

These are the **TERMS AND CONDITIONS** of entrepreneur Jana Havelkova Berankova, with registered office at K Panelarne 351, Otovice, postal code 362 63, ID No.: 692 75 807 (hereinafter referred to as "Transfer Karlovy Vary"), which provides transport services via website <https://www.transferkarlovyvary.cz> (hereinafter referred to as the "website").

These Terms and Conditions govern the relationship between the transport service provider, which is also the web site operator, and the user of provided transport services / customer. The relationship between the transport service provider and its user / customer, which is not governed by these Terms and Conditions, is being governed in particular by Act No. 89/2012 Coll., The Civil Code, as amended, and other relevant valid and effective legal regulations of the Czech Republic.

The customer who uses services of the Transfer Karlovy Vary fully accepts these Terms and Conditions and declares their explicit consent by sending an Order for services operated by Transfer Karlovy Vary in accordance with these Terms and Conditions. The customer who disagrees with these Terms and Conditions is not entitled to conclude any contractual document with Transfer Karlovy Vary or to make an order through the Transfer Karlovy Vary website.

Unless otherwise agreed, all transport services and brokering of these services are exclusively provided by registered taxi cars without a taximeter in accordance with Act No. 111/1994 Coll., on road transport, pursuant to Section 21 (4) on the basis of a prior written contract, and for multi-seat vehicles with a capacity of over 9 people, including the driver, as occasional passenger road transport.

Basic terms

Transfer Karlovy Vary – the entrepreneur Jana Havelkova Berankova, who provides transport services or arranges the transport and other services as a facilitator on the basis of these Terms and Conditions.

Customer – natural or legal person using Transfer Karlovy Vary services under a contract concluded with Transfer Karlovy Vary.

Service / transport – transport or transport brokering, travel services or other customer services performed or facilitated by Transfer Karlovy Vary service provider.

Driver – a contractual driver to whom the Transfer Karlovy Vary arranges a transport service.

How to order the transportation

All services are provided by the Transfer Karlovy Vary on the basis of customer's order. Orders can be placed online via the Transfer Karlovy Vary website or by an e-mail, all by following the contact details listed on the website. By submitting the order in any of the above-mentioned ways according to these Terms and Conditions, the customer confirms acknowledgement and approval of these Terms and Conditions and agrees with the transportation price and payment terms. The agreement on the basis of which the customer's transport is being implemented, is concluded by a binding confirmation of the order from the Transfer Karlovy Vary. A confirmation created via a website or via e-mail is considered binding. A confirmed order (or part of it) is binding on both parties, this does not apply if there is a violation of terms agreed upon at the time of confirmation of the order. The violation of the terms is in particular the failure to state the

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correct data in the order (exact specification of the transportation and the number of persons transported) or violation of any obligation arising from these conditions.

Payments

Prices for each type of transport are listed on the Transfer Karlovy Vary website. The total price for the ordered transportation is always stated when the order is confirmed. By displaying new prices for transport on the Transfer Karlovy Vary website, the previous prices become invalid and only the newly published prices are valid for the transportation. This does not apply to transportation ordered by the customer in case of validity of the original prices.

Payment for the ordered transportation can be made in the following ways:

In cash

Payment in cash is made by the customer to a specific driver providing the transportation or to a representative of Transfer Karlovy Vary. When paying in cash, the driver or representative of Transfer Karlovy Vary accepts only Czech crowns (CZK) and currencies that are optional during the booking process, i.e. Euro (EUR) and US Dollar (USD). Payments in cash in foreign currency are based on the actual exchange rate of the Czech crown on the date of the transfer specified by the Transfer Karlovy Vary service provider, not based on the exchange rate being current on the day of the booking.

By credit card

If the customer pays by debit or credit card online, it is possible to arrange for payments in the following currencies: CZK, EUR or USD. If the customer pays online in advance, the driver or representative of Transfer Karlovy Vary is informed about the payment, so the customer does not need to print the payment receipt, etc.

Bank transfer

Payment by bank transfer (based on the invoice) is only possible upon request. The Transfer Karlovy Vary as a service provider may require an advance payment based on the proforma invoice issued before the order is executed, otherwise is Transfer Karlovy Vary entitled to cancel the order. The invoices can only be issued in the following currencies - CZK, EUR, or USD. For the invoices issued to foreign customers where the transport price is less than CZK 5,000, the Transfer Karlovy Vary service provider is entitled to charge a handling fee of CZK 200 for acceptance of a foreign payment.

Invoice, payment receipt (advance payments)

For cash payments made directly to the driver, the driver will provide a customer with a payment receipt on the day of transportation. For payments made on-line through the Transfer Karlovy Vary website, the customer will receive a confirmation of payment acceptance and invoice for the ordered service. If the customer pays the services on the basis of provided proforma invoice, in the meaning of bank transfer, the invoice will be issued by Transfer Karlovy Vary as soon as the amount is being credited to the bank account.

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The price does not include the VAT tax (we are not VAT tax payers). All prices announced online by Transfer Karlovy Vary are the final prices without VAT tax.

Way of payment for the return transfer

If the reservation includes a return transfer or a multiple transport, the customer might pay the total amount either at once or pay for each transport separately. The driver will provide the customer with a payment confirmation / receipt, stating the exact amount paid. If all transfers have been paid in advance, the customer will provide a payment receipt to the driver on the return transfer.

Advance payments

For orders with a pick-up location outside Karlovy Vary and for transfers of larger groups, Transfer Karlovy Vary may require an advance payment to be settled at least 48 hours prior to the specified pickup schedule. In such cases, the Transfer Karlovy Vary will inform the customer about the need of advance payment and the possible method of payment. In the event the required advance payment is not settled, the Transfer Karlovy Vary shall have the right to cancel the order without a refund.

Reservation changes and cancellation conditions

Standard transfers

The customer is entitled to change or cancel the order via email by at least 24 hours before the agreed time of scheduled pick-up. If the customer has already paid for the service and canceled the transportation at the required time, the Transfer Karlovy Vary will refund the whole amount, in other cases the service will not be invoiced.

Transport with pick-up point outside Karlovy Vary

Changes and cancellations of transfers with pick-up points outside Karlovy Vary are subject to different cancellation conditions. Cancellations must be made at least 48 hours prior to the scheduled pick-up time, otherwise the Transfer Karlovy Vary is entitled to charge a 100 % cancellation fee. The reason for 100 % cancellation fee is the investment on the already ordered transport by the Transfer Karlovy Vary service provider.

Trips, excursions and other services

Reservation cancellation must be made at least 24 hours prior to the scheduled trip, otherwise Transfer Karlovy Vary will charge a 100 % cancellation fee. For larger groups or reservations where an advance payment is required, cancellation must be made at least 48 hours prior to the scheduled pick-up time, otherwise the Transfer Karlovy Vary is entitled to charge a 100 % cancellation fee. The reason for 100 % cancellation fee is the investment on the already ordered transport by the Transfer Karlovy Vary service provider.

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Money refund, compensation

Order cancellation from the customer's side

If the customer cancels the ordered transportation in accordance with the procedure set out in these terms and conditions and has already paid the determined price for its execution, the customer is entitled to the money refund. The money will be refunded by the Transfer Karlovy Vary service provider back to the payment card used within the order payment. In case the customer has used a different payment instrument than the payment card, the customer has to claim the money refund from the Transfer Karlovy Vary service provider immediately in writing or by e-mail, providing full details of where the refunded amount has to be paid (e.g. bank account number including all mandatory details).

Order cancellation from the Transfer Karlovy Vary service provider's side

In case the driver will not be able to pick you up at the scheduled time as a result of the Transfer Karlovy Vary service provider's failure, or as a result of unforeseeable events extraneous to the service provider, the Transfer Karlovy Vary undertakes to inform you immediately of this event and, eventually, offer you an alternative arrangement.

In the event the driver does not arrive at the scheduled time at the confirmed place of pick-up and fails to arrange the transfer as a result of the Transfer Karlovy Vary service provider's failure, the customer may request compensation for the inconvenience caused, in accordance with the aforementioned Terms and Conditions.

Such damage compensation is limited to a maximum amount equal to the transport price of each individual reservation, however not exceeding the amount of CZK 2,000.

The damage compensation is entirely excluded when a replacement vehicle of a similar type and a situation is provided, and a situation the damage occurs due to force majeure which the Transport Karlovy Vary service provider cannot influence in any way (e.g. natural disasters, etc.).

Complaints

In case of any problem, you need to follow this complaint handling procedure. If the customer wants to claim any damage, the customer must immediately inform the Transfer Karlovy Vary service provider about the ongoing situation in case of any problem. If the customer cannot find the driver or has any other problem with a specific ordered service, the customer must immediately contact the Transfer Karlovy Vary service provider at the telephone number given on the www.transferkarlovyvary.cz web site. If the problem is not solved immediately or to the extent demanded, the customer must notify the Transfer Karlovy Vary service provider in writing or by an email and provide all details of the complaint. The complaint will then be thoroughly investigated and any necessary corrective action taken as soon as possible, usually within few days.

The client's responsibilities

The customer is obliged to behave at the time of transport according to the instructions of the driver or representative of the Transfer Karlovy Vary service provider and in particular to respect the safety

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regulations of the valid transport. The customer acknowledges that has been informed of all circumstances, including safety regulations, prior to transport. The customer also undertakes not to damage the service provider's transport facilities and areas in any way and to preserve its purity. In the event of a breach of these obligations and responsibilities, the customer is aware of the liability for damage caused to the Transfer Karlovy Vary service provider and is obliged to compensate such damage.

The customer is also obliged to board the departing vehicle at the scheduled time and place, except the cases when objective facts prevent the customer from boarding in time.

Personal data

The customer acknowledges that the Transfer Karlovy Vary processes personal data within the scope of the name, surname, telephone contact, email and address in accordance with the provisions of § 5 Para. b). of Act No. 101/2000 Coll., on the Protection of Personal Data, as amended (hereinafter referred to as the "Personal Data Protection Act"). Such processing is necessary for the performance of the contract, i.e. the receipt of an order to arrange for the transportation, arrange for the transportation, its payment and any further negotiations related to the performed or not performed transportation.

The customer further acknowledges that the Transfer Karlovy Vary service provider further processes the personal data in accordance with § 5 Para. 5 of Act No. 101/2000 Coll., on the Protection of Personal Data, in order to offer the business or service by electronic means, within the scope of the name, surname and address. The customer acknowledges that he can disagree with such data processing, in the form of a link within the content of any commercial or marketing message received. The service provider will process such personal data within the stated range for such a period until the data subject / customer decides to oppose such processing through the relevant link.

Personal data will only be processed by the Transfer Karlovy Vary service provider, and these data will not be shared with any third parties except those directly involved in the processing and execution of the order and the ordered shipments, and the data will be processed for the time inevitable for the purpose of processing.

Terms and conditions validity

These Terms and Conditions are valid for an indefinite period commencing on 1st January 2017. In the event of any change within these Terms and Conditions, reserved by the Transfer Karlovy Vary service provider, the customer shall be subject to binding Terms and Conditions in the version in force at the time of the order confirmation by the Transfer Karlovy Vary service provider.

Contact details:

E-mail: transfer@karlovyvary.cz | Tel.: +420 775 18 05 62

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