

www.Firm-transport.cz operates the service of contractual transport of persons, shipments and small freight individually by its own vehicle fleet or using its contractual carriers. Terms and conditions of the transport of persons, luggage, live animals, conclusion and terms of a transport contract, the customer's rights and duties and the rights and duties of the operator and contractual carrier shall be governed by those transport terms and conditions (TTC).

I. Basic definitions

1. Operator – MH Firm-Transport s.r.o. Rybná 716/24, Praha 1, 110 00, ICO:05680891 DIČ:CZ05680891
2. Contractual carrier – a taxi operator contractually ensured by the operator for transport (individual operator).
3. Driver – the operator's or contractual operator's employee.
4. Customer – a person to whom the transport service is provided.
5. Ordering party – a person, company or other legal entity that has ordered transport from the operator for the customer. In the majority of cases, the ordering party is also the customer.
6. Transport – the transport of persons, shipments and goods, and the transported luggage.
7. Animals – only after previous agreement with the operator.
8. Transport contract – a binding legal relationship between the operator and the ordering party, which may be concluded solely in written form via email or other electronic form (data box, Facebook, Google+ etc.), which is mutually accepted and supported.
9. Force majeure – a traffic accident not caused by the driver, traffic jam, natural disasters, floods, civil riots, armed conflicts, road obstacles, roadblocks, traffic restrictions, etc.
10. Justified termination of the transport – unilateral termination of the transport by the operator, contractual carrier or driver, if it is caused by the customer's gross breach of his duties according to the TTC without any compensation.
11. Luggage – an easily handheld item that can be easily placed in a vehicle or loaded into it with respect to its dimensions and weight, if the nature of such an item cannot damage or pollute passengers or vehicle.
12. Items excluded from the transport as dangerous luggage – an item or content of luggage for which transport is forbidden by generally applicable laws. Dangerous substances and items that may cause an explosion, fire, damage to the vehicle, injury, poisoning, burns and illness of people and animals, things inappropriately or imperfectly packed that may damage or soil passengers or the vehicle, foul-smelling things, loaded guns (this shall not apply to guns of soldiers or policemen, for which special transport legislation shall apply), narcotics and psychoactive substances, biological materials etc.

II. Conclusion and performance of a transport contract

1. The full TTC are available on operator's website:
<http://firm-transport.cz>
2. A transport contract is concluded by the operator's binding confirmation of the ordering party's order after receiving the full payment of guarantees of performance payment for the service. Until such time, any order shall only be non-binding and confirmation of any order shall also be non-binding. Only after the receipt of full payment or guarantees, the operator will send a binding confirmation to the ordering party and a transport contract will be concluded.

3. The ordering party and customer undertake to follow those TTC by the conclusion of a transport contract.
4. If the ordering party and customer disagree, then the ordering party shall inform the customer about those transport terms and conditions.
5. A transport contract shall be considered as performed by the operator upon the duly realized transport in the agreed extent, according to the particular transport contract, even in a situation when it was justly terminated by the operator, contract carrier or driver during its progress.

III. Customer's and ordering party's rights and duties

1. During the transport, the customer shall follow those TTC and the instructions of the driver or contractual carrier. The customer shall have his seat belt fastened during the whole transport.
2. The customer shall be a resident (citizen) of any EU country or he shall have valid documents proving his residence permit in the EU – visa and passport.
3. The customer shall have the right to be transported with his luggage safely to the confirmed (ordered) destination. The customer shall have the right to terminate the transport at any time during its progress, however, this shall be in compliance with operator's cancellation policy.
4. The contractor shall have the right to receive a proof of payment.
5. When the transport is ordered, the customer shall notify the operator that he requires the transport of luggage, shipment or freight worth a total of more than 50.000,- CZK. Such luggage, shipment or freight may only be transported with operator's written consent. The operator may increase the amount for the transport of more expensive luggage with respect to the necessary insurance, and the driver may change the route with respect to the safety of transport.
6. During the transport, the customer shall not have the right to (especially):
 - Give any instructions to the contractual carrier or driver, if following them would cause a traffic offense or other offense, e.g. request the vehicle to be stopped in a no stopping zone, ignoring a no entry sign etc.
 - Open doors of the vehicle while driving, damage the vehicle.
 - Throw items from the vehicle or leave them sticking out of the vehicle, lean out of the window.
 - Smoke in the vehicle or use any narcotics.
 - Behave loudly, use loud audiovisual devices or disturb with other inappropriate behavior.
 - Thwart or complicate the driver's safe view or possibility to drive or intervene with the steering of the vehicle in any way.
 - Soil or damage the vehicle or other passengers with his clothes or behavior.
 - Eat an ice-cream, food and beverages that could soil the clothes of other passengers or vehicle.
7. If the customer damages the interior of the vehicle or soils the vehicle, then he shall pay for such damage in its full amount to the driver of the vehicle, and he shall compensate the driver for the one-day interruption of operation of the vehicle in order to clean it and the rate of one-day rent of the vehicle, as the compensation for lost profits. During the cleaning of the interior, the caused damage shall be the amount corresponding to costs for cleaning, i.e. from 4.500,- CZK to 5.000,- CZK – according to the intensity of soiling of the leather and covers in the interior. If this amount is not be paid within 3 working days to the driver in cash or by a wire transfer, then the ordering party shall become his guarantor and such obligation shall be transferred from the customer to the ordering party.

IV. Operator's and contractual carrier's driver's rights and duties

1. The operator's or contractual carrier's driver shall follow generally applicable laws, especially their provisions about the prevention of damage and traffic regulations, and follow the customer's instructions within his limits.
2. The operator's or contractual carrier's driver shall have the right to deny the performance of transport if the customer is breaching his duties according to Article III of the TTC, especially if it is obvious from the customer's behavior that he is under the influence of alcohol or narcotics. Furthermore, the driver shall have the right to deny the performance of transport if the maximum amount of transported persons according to the technical certificate of a particular vehicle or the maximum load of vehicle would be exceeded, etc.
3. The operator's or contractual carrier's driver shall have the right to deny the performance of transport if the customer is aggressive, vulgar, smells bad, is heavily soiled, urinated, or if he requires the transport of things, animals or luggage and freight excluded from the transport.
4. The operator's or contractual carrier's driver shall have the right to deny the performance of transport if the customer is not meeting the condition mentioned in Point III/2 of the TTC. The driver may require the presentation of necessary documents. In the event that the customer does not have such documents with him, he shall present them immediately and he shall pay for the waiting time. If the customer is not able to present such documents, then the driver shall have the right to terminate such transport of obstacles on the part of the ordering party/customer without any compensation within the cancellation period.
5. 3 adults at most or 2 adults and 2 kids at most may be accepted for the transport.

V. Transport conditions of children, luggage and live animals

1. Children may be accepted for the transport only with the consent of their statutory representative.
2. If the ordering party is requesting the transport of child in a child seat or booster seat, then he shall notify the operator about such a request during the ordering of the transport, and he shall mention age of each child.
3. Luggage shall be transported separately in the luggage space. Only small luggage which does not threaten the safety of other persons, does not bother them and cannot soil the vehicle may be transported in the vehicle.
4. The driver (contractual carrier) shall have the right to deny the transport of easily damageable, precious or fragile luggage. The customer shall mention that his luggage is this type of luggage before the commencement of the transport.
5. Dangerous luggage or items may only be transported with the operator's previous written consent. The customer shall notify the operator about his request to transport dangerous luggage during the ordering of the transport.
6. Live animals may only be transported after previous agreement.
7. Any damage to luggage caused during the transport shall be mentioned by the customer immediately after the termination of the transport, i.e. after he leaves the vehicle. Claims arising from the liability for damage of luggage cannot be submitted if such damage was caused by the nature of luggage, incorrectly or incompletely closed luggage, its part or the item inside, the customer's act, force majeure based on the elimination of consequences of force majeure.

VI. Intermediary's responsibility

1. The operator shall not be liable for any damage to property or health if such damage was caused during the transport (or in connection with it), which was realized by the contractual carrier.

2. If the transport is realized by the contractual carrier, then the contractual parties to such a transport contract are the customer and contractual carrier, and the intermediary of this contract shall not have any obligations or duties.

VII. Final provisions

1. Legal relationships between customers, the operator and contractual carriers shall be governed by Czech law.
2. These TTC shall come into force on February 2, 2017.