

Pursuant to Article 103 of the Road Transport Act (Official Gazette numbers 41/18, 98/19 and 30/21) and Article 6 of the Ordinance on bus stations (Official Gazette number 57/18) LIBURNIJA d.o.o. ZADAR, Ante Starčevića 1, OIB [Personal Identification Number] 03655700167 (hereinafter: Liburnija d.o.o.), on 4 June 2022 in Zadar issues the following

## **GENERAL CONDITIONS GOVERNING THE PERFORMANCE OF BUS TRANSPORT**

### **GENERAL PROVISIONS**

#### **Article 1**

The general conditions governing the performance of bus transport are set out for Zadar and Biograd na Moru bus stations, which are owned by Liburnija d.o.o. and on which Liburnija d.o.o. provides bus station services.

#### **Article 2**

Bus station services in Zadar and Biograd na Moru are available for all users equally without discrimination and in accordance with the Ordinance on bus stations (Official Gazette 57/18).

### **BUS STATION SERVICES**

#### **Article 3**

The services provided by the bus stations in Zadar and Biograd na Moru are:

1. Bus stopping and dispatch of buses and passengers
2. Use of the bus parking lot
3. Ticket sales
4. Bus station services (information, transport services, use of space, waiting room, maintenance, lighting, cleaning and washing).
5. Reservations and saving the bus seat
6. Issuance of ticket price certificate
7. Storage and safekeeping of luggage, letters and packages
8. Use of sanitary facilities
9. Use of telephone and loudspeaker
10. Parking of passenger cars in specifically identified positions

Liburnija d.o.o. will provide the services referred to in paragraph 1 of this Article relating to natural or legal persons carrying out the activities of transporting passengers pursuant to the Contract for the provision of bus station services and these General conditions.

These services are charged to users according current Price lists of bus stations in Zadar and Biograd na Moru which are an integral part of these General conditions.

### **SERVICES FOR CARRIERS**

#### **Article 4**

Carriers use the services of bus stations in Zadar and Biograd na Moru in accordance with the Road Transport Act (Official Gazette numbers 41/18, 98/19 and 30/21), these General conditions and the Contract for the provision of bus station services.

#### **Article 5**

The carrier obtains the right to use bus stations in Zadar and Biograd na Moru after concluding a Contract regulating the relationship between the contracting parties.

Upon termination of the Contract from the preceding paragraph, the right to use the bus station services in Zadar and Biograd na Moru terminates as well.

The right to use the bus station services in Zadar and Biograd na Moru also ceases in case the carrier does not settle its liabilities towards Liburnija d.o.o.

#### **Article 6**

Liburnija d.o.o. will provide all public transport carriers with bus stopping and dispatching services according to the issued permits and in accordance with these General conditions, as well as provide bus stopping and dispatching services in particular scheduled, occasional and alternating transport in accordance with the available number of platforms.

#### **Article 7**

Prior to using the services of bus stations in Zadar and Biograd na Moru, Liburnija d.o.o. requires that the carrier submits permits for lines on which it uses a particular bus station, timetables, a Price list with conditions of passenger transport, as well as all types of tickets for passenger transport. The operator is obliged to report any change related to the operation of the carrier's lines, timetables, permits and Price list no later than 7 (seven) days in advance.

Liburnija d.o.o. undertakes to display the carrier's arrivals and departures in a conspicuous place, as well as to sell tickets from preceding paragraph in accordance with the Price list and the written instructions provided by the carrier.

#### **Article 8**

Liburnija d.o.o. undertakes to provide, within its capabilities, the required capacities for receiving passengers on the carrier's lines, a sufficient number of arrival and departure platforms for the needs of the carrier in accordance with the arrival and departure times within the timetables for which the carrier holds a permit.

Liburnija d.o.o. also undertakes to receive an increased number of buses per line, within its capabilities, if the carrier has announced the need for additional capacity.

#### **Article 9**

The carriers are required to use the services of bus stations in Zadar and Biograd na Moru in accordance with the provisions of these General conditions and the Contract for the provision of bus station services, ensuring to avoid damaging or polluting its areas or the environment, and avoid interfering with the activities of bus stations in Zadar and Biograd na Moru or other carriers that use the services of these bus stations. In case of damage due to conduct that is not in accordance with the above, the damages must be compensated to Liburnija d.o.o.

## **Article 10**

Liburnija d.o.o. requires that the carrier reports in advance every arrival and departure of buses from the bus stations in Zadar and Biograd na Moru, i.e. any cancellation of arrival or departure.

## **Article 11**

Upon passenger request, Liburnija d.o.o. may refund the carrier's ticket sold on the points of sale of Liburnija d.o.o., in accordance with the General conditions of operation of an individual carrier and charge the passenger a commission of 10% of the ticket price.

## **Article 12**

In public line transport, in case of concluding a Ticket sales contract, bus stations in Zadar and Biograd na Moru will charge each passenger for the station service and reservation (marking) of seats according to the valid Price list of each bus station, in addition to charging for the ticket.

Traffic staff of Liburnija d.o.o. has the right to inspect passenger's tickets in the carrier's bus on a daily basis, and the bus crew is obliged to allow it and to sign the control report. If the carrier bus crew does not allow this inspection, the traffic staff shall make an official note, and the record shall be deemed to have been duly signed and agreed with by the carrier.

If the traffic staff of Liburnija d.o.o. determines, during the aforementioned inspection, that there are passengers in the bus without a ticket, the staff has the right and duty to instruct the passenger to buy a ticket at the box office of the bus stations in Zadar and Biograd na Moru.

The passenger is considered to have a ticket if it has been purchased at the box office of the bus stations in Zadar and Biograd na Moru. If the ticket has been purchased at another organized point of sale, the station service shall be paid. The passenger may have another appropriate document instead of a ticket, provided that the station service is paid for.

If the passenger has bought the ticket at another organized point of sale without paying for the station service, the traffic staff of Liburnija d.o.o. has the right and duty to instruct the passenger to pay for the station service at the box offices of the bus stations in Zadar and Biograd na Moru.

The carrier that sells its own tickets is obliged to charge for the station service and charge it according to the valid Price list of each bus station. The carrier is obliged to remit to Liburnija d.o.o. the amount corresponding to the number of tickets sold by the 10th of the month for the previous month.

By accepting these General conditions, the carrier gives its consent to Liburnija d.o.o. that they can recover the unpaid station service from the sold tickets determined by the control record.

### **Article 13**

In cases where the same line has several carriers Liburnija d.o.o. undertakes to sell the tickets of the carrier with earlier departure, except in cases where the passenger wishes to travel by another carrier's bus.

### **Article 14**

Billing and payment for the station services is conducted in accordance with the Contract for the provision of bus station services established between Liburnija d.o.o. and the carrier.

## **SEVICES FOR OTHER USERS**

### **Article 15**

Services for other users of bus stations in Zadar and Biograd na Moru are carried out pursuant to these General conditions, and are charged immediately after the service has been provided according to the valid Price list of bus stations in Zadar and Biograd na Moru.

## **TRANSITIONAL AND FINAL PROVISIONS**

### **Article 16**

These General conditions enter into force and apply after the expiration of eight (8) days from the date of publication on the notice board of Liburnija d.o.o.

### **Article 17**


After these General conditions enter into force, the General conditions governing the performance of bus transport from 24 December 2016 shall be terminated.

### **Article 18**

In cases where one of the provisions of these General conditions is contrary to a current or subsequently adopted law or other regulation, it will not affect the validity of the entirety of these General conditions, but the law or regulation in question will directly apply instead of the contrary provision.

Number: 01-487/22

LIBURNIJA d.o.o. Zadar  
MANAGEMENT BOARD  
Manager



Edvin Simunov, dipl. iur.

General conditions governing the performance of bus transport were published on the employer's notice board on 27 May 2022, and entered into force on 4 June 2022.