

TPO Pastuszek Terms & Conditions

By making a reservation for a transport service with TPO Pastuszek, I confirm that I have read, understood and accept these Regulations in accordance with the provisions set out below.

Company / Carrier:

TPO Pastuszek limited liability company, limited partnership, with its registered office at Rybitwy 22, 30-722 Kraków

Client / Hirer:

A private individual and/or organization making a reservation for the hire of a coach/vehicle (minivan, minibus, limousine)

Driver:

A coach or vehicle driver employed by TPO Pastuszek or by a subcontractor

These terms apply regardless of whether the agreement is concluded in written or oral form.

The Hirer represents all travelling passengers and is responsible for their actions and decisions during the transport, including any additional costs incurred, regardless of whether the Hirer travels together with the passengers or acts solely as a contracting party.

The Carrier and the driver shall accept instructions exclusively from the Hirer. If the Hirer does not travel with the group, they are obliged to appoint a representative acting on their behalf.

Transport Offer

Hire quotations are prepared on the basis of information provided by the Hirer and are valid for a period of 7 days, unless agreed otherwise. The route is selected by the Carrier unless the Hirer expressly specifies it in the order.

Additional Charges

Upon confirmation of the reservation, the Hirer receives full information regarding the rental costs, types of charges (road tolls, parking fees, taxes, etc.) and whether such charges are included in the price.

As standard, each order is serviced by one driver, unless agreed otherwise.

The costs of accommodation and meals for the driver shall be borne by the Hirer. The driver must be provided with a separate room of reasonable standard; meals must include breakfast and dinner.

If, after completion of the hire, the coach/vehicle requires additional cleaning beyond standard services due to use (such as upholstery cleaning, seat cleaning or disinfection), the Hirer shall be charged an additional fee ranging from **PLN 500 to PLN 2,000 plus 23% VAT**.

The Company reserves the right to charge for damage caused by the Hirer and/or passengers during the journey, based on a report and photographic documentation prepared jointly by the driver and the Hirer.

Reservation Confirmation

Acceptance of the order is confirmed by the issuance of a "Reservation Confirmation" together with its reference number. The confirmation constitutes the basis for acceptance of the hire conditions, any amendments and complaints.

Airport Transfers

When collecting passengers from the airport, the coach/vehicle shall wait free of charge for up to **one hour** from the scheduled aircraft landing time. After this period, each commenced additional hour shall be charged as follows:

- Coach: **PLN 150**
 - Other vehicles: **PLN 80**
plus **8% VAT**.
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Payments

Full payment must be made no later than **14 days prior to the commencement of the hire**, unless the parties agree otherwise.

Cancellations by the Carrier

In the event of circumstances beyond the Carrier's control, such as social unrest, strikes, road closures, terrorist attacks, or adverse weather or road conditions, the Carrier may cancel the Order without further liability. Any amount paid shall be refunded to the Hirer.

Cancellations by the Hirer

All service cancellations must be made in writing/by email to **pastuszek@pastuszek.pl**.

Cancellation terms:

- Cancellation up to 30 days before the hire date – no charge
 - Cancellation up to 14 days before the hire date – loss of the deposit
 - Cancellation from 14 days to 3 days before the hire date – 50% of the hire fee
 - Cancellation within 48 hours prior to the hire date – 100% of the hire fee
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Use of the Coach/Vehicle

The Hirer may use the hired coach/vehicle on the route agreed in the Order and within the agreed hire hours. Any route change or additional usage time must be agreed with the Carrier and is subject to an additional charge.

The number of passengers carried must not exceed the number of available seats.

The Carrier must be informed at the time of booking of any coach hire for football matches, music festivals or political demonstrations, as specific legal or other requirements may apply. Failure to inform the Carrier of the nature of the transport shall be treated as a breach, entitling the Carrier to terminate the reservation at its discretion without compensation or refund.

Coach/Vehicle Photos

At the Hirer's request, the Carrier may provide photographs of the hired vehicle. The photographs are for illustrative purposes only and may present a different model, colour or appearance than the actual vehicle provided; however, they shall not differ from the agreed standard and equipment, unless agreed otherwise.

Subcontractors

The Carrier reserves the right to subcontract the performance of the hire to another carrier, while maintaining the vehicle standard agreed with the Hirer and a high quality of service.

Driver Working Time

Driver working time and rest periods are strictly regulated by the Act on Drivers' Working Time and must be fully complied with (EC Regulation 561/2006). Neither the Hirer nor any passenger may delay or interrupt the journey in a manner that could cause the driver to breach regulations on driving hours, rest or working time. In the event of any violations, the Hirer shall be responsible for all resulting costs and penalties.

Delays and Breakdowns

The Carrier plans the travel time in good faith based on distance and known road conditions, but does not guarantee completion of the journey at a specific time and shall not be liable for losses, delays or inconveniences resulting from actual travel time.

Travel time may be affected by road conditions, accidents, adverse weather, or inspections by police, ITD, customs or other authorities. In the event of a vehicle breakdown, the Carrier undertakes to repair it or provide a replacement vehicle of the same or similar standard as soon as possible. The Carrier's liability for failure to provide the reserved services shall be limited to the amount paid for the hire.

Animals

Coaches/vehicles are not adapted for the transport of animals and animals are not permitted unless the Carrier gives prior consent.

Passenger Conduct

The driver is responsible for the safety of passengers and the coach/vehicle during transport. Smoking and the consumption of alcohol and/or drugs are strictly prohibited onboard.

Any passenger whose behaviour violates legal regulations, is aggressive, interferes with driving, or is visibly under the influence of alcohol or drugs may be removed from the vehicle or denied boarding. In extreme cases where passenger behaviour poses a threat to the safety of the driver, other passengers or the vehicle, the Carrier has the right to shorten or terminate the journey at its discretion. No claims for compensation or refund, in whole or in part, shall be accepted.

All damage caused by passengers and any related costs shall be borne by the Hirer.

Insurance

All passengers are covered by personal accident insurance (NNW). The insurance applies exclusively to incidents occurring while passengers remain inside the coach/vehicle. Any incidents occurring outside the coach/vehicle are not covered.

The Hirer is obliged to ensure that all passengers use seat belts.

The Carrier shall not be liable for damage, injuries or losses suffered by passengers standing or moving inside a moving vehicle, or by passengers under the influence of alcohol and/or drugs.

Luggage

The coach/vehicle provided by the Carrier shall carry the number of passengers agreed in the order together with their luggage. Each passenger may bring:

- 1 piece of hand luggage weighing up to 10 kg
- 1 piece of main luggage weighing up to 20 kg

The Hirer must ensure that correct information is provided at the time of booking and must inform the Carrier as soon as possible of any changes or plans to transport additional luggage. Transport of additional or oversized luggage may be subject to an additional charge.

All luggage must fit in the luggage compartments. Only small hand luggage or handbags are permitted onboard.

The Carrier strongly recommends that no valuables be left onboard the coach/vehicle, even if it is locked. The Carrier shall not be liable for loss of or damage to property left onboard.

Items left in the coach/vehicle shall be stored at the Carrier's office for a maximum period of 30 days after completion of the transport and shall then be disposed of. Any costs related to collection or return of such items shall be borne by the Hirer or the passenger.

Complaints

In the event of a complaint, the Hirer should immediately seek a solution with the driver or inform the Carrier to allow immediate intervention.

If this is not possible, complaints must be submitted in writing/by email to the Carrier within **14 days** of completion of the service.

Complaints shall be reviewed within **7 days** of receipt of the written complaint or email sent to **pastuszak@pastuszak.pl**.

Personal Data Protection (GDPR)

The personal data controller is TPO Pastuszak sp. z o.o. sp.k., Rybitwy 22, 30-722 Kraków.

Personal data are processed for the purposes of:

- a) performance of the transport contract,
- b) contact with the Hirer,
- c) fulfilment of accounting and tax obligations,
- d) handling complaints.

The legal basis for data processing is Article 6(1)(b) and (c) of the GDPR.

Data may be transferred to cooperating entities (e.g. subcontractors, accounting offices) solely to the extent necessary for the performance of the service. Personal data shall be stored for the period required by law.

Data subjects have the right to access, rectify, erase, restrict processing of their personal data, and to lodge a complaint with the President of the Personal Data Protection Office (UODO). Provision of personal data is voluntary but necessary for the conclusion and performance of the contract.