

## Business Terms DEFINITIVNĚ s.r.o. (AIRPORT DRIVER Czech Republic)

1.

Web site operator [www.airportdriver.vip](http://www.airportdriver.vip)

DEFINITIVNĚ s.r.o., Táboritská 880/14, Praha 3 - Žižkov, 13000, company ID: 29136997 (hereinafter referred to as the operator ) issues these business and transport terms.

These terms and conditions govern the rights and obligations of the operator

and

any natural or legal person who makes an order through the order form on the website [www.airportdriver.vip](http://www.airportdriver.vip) or by phone order via dispatching to the phone number +420 601 66 66 69

(hereinafter referred to as the client).

2.

By completing the necessary information in the order and sending the completed form by clicking on the "binding order " button in the order form or by making a telephone order via the above dispatching center, the client makes a proposal for the conclusion of a transport contract to a selected group of carriers.

After sending a filled-in form or by phone order, the operator is obliged to confirm to the client within 60 minutes receipt of the proposal for conclusion of the contract by SMS.

A proposal for the conclusion of a contract by the client is made within the time limit set for its acceptance, the run of which ends with a moment corresponding to the date and time of the transport indicated by the client. The proposal to conclude a contract with other carriers shall expire at the time when the first carrier accepts the proposal.

The moment of closure with the baggage is at least 60 minutes before the date and time of the shipment. The operator shall send to the client, on behalf of the haulier who has authorized it, the acceptance of the proposal for conclusion of the contract in the form of an SMS message sent to the client's telephone number. The design acceptance report shall include at least the name and identification data of the carrier, the details of the persons transported, the date, time and route of the shipment, the price for the shipment and the method of payment.

The transport contract between the carrier and the client is concluded when the SMS message is sent to the client.

3.

The following agreement included in this article is part of the proposal for the conclusion of the transport contract.

The client expressly agrees to the use of remote means of communication when concluding a contract of carriage.

The client acknowledges that the costs incurred by the client when using distance means of communication in connection with the conclusion of the contract of carriage shall be borne by himself. The control bodies of the carrier are the Ministry of Transport of the Czech Republic and the City of Prague.

All disputes arising out of the contract of carriage will be decided by the District Court for Prague 3 if the district court or the Municipal Court in Prague is the competent district court. The transport contract is governed by Czech law.

4.

The protection of the personal data of the client is provided by Act No. 101/2000 Coll., On the Protection of Personal Data, as amended. The client agrees to process his or her personal data entered into the order form or to telephone the dispatching office for the purposes of concluding and implementing the contract of carriage.

Personal information of the client will not be given to third parties without his / her consent, p exception carriers. Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated manner.

The client confirms that he has been advised that this is a good opportunity to provide personal data. If the supplier requires information on the processing of his or her personal data, the operator is required to provide this information. In such a case, the operator is entitled to an appropriate remuneration not exceeding the costs necessary to provide the information.

5.

The client accepts the price [www.airportdriver.vip](http://www.airportdriver.vip). This is the shipping cost and other surcharges associated with transport, for example ( picking up client with sign, stop at another address, pollution or damage to the carrier by the client).

When ordering shipping with a place of arrival more than 50km from Olomouc, we require a 50% deposit from the confirmed fare price, which must be credited to our account before our car goes to the next pickup station. In the case of your failure, this deposit will be forfeited. Data to we send the advance payment to the client by SMS message within 60 minutes of sending the order, working time of the dispatching center from 08:00 to 22:00 hours.

Online order and other form of order (by phone, em ail) the order is completely binding and following cancellation of the order we will require the client to pay 50% of the price , such as CANCELLATION fee . Cancellation of the order at least 2 hours before scheduled shipment in Olomouc and at least 24 hours before scheduled transport outside of Olomouc we will ask the client to pay 100% of the price, such as CANCELLATION fee .

If it happens, from For reasons of force majeure, the carrier does not provide the customer with a vehicle in time, the driver must give the customer a telephone note of this fact at least 15 minutes before the scheduled shipment. The customer does not incur any damages.

6.

The client expresses his / her consent to these business and shipping terms at the time of sending the order via the order form on the website [www.airportdriver.vip](http://www.airportdriver.vip) or the moment of telephone order via the dispatching office at the phone number +420 601 66 66 69 .

We are VAT payers.

These business conditions become effective on 01. 01..2020 .

## Transport Conditions DEFINITIVNĚ s.r.o. (AIRPORT DRIVER Czech Republic)

### 0. Introductory Arrangement

0.1 The Company DEFINITIVNĚ s.r.o. (hereinafter referred to as DEFINITIVNĚ s.r.o. ) operates the service "transfers" - ie the transport of persons, luggage, goods and animals transported with them.

0.2 DEFINITIVNĚ Ltd. are holders of a valid B license, have long-term experience with driving many types and types of vehicles. All of DEFINITIVNĚ s.r.o. are insured in compliance with applicable legislation.

0.3 For the purposes of these transport conditions, further this paragraph defines the following terms:

"**Transporter**" - common st DEFINITIVNĚ s.r.o.;

"**Client**" means a natural or legal person who arranges a transport on the basis of an order from DEFINITIVNĚ s.r.o. ;

"**Transport**" - removal of persons as luggage, things and animals carried on the basis of a client's order;

"**Terms of Carriage**" - govern the rights and obligations of the carrier and the client when carrying out the shipment;

"**Driver**" - Employee of DEFINITIVNĚ s.r.o. ;

"**Contract of Carriage**" - the transport of persons as luggage, things and animals carried in accordance with the relevant provisions of the Civil Code;

"**Higher power**" - the driver is not a traffic accident, traffic jam, floods, civil unrest, armed conflicts, war situations ...

0.4 These transport terms and conditions are binding on the client from the moment he / she became acquainted with them and / or when they were referred to them at the time of conclusion of the contract of carriage.

### 1. Transport contract

1 .1 DEFINITIVNĚ s.r.o. provides the customer with a customer-made order, by personal, telephone, e-mail or through the order form on the website [www.airportdriver.vip](http://www.airportdriver.vip) . Each of the Contracting Parties shall bear the costs associated with by ordering the shipment.

### 2. Client Rights

The Client has the right to safe transport in accordance with the legal regulations in force in the Czech Republic to the place he / she determines. The Client has the right to determine the route of the shipment, if it complies with the legal regulations in force in the Czech Republic, require the driver to provide proof of payment and to terminate the carriage at any time.

### 3. Obligations of the client

3.1 The client is obliged to follow the instructions of the driver regarding the safety of the transport and the transport himself. IN For serious reasons, the client is obliged to withdraw from the driver vehicles.

3.2 The passenger is obliged to use the safety belt during the transport, for the whole period of transport, starting with boarding and ending with the vehicles.

3.3 V security interest is not in the client during transport:

- in any way to interfere with driving a vehicle,
- give the driver driving instructions that would result in (commit) an offense against traffic violation (traffic violation) or violation of other legal regulations (eg stopping the vehicle in stop marked places, requiring the entrance of the vehicle to the place marked by the traffic sign, prohibiting the entry of all vehicles, etc.)
- to open the vehicle while driving, to prevent them from opening or closing, entering or going out if the vehicle is in move, leap from windows,
- Eliminate objects from the vehicle, or let the objects stand out,
- to board a vehicle that is fully occupied,
- make it impossible or difficult for the driver to have a safe view from vehicles or otherwise interfere with the driver's area,
- behave loudly, loudly reproduce music, or behave improperly drivers,
- smoking or using narcotics,
- to pollute other customers or the vehicle by acting, clothing or luggage, or otherwise damaging the vehicle,
- Put the luggage on the seats.

#### **4. Conditions of transport of children**

4.1 Children under 18 can only be transported with the consent of the legal representative. The driver is entitled to refuse to conclude the contract of carriage if the client does not prove the consent of the legal representative.

4.2 Children, lighter 36 kg and less than 150 cm, are only transported in child car seats. The client undertakes to announce the requirement to transport children whose body weight does not exceed 36 kg and the body height does not exceed 150 cm, well in advance - at least 24 hours in advance. If the carriage is secured in the municipality, this notification is not required. The child must not be transported in the driver's seat and must be secured by a safety belt. However, if a child's car seat is used when transporting a child in a vehicle in the vehicle, the child must be placed on a seat that is equipped with an airbags that are not out of service or if it has been out of service automatically, the child in the baby car seat must not be carried forward uphill. When transporting a child in a car seat, the manufacturer's conditions for placing the car seat in the vehicle must be observed.

#### **5. Conditions for the transport of luggage and animals**

5.1 DEFINITIVNĚ s.r.o. undertakes to mediate the transport of the luggage of the client either together with the client and under his supervision or separately, in such a case, he undertakes to arrange the transport of the luggage to the place of destination. The driver is entitled to refuse to enter into a baggage contract (always including their contents) that could endanger the safety of persons, property or transport, or baggage (their contents) that may damage the unsuitable packaging. contaminated persons, luggage or vehicle. In addition, the driver is entitled to refuse luggage (their contents) easily damaged, fragile or valuable (crystal chandelier, etc.).

5.2 At the same time, the client is obliged to duly and demonstrably notify the driver of the easily damaged, fragile or valuable nature of the luggage or its contents, otherwise the driver is not responsible.

5.3 The client is responsible for overseeing the luggage carried in the cabin outside the luggage compartment.

5.4 Dangerous luggage, ie items (substances) the transport or handling of which is subject to special legal regulations such as weapons, ammunition, dangerous substances and articles which may cause explosion, fire, vehicle damage, injury, poisoning, burns and diseases humans and animals, may only be transported on the basis of explicit prior written consent DEFINITIVNĚ s.r.o. The client is obliged to notify the transport of dangerous luggage when ordering the shipment.

5.5 The Client is obliged to notify the carriage of valuable luggage in total value of CZK 250,000, - and higher. Such baggage may only be transported on the basis of express prior written consent DEFINITIVNĚ s.r.o.

5.6 Live animals may only be transported in the event that the safety of the driver, the transported person, the animals or the safety of the road traffic is not compromised.

5.7 The Client is obliged to ensure the transport of the live animal in such a way that it does not pollute the persons, the vehicle and does not endanger the driver and the transported persons, especially with the guide and the muzzle. IN the case of animal transport in the luggage compartment, the animal must be transported in a sufficiently large and rigid container with a watertight bottom which is intended for the transport of animals. The client is responsible for damage caused by the transported animal on the vehicles.

5.8 Strollers, wheelchairs, skis, snowboards, bicycles, etc. may only be transported if the vehicle has sufficient transport capacity and no other luggage and vehicle are damaged. The Client undertakes to notify the request for the shipment of the above-mentioned luggage well in advance of the commencement of the shipment within the order of the shipment.

5.9 V in case of damage, loss, theft of luggage or other movable items, the client must be provably notified immediately upon arrival at the destination or at the end of the shipment, ie before the exit from vehicles. The driver is obliged to comment on the client's request upon request such notification to the client. Without a written statement, the client can not be harmed. DEFINITIVNĚ s.r.o. is not responsible for the damage or loss of baggage transported in the event of damage or loss resulting from inappropriate (inappropriate) nature of the packaging of the carried item or the luggage itself, the client's actions, force majeure, or removal of the consequences of force majeure.

5.10 During your journey, drivers will be provided with breaks on your request or a mandatory break for the driver, not lunch breaks, motorcycle and restaurant dinners, or shopping in stores.

#### **6. Rights of the driver DEFINITIVNĚ s.r.o.**

6.1 The driver is entitled to refuse carriage in the event of non-compliance with the conditions specified in Article 3 of the DEFINITIVNĚ s.r.o. Conditions of Carriage or in the case of exceeding the maximum vehicle load or exceeding the maximum number of persons transported than allowed in the TP of the vehicle.

6.2 The driver is entitled to terminate the carriage in the event of danger or limitation of the rights of the driver of DEFINITIVNĚ s.r.o. or in the event of a client's intervention in the vehicle control. The client is in such a case is obliged to pay the price of transport to this place according to the valid price list and any damages, if any.

6.3 The driver is entitled not to conclude the contract or to withdraw it if the place where the client is to be transported is not reachable or can only be reached with extraordinary effort.

#### **7. Obligations of the driver DEFINITIVNĚ s.r.o.**

7.1 The driver of DEFINITIVNĚ s.r.o. is particularly obliged to comply with all regulations and to act in such a way that it does not cause any damage.

7.2 Driver DEFINITIVNĚ s.r.o. is obliged in if the client asks him to help the client with on board the car as storage of luggage.

7.3 Driver DEFINITIVNĚ s.r.o. is obliged to issue a payment receipt to the client upon receipt of the payment from the client.

## **8. Transport price**

8.1 The client is obliged to pay the transport price according to the valid price list DEFINITIVNĚ s.r.o., which is published on the website [www.airportdriver.vip](http://www.airportdriver.vip) after termination of the shipment in cash, in a credit card or in the case of a contract client by paying the invoice.

8.2 Exit and take-off place outside Olomouc within 10 km is completely FREE, then we charge a fee for leaving or going outside of Olomouc. Fees: 1-5 km: 100,- Kč, 5-10 km: 200,- Kč, 10-20 km: 300,- Kč, 20-30 km: 400,- Kč no VAT.

8.3 The place of arrival and departure is only in the place specified in the online order, if you require entry / exit at more than one place, a fee will be charged for each entry / exit of CZK 50, excluding VAT.

8.4 If you require the driver's welcome at the arrival terminal with a table with your name, this service is charged at the amount of CZK 100,- without VAT.

8.5 Charges for parking in the airport arc, which are 100,-CZK / hour excluding VAT - Vienna airport 150,-CZK, PRAGUE, BRATISLAVA, KATOWICE, KRAKOW

## **9. Final Arrangements**

9.1 The driver and DEFINITIVNĚ s.r.o. are not responsible for the damage to the client if the driver was not ready to client removal in time from the cause not caused by the driver (eg calamity, detour, traffic accident, impassable road, etc.)

9.2 All legal relations between the client and DEFINITIVNĚ s.r.o. are governed by Czech law.

9.3 These transport items enter in valid on 01. 01. 2020 and will no longer be effective by publishing new terms and conditions on the website [www.airportdriver.vip](http://www.airportdriver.vip) .