

## **TERMS OF SERVICE**

The licensee and the holder of rights connector with using services of company Mercedes- Taxi s. r. o., with residence Dúbravská cesta 2, 841 04 Bratislava, company registration No.: 46 953 892, tax registration No.: 2023664984, VAT registration No.: SK2023664984, registered in the Commercial Register of the District Court Bratislava I, Section Sro, insert No. 86349/B, e-mail address: info@taxi-schwechat.sk, telephone: 00421 905 458 161 or 00421 911 458 161 (hereinafter as “**Company**”).

These Terms of Service regulate legal relationships, rights and obligations of the company and their customers.

If you do not agree with these Terms of Service, you should not place an order and you are obliged to terminate using our services.

Access to and the use of our services is available only to persons who have a legal capacity and are entitled to be legally bound under the applicable law. By using our services You declare that You have a legal capacity and You are entitled to accept and abide by these Terms of Services.

The currently valid version of the Terms of Service shall always be published on our website.

Brief characteristics of the Service provided by our company

By using our services you conclude a contract for passenger transport (taxi) between you and our company accordance §760 and the following of the Act No. 40/1964 Col. Civil Code of the Slovak republic and the other applicable legislation.

### **Order of transport services**

The condition for entering the request for transport services is the agreement with these Terms of Service, and once you send an order by completing the online form or via call to our company, we are notified of this request. Than You will be notified of this fact and You will receive detailed information about this order and confirmation of your order.

### **Pricing and Payment method**

Exact price of the transport depends on amount of transported persons and amount of luggage. You can see the pricing of the services on the following link *(tu prosím umiestniť odkaz na Cenník)*. Prices are valid for Mercedes-Benz Class E and for minibuses in ExtraLong, and are the same in case of opposite direction as shown in Price list. Price is for one vehicle from one address to another one. We charge 3 € for each additional address. Price list is valid from 01.01.2018.

Company is VAT payer. Prices are without VAT. VAT is charged only within the national transportation.

In case of any other request or different destination as specified, please do not hesitate to contact us for specific price offer.

Payment for services can be made in cash or by payment card. Supported payment cards: American Express, Diners Club, JCB, Maestro, MasterCard, MasterCard Electronic, VISA, VISA Electron and ZBK.

The payment for the provision of the transport (taxi service) will be made in accordance with the payment method that You have chosen

### **Rights and obligations**

We take care of passengers safety and comfort during the transportation.

We are responsible to customers for defects in the Application in accordance with the relevant provisions of the Civil Code. You may contact us at any time at the contact as shown on our website.

The carriage of contaminated substances and prohibited articles as well as objects of health endangering transport safety are strictly forbidden.

You have right to compensation for the damage incurred by the passenger by not being transported on time according to provisions of Civil Code.

If a passenger causes health damage or luggage damage, company is liable under the provisions on liability for damage caused by the transport service.

Anyone who violates the obligation from a contractual relationship shall be liable to compensate for the damage caused to the other party unless he proves that the breach of duty was caused by circumstances excluding liability. Exclusive liability is considered to be an impediment that occurred independently of the will of a liable party and prevents it from fulfilling its obligation if it can not reasonably be assumed that the obligated party averted or overcame that obstacle or its consequences, and further, that at the time of the commencement of the obligation it anticipated this obstacle. Liability is not excluded by an obstacle that arises only at the time when the obligated party was late in fulfilling its obligation or arose from its economic situation. Exclusive liability effects are limited only to the time as long as the obstacle, with which these effects are linked, persists.

### **Supervisory Authority and Consumer Protection**

The supervisory authority for the consumer protection is the Slovak Trade Inspection (STI), the STI Inspectorate for the Bratislava Region, Prievozská 32, P.O. Box 5, 820 07 Bratislava 27, Department of Technical Control of Products and Consumer Protection.

Customer, if he is a consumer, has the right to seek the protection of his consumer rights to an alternative dispute resolution entity during which he cooperates with that entity in order to resolve the dispute quickly.

In case of solving problem by the European Consumer Centre, you have to provide a delivery address, e-mail address or a telephone contact to the alternative dispute resolution entity appropriate to resolve the dispute. Possibilities and conditions of an alternative dispute resolution are regulated by Act No. 391/2015 Col. on alternative dispute resolution of consumer disputes as subsequently amended. More detailed information on the alternative dispute resolution can be found at the internet address <http://www.mhsr.sk/alternativne-riesenie-spotrebitelskych-sporov-clr>, which leads at the same time the list of alternative consumer dispute resolution entities, as well as at [http:// www.soi.sk/sk/Alternative-rizeniespotrebitelskych-sporov.soi](http://www.soi.sk/sk/Alternative-rizeniespotrebitelskych-sporov.soi), which is one of the subjects of alternative dispute resolutions of consumer disputes. A proposal to launch an alternative dispute resolution can be submitted also via the platform located at the internet address <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

### **Personal Data**

You acknowledge that we process your personal data for the purposes and under conditions stated in the Privacy Policy posted at our website.

### **Final provisions**

These Terms of Service together with documents to which the Terms of Service refer and with other legal notices or additional contractual conditions or rules published by the company represent the entire agreement between you and company.

These Terms of Service are valid from May 25, 2018.