

TERMS & CONDITIONS AGAT BUH

Lines: A-03, A-04, A-05, AT-01, S-01, NASW, G-01, N-02/P-01

I. TICKETS

1. The transfer agreement is concluded with a purchase of a ticket. The running times for all the services are contained in the published timetable.
2. A ticket is a personal document authorising for a travel and cannot be transferred to another person.
3. One-way ticket is valid on a specified date of the travel and authorises the holder to travel one-way from the starting point to the transfer destination.
4. ‘Closed & dated’ return ticket is a document authorising for two travels, with settled dates of both transfers. An open return ticket is a document authorising for two travels, with the difference that the date for the second travel is to be settled by the ticket holder.
5. An ‘open’ ticket is valid for 12 months on all ‘AGAT’ coach lines, starting from the date of departure declared when buying a ticket. The booking for ‘open’ ticket is accepted depending on the availability of the seats in a coach and is free of charge.
6. A ticket is only valid if it contains:
 - date of the travel and type of service
 - name and surname of the Passenger
 - name of the Carrier
 - seller- the fare paid for the transfer
 - the stamp of the office (agent) where the ticket was purchased.
7. According to the Regulation of the Minister of Finance from 22 December 1999, a ticket is a VAT invoice only if it contains: the name and tax identification number of the seller, the number and the date of ticket issuing, tariff distance - not less than 50km, the amount of due with tax, the amount of tax.
8. Any discounts will be granted upon demonstration of a relevant document when purchasing a ticket.

II. BOOKINGS, SALES, RETURNS

1. On all operating lines the purchase of a ticket is obligatory for seat reservation.
2. If the Passenger cancels a travel, he will be entitled to refund after deducting the part of due (compensation) in the office where the ticket has been purchased. Depending on the date of resignation, the Carrier shall be entitled to deduct the following amounts:
 - * single ticket:
 - more than 14 days prior to the departure – 10% of ticket value,
 - from 14 days to 3 days before the departure – 25% of ticket value,
 - from 3 days to 24 hours before the departure – 50% of ticket value
 - less than 24 hours before departure - 90% of ticket value
 - * return or ‘open’ ticket
 - cancellation of a return ticket is the same as of a single ticket, with the difference that only the departure date is taken into account.
 - * return ticket - refund of the second travel
 - the refund covers the difference in price between the return and single ticket, with deduction of the due depending of the date of resignation, which is the same as of a single ticket,
 - *‘open’ return ticket - refund of the second travel
 - the refund covers the difference in price between the return and single ticket, with deduction of 10% of that amount.
3. The compensation does not apply when the cancellation of a travel is caused by the Carrier. The copies of tickets are not issued and the lost or mislaid tickets are not refunded.

III. CHANGES

1. The departure date can be changed up to 24 hours before the departure.

1. The fees for changing the departure or return date are specified in the timetable of a stated line. All changes must be included on the ticket along with the date, stamp and signature of the person the change.
2. Dating an open ticket on all lines operated by AGAT is free.

IV. LUGGAGE

1. The Passenger is entitled to transport 2 pieces of primary luggage (suitcase, travel bag, backpack) of total weight not exceeding 30 kg and total dimensions of each of the primary luggage not exceeding 90 x 75 x 25 cm (width + height + depth). In addition to the primary luggage, 1 piece of hand luggage weighing up to 5kg is allowed.
2. Luggage is registered directly by the coach it shall be carried in. The Passenger receives luggage claim stub for transportation of any excess luggage.
3. Additional luggage can be transported with the crew's consent only if there is enough space in the luggage compartment. The Carrier can charge additional fee for excess luggage. The fees are specified in the timetable of a stated line.
4. Each piece of Passenger's luggage transported in the luggage compartment should be described by Passenger's first name and surname.
5. The Carrier is not obliged to carry any of the following items of luggage:
 - a) things which transfer is forbidden by the law
 - b) any items which are unsafe, or may cause injury, offence or damage to property, especially any explosives or substances which are poisonous, caustic, flammable, radioactive ect
 - c) corpse or any pieces of corpse
 - d) objects which are considered to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile, also in case of insufficient packaging or lack of required packaging. The Carrier shall be entitled to inspect any of your luggage, for the purpose of ensuring compliance with the above requirements (a,b,c). If any of the requirements would be violated, the Passenger shall cover the cost of the inspection. If the Passenger would fail to report for the inspection of the luggage, or if the inspected luggage cannot be attributed to a particular person, the inspection would be carried out in front of the witnesses chosen by the Carrier.
6. The Carrier is not obligated to register luggage in a coach indicated by the Passenger, if the boarding of the luggage would cause delays of the coach.
7. The Carrier hands out luggage claim stubs for every peace of luggage but is not obligated to check if the person reclaiming the luggage with the luggage claim stub is authorised to receive it.
8. The Carrier can issue luggage to a person who fails to provide a luggage claim stub, but authorises their right to collect the luggage in a different way; the Carrier might require suitable
9. If the luggage is reclaimed by an authorised person without any reservations to its condition, then the right for compensation is no longer valid and the Carrier will not be liable for any loss or damage of that luggage.
10. Any luggage left behind in a coach will be dealt with according to the guidelines of lost and found luggage.
11. Transport of animals is prohibited, with the only exception of trained assistance dogs.
12. The Carrier is not responsible for any personal objects and hand luggage outside of the luggage compartment and being under direct supervision of a passenger, unless the damage was his fault.
13. The Carrier is not responsible for any losses or damages to transported cash, jewellery, securities, valuables or objects of scientific, artistic or collective value, unless these things were taken for safe-keeping or the damage resulted from the deliberate misconduct or gross negligence of the Carrier.
14. The Carrier is not responsible for any damage of luggage caused by:
 - a) the Passenger, when it is not the fault of the Carrier,
 - b) the features of the luggage,
 - c) force majeur,
 - d) placing in the hold objects which are not allowed for transfer or which require special conditions during a transfer,
 - e) lacking, insufficient or faulty packaging of objects in the hold, what results in damage caused by features of those objects,
 - f) particular susceptibility of the objects in the hold for damage caused by its features or

- faultiness,
- g) loading, placing within the hold ,or reloading luggage by the Passenger
 - h) transfer of objects which according to the conditions or agreement are ought to be watched, if the person responsible for the watch failed to protect the luggage.
15. The Carrier is not responsible for any luggage which mass and weight was not checked before expediting, if it is delivered without any signs of damage, unless the authorised person will be able to prove that the damage was caused in the time between the expediting of the luggage and its delivery.
 16. Disabled Passengers or Passengers with limited mobility are entitled to transport their wheelchair or similar assistive device for free.

V. PASSENGER RESPONSIBILITIES & RIGHTS

1. The Passenger must arrive at the stop specified in the timetable at least 15 minutes before the planned coach departure.
2. The Passenger is obliged to have a valid ticket and, on international trips, the document required to cross a border.
3. The Passenger can change the place of his/her departure or destination, after the Carrier accepted the alteration (the change has to be noted on the ticket).
4. The Passenger is obligated to read 'Terms and Conditions' section before buying a ticket. Purchase of a ticket is considered as accepting the 'Terms and Conditions'.
5. The Passenger is obliged to the customs and exchange regulations binding in the transit and destination countries.
6. Disabled Passengers or Passengers with reduced mobility ought to inform the Carrier about any requests or needs considering their disability, especially when boarding or leaving the coach, transferring from coach to coach, seating and transportation of any rehabilitation or orthopaedic equipment.
7. The Passenger is ought to observe regulations applicable in transport and recommendations of coach staff.
8. The Passenger can change a transport agreement, either before the journey or at any stop of the coach on the route. It is possible to change the date of departure, travel destination or the class of a coach. In order to make any changes the Passenger should contact the Carrier, obtain a bill confirming the changes and regulate possible difference in fare.
9. The Passenger will be held responsible for damages done to the Carrier.
10. The Passenger will be held responsible for damages done while loading the luggage.
11. Smoking and consuming alcohol or any psychoactive substances (e.g. drugs) are prohibited in coaches.
12. Any complaints resulting from the execution of a transport agreement are to be sent to the Carrier's address within three months 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. Complaints submitted by third parties shall not be considered. Upon lodging the complaint, the circumstances, reservations, damages and claims shall be specified. The complaint must be accompanied with the ticket or its photocopy. The Carrier will consider complaint in 30 days from the date of delivery to the Carrier's address. Conditions of lodging complaints and the detailed procedure of complaint consideration are regulated by executive regulations of the Act on Transport Law.

VI. CARRIER'S RESPONSIBILITIES & RIGHTS

1. The coach operating on any line must be marked accordingly with an information board.
2. The Carrier is entitled not to allow the Passenger to take a seat in a coach or refuse to continue his/her transport if the Passenger:
 - a) does not comply with the conditions of the transport agreement,
 - b) behaves in a manner which could pose a danger to the safety or comfort of other passengers,
 - c) is a nuisance for other Passengers
 - d) is under the influence of alcohol, drugs or has any contagious disease,
 - e) disrupts order in a coach,
 - f) disobeys recommendations of coach staff

A Passenger who was not allowed to board a coach, or who was removed from a coach, is entitled to a fare refund with deduction of 90% of the ticket value.

3. If the Passenger violates any customs, exchange, passport or any other laws and as a result shall be detained at a border, the Passenger will be held responsible for any damage done to the Carrier.
4. The Carrier is held responsible if the execution of a transport agreement is cancelled or insufficient according to the transport agreement.
5. The Carrier is not obligated to perform a transfer if:
 - a) circumstances beyond the Carrier's reasonable control occur,
 - b) the Passenger doesn't comply with the transport regulations,
 - c) the resources or modes of transportation possessed by the Carrier are insufficient to transport an object.
6. The Carrier is not liable for limiting transport by reasons beyond his control (e.g. in case of natural disasters, technical problems, difficulties caused by the Passenger, economic reasons which the Carrier was not able to foresee, difficulties in road traffic). The limitations might mean total or partial cancellation of a transfer, coach lines or boarding points, exclusion of certain types of luggage, cancellation of transfers in specified days or carrying out a transfer under stated conditions.
7. If a service is cancelled before it has commenced or if a service on which the Passenger travels is terminated, the Carrier informs the travellers about the circumstances and provides suitable alternative mode of transport.
8. In case of transfer cancellation or interruption the Passenger is entitled to a full refund and can be transported to the starting point of the journey unless the Carrier is not able to provide such a transfer (the tickets enabling multiple travels are not subjected to this point).
9. The minimum age for a child or teenager travelling without an adult is 16.
10. When in coach, the Passenger is covered by the biding transport insurance of the Carrier.
11. In accordance with the Art. 135 on foreigners, the Carrier is entitled to demand a foreign Passenger to show a valid document (passport or visa).

VII. PROTECTION OF PERSONAL DATA

1. The Carrier may process the Passenger's personal data without his or her consent, in order to perform the services properly, under the Personal Data Protection Act and other applicable legal provisions.
2. The Carrier agrees to keep the data confidential and not to disclose them to any other entities unless the Passenger clearly authorises the Carrier to do so, or such authorisation results from legal regulations.
3. The Passenger has a legal right for an insight into the data given to the Carrier, as well as its change or update.

The Carrier applies the Art. 4 of the Act as of November 15, 1984 Transport Law [consolidated text Dz. U. [Journal of Laws] 2000 No. 50 Clause 601] as well as executive acts accompanying this act and civil code to any regulations not covered in 'Terms&Conditions'. The Carrier provides access to the binding rules for anyone interested.

AGAT B.U.H.
