

# **I. General Terms of Service**

## **1. Application of these terms**

The General Terms of Service apply in connection with the carriage of passengers and tourist services including the carriage of persons ("Services") provided by JTP Ptak Spółka Jawna with the seat in Skawina ("Company") under the brand KrakowDirect, JTP Group and all other brands belonging to the Company.

## **2. Definitions**

**2.1 Standard Services: the services whose scope and price is presented and described in the Company's website: [www.krakowdirect.com](http://www.krakowdirect.com)**

**2.2 Custom: a service whose implementation requires contact with the customer service office to determine the scope and price.**

**2.3 Shared: a service for which the transport is carried out for a larger number of the Company's clients who have made separate bookings.**

**2.4 Private: a service in which the transport is carried out only for the customer ordering this service.**

**2.5 Special Baggage: baggage with dimensions exceeding 80 x 50 x 30 cm or 32 kg of weight. Small deviations from the stated dimensions are allowed provided the total size of this luggage does not exceed 160 cm.**

## **3. The right to use the Services**

**3.1** The customer has the right to use the Service, provided that a contract has been concluded. The contract is concluded when the customer receives the booking confirmation from the Company.

**3.2** The confirmation of the booking by the Company entitles the client to use the purchased Service.

## **4. Service fees**

**4.1** A fixed fee must be paid for the Services.

**4.2** The customer must make a booking before using the Service. The use of the Service is possible only after presenting a valid confirmation of the booking in the form of a paper printout or in electronic form.

**4.2.1** Services may be booked via websites offering the services of JTP Ptak Sp. J., web applications (extranet JTP Ptak Sp. J.) and agents cooperating with the Company.

**4.3** Buying tickets online:

**4.3.1** The presentation of products via websites offering Services, web applications (extranet JTP Ptak Sp. J.) and agents cooperating with the Company is not a legally binding offer, but is only a non-binding online catalogue encouraging potential customers to use the Services. After clicking the "Rezerwuj" button, a binding booking of Services selected by the customer takes place.

**4.3.2** With the current technical knowledge, error-free or always-available data transmission over the internet cannot be guaranteed. It is also not possible to exclude the possible lack of accessibility associated with internet communication. Therefore, the Company does not guarantee constant and uninterrupted availability of its websites and technical systems. In particular, due to the specific technical characteristics of the internet, the Company does not guarantee the full availability of the possibility of booking Services over the internet. The customer is not entitled to a reduced or promotional price if, due to technical problems, the system is available at a later date (eg after the pre-sale period).

## **4.4 Payments**

The company accepts various forms of payment. For Standard Services, no full payment or deposit is required, except Private Services. The Company allows prepayment for the Service using PayU, DotPay or a traditional bank transfer. Payment links are available in the booking confirmation. 20-100% prepayment may be required for "Custom" services, organized groups and services which include a visit to the

Auschwitz-Birkenau State Museum. This information will be provided by the Customer Service Office at the stage of determining the scope of the Service.

#### 4.5 Cancellation of booking

Cancellation of a booking is possible for Standard Services. However, it must take place at least 24 hours before the commencement of the Service. If the Service is cancelled less than 24 hours before it begins, the customer will receive a 50% refund of the value of the Service. The cancellation policy for "Custom" services and organized groups is set individually, but, as a rule, the deposit is not refundable.

### 5. Starting the Service

**5.1** In the case of Services for which the reception point is not airports or bus/train stations, the client is obliged to appear at the designated place 10 minutes before the reception time stated in the booking and no later than:

- a. 5 minutes after the time stated in the booking in the case of "Shared" type tourist services (a group trip gathers different people from different bookings from different places);
- b. 15 minutes after the time stated in the booking for 'Private' tourist services;  
- 15 minutes after the time stated in the booking for passenger transport services.

**5.2** If the customer arrives at the pickup place after the stated time, the Company reserves the right to refuse to provide the Service or does not guarantee its implementation in accordance with the assumed plan.

**5.3** In the case of Services for which the customer's pickup point is airports or bus/train stations, the Company waits for the customer a maximum of 1 hour from the moment of landing the plane or arrival of the bus/train.

**5.4** If the customer is informed of a delay in an text, email or telephone message, the right to perform the Service in the event of the customer's failure to expire only after the time specified in the telephone message, text or email has elapsed using the conditions of point 5.1.

### 6. General obligations of passengers

**6.1** The instructions given by drivers and accompanying staff must be followed.

**6.2** Drivers and accompanying staff have the right to refuse to provide Services to persons who are visibly under the influence of alcohol or drugs. The same applies to customers who, for other reasons, threaten the safety of other customers or significantly affect their well-being. Customers who have been refused to provide Services for the reasons stated above are not entitled to use the Service at any other time.

**6.3** Smoking in the vehicle is prohibited. The ban also applies to e-cigarettes.

**6.4** The customer is responsible for damages that he causes in the vehicle through his own fault.

**6.5** Every passenger has a statutory obligation to fasten seat belts if the vehicle is equipped with them.

**6.6** The customer is required to carry a document identifying his person.

**6.7** In the event of interruptions / stopping of the vehicle or police checks, the customer is obliged to leave the vehicle on the driver's order. The customer is obliged to respect the duration of breaks provided by the driver. The driver has the right to leave if the customer does not return to the vehicle after the specified break time.

**6.8** In the event of non-compliance with the periods of breaks set by the driver or accompanying staff, the Company does not guarantee the implementation of the Service in accordance with the assumed plan and is not responsible for it.

### 7. Specific customer obligations for international calls

**7.1** In the case of Services involving crossing the border, the customer is responsible for complying with all laws and regulations regarding documents and identification documents required when crossing the border and

staying in the country where the Service is provided, as well as provisions regarding visas, foreign exchange, customs and health. The company is not responsible for the consequences of the customer's failure to comply with these laws and regulations, also if these regulations are changed after booking.

- 7.2** In the case of services involving the crossing of the border, the customer is responsible for having all necessary travel documents and complying with the provisions of the country where he wants to come or through which he wants to pass.

## **8. Children and minors**

- 8.1** Children weighing up to 36 kg and up to 150 cm tall can travel only in special car seats. The company provides a child safety seat if it is notified of this at least 24 hours in advance. If the Customer fails to inform the Company about the child's transport within the time limit referred to in the preceding sentence, the client may be required to incur additional costs related to the necessity to ensure such transport by the Company. In such a situation, the Company also does not guarantee the implementation of the Services in accordance with the assumed plan.

- 8.2** Children and minors under 15 years of age may use the Company's Services only if accompanied by an adult.

- 8.3** Young people from 15 years old can travel alone. For international services, legal guardians must ensure that teenagers carry all necessary travel documents.

## **9. Passengers with disabilities or reduced mobility**

- 9.1** In general, the Services are provided to all persons, regardless of whether they have a disability or reduced mobility.

- 9.2** To ensure the possibility of providing the Service for persons with disabilities or reduced mobility, it is necessary that the customer prior to booking informs the Company about his needs at least 48 hours before the service is provided.

- 9.3** A guide dog for a blind person or with another disability, which must be transported together with this person, is transported free of charge, provided that a valid identity document or a relevant certificate is available. Such animals do not need to be muzzled.

- 9.4** To guarantee the possibility of transporting a guide dog, the customer must inform the Company about his needs before booking and at the latest 48 hours before starting the service by calling the customer service department (tel +48 48570599599, + 48570792792).

- 9.5** If, due to the design of the vehicle or the infrastructure at the places where the Services are provided, there is no physical possibility to provide a safe way of providing the Service to persons with disabilities or reduced mobility, the company reserves the right to refuse to make a booking and to provide the Service.

- 9.6** Transportation of wheelchairs and walkers

- 9.6.1** Customers with disabilities or reduced mobility have the right to free transport of a wheelchair or walker in the trunk of a vehicle. For safety reasons, wheelchairs transported in the trunk of a vehicle must be folded or fit in the luggage compartment.

- 9.6.2** In addition, all wheelchairs, regardless of the date of production, must be equipped with anchorages to secure them with fixing knots in accordance with DIN 75078-2, and must be approved by the manufacturer in accordance with DIN EN 12183 or 12184. Compliance with the above standards for transportation must be confirmed prior to booking by submitting the form.

- 9.6.3** In order to check the possibility of transport, the customer is required to provide by phone (customer service +48 570599599, +48 570792792) the exact structure of a wheelchair or other mobility device - before booking at least 48 hours before starting the service.

- 9.6.4** The customer is responsible for the technical condition of the wheelchair being transported and its suitability for safe transport. The company may refuse to transport a wheelchair if there are valid reasons that its transport is not possible or presents a risk to the safety of transport. The company is not liable for

damages caused due to incorrect technical condition of the wheelchair.

## **10. Carriage of goods**

**10.1** In the case of "Private" transport services and trips, customers are entitled to take for free the amount of luggage that can be safely packed in the selected vehicle. If it is impossible for the customer to safely transport the luggage, the customer may be required to incur additional costs related to the need for additional transport by the Company.

**10.2** In the case of "Shared" services, a passenger may take only one piece of hand luggage, which will not hinder the use of the Service by co-passengers and the driver.

**10.3** Special baggage:

**10.3.1** If the customer wants to take Special Baggage, he must declare it in advance and receive confirmation from the Company that such a possibility exists. In principle, you are not allowed to take special baggage with you without first obtaining the Company's approval.

**10.3.3** Special Baggage must be declared (if it is possible for a given service) in the booking system or by phone no later than 24 hours before using the Service.

**10.4** Musical instruments are included in the Special Baggage and are subject to notification. It is recommended to carry musical instruments in a hard case.

**10.5** Valuable items such as cash, jewellery, precious metals, keys, glasses (sunglasses or reading glasses), electronic devices (laptops, iPads, tablets, MP3 players, cell phones, cameras), contact lenses, dentures, medicines, important documents (diplomas, certificates, certificates, passports, driving licenses, securities) etc. and fragile items should be carried in hand luggage. In addition, the customer must ensure that such items are carefully stored. The company is not responsible for the loss of valuable goods carried by the customer in the vehicle, unless it is at fault.

**10.6** Pushchairs are transported free of charge as special baggage (max. 1 pushchair per customer). The trolley must be foldable or fit in the luggage compartment. The trolley should be notified by phone no later than 24 hours before using the Service by calling the customer service department number (tel +48 570599599, +48 570792792).

**10.7** Bicycles and electric scooters are treated as Special Baggage, for which a customer service office must be approved.

**10.8** Items left in the vehicle are not covered by insurance.

**10.9** Dangerous substances and items will not be transported. In particular, they include:

a. Explosive, flammable, radioactive, unpleasant-smelling or corrosive substances;

b. Unpackaged or unsecured items that may injure passengers (eg weapons, ammunition, flares).

## **11. Transport of animals**

**11.1** Transport and transport of dogs or other animals is possible after prior notification (no later than 24 hours before using the Service) and obtaining the consent of the customer service office. The customer is responsible for the proper protection of transported animals. It is recommended to use specialized animal transport equipment. Their absence may result in refusal to perform the Service without the possibility of obtaining a refund.

**11.2** In the case of guide dogs for people with disabilities and the blind, the rules set out in the points regarding the transport of people with disabilities shall apply.

## **12. Complaints**

**12.1** Complaints regarding the implementation of the Services should be sent by email to the company's email address: office@krakowdirect.com. Complaints may be submitted within 1 year of the occurrence of the circumstances being the subject of the complaint.

- 12.2 The complaint should include, in particular, the name of the person lodging the complaint, a description of the circumstances of the event and bookings, a description of the damage suffered and attach a confirmation of the booking of the service and the booking number to which the complaint relates.
- 12.3 The carrier shall consider the complaint within 30 days from the date of submission or from the date of receipt of the completed complaint form.
- 12.4 Other conditions and detailed methods of dealing with complaints are governed by the provisions of laws and applicable executive provisions.

### **13. Documenting the performance of the Service**

- 13.1 The performance of the Service for the Customer is each time documented by a fiscal receipt or electronic invoice issued by the Company to the Customer after the Service has been completed.
- 13.2 An electronic invoice in PDF or TIFF format is sent to the email address provided by the Customer on the date of issue.
- 13.3 At the request of the Customer, the Company will provide the Customer – at his choice – an invoice in paper form or a receipt documenting the performance of the Service or Carriage.
- 13.4 In the case of a sale registered using a cash register confirmed by a fiscal receipt, an invoice to the contractor who is a VAT payer is issued only if the receipt confirming the sale contains the NIP of the contractor.

### **14. Amendments to the Regulations**

- 14.1 The Regulations may be changed by the Company at any time.
- 14.2 Amendments to the Regulations apply from the date of their publication on the Company's website.
- 14.3 To the extent not covered by the provisions of the Regulations, generally applicable law shall apply.