

# **Agreement of carriage between the company EUROCLUB and passenger in regular bus service across the state border In licensed international routes.**

## 1. Subjects of agreements.

OOO "EUROCLUB" (hereinafter the company EUROCLUB or the Carrier) executes carriage of passengers in accordance with the laws of the Ukraine, Germany, Austria, Poland and Hungary, with headquarters in Kyiv. Passenger means any person being carried on a vehicle and every other person bound by these conditions of carriage.

## 2. Object of agreements of a carriage.

2.1. Company EUROCLUB executes carriage of passengers in regular bus service across the state border in licensed international routes, inclusive licensed bus routes, accordingly, in the authorized state roads as well as in passengers boarding and landing places.

2.2. Carriage of passengers performs only with a valid ticket. Ticket must be indicated with a name of the passenger, date of trip, place of boarding and landing. The ticket should be kept during trip and shown on demand of driver, or on authorized for this purpose representatives of authorities. The ticket is authentic only for specified in it trip. Company EUROCLUB is not responsible for the lost tickets and gives new tickets only after payment of their full cost.

## 3. The conclusion of the contract.

3.1 The carriage of passengers between company EUROCLUB and the passenger is considered from the moment of payment service of the Carrier. The application for trip reservation must contain required information to the Carrier: passenger's first and last name, phone number, desired date of travel, place of departure and destination, also departure time. Confirming is being done in writing by fax, e-mail or orally direct to the passenger, to his representative or, if an application act is from a travel agency, specifically to it. Also, sending a trip cost account or a ticket is considered, as confirming of reservation.

3.2. Payment must be made before a trip.

3.3. After payment ticket can be sent previously on e-mail, specified by the passenger, or can be given by bus driver before a trip.

3.4. Company distributes landing seats on individual wishes, depending on orders passengers, when they informed about in reservation.

3.5. Reservation may be canceled by a passenger in term described in rules of renunciation of a trip. Timeframes and cost of compensation indicated in tickets of EUROCLUB and in accounts for payment, exposed by the firm Euroclub Busreisen GmbH. The ticket is the nominal document, can not be used other person. Forbidden to make any correction in a ticket, except authorized persons. At purchase fixed date return ticket, a passenger is obliged to confirm a date of return trip not later than 24 hours before the time of departure, by phones with EUROCLUB. Passengers with open tickets, have to book departure date at the offices of the company or in wrighting on e-mail or Viber or Skype (in availability of empty seats). In a case visa refusal, a prepayment sum is not for payback, in that circumstances is there not the fault of The Carrier.

An open ticket is valid 6 months after date of the first trip departure, specified in the ticket. The Carrier reserves the right to sell reserved, but not paid seats.

Money return sum is based on a full cost of the ticket (without discounts). By cancellation of a return trip (certain dated, without discount) from the full cost of round trip ticket should be kept 15% and withdrawn payment for the first used trip.

Change date's trip reservation to new date is possible in term 36h before departure for a payment at a rate of 10 Euros (in Ukraine in Grn. equivalent) under condition of availability free places. Lost or spoild ticket by written statement can be changed to duplicat, price of duplicate 10 euro, duplicate for open date ticket – 20 euro

3.6 Return tickets with the certain date of a returning trip, obliges the Carrier provide return trip at the appointed time. In case passenger canceles a return trip valid the positions listed in Item 3.5.

3.7 Travel agencies or drivers have no right to promise certain dates of a return trip or to write this on the return ticket without agreements with OOO EUROCLUB.

#### 4. The price

The valid price is considered, actual in the moment of reservation, established of EUROCLUB, exposed in the bus and at offices of company, as well as what can be seen in internet site [www.eclub.kiev.ua](http://www.eclub.kiev.ua). Those prices should be understood as the price for one person and for one trip. All expenses or costs of the passenger for using any other vehicles, with objective of realization possible junction trips or transfer, delivery to place of boarding or landing, or from place of boarding or landing deviated from reserved licensed routes, for spending nights in hotels, for staying in waiting halls, for a feed, for using vehicles near and far conveyance, for any other services (particularly, absence or lateness of passenger in any point of a route) do not included in the price of the ticket, also have to be covered by the passenger.

#### 5. Realization of passengers transportation.

5.1. Trips are carried out according to valid Traffic rules, particularly, to requirements for speed. Traffic schedule alteration caused of hold up by custom border and passport control, of traffic motorway condition (In particular, jams, strong or slow movement, detours, traffic schedule or regulation speeds changing, unfavorable weather conditions) or preferential legal obligations (e.g., first-aid treatment at accident, health services of passengers) are not breach of contract by the company EUROCLUB.

5.2. For a security reasons, as well as operational requirements, in particular, because of regional passenger streams distributions and due to legal driving time and rest periods regulation, are supposed substitution of buses and/or drivers.

#### 6. The rights and responsibility of passengers.

6.1. The passenger is obliged to arrive on time, to be for a journey start at correct station, and is responsible for consequences of absence, as well as for departure hold up.

6.2. Passenger takes a personal and legal responsibility for correctness of information provided to EUROCLUB by tickets reservation, for authenticity of all documents provided by customs and

passport control on frontiers, abidance of valid instructions for customs control of his(her) baggage and hand luggage, including his(her) valuable things, currency and all other property matters.

6.3. At bus stops on a route, passenger must return on time to bus, according to time specified by driver.

6.4. Passenger must be to boarding and registered not later, than 30 minutes before departure time of the bus, specified in the ticket. In case of lateness to carriage, it is passenger fault.

6.5. When boarding, the passenger has to show the valid travel ticket, and if ticket price is discounted, give a copy of a document confirmed right to using benefits.

6.6. Passenger is obliged to take a specified seat in the bus and to store the ticket during time of the trip and to show it on control services.

6.7. During a journey, the passenger should follow an indication of drivers. In particular, the passenger undertakes to:

- not break traffic security and bus technical safety during a trip;
- exactly follow drivers informing about duration of stay on parking, stations or in boarding and landing places ;
- comply order in bus;
- keep clean and in interests of all passengers, use toilet at reasonable limited time, onboard phone, accept established level air conditioning and heating, level of sound and selected programs (game) audio- and video systems and carry out appropriating indications of drivers;
- feed oneself during all trip, independently, and at own expense;
- do not smoke in all buses, as well as, absolutely, do not drink any alcohol during a trip;
- in realization fast and unobstructed border formalities, respect waiting time during passports and customs control and perform all requirements of customs officers and border guards, taking into account of interests all passengers ;
- keep own hand luggage in a bus thus, and look after during hole trip so, that it does not disturb traffic safety, infringe of other passengers, and it does not become object of steeling;
- personally, control own hand luggage, documents, money and others valuable things safety during hole trip, also on all parking, stops or boarding or landing places;
- do not any act that can restrain health, personal immunity or property of passengers or drivers and also the company EUROCLUB, and do not restrain travel climate and do not create any unnecessary inconveniences for passengers and drivers.

6.8. Drivers, as well as the personnel of the company have the right, verbally or in writing, appeal to company management, consulates, customs, boundary or law enforcement officers, to continue a trip without breaking rules passenger, according to the installed order on a lawful bases and rout time plan, and to guarantee compensation of losses. If passenger breaks conditions of the contract, makes harm or discredits a reputation or good will of the company EUROCLUB or it's cooperation partners and contractors, the company EUROCLUB has right turn to organisation for protection of

consumer rights, mass media, also Consulate Federal Republics of Germany, Austria, Poland in Ukraine with a note of protest and put the passenger in «The black list » of the companies EUROCLUB.

6.9. The company EUROCLUB is not obliged to transport drunk or badly-behaved passengers, also has the right to disembark them at a nearby stop without compensation of tickets cost.

6.10. Passenger of the bus has the right:

- a) Have a safe and qualitative transportation.
- b) Transportation free-of-charge passenger's luggage, provided by the Carrier.
- c) Have a discount for ticket by presentation of a document confirmed right to have a benefit.
- d) Receive from the Carrier full information about services of transportation.

6.11. Forbidden to the passenger of a bus:

- a) Board without payment of a fare or without document, that confirms benefit right to ticket price discount.
- b) Do corrections in travel papers and/or pass its other passengers.
- c) While driving to distract drivers.
- d) Prevent closing vehicle doors.
- e) During bus movement walk in salon or stand in a passage. Locate luggage in places that prevent free movement of passengers along salon and put on seats baggage or hand luggage.
- h) Use emergency equipment needlessly, use drugs in bus, photograph and make a video during frontier passing.

7. Rights and responsibility of OOO EUROCLUB.

7.1. The carrier is obliged to provide supply transport on time for passengers boarding and their departure according to the timetable.

7.2. Provide to passengers the seats, according to obtained travel tickets.

7.3. Deliver passengers and their luggage in destination.

7.4. Provide safe trip and qualitative service in the bus.

7.5. Follow traffic laws and bus technical maintenance rules.

7.6. Follow rules of boundary, customs and other types control of the states, in which territory it is made.

7.7. Keep vehicles in appropriate technical and sanitary condition.

7.8. Receive and locate passenger luggage in cargo hold. Give out luggage in arrival point of passenger.

7.9. Carry out boarding and landing of passengers only after a stop vehicle in specially allocated places or on a roadside.

7.10. Provide to passengers necessary and a trustworthy information about rendered services.

7.11. EUROCLUB has the right to give up transportation of passenger, in case, last one breaches of obligation to the Carrier.

7.12. The Carrier has the right to sell reserved, but not paid seats.

#### 8. The responsibility of sides:

8.1 The company EUROCLUB bears responsibility for a material damage only, if it is based on aforethought or negligent operation the Company or one of its executors.

8.2. The company EUROCLUB does not bear the responsibility for lateness up to 24 hours.

8.3. The company EUROCLUB is not responsible for Force Majeure circumstances (natural catastrophe, war, terrorist actions, embargo, blockade, the international sanctions, the forbidden actions of authorities, epidemics, epizootics), occurrence of problems owing to unforeseen technical downtime, changing traffic regulations or bad weather conditions, in case of strikes, justified and unjustified actions of customs officers and frontier guards, consulates or other employees, as well as actions of the third persons, breaking company EUROCLUB performance of duties (for example, the third participant of road accident), except if assistants of the company are guilty to creating alike problems.

8.4. The company EUROCLUB is not responsible for damages of luggage, caused by luggage of other passengers.

#### 9. Baggage.

9.1. In the ticket price included 2 standard luggage places - 80\*50\*30 size, weight to 40 kg and hand luggage weight to 5 kg. In case of exceeding this norm, passenger have to pay for every extra kg. For exceeding norm volume, also paid for each additional place 15 € (in grivna is equivalent at the National Bank rate at date of payment), if presents free place in a luggage hold.

9.1.1. Costs, the sizes and quantity of luggage in- and from- transfer places (town, city) are in rules of appropriating Carrier (manager specified details).

9.2. The hand luggage is only personal matters and things of the passenger, belongs to the one as a personal property, which weight is less than 5 kg and dimension can be placed without any difficulties in an individual grid for manual luggage (to 1 kg) or on luggage places (to 4 kg) in passenger salon of the bus. In any case, manual luggage should be placed so, that it not hinder other passengers in a time of a journey. Each passenger should oneself watch for own manual luggage during hole trip, also must hold constantly own documents, intended for a trip, money and other valuable things.

9.3. Cargo luggage is privates things of passenger, that transports in luggage space of bus. The passenger should guarantee under own responsibility, that his/her luggage can withstand usually impact during transportation by bus, it is harmful and it does not damage other luggage. The company EUROCLUB does not control appropriating persons, taking luggage.

9.4. Every passenger should insure own luggage under own responsibility. The company EUROCLUB is not responsible for gone, stolen, forgotten or otherwise lost hand luggage or other baggage.

9.5. The company does not supervise a content of luggage and consequently is not responsible for material or non-material losses of the passenger, other passengers or the other third parties.

9.6. During a boundary and customs control every passenger takes own luggage from a cargo space of the bus, hold it for all period of the control. The company EUROCLUB is not responsible for lost luggage during the boundary and customs control. The passenger guarantees under the personal responsibility, that his/her luggage conforms to customs instructions and other laws, and warrants this for the company EUROCLUB and other passengers. The Carrier does not assume responsibility for passenger luggage conformity to customs instructions and other laws, and as well for all passengers. In particular, the company EUROCLUB is not responsible for an official confiscation of money, documents, things and other values, and following this arising time hold up.

## 10. Dispute resolution.

10.1 In case of a legal disputes all sides would concern about agreed solution.

10.2. If that decision would not be accepted, the legal disputes should be considered in Ukraine.

10.3. The Carrier examines all claims only in writing, within 14 days, from the moment of reception.