



# **Leo Express Global a.s. and Leo Express s.r.o. Contractual Conditions of Carriage Valid for Public Passenger Railway Transport**

effective from October 1<sup>st</sup>, 2020

These Contractual Conditions of Carriage were authorized by Leo Express Global a.s. Board of Executives and Leo Express s.r.o. Board of Directors on September 30<sup>th</sup>, 2020.

## 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 for the transport on the territory of the Czech Republic and the Slovak Republic, eventually Leo Express Global a.s., with registered seat at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, IČ 290 16 002 for the transport on the territory of Poland, LE is hereinafter also referred to as the **operator**,
- **operator** – LE or other entity, which LE assigns to exercise rights and duties under the carriage contract concluded with a Passenger,
- **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,
- **Conditions** – the valid Contractual Conditions of Carriage for the public passenger railway transport,
- **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,
- **seat reservation** – a document proving a validity of a Passenger's claim to a particular seat on a particular train connection in a particular vehicle, the seat reservation is a part of the train 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, who proves his authorization by submitting an operator's service identification card,
- **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 train operated by the carrier,
- **first Class** – a travelling class, which is in the case of the carriage operated directly by LE, divided into and commercially called Business and Economy Plus (labelled on the vehicle 1) and Premium (labelled on the vehicle 1+),
- **second Class** – a travelling class, which is in the case of the carriage operated directly by LE commercially called Economy (labelled on the vehicle 2),
- **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 is intended for communication in Polish, Ukrainian and English language for connections passing through the area of Poland,

- **ZTP** - a person with severe health disability,
- **ZTP/P** – a person with severe health disability requiring special assistance,
- **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),
- **Smile Club** – loyalty program,
- **Tariff leo credits** – extra bonus of 25 % in a form of Tariff cashback.

## 1. Introductory Provisions

- (1) These Conditions govern the rights and obligations of LE during the carriage of persons, their baggage and live animals in domestic and international public passenger railway 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) LE issues these Conditions of Carriage for Public Passenger Railway Transport (hereinafter referred to as the Conditions) in compliance with Section 36 a) of Act no. 266/1994 Coll., on railways, as amended, in compliance with Public Notice of the Ministry of Transport of the Czech Republic no. 175/2000 Coll., on the transport code for public rail and road passenger transport (hereinafter referred to as the Transport Code), in compliance with Regulation (EC) no. 1371/2007 of the European Parliament and of the Council on rail passengers' rights and obligation, single legislative regulations for agreements on international passenger railway transport CIV – attachment A in The Convention concerning International Carriage by Rail (COTIF) form May 9th, 1980 (the Convention was published in the Czech Republic in Collection of International Agreements by Public Notice on Ministry of Foreign no. Affairs 49/2006 Coll.) and in compliance with the conditions set forth by the Price Definition of the Ministry of Finance currently in force.
- (2) For carriage in the territory of the Slovak Republic these Conditions are in compliance with Act no. 514/2009, Coll. on railway transport, and with the above-mentioned Regulation of the European Union as well as other directly applicable international agreements by which Slovakia is bound.
- (3) For the purposes of transportation on the territory of the Poland these Contractual Conditions of Carriage are in accordance with the Regulation (EC) no. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, the Act no. /2017 Coll. (§ 1983 and further changes), the Act no. 38/2006 Coll. (§ 266 and further changes) and the Act no /2015 Coll. (§ 50 and further changes).
- (4) The Conditions, their amendments and modifications shall be published by LE in compliance with Section 36 a) of Act No. 266/1994 Coll., on railways, as amended, in the Carriage and Tariff Bulletin of the Ministry of Transport and in compliance with provisions in Section 7 article 3 Act no. 514/2009 Coll., on railway transport, as amended. These are published on its website and in LE ticket offices.
- (5) On Lichkov-Wroclaw journey, the Contractual Conditions and Tariff of Dolnoslaskie SA are valid (<https://www.kolejedolnoslaskie.pl/bilety/taryfa-i-regulaminy/>).
- (6) Specified conditions regarding types of fares are stated in the Tariff.

## 2. Contract of Carriage

- (1) By virtue of concluding the Contract of carriage a binding legal relationship arises 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 Fare Certificate, and the pledge of the Passenger to pay Fare for the carriage and abide by duties leading from the General Legal Regulations, the LE Tariff and these Contractual Conditions of Carriage

### 2.1. Conclusion of Contract of Carriage

- (1) The Contract of Carriage is **concluded** once:
- a) Passenger boards an LE Vehicle with a valid Fare,
  - b) Passenger boards an LE Vehicle **without a valid Fare Certificate**. In this case, he may only board an LE Vehicle if **he first asks** the Authorized Person whether a Ticket with Seat Reservation can be bought for the given train. In this case, the Passenger is obliged to pay the Fare immediately after boarding the LE Vehicle and find the Authorized Person for this purpose;
  - c) in case of carriage of a person for payment or free of charge on connections, where Departure and Destination Station are in two different member states of COTIF from May 9th, 1980 published in the Czech Republic in Collection of International Agreements by Public Notice on Ministry of Foreign No. Affairs 49/2006 Coll., Passenger accepts the LE offer and receives a Ticket in return.

### 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 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 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 of an invalid contract, 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 Fare Certificate.
- (2) The Fare is valid only for carriage specified by day, time, connection, number of passengers and line stated on the Fare Certificate
- (3) All LE connections require a **seat reservation**. The Passenger may only occupy seats on the train stated on a valid Fare Certificate. 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.

- (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 (with the exception of the use of another station in the territory of Prague or Ostrava within the given route). For this purpose, occupancy is not considered if the passenger places a piece of clothing or hand baggage on the seat.
- (5) In a case in which the Passenger boards the vehicle without an obligatory seat reservation, even though the capacity of seats for the whole required route in the respective connection is full, he is obliged to pay a Surcharge (Contractual Penalty) in the amount of CZK 150. The Passenger then shall occupy a place designed for standing according to the instructions of the authorized person if the whole time of standing does not exceed 2 hours 15 minutes and the capacity of places designed for standing has not been used up. The Passenger may purchase a ticket for a free seat if it is available for the part of the respective route.
- (6) **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) potential information about provided discount,
  - e) number of the connection,
  - f) time and date of departure from the Departure Station,
  - g) time and date of arrival to the Destination Station,
  - h) unique code,
  - i) reservation Number of the seat or seats (four Group Fares),
  - j) class.
- (7) **Tickets may take the following form:**
  - a) paper ticket (issued at the LE ticket office, by contracted LE dealer 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.
- (8) Passengers are required to check the information stated in the ticket without undue delay after its receipt, and the Passenger is responsible for possible errors in the data.
- (9) The validity of tickets is among others controlled by a **unique code**, which is stated on the Certificate. The person purchasing the Fare Certificate, 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 Fare Certificates.

- (10) Passenger, boarding the LE Vehicle without valid ticket is obliged to pay extra **fee for reservation**.

Amount of fee for reservation is differentiated according to currency in which the payment is processed and is CZK 50.

- (11) Passenger may choose prior to the payment in which currency fee is paid. It is possible to pay by a payment card and in cash in the Czech crowns (CZK) and in Euros (EUR) on the connections passing through the Czech and Slovak Republic. In the territory of Poland, it is only possible to pay by a payment card or in cash in the Polish zloty.
- (12) In the Czech Republic, a person with disabilities by means of valid ZTP (severe health disability) card or ZTP/P (severe health disability requiring special assistance) do not pay the reservation fee.

### 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 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 Fare Certificate, it shall be regarded as invalid and the Passenger shall be regarded as a Passenger without a valid Fare Certificate. 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** according to the train schedule.
- (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 CZK 30, 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 Fare 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 Fare 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. The transaction fee for cancellation of the ticket is CZK 30, for each cancelled ticket. If the ticket refund is in a form of leo credits, the transaction fee is not charged.

### 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 tickets on [www.leoexpress.com](http://www.leoexpress.com) in case the ticket was purchased via internet.
- (3) Passengers may cancel 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 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 debit 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 railway 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 efficiency of public transport (for example, passenger is obliged to fasten seat belt on Vehicles equipped with seat belts),
  - b) no later than at the moment of the receipt of the ticket from the Person Authorized by LE, he shall verify 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.
  - c) he shall board or disembark the LE 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 LE 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 LE 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 bus 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 a Person Authorized by LE 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).
- (7) Compensation for delays 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 tariff leo credits according to the Terms and Conditions of Smile Club.
- (8) The carrier reserves the right to change the passenger seat and to use alternative transport in the event of extraordinary events.

## 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) Refreshments provided to passengers free of charge are intended solely for consumption in the vehicle.
- (4) In the First Class (Economy Plus, Business and Premium), the passenger is entitled to the Refreshment service included in the ticket price only for the occupied seat. Free refreshments are tied to the passenger, not to the seat.

### **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) Passengers are 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) purchased a ticket with seat reserved for persons with limited mobility, or for passengers on an orthopedic wheelchair, Passengers with a baby stroller and child and is not able to prove his entitlement for this seat,

- c) talks to the engine driver during carriage,
  - d) opens the doors of the Vehicle or car-end barriers during carriage,
  - e) throws objects or leaves objects hanging from the Vehicle,
  - f) deboards, boards the Vehicle or leans out from the Vehicle during the carriage,
  - g) attempts to board an LE Vehicle that has been declared by a Person Authorized by LE to be fully occupied,
  - h) without valid reason engages the emergency brake or uses the communication device linking Persons Authorized by LE and the engine driver, located in the LE Vehicle,
  - i) 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,
  - j) prevents use of operational devices, boarding, deboarding or transit of the train,
  - k) smokes on board the LE Vehicle (including electronic cigarettes),
  - l) drinks his own alcohol,
  - m) bothers other passengers with loud speech, singing, playing of music, use of audio-visual equipment on high volume or other inappropriate behaviour,
  - n) pollutes the belongings or clothes of other Passengers, including the premises or devices designated for Passengers by his belongings or through his behaviour,
  - o) causing damage to the LE Vehicle, its premises and devices for Passengers,
  - p) takes with him on board as Hand Baggage or Accompanying Baggage an item that cannot be contained in baggage,
  - q) 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** 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 fifteen (15) days at any of the day when his obligation to pay this amount arose, the amount may be enforced.
- (3) The amount of the Surcharge (Contractual Penalty) is CZK 1000.
- (4) Passenger may choose prior to the payment in which currency fee is paid. It is possible to pay by a debit card and in cash in the Czech crowns (CZK) and in Euros (EUR) on connections passing through the territory of the Czech and Slovak Republic. In the territory of Poland, it is possible to pay by a payment card or in cash in the Polish zloty only. 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.
- (5) 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 (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.

- (6) Reserved seats, designated as **the Quiet Section** (tichý oddíl in Czech) are intended for passengers who, during their stay in this section, shall not speak on the phone, shall have turned off the ring-tone on their mobile phone, shall not use audio-visual devices with the sound on loudspeakers, and shall refrain from loud conversation or other loud behaviours. The on-board staff of LE is authorized to reseat any Passenger who has violated the rules for the Quiet Section and who does not abide by the rules of the Quiet Section after he has been reprimanded by the staff to a different section of the train, even to a lower carriage class. In such case, the Passenger is not entitled to a compensation for the amount corresponding to the difference in Fare between the higher and the lower carriage class. By purchasing a ticket for a seat in the Quiet Section, the Passenger agrees to the conditions for the use of such designated seats.
- (7) In case of violation of the transport conditions by the passenger and causing an extraordinary stop or delay of the train, the passenger is obliged to pay a penalty of CZK 1000 for each minute of delay of the connection.

#### **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 passenger railway 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 Person Authorized by LE,
  - d) he refuses or is unable to pay the Fare or Surcharge (Contractual Penalty) 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 deboard,
  - f) by his behaviour which violates the provisions of Legal or other Regulations or these Conditions causes a delay or hold-up of the train (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 passport or visa 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 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 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) International carriage of children between age of 0-9 (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.
- (2) Domestic carriage of children between age of 0-6 (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) 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 (included) shall make sure that said children **be placed into such a seat within the same carriage class 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 at the moment of the reservation of the Fare Certificate.
- (5) **Carriage of children in a perambulator shall be only after previous reservation** for the reserved in the reservation system. If this capacity shall have been used up or due to technical reason the carriage shall not be possible, the carriage may be refused.

### 5.2. Carriage of Persons with Reduced Mobility

- (1) The Passenger with reduced mobility shall always report his journey **no later than 24 hours** before the regular scheduled departure of the train from the Departure station. The Passenger shall report his carriage using the LE call centre or an LE ticket office. Reporting is necessary to ensure that the vehicle is dispatched to the platform with immobile access and that a platform is provided to enable passengers to board and disembark.
- (2) The Passenger who **requires an assistance for boarding and disembarking** the LE vehicle shall, prior to the commencement of carriage, report **at least 60 minutes** before the regular scheduled departure of the respective connection at the LE ticket office or write to the LE Call center. The provision of carriage with assistance when boarding and disembarking for passengers with reduced mobility and orientation is provided by LE free of charge.
- (3) Condition for accepting orders regarding paragraph (1) and (2) is a purchase of a valid ticket with a seat reservation for a seat designed for a person with reduced mobility or for passengers in an orthopedic wheelchair. In case of a fully booked

connection or in case the technical state of the vehicle does not enable transportation of such person, the transportation shall be refused.

- (4) Carriage in an LE Vehicle is permitted only with orthopedic wheelchairs that are equipped with a functional handbrake that can be used to secure the wheelchair during the carriage, otherwise the carriage shall be refused.
- (5) For persons travelling in orthopedic wheelchair is recommended to inform about required assistance as mentioned in this article especially to:
  - a) confirm, that the boarding and disembarking of this Passenger shall be possible in station taking into consideration the local conditions,
  - b) assure arrival of the vehicle to appropriate platform,
  - c) provide all required information for boarding and disembarking of the Passenger.
- (6) The following information shall be included in the order:
  - a) Passenger's name and surname,
  - b) date of departure and number of connection (or a back-up date and connection),
  - c) number of reserved places,
  - d) telephone connection for the time of the carriage.

### 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 persons, 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 who are performing their duties may not be excluded from carriage, nor may they be refused carriage.
- (5) In the Vehicle, **guide 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 TŽP and TŽP/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.
- (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 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 rail trucks or rail carriage.
- (4) The passenger is allowed to transport **maximum of three (3) pieces of baggage**.
- (5) The transport of bicycles is allowed only under the conditions set out in paragraph 14 of this article. 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. 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.
- (7) Allowed dimensions of baggage may exceed 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)
- (8) 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 LE Vehicle**. The decisions regarding 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 train.
- (9) Handling of baggage and its supervision are the responsibility of the passenger.
- (10) Hand baggage shall not be placed onto seats or into the premises of the lavatory of the LE vehicle.



- (11) 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. (mostly duplicates 9)
- (12) In cases where the Passenger has taken on board the Vehicle an item prohibited as hand baggage, 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 nor other refund for caused damages.
- (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, LE may exclude the Passenger from carriage. In such case, the Passenger's ticket becomes invalid the Passenger shall not be entitled to a Refund of Fare nor other refund for caused damages.
- (14) 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 ride.
  - b) Transport of bicycles is allowed only in a time period set by the operator, in selected rides, its parts or to selected destinations.
  - 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) The storage of bicycles, safe handling of them, their takeover after a completion of a ride and any damage arising from their transport is the responsibility of the Passenger. Supervision of bicycles, the possible damage caused to them as a result of their carriage or damage caused by third parties, loss or theft are the responsibility of the Passenger.
- (15) Transport of downhill skis, cross-country skis and snowboards (hereinafter referred to as "the skis") as oversized luggage in the vehicle is allowed under the following conditions:
- a) Reservation of a place for skis is allowed only for Passengers with a valid ticket for the relevant connection.
  - b) Transportation of skis is allowed only in a period set by the operator, in selected connections, its parts or to selected destinations.
  - c) Space for transport of skis 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 ski only in the reserved space.
  - d) The maximum capacity of space for transportation of skis (resp. snowboards) is eight pairs of skis (resp. snowboards) in the relevant connection at one time.

- e) Skis must be packed in a suitable cover, which covers all their edges, otherwise the Passenger shall pay a Surcharge (Contractual Penalty) to Fare in the amount of CZK 100. In case that the Passenger does not pay the Surcharge (Contractual Penalty) or does not use the cover provided by the operator, operator reserves the right to exclude them from transport.
- f) Transport of skis 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)
- g) The storage of skis, safe handling with them, their takeover after a termination of transportation and any damage arising from their transport is a responsibility of the Passenger. Supervision of skis, the possible damage caused to them as a result of their carriage or damage caused by third parties, loss or theft are the responsibility of the Passenger.

## 7. Carriage of Parcels

- (1) The carrier also accepts parcels fulfilling the characteristics of luggage for carriage, with which the persons handling them for carriage are not transported at the same time. Parcels are accepted for transport in connections and between stations according to the information in the timetable published on the carrier's website [www.leoexpress.com](http://www.leoexpress.com), provided that this does not restrict the transport of passengers and their luggage or endanger the safety of passengers. The carrier reserves the right to refuse the transport of the parcel due to capacity reasons.
- (2) The weight of the parcel must not exceed 15 kg. Goods referred to in Article 6, Paragraph 3 of these Contractual Terms and Conditions and live animals cannot be transported as a parcel. The carrier accepts parcels with a maximum price of CZK 1 500.
- (3) The contract of carriage of a parcel is concluded by the receipt of the parcel for carriage by an authorized person of the carrier on the relevant connection and by the issuance of a transport document on receipt of the parcel for carriage (hereinafter referred to as "přepravenka") to the consignor.
- (4) The authorized person of the carrier shall hand over the parcel at the designated station to the receiver, who shall prove his personal data. When handing over a parcel, the carrier's authorized person shall state the personal data of the receiver on the transport document on which the receiver shall confirm the receipt of the parcel.
- (5) If the parcel is not picked up by the receiver at a designated station, the carrier shall store it and invite the consignor and the receiver to pick it up immediately at the communicated warehouse address in Prague or Bohumín. If neither the consignor nor the receiver collects it despite the request, the carrier will dispose of the parcel following generally binding legal regulations as an uncollected item after the expiration of the prescribed time limits. The perishable parcels are stored for a maximum of 48 hours.
- (6) In case of loss or damage of the parcel, a record of this fact shall be made by the authorized person of the carrier at the time of handover (or the originally agreed time of handover) stating the condition of the parcel or the extent of its damage. A copy of the record will be given to the receiver.
- (7) The carrier is not responsible for damage to the parcel in the event of loss or damage to it for the following reasons:

- a) the packaging does not correspond to the nature of the transported goods,
  - b) the contents of the parcel are items which cannot be transported, perishable items if the contents of the parcel have not been truthfully declared and the damage was caused by the nature of the item,
  - c) certain circumstances have arisen, such as natural disasters or unavoidable actions of third parties, which the carrier has not been able to avert even with all efforts.
- (8) The carrier shall pay for the damage caused by the complete loss of the parcel in the amount of its price proved by the entitled party, which, however, shall not exceed the maximum permissible price of the parcel according to Paragraph 2 above. In the event of a partial loss, the compensation corresponds to the price of the lost part of the parcel.
- (9) If the entitled party does not prove the price of the lost parcel, the carrier shall reimburse the damage caused in accordance with generally binding regulations, of CZK 100 for each missing kilogram of its weight, but not more than CZK 1 500 per parcel.
- (10) In case of damage to the parcel, the entitled party has the right to compensation corresponding to the damage caused to the parcel, but not more than the amount of compensation for its complete loss.

## **8. Final provisions**

### **8.1. Time information**

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

### **8.2. 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 LE steward. The Passenger may claim a refund for the damage by writing to the LE address.

### **8.3. 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 train 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.

#### **8.4. Complaints and Suggestions**

- (1) All and any complaints and suggestions can be made by Passengers through:
  - a) e-mail sent to the contact e-mail,
  - b) in writing using the address: Leo Express Global a.s. (eventually 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)).

#### **8.5. Time Validity**

- (1) These Conditions are effective from October 1<sup>st</sup>, 2020 and are valid till issuing and publication of new Conditions.

#### **8.6. 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.