



Contractual Conditions of Carriage Leo Express s.r.o. for public bus transport (hereinafter referred to as "SPP")

Effective from 01. 06. 2023

These Contract Conditions of Carriage were approved by the Managing Director of Leo Express s.r.o. on 31 May 2023.

Explanation of abbreviations and terms for the purposes of this SPP

- **LE** - Leo Express s.r.o., with registered office at Řehořova 908/4, 130 00 Prague 3 - Žižkov, Czech Republic, ID No. 066 61 572; LE is also referred to as the **carrier**,
- **reservation system** - LE's online reservation system for booking and selling tickets available at <http://www.leoexpress.com>,
- **Tariff** - the carrier's valid tariff for passenger and baggage transport available for the relevant connections on the Internet at <http://www.leoexpress.com>,
- **SPP** - valid Contractual Conditions of Carriage of the carrier,
- **fare** - the price for transporting a passenger from the departure stop to the destination stop according to the Tariff,
- **travel document** - a document evidencing the conclusion of a transport contract and the rights arising therefrom throughout its performance, also referred to as a ticket,
- **departure stop** - the place where the passenger boards the carrier's vehicle and which is indicated on the relevant travel document,
- **destination stop** - the place where the passenger gets off the carrier's vehicle and which is indicated on the relevant travel document,
- **Authorised person** - a steward, driver of the carrier or other person authorised to give instructions and commands to passengers,
- **contract of carriage** - a contract for the carriage of passengers by which the carrier undertakes to transport the passenger from the starting point to the destination and the passenger undertakes to pay the fare for this carriage,
- **vehicle** - bus with visible LE marking,
- **leo credits** - LE currency, the terms of its use are set out in the Smile Club Terms and Conditions,
- **contact e-mail** - info@le.cz is for communication in Czech, Slovak and English and info@leoexpress.pl is for communication in Polish, Ukrainian and English for connections through the territory of the Republic of Poland,
- **Exchange rate** - the current internal rate of the carrier for conversion from CZK to other currencies, which is listed at www.leoexpress.com/cs/casto-kladene-otazky in the other section,
- **SEPA** - Single Euro Payments Area, i.e. the Single Euro Payments Area in the European Union (EU) and the European Economic Area (EEA),
- **Smile Club** - loyalty program,
- **tariff leo credits** - extra bonuses in the form of 25% tariff cashback.

1. Introductory provisions

- (1) These Contractual Conditions of Carriage for Public Line Transport (hereinafter referred to as "**Conditions of Carriage**") regulate the rights and obligations of LE when transporting passengers, their luggage, goods and live animals in public line transport, both domestic and international, as well as the rights and obligations of passengers when using LE services. The SPP also sets out the conditions for the formation and termination of a transport contract, including the exercise of rights under the transport contract.
- (2) The law of the Czech Republic shall be deemed to be the applicable law for all relations arising from the SPP. The Czech court shall have jurisdiction to hear disputes arising from such legal relations.
- (3) The processing of all personal data is governed by the information published on the website www.leoexpress.com in the Privacy Policy section.

1.1. Scope of validity

- (1) The carrier announces these SPP in accordance with Act No. 111/1994 Coll., of 26 April 1994 on road transport, as amended, Decree No. 175/2000 Coll., on the timetable for public passenger transport by rail and road, as amended, Regulation (EC) No 181/2011 of the European Parliament and of the Council of 16 February 2011 on passengers' rights in bus and coach transport and amending Regulation (EC) No 2006/2004 and other legislation, in particular 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) On the territory of the Slovak Republic, these SPPs are also in accordance with Act No. 56/2012 Coll., on Road Transport, as amended, and other generally binding legal regulations.
- (3) In the territory of the Republic of Poland, these SPPs are issued in accordance with the Act of 6 September 2001 on road transport, as amended (Journal of Laws 2001 No 125, No 1371).
- (4) More detailed conditions on fare types are set out in the Tariff.

2. Transport contract

- (1) The conclusion of a transport contract creates a contractual obligation between the carrier and passengers, the content of which is in particular the obligation of the carrier to transport the passenger from the departure stop to the destination stop by the route indicated on the travel document, while the passenger's obligation is in particular to pay the fare for this transport and to comply with other obligations of the passenger arising from generally binding legal regulations, Tariffs and these SPP.

2.1. Creation of the transport contract

- (1) The transport contract becomes effective when the passenger with a valid travel document enters the vehicle.
- (2) A passenger without a valid travel document may board the carrier's vehicle only if, before boarding, he/she asks the carrier's authorised person whether it is possible to purchase a ticket with a seat reservation for the vehicle directly on board. If it is possible to purchase a seat ticket for the vehicle, the contract of carriage shall be formed at the moment of issuing the travel document on board the vehicle and subsequent payment of the fare according to the applicable LE tariff.
- (3) If the authorised person of the carrier informs the passenger without a valid travel document that the vehicle is already fully occupied, the passenger does not have the right to carry out the carriage and thus to conclude the contract of carriage.

2.2. Termination of the contract of carriage

- (1) The transport contract is fulfilled by the carrier:
 - a) the proper performance of the transport within the agreed scope according to the concluded transport contract;
 - b) by carrying out the carriage in a different extent than agreed, if the passenger has been legitimately excluded from the carriage by an authorised person.
- (2) **The contract of carriage is terminated** if the passenger interrupts the journey. A passenger is deemed to have interrupted the journey by leaving the vehicle at a point other than the destination stop, unless the passenger has been requested to do so by an authorised person. In such a case, the passenger shall not be entitled to a refund of the fare and the travel document shall become invalid.
- (3) LE bus services are **compulsory seat-only**. Passengers may occupy only the seats indicated on the ticket. A passenger is considered to be occupying a seat if he/she places part of his/her clothing or hand luggage on any seat. The entitlement to a reserved seat shall lapse if the passenger concerned does not occupy it within 15 minutes after the departure of the bus from the departure stop indicated on the ticket; for this purpose, it shall not be deemed to be occupied if the passenger places a piece of clothing or hand luggage on the seat.

3. Travel document

- (1) For the purposes of checking the conclusion of the transport contract during its performance, the passenger shall present a valid travel document and, if applicable, an original valid document proving the entitlement to the discount claimed (hereinafter referred to as the discount card).
- (2) The ticket is valid only for the transport on the date, on the route and with the passengers named on it.
- (3) For all LE connections covered by these SOPs, early purchase of a travel document is required. The travel document consists of a ticket with a seat reservation, all connections of the carrier are compulsory seat reservations. The purchase of the travel document must be made no later than the time before the departure of the relevant service specified by the carrier.
- (4) **The right to a reserved seat shall be extinguished if the passenger concerned does not occupy it along the entire route specified in the purchased ticket (with the exception of the use of another station in Prague or Ostrava within the given route of the service). For this purpose, occupancy shall not be deemed to be the case if the passenger places part of his/her clothing or hand luggage on the seat.**

(5) **The travel document contains:**

- a) the business name of the carrier concluding the transport contract;
- b) starting stop and destination stop;
- c) the type and amount of the fare;
- d) coupling number;
- e) the date and time of departure from the departure stop;
- f) the date and time of arrival of the connection at the destination stop;
- g) unique code;

(6) **Tickets can take the following form:**

- a) paper ticket (issued at the LE ticket office, by the LE contract vendor or printed on a printer by the passenger when purchasing via the reservation system);
 - b) electronic ticket (capturing and displaying a ticket on an electronic device, e.g. a mobile phone, which allows it to be presented to an authorised person). If the passenger does not receive the e-ticket within 1 hour of its purchase at his/her e-mail address, he/she is obliged to contact the carrier without undue delay at the contact e-mail.
- (7) The passenger is obliged to check the information on the ticket without undue delay after receiving it; the passenger is responsible for any errors in the information provided.
- (8) The validity of the ticket is checked, among other things, by means of a **unique code** which is indicated on the ticket. The person purchasing the ticket is the only person, other than LE or the carrier, who knows the unique code of the purchased ticket and communicates it only to the passenger who is to exercise the rights under the transport contract or as a passenger to an authorised person when checking travel documents.
- (9) A passenger without a valid travel document or pass is **obliged to pay a new fare or the additional amount between the discounted fare and the regular fare.**

3.1. Fare discounts

- (1) Discounts and conditions for obtaining them are specified in the Tariff and in LE's commercial offers.
- (2) Before purchasing a ticket, the passenger is obliged to state the discount he/she requires. **It is not possible to obtain a discount retroactively.**
- (3) If a passenger applies for a fare discount when purchasing a ticket, he/she **is obliged to present the original of the relevant document entitling him/her to the discount upon request.** The passenger is also obliged to present the relevant document **throughout the entire period of carriage.** If the passenger fails to produce the relevant document, his/her travel document becomes invalid and he/she is deemed to be a passenger without a valid travel document. In such a case, he/she shall be obliged to pay the difference between the discounted fare and the normal fare; if he/she breaches this obligation, the authorised person shall be entitled to exclude the passenger from the carriage.

- (4) Additional documents submitted, other additional proof of entitlement to a discount or proof by means of a copy or photograph of the document shall not be taken into account and the passenger shall not be relieved of the obligation to pay the difference in the amount of the fare and, if applicable, the surcharge (contractual penalty) to the fare within the meaning of the preceding paragraph.

3.2. Ticket cancellation by passengers

- (1) The passenger may cancel the ticket no later than 15 minutes before the regular departure time of the connection from the boarding station according to the timetable. For tickets purchased through a Smile Club account, cancellation is permitted until the regular departure time of the connection.
- (2) When cancelling a ticket, a transaction fee of CZK 30 is charged for each cancelled ticket. This transaction fee does not apply if the passenger has purchased the ticket through his/her Smile Club account and the cancellation is made only to leo credits.
- (3) If the value of the ticket is less than CZK 30, the transaction fee is the price of the ticket.
- (4) The transaction fee is a deduction from the amount refunded.
- (5) **Cancellation of the ticket is not possible:**
 - a) if this is stated directly in the terms and conditions of the offer (e.g. for special offer tickets, tickets purchased with a voucher, etc.);
 - b) if the passenger fails to provide the unique code of the purchased ticket or other necessary data for cancelling the ticket and refunding the funds by the method chosen by the passenger.
- (6) Fares will not be refunded for unused or partially unused tickets.
- (7) The carrier shall be entitled to cancel the passenger's purchased ticket in the event that the ticket was purchased by the passenger for an unreasonably low price (e.g. CZK 3) due to an error in the reservation system, which arose independently of the carrier's will, and for which it is evident that, with regard to the length of the chosen route, it cannot cover the carrier's basic operating costs. If this situation occurs, the carrier is obliged to refund the customer the funds spent on the ticket purchased in this way. This provision does not apply to special promotions of the carrier and the promotion of new routes by the carrier. A request for a refund shall be processed by LE within one month of the date of receipt of the request.
- (8) Refunds will be made within one month of receipt of a complete and duly completed application.
- (9) If the ticket is purchased through a Smile Club account, cancellation is subject to the rules of the Smile Club loyalty programme.
- (10) In the event of delivery of a binding group travel document order to the LE Sales Department, the customer acknowledges that this reservation may be cancelled no later than 7 days before the departure of the relevant connection for a transaction fee of CZK 30 for each cancelled ticket. In the case of fare refunds in the form of leo credits, no transaction fee is charged.

3.2.1. Where to cancel tickets

- (1) A passenger who has purchased a travel document via an LE customer account can cancel the ticket by logging in to **his/her account** at www.leoexpress.com.
- (2) Passengers can cancel a travel document **on the www.leoexpress.com website** if the travel document was purchased online.
- (3) Passengers can cancel a travel document **at Leo Express ticket offices** if it is a travel document purchased at the ticket office, from a contracted vendor or online by payment card.
- (4) Passengers may cancel travel documents purchased from **LE contract vendors** at the contract vendor from which they purchased the travel document.
- (5) All passengers can cancel their tickets via the **LE call centre by submitting a request** via the online form on the website le.cz/refund - Request for compensation.

3.2.2. Forms of fare refund

- (1) **Cash** fare refunds are only possible at Leo Express ticket offices and contracted retailers.
- (2) It is possible to refund fares for tickets purchased in the LE e-shop **back to the payment card**, provided that the ticket was purchased online using a payment card.
- (3) Fare refunds can be made **by bank transfer** after filling in the form on the LE website. For foreign payments outside the SEPA area, passengers are responsible for the associated foreign bank transfer fees. The bank fee is a deduction from the refund.
- (4) Only users who have an account in the Smile club loyalty programme can redeem fares to **leo credits**.
- (5) Tickets purchased with leo credits can only be refunded to leo credits.

4. Passenger rights and obligations

- (1) **In particular, the passenger is obliged to:**
 - a) take extra care and follow the instructions of the person in charge, including those expressed by symbols or inscriptions in the vehicle, in order to ensure the highest possible level of safety and traffic flow (this means, among other things, wearing a seatbelt when driving);
 - b) board or alight from the carrier's vehicle only at a designated place and when the vehicle is not in motion.
 - c) at the latest at the moment of taking over the travel document from the authorised person, check whether the travel document has been issued to him/her according to his/her requirements, and if the information on the travel document contradicts his/her requirements, the passenger may refuse the travel document without being issued a deduction or other charge.
- (2) **The passenger is responsible for:**
 - a) children accompanied by him;
 - b) his/her arrival at the LE ticket counter at which he/she wishes to be checked in so that all necessary documents can be issued in time for the departure of the respective

of the connection, taking into account the possible increased frequency of passengers and the time needed to board the connection in time and safely before its departure;

- c) their timely and safe boarding of the carrier's vehicle at the departure stop indicated on the relevant travel document which the passenger wishes to use for the given carriage and which entitles the passenger to use the transport services;
 - d) his/her timely and safe exit from the carrier's vehicle at the destination stop indicated on the travel document used by the passenger for the given carriage and entitling the passenger to use the transport services.
- (3) Passengers may use audio, visual, information, communication and safety equipment located in passenger areas and on the carrier's vehicles only under the instructions of an authorised person and in accordance with the purpose of the use of such equipment.

4.1. Compensation for delays and cancellations

- (1) The passenger has the right to a full refund of the fare if the **carriage is not performed for demonstrable reasons on the part of the carrier**.
- (2) If, for reasons on LE's side, the passenger **cannot complete the carriage commenced** on the connection on which the carriage commenced, the passenger will be compensated by one of the above options:
 - a) transport to the destination stop by the nearest suitable LE service with available seats,
 - b) transported by LE's alternative transport, if LE provides it for this connection,
 - c) free transport to the departure stop by the nearest suitable LE connection. In this case, a passenger with a single journey ticket is also entitled to a refund of the fare paid,
 - d) refunding the fare for the untraveled leg of the journey if the passenger has given up the onward journey and the person in charge has confirmed this fact.
- (3) The passenger has the right to a full refund of the fare if the connection he/she intended to use for the carriage is **delayed by 60 minutes or more** from the passenger's boarding station and the passenger has therefore abandoned the journey.
- (4) Passengers who have not abandoned their journey are entitled to compensation **for the delay**. The amount of compensation is:
 - a) 25% if the connection to the passenger's final stop is delayed by 60 to 119 minutes,
 - b) 50 % if the connection to the passenger's final stop is delayed by 120 minutes or more.
- (5) If the passenger so requests, a written confirmation of the restriction or stoppage of the service, the omission of the service or the period of its delay may be issued.
- (6) The claim for compensation or fare refund must be made by the entitled passenger within 6 months of the date of departure of the service as indicated on the travel document by completing the application form available on the le.cz/refund website.
- (7) Compensation for delayed connections is calculated in proportion to the price actually paid by the passenger for the fare. The passenger is not entitled to compensation if the fare was paid with fare leo credits according to the Smile Club terms and conditions.

4.2. Services provided to passengers

- (1) In order to ensure the highest possible comfort of passengers, the carrier may provide passengers with various above-standard services, which are charged according to the Tariff. If, for operational or technical reasons, the extra service is not available and the passenger has not yet purchased the service, this does not entitle the passenger to compensation for the limitation or non-provision of the service.
- (2) In the case of extra-standard services provided free of charge, if for operational or technical reasons the extra-standard service is not available, the passenger is not entitled to its provision upon conclusion of the transport contract, nor is he or she entitled to a fare discount or other compensation.
- (3) If the self-service coffee machine is available in the vehicle, it can only be operated when the vehicle is not in motion and is therefore safe to use. The carrier shall not be liable for any damage caused by a breach of this provision.

4.3. Terms and conditions of use of free internet connection via wireless WiFi network

- (1) After the conclusion of the contract of carriage, the passenger is obliged to comply with the rules set out in these Conditions of Carriage for the use of the free internet connection via the wireless WiFi network provided by LE (hereinafter referred to as the "WiFi network").
- (2) When using the wi-fi network, passengers must not search for, view, print or distribute material with pornographic or ethnically or religiously offensive content, sites promoting racism, violence or inciting drug use.
- (3) While using the WiFi network, passengers may not engage in gambling or any activities that are incompatible with the applicable laws of the Czech Republic, as well as perform activities that endanger, may endanger or disrupt the functionality of the WiFi network or other passengers' devices (in particular, sending unsolicited messages or performing activities leading to the transmission of computer viruses).
- (4) The passenger is obliged to respect all copyrights established by applicable law when using the WiFi network.
- (5) The transmitted data is not encrypted within the WiFi network. The passenger acknowledges the risk of unauthorised interception of such transmitted data and shall ensure its possible protection himself.
- (6) LE shall not be liable for any damage caused to the passenger due to WiFi network failure, delayed delivery or data corruption, nor for damage caused by incorrect settings of the passenger's device.

4.4. Breach of Conditions of Carriage by a Passenger

- (1) **A breach of the conditions of carriage in terms of the safety of the passenger, the safety and protection of the life and health of other persons, the safety and continuity of traffic and the provision of orderly, quiet and comfortable carriage shall be deemed to occur if the passenger, during carriage:**

- a) cannot present a valid travel document, refuses to pay the fare and the surcharge (contractual penalty) on the spot;
 - b) talking to the person driving the vehicle while driving;
 - c) opens the vehicle door or the exit barrier while the vehicle is moving;
 - d) throws objects out of the vehicle or leaves them sticking out of the vehicle;
 - e) exiting, entering or alighting from the vehicle while driving;
 - f) enters a vehicle declared occupied by an authorised person;
 - g) operate any safety device in the vehicle without justification;
 - h) is unreasonably in an area reserved for the person driving the vehicle or in an area which prevents the person driving the vehicle from seeing the vehicle safely;
 - i) obstructs the use of operating equipment, exit, passage or entry to the vehicle;
 - j) smoking in the vehicle (even electronic cigarettes);
 - k) consumes his own alcohol;
 - l) behaving noisily, playing loud music or singing or using loud audiovisual equipment or harassing other passengers with other inappropriate behaviour;
 - m) contaminates the property or clothing of another passenger;
 - n) he/she has taken with him/her in the vehicle or submitted for carriage as luggage an item excluded from carriage or an item which must not be included in the luggage;
 - o) pollutes the vehicle or passenger areas and facilities with his/her property or behaviour;
 - p) damages the vehicle and the passenger compartments and equipment;
 - q) refuses to make room for a passenger with a valid seat ticket;
 - r) disturbs the night's peace, which is between 22:00 and 6:00.
- (2) If the passenger acts in the manner referred to in the preceding paragraph, he/she is obliged to pay **a surcharge (contractual penalty) of CZK 1,000** for each such violation. If the passenger fails to pay the surcharge (contractual penalty) on the spot in cash or by credit card or at any LE ticket office within 15 days from the date of the obligation to pay the surcharge (contractual penalty), the passenger may be subject to its enforcement.
- (3) A surcharge (contractual penalty) for a breach of the SPP **may be issued repeatedly**, even several times during one transport.
- (4) The authorised person who deals with the passenger in respect of a breach of these SPPs shall issue a "Confirmation of Non-Compliance" in respect of each breach of these SPPs. For the purpose of drawing up the 'Confirmation of Non-Compliance', the passenger shall provide the personal data necessary for the enforcement of the fare and the fare surcharge (penalty), which shall be the name, surname, date of birth, place of birth and delivery address. The passenger shall also be obliged to show his/her identity card to the person authorised to check travel documents if, during the transport, he/she cannot produce a valid travel document and fails to pay the fare and the fare surcharge (contractual penalty) on the spot.

4.5. Exclusion of a passenger from carriage

- (1) **A passenger may be excluded from carriage if:**
- a) violates the provisions of these SOPs and continues to do so even after being warned by an authorized person;

- b) is under the influence of an addictive or psychotropic substance and thus endangers his/her own safety or that of other persons, and if he/she endangers the safety and smooth flow of road traffic in terms of ensuring orderly, peaceful and comfortable transport;
 - c) endangers public order, causes public outrage and disgust to other passengers or endangers other passengers or authorised persons;
 - d) refuses or is unable to pay the fare or a surcharge (penalty) on the fare on the spot;
 - e) gets out of the vehicle without the consent of an authorised person at the point of an emergency stop;
 - f) his/her behaviour, which is contrary to legal and other regulations or these SOPs, may cause delays in the connection (such behaviour is considered to be, in particular, smuggling of unauthorised goods across state borders, failure to declare goods for customs clearance at customs control, etc.);
 - g) fails to produce all the relevant documents for crossing the state border at border control. These documents include a passport or other documents that the person needs to cross the border (in particular a visa, etc.);
 - h) if the authorised person finds, before the passenger enters the vehicle, that the passenger is in breach of these SOPs, the authorised person may refuse to carry the passenger,
- (2) If a passenger who has been excluded from carriage re-enters the carrier's vehicle, he/she shall be deemed to be a passenger without a valid travel document, even if he/she has in his/her possession a document proving the performance of the contract of carriage on the service on which he/she was excluded from carriage.
 - (3) If a passenger who has been excluded from carriage re-enters the carrier's vehicle, he/she shall be deemed to be a passenger without a valid travel document, even if he/she has in his/her possession a document proving the performance of the contract of carriage on the service on which he/she was excluded from carriage.

5. Conditions of carriage of certain persons and goods

5.1. Transportation of children and prams

- (1) **Children aged 0-5 years (inclusive)** must be accompanied by a person over 10 years of age.
- (2) The international carriage of a child under 9 years of age is only permitted when accompanied by a parent, legal guardian or other person who has assumed responsibility for the child and who must be over 10 years of age.
- (3) The carrier assumes no obligation to supervise the minor.
- (4) In order to improve safety and protect the health and lives of passengers, the person accompanying children aged 0-5 years (inclusive) must ensure that the accompanied **children are placed in a seating position that is in the immediate vicinity of the accompanying person's seat** so that the accompanying person has visual and physical control of the accompanied children for the entire duration of the journey. It is compulsory to ensure this requirement at the time of booking the travel document.
- (5) **Baby buggies or wheelchairs are not allowed**, except for foldable ones which are carried in the luggage compartment. Carriage may be refused due to the luggage compartment being full.

- (6) Carriage of persons under 18 years of age in international public line transport on the territory of Ukraine is possible only if the person under 18 years of age has with him/her an official document certified by a notary in which the legal representative gives consent to carry out such transport. 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. Transport of persons with reduced mobility and orientation

- (1) The carriage of a passenger in a wheelchair is not possible for technical reasons.

5.3. Carriage of live animals accompanied by a passenger

- (1) Live animals may be transported free of charge as hand luggage only under the supervision of the passenger and if conditions are met to ensure that the live animals do not damage or contaminate the vehicle or passengers, endanger the safety and health of persons and are not a nuisance to other passengers during transport.
- (2) As regards live animals, passengers may only take **small domestic and other small animals** with them in the vehicle **if they are placed in portable cages, baskets or other suitable containers with an impermeable bottom**, unless this is prevented by special legislation and the dimensions of the container do not exceed 40 x 50 x 50 cm.
- (3) Outside of a fully closed box, only a guide dog, assistance dog or service dog of police officers in the performance of tasks pursuant to 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 Force, as amended, (for the Slovak Republic), or other legislation of a third country through which the service is passing, or a service dog of the army in the performance of tasks, may be transported in the vehicle.
- (4) A guide dog accompanying a blind person, an assistance dog, as well as a service dog of the police or the army in the performance of tasks within the meaning of the above cannot be excluded from transport or refused transport.
- (5) **Guide and assistance dogs** can be carried free of charge in the vehicle, provided all of the following conditions are met:
- a) the dog is travelling with a person with a valid ZTP or ZTP/P card, or a similar card issued in another country (in particular a disability card and a disability/S card in the Slovak Republic),
 - b) the dog is visibly marked with the harness of a guide or assistance dog,
 - c) the dog is kept on a leash.

6. Luggage transport

- (1) Luggage is carried together with the passenger in the carrier's vehicle as hand luggage in the passenger compartment or as accompanied luggage in the luggage compartment.
- (2) Baggage must be able to be **loaded** and placed **quickly and easily** in the carrier's vehicle in the space provided for baggage because of its size, length or weight.
- (3) **They are excluded from transport:**

- a) bulky items and items that cannot be safely placed in the vehicle;
 - b) Explosive, poisonous, radioactive, volatile and corrosive items (so-called dangerous goods), as well as items that cause disgust;
 - c) things that can cause infection;
 - d) a loaded weapon, unless the person concerned is authorised to carry a loaded weapon on his/her person by law and in connection with the exercise of the authority and powers of an authority which is an armed force, or the similar performance of tasks by law and within its limits (e.g. members of the police or armed forces in the performance of official tasks);
 - e) and other things that may endanger or damage the life or health of persons or animals or cause damage to property, as well as endanger or impair the safe operation of road transport.
- (4) The passenger is entitled to carry a **maximum of 2 pieces of luggage**. If the journey includes more than one means of transport in the carrier's network, the maximum baggage limit for the entire journey always applies.
- (5) The sum of all three dimensions for all baggage (depth, width, height) of a passenger must not exceed 190 cm and their combined weight must not exceed 30 kg. The passenger is further limited by the space for storing luggage:
- a) luggage with a maximum size of 27 x 30 x 50 cm can be placed on the shelves above the seats.
 - b) luggage with a maximum size of 50 x 90 x 66 cm can be placed in the storage compartments of the vehicle.
- (6) Allowable luggage dimensions may exceed the folding pushchairs that can be carried in the LE vehicle if the person is travelling with a child under 5 years of age (inclusive).
- (7) Luggage **may be refused for technical reasons or because the vehicle has run out of luggage space**. The decision to place the luggage on the carrier's vehicle or to refuse carriage of the luggage rests solely with the person in charge of the vehicle.
- (8) The driver is responsible for handling and supervising the luggage.
- (9) The passenger is responsible for supervising the hand luggage, ensuring its safe handling and for any damage resulting from the carriage of the hand luggage during the entire carriage.
- (10) In cases where a passenger takes an item into the vehicle that cannot be transported as hand luggage and refuses to carry it as accompanied luggage, the passenger will be excluded from the carriage and the contract of carriage will be terminated. In this case, the passenger is not entitled to a refund of the fare paid.
- (11) A passenger may take easily transportable items that cannot be carried as hand luggage into the carrier's vehicle as oversized luggage, and:
- a) which by its nature requires placement in a specially designated place in the passenger compartment of the carrier's vehicle,
 - b) for larger sports equipment, a pair of skis with poles, snowboard and bobsleds are allowed.
- (12) Passengers may not hand over luggage exceeding CZK 5,000 for transport in the luggage compartment.

- (13) The passenger is obliged to allow the authorised person to inspect the baggage, including its contents, in order to assess whether the baggage can be transported in accordance with these GTC. If the passenger refuses to allow the authorised person to inspect the baggage, the authorised person shall be entitled to exclude the passenger from carriage; if the passenger is excluded from carriage, his/her travel document entitling him/her to carriage shall become invalid and the passenger shall not be entitled to a refund of the fare or any other compensation for the damage suffered.
- (14) In the event that a passenger hands over for carriage luggage whose contents may not be transported across the border and is subject to customs proceedings beyond normal customs control for this reason, the carrier reserves the right to exclude the passenger from carriage, his/her travel document authorising him/her to be transported becomes invalid and the passenger is not entitled to a refund of the fare or other compensation for the damage suffered.
- (15) **Bicycles (including e-bikes) may be transported** as luggage on the rack under the following conditions:
- a) Only passengers with a validly purchased travel document for the relevant connection may reserve a place for bicycles.
 - b) The transport of bicycles is only possible during the period specified by the carrier, on selected routes, sections of routes or to selected destinations. The **routes on which bicycle transport is possible are listed on the website www.leoexpress.com.**
 - c) Space for transporting bicycles is limited and subject to reservation, which is always allocated within the carrier's reservation system with regard to available capacity. The passenger is entitled to place the bicycle only in the appropriate space on the carrier he/she has reserved.
 - d) The maximum capacity for transporting bicycles is a total of 4 bicycles on a given route at any one time.
 - e) The transport of bicycles is subject to a transport fee at the time of booking in the amount set out in the tariff, the current version of which is available on the [website http://www.leoexpress.com](http://www.leoexpress.com).
 - f) In the event of loss of a bicycle or part thereof, the person entitled shall have the right to a refund of the fare paid and to reimbursement of the proven cost of the lost bicycle or part thereof at the time of its submission for transport. If the person entitled fails to prove the value of the lost bicycle or part thereof, he shall be entitled to compensation in the maximum amount of CZK 1 500. Bicycles whose price does not exceed CZK 25 000 shall be accepted for transport. Placing the bicycle on the carrier, its subsequent dispatch and handling shall be carried out exclusively by the carrier's driver.
 - g) The conclusion of a contract of carriage for the carriage of a bicycle is evidenced by a luggage ticket issued by the carrier to the passenger after payment of the fare. The passenger shall, on receipt of the luggage ticket, check that it has been drawn up in accordance with his details. The bicycle shall be issued to the passenger upon presentation of the luggage ticket.
 - h) In the event of damage to a bicycle, the entitled person is entitled to compensation for the damage incurred, but not more than the amount of compensation provided for in the event of its loss.
 - i) The carrier is not liable for damage to the bicycle being transported if the loss or damage was caused under these conditions:

1. circumstances have arisen, such as natural disasters or unavoidable acts of third parties, which the carrier could not have avoided even with all due diligence;
2. the passenger's own actions that resulted in damage to or loss of the bicycle being transported;
3. the passenger has submitted a bicycle of a higher value than permitted for transport.

6.1. Carrier's liability for baggage in the hold space

- (1) A record of lost, stolen or damaged luggage must be requested by the passenger from the authorised person of the carrier immediately after the arrival of the connection at the destination station. The authorised person of the carrier is obliged to confirm the extent of damage or loss of luggage in writing to the passenger.
- (2) This record together with a copy of the ticket and a copy of the baggage transport document must be sent in writing no later than 6 months after the event to Leo Express s.r.o., Řehořova 908/4, 130 00 Praha 3 - Žižkov.
- (3) In the event of loss of luggage, the passenger is entitled to compensation for the proven cost of the lost luggage, however, up to a maximum of CZK 5,000 per 1 piece of luggage and CZK 10,000 per 1 passenger in the event of loss of more than 1 piece of luggage.
- (4) The carrier is not liable for damage to the transported luggage if:
 - a) the passenger is unable to prove the validity of the claim with a valid baggage transport document;
 - b) the packaging does not correspond to the nature of the item being transported;
 - c) the passenger has submitted baggage of a higher value than allowed for carriage;
 - d) circumstances beyond the carrier's control, such as natural disasters or acts of third parties;
 - e) the damage was caused by the passenger's actions.

7. Final provisions

7.1. Time data

- (1) All times given in timetables and in the reservation system are in Central European Time, unless otherwise stated.

7.2. Injury, damage or destruction of passengers' belongings

- (1) If it is unequivocally proven that passengers have been injured or their personal belongings have been damaged or destroyed due to reasons on the part of the carrier in the vehicle or while staying on the carrier's premises, which are accessible only with a valid travel document, the passenger should report this to the carrier's authorised person immediately after discovering the fact. The injured party may claim compensation for such damage in writing to LE.

7.3. Lost and found

- (1) In cases where a passenger believes that his/her personal belongings are lost in the vehicle, he/she can contact the LE call centre via email ztraty@le.cz and request a lost property search.
- (2) When making a request for a lost property search, it is advisable, in order to expedite the search, for the passenger to state in the request:
 - a) an exact description of the missing item;
 - b) the circumstances under which the loss was supposed to have occurred;
 - c) coupling number;
 - d) starting and finishing stop;
 - e) contact details (name, surname, telephone number or e-mail and, if applicable, home address) to inform the passenger if the lost item is found.
- (3) If the lost item is found, it will be released to the passenger only upon proof of personal details or the surrender of a receipt of the item, a description of the essential features of the item, the time and place of loss and the circumstances under which the item was lost.
- (4) If the lost item is not found within 14 days of receipt of the passenger's request, the item may be considered lost and the search for the lost item will be terminated.
- (5) If an item is found in the vehicle at the end of the journey in relation to which the passenger has not requested a search, such item will be dealt with in accordance with the relevant legislation governing the treatment of lost property.

7.4. Complaints and suggestions

- (1) Passengers can submit any complaints, comments and suggestions via:
 - a) e-mail sent to the contact e-mail: info@le.cz or reklamace@le.cz
 - b) in writing at Leo Express s.r.o., Řehořova 4, 130 00, Prague 3 - Žižkov, Czech Republic.
- (2) The complaint sent must contain all the requirements for its handling. Complaints will be handled by the Customer Service Department within 30 days of receipt and the complainant will be informed of the outcome of the investigation in writing by sending a notification to the e-mail or postal address provided. In urgent cases, LE reserves the right to extend the above deadline by up to 30 days.
- (3) The carrier will respond to comments and suggestions by sending a written statement to the e-mail or postal address of the complainant only in justified cases. There is no time limit for sending a notification in this case.
- (4) In accordance with Act No. 634/1992 Coll., on Consumer Protection, the consumer is entitled to use out-of-court settlement of a consumer dispute arising from a contract of carriage concluded with the carrier. The Czech Trade Inspection Authority (www.coi.cz) is the authorised body for out-of-court settlement of the consumer dispute in question.

7.5. Temporal validity

- (1) These SPPs shall take effect on 01 June 2023 and shall remain in force until new SPPs are issued and published.