

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 means 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 their order, i.e. primarily provides transport services for 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 passenger road 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, is established 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 manner, 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. PASSENGER TRANSPORT

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. SHIPPING PRICES AND PAYMENT TERMS

6.1. The Customer is obliged to familiarize themselves 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 Customer finds 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. The complaint pursuant to the previous paragraph must be in writing or in electronic form and must contain an accurate 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 his/her claims within the time and in the manner specified in this Article, the carriage shall be deemed to have been carried out on time and properly.

7.4. If the Customer cancels the order, in the case of online payment, the money will be refunded in full to the customer's account. In the case of a cash payment or payment based on an invoice, the order will be cancelled without cancellation fees.

7.5. Procedure for handling a complaint:

7.5.1. 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.

7.5.2. The customer is obliged to provide truthful information regarding the complaint about the deficiencies of the service provided and also the cooperation necessary in handling the complaint.

7.5.3. The justification for a defect complaint will be decided by an authorized employee or other authorized person designated to handle the complaint immediately, in complex cases within three working days.

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

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 take precedence over any different statement made 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 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.limosineservice.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. PRIVACY POLICY

9.1. When registering, the customer provides the data necessary for his identification in the online system, which allows him 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 consents to the collection and use of information about him under the above conditions.

X. FINAL PROVISIONS

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