

## **1. GENERAL PROVISIONS**

1.1. The following provisions constitute the Regulations according to the article 4 of transport law which defines the conditions of serving passengers, their check-in and the carriage of people and goods.

1.2. The provisions of the regulations shall apply to the international licensed passenger coach transport operated by partner companies - the Carriers listed in the current timetable.

1.3. Tickets are sold by the network of EUROLINES Poland agents.

1.4. All necessary information concerning the journey (i.e. the route of a given line, possible transfers and other information) has been included in the current EUROLINES Poland timetable available from the agents selling tickets and on the website [www.eurolines-polska.pl](http://www.eurolines-polska.pl).

1.5. The following expressions used in the regulations should have the following meaning:

a) "EUROLINES Poland" means EUROLINES Polska Spółka z o.o. with the registered office in Katowice (postal code 40-816) at Pukowca 15, the Agent operating the ticket sale network on behalf of the Carrier;

b) "Carrier" means a company providing coach transport services of passengers on the basis of the license to carry passengers in the international road transport;

c) "Passenger" means a person using the transport services on the basis of a valid ticket;

d) "Luggage" means personal belongings brought by the passenger onto the coach;

e) "Ticket" means a document bearing a passenger's name, a route, a specified date and price entitling this person to use services accordingly;

f) "E-ticket" means a ticket offered by EUROLINES Poland purchased via EUROLINES website and printed out by the passenger or any person acting on behalf of the passenger;

g) "Line" - an international coach connection operated by carriers on the basis of the license issued by relevant administrative authorities;

h) "Timetable" - a publication containing basic information on line routes, dates, coach departures and all other information essential to use the carrying services;

i) "Price list" - current ticket prices offered on the routes covered by the timetable, information on discounts and luggage fees.

## **2. THE CARRIER**

2.1. The Carrier is obliged:

a) to carry the Passenger and their luggage on the route specified in the ticket;

b) to provide Passengers with appropriate safety and hygienic conditions, comfort and service during the journey;

c) to provide a substitute means of transport in case of discontinuing the journey due to a vehicle malfunction and an inability to continue the journey;

2.2. The Carrier is obliged to do their best to carry the Passenger and their luggage in due time in accordance with the current timetable.

2.3. The Carrier may arrange for other carriers to perform the carrying services for the whole or any part of the journey, however the Carrier assumes the same responsibility for their actions as for their own.

2.4. The Carrier reserves the right not to allow the Passenger to be seated on a coach or to refuse the Passenger to continue a journey, when:

a) the Passenger does not obey the conditions of carriage;

b) the Passenger is under the influence of alcohol or intoxicants (such as drugs);

c) the Passenger shows symptoms of a disease that may be dangerous for other passengers,

d) the Passenger disturbs other passengers, unless exercising the above-mentioned right violates the rules of social intercourse,

e) the Passenger does not have the required documents necessary to cross the border or does not obey the customs and exchange control regulations, or has been refused the permission to enter a country by the immigration authorities,

f) the Passenger carries goods which, due to their quantity or quality, require a prolonged procedures while crossing the border and thus may cause delays.

2.5. Pursuant to article 135 sections 1 and 2 of the Act of 13 June 2003 on foreigners (Journal of Laws of 2003 no. 128, item 1175), the Carrier is entitled, before commencing the journey, to ask the Passenger to show their valid passport and visa. In case the Passenger fails to show the above-mentioned documents, the Carrier has got the right to refuse to let the Passenger - foreigner get on board the coach. In such a case the Passenger may return the ticket in compliance with provisions specified in section 7 of these Regulations.

2.6. The Carrier reserves the right to refuse carrying services and retain the ticket possessed by a person who came into possession of it in a way that was contradictory to the binding law or regulations and other internal regulations of the Carrier or a person who fails to prove that their identity is compliant with the data entered in the ticket.

## **3. THE PASSENGER**

3.1. The Passenger is obliged:

a) to possess a valid ticket, a document entitling him to cross the border (a passport) and other required documents and certificates to make a journey;

b) to arrive at a check-in point, at a stop, at least 15 minutes before the scheduled departure time;

- c) to show whilst checking in a valid and relevant ticket;
  - d) to put luggage into a luggage compartment after having paid the fee for any extra luggage;
  - e) to obey the orders of coach crew;
  - f) to show, when requested by border and customs officers, the required documents and, when requested by authorized ticket inspectors, a ticket and luggage pass.
- 3.2. If not stated otherwise by the governing law of the country of destination or any of transit countries, children under 16 years of age will not be carried unless accompanied by an adult person. Passengers aged between 16 and 18 may travel alone on condition that they are provided with a notarially authenticated document stating parent's or legal guardian's consent. They can also travel alone with the following document: "EUROLINES Poland Authorization to Carry a Minor" signed by a parent or legal guardian and attached to the ticket. This document is issued by a ticket seller also in the case when a person accompanying a minor is not their parent or custodian. In case of e-ticket, "EUROLINES Poland Authorization to Carry a Minor" may be found on the website [www.eurolines-polska.pl](http://www.eurolines-polska.pl). It should be printed out in three copies, filled in and signed while boarding. Any exceptions to the above regulations can be found in timetables for given lines.
- 3.3. Only an adult may look after a disabled person during the journey.
- 3.4. If the Passenger arrives at a boarding point for a service later than the scheduled departure time, the Passenger shall be considered to have missed the service.
- 3.5. If the coach is equipped with safety belts, the Passenger is obliged to fasten them and use them accordingly. Children up to the age of 12 who are not taller than 150 cm shall be carried in a special seat or any other facility for carrying children appropriate to a child's height and weight as well as technical conditions. A person travelling with a child is obliged to provide the child with a protective seat and the child shall stay in this seat during the journey. A failure to follow this requirement will result in a fine to be paid by the Passenger.
- 3.6. It is forbidden to smoke or consume any alcohol on board the coach.
- 3.7. During refreshment breaks the Passenger is obliged to obey the time when the breaks finish and may not make the crew look for them or may not cause any delays.
- 3.8. The Passenger is covered by the Carrier's accident insurance. This insurance covers only incidents which may happen when the Passenger is on board the coach. Any random incidents that occur outside the coach are not covered by this insurance.
- 3.9. The Passenger is to be held responsible for any damage done to the Carrier or other passengers.

#### **4. LUGGAGE**

- 4.1. The Passenger is allowed to bring 2 pieces of luggage onto a service free of charge:
- one piece of luggage, the weight of which does not exceed 25 kg, and the size of which does not exceed 190 cm (height + width + length) in total carried in the luggage compartment. The Passenger may declare the value of the luggage and it should not exceed the real value of the luggage. The Carrier may check the compliance of the declared value with the real value and in case of any reservations, shall make a note in the luggage receipt or on the reverse of the ticket.
  - one piece of hand luggage of maximum weigh not exceeding 5 kg, unless otherwise stated by timetable for a given service.
- 4.2. Hand luggage shall be of the size that can be safely fitted in an overhead luggage rack or under a passenger's seat. The size of hand luggage shall not cause any inconvenience to other passengers. Any luggage that exceeds the above-mentioned size will be considered excess luggage and shall be carried after paying an additional fee.
- 4.3. Information on any exceptions from the specified number of pieces of luggage are to be found in the timetables for particular services.
- 4.4. A second piece of luggage may be brought onboard for an extra charge. Unless otherwise stated in a timetable for a particular service the total weight of two pieces of luggage may not exceed 35 kg.
- 4.5. Disabled passengers are entitled to carry any indispensable medical equipment, free of charge.
- 4.6. It is forbidden to carry or possess any items which may be dangerous for the carrier as well as co-passengers, cause damage or inconvenience to other passengers.
- 4.7. It is forbidden to carry any items specified as prohibited by separate regulations.
- 4.8. Animals are not allowed onboard.
- 4.9. The Carrier is not liable for any damage done to hand luggage and/or property which the passenger carries with them onboard unless the damage has been caused by the Carrier.
- 4.10. The Carrier is not liable for a loss or damage done to money, securities, valuables, items of artistic or scientific value, unless the Carrier has agreed to store such items or the damage has been the result of the Carrier's negligence or intentional guilt.
- 4.11. Any luggage stowed in the luggage compartment shall be clearly and appropriately labeled and the label tag shall include the Passenger's full name and address.
- 4.12. It is advisable to purchase individual insurance in case of carrying valuable items.
- 4.13. The crew of particular coach decide whether any excess luggage may be carried.
- 4.14. The Carrier reserves the right to refuse to carry the luggage which does not comply with the requirements included in these regulations.

- 4.15. In compliance with the governing law (under article 23, section 3 of the transport law), the Carrier may inspect the luggage for the purpose of ensuring compliance with the above regulations.
- 4.16. The fee for carried luggage is charged according to a luggage receipt, i.e. a special luggage tag placed on your luggage. Fees for the second and third piece of luggage are specified in timetable.
- 4.17. The Passenger should check if the luggage tag has been properly fastened onto his/her luggage and is entitled to refuse to pay for the carriage of luggage in the event of not receiving the luggage tag from the crew operating on a given service.
- 4.18. Luggage is given to a person who comes to collect it and presents the luggage tag, without checking his/her identity.
- 4.19. Items which do not constitute luggage including the Passenger's hand luggage or items which are not part of the coach equipment may be removed from the coach.
- 4.20. The Passenger is held entirely responsible for any hand luggage and its contents located in the vicinity of the Passenger's seat (under, by or over in the overhead luggage rack, or while travelling in the rear of the coach, behind the seat) before any border authorities.

## **5. THE TICKET**

- 5.1. A valid ticket is a document entitling to carry out a journey.
- 5.2. By purchasing the ticket a contract of carriage is concluded between the carrier and the passenger on the conditions specified in these Regulations.
- 5.3. The ticket bought from a EUROLINES Poland agent is issued by the same agent at a sales point. However, the internet ticket is printed directly by the passenger from the website.
- 5.4. Types of tickets:
- a single ticket - it is a ticket with a stated departure date enabling the holder to travel one way from the point of commencing to the point of terminating the journey;
  - a dated return ticket - it is a ticket enabling the holder to travel both ways with the stated departure dates for both journeys. The ticket is valid for 180 days from the date of commencing the first journey.
- Any exceptions to this rule are mentioned in the current timetable for a given line.
- an "open" return ticket - it is a ticket enabling the holder to travel both ways. However, the date of the return journey is to be booked any time by the passenger .
  - an "open" ticket is valid for 180 days from commencing the first journey, the date of which is entered in the ticket.
- Any exceptions to this rule are mentioned in the current timetable for a given line. The date of the return journey is to be booked in a EUROLINES Poland appointed place. Reservation will be made if there are free places on coach.
- 5.5. In order to be valid, the ticket should contain:
- the name and surname of the traveler using the ticket
  - the itinerary and date of commencing the journey
  - the name of the carrier - seller
  - the fare

Additionally, the ticket bought at the Agent's should have the stamp of the travel agent sold the ticket. The EUROLINES Poland ticket is a VAT invoice, according to the regulations on tax on people and goods, providing it contains the following data: the name and tax identification number of the seller, the number and date of issuing the ticket, the tariff distance not lower than 50 km, the fare with a VAT tax and the VAT tax itself.

- 5.6. A ticket purchased for a disabled person shall include the information such as the telephone number and address of a person to be contacted in case of emergency.
- 5.7. If the ticket has been issued on the basis of a special tariff having restrictions to the itinerary, dates and carriers on respective parts of a journey, the traveler has to notify EUROLINES Poland or its agents about the tariff whilst making or changing the reservation of the ticket. The failure to do so may cause some inconvenience, additional expenses and in some cases may lead to losing the validity of the ticket.
- 5.8. The buyer of the ticket is obliged to verify all the data and check the number of coupons entitling them to travel.
- 5.9. Changes to the ticket:
- a) any changes concerning the ticket can be made in the place where it was bought, in EUROLINES Poland agencies, cooperating foreign travel agents, and in some justified cases in the EUROLINES Poland Reservation Centre.
  - b) up to the day preceding the planned journey, the change of departure date is subject to the fee defined below the timetable for a line for which the ticket was purchased. On the day of the scheduled departure the change is only possible with a consent of the carrier and with a purchase of an additional single ticket with a 50% discount for the new departure date. It is necessary to contact EUROLINES Poland in order to make a change in the reservation on the day of departure.
  - c) the ticket is not transferable unless there is a change of name on the ticket. Such a change can be made only by the travel agent before commencing the journey for which the ticket was issued and after receiving the carrier's permission.
  - d) any changes on the ticket should be validated by the seller's stamp and signature. All changes not validated by the authorized body cause the cancellation of the validity of a ticket.
  - e) crossed out.
  - f) fees for changes to the ticket are specified in the timetable for particular lines.

- 5.10. Any damage done to the ticket (destruction, spilling liquid over it), which makes it impossible for the person controlling the ticket to read it, invalidates it.
- 5.11. In case of losing or destroying the ticket, duplicates of tickets are not issued.
- 5.12. The EUROLINES Poland ticket bought at the agent's consists of control coupons and a cover. The cover of the ticket is its integral part. The coupons may be torn off only by authorized persons.
- 5.13. The ticket bought at the agent's which does not have a relevant coupon or cover is invalid.
- 5.14. The internet ticket consists of three coupons and is subject to being checked and verified by the coach crew whilst checking in and allowing the passenger on the board.
- 5.15. An internet ticket without a relevant coupon or a destroyed ticket is invalid.

## **6. RESERVATIONS. Pre-sale of tickets**

- 6.1. Tickets cannot be sold, depending on the line, earlier than 1 or 2 months before a planned journey.
- 6.2. In EUROLINES Poland network, there is no possibility of making a reservation without buying a ticket.
- 6.3. The sale of a place on the coach is made without stating the number of the seat. The seats are allocated to the passengers by a driver after the check-in.
- 6.4. Detailed information on fees and places where a reservation can be made in case of an "open" ticket is to be found in the timetable (information on a particular line), in travel agents which sell EUROLINES Poland tickets and from the coach crew.

## **7. TICKET REFUND**

- 7.1. The EUROLINES Poland ticket may be refunded not later than on the day of departure specified on the ticket. Coupons for return journey of two-way tickets may be refunded only during the validity of the ticket and in case of open tickets not later than 180 days from the initial departure date.
- 7.2. The ticket may be refunded only if it is complete, undamaged, i.e. it has a cover and all control coupons. If the sale of a ticket was registered in a cash register, then a receipt from the cash register should be provided while refunding the ticket.
- 7.3. The ticket may be refunded at the agency where it was purchased, not later than on the day of departure before the departure time specified on the ticket.
- 7.4. The internet ticket may be refunded only by means of the website, not later than on the day of departure before the departure time specified on the ticket.
- 7.5. In case of group tickets, separate rules for refunding tickets may be established.
- 7.6. For a refunded ticket the passenger will receive the due sum for the ticket (return ticket) minus the cancellation fee and the cost of transferring the due sum (bank and postal fees). The cancellation fee is equal to:
- 10% of the ticket price in case of refunding a ticket at the latest on the last working day before the departure date specified on the ticket, but not later than 24 hours before the specified departure time,
  - 10% of the difference between the price of a two-way and one-way tickets for dated or open return tickets, in case of refunding a coupon for a return journey at the latest on the last working day before the departure date specified on the ticket, but not later than 24 hours before the specified departure time,
  - 95% of the ticket price in case of refunding a ticket later than on the last working day before the departure date specified on the ticket, however, not later than on the day of departure,
  - 95% of the difference between the price of a two-way and one-way tickets for dated or open return tickets, in case of refunding a coupon for a return journey later than on the last working day before the departure date specified on the ticket, but not later than on the day of departure,
  - 95% of the one-way ticket (single way coupon) and 10% of the difference between the price of a two-way and one-way tickets (return coupon) for return tickets later than on the last working day before the departure date specified on the ticket, but not later than on the day of departure,
- providing that each the refund is not higher than the real costs borne by the carrier and EUROLINES Poland.
- 7.7. The ticket will be refunded at the point of its sale (at an agency) while returning the ticket. In case of returning an unused internet ticket, the due sum will be refunded by a postal money order or bank transfer within 7 days of returning the ticket.
- 7.8. The cancellation fee is not charged in a situation when the Passenger resigns from the journey due to the Carrier's fault/s.
- 7.9. An unused ticket may not be refunded after the date specified on the ticket.
- 7.9.a. In case of changing the conditions of carriage or when the Passenger has resigned from the journey after having taken a seat on the coach or during the journey and also in case when the Passenger was asked to leave the coach due to reasons mentioned in section 2.4 of these regulations, the Passenger is entitled to a refund subject to a deduction of the cancellation fee of 95%.
- 7.9.b. Any exceptions to the rules referring to ticket refunds may be differently established for a particular line on the timetable currently in force.
- 7.10. In some individual cases, when the passenger has presented a justified and proved reason in writing, EUROLINES

Poland may, having consulted it with a carrier, specify different rules of refunding the due sum for an unused ticket.

## **8. TIMETABLE**

8.1. The EUROLINES Poland timetable is a publication containing information necessary for appropriate use of carriage services.

8.2. The EUROLINES Poland timetable may contain information on current discounts and refunds for unused tickets and the rules for refunds different than in the hereby regulations for particular periods and lines.

## **9. PRICE LIST**

9.1. The fare is defined on the basis of a price list applicable on the day of the ticket sale. Tickets bought in Poland are to be paid in PLN currency and tickets bought abroad are to be paid in the currency of the country where the ticket is sold according to the price list available from the travel agent or the coach crew.

9.2. For the tickets bought in Poland but valid on a route from a foreign town/city to a Polish town/city, the price of the ticket is calculated in PLN according to the price list of a given foreign country at PLN exchange rate from NBP from Monday of the week when the ticket has been sold (on some lines the price is equal to the price on the route from Poland abroad).

9.3. The fare consists of the sum paid for the value of the journey made in the country where it commences plus VAT and the sum paid for the value of the journey in a foreign country.

9.4. EUROLINES Poland uses the following discounts:

- a) for children up to the age of 12 - 50%
- b) for young people under the age of 26 - 10%
- c) for people over 60 - 10%
- d) for organized groups consisting of more than 10 people - 10%

The conditions concerning the age mentioned here and entitlement to a discount should be fully met on the day of commencing the journey.

9.5. Regular customers are entitled to special discounts specified in the timetable for a given line.

9.6. Any exceptions to the conditions mentioned above are specified in coach timetables next to information on the connections/lines.

9.7. In case the passenger is entitled to two or more discounts, the largest applicable discount is given. Discounts are not be added (summed up), unless regulations related to discounts state otherwise.

## **10. COMPLAINTS**

10.1. Any complaints related to the contract of carriage are to be sent to EUROLINES Poland by post, e mail or through a travel agent which sold the ticket.

10.2. Any claims or complaints can be lodged within 30 days period from the event which is the subject of the complaint. When making a complaint it is necessary to describe circumstances, reservations, potential damage and claims, etc. A ticket or its copy as well as any bills for the costs incurred by the Passenger shall be attached to every submitted complaint. EUROLINES Poland shall process the complaint within 30 days from its receipt.

10.3. Claims on lost or damaged luggage shall be lodged immediately, no later than 7 days after collection of the luggage from the service.

10.4. In the event of loss or damage to luggage stowed in the luggage compartment, such an incident shall be notified to the Carrier's crew in order to draft a protocol. The protocol shall be signed by persons who define the state of the luggage. Any doubts by any of the parties signing the protocol shall be entered on the document with a short explanation.

10.5. Any luggage which has not been collected by the passenger, shall be disposed of. In case of dangerous or perishable items, luggage disposal shall be performed immediately upon the expiry of the collection time. In other cases the disposal shall take place 30 days after the expiry of the collection time, not earlier than 10 days after notification on the intention of its disposal sent to the person entitled to luggage collection. The terms and conditions related to disposal of uncollected luggage are defined in the transport law.

10.6. In case of damage done to persons and luggage, the Passenger is entitled to make a complaint and lay claims, in special circumstances this entitlement could be given to his/her legal successor.

## **11. THE CARRIER'S LIABILITY**

11.1. The Carrier shall only be liable for a breach of contract or inappropriate realization of the contract of carriage of persons and goods in accordance with the provisions of the Act dated 15 November 1984 i.e. Transport Law (Journal of Laws of 2000 no. 50, item 601, with later amendments)

11.2. The maximum liability for lost or damaged luggage cannot exceed the regular value of the carried luggage.

11.3. After the Carrier's complaint procedure has been exhausted, the entitled Passenger has the right to seek compensation via available legal means.

## **12. FINAL CONCLUSIONS**

12.1. In the matters not regulated by these Regulations the following legal regulations shall apply:

- the Act of 15 November 1984 Transport Law (Journal of Laws of 2000 no. 50, item 601 with later amendments);
- the Act of 23 April 1964 Civil Code (Journal of Laws of 1964 no. 16, item 93 with later amendments);
- the Ordinance issued by the Minister of Transport and Construction on 24 February 2006 regarding the shipment examining procedures and complaints procedure (Journal of Laws of 2006, No. 38 item 266)

12.2. The provisions of these regulations come into force on 12 December 2012.