

TERMS AND CONDITIONS FOR THE PROVISION OF PASSENGER TRANSPORT SERVICES

Poland Transfers sp. z o.o., with its registered office at ul. Fort Wola 22/9, 01-258 Warsaw, Poland,

Tax Identification Number (NIP): 527 298 36 11, operating the website PolandTransfers.eu, enabling the ordering of passenger transport services.

Definitions

- **Service / Website** — the PolandTransfers.eu portal used for ordering passenger transport services.
- **Client / Ordering Party** — the entity ordering a passenger transport service by accepting these Terms and Conditions.
- **Driver** — a licensed carrier, a driver employed by Poland Transfers sp. z o.o., or another authorized driver performing transport services on behalf of Poland Transfers sp. z o.o. in accordance with the order.
- **Passenger Transport Service** — a one-time (occasional) transport of passengers (and luggage) in accordance with the accepted order and applicable law in the area where the service is performed.
- **Vehicle** — the vehicle agreed upon at the time of ordering the service, used to perform the order.

§1 Conclusion of the Agreement

1. Ordering the service is carried out by completing the booking form on the PolandTransfers.eu website or by contacting by telephone at +48 501 149 478 / via messenger: Messenger / WhatsApp / Signal / Viber / Telegram / WeChat, via Instagram, or by e-mail at: info@polandtransfers.eu — which constitutes a declaration of intent to conclude an agreement.
2. The passenger transport agreement is concluded exclusively between the Client and Poland Transfers sp. z o.o., after placing an order via the website, messengers — WhatsApp / Messenger / Signal / Viber / Telegram, Instagram, WeChat, by telephone at +48 501 149 478 or by e-mail at info@polandtransfers.eu, and upon acceptance of the order by Poland Transfers sp. z o.o.

3. The Driver performs the service solely on the basis of the agreement concluded between the Client and Poland Transfers sp. z o.o. and is not a party to the agreement concluded with the Client.
4. The Driver is obliged to arrive at the agreed place and time, provided that it is possible to stop the Vehicle safely and in accordance with the law.

§2 Fees and Payments

1. Ordering the service requires payment in accordance with the arrangements made at the time of placing the order, under pain of cancellation.
2. Settlement of the service is carried out on the basis of prior arrangements made with the Client.
3. Payments may be made using cashless methods such as Viva Wallet, SumUp, other methods indicated by the Operator, by bank transfer to the account:
Bank: Santander Bank Polska S.A.
Bank account number: PL 52 1090 1870 0000 0001 6248 4266
or in cash.
4. The price provided to the Client is determined based on the information provided by the Client at the time of placing the order for the service and therefore should not increase due to additional unforeseen costs, unless unforeseen circumstances occur, such as the need to change the route, or the ordered service is modified at the Client's request.
5. Poland Transfers sp. z o.o. is not responsible for the cashless payment process, including the credit card charging process. In the event of errors regarding charges, accounting errors, or payment system failures, the Client is obliged to contact the payment service provider or the issuer of the payment instrument directly.
6. In the case of cashless payment for the journey, payment confirmations will be sent electronically to the Client's e-mail address provided when placing the order. At the Client's request, a VAT invoice may also be issued and sent by e-mail or to the correspondence address provided to Poland Transfers sp. z o.o. via info@polandtransfers.eu or by traditional mail.
7. Poland Transfers sp. z o.o. reserves the right, in individual cases, to exclude the possibility of cashless payments without stating reasons.
8. The service price includes: vehicle rental with driver, passenger insurance, Wi-Fi access, disposable tissues, and bottled water.

9. Hourly rates include a limit of 20 km for each full hour.
If this limit is exceeded, additional charges may be applied in accordance with the price list in force at the time of placing the passenger transport order.
10. Cancellation of a reservation must be reported via messengers — WhatsApp / Messenger / Signal / Viber / Telegram, Instagram, WeChat, or by e-mail to info@polandtransfers.eu.
11. In the event of cancellation of the reservation:
 - before 72 hours counted until the start of the service — no fee is charged,
 - after 72 hours but before 24 hours counted until the start of the service — a fee of 50% of the service value is charged, but not less than PLN 200 net,
 - after 24 hours counted until the start of the service — 100% of the service value, but not less than PLN 200 net.
12. The service price includes free waiting time — 30 minutes, or 60 minutes in the case of services performed at airports. For each additional commenced 30 minutes of waiting time, an additional fee of 25% of the agreed hourly rate will be charged.
13. Poland Transfers sp. z o.o. may voluntarily waive cancellation fees or late payment charges in the event of a change of the service date by the Client, provided that such change is accepted by Poland Transfers sp. z o.o.
14. In the event of late payment, Poland Transfers sp. z o.o. will charge statutory interest for delay and will seek reimbursement of all costs incurred in connection with debt collection.

§4 General Provisions

1. Poland Transfers sp. z o.o. makes every effort to ensure timely performance of services. At the same time, Poland Transfers sp. z o.o. is not responsible for delays resulting from circumstances beyond its control, such as weather conditions, road incidents, road blockages, etc.
2. Poland Transfers sp. z o.o. reserves the right to change the Driver or the Vehicle to another of the same segment or a higher segment, at no additional cost to the Client.
3. All vehicles used by Poland Transfers sp. z o.o. have valid third-party liability insurance and passenger insurance. The Client acknowledges that personal belongings transported by them remain in the Vehicle at their own risk. Poland Transfers sp. z o.o. is not responsible for their loss, damage, or theft.

4. If it becomes necessary to change the route or perform additional journeys, or if the ordered service is modified at the Client's request, the Client may be charged additional costs resulting from the current rates of Poland Transfers sp. z o.o.
5. The Driver has the right to refuse to perform the transport for passengers who are under the influence of alcohol or drugs or who behave in a manner posing a threat to the safety of the Driver, the Vehicle, or other passengers.

§3 Withdrawal from the Agreement

1. If the service was ordered at least 21 days in advance of its performance date, the Client has the right to withdraw from the agreement within 14 calendar days without stating a reason, provided that the withdrawal takes place no later than 7 days before the planned transport.
2. Withdrawal must be reported by e-mail to info@polandtransfers.eu or by telephone at +48 501 149 478 — preferably indicating the date, time, and route of the journey.
3. In the event of payment of an advance or the full amount, Poland Transfers sp. z o.o. will refund the funds using the same payment channel or by bank transfer to the indicated account.

§4 Client Obligations

1. The Client is responsible for any damage caused by them inside or outside the Vehicle used to perform the order and will be charged appropriate costs for all repairs necessary to restore the Vehicle to its condition prior to the damage.
2. A total smoking ban applies in all vehicles. The fee for each violation is PLN 1000.

§5 User Reviews

1. The Client has the right to publish reviews of the services provided by Poland Transfers sp. z o.o., including its service and vehicles. The Client undertakes to provide only truthful information and to refrain from publishing false, misleading, or rights-infringing content.
2. The Client acknowledges that reviews published by them may be published on external services such as TripAdvisor.com, Facebook.com, Instagram, Trustpilot, Google, other social media platforms, and on the PolandTransfers.eu website.

3. To the extent that the review contains personal data, the Client grants Poland Transfers sp. z o.o. free consent to use such data for the purpose of presenting its services.

§6 Final Provisions

1. If any provision of these Terms and Conditions (or part of any provision) is deemed by a court or other competent authority to be invalid, unenforceable, or unlawful, the remaining provisions shall remain in force and shall be considered binding. The invalid, unenforceable, or unlawful provision shall be replaced by another provision that most closely reflects the economic and business purpose of using the order form.
2. Poland Transfers sp. z o.o. reserves the right to change the content of these Terms and Conditions. The new Terms and Conditions shall apply from the date of publication of the new version on the website www.PolandTransfers.eu.
3. The Client has the right to submit written objections to changes introduced to the Terms and Conditions within 7 days from the date of their publication. Submission of an objection will automatically result in the termination of the right to use the ordering panel.
4. The court having jurisdiction to resolve disputes shall be the court having jurisdiction over the registered office of Poland Transfers sp. z o.o., located at ul. Fort Wola 22/9, 01-258 Warsaw, Poland.
5. None of the provisions of these Terms and Conditions affects the Client's rights arising from applicable legal regulations.

§7 Complaints

1. Complaints may be submitted if the service was performed inconsistently with the arrangements or was not performed due to the fault of Poland Transfers sp. z o.o.
2. Complaints should be submitted:
 - a) by post to the registered office address of Poland Transfers sp. z o.o.,
 - b) or by e-mail to info@polandtransfers.eu.
3. A complaint should include at least: the name or full name of the Client/Ordering Party, the date of service performance, the route, and a description of the irregularities.
4. The Management Board of Poland Transfers sp. z o.o. shall consider the complaint within 30 days from the date of receipt.

5. If a complaint is accepted, compensation may be granted in the form of a refund of part or all of the price, or a discount on future services.

§8 Personal Data Protection and Privacy Policy

1. The controller of Clients' personal data is Poland Transfers sp. z o.o., ul. Fort Wola 22/9, 01-258 Warsaw, NIP: 527 298 36 11.
2. Data is processed for the purpose of performing the transport service, payments, contact with the Client and the Driver, as well as for settlement and complaint purposes. The legal basis is Article 6(1)(b) of the GDPR (performance of a contract) and — where applicable — Article 6(1)(a) (consent) or (f) (legitimate interest).
3. Data may be disclosed to Drivers (for the purpose of order execution) or payment service providers — exclusively to the extent necessary to perform the service.
4. Data is stored for the period necessary to perform the service, settlements, and possible claims (complaints), as well as for the period required by law (e.g. tax regulations).
5. The Client has the right to access their data, rectify it, request deletion or restriction of processing, withdraw consent (if processing is based on consent), transfer data, and lodge a complaint with the supervisory authority.
6. Data processing begins at the moment the order is placed and continues until the service is completed and settled.
7. In the event of a change in the conditions of processing the Client's data, the Operator shall inform the Client in advance.

This English version is provided for informational purposes only. In case of any discrepancies, the Polish version of the Terms and Conditions shall prevail.