

Terms and Conditions of SBT Agency s. r. o.

Company address: Štítová 4142/8, 84110 Bratislava, Slovakia
Company business ID: 52075770
Company Tax ID: 2120894556
Company VAT ID: SK2120894556

Supervising authority:

The Inspectorate of the Slovak Trade Inspection for the region of Bratislava

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Department of Supervision

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General provisions

1. These terms and conditions apply to the relationships between the **SBT Agency s. r. o.**, as a travel agency, and a customer (client), who is a natural person acting on their own behalf or represented by another natural person, or legal entity doing business under the laws of Slovakia or another country.
2. The contents and subject of such service that the agency performs for the customer is transport of passengers and hand luggage (transport services) using passenger vehicles, and related services ordered by the customer, from a place of origin agreed upon and stated in the order, to a destination specified by the customer. The place of origin and destination of passenger transport must be clear, publicly known and clearly defined.
3. The customer shall clearly define the place (address) of origin and the number of passengers and quantity of luggage along with the final destination (address) to the agent when ordering transport for an individual passenger or passengers. The place of origin is the place where the agency shall pick up an individual passenger or passengers for transport under agreed conditions.

Applicability of the terms and conditions

1. The terms and conditions of **SBT Agency s. r. o.** apply to all passenger transport services arranged by the agency. The agency confirms that its partnering companies have all the necessary permits and licenses required for passenger transport services under valid legislation.
2. The terms and conditions (along with the transport provider's rules of transport) become binding for the customer upon conclusion of a passenger transport agreement and the customer is obliged to follow the provisions hereof.
3. The terms and conditions apply to the entire process of passenger transport services arranged by the agency, including if the agency uses the transport capacity of a business partner on its own behalf and at its own risk. The agency provides a guarantee with respect to compliance with all legal requirements applicable to passenger transport services.

Agency's rights and obligations

1. If the customer confirms a passenger transport order in the agreed manner, the agency shall pick up the customer, i.e. the specific passenger(s), at the agreed time and at the agreed place of origin and transport such passenger(s) to the agreed destination.
2. If unforeseen circumstances occur that prevent the agency from appearing at the agreed place of origin at the agreed time, it shall inform the customer of such fact without any undue delay or offer them an alternative means of transport (or offer to postpone the start of transport). The agency shall conduct this communication with the customer over the phone.
3. The customer is aware that the contract based on which the agency shall provide transport is established upon the agency's receipt of the customer's order (placed over the phone, in writing, via email, or by completing the order form on the agency's website). As of such moment, the agency is legally obliged to transport passengers (luggage) under the agreed conditions, including the price of transport, per the valid price list accessible on the agency's web site or based on the mutually confirmed order containing the price with conditions of transport. The agency is obliged to update its information concerning the conditions of transport for passengers after receiving the order and based on actual conditions.
4. The customer is obliged to pay the agreed price for the completion of the agreed transport; such price is always agreed before any passenger is physically transported. Any additional fees, such as additional time beyond the agreed time, parking fees, changes to vehicle type during an order or additionally ordered services, such as during an event, shall be billed subsequently in a settlement invoice after transport and shall be approved via email or over the phone.
5. The agency has the right to precise information on the number of passengers (and luggage) for transport provided by the customer in the transport order, whereby such information is binding for the customer and may not be changed without the agency's approval.

Customer's rights and obligations

1. The customer is obliged to use the agency's transport services in the manner defined herein and to order transport over the phone, via email, in writing or by completing and submitting the form available on the agency's website, www.slovakiabustravel.com, and is obliged to provide the following details for the purposes of concluding a transport agreement: given name and surname, phone number, place of residence, email address. Legal entities are obliged to provide their business name and address of registered office, Business ID, and Tax ID or VAT ID number
2. In an order, the customer shall provide clear specification of the place of origin (for passengers transported by the agency) in the form of an exact address or other sufficient designation of the place of origin, the time at which the agency shall pick up the passengers at the place of origin and the exact place (address) of the destination per the transport agreement, the contents hereof and an accepted transport order. Such details must be confirmed over the phone (SMS) at a minimum if any agreement is made regarding a change to the time and place of origin for a specific transport.
3. The customer guarantees the accuracy of the details provided under Article IV (1) hereof to the agency (place of origin, time of pick up, start of transport and number of passengers) and for their timely provisioning to the agency. The agency is not responsible for any violations of the conditions of the transport agreement resulting from changes to these details if not approved in writing in advance. In the event of sudden changes to such details without approval (over the phone, via SMS or in person at a minimum), the agency is not liable for any late arrival at the place of origin (delay in picking up passengers for transport).
4. The customer is obliged to pay the agreed price for the completed transport under the valid price list, unless agreed otherwise.

5. The customer has the right to cancel its order via email or using the free-of-charge phone apps, whereby any reservation and cancellation of such reservation is subject to the following cancellation terms:
15 days prior to transport 0%*
14 - 10 days prior to transport 20%*
10 - 5 days prior to transport 40%*
5 - 2 days prior to transport 60%*
48 - 24 hours prior to transport 80%*
24 hours or less prior to transport 100%*
/*of the total agreed price for transport/ or following specific cancellation terms agreed upon in a mutually confirmed order.
6. After the customer places an order for transport, the agency reserves the right to request that the customer pays a proforma invoice in full, usually until 20 days prior to transport. If the ordered service is then cancelled, the agency shall refund these funds to the customer's bank account within 20 days.
7. The customer shall fully reimburse the agency for any excessive soiling of the bus or damage to bus equipment.

Conditions of passenger transport

1. The agency is obliged to transport a passenger (or passengers) from the agreed place of origin by picking them up at the agreed place of origin and transporting them to the address of the agreed destination.
2. The agency is obliged to use suitable passenger vehicles to transport such passenger(s) that comply with all conditions applicable to passenger transport under generally binding legislation.
3. The agency is obliged to secure a replacement of a vehicle in the event of unforeseen circumstances that are decisive in the fulfilment of the commitment to transport passengers (vehicle breakdown) to ensure that the fulfilment of its commitment to transport such passengers is not in danger.

Price and payment terms of passenger transport

1. By placing a passenger transport order, the customer confirms that it has reviewed the conditions and prices for transport, specifically the agency's updated price list accessible to the public at its website www.slovakiabustravel.com or the agreed price of transport agreed upon in the mutually confirmed order and in email communication.
2. Once transport is complete (unless specified otherwise below), the customer commits to pay the price under the agency's currently valid price list. The customer shall make online payment for the completed transport after the agency confirms the order.
3. The agency is obliged to update the details on its website, www.slovakiabustravel.com, without delay in the event of any changes to the prices for transport.
4. The customer is authorised to pay for completed transport under the agreed price list or mutually confirmed order in cash or using a payment card, the trust pay terminal or based on an invoice issued by the agency or other valid tax record and paid via bank transfer to the agency's account. The agency shall inform the customer in advance of which specific payment cards it accepts for this purpose (payment authorisation). The customer's means of

payment include the trust pay terminal (PayPal), with accepted payment cards specified on the agency's website. Electronic payment completed by the customer is subject to valid legislation, especially Act No. 492/2009 Coll.

5. If the agency publishes prices for transport in its valid price list, it will also specify if the price is inclusive of VAT or exclusive of VAT.

Claims conditions related to transport

1. Passenger transport, under these terms and conditions and a concluded transport agreement, is subject to civil law regulations in Slovakia.
2. Failure to comply with the agreed conditions of passenger transport (low quality of performed service, delay, failure to deliver the agreed scope of service) gives the customer the right to immediate remedy of such deficiencies (remedy during service performance). Otherwise the client has the right to file a claim for such deficiencies in writing and deliver it to the agency's registered office (a claim may also be filed via email to the agency's official email address).
3. In the event of vis major (force majeure) circumstances, such as a strike, natural disaster, unforeseen emergency along the route of travel, i.e. impassibility of roads, traffic resulting from emergency situations, etc., the customer has no right to compensation for damages resulting from the failure to complete the transport within the agreed time.
4. A claim must provide an exact description of the deficiencies in passenger transport, the time when such deficiencies occurred, a signature on the claim and a date. The agency is obliged to resolve the claim without any undue delay once a deficiency occurs and within 15 days from the completion of transport at the latest. The agency shall complete a claim record, which is signed by both parties with the date and place at which the claim was filed. The agency shall inform the customer of the result of the claim in writing.
5. If the customer does not apply its right to file a claim under the conditions specified above, passenger transport by the agency is considered performed in accordance with the order, the concluded transport agreement and the customer's specifications (the service was provided in a full and timely manner under the order).
6. If the customer cancels its order, their payment shall be refunded under the cancellation conditions specified in the order in full and to their account.
7. If a claim is filed, the customer must truthfully specify all reasons and information that led them to file such claim regarding transport. The customer is likewise obliged to collaborate with the agency and provide all cooperation necessary to resolve the reasons for the claim.
8. The agency shall inform the customer in writing of the status of their claim under consumer protection law within 30 calendar days from its application at the agency's registered office at the latest.

Final provisions

1. Legal matters between the agency and the customer concerning passenger transport are subject to Slovak law and unspecified matters between the parties are subject to the contents hereof, the transport agreement and the provisions of the Commercial Code.
2. The terms and conditions and their relationship to other declarations and documents
3. The terms and conditions are published on the **SBT Agency s. r. o.** website (accessible to the public via the Internet) and are the official and authentic document specifying the relationship and matters involved in passenger transport.
4. The passenger transport agreement (accepted order) or other contract used to provide passenger transport service shall prevail over the terms hereof.
5. The terms and conditions are published publicly on the Internet.

Protection of the customer's personal data

1. Conditions for the protection of the customer's personal data hereunder are subject to Act No. 18/2018 Coll. on Personal Data Protection, as amended.
2. For the purposes of passenger transport, the customer, i.e. a natural person, provides the agency with personal data in the scope of given name, surname, phone number and email address.
3. Under Act No. 18/2018 Coll., the agency is obliged to collect, process, and store personal data in accordance with this act exclusively for the purposes of transporting the person involved. Under the conditions of the act, the agency is obliged to delete the personal data of customers under valid legislation.
4. By placing an order or using the agency's online system, the customer expresses its consent to the collection, classification, storage and use of their information under the terms specified above.
- 5.
6. The terms and conditions of **SBT Agency s. r. o.** enter into force on 1 January 2019
7. The terms and conditions of **SBT Agency s. r. o.** may be amended as a result of changes in applicable legislation and the conditions under which the agency performs its activities as specified herein. When making changes hereto, the agency shall publish all such changes without any undue delay at www.slovakiabustravel.com

