

General conditions of Carriage

Version: 09/08/2024

Use of these conditions :

These Conditions of Carriage apply to the transport of passengers by SLA. s.a., a public limited company ("société anonyme") incorporated under the laws of Luxembourg, having its registered office at 4, rue Laangwiss, L-4940 Bascharage, Grand Duchy of Luxembourg and registered in the Luxembourg Trade and Companies Register under number B49878 (hereinafter also: "SLA").

The vehicles are reserved for passenger transport.

These General Terms and Conditions of Carriage (hereinafter "GTC") apply to products published on the LetzRide Application.

SLA reserves the right to modify these general conditions of carriage at any time by publishing a new version on the LetzRide Application (hereinafter "the Application"). The general terms and conditions of carriage are those in force on the date the booking is validated.

By ticking the box relating to these general terms and conditions of carriage during the application registration process, the customer unreservedly accepts these general terms and conditions of carriage in their entirety.

1 Definitions

Application: refers to LetzRide's central reservation system in the form of a technological intermediation platform for requesting and receiving Services.

Customer: natural person wishing to use the Services.

Services: organisation and provision of TCOD booking services via the mobile application on behalf of Independent Operators.

Independent operator : SLA independent company providing transport services.

LetzRide: brand managed by IT2GO s.a., (hereinafter IT2GO) a public limited company under Luxembourg law, whose registered office is at 4, rue Belair, L-4514 Differdange, Grand Duchy of Luxembourg and which is registered with the Luxembourg Trade and Companies Register under number B256656.

Journey: transport service provided by an Independent Operator at the request of a Customer, consisting of transporting the Customer from an address of departure to an address of arrival, booked in advance via the Application.

TCOD: On-demand collective transport is a public transport system that uses shared vehicles. Passengers book or request the service on-demand, but may be asked to share the vehicle with other people with

similar or integrated itineraries insofar as they make it possible to reach the respective destinations according to the departure time requested by the Customer.

Vehicle: a passenger car with at least four and no more than eight seats, excluding the driver's seat, intended for the occasional paid carriage of passengers by road.

Passenger: beneficiary of the Journey

2 Transport request

2.1 If the Customer/passenger reads these GTC, it is because he/she has chosen collective transport on-demand. In this case, he/she acknowledges and accepts to waive article 56 bis of the Arrêté Grand-Ducal of 23 November 1955 regulating traffic on all public roads so that the journey may be less than 1 hour.

Furthermore, the Customer/Passenger acknowledges and accepts that the route may not be the most direct.

2.2 The right to transport applies as soon as a transport contract has been validly concluded via the Application.

2.3 The booking confirmation as obtained on the Application and in accordance with LetzRide's general terms and conditions authorises the passenger to travel only between the place of departure and the place of arrival indicated on the ticket. The Customer/passenger confirms that he/she accepts and wishes the journey not to be the most direct.

2.4 Reservations on board a vehicle are not permitted.

3 Tickets and transport charges

3.1 Payment of the fare is due in exchange for transport. The Application issues tickets for this purpose. A ticket consists of the printed or electronic (PDF file) booking confirmation and a valid official identity document with a photo of the passenger. In addition, and in accordance with article 56 bis of the Arrêté Grand-Ducal of 23 November 1955 regulating traffic on all public roads, the ticket issued must state that the journey takes at least 1 hour.

A ticket is generated for each passenger and each journey. Connections with transfers (connections) are considered as a single journey.

The passenger's surname, first name and, if applicable, minimum age must be provided at the time of booking. The passenger's name is compared with the list of reservations displayed on the vehicle driver's mobile phone, which includes current reservations, to determine whether the passenger can board the vehicle.

3.2 Passengers must make a reservation before departure. Passengers may only board the vehicle's passenger area with a valid reservation confirmation.

3.3 Each passenger with a valid ticket is entitled to a seat. A choice of free seats is available on board. Passengers travelling with children and people with reduced mobility are given preference in their choice of seat.

3.4 All the Services offered on the Application are not subject to the right of withdrawal in distance selling.

Consequently, journeys and options ordered on the Application are subject exclusively to the cancellation and modification conditions set out in LetzRide's and SLA's respective General Terms and Conditions.

4 Reservation cancellation

A reservation is cancelled when SLA is unable to find the Customer or Passenger(s) at the designated pick-up location and at the estimated pick-up time via the Application and is unable to contact them to ask for further instructions using the contact number provided within a short and reasonable period of time, so as not to compromise the pick-up of other passengers.

Cancellation of a reservation entitles the holder to a partial refund as specified in the general terms and conditions of the Application.

5 Timetables

5.1 Timetables and fares are not binding. SLA reserves the right to modify the timetables, routes and fares previously offered for valid reasons, in particular when these modifications result from a decision by the competent authorities. If these changes occur after a reservation has been made by the Customer, the Customer may either keep his/her ticket and accept the changes, or request the cancellation of his/her ticket and obtain a refund of the ticket price.

In the event of cancellation or delayed arrival at the pick-up point, passengers are informed as soon as possible and, in any event, as soon as this information is available. Depending on the case, this information may be communicated by telephone call, notification in the application or an update of the estimated time of arrival in the Application.

5.2 Changes to timetables which take effect after the contract has been concluded and for which the transport company is not responsible (for example, the long-term consequences of natural disasters or permanent building sites) do not entitle passengers to compensation.

5.3 If the departure of a booked journey can be expected to be cancelled by SLA or delayed by more than 30 minutes, the Customer will be reimbursed in accordance with the terms and conditions set out in the general conditions of the Application. In addition, in the event of a delay, the Customer may still be taken to the destination.

5.4. The Customer acknowledges and accepts that the journey to his/her destination may vary, thus implying a variation in journey time. During the booking process, the Customer indicates his/her desired pick-up time and the Application will provide a pick-up time as well as an arrival time within a time range.

The Customer acknowledges and accepts that the SLA vehicle is subject to fluctuations due to traffic and weather conditions. The Customer is therefore invited to consult the Application, which will give the location of the vehicle when it is approaching and the estimated pick-up time. It is the Customer's responsibility to be ready to leave the pick-up location when the vehicle arrives, at the time indicated in the Application. Once at the pick-up location, the vehicle will wait 5 minutes for off-airport addresses and 2 minutes for airport addresses before leaving. The absence of the Customer or passenger(s) from the pick-up location may hinder SLA's ability to provide the service and may result in the cancellation of the ticket at the Customer's expense.

The Customer is made aware that the transport service offered is private collective transport, with no pre-established route. It may therefore take longer as Customers wait for other passengers to embark or disembark. As well as being influenced by the other passengers sharing the journey, journey times are affected by geography, weather, time of day and traffic conditions. Due to these variables, IT2GO and SLA cannot provide an exact journey time.

Additional stops or different drop-off or pick-up points are prohibited.

If the Customer makes a reservation from the airport, this does not mean that a vehicle will be waiting on arrival. For security reasons, most airports do not allow Independent Operators to line up vehicles on the pavement. However, Independent Operators do have vehicles waiting nearby in a "holding area" close to the airport, just a few minutes away. In addition, a replacement vehicle or vehicle is not always available, as in a given area or at a given time there is not an unlimited number of vehicles to meet customer demand, so a customer may experience a delay compared to the scheduled booking.

6 Start

6.1 It is the responsibility of the customer/passenger to arrive at the meeting point early or on time.

6.2 If the Passengers are not present at the place of departure for the journey booked and at the scheduled time, the Driver has the right to leave and the Passengers will be in a no-show situation. This no-show allows only a partial refund or no refund at all, depending on the initial amount of the reservation.

6.3 If passengers are informed of a delay by notification, update of the Application, SMS, e-mail or any other written form, the passenger is invited to attend the new time that will be communicated to him/her. Failing this, the right to transport will be cancelled and the passenger refunded in accordance with the conditions set out in the general conditions of the Application.

6.4 The passenger's name will be compared with the list of reservations displayed on the driver's mobile phone, based on the reservations, to determine whether the passenger can board the vehicle.

7 Safety

The maximum number of people that can be carried must not exceed the number shown on the vehicle registration document.

The Independent Operator is responsible for the safety of the transport, including each time passengers get on or off the vehicle.

The driver will take the necessary measures to ensure safety and, if necessary, give Passengers instructions that they must follow.

Stopping times are left to the initiative of the Independent Operator or the driver to meet safety requirements and compliance with social legislation on driving times and rest periods for drivers, or to meet other needs.

Unless otherwise stipulated in the Highway Code, seat belts must be worn by all passengers, adults and children alike.

If the vehicle is so equipped, the tilting seat, known as the passenger seat, is intended only for a driver or crew member.

Children over the age of 4 and up to 150 cm tall must be transported in a special restraint system (child seat or booster seat). If they weigh more than 36 kg, the special restraint system is no longer necessary.

- Child seats and booster seats are provided by the parents.

Drivers must park their vehicles in such a way that passengers do not have to cross the road.

Unless legally exempted, the transport of dangerous goods in vehicles is prohibited. If an exemption applies, the beneficiary must inform LetzRide at the time of booking.

8 Health measures

SLA and its driver ensure compliance with legal health measures and restrictions.

Failure to comply with these measures may result in the refusal of transport by SLA or its driver.

If the law or the authorities require other health conditions to be met for domestic or border transport, for example proof of COVID vaccination or other officially approved certification, the passenger undertakes to meet them. Passengers who do not provide sufficient proof that they meet the respective current requirements may be refused access to the journey. In this case, they are not entitled to alternative transport or a full refund of their booking.

9 General obligations of passengers

9.1 The instructions of the drivers and attendants must be followed.

9.2 Staff assigned to driving and travelling are authorised to exclude any person who is clearly under the influence of alcohol or drugs. The same applies to passengers who jeopardise the safety of other passengers or considerably disturb their well-being. In such cases, passengers have no right to a replacement means of transport or a refund of their booking.

9.3 Smoking is not permitted in the vehicle. This prohibition also applies to electronic cigarettes.

9.4 Passengers must be held responsible for any damage (including major soiling) caused to the vehicle, deliberately.

9.5 The contract of carriage may be cancelled without notice if a passenger behaves inappropriately, despite a (verbal) warning. This is the case if the passenger does not comply with safety instructions. In this case, the driver is authorised to remove the passenger from the bus; no refund is due.

9.6 During breaks/stops or police/customs checks, passengers must leave the vehicle at the request of the driving or accompanying staff.

10 Children and minors

Minors under the age of 16 must be accompanied by a passenger aged 16 or over.

11 Passengers with disabilities or reduced mobility

11.1. SLA may refuse to accept a person on board the vehicle on the grounds of that person's disability or reduced mobility,

a) to comply with applicable safety requirements established by provisions of international law, Union law or national law, or to comply with health and safety requirements established by the competent authorities ;

b) where the design of the vehicle or infrastructure makes it physically impossible to embark, disembark or transport the disabled person or person with reduced mobility in a safe and operationally feasible manner.

11.2. The vehicles are only fitted with standard seats. Because of these specific features, the carriage of disabled persons or persons with reduced mobility is currently only possible if these persons are able to board the vehicle without the assistance of the driver in the case of TCODs. Passengers may ask to be accompanied by a person of their choice capable of providing the necessary assistance to the disabled person or person with reduced mobility.

The passenger concerned will be informed immediately of the reasons for the refusal to carry and, if he or she so requests, will be informed in writing within five working days of receipt of the request.

If the boarding of a disabled person or a person with reduced mobility has been verified, and a ticket issued, and that person is nevertheless denied boarding, the passenger and the person accompanying him or her are entitled to reimbursement of the price of the journey.

11.3 Transport of wheelchairs or other means of locomotion

Passengers with disabilities or reduced mobility are informed that the vehicles provided for the Journey do not have the necessary safety conditions for their transport or for the transport of wheelchairs.

12 Seat reservations

It is not possible to reserve specific seats.

However, in the event of a specific situation, SLA will make its best efforts to allow any necessary regrouping.

13 Luggage transport

13.1 Luggage:

The carriage of baggage included in the price of the reservation is limited to one free item of baggage per passenger, with a maximum size of 80 x 50 x 30 cm. Slightly different dimensions are permitted if the sum of the height, length and width of the baggage does not exceed 160 cm. Each passenger may take one piece of baggage weighing up to 23 kg free of charge. Luggage includes suitcases and bags. The transport of a hiking rucksack is an exception.

On some of our itineraries, there may be exceptions to the baggage policy. These may be indicated during the booking process and on your ticket.

13.2. Hand luggage :

Carriage of hand baggage is free, but limited to one item per passenger, with a maximum size of 42 x 30 x 18 cm and a maximum weight of 7 kg.

Passengers are required to store and supervise hand luggage in such a way as not to compromise the safety of the carriage or disturb other passengers. In principle, hand luggage must be stored in the luggage racks available or placed under the seats in front of the passengers.

Hand luggage and its contents are the responsibility of passengers throughout the journey and must be supervised accordingly. In the event of unauthorised access by a third party, the driver must be informed immediately. Passengers are required to check their hand luggage and its completeness before the end of the journey.

Assistance with loading/unloading luggage is only provided by the vehicle driver in exceptional cases and does not constitute a right.

14 Special luggage

14.1 All objects whose dimensions exceed those applicable to baggage are considered as special baggage.

Special luggage is not permitted in the vehicles.

14.2 Musical instruments :

If the instrument in question (including its case) does not exceed the maximum dimensions of hand luggage, it may be transported free of charge instead of hand luggage.

If the instrument concerned (including its case) exceeds the maximum dimensions of hand luggage, it may be transported free of charge in place of the luggage with the prior agreement of SLA and/or its Driver.

In any event, neither SLA nor IT2Go accepts any responsibility for the loss, theft, breakage or damage of the instrument during the journey.

Musical instruments with cases measuring more than 135 x 48 x 35 cm will not be transported.

14.3 Valuables and electronic equipment :

Valuables and fragile objects must be carried in hand baggage and not in normal luggage, and are subject to passengers' duty of care.

If passengers nevertheless decide to place valuables in their normal baggage, they will be liable for the consequences if these items are damaged.

14.4 Pushchair :

Pushchairs may be carried (max. 1 pushchair per passenger). Pushchairs must be foldable. Non-foldable pushchairs will not be transported.

Pushchairs are transported free of charge.

14.5 Electric bikes and scooters :

In principle, bicycles and electric scooters cannot be transported in vehicles.

15 Luggage liability - lost and founds

Customers are responsible for their own luggage and any items placed by them in the vehicle. Neither IT2GO nor the Independent Operators assume any liability for damage to, loss or theft of such property and will not be liable for any loss suffered, including, but not limited to, loss of future profits, potential revenue and additional expenses or losses incurred as a result of lost or stolen luggage or personal property. IT2GO and the Independent Operators are also not responsible for lost items left in the vehicle by a Customer. However, the Independent Operators wish to help Customers find lost objects wherever possible. In the event of the loss of an object, the Customer immediately contacts IT2GO via the

Application. The return of forgotten or found objects may involve delivery and/or shipping costs for the recipient.

16 Animal transport

Dogs and other animals may be transported provided they are kept in a pet carrier measuring no more than 80 x 50 x 50 cm. An exception applies to the transport of guide dogs for the blind, which do not need to be kept in a pet carrier.

17 Route modification

Changing the route or turning the vehicle around because of an oversight is not permitted on the service.

18 Liability

18.1 SLA may only be held liable, except in the event of death, personal injury or damage to health, if its main contractual obligations have been breached, or in the event of intentional acts or serious negligence on its part.

18.2 In the event of liability on the part of SLA, compensation shall not cover collateral damage, except in the event of intentional acts or gross negligence on the part of SLA or unless such damage consists of fatal injury, bodily injury or damage to health.

18.3 The liability and rate of compensation for damage to Baggage shall be limited and excluded as follows:

18.3.1 In the event of damage to Luggage resulting from an accident involving the vehicle or loss of Luggage for the same reason, the maximum compensation payable by SLA for any justified damage for which it is held liable is limited to the sum of €150 per unit of Luggage, except in the event of gross negligence.

18.3.2 All liability is excluded in the event of loss of baggage unrelated to an accident involving the bus, in addition to the mixing up or theft of baggage, except in the event of a deliberate act or gross negligence on the part of the carrier.

18.3.3 Liability for present or future damage resulting from the poor organisation of the passenger's Baggage is excluded, except in the case of deliberate act or gross negligence on the part of the carrier.

18.4 The amount of compensation in the event of damage to a wheelchair or other mobility equipment or assistive devices is always equal to the replacement value or repair cost of the lost or damaged equipment. In this case, every effort will be made to replace, at least temporarily, this type of equipment with other equipment that has the same technical and functional characteristics as the lost or damaged mobility equipment.

18.5 For all other material damage, which is not damage to luggage resulting from an accident or damage to wheelchairs and other mobility equipment or to functional appliances and accessories, the amount of compensation is limited to EUR 500, unless the material damage is based on premeditation or gross negligence.

18.6 The limitations and exclusions of liability do not apply to liability prescribed by law without fault or if no no-fault guarantee has been assumed in individual cases.

19 Force majeure

SLA and/or the Customer will not be held liable for damages of any kind if they are due to force majeure or to the acts of a third party presenting the characteristics of force majeure, or to additional difficulties, dangers or significant hindrances resulting from unforeseeable events, such as epidemics or pandemics, war, acts of war, hostilities, riots or civil war, terrorist attacks, arrests, seizures, hindrances by public authorities or other persons, roadblocks, quarantine measures and strikes not attributable to SLA, as well as the exclusion or concerted stoppage of work or in the event of hindrances, risks or obstacles caused by a third party.

SLA has the right to terminate the contract before the start of the transport if exceptional circumstances, for which the company cannot be held responsible, make it impossible to carry out the service. In this case, the client is entitled to a refund of the price paid.

SLA may terminate the contract without compensation after collection if the service can no longer be provided due to force majeure or major difficulties, dangers or hindrances due to unforeseeable events, such as for example: epidemics or pandemics, war, acts of war, hostilities, riots or civil war, terrorist attacks, arrests, confiscations, hindrances by public or other authorities, roadblocks, quarantine measures as well as strikes not attributable to SLA, exclusion or concerted cessation of work or in the event of hindrances, risks or impediments due to the customer.

In the event of cancellation due to force majeure, serious danger or hindrance, SLA is obliged to ensure the return of the passenger(s) to their point of departure and at their request; this right to return is limited to the means of transport agreed in the booking. Any additional costs relating to the return due to extraordinary cancellation shall be borne by the customer.

20 Protection of personal data

IT2GO and SLA (hereinafter "The Companies", "We"), process your personal data such as your surname, first name, email address, telephone number or any other data you have provided via the "LetzRide" platform, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation - GDPR).

Your data is used and processed for the purposes of managing your customer account, monitoring the services we provide to you, managing and monitoring complaints, carrying out statistical analyses in order

to improve services, and sending you commercial communications by email or post, where you have consented to the latter.

Your data will be processed for the duration of the commercial relationship plus any applicable statutory periods.

You have the right at any time to ask us to access, rectify, delete or port your personal data, to request that it be limited or to object to the processing of your personal data. You can exercise these rights by sending a letter to the following address gopr@letzride.lu, providing you can prove your identity.

You also have the right to lodge a complaint with the CNPD, the competent supervisory authority, by post at the following address: CNPD 15 Bd du Jazz, 4370 Esch-sur-Alzette; or online at: <https://cnpd.public.lu/fr.html>

21 Claims - Mediation - Applicable law and competent courts

21.1 For any question or complaint, SLA invites customers to send their request in priority to IT2GO at the following address: claim@letzride.lu or by registered letter with acknowledgement of receipt

Any complaint relating to the reservation, performance or consequences of the service must be made by the customer within one (1) month of the date on which the service was due to be performed or was performed.

Notwithstanding mandatory legal provisions, the Customer is no longer entitled to lodge a complaint after the expiry of this period.

Within one (1) month of receipt of the complaint, SLA will inform the Customer whether its complaint has been accepted, rejected or is still under consideration. The final response must be given within a maximum of three (3) months from receipt of the complaint. Otherwise, the complaint is considered to have been rejected.

21.2 The Customer/Passenger and SLA have the possibility, for any complaint concerning the reservation, performance or consequences of the Service, duly submitted to IT2GO in accordance with article 21.1 above and which has not resulted in an amicable settlement of the dispute, to have recourse free of charge to the mediation procedure provided for by the Luxembourg Consumer Code (articles L.421-1 to L.422-9), provided that the complaint has been lodged with the consumer mediator (e.g. Service national de la consommation, 6, rue du Palais de Justice à L- 1841 Luxembourg; info@mediateurconsommation.lu) within a period of one (1) year from the date on which the Customer/Passenger lodged his/her complaint with IT2GO in accordance with article 24.1 above. IT2GO may offer the Customer/Passenger a mediation platform without this being binding on him/her. The Customer/Passenger can contact the European platform for resolving consumer disputes by clicking on the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

The parties remain free to terminate the mediation process at any time.

In addition, the Act of 27 April 2015 establishing the system of penalties applicable in the event of failure to comply with the provisions of Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport applies.

21.3 Any dispute which is not settled in accordance with the procedure described above shall fall within the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg, unless otherwise provided by mandatory provision, and this irrespective of the plurality of defendants and/or the exercise of rights, including for emergency proceedings or proceedings in summary proceedings or by petition.

21.4 These GTC and the contracts concluded are subject to Luxembourg law.