

Terms and Conditions 2024

Euro Roadtrip s.r.o.

Company ID: 064 25 241

Registered Office: Czech Republic, Prague 1, Kaprova 42/14, ZIP code 110 00

Registered with the Municipal Court in Prague, section C, file no. 281929

1. General provisions

1.1. Euro Roadtrip s.r.o., Company ID 064 25 241, with its registered office in Czech Republic, Prague 1, Kaprova 42/14, ZIP code 110 00, registered at the Municipal Court in Prague, section C, file no. 281929 (hereinafter referred to as "Euro Roadtrip s.r.o.") is a company established under the laws of the Czech Republic.

1.2. Euro Roadtrip s.r.o. operates the platform on the website <https://www.theeuroroadtrip.eu>.

1.3. Euro Roadtrip s.r.o. facilitates the conclusion of a passenger transport contract between the user, passenger, and the carrier (pursuant to § 2550 et seq. of Law No. 89/2012 Coll., Civil Code), where Euro Roadtrip s.r.o. represents the carrier based on full power granted by the passenger.

1.4. A "passenger" refers to an individual over 18 years old, who is transported to a destination by the carrier. The passenger undertakes to pay the carrier the fare through Euro Roadtrip s.r.o.

1.5. A "user" refers to the person who uses the platform and negotiates a transport contract on behalf of the passenger.

1.6. A "carrier" refers to an individual or legal entity that undertakes to transport the passenger to a designated place based on the passenger's order.

1.7. "Platform" means the website <https://www.theeuroroadtrip.eu> or other websites, applications, and reservation tools operated by Euro Roadtrip s.r.o. or a third-party website, application, or reservation tools that refer to these Terms and Conditions ("Third Party Platform").

1.8. Euro Roadtrip s.r.o. provides booking services (hereinafter referred to as "booking services") that allow the user (or the passenger, if it's the same person) to book and select a journey with the carrier (transport service), to which a reservation is linked, which includes the user's obligation to pay the carrier for the transport service.

1.9. Transport services are directly provided to the passenger by the carrier who accepted the booking as an independent service provider.

1.10. Euro Roadtrip s.r.o. does not provide any transport services. Euro Roadtrip s.r.o. is not a payment service provider. Euro Roadtrip charges users for booking services. The user pays the carrier for the transport service.

1.11. Euro Roadtrip s.r.o. has a special legal relationship with the carrier, under which it receives a commission for facilitating the conclusion of a passenger transport contract between the passenger and the carrier.

2. Binding Terms and Conditions

2.1 These Terms and Conditions apply to:

(i) all booking services; and (ii) transport services, unless otherwise agreed between the passenger and the carrier.

2.2. By using the Platform, the user (passenger) expressly agrees to these terms and conditions. If a user books transport services for another passenger, they must present these conditions to the passenger and ensure that the passenger agrees with these terms and conditions. The passenger also expressly agrees to these terms and conditions by boarding the vehicle or by reserving the service.

2.3. By using the Platform on behalf of another passenger, the user declares and guarantees to Euro Roadtrip s.r.o. that the passenger has been informed of and agreed to these terms and conditions and that the user has sufficient authority to make a reservation on behalf of the passenger. If the user or any of the passengers the user represents does not agree with these terms of use, the user may not use the Platform.

2.4. The Platform is exclusively for individuals over 18 years of age. Any access or use of the Platform by a person under 18 is expressly prohibited. By accessing or using the Platform, the user declares and guarantees that they are over 18 years old.

3. Reservation system, contractual relationship, and cancellation fees

3.1. Users make a binding reservation of transport services through the Platform by selecting their destination, date of departure, payment method, and confirming the order. If possible, the user can also select stops along the route where the carrier stops during the journey. In a binding reservation, the user must identify at least one passenger and all children under 12 years old who will participate in the transport and provide their personal details to the following extent: name, surname, to verify their identity and communicate with the passengers.

3.2. Depending on the availability, the carrier will confirm the reservation ("Reservation Confirmation") to the user in one of the following ways:

(i) Journeys starting more than 48 hours after reservation are confirmed immediately after booking,

(ii) Journeys less than 48 hours from the reservation are confirmed by a subsequent email from Euro Roadtrip s.r.o., confirming that Euro Roadtrip s.r.o. was able to secure a carrier.

3.3. By confirming the reservation, a contractual relationship arises between the user and the carrier or between the passenger and the carrier if the user and passenger agree. The legal relationship between the carrier and the passenger arises when the passenger enters the vehicle.

3.4. The user is required to pay the fare through the Stripe, Paypal, SumUp payment gateway immediately after placing the order. If Euro Roadtrip s.r.o. does not provide transport service, reservation, or cancels the reservation due to full carrier occupancy, it commits to refunding the user's payment, potentially reduced by an administrative and transaction fee.

3.5. If the user chooses to pay the fare by credit card, they acknowledge and commit to paying Euro Roadtrip s.r.o. a fee of 10% of the fare, equivalent to the credit card fees incurred.

3.6. Euro Roadtrip s.r.o. exceptionally allows cash payment to the carrier before the start of the transport on the Platform.

3.7. If card payment is chosen and the user doesn't pay for the transport service immediately after ordering (e.g., if the payment exceeds the card limit), Euro Roadtrip s.r.o. will unilaterally withdraw from the passenger transport contract on behalf of the carrier through an email sent to the user.

3.8. The user has the right to withdraw from the passenger transport contract by email delivered to Euro Roadtrip s.r.o. at least 48 hours before the confirmed departure time, with Euro Roadtrip s.r.o. committing to refunding 80%

of the fare (excluding payment fees). Euro Roadtrip s.r.o. has the right to charge the user for refund transfer fees. The 20% fare amount is a non-refundable cancellation fee.

3.9. Neither the user nor the passenger is entitled to a refund if the user or passenger cancels the transport service (announces withdrawal from the passenger transport contract) less than 48 hours before the confirmed departure time or if the passenger doesn't use the transport service.

3.10. The following applies to cash payments: If the user or passenger cancels the transport service less than 48 hours before the confirmed departure time or if the passenger doesn't use the transport service, the user and passenger are jointly and severally obligated to pay the entire fare for the ordered transport service within 7 days to Euro Roadtrip s.r.o. If the fare isn't paid correctly and on time, Euro Roadtrip has the right to charge a contractual penalty of 0.5% for each day of delay.

3.11. The user has the right to withdraw from the passenger transport contract if the carrier does not arrive at the agreed departure place but must follow the following procedure. If the driver doesn't arrive within 30 minutes after the agreed departure time, the user calls the phone number +420 775 251 584 of Euro Roadtrip s.r.o. to report the delay. If Euro Roadtrip s.r.o. cannot provide an alternative carrier within 30 minutes of such a call, the user can request compensation of 30 euros and after 1 hour can withdraw from the contract by calling/writing to Euro Roadtrip s.r.o. to inform about the cancellation via chat on the website or Whatsapp app. In such a case, the carrier will refund the user the full price paid for the canceled service within 14 days of the cancellation.

3.12. Passengers must be ready for pick-up at the agreed time and place on time. If the user is in an exceptional pick-up place where it is not possible for the carrier to arrive, the user must arrive at the nearest meeting point, e.g., Venetian Italy (water routes), Alpine resorts (snow disaster). If passengers aren't ready to depart within 30 minutes of the agreed time (regardless of whether they don't show up or for another reason), the carrier may use Euro Roadtrip s.r.o. to withdraw from the passenger transport contract or subsequently charge a waiting fee depending on the region, 30-50 euros for each started half hour. In such a case, neither the user nor the passenger is entitled to a refund of the fare. If a cash payment was allowed, Euro Roadtrip s.r.o. may require the user/passenger compensation according to paragraph 3.10.

4. Transportation

4.1. The carrier, or Euro Roadtrip s.r.o. on behalf of the carrier, will contact the user or passenger to agree on a specific pickup location (e.g., detailed address at a chosen place) well in advance of the confirmed departure time. If the pickup location has already been specified in the reservation, the user can get the carrier's contact 24h before the ride by email or by logging into the user account on the platform <https://www.theeuroroadtrip.eu/customer/login>.

4.2. Euro Roadtrip s.r.o. is not a party to the transport contract. The contract parties are the user and the carrier. The carrier ensures the safety and comfort of the passenger during transport.

4.3. If a passenger has luggage, the carrier will transport it with the passenger. Luggage cannot be transported separately. The user agrees to have luggage of specific sizes. Any luggage beyond the limit per person is counted as an additional person. If the carrier finds on-site that he cannot transport the user due to luggage size violations, the carrier can withdraw from the contract without refunding the transport fee.

4.4. If a passenger suffers personal injury or luggage damage or causes damage, the carrier will be compensated according to the provisions on compensation for damage caused by the operation of a vehicle.

4.5. The transport service is provided by the carrier as irregular, national, or international. The carrier may also provide other services related to transport services, such as basic information about places visited during the journey. The carrier does not provide any other services unrelated to transport.

4.6. Neither Euro Roadtrip s.r.o. nor the carrier provides travel agency services.

4.7. If the carrier is unable to complete the journey:

(i) 8 hours after the estimated arrival time at the final destination; and

(ii) twice the estimated travel time, both the user and the carrier can immediately terminate the contract.

In this case, the carrier will refund the full price paid for such transport service to the user within 14 days of the contract's cancellation, unless otherwise agreed.

5. Limitation of Liability

5.1. Both Euro Roadtrip s.r.o. and the carrier:

Euro Roadtrip s.r.o. is not liable for any loss or damage caused by the transport service. The carrier's liability for damage or loss arising from the transport contract is contractually limited to the fare.

6. Conduct Rules During Transport

6.1. Passengers must act reasonably and politely during the journey and must not interfere with the vehicle's operation. They should be careful not to damage or soil the vehicle. Passengers can travel with animals only with the driver's or carrier's permission. If the vehicle is excessively soiled, the carrier can request a cleaning fee from an external company, but a maximum of 50 euros with Euro Roadtrip s.r.o.'s approval. If a passenger damages the vehicle, the carrier can request compensation for the repair. The passenger is obliged to pay this amount on the spot or within 7 days from the repair invoice issuance. A delay fee of 0.5% per day applies.

6.2. In case of a breach of the aforementioned rules, the carrier has the right to exclude such a passenger from the transport without a refund.

7. Fares and Fees

7.1. Carriers provide their services to users at prices indicated in the reservation confirmation. The fare may also include fees for services related to transportation (e.g., luggage fee).

7.2. Service fees and cancellation fees were stated in the mediator's payment when the reservation was made. Fees can change without prior notice and remain effective for cancellation fees set on the day of reservation confirmation.

7.3. All service fees and cancellation fees are listed in either euros or CZK (Czech crown) according to the current exchange rate of the Czech National Bank (CNB).

7.4. Service fees and cancellation fees include charges, fuel, tolls including parking fees. They do not include entrance fees to attractions, castles, or third-party activities, nor fines for possible traffic rule violations such as not fastening seat belts or littering from the vehicle, etc. Passengers and users commit to paying such fees or fines. This does not apply in case of traffic violations by the carrier, e.g., speed limits or no-entry zones.

8. Payment and Invoicing

8.1. The user agrees to charge the fare to his credit card or through Stripe, PayPal, Sumapp, or payment link when ordering the transport service on the Platform.

8.2. Invoices will not be issued. An invoice will be available in the user's account on the Platform or upon written request. The invoice will be sent separately by the carrier or in the carrier's and operator company's name for any applicable fee.

8.3. Contact information email: office@theeuroroadtrip.eu or chat on the platform.

8.4. These General Terms and Conditions come into effect on October 26, 2023.

8.5. Euro Roadtrip s.r.o. has the right to unilaterally change and amend these General Terms and Conditions but is always obliged to inform users. If the user disagrees with the change in the General Terms and Conditions, they have the right to notify Euro Roadtrip s.r.o. within 30 days of becoming aware of these changes to the General Terms and Conditions. In this case, the original General Terms and Conditions will continue to apply between the parties.

8.6. Euro Roadtrip s.r.o. only collects personal data necessary for the fulfillment of the mediation contract for the transport of a person and for the actual fulfillment of the contract for the transport of a person. After service provision, this personal data is stored in contractual documentation in a secure place for the duration set by relevant legal regulations. The supervisory body for personal data processing is the Office for Personal Data Protection located in Prague 7, Pplk. Sochora 27.

9. Payment Details and Security

9.1. The payment details of the user or passenger will be processed and stored by a third-party payment service, not by Euro Roadtrip s.r.o. The actual payment process will be conducted directly through the payment gateways PayPal, SumUp, Stripe, or another third-party payment processor, thus ensuring the security of payments.

9.2. Please note that Euro Roadtrip s.r.o. does not retain credit card or bank account information.

10. Account and Personal Information

10.1. The user is obligated to ensure that their personal information listed in the account on the Platform is current, accurate, and complete. Any changes to the user or passenger's details in the account on the Platform must be immediately updated.

10.2. The user will not provide any false, inaccurate data or data that does not belong to them or data that does not belong to the passenger.

10.3. The user is required to keep their login details to the account confidential. The user must not disclose their login details to third parties.

11. Complaints

11.1. Users can file a complaint against the carrier if they have any objections or complaints about the transport service or the behavior of the carrier.

11.2. In the event that Euro Roadtrip s.r.o. receives a complaint from a passenger or from another person whom the passenger refers to, Euro Roadtrip s.r.o. will provide whatever is necessary to investigate and resolve the complaint. Euro Roadtrip s.r.o. can investigate the complaint itself or request the carrier to investigate it. If the complaint is actionable, Euro Roadtrip s.r.o. may recommend appropriate corrective action or compensation by

the carrier. Euro Roadtrip s.r.o. may also recommend and facilitate redress on behalf of the carrier for the carrier or operator to take corrective action or provide compensation.

12. Changes to the Terms and Conditions

12.1. Euro Roadtrip s.r.o. reserves the right to change these terms and conditions at any time and without prior notice, including payment fees, service fees, cancellation fees, and payment rules. Any changes will be posted on the Platform and will become effective immediately upon posting.

12.2. Any changes to the terms and conditions will not be applied retroactively and will not affect user reservations that were confirmed before the change in terms.

13. Conflicts

13.1. Any conflicts between the user and the carrier or between the passenger and the carrier should be resolved between these parties.

13.2. Any conflicts between the user and Euro Roadtrip s.r.o. or between the passenger and Euro Roadtrip s.r.o. should be resolved exclusively under the laws of the Czech Republic in the appropriate court in the Czech Republic.

14. Final Provisions

14.1. This terms and conditions document constitutes the entire agreement between the parties regarding this matter.

14.2. If any provision of these terms and conditions is invalid, the rest of the terms and conditions remain in effect. The invalid provision will be replaced with a valid provision that most closely matches the intent of the invalid provision.

14.3. These terms and conditions will be in effect from the beginning.

The validity of these conditions takes effect on 26.10.2023.