

Public offer agreement

This Agreement is in the nature of a public offer in accordance with Art. 633, 641, 642 of Chapter 53 of the Civil Code of Ukraine and is the equivalent of an "oral agreement", and in accordance with current legislation of Ukraine has due legal force.

1. AGREEMENT OF THE AGREEMENT

1. A carrier registered and operating in accordance with the requirements of the State of carriage on the one hand, and
2. The Client (individual or legal entity) ordering and paying for the service of passenger transportation (including luggage), including in favor of a third party, on the other hand, concluded a Public Offering Agreement (hereinafter the Agreement) on the following:

2. SUBJECT OF CONSENT

1. Pursuant to this Agreement, the Carrier undertakes to provide services for the carriage of the Client and his luggage (hereinafter the Service), in accordance with the route, date and time of departure chosen by the Client, and the Client undertakes to pay for the Service in advance.
2. The itinerary issued to the Client is an integral part of this Agreement and is evidence of the conclusion of the Agreement and the Contract of Carriage between the Carrier and the Client.
3. The passenger's route list is formed in accordance with the Client's choice and up-to-date information about the Carrier's services.
4. The number of the Passenger Route is generated by the PC, is a unique number of the Agreement.
5. The itinerary does not give the right to use the Service, but will be exchanged by the Carrier for a ticket or boarding pass.
6. The term of acceptance of the public offer is not limited.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Rights of the carrier:

1. change the terms of the Service, including re-registration or refund for unused transportation, having previously placed the information in the PC;

2. Responsibilities of the carrier:

1. provide the Service in accordance with the chosen Route;
2. in case of cancellation or change of the terms of the Service to return the funds received as an advance payment to the Client;
3. provide advice on issues arising from the Client regarding the use of the Services: ordering, conditions reissuance and return of the Itinerary;
4. maintain the confidentiality of information received from the Client;
5. to acquaint the Client with the Rules of transportation of passengers and conditions of registration of the order, re-registration and return of the Route list of the passenger;
6. exchange the itinerary for a ticket or boarding pass.

3. Client's rights:

1. To receive consultations on the questions arising concerning use of Services: registration of the order, conditions of re-registration and return of the Route list of the passenger;

4. Responsibilities of the Client:

1. pay for the Service;
2. provide reliable information necessary for ordering;
3. require confidentiality in relation to information provided in advance payment,
4. Provide identity documents of the Client when exchanging the Itinerary for a ticket or boarding pass.

4. TERMS AND PROCEDURE OF PAYMENT

1. The Client pays for the Carrier's services by 100% prepayment in cash or non-cash payment, by bank card.
2. The price of the Service is formed from the price of the actual cost of the service, tariff, fees and taxes, taking into account the remuneration of a third party participating in the conclusion of this Agreement, and specified in the itinerary of the passenger.

5. TERM OF SERVICE SUBMISSION

1. The route, date, time of departure and arrival are displayed in the Route Letter.
2. The fact of termination of service - arrival at the final destination specified in the Route Letter.

6. RESPONSIBILITY OF THE PARTIES

1. The carrier is responsible for:
 1. provision of services to the Client;
 2. delay and / or cancellation, and / or transfer, change of conditions of rendering the Service;
 3. the level of service on their flights.
2. The client is responsible for:
 1. providing inaccurate data when registering the Service;
 2. for registration of necessary documents (visa, etc.) for crossing borders of other states.
3. Exemption from liability of the Carrier:
 1. for deviations from the schedule, untimely delivery of the vehicle due to force majeure (including, but not limited to: weather conditions, congestion ("traffic jams") on the roads, the actions of government agencies, etc., as well as the actions of the passengers themselves , affecting the fulfillment of obligations) or other circumstances (technical problems of the bus on the way to the place of departure), which the Carrier, despite the measures taken, could not foresee and prevent;
 2. for expenses incurred by the passenger as a result of late arrival at the destination;
 3. for any damage caused to the passenger as a result of criminal activity of any private person (including other passengers, road users or crew);
 4. in case of problems arising from the passenger with state authorities in connection with documents (passport, visa, insurance, etc.) or the contents of the passenger's luggage;

5. for things left or forgotten in the cabin.

7. SETTLEMENT OF DISPUTES

1. The Parties shall negotiate any disputes, differences or claims that may arise in connection with this Agreement or in connection with its implementation.
2. All disputes shall be considered in the presence of a written statement sent by mail or fax. Pre-trial dispute resolution is mandatory.
3. If the Parties are unable to reach an agreement on disputed issues through negotiations, these issues shall be resolved in accordance with the current legislation of Ukraine.

8. FINAL PROVISIONS

1. In all matters not regulated in the text of this Agreement, the Parties shall be guided by the current legislation of Ukraine.
2. In case of making changes to this Agreement, its suspension, termination of its validity, the Carrier is obliged to provide the Client with all services that were paid to him.
3. Each Party guarantees to the other Party that it has the necessary capacity and all the rights and powers necessary and sufficient to conclude and implement the Agreement in accordance with its terms.