

REGULATIONS OF TRANSPORT

BY SINDBAD Sp. z o.o. INTERNATIONAL COACH LINES,

45-144 Opole, ul. Działkowa 4

valid from July 01, 2023

1. General provisions.

1.1 The Regulations have been drawn up pursuant to Art. 4 of the Act as of November 15, 1984 Transport Law (Dz. U. [Journal of Laws] 2020.8 of 2020.01.03), The Act of 13 June 2003 on foreigners (Journal of Laws 2020.35 of 2020.01.10), Regulation of the European Parliament and of the Council No. 181/2011 of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004, Regulation of the Minister of Transport and Construction of 24.02.2006 on the findings of shipment status and the complaint procedure (Journal of laws 2006.38.266 of 2006.03.07), The Act of 20 June 1997. Road Traffic Law (Journal of Laws 2021.450 of 2021.03.12).

1.2 For the purpose of the Regulations, the following terms shall mean as follows:

- a) Passenger – a person who uses transport services on the basis of a valid ticket.
- b) Carrier – a company that transports Passengers by coach in accordance with authorisations and licences issued by relevant public administration authorities, the name of the Carrier is given on the ticket.
- c) Ticket – a personal document that entitles a person specified in it to transport on an indicated route and date, and for a specified price, which is valid along with a document confirming the identity of the Passenger, i.e. identity card or passport
- d) Transport agreement – is an agreement concluded between the Carrier and the Passenger upon ticket purchase, on the basis of which the Carrier shall transport the Passenger and his luggage for remuneration (a fee for the ticket) from a selected city to a target city, specified on the ticket.
- e) Timetable – a schedule of coach movement on a route specifying hours of departure from stops (in local time), hours of arrival and names of stops. The timetable is available at ticket sales points, as well as on the Carrier's website.
- f) Hand luggage - luggage weighing up to 5 kg, which the Passenger can take with him to the Passenger cabin, under the direct care of the Passenger.
- g) Primary luggage - Free luggage that the Passenger passes to the luggage compartment.
- h) Extra baggage – extra charged luggage that the Passenger passes to the luggage compartment.

1.3 Provisions of the Regulations shall be applicable to Passenger coach transport rendered by the Carrier.

1.4 Purchase of a ticket of the Carrier shall be deemed as conclusion of transport agreement and acceptance of the provisions hereof.

2. Passenger.

2.1 The Passenger shall arrive at the stop specified in the timetable at least 15 minutes before the planned coach departure. Failure to appear at the stop by the Passenger at the time of planned departure is regarded as a resignation of transport.

2.2 The Passenger shall take his place showed by the crew at least 5 minutes before the planned departure. The Carrier shall not wait for any Passengers that do not observe this provision. The above applies both to the initial bus stop and intermediate stops on the route as well as stopover at the place of transfer to another coach.

2.3 The Passenger shall comply with all requirements related to the transport i.e. hold the ticket and valid documents, including ID card or passport as well as necessary visas and other documents necessary for entry into the country and when traveling through the transit country. The Passenger shall be entirely liable for a lack of the aforementioned documents. The Carrier reserves its right to refuse to transport any person that has no valid transport ticket and a visa required to cross a border, and cautions that no coach shall wait for any Passenger who is subject to individual customs and passport clearance. Any consequences resulting from the refusal of the Passenger's transport or the Passenger's retention by the authorized services shall be borne by the Passenger.

2.4 The Passenger shall observe regulations applicable in transport and recommendations of coach staff, as well as customs, foreign exchange, sanitary and order regulations in force in the country of departure and termination as well as transit countries.

2.5 The Passenger shall be responsible for damages done to the Carrier (in particular for damage of coach equipment) and to other Passengers in line with general principles provided for in the Civil Code.

2.6 The Passenger that deliberately or negligently litters a coach shall provide the Carrier payments equal to the costs the Carrier would have to bear in order to remedy the damage completely. If the damage done in the manner specified in the first sentence results in rendering the coach out of order, the Passenger shall additionally provide the Carrier with a contractual penalty in the amount of PLN 500 for each day of coach being out of order.

2.7 Every passenger has a statutory obligation to fasten seat belts if the coach is equipped with them.

2.8 According to the provisions of the Road Traffic Act, there is no obligation to transport children in safety seats in coaches

2.9 Children of any age can travel on the basis of valid documents entitling to cross the border (identity card, passport, visas). Unless the country of destination and transit countries rules are not otherwise provided, all children under 12 must travel only if accompanied by an adult. Children between 12 and 18 may travel alone only on the basis of documents entitling to cross the border (i.e. a temporary ID card, passport, visas) valid ticket and a form "Handling Advice For Unaccompanied Minor", completed by a parent or legal guardian of the child. The form should be completed and signed in the presence of a coach staff and handed over before taking place in the coach. Only the person indicated in the abovementioned statement is entitled to pick up the child at the destination bus stop. When travelling to/from Great Britain and Italy the minimum age for a child travelling without an adult is 16. When traveling to/from Ukraine, children under the age of 18 may only travel under the supervision of an adult.

2.9.1 In the case of travel of children under 4 years, the Carrier enables free transport of a

folding stroller (umbrella type), as part of the child's luggage.

2.10 The parent or other legal representative of the child are aware that neither SINDBAD Sp. z o. o., as the Carrier, nor its employees, during the entire journey, are not responsible for the child and all circumstances related to his journey.

2.10.1 At the destination, the child may be picked up only by the person indicated in the form by the legal guardian, and in the event that it is not picked up, the Carrier's staff will take all steps it deems necessary to ensure the child's safety. The legal guardian also agrees that in this case the child will be returned to the place of departure at his / her expense.

2.11 The Passenger is covered by personal accident insurance of the Carrier (NNW). The insurance covers only situation that may occur while the Passenger remains in the coach. Any other incidents resulting in damages to the Passenger outside of the coach are not covered by the insurance.

2.12. Generally, the Carrier tries to provide the transport service to all persons, regardless of whether they have disability or their mobility is limited.

2.12.1 Reservations and tickets to disabled persons and persons with reduced mobility are offered without additional costs. 2.12.2 To guarantee the possibility of transport, the passenger must inform the Carrier about his needs before booking and at least 36 hours before the start of the transport by contacting the Customer Service Office, phone: +48 77 443 44 44.

2.12.3 A guide dog for a person with a disability or a blind person who must be transported together with this person, is transported free of charge, provided that a proof is available in the form of a valid ID card for the person with a disability and the dog meets the requirements of section 3.5.1 of these Regulations.

2.12.4 If, despite the obligation arising from the provisions of point 2.12.2, the Passenger has not informed the Carrier of his needs, the Carrier in accordance with the provisions of Regulation (EU) 181/2011, shall make all reasonable efforts to ensure that assistance is provided in a way enabling a disabled person or a person with reduced mobility boarding a departing vehicle, transfer to a suitable vehicle, or leaving the deck of an arriving vehicle for which he purchased the ticket.

2.12.5 Due to the construction of the vehicles, travel is currently only possible if persons with disabilities or reduced mobility are able to travel alone and without the help of others.

2.12.6 If, due to the vehicle construction or infrastructure, including bus stations and bus stops, there is no physical possibility to ensure a safe way of boarding and leaving a coach or transporting a person with a disability or reduced mobility, the Carrier may refuse to make a reservation, to issue the ticket or otherwise to make it available and to accept that person on board the vehicle. In this case, the person will be informed of all acceptable alternative connections offered by the Carrier.

2.12.7 If the Carrier refuses to accept a person's reservation, to issue or otherwise to provide the person with a ticket or to accept him on board due to disability or reduced mobility for the reasons mentioned in point 2.12.5, this person may request to be accompanied by another person of his choice who is able to assist him. If feasible, the accompanying person has a seating position next to the disabled person or person with reduced mobility.

2.12.8 An accompanying person may travel for free if the necessity of constant care is proven. The proof should be the suitable document presented before the start of the transport, in which the need for constant care was recorded.

2.12.9 Passengers with disabilities or with reduced mobility have the right to free transport of a wheelchair or walker in the trunk of a coach. For safety reasons, wheelchairs transported in the coach trunk must be folded and must not have an electric drive.

2.12.10 If a disabled person or person with reduced mobility who has a reservation or a ticket, is nevertheless denied boarding because of his disability or reduced mobility, that person and any accompanying person shall be offered a choice between:

(a) the right to reimbursement of the amount paid for the ticket and, where appropriate, a free return transport service to the point of departure, as set out in the transport contract, as soon as possible; and

(b) except the cases where this is not feasible, continuation of the transport or re-routing via a reasonable alternative transport service to the destination point specified in the transport contract.

3. Carrier.

3.1 The Carrier reserves its right to refuse transport and withhold a ticket of a person who obtains the ticket by violating any law or who, by his own fault, cannot demonstrate that he is the person whose personal data is shown on the ticket.

3.2 Acting as stipulated in Art. 135 Clause 1 and 2 of the act as of June 13, 2003 on foreigners (Dz. U. [Journal of Laws] 2003 No. 128 Clause 1175), the Carrier shall be entitled to demand a Passenger – foreigner to show a valid document (ID card, passport and visa) before transport commencement. If no such documents are demonstrated, the Carrier may refuse to admit that Passenger on board.

3.3 The Carrier shall be entitled not to enable the Passenger to take a seat in the coach or refuse to continue his transport if the Passenger:

a) does not observe provisions hereof.

b) is under the influence of alcohol or intoxicants (e.g. drugs),

c) is in a state or behaves in a manner that could adversely affect the safety or travel comfort of other Passengers.

Legal consequences of the aforementioned events shall be borne by the Passenger.

3.4 It is not permitted to drink alcohol, use any intoxicants or smoke cigarettes and e-cigarettes in coaches.

3.5 Except the case described in point 2.12.3, animals are not allowed on board. In exceptional cases, upon written request of the Passenger (sent to wnioski@sindbad.pl), the Carrier may agree a one-time to transport a small animal (dog, cat up to 4 kg!). Permission to transport the animal is issued in writing.

3.5.1 Transported animal must have passport, implanted microchip and veterinary examination required to enter transit countries and a country which is destination country.

3.5.2 There is a fee of 100% of the ticket value on a given route which is charged when transporting an animal.

3.5.3 Transported animal must be properly secured when travelling by leash and muzzle, it ought to be placed in a suitable cage, coop or bag placed on the seat next to the animal owner. Transport of an animal must be done in a manner not disruptive to other travelling Passengers.

3.5.4 The provisions of these Regulations relating to animals transport do not apply to travel to/from Great Britain, Denmark, Sweden and Norway.

3.6 The Carrier shall make every effort to transport the Passenger and his luggage in appropriate time, according to the timetable, but cannot guarantee the same in circumstances beyond his control.

3.7 The Carrier shall not be liable for delays and further effects resulting from administrative factors (e.g. customs controls, police controls, controls of Road Transport Inspection) or other factors beyond control of the Carrier (e.g. technical problems, weather, difficulties in road traffic or on border crossings).

3.8 The Carrier shall not be liable for cancelling transport by reasons beyond his control (e.g. border closure by reasons of defence or state safety or in case of natural disasters, as well as other administrative decisions) or resultant further unspecified effects. In this case, the Passenger has the right to change the route or date of departure, or to obtain a refund of the ticket price from the Carrier.

3.9 The Carrier is not responsible for the arrival of the coach earlier than it is specified in the schedule and the resulting negative consequences for the Passenger.

3.10 If the regular service is canceled due to the fault of the Carrier or the departure is delayed by more than 120 minutes, the Passenger has the right to continue the transport or to change the route or the departure date, or to obtain a refund of the ticket price from the Carrier.

3.11 The Carrier reserves its right to implement a substitute vehicle transportation - other than the Carrier's, and the vehicle will be labeled with the name of the Carrier placed behind the windscreen of the vehicle. In addition, the Carrier reserves its right to introduce the vehicle change during the transport for logistical reasons or for the safety of travelers.

3.12 The route may differ from that shown in the timetable for logistical reasons. The details of the journey are known during the day of transport.

3.13 In the event that the Carrier expects, for justified reasons, that the regular service will be canceled or the departure from the bus stop / station will be delayed by more than 120 minutes, the Carrier shall immediately inform the Passenger and give him a choice between:

a) continuation of the transport or re-routing to the final destination, without additional costs and under conditions comparable to those provided for in the transport contract, at the earliest possible date;

b) reimbursement of the ticket price and, where appropriate, a free return service by bus or coach to the point of departure, as set out in the transport contract, at the earliest possible date.

3.14 In order to inform the Passenger by the Carrier about cancellation or delay of departure, or about a change of timetable after the date of ticket purchase, it is necessary for the Passenger to provide the required contact details during the booking / purchase (e.g. mobile phone number, mail address). Lack of this data will prevent the Carrier from contacting the Passenger, which releases the Carrier from the obligation arising from point 3.13.

3.15 In the event of a coach breakdown during the transport, the Carrier provides the possibility to continue the transport with another vehicle from the place of breakdown or transport from the place of breakdown to the appropriate waiting place or terminal from which it will be possible to continue the transport.

4. Tickets.

4.1 A ticket can be purchased at the agency network of the Carrier or on websites and also in the Sindbad Online mobile application. The passenger may use the ticket in paper or electronic form (shown on a mobile device).

4.1.1 The Carrier is offering for sale the following kinds of tickets:

- a) single ticket
- b) return ticket
- c) return ticket - OPEN type (no specific date of return).

4.1.2 A ticket is a personal document and it cannot be transferred to another person.

4.1.3 The Carrier issues VAT invoices in accordance with applicable regulations.

4.1.3.1 If, when purchasing a ticket, the customer requests a VAT invoice, indicating the buyer's data and tax identification number, then a VAT invoice will be issued for the ticket.

4.1.3.2 If, when purchasing the ticket, the customer does not indicate the NIP number of the buyer, the Sindbad Carrier ticket, as set out in the Regulation of the Minister of Finance of 03.12.2013, is a VAT INVOICE containing a narrower data scope than that specified in art. 106e of the Value Added Tax Act.

4.1.3.3 Each operation (correction) on the purchased "in minus" ticket means that the terms of the correction are agreed upon at the time of its making and does not require the client's signature on the correcting invoice

4.1.4 Invoices, duplicate invoices and amending invoices are issued and delivered electronically or in paper form. Acceptance of the provisions of these Regulations, which takes place through the purchase of a ticket, means acceptance of electronic invoices use (duplicates of electronic invoices, electronic amending invoices). The Carrier reserves the right to suspend the use of electronic invoices in case of force majeure or other conditions preventing or restricting the use of electronic invoice. In the event of issuing amending invoice, including in particular, the case of a refund, the Passenger is immediately obliged to confirm receiving of amending invoice by sending a signed copy of this invoice to the Carrier.

4.2 The single ticket is valid until the day of departure declared when buying a ticket or the day of departure if you change your travel date. Change of departure date can be made not later than 12 months from the date declared at the time of ticket purchase. Departure date changes can be made no later than 24 hours before the date written in the ticket or the date entered in a computer reservation system for bookings made by telephone. It is not possible to extend the validity of the ticket and to use the departure and return relations alternately.

4.3 A ticket is sold without specifying seat number. Specific seats are allocated to the Passenger by the coach staff.

4.4 The passenger has the possibility to purchase additional seat for himself according to present tariff.

4.5 Ticket price is specified in accordance with the applicable pricelist.

4.6 More than 24 hours before the travel, the Passenger has the opportunity to change the route of travel (keeping the original direction of travel), date of departure, date of return, within the current offer of the Carrier. If the change of the route or date of travel results in a change of the price to a higher one in relation to the original price of the ticket, only the fee resulting from the fare difference will be charged. The fee will not be charged if the price change does not exceed the amount of PLN 10 / EUR 2 / GBP 2 / CHF 2 / DKK 20 / NOK 20 or SEK 20. If the change of the travel route or date results in a price change lower in relation to the original price of the ticket, the passenger will be entitled to a refund of the difference between the original ticket price and the price of the ticket after the change.

4.6.1 The change in the ticket, mentioned in point 4.6, made by the Passenger in less than 24 hours before the travel start, is treated as a resignation of the ticket, according to point 4.7, subsect. d

4.7 If the Passenger cancels the travel, he shall be entitled to refund appropriate to the unused transport service after deducting the part of due (compensation). Depending on the date of resignation, the Carrier shall be entitled to deduct the following amounts:

- a) above 14 days before the departure – 10% of ticket value,
- b) from 14 days to 48 hours before the departure – 25% of ticket value,
- c) from 48 to 24 hours before the departure – 50% of ticket value.
- d) less than 24 hours before departure - 90% of ticket value

The amounts due for an unused ticket shall be reimbursed by the agency in which the ticket has been purchased. A ticket purchased in a coach shall be reimbursed by the Carrier. The return of the ticket purchased over the Internet is made on the website, on which the ticket was purchased. The return of a ticket purchased in the mobile application is possible directly in the application.

4.8 The Carrier is entitled to deduct 95% of the ticket value if the Passenger fails to report to the coach departure and in the situations described in points: 2.1, 2.2, 2.3, 3.2, 3.3 of the Regulations.

4.9 The Carrier may introduce tickets for sale in a promotional tariff which is limited in time or quantity.

4.10 In case of non-use of the return relation in the return ticket, the Passenger is entitled to refund:

- a) more than 24 hours before returning 20% of ticket value
- b) less than 24 hours 10% of ticket value.

4.11 When returning an electronic ticket, transfer will be made to the account from which payments has been made.

4.12 All operations done on electronic tickets (return, the changes) should be made through the website or mobile application where the ticket was purchased.

4.13 In the event of theft, loss or destruction of a paper-form ticket, the Passenger may, in writing, request the Carrier to submit a free duplicate ticket.

4.14 Ticket costs are not reimbursed if the ticket validity has expired.

5. Luggage.

5.1 Each piece of Passenger's luggage transported in a luggage compartment shall be described by a first name, surname, the address and the phone number of the Passenger. The Passenger shall be responsible for identification of luggage as stipulated in the previous sentence. Luggage shall be received by the Passenger upon the end of his travel. The luggage is registered by coach staff by sticking stamps, putting the luggage into the luggage compartment and by writing the number of pieces of luggage onto the ticket.

5.2 The Passenger is entitled to transport 3 pieces of luggage, including 1 piece of hand luggage weighing up to 5 kg and 2 pieces of primary luggage with its total weight not exceeding 30 kg. The primary luggage can be a suitcase, travel bag or backpack.

5.2.1 The luggage limit specified in point 5.2 applies also to the ticket purchased for additional passenger's seat or for animal transport.

5.3 Hand luggage ought to have dimensions that enable it to place it under a seat or on a rack directly over the seat. Hand luggage cannot limit freedom of transport to other Passengers.

5.4 Total dimensions of each of the primary and additional luggage shall not exceed 165cm (width + height + depth). The maximum weight of a single luggage passing to the luggage compartment must not exceed 30kg.

5.5 The customer himself is obliged to load, carry and unload the luggage exceeding the allowable dimensions or weight.

5.6 Primary luggage, exceeding the above limit, as well as additional luggage, may be carried with the permission of the coach crew only if there is enough space in the luggage compartment. For the first extra luggage (up to 25kg) or for exceeding the basic weight / dimension of primary luggage, the Carrier will charge a fee depending on the country of departure 10Euro / 10GBP / 10CHF / 80DKK / 80NOK / 80SEK or 40PLN. For each additional luggage, the Carrier charges a fee depending on the country of departure 30Euro / 30GBP / 30CHF / 240DKK / 240NOK / 240SEK or 120PLN. Primary and additional luggage is registered by the coach crew and the Passenger receives the confirmation of payment. The Carrier reserves the right to refuse to carry additional luggage due to limited capacity of luggage compartments. 5.7

The Carrier shall be entitled to refuse to transport luggage if it does not comply with the requirements specified in the present Regulations.

5.8 It is not permitted to transport objects not permitted pursuant to separate regulations. The Carrier shall refuse to take hazardous luggage or luggage that smells badly. Luggage that cannot be attributed to a particular person (none of the passengers decides that he/she is the owner) will be removed from the vehicle by the crew.

5.9 A passenger may declare the value of luggage, which should not exceed its actual value. The Carrier may verify the compliance of the declared value with the real value, and if the objections are noted, the Carrier puts them down on the back of the ticket.

5.10 The responsibility of the Carrier for luggage transported in luggage compartments shall be limited to the declared value of the luggage, and in case of absence of such declaration, it is limited to the normal value of goods.

5.11 The Carrier shall not be responsible for personal objects and hand luggage outside of the luggage compartment, and being under direct supervision of the Passenger, unless the damage was his fault.

5.12 The Carrier shall not be responsible for any losses or damages to transported cash, jewellery, securities, electronics or objects of scientific, artistic or collective value, unless these things were taken for safekeeping or the damage resulted from the deliberate misconduct or gross negligence of the Carrier. In case of transporting things that have higher financial value, the Carrier recommends buying individual insurance.

5.13 Any objects left in the coach by a memory lapse or otherwise are not subject to protection and responsibility of the Carrier. Objects left by the Passenger and found after the end of the course are stored by the Carrier for 30 days.

5.14 If the passenger notices the absence or damage to his luggage upon leaving the coach, he is obliged to inform the coach staff about this occurrence and he may receive a written confirmation of this fact in a special protocol or on the ticket. The passenger is obliged to attach such confirmation to any written complaint, which he is entitled to lodge according to point 6.

5.15 Because of the travel time and the specificity of luggage transport by coaches, it is not recommended to take in main and additional luggage: fragile and perishable objects, computers, cameras, and other electronic devices, as well as money, jewellery, gold and silver, bills (of exchange), securities, business documents, passports and other documents, liquids and medications that are to be stored at low temperatures.

5.16 For the transport of winter equipment (skis, snowboards) the Carrier charges a ticket fee amounting 100 PLN. The equipment should be properly packed in a carrying case or a bag

5.17 Information on the deviations of the carried luggage is included in the timetable for the coach line.

6. Complaints.

6.1 Any complaints resulting from the execution of transport agreement are to be sent in writing (by registered letter) to the Carrier's address or by e-mail to reklamacje@sindbad.pl, no later than within one year from the occurrence of circumstances being the subject of the complaint. The person authorised to lodge a complaint is the Passenger or his legal guardian, legal successor or proxy. Complaints submitted by third parties shall not be considered. Upon lodging the complaint, the circumstances, reservations, damages and claims shall be specified. The complaint ought to be signed by authorised person. The complaint shall be accompanied with the ticket or its photocopy, and in case of a luggage complaint, a written confirmation of luggage damage or loss. If the complaint does not correspond to the conditions specified above, the Carrier summons the customer to complete formal deficiencies within 14 days from the date of receiving the summons. Failure to comply with this requirement in due time will leave the complaint without consideration. If the complaint is completed within 14 days, the date of lodging the complaint shall be the date of receiving the completion. The Carrier shall consider complaint in 30 days from the date of delivery to the Carrier's address. In justified cases, this period may be extended to three months, provided that the Carrier gives Passenger the reasons for extending the period for considering the complaint. This notification ought to occur within 30 days from the date of receiving the complaint by the Carrier.

6.2 Conditions of lodging complaints and the detailed procedure of complaint consideration shall be regulated by executive regulations of the Act - Transport Law.

7. Final provisions.

7.1 In matters not regulated herein, the provisions included in Point 1.1 and the Act of 23 April 1964 of the Civil Code (Journal of Laws from 1964 No. 16, item 93, with subsequent amendments).

7.2 The court responsible for settling disputes arising from the regulations of transport is solely the Polish court.

7.3 The provisions of these Regulations come into force on the day of publication.