

Terms & Conditions

Article 1 Definitions

1.1 Within these conditions the following terms are used with the meaning given below

Provider: Taxi Airport Boeken, trading as 'Airport Service'.

Offer: the offer done by Provider for the carriage of Consumer by Carrier for a predetermined Ticket Price.

Baggage: collective and individual (if applicable) Large Baggage, Medium Baggage and Hand Baggage.

Consumer: the party purchasing the Services from the Provider.

Services: the facilitation of the carriage of Consumer by Carrier for the Ticket Price.

Large Baggage: a suitcase or similar piece of baggage with the maximum cumulative measurements (L+W+H) of 180 centimeters.

Hand Baggage: a bag or similar piece of baggage with the maximum dimensions of 55 x 25 x 35 (L x W x H) centimeters.

Agreement: the agreement between Provider and Consumer regarding the supply of Services by Provider.

Ticket: the ticket provided by Provider to Consumer after the establishment of the Agreement.

Ticket Price: the price of the Ticket per Offer and the subsequent Agreement

Carrier: the natural or legal person, personnel included, committed to the carriage of persons and baggage.

Article 2 Applicability of General Terms and Conditions

2.1 These General Terms and Conditions apply to every Offer of Provider and, if an Agreement is established, to the Agreement itself.

Article 3 Agreement & Ticket

3.1 The Agreement and the resulting obligation to purchase and pay the Services is established after acceptance of the Offer by Consumer and receipt of Consumer's payment by Carrier in accordance with article 9.1 of these General Terms and Conditions.

3.2 When the Agreement is established the Provider will provide Consumer with a Ticket. The Agreement and the Ticket are personal in nature and are not transferable by Consumer to third parties, unless otherwise agreed beforehand in writing between Consumer and Carrier.

3.3 Carrier shall be solely required to carry Consumer after the Consumer has presented the Ticket to the Carrier.

Article 4 Cancellation & Refund of Ticket Price

4.1 Consumer is entitled to cancel or alter the Agreement with the agreed Ticket Price.

4.2 Upon the receipt by Provider of a cancellation, the refund of the Ticket Price shall take place within seven (7) days. 10% of the ticket costs, with a minimum of € 15,- per ticket, will be deducted for administrative costs.

4.3 Consumer is not entitled to a refund of the Ticket Price in case the cancellation is received within two (2) hours prior to the date the journey commences or in case an Agreement is established within two (2) hours prior the date the journey commences.

Article 5 Baggage

5.1 Consumer is entitled to carry the Baggage during the journey as stated on the Ticket. Carrying extra pieces of Baggage is possible, but only after prior written agreement of Provider.

5.2 For every extra piece of Baggage additional fees, agreed upon beforehand and in writing, will be charged by Carrier to Consumer.

5.3 Provider or, where applicable, Carrier, has the right to refuse Baggage that is (i) not in compliance with the herein stated measurements, or (ii) by its nature dangerous, prohibited and/or may lead to damage or contamination.

5.4 Provider is not liable for the loss of Consumer's Baggage.

Article 6 Transportation of Animals

6.1 Following prior consent of Provider and except for that which is specified in this article 6, live animals are allowed to be carried by Consumer, if these animals can be carried in an easily portable basket, bag or similar object which can be put down or held on your lap.

6.2 A request from Consumer for the transportation of animals must be made to Provider in writing and as soon as possible, however no later than ten (10) days prior to the date the journey commences.

6.3 The in paragraph 6.1 mentioned animals may not be carried if they can, in any way, cause danger, nuisance or inconvenience to Consumer, other passengers or Carrier.

6.4 In relation to its calculation, the Ticket Price is subject to a surcharge per animal, which is calculated and charged separately.

Article 7 Delay

7.1 Provider and/or the Carrier is not liable for damages resulting from delays, including damages caused by missing any possible transfers and connections, including connecting flights, if and to the extent that Provider and/or Carrier demonstrates that she or her employees took reasonable measures to prevent the damages, or if and to the extent it was not possible for Provider and/or Carrier and her employees to take measures to take such measures.

Article 8 Payment

8.1 Consumer shall, within one (1) day after accepting the Offer, pay Provider the agreed Ticket Price by the manner as specified on Provider's website.

8.2 Receipt of payment is a condition for the establishment of the Agreement and for the Ticket to be provided to Consumer, as well as any related obligations of Provider to perform Services.

8.3 Provider is at all times entitled to set off his claims against his debts to Consumer.

Article 9 Carriage and Conditions of Carriage

9.1 The actual carriage will be performed by Carrier.

9.2 The actual agreement for carriage is established between Consumer and Carrier. Subsequently, Provider is not a party to the final agreement for carriage.

9.3 The terms and conditions (of carriage) adopted by Carrier are applicable to the actual agreement for carriage and the carriage of Consumer and Baggage by Carrier.

9.4 In the event of any conflict between the General Terms and Conditions and the terms and conditions (of carriage) adopted by Carrier, these General Terms and Conditions prevail.

9.5 Consumer shall be ready for departure on the date, location and time indicated on the Ticket.

Article 10 Complaint Procedure

10.1 Complaints about the execution of the Agreement must be submitted to Provider by Consumer in writing and within seven (7) working days after Consumer has discovered the alleged defect.

10.2 Complaints submitted to Provider by Consumer, which are not in compliance with paragraph 1 of this article 10, need not to be processed by Provider.

Article 11 Liability Provider

11.1 Provider is never liable for any damages of Consumer or third parties, including consequential damage, loss of turnover and profit, loss of data, and pain, suffering and loss of amenity, relating to or arising out of the Services, or as a result of carriage of Consumer and Baggage by Carrier (including personal injury, and financial and economic losses suffered by Consumer).

11.2 In case Provider is liable to the Consumer, notwithstanding the provisions in the preceding paragraph, Provider's liability, on any ground whatsoever, to Consumer per event (in which a connected series of events is regarded as one event) is limited to the actual by Consumer in the current calendar year paid fees (VAT excluded).

11.3 The preceding provisions do not apply if and insofar as the damages were caused by intent or gross negligence of Provider or his employees.

11.4 Provider is never liable for damages if and to the extent these damages would result from the fact that Provider and/or the Carrier complies with applicable laws and regulations (including but not limited to laws, regulations, decisions and instructions), nor for non-compliance of such laws and regulations by the Consumer, including but not limited to instructions given by the Provider (including but not limited to instructions on her website pertaining to arrival time at the airport and contact details) during the booking process.

Article 12 Force Majeure

12.1 Provider is not obliged to fulfill one or more obligations, if he is prevented from doing so due to force majeure. Force Majeure also includes a non-attributable failure of the Carrier or involved third parties or suppliers, as well as any situation in which Provider has no actual (decisive) control.

Article 13 Privacy

13.1 Consumer is deemed to have taken notice of Provider's privacy statement and to have consented to the therein described processing of the by the Consumer provided personal data.

13.2 Consumer may review and have corrected the data regarding him processed by Provider. Consumer has the right to request Provider to delete or obscure eligible data of Purchaser. Provider will decide upon this request within four (4) weeks, after balancing Provider's interest to Consumer's privacy interests. In case it is decided that the data is to be deleted or obscured, the Consumer will be informed whether the use of Services could be restricted or impeded.

Article 14 Intellectual Property Rights

14.1 The Intellectual Property Rights of all Services made available by Provider rest with Provider or with third parties of whom Provider has (partially) obtained the right to provide these Services to Consumer.

Article 15 Applicable Law and Jurisdiction

15.1 The Agreement is governed by Dutch Law.

15.2 The Court in Almelo has the exclusive jurisdiction to settle any disputes arising from the Agreement.

Article 16 Other Provisions

16.1 The invalidity of any of the provisions of these General Terms and Conditions does not affect the validity of the remaining provisions and paragraphs. The void provisions or paragraphs thereof will be replaced by new provisions or paragraphs whose content, scope and objective correspond as insofar as possible to the old void provisions or paragraphs.

These Terms & Conditions can be used after 01/11/2016.