

Terms and conditions

for Businesstaxi-Munich, the taxi network from Taxi-Fink

§ 1 General

1. Businesstaxi-Munich transfers transport orders to Taxi-Fink, Mandlstraße 22, in 80802 Munich, Germany, and other car rental and taxi companies within the taxi network. Businesstaxi-Munich reserves the right to choose which companies will be contracted for an order.
2. Businesstaxi-Munich is responsible for the arrangement and transfer of orders and, in the case of invoiced journeys, for the summary and invoicing of all invoiceable journeys. The contract of carriage itself comes into effect between the customer and the contracted taxi company.
3. The currently applicable version of the Terms and Conditions is available on the internet. The current version of Terms and Conditions as at the time of conclusion of the contract shall apply.

§ 2 Conclusion of contract and withdrawal from contract

1. Businesstaxi-Munich accepts transport orders

in person,

in writing to Taxi Fink, Mandlstraße 22, 80802 Munich, Germany,

by Fax +49 89-340 20 313,

per telephon +49 177-780 780 8, oder

by email to info@taxi-fink.de

at the current prices and conditions published online at the time of the order. The customer is to provide a collection address, arrival/departure time, flight/train number, number of persons to be transported, bulky luggage, special transport requirements (pets, couriered goods, etc.) and mobile number when booking.

2. Only journeys with a minimum order amount of 40 euros will be accepted.

3. A contract shall only enter into effect if Businesstaxi-Munich

immediately confirms the order when placed in person or on the phone, or

in the event of orders placed by post, fax or email, has confirmed this in advance via the respective medium, or

if the journey has actually been undertaken.

Should an order be accepted as a result of a printing, calculation or spelling error, Businesstaxi-Munich reserves the right to withdraw from the contract.

4. The customer is obligated to check the written or verbally agreed booking confirmation for its correctness. The customer is solely responsible for the accuracy of the details provided. Should changes be required to the arrival or departure date, the customer must inform **Businesstaxi-Munich** immediately by email at info@taxi-fink.de . Failure to declare this releases us from our obligation to provide transportation.

5. Cancellations up to 2 hours prior to departure of the planned vehicle to the customer's pick-up point shall not be subject to a fee. If an ordered and confirmed journey is cancelled last-minute (less than 2 hours prior to vehicle departure), or at the location (place of residence/airport), **Businesstaxi-Munich** is entitled to demand 100% of the agreed journey price.

§ 3 Transportation of people and belongings

1. Customers are requested to ensure that the safety of the vehicle, the driver, their own safety and the safety of other passengers and third parties is not endangered.

2. standard suitcase and 1 item of hand luggage per person is permitted free-of-charge. Bulky luggage (golf bags, skis, etc.) are only permitted upon prior notification and at an additional fee.

3. Pets (dogs and cats) are only permitted upon prior notification and at an additional fee.

§ 4 Collections

1. Claims for transportation only exist for the agreed and confirmed times. For collections from an agreed address the driver may not wait longer than 10 minutes past the agreed departure time. Waiting times beyond this will be charged at 13.00 euros per ½-hour delay. For our business customers we charge for waiting times exceeding 30 minutes.

2. For airport transfers the airport collection time is the planned arrival time of your flight with the confirmed flight number, and approx. 30 minutes to allow for luggage collection. In the event of a delay the driver may wait up to a maximum of 60 minutes beyond the planned arrival time. Passengers are generally met in the arrival hall of their confirmed flight with a personalised name sign. Passengers who cannot be found in the arrival hall of their confirmed flight or are not at the agreed meeting point will be called once by the driver provided a customer mobile phone number has been provided. If the customer does not answer or is unavailable to agree a meeting point, the claim for transport shall no longer exist.

§ 5 Due date and payment

1. The fare for all services is due upon arrival and can be settled in cash or by means of a valid credit card (VISA, MASTER, AMERICAN EXPRESS) with the driver of **Businesstaxi-Munich**. The fare shall be the same fare agreed by telephone, in person or on the booking confirmation. This excludes additional orders for which a separate written agreement was made in advance.

2. For customers paying by invoice, payments are to be made at the latest within 14 days after receipt of the relevant single or monthly invoice. Discounts and alternative payment deadlines require our express prior written agreement.

§ 6 Liability and limitation of liability

1. Businessstaxi-Munich shall not generally be liable for damages caused by a late departure or arrival at the destination.

2. Within the scope of the legal provisions the customer is liable for all damage caused by him/her to goods or other persons. This shall also apply for damage caused by underage persons, animals or accompanying goods to be transported. This applies in particular to damage caused by any form of contamination. For any deliberate contamination of the vehicle or contamination beyond the extent usual by the passenger, a cleaning fee of 100 euros will be payable. Businessstaxi-Munich reserves the right to additional claims.

3. Businessstaxi-Munich shall not be liable for damage to goods, in particular to luggage, transported or couriered goods.

4. . Any objections, complaints or warranty claims are to be made in writing to Businessstaxi-Munich to the following email: QM@taxi-fink.de and no later than 14 days after the journey has been completed.

§ 7 Applicable law, place of fulfilment and court of jurisdiction

German law shall apply. The place of fulfilment for delivery, services and payment is Munich, Germany. The court of jurisdiction for all legal disputes is Munich, Germany.

§ 8 Severability clause

Should individual provisions of this Agreement or the Terms and Conditions, or any future provisions, prove to be ineffective or unenforceable in full or in part, or become ineffective as a result of legal changes after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable clause that most closely corresponds to the aim of the invalid provision which the contracting parties were seeking to achieve with the ineffective or unenforceable provision. Should the contract turn out to contain omissions, the above stipulations shall apply correspondingly which most closely resemble the meaning and purpose of this contract, and which apply for the purpose of taking these into account. This also applies when the ineffectiveness of a provision is based on a measure of performance or time (deadline or date) specified in the contract; then, a legally permissible measure will be seen as agreed which is the closest measure of performance or time (deadline or date).