

LEO Express a.s. Contractual Conditions of Carriage Valid for Public Passenger Railway Transport

These Contractual Conditions of Carriage were authorized by LEO Express a.s.
Board of Directors on January 16th 2017

These Contractual Conditions of Carriage are effective from January 17th 2017

Definition of abbreviations and terms for purposes of these Conditions

- **LE** – LEO Express a. s., seating at Řehořova 908/4, 130 00 Prague 3 – Žižkov, Czech Republic, IČ 29016002,
- **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 <http://www.le.cz>,
- **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, hereinafter referred to as a ticket,
- **seat reservation** – a document proving a validity of a Passenger's claim to a particular seat in 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 fare certificate,
- **destination station** – a train station, in which the Passenger disembarks the vehicle of the operator and which is specified on the corresponding fare certificate,
- **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 bus or a train with a visible inscription LEO Express,
- **First Class** – a travelling class, which is in the case of the carriage operated directly by LE, divided to and commercially called Business (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 crowns** – LE currency, conditions of its usage are specified in conditions of Smile Club.

1 Introductory Provisions

- (1) These Conditions govern the rights and obligations of LE, as well as the rights and obligations of Passengers during the carriage of persons, their baggage and live animals in domestic public passenger railway transport. 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). A competent court for dispute settlements from these legal relationships is the Czech court.
- (3) By purchasing the Fare Document, the Passenger agrees with these Conditions, tariff conditions, and commercial terms of LE and gives his consent to the collection, storage and processing of all and any personal and other information provided by him in the LE database as well as the delivery of commercial messages inter alia by electronic means and by other means.
- (4) All and any information provided by the Passenger shall be collected and processed solely for the purpose of the provision of transportation services, for the business and marketing needs of the Administrator, including, but not limited to, the delivery of commercial messages, as well as the delivery of commercial messages inter alia by electronic means, on some services (in particular by email and text messages).
- (5) The consent is given for an indefinite period of time, or until it has been withdrawn in writing by the Passenger. The Passenger acknowledges that he has rights under the respective Act on Personal Information Protection, i.e. in particular that the provision of personal information is voluntary, that he may at any time and free of charge withdraw his consent in writing, and that he has the right to access his personal information. Any subject of information that shall find out or believe that the Administrator processes his personal information in a manner that is in violation of the protection of the private and personal life of the subject of information, or in violation of the law may take the following steps:
 - a) request an explanation from LE,
 - b) request that LE remedy this state.
- (6) In the territory of the Slovak Republic, the Administrator processes the data in sense of Act No. 122/2013 Coll. on Protection of Personal Data and on Changing and Amending of other acts.

1.1 Scope of Application

- (1) LEO Express a.s. (hereinafter referred to as 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 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 is Slovakia bounded.
- (3) 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 is 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.
- (4) Specified conditions regarding types of fares are stated in Tariff.

2 Contract of Carriage

- (1) By virtue of concluding the Contract of carriage arises a binding legal relationship between LE and the Passenger the content of which is, in particular, the pledge of LE to transport the Passenger from the Departure Station to the Destination Station on connections stated in the train schedule, and the pledge of the Passenger to pay Fare for the carriage and abide the Conditions of Carriage and LE Tariff.

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 firstly 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 Fare Certificate in return.

2.2 Duly Performance of the Contract of Carriage

- (1) The Contract of Carriage is regarded as having been duly performed by LE by virtue of the due performance of carriage in the scope agreed on in the Contract of Carriage concluded between the Passenger and LE.
- (2) The Contract of Carriage is regarded as having been duly performed by LE:
 - a) by virtue of the due performance of carriage in the scope agreed on in the Contract of Carriage,
 - b) if it has been performed in a scope different from that agreed on in the Contract of Carriage if the Passenger has been rightfully excluded from transportation by a Person Authorized by LE.
- (3) The Contract of Carriage becomes invalid if the Passenger interrupts his journey. Interruption of the journey is taken to mean the Passenger's disembarking in a station that is different from the Destination Station, unless he disembarks based on instructions of the Authorized Person. In this case, the Passenger is not entitled to any refunds of fare and the Fare Certificate becomes invalid.

3 Fare Certificate

- (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 requires 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. Entitlement for a reserved seat expires if the Passenger according to the ticket does not occupy the seat in 15 minutes after the train's departure from the boarding station specified in the ticket, for this purpose, the seat is not regarded as occupied if the passenger places on it an article of his clothing or a piece of baggage.
- (4) **The Fare Certificate 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.
- (5) **Fare Certificates may take the following form:**
- a) paper Fare Certificate (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 Fare Certificate (capture and display of Fare Certificate 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's e-mail address info@le.cz.
- (6) Passengers are required to check the information stated in the ticket without undue delay after its receipt, the Passenger is responsible for possible errors in the data.
- (7) The validity of Fare Certificates 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 Fare Certificate 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.
- (8) Passenger, boarding the LE Vehicle without valid Fare Certificate on a train station in which tickets are sold by LE in a ticket office, is obliged to pay extra fee for reservation.
- Amount of fee for reservation differentiates according to currency in which the payment is proceed and is:
- a) CZK 40, or
 - b) EUR 2.
- (9) Passenger may choose himself prior to the payment in which currency he pays the fee. Passenger may choose from the currencies listed in the previous paragraph under the condition that the chosen currency is national currency at least in one state, through which the train passes.
- (10) 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.

3.2 Fare Discounts

- (1) The discounts and conditions of its usage are stated in Tariff and in LE commercial offers.
- (2) The Passenger shall notify the Person Authorized by LE in advance about the type of discount he requires for his Fare Certificate. Passenger is not entitled to additional discounts after purchasing the ticket.

- (3) All and any Passengers who exercise entitlement to any of the discounts provided on LE train connections are obliged to **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.
- (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 to Fare in sense mentioned in the previous article.
- (5) In the territory of Slovakia, free of charge carriage of pupils, students and senior citizens in sense of the Decision of the Government of the Slovak Republic no. 530 of 22nd October 2014 is not exercised, as LE does not provide public passenger railway transport within the scope of fulfilling obligations arising from a public services contract in passenger transport.

3.3 Cancellation of Tickets by Passenger

- (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 returned amount is in form of LEO crowns.
- (3) The transaction fee is in form of deduction of the returned amount.
- (4) **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 provide 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.
- (5) The group tickets may be cancelled only together for all passengers on the group Fare Ticket.
- (6) Return Ticket may be cancelled only together (for both journeys at once) before the scheduled departure of the connection from the Departure Station for the journey with sooner date of departure (on going journey).
- (7) The fare shall not be returned for unexercised or partially unexercised ticket.
- (8) The refund will take place in one month after the receipt of submitted application.
- (9) In case of delivering binding order for group Fare Certificate to the LE sales department the buyer acknowledges that the changes in reservation are charged in amount of 10% of the price of the group Fare Certificate.

3.3.1 Where to Cancel the Tickets

- (1) The Passenger, who purchased the Fare Certificate through a client account LE, may cancel the ticket after logging in to his account on the website www.le.cz.
- (2) All Passengers may cancel the Fare Certificate by filling in a form on **www.le.cz**.
- (3) All Passengers may cancel the Fare Certificate at LE ticket offices.
- (4) The Fare Certificates purchased at LE contractual vendors may be cancelled at the particular contractual vendor, where the Passenger purchased the ticket.
- (5) All Passengers may cancel the Fare Certificate via LE call centre based on claim sent to the e-mail address info@le.cz (it is recommended to state in the subject of the email "storno").

3.3.2 Forms 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 return in form of transfer to a bank account only in case the ticket was purchased in LE e-shop provided that fare was payed online by payment card.
- (3) The fare may be returned in form of LE crowns only to clients who have LEO crowns account.
- (4) The ticket purchased by LEO crown may be return back only in form of LEO crowns.

4 Rights and Obligations of Passengers

(1) The Passenger has the following obligations:

- a) he shall exercise care appropriate to the nature of 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 fluency of public passenger railway transport (among others passenger is obliged to be fasten if the Vehicle is equipped with seat belts),
- b) no later than at the moment of the receipt of the Fare Certificate from the Person Authorized by LE, he shall check that the Fare Certificate has been issued according to his requests, and if the information on the fare certificate shall not be in agreement with his requirements, the Passenger may refuse this Fare Certificate without having to pay a Deduction.
- c) he shall board or deboard the LE Vehicle only at a Train Station or stop and only if the vehicle is not moving.

(2) The Passenger is responsible for:

- a) the children he is accompanying,
- b) his arrival at the LE ticket office at the 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 frequency of passengers and the time needed for timely and safe boarding the Vehicle before its departure,
- c) his timely and safe boarding to the LE Vehicle in the Departure Station stated on the respective Fare Certificate, which the Passenger wishes to use for the respective carriage and which entitles the Passenger to the carriage,
- d) his timely and safe deboarding of the LE Vehicle in the Destination Station stated on the respective Fare Certificate, which he uses for the respective carriage and which entitles the Passenger to carriage .

(3) The Passenger may use the audio-visual, information, communication and safety devices located in the premises for Passengers and on LE Vehicles only in compliance with the instructions of a Person Authorized by LE and with the purpose of said devices.

4.1 Refunds for Delays and 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 to the Departure Station on the closest LE connection, in which case the Passenger shall be entitled to a Refund of the Fare that he paid,

- d) a 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 with a valid ticket for a single journey 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 Fare Certificate in the event of a delay of 60 to 119 minutes,
 - b) 50 % of the price of the Fare Certificate in the event of a delay of 120 minutes and more.
- (5) Refund for tickets purchased for LEO crowns may be paid only in the form of LEO crowns.
- (6) In case the Passenger requires so, LE may issue him a written confirmation about limitation or interruption of carriage, unexercised connection or time of the delay.
- (7) The request for a Refund of Fare shall be exercised by the entitled Passenger no later than within 3 months since date of departure stated on the Fare Certificate and by filling in the application form which is available on the website www.le.cz, and sending it to the e-mail address refund@le.cz.

4.2 Services Provided to Passengers

- (1) In order to ensure the highest possible level of comfort for the Passengers, LE provides various above-the-standard services, for which LE charges prices according to the LE Tariff. If, for operating or technical reasons, the above-the-standard service is not available, and the Passenger has not yet purchased the service, no right arises for the Passenger to compensation for the non-provision of such service.
- (2) For above-the-standard services provided free of charge and in cases, where such above-the-standard service is not available due to operating or technical reasons, no entitlement arises for the Passenger to compensation for a limitation to or the non-provision of the service. Refreshments provided to passengers free of charge is intended solely for consumption in the vehicle.

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

4.4 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 fluency of public passenger railway transport and from the point of view of ensuring proper, quiet and comfortable transportation occurs mainly in situation in which the Passenger:
 - a) cannot provide a valid Fare Certificate and refuses to pay the difference in Fare or new 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) talk to the engine driver during carriage,
 - d) opens the doors of the Vehicle or barrier against fall out during the carriage,
 - e) throws subjects or keeps objects overhanging from the Vehicle,
 - f) deboards, boards the Vehicle or lean out from the Vehicle during the carriage,
 - g) attempts to board/deboard an LE Vehicle that has been declared by a Person Authorized by LE to be fully occupied,
 - h) for no reason engages the emergency break or the device used for direct connection between the Persons Authorized by LE and the engine driver, which is located in the LE Vehicle,
 - i) for no reason remains in premises reserved for the engine driver or a person accompanying the Vehicle or in space which prevents the engine driver to have a safe view from the Vehicle,
 - j) prevents using operational devices, boarding, deboarding or transit of the train,

- k) smokes on board of the LE Vehicle (including electronic cigarettes),
 - l) is being loud, plays music or sings too loudly, uses audio-visual equipment on high volume or bothers other passengers with another inappropriate behaviour,
 - m) pollutes the belongings or clothes of other Passengers, including the premises or devices designated for Passengers by his belongings or through his behaviour,
 - n) causing damage on the LE Vehicle, its premises and devices for Passengers,
 - o) takes with him on board as Hand Baggage or Accompanying Baggage an item that cannot be contained in baggage.
- (2) If the Passenger behaves in of the ways mentioned above, he shall be obliged to pay a Surcharge 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 is:
- a) CZK 1000, or
 - b) EUR 40.
- (4) Passenger may choose himself prior to the payment in which currency he pays the fee. Passenger may choose from the currencies listed in the previous paragraph under the condition that the chosen currency is national currency at least in one state, through which the train passes.
- (5) In cases where the Passenger shall be in violation with the provisions, the Surcharge may be imposed on him repeatedly, and even multiple times during one journey.
- (6) The Person Authorized by LE who deals with the Passenger in relation to the violation of these Conditions shall issue a so-called "Certificate of Non-Adherence to the Conditions of Carriage" for each instance of violation of these Conditions. The Passenger is obliged to identify himself for the purposes of the execution of the "Certificate of Non-Adherence to the Conditions of Carriage" using personal data necessary for the collection of the Fare, the Surcharge to Fare or other fees. For these purposes, personal data is taken to mean of first name(s), surname, date of birth, place of birth and delivery address. The Passenger is also obliged to identify himself using an identification card to a person authorized to inspect Fare Certificates if he is unable, during the course of carriage, to submit a valid Fare Certificate, and if he fails to pay the price of the Fare and the Surcharge to Fare on the spot.
- (7) 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 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.

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 refuses or is unable to pay The Fare or Surcharge to the Fare,
- d) he deboards the train when it made an unscheduled stop at a Train Station, stop or other place and the Person Authorized by LE did not allow passengers to deboards,
- e) by his behaviour which violates the provisions of 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),
- f) he is unable to submit for inspection all required documents for crossing the state borders during boarder control. Into these documents counts passport or other documents which a person need for crossing the borders (especially visa).

If the Person Authorized by LE shall find out, prior to the Passenger's boarding of the LE Vehicle that the Passenger acts in such a way that his behaviour could be regarded as the violations of the Conditions, he may refuse carriage to such Passenger.

- (2)** If the Passenger who shall have been excluded from carriage again boards the LE Vehicle, he shall be regarded as a passenger without a valid Fare Certificate although he holds a certificate that certifies the performance of a Contract of Carriage on the given train connection.

5 Conditions of Carriage for Certain Persons and Items

5.1 Carriage of Children and Perambulators

- (1)** Children between age of 0-5 (including) may only be transported when accompanied by a person of the age of ten (10) or above. The accompanying person of the age of at least 10 years shall have on him an identification card that states his date of birth which he shall use to demonstrate that he is authorized to accompany a person under the age of 6.
- (2)** The Passenger with a child may in according to Tariff take only one seat.
- (3)** The passenger with 2 children, whose carriage is free of charge according to the Tariff, may take together only 2 seats.

- (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(including) 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 already 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 of the Passenger, **in case he requires assistance for boarding**. The Passenger reports his carriage using the LE call centre or an LE ticket office. A pre-requisite for such offer is that the Passenger have, at the moment of placing the order, purchased a valid ticket with a seat reservation for a seat designated for passengers with reduced mobility, or for passengers in an orthopedic wheelchair.
- (2) 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.
- (3) 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 place,
 - d) telephone connection for the time of the carriage.
- (4) The Passenger who has ordered assistance for boarding the LE vehicle shall, prior to the commencement of carriage, report at least 30 minutes before the regular scheduled departure of the respective connection at the LE ticket office or on the telephone number that was provided to the Passenger upon acceptance of the order.
- (5) The provision of carriage with assistance when boarding and disembarking for passengers with reduced mobility or for passengers in an orthopedic wheelchair is provided by LE free of charge.
- (6) **A carriage of Passengers in an orthopaedic wheelchair is possible only after prior reservation** of seats reserved for them in reservation system. If the capacity of places for the carriage of persons in an orthopedic wheelchair on the requested connection has already been fully booked, to a passenger in an orthopedic wheelchair shall be refused carriage.

- (7) 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.

5.3 Carriage of Live Animals Accompanied by the Passenger

- (1) Live animals may be transported free of charge as Hand Baggage, only under the supervision of the Passenger, and provided that all conditions have been fulfilled such as to ensure that the live animals do not damage or pollute the vehicle, or other passengers, do not pose a danger to the safety and health of person, and that they are not a nuisance to the remaining passengers.
- (2) In terms of live animals, the Passenger may take with him onto the Vehicle only small pets and other small animals, provided they are fully enclosed in easy-to-carry cages, baskets or other suitable cases with waterproof bottom, and unless special legal regulations prohibit it and dimensions of the cage is no larger than 40 x 50 x 50 cm.
- (3) Only guide dogs, assistance dogs or service dogs of police who are performing their duties under Act no. 273/2008 Coll., on the Police of the Czech Republic, as amended (for the Czech Republic) or Act no. 171/1993 Coll., on the Police Corps, as amended (for Slovakia) and eventually under Acts of third state, through which the train passes or service dogs of army who are performing their duties, may be transported outside a fully closed case.
- (4) Guide dogs accompanying a blind person, assistance dogs, as well as service dogs of police who are performing their duties may not be excluded from carriage, nor may they be refused carriage.
- (5) In the Vehicle, guided 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 ŽTP and ŽTP/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 excluded from carriage:**
- a) bulky items and items that cannot be placed safely in the Vehicle,
 - b) items that are explosive, toxic, radioactive, volatile and caustic (so-called dangerous items), as well as items that cause disgust,
 - c) items that may cause infection,

- d) loaded firearms, this provision does not apply to police who are performing their duties and to members of the Police Corps when performing their duties in compliance with relevant legal regulations
 - 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 pieces of baggage.
- (5) Carriage of bicycles is not allowed. Exception is carriage of folding bicycles, which fulfil allowed size and weight of baggage.
- (6) Sum of all three dimensions of all pieces of passenger's baggage (depth, width, height) shall not exceed 190 cm and common weight shall not exceed 30 kg. 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 following items:
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 technological reasons, or due to using up all empty capacity of baggage compartments in the LE Vehicle. The decisions regarding the placement of baggage in the LE vehicle, or regarding the refusal of carriage for baggage is reserved exclusively to the Person Authorized by LE on board the train.
- (9) Manipulation with the baggage and its supervision is reserved to 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.
- (12) In cases where the Passenger shall have taken with him on board of the Vehicle an item which cannot be transported as hand baggage, the Passenger shall be excluded from the carriage and his Fare Certificate 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 allowed an Authorized Person to carry a control of the baggage including its content in order to assess whether the carriage of the baggage is in compliance with these Conditions. In case the Passenger rejects the control by the authorized person, LE may exclude the Passenger from the carriage. In such case, the Passenger shall not be entitled to a Refund of Fare nor other refund for caused damages.
- (14) Transport of skis and snowboards as oversized luggage in the vehicle is allowed under the following conditions:

- a) Reservation of a place for skis and snowboards is allowed only for Passengers with a valid Fare Certificate for the relevant connection.
- b) Transportation of skis and snowboards is allowed only in a period set by the carrier, in selected connections, its parts or to selected destinations.
- c) Space for transport of skis and snowboards is limited and it is subject to a reservation, which is allocated by the reservation system of the carrier with regard to the spare capacity. The Passenger is entitled to place the ski and / or snowboard only in the reserved space.
- d) The maximum capacity of space for transportation of skis and snowboards is eight pairs of skis or snowboards in the relevant connection at one time.
- e) Skis and snowboards must be packed in a suitable transportation package, carrier otherwise reserves the right to exclude them from transport.
- f) Transport of skis and snowboards is subject to a fee upon the reservation according to the list of fees, its current version is available on the website <http://www.le.cz>.
- g) The storage of skis and snowboards, safe handling with them, their takeover after a termination of transportation and any damage arising from their transport is a responsibility of the Passenger.
- h) The supervision over skis and snowboards, the possible damage caused to them as a result of their carriage or damage caused by third parties, loss or theft is a responsibility of the Passenger during the entire course of the transport.

6.1 Responsibility of Operator for Baggage in Baggage Compartment

- (1) Record of loss, theft or damage of baggage shall be required immediately after arrival of the connection to the Destination Station. The Authorized Person is obliged to acknowledge the degree of damage or loss of the baggage to the Passenger in the record.
- (2) This record together with a copy of the Fare Certificate and a copy of a document proving carriage of baggage, if it is issued, shall be sent no later than six (6) months from the accident on the address LEO Express a.s., Řehořova 908/4, 130 00 Prague 3 – Žižkov.
- (3) In case of loss of the baggage, the Passenger is entitled to compensation of proved value of the lost baggage, limited to the maximum amount of CZK 5 000 or equivalent in EUR, unless it is stated in general legal regulations otherwise.
- (4) The operator is not responsible for damage of the transporting baggage if:
 - a) the Passenger may not prove entitlement by valid certificate of carriage of the baggage,
 - b) the packaging does not correspond with character of the transported item,
 - c) the value of the transported baggage was higher than allowed,
 - d) occurred force majeure such as natural disaster or act of third person,
 - e) the damage was caused by behaviour of the Passenger.

7 Final Provisions

7.1 Time information

- (1) All times listed in the schedule and Reservation System are stated in Central European Time, if it is not stated otherwise.

7.2 Injury, Damage or Destruction of Passenger's Items

- (1) If it is unambiguously proved that by staying in premises of the operator accessible only with valid Fare Certificate caused an injury or damage or destruction their private items, the Passenger may claim the refund for the damage in writing on LE address.

7.3 Lost and Found

- (1) In cases when the Passenger is convinced that he has lost or left a personal item in an LE vehicle or in premises accessible only with a valid Fare Certificate, he may turn to a Person Authorized by LE at any LE ticket office, or through the LE call centre, and he may request a search be declared for the lost item.
- (2) When raising a request to declare a search for a lost item it is deemed desirable that the Passenger state the following information in his request for the sake of speeding up the search:
 - a) an exact description of the lost item,
 - b) circumstances under which the items was supposedly lost,
 - c) number of the LE train connection,
 - d) the Departure and Destination Train Station,
 - e) contact information (name, surname, phone number or e-mail and/or the address) by using which the Passenger will be informed about the item being found.
- (3) If the lost item shall be found, it shall be handed over to the Passenger only based upon his documenting his personal information, or upon presenting an authorization for the collection of the item, upon providing a description of the decisive features of the item, and of the time and location, and the circumstances under which it was lost.
- (4) If the lost item shall not be found within 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 shall be found in the LE Vehicle after the termination of its journey for which no Passenger shall have declared a search, with such item shall be regarded in compliance with related legal enactment for regulations of lost items.

7.4 Complaints and Suggestions

- (1) All and any complaints and suggestions can be made by Passengers through:
 - a) e-mail: info@le.cz,

- b) in writing using the address: LEO Express a.s., Řehořova 4, 130 00, Prague 3 – Žižkov.
- (2) The Customer Care Department shall deal with the complaints no later than within 30 days of their receipt, and the complaining party shall be notified of the result in writing to the e-mail or postal address that he shall have provided. In urgent cases, LE reserves the right to extend the above deadline by up to 30 days.
 - (3) The Customer Care Department shall react to ideas and suggestions by sending a written standpoint to the e-mail or postal address of the party who has made the suggestion only in justifiable cases. No deadline is defined for the sending of the statement in this case.
 - (4) Customer is in compliance with Act no. 634/1992 Coll., on consumer protection entitled to out-of-court settlement of consumer dispute aroused from contract of carriage concluded with the operator. The authorized institution for out-of-the court consumer dispute settlement is Czech Trade Inspection Authority (www.coi.cz).

7.5 Time Validity

- (1) These Conditions are effective from January 17th 2017 and are valid till issuing and publication of new Conditions.