



Our Terms and Conditions

AirportTAXI.ch is a limited company and it is registered in the Name of Roman Haeberli.

For trading purposes, AirportTAXI.ch have the registered use of the telephone number +41 842 105 105, and operate through the following website: www.airporttaxi.ch with e-mail address taxi@atzh.ch.

Before requesting a service offered electronically on the AirportTAXI.ch website customers should ensure that they have read and understood the terms and conditions as laid out hereunder as these terms and conditions will govern any subsequent contract.

If you do not understand any of the contract conditions, we strongly recommend that you contact Customer Service before proceeding with any contract.

All postal correspondence should be sent to our Customer Service department in Illnau-Effretikon, Switzerland (see address on "Contact us" page) however we recommend the use of email to contact us as it is faster and more reliable than postal services.

AirportTAXI.ch websites and the customer care help desk are currently available in English and German. However, every effort will be made to include other languages in the future.

Services

- a. Through its websites, AirportTAXI.ch offers services as an agent for the contracting of travel transfers for individuals or groups.
- b. AirportTAXI.ch sole responsibility is as an agent for the parties concerned.
- c. Upon entering into a contract with AirportTAXI.ch the Company will undertake the necessary formalities to contract the transfer service. This contract shall be deemed confirmed once the service supplier accepts the transfer request and notifies the customer of AirportTAXI.ch of this acceptance.

Online Contracting Procedure

- a. AirportTAXI.ch offers a range of services to which the suppliers have given their accord.
- b. The contract becomes legally binding only when AirportTAXI.ch receives confirmation from the supplier that the requested service is available and the customer of AirportTAXI.ch has been notified of this fact by email. In the event of the service supplier being unable to provide the requested service, the customer will be informed and reimbursed the full amount by the same method as the payment was made.
- c. The customer is required to acknowledge all notifications made to him by AirportTAXI.ch. However, in the event of the customer failing to acknowledge receipt of an e-mail, the records that exist on AirportTAXI.ch e-mail server shall be considered as proof of reception.
- d. The act of AirportTAXI.ch sending the customer confirmation of charges and payments made through the customer's credit card shall not be considered as binding the customer to any contract.
- e. The booking confirmation which must be presented to AirportTAXI.ch service supplier will be made available to you at the time of email confirmation by AirportTAXI.ch. This should be printed out so

that it is readily available for inspection by the service supplier when requested during the transfer. It is recommended that customers should print out and carry with them all communications between the parties in addition to the transfer voucher itself.

- f. Minors are strictly prohibited from seeking any service from AirportTAXI.ch, and their legal guardians or other persons responsible for them should contact the company immediately should a minor register with the company for the provision of a service in order to enable the company to cancel the registration forthwith.
- g. It is strongly recommended that website customers read all the terms and conditions of the offers in detail, and carefully check the details of their reservations and confirmations before submitting their request to AirportTAXI.ch. These terms and conditions and the details provided by the customer are the basis of any eventual contract. Particular care should be taken when completing the reservation to ensure that all compulsory fields as indicated by an asterisk (*) have been filled in.

Liability of AirportTAXI.ch

- a. The liability for the provision of transfer services between the customer and the service supplier is restricted solely to those two parties between whom the service has been contracted. AirportTAXI.ch liabilities resulting from this agreement shall therefore be limited to those of a third-party broker between the customer and supplier. Any liabilities resulting from the provision of the transfer service shall be the sole responsibility of the service provider and their insurance companies.
- b. AirportTAXI.ch. sole responsibility and liability is as an agent for each transfer supplier by providing the supplier with an online booking service using the customers' details as entered on AirportTAXI.ch website. Some service suppliers may have additional contract conditions of their own. AirportTAXI.ch is not liable for losses or damages that may occur through the incorrect processing by the service supplier of a customer's reservation details.
- c. AirportTAXI.ch cannot be held liable for incidents that may occur in the rendering of the service, more specifically illnesses, personal injuries or death, unless caused by their negligence. Any compensation for accident, illness or death resulting from the use of the transfer service must be addressed to the direct supplier of that service and shall be subject to the laws and to the jurisdiction of the country in which the service is effectively provided.
- d. AirportTAXI.ch is absolved of all liability whatsoever where the customer makes a contract directly with the service supplier.
- e. The accuracy or reliability of the content of this website cannot be guaranteed by AirportTAXI.ch. This includes such eventualities as viruses.
- f. Every endeavor will be made by AirportTAXI.ch to rectify in the shortest possible period any errors to which our attention has been drawn. Should such errors result in bookings being made against faulty pricing and promotional information AirportTAXI.ch reserves the right to terminate the contract without offering compensation to the customer.

Amendments and Cancellations

- a. The voucher sent by email to the customer by AirportTAXI.ch includes the customer's requested destination / pickup and their accommodation address. Any changes to these or any other details must be sent in writing by email to taxi@atzh.ch prior to the date of travel. The Customer is liable for any increased service cost resulting from requested change. Changes subject to availability & acceptance by supplier. Two changes are free of charge, additional changes may incur a CHF 20.00 admin fee.

- b. Once the contract has been entered into with AirportTAXI.ch the customer is requested to notify AirportTAXI.ch central reservations office of any errors therein not less than 7 days prior to the date of commencement of the contract. Notification made within 7 days of commencement of contract affords AirportTAXI.ch the right to terminate the contract.
- c. Any cancellation of contract must be made in writing by fax or e-mail addressed to the central reservations office of AirportTAXI.ch. More than 48 hours from the date of commencement of the first transfer service described in the booking voucher 100% of monies will be refunded. Less than 48 hours from the date of the commencement of the first transfer service described in the booking voucher no monies will be refunded. Please contact customer service by email if you require a cancellation note to claim against your tour operator, airline, or travel insurance.
- d. AirportTAXI.ch files the electronic document on which the contract has been formalized and it can be obtained by the customer upon request by email addressed to the central reservations office of AirportTAXI.ch.

Contact Procedures

- a. All contact related to the provision and / or amendment of reservation contract information between the users of our websites and Contact Procedures is solely by e-mail.
- b. In the event of unavoidable alterations to the contract, Contact Procedures will inform the customer by e-mailing the address provided by the customer at the moment of booking, the act of sending of this e-mail being considered as proof of receipt by the customer. The same system applies to all other advisory e-mails which may be sent to the customer by Contact Procedures It is therefore essential that you check that the e-mail address furnished by you is correct and also that you ensure that you read any incoming e-mails up to the time of your travel dates and times.
- c. If you fail to be at the pick-up point within 20 minutes of the time specified on your voucher the supplier will try to contact you on the mobile telephone number you have provided. If it is not possible to speak to you due to not having provided a mobile telephone number at the time of booking, no or poor connection, no signal, activated voicemail or the call is unanswered, the service will not be provided and your Supplier is not obliged to provide you with the service and a refund will not be made.

Statement of Liability and Capacity

- a. The act of entering into this contract denotes implicitly that customers declare that :
- b. They are of legal age and in full use of their mental faculties thus enabling them to comply with all their legal responsibilities concerning this agreement.
- c. They are aware of the extent of the services which are the object of this contract, of the aforementioned information concerning AirportTAXI.ch, of the content of the general conditions.
- d. They hereby declare that the credit or debit cards that they use belong to them and that there are sufficient funds to cover the cost of the service.
- e. They understand that they must notify AirportTAXI.ch. As soon as is reasonably possible of any variation or alteration to the details that they have provided.
- f. The services to be supplied are in accordance with the details specified in the confirmation email. It is therefore the responsibility of the customer to print out and check the transfer confirmation for accuracy. If the details of the confirmation are incorrect the customer must contact AirportTAXI.ch central reservations office immediately to rectify these. AirportTAXI.ch is not liable for any reservations made which are impossible to carry out and the customer will not be reimbursed for such reservations.

Transfers

- a. At the time of the transfer, the driver employed by the service supplier will wait at the agreed pick-up point for a maximum of 60 minutes from the time of flight arrival. The waiting time from any other point shall be restricted to 10 minutes after the agreed time.

- b. In the event of the customer not being able to locate the driver on arrival it is the customer's responsibility to contact AirportTAXI.ch on the 24/7 numbers printed on the booking voucher. If the customer fails to call these numbers within 60 minutes of the actual landing time for airport collections, and within 10 minutes for non-airport collections, and as such is not made aware of the problem, the transfer booking will be cancelled and no refund will be due. An electronic record of all calls received to the 24/7 numbers is kept by a third party telephone service supplier, and shall be used as proof in the event of a dispute as to whether the numbers were called or not.
- c. The customer is responsible for checking the time agreed for the pick-up by the transfer service, and also for ensuring that their chosen arrival time at the departure airport allows them to get there at least 10 minutes before the check-in desk opens (not closes) and under no circumstances less than two hours prior to the scheduled flight departure time.
- d. Neither AirportTAXI.ch nor the supplier can be held liable for delays due to force majeure, or other circumstances which are beyond their control, such as accidents suffered by third parties on the transfer route, police checkpoints, acts of terrorism or vandalism, extreme weather conditions, unusual traffic levels, industrial action, airport delays and Acts of God. The route to or from the destination chosen cannot be guaranteed and the Google drawn route map displayed on our website is for informational purposes only. Whilst reasonable effort is made to ensure that pick up times are respected, they are not guaranteed.
- e. It is the customer's responsibility to provide at the time of reservation full and accurate addresses for the pick-up and destination points. The service supplier will pick the customer up and set him down as close as possible to the given addresses always allowing for ease of access and the type of vehicle used. In the event that access via the conventional route is closed due to weather conditions, road accidents etc., the service supplier will, at the customer's express request, use a longer route to reach the agreed destination, but in this instance the customer would be liable for any additional costs.
- f. All vehicles used for contracted transfer purposes are included in the public liability cover of the service supplier's insurance policy.
- g. Should the customer wish to include the transfer of minors in the contract he must inform AirportTAXI.ch of this fact when confirming the booking, and he must ensure that the vehicle's child safety system is used as required by current legislation. If the customer fails to take this step and no vehicle equipped with the appropriate child's safety system is available for the contracted transfer, and the customer is not able to provide the child's safety system himself then the transfer will be cancelled. Child / baby seats will be provided if booked whenever possible, however there may be rare instances when such seats are unable to be provided due to unforeseen last minute vehicle substitution, for example. In such instances, you will be entitled to a full refund for seats not supplied. If you are unwilling to travel in the event that child / baby seats are not supplied, please provide your own and request a refund from Customer Service.
- h. AirportTAXI.ch is unable to guarantee the vehicle category in which the transfer will be made, as circumstances may prevail where the supplier may need to substitute the vehicle or vehicles in order for the contracted transfer service to be carried out.

Luggage

- a. Each passenger has a luggage entitlement of 1 x bag or suitcase per person, maximum combined size of 158cm (length + width + height) and hand luggage, such as handbags & small bags, unless additional items have been specified during the booking process. All luggages must be securely labeled with the owner's name and destination address.
- b. Excess luggage must be declared at the time of booking. The passenger shall be liable for all expenses incurred should additional vehicles be required to transport non-declared excess luggage.
- c. The customer's acceptance of the proposed contract and its terms and conditions is considered as tacit agreement by the customer that under no circumstances will he include in his luggage nor carry on his person any object in contravention with the legislation of the country in which the transfers will be effected (firearms etc), nor those likely to be injurious to any third party, nor any animals unless prepared and transported in a suitable container, nor any items of excessive size, weight, fragility, or perishability.
- d. AirportTAXI.ch recommends you do not transport fragile or valuable objects such as jewelry, money, precious metals, items of silverware, cheques or other negotiable securities, documents, passports and other ID documents, samples, etc.
- e. Transport of luggage and other belongings is undertaken solely to the customer's risk and under no circumstances can AirportTAXI.ch be held responsible for any loss or damage. Such risk of loss or damage should be the object of private insurance taken out by the customer prior to departure.

- f. Pets carried are the exclusive responsibility of the customer. They must travel in a container that conforms to IATA specifications, and their well-being should be carefully considered before the journey commences. In no instance may pets be transported without prior consent from AirportTAXI.ch. If the carriage of pets entails additional costs then these will be payable by the customer.

Administrative Formalities

- a. The customer is solely responsible for carrying his documentation necessary for frontier crossing. Administrative Formalities hereby refutes all liability and refuses to incur any supplementary expenses caused by failure to carry these documents or for failure to observe customs, police, tax authorities or administrative rules of those countries where entry is required. The transport voucher is not a valid documentation to obtain entry visas.
- b. In the event of AirportTAXI.ch having to pay a deposit or fine to the Authorities of other countries as a result of the customer's failure to observe the laws, regulations, etc. or other travel requirements of those countries which he intends to enter, leave or pass through, the customer will be held solely responsible for their reimbursement to AirportTAXI.ch who reserves the right to hold any of the customer's monies already paid to AirportTAXI.ch until the customer can provide proof of reimbursement of such fines, charges etc.

Right of Admittance

- a. In entering into this contract the customer tacitly accords to AirportTAXI.ch and the service supplier the right to refuse to transport any passenger who may be under the influence of alcohol or drugs and those whose behavior may be considered dangerous to the driver of the vehicle or to other passengers.
- b. No alcoholic drinks may be carried in the service supplier's vehicles for the purpose of on-board consumption. This prohibition extends to narcotics.
- c. Smoking is forbidden inside the vehicles.

Intellectual Property Rights

- a. Copyrights, trademarks and other intellectual property rights of the websites have been granted under licence to ST AirportTAXI.ch and are protected by national and international regulations governing intellectual property.
- b. Use of our website content by third parties for any purpose other than booking transfers is prohibited, including the modification, subsequent publication and total or partial reproduction or representation of the same without the express consent of AirportTAXI.ch.
- c. Any unlawful use of the AirportTAXI.ch website for any purpose whatsoever is strictly prohibited under all circumstances.

AirportTAXI.ch Declaration of Privacy

- a. The internet user accessing the AirportTAXI.ch Declaration of Privacy website does so anonymously and is not registered by AirportTAXI.ch for any online service. The user remains anonymous throughout his search through all information on the company website, and at no point are his personal details registered for any online service.
- b. AirportTAXI.ch does, however, use user identifiers (cookies) on its websites to collect information on the website use, such as the server to which the user's computer is connected, the browser type (e.g. Netscape or Internet Explorer) and how the potential customer became aware of AirportTAXI.ch. Such information is used by the company solely to assist it in improving its marketing policies, and the personal details of the Internet user are not included in the data capture.
- c. In response to a potential customer's request for a transfer quote, AirportTAXI.ch may ask the customer to provide personal details, including e-mail address and credit card details for purposes such as correspondence, website registration, and eventual settlement of agreed charges. AirportTAXI.ch may also use such details to contact the customer with offers which may be of interest. Once the interlocutor of the AirportTAXI.ch website becomes a customer, the company may use the details provided during the booking process to offer appropriate future promotions and offers.
- d. By entering into a contract with AirportTAXI.ch the customer tacitly authorizes AirportTAXI.ch to use his personal information to carry out the requested service, to ensure accurate billing for the service, and to use the details provided to aid the company in targeting further services of possible interest to the customer. Such offers would be sent to the customer's email address. The company may also use such information for the general purpose of measuring consumer response to and satisfaction in the services offered. These offers may be based on the information provided to the company in the initial operation, in surveys, from information that may specify purchase preferences and lifestyle as well as information available from authorized external sources such as suppliers and marketing companies. These email offers come directly from AirportTAXI.ch and are sent in a format which is compatible to the information recovered from the customer's email address (HTML, enriched graphics etc.). The personal details captured are stored in automated files safeguarded by AirportTAXI.ch. These records are declared to the Data Protection Agency.
- e. Although AirportTAXI.ch does not divulge a customer's email address to any other service supplier the company may act as an intermediary by forwarding email offers from such third parties. In the event that an individual becomes a customer of such a third party then that third party service supplier might independently send the individual details of

his promotions etc. Should an individual wish to cease receiving such emails he must contact the third party directly to this effect. AirportTAXI.ch objective is to facilitate receipt of a third party service supplier's promotional information of specific interest to a customer, and such contact would be subject to the strictest controls concerning the security and confidentiality of customers' personal details. A simple request by email to AirportTAXI.ch. Would ensure the cessation of such activity if the customer so desired. Alternatively the customer can follow the procedure outlined on the company's website and on all offers sent by email.

- f. AirportTAXI.ch hereby undertakes not to contract, provide services to or send offers to minors.
- g. In accordance with current legislation, the company undertakes to provide the customer with details of any personal information which may be held by the company whenever requested. If the customer believes that the information held by the company is in any way incorrect or incomplete, he should send a written notification to AirportTAXI.ch. Such errors will be rectified at once by the company. The customer may likewise send a written request for cancellation or to lodge an objection.
- h. The customer's attention is hereby drawn to the fact that other Internet sites accessed through the AirportTAXI.ch website may have conditions of confidentiality which differ from those of this company.
- i. AirportTAXI.ch hereby refutes all liability with regard to the content or conditions included in any other linked or affiliated website.
- j. Should AirportTAXI.ch make any alterations to the company's internet policy on customer confidentiality, such changes will be identified in these Terms and Conditions, thus enabling the customer to be fully informed and in a position to react accordingly.

21. April 2013

AirportTAXI.ch

Gstückstrasse 15, 8308 Illnau-Effretikon, Switzerland

Fon +41 842 105 105

Mail taxi@atzh.ch