



# **Leo Express s.r.o. and Leo Express Polska sp. z o.o Contractual Conditions of Carriage Valid for Public Line Transport**

effective from October 22<sup>th</sup>, 2019

These Contractual Conditions of Carriage were authorized by Leo Express s.r.o. Board of Directors on October 21<sup>th</sup>, 2019.

## Definition of abbreviations and terms for purposes of these Conditions

- **LE** – Leo Express s.r.o., with registered seat at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, IČ 06661572, eventually Leo Express Polska sp. z o.o, with registered seat at Warszawska 21/7, 40-009 Katowice, REGON 146 617 345; LE is hereinafter also referred to as the **operator**,
- **Reservation system** – LE online reservation system for booking and purchasing tickets available on the web page [www.leoexpress.com](http://www.leoexpress.com),
- **Tariff** – a valid LE Tariff for carriage of Passengers and baggage in the public passenger railway transport available on the web page [www.leoexpress.com](http://www.leoexpress.com),
- **Conditions** – the valid Contractual Conditions of Carriage
- **Fare** – a price for carriage of the Passenger from a Departure station to a Destination station according to the valid tariff,
- **Fare certificate** – a document proving the conclusion of a contract of carriage and rights resulting from such a contract in the course of the execution of the contract, fare certificate is in the rest of the document also referred to as a ticket,
- **Departure station** – a train station, in which the Passenger boards the vehicle of the operator and which is specified on the corresponding ticket,
- **Destination station** – a train station, in which the Passenger disembarks the vehicle of the operator and which is specified on the corresponding ticket,
- **Authorized person** – LE steward, LE driver or another person authorized to issue instructions and orders to Passengers,
- **Contract of Carriage** – a contract for transporting passengers, in which the operator pledges to transport passenger from the departure station to the destination station and the Passenger pledges to pay the fare for this carriage,
- **Vehicle** – a bus with a visible inscription Leo Express,
- **leo credits** – LE currency, conditions of its usage are specified in conditions of Smile Club,
- **Contact e-mail** – [info@le.cz](mailto:info@le.cz) is intended for communication in Czech, Slovak and English language and [info@leoexpress.pl](mailto:info@leoexpress.pl) is intended for communication in Polish, Ukrainian and English language for connections passing through the area of Poland,
- **Exchange rate** – current carrier's internal rate for conversion from CZK to other currencies which is available on the website [www.leoexpress.com/en/faq](http://www.leoexpress.com/en/faq) in "other" section,
- **SEPA** – Single Euro Payments Area, i.e. a single payment area for payments in Euro in the European Union (EU) and the European Economic Area (EEA).

## 1. Introductory Provisions

- (1) These Contractual Conditions of Carriage valid for public line passenger transport govern the rights and obligations of LE during the carriage of persons, their baggage and live animals in domestic and international public line passenger transport, as well as the rights and obligations of Passengers using the LE services. The Conditions also define the conditions of the origin and expiration of the Contract of Carriage, including the exercise of rights arising from the Contract of Carriage.
- (2) All the relationships resulting from these Conditions shall be governed in compliance with the laws of the Czech Republic (decisive law). The competent court for dispute settlements from these legal relationships is the Czech court.
- (3) The processing of all personal data is governed by the information published on [www.leoexpress.com](http://www.leoexpress.com) in Personal Data Protection section.

### 1.1. Scope of Application

- (1) The Carrier pronounces these Transport Conditions in accordance with the Act on Road Transport. The Carrier declares these Conditions of Carriage in accordance with the Act No. 111/1994 Coll., of 26 April 1994, on road transport, as amended, with the Ministry of Transport Decree No. 175/2000 Coll., on Transport Regulations for public rail and road passenger transport, as amended, with the Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004, and with other legal regulation, especially Regulation (EC) No 1073/2009 of the European Parliament and of the Council of 21 October 2009 on common rules for access to the international market for coach and bus services, and amending Regulation (EC) No 561/2006.
- (2) In the territory of the Slovakian Republic, these Conditions of Carriage are in accordance with the Act No. 56/2012 Coll., on road transport, as amended, and with other universally binding laws and regulations.
- (3) In the territory of the Polish Republic, these Conditions of Carriage are in accordance with the law of 6 September 2001, on road transport (Coll. 2001, No. 125, item 1371).
- (4) Specified conditions regarding types of fares are stated in Tariff.

## 2. Contract of Carriage

- (1) By virtue of concluding the Contract of carriage a binding legal relationship arises between the operator and the Passenger the content of which is, in particular, the pledge of operator to transport the Passenger from the Departure Station to the Destination Station on connections stated in the ticket, and the pledge of the Passenger to pay Fare for the carriage and abide by duties leading from the General Legal Regulations, Tariff and these Contractual Conditions of Carriage.

## 2.1. Conclusion of Contract of Carriage

- (1) A contract of carriage shall become effective if a passenger with a valid ticket boards the vehicle.
- (2) Passengers without a valid ticket may enter the vehicle of the carrier only if they ask the authorized person of the carrier, before the actual departure, whether a ticket with a reservation place can be purchased directly in the vehicle. If a ticket with a place reservation can be purchased, a contract of carriage is created at the moment of issuance of the ticket in the vehicle and by subsequent payment of the fare according to the applicable LE tariff.
- (3) If the person authorized by the carrier informs the passenger who does not have a valid ticket that the vehicle is already fully occupied, the passenger does not have the right to carry out the transport and hence to conclude the contract of carriage.

## 2.2. Due Performance of the Contract of Carriage

- (1) The Contract of Carriage is regarded as having been duly performed by the operator:
  - a) by virtue of the due performance of carriage in the scope agreed upon in the Contract of Carriage,
  - b) if it has been performed in a scope different from that agreed upon in the Contract of Carriage but the Passenger has been rightly excluded from transportation by the authorized person.
- (2) **The Contract of Carriage becomes invalid** if the Passenger interrupts his journey. Interruption of the journey is taken to mean the Passenger's deboarding in a station that is different from the Destination Station, unless he deboards based on instructions of the authorized person. In this case of an invalid contract, the Passenger is not entitled to any refunds of fare and the ticket becomes invalid.
- (3) All LE bus connections requires **seat reservation**. The Passenger may only occupy seats stated on a valid ticket. Any seat shall also be regarded as occupied if the Passenger shall place on it an article of his clothing or a piece of baggage. The entitlement for the reserved seat expires if the seat remains unoccupied after 15 minutes since the departure of the vehicle from Departure Station stated on the ticket. For this purpose, the seat is not considered to be occupied if the Passenger places a part of the clothing or hand baggage on the seat.

## 3. Ticket

- (1) For the purposes of inspection of conclusion of the Contract, the Passenger shall submit a valid ticket and eventually an original valid document proving the entitlement for the discount.
- (2) The ticket is valid only for carriage specified by day, connection and number of passengers stated on the ticket.
- (3) Timely purchase of a ticket is necessary for all LE connections to which these Conditions apply. The ticket consists of a ticket with a place reservation, all the connections require seat reservation. Purchase of a ticket must be made no later than before the departure of the relevant connection specified by the carrier.

- (4) Entitlement to a reserved seat is extinguished if, according to the ticket, the relevant passenger does not occupy the seat for the entire journey. For this purpose, occupancy is not considered if the passenger places a piece of clothing or hand baggage on the seat.
- (5) **The Ticket includes:**
- a) commercial name of the operator, who concluded the Contract of Carriage,
  - b) Departure and Destination Station,
  - c) type and amount of the Fare,
  - d) number of the connection,
  - e) time and date of departure from the Departure Station,
  - f) time and date of arrival to the Destination Station,
  - g) unique code,
- (6) **Tickets may take the following form:**
- a) paper ticket (issued at the LE ticket office, by contractual LE vendor or printed by a printing machine by the Passenger obtained from online purchase),
  - b) electronic ticket (capture and display of ticket on an electronic device such as a cell phone, which enables submitting to an authorized person). If a Passenger does not receive an electronic ticket within one hour after its purchase to his / her e-mail address, the Passenger is required to immediately contact the operator via his contact e-mail address.
- (7) The Passenger is required to check the information stated in the ticket without undue delay after its receipt, the Passenger is responsible for possible errors in the data.
- (8) The validity of the ticket is among others controlled by a **unique code**, which is stated on the ticket. The person purchasing the ticket, excluding LE or other operator, is the only one who knows the unique code of the purchased ticket and may be disclosed it only to a Passenger who exercises the rights from the Contract or to other Person Authorized for inspecting the tickets.
- (9) Passenger, boarding the LE Vehicle without valid ticket **is obliged to pay the new fare or the difference up to the current amount of fare.**

### 3.1. Fare Discounts

- (1) The discounts and conditions of their usage are stated in Tariff and in LE commercial offers.
- (2) Before the ticket purchase, the Passenger is obliged to disclose the required type of discount. **It is not possible to get a discount after the purchase.**
- (3) All and any Passengers who exercise entitlement to any of the discounts provided on LE train connections are **obliged to present the original of the relevant document proving their entitlement to the discount that they are claiming.** The obligation for Passenger to submit for inspection corresponding entitlement of discount holds valid **during the whole carriage.** If a valid Discount Identification Card shall not have been submitted along with the ticket, it shall be regarded as invalid and the Passenger shall be regarded as a Passenger without a valid ticket.

In this case, Passenger is obliged to pay the difference to the current amount of Fare. If the passenger violates this provision, he may be excluded from the carriage by the authorized person.

- (4) The additionally submitted Certificates or other additional submission of discounts shall be not taken into consideration and the Passenger continues to be obliged to pay the difference in the Fare, eventually also Surcharge (Contractual Penalty) to Fare in sense mentioned in the previous article.

### 3.2. Cancellation of Tickets by Passengers

- (1) The Passenger may cancel the ticket **before the scheduled departure of the connection from the Departure Station.**
- (2) The transaction fee **for cancellation of the ticket is CZK 30**, for each cancelled ticket. This fee is not paid in case the customer purchased the ticket via his/her Smile Club account and thus the cancellation is in a form of leo credits.
- (3) In case the ticket is for less than 30 CZK, the transaction fee is equal to the price of ticket.
- (4) The transaction fee is in form of deduction of the returned amount.
- (5) **The cancellation of ticket shall not be possible if:**
  - a) it is directly stated in the conditions of offer (action tickets, ticket vouchers etc.);
  - b) the passenger shall have not provided unique code of the purchased ticket or other required data for cancellation of the ticket or his chosen method for the return of the amount.
- (6) **Group tickets** may be cancelled only together for all passengers on the group ticket, no later than 24 hours before the scheduled departure of the connection. The transaction fee for cancelling a group ticket is charged in a one-off amount of CZK 30 for the entire ticket.
- (7) **Return tickets** may be cancelled only as a whole (for both journeys at once) before the scheduled departure of the vehicle from the Departure Station, or it is possible to cancel the second journey (the way back), after the first trip is completed (the way there).
- (8) The fare shall not be returned for an unused or partially unused ticket.
- (9) The carrier is entitled to cancel the purchased ticket in case the ticket was a mistake of the reservation system, which arose independently of the carrier's wishes, purchased by the passenger at a disproportionately low price (eg CZK 3), where route, this low cost cannot cover the carrier's basic operating costs. If this happens, the carrier is obliged to return to the customer the funds he or she has spent for the ticket purchased. This provision does not apply to special actions by the carrier and promotion of new carrier routes.
- (10) The refund will take place by one month after the receipt of submitted application.
- (11) In the case of completion of a binding order for a group ticket to the LE sales department, the customer acknowledges that the cancellation can be made at least 7 days before the departure of the relevant vehicle. If the customer wants to get refund for the cancelled ticket in a form of money, the transaction fee for the ticket refund would be 25 % of the price of each individual ticket. If the ticket refund is in a form of leo credits, transaction fee would not be charged.

- (12) Upon completion of a binding order for a group ticket to LE Sales department, the customer acknowledges that a change in reservation can be made no more than two times after the completion and requires a fee of 10 % of the total cost of the group ticket.

### 3.2.1. Where to Cancel Tickets

- (1) The Passenger, who purchased the ticket through a client account LE, may cancel the ticket after logging in to **his account** on the website [www.leoexpress.com](http://www.leoexpress.com).
- (2) Passengers may cancel the tickets **on the website** [www.leoexpress.com](http://www.leoexpress.com) in case the ticket was purchased via internet.
- (3) Passengers may cancel the tickets at **LE ticket offices** except the tickets purchased via internet.
- (4) Tickets purchased at **LE contract vendors** may be cancelled at the particular contract vendor, where the Passenger purchased the ticket, at LE ticket offices or by sending a request via contact e-mail.
- (5) All Passengers may cancel the tickets via **LE call centre based on claim sent** to the contact e-mail address (it is recommended to state in the subject of the email "storno").

### 3.2.2. Form of the Fare Return

- (1) The fare may be returned in form of **cash** only at LE ticket offices and at LE contractual vendors.
- (2) The fare may be returned **back to the payment card** only in case the ticket was purchased in LE e-shop provided that fare was paid online by payment card.
- (3) The fare may be returned in form of **transfer to a bank** after completing the form located on the LE website. For foreign payments outside the SEPA area, the passenger pays the bank charges for foreign bank transfer. The bank charge is in a form of deduction from the refund.
- (4) The fare may be returned in form of **leo credits** only to clients who have a Smile Club account.
- (5) Tickets purchased by leo credits may be returned back only in form of leo credits.

## 4. Rights and Obligations of Passengers

- (1) **The Passenger has the following obligations:**
  - a) he shall exercise care appropriate to the nature of public line transport, and abide by the instructions of the authorized person, including instructions expressed by symbols or notices in the vehicle in such a manner as to ensure the highest possible level of safety and efficiency of public transport (for example, passenger is obliged to fasten seat belt on Vehicles equipped with seat belts),
  - b) he shall board or disembark the vehicle only at a Train Station or stop and only when the vehicle is not moving.
- (2) **The Passenger is responsible for:**

- a) the children he is accompanying,
  - b) his timely arrival at the LE ticket office at the Train Station at which he wishes to purchase a ticket, so that all necessary documents could be issued in time before the train's scheduled departure, also with regard to a possible higher number of passengers and the time needed for timely and safe boarding the vehicle before its departure,
  - c) his timely and safe boarding of the vehicle at the Departure Station stated on the respective ticket, used for the respective carriage and which entitles the Passenger to the carriage,
  - d) his timely and safe disembarking of the vehicle at the Destination Station stated on the respective ticket, used for the respective carriage and which entitles the Passenger to the carriage.
- (3) The Passenger may use the audio-visual, information, communication and safety devices located in the premises for Passengers and on LE Vehicles only in compliance with the instructions of a Person Authorized by LE and with the purpose of said devices.

#### 4.1. Refunds for Delays and Cancellation of Connections

- (1) If the reasons are **not caused by the Passenger**, the Passenger shall be entitled to a Refund of Fare without a Deduction.
- (2) If, due to reasons caused by LE, the carriage of the Passenger **cannot be completed on the connection on which the Passenger started his journey**, the Passenger shall be entitled to compensation by one of the following means:
  - a) further carriage to the Destination Station on the closest suitable LE connection, in which are free seats,
  - b) by substitute LE transportation if LE secures it for this connection,
  - c) free carriage back to the Departure Station on the closest LE connection. In this case, the Passenger with a ticket for a single journey shall be entitled to a Refund of the Fare that he paid,
  - d) Refund of Fare for the untraveled section of the journey if the Passenger shall have relinquished his right to further carriage, and the authorized person certified such fact.
- (3) The Passenger is entitled to a Refund of Fare in the event that the connection that he intended to use for carriage shall be delayed from the Departure Station by **60 minutes and more** and the Passenger decided to discontinue his journey for that reason.
- (4) The amount of compensation in the event of a **delay of the train** for passenger who shall not discontinue his journey is:
  - a) 25 % of the price of the ticket in the event of a delay of 60 to 119 minutes to the Destination Station,
  - b) 50 % of the price of the ticket in the event of a delay of 120 minutes and more to the Destination Station.
- (5) On request, LE shall issue passenger a written confirmation about limitation or interruption of carriage, unexercised connection or time of the delay.



- (6) The request for a Compensation or Refund of Fare shall be exercised by the entitled Passenger within 3 months of date of departure stated on the ticket by filling in the application form available on the website [www.leoexpress.com](http://www.leoexpress.com), and sending it to the e-mail address [refund@le.cz](mailto:refund@le.cz).

## **4.2. Services Provided to Passengers**

- (1) In order to ensure the highest possible level of comfort for the Passengers, LE provides various above-the-standard services, for which LE charges prices according to the LE Tariff. If, for operating or technical reasons, the above-the-standard service is not available, and the Passenger has not yet purchased the service, no right arises for the Passenger to compensation for the non-provision of such service.
- (2) For above-the-standard services provided free of charge and in cases, where such above-the-standard service is not available due to operating or technical reasons, no entitlement arises for the Passenger to compensation for a limitation to or the non-provision of the service.
- (3) If the vehicle is equipped with a self-service coffee machine, its operation is only allowed if the vehicle is not moving and therefore its use is safe. The carrier is not liable for damage caused by the breach of this provision.

## **4.3. Terms of Use of Free Internet Access via Wireless Wi-fi Network**

- (1) Passengers are after the conclusion of the contract obliged to adhere to the rules laid down by these Conditions of Carriage for use of free internet access via wireless wi-fi network provided by LE (hereinafter the "wi-fi network").
- (2) Passengers are not permitted when using wi-fi network to search, view, print or distribute pornographic materials, ethnically or religiously offensive content, or sites promoting racism, inciting violence or drug use.
- (3) Passengers are not permitted when using wi-fi network to operate games of chance, nor any activities that are inconsistent with the applicable laws of the Czech Republic, nor any activity that endangers, may endanger or impair the functionality of the wi-fi network or devices of other Passengers (including sending of unsolicited messages or activity leading to the transmission of computer viruses).
- (4) Passenger is required when using wi-fi network to respect all copyrights laid down by applicable laws.
- (5) Transmitted data is not encrypted within the wi-fi network. Passengers are requested to note the risk of unauthorized interception of data transmitted and take precautions.
- (6) LE is not liable for damage caused to the Passenger due to failure of the wi-fi network, delayed delivery or corruption of data, or for damages resulting from incorrect device settings of the Passenger.

## **4.4. Violation of the Conditions of Carriage by the Passenger**

- (1) **A violation of the Conditions of Carriage** from the point of view of the safety of the Passenger, the safety and protection of other persons, the safety and efficiency

of public transport and from the point of view of ensuring proper, quiet and comfortable transportation occurs mainly in situation **in which the Passenger:**

- a) cannot provide a valid ticket, and refuses to pay the Fare and Surcharge (Contractual Penalty) to the Fare on the spot,
  - b) talks to the engine driver during carriage,
  - c) opens the doors of the vehicle or car-end barriers during carriage,
  - d) throws objects or leaves objects hanging from the vehicle,
  - e) deboards, boards the vehicle or leans out from the vehicle during the carriage,
  - f) attempts to board an LE Vehicle that has been declared by a Person Authorized by LE to be fully occupied,
  - g) without valid reason engages the emergency brake or uses the safety device located in the vehicle,
  - h) without valid reason remains in premises reserved for the engine driver or a person accompanying the vehicle or in space which prevents the engine driver having safe view from the vehicle,
  - i) prevents use of operational devices, boarding, deboarding or transit of the train,
  - j) smokes on board the LE Vehicle (including electronic cigarettes),
  - k) drinks his own alcohol,
  - l) bothers other passengers with loud speech, singing, playing of music, use of audio-visual equipment on high volume or other inappropriate behaviour,
  - m) pollutes the belongings or clothes of other Passengers,
  - n) takes with him on board as accompanying baggage an item that cannot be contained in baggage,
  - o) pollutes the vehicle, including the premises or devices designated for Passengers by his belongings or through his behaviour,
  - p) causing damage to the vehicle, its premises and devices for Passengers,
  - q) refuses to release a place to a Passenger with a valid place reservation,
  - r) disturbs the peace at night from 22:00 to 6:00.
- (2) If the Passenger behaves in of the ways mentioned above, he shall be obliged to pay a **Surcharge (Contractual Penalty) to Fare of CZK 1 000** for every violation. If the Passenger fails to pay this amount on the spot in cash or by a payment card, or at any LE cash-desk within 15 days at any of the day when his obligation to pay this amount arose, the amount may be enforced.
  - (3) In cases where the Passenger shall be in violation with the provisions, the Surcharge (Contractual Penalty) **may be imposed on him repeatedly**, and even multiple times during one journey.
  - (4) The authorized person who deals with the Passenger in relation to the violation of these Conditions shall issue a so-called "Certificate of Non-Adherence to the Conditions of Carriage" for each instance of violation of these Conditions. The Passenger is obliged to identify himself for the purposes of the execution of the "Certificate of Non-Adherence to the Conditions of Carriage" using personal data necessary for the collection of the Fare, the Surcharge (Contractual Penalty) to Fare

or other fees. For these purposes, personal data is taken to mean of first name(s), surname, date of birth, place of birth and delivery address. The Passenger is also obliged to identify himself using an identification card to a person authorized to inspect tickets if he is unable, during the course of carriage, to submit a valid ticket and if he fails to pay the price of the Fare and the Surcharge (Contractual Penalty) to Fare on the spot.

## **4.5. Exclusion of Passenger from Carriage**

- (1) **The Passenger may be excluded from carriage if:**
- a) he violates the provisions of these Conditions with his behaviour by not heeding the reprimands by the Person Authorized by LE and he still carries on in his behaviour,
  - b) he is under the influence of alcohol or an illicit drug and poses a danger to himself or to other persons, and also if he poses a danger to the safety and fluency of public line transport from the point of view of ensuring proper, quiet and comfortable carriage,
  - c) he threatens public order, causes a public nuisance and is repulsive to other passengers, or threatens other passengers or the authorized persons,
  - d) he refuses or is unable to pay the Fare or Surcharge (Contractual Penalty) to the Fare,
  - e) he deboards the vehicle when it made an unscheduled stop and the authorized person did not allow passengers to deboard,
  - f) by his behaviour which violates the provisions of Legal or other Regulations or these Conditions causes a delay of the connection (especially smuggling of forbidden goods through the state borders or not reporting the goods to declare during customs control),
  - g) he is unable to submit for inspection all required documents for crossing the state borders during border control.
  - h) if the Person Authorized by LE determines, prior to the Passenger's boarding of the LE Vehicle that the Passenger acts in such a way that his behaviour could be regarded as the violations of the Conditions, he may refuse carriage to such Passenger.
- (2) If the Passenger who shall have been excluded from carriage again boards the vehicle, he shall be regarded as a passenger without a valid ticket although he holds a ticket that certifies the performance of a Contract of Carriage on the given connection from which the Passenger shall have been excluded.

## **5. Conditions of Carriage for Certain Persons and Items**

### **5.1. Carriage of Children and Perambulators**

- (1) **Children between age of 0-5 (including)** may only be transported when accompanied by a person of the age of 10 or above.
- (2) Domestic and international carriage of child under the age of 9 (including) is only allowed with the accompanying parent, legal representative or other person which has took the responsibility and shall be older than 10 years old.

- (3) Carrier assumes no obligation to supervise the minors.
- (4) Passenger with a child which is transported for free according to the Tariff may together occupy only one place to seat.
- (5) Passenger with 2 children which are transported for free according to the Tariff may together occupy only 2 places to seat.
- (6) In the interest of higher safety, and of the protection of the health and lives of passengers, the person accompanying children between age of 0-5 (including) shall make sure that said children **be placed into such a seat that is located in immediate vicinity of the seat of the accompanying person**, so that the accompanying person would have the accompanied children under visual and physical control during the entire duration of the journey. This requirement is mandatory already at the moment of the reservation of the ticket.
- (7) **Carriage of the perambulators or the orthopedic wheelchairs is not allowed**, except from those that can be folded and are transported in the baggage compartments. The carriage may be refused due to the capacity of the baggage compartments.
- (8) On the territory of Ukraine, the carriage of persons under 18 years of age is only allowed when the person younger than 18 years of age carries with him/her an official document certified by a notary in which the legal guardian gives his consent to carry out such carriage. The document may also contain information about the person who will be responsible for the child during the journey and who will accompany the child.

## 5.2. Carriage of Persons with Reduced Mobility

- (1) Carriage of the Passenger on an orthopedic wheelchair is not allowed for technical reasons.

## 5.3. Carriage of Live Animals Accompanied by the Passenger

- (1) Live animals may be transported free of charge as Hand Baggage, only under the supervision of the Passenger, and provided that all conditions have been fulfilled to ensure that the live animals do not damage or pollute the vehicle or other passengers, do not pose a danger to the safety and health of person, and that they are not a nuisance to other passengers.
- (2) In terms of live animals, the Passenger may take with him onto the vehicle **only small pets and other small animals, provided they are fully enclosed in easy-to-carry cages, baskets or other suitable cases with waterproof bottom**, and unless special legal regulations prohibit it and dimensions of the cage is no larger than 40 x 50 x 50 cm.
- (3) Only guide dogs, assistance dogs or service dogs of police who are performing their duties under Act no. 273/2008 Coll., on the Police of the Czech Republic, as amended (for the Czech Republic) or Act no. 171/1993 Coll., on the Police Corps, as amended (for Slovakia) and eventually under Acts of third state, through which the train passes or service dogs of army who are performing their duties, may be transported outside a fully closed case.

- (4) Guide dogs accompanying a blind person, assistance dogs, as well as service dogs of police or army who are performing their duties may not be excluded from carriage, nor may they be refused carriage.
- (5) In the Vehicle, **guided and assistance dogs** carriage shall be free of charge provided that all following requirements are fulfilled:
  - a) dog travels with a person with valid ZTP or ZTP/P card, eventually similar document issued on territory of other state (especially ŤZP and ŤZP/S in Slovakia),
  - b) dog is visibly marked with a guide or assistance dog harness,
  - c) dog is held on lead.

## 6. Carriage of Baggage

- (1) Baggage is transported along with the Passenger in the vehicle as Hand Baggage in area for Passengers, eventually as a co-luggage in baggage compartments.
- (2) The Passenger may take with him as baggage items which, from a perspective of their size, length or weight, he is able **quickly and without problems** to load and place into the area reserved for baggage on board of the vehicle.
- (3) **The following items are prohibited from carriage:**
  - a) bulky items and items that cannot be placed safely in the vehicle;
  - b) items that are explosive, toxic, radioactive, volatile and caustic (so-called dangerous items), as well as items that cause disgust;
  - c) items that may cause infection;
  - d) loaded firearms, unless the person in possession of such firearm is entitled to carry a loaded firearm according to relevant legal regulations and within the authority of an armed force, or similar institution regulated by law and within its boundaries (i.e. the member of police or army forces during execution of their duties);
  - e) and other items which may endanger, harm life or health of people or animals or cause property damage or endanger or harm safe operation of road transport.
- (4) The passenger is allowed to transport **maximum of 2 pieces of baggage**. If the journey involves more than one vehicle in the carrier's network, the maximum baggage limit is always valid for the entire journey.
- (5) Sum of all three dimensions of all pieces of passenger's baggage (depth, width, height) shall not exceed 190 cm and common weight shall not exceed 30 kg. The passenger is also limited by the space of baggage compartment:
  - a) on shelves above seats may be placed baggage with maximum dimensions 27 x 30 x 50 cm,
  - b) in baggage compartment in the vehicle may be placed baggage with maximum dimensions 50 x 90 x 66 cm.
- (6) Allowed dimensions of baggage may exceed folding child perambulators, which may be transported in the LE vehicle, if the passenger travels with a child between age of 0-5 (including).

- (7) If it shall prove impossible to place the baggage, **the carriage of baggage may be refused due to technical reasons, or due to using up all empty capacity of baggage compartments in the vehicle.** The decisions regarding placement of baggage in the vehicle, or regarding the refusal of carriage for baggage is reserved exclusively to the authorized person on the board.
- (8) Handling of baggage and its supervision is the responsibility of the driver of vehicle.
- (9) The Passenger shall bear responsibility for supervision over his hand baggage, for ensuring safe handling of it and for possible damage arising in connection with the carriage of hand baggage for the whole journey.
- (10) In cases where the Passenger has taken on board of the vehicle an item prohibited as hand baggage and he refuses to transport it as a co-luggage, the Passenger shall be excluded from the carriage and his ticket becomes invalid. In such case, the Passenger shall not be entitled to a Refund of Fare.
- (11) The Passenger may take as a co-luggage the item that is easily portable, cannot be transported as hand baggage and:
  - a) by its nature requires a location in a special place in the vehicle,
  - b) as for the sports equipment of larger dimensions it is permitted to carry a pair of skis, snowboard and bobsleds.
- (12) The Passenger shall not carry the baggage in excess of CZK 5 000 in the baggage compartments.
- (13) The Passenger shall allow an authorized person to carry out a control of the baggage including its contents in order to assess whether the carriage of the baggage is in compliance with these Conditions. In case the Passenger rejects the control by the authorized person, the authorized person may exclude the Passenger from carriage. In such case, the Passenger's ticket becomes invalid and the Passenger shall not be entitled to a Refund of Fare nor other refund for caused damages.
- (14) In case that the Passenger hands over the baggage with contents that may not be transported across the border and is obliged to undergo the customs procedure beyond normal customs control, the carrier reserves the right to exclude the passenger from the carriage, his ticket entitling him to transport becomes invalid and the passenger is not entitled to a refund of the fare or other compensation for the damage suffered.
- (15) **Transport of bicycles (including electric bikes)** as co-luggage in the vehicle is allowed under the following conditions:
  - a) Reservation of a place for bicycles is allowed only for Passengers with a valid ticket for the relevant connection.
  - b) Transport of bicycles is allowed only in a time period set by the operator, in selected connections, its parts or to selected destinations. The connections on which it is possible to transport the bicycles are stated on the website [www.leoexpress.com](http://www.leoexpress.com).
  - c) Space for transport of bicycles is limited and it is subject to a reservation, which is allocated by the reservation system of the operator with regard to the spare capacity. The Passenger is entitled to place the bicycle only in the reserved space.

- d) The maximum capacity of space for transport of bicycles is 4 bicycles in the relevant vehicle at one time.
- e) Transport of bicycles is subject to a fee upon the reservation according to the list of fees, its current version is available on the website [www.leoexpress.com](http://www.leoexpress.com).
- f) In case of loss of the bicycle or its part the entitled party shall be entitled to a refund of the paid and refundable ticket for the lost bicycle or part thereof available during transport. If the justified price of a lost bicycle or a part of it is not proved, it will be reimbursed up to a maximum of CZK 1 500. Bikes are accepted for transport, the price of which does not exceed CZK 25 000. Bearing of the bicycle on the carrier, its subsequent delivery and handling is provided exclusively by the driver of the carrier.
- g) The conclusion of the contract of carriage of the bicycle shall be proven by the baggage document issued by the operator after paying the fare. The Passenger shall ensure that the document has been drawn up according to his data. The bicycle shall be handed over to the Passenger after presenting his baggage document.
- h) In the case of damage of the bicycle, the Passenger shall be entitled to the compensation for the damage incurred, up to the amount defined when the bicycle is lost.
- i) The carrier shall not be liable for damage of the carried bicycle if the lost or damage has been caused at these conditions:
  - 1. the carrier has experienced circumstances such as natural disasters or acts of third parties that he cannot influence even when all efforts are made;
  - 2. the damage or lost has been caused by behaviour of the Passenger;
  - 3. the Passenger has handed over a bicycle of the value higher than permitted.

### **6.1. Liability of the carrier for baggage in the baggage compartment**

- (1) The Passenger shall require a record of loss, theft or damage of baggage from the authorized person of the carrier immediately upon arrival of the connection to the destination station. The authorized person of the carrier shall be obliged to confirm the Passenger the damage or loss of baggage in writing.
- (2) This record together with a copy of the ticket and a copy of the baggage document must be sent in writing at the latest 6 months after the event to Leo Express s.r.o., Řehořova 908/4, 130 00 Praha 3 – Žižkov.
- (3) When the baggage is lost, the Passenger shall be entitled to a refund of the proven baggage price, up to a maximum of CZK 5 000 per baggage and CZK 10 000 per passenger in case of losing more than one baggage.
- (4) The carrier shall not be liable for damage of the carried baggage if:
  - a) the Passenger is unable to prove the eligibility of the claim by a valid baggage document;
  - b) the cover does not correspond to the nature of the carried item;

- c) the Passenger has handed over a baggage of the value higher than permitted;
- d) the carrier has experienced unacceptable circumstances such as natural disasters or acts of third parties that he cannot influence;
- e) the damage has been caused by behaviour of the Passenger.

## **7. Final provisions**

### **7.1. Time information**

- (1) All times listed in the schedule and Reservation System are stated in local time, unless stated otherwise.

### **7.2. Injury, Damage or Destruction of Passenger's Items**

- (1) If it is unambiguously proven that due to the operator, or by staying in premises of the operator accessible only with valid ticket, that passengers were injured or that their private items were damaged or destroyed, the Passenger should report immediately to the authorized person. The Passenger may claim a refund for the damage by writing to the LE address.

### **7.3. Lost and Found**

- (1) In cases when the Passenger is convinced that he has lost or left a personal item in an LE vehicle, he may turn to a Person Authorized by LE at any LE ticket office, or through the LE call centre, and he may request a search be conducted for the lost item.
- (2) When raising a request to conduct a search for a lost item it is deemed desirable that the Passenger state the following information in his request for the sake of speeding up the search:
  - a) an exact description of the lost item,
  - b) the circumstances under which the items were lost,
  - c) number of the LE bus connection,
  - d) the Departure and Destination Stations,
  - e) contact information (name, surname, phone number or e-mail and/or the address) by using which the Passenger will be informed about the item being found.
- (3) If the lost item is found, it shall be handed over to the Passenger only based upon his documenting his personal information, or upon presenting an authorization for the collection of the item, upon providing a description of the decisive features of the item, and of the time and location, and the circumstances under which it was lost.
- (4) If the lost item is not found within fourteen (14) day of the receipt of the Passenger's request, such item may be regarded as lost, and the search for such item shall be discontinued.



- (5) If an item is found in the LE Vehicle after the termination of its journey for which no Passenger shall have declared a search, such item shall be regarded in compliance with related legal enactment for regulations of lost items.

#### **7.4. Complaints and Suggestions**

- (1) All and any complaints and suggestions can be made by Passengers through:
- a) a written notice sent to the address of the carrier;
  - b) e-mail sent to the contact e-mail;
  - c) via the contact form placed on [www.leoexpress.com](http://www.leoexpress.com);
  - d) in writing using the address: Leo Express s.r.o., Řehořova 4, 130 00, Prague 3 – Žižkov.
- (2) The submitted complaint shall include all the details needed for its processing. The Customer Care Department shall deal with the complaints no later than within 30 days of their receipt, and the complaining party shall be notified of the result in writing to the e-mail or postal address that he shall have provided. In urgent cases, LE reserves the right to extend the above deadline by up to 30 days.
- (3) The Customer Care Department shall react to ideas and suggestions by sending a written standpoint to the e-mail or postal address of the party who has made the suggestion only in justifiable cases. No deadline is defined for the sending of the statement in this case.
- (4) Customer is in compliance with Act no. 634/1992 Coll., on consumer protection entitled to out-of-court settlement of consumer dispute aroused from contract of carriage concluded with the operator. The authorized institution for out-of-the court consumer dispute settlement is Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

#### **7.5. Time Validity**

- (1) These Conditions are effective from October 22<sup>th</sup>, 2019 and are valid till issuing and publication of new Conditions.

#### **7.6. Language Versions**

- (1) These Conditions are published in Czech and English language versions. In case of divergence between the language versions, the Czech version shall prevail.