

REGULATIONS FOR PASSENGER CRUISES DURING SAIL 2026

Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o. w Szczecinie

§1 Definitions

For the purposes of these Regulations, the following terms shall have the meanings assigned to them below:

1. **Organizer** – Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o., with its registered office in Szczecin, Tadeusza Wendy 8, 70-655 Szczecin, Poland, Tax Identification Number (NIP): 8510207224, National Business Registry Number (REGON): 000145052, National Court Register (KRS): 0000292505.
2. **Carrier** – an undertaking authorized to provide inland waterway passenger transport services, performing a given Cruise and identified in the Offer and on the Ticket.
3. **Contracting Party** – the Organizer or the Carrier, depending on which of these entities is expressly identified in the Offer, prior to the conclusion of the contract, as the party to the contract of carriage.
4. **Vessel** – a watercraft intended for the carriage of Passengers, operating during the Sail 2026 event in Szczecin on 14–16 August 2026.
5. **Purchaser** – a person who concludes the contract and purchases a Ticket for themselves or for another Passenger.
6. **Passenger** – any person entitled to participate in a Cruise on the basis of a valid Ticket, including a minor travelling under the supervision of an adult.
7. **Consumer** – a natural person entering into a legal transaction with an entrepreneur for purposes not directly related to their trade, business or profession.
8. **Ticket** – a paper or electronic document confirming the conclusion of the contract and entitling the specified number of persons to participate in a particular Cruise.
9. **Cruise** – a paid passenger transport service performed by a Vessel along the route, on the date and for the duration specified in the Offer.
10. **Offer** – information concerning a specific Cruise made available prior to the purchase of a Ticket, including, in particular, the Carrier, the Vessel or type of vessel, the date, boarding location, route, estimated duration, price, available discounts and any special conditions of carriage.
11. **Website** – the Organizer's website available at <https://zagleszczecin.eu>.
12. **Ticketing Service** – an external ticket sales system to which the Website may redirect users.
13. **Master of the Vessel** – the captain, master or any other person in command of the Vessel who is responsible for the safety of navigation.

§ 2. Scope and Availability of the Regulations

1. These Regulations govern the rules for concluding and performing contracts relating to Cruises and the rules applicable to Passengers while on board the Vessel.
2. The Regulations shall be made available to the Purchaser prior to the conclusion of the contract in a manner enabling them to be stored, reproduced and accessed, in

particular through the Website, the Ticketing Service and, in the case of on-site sales, at the point of sale.

3. The version of the Regulations made available to the Purchaser prior to purchasing a Ticket forms an integral part of the contract. Upon request, the Organizer shall explain the meaning of the provisions contained herein.
4. Amendments to these Regulations shall apply only to contracts concluded after the amended version has been made available. Contracts concluded earlier shall remain subject to the version of the Regulations in force at the time of Ticket purchase unless the amendment results from mandatory provisions of law and does not infringe the Passenger's acquired rights.
5. In the event of any inconsistency between these Regulations and the individual conditions applicable to a particular Cruise, the conditions specified in the Offer shall prevail, provided that they are not less favorable to the Passenger than the mandatory provisions of applicable law.

§ 3. Organizer, Carrier and Contact Details

1. The Organizer shall be responsible for preparing and publishing the Cruise Offer and for performing the obligations which, under the Offer and the contract, it has undertaken to perform.
2. The identity of the Carrier operating a given Cruise and the entity acting as the contracting party shall be disclosed to the Purchaser before the Ticket is purchased and shall also be indicated on the Ticket or in the purchase confirmation.
3. Where the Organizer concludes the contract of carriage in its own name, entrusting the actual performance of the Cruise to another entity shall not limit the Organizer's liability towards the Passenger arising under applicable law or the contract concluded.
4. The Organizer may be contacted at:

Żegluga Szczecińska Turystyka Wydarzenia Sp. z o.o
ul. Tadeusza Wendy 8
70-655 Szczecin, Poland

E-mail: sekretariat@zstw.szczecin.pl

Telephone: +48 517 156 187

5. Operational information concerning a particular Cruise, including contact details for customer service on the day of the Cruise, may additionally be specified in the Offer or on the Ticket.

§ 4. Conclusion of the Contract and Tickets

1. Tickets may be purchased online via the Website or the Ticketing Service, as well as in person at locations and during opening hours specified by the Organizer.
2. The contract shall be concluded upon payment of the Ticket price and issuance of the Ticket or delivery of the purchase confirmation, unless the Offer expressly provides otherwise.

3. The Ticket shall indicate at least the Carrier or the Contracting Party, the Cruise, the date, the route or transport zone, the price and, where applicable, the basis for entitlement to a reduced-fare or complimentary Ticket.
4. A Ticket shall be valid only for the Cruise, date, category and number of Passengers specified therein. If a Ticket does not bear the Passenger's name, it may be transferred to another person meeting the conditions applicable to the relevant Ticket category, unless the Offer or the nature of the Cruise provides otherwise.
5. Every Passenger, including a child travelling free of charge, must hold a Ticket or be covered by a Ticket expressly indicating the number of persons entitled to travel.
6. The Purchaser shall be responsible for the accuracy of the information provided during the purchase process and for protecting the Ticket against copying or use by an unauthorized person. Where multiple copies of the same Ticket are presented, priority shall be given to the person whose Ticket was verified first, unless the rightful Purchaser can be identified.
7. Passenger transport contracts concluded at a distance are exempt from the general 14-day right of withdrawal provided for under consumer protection legislation.

§ 5. Ticket Prices and Fare Reductions

1. The standard ticket prices for passenger Cruises are as follows:
 1. Standard Ticket – PLN 60.00;
 2. Reduced-Fare Ticket – PLN 30.00;
 3. Family Ticket (2 adults + 2 children) – PLN 150.00;
 4. Child under 3 years of age on the date of the Cruise – free of charge.
2. All prices are gross prices and must be paid before the commencement of the Cruise. The price of a particular Cruise may differ if expressly stated in the Offer prior to the purchase of the Ticket.
3. Reduced-Fare Tickets are available to:
 1. school pupils upon presentation of a valid school ID;
 2. university students up to 26 years of age upon presentation of a valid student ID;
 3. holders of the Polish Large Family Card (Karta Dużej Rodziny), upon presentation of the card and, where required, proof of identity;
 4. pensioners and disability pension recipients upon presentation of a valid pensioner's ID;
 5. persons with disabilities upon presentation of a document confirming their entitlement, unless more favourable conditions are provided by law or in the Offer.
4. The Family Ticket (2+2) is valid for two Passengers travelling on Standard Tickets and two children or young persons entitled to Reduced-Fare Tickets.
5. Documents confirming eligibility for a reduced fare shall be presented upon request by the crew or authorized staff. If such documentation is not presented, the Passenger may, where operationally possible, pay the difference between the reduced fare and the Standard Ticket price. Failure to produce the required document shall not justify charging any amount exceeding that permitted by applicable law and the Offer.

§ 6. Cruises, Route and Boarding

1. Standard Cruises last approximately two hours and operate along the route specified in the Offer, generally towards the northern districts of Szczecin, including the Skolwin and Gocław areas. The final route may be modified depending on weather conditions, water levels, navigational circumstances and the decisions of the Master of the Vessel.
2. The special Lower Oder Valley Cruise organized within the Cross Oder project on 14 August 2026 is scheduled to operate on the following route: Szczecin – Mescherin – Gartz – Mescherin – Szczecin between 10:00 a.m. and 7:00 p.m.
3. Passengers should arrive at the boarding location no later than **[10/15] minutes** before the scheduled departure time. Boarding may be closed earlier where necessary to ensure the punctual and safe commencement of navigation.
4. A Passenger arriving after boarding has been closed is not guaranteed participation in the Cruise. Where the delay is attributable to circumstances beyond the control of the Organizer or the Carrier, the Ticket price shall not be refunded unless the Offer provides otherwise.
5. The Organizer may postpone the departure of a Cruise by a short period, without any obligation on the part of the Passenger, provided that such delay does not compromise safety, the operational schedule or the rights of other Passengers.
6. Children under 15 years of age may participate in a Cruise only under the continuous supervision of an adult Passenger. The accompanying adult shall be responsible for ensuring the child's safety and compliance with all instructions issued by the crew.
7. A Passenger with reduced mobility or requiring special assistance should notify the Organizer of their needs as early as reasonably possible, preferably before purchasing a Ticket. Failure to provide advance notice shall not in itself constitute grounds for refusing carriage where the required assistance can reasonably and safely be provided.

§ 7. Safety and Order

1. Passengers shall comply with all lawful instructions issued by the Master of the Vessel and members of the crew concerning safety, public order, boarding procedures, passenger seating or positioning, the use of onboard equipment, and disembarkation.
2. Passengers shall exercise particular care while on board the Vessel, on piers and at berthing locations. During harbor maneuvers, passage beneath bridges, lock operations, berthing and departure maneuvers, it is prohibited to lean over or cross the safety railings.
3. The following items or substances shall not be brought onto or used on board the Vessel where, by reason of their nature, packaging or circumstances, they may endanger life, health, navigation safety, public order or property, including in particular:
 1. explosive, pyrotechnic, flammable or corrosive materials, except for everyday items permitted by law and properly secured;
 2. firearms, ammunition and other dangerous implements, without prejudice to rights arising under specific legal provisions;

3. narcotic drugs, psychotropic substances, substitute substances or new psychoactive substances;
 4. open containers of paint, grease or other substances capable of contaminating or damaging the Vessel.
4. The following are prohibited on board the Vessel:
 1. the use of open flames;
 2. smoking tobacco products, using electronic cigarettes or similar devices, unless the Carrier has designated a lawful smoking area;
 3. throwing objects or substances into the water;
 4. damaging onboard equipment or using it contrary to its intended purpose;
 5. behaviour that disturbs public order, endangers safety or causes significant inconvenience to other Passengers.
5. Animals are not permitted on board unless the Offer for a particular Cruise expressly provides otherwise. This prohibition shall not apply to an assistance dog accompanying a person with a disability in accordance with applicable law.
6. Bicycles may only be carried on Cruises and under the conditions expressly specified in the Offer. In all other cases, bringing bicycles on board is prohibited.
7. Passengers shall secure their personal belongings in a manner preventing movement, damage, loss or any risk to other persons.

§ 8. Refusal of Carriage and Removal from the Vessel

1. The Master of the Vessel may refuse boarding to a Passenger or require the Passenger to leave the Vessel where this is necessary and proportionate for the purposes of navigation safety, the protection of life or health, public order, or in the event of a material breach of these Regulations, including where the Passenger:
 1. is in a condition preventing safe participation in the Cruise, including being under the influence of alcohol or drugs;
 2. poses a danger to themselves, other persons, the crew, the Vessel or the environment;
 3. refuses to comply with safety-related instructions;
 4. possesses a prohibited item or substance and refuses to remove or properly secure it;
 5. seriously or persistently disrupts public order or behaves contrary to accepted standards of conduct.
2. Unless an immediate danger exists, a Passenger should, prior to refusal of carriage or removal from the Vessel, be requested to cease the infringement and informed of the possible consequences.
3. A Passenger refused carriage or removed from the Vessel on the grounds specified in paragraph 1 shall be entitled to a refund corresponding to the unused part of the transport service, less any applicable cancellation fee, in accordance with Article 17(4) of the Polish Transport Law Act.
4. Paragraph 3 shall not prejudice any broader rights of the Passenger where refusal of carriage or removal from the Vessel was unlawful, unjustified or disproportionate.
5. Where a Passenger is removed during the Cruise, such removal shall take place only at a location where it is legally and practically possible and where it does not endanger the Passenger's life or health.

§ 9. Changes, Cancellation and Interruption of a Cruise

1. For reasons relating to safety, navigation, hydrological conditions, weather conditions, technical failures, decisions of competent authorities, closure of waterways, breakdown of the Vessel or force majeure, the Organizer or the Carrier may change the Vessel, the route, the departure time or the expected duration of the Cruise or, where performance of the service becomes impossible or unsafe, cancel or interrupt the Cruise.
2. Passengers shall be informed of any change, cancellation or interruption of the Cruise without undue delay using the available means of communication and, where reasonably possible, at the boarding location.
3. A minor change which does not deprive the Cruise of its principal purpose and is justified by safety or navigational conditions shall not entitle the Passenger to a refund, subject to mandatory provisions of applicable law.
4. Where a significant change is made before the Cruise commences, the Purchaser may either accept the change or withdraw from the contract and receive a full refund of the Ticket price. A significant change shall include, in particular, a change of the Cruise date, a substantial change to the departure time or a change of route which deprives the Cruise of its principal purpose.
5. In the event of cancellation of the Cruise, the Purchaser shall be entitled to a full refund of the Ticket price within 7 days from the date of cancellation. The refund shall be made using the same method of payment unless the Purchaser expressly agrees to another method that does not involve any additional cost.
6. Where a Cruise is interrupted, the Passenger shall, depending on the circumstances, be provided with safe return transport or transport to an appropriate location and shall receive a refund of all or an appropriate part of the Ticket price, taking into account the part of the service already performed and the applicable legal provisions.
7. The provisions of this Section shall not limit any broader rights of the Passenger arising under mandatory provisions of law, including, where applicable, Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.

§ 10. Liability and Damages

1. A Passenger shall be liable, in accordance with applicable law, for any damage caused through their fault to the property of the Organizer, the Carrier, the crew or other persons.
2. A Passenger shall promptly notify the crew of any damage, malfunction, hazard, or loss of or damage to property observed during the Cruise. Failure to report such circumstances immediately shall not deprive the Passenger of their right to pursue a claim if its validity can be established by other means.
3. The liability of the Organizer and the Carrier for non-performance or improper performance of the contract, personal injury, and loss of or damage to a Passenger's property shall be governed by the applicable provisions of law, in particular the **Polish Transport Law Act**, the **Polish Civil Code**, and, where applicable, the relevant provisions of **European Union law**.
4. In respect of personal belongings carried by the Passenger under their own supervision, the Carrier shall be liable only in the cases and under the conditions

provided for in the Polish Transport Law Act. Nothing in these Regulations shall exclude or limit the liability of the Organizer or the Carrier for damage resulting from their fault or from circumstances for which they are liable under mandatory provisions of law.

§ 11. Complaints

1. Complaints concerning the non-performance or improper performance of the contract may be submitted:
 1. in writing to: **Szczecin Shipping Tourism Events Ltd.**
ul. Tadeusza Wendy 8
70-655 Szczecin
Poland;
 2. by e-mail to: sekretariat@zstw.szczecin.pl;
 3. by any other method specified in the Offer or by the relevant Carrier, where this facilitates the Passenger's pursuit of their claim.
2. A complaint should contain sufficient information to identify both the complainant and the contract concerned, together with a description of the circumstances, the claim being made and, where available, documents supporting the claim, in particular the Ticket or proof of purchase.
3. Where a complaint does not contain the information necessary for its examination, the complainant shall be requested to provide the missing information within fourteen days, together with an explanation of the deficiencies and the consequences of failing to remedy them.
4. A response to the complaint shall be provided without undue delay and no later than thirty days from the date of its receipt, unless mandatory provisions of law prescribe a shorter period. Failure to respond within the applicable time limit shall have the legal consequences provided for by law.
5. The response shall include the decision together with the reasons for it and, where the complaint is rejected in whole or in part, information concerning the available means of further pursuing the claim, including any competent alternative dispute resolution body and the possibility of bringing proceedings before a competent court.
6. Submission of a complaint shall not prejudice the Passenger's right to pursue legal remedies before a court after completion of the complaint procedure, where such procedure is required by applicable law.

§ 12. Alternative Dispute Resolution

1. A Consumer may obtain free assistance from the competent municipal or district Consumer Ombudsman, including the Municipal Consumer Ombudsman in Szczecin.
2. A Consumer may submit an application for out-of-court resolution of a consumer dispute to the competent Provincial Inspectorate of the Trade Inspection Authority in accordance with the provisions of the Polish Act on Out-of-Court Resolution of Consumer Disputes.
3. Participation in out-of-court dispute resolution procedures is voluntary and does not affect the right to pursue claims before a competent court.

§ 13. Final Provisions

1. Matters not governed by these Regulations shall be subject to the laws of the Republic of Poland, including in particular the Polish Civil Code, the Polish Transport Law Act, the legislation governing inland navigation and, where applicable, Regulation (EU) No 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway.
2. The choice of Polish law shall not deprive a Consumer of the protection afforded by mandatory provisions of law that would apply irrespective of such choice of law.
3. Should any provision of these Regulations be held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision shall be replaced by the applicable provision of law.
4. These Regulations shall enter into force on 13 July 2026.