

**Specimen carriage of passengers contract entered into with a
natural person, a legal person or an organisational unit without
legal personality who is engaged in an economic activity**

.....
(stamp of the unit who is the
principal)

Financed from funds of
(PSP component)
(Order number in SAP)

CARRIAGE OF PASSENGERS CONTRACT

no.
(successive contract no./UW's organisation unit code/year)

entered into on..... in Warsaw by and between:

the University of Warsaw, with its registered office in Warsaw, ul. Krakowskie Przedmieście
26/28, 00-927 Warsaw, NIP (Tax ID No.) 525-001-12-66, REGON (Statistical ID No.)
000001258, represented by

..... ,
(first name and surname) (position)
acting under power of attorney no., granted by Rector of the
University of Warsaw, hereinafter referred to as "**Principal,**"

and (fill out and delete as appropriate)

..... usual address:
.....
(first name and surname)

..... ,
NIP (Tax ID No.), REGON (Statistical ID
No.)....., engaged in an economic activity under the name
.....¹

A printout from the Central Register and Information on Economic Activity comprises an
appendix to this contract,

..... usual address:
.....
(first name and surname)

¹ Data of the party that is a natural person engaged in an economic activity.

.....NIP (Tax ID No.)
.....REGON (Statistical ID No.), and
.....usual address:

(first name and surname)

.....NIP (Tax ID No.)REGON (Statistical ID No.), engaged in an economic activity in the form of a civil law partnership under the name:, in, NIP (Tax ID No.), REGON (Statistical ID No.),²represented by:.....,

(first name and surname)

Printouts from the Central Register and Information on Economic Activity concerning the partner to the civil law partnership comprise appendixes to this contract.

..... with its registered office in

....., entered by the District Court to the Register of Businesses of the National Court Register (KRS) with no.

.....,

NIP (Tax ID No.),

represented by: -,

(first name and surname)

(function)

based on an extract from the above-mentioned National Court Register/extract from the National Court Register and power of attorney. comprising appendix(es) to this contract³,

hereinafter referred to as the “**Carrier**,”

hereinafter individually referred to as “**Party**” and jointly as “**Parties**,”
worded as follows:

Section 1

1. The Carrier undertakes the carriage of passengers determined by the Principal, including luggage, on

2. The itinerary includes:

1).....

2).....

3).....

(indicate the place and time of departure and the place and time of arrival)

3. The length of the route is approximately km.

4. The service will be provided using the following means of transport:
..... (type of transport,
determine e.g. number of seats, standard: A/C, toilet, separate luggage space)

² Data concerning contractors who engage in an economic activity as part of a civil law partnership.

³Data on the party that is a legal person or an organisational unit without legal personality.

Section 2

1. For the proper performance of this contract, the Carrier has the right to fixed-rate remuneration amounting to: PLN gross,
say:....., including
VAT.....say
:.....zloty.
2. The Remuneration of the Carrier referred to in Clause 1 includes all costs and components related to the performance of the service and the conditions set by the Principal, including: VAT, fuel costs, costs of travel to the place where the service starts, costs of accommodation for drivers, discounts, rebates, daily allowances and remuneration for drivers, depreciation, road and motorway tolls, parking fees.
3. The Remuneration will be transferred to the Carrier's bank account, no.
4. The Principal undertakes to pay the remuneration within 30 days after the receipt of the VAT invoice, after the performance of the service without reservations, in accordance with terms and conditions of the contract.
5. The Agent represents that he/she:
 - 1) is an active VAT payer (delete as appropriate* ,
 - 2) the bank account referred to in Section 3 is a current account within the meaning of Article 49(1)(1) of the Act of 29 August 1997 – Banking Law (Dz. U. – Journal of Laws of 2019 sec. 2357), and is included and shown in the list referred to in Article 96b(1) of the VAT Act of 11 March 2004 (Dz. U. – Journal of Laws of 2020 sec. 106), hereinafter referred to as the “List,” maintained by Head of the National Revenue Administration (NRA Head) (delete as appropriate*).
6. The Agent undertakes to notify the Principal of the loss of his/her status of an active VAT payer, or of his/her bank account being deleted from the List referred to in Clause 3, within 24 hours after the loss of the status of an active VAT payer or the deletion of his/her account from the List, respectively (delete as appropriate*).
7. When making payments, the Principal will apply the split payment mechanism referred to in the VAT Act of 11 March 2004 (delete as appropriate*).

Section 3

1. The Carrier declares that it has all the licences to perform road transport for consideration.
2. The Carrier declares that it has a current and valid professional liability insurance and accident insurance contract.
3. The Carrier will provide a sufficient number of drivers in accordance with the rules governing drivers' working hours.

Section 4

The Carrier undertakes to:

- 1) provide the vehicle referred to in Section 1 Clause 4 with a *driver/... drivers obliged (if necessary, indicate the number of drivers and delete as appropriate)* to operate the vehicle;

* Applicable only if the Agent is exempt from VAT

- 2) provide the vehicle referred to in Section 1 Clause 4 in the place and at the time specified by the Principal, i.e.;
- 3) ensure the proper technical condition of the vehicle referred to in Section 1 Clause 4 for the duration of the service provision;
- 4) ensure, at its own expense, the fuel necessary for the planned route;
- 5) have compulsory motor vehicle owner's liability insurance in respect of the vehicle referred to in Section 1 Clause 4, and provide accident insurance for *driver/drivers* (*delete as appropriate*), as well as provide accident insurance for passengers;
- 6) provide a set of documents required for the performance of the carriage.

Section 5

1. If the means of transport breaks down on the route or it is not admitted to operation by the police or other authorities authorised to do so, the Carrier undertakes to eliminate the breakdown immediately, and in the absence of such a possibility, it undertakes to provide other means of transport of the same or higher standard at its own expense within hours plus the estimated time of arrival at the place of stoppage of the original means of transport from the registered seat of the Carrier, subject to provisions of Clause 2.
2. A delay in the performance of the service (each of its stages) exceeding is the basis for the Principal to terminate the contract with immediate effect. In this case, the Principal has the right to entrust the performance of the contract to a third party at the Carrier's expense; however, the Carrier is also obliged to pay costs of accommodation of the persons transported on the day of delay.

Section 6

1. In the case of non-performance or improper performance of the contract, regardless of provisions of Section 5, the Carrier will pay the following liquidated damages to the Principal:
 - 1) for the delay in the performance of the service (each of its stages), the Carrier will pay liquidated damages to the Principal amounting to ... % of the gross remuneration referred to in Section 2 Clause 1, for each *day/hour* (*delete as appropriate*) of delay;
 - 2) for the improper performance of the service, other than specified in item 1, the Carrier will pay liquidated damages to the Principal amounting to ... % of the gross remuneration referred to in Section 2 Clause 1;
 - 3) for the failure to perform the service (each of its stages), the Carrier will pay liquidated damages to the Principal amounting to ... % of the gross remuneration referred to in Section 2 Clause 1;
 - 4).....
2. The Principal may claim damages in excess of the liquidated damages referred to in Clause 1 on general terms.
3. The Carrier agrees to deduct the liquidated damages referred to in Clause 1 from the remuneration due to it without being separately requested to do so. If the damages are not deducted from the current receivables of the Agent, they will be paid under a separate request for payment.

4. Termination of the contract by the Principal does not affect the right to charge the liquidated damages referred to in Clause 1.

Section 7⁴

- 1. The Agent’s personal data, set out herein, are processed in accordance with Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 2. Information on the processing of personal data is attached as Appendix to the contract.
- 3. The Agent hereby confirms that he/she has read and understands the information on the processing of his/her personal data.

Section 8

- 1. Appendix to the contract form an integral part hereof.
- 2. All amendments hereto, the dissolution or termination hereof must be made in writing, otherwise null and void.
- 3. Without the Principal’s written consent, the Carrier must not assign upon third parties any receivables under the contract, or set off his/her receivables against the Principal’s receivables. Any deductions or transfers of receivables made without the prior written consent of the Principal are ineffective for the Principal.
- 4. In matters not regulated herein, provisions of Polish law (including the Civil Code of 23 April 1964) apply.
- 5. Parties hereto must first attempt to resolve all disputes in connection with this contract in an amicable manner. If they fail in their attempt, such disputes will be settled by the common court having jurisdiction over the registered office of the Principal.
- 6. The contract is entered into pursuant to of the Public Procurement Law of 29 January 2004.
- 7. The contract has been drawn up in (specify the number) counterparts, including (specify the number that amounts to at least 1) for the Principal and one for the Carrier.

Appendix:
Information on personal data processing

.....
Principal

.....
Carrier

.....
⁴ Delete if the Carrier is not a natural person.

Bursar/Deputy Bursar/Bursar's Representative