

PolskiBus.com Terms and Conditions

Souter Holdings Poland Terms & Conditions for transporting people and luggage

These Terms & Conditions apply from 5th April 2017. Legal relationships that arose prior to this date are covered by the previous Terms & Conditions.

§1 General Provisions

1.1 These terms & conditions (the "Terms & Conditions") set out the conditions for providing services to travellers and for boarding and transporting individuals and luggage in accordance with article 4 of the Transport Act of 15 November 1984 (unified text Journal of Laws from 2015, item 915); (the "Transport Act"). These Terms and Conditions are governed by Polish law.

1.2 The Terms & Conditions apply to the domestic and international transport of passengers by licensed coaches of Souter Holdings Poland sp. z o.o., BTD Office Centre, Al. Niepodległości 18, 7th floor, 02-653 Warszawa, entered in the business register kept by the District Court in Warsaw, 12th Commercial Department, under number KRS 0000335505, tax identification number [NIP] 5252461571.

1.3 The following terms used in the Terms & Conditions have the following meanings:

- a) Carrier – Souter Holdings Poland sp. z o.o. transporting Passengers on domestic and international routes;
- b) Booking Fee – an administrative fee of PLN 1 for issuing one Electronic Ticket;
- c) Passenger – an individual using the transport services provided by the Carrier, holding a valid Ticket;
- d) Luggage – movables taken by the Passenger onto the coach; Luggage may comprise one piece of main Luggage and one piece of hand Luggage referred to in point 4 hereof;
- e) Ticket – a document entitling the holder to use the transport services provided by the Carrier in the form of:
 - (i) Electronic Ticket – sold via the Carrier's Website or the Agent's Website and sent to the purchaser by email in the form of an Electronic Invoice as defined in point g; an Electronic Ticket may also be purchased in Sales Points run by an Agent which, using the Carrier's Website fulfils Electronic Ticket purchase instructions submitted by Passengers (purchasers of Electronic Tickets); an Electronic Ticket may also be a Concessionary Ticket as defined in point f below),
 - or
 - (ii) Traditional Ticket – sold in Sales Points; a Traditional Ticket is an invoice as defined in Art. 2(31) of the VAT Act of 11 March 2004 (uniform text, Journal of Laws of 2011 no. 177, item 1054 as amended)(the "VAT Act") in conjunction with § 3 of the Minister of Finance regulation on issuing invoices of 3 December 2013 (Journal of Laws of 2013, item 1485) (the "Regulation") (a Traditional Ticket may also be a Concessionary Ticket as defined in point f) below).
- f) Concessionary Ticket – a Ticket entitling the holder to concessionary travel in accordance with the Act on Concessionary Travel on Public Transport of 20 June 1992 (uniform text Journal of Laws of 2013, item 1138 as amended) or other applicable regulations;
- g) Electronic Invoice – a ticket is deemed to be an invoice pursuant to Art. 2(31) and (32) of the VAT Act in conjunction with § 3 of the Regulation delivered in accordance with the rules on delivering invoices by email;
- h) Trip – journey at a specified time from a specified place to a specified destination;
- i) Fare – price of the Ticket for the Trip, shown on the Ticket, applicable at the time the Ticket is purchased;
- j) Total Ticket Price – the sum of the Fare and the Booking Fee and the Premium Seat Fee (if applicable) constituting the due amount for transport as defined in the Transport Law;
- k) Disabled Person – a person who has difficulties moving and uses a wheelchair or similar device and needs this device during the Trip;
- l) Transport Agreement – an agreement concluded between the Carrier and the Passenger based on a Ticket, under which the Carrier agrees to transport the Passenger and Luggage for a fee from a given place to the destination indicated on the Ticket, on the conditions set out in the Terms & Conditions;
- m) Carrier's Website – the carrier's website www.polskibus.com on which Electronic Tickets can be purchased;

- n) Agent's Website – a website run by an Agent on which Electronic Tickets can be purchased;
 - o) Manage My Booking System – a function available on the Carrier's Website enabling Electronic Tickets to be changed or cancelled.
 - p) Agent – an entity selling Tickets under an agreement concluded with the Carrier, in its own Sales Point or via the Agent's Website; an Agent may charge commission for selling Tickets pursuant to the Agreement concluded with the Carrier;
 - q) Sales Point – an authorised point that sells Tickets, belonging to the Carrier's distribution chain or to an Agent.
 - r) Premium Seat – seat offering additional conveniences in comparison with standard seats, e.g. extra leg space, better view through the front windshield, a table.
 - s) Premium Seat Fee – additional fee of PLN 5 charged to passengers for a Premium Seat.
- 1.4 The Terms & Conditions currently in force are published at www.polskibus.com.

§2 The Carrier

2.1 The Carrier is obliged to:

- a) transport the Passenger and the Luggage on the route shown on the Ticket,
- b) provide Passengers with safe and sanitary conditions, comfort and appropriate services during journeys.

2.2 The Carrier may outsource the services to other carriers.

2.3 The Carrier reserves the right to refuse to let a Passenger board or to continue his/her Trip if the Passenger:

- a) does not comply with the conditions of the Transport Agreement or the Terms & Conditions;
- b) is in a condition or behaves in a manner which could pose a danger to the safety or comfort of other passengers; in particular, the Carrier may refuse to let a Passenger board or to continue his/her Trip if he/she behaves in a manner that disturbs public order or he/she is aggressive or abusive;
- c) does not have or refuses to show the legally required travel documents, including – on international trips – documents required to cross borders, or does not comply with the relevant customs or visa regulations or is not legally allowed to enter a country by immigration authorities.

§3 Passenger

3.1 The Passenger is obliged to:

- a) have and show to the coach crew a valid Ticket (an Electronic Ticket can be shown in printed form or on the screen of a mobile electronic device) and, on international trips, the document required to cross a border;
- b) show the coach crew a valid document confirming the passenger's eligibility for concessionary travel if the passenger has a Concessionary Ticket;
- c) put any Luggage which is not hand Luggage in the luggage compartment;
- d) comply with the Terms & Conditions.

3.2 If a coach is furnished with seat belts, Passengers are obliged to fasten them and use them in accordance with their purpose.

3.3 If a coach is furnished with seat belts, children under 12 years old and less than 150 cm tall will be carried in a child safety seat or other device for carrying children corresponding to the child's weight and height and to technical conditions. A parent or guardian travelling with the child is obliged to provide the child safety seat. Children should be seated in a secured child safety seat throughout the journey. Holding children in your arms or on your lap during transport is prohibited.

3.4 Smoking (including electronic cigarettes (e-cigarettes) and consuming alcohol or any psychoactive substances (e.g. drugs) are prohibited on board.

3.5 Passengers are covered by the Carrier third party insurance.

3.6 Passengers with Disabilities

- a) Each coach has one place for a disabled passenger in a wheelchair.
- b) In view of the seating limit on coaches, before purchasing a Ticket a Disabled Person should contact the Carrier by telephone on the disabled persons' helpline: +48 22 417 62 26 (calls charged at standard rate).

3.7. Transportation of minors

- a) Passengers under 12 years old can only travel on the Carrier's coaches under adult supervision.
- b) Passengers aged 12 to 15 can only travel on the Carrier's coaches alone (unless the laws of the country of destination and transit countries provide otherwise) with the written consent of a parent or legal guardian given on the form available on the Carrier's website and signed by the parent or legal guardian in the presence of the coach crew when the Passenger boards.
- c) Minors over 15 years old can travel on the Carrier's coaches alone.
- d) The Carrier does not provide any care for minors, including those travelling alone. Parents or legal guardians bear full civil liability for the actions of minors.
- e) If the Carrier incurs any extra costs in transporting minors, it will seek reimbursement from the minor's parents or legal guardians.

§4 Luggage

4.1 The Passenger is allowed to take with him/her a maximum of 2 pieces of Luggage free of charge:

- a) one piece of Luggage weighing up to 20 kg to be transported in the luggage compartment ("Main Luggage"),
- b) one small piece of Luggage of a size allowing it to be easily placed under the seat or on the shelf above the Passenger's seat (the size of the luggage should not block the easy movement of other passengers) ("Hand Luggage"),
- c) sports equipment, e.g. skis, bicycles, snowboards, can also be transported provided they are packed appropriately and depending on space availability in the luggage compartment.

4.2 Each piece of Main Luggage carried in the luggage compartment is marked with a luggage band. Luggage bands are handed out by the coach crew on boarding together with a luggage receipt.

4.3 Disabled Persons' wheelchairs or similar devices are transported free of charge.

4.4 The Carrier has the right to refuse to take Luggage if the Luggage does not meet the requirements set out in the Terms & Conditions.

4.5 A member of the coach crew will hand out Luggage to persons with luggage receipts.

4.6 Money, securities and valuable items, particularly valuables, objects of scientific and artistic value and electronic equipment, can only be carried inside coaches as Hand Luggage supervised by the Passenger. The Carrier does not accept money, securities or valuable items for safekeeping.

§5 Ticket

5.1 The document authorising the holder to travel on a coach is a valid Ticket.

5.2 Tickets are non-transferable and cannot be resold.

5.3 Electronic Tickets are sold via the Carrier's Website pursuant to the Terms & Conditions for the provision of electronic services. Electronic Tickets are sold via the Agent's Website pursuant to the terms and conditions applied by the Agent and published on the Agent's Website.

5.4 A Booking Fee is charged for Electronic Tickets purchased via the Carrier's Website. Booking fees are not charged on Electronic Tickets acquired when changing a booking in accordance with point 7.2. of the Terms and Conditions.

5.5 Purchasing a Ticket is synonymous with a request for an invoice, including an Electronic Invoice as defined in applicable VAT regulations.

5.6 When purchasing a Ticket, the Passenger takes receipt of an invoice, including an Electronic Invoice as defined in applicable VAT regulations.

5.7 A Traditional Ticket or, in the case of an Electronic Ticket, a booking number or Electronic Invoice printout, must be shown to the coach crew. Passengers holding Concessionary Tickets should also show the coach crew a valid document confirming their eligibility for concessionary travel.

5.8 Seat numbers are assigned when booking, subject to point 5.9.

5.9 If a Ticket for a Trip covering more than one sections of line or a Trip carried out using more than one coach is purchased, a seat can be booked in the coach without a seat number being assigned. A passenger with a

Ticket of this type will have to give up his seat to the Passenger that was assigned the seat number and move to an empty seat.

5.10 Subject to point 5.9, Passengers can book a seat on the coach with a seat number assigned as a Premium Seat. If a Premium Seat is booked, a Premium Seat Fee is payable.

5.11 If a replacement coach without individually numbered seats or Premium Seats has to be used for a Trip, Passengers occupy any seat. In this situation, the second sentence of point 5.9 does not apply.

5.12 In the case referred to in point 5.11, the Premium Seat Fee will be reimbursed to Passengers within seven business days of the end of the Trip by bank transfer or if paid by card – to the card.

§6 Statutory Concessions

6.1 The Carrier accepts statutory concessions granted to eligible individuals under the Act on Concessionary Travel on Public Transport of 20 June 1992 (uniform text Journal of Laws of 2013, item 1138 as amended) or other applicable regulations.

6.2 Concessionary Ticket Fares are calculated on the basis of the applicable statutory concession and the base price given on the price list currently applicable to a given route.

6.3 In addition to statutory concessions, the Carrier also gives sales discounts in line with the Carrier's sales strategy. Passengers have the right to choose the type of concession, i.e. either a Concessionary Ticket or a Ticket sold at a discounted price.

6.4 The Passenger is obliged to show the coach crew a valid document confirming the passenger's eligibility for concessionary travel if the passenger has a Concessionary Ticket.

§ 7 Changes to Tickets

7.1 All changes to Electronic Tickets purchased via the Carrier's Website are subject to a handling fee of PLN 5.

7.2 To change an Electronic Ticket purchased via the Carrier's Website, the Passenger (purchaser of an Electronic Ticket) should use the Manage My Booking System available on the Carrier's Website to search the purchased Electronic Ticket in the system and change the time and date of the Trip or seat number him/herself. The Passenger may change an Electronic Ticket via the Manage My Booking System before the Trip starts, which means till the departure time according to the actual timetable.

7.3 Changes can be made to an Electronic Ticket purchased via the Carrier's Website subject to seat and date availability. Changes to an Electronic Ticket will be charged at the rates applicable at the time, at the fares for that particular trip. The Carrier does not guarantee that a suitable alternative Electronic Ticket will be available or at what Fare that alternative Electronic Ticket may be charged.

7.4 If a suitable alternative Electronic Ticket is available, the Fare for that Electronic Ticket or the amount to be reimbursed will be calculated by the Manage My Booking System and will be subject to a handling fee.

7.5 If an Electronic Ticket is changed via the Manage My Booking System (referred to in point 7.2. of the Terms and Conditions), where the Total Ticket Price for the existing Electronic Ticket minus the handling fee referred to in point 7.1 of the Terms and Conditions is higher than the Fare for the new (changed) Electronic Ticket (or, if applicable, the Fare for the new Electronic Ticket plus the Premium Seat Fee), then the Carrier will refund the difference to the purchaser within 7 business days. The amount will be refunded by bank transfer or if payment was made by credit card it will be returned to the card.

7.6 If an Electronic Ticket is changed via Manage My Booking System (referred to in point 7.2. of the Terms and Conditions), where the Total Ticket Price for the existing Electronic Ticket minus the handling fee referred to in point 7.1 of the Terms and Conditions is lower than the Fare for the new (changed) Electronic Ticket (or, if applicable, the Fare for the new Electronic Ticket plus the Premium Seat Fee), then the purchaser must pay the difference to the Carrier via the payment system available on the Carrier's website.

7.7 The handling fee for changing an Electronic Ticket purchased via the Carrier's Website cannot be higher than the Total Ticket Price paid for the Ticket.

7.8 If the required change cannot be made to an Electronic Ticket purchased via the Carrier's Website, the Passenger (purchaser of the Electronic Ticket) may keep the existing Electronic Ticket or cancel the Electronic Ticket in accordance with point 8 of the Terms and Conditions.

7.9 Changes can be made to Traditional Tickets at the Sales Point where the Traditional Ticket was purchased. The Traditional Ticket must be provided when the change is made.

7.10 Changes to Electronic Tickets purchased via an Agent can be made via the Sales Point of the Agent who sold the Ticket. The Electronic Ticket must be provided when changes are made.

7.11 Changes can be made to Electronic Tickets purchased via the Agent's Website pursuant to the terms and conditions applied by the Agent and published on the Carrier's Website.

§8 Cancelling (returning) Tickets

8.1 Cancelling (returning) Electronic Tickets purchased via the Carrier's Website is subject to a handling fee of PLN 5.

8.2 To return an Electronic Ticket purchased via the Carrier's Website, the Passenger (purchaser of the Electronic Ticket) should use the Manage My Reservation System available on the Carrier's Website to search the purchased Electronic Ticket in the System and cancel it him/herself. Exceptionally, if the Carrier's Website is not available for technical reasons, the Passenger may submit an instruction to return the Electronic Ticket purchased via the Carrier's Website by telephone on the Carrier's number: 703 502 504 in Poland (calls charged at PLN 3.69 per minute incl. VAT) and +48 22 417 62 27 outside Poland (calls charged at local operators' rates). The Passenger may return an Electronic Ticket via the Manage My Reservation System before the Trip starts, which means till the departure time according to the actual timetable.

8.3 The handling fee when returning an Electronic Ticket purchased via the Carrier's Website cannot be higher than the Total Ticket Price paid for the Electronic Ticket.

8.4 The Carrier will refund the amount due to the Passenger (purchaser of the Electronic Ticket) within 7 business days by bank transfer or if payment was made by credit card it will be returned to the card.

8.5 If the Passenger rescinds the Transport Agreement for reasons attributable to the Carrier, the Carrier will refund the Total Ticket Price without deducting the handling fee.

8.6 Traditional Tickets can be cancelled at the Sales Point where the Traditional Ticket was purchased. The Traditional Ticket must be provided when the cancellation is made.

8.7 Electronic Tickets purchased via an Agent can be cancelled via the Sales Point of the Agent who sold the Ticket. The Electronic Ticket must be provided when the cancellation is made.

8.8 Electronic Tickets purchased via the Agent's Website can be cancelled pursuant to the terms and conditions applied by the Agent and published on the Agent's Website.

§9 Animals and Guide Dogs

9.1 Transporting animals on coaches is prohibited with the exception of guide dogs assisting Disabled Persons.

9.2 Guide dogs assisting Disabled Persons should have a harness and a guide dog certificate and a certificate showing that it has all the required vaccinations to enter the country of destination and transit countries and any other documents legally required for the journey.

§10 Complaints, Claims and Carrier's Liability

10.1 Any complaints and claims connected with the performance of the Transport Agreement should be sent:

a) via email to info@polskibus.com or,

b) by registered letter to the following address: Souter Holdings Poland sp. z o.o., BTD Office Centre, Al. Niepodległości 18, 7th floor, 02-653 Warszawa.

10.2 The Carrier will examine claims within 15 business days of receipt unless additional information is required from the Passenger.

10.3 In the case of an Electronic Ticket purchased via an Agent's Website, complaints are accepted and examined on the Carrier's behalf by this Agent on the principles of and pursuant to the terms and conditions published on the Agent's Website.

10.4 Any loss, depletion of or damage to Main Luggage or Hand Luggage should be immediately reported to the Carrier's crew so that a complaint form can be filled in. The form should be signed by those participating in establishing the condition of the Luggage. If any of the parties do not agree with the content of the form he/she should put his/her reservations on the form.

