

TERMS OF USE FOR SELF-SERVICE LUGGAGE LOCKERS AT THE LUBLIN BUS STATION

§ 1

General Provisions

1. The present Terms of Use define the rules for the use of self-service luggage lockers at the Lublin Bus Station managed by the Public Road and Transport Authority of Lublin (Zarząd Dróg i Transportu Miejskiego; ZDiTM), ul. Krochmalna 13j, 20 – 401 Lublin, e-mail: zdtm@zdtm.lublin.eu hereinafter referred to as ZDiTM.
2. For the purpose of the present Terms of Use:
 - 1) **The Terms of Use** are the present terms of use applicable to the self-service luggage lockers at the Lublin Bus Station, located near the Lockers, as well as available directly on the notice board located in the Station hall and on the Lublin Bus Station website.
 - 2) **The lockers** are a set of self-service luggage storage units located at Lublin Bus Station, by means of which ZDiTM provides services. They consist of control modules equipped with touch screens and individual luggage lockers (boxes) available in the following sizes:
 - a) **small** – height – 427 mm, width – 415 mm, depth – 798 mm,
 - b) **medium** – height – 580 mm x width – 415 mm x depth – 798 mm,
 - c) **large** – height – 886 mm x width – 415 mm x depth – 798 mm,and a permissible load not exceeding 20 kg.
 - 3) The **Bus Station** is the Lublin Bus Station at ul. Dworcowa 2 in Lublin managed by ZDiTM,
 - 4) **The Terms of Use for the Bus Station** are defined in the document entitled "Terms and Conditions for Using the Lublin Bus Station", available in the Bus Station hall and on the Bus Station's website at the following address: https://dworzeclublin.pl/wp-content/uploads/2024/05/Zalacznik_nr_3_do_uchwaly_warunki_i-zasady_korzystania_z_dworca_autobusowego.pdf,

- 5) The **user** is any person simultaneously using the Bus Station in accordance with the Terms of Use for the Bus Station and the services provided by ZDiTM by means of the Lockers, based on applicable Terms of Use,
- 6) **The Price List** refers to the Price List specifying fees for services provided by ZDiTM by means of the Lockers, as established by an Order of the Mayor of Lublin,
- 7) **Luggage** refers to the user's luggage, belongings, or other items stored in the Lockers in accordance with the Terms of Use, excluding the following:
 - a) firearms, explosives, corrosive or toxic substances, and any other items that may pose a danger to life, health, or property, or items whose possession requires separate permits or approvals, or whose possession is prohibited by law,
 - b) items that emit unpleasant odours, generate noise, or are perishable,
 - c) live or dead animals,
 - d) items that exceed the permitted dimensions or weight for the Lockers, batteries (disposable and rechargeable) with a capacity over 10,000 mAh, or devices equipped with such batteries,
 - e) valuable items, such as money, documents, electronic equipment, or jewellery,
 - f) items with a total value exceeding PLN 9,000.00 or the gross equivalent of EUR 2,000.00.
- 8) **Services** refer to the services provided by ZDiTM by means of the Lockers, i.e., the basic service of storing the User's Luggage and any other services, if specified in the Terms of Use or the Price List,
- 9) **Force majeure** refers to an extraordinary event of external nature, unforeseeable at the time of using the Services, such as a disaster, fire, flood, explosion, civil unrest, acts of war, terrorist attack, act of state authority, state of emergency, epidemic threat, or any other crisis situation in which measures are taken to prevent, counteract, combat, or mitigate the effects of a specific threat.
- 10) **The handling fee** is a lump-sum payment for an additional verification service provided by ZDiTM, in the amount specified by an Order of the Mayor of Lublin.

§ 2

Functioning of the Lockers

1. ZDiTM operates and makes available its own Lockers to Users at the Bus Station, through which it provides Services, under the terms specified in the Terms of Use.
2. The Lockers are located in the Bus Station hall on level 0 and are available to Users 24/7, subject to cases of Force majeure or situations specified in para. 3, for which ZDiTM is not responsible.
3. Due to the responsibilities of the Bus Station's management regarding security and organisation of operations, in justified incidental cases, ZDiTM may alter the days and hours of the Bus Station's operation, which may result in the unavailability of the Lockers. In such cases, you should call the passenger information number: phone (81) 466 67 15 (dispatcher), and after the dispatcher's working hours (6⁰⁰-22⁰⁰), you should contact the Bus Station security staff available at the Bus Station 24 hours a day.
4. The services provided by ZDiTM by means of the Lockers as self-service machines are not subject to focalisation, which means that the User does not receive a proof of sale in the form of a fiscal receipt.
5. In the event that a VAT invoice is required for the purchase of the Services, the User should send a request to ZDiTM no later than the 15th day of the month following the month of purchasing the Service. If such an objective possibility exists, especially after the necessary documentation or proof of service completion, ZDiTM will issue and provide the User with a VAT invoice at the earliest possible date.
6. The lockers are covered by video surveillance aimed at fulfilling ZDiTM's objectives, particularly ensuring safety and public order, as well as protecting people and property especially the staff and users of the Bus Station, as detailed in the Information Clause on the processing of personal data collected through video surveillance, available on the ZDiTM website at the following address: <https://zdtm.lublin.eu/pl/poziom-glowny/szczegolowe-klauczule-dotyczace-ochrony-danych-osobowych-w-zditm.html>. Video monitoring may be used to resolve disputes that may arise in connection with the operation of the Lockers.
7. ZDiTM allows Users to contact them regarding the Lockers, including issues related to malfunctions and irregularities in the operation of the Lockers, through the passenger information hotline at phone No. (81) 466 67 15. In urgent matters, after the dispatcher's working hours, the User may report issues regarding the Lockers to the Bus Station security, available at the Bus Station 24 hours a day. The Bus Station security staff may accept notifications, but

do not process them. Upon receiving notifications regarding the Lockers, ZDiTM shall examine them at the earliest possible time, based on the Terms of Use.

8. Complaints regarding the Services must be submitted by the User in writing or via email to the address of ZDiTM within 14 calendar days from the date of the event that forms the basis of the complaint. Complaints submitted after the specified deadline will not be processed.
9. A necessary condition for a complaint to be examined is the provision of contact details (name, surname, residence address or email address) that allow for a response to the complaint – a sample complaint form is attached as appendix 2 to the regulation.

§ 3

Use of the Lockers by the User

1. The use of the Lockers by the User is equivalent to accepting the Terms of Use.
2. The User is obliged to read and comply with the provisions of the Terms of Use. The User bears sole responsibility in this regard.
3. The Lockers should be used in the following manner:
 - 1) The User independently operates the process of using the Lockers usage through the control panel equipped with a touchscreen,
 - 2) The User may choose from three available language versions for operating the Lockers: Polish (default), English, and Ukrainian,
 - 3) The User confirms that they have read the Terms of Use; failure to confirm this will prevent the use of the Lockers,
 - 4) The User selects the needed and available size of the luggage locker (box); The User is solely responsible for choosing a locker (cabinet) size appropriate to the dimensions of the luggage; It is prohibited to place in lockers (boxes) luggage that exceeds the dimensions of the selected locker (box); Luggage must not cause the luggage locker (box) to not close properly or protrude from it; Luggage must not exceed the maximum permissible weight limit for the luggage locker (box) - 20 kg,
 - 5) The user can specify the duration of using the luggage locker (box) – up to a maximum of 72 hours; the User may use the Service for a shorter period than the minimum duration, but this does not reduce the Service fee; the consequences of using the Service for longer than the selected time are described below,

- 6) The user selects a luggage locker (box) from the available luggage lockers (boxes); the **User is obliged to remember the luggage locker (box) number and bears sole responsibility in this regard;** ZDiTM (Public Roads and Transport Authority of Lublin) shall not be liable for the User's loss of the luggage locker number resulting in the inability to access the luggage locker (box),
- 7) The user sets an individual four-digit PIN number (0–9 digits) for opening the luggage locker (box), and then confirms the selected PIN number by re-entering it; **the User is obliged to remember the assigned PIN number and bears sole responsibility in this regard;** ZDiTM shall not be liable for the User's loss of the PIN number resulting in the inability to access the luggage locker (box), nor for the use of the User's PIN number by a third party; When entering the PIN number, the User must ensure that no third party can view the data being entered,
- 8) The User shall pay in advance for the use of the luggage locker (box) in accordance with the Price List, using a payment card (via a payment terminal); once full payment for the Service has been made, the luggage locker (box) selected by the User will open,
- 9) The User may place only Luggage inside the luggage locker (box),
- 10) The User closes the luggage locker (box) themselves; luggage lockers (boxes) do not close automatically; the User bears sole responsibility for closing the luggage locker (box) correctly and by themselves,
- 11) The User retrieves Luggage from the luggage locker (box) by indicating the appropriate luggage locker (box) previously selected by the User, and then entering the PIN number assigned by the User,
- 12) if the User exceeds the prepaid Service time, the User is obliged to settle the payment for the Service in accordance with the Price List (exceeding the paid Service time results in additional charges for the Service in accordance with the Price List for each commenced 24 hours, up to a total of 72 hours); the luggage locker (compartment/cabinet) will not open unless the User first settles the outstanding payment for the Service; if the User has used the Service for a shorter period than the originally paid time, the machine informs the User of the remaining time until the end of the Service and asks for confirmation of whether they wish to end the Service or continue using it,
- 13) if the correct information is provided (locker number and PIN number) and any outstanding payment for the service is settled, the luggage locker

(compartment/cabinet) will open; the User must empty the luggage locker (compartment/cabinet of all Luggage; the User is solely responsible for taking the Luggage (all items) from the luggage locker (box); ZDiTM shall not be liable for any Luggage left behind in the luggage locker (box) after the Service has ended,

- 14) The User closes the luggage locker (box) after taking the Luggage from it,
 - 15) The User may open and close the luggage locker (box) at any time during the period for which the Service was purchased, until the Service ends,
 - 16) Once the User decides to finish using the Service, it is not possible to reopen the luggage locker (box); in order to reopen the same luggage locker (box), if it is still available, the User must re-purchase an appropriate Service under the terms described above.
4. It is prohibited to place in the luggage lockers (boxes) any Luggage that contains or consists of:
- 1) firearms, explosives, corrosive, poisonous materials, and other items that could pose a danger to life, health, or property, or items whose possession requires separate permits or approvals, or whose possession is prohibited by law,
 - 2) materials that emit unpleasant odours, emit sound, or are perishable,
 - 3) items that exceed the dimensions or weight allowed for the luggage locker (box),
 - 4) batteries (disposable or rechargeable ones) with a capacity exceeding 10,000 mAh, or devices equipped with such batteries,
 - 5) live or dead animals,
 - 6) valuables, e.g. money, documents, electronic devices, jewellery,
 - 7) items with a total value exceeding PLN 9,000.00 or EUR 2,000.00 gross equivalent.
5. If the User loses the PIN code and/or the number of the luggage locker (box), they must contact the passenger hotline at (81) 466 67 15 (dispatcher's office), and after the dispatcher's office working hours, the User should report to the Bus Station security staff, available on-site 24/7. Once the report is received, ZDiTM shall carry out verification procedures as soon as possible to determine whether the person reporting the issue is authorized to access a specific luggage locker (box). In this regard, ZDiTM may commence explanatory proceedings, in particular ones involving verification of video surveillance footage or other documents provided by the person (e.g., proof of a non-cash transaction or a personal statement). However, if doubts remain regarding the reporting person's right

to access a specific luggage locker (compartment/cabinet), ZDiTM may refuse to open the luggage locker (box). ZDiTM may open the luggage locker (box) only in the case of a clear and unambiguous positive verification of the User's right to access the luggage locker (box). In this respect, the Terms of Use shall apply. The User is aware of the consequences that may arise from losing the PIN code and/or the number of the luggage locker (box). Before the actions described in this paragraph are undertaken by ZDiTM, the reporting person will have to pay a handling fee, constituting a lump sum remuneration

for an additional verification service performed by ZDiTM, in the amount specified in the Price List.

6. In the event of exceeding the maximum time of using the Service indicated in para. 2 point 4 of the Terms of Use, i.e. when the Luggage is not collected by the User within the indicated period or in the event of a breach of the Terms of Use by the User, ZDiTM has the right to open the luggage locker (box) and empty it. Before the actions described in this paragraph are undertaken by ZDiTM, the reporting person will have to pay a handling fee, constituting a lump sum remuneration for handling the Luggage after emptying the luggage locker (box), in the amount specified in the Price List.
7. Luggage left in a luggage locker after the expiration of the period for which the User purchased the Service as well as luggage removed from a luggage locker (box) due to the violation of the Terms of Use by the User, after the expiration of the period for which the User purchased the Service, may be treated as found items within the meaning of the Act of 20 February 2015 on Found Items, and ZDiTM shall take action with respect to such items as specified in the aforementioned Act.

In the remaining scope, the provisions of the Bus Station's Terms of Use shall apply. This does not exempt the User from the obligation to pay fees for the unpaid period during which the luggage was stored by ZDiTM, and any other fees arising from the Bus Station's Terms of Use or the Luggage Room.

8. In the event of Force Majeure or a threat to the safety of the Bus Station, persons present therein, or property located therein, or at the request of relevant authorized public authorities (services), wherever it becomes necessary to open a luggage locker (box), ZDiTM shall have the right to open such luggage locker (box) and empty its contents at any time. ZDiTM shall store the User's Luggage from the emptied luggage locker (box) for a period allowing the User to collect it, not shorter than the period for which the User

purchased the Service. In order to collect Luggage from an emptied luggage locker (box), the User should contact the passenger helpline at phone No.: (81) 466 67 15. Luggage from an emptied luggage locker (box) that is not collected within 7 days of the expiration of the period for which the User purchased the Service, may be treated as found items within the meaning of the Act of 20 February 2015 on Found Items, and ZDiTM shall take action with respect to such items as specified in the aforementioned Act. In the remaining scope, the provisions of the Station's Terms of Use shall apply and the handling fee for storing Luggage after emptying the luggage locker (box) shall not be charged.

9. In the event that the User or the User's Luggage causes damage to the property of ZDiTM or third parties, in particular with respect to the Lockers, in connection with the use, improper use or attempted use of the Services, the User shall bear full liability towards ZDiTM or third parties in this respect.
10. Lockers are not guarded.
11. ZDiTM shall not be liable for any damage to the User caused by the use of the Lockers, unless ZDiTM is at fault in this respect.

§ 4

Final Provisions

1. The Terms of Use shall be made public in the manner specified in § 1 para. 2 point 1 of the Terms of Use. Making the Terms of Use public in this manner shall be considered to be the service of an agreement template to the other party under Art. 384 of the Civil Code Act of 23 April 1964.
2. In matters not regulated by these Terms of Use, other internal and external legal acts expressly indicated in the Terms of Use, or other generally applicable provisions of law, in particular the provisions of the Civil Code Act of 23 April 1964, shall apply.
3. The handling fee should be paid to the following account: Bank PEKAO S.A. nr 04 1240 1503 1111 0010 2200 2713 with description "opłata manipulacyjna bagażownia" (Pl - Luggage handling fee). Making the payment is a condition for opening the locker.