

General Terms and Conditions

I. BASIC TERMS

1.1. Terms and Conditions shall be understood as these Terms and Conditions of the business entity LS DAMAJKA, s.r.o.

1.2. The Provider shall mean the business entity LS DAMAJKA, s.r.o. with its registered office at Slnecná 4, 90033 Marianka, Slovak Republic, ID No.: 55 005 021, registered in the Commercial Register of the Slovak Republic, Insert No.: 168549/B

1.3. Customer means a natural or legal person to whom the Provider provides passenger road transport services performed by passenger vehicles on the basis of its order, i.e. primarily provides transport services of persons from the Place of Commencement of Transport to the Place of Termination of Transport.

1.4. Customer means a natural or legal person who is transported by the Provider.

1.5 The place of commencement of transport is the place designated by the Customer, where the Provider is obliged to pick it up.

1.6. The place of termination of the transport is the place designated by the Customer, to which the Provider is obliged to transport it.

II. BASIC PROVISIONS

2.1. These Terms and Conditions apply to all road passenger transport services provided by the Provider. It is possible to deviate from these Terms and Conditions in an individual case only on the basis of a written agreement between the Provider and the Customer.

2.2. These Terms and Conditions are binding on the Customer from the moment they enter into a legal relationship with the Provider.

2.3. The Customer is in an exclusive contractual relationship only with the Provider and in no case with any other person provided by the Provider for the transport of the Customer.

III. OBLIGATIONS OF THE PROVIDER

3.1. The Provider undertakes:

a.) in the case of order confirmation, pick up the person(s) at the Place of Origin of Transport and arrange for their transport to the Place of End of Transport,

b.) in the event of inability to arrive at the Place of Commencement of Transport, the Provider is obliged to inform the Customer without further delay and agree on the next steps.

3.2. The legal relationship between the Customer and the Provider, unless a written contract is signed between them, arises at the moment when the Provider accepts the Customer's order. At this moment, the Provider is obliged to ensure the transport of person(s) and the Customer's obligation to pay the price for the transport according to these Terms and Conditions and the Provider's Price List.

3.3. The Provider may fulfil its obligation with the help of another Provider and at the same time the Customer agrees that it may use any third party to fulfil the obligation and thus subcontract all or any part of the transport and other services under such conditions as the Provider determines.

IV. OBLIGATIONS OF THE CUSTOMER

4.1. The Customer undertakes:

a.) in the event that he wants to use the services of the Provider, order transport in the specified way, i.e. by phone or electronically (email), online form.

b.) include your name, e-mail and telephone number in the order; if the Customer has been assigned a customer code, it is sufficient to provide only this code; Customer code means the customer number of Frequent Buyer; also indicate the address of the Place of Commencement of Transport and Time of Collection and Place of End of Transport in the order.

c.) provide the Provider with the correct details of the Place of Origin of Transport and the exact time of collection; in the event of a breach of this obligation, the Provider shall not be liable for failure to arrive at the Place of Commencement of Transport on time.

V. TRANSPORT OF PERSONS

5.1. The Provider's obligation to transport the person(s) is fulfilled by bringing the Customer to the Place of End of Transport.

VI. TRANSPORT PRICES AND PAYMENT TERMS

6.1. The Client is obliged to familiarize himself with the current Price List of the Provider, which is accessible on a publicly accessible information system (Internet).

6.2. The Customer is obliged to pay the price for transport in accordance with these Terms and Conditions according to the current Price List of the Provider, unless otherwise stipulated in writing.

6.3. The price for transport can be paid in cash in the vehicle or by wire transfer:

a.) on the basis of an invoice – the Provider's tax document – payable within 14 days from the date of its issue.

b.) By payment card via the Internet - after creating an order, they will be redirected to the bank's secure payment gateway, where they will enter the necessary data. As long as the transaction is authorized, the payment will go through immediately.

6.4. Fees invoiced by the Provider to the Customer under these Terms and Conditions or the Provider's Price List.

VII. COMPLAINT AND CANCELLATION OF THE ORDER

7.1. If the Client finds out that the services provided show deficiencies in the quality or scope of the services provided, they have the right to complain about these deficiencies. Complaints must be resolved without undue delay after the defect has been discovered, no later than 10 days after the transport has taken place.

7.2. A complaint pursuant to the previous paragraph must be in writing or in electronic form and must contain a precise description of the damage caused and must be delivered to the Provider within the period specified in the previous paragraph

7.3. If the Customer fails to assert its claims at the time and in the manner specified in this Article, the Transport shall be deemed to have been carried out in a timely and proper manner.

7.4. Complaint handling procedure:

7.4.1. If it is not possible to settle the complaint immediately, it is necessary to write a complaint record with the Customer, which must be signed by the Customer and the carrier authorized to do so.

7.4.2. The Client is obliged to provide true information regarding the complaint about the deficiencies of the service provided, as well as the cooperation necessary in handling the complaint.

7.4.3. The validity of the complaint of defects shall be decided by an authorized employee or other authorized person designated to handle the complaint immediately, in complex cases within three working days.

7.4.4. The Provider is obliged to inform the Client in writing about the status of the complaint no later than 30 days after its application, i.e. from the receipt of the documents by the Client. These are mainly shortcomings that relate to the professional assessment of the complaint.

7.5. If the customer cancels the order more than 6 hours from the date of the ordered service, no cancellation fee will be charged. In the case of online payment, the cancellation will be refunded to the Customer in full to the Customer's account in accordance with this provision.

7.6. If the cancellation is made within less than 6 hours of the ordered service, the Customer will be charged a fee of 100% of the price of the ordered service.

7.7. The Provider reserves the right to individually assess the cancellation request if the Customer cancels the order less than 6 hours from the date of the ordered service.

VIII. RELATIONSHIP TO THE LEGISLATION OF THE SLOVAK REPUBLIC AND LITIGATION

8.1. All legal relationships arising between the Provider and the Customer are governed by the laws of the Slovak Republic. In matters not regulated by the contract or these Terms and Conditions, the relevant provisions of the Commercial Code shall apply.

8.2. Authentic wording of the Terms and Conditions and relationship to different statements or documents

8.3. These Terms and Conditions shall prevail over any different statement by persons acting on behalf of the Provider, unless such a different statement is made in writing and signed by a person who is authorized to act on behalf of the Provider under the relevant legislation.

8.4. These Terms and Conditions shall apply only unless otherwise stipulated in a written contract.

8.5. These Terms and Conditions are published on a publicly accessible information system with the possibility of remote access (Internet) at the address www.limousineservice.sk. In the event of a discrepancy between the written version of the Terms and Conditions and their version published on a publicly accessible information system (Internet), the version published on a publicly accessible information system (Internet), which is the only authentic version of the Terms and Conditions, shall prevail.

IX. PERSONAL DATA PROTECTION

9.1. When registering, the Client provides the data necessary for his/her identification in the online system, which allows to carry out the necessary accounting operations, to prepare a tax document.

9.2. The Provider undertakes to handle and handle the Customer's personal data in accordance with the applicable legal regulations, collecting them only for the above purpose and to improve the quality of its services.

9.3. By using the Online System, the Customer agrees to the collection and use of information about the Customer under the above conditions.

X. FINAL PROVISIONS

10.1. These Terms and Conditions enter into force on 01.04.2023.