

TRANSFER RULES

The performance of licensed trade – TAXI

Transfer Rules of the company B&Z group s.r.o., – the Operator of AIRTAXI Košice.

It is composed in accordance with the Act No.56/2012 Coll. on road transport, the Act No.8/2009 Coll. on road traffic, the Act No.40/1964 Coll. of the Civil Code.

1. General provisions

- a) The transfer terms and conditions of the company AIRTAXI/B&Z group s.r.o., as a carrier (hereinafter referred to as 'Carrier') are regulated by these Transfer Rules which are necessary to make the Contract of Carriage in Taxis (hereinafter referred to as 'Transfer Rules').
- b) The Transfer Rules enter into effect as of the day of their publication at the website of the Carrier www.air-taxi.sk and at the seat of the company. Following the publication the content of the Transfer Rules becomes the part of every Contract of Carriage and regulates the rights and duties of its parties.
- c) The operator of road passenger traffic – taxis is deemed the Carrier for the purposes of these Transfer Rules as of the day their licence entered into force authorizing them to provide the Passengers and their baggage with transfer services and the related services following the Contract of Carriage of Passengers.

2. Taxi

- a) Taxi service consists of the operation of passenger traffic by the vehicles of taxi service as a means of the transfer of individual Passengers or a group of Passengers into the destination following the Contract of Carriage of Passengers.
- b) The Carrier is obliged to operate within the scope of their license, to transfer within the scope of the Transfer Rules and to respect the tariffs.
- c) The Carrier is entitled to offer the provision of transfer services by publishing the basic terms and conditions of their provision at the vehicle fleet of taxis, at its website, on its taxis, in the form of advertising or by establishing its dispatching department and promoting the booking.
- d) The Carrier is entitled to make the Contract of Carriage of Passengers with a Passenger through its Taxi Driver at the vehicle fleet of taxis or at any location defined by their license where they find themselves without any Passengers on board of their taxi. The Carrier is entitled to make the Contract of Carriage of Passengers at their seat, at other location prior published or at any of the regular stops him/her does on their regular route which however cannot be consistent with the one of bus service, or by its dispatching department.

3. General duties of the Carrier

The Carrier is obliged to:

- a) operate road traffic (taxis) in accordance with the Transfer Rules;
- b) visualize their business name on each vehicle in service;
- c) ensure technological basis equipped for the purposes of operation, maintenance, technological inspection, parking of vehicles and parking of vehicles in garages and for taking care of vehicle crews and their load within the scope of the transfer services provided;
- d) ensure that in each vehicle in service there is the document proving the authorization granted;
- e) ensure that operated vehicles are parked and parked in garages on the premises of the technological basis, or on the premises defined for such purpose by a municipality;
- f) employ only the person having the certificate of proficiency as a Carriage Manager;
- g) be insured for the case of being held liable for the damage to the Passengers, the senders and receivers of service and to the third parties caused by the operation of road traffic and by the actions of the vehicle crew;
- h) ensure that the current version of the Transfer Rules is published and available at their website and at their seat – the site of the company;
- i) transfer the Passengers in accordance with the valid Price List of the Taxi and to provide the Passengers with a receipt confirming the transfer as well as the payment of taxi fares once transferred;
- j) mind the safe, comfortable and pleasant transfer of the Passengers and their baggage;
- k) If the road passenger traffic in taxis is provided by the operating Carrier in accordance with the Contract of Carriage, the provisions of these Transfer Rules apply to them to the same extent.

4. Only the vehicle conforming to the following can be deemed taxi vehicle:

- a) it is stated in the license and it is assigned its registration number of taxi vehicle; the number shall be displayed in the vehicle for its Passengers to see;
- b) it is identified with the business name of the Operator of Taxi on its left and right doors as well as with the phone number to the dispatching department if established by the Operator, otherwise with the phone number of a Driver or the Carrier;

- c) it is equipped with a fixed and working taximeter which conforms to the requirements concerning the defined gauges and enables the Passengers to monitor the instant fare during their transfer providing them with a receipt confirming the payment of the fares;
- d) it displays the basic fare rate on its front right doors and in its interior for the Passengers to see;
- e) it is insured for the case of the liability held for the damage to a Passenger or their assets;
- f) it is equipped with a fixed and removable roof light of yellow colour reading TAXI. If it is available – it must have its light on;
- g) it shall allow for the baggage capacity of 50kg at minimum within its total mass when fully loaded or its baggage compartment or loading capacity shall be 375 dm³ at minimum;
- h) it shall have 3 entrance doors at least for a Driver and the Passengers;
- i) it is approved by the registration certificate to transfer four persons at least and nine persons including a Driver at most;
- j) it has been in service for eight years at most;
- k) it is fit for service in accordance with its technical inspection and emission control;

5. Rights and duties of the Taxi Driver

Only the person holding a Taxi Driver driving license qualifies as the Taxi Driver. The driving license shall be issued to the person meeting the following:

- a) he/she has been a holder of their driving license of the group or subgroup authorizing them to drive a taxi for three years at minimum;
- b) he/she is 21 years old at minimum;
- c) he/she has their full legal capacity;
- d) he/she has clear record.

The Taxi Driver is obliged to provide transfer services in accordance with the Transfer Rules, especially:

- a) to transfer any Passenger from the location agreed on in advance following the instructions of the dispatching department and the Passenger who is interested in the transfer at the vehicle fleet of the Taxi; at one of the regular stops on the regular route used for the transfer of a group of the Passengers or at any location where they find themselves without any Passengers on the board of their taxi except for the bus stops;

- b) to use the roof light to signal whether the taxi vehicle is available or occupied by the Passengers or booked;
- c) to load on and secure the baggage and the other Passenger's belongings and to load it off at their drop-off location;
- d) to let the Passengers see the taximeter throughout the whole journey from getting in until getting off;
- e) to opt for the shortest route of transfer the current road traffic allows for; a different route can be opted for provided the Passenger's prior consent or by the Passenger's choice;
- f) to pick up another Passenger provided the Passenger's prior consent or by the Passenger's choice; this is not applicable however if the Passenger made the Contract of Carriage of Passengers in advance;
- g) to issue a receipt confirming the payment of the fare; its copy in paper or electronic form is part of the Registry of the Taxi Operator;
- h) to display their driving license in their taxi for the Passengers to see;
- i) to transfer the Price List of the Taxi in their taxi vehicle and to let the Passengers consult the information if demanded.

The Taxi Driver is entitled to refuse the transfer or interrupt the ongoing one if the following is met:

- a) if the technological condition and permeability of road or traffic safety and flow on the route of transfer do not allow for it, especially due to adverse climatic events, damaged road or traffic accident;
- b) if the Taxi Driver fears for their health, safety of transfer or their taxi vehicle resulting from the behaviour of their Passengers, especially aggressive or armed ones, or from the time of transfer, a drop-off location, a route or other circumstances;
- c) if the state of a Passenger suggests the risk of staining their taxi or the Taxi Driver being harassed while driving;
- d) if, despite warning, any Passenger continues to smoke, eat, drink or feed a transferred animal or handles with a transfer-on baggage, a newspaper, a map at the front seat or with any other item which may block the Taxi Driver's view of road or compromise their driving;
- e) if a Passenger carries a baggage whose quantity, size, weight or shape do not fit in the car all at once, or if a Passenger wishes to transfer their pet whose shape, quantity or behaviour do not fit to be transferred neither in passenger nor baggage compartment.

6. Provision of Taxi services

- a) The Carrier is obliged to transfer within the scope of the Transfer Rules.
- b) The Carrier offers the transfer of Passengers by booking while the Taxi Driver ensures it is performed properly and time and he/she is obliged to pick the Passengers up at the location agreed on in advance and transfer them following the instruction of the dispatching department. The drop-off location is determined by the Passenger transferred unless agreed on otherwise in advance.
- c) The Taxi Driver is obliged to transfer any Passenger who asks for it at the vehicle fleet of the Taxi or at any location where the Taxi Driver find themselves without any Passengers on the board except for the bus stops.
- d) The transfer fare depends on the time spent waiting at crossroads with traffic lights, stuck in traffic, the kilometres driven (due to road diversions).
- e) Upon booking the Customer is obliged to state their name or the Passenger's name, their pick-up location and their or the Passenger's phone number.
- f) Any Taxi Driver and Passenger is prohibited to smoke, drink, eat or handle with their carry-on baggage, newspaper, maps or any other items which could block the Taxi Driver's view.
- g) It is allowed to transfer a Passenger's carry-on baggage in the passenger compartment.
- h) The Customer shall notify the Taxi – its dispatching department with the transfer of the baggage which exceeds the allowed size upon booking, such as crutches, sticks, strollers, cages, skis, a sledge and other items which may be dangerous for the Taxi Driver or their Passengers in case of any traffic accident or sharp movement.
It is possible to transfer such objects in the baggage compartment only.
- i) Only the Taxi Driver is allowed to load on and off, place and secure the baggage and other items.
- j) It is allowed to transfer the persons in the passenger compartment in any taxi only within the load capacity of the vehicle while the number of Passengers shall never exceed the number of places (including a driver's one) which is defined in its registration certificate.
- k) In the front seat next to a driver's one it is allowed to transfer only such Passenger who meets the requirements for the safety and flow of road traffic; any Passenger enjoying the service of the Taxi shall attach their seat belt available in any vehicle for the time of their transfer.
- l) The Taxi Driver is obliged to issue a receipt to a Passenger if demanded once reaching the drop-off location. The receipt shall comprise its reference number, registration number of the vehicle, the date of transfer, the business name of the Carrier, the address of the site

or the seat of the company, pick-up and drop-off location, the fare paid, the responsible Taxi Driver's signature.

7. The Contract of Carriage of Passengers, its origin, content

The contractual relationship between the Carrier and any Passenger arises from the Contract of Carriage of Passengers in accordance with the Section 760 and 764 of the Civil Code ('Contract of Carriage'). It is possible for the Customer to make the Contract with the Carrier in the following manner:

a) by the Taxi Driver at the vehicle fleet of the Taxi or at any location defined in their license the Taxi Driver finds themselves with their taxi without any Passengers on the board;

b) at the seat of the company;

c) by the dispatching department; the Contract is made in the form of oral booking submitted by the Passenger who clearly indicates he/she wishes to make the Contract for the purpose of their transfer to the defined drop-off location, by which he/she agrees to the Price List of the Carrier in consideration for their transfer.

The Passenger is entitled to become familiar with the Price List of the Taxi in force prior the transfer itself or the conclusion of the Contract. The Taxi Driver is obliged to issue a receipt to the Passenger if demanded. By signing the Contract, the driver becomes obliged to transfer properly and timely the Passenger to their drop-off location as stipulated in the terms and condition of the Contract and in the terms and conditions of the Transfer Rules. The Taxi Driver is entitled to refuse to make the Contract and transfer a Passenger as stipulated in the Article 5 of these Transfer Rules. If a Passenger has been transferred based on the Contract and in accordance with the terms and conditions of these Transfer Rules, the Passenger becomes obliged to pay the defined fare in accordance with the Price List of the Taxi. If the Passenger refuses to pay the fare, the Police department is notified and the fare is recoverable before the courts. The Passenger is obliged to pay the interest on late payment to the Carrier as set by law.

8. The termination of the Contract

The Carrier is entitled to withdraw from the Contract made if the Customer fails to meet the terms and conditions of the Contract or the provisions of the Transfer Rules.

The Taxi Driver is entitled to withdraw from the Contract made provided that:

a) despite being warned by the Taxi Driver, the Passenger continues to smoke, drink, eat or feed the transferred animal in their taxi during the time of transfer;

b) the Passenger handles with their carry-on baggage, newspaper, map at the front seat or with other item which may block the Driver's view of road or compromise the driving of the taxi;

c) the Passenger threatens their safety, stains the interior of their vehicle, changes the route and drop-off location for no apparent reason;

d) the Passenger causes the Taxi Driver to fear for their or other Passengers' safety, health and life.

The Passenger is entitled to withdraw from the Contract made provided the breach of the terms and conditions of the Contract or the provisions of these Transfer Rules by the Carrier or the Taxi Driver.

9. The refusal of transfer and handling with the items found

The Taxi Driver prepared for a transfer is entitled to refuse the transfer provided that:

a) the time of the transfer, the drop-off location, the route of the transfer or other circumstances cause the Taxi Driver to fear for their health, safety or for their taxi;

b) the technological condition and permeability of road or traffic safety and flow on the route of transfer do not allow for it, especially due to adverse climatic events, damaged road or traffic accident;

c) the Passenger is under the influence of alcohol or substances, there is the risk of staining or damaging the taxi or the Taxi Driver being harassed while driving;

d) it is impossible due to the behaviour of their Passengers, especially aggressive or armed ones, or otherwise causes the Taxi Driver to fear for their health, the safety of the transfer or for their taxi;

e) the Passenger carries the baggage which is impossible to transfer all at once due to its quantity, size, weight or shape, or which could cause the damage to the taxi or stain it;

f) if a Passenger wishes to transfer their pet whose shape, quantity or behaviour do not fit to be transferred neither in passenger nor baggage compartment.

The Taxi Driver is obliged to hand in the item lost by a Passenger in their taxi to its owner. If the identity of the owner is not known or if the owner does not come looking for it, the Taxi Driver is obliged to hand it over to the dispatching department or Police department. If the owner of the lost or forgotten item in the taxi claims it back and there is no reasonable doubt about the authenticity of such claim, the item is handed over to him/her. The founder is entitled to the reimbursement of their necessary costs.

10. Liability

In accordance with the Subsection 2 of the Section 763 of the Civil Code, the Carrier is held liable for the failure of the Taxi to properly and timely transfer a Passenger as stipulated in the Transfer Rules. If the Carrier or the Taxi Driver is late for no good reason or fails to transfer a Passenger, the Carrier is obliged to compensate for the damage suffered by the Passenger as follows:

a) the damages for delay shall be in the form of aliquot discount on the fare paid;

b) the damages for the failure to transfer a Passenger shall be in the form of the settlement of the fare following the Price List of the Taxi.

The Carrier shall not be liable to the Passenger or be deemed to be in breach of the Contract where it can be proven that the delay or failure was due to any circumstances or cause beyond the Taxi Driver's reasonable control.

11. Claims, Complaints, damages

a) The Passenger or anyone authorized as the result of or in relation to the transfer shall notify the Carrier with the Claim without undue delay within 30 days as of the occurrence of the circumstances giving rise to the Claim. The Passenger is entitled to search the information about the stage of processing their Claim by phone or in writing.

b) The Passenger is entitled to notify the Carrier with the Claim as the result of their dissatisfaction with the transfer in the following manner: send the Claim to the Carrier's Email and deliver in writing at the address of the seat of the Carrier.

c) The authorized person shall define their requirements and justify them in their Claim. Then he/she has to attach the documents confirming the eligibility of their Claim as well as the documents confirming the transfer itself (the payment of the fare for the transfer).

d) If the Claim does not meet all the requirements, the Carrier invites the claiming party to complete the data within the defined period. If the claiming party fails to complete and deliver their Claim within the period of 8 days at most, it shall be deemed invalid.

e) The Passenger or anyone authorized as the result of or in relation to the transfer shall lodge the Complaint in writing without undue delay within 7 calendar days as of the occurrence of the circumstances giving rise to the Complaint.

f) If the damage to the Passenger's health is caused or to the baggage transferred alongside them or to the belongings they carried, the Carrier is liable for the damage in accordance with the provisions of the Act No. 40/1964 Coll. of the Civil Code on liability for the damage caused by the operation of road transport (the Sections 427 – 431).

g) The Passenger is entitled to claim the damages before courts for the damage to their health or to the baggage transferred alongside them or to the belongings they carried.

h) If the authorized person claims the damages for the damage to their health and belongings or for the damage caused by theft or loss of their belongings, they shall follow the Section 106 of the Civil Code.

i) The Passenger is obliged to exercise in writing their right to claim the damages from the Carrier for the damage to the baggage transferred alongside them or to the belongings they carried within 30 days as of the occurrence of the circumstances giving rise to the damage, or within 15 days as of the day they learn about the damage or the party at fault.

j) The Claims and Complaints concerning the respect of the Transfer Rules and the Carrier's response in accordance with this Article may be reviewed by the Slovak Trade Inspection.

12. Emergency

The emergency ('Emergency') arising upon the road passenger traffic in taxis refers to a traffic accident which involves a taxi or which is witnessed by a taxi; a taxi in fire; injury or sudden illness of a Passenger or another person. The Taxi Driver is obliged to follow the instructions below upon the occurrence of the Emergency:

- a) to stop the vehicle immediately;
- b) to take the necessary measures to save the Passengers' lives and the assets threatened by the Emergency;
- c) to provide the injured person with necessary first aid making their best effort and to call for medical assistance;
- d) to take the necessary measures to ensure the safety of road traffic and its restoration;
- e) to notify the Carrier.

If, in the event of the Emergency, a person has been injured or killed, the road or general welfare has been damaged, or if there is material damage exceeding ten times the minimum monthly wage of the employee, the Taxi Driver is obliged to report the Emergency immediately to the Police department; to refrain from any action that would be detrimental to the investigation of the Emergency; to remain in place until the arrival of the Police body or to return to the place immediately after first aid and the call for assistance has been performed or after the Emergency has been reported; to notify the Carrier.

13. Final Provisions

These Transfer Rules are part of the Contract of Carriage, whereby the Carrier and the Passenger are entitled to modify the rights and duties in the form of written agreement. By signing the Contract of Carriage, the Passenger warrants and represents that the Carrier has informed them about the rights and duties arising from the Contract of Carriage, as well as the rights and duties arising from the Transfer Rules. The Carrier reserves the right to change or cancel the Transfer Rules provided that the Passengers are notified of the changes without undue delay through notice boards at the Carrier's places of business and at the Carrier's website www.air-taxi.sk, including the date on which the modifications enter into effect. The Transfer Rules shall enter into force 15 days as of the notification day at the earliest. If the Passenger disagrees with any change made to the Transfer Rules, he/she is obliged to deliver their disagreement in writing within 30 days from the date the Transfer Rules entered into effect at latest. Unless otherwise agreed by the Carrier and the Passenger, they are entitled to terminate the Contract and to settle their mutual liabilities. If the Passenger does not notify the Carrier of his/her disagreement with the modifications made to the Transfer Rules within the aforementioned period, it is deemed to be his/her consent to the modifications made and he/she thus accepts

the Carrier's offer and respects the modified Transfer Rules from the day they entered into effort. The scope of these Transfer Rules or its parts may be excluded only by written agreement between the Passenger and the Carrier.

These Transfer Rules have been published on 3th June, 2019.