

REGULATIONS FOR COACH HIRE

Przedsiębiorstwo Komunikacji Samochodowej w Szczecinie sp. z o.o.

§ 1

1. These 'Regulations for Hire of Coaches', hereinafter referred to as the 'Regulations', define the rules of hiring coaches with driver by Przedsiębiorstwo Komunikacji Samochodowej w Szczecinie Spółka z Ograniczoną Odpowiedzialnością, 4 Leona Heyki Street, 70-631 Szczecin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court of Szczecin-Centrum under the KRS number 0000005317, NIP 9552007068, hereinafter referred to as 'PKS Szczecin'.
2. A condition of concluding a lease agreement by PKS Szczecin is prior acceptance of these Regulations by the Lessee.
3. The Regulations become an integral part of the coach hire agreement automatically upon their acceptance by the Hirer.
4. A contract for the lease of a coach with a driver is understood as a contract for the provision of transport services (passenger transport contract).
5. Words used in the Regulations shall mean:
 - a. Customer - a natural person with full legal capacity, a legal person or a legal unit without legal personality with legal capacity, who expresses to PKS Szczecin an interest in a coach hire offer.
 - b. Hirer - a Customer who (i) has accepted an offer for coach hire presented by PKS Szczecin by placing an Order and (ii) has received from PKS Szczecin a confirmation of acceptance of the Order.
 - c. Order - the Hirer's declaration of intent in written or electronic form (also through the Order Form or, in exceptional situations, by telephone after mutual acceptance by both parties) containing acceptance of the coach hire offer made by PKS Szczecin, signifying at the same time the Hirer's acceptance of the Regulations.
 - d. Offer Form - a publicly available form through which each Customer may submit to PKS Szczecin a request for a quote for the coach hire service they are interested in.
 - e. Order Form - a form made available to Customers, the completion and submission of which to PKS Szczecin signifies the Hirer's acceptance of PKS Szczecin's offer and the Hirer's acceptance of the Regulations.
6. The provisions of the Consumer Rights Act of 30 May 2014 (i.e. Journal of Laws of 2023, item 2759, as amended), with the exception of Article 7a, Article 10, Article 11 and Article 17 thereof (pursuant to Article 3(1)(4) of the Consumer Rights Act), shall not apply to agreements concluded in accordance with the Regulations with Customers who are consumers.

§ 2

1. The Customer submits to PKS Szczecin an enquiry for the possibility to conclude a coach hire agreement by filling in the Offer Form available at <https://pks.szczecin.pl/> or in any other available way (including: in writing, electronically or by phone in exceptional situations upon mutual acceptance by both parties).
2. Upon receipt of the enquiry described in point 1, PKS Szczecin performs the valuation and presents the coach hire offer to the Customer in an e-mail message or in any other form selected by the Customer.
3. An offer by PKS Szczecin is prepared on the basis of information provided by the Customer and is valid for a period of 7 days from its presentation to the Customer, unless otherwise agreed.
4. The Customer accepts the PKS Szczecin offer by placing an Order.
5. A coach hire agreement is concluded only at the moment of receiving from PKS Szczecin a confirmation of Order acceptance for execution. Confirmation of the Order may be

submitted by PKS Szczecin in any form (including: in writing, electronically or by telephone in exceptional situations upon mutual acceptance by both parties).

6. From the moment of concluding the lease agreement described in sec. 5, an obligation arises to pay the remuneration due to PKS Szczecin for hiring a coach.
7. Any changes to the content of the agreement, including those concerning the agreed limit of kilometres and the number of working hours of the driver, must be agreed with PKS Szczecin. This also applies to changes requested by the Hirer during the rental period. Any changes to the agreement may result in PKS Szczecin charging additional remuneration.
8. Amending the rental agreement by the Hirer without arrangement with PKS Szczecin (i.e. arbitrarily making arrangements with the coach driver which will differ from the agreement concluded with PKS Szczecin) may result in PKS Szczecin charging an additional remuneration in the double amount.
9. Drivers of coaches hired by PKS Szczecin do not have any rights to conclude or amend rental agreements in the name and on behalf of PKS Szczecin.
10. The route of the journey is chosen by PKS Szczecin, unless the Hirer has expressly specified it in the Order.

§ 3

1. The remuneration for PKS Szczecin for hiring a coach is payable each time by the date specified in the offer. In case the date is not specified in the offer, the remuneration for PKS Szczecin should be paid by the Hirer at least 7 days before the date of commencement of the lease.
2. Payment of PKS Szczecin remuneration may be made in cash or by bank transfer to the following bank account number belonging to PKS Szczecin: Bank PEKAO S.A. III Szczecin Branch, account no. IBAN: PL 07 1240 3826 1978 0011 3804 5145, SWIFT: PKOPPLPW.
3. In case of cancellation by the Hirer of an ordered service less than 7 days before the scheduled date of rental commencement, the Hirer shall be obliged to pay to PKS Szczecin 100% of the net remuneration value resulting from the rental agreement as a contractual penalty.
4. In case of cancellation by the Hirer of an ordered service within 7 to 14 days before the planned date of rental commencement, the Hirer shall be obliged to pay to PKS Szczecin 50% of the net remuneration value resulting from the rental agreement as a contractual penalty.
5. In case of cancellation by the Hirer of an ordered service within 15 to 30 days before the planned date of rental commencement, the Hirer is obliged to pay to PKS Szczecin 30% of the net remuneration value resulting from the rental agreement as a contractual penalty.
6. If the Renter cancels the ordered service within the period from the moment of placing the Order to 31 days before the planned date of rental commencement, the Renter shall be obliged to pay PKS Szczecin 10% of the net remuneration value resulting from the rental agreement as a contractual penalty.
7. If, due to circumstances beyond the control of PKS Szczecin, the Contract of Lease cannot be performed (social unrest, strikes, road closures, terrorist attacks, unfavourable weather and road conditions) and these circumstances become apparent before the moment of commencement of the lease, PKS Szczecin has the right to cancel the Order without any legal and financial consequences on this account.
8. A VAT invoice for the lease or charge notes for contractual penalties referred to in subparagraphs 3 - 6 above shall be issued by PKS Szczecin upon settlement of the service (or respectively: upon its cancellation) and sent to the Renter's address indicated in the Order in written or electronic form (depending on the method selected by the Renter).

§ 4

1. PKS Szczecin undertakes to provide a coach with a driver at the indicated place and to drive along the indicated route, in accordance with the Order placed by the Hirer.

2. PKS Szczecin reserves the right to provide a service along a route other than the one specified in the Order in the event of circumstances that could not be foreseen at the moment of confirming the Order, such as, e.g. accidents, the need to take a diversion.
3. The occurrence of circumstances referred to in subparagraph 2 does not release the Hirer from the necessity of paying remuneration for the service performed.
4. PKS Szczecin shall be liable only for culpable wrong performance or non-performance of obligations resulting from the lease agreement. If the non-performance or improper performance of the lease agreement by PKS Szczecin is due to fortuitous circumstances, or due to actions of third persons/entities over which PKS Szczecin had no influence, which it could not prevent, or due to force majeure, PKS Szczecin shall not be held liable on this account.
5. In case of a breakdown of a rented coach, PKS Szczecin shall undertake actions aimed at removing the breakdown or providing a substitute vehicle of a similar standard.
6. The liability of PKS Szczecin to the Hirer for damages for non-performance or improper performance of the coach hire agreement is limited in amount to the amount of the daily contractual remuneration of PKS Szczecin for the hire, and in kind limited to the loss (it does not include the Hirer's lost benefits) and is incurred on a fault basis. The fault of PKS Szczecin must be demonstrated by the Hirer in such a case. Compensation shall be paid on the basis of a cost estimate submitted by the Hirer and accepted by PKS Szczecin.
7. PKS Szczecin shall not be liable for consequences incurred due to non-compliance of passengers with strictly defined rules of vehicle use, including damage, injury and loss of passengers standing or moving on a vehicle in motion intended for the carriage of passengers on seats only, or passengers under the influence of alcohol and/or drugs.
8. PKS Szczecin shall not be held liable for loss of or damage to property left on board a coach.
9. Items left on board the coach and found after the end of the rental agreement shall be stored in the PKS Szczecin office for a maximum period of 30 days (not applicable to food products, perishables) from the end of the rental period, and then they shall be disposed of. Any costs associated with the collection or return of items left behind shall be borne by the Hirer or their owner.

§ 5

1. The Hirer undertakes to:
 - a. to use the hired coach in accordance with the Order placed, as well as in accordance with good manners, in a cultured manner and with respect for the welfare of property belonging to PKS Szczecin;
 - b. take full civil and financial responsibility for the behaviour of the people on the hired coach during the rental period and for any damage or soiling caused by them;
 - c. to obey all instructions given by the staff of the rented coach by him and other persons on board the coach during the rental period;
 - d. to pay the costs of any tolls connected with the carriage, e.g. parking fees, motorway tolls, city tolls, bridge tolls;
 - e. to respect the permitted number of passengers on the coach as specified in the vehicle registration certificate;
 - f. to ensure that all passengers are properly fastened with seat belts during the journey, if the vehicle is fitted with them;
 - g. not to leave any valuables inside the coach during the stopover;
 - h. comply with the prohibitions in force in the coaches hired:
 - consumption of alcohol,
 - smoking, e-cigarettes and other smoking devices,
 - use of drugs or other intoxicating substances,

- throwing any objects from the vehicle,
 - littering,
 - hooliganism and vandalism,
 - transport animals (except with written permission from PKS Szczecin).
2. Any coach passenger whose behaviour breaches statutory regulations, is aggressive, obstructs the driver during the journey, is visibly under the influence of alcohol or drugs may be removed from the vehicle or the coach driver has the right to prevent them from boarding.
 3. All luggage carried on the coach by the Hirer and other passengers must be placed in the luggage compartments before departure. Loading shall take place under the supervision of the coach driver.
 4. Only small hand luggage or handbags that fit under the passenger's chair are allowed on board the coach.

§ 6

1. Before the start of the rental, the Hirer shall confirm the proper technical and aesthetic condition of the rented coach. 2.
2. In the absence of any comments from the Hirer, it shall be assumed that the coach has been delivered to the Hirer clean and in a good technical condition.

§ 7

1. The hirer (or a person authorised by him/her) shall not have the right to demand or coerce the driver to behave in a manner that would be contrary to the regulations on driver's working time and road safety.
2. Neither the hirer nor any of the passengers on the coach, during the period of the hire contract, shall delay or interrupt the journey in any way that may expose the coach driver to breaches of the legal provisions on drivers' working hours. If such violations occur due to the conduct of the Hirer or persons for whom he is responsible, the Lessor may charge the Hirer with all costs, penalties and loss resulting therefrom and prevent the service from being provided as agreed.
3. If the coach hire is for several days, the hirer is obliged to provide accommodation and food for the coach crew at its own expense. The driver must be provided with a separate room of a reasonable standard and the meal provided should include breakfast and dinner, unless otherwise agreed by the parties.

§ 8

1. PKS Szczecin reserves the right to subcontract to another carrier in order to perform the rental agreement concluded with the Renter, maintaining the vehicle standard and high quality of service agreed in the Order.

§ 9

1. A Customer who is a consumer has the right to lodge a complaint regarding a coach hire agreement concluded with PKS Szczecin with a driver within 14 days from the occurrence of an event justifying a complaint.
2. A complaint may be lodged in writing to the address of PKS Szczecin registered office (ul. Heyki 4, 70-631 Szczecin) or electronically to the address: skargi@pks.szczecin.pl.
3. PKS Szczecin responds to a complaint within 14 days from the date of its receipt.