on which it is to commence.
- f) The subscriptions on offer under the current Price List may be temporarily restricted if the Fare-setting authority makes a price adjustment to the Price List.

### **g) Partial Refund of an Unused Subscription**

Where subscription holders are prevented from using their subscription and at least 30 days of its validity remain, the Carrier will refund a pro rata amount of the subscription further to a holder's or close persons request, but only for the following reasons, which must be credibly documented:

- i) the death of the holder;
- ii) relocation (change of permanent residence);
- iii) long-term illness/hospitalisation (of at least 30 days);
- iv) eligibility for free carriage;
- v) eligibility for a discounted subscription;
- vi) the removal of the holder from the client database at the request of the client or at the discretion of PMDP; subject to the concurrent fulfilment of the following conditions:
  - vii) the applicant proves their identity on the basis of their identity card or passport, their agent, if appointed, produces an authenticated power of attorney from the principal/applicant, or a legal guardian acts on behalf of an applicant under the age of 15, provided that they provide credible proof of this fact (e.g. the child's birth certificate);
  - viii) if a subscription holder dies, the refund of the subscription is requested by the survivors, who must provide proof of the probate order granting them the right to make the request;
  - ix) if a subscription holder becomes eligible for free/reduced carriage, they prove this by producing the required papers as specified in the Tariff of the Carrier.
- h) However, subparagraph (g) above does not apply if the applicant reaches the age of 65 over the duration of the subscription, or if the subscription cannot be used because the holder has become eligible for a discounted subscription or free carriage further to an order of the Fare-setting authority, the existence of which is not foreseen in these Terms and Conditions, and applies only to person-specific subscriptions (not for example to dog subscriptions).
- i) Where a refund is requested for a period shorter than 30 days, with a PC the balance may be converted into Electronic Money for the reasons set out in subparagraph (g) (ii), (iv) and (v) of this Article.
- j) A subscription holder requesting a refund of any unused subscription must file their

claim at one of the Carrier's customer service centres.

k) A subscription cannot be refunded retroactively (with the exception of cash refunds due to the death of a pass holder, or due to long-term illness/hospitalisation); a claim to a refund arises on the day following the date on which the request is made at the Carrier's customer service centre.

l) Where subscription holders are eligible for a refund of an unused subscription, the Carrier refunds an amount of money based on the request made by the PC/VC holder; the actual amount is governed by the equation below:

$$AR = (PSP/ND) * NUD$$

AR – amount to be refunded; PSP – price of subscribed period; ND – number of days in the subscribed period; NUD – number of unused days

### 3) Other Types of Tickets

#### **a) Zero-Fare Ticket**

This is a transfer Ticket entitling holders to travel on IDPK in the Transport Zones in which they have an active subscription while they are waiting for a duplicate PC to be issued (max. 30 days). If a complaint is being processed, the Ticket may be issued for a longer period.

#### **b) Conference Ticket**

A transfer Ticket (event ID card) used by a congress or conference delegate or by a person participating in another cultural or sporting event, the organiser of which has entered into a contract with the Carrier or the Statutory City of Plzeň on the provision of transport for such participants. The minimum number of event participants is 100 with the condition that these participants must spend at least one night in Plzeň.

Terms of use:

1. The Ticket is valid for use in the Carrier's vehicles from the opening day of the event until the closing day of the event (up to 11.59 p.m.).
2. Any unused Fare is non-refundable and the Ticket cannot be presented ex post.
3. The ID card must state at least the name and dates of the event.

#### **c) Group Ticket**

A transfer Ticket for the carriage of at least 10 persons and a maximum of 35 persons in the Carrier's vehicles. The Ticket is valid for one calendar day. A group Ticket must be purchased, prior to boarding, at one of the Carrier's customer service centres, at selected contracted agents, or at [www.hromadnevpzni.cz](http://www.hromadnevpzni.cz).

#### **d) Park and Ride Ticket**

A transfer ticket issued by the P+R car park ticketing system that entitles one person to carriage in the Carrier's vehicles. It is valid from the moment of issue until 1.00 a.m. on the next day.

#### **e) Event Ticket as a Public Transport Ticket**

A ticket for a show or sports match may be used as a transfer Ticket to get to the venue under the terms and conditions set out at [www.pmdp.cz/jizdne/vstupenka-jizdenka/](http://www.pmdp.cz/jizdne/vstupenka-jizdenka/).

#### **f) Concession Pass**

An identity paper (ID card or passport) or other document proving that a passenger is eligible for a discounted Fare or free carriage under the Price List.

New Tickets may be added to the list by publishing them at [www.pmdp.cz](http://www.pmdp.cz).

### 4) Tickets are considered invalid if:

- a) passengers have not complied with the conditions for their use set out in the Rules of Carriage, the Price List, and the Contractual Terms and Conditions of Carriage;
- b) their validity period has yet to begin or has expired;

- c) they are not valid for the current Transport Zone;
- d) they are used by unauthorised persons;
- e) the information does not reflect reality, or has been unlawfully altered;
- f) the prescribed details are not filled in;
- g) they are not the original;
- h) the necessary information cannot be technically extracted from them;
- i) a PC or a bank card is on the list of blocked passes;
- j) they are not stamped or purchased until after a Ticket inspection has been initiated;
- k) if, for reasons attributable to the passenger, their validity cannot be verified;
- l) An SMS Ticket is invalid:
  - i) if it has not been sent by the Carrier's system;
  - ii) if it has been modified, overwritten or forwarded in any way.

- 5) The main Ticket sales channels are:
- a) the Carrier's customer service centres;
  - b) contracted points of sale;
  - c) vehicles of the Carrier and other IDPK carriers;
  - d) the Pilsen Card E-shop;
  - e) the Virtual Card E-shop;
  - f) a mobile app Virtual Card.

All information on sales channels can be found at [www.pmdp.cz](http://www.pmdp.cz).

The Carrier is entitled to temporarily restrict or completely cancel any distribution channel for the sale of Tickets, in which case the Carrier will always inform passengers in a due and timely manner by standard means, in particular on the website at [www.pmdp.cz](http://www.pmdp.cz).

Passengers must notify the Carrier without undue delay of any change in their eligibility for a discount. In cases of doubt, the Carrier may demand the resubmission of one of the above-mentioned documents.

### Article 3

## **Pilsen Card, Virtual Card**

This Article applies to PCs and VCs issued by the Carrier. PCs or VCs issued by other entities are subject to the terms and conditions of those other entities issuing the relevant pass.

- 1) PCs (except for the Company Pilsen Card) and duplicates are issued by the Carrier upon application, subject to the terms and conditions set out in the General Terms and Conditions for the Issuance and Use of Chip Carriers Issued or Registered in the Pass System of Plzeňské městské dopravní podniky, a.s./Terms and Conditions for the Issuance and Use of Electronic Money ("General Terms and Conditions"). They are a non-transferable subscription device.
- 2) If passengers or employees of the Carrier's customer service centres discover that a PC or Pilsen Mini is defective, i.e. the necessary validity data cannot be read from it (e.g. in the On-Board Ticketing Device in the Carrier's vehicles or in equipment installed in the Carrier's customer service centres), such passengers are entitled to have a new



pass (duplicate) issued and, where applicable, activated in accordance with the General Terms and Conditions and the Carrier's Complaints Procedure. If a duplicate PC is issued because the original data carrier is not working, the passenger (holder) must surrender the original data carrier.

- 3) For each individual transaction listed below at the Carrier's customer service centres and at contractual IDPK vendors, a handling fee is charged at the current rate listed on the Carrier's website. The following transactions are subject to such fees:
  - a) activation of a PC or Pilsen Mini by subscription;
  - b) top-ups to the Electronic Wallet of a PC or Pilsen Mini.If the above transactions are accompanied by another service (e.g. card issuance or replacement), no handling fee is charged. No handling fee is charged at Self-service Devices or the Pilsen Card E-shop, or in the Virtual Card system.
- 4) Passengers may verify the contents of their PC or Pilsen Mini at any On-Board Ticketing Device. Information about the validity of their subscription and their Electronic Money balance is displayed after the PC or Pilsen Mini is tapped on the Ticketing Device (without prior selection of the Fare). When the pass is tapped, the Electronic Money balance and a list of the last five transactions made with Electronic Money are displayed. Holders can view subscription validity information by pressing the arrow symbol.
- 5) Sales of subscriptions and the top-up of Electronic Money for a PC or Pilsen Mini via the Pilsen Card E-shop are governed by the document "General Terms and Conditions for Topping-up Electronic Money and Purchasing Time-based Tickets via Internet Sales for the Pilsen Card and its Variants".  
Sales of VC subscriptions via the E-shop and the Virtual Card mobile app are governed by the document "General Terms and Conditions for the Virtual Card System".
- 6) A duplicate cannot be issued if a Pilsen Mini is lost as this is a transferable Ticket. Therefore, the Electronic Money balance or subscription cannot be converted.
- 7) A PC is valid for five years and the passenger must apply for a replacement sufficiently in advance, i.e. at least 30 days before the expiry date. Once a PC expires, it becomes an invalid Ticket as its contents can no longer be verified. A Pilsen Mini is also valid for five years from the date of issue. On expiry of this period, replacement is not possible; only a new data carrier may be purchased.
- 8) VC user accounts are set up in accordance with the terms and conditions set out in the "General Terms and Conditions for the Virtual Card System".

#### Article 4

### **Ticket Inspection**

- 1) Authorised Persons, unless they are the driver of the vehicle, prove their authority by means of an inspection badge when inspecting the validity of Tickets. At a passenger's request, they present their Carrier identity card along with the inspection badge; the two registration numbers must be the same.
- 2) Authorised Persons are entitled to advise passengers that a Ticket inspection is planned in the vehicle by asking to see their Ticket before they board the vehicle; in the absence

of a Ticket, Authorised Persons have the authority to prevent a passenger from entering the vehicle unless it is clear from the passenger's actions and beyond any doubt that they intend to obtain a valid Ticket immediately after boarding the vehicle in accordance with these Terms and Conditions.

- 3) Passengers must present a valid Ticket or provide a PC, VC or other document for inspection if so requested by an Authorised Person. Passengers who fail to comply with this requirement must pay the Fare and Fare Surcharge, unless otherwise provided for in these Terms and Conditions, or prove their identity by means of the personal data required for the registration of Fare evaders or incorrect Fare payers so that, if necessary, subsequent payment of the Fare and Fare Surcharge can be enforced. Personal data here means the first name, surname, date and place of birth, and address of permanent residence (or mailing address, if applicable), as stated in the passenger's identification paper (e.g. their identity card or passport, and in justified cases also their driving licence), and the number of that identification paper. For minors, the personal data of their legal guardian is required, i.e. first name, surname, date of birth, and mailing address. The obligation to provide personal data also applies to cases where the validity of a Ticket cannot be clearly determined from the PC or VC.
- 4) If so requested by an Authorised Person, passengers must remain in the vehicle or in another designated place for the entire time that the charging of a Fare Surcharge or a breach of the Rules of Carriage is being resolved. Passengers then wishing to continue their journey must purchase a Ticket.
- 5) Passengers who fail to provide the personal data referred to in paragraph (3) of this Article are required, if so requested by the Authorised Person, to accompany them to a competent public administration office to establish their identity, or to remain in a suitable place until a person authorised to establish the passenger's identity arrives. An Authorised Person has the authority to detain passengers by reasonable means if they do not heed the Authorised Person's instructions and attempt to leave a designated place.
- 6) The Fare Surcharges set out in Annex 1 to these Terms and Conditions apply to travel without a valid Ticket. The Carrier is entitled to update Annex 1 and to notify passengers of the change at customer service centres and on the Carrier's website.
- 7) Passengers who subsequently prove, at the Carrier's penalty Fares office, within 15 calendar days of the date of a Ticket inspection that they were the holder of a valid time-based subscription at the time of the inspection, or that the pass was not working because of visible mechanical damage (breakage, abrasion, etc.), are required to pay a Fare Surcharge in accordance with Annex 1 to these Terms and Conditions.

A Ticket under Article 2(1) of these Terms and Conditions or a valid data carrier of a transferable subscription (a Company Pilsen Card, Pilsen Mini, Tourist Ticket, or VC) activated in advance for a given validity period cannot be presented ex post.

- 8) Passengers are required to pay a Fare Surcharge for a breach of the Contractual Terms and Conditions of Carriage in accordance with Annex 1 if they present another person's Ticket or identification, if the obligations laid down in this Article 4(3) and (5) or in Article 5(3)(b) and (c) are breached and/or if the prohibitions laid down in Article 5(4)(m) of these Terms and Conditions (physical or verbal assault of an Authorised Person, fleeing from an Authorised Person, refusal to show identification – waiting for the arrival of a police patrol) are not respected; they are also obliged to pay in full for any damage to property caused, regardless of culpability, by drunkenness or soiling of a vehicle.

- 9) Where passengers present an invalid Ticket, Authorised Persons have the authority to confiscate that Ticket from them if:
  - a) it is being used by an unauthorised person;
  - b) it is not the original;
  - c) the information does not reflect reality, or has been unlawfully altered;
  - d) the PC is on the list of blocked passes.
- 10) Fare Surcharges are payable in the vehicle, at the Carrier's penalty Fares office, the address of which is provided on the Carrier's website, or by wire transfer (the date on which payment is credited to the Carrier's account is the decisive date for judging payments).
- 11) For the purposes of determining the amount of a Fare Surcharge, the first day for the reduced Fare Surcharge is always the day following the Ticket inspection.
- 12) If the last day of the time limit for payment of the reduced Fare Surcharge falls on a Saturday, Sunday or public holiday, the last day of such time limit is taken to be the next following working day.
- 13) After the deadline for payment of the Fare and the Fare Surcharge at the reduced rate passes, statutory default interest is charged. In addition, debtors may be charged a fee for any consequences of out-of-court enforcement; in the event of judicial enforcement, additional costs associated with such enforcement will be applied.
- 14) Authorised Persons may be equipped with a recording device and may record the entire course of a Ticket inspection, including communication with passengers. In this case, passengers' personal data is processed for the purposes of the Carrier's legitimate interests within the meaning of Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "Regulation"), and the consent of the data subject is not required for such processing. The Carrier's legitimate interests include, but are not limited to, the possibility of an orderly investigation into any passenger complaints about the actions of Authorised Persons, retrospective review of the course of a Ticket inspection, subsequent resolution of conflict situations, etc. Personal data obtained in this way may also be disclosed to third parties, i.e. public authorities and courts. All information regarding the processing of and access to personal data is published, in accordance with Article 13 of the Regulation, on the Carrier's website at [www.pmdp.cz](http://www.pmdp.cz) (in the section Mandatory Information/Privacy Policy).

## Article 5

### **Relations between the Carrier and Passengers**

- 1) Prior to being carried by the Carrier's vehicles, passengers are obliged:
  - a) To familiarise themselves with the current Contractual Terms and Conditions of Carriage, the Rules of Carriage and the current Price List before boarding the Carrier's vehicle;
  - b) to be present in the Stop Area before the Carrier's vehicle starts to let passengers board.
- 2) Passenger Fare-related obligations:
  - a) to have a valid Ticket at the commencement of and throughout the carriage and

upon alighting from the Carrier's vehicle, i.e.:

- i) to board the vehicle with a prepared, issued Ticket and to stamp it in the Stamping Machine without undue delay (immediately) after boarding;
  - ii) or have a pre-purchased time-valid travel document (subscription);
  - iii) or to have a document or pass entitling the passenger to free carriage or discounted Fares;
  - iv) or, if the passenger has a sufficient balance of Electronic Money on their PC or Pilsen Mini, or a sufficient balance in the account tied to their CBC, they are obliged to validate their Ticket via the Ticketing Device without undue delay after boarding the vehicle;
  - v) or, where an SMS Ticket is used or a Ticket is purchased via VC, the passenger is obliged to board the vehicle with an SMS Ticket that has been received and is valid in their mobile phone, or with a Ticket that has been received and is valid in their VC mobile app.
- b) The requirement to promptly validate a Ticket means that, after boarding, the passenger immediately heads to the nearest Ticketing Device without sitting down, looking for an unprepared Ticket or PC/subscription/CBC for the purchase of a Ticket, using their phone or engaging in any other activity unrelated to the need to validate their Ticket without undue delay (immediately).
- c) Passengers transporting a bicycle, scooter or live animals must also have a valid Ticket for them, unless they may be carried free of charge.
- d) Passengers who, in the Pilsen Card E-shop, have topped up their subscription for the current period or topped up their Electronic Wallet, must validate this transaction either before boarding or without undue delay after boarding the Carrier's vehicle.
- e) To obey the instructions and orders of the Carrier's Authorised Persons aimed at ensuring the safety and flow of transport or the safety of persons.
- f) To keep hold of their Ticket in such a way that it can be inspected at any time during carriage, including upon alighting from the vehicle.
- 3) When being carried by the Carrier's vehicles, passengers are obliged:
- a) To comply with the Rules of Carriage and the Contractual Terms and Conditions of Carriage, to check in properly and to meet the conditions set out in the Price List.
  - b) To refrain from any conduct that could endanger the safety and flow of transport, disturb order in the vehicle, or interfere with the driver and other employees of the Carrier in the performance of their duties, or cause damage or other non-pecuniary harm to the Carrier or fellow passengers.
  - c) To report to the vehicle driver, without undue delay, any injuries sustained in the vehicle (including when boarding or alighting from the vehicle) or damage to property in connection with carriage on board the vehicle.
  - d) To alight from the vehicle when it reaches the final stop.
  - e) To free up seats in the vehicle reserved for passengers with reduced mobility, disabled persons (holders of TP, ZTP, ZTP/P cards) and pregnant women.
  - f) To ensure that they board and alight from the vehicle promptly.
  - g) To board and alight from the vehicle only at a stop; alighting from the vehicle between stops is only permitted if passengers are instructed to do so by an Authorised Person.
  - h) To enable other passengers to validate their Tickets in a due and timely manner, in particular by vacating the door space in the vehicle where the Ticketing Device or Stamping Machine is located; they must not tamper with such devices or machines unless they have reason to use them.
  - i) To hold onto a handrail or strap while the vehicle is in motion. To wear a seat belt if

the seat is fitted with one. Passengers must exercise extra caution when validating their Ticket while the vehicle is in motion.

- j) To vacate the door area immediately when the “Do not exit, do not enter” signal sounds. The “Do not exit, do not enter” warning is signalled acoustically while a red or orange lamp in the car door is flashing or illuminated.
- k) Passengers who are boarding must not prevent passengers who are alighting from the vehicle from doing so.
- l) To warn the driver of danger by pressing the driver alarm button. To press the emergency brake button in the event of an emergency during a tram ride.
- m) Where passengers require the vehicle to stop at a request stop:
  - i) if alighting, they must use the signalling device in good time (by one long press of the signalling button to the driver – the “STOP” button or by using the door release button on the self-service door release system) or make their intention known to the driver of the vehicle in good time;
  - ii) if boarding, they must position themselves in a place in the bus Stop Area so that they are visible to the driver of the vehicle.
- n) Where vehicles are fitted with self-service door release buttons, passengers open the door:
  - i) if alighting, by pressing the vehicle’s self-service door release button located on the vertical handle next to the door or on the door;
  - ii) if boarding, by pressing the self-service door release button on the side of the door or on the door of the vehicle.  
The doors are opened by the driver when persons with severe visual impairments are being carried.
- o) To comply with the current obligations set by the Carrier, based in particular on the current epidemiological situation, hygiene recommendations by public authorities, and relevant legislative measures. Where this obligation is breached by passengers, the Carrier may demand reimbursement of the costs incurred or compensation for other damage associated with the necessary disinfection of the vehicle.
- p) In the event of an accident, a closed vehicle door can be released by means of the emergency door release.

4) Passengers are prohibited in particular from:

- a) Alighting from or boarding vehicles after an audible or visual signal has been given to stop alighting or boarding.
- b) Bringing into a vehicle unpackaged food and beverages (i.e. any food intended for immediate consumption which is in napkins, or in plastic, paper, metal or similar containers, and not tightly sealed in an impermeable container) which may harm or soil passengers or the vehicle, and from consuming them in the vehicle.
- c) Behaving noisily, making or playing music or singing, or using audiovisual equipment loudly.
- d) Placing Baggage and live animals on a seat.
- e) Standing, kneeling, or lying on a seat.
- f) Moving around or standing in the vehicle with a backpack or other Baggage on their back.
- g) On buses and trolleybuses, entering or remaining in the designated driver’s space between the driver’s cab and the front door of the vehicle while it is in motion (this space must be left clear so that the driver’s view out of the vehicle is not obstructed).
- h) Smoking or using alcohol or narcotic or psychotropic substances in the vehicle (the smoking ban also applies to electronic cigarettes).

- i) Being in the vehicle under the influence of alcohol or narcotic or psychotropic substances.
  - j) Being in the vehicle in inadequate clothing.
  - k) Opening the driver's door and entering the driver's cab in the vehicle.
  - l) Speaking to the driver while the vehicle is in motion or otherwise distracting the driver from driving the vehicle.
  - m) Assaulting an Authorised Person in any way (physically or verbally), fleeing from such a person during a Ticket inspection, or otherwise impeding a Ticket inspection.
  - n) Abusing or imitating signals or misusing signalling equipment.
  - o) Opening vehicle doors arbitrarily, staying near vehicle doors and obstructing passengers boarding and alighting.
  - p) Throwing or leaving things protruding from the vehicle, leaning out of windows, and opening the ventilation windows in vehicles where the air-conditioning is on.
  - q) Boarding and remaining in a vehicle with roller skates on.
  - r) Soiling or damaging the vehicle or the vehicle's equipment, especially devices for the validation of passengers' Tickets.
- 5) Authorised Persons may expel passengers from carriage in particular if:
- a) Despite being warned by an Authorised Person, they disobey the instructions and orders of that person and further breach the provisions of these Terms and Conditions or the Rules of Carriage.
  - b) They disturb the peaceful carriage of passengers or otherwise cause a nuisance to other passengers.
  - c) They do not have a valid Ticket.
  - d) They endanger operational safety, their own safety or the safety of other passengers.
  - e) They soil or damage the vehicle, including its parts and accessories.
  - f) They are in the vehicle wearing inadequate, dirty or smelly clothing.

#### Article 6

### **Special Carriage**

- 1) Passengers with a pushchair, pram, wheelchair, bicycle, bulky Baggage or a live animal who are waiting at a stop signal that they wish to board the vehicle by raising their hand. The driver indicates agreement or disagreement with such boarding by gesturing or verbally.
- 2) Passengers with a pushchair, pram, wheelchair, bicycle or bulky Baggage must signal to the driver that they wish to alight by pressing the driver signal button (the "STOP" button) or the button with the appropriate symbol (pushchair/bicycle/wheelchair).
- 3) In all cases, passengers must give the signal clearly and in good time to enable the driver to react safely to the signal.
- 4) Priority is given to the carriage of passengers with a pushchair, pram, wheelchair, bicycle or bulky Baggage who are already in the vehicle at the time it reaches a stop. Where such passengers are boarding at the same time, passengers with a pushchair, pram or wheelchair have priority over a passenger with a bicycle or bulky Baggage.
- 5) If a vehicle arrives at a stop behind another vehicle, the driver is only obliged to stop

again at the sign if a person in a wheelchair, a person with a white cane or a person with reduced mobility is waiting at the sign and signals to the driver by raising their hand. If a vehicle arrives at a stop behind two or more vehicles, the driver is obliged to stop again at the sign indicating the stop and allow passengers to board and alight here.

- 6) Children under the age of 6 may only travel if accompanied by a person over the age of 10.
- 7) The front doors of buses and trolleybuses are designed primarily for boarding by persons with reduced mobility.
- 8) Carriage of persons with reduced mobility
  - a) The vehicle driver decides whether a passenger in a wheelchair should board the vehicle, taking into account the space available in the vehicle and the safety of other passengers. Passengers are obliged to comply with the provisions of this Article, in particular paragraphs (1), (2), (3), when boarding and alighting.
  - b) Passengers in wheelchairs board the vehicle through the door marked with the wheelchair symbol.
  - c) Vehicles with wheelchair access are marked with the international barrier-free access symbol (a wheelchair) at the wheelchair access door and on the front of the vehicle.
  - d) Passengers using a wheelchair must take extra care during carriage, position the wheelchair in a designated area and use the wheelchair fixing device (if the vehicle is equipped with one).
  - e) A person accompanying a ZTP/P disability card holder must be physically able to move the disabled person around on Public Transport. Passengers in wheelchairs who are travelling alone must be able, using a platform, to transfer to the vehicle on their own or with reasonable assistance from the driver.
- 9) Carriage of pushchairs and prams
  - a) The vehicle driver decides whether a pushchair or pram should board the vehicle, taking into account the space available in the vehicle and the safety of other passengers. Passengers are obliged to comply with the provisions of this Article, in particular paragraphs (1), (2), (3), when boarding and alighting.
  - b) Passengers with a pushchair or pram board the vehicle through the door marked with a pram symbol. Passengers are responsible for loading or unloading the pushchair or pram themselves. Two pushchairs or prams may be carried in each vehicle at the same time; only the driver has the authority to permit the carriage of a larger number of pushchairs or prams.
  - c) Passengers with a pushchair or pram must take extra care during carriage, position the pushchair or pram in the designated area, and secure it against movement and overturning.
  - d) An empty pushchair or pram may be carried under the same conditions as Baggage. The carriage of a pushchair or pram with a child takes precedence over the carriage of empty pushchairs or prams.
  - e) It is not permitted to push a pushchair or pram down the aisle of a vehicle.
  - f) The carriage of pushchairs or prams transporting objects or visibly used for the transportation of objects is not permitted.
- 10) Carriage of bicycles and scooters
  - a) Bicycles and scooters (except folding ones, if transported folded) may be carried on Saturdays, Sundays and public holidays. On working days, bicycles and scooters may only be transported if this is explicitly stated in the timetable of the relevant line.
  - b) Bicycles and electric scooters may not be transported in vehicles.

- c) The carriage of scooters is subject to the same provisions as for the carriage of bicycles.
- d) The vehicle driver decides whether a bicycle may be taken on board. Passengers are obliged to comply with the provisions of this Article, in particular paragraphs (1), (2), (3), when boarding and alighting. The driver may refuse to carry a bicycle if the bicycle bay is already occupied or if there are too many passengers.
- e) Passengers must only board and alight from the vehicle through doors marked for the carriage of a pushchair, pram or bicycle and must place the bicycle in the space reserved for pushchairs, prams or bicycles; during carriage, passengers must secure their bicycle against unintentional movement.
- f) Passengers transporting a bicycle are responsible for ensuring that such carriage does not endanger the safety of other passengers or objects being transported, including the soiling thereof, and that the vehicle's equipment is not damaged or soiled; they must take particular care when boarding and alighting from the vehicle.
- g) No more than two bicycles may be transported in one vehicle at the same time.
- h) One person may transport only one bicycle.
- i) It is not permitted to push a bicycle down the aisle of a vehicle.
- j) A Carriage Charge as per the Price List is payable for the carriage of a bicycle (except for a folding bicycle transported in a folded state).
- k) Persons under 12 years of age may transport a bicycle only if accompanied by a person over 18 years of age.

#### 11) Carriage of Baggage

- a) Passengers may take no more than three pieces of Baggage on board a vehicle, none of which may exceed 50×60×80 cm, or 20×200 cm in diameter (cylinder), or 5×100×150 cm (panel). The weight of all Baggage together must not exceed 50 kg. In exceptional cases, a musical instrument, including its case, a pushchair, a pram, or a folding bicycle, unicycle or scooter, if folded, may exceed the specified size in one of its dimensions. Skis may be carried only in their protective packaging.
- b) Objects and dangerous items that would constitute a nuisance to passengers, loaded firearms (with the exception of weapons carried by the police and the army), and items weighing more than 50 kg are not accepted for transportation.
- c) The following in particular must not be brought into a vehicle:
  - readily combustible objects, flammable liquids, gases and explosives;
  - dirty, smelly or otherwise objectionable objects;
  - objects which are poisonous or hygienically hazardous;
  - unsealed and unwrapped electrical batteries including bicycles, scooters and similar electrically powered devices;
  - open-edged or open-tipped objects and glass panes, including framed panes.
- d) Passengers must place Baggage in such a way that it does not impede the driver's work, restrict the movement of passengers or Authorised Persons, cause damage to passengers or the vehicle, or otherwise be a source of danger.
- e) All Baggage is carried solely under the direct supervision of the given Passenger.

#### 12) Carriage of live animals

- a) Passengers may carry live animals provided that they are placed in Baggage with a leakproof bottom and dimensions of no more than 25×40×60 cm. Their carriage is subject to the same conditions as the carriage of Baggage and is free of charge.
- b) The Carriage Charge for a dog not placed in Baggage is stipulated in the Price List.
- c) Each vehicle may carry two dogs without a crate at the same time, provided that



they are securely muzzled and kept on a short leash at all times while in the vehicle. Dogs carried in unclosed Baggage must also be muzzled. The driver has the authority to permit a larger number of dogs to be carried if the operating conditions in the vehicle so allow.

- d) Passengers may only board with a dog if they have the driver's consent to do so.
- e) A dog must not be positioned in the vicinity of a pushchair, pram or wheelchair, unless the passenger with the dog is also accompanying the pushchair, pram or wheelchair user, and must not be a nuisance to other passengers.
- f) Where operationally imperative, an Authorised Person has the authority to refuse the carriage of live animals on a one-off basis.
- g) Restrictions on the number of dogs in the vehicle, the consent of the driver, the obligation to wear a secure muzzle and the positioning of the dog in the vehicle do not apply to guide and assistance dogs for the blind and disabled.

#### Article 7

### **Other and Final Provisions**

- 1) It is not possible to purchase a seat reservation in the Carrier's vehicles.
- 2) The Carrier is not liable for damage caused to the holder of a Ticket as a result of the loss, misuse or non-use thereof.
- 3) A contracted vendor's lack of tickets for a particular journey, or an insufficiently activated PC or VC for the relevant calendar period in a given Transport Zone, or an insufficient balance of Electronic Money on a PC or Pilsen Mini, or an insufficient balance in an account tied to a CBC, where required for validation by an On-board Ticketing Device, does not entitle passengers to be carried by the Carrier's vehicles.
- 4) The Carrier's tariff is available at the Customer Centres Denisovo nábřeží 12 and Klatovská 12, Plzeň or on the Carrier's website [www.pmdp.cz](http://www.pmdp.cz).
- 5) The smooth transfer of passengers between the Carrier's individual services is not guaranteed, with the exception of connections specified in the timetables.
- 6) Terms and conditions regarding complaints about products and services provided by the Carrier (Complaints Procedure) are published on the website at [www.pmdp.cz](http://www.pmdp.cz) and are also available at the Carrier's customer service centres.
- 7) Out-of-court settlement of consumer disputes – where a passenger has duly complained about products and services provided by the Carrier in accordance with these Contractual Terms and Conditions of Carriage and the Complaints Procedure or has sought other remedies from the Carrier and it has not been possible to resolve the dispute by mutual agreement between the passenger and the Carrier, the passenger has the right to contact the following entities competent to deal with consumer disputes out of court:
  - i) the Financial Arbitrator in cases involving the provision of Electronic Money issuance services and the provision of payment services relating to Electronic Money: Kancelář finančního arbitra [Office of the Financial Arbitrator], Legerova 1581/69, 110 00 Praha 1, [www.finarbitr.cz](http://www.finarbitr.cz);

- ii) the Czech Trade Inspection Authority in all other cases not mentioned under (i) above: Česká obchodní inspekce, Ústřední inspektorát – oddělení ADR [Czech Trade Inspection Authority, Central Inspectorate – ADR Department], Štěpánská 15, 120 00 Praha 2, www.coi.cz.
- 8) These Contractual Terms and Conditions of Carriage take effect as of 1 January 2024.
- 9) The Contractual Terms and Conditions of Carriage applicable as of 1 April 2023 are hereby revoked.
- 10) Annex 1 (Fare Surcharges – Excerpt from the Price List) constitutes a part of these Contractual Terms and Conditions of Carriage.

Plzeň, 1 January 2024

**Plzeňské městské dopravní podniky, a.s.**  
**Ing. Jiří Ptáček, MBA**  
Chief Executive Officer

## Fare Surcharges – Excerpt from the Price List

### Surcharges (CZK)

Payment	1. Passenger not holding a valid ticket – <b>fare evader</b>	2. Expiry of the validity of a time-based ticket or SMS ticket (with a tolerance of up to 2 minutes after expiry) – <b>incorrect fare payer</b>
<b>on the spot</b>	CZK 800	CZK 500
<b>within 15 calendar days</b>	CZK 1 200 + ticket	CZK 800 + ticket
<b>from the 16th calendar day</b>	CZK 1 500 + ticket	CZK 1 500 + ticket

For the carriage of a bicycle/scooter or live animal without a valid ticket, except in the cases referred to in Article 6(12)(a) of the Contractual Terms and Conditions of Carriage	CZK 300
If the passenger proves within <b>15 calendar days</b> , at a place designated by the Carrier, that they hold a valid time-based subscription (this does not apply to transferable subscriptions), the surcharge is	CZK 0
If the passenger proves within <b>15 calendar days</b> , at a place designated by the Carrier, that they hold a valid ticket and that the PC did not work because of visible mechanical damage (breakage, abrasion, etc.), the surcharge is	CZK 50
For the carriage of dangerous articles that are not permitted to be transported – surcharge	CZK 1 500
For a breach of Article 4(8) of the Contractual Terms and Conditions of Carriage (e.g. physical assault of an Authorised Person, verbal assault of an Authorised Person, fleeing from an Authorised Person, refusal to provide proof of identity, the presentation of another person's ticket or pass), the surcharge is	CZK 1500

VAT is not applicable