



# **Leo Express s.r.o. Contractual Conditions of Carriage Valid for Minibuses**

effective from July 15<sup>th</sup>, 2019

These Contractual Conditions of Carriage were authorized by Leo Express s.r.o. Board of Directors on July 14<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 066 61 572; LE is hereinafter also referred to as **operator**,
- **Reservation system** – LE online reservation system for booking and purchasing tickets available on the website [www.leoexpress.com](http://www.leoexpress.com),
- **Tariff** – a valid LE Tariff for carriage of Passengers and baggage for the relevant connections is available on the website [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, hereinafter referred to as a ticket,
- **Departure station** – a station, in which the Passenger boards the vehicle of the operator and which is specified on the corresponding ticket,
- **Destination station** – a station, in which the Passenger disembarks the vehicle of the operator and which is specified on the corresponding ticket,
- **Authorised person** – 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 minibus with a visible inscription Leo Express,
- **Door to Door** – carriage to the address and from the address chosen by the Passenger in the marked area. The areas can be found on the website [www.leoexpress.com](http://www.leoexpress.com),
- **leo crowns** – 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
- **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 Conditions govern the rights and obligations of the carrier, as well as the rights and obligations of Passengers during the carriage of persons, their baggage, goods and live animals, within the transport based on a prior contract operating in the territory of the Czech Republic. 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.

## 2. Contract of Carriage

- (1) By virtue of concluding the Contract of carriage arises a binding legal relationship between LE and the Passenger the content of which is, in particular, the pledge of LE to transport the Passenger from the Departure Station to the Destination Station on connections stated in the Ticket, and the pledge of the Passenger is to pay Fare for the carriage and to comply with other obligations of the passenger resulting from generally binding legal regulations, LE Tariff and this Conditions.

### 2.1. Conclusion of Contract of Carriage

- (1) The Contract of Carriage is concluded when the Passenger boards a LE Vehicle with a valid Ticket.

### 2.2. Due Performance of the Contract of Carriage

- (1) The Contract of Carriage is regarded as having been duly performed by LE:
  - a) by virtue of the due performance of carriage in the scope agreed on in the Contract of Carriage;
  - b) if it has been performed in a scope different from that agreed on in the Contract of Carriage if the Passenger has been rightfully excluded from transportation by a Person Authorized by LE.
- (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, the Passenger is not entitled to any refunds of fare and the Ticket becomes invalid.

## 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 passengers stated on the Ticket.
- (3) For all the minibus connections LE, to which these Conditions apply, the early purchase of the ticket is compulsory- these are non-reservation connections. Purchase of a travel document must be made no later than before the departure of the relevant connection established by the operator.
- (4) **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) eventual information about the discount;
  - e) number of the connection;
  - f) date of departure from the Departure Station;
  - g) time and date of arrival to the Destination Station;
  - h) unique code;
  - i) first name and surname of all passengers.
- (5) **Tickets may take the following form:**
  - a) paper ticket (issued at the LE ticket office, by contracted 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.
- (6) 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.
- (7) The validity of Tickets is among others controlled by a **unique code**, which is stated on the Certificate. 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.
- (8) 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 its 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.
- (5) The discounts are not applicable to the Door to Door service, i.e. the pick-up from or to the address in the marked zone. The discount is only applicable to transport from the designated stations.

### **3.2. Cancellation of Tickets by Passenger**

- (1) The Passenger may cancel the ticket **before the scheduled departure of the connection from the Departure Station**.
- (2) The ticket cannot be cancelled by the driver of the vehicle.
- (3) The transaction fee for cancellation of the ticket is CZK 30, for each cancelled ticket. This fee is not paid in case the returned amount is in a form of leo crowns.
- (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) **The 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 Ticket** may be cancelled only as a whole (for both journeys at once) before the scheduled departure of the vehicle with the earlier date of departure from the Departure Station (the way there).
- (8) The fare shall not be returned for unexercised or partially unexercised 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 in one month after the receipt of submitted application.
- (11) Upon completion of a binding order for a group ticket to LE department, the

customer acknowledges that a change in reservation can be made no more than two times after the completion, for a fee of 10 % of the total cost of the group ticket.

### 3.2.1. Where to Cancel the 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) All Passengers may cancel the tickets by filling **in a form on www.leoexpress.com**.
- (3) All Passengers may cancel the tickets at **LE ticket offices**.
- (4) Tickets purchased at LE **contractual vendors** may be cancelled at the particular contractual vendor, where the Passenger purchased the ticket 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 (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 crowns** only to clients who have a Smile Club account.
- (5) The ticket purchased by leo crowns may be returned back only in form of leo crowns.

## 4. Rights and Obligations of Passengers

- (1) **The Passenger has the following obligations:**
  - a) he shall exercise care appropriate to the nature of transport, and abide by the instructions of Persons Authorized by LE, including instructions expressed by symbols or notices in the LE Vehicle in such a manner as to ensure the highest possible level of safety and fluency of public passenger railway transport (among others passenger is obliged to be fasten if the Vehicle is equipped with seat belts);
  - b) to provide true information about the name and surname of all persons transported on the ticket;
  - c) no later than at the moment of the receipt of the ticket from the Person Authorized by LE, he shall check that the ticket has been issued according to his requests, and if the information on the ticket shall not be in agreement with

his requirements, the Passenger may refuse this ticket without having to pay a Deduction;

- d) he shall board or deboard the LE Vehicle only at a Station or stop and only if the vehicle is not moving.

(2) **The Passenger is responsible for:**

- a) the children he is accompanying;
  - b) his arrival at the LE ticket office at the Station at which he wishes to purchase a ticket, so that all necessary documents could be issued in time before the scheduled departure of the connection, also with regard to a possible higher frequency of passengers and the time needed for timely and safe boarding the Vehicle before its departure;
  - c) his timely and safe boarding to the LE Vehicle in the Departure Station stated on the respective ticket, which the Passenger wishes to use for the respective carriage and which entitles the Passenger to the carriage;
  - d) his timely and safe deboarding of the LE Vehicle in the Destination Station stated on the respective ticket, which he uses for the respective carriage and which entitles the Passenger to 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 Cancelation 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) The departure and arrival times of the individual connections provided by the operator are not binding and the operator cannot guarantee compliance with the current traffic situation or circumstances beyond its control. Completing the transportation in other time than the original time is not a violation of the contractual obligations of the operator and therefore the passenger is not entitled to compensation for the damage thus caused with the exception of flat-rate compensation under paragraph 4 of this Article.
- (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) 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. Conditions of Door to Door Service**

- (1) The pick-up time from the address is prior to the regular departure time from the minibus station. The regular arrival time is prior to drop-off time to the specified address.
- (2) When purchasing the Door to Door service, the Passenger is obliged to state the exact address, including the street name and house number and the contact phone number. Otherwise the carrier cannot guarantee to provide this service.

## **4.3. 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.

## **4.4. 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 or ethnically or religiously offensive content, sites promoting racism, inciting violence or drug use.
- (3) Passengers are not permitted when using wi-fi network to operate games of chance and any activities that are inconsistent with the applicable laws of the Czech Republic, as well as carry on the activity that endangers, may endanger or impair the functionality of wi-fi network or devices of other Passengers (especially to send unsolicited messages or activity leading to the transmission of computer viruses).
- (4) Passengers are required when using wi-fi network to respect all copyright laid down by applicable laws.
- (5) Transmitted data is not encrypted within the wi-fi network. Passengers note the risk of unauthorized interception of data transmitted and thus ensure their possible protection themselves.
- (6) LE is not liable for damage caused to the Passenger due to failure of wi-fi network, delayed delivery or corruption of data, or for damages resulting from incorrect device settings of the Passenger.



## 4.5. 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 fluency of public passenger railway 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 difference in Fare or new Fare on the spot;
  - b) talk to the engine driver during carriage;
  - c) opens the doors of the Vehicle or barrier against fall out during the carriage;
  - d) throws subjects or keeps objects overhanging from the Vehicle;
  - e) deboards, boards the Vehicle or lean out from the Vehicle during the carriage;
  - f) attempts to board/deboard an LE Vehicle that has been declared by a Person Authorized by LE to be fully occupied;
  - g) states unnecessarily any safe equipment in the LE vehicle;
  - h) is left unnecessarily in the space reserved for a person driving the LE vehicle or a space that prevents the person driving the LE vehicle from having a safe view from the LE vehicle;
  - i) prevents using operational devices, boarding, deboarding or transit of the LE vehicle;
  - j) smokes on board of the LE Vehicle (including electronic cigarettes);
  - k) drinks his own alcohol;
  - l) is being loud, plays music or sings too loudly, uses audio-visual equipment on high volume or bothers other passengers with another inappropriate behaviour;
  - m) pollutes the belongings or clothes of other Passengers;
  - n) takes with him on board as Hand Baggage or Accompanying Baggage an item that cannot be contained in baggage;
  - o) pollutes the LE vehicle or premises and equipment for Passengers by their property or by their behaviour;
  - p) causing damage on the LE Vehicle, its premises and devices for Passengers.
- (2) If the Passenger behaves in of the ways mentioned above, he shall be obliged to pay a **Surcharge 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 **may be imposed on him repeatedly**, and even multiple times during one journey.
- (4) The Person Authorized by LE 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 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 to Fare on the spot.

#### **4.6. 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 passenger transport from the point of view of ensuring proper, quiet and comfortable carriage;
  - c) he threatens public order, raises public injustices and resents or threatens other passengers or Person Authorized by LE Authorized person;
  - d) he refuses or is unable to pay The Fare or Surcharge to the Fare;
  - e) he deboards the train when it made an unscheduled stop at a Train Station, stop or other place and the Person Authorized by LE did not allow passengers to deboards;
  - f) if the Person Authorized by LE shall find out, 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 LE Vehicle, he shall be regarded as a passenger without a valid ticket although he holds a certificate that certifies the performance of a Contract of Carriage on the given train connection.

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

#### **5.1. Carriage of Children**

- (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) Under applicable laws, a child whose body weight does not exceed 36 kg and the body height does not exceed 150 cm can only transport the child's car seat. The client is obliged to notify the operator of the child's car seat when ordering the carriage. In this case, the child car seat will be provided by the operator.
- (3) When transporting children, the accompanying person is responsible for their safe transport, including transport in a car seat. The carrier only provides booster cushions that allow the use of a three-point belt system. If a three-point belt system is not suitable for the child, the car seat is provided by an accompanying person.

- (4) Domestic and international carriage of children 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.
- (5) Carrier assumes no obligation to supervise the minors.
- (6) **Carriage of the perambulators 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.

## 5.2. Carriage of Persons with Reduced Mobility

- (1) The carriage of persons with reduced mobility or persons in an orthopedic wheelchair relying on permanent assistance or permanent supervision of another person is only possible if the passenger himself provides an accompanying person to assist him with boarding and deboarding.
- (2) Only a folding orthopedic wheelchair can be transported in the baggage compartments.

## 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 such as 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 the remaining 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 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 LE vehicle as Hand Baggage in area for Passengers, or as a baggage in the 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 the LE vehicle.
- (3) **The following items are excluded 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, this provision does not apply to person, who is entitled to have a loaded firearm on his own, under the law and in connection with the performing their duties and authority of an armed corps, or a similar task under the law and within its limits (e.g. police members or armed corps performing 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 road carriage.
- (4) The passenger is allowed to transport **maximum of 1 piece 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) The transport of bicycles is not allowed. Exception is carriage of folding bicycles, which fulfil allowed size and weight of baggage.
- (6) 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.
- (7) Allowed dimensions of baggage may exceed the following objects:
  - a) folding child perambulators, which may be transported in the LE Vehicle, in case the passenger travels with a child who is not older than 5 years old (including),
  - b) folding orthopedic wheelchairs
  - c) skis
  - d) snowboard.
- (8) If it shall prove impossible to place the baggage, **the carriage of baggage may be refused due to technological reasons, or due to using up all empty capacity of baggage compartments in the LE Vehicle**. The decisions regarding the placement of baggage in the LE vehicle, or regarding the refusal of carriage for baggage is reserved exclusively to the Person Authorized by LE on board the 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) Handling of baggage and its supervision is the responsibility of the driver of vehicle.

- (11) Baggage shall not be placed onto seats.
- (12) In cases where the Passenger has taken with him on board of the Vehicle an item which cannot be transported 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.
- (13) The Passenger may take as hand baggage 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.
- (14) The Passenger shall not carry the baggage in excess of CZK 5 000 in the baggage compartments.
- (15) The Passenger shall allow an Authorized Person to carry a control of the baggage including its content 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, LE may exclude the Passenger from the carriage. In such case, the Passenger shall not be entitled to a Refund of Fare nor other refund for caused damages.
- (16) 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.
- (17) Transport of skis/snowboard as co-luggage in the vehicle is allowed under the following conditions:
- a) Reservation of a place for skis/snowboard is allowed only for Passengers with a valid ticket for the relevant connection.
  - b) Transport of skis/snowboard is allowed only in a time period set by the operator, in selected connections, its parts or to selected destinations.
  - c) Space for transport of skis/snowboard 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.
  - d) One Passenger can transport 1 pair of skis or 1 snowboard.
  - e) The maximum capacity of space for transport of skis/snowboard is defined by the number of Passengers travelling in the vehicle.
  - f) Skis/snowboard must be packed in a suitable cover, otherwise the carrier reserves the right to exclude the passenger from the transport.
  - g) A fee of CZK 49 is charged for the skis/snowboard transport when booking.

## **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 or in premises accessible only with a valid ticket, 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 declared for the lost item.

- (2) When raising a request to declare 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) circumstances under which the items was supposedly lost;
  - c) number of the LE connection;
  - d) the Departure and Destination Station;
  - 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 shall be 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 shall not be found within 14 days 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 shall be found in the LE Vehicle after the termination of its journey for which no Passenger shall have declared a search, with 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) written notice sent to the address of the operator;
  - b) e-mail sent to: [info@le.cz](mailto:info@le.cz);
  - c) in writing using the address: Leo Express s.r.o., Řehořova 4, 130 00, Prague 3 – Žižkov.
- (2) 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 July 15<sup>th</sup>, 2019 and are valid till issuing and publication of new Conditions.