

## **Transport Services Regulations of Souter Holdings Poland sp. z o. o.**

The Regulations comes into force on April 23, 2018.

Legal relationships created earlier shall be covered by provisions of previous Regulations.

### **§1 GENERAL PROVISIONS**

1.1. This Regulations (hereinafter: "Regulations") specifies the conditions for handling passengers, check-in and carriage of persons and baggage in accordance with the provisions of Article 4 of the Act of November 15, 1984 on Transport Law (consolidated text Journal of Laws of 2015, item 915); hereinafter: 'Transport Law'. The Regulations is subject to Polish law.

1.2 The provisions of the Regulations apply to licensed, coach domestic and international passenger transport performed by Souter Holdings Poland Sp. z o.o., address: BTD Office Center, al. Niepodległości 18, Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, 12th Commercial Division of the National Court Register, under KRS number 335505, Polish Tax Identification Number NIP: 5252461571.

1.3 The terms used in the Regulations shall mean:

a) Carrier - Souter Holdings Poland Sp. z o.o. performing passenger transport in domestic and/or international road transport;

b) Passenger - a person using the transport service organized by the Carrier on the basis of a valid Ticket;

c) Baggage - movable items taken by the Passenger onboard a coach; Baggage may consist of Basic Baggage, Hand Baggage or Additional Baggage, as referred to in point 4 of the Regulations, as well as sports equipment referred to in point 4.1 item c of the Regulations;

d) Ticket - a document entitling to transport organized by the Carrier in the form of:

(i) Electronic Ticket - sold via Carrier Website or Agent Website and sent to the buyer electronically in the form of an Electronic Invoice within the meaning of item f; An Electronic Ticket can also be purchased at a Point of Sale maintained by an Agent who, using the Carrier or Agent Website, realizes purchase orders for Electronic Tickets placed by Passengers (buyers of Electronic Tickets); (an Electronic Ticket may also be a Reduced Fare Ticket within the meaning of item e), or

(ii) Traditional Ticket - sold at a Point of Sale; a Traditional Ticket constitutes an invoice within the meaning of Article 2 point 31 of the VAT Act of March 11, 2004 (consolidated text Journal of Laws of 2011 No. 177, item 1054 as amended); hereinafter: the 'VAT Act', in connection with § 3 of the Regulation of the Minister of Finance of December 3, 2013 on issuing invoices (Journal of Laws of 2013, item 1485), hereinafter: 'Regulation' (a Traditional Ticket may also be a Reduced Fare Ticket within the meaning of item e), or

e) Reduced Fare Ticket - a ticket entitling to discounted fare travel in accordance with the Act of 20 June 1992 on Public Transport Reduced Fare Travel Entitlement (uniform text Journal of Laws of 2013, item 1138, as amended) or other relevant regulations;

f) Electronic Invoice - a ticket deemed to constitute an invoice under Article 2 point 31 and point 32 of the VAT Act in relation to § 3 of the Regulation, sent in accordance with the rules for sending invoices in electronic form;

g) Trip - transport with a specific date and place of departure and destination;

h) Fare - price of the Ticket for Trip, specified on the Ticket, binding upon the purchase of the Ticket;

i) Total Price of Transport Services - a fare constituting amount due under the Transportation Law;

j) Person with Disability - a person who has mobility problems and uses a wheelchair or other similar device that must be transported with that person;

k) Contract of Carriage - an agreement concluded between the Carrier and a Passenger based on the Ticket, under which the Carrier undertakes to carry the Passenger and Baggage from the selected location to the destination location indicated on the Ticket, on conditions specified in the Regulations;

l) Carrier Website - Carrier's website at <http://www.shpoland.com/pl/regulamin.htm>;

m) Agent Website - website at <https://www.flixbus.pl/> (along with relevant subpages) maintained by an Agent offering purchase of Electronic Tickets;

n) Agent - an entity selling Tickets under a contract concluded with the Carrier, at its own Points of Sale or via an Agent Website; an Agent may charge a commission for the sale of Tickets in accordance with the contract concluded with the Carrier;

o) Point of Sale - a physical point of sale of Tickets using the Agent's Website to perform the sale.

p) Premium place - a place in the coach that provides additional amenities compared to other places in the coach, for example such as: additional space for legs, a better view through the front window of the coach or a table.

r) Surcharge for Premium Place - additional fee charged to the Passenger for booking a Premium Seat.

1.4. The current Regulations shall be published on <http://www.shpoland.com/pl/regulamin.htm>

## **§2 CARRIER**

2.1 The Carrier is obliged to:

a) carry out the Transport Services of Passengers and Baggage on the route specified on the Ticket,

b) provide the Passengers with appropriate conditions of safety, hygiene and comfort and proper service during transport.

2.2 The Carrier may entrust the performance of Transport Services to other carriers.

2.3 The Carrier has the right to refuse transport or refuse to continue transport if a Passenger:

a) does not comply with the terms of the Transport Contract and the Regulations;

b) is in a state or behaves in a way that could negatively affect the safety or comfort of fellow travelers; in particular, the Carrier may refuse transport or refuse to continue transport of a Passenger who, by their conduct, disturbs public order, behaves abusively or aggressively;

c) does not have or refuses to present documents required by law for the trip, including in the case of international transport, documents needed to cross borders or does not comply with relevant customs or visa regulations, or has not been legally admitted to the appropriate country by immigration authorities.

### **§3 PASSENGER**

3.1 The Passenger is obliged to:

a) have and present to the crew a valid Ticket at the departure bus stop indicated on the Ticket (an Electronic Ticket may be presented in the form of a printout or displayed on the screen of a portable electronic device) and, in the case of international carriage, a document necessary to cross borders;

b) if traveling on a Reduced Fare Ticket, present to the coach staff a valid document certifying entitlement to a reduced fare;

c) deposit Baggage, which is not a hand baggage, if they have one, in the baggage hatches;

d) comply with the Regulations.

3.2 If the Passenger is not present at the time of departure at the departure bus stop indicated on the Ticket, the claim under the Contract of Carriage expires upon departure.

3.3. If the coach is equipped with seat belts, the Passenger is obliged to fasten them and use them as intended.

3.4. If the coach is equipped with seat belts, a child of up to 12 years of age, and up to 150 cm in height is transported in a child safety seat or other device for carrying children, corresponding to the weight and height of the child and the technical conditions. A parent or guardian traveling with the child is obliged to provide the child with the child safety seat. The child should stay in the safety seat during the whole trip, it is forbidden to carry children in one's arms or hold them in one's lap.

3.5 Smoking tobacco, using electronic cigarettes (e-cigarettes) and consumption of alcoholic beverages or other psychoactive substances (eg drugs) is strictly forbidden on board coaches.

3.6. The Passenger is covered under the Carrier's accident insurance.

### 3.7. Transport of Persons with Disabilities

a) Every coach has space to carry a passenger in a wheelchair.

b) Taking into consideration the number of seats on the coach, a Person with Disability should contact the Carrier by phone before purchasing the Ticket, at +48 22 307 93 34 (cost of connection in accordance with the applicable tariff).

### 3.8. Transport of Minors

a) Children under the age of 10 may travel on the Carrier's coaches only under supervision of an adult.

b) Persons of 10 to 14 years of age can travel on the Carrier's coaches on their own, if their legal guardians confirm in writing in the reservation process that the minor is capable of such a trip and can take it alone and without supervision. Children can not travel alone on night and cross-border trips. In addition, children can not travel alone on connecting trips.

c) Minors under 15 may travel on the Carrier's coaches on their own.

d) The carrier does not provide care for minors, including those who travel alone. Parents or legal guardians bear full civil responsibility for the actions of minors.

e) In the event of incurring any additional costs by the Carrier in connection with the transport of a minor, the Carrier shall seek reimbursement of these costs from the parents or legal guardians of the minor.

## **§4 BAGGAGE**

4.1 The Passenger is entitled to take with them, free of charge, a maximum of 2 items of Baggage:

a) one item of Baggage not exceeding the following dimensions: 80 x 50 x 30 cm (slightly deviating dimensions are acceptable, if the whole baggage circumference, including height, width and length, does not exceed 160 cm) weighing up to 20 kg, carried in the baggage hatch (hereinafter: 'Basic Baggage');

a) one item of small Baggage not exceeding the following dimensions: 42 x 30 x 18 cm, weighing up to 7 kg, allowing free placement under the seat or on the shelf above the Passenger's seat (Baggage size should not impede freedom of travel for other passengers) (hereinafter: 'Hand Baggage');

c) additionally, it is allowed to transport sport equipment (skis, bicycles, snowboards, etc.) provided it is placed in appropriate packaging and depending on the available space in the baggage hatch.

4.2 Additional Baggage shall not exceed the following dimensions: 80 x 50 x 30 cm (slightly deviating dimensions are acceptable, if the whole baggage circumference, including height, width and length, does not exceed 160 cm) weighing up to 20 kg (hereinafter: "Additional Baggage"); in this case, a fee of PLN 8 is charged. There may be no possibility to carry Additional Baggage if no space in the baggage hatch is available. Carriage of Additional Baggage is declared in the booking system on the Agent Website.

4.3 Each item of Baggage carried in the baggage hatch is marked with a baggage marker. Baggage markers are issued by the coach crew at check-in, along with a baggage receipt.

4.4 A passenger who is a Person with Disability has the right to transport a wheelchair or other necessary equipment free of charge.

4.5 The Carrier has the right to refuse to take Baggage if it does not meet the requirements set out in the Regulations.

4.6 A member of the coach crew shall release Baggage that is carried in the baggage hatch to the holder of the baggage marker.

4.7 Money, securities and valuable items, in particular valuables, items of scientific and artistic value, as well as electronic equipment, may only be transported inside the coach as Hand Baggage, under the supervision of the Passenger. The Carrier does not accept money, securities and valuable items for safekeeping.

## **§5 TICKET**

5.1 A valid Ticket is the document entitling to travel by coach.

5.2 Tickets are not transferable and cannot be resold.

5.3. Sale of Electronic Tickets via an Agent Website is carried out in accordance with the rules and regulations applicable at that Agent, published on the Agent Website, unless otherwise provided in these Regulations.

5.4. The purchase of a Ticket is tantamount to requesting an invoice, including an Electronic Invoice within the meaning of the relevant VAT regulations.

5.5 When purchasing a Ticket, a Passenger (Ticket Buyer) accepts receipt of an invoice, including an Electronic Invoice, as defined in the VAT regulations.

5.6 A Traditional Ticket or Electronic Ticket should be presented to the coach crew. An Electronic Ticket may be presented in the form of a printout or displayed on the screen of a portable electronic device. If traveling on a Reduced Fare Ticket, one should also present to the coach crew a valid document certifying entitlement to a reduced fare;

5.7 The passenger has the opportunity to book a place in a coach with the allocation of a specific number indicated as a Premium Place. In the case of reservation of Premium Seat, the surcharge is charged for the Premium Seat.

5.8 If it is necessary to use a replacement coach to carry out the journey, the coach which does not have places marked with individual numbers, including Premium Places, the Passenger takes any place.

5.9 In the case referred to point 5.8, the Premium Fee is refunded to the Passenger.

## **§6 STATUTORY REDUCED FARES**

The Carrier observes statutory reduced fares in accordance with the Act of 20 June 1992 on Public Transport Reduced Fare Travel Entitlement (uniform text Journal of Laws of 2013, item 1138, as amended) or other relevant regulations;

6.2 A fare for a Reduced Fare Ticket is calculated on basis of the appropriate statutory reduction and the basic price specified in the price list valid for the given line.

6.3. As part of its own commercial strategy, the Carrier, in addition to statutory reduced fares, also grants commercial reduced fares. Passengers have the right to choose the type of discount, i.e. they may purchase a Reduced Fare Ticket or a Ticket for a price including a commercial reduction.

If traveling on a Reduced Fare Ticket, the Passenger is obliged to present to the coach crew a valid document certifying entitlement to a reduced fare;

### **§7 CHANGE OR RETURN OF A TICKET**

7.1. Change of Electronic Tickets bought via an Agent Website is carried out in accordance with the rules and regulations applicable at that Agent, published on the Agent Website.

7.2. Return of Electronic Tickets bought via an Agent Website is carried out in accordance with the rules and regulations applicable at that Agent, published on the Agent Website.

### **§8 ANIMALS AND GUIDE DOGS**

8.1 It is forbidden to bring animals on the coach, except for guide dogs assisting Persons with Disabilities.

8.2 Guide dogs of Persons with Disabilities should have a harness and a certificate confirming their status of a guide dog and a certificate of veterinary vaccination required for entering the country of destination and transit countries, as well as other travel documents required by law.

### **§9 COMPLAINTS AND LIABILITY OF THE CARRIER**

9.1 All complaints related to the performance of the Contract of Carriage should be directed:

a) by e-mail to: [info@shpoland.com](mailto:info@shpoland.com), or

b) by mail to: Souter Holdings Poland Sp. z o. o., BTD Office Centre, al. Niepodległości 18, 7 piętro, 02-653 Warszawa.

9.2 The Carrier will consider complaints within 15 working days from the date of receipt, subject to situations where there is a need to obtain additional explanations from the Passenger.

9.3 In case an Electronic Ticket purchased via the Agent Website, complaints are accepted and considered on behalf of the Carrier by this Agent, in accordance with the terms and regulations published on the Agent Website.

9.4 In the case of loss or damage to the Basic Baggage or Additional Baggage, this fact shall be reported immediately to the coach crew in order to compile the complaint form. The form shall be signed by persons participating in the determination of the condition of the Baggage. If any of the parties does not agree with the content of the form, they should place their objections in it.