

CONDITIONS OF TRANSPORT FOR REGULAR BUS/COACH SERVICES OF SLOVAK LINES EXPRESS, A.S.

(FULL WORDING VALID AS OF 8 October 2018)



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Slovak Lines Express, a.s.

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Part A Regular Bus/Coach Services (General Provisions)

Article 1 Initial and Common Provisions

- 1.1 Conditions of Transport are made pursuant and in order to implement relevant provisions of Act No. 56/2012 on Road Transport (hereinafter referred to as "Act No. 56/2012") and EU Regulation of the European Parliament and of the Council No. 181/2011 of 16 February 2011 on the rights of passengers in bus and coach transport (hereinafter referred to as "Reg. No. 181/2011").
- 1.2 These Conditions of Transport shall become effective on the date they are posted on the website of the Carrier.
- 1.3 The Conditions of Transport with the tariff and timetables shall be the proposal of the Carrier to enter into a Contract of Carriage by and between the Carrier and a passenger.
- 1.4 The Conditions of Transport adjust conditions for passenger, hand luggage, registered luggage and pet transport.
- 1.5 These Conditions of Transport include the Tariff and the Timetable of the following services: 102806 Bratislava - Wien, 102829 Bratislava - Hainburg and summer line 102939 Bratislava - Neusiedl (Podersdorf) available at www.slovaklines.sk and registered office of the Carrier.

Art. 2 Definitions

- 2.1 **"Carrier"** means the provider of a regular passenger road transport service within the scope of these Conditions of Transport with a valid license for passenger road transport operation issued in accordance with applicable regulations of the Slovak Republic.
 The Carrier is: Slovak Lines Express, a.s.
 Business name: Slovak Lines Express, a.s.
 Registered office: Bottova 7, 811 09 Bratislava
 Company ID: 44667345
 Registered at: District court Bratislava, Commercial Register, Section Sa, File 4722/B
- 2.2 **"Passenger"** means a natural person using passenger road transport services provided by the Carrier and, to that end, the Passenger is obliged to enter into a Contract of Carriage with the Carrier.
- 2.3 **"Regular Services"** means services which provide for the carriage of passengers by bus or coach at specified intervals along the specified routes, passengers being picked up and set down at predetermined stopping points.
- 2.4 **"Special Regular Services"** provide for carriage of specified categories of passengers to the exclusion of other passengers. These include primarily transport of employees to and from work, and transport of pupils and students to and from educational establishments. The services are provided based on a contract between the Carrier and the Customer along an agreed route and stops at an agreed periodicity.
- 2.5 **"Occasional Transport Services"** are delivered based on an agreement with the Customer of occasional transport services as contracted services providing for single transport of an agreed group of passengers along an agreed route and stops.
- 2.6 **"Contract of Carriage"** is a contract on transport of passengers concluded by and between the Carrier and Passenger in order to transport passengers. The Contract of Carriage is concluded upon the acceptance of these Conditions of Transport by the Passenger in the form of ticket purchasing.
- 2.7 **"Ticket"** means a document proving the payment of the fare and conclusion of the Contract of Carriage. The Carrier may issue the ticket in the form of a paper-based or electronic document.
- 2.8 **"Timetable"** The Carrier is obliged to make the Timetable and any changes thereof available on its website well in advance and no later than 10 (ten) days before it becomes valid, request its publication at bus stations or bus stops or inform public in any other appropriate way.
- 2.9 **"Tariff"** is a document of the Carrier adjusting:
 - a) standard fare rates and additional charges;
 - b) fare rates for all groups of passengers and trained assistance dogs,

- c) fares for carriage of hand luggage and registered luggage and live pets transported with the Passenger;
 - d) penalty rate;
 - e) Conditions under which fare rates and other price rates apply.
- 2.10 **"Timetable"** is a document adjusting departure and arrival times of bus/coach services.
- 2.11 **"Obligation to Provide Carriage Services"** is the Carrier's obligation to enter into a contract of carriage of persons with each Passenger ready at a stop along the bus/coach service route at the time of bus/coach departure pursuant to the Timetable; this does not apply if the bus/coach capacity defined in the vehicle registration certificate is occupied, if a Passenger is not eligible for carriage pursuant to the Conditions of Transport, or if the carriage along the bus/coach service route is temporarily precluded by the temporary technical condition of the route, traffic congestion or the road traffic safety and traffic flow situation.
- 2.12 **"Disabled Person"** or **"Person with reduced mobility"** is any person **whose mobility while using transport is reduced** due to any physical disability (sensory or locomotory, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or as a result of age, and whose condition requires appropriate attention and adaptation to their specific needs of the service made available to all passengers.

Art. 3 Types of Carriage and Scope of Bus/Coach Transport

- 3.1 The Carrier operates regular international public passenger transport services, Special Regular Services, and Occasional Services pursuant to these Conditions of Transport.

Article 4 Scope of the Services Provided

- 4.1 The Carrier provides passengers with regular public international passenger carriage services pursuant to applicable timetables from the place of boarding to the place of alighting, Occasional Services and Special Regular Services.
- 4.2 As part of the regular public international passenger transport, the Carrier also provides for transportation of hand luggage, registered luggage, and live pets. The carriage of pets is not expressly excluded in these Conditions of Transport.
- 4.3 The Carrier also provides passengers with other services related to passenger transport referred to in these Conditions of Transport, in particular the services related to:
- a) passenger rights;
 - b) passenger claims resulting from potential damages;
 - c) rights deriving from failure to provide or complete carriage;
 - d) special rights of a selected group of passengers;
 - e) exercise of passenger rights claimed against the Carrier.

Article 5 Contract of Carriage of Persons

- 5.1 The Contract of Carriage of Persons shall be deemed concluded upon the payment of fares pursuant to applicable tariff by the Passenger. The evidence of conclusion of the Contract of Carriage and payment of the fare shall be a Ticket.
- 5.2 The Contract of Carriage of Persons establishes the right of a Passenger to be carried by the Carrier to the destination in a due and timely manner in accordance with these Conditions of Transport.
- 5.3 If the maximum passenger capacity of a vehicle does not allow for the carriage of all passengers ready at a bus/coach stop along the bus/coach service route at the time of the bus/coach departure set in the Timetable, the Carrier shall be entitled to give priority to board to the Passenger with a ticket purchased in advance and the Passenger eligible for priority seats provided on the bus/coach pursuant to the Conditions of Transport, i.e. to physically disabled persons and persons with reduced mobility, and seniors, pregnant women and parents with young children.
- 5.4 The Carrier is obligation to Provide Carriage Services preferentially to passengers with tickets purchased at ticket counters at points of sale or electronically via internet and mobile application prior to boarding the bus/coach. The Carrier may give priority to board to a Passenger at a bus/coach stop without a previously purchased ticket provided that the bus/coach is not fully occupied by passengers with tickets purchased in advance, and that tickets

for all seats on the bus/coach were not previously sold out and that the passenger pays the driver the fare. These passengers may be taken on board no earlier than 5 (five) minutes prior to scheduled departure of the bus/coach.

Art. 6 Fundamental Obligations of the Carrier

- 6.1 The Carrier operates passenger carriage services pursuant to the permits, transport service licences and EC licences granted and pursuant to Act No. 56/2012 and Reg. No. 181/2011.
- 6.2 The Carrier is obliged to:
- a) operate road transport services pursuant to the Conditions of Transport;
 - b) mark each vehicle operated with its business name;
 - c) provide for a technical basis equipped for operation, maintenance, technical inspections, parking and garaging of vehicles, vehicle crew care, passenger care and cargo handling within the scope of the delivered transportation services;
 - d) ensure that there is a record of the authorisation or Community Licence granted aboard each vehicle operated pursuant to Act No. 56/2012;
 - e) ensure that the vehicles operated are parked and garaged in the premises of the technical basis or in the premises designated for such a purpose by the municipality;
 - f) employ as a transport manager only a person that is a holder of a certificate of proficiency;
 - g) take out insurance policy to cover liability for damage incurred by passengers and third parties in respect of the operation of the road transport services and the activity of vehicle crews.
- 6.3 The Carrier is obliged to publish the Conditions of Transport an integral part of which is the Tariff of the company (hereinafter referred to as the "Conditions of Transport") on its website and to ensure that at least basic information is made available to the public in the Timetable, and, if feasible, also in the premises of bus/coach stations and on buses/coaches, and that bus/coach crews and ticket inspectors are able to inform passengers about prices and other charges prior to the commencement of and throughout their carriage.
- 6.4 The Carrier is obliged to meet its Obligation to Provide Carriage Services.
- 6.5 The Carrier is obliged to make the Timetable and any changes thereof available well in advance and no later than 10 (ten) days before it becomes valid on its website, at bus/coach stations or stops or in any other appropriate way.
- 6.6 The Carrier is obliged to issue a Ticket for a Passenger, or, where applicable, to register the passenger in the electronic system if an electronic medium has been used to pay for the Ticket.
- 6.7 **Moreover, the Carrier is obliged to:**
- a) deliver the transport services through persons with specialist knowledge who are medically fit and possess valid driving licences for respective types of vehicles;
 - b) use vehicles that are in prescribed roadworthy condition;
 - c) mark, properly and clearly, each vehicle designated for carriage of passengers with the business name of the Carrier and to display on the front and on the side of the vehicle the name of the terminal (and, if necessary, also the boarding) station (stop) of the vehicle;
 - d) make clearly identifiable the persons authorised to give passengers instructions concerning service safety and continuity (bus/coach driver, dispatcher, ticket inspector);
 - e) ensure, to the maximum extent possible, the safety, comfort and smooth carriage of passengers, hand luggage, registered luggage and pets in accordance with these Conditions of Transport;
 - f) immediately ensure passenger safety in the event of an accident and provide for maximum passenger comfort in accordance with these Conditions of Transport;
 - g) create conditions for fluent and comfortable transport of disabled passengers and passengers with reduced mobility in accordance with these Conditions of Transport;
 - h) ensure accessibility of the Conditions of Transport, timetables, an extract from these Conditions of Transport concerning passenger rights as well as other information needed by passengers at the registered office of the Carrier, on the Carrier's website and at the Carrier's information points;
 - i) allow passengers to claim their rights deriving from a delay, break in a journey or non-completion of a journey in accordance with these Conditions of Transport;
 - j) mark each permanent bus/coach stop with the name of the stop, providing a list of vehicles that service that particular stop and a Timetable applicable to that stop (except for the terminal alighting stop);
 - k) ensure that the driver calls out the name of a stop, no later than upon stopping the vehicle unless the vehicle is equipped with an audio annunciator of bus stops;

and that the driver informs passengers about prolonged stoppage time of the vehicle at a bus/coach stop in excess of 5 (five) minutes and about the shortening of the stoppage time set out in the Timetable;

- l) ensure that the vehicle crew or other persons authorised by the Carrier provide passengers with necessary information concerning the terms of carriage of passengers, in particular passenger rights and obligations within the carriage, the course of the carriage, fares, bus/coach service arrivals and departures, possibilities of transferring to other bus/coach services or other types of transport;
- m) ensure the transfer of a Passenger from the vehicle, if the Passenger appears to need medical attention while carried and if he or she is unable to seek medical assistance on his or her own;
- n) where there is a shortage of seats in a vehicle, the Carrier is:
 - n1) obliged to give priority to board to passengers included in the group of passengers who are guaranteed preferential carriage services by the Conditions of Transport;
 - n2) obliged to give priority to board to passengers with tickets purchased in advance;
 - n3) entitled to give priority to board to passengers who provide the evidence of serious reasons for which they should be given priority to board or who travel to remote stops or places which are not serviced by any other means of public transport.
- o) to give priority to board to passengers eligible for priority seats in the vehicle (physically disabled people, visually impaired people and mobility-disabled people, holders of the Severely Disabled Person Card and Severely Disabled Person requiring a Guide Card etc.). The right to preferential acceptance for carriage shall not apply if the maximum passenger capacity of the vehicle is occupied.

Article 7 Rights of the Carrier

- 7.1 The Carrier is entitled to request a Passenger to pay for the service through a Ticket purchase in accordance with an applicable Tariff set forth in Part B of these Conditions of Transport and in a form stipulated by these Conditions of Transport.
- 7.2 The Carrier is entitled to give instructions and orders to passengers through a driver or other member of the bus/coach crew, a ticket inspector or an employee in charge of transport management (hereinafter referred to as the "Dispatcher") in order to ensure passenger safety and road traffic safety and continuity, and passengers are obliged to comply with such instructions and orders.
- 7.3 The Carrier is entitled to refuse the carriage of a Passenger and exclude a Passenger from carriage through a bus/coach driver or other authorised person if:
 - a) the Passenger refuses to pay the required fare or fails to produce a valid Ticket or evidence of his or her entitlement to a discount;
 - b) the passenger's behaviour raises concerns about the safety, life or health of the driver or other passengers;
 - c) the Passenger fails to keep the Carrier's vehicle clean or damages it;
 - d) the Passenger intends to carry any luggage or pet that is excluded from carriage under these Conditions of Transport;
 - e) the Passenger smokes or consumes alcoholic beverages in the vehicle, or appears to be intoxicated by alcohol or narcotic drugs or psychotropic substances;
 - f) the Passenger consumes any food, drinks, ice-cream, etc. when boarding the vehicle;
 - g) the Passenger distracts the driver or other passengers by loud noise, whistling, reproduced music or other sounds or other forms of misconduct;
 - h) the Passenger in any other way threatens traffic continuity or safety, especially by entering the driver's compartment or boarding/alighting from the vehicle outside the designated stops, or by any other type of misconduct;
 - i) the Passenger fails to comply with any of the provisions of these Conditions of transport in spite of being warned by the driver.
- 7.4 In cases referred to in Section 7.3, the Carrier shall be entitled to interrupt the provided carriage services until the Passenger, whose behaviour entitles the Carrier to refuse the carriage, leaves the vehicle. The Passenger who is removed from the vehicle under Section 7.3 is not entitled to a refund of the fare for the part of the journey not undertaken or the fare paid.
- 7.5 The Carrier may also refuse the carriage of a Passenger waiting at a bus/coach stop if the maximum passenger capacity of the vehicle is occupied.
- 7.6 The Carrier may at any time during the carriage check the fare payments made by passengers through its authorized persons, ticket inspectors, who shall produce the evidence of being appointed for that purpose

by producing the ticket inspector licence featuring the details of the Carrier. If a Passenger fails to pay the fare by purchasing a ticket under these Conditions of Transport, or to present a valid Ticket or valid evidence of his or her entitlement to a discount during a ticket inspection, the Carrier shall be entitled to ask the Passenger to pay the fare under an applicable tariff and penalty set forth in Part B of these Conditions of Transport, Article 10, par. 10.2 and 10.3.

Article 8 Fundamental Rights and Obligation of the Passenger

- 8.1 The Passenger who complies with the terms set forth in these Conditions of Transport is entitled to be carried to his or her destination by the Carrier in a safe, due and timely manner pursuant to the Timetable.
- 8.2 When purchasing the Ticket, the Passenger may not be discriminated against on the grounds of nationality, religion or colour.
- 8.3 A Passenger is entitled to obtain information on conditions of transport, and the bus/coach driver or other authorized employee is obliged to provide the information to the Passenger.
- 8.4 A person under 6 (six) years of age is not entitled to travel unless accompanied by a person aged 15 (fifteen) or over. If a passenger aged 15 (fifteen) or over is travelling, he/she is considered to be sufficiently mature in terms of intellect and will to be able to enter into the Contract of Carriage of persons.
- 8.5 The Passenger is entitled to have hand luggage carried, and, where the situation allows it, also registered luggage and pets as stipulated by these Conditions of Transport.
- 8.6 A Passenger with a ticket purchased in advance is obliged to be at the boarding bus/coach stop 15 (fifteen) minutes prior to a scheduled departure of the bus/coach, otherwise the entitlement of the Passenger to the seat expires and the driver may occupy the seat with another Passenger. A Passenger who ceased to be entitled to a seat due to a late arrival to the bus stop (less than 5 (five) minutes) (without the Ticket expiring), may be able to use another seat, if unoccupied, or a space for standing, or the Passenger may use his or her Ticket for the next carriage service on the same day.
- 8.7 Unless provided otherwise below, if the service fails to be delivered on the grounds of Carrier's fault, the Passenger is entitled to a refund of the fare paid. If the service is provided with a delay in excess of 120 minutes, passengers shall be entitled to adequate fare discounts. The Carrier is entitled to determine the discount rate on an individual basis following the examination of each separate case.
- 8.8 The Carrier is obliged to compensate the Passenger if the service is not provided in time (a delay in excess of 120 (one hundred and twenty) minutes) or if the service fails to be provided, up to the amount of the fare paid to the Carrier for the Ticket.
- 8.9 Unless provided otherwise below, if any service is cancelled or if carriage within that service is interrupted or stopped, passengers with valid tickets shall have preferential right to be carried to the destinations they paid the fare for by an alternative service using other bus/coach along the same route. If this is not practicable on the same day, a Passenger shall be entitled to free carriage back to the initial stop and refund of the fare paid.
- 8.10 A Passenger is obliged to comply with the provisions of these Conditions of Transport and instructions given by the Carrier's authorised employees. A Passenger is obliged to follow the instructions given by the Carrier in the form of signs or pictograms in and on vehicles (boarding and alighting instructions, using handrails, etc.).
- 8.11 If a stop period is announced by the driver, the Passenger is obliged to observe the specified stop period, otherwise the driver is not obliged to wait for a Passenger and can continue the carriage service.
- 8.12 A Passenger is obliged to pay the fare in an appropriate amount of the valid currency.
- 8.13 A Passenger is obliged to keep buses/coaches and bus/coach stations, stops and shelters clean.
- 8.14 Smoking and using narcotic substances is strictly prohibited on buses/coaches and at bus/coach stops and shelters.
- 8.15 If a passenger causes damage to the Carrier's property by its conduct, he or she is obliged to compensate the Carrier pursuant to provisions of Section 420 et seq. of Act No. 40/1964 Coll., Civil Code. Where damage is caused to the Carrier by a Passenger, the Passenger shall, upon the request of a person authorised by the Carrier, present their ID card and allow the Carrier to record the Passenger's personal data with the view to claim damage compensations.
- 8.16 Passengers shall refrain from any activity that might threaten the carriage safety and continuity and the safety, life and health of the driver and other passengers,

and from any conduct that might cause damage to the vehicle and premises of the bus/coach station, stop or shelter when waiting for a bus/coach. Passengers shall refrain from the following activities in the Carrier's vehicle during carriage:

- a) disturbing and talking to the driver while the vehicle is in motion;
- b) staying in a place where the passenger might obstruct the driver's vision;
- c) entering the driver's compartment;
- d) whistling, singing, behaving noisily or playing a musical instrument in the vehicle (including playing reproduced music and speech);
- e) opening the vehicle door by force and throwing litter and other objects out of the vehicle;
- f) smoking in the vehicle and other passenger facilities;
- g) boarding a vehicle that is fully occupied or that the driver declares to be fully occupied;
- h) staying in the driver's compartment and in a place where the passenger might obstruct the driver's vision;
- i) carrying objects in the vehicle in conflict with the Conditions of Transfer;
- j) boarding and alighting outside designated stops.

- 8.16 A Passengers is only allowed to board and alight through doors designed for boarding or alighting. The alighting passengers take priority over boarding passengers in doors that are used both for boarding and alighting. Standing passengers are obliged to hold on to straphanger, handrails or other components inside the vehicle designed for that purpose in order to prevent, to a maximum degree, any accidents should the vehicle suddenly change speed or direction. If the vehicle seats are equipped with safety belts, a Passenger is obliged to use such belts in accordance with effective regulations.

Article 9 Rights of a Special Group of Passengers (Passengers with Reduced Mobility and Disabled Passengers)

- 9.1 Disabled Passengers (physically disabled, hearing-impaired, visually impaired and/or with other disability), holders of Severely Disabled Person Cards (so called TZP Card) and Cards of Severely Disabled Person requiring a Guide due to the nature or severity of their disability (so called TZP-S Cards) and guides of Disabled Persons shall have special rights within the carriage. A person aged 15 (fifteen) and over shall be deemed a competent guide to a severely disabled person. People with visual impairment may also be accompanied by guide dogs or children aged 6 (six) and over. Persons with Reduced Mobility are provided with priority seats marked with pictograms in a bus/coach. Disabled Persons who meet other criteria set forth in this Article are provided with priority seats marked with pictograms in vehicles. This provision shall not affect the right of Persons with Reduced Mobility to use such priority seats unless such seats are occupied by persons with severe disability. Persons with visual impairment accompanied by guide dogs, are provided with priority seats marked with relevant pictograms. If carrying a number of persons who meet the criteria set forth in this Section, the driver has the power to ask passengers who are not entitled to special rights to surrender respective seat.
- 9.2 The Carrier shall ensure that there is a minimum of two priority seats reserved and clearly marked for passengers with special rights in each vehicle. If the number of passengers with special rights in carriage exceeds the number of priority seats, passengers not entitled to special rights shall stand up and surrender the occupied priority seats upon the request of the driver or passengers with special rights. The driver acts with regard to the rights of the requested passengers ensuing from the Contract of Carriage of passengers.
- 9.3 The driver shall provide passengers entitled to special rights in carriage under Article 9, Section 9.1 with safe preferential boarding and alighting subject to notification by such a person or their guide or other passenger.
- 9.4 The bus/coach driver shall in no case refuse to carry passengers with special rights, except for cases where the maximum passenger capacity of the vehicle is occupied and it is infeasible to provide such passengers with priority seating.
- 9.5 Unless otherwise stated below, people with other disabilities assisted by guide dogs have the right to be carried along with their guide dogs;

- the dogs shall wear white service dog vests featuring a red cross or orange safety stripes. Guide dogs are carried free of charge.
- 9.6 Unless otherwise stated below, the Carrier shall not refuse to accept a reservation from, to issue or otherwise provide a ticket to or to take on board a person on the grounds of disability or reduced mobility, nor shall it demand any additional fees for tickets or reservations forms from disabled persons and persons with reduced mobility.
- 9.7 The Carrier may refuse to accept a reservation from, to issue or otherwise provide a ticket to or to take on board a person on the grounds of disability or reduced mobility:
- a) in order to meet applicable safety requirements established by international, Union or national law or in order to meet health and safety requirements established by competent authorities,
 - b) where the design of the vehicle or the infrastructure, including bus/coach stop/station facilities, make it physically impossible for disabled persons or persons with reduced mobility to board, alight or to be carried in a safe and operationally feasible manner.
- 9.8 If the Carrier refuses to accept a reservation from, to issue or otherwise provide a Ticket to, or to take on board a person on the grounds of disability or reduced mobility based on the reasons referred to in Section 9.7, such a person may ask to be accompanied by another person of his or her choice who is capable of providing the assistance required by the disabled person or person with reduced mobility to abolish the grounds referred to in Section 9.7. The accompanying person shall be carried free of charge and, where feasible, seated next to the disabled person or person with reduced mobility.
- 9.9 If the Carrier has recourse to Section 9.7, it shall immediately inform the Disabled Person or Person with Reduced Mobility of the reasons thereof, and, upon request, inform the person concerned in writing within five working days of the request.

Article 10 Ticket Sale and Inspection

- 10.1 A ticket is a proof of conclusion of a Contract of Carriage of Persons and the fare paid. A ticket in a paper-based and electronic form features the business name of the Carrier, its company identification number and tax identification number, type of ticket, period of ticket validity, scope of service and amount of the fare paid.
- 10.2 Carriers who provide regular bus/coach services issue tickets. Types of tickets and eligibility for discounts are specified in Part B), Tariff, of these Conditions of Transport.
- 10.3 The Ticket may be purchased either with cash from a driver directly on a bus/coach prior to the commencement of carriage, or at all contractual points of sale of the Carrier, or in an electronic form via the Carrier's website, mobile application, or via a non-cash payment where ticket price is deducted from a chip card. For 102806 Bratislava - Wien service, tickets may be purchased using also a contactless payment card.
- 10.4 If a Passenger purchases a Ticket in advance, he or she shall present the ticket and, where applicable, a proof of his or her entitlement to a discount, when boarding a bus/coach without being asked by the Carrier.
- 10.5 A Passenger who fails to board a service for which he or she purchased a Ticket in advance can use the Ticket for the next service within the given day if free seats are available. The Passenger is not entitled to claim Ticked price refund.
- 10.6 One-way tickets entitle passengers to one journey from the boarding stop to the alighting stop. Return tickets entitle passengers to one journey to the destination and one journey back to the starting point of the travel.
- 10.7 A season ticket (carnet, monthly or weekly ticket) entitles the Passenger to undertake a specified number of journeys along the route and within the time limit specified on the Ticket.
- 10.8 A one-way ticket that does not bear the Passenger's name is non-transferable once the passenger boards the vehicle. A Passenger has no right to hand over the ticket to any other person once aboard. The Carrier is entitled to deem invalid damaged tickets and chip cards if the data on them is illegible.
- 10.9 A discount ticket is deemed valid only if produced along with a valid concession card. Passengers shall present relevant identification documents to the driver to demonstrate their entitlement to a discount. Where doubts arise as to a Passenger's entitlement to a discount,

- the Carrier or an authorised employee of the Carrier is entitled to demand from the Passenger further documents proving his or her entitlement to a discount.
- 10.10 When taking the Ticket over, the Passenger shall check if the Ticket was issued as requested, especially if the data, date of the journey, route and fare paid correspond to the price stated on the Ticket; no later claims shall be taken into consideration by the Carrier.
- 10.11 Passengers are responsible for loss of or damage to their tickets. The Carrier shall provide no compensation for lost tickets or damaged tickets which become unusable. No compensation shall be provided for the Ticket lost during carriage, and the Passenger shall be considered a person travelling without a valid Ticket at the time of the ticket inspection.
- 10.12 Inspections of fare payments for tickets purchased in advance shall be performed by the Carrier's authorised employees (bus drivers) or the manager at the time of bus/coach departure from the Bus Station Bratislava, or other authorised person (ticket inspectors) who shall prove their identity by identification cards. To verify validity of tickets purchased in advance, QR code readers shall be used. If the Ticket is invalid based on the data of the QR code reader, the Passenger is obliged to purchase a new Ticket and then file a complaint with the Carrier claiming duplicate payment refund.
- 10.13 At any time, during carriage and alighting from a bus/coach, passengers shall, when requested by the Carrier's authorised employee, present their valid tickets and evidence of their entitlement to a discount.
- 10.14 Passengers who fail to present a valid Ticket or evidence of their entitlement to a discount, when asked by the Carrier's authorised employee, shall pay the Carrier the fare and a penalty for travelling without a valid Ticket. The terms and amount of the penalty for travelling without a valid ticket are specified in Part B, Tariff, Article 10, Sections 10.2 a 10.3 of these Conditions of Transport.
- 10.15 Unless a Passenger pays the required fare and/or penalty to the Carrier's authorised employee directly in a vehicle, the Passenger is obliged to provide the Carrier's authorised employee with his or her personal data needed to enforce the fare and penalty. The documents required to prove identity are ID cards, passports or aliens' residence permits exclusively. If a passenger cannot or refuses to produce his or her personal data, he or she is obliged to tolerate any activity related to the involvement of police and establishment of his or her identity.
- 10.16 The Carrier is entitled to require the following personal data from passengers in order to enforce the fare and penalty for travelling without a valid Ticket: name and surname, date of birth, domicile address and number of the ID card, passport or other identification document, or, to the same extent, the personal data of the Passenger's legal representative where the Passenger is a minor.

Article 11 Carriage of Luggage

- 11.1 Where passengers travel with luggage, the Carrier carries such luggage either along with and under the control of the passengers (hand luggage) or separately (registered luggage) in the bus/coach luggage compartment under the terms set forth in these Conditions of Transport, Tariff and/or Timetable.
- 11.2 Hand luggage is carried along by passengers, under their control and responsibility, in overhead lockers, and, where it does not pose any safety risk, obstruct the performance of driver's duties or interfere with boarding and alighting, also in the underseat storage space. If required by passenger safety or comfort, luggage shall be placed as instructed by the driver.
- 11.3 As a rule, registered luggage is carried separately from passengers. Separate carriage shall mean carriage of the luggage placed in an area designated by the Carrier or the driver outside the passenger compartment, or in the passenger compartment in a place out of passengers' control.
- 11.4 Passengers may carry as luggage items which by reason of their size, design, length or weight provide for fast and smooth placement thereof in a vehicle or special luggage compartment, and pets subject to special conditions.
- 11.5 Excluded from carriage are:

- a) items the carriage of which is prohibited by law; charged weapons except for firearms of members of armed forces and police whose carriage is subject to special provisions;
 - b) items that may threaten operational safety, or damage or stain passengers or vehicles, in particular for being inappropriately packed;
 - c) items whose odour, repugnant aspect, etc. is likely to inconvenience other passengers;
- 11.5 Passengers are not allowed to carry jewels, artefacts, rare metals, stamps, collections, cash or other means of payment (bank cards, securities), mobile, notebook, tablet, weapons, passports and other documents, luxurious furs or accessories in their registered luggage.
- 11.6 Passengers may carry four-wheel prams/pushchairs as registered luggage. Passengers may carry four-wheel prams/pushchairs as registered luggage.
- 11.7 Persons entitled to carry firearms may carry along with their firearms aboard a vehicle an adequate amount of cartridges if these are kept in cartridge belts, hunting bags, cases and similar containers.
- 11.8 Except where otherwise stated below, passengers may carry along pets as luggage, unless prevented by special regulations, if such animals do not inconvenience other passengers or threaten their health and are kept in closed cages, baskets or other appropriate containers with leak-proof solid bottoms. Carriage of animals in transport boxes is subject to luggage transport provisions.
- 11.9 Only dogs that are muzzled in a safe manner and kept on a short leash shall be carried aboard a bus/coach without the need for a closed container. Only one dog not carried in a closed container is permitted aboard each vehicle. The driver may refuse the carriage of a dog not carried in a closed container at peak hours. The provision of this Section shall not apply to dogs guiding visually impaired persons.
- 11.10 Where made feasible by the Carrier's operating conditions, passengers are allowed to carry 1 (one) pair of skis and 1 (one) pair of ski poles or one snowboard per person (provided that these are stored in relevant ski/snowboard bags).
- 11.11 Passengers may carry the maximum of 2 (two) pieces of registered luggage in the vehicle; outside peak hours passengers may take other pieces of luggage into the vehicle with the driver's consent.
- 11.12 If the luggage is carried outside the passenger compartment, the passenger shall reclaim it immediately after termination of the carriage.
- 11.13 If a driver has doubts whether the Passenger's luggage complies with the terms set forth in these Conditions of Transport, he or she shall be entitled to inspect the nature and contents of such luggage in the presence of the Passenger concerned.
- 11.14 If a Passenger refuses the luggage inspection or if the luggage inspection shows that the items (animals) carried by the passenger are excluded from carriage, the Passenger shall be obliged to remove them from the bus/coach. If the Passenger fails to obey the instruction to remove the luggage, the luggage shall be removed by an authorised person. The authorised person shall be then entitled to prevent the Passenger from continuing his or her journey and the Passenger shall not be entitled to a refund of the fare.
- 11.15 If a driver finds luggage left behind in a vehicle, he or she shall inform a competent employee of the Carrier (dispatching office) and ensure that the luggage left behind is handed over to the lost and found office in the Carrier's registered office against proof of receipt.
- 11.16 The Carrier shall be liable for loss or theft of hand luggage and registered luggage carried along by and under the control of passengers within the scope of Section 427 et seq. of the Civil Code.
- 11.17 The Carrier shall be liable for damage caused to the registered luggage carried separately from passengers between the time of the luggage take-over and the time of the luggage delivery. The Carrier shall not be liable for damages caused by passengers, defects on the luggage and its cover or packaging, special nature of the luggage or a circumstance beyond the Carrier's control, or because the Passenger failed to notify the driver of the need to handle the luggage in a particular manner. Nor shall the Carrier be liable for damage to luggage left behind.
- 11.18 The decision if the luggage is to be carried as hand luggage or registered luggage outside the passenger compartment is at the driver's discretion. If the driver decides that the luggage is to be carried in the luggage compartment, the Passenger is obliged to notify the Carrier of any special nature of the luggage, in particular of its contents and value, and of his or her requirement that the luggage should be handled in a particular manner or laid down in a particular position.

- 11.19 The driver shall label each piece of registered luggage with a luggage registration voucher. Luggage shall only be loaded in and unloaded from the luggage compartment by the driver, if necessary, with the assistance of a Passenger. Prior to unloading the luggage from the luggage compartment, passengers is obliged to present the driver with a valid stub of the luggage registration voucher issued by the driver prior to loading the luggage in the luggage compartment. The driver shall deliver the luggage to the Passenger only when presented with a valid stub of the luggage registration voucher. Following the delivery of the luggage, the driver shall discard the stub. The portion of the luggage registration voucher shall remain affixed to the Passenger's luggage.
- 11.20 If luggage carried separately from passengers is lost or destroyed, the Carrier is obliged to refund the value of the luggage lost or destroyed effective at the time of being accepted for carriage up to the maximum of EUR 332 per one piece of luggage.
- 11.21 The hand luggage and registered luggage is carried along with the Passenger within the 102829 Bratislava - Hainburg service and 102939 Bratislava - Neusiedl (Podersdorf) summer service. The hand luggage and registered luggage shall not be loaded in the luggage compartment. A Passenger shall have exclusive responsibility for her or his luggage carried along. This luggage is not marked with a luggage registration voucher.

■ **Article 12 Traffic Accidents and other Incidents**

- 12.1 Incidents occurring during carriage include in particular:
- a) traffic accident of a vehicle;
 - b) fire in a vehicle;
 - c) accident or sudden illness where the life or health of passengers, the Carrier's employees or other persons is at risk.
- 12.2 If a Passenger finds the safety, lives or health of passengers to be in danger, they shall notify the driver.
- 12.3 In the event of an incident, the driver shall halt the vehicle and take precautions to ensure traffic safety at the site of the incident.
- 12.4 The driver shall, without any delay, notify the Carrier of the incident pursuant to internal regulations and provide necessary assistance to passengers, ensure their safety, and, if necessary, call an ambulance and remain at the place of the incident until a traffic dispatcher or any other authorised representative of the Carrier arrive.
- 12.5 If an accident, injury, health damage or death, or damage to the vehicle or vehicle equipment or to any other property of the Carrier or passengers occur, the persons concerned shall provide the Carrier with all data necessary for due investigation of the incident.
- 12.6 Passengers who suffer damage shall without any delay inform the driver of the occurrence and estimated scope of the damage, and provide the driver with the data necessary for investigation of the occurrence of the damage, including identification of the scope of the damage and their personal identification data.
- 12.7 The Carrier shall provide alternative transport service to the terminal station with another vehicle free of charge.
- 12.8 Passengers who suffer injuries due to the specific nature of transport shall be entitled to damage compensation for injury in accordance with Section 427 et seq. of the Civil Code and Act No. 437/2004 Coll. on Compensation for Pain and Compensation for Reduced Social Opportunities (hereinafter referred to as "Act No. 437/2004").
- 12.9 Survivors of deceased passengers whose death was caused by the specific nature of the operated transport service shall be entitled to compensation for death, including compensation of reasonable funeral expenses, pursuant to relevant applicable provisions of the Civil Code.
- 12.10 Passengers whose hand luggage is damaged due to the specific nature of transport shall be entitled to damage compensation pursuant to provisions of Section 427 et seq. of the Civil Code. If damage occurs to passengers' registered luggage, the passengers shall be entitled to damage compensation pursuant to Section 11.21 of these Conditions of Transport.
- 12.11 The amount of damage compensation shall be set in accordance with relevant provisions of the Civil Code and Act No. 437/2004.
- 12.12 In the event of an accident arising out of the operation of a bus/coach, the Carrier shall provide adequate and due assistance with regard to passengers' immediate practical needs following the accident.

Article 13 Exercise of Rights, Complaints Procedure Rules

- 13.1 Passengers shall exercise their rights and claims ensuing from these Conditions of Transport with the Carrier without any undue delay; where the rights fail to be claimed within 3 (three) months from the date of origin of the claim that is filed, the rights shall expire. This shall not apply to claims in respect of damage to passengers' luggage which may be claimed by passengers from the Carrier within 6 (six) months following the occurrence of the damage; and to claims in respect of injuries that may be claimed by passengers directly in court within the limitation period pursuant to applicable provisions of the Civil Code. Passengers may file their complaints by hand to the Carrier, or by mail at the Carrier's address, or via e-mail at: staznosti@slovaklines.sk or info@slovaklines.sk.
- 13.2 Passengers are obliged to pursue their rights and claims in the form of a written complaint that will precisely and clearly define the rights affected, the manner in which they were affected, and the compensation demanded, giving reasonable justification for such claims. Passengers shall deliver their complaints to the Carrier either in writing at the address of the Carrier's registered office, or by hand at the Carrier's ticket sales points or at the Carrier's information centres. The Passenger is obliged to attach the original Ticket to their complaint. Where the complaint is sent by e-mail, the Ticket shall be delivered additionally. If the fare is claimed, it may not be refunded if the original Ticket fails to be delivered. Where the complaint concerns the carriage services provided by the driver, passengers are entitled to file complaints directly with the driver concerned, filling in the Customer Sheet provided by the driver. Where the ticket was purchased from a ticket selling agent, passengers are also entitled to file their complaints in the seat of the ticket selling agent from which the ticket was purchased.
- 13.3 If a passenger files a complaint in oral form, an authorised employee of the Carrier shall draft a report on the complaint filed, and the complaint shall be signed by the Passenger in question.
- 13.4 If the complaint lacks the details referred to in Section 13.2, the Carrier shall ask the Passenger to supply such additional information within a period of no less than 7 (seven) working days. If the Passenger supplies the additional information within the time limit, the complaint shall be deemed to have been filed in time. Where the Passenger fails provide the additional information within the time limit and the complaint filed does not constitute a ground for the Passenger's claims to be deemed substantiated, the Carrier shall reject the complaint or put it ad acta, and inform the passenger.
- 13.5 Within 1 (one) month of receiving the complaint, the Carrier shall give notice to the Passenger that the complaint has been substantiated, rejected or is still being considered. The Carrier shall deliver a notification of the final settlement of the complaint to the passenger concerned no later than 3 months from accepting the complaint.

Article 14 WiFi

- 14.1 Internet network provided in buses/coaches by the Carrier is public and it may not ensure sufficient safety measures to safeguard data transmission. No volume or speed of data transmitted is guaranteed.
- 14.2 Passengers are fully informed on the fact that integrity, verification and confidential nature of information, files and any data (e.g. payment card code etc.) entered on or sent via the Internet are not protected on this network in any way. For that reason, the Passenger may not send via this network any confidential data or messages requiring strong security. The Carrier recommends that passengers take care of their devices (notebook, tablet, mobile phone...) in order not to leave the same unattended and also be cautious about the data that could harm their devices. The Passenger is obliged to have the current version of antivirus software installed.

Article 15 Special Provisions

- 15.1 Passengers are obliged to find out what identification documents are required by the country of their destination (ID card, passport, entry visa). The obligation to have own travel document (passport) shall apply to a child from the moment of their birth. The Passenger is obliged to present these documents for inspection when boarding the vehicle and upon driver's request.
- 15.2 Each Passenger is personally responsible for compliance with passport and customs regulations. Any costs incurred as a result of failure to comply with these regulations shall be borne by the Passenger.
- 15.3 If a Passenger is prevented from continuing his or her journey by customs or police authorities, the Passenger is not entitled to claim fare refund or any proportion thereof, or any other compensation.

Article 16 Personal Data Protection

- 16.1. The Carrier shall process any personal data in a legitimate, professional and sensitive manner.
- 16.2. Passenger's personal data are kept in a secured information system.
- 16.3. All persons on the part of the Carrier who have access to Passenger's personal data shall be duly instructed on a legal treatment of the data and they shall be bound by the duty of confidentiality.
- 16.4. The Carrier shall obtain only the data required to meet the purpose and under the conditions as stipulated in valid legal regulations.
- 16.5. When the Passenger purchases the Ticket on-line on www.slovaklines.sk and www.eurolines.sk or using the mobile application, the Passenger is obliged to provide the carrier with the following personal data in order Passenger's order is processed and confirmed as well as for purposes of further communication between the Carrier and Passenger as a purchaser:
 - a) name, surname, title
 - b) phone number,
 - c) e-mail address
- 16.6. Personal data shall be processed in order to process the requirement for the purchase of a Ticket, enable further communication of the Carrier with the Passenger regarding the Ticket and performing the corresponding transport. Personal data of the Passenger are essential in order to process the requirement for the Ticket purchase. The Carrier is entitled to process Passenger's personal data within the scope of Section 16.5 for purposes other than specified in 16.6 and under special condition only with express consent of the Passenger, e.g. For marketing and advertising purposes and the Ticket purchase shall not depend on giving such consent.
- 16.7. Pursuant to Act No. 18/2018 Coll. on Personal Data Protection, the purchaser shall acknowledge that the Carrier will process and keep personal data under section 16.5 in order to process the requirement for the Ticket purchase, confirm the same, enable the communication of the Carrier regarding the purchased Ticket and perform corresponding transport. The legal basis for Passenger's personal data processing is created by legitimate interests of the Carrier being the performance of Carrier's main line of business, i.e. Provision of carriage services.
- 16.8. The Carrier declares that personal data of the data subject will be removed without undue delay upon and following the delivery of the written request of the data subject for termination of data processing. The consent may be withdrawn by sending an e-mail to: dpo@slovaklines.sk or by the written request sent to: Slovak Lines, a.s. Bottova 7, 811 09 Bratislava.
- 16.9. The Carrier shall process the personal data of the Passenger within the scope of section 16.5 only for the period necessary to meet the purpose specified in 16.6. and for the maximum of 5 (five) years. If the Passenger grants their consent with personal data processing for other purposes under 16.7, the Carrier is entitled to process the personal data of the Passenger for

- the period specified in the given consent, and if no period is defined, for the period necessary to meet the purpose of these data processing by the Carrier.
- 16.10. The Carrier declares that where Passenger's personal data are processed based on Passenger's consent, the concerned personal data will be removed without undue delay upon and following the delivery of the written request of the Passenger for termination of data processing delivered prior to expiration of the given term.
 - 16.11. In order to comply with all legal and contractual obligations of the Carrier, personal data may, within the necessary extent, also be provided to third parties involved in outsourced activities of the Carrier for which personal data are processed.
 - 16.12. The Carrier shall not disclose or provide personal data of passengers to any other persons except for when the same shall be imposed by general legal regulation, or, in special cases, with the consent of the Passenger whose personal data are concerned.
 - 16.13. The Passenger is obliged to provide complete and true personal data.
 - 16.14. The Carrier undertakes to treat and handle personal data of the Passenger pursuant to applicable legal regulations of the Slovak Republic and European Union.
 - 16.15. Once the purpose of data processing is met, the Carrier shall ensure disposal of personal data of the Passenger without undue delay.
 - 16.16. The Carrier shall take appropriate technical, organizational and personnel measures corresponding with the method of personal data processing taking account especially of technical means to be used, confidential nature and importance of personal data processed, as well as the scope of potential risks which may breach safety or functionality of Carrier's information systems.
 - 16.17. The Passenger as a data subject is entitled to request their personal data deletion and disposal upon the written request provided to the Carrier. If the Passenger requests the Carrier in writing to delete and dispose of Passenger's personal data, the Carrier shall do the same prior to completion of the carriage for which the Passenger bought the Ticket and provided their personal data to the Carrier. The Carrier shall not be liable towards the Passenger for failure to comply any of Carriers duties related to the concerned carriage should the failure resulted from Carrier's inability to process a use the concerned personal data in a due manner.

Part B

TARIFF

Article I Basic Provisions

- 1.1 This Tariff lays down in particular the Carrier's standard fare rates, fare surcharges and discounts, and other charges in respect of carriage of passengers and their luggage and pets (dogs and small pets), and the conditions of the Carrier under which such charges are applied (hereinafter referred to as "Tariff Conditions").
- 1.2 The Tariff applies to the following routes and services operated by the Carrier: 102806 Bratislava - Wien, 102829 Bratislava - Hainburg, 102939 Bratislava - Neusiedl (Podersdorf).

Article 2 Tariff and Carriage Conditions

- 2.1 A fare is the price to be paid by passengers for carriage services, set by the Carrier depending on the tariff distance, type of discount and nature of carriage (carriage of persons). The fares are set on the basis of a "stop-to-stop price list" where fix prices are set for respective sections of the journey between individual stops irrespectively of the number of kilometres travelled.

- 2.2 102806 Bratislava - Wien, 102829 Bratislava - Hainburg, and 102939 Bratislava - Neusiedl (Podersdorf) services are subject to a price list and charges for carriage of luggage issued by the Carrier.
- 2.3 The Carrier is entitled to modify the operation of and fares for the services available. The Carrier is entitled to issue different types of discount tickets provided to passengers on the grounds of multiple journeys.
- 2.4 The fare rates are:
a) standard fare;
b) discount fare.
- 2.5 Basic fare represents the price for transport of passengers who do not make a claim for reduced fare.
- 2.6 **Fare price on the line 102806 is set as follows:**
a) Basic fare for passengers over 16 (sixteen);
b) Reduced fare for children over 0 (zero) up to 16 (sixteen) for a single journey
- 2.7 **Fare price on the line 102829 is set as follows:**
a) Basic fare for passengers aged 26 (twenty-six) up to 60 (sixty)
b) Reduced fare for children and youth over 6 (six) up to 26 (twenty-six) for a single journey
c) Reduced fare citizen over 60 (sixty) for a single journey
d) Reduced fare for holders of ŤZP (disable person) card and ŤZP-S (disable person with a companion) card and for companions of holders of ŤZP-S card
e) Children over 0 (zero) up to 6 (six) travel for free
- 2.8 **Fare price on the line 102806 is set as follows:**
c) Basic fare for passengers over 16 (sixteen);
d) Reduced fare for children over 0 (zero) up to 16 (sixteen) for a single journey
a) people aged 60 (sixty) and over, per journey.
- 2.9 The Passenger shall prove their entitlement to a discount based on age in accordance with sections 2.6 and 2.7, 2.8 presenting ID card or passport. Holders of Severely Disabled Person Card and Severely Disabled Person requiring a Guide Card and their guides shall prove their entitlement to a discount fare presenting their cards. The discount fares referred to in Sections 2.6. and 2.7, 2.8. apply to all passengers (they are not restricted to nationals of the Slovak Republic).
- 2.10 Standard fare rates and discount fare rates are set by price lists for respective services published on the Carrier's web site www.slovaklines.sk. The Carrier may modify respective fare price lists (types of discounts and discount rates, internet or mobile application discounts, provide PROMO prices, i.e. Hot Ticket, discount ticket, group ticket, discounts for specified days of service departures, seasonal surcharges or discounts, etc.) The Carrier may set a different fare price for purchase of the Ticket directly from the driver at the time of boarding for carriage. Passengers may request information at all of the Carrier's points of sale; and in the Carrier's Contact Centre by telephone at +421255422734 daily from 6.30 a.m. to 6.30 p.m. or at the e-mail address: info@slovaklines.sk.
- 2.11 Standard tickets and discount tickets can be either one-way tickets or return tickets. One-way tickets are issued for a specific date and time of departure of a service. Return tickets are issued for a specific date and timing of an outward and return journeys.
- 2.12 It is permitted to issue one-way and return tickets for the first journey starting abroad. Tickets may be normally purchased 6 (six) months in advance.
- 2.13 Tickets reserved through points of sale shall be purchased at the latest by the time of expiration of the reservation. If the ticket fails to be purchased

by the time of expiration of the reservation of which passengers were previously informed, the passengers lose their entitlement to the seats reserved.

- 2.14 Tickets may be purchased at ticket counters at the bus/coach station in Bratislava and at ticket sales points listed on www.slovaklines.sk. Passengers may also order tickets via internet on www.slovaklines.sk.
- 2.15 In addition to internet purchase, the Ticket for the 102806 Bratislava - Wien service may be purchased via the mobile application.
- 2.16 Passengers are requested to print all parts of their tickets and present the purchased tickets to drivers at the time of boarding. The portion of the ticket (featuring the text: No valid ticket) must be kept by passengers throughout carriage. Where passengers purchased their discount tickets in advance, they shall present the driver with the evidence of their entitlement to a discount when boarding a vehicle.
- 2.17 When boarding the 102806 Bratislava - Wien carriage service, the passenger may present also a valid QR code, or the reservation number copied from the Ticket or saved ON their electronic device (mobile, tablet, computer....). If the Passenger is unable to present the driver with the Ticket purchased in advance, the Passenger is obliged to purchase a new Ticket from the driver and then the Passenger may file a complaint at the registered office of the driver.
- 2.18 National transportation on 102806 Bratislava - Wien, 102829 Bratislava - Hainburg, and 102939 Bratislava - Neusiedl (Podersdorf) services is excluded.
- 2.19 Ticket selling agents shall be responsible for the accuracy of ticket sale and issuance only. The Carrier shall be responsible for any problems arising in the operation of a respective service for which passengers purchased their tickets.
- 2.20 The Carrier provides discount to holders of the travel card of Slovak Lines, a.s. in accordance with the valid price list.
- 2.21 The Carrier may offer other discounts specified herein as well; the information on discounts will be made available on the website of the Carrier.
- 2.22 Children (regardless of their age) shall be carried on separate seats, they are not allowed to sit on other passenger's lap or on other passenger's knees. If a child carried needs a car seat, passengers are obliged to arrange such a car seat.
- 2.23 Seats in buses/coaches are equipped with safety belts, passengers are obliged to use such safety belts for their safety.
- 2.24 The Passenger shall prove their entitlement to a discount based on age in accordance with sections 2.6, 2.7 and 2.8 presenting ID card or passport.
- 2.25 Apart from standard and discount tickets, the tickets used on the 102806 Bratislava - Wien service also include weekly and monthly tickets, standing tickets (issued only in case bus seats are occupied), carnet tickets and "Bratislava Ticket", "Wien Ticket VOR Zone 100" and HOPIN taxi Bratislava. When HOPIN taxi services are used, the carriage by taxi is governed by the conditions of Transport of HOPINTAXI. Conditions of using these tickets are specified directly in course of the process of purchase as well as on the Ticket.
- 2.26 For the 102829 Bratislava - Hainburg service, only standard tickets, discount tickets and carnet are used.
- 2.27 The ticket validity is subject to the stops and date and time of a service departure indicated. Where a service is missed as a result of a delayed flight or delays in rail and urban transport and the like, passengers may use their tickets for other service/services on the same day, subject to no additional charges. If this is the case, passengers are suggested to reserve seats on buses/coaches, otherwise the carriage of such passengers shall be subject to bus/coach seat availability.
- 2.28 Weekly travel ticket is issued for passengers over 6 (six) with no further age limit. Weekly travel ticket is valid for 7 (seven) calendar days from the effective date for unlimited number of journeys among the specified stops.
- 2.29 Monthly travel ticket is issued for passengers over 6 (six) with no further age limit. Monthly travel ticket is valid for 30 (thirty) calendar days from the effective date for unlimited number of journeys among the specified stops.

- 2.30 Carnet tickets for the 102806 Bratislava - Wien service are only issued for the destinations Vienna and Hainburg. For the 102829 Bratislava - Hainburg service, carnet tickets are issued for the destination Wolfsthal. There are 10 (ten) journeys indicated on each carnet ticket, each of the ten ticket sections allows passengers to undertake one journey which has to be reserved for the particular service in advance. Carnet tickets may be purchased at a ticket counter at the bus/coach station in Bratislava or from a driver. Carnet tickets are issued in the name of a Passenger and are non-transferable. A carnet ticket issued has a validity period of one year following the date of issue; the price is fix. A carnet ticket may not be cancelled and its validity may not be extended. Respective portions may not be separated and the ticket is valid only together with the portion indicating the name and surname of the Passenger.
- 2.31 When buying a Wien – Bratislava or Wien – Bratislava – Wien ticket, passengers from Austria may purchase the "BRATISLAVA TICKET" which allows to use the public transport services in Bratislava during the day for which they have bought the travel ticket. Travel tickets are issued at flat rate with no age limits.
- 2.32 When buying a Bratislava - Wien or Bratislava - Wien - Bratislava ticket, passengers from Slovakia may purchase the WIEN TICKET which allows them to use the public transport services in Vienna for one day in the Wien VOR Zone 100 (hundred) only. Passenger with a single travel ticket may use one-day transport services during the day of journey from Bratislava for which they have bought the travel ticket. Passenger with a return travel ticket may use the public transport services during the first day of journey which is indicated on the travel ticket only. Basic fare tickets are issued for passengers over 16 (sixteen) with no further age limit. Reduced fare tickets are issued for passengers from 0 (zero) up to 16 (sixteen).When buying
- 2.33 Passengers travelling from Slovakia who purchase tickets "Bratislava-Vienna" or "Bratislava-Vienna-Bratislava" may also purchase a "WIEN TICKET" which entitles them to one-day use of the Viennese urban public transport in the Wien VOR Zone 100 (one hundred) only. Passengers who are holders of one-way tickets may use the one-day travel on the day of their journey from Bratislava stated on their one-way ticket. Passengers who are holders of return tickets may only use public transport on the first day of the journey indicated on the ticket. Tickets are issued for the categories of passengers aged between 0 (zero) and 16 (sixteen) inclusive, between 16 (sixteen) and 26 (twenty-six) inclusive, between 26 (twenty-six) and 60 (sixty) inclusive and 60 (sixty) and over.
- 2.34 Hand luggage no bigger than 20cm x 30cm x 50cm is carried free of charge as carry-on luggage. Passengers shall place their luggage in such a manner that it does not interfere with boarding/alighting or obstruct the aisle. Passengers are responsible for safe placement of their luggage.
- 2.35 When travelling along the 102806 Bratislava - Vienna route, maximum 2 (two) pieces of the registered luggage (suitcase, bag, rucksack). 1 (one) piece of luggage may be maximum 30cm x 60cm x 80cm. The total weight of the carried luggage may be maximum 40kg (forty). Luggage is carried separately from passengers in the luggage compartment, or in the passenger compartment on a bus/coach under passengers' control. The driver shall label all luggage carried in the luggage compartment with registered luggage vouchers and provide passengers with stubs of the vouchers which shall be later presented by passengers when collecting their luggage at a terminal stop.
- 2.36 For the 102829 Bratislava - Hainburg and 102939 Bratislava - Neusiedl (Podersdorf) services, the registered luggage is carried in the passenger compartment. It is not carried in the luggage compartment or labelled with luggage registration vouchers. Responsibility for the carried luggage shall be borne by the Passenger. The Carrier shall not be liable for any loss of such luggage. In exceptional cases, when overweight/oversized luggage is carried, the driver may decide it will be placed in the luggage compartment if available in the bus/coach.
- 2.37 Excess luggage such as skis or snowboards (carried only if tightly bound together or placed in ski bags), prams/pushchairs, overweight/oversized luggage with the weight exceeding 25kg (twenty-five) or with any other dimension exceeding the specified limits shall be carried subject to space availability in the bus/coach luggage compartment. Prams/pushchairs shall be only carried if accompanied by passengers. No unaccompanied luggage shall be carried.
- 2.38 Luggage is unloaded from the luggage compartment at all stops, except at the Bratislava - Petržalka. The driver only unloads luggage at the aforementioned stop if the passenger's intention to alight from the service at the Bratislava – Petržalka stop is previously indicated to the driver. And the driver manages, for safety reasons, to place the luggage on the right side of the bus/coach in order to be able to unload it quickly, safely

and without any complication. Otherwise, the luggage may not be unloaded at the Bratislava - Petržalka stop and the Passenger shall continue their journey to the bus station Bratislava.

Article 3 Travel Card Use

- 3.1 A travel card is an electronic device which may be used as an electronic wallet to purchase a Ticket in accordance with the valid price list. The card shall be readable by the card scanning device of the Carrier's on-board computer. The Passenger shall load their travel card with the minimum of EUR 3 (three) and maximum of EUR 150 (one hundred and fifty). The travel card is issued with the validity of 5 (five) years.
- 3.2 The travel card is an electronic device which shall be used under certain conditions:
- a) The travel card must not be exposed to pressure, bent, broken or mechanically damaged;
 - b) The travel card must not be exposed to electric current or discharge or a strong magnetic field;
 - c) The travel card must not be exposed to high temperatures.

Article 4 Invalidity of the Travel Card

- 4.1 The travel card is invalid if:
- a) the period for which it was issued has expired;
 - b) it is damaged or otherwise mutilated in a manner preventing reliable identification of the data disclosed on it, or data verification through electronic devices;
 - c) the photograph of its holder is exchanged in an unwarranted manner;
 - d) it was issued based on false data.
- 4.2 The Carrier shall not accept travel cards invalid on the grounds specified in Sections 4.1 through 4.1.d and issues a Ticket that the Passenger shall pay in cash. The Passenger is obliged to pay for the Ticket in cash in accordance with the price list valid for the travel card payment in case of a fault of on-board computer, card scanning device or travel card.

Article 5 Free Carriage of Guide Dogs

- 5.1 If visually impaired Passenger who is the TZP-S Card holder is accompanied by a dog, the dog shall be carried free of charge.
- 5.2 Disabled persons assisted by guide dogs are entitled to be carried along with their dogs, the dogs shall wear white service dog vests featuring a red cross or orange safety stripes.
- 5.3 Holders of the TZP-S disabled person identification cards shall prove their entitlement to guide dogs by presenting the original copies of the TZP-S disabled person identification cards only valid when accompanied by ID cards.
- 5.4 The Passenger shall have relevant documents and confirmations necessary for dog carriage abroad. The Passenger shall be liable for any damage arising from incorrect documents for dog carriage.

Article 6 Carriage of dogs

- 6.1. Dogs are carried free of charge on condition that they are muzzled in a safe manner and kept on a short leash, or placed in an appropriate containers (cage, special case, special bag, etc.) with leak-proof solid bottoms.

- 6.2. The Passenger shall have relevant documents and confirmations necessary for dog carriage abroad. The Passenger shall be liable for any damage arising from incorrect documents for dog carriage.

Article 7 Fare Refunds, Alteration of Departure Date

- 7.1 Where the Carrier interrupts carriage or fails to commence it within the scheduled time limits, the Carrier shall return to passengers who claim a refund of the full amount of the fare paid, if no portion of the ticket has been used, or a part of the amount of the fare paid, if only a part of the ticket has been used, the portion of the fare that has not been used or a full amount of the fare for a journey not commenced, provided that a proof, issued by a ticket office or driver, of the fulfilment of the conditions set by the Carrier's Conditions of Transport is submitted or that the fulfilment of such conditions is proved in any other manner.
- 7.2 Passengers are entitled to a refund of the fare for unused tickets if they return the tickets at the ticket sale points where the tickets were purchased in advance or if they advise the cancellation to the Carrier's Contact Centre by telephone at +421 2 55 422 734 daily from 6.30 a.m. to 6.30 p.m. or at the e-mail address: info@slovaklines.sk. Tickets purchased from the Carrier through the AMS system (automated reservation system) cannot be cancelled by telephone.
Terms of ticket cancellation: no later than 48 (forty-eight) hours before the service departure from the initial stop, a (twenty-five) 25% cancellation fee shall be deducted from the ticket price; if made less than 48 (forty-eight) hours but no less than 2 (two) hours before the service departure from the initial stop, a (fifty) 50% cancellation fee shall be deducted from the ticket price. The entitlement to a fare refund shall cease if the ticket is returned or cancelled later than 2 (two) hours before the service departure. If one journey of a return ticket issued for a specific date ticket is cancelled, an adequate portion of the fare for the unused service (the difference between the price of a return ticket and a one-way ticket) shall be refunded to passengers. Carnet tickets may not be cancelled and no replacement carnet will be provided if the original is lost.
- 7.3 On the routes 102806 Bratislava - Wien and 102829 Bratislava - Hainburg, a change of the date of a service departure can be made subject to a cancellation fee amounting to (twenty-five) 25% of the ticket price.
- 7.4 Where the Carrier fails to comply with the conditions of carriage (route or service cancellation for operational reasons, non-operation of a service or its part, service delay of more than 120 minutes caused by a vehicle failure, etc.), the fare or a portion of the fare paid shall be fully returned, free of a cancellation fee, subject to submission of a Passenger's written request accompanied by an original copy of the Ticket. The amount of the fare refund shall be set by the Carrier that provided the service following the examination of all facts; the maximum permitted refund being the amount of the fare. Passengers are entitled to file a request for a fare refund no later than three months from the date of boarding.
- 7.5 Where the fare or a proportionate portion of the fare is returned to a Passenger by mail, the Carrier shall return the refunded amount less postal fees. Where the fare or a portion of the fare is returned to a passenger for reasons within the Carrier's control, no postal fees shall be charged.
- 7.6 Where a passenger loses his or her Ticket, he or she is obliged to purchase a new Ticket and is entitled to no compensation.
- 7.7 Passengers shall not be entitled to a fare refund by reason of illness.
- 7.8 No fare shall be refunded in cases where passengers are excluded from carriage or detained by customs or passport control authorities during a journey.
- 7.9 Where tickets are issued for special discounts - PROMO PRICES (e.g. HOT ticket, special discount ticket, group ticket, etc.) offered under conditions made publicly available, such tickets may not be cancelled, returned or refunded in any other way, or change the date of departure in any other way. Such Ticket shall be used only for a specific date and time of the service departure for which the Ticket is issued. The Ticket mentioned above may not be used even in case of the connection service or flight delay. The Passenger is obliged to purchase a new Ticket.

Article 8 Damage, Loss or Theft of the Travel Document

- 8.1 The Passenger is obliged to report the damage, loss or theft of the travel card at the ticket counter of the Carrier at the Bus/Coach Station in Bratislava.
- 8.2 Where the Passenger had a weekly or monthly Ticket purchased, the Carrier shall issue a duplicate of the Ticket in the same is valid at the time of the reported damage, loss or theft. A service fee in the amount of EUR 5 (five) is charged for the issuance of a duplicate of the weekly or monthly Ticket.

Article 9 Refunds for Weekly and Monthly Tickets

- 9.1 Where the weekly or monthly Ticket fails to be used in full or in part, the Passenger is entitled to claim a refund by filing a written request with the travel card enclosed used for the purchase of the Ticket. A fare refund may be claimed only within the date of the Ticket validity. A refund for a weekly or monthly ticket with the expired validity may only be claimed in case of hospitalization at the time of Ticket validity.
- 9.2 A request for refund may be filed at the ticket counter of the Carrier at the Bus/Coach station in Bratislava.
- 9.3 The Carrier shall refund a proportional part of the fare to a Passenger. A proportional part to be refunded shall be calculated as follows:

$$X = C - (C * d * k)$$
, where: X is a refunded amount;
 C is the price of the weekly or monthly Ticket to be refunded;
 d is the number of days travelled;
 k is a coefficient of the following value:
 0.200 000 for a 7 (seven)-day weekly Ticket;
 0.051 282 for a 30 (thirty)-day monthly Ticket.
- 9.4 A day when the request with the travel card are delivered, or the first day of hospitalization shall also be deemed the day travelled.
- 9.5 In case of Passenger's death these matters shall be settled by their relatives. The date of Passenger's death shall be deemed the last travelled day.
- 9.6 Where the refund is sent by mail or via a bank transfer, the Carrier may reduce the amount by postal fees in accordance with the Service Charge List of Slovenská pošta or by the amount of bank charges.

Article 10 Penalties

- 10.1 Tickets are inspected by drivers, other members of bus/coach crews or ticket inspectors who shall present their ticket inspector's licences (hereinafter referred to as the "authorised person").
- 10.2 Passengers are obliged to present, at the request of an authorised person, their tickets or documents proving their entitlement to a discount fare for inspection at any time during transport or when having alighted from a vehicle.
- 10.3 Passengers who fail to present a driver, or any other member of the bus/coach crew or a ticket inspector with a valid ticket during a ticket inspection on a bus/coach or immediately after alighting from a bus/coach shall pay the penalty in the amount of EUR 40 (in words: forty euros) plus the fare for a journey from the initial stop of the service to the passenger's destination.
- 10.4 If during a ticket inspection a Passenger presents a ticket purchased for a part of the journey that had already been undertaken and the ticket is no longer valid at the time of such ticket inspection (a ticket purchased for a section of a journey shorter than the one travelled by the Passenger at the time of the inspection), the passenger shall pay a penalty fine of EUR 40 (in words:

forty euros) plus the fare in the amount of the difference for the journey travelled in excess of the originally bought Ticket.

- 10.5 No later presentation of a ticket, whether the ticket was purchased with cash or issued through a non-cash travel card payment, shall be taken into consideration.
- 10.6 A passenger who refuses to or is unable to pay the fare and penalty pursuant to Sections 10.3 and 10.4 of this Article is obliged to provide to the authorised person the following identification data needed to exact the fare and penalty: name and surname, date of birth, domicile address and number of his or her ID card or other identification document. Where minors (under 15 years of age) are involved, identification data of their legal representatives are requested. At the same time, the Passenger shall lose the right to be carried and may be excluded from carriage. The exclusion from carriage on grounds of the failure to pay the above charges shall have no effect on the Passenger's obligation to pay the charges to the Carrier.

Article 11 Some Other Charges

- 11.1 Passengers who damage a bus/coach or its interior or fail to keep it clean shall pay the Carrier the full cost of the damage caused.
- 11.2 The obligation to present identification data to the extent set in Section 10.6 of Article 10 shall also apply to passengers who damage a bus/coach or its interior or fail to keep it clean, and fail to pay the damages assessed or compensation for bus/coach cleaning on the spot.

Part C

Objects found

1. Any objects found in a vehicle after all passengers leave the vehicle and any luggage left behind shall be handed over by the driver or other member of the vehicle crew at the left luggage office in the Carrier's registered office.
2. If the objects found include ID cards or passports, the Carrier shall ensure that these are immediately handed over to the nearest police office.

Part D

Special Regular Services

Article 1 Basic provisions

- 1.1. Unless otherwise stated, provisions of these Conditions of Transport shall apply to special regular services accordingly.
- 1.2. Special Regular Services provide for carriage of specified categories of passengers to the exclusion of other passengers. These include primarily transport of employees to and from work, and transport of pupils and students to and from educational establishments. The services are provided based on a contract between the Carrier and the Customer along an agreed route and stops at an agreed periodicity.
- 1.3. Special regular service routes may be concurrent with regular bus routes and may use the stops or shelters along regular bus routes where agreed with operators of such routes, or may run independently along their own stops.
- 1.4. The buses/coaches used shall be designated with the business name of the Carrier, and shall display, at the front and at the rear, the name of the destination and special regular service involved, e.g. School Bus or Contracted Transport, or shall feature the business name of the Customer.
- 1.5. The Carrier only performs its obligation to provide carriage and duties of a carrier with respect to an agreed group of passengers
- 1.6. subject to no general operational or tariff conditions.

- 1.7. Carriage of shipments, registered luggage or standing passengers is excluded from special regular services. This shall not apply if the service is restricted to the territory of a municipality.
- 1.8. Withdrawal from a Contract of Carriage of Persons on special regular bus/coach services is subject the terms set in a written contract or in applicable provisions of the Civil Code.

Article 2 Rights and Obligations of Passengers

- 2.1. The Carrier shall ensure the transfer of a Passenger from the vehicle, if the Passenger appears to need medical attention while carried and if he or she is unable to seek medical assistance on his or her own;
- 2.2. Passengers are responsible for making sure that they board the vehicle at the relevant boarding stop in time and get off the service at the right destination. Passengers board the vehicle in the order they arrived to the stops and joined the queue, subject to operational feasibility.
- 2.3. If required by operational or other serious reasons, passengers shall alight from the vehicle when asked by the driver.
- 2.4. Passengers are not allowed in particular to:
 - a) jump in and out of a moving vehicle, open external doors, lean out of the vehicles or stand on steps;
 - b) board a vehicle that is fully occupied or that the driver declares to be fully occupied;
 - c) stay in the driver's compartment or in the alighting/boarding area where they might obstruct alighting and boarding, or in areas where they might obstruct the driver's vision;
 - d) give or imitate any of the Carrier's operating signals;
 - e) talk to the driver while the vehicle is in motion;
 - f) smoke and take narcotic substances in vehicles;
 - g) allow children to stand or kneel on seats, where they might stain the seats or where such type of carriage might cause inconvenience to other passengers;
 - h) throw waste and other objects out of the vehicle and let objects stick out of the vehicle;
 - i) put things and animals in seats;
 - j) whistle, sing, behave in a noisy manner or play a music instrument, or to play reproduced music or speech in the vehicle;
 - k) To allow authorised persons to verify a passenger's entitlement to use the Special Regular Transport service, the passenger shall, when asked by an authorised person, prove his or her identity and submit a document proving that he or she is an employee of the customer that contracted the service or that he or she is a pupil attending the school for which the service is delivered. In principle, the manner in which proofs of identity are provided is set in contract terms.
 - l) Passengers who fail to submit the aforementioned documents shall be excluded from carriage.
- 3.1. A failure to provide the service for reasons within or beyond the Carrier's control is addressed by a contract of delivery of special carriage services.

Part E Occasional services

Article 1 Basic provisions

- 1.1. Occasional Transport Services are delivered based on an agreement with the Customer of occasional transport services as contracted services providing for single transport of an agreed group of passengers along an agreed route and stops.
- 1.2. The Carrier which provides Occasional Transport Services only performs its obligation to provide carriage and duties of a carrier with respect to an agreed group of passengers, subject to no general operational or tariff conditions.
- 1.3. Carriage of shipments and standing passengers is excluded from occasional transport.
- 1.4. The buses and coaches used shall be designated with the Carrier's business name and with the sign "Excursion" at the front.

- 1.5. The holder of a regular transport licence is entitled to provide occasional national transport services and, based on a Journey Form, also occasional international transport services.
- 1.6. The Carrier provides occasional transport of passengers from an agreed point of boarding to an agreed point of alighting, or along an agreed route.
- 1.7. As part of the occasional transport of persons, the Carrier also provides carriage of hand luggage, registered luggage the carriage of which is not expressly prohibited by these Conditions of Transport. No luggage is labelled, and it is carried under the customer's personal control and responsibility. At no time during the service shall the Carrier be responsible for hand or registered luggage.

Article 2 Contract of Carriage

- 2.1. A Contract of Carriage of Persons shall be concluded by and between the Carrier and Customer:
 - a) By signing a contractual document named "Contract for Carriage of Persons" or a document designated with any similar title describing a substantially equivalent legal act in which any possible specific terms of carriage of persons other than the ones set in these Conditions of Transport and Tariff are agreed; these Conditions of Transport form an integral part of such a contract.
 - b) By acceptance, effected in writing by the Carrier, of the Customer's binding written order for carriage of persons which order shall be delivered to the Carrier in accordance with these Conditions of Transport. The Contract of Carriage of Persons shall be deemed concluded once the Carrier confirms the written acceptance of the Customer's order and delivers it to the Customer.
- 2.2. The provisions of these Conditions of Transport as published on the Carrier's website shall apply to any contract concluded by and between the Carrier and Customer.

Article 3 Customer

- 3.1. The Customer is entitled to deliver a written order for occasional passenger transport to the Carrier:
 - a) to the Carrier's registered office indicated in the Business Register, by mail or in any other appropriate manner;
 - b) by fax at the Carrier's fax number indicated on the Carrier's web site;
 - c) via e-mail at: bus@slovaklines.sk, an address for delivery of transport orders.
- 3.2. Customer shall specify in the order:
 - a) date and time of the requested service;
 - b) boarding and alighting stations, exact addresses of the points serviced, or any other requested stops;
 - c) the requested bus waiting interval between the arrival at a destination and departure to another determined point, where the Customer orders a return trip or an excursion with a number of stops along the route;
 - d) number of passengers that are to be carried, and number of coaches, if the number of passengers exceeds the standard passenger capacity of a bus/coach;
 - e) specify and send identification data (name, surname, telephone number) of a person authorised by the Customer to control the order who shall also be a contact person for the Carrier if any requests are to be addressed throughout the delivery of the transport service;
 - f) the Customer's address for service and invoice data, including company registration number and tax identification number;
 - g) required bus or coach facilities, pursuant to the description published on the Carrier's web site. The Carrier shall be entitled to provide the service through a bus/coach equipped with standard facilities unless the Customer specifies the facilities requested.

Article 4 Carrier

- 4.1. The Carrier is entitled to accept the order delivered to it through a written acceptance of the received order which shall contain explicit reference to these Conditions of Transport, such written acceptance shall be delivered to the Customer:

- a) at the Customer's address indicated in the order, through a postal service provider, or in any other appropriate manner;
 - b) by fax at the Customer's fax number indicated in the order;
 - c) via e-mail at the Customer's e-mail address indicated in the order.
- 4.2. The Carrier is entitled to demand an advance payment for the delivery of the transport services ordered, up to the amount of (one hundred) 100% of the preliminarily calculated price of the ordered service.
- 4.3. The Carrier is entitled to issue an advance invoice for this purpose, and deliver it to the Customer along with the order acceptance, or within the time limit indicated in the order acceptance. Where the advance invoice fails to be paid at the latest 72 (seventy-two) hours prior to the commencement of transport, the contract of carriage of persons shall become ineffective in whole.
- 4.4. Unless the Carrier delivers the advance invoice for the carriage services ordered to the Customer within a reasonable period of time, the Carrier shall be deemed not to require the advance for payment of the fare and to deliver the carriage services ordered pursuant to the contract of carriage.
- 4.5. The Contract of Carriage may be terminated prior the commencement of the carriage of persons only through a written agreement between the Customer and the Carrier or through a withdrawal from the contract of carriage by the Carrier or the Customer pursuant to this Article.
- 4.6. The Carrier is entitled to withdraw from the Contract of Carriage through a written notice if:
- a) the Customer has failed to pay the advance invoice, and insolvency or restructuring proceedings have been initiated on the Customer's property or the Customer has been put into liquidation;
 - b) the Customer makes only a partial payment of the advance amount invoiced and fails to pay the unsettled portion including upon the Carrier's request.
 - c) the Carrier is unable to provide the agreed carriage services within the agreed date and time for objective reasons beyond the Carrier's control (force majeure).

Article 5 Special Provisions

- 5.1. The Customer is entitled to withdraw from the contract if insolvency or restructuring proceedings have been initiated on the Carrier's property or if the Carrier has been put into liquidation. The withdrawal has to be justified and delivered to the other party:
- a) at the address of other party's registered office indicated in the Commercial Register through a postal service provider or in any other appropriate manner. The withdrawal shall be deemed delivered on the day of receipt of the delivered mail by the recipient, and where the delivery fails to be effected, on the date of return of such delivered mail to the Customer;
 - b) at the e-mail address indicated in the order, or the e-mail address published on the Carrier's web site, or the e-mail address of a person indicated in the acceptance of the order by the Carrier if the withdrawal is delivered to the Carrier; the date of sending of the e-mail notice shall be deemed the date of delivery;
- 5.2. After the completion of the service, the Customer's representative in charge of the carriage management shall confirm by its signature attached to SCL (collective ticket, presented by the driver) the termination of the contractual relationship and authorisation of the details filled in (dates, times, route, kilometres travelled, duration of the journey, extraordinary costs and other data).
- 5.3. The Carrier shall issue a final invoice for the Customer with a final price reflecting all data disclosed on SCL and in the preliminary price calculation.
- 5.4. Any underpayment shall be paid to the Carrier by the Customer no later than on the due date indicated in the final invoice.
- 5.5. Any overpayment shall be returned by the Carrier to the Customer no later than on the due date indicated in the final invoice.

Part E Occasional service PRICE LIST

Article 1 Prices

- 1.1 The price for transport services is based on respective categories depending on vehicle occupation and means of transport:
 - a) bus/coach 30 (thirty) - 65 (sixty-five) seats;
 - b) micro-bus 15 (fifteen) - 28 (twenty-eight) seats;
 - c) minivan 8 (eight) seats;
 - d) Passenger car 1 (one) - 4 (four) seats.
- 1.2 season of the transport:
 - a) Season 1 = June, September
 - b) Season 2 = March, April, May, July, August, October
 - c) Season 3 = January, February, November, December
- 1.3 Fares from EUR 0.60 (sixty) / (one) 1km
- 1.4 Waiting charges from EUR (six) 6 / (one) 1 hour.
- 1.5 in Bratislava and surrounding areas within (sixty) 60km, from EUR 75 (seventy-five) / 1 (one) 1 hour.
- 1.6 where transport is provided within the Slovak Republic, the multiples of fare and waiting charges shall include a night lodging fee if a journey in excess of 24 (twenty-four) hours is involved, the wage of a second driver where a second driver is needed, parking fees, VAT, tolls and other charges;
- 1.7 where transport is provided abroad, the multiples of the fare and waiting charges include a night lodging fee if a journey in excess of 24 (twenty-four) hours is involved, the wage of a second driver where a second driver is needed, subsistence costs, differences in respect of fuel spent, parking, tolls, turnover taxes and other charges.
- 1.8 The final price shall consider all objective factors such as the kilometres actually travelled, waiting fees or any other charges, or the price quotation letter submitted to the Customer by the Carrier following the order placement.

Article 2 Conditions of cancellation

- 2.1 Conditions of order cancellation shall apply as follows:
 - a) 8 (eight) days prior to carriage (zero) 0%;
 - b) 7 (seven) - 5 (five) days prior to carriage (ten) 10%;
 - c) 4 (four) - 2 (two) days prior to carriage (forty) 40%;
 - d) 48 (forty-eight) hours - 24 (twenty-four) hours prior to carriage (sixty) 60%;
 - e) 24 (twenty-four) hours and less prior to carriage (one hundred) 100% of the price of carriage.
- 2.2 Conditions of cancellation of transport to concerts
 - a) 6 (six) and more days before leaving the cancellation fee is charged in the amount of (ten) 10 % of the fare price;
 - b) 5 (days) and less before leaving the Ticket may not be cancelled.
 - c) Where the carriage to the concert is cancelled by the Carrier on the grounds of failure to occupy the minimum capacity, the fare shall be returned to passengers in full free of charging the cancellation fee.

Article 3 General Terms and Conditions for Transport to Concerts

- 2.1 The Carrier shall board only the bus/coach the number of which is specified on the Ticket with the name of an event or as instructed by the driver or an authorized Carrier's employee.
- 2.2 The bus/coach shall leave for an event at the time specified on the Ticket. If the Passenger misses a departure of the bus/coach, the Passenger is not entitled to any not even proportional amount.
- 2.3 The bus/coach shall depart back 30 (minutes) following the concert completion. If the duration of an event is extended, the bus shall leave 10 minutes following the boarding of (seventy-five) 75% of all passengers.
- 2.4 If the Passenger misses the departure of the bus/coach, the Passenger is entitled to no fare refund.

- 2.5 If the interior of a bus/coach is damaged or fails to be kept clean, the costs of repair or cleaning will be charged to a person responsible for the damage or failure to keep the bus clean.
- 2.6 In course of carriage, smoking, drinking alcohol and using narcotic substances is prohibited.
- 2.7 No passenger may purchase any ticket for carriage from a driver before leaving!

Part F Final Provisions

- 2.1 These Conditions of Transport take full effect in respect of passengers on the date of their publication on the Carrier's web site.
- 2.2 Any changes and amendments to the Conditions of Transport enter into force on the date of their publishing on the Carrier's web site.