

Based on Article 120 of the Obligations Code (Official Gazette of the Republic of Slovenia no. 97/07 UPB1) and Article 12 of the Ordinance and method of providing the selected public utility service of public line transport in the city traffic on the territory of the Municipality of Koper (Official Gazette of the Republic of Slovenia no. 40/2013) (hereinafter: the Ordinance) and pursuant to the provisions of the Road Transport Act (Official Gazette of the Republic of Slovenia no. 131/06, 5/07, 123/08, 28/10, 49/11, 40/12 –ZUJF, 57/12 and 39/13), the Road Transport Contracts Act (Official Gazette of the Republic of Slovenia no. 126/03, 102/07) and the Decree on the forwarding and re-use of public information (Official Gazette of the Republic of Slovenia no. 76/05, 119/07 and 95/11) Arriva Dolenjska in Primorska d.o.o., Kolodvorska cesta 11, 6000 Koper (hereinafter: the Transporter) hereby publishes the following

GENERAL TERMS AND CONDITIONS OF TRANSPORTATION

for the transportation of passengers and luggage in city line transportation of passengers in the Municipality of Koper, provided by the Transporter.

1. I. GENERAL PROVISIONS

Article 1

The General Terms and Conditions of transportation regulate the contractual relationship between the Transporter and the passenger created with the purchase of the ticket, under the terms and conditions laid down by these general terms and conditions of city line transportation of passengers (hereinafter: city traffic) provided by the Transporter, the type of tickets and the condition for purchasing or acquiring them, the price of transporting the passenger and their luggage and other issues related to the contractual relationship between the Transporter and the passenger in city traffic.

Article 2

These General Terms and Conditions represent the contract in accordance with the applicable regulations in the Republic of Slovenia. With the purchase or acquisition of a ticket under the terms and conditions and in the manner defined herein, the passenger agrees to these General Terms and Conditions of Transportation and is bound by them.

Article 3

The General Terms and Conditions of transportation and the amendments must be published in the Official Gazette of the Republic of Slovenia, on the website of the Transporter and in the usual local manner prior to their entry into force.

Article 4

Uniform price shall apply to individual types of tickets in the city traffic.

The prices of individual tickets and the prices for the transportation of the passenger's luggage and their live animals that can be transported together with the

passenger in the city traffic vehicles pursuant to these General Terms and Conditions shall be determined in the Transporter's applicable price list.

The transportation of personal luggage, prams and animals, as stipulated in Articles 32 and 33 of these General Terms and Conditions of transportation shall be free of charge.

Article 5

The usual business practices of road traffic transportation apply to the rights and duties of the Transporter and the passenger not regulated hereby, by the law or by the tariff.

2. II. PASSENGER TRANSPORT

2. 1. TICKET

Article 6

The purchase or acquisition of the ticket under the terms and in the manner stipulated by these General Terms and Conditions of transportation shall mean entry into a contractual relationship between the Transporter and the passenger, based on which the passenger first obtains from the Transporter the right for transportation as well as the right to the transportation of the passenger's live animals in accordance with the published timetable, on the city traffic lines and under the terms stipulated by these General Terms and Conditions of transportation.

Article 7

The ticket shall be made out to the bearer or to a name. If a ticket is made out to a name, it may not be transferred to another without the Transporter's approval.

Article 8

Notwithstanding the acquisition of the right to transportation with the Transporter, a passenger may not enter the vehicle or must leave it upon the request of the driver or the controller, if:

- they show visible signs of being under the influence of alcohol, drugs or other psycho-active substances,
- their clothing or luggage is so dirty that it could cause damage to other passengers or the interior of the vehicle,
- they refuse to validate their ticket, do not have it or refuse to submit it for inspection upon the controller's request,
- they are under 6 years old and not accompanied by an older person,
- their behaviour endangers the public order,
- they carry luggage that is not allowed to be transported pursuant to Article 35 of these General Terms and Conditions.

No right to transportation shall be granted without the purchase or acquisition of the ticket under the terms and conditions and in the manner specified hereby.

If a passenger who has been asked to leave the vehicle under indents 1, 2, 3, 4 of the first paragraph hereunder refuses to leave the vehicle, the driver asks the Transporter's controller on duty for help and then continues with the driving. In the cases from indents 5 or 6 of the first paragraph hereunder, the driver must stop the vehicle and wait for the police to arrive.

The passenger shall not be entitled to fare reimbursement in the cases under the first paragraph hereunder.

Article 9

Electronic payment system for paying the transportation has been introduced in the city traffic. The following types of tickets are used:

1. Value tickets,
2. Payment of a single fare with a mobile phone,
3. Payment of a single fare with a single fare ticket,
4. Time tickets:
 - monthly:
 - general.

The electronic ticket carrier - the single electronic city card (hereinafter: the Card) is the Koper Card plus in four designs and is the carrier of transferable tickets (value ticket, transferable monthly ticket, transferable annual ticket), and non-transferable tickets (general monthly ticket, semi-annual school ticket, annual school ticket, free term ticket with or without time limitation). A non-transferable card cannot be transferred to other persons.

Card purchase, card refilling and method of fare payment

Card purchase

Article 10

A **transferable** card can be purchased at the Transporter's points of sale, card selling machines and points of sale marked with Koper Card Plus.

A name and non-transferable Koper Card Plus can be purchased at the Transporter's points of sale (Bus station Koper, Kolodvorska 12, Koper), subject to submitting a personal ID with a photo, a statement on agreement with these General Terms and Conditions of transportation (the form of the statement is issued to the buyer at the Transporter's point of sale) and submission of other documents, depending on the type of time ticket to be used by the buyer on Koper Card Plus.

The points of sale from the first paragraph are marked with the sign Koper Card Plus and published on the Transporter's websites.

Refilling of Koper Card Plus

Article 11

Refilling of Koper Card Plus means electronic recording of data specified hereinafter, using the appropriate electronic equipment.

For the purpose of using it in the city traffic, the user must fill the Koper Card Plus with:

- credit on the card that can be used for obtaining a value ticket for one trip,

- ticket for one trip, loaded on the card,
- time ticket, loaded on the card (transferable time ticket or non-transferable time ticket).

Regardless of the provision of the first paragraph hereof, the fare can be paid for, without credit, using the mobile phone, namely for a single fare without changing buses.

Value ticket

Article 12

The user has the following options for filling the Koper Card Plus with the credit for obtaining a single-trip value ticket:

- at the Transporter's points of sale,
- in the Koper Tourist Information Centre (TIC) outlets,
- at other points of sale,
- at self-service card selling machines.

The points of sale from the first paragraph are marked with the sign Koper Card Plus and published on the Transporter's websites.

Article 13

The user pays a single-trip one passenger fare (value ticket) with the credit on the Koper Card Plus by leaning the card to the validator in the vehicle.

The user pays a single-trip two or more passenger fare (value ticket) with the credit on the Koper Card Plus by informing the driver of the desired number of passengers for whom they want to pay the fare, and the driver enters such number in the electronic system. The passenger then leans the card to the validator installed near the driver.

Payment of the fare with credit allows for changing buses without additional payment of fare within 30 minutes from the payment of fare.

Payment with cash

Article 14

A passenger who wishes to pay the ticket with cash gives the cash to the driver and the driver prints a ticket from the ticket-selling system for the passenger, which also serves as the bill and contains data on paid amount, Transporter and time of travel. The passenger must keep the ticket until the end of the trip.

Single-trip ticket

Article 15

A user can fill the Koper Card Plus with single-trip tickets at the Transporter's point of sale at AP Koper, Kolodvorska cesta 11, Koper.

The Transporter fills the Koper Card Plus with a single-trip ticket once the passenger submits the ticket purchased in pre-sale prior to the enforcement of these General Terms and Conditions.

There can be up to 20 single-trip tickets uploaded on one Koper Card Plus, which means that a passenger may submit to the Transporter up to 20 tickets bought in pre-sale for one trip per one card.

Prior to uploading the tickets for a single trip to one Koper Card Plus, the passenger must submit to the Transporter their card, or it has to be purchased in accordance with the Transporter's valid price list.

Article 16

The passenger pays the fare with the single-trip ticket on Koper Card Plus by leaning the card to one of the validators installed in the vehicle.

A single-trip ticket on one card cannot be used for paying the fare of two or more passengers, which means that the passenger may only use the single-trip ticket to pay the fare for themselves.

Payment with cash

Article 17

For their safety, the drivers cannot accept banknotes of value higher than EUR 20 for the payment of transportation. Such payments are accepted by the Transporter at all other points of sale.

Payment of fare with a mobile phone

Article 18

A passenger may only use the mobile phone to pay for the fare on the vehicle they have entered. The payment of the fare with mobile phone does not allow for changing buses without additional payment of fare.

Fare can be paid with a mobile phone by users who have signed a subscription relationship with a Slovene mobile telephony operator offering the Moneta service (payments with mobile phones).

The passengers pay the fare using the mobile phone only on the validator installed near the driver. The payment is made by calling 1899 from the mobile phone and then immediately leaning it to the validator.

Time tickets

General monthly ticket

Article 19

A monthly ticket is a ticket purchased by the user on the basis of a preliminary entry of the right to buy such ticket on the Koper Card Plus (see the second paragraph of Article 10); it is made out to the name and non-transferable. A ticket can be used for an unlimited number of trips on all city passenger traffic lines.

The record of the right to purchase the general monthly ticket can only be made by the Transporter at their points of sale upon the request of the person who submits a valid personal ID with a photo to the Transporter. Such obtained record of the right is the basis for purchasing the general monthly ticket.

The points of sale of such general monthly ticket are defined in Article 12 of these General Terms and Conditions of transportation.

The general monthly ticket applies as of the first day of the current month until including the last day of the current month.

2. PERSONS ENTITLED TO USING PUBLIC TRANSPORTATION FREE OF CHARGE

Time ticket with companion

Article 20

In agreement with or on proposal of the Municipality of Koper, the Transporter may define a specific category of persons entitled to free-of-charge upload of a time ticket with companion on the Koper Card Plus, such as for example:

- a person with at least 60% physical impairment due to loss, injury or paralysis of lower or upper limbs or the pelvis, and the person accompanying them,
- a person with multiple sclerosis and the person accompanying them,
- a person with muscular or neuromuscular illnesses with estimated at least 30% physical impairment and the person accompanying them,
- a person with severe disability recognised under the provisions on the protection of persons with physical or mental disability and the person accompanying them,
- an under-age person with severe physical or mental disability or handicapped due to loss, injury, paralysis of lower limbs or the pelvis and the person accompanying them.

The Transporter shall be obliged to publish the list of the beneficiaries from the previous paragraph in the same manner as these General Terms and Conditions.

Time business ticket

Article 21

The beneficiaries entitled to free-of-charge time business ticket on Koper Card Plus shall be:

- persons employed with the Transporter in charge of carrying out control; and
- other categories of persons specified by the Transporter in agreement with or upon the proposal of the Municipality of Koper.

The beneficiaries from the first and the second indent of the previous paragraph hereunder must submit to the Transporter, prior to recording the time business ticket on Koper Card Plus, their employer's or the Transporter's business identification card.

The time business ticket is valid from the day of issue of such ticket until the day of validity of the beneficiary's business identification card hereunder.

Transportation of children

Article 22

Children under six years of age shall use the public transportation free of charge, as a rule without previous issue of a ticket.

A child time ticket can be obtained by parents, adopted parents, custodians or foster parents of the child subject to submitting a document that proves the child's age.

During the transport, the child must be accompanied by a person of age or an under-age person older than ten years, if that is allowed by the persons from the second paragraph hereunder.

3. TICKET CONTROL

Type of ticket control

Article 23

Ticket control comprises:

1. control of the right to own a name and non-transferable Koper Card Plus, regardless of the validity of the ticket loaded on it,
2. the validity of the ticket loaded on the Koper Card Plus.

The driver and the controller of the provider shall control the tickets from the first paragraph hereunder upon the entry into the vehicle or the validity of tickets during the trip, while the payment of fare shall be controlled upon the entry into the vehicle.

A ticket shall be valid if it is valid at the time of transportation and if the card on which the ticket is loaded is used by the beneficiary entitled to own such card.

A time ticket shall not be valid:

- if used by a person not entitled to own it,
- if it is not validated by the beneficiary upon entering the vehicle.

Method of controlling tickets

Article 24

The fare payment is controlled upon the entry of the passengers into the bus and the validity of the tickets is also controlled during the trip.

The user - passenger is obliged to buy a ticket for the transportation with the city passenger line transportation and validate the ticket when entering the vehicle. The ticket is validated by leaning it to the validator with the side marked with a hand holding a ticket and then waiting for a green light - a tick on top of the validator. During the fare payment control, the passenger must deliver the ticket to the controller, upon their request, for electronic checking of fare payment with Koper Card Plus and, if asked, also provide a personal ID with a photo. Under-age passengers may also identify themselves with a copy of a personal ID with a photo.

Any officially issued document (by a public body, society, public agency, employers and similar) with a photo of the person to whom the document had been issued (personal ID, driver's licence, business card, student card, bicycle licence and similar) shall be deemed to be a personal document with a photo.

Should the controller find that the holder of the Koper Card Plus issued to the name, who is less than 15 years old, does not have a personal ID or a copy thereof on them, the Koper Card Plus issued to the name shall not be confiscated and a verbal warning shall be issued instead.

A verbal warning shall only be issued once, provided that a valid ticket had been loaded on the Koper Card Plus issued to the name, even if it had not been validated.

A passenger in the vehicle who has no ticket or who did not validate the ticket upon the entry in the vehicle must leave the vehicle upon the controller's request. The controller shall confiscate a passenger's the Koper Card Plus with loaded ticket if such ticket is invalid. The controller may confiscate a passenger's Koper Card Plus issued to the name if the passenger fails to provide, upon request, a personal ID with a photo to prove the ownership of the Koper Card Plus issued to the name or if the Card is used by a person not indicated on it as the beneficiary entitled to use the Card.

Payment of fare with a mobile phone shall be established by the controller by demanding that the passenger tell the number of the ticket obtained in an SMS via the mobile phone from the control centre as certificate that the fare had been paid for. A passenger in the vehicle who had not paid the fare or refuses to tell the number of the ticket must leave the vehicle upon the controller's request. It shall be deemed that the passenger has no ticket if they refer to non-operational mobile phone upon fare payment control.

Article 25

The Transporter shall not compensate the damage for a confiscated, lost or otherwise destroyed Koper Card Plus with loaded ticket

For a new issue of a confiscated Koper Card Plus with loaded ticket within 60 days after its confiscation, the Transporter shall charge the passenger the cost of the new issue in the amount of EUR 50.00 and return the confiscated Card to the passenger in the state as upon confiscation. After the expiry of that deadline, the passenger

shall not be entitled to a time ticket purchased under the same terms and conditions as those of the confiscated Card for a period of one year.

If the passenger does not submit a request for the re-issue of a Card to the Transporter within 60 days of the date of confiscation of the Koper Card Plus, they shall no longer be entitled to the re-issue of the Card or the reimbursement of potential credit on the confiscated Card after the expiry of that deadline.

After the expiry of the deadline from the third paragraph hereunder, the Transporter shall annul the credit on the confiscated and found cards. The funds thus released are recorded as extraordinary revenue of the Transporter.

Re-issue of Koper Card Plus that had not been confiscated

Article 26

A Koper Card Plus that had been lost or became useless due to physical damage (e.g. broken, punched, cut-off and similar) with or without a loaded ticket shall be replaced by the Transporter upon the passenger's request by issuing a new Koper Card Plus.

The holder shall be obliged to immediately inform the issuer of a lost or stolen Koper Card Plus on the number +386 5 6625 100 or at the Transporter's cash desk at the Koper bus station. In the case of telephone notification of lost or stolen Koper Card Plus, the owner shall be obliged to confirm the cancellation in writing, namely with the statement of cancellation.

A previously cancelled and then found Koper Card Plus cannot be re-activated as valid; the owner is issued a new Koper Card Plus instead.

The Transporter records the same rights to obtain individual time tickets on such newly issued card as were recorded on the lost or damaged Card.

If a valid time ticket had been loaded on the lost or damaged Koper Card Plus, the transporter shall load it again on the newly issued Card.

If there was credit on the lost or damaged Koper Card Plus, the Transporter shall register such credit on the newly issued Card but only after the expiry of 48 hours from the passenger's request for the re-issue of Koper Card Plus.

Article 27

A lost transferable Koper Card Plus cannot be re-issued.

A Koper Card Plus that became useless due to physical damage (e.g. broken, punched, cut-off and similar) with or without a loaded ticket shall be replaced by the Transporter upon the passenger's request by issuing a new Koper Card Plus.

If a valid transferable time ticket had been loaded on the damaged Koper Card Plus, the transporter shall load it again on the newly issued Card.

If there was credit on the damaged Koper Card Plus, the Transporter shall register such credit on the newly issued Card but only after the expiry of 48 hours from the passenger's request for the re-issue of Koper Card Plus.

Article 28

Upon re-issue of Koper Card Plus that had not been confiscated but destroyed, stolen or lost, the Transporter shall charge the passenger EUR 10.00 for the service of issuing a new Card and recording the data on it, pursuant to Articles 26 and 27. The passenger shall not be charged for the value of newly loaded ticket or credit.

III. LUGGAGE TRANSPORTATION

Article 29

The following are not allowed to be transported by city traffic buses:

- weapons, sharp objects, easily flammable, explosive, radioactive and other objects or substances with characteristics that could be harmful or dangerous for the passengers, the driver or the vehicle;
- objects that are not allowed to be transported by law or other public order regulations;
- other items that could cause damage to the other passengers, the driver or the vehicle.

Article 30

The passenger's luggage and live animals can be transported by city traffic buses under the conditions stipulated by these General Terms and Conditions of transportation.

Article 31

Transportation of personal luggage and prams shall be free of charge.

Transportation of luggage weighing more than 10 kg with dimensions exceeding 30 x 40 x 50 cm, which the passengers have on them or near the seat, provided that it does not obstruct other passengers (hereinafter: luggage) shall be paid at the price applicable to the payment in cash for the use of public transportation.

Luggage that would obstruct other passengers cannot be transported.

Article 32

It is allowed to transport service dogs and guide dogs on the buses free of charge. With the exception of small animals in cages, no other animals are allowed to be transported by buses.

Article 33

Carry-on items comprise objects lighter than 10 kg with dimensions smaller than those specified in the second paragraph of Article 37 of these General Terms and Conditions (hand bags, nets, small bundles or packages) which can be placed on the bus floor, near the seat, provided that they do not obstruct other passengers, or can be held by the passenger in their arms.

1. IV. OBLIGATIONS AND RESPONSIBILITIES OF THE PASSENGER

Article 34

A passenger must make sure that they have entered the right bus at the departure or intermediate bus station and that they exit at the correct bus station.

A passenger may enter and exit the bus only at the station at which a stop is foreseen in the timetable.

A passenger may not enter or exit the bus outside the stations.

Article 35

A child under the age of six not accompanied by an older person may not enter the vehicle.

Passengers must enter and exit the vehicle through the appropriately marked doors.

Passengers must prepare for exit on time.

In vehicles equipped with the exit button near the door, the passengers open the door by pushing that button.

Passengers are not allowed to linger beside the driver so as to allow other passengers to enter or exit the bus freely.

When using the city traffic vehicles, the passengers shall be obliged to comply with the notices - warning signs and pictograms in the vehicle. If a passenger is standing while in a moving vehicle, they shall be obliged to hold the poles or other safety grips in the vehicle.

Article 36

Passengers are not allowed to litter or damage the vehicle, lean on the doors and open them by force. A passenger shall be obliged to pay for any damage caused in the vehicle.

During the ride, passengers shall not be allowed to disturb and harass the driver by talking or gesturing to him, or in any other way.

Passengers shall not be allowed to drink or smoke in the vehicles, use skateboards, rollers, put their feet on the seats, brawl, litter or in any other way damage the vehicle. A passenger shall be obliged to compensate any damage in the vehicle, caused by the passenger, their carry-on items, luggage or live animals.

A passenger shall be responsible for damages arising from their carry-on items, luggage or transportation of live animals or caused to another passenger in the vehicle according to the general rules on damage liability.

2. V. RESPONSIBILITY OF THE TRANSPORTER

Article 37

If transportation is interrupted for reasons not caused by the passenger, the passenger shall be entitled to demand that the transporter provide another suitable vehicle to transport the passenger to the point of destination.

Article 38

In the event of interruption due to force majeure, the Transporter's liabilities under the previous Article shall not apply.

Article 39

The Transporter shall be liable for damages resulting from a passenger's death, health or body injury (personal damage) and any delay or interruption of transportation (other damage) in line with the provisions of the Road Transport Contracts Act (Official Gazette of the Republic of Slovenia no. 126/03).

Article 40

The Transporter shall not be held liable for damages arising from death, health or body injury of a passenger if it is able to prove that the damage had been caused by the passenger or other external causes that could not have been anticipated or prevented - force majeure.

Article 41

The Transporter shall not be liable for damages resulting from delay or interruption of transport if it is able to prove that such delay or interruption was not their fault.

Article 42

A damage claim in the event of delay or interruption of transport must be submitted in writing and delivered to the Transporter within 15 days of the day when the transport was supposed to be terminated.

If such damage claim is not submitted within the deadline from the first paragraph hereunder, the Transporter shall no longer be liable for the damages concerned.

Article 43

The Transporter shall not be liable for any damages resulting from the loss of or damage of carry-on items or luggage.

3. VI. FOUND ITEMS

Article 44

When a bus driver, an employee of the Transporter, working as controller and any other employee of the Transporter (hereinafter: the Founder) finds an item they believe to be owned by a passenger or any other person entitled to collect such found item, such person must immediately be informed of the found item so that they can collect it.

If the Founder does not know the person from the first paragraph, the found item must be delivered to the responsible person of the Transporter's competent department at the registered office without delay.

The Founder shall reasonably believe that a certain person is the owner of a found item or a person entitled to collect it if such owner or person can be identified or recognised on the basis of the found item (personal identification document, detailed description of the found item or its content, etc.).

Article 45

The Founder must collect the item found by a passenger or a third person and delivered it as a found item.

Article 46

The Transporter's responsible person shall be obliged to immediately fill in the part of the form "Lost and found" to be filled in by the responsible person, while the other part of the form must be filled in by the Founder.

Article 47

The Transporter's responsible person shall be the person authorised by the director to handle found items, employed by the Transporter.

Article 48

The responsible person must accept the found item from the Founder and register it in the Book of found items.

Without delay, the responsible person must make sure to identify, if possible, the owner of the found item or the person entitled to collect it, inform them of the found item and deliver the item to them, subject to verification of personal data and signature proving that the found item had been collected.

If the responsible person is unable to identify the owner of a found item or the person entitled to collect it, the found items must be put in storage, namely:

- found items of significant value from the tenth day of a current month must be stored until the tenth day of the next month when they must be delivered to the Koper Police Station, subject to recording the relevant minutes;
- found items of insignificant value must be stored for three months, counting from the last day of the month in which the item was found.
- perishable goods are not stored and are removed immediately.

Article 49

After the expiry of the deadline from the second indent of the third paragraph of Article 54, the responsible person shall be obliged to ensure that the found items of insignificant value are examined by the commission and to offer any useful items to humanitarian organisations and destroy or dispose of all useless items, of which appropriate minutes are recorded.

4. VII. COMPLAINT

Article 50

The deadline for filing complaints arising from the legal relationship between the Transporter and the passenger shall be 8 days.

After that deadline, the data shall be destroyed.

VIII. TRANSITIONAL AND FINAL PROVISIONS

Article 51

The General Terms and Conditions shall apply as of 1 October 2014.

Koper, 26 September 2014

Bo Erik Stig Karlsson
General Manager