

TICK TACK transport rules and regulations

1. Introductory provision

1.1. Scope of application. The scope of application of the transportation rules and regulations is to set conditions within a taxi transport and closed contract transport of persons by drivers – business partners of the company TT Comfort Class s.r.o., headquarters Prague 5, Vrchlického 1321/5b, 150 00, ZIP 150 00, TAX/VAT: 01613707, registered in the business register under municipal court of the city Prague, sp. zn. C 209292 („TT Comfort Class s.r.o.“), like a franchise providing taxi services and closed contract transport of persons under the business name TICK TACK. The further scope of application is to set rights and responsibilities of the drivers and passengers in the provision of taxi services and closed contract transport of persons.

1.2. Definitions. For the purpose of the transport rules and regulations, individual terms are defined as follows: Transport means transport by road consisting of transporting persons, their possessions and animals provided by the driver using a motor vehicle. Transport includes taxi services and closed contract transport of persons. driver is an entrepreneur providing transport in the provision of special arrangement with TT Comfort Class s.r.o. under the TICK TACK label. Client is an individual or legal entity receiving a transport service from the driver (case: TT Comfort Class s.r.o.) as a supplier based on a closed contract or a contract based on providing taxi services. Passenger is every individual using the transport service provided by the driver that is transported by the driver.

1.3. Application of the transport rules and regulation. The rules included in the transport rules and regulations are binding for the driver and every passenger from the moment of boarding the driver's vehicle.

2. Transport contract

2.1. Closing of transport contract. In the instance that the transport is provided on a basis of previously closed contract, the closing of transport contract is valid before the initiation of the transport itself. If the transport is provided as a taxi service, the closing of transport contract is valid in the instance that the passenger willingly and with their consent boards the driver's vehicle and the driver accepts the transport to the final destination of the transport.

2.2. Execution of the transport. The transport is executed at the instance of an arrival to the final destination of the transport. The transport is considered to be properly fulfilled even in the instance that the transport is not going to be executed under agreed upon extent due to rightful expulsion of the passenger from the transport by the driver or in the instance that proper execution of the transport is not possible due to circumstances out of the driver's volition. In this case the client is obliged to pay for the transport proportionately.

3. Driver's responsibilities

3.1. Following of regulations, passenger's instructions. The driver is obliged to comply with road and traffic applicable laws and regulations during the transport, furthermore to comply with the general preventive duty to avoid injury and care for the passenger's health and personal possessions.

3.2. Economy and informational responsibility. If a client and the driver do not communicate otherwise, the driver is obliged to execute the transport from the pick up place to the destination place in the most economic and shortest route. In this context the driver is acting on his own experience with executing transportation, and from information provided from various devices (application in the driver's tablet, GPS navigation, internet, radio stations, etc.) that provide information about the current traffic situation on the picked route

3.3. Rules of behavior. The driver is obliged to follow basic social behavior rules, in particular to be courteous and polite to the passenger.

3.4. Order and cleanliness. The driver will ensure the vehicle is kept clean and in order during the whole duration of the transport.

3.5. Comfort, safety, technical competence. Given the nature and length of the transport the driver is using vehicles that will ensure safety and comfort of the passenger. In this context the driver ensures technical competence of the vehicles in question in accordance with the law.

4. Passenger's responsibilities

4.1. Basic responsibilities. The passenger agrees to comply with the general binding legislation, in particular road and traffic applicable laws and regulations and the driver's instructions related to the transport's safety. In this context the passenger is obliged to use the seat belt, to not interfere with the driving of the vehicle and to prevent any behavior (blocking the view, steering the wheel rim, disturbing the driver with noise, jutting out of a window, leaving the vehicle while driving, throwing objects out of the vehicle), that could be a threat to security or flow of the traffic on the road, or infringement of the road and traffic applicable laws and regulations.

4.2. Order and cleanliness. The passenger is obliged to behave politely towards the driver, to keep order and cleanliness during the transport, which means to not pollute the interior or the exterior of the vehicle. In this context the passenger can't smoke, eat food, drink alcohol or use narcotic or other psychotropic substances inside of the vehicle.

4.3. Expulsion from or declining of transport. In the instance that the passenger violates the responsibilities during the transport, the driver is entitled to immediately terminate the transport and expel the passenger. In relation to a passenger that is very dirty, under strong influence of narcotic or psychotropic substances, is vulgar or aggressive, or is violating any applicable laws and regulations the driver is also entitled to decline transport before its initiation.

5. Special transport terms and conditions

5.1. Transport of minors. Minors under the age of 10 have to always be with an adult escort. Minors over the age of 10 can be transported alone only with a written agreement from a legal guardian. The driver will ensure the installation of a special safety seat (child car seat) for the transport of kids only if the driver receives such a request in a pre-order at least 2 hours before the transport's initiation.

5.2. Transport of persons requiring special care. If the technical and constructional parameters of the driver's vehicle allow it, the driver will execute such a transport under the condition that it is not going to be a danger to their health or life. The driver will also help with boarding and exiting the vehicle, including manipulation with luggage (loading and unloading from vehicle).

6. Transport of items and animals

6.1. General definition. Items, animals and luggage of a passenger can be transported provided the passenger is boarding the vehicle as well, the items can be placed inside of the vehicle without difficulty and their transport is not prohibited in the general binding legislation.

6.2. Hand luggage, luggage. Hand luggage and other easily portable items can be placed in the vehicle cabin designed for passenger transport. Luggage with dimensions over 75 cm x 55 cm x 35 cm, with weight less than 15 kg each is transported in the luggage area of the vehicle. Maximum amount of luggage is 3 (three) items, that is at the same time limited to technical, constructional and capacitive parameters of the vehicle. The transport of hand luggage and luggage is free of charge.

6.3. Excessive luggage. The driver is entitled to decline transport of luggage with dimensions and weight over the parameters stated above in article 6.2. of transport rules and regulations, as well as items with unusual shape (stroller, bicycle, wheelchair, snowboard, ski, etc.), fragile, dangerous or items whose cumulative value is over 20 000,- Kč.

6.4. Live animals. The driver allows transport of small pets, only if the conditions that ensure the pet is not going to damage or pollute the vehicle, is not going to be a danger to passenger's health are met. Live animals have to always be in fully enclosed, easily transportable cages or animal boxes with impervious bottoms, the passenger is responsible for any damages caused by their pet. Transport of these animals is free of charge.

7. Pricing, payment terms and conditions, documents

7.1. Transport pricing. The driver charges prices in accordance to the TICK TACK price list or the amount stated in a closed contract with a client. The current price list is available on the website www.ticktack.cz, all prices are including VAT if not stated otherwise.

7.2. Payment. If it was not stated in a closed contract between a client and TICK TACK company otherwise, the passenger will pay for the transport immediately after the transport is finished before leaving the vehicle, either cash with Czech Crowns (other accepted currency is EUR, USD, GBP, only paper money, the change received back is in CZK) or card payment - with a card through a payment terminal inside of the vehicle. Accepted payment cards: MasterCard, VISA, VISA Electron, V-Pay, Diners Club, Discover and JCB, American Express.

7.3 Special payment methods. Other than payment methods stated in previous article, it is also possible to pay for transport with so-called ONEWAY cards.

7.4. Receipt, transport record. The driver will immediately after the transport finishes issue a receipt (in the instance that the passenger is paying for the transport directly in the vehicle) or a transfer record. Issued documents will include requisites established by law and requisites established by an eventual contract between TICK TACK and a client.

8. Liability for damages

8.1. Driver's liability. The driver is liable for the passenger's physical injury, items and animals, that occurred during the transport. This does not apply in the instance that the driver proves that the damages occurred even with all efforts put towards preventing them. The driver is also not liable to cover damages that occurred due to violation of passenger's responsibilities that come from transport contract in this "transport rules and regulations" document, respectively from the general binding legislation. Furthermore the driver is not liable for damages caused by theft or loss of the item, if it was supervised by the passenger, neither is he liable for damages caused by delays in transport that have their origin in objective circumstances (for example: traffic situation).

8.2. Passenger's liability. Passenger is obliged to compensate for damages to health and property caused to the driver (especially damages, demolition, pollution of the vehicle), that they caused themselves by breaking their responsibilities, or if they were caused by transport of their items or animals.

8.3. Expulsion of liability. Liability of TICK TACK for damages caused to the passenger is expelled and does not remain entitled to claims from damages against TT Comfort Class s.r.o.

9. Final provisions

9.1. Applicable law. Unless stated otherwise, transportation contract and all legal relationships as a result of it or in relation to it are governed by the law of Czech Republic.

9.2. Out-of-court conflicts solution. The subject of out-of-court solution of consumer conflicts originating from transportation contract is Czech Trade Inspection Authority, HQ Praha, Štěpánská 567/15, ZIP 120 00. (www.coi.cz/en).

9.3. Issuing and change of transport rules and regulations. transport rules and regulations are issued by TT Comfort Class s.r.o., where the driver accepts, takes over and applies it in full range in relation to transport operation. TT Comfort Class s.r.o. is entitled to unilaterally change the transport rules and regulations, where it would be stated on the web page www.ticktack.cz

9.4. Effectiveness. The transportation rules and regulations are in effect since 12. 12. 2018.