

# General Terms and Conditions of Use of Bus Stands

These General Terms and Conditions for the Use of Bus Stands (hereinafter the "Terms and Conditions") set out the rights and duties resulting from the Contract on the Use of Bus Stands (hereinafter the "Contract") concluded between ČSAD Praha holding a.s. (hereinafter the "Company") and an entity operating public scheduled passenger transport bus services based on a valid licence or carrying out with the Company agreed departures or arrivals of charter passenger road transport or international shuttle transport in accordance with Act No. 111/1994 Coll., on road transport (hereinafter the "Road Transport Act"), as amended (hereinafter the "Carrier").

## I. Definition of Terms

For the purposes of the Terms and Conditions for the Use of Bus Stands, the below terms will be understood as follows:

### 1. Vehicle

Cars, trucks, buses and all special-purpose or special vehicles powered by their own engine;

### 2. Bus Line

Regular passenger transport services, departures or arrivals of charter passenger road transport or international shuttle transport under the Road Transport Act that use for passenger embarkation or alighting bus stands at bus stations operated by the Company and other places operated by the Company;

### 3. Domestic Line

A bus line operated between places in the Czech Republic;

### 4. International Line

A bus line operated between places in the Czech Republic and places in other countries;

### 5. Bus Stand

Departure or arrival stands at bus stations operated by the Company and at other places operated by the Company (AN Florenc, AS Holešovice);

### 6. Departure Stand

The space of a stand reserved for passengers' embarking on a bus of the Carrier defined by a station marker with a number, usually equipped with space for displaying timetables for bus lines or information about charter transport for which the departure stand is designated;

### 7. Arrival Stand

The space of a stop reserved for passengers to alight from buses on bus lines for which the arrival stand is designated;

### 8. Chip Card

A portable contactless device to identify a Carrier, its lines/services recorded at AN Florenc and subsequently prove entry authorisation, including other activities linked to operating various routes. The information on a chip card is used for recording and checks on the assessment and charging for activities of the Carrier;

### 9. Permit

A permit to enter the space of bus stands at AS Holešovice operated by the Company. It is issued by the Company for vehicles using AS Holešovice in accordance with the Contract on the Use of Bus Stands of the Company at AS Holešovice; each entry permit will specify data on the purpose of use, identifying the vehicle operator or operator of the bus lines, specifying the start and end of

the entry permit's validity; vehicles for which the Company issues these entry permits must have the entry permit in a visible place so that it is fully (the full text is) legible from the outside of the vehicle during the use of the relevant bus stands;

#### **10. Vehicle Parking**

Standing of a vehicle in accordance with Section 2, par. n) of Act No. 361/2000 Coll., on road traffic;

#### **11. Charter Transport**

Charter passenger road transport or international shuttle transport in accordance with the Road Transport Act.

#### **12. Transport Operating Rules**

The rules for the use of bus stands and other activities at AN Florenc/AS Holešovice (hereinafter the "TOR");

#### **13. Price List**

The Price List for contractual prices for using the space of bus stands, including contractual penalties and other charged services.

### **II. Duties of the Company**

To carry out the duties resulting from the Contract the Company undertakes:

1. To arrange for chip cards to be issued at the Company's registered office based on a written order from the Carrier and in accordance with the valid Price List to its entitled or authorised representative in accordance with Article VI of the Terms and Conditions, including allocating access codes to the web application.
2. To arrange the sale of permits issued by the Company in accordance with the Transport Operating Rules of AS Holešovice at the Company's registered office based on a written order from the Carrier to its entitled or authorised representative.
3. To allow the Carrier to make one use of one Bus Stand after producing an entry authorisation, in accordance with the provisions of the Contract, for one departure or one arrival of a bus line operated by the Carrier,.
4. To arrange the exceptional handling of a vehicle of the Carrier at the AN Florenc dispatch office for a cash payment according to the current Price List, including a handling fee.
5. To handle additional services of the Carrier, as close as possible to regular services, although it does not guarantee to handle additional services from the same or a neighbouring departure stand as the ordinary service. With regard to the current situation at departure stands, the Company will handle these services under the same terms and conditions as regular services of a domestic or international line.
6. To arrange to have a schedule drafted for the use of the various bus stands so that there is sufficient time to handle the various departures or arrivals of bus lines in accordance with the TOR. The Company will draft the schedule so that one use of one bus stand by one service for domestic public scheduled transport or one departure or arrival by domestic charter transport is guaranteed for no less than 10 minutes and no more than 15 minutes while respecting the departure or arrival times discussed in advance by the Carrier and the Company and, in the case of public scheduled transport, also in accordance with the timetable approved according to the Road Transport Act. The time of use of one bus stand by one service for international public scheduled transport or one departure or arrival by international charter transport is guaranteed by the Company for no less than 16 minutes and no more than 30 minutes while respecting the departure or arrival times discussed in advance by the Carrier and the Company and, in the case of public scheduled transport, also in accordance with the timetable approved according to the Road Transport Act. If irregularities not caused by the Company occur (e.g. delays) the

- Company will deal with the extent of use of the bus stands operatively in accordance with the current traffic situation. This will not prejudice the provisions of the TOR.
7. To hand over to the Carrier, at its request, a list of bus stands designated by the Company for handling individual departures and arrivals of the Carrier's bus lines in connection with changes to a bus line properly discussed with the Company.
  8. To maintain and clean the bus stands and buildings in which the bus stands are located, once a day.
  9. To ensure passengers are informed of operations on bus lines departing from bus stations operated by the Company, as discussed by the Carrier and the Company, in particular by displaying timetables at the relevant departure stand.
  10. To include discussed and approved changes to the operation of a bus line of the Carrier in the AN Florenc information system or the AS Holešovice information system (hereinafter the "Information System") from the date agreed by the parties in accordance with Article IV of the Terms and Conditions.
  11. To make a room available for the Carrier's drivers at AN Florenc, including welfare facilities.
  12. To arrange foreign-language information for international lines at AN Florenc.
  13. To enable the Carrier's bus to be parked in a space designated by the Company before the departure of a public scheduled transport line in accordance with the limits specified by the TOR.
  14. To allow the Carrier, when handling a specific departure or arrival of an international service,:
    - a) the free use of a reserved space (RESERVE) in the vehicle park on the right after the entrance from ulice Prvního pluku to AN Florenc for one car or van 60 minutes before the start, 60 minutes after the end and for the entire duration of handling an international line at a bus stand; the parked vehicle must be visibly marked with a permit issued by the Company's transport section; if the time extent set in this section is not complied with or a vehicle is not designated, the Company is entitled to withdraw the Carrier's authorisation to use a reserved space (RESERVE) in the vehicle park;
    - b) To have a delegate (representative) of the Carrier present to carry out business activities related to the transport of the Carrier (ticket sales, pre-sales and reservations), including sales of other products to passengers (e.g. tickets for related services, ferries, accommodation, etc.), free of charge for the entire duration of handling an international line vehicle at a bus stand in a space designated by the Company for a bus stand;
    - c) Free parking for a bus used to ensure the departure of an international line at the reserved vehicle park designated in accordance with the TOR for parking buses on bus lines for 60 minutes before the departure of an international line;
    - d) Free parking for a bus used to ensure the arrival of an international line at the reserved vehicle park designated in accordance with the TOR for parking buses on bus lines for 30 minutes after the arrival of an international line.

### III. Duties of the Carrier

To carry out the duties resulting from the contract, the Carrier undertakes:

1. To supply the Company, **no later than 10 working days before the effective date**, in written and **electronic form** (PDF, EXCEL format), with a timetable approved by the transport authority for inclusion in the Company's information system, and to discuss it with the Company.
2. To comply with the valid timetable discussed with the Company, the agreed times of departures and arrivals of charter transport, the Road Transport Act, and primarily to carry out all services in accordance with the approved timetable. If any services are not carried out, the Company is entitled to invoice the Carrier a price for these services, or impose a contractual penalty on the Carrier for a breach of duties in accordance with the Company's valid Price List.

3. To comply with the provisions of the TOR. To familiarise those arranging operations on the Carrier's bus line with the current text of the TOR.
4. To prove its authorisation to use a bus stand in the set manner.
5. To arrange advice for all those who, with the Carrier's consent and knowledge, arrange actual operations on a bus line of the Carrier that if they are unable to prove their authorisation to use a bus stand in the appropriate manner the Company is entitled to request from them a cash payment for entry in the appropriate price category, including a cash surcharge in accordance with the Company's current price list.
6. To submit to the Company no later than 14 calendar days before the day a licence issued in accordance with the Road Transport Act ends, a new licence valid for the subsequent operation period of a public scheduled transport bus line of the Carrier, including an approved timetable.
7. To submit to the Company a copy of the contractual arrangement between all business partners of the Carrier participating, according to information on an approved timetable, in operating services on a bus line of the Carrier if the Carrier is not the independent operator of the services on the line that is the subject of this contract.
8. To notify the Company no less than 24 hours before the departure of the relevant service of its intention to arrange a specific service of a bus line of the Carrier by the departure of more than two buses, i.e. to handle at least one additional service. If the Company is not notified of this intention it cannot guarantee the Carrier that the departure of all additional buses for a service on a bus line of the Carrier from the departure stand designated by the Company for a specific service will be handled at the time of departure in accordance with the valid, approved timetable. The reason is the set capacity of the departure stands. If a conflict occurs due to the non-notification of a large number of additional buses, the Carrier must obey the order of the dispatch office employee when entering the bus stand space and handle the additional buses at a substitute, allocated departure stand where other contractual partners of the Company will not be affected.
9. To ensure that departures of bus lines are made from departure stands by the deadline agreed with the Company and, for public scheduled transport services, at the time set by an approved timetable. A clock on the premises of AN Prague, Florenc or AS Holešovice, or if these are defective the watch of the responsible employee of the Company's transport division, will be decisive for assessing the timeliness of a departure.
10. To respect the provisions of the generally binding legislation when using bus stands operated by the Company and act in a way so that the Company does not incur damage. The Carrier must properly advise all those who, with the Carrier's consent and knowledge, arrange actual operations on a bus line of the Carrier.
11. To use the arrival stands designated by the Company only for passengers alighting and unloading their luggage from a bus on a bus line for which the arrival stand is designated by the Company, unless the contract expressly states otherwise.
12. To use the departure stands designated by the Company only for passengers embarking and loading their luggage on a bus on a bus line for which the departure stand is designated by the Company, unless the contract expressly states otherwise.
13. Not to influence the embarking of passengers on vehicles of other carriers drawn up to a departure stand allocated by the Company for handling services operated by another carrier in accordance with the approved time table or allow its employees to do so or provide any information about the operation of another carrier's line.
14. To bind its employees to comply with the ban on smoking throughout the premises of AN Florenc and AS Holešovice outside the reserved space.
15. To supply the Company with current contact details without undue delay.

#### **IV. Changes in Operating the Carrier's Bus Line, Starting New Bus Line Operations of the Carrier**

1. The Carrier will discuss the extent of alterations of the use of bus stands with the Company before the date of changing the operation of a bus line or before the date of starting a new bus line.
2. The Carrier must hand over to the Company all data about the bus lines of the Carrier by the dates, to the extent, in the quantity and in the form stipulated by the Company. Unless the Contracting Parties agree otherwise, the Carrier will hand over these materials in electronic form in the data format stipulated by the Company. The Carrier undertakes to accept this form as binding.
3. The Carrier must submit a request for the opinion of the Company on a draft timetable or amendments to it in a form corresponding to the Road Transport Act and the relevant decrees. The written request of the Carrier must include a description of the proposed change signed by a person authorised to act on the Carrier's behalf or represent it.
4. In the opinion described in Section 3 of this article the Company will determine the dates, quantities and form of providing data and materials about the discussed change in the scope of the Carrier's bus line operations.
5. The Company will include discussed and approved changes in the Carrier's operation of a bus line in the information system from the date agreed between the parties.
6. If the Company cannot proceed in accordance with par. 4 of Article IV of the Terms and Conditions because the Carrier does not carry out its duties according to par. 1-3 of Article IV of the Terms and Conditions, , then:
  - a) The Company does not guarantee to include these operational changes, or handle a service from the requested or previously allocated stand or include data about the Carrier's new bus line in the information system by the date requested by the Carrier;
  - b) The Company reserves the right to change the date of allocating a bus stand, or allocating a provisional bus stand so that late-discussed alterations to the operation of a bus line does not affect other Carriers.
7. Passengers' information about extraordinary, mutually agreed measures related to a Carrier's bus line will be arranged by the Company if the Carrier supplies the complete necessary materials on time, by the deadline and in a form agreed during discussions on altering operations on the Carrier's bus line or by the deadline agreed in writing for the start of a new bus line of the Carrier.

#### **V. Contractual Penalty**

1. If the Company finds an oil leak or of other substances harming the environment from buses used by the Carrier to operate bus lines, including drainage from the vehicles' chemical toilets, it is entitled to charge the Carrier a contractual penalty in accordance with the Company's current price list for each breach of this duty. Claiming a contractual penalty will not affect the Company's right to compensation for a breach of the relevant duty.

A list specifying the registration number of the relevant vehicle, as well as the date and time will be attached to the account statement for contractual penalties.
2. If the Company finds the Carrier has breached Article III, par. 9, of the Terms and Conditions by more than 2 minutes after the scheduled departure of a service, the Company will treat this as the entry of an extraordinary service subject to a charge in accordance with the Company's current price list in the relevant price category. If the delay affects another Carrier departing from the same stand drawing up and therefore is a breach of the duties of the Company to the other Carrier that is not its fault, the Company is entitled, in addition to charging for the entry of an extraordinary service, to a contractual penalty in accordance with the valid price list of the

Company for each case where, because of the late departure, another vehicle was prevented from drawing up.

An appendix to an account statement will specify the registration number of the vehicle, the line and service number, as well as the date and time by which a departure time was not complied with.

3. If the Carrier repeatedly breaches Article III, par. 9 of the Terms and Conditions by more than 2 minutes after the scheduled departure of a service, more than three times in a monitored period (over 12 months), the Company will treat this as the entry of an extraordinary service that is subject to a charge in accordance with the Company's valid price list in the relevant category and also a contractual penalty for each case in accordance with the Company's current price list.

An appendix to an account statement will specify the registration number of the vehicle, the line and service number, as well as the date and time by which a departure time was not complied with.

4. If the Carrier breaches Article III, par. 13 of the Terms and Conditions the Company will invoice the Carrier a contractual penalty in accordance with the Company's current price list for each case it finds. Claiming a contractual penalty will not affect the Company's right to compensation for a breach of the relevant duty (e.g. terminating the contract's validity or a limiting the operations of a competing carrier).

An appendix to an account statement for contractual penalties will specify the numbers of lines and services giving the date and time when passengers were influenced without authorisation.

5. The Company is entitled to charge the Carrier a contractual penalty for non-compliance with par. 2 of Article III of the Terms and Conditions in accordance with the Company's current price list for all unrealised services on a line, in cases where the Carrier does not provide a service due to the intentional handling of passengers near to AN Florenc (embarkation/alighting of passengers). At least one such instance will be regarded as a proven breach of par. 2 of Article III of the General Terms and Conditions. This excludes unrealised services properly notified by the Carrier, due to a technical defect or bad weather.

An appendix to an account statement will specify unrealised services in the Carrier's timetable for the period in question.

6. If a service on the Carrier's bus line is delayed compared to the valid approved timetable, or the Carrier's bus line is unable to leave the Company's premises because the Carrier's vehicle's driver does not have a chip card proving authorisation to enter or the necessary cash to pay the entry price according to the price category of the Company's current price list, including the cash surcharge, the Carrier is fully liable for all the consequences of this interference to carrying people on a bus line operated by the Carrier and on lines of affected carriers.

7. Contractual penalties are payable through invoices issued by the Company within 14 days, in cash at the Company's cash desk or by a transfer to the Company's bank account.

## **VI. Chip Card**

1. A chip card identifying the Carrier at the entry dispatch office and subsequently proving entry authorisation is valuable. The card must not be distributed or physically damaged in any way without the Company's knowledge. The carrier must take all necessary measures to prevent the abuse or damage of a chip card.
2. A chip card is used by the Carrier to draw services of the Company up to the amount deposited in the Company's account, including paying any contractual penalties charged according to the General Terms and Conditions and the Company's current price list.

3. Chip cards are only issued by an authorised person at the Company's registered office to a person authorised by the Carrier through the Carrier's written request. The chip card numbers issued depends on the type of carriage of the Carrier and the number of services at AN Florenc.
4. By accepting a chip card the Carrier has the right to use the chip card in accordance with the General Terms and Conditions and TOR. After terminating the authorisation, usually the limitation or end of the Carrier's activities, the Carrier must return unused and, if activities are terminated, all chip cards without undue delay in person to the Company's registered office. If the Carrier does not hand over the chip cards within 5 business days of the end of activities, it will pay a charge for deactivating a chip card in accordance with the Company's price list for each chip card not returned. The Carrier is fully liable for the misuse of non-returned chip cards.
5. If the loss or theft of a card, or the risk it will be misused occurs the Carrier must promptly inform the Company of this and proceed in accordance with the TOR.
6. The Company gives the Carrier information about each use of a chip card on the web application on [www.florenc.cz](http://www.florenc.cz), including the current amount of the deposit. The recorded data is used for invoicing.
7. The Company is entitled to change, suspend, cancel or add any services of a chip card at any time.

## **VII. Price of Services and Payment**

1. The Company's price for services to the Carrier for using the bus stands is set out in the Company's current price list. The Company is entitled to unilaterally amend the Price List at any time.
2. The Carrier can use the services through a chip card after a deposit is credited to the Company's account or a deposit is paid in cash at the Company's registered office of least the price of the service. A deposit will be considered credited when it is credited to the Company's account.
3. A vehicle's authorisation to use a bus stand is proved by a person (driver) who, with the consent and knowledge of the Carrier, arranges the actual operation of a bus line of the Carrier by putting a chip card into a reader as specified in the TOR.
4. If the driver cannot, when arranging the departure or arrival of the Carrier's bus line prove his authorisation to use a bus stand in the appropriate way, the Company is entitled to a cash payment for entry corresponding to the price category in accordance with the Company's current price list, including a cash surcharge, at the dispatch office at the entrance to AN Florenc or AS Holešovice. The employee on duty at the dispatch office at the entrance to AN Florenc/AS Holešovice will issue a cash tax document for the payment.
5. The Company is entitled to a cash surcharge in accordance with its current price list when a vehicle enters the bus stand space, for handling a departure or arrival of a Carrier's bus line (additional service, service outside the timetable, etc.) for a not discussed and not approved payment set by the Company's current price list, as when dealing with an ordinary service, including a payment for entry without a chip card. The Carrier must advise all those who, with the Carrier's consent and knowledge, arrange actual operations on a bus line of the Carrier. The employee on duty at the dispatch office at the entrance to AN Florenc or the supervisor at AS Holešovice will issue a cash tax document for a cash payment.
6. In return for altering the data in the information system when a new line is introduced or changing the times of departures, arrivals or the extent of a bus line's operations on Company premises:
  - a) Discussed in accordance with Article IV, par. 1 to 4 of these Terms and Conditions, provided the delivery dates of materials agreed with the Company are complied with, the Company will not charge;

- b) Discussed in accordance with Article IV, par. 1 to 4 of these Terms and Conditions, if the delivery dates of materials agreed with the Company **are not complied with**, the Company is entitled to charge for one date change on one bus line of the Carrier for a service provided by a shortened deadline a one-off charge in accordance with the Company's current price list, these charges are payable through invoices issued by the Company within 14 days, in cash at the Company's cash desk or by a transfer to the Company's bank account;
  - c) If the Company is informed by the Carrier no later than **5 business days before the day** the change takes place or is not informed at all, the Company is entitled to charge for one date change on one bus line of the Carrier for a service provided by a shortened deadline a one-off charge in accordance with the Company's current price list, these charges are payable through invoices issued by the Company within 14 days, in cash at the Company's cash desk or by a transfer to the Company's bank account.
7. All financial amounts received from the Carrier at the Company's cash desk or paid by the Carrier into the Company's bank account will be deducted from contractual penalties and charges invoiced in accordance with these General Terms and Conditions, the TOR and the Company's current price list, if payments are made to the Company's bank account regardless of the variable symbol or other designation of the payment.
8. The invoice period is one calendar month.

#### **VIII. Joint Provisions**

1. If damage occurs as a consequence of a wilful breach of the duties arising from a contractual relationship or set by the generally binding legislation, the injured party is entitled to compensation for the damage caused.
2. If the Carrier intentionally breaches Article III, par. 9, and the sanctions in accordance with Article V, par. 2 and 3 of the Terms and Conditions does not improve this, the Company is unilaterally entitled to change the stand of a line the services of which are affected by the breach. The Company must notify the Carrier of the change of stand no later than 10 days before the change comes into effect.
3. Claims of the Carrier and passengers arising from carriage by the Carrier's bus lines will be resolved in accordance with the Road Transport Act.
4. The parties will settle all obligations to each other within 15 days of the termination of the Contract.
5. These General Terms and Conditions for the Use of Bus Stands become valid on the day they are issued, and come into effect on 1 January 2012.

In Prague on 1 December 2016

Ing. Pavel Vráblík  
Company Director General

