

TERMS AND CONDITIONS FOR RESERVATION FOR LANZAROTETAXI.COM

The contracts of acquisition of services are established between the user and client, and further (you), and the TAXI DRIVER'S S.COOP. AJEY-TAMIA, and forward (Ajey-Tamia), with CIF: F-76004951, whose office is located in Cesar Manrique s/n Ajey House, San Bartolome, Lanzarote 35550 Canary Islands, Spain.

LANZAROTETAXI.COM is a trademark whose property, management and exploitation are owned by Ajey-Tamia, dedicated to marketing services of taxis, minibuses and buses across Internet.

Ajey-Tamia is an intermediary between you and the taxi driver or Transport Company that realizes the services required, our aim being to facilitate you with various transport services through our Web page.

1-Introducción:

1.1-You accept the conditions of request of reservation in your name and on behalf of all the members of your group. Therefore the acceptance of these terms and conditions also apply to the group in all the clauses here established. The reservation will be sent to you for the total of the services contracted, and it is your responsibility to inform the members of the group, of the terms and conditions of the service that you have agreed with us.

1.2-It is necessary to be above 18 years to request our services of taxi, minibuses or buses. And that all the information that you provide us is correct and true. That the credit/debit card is your property, and has the necessary funds to cover the costs of the service required.

1.3-Any petition of reservation realized by you is considered to be service bought by you, offered by Ajey-Tamia, and therefore you authorize your credit/debit card to be charged that is provided to us by you.

1.4-In order that a reservation is accepted, the full payment will have to be done of the amount of the service at the moment of the reservation, by means of corresponding bank card. If the validation could not be obtained of this credit/debit card and the payment not realized, the request of the service remains cancelled. In this case we recommend you to call our telephone number for clients, so that a solution can be found and that you reservation realized satisfactorily. Ajey-Tamia does not take any responsibility of the transmission of incorrect or false information given on your behalf. Your reservation will be confirmed as soon as we e-mail you the number of reservation.

1.5-The terms and conditions that herein established, only refer to services of taxis, minibuses or buses that you could contract in our Web page. In no case they correspond to other services that you could contract across the links of our web page, as acquisition of tickets or passages of planes, ships, hotels,

restaurants, tickets to museums, etc. You must examine the terms and conditions, of offers of other services of web pages that have links with us.

1.6-When you request for any transport service on our site, you agree to be legally bound by these terms and conditions of use of our service. Being established that these are the only terms and conditions that apply to transportation services we provide, having no validity other statements that are not reflected in this document. We recommend that you carefully read these terms and conditions each time you request a taxi, minibus or bus, and that conditions may change at any given time, valid those that are currently provided at the time of application for each service.

1.7-Ajey-Tamia reserves the right to modify, amend, change or cancel any of these terms and conditions of use of transport services for passengers, in the moment when it considers appropriate.

1.8-If you do not wish to bond by these terms and conditions, unfortunately you can not book any transportation services on our Web site.

2-Our Web:

2.1-Our website is a portal for passenger transport services and from the reservation forms, you can arrange transfers to and from destination among hotels, ports and airport. And book tours and excursions to the various main attractions of the island.

2.2-The content of other Web pages, articles, goods or advertisements announced may be linked to the Web LANZAROTETAXI.COM, are not managed or controlled by Ajey-Tamia. Therefore it is not our responsibility their availability, content and accuracy.

3-Request for Services:

3.1-In order that you could request services of taxis, minibuses or buses, you will have to follow the service request procedures established in reservation form on our website. These requests for services should be made at least 24 hours prior to applications made on working days and 48 hours notice for requests made on festivals and holidays. For last minute bookings we recommend you call us on Customer Phone service.

3.2-Ajey-Tamia reserves the right to reject any request of service by you, if we consider the information insufficient to be accepted.

3.3-If the reservation is accepted, we will send an email to the direction you have indicated in the application of the service, notifying the confirmation and reservation number.

4-Provision of services:

4.1-Ajey-Tamia will make every effort to ensure that the transporter picks you from the place, date and time indicated. However we are not responsible for any loss, costs or expenses suffered by you or incurred due to any reasonable or unavoidable delay, and it is your responsibility to make sure you are ready for the required service, on set place, date and time, established, or reserve a taxi, minibus or bus with time enough to reach your destination to catch flight, ships or other means of transport connections which you have.

4.2-If your flight or ship arrival in Lanzarote is delayed by more than an hour you must inform us by telephone at least one hour before the time fixed for completion of the service by us to ensure the provision of service in the new schedule. Your service will be modified to the new arrival time set by the airline or ship (Provided that the time delay is on the same day of booking). If you do not communicate within the time specified, we can not guarantee the time change of the service, and you will lose the reservation and refund of the amount paid.

4.3-If your flight or ship is canceled diverted or rescheduled. You must communicate by telephone at least one hour before time fixes for the completion of service. We will keep the reservation open 48 hours if you wish, or you can cancel it and get the refund of the amount paid, deducting 6€ management fees and less 3% for transfer costs. If you do not inform us about the changes within the set time, you will lose your reservation and the right for refund of the amount paid.

4.4-In arrivals at the airport, you will be personally welcomed and escorted by a hostess of our company or driver of the vehicle with a logo sign, and will wait 30 minutes after the arrival of your flight for the delivery of service. Once this time has elapsed, and you fail to report to our hostess or driver you will lose your reservation and is not entitled to a refund of the amount paid. (If you reserve both ways, you only loose the arrival booking. The return trip remains valid).

4.5-Upon arrival at Airport you will not have assigned vehicle still. The hostess or guide will provide a taxi or required vehicle accompanying you to the parking lot when you are ready for proceeding towards destination. It is possible that on occasion (even prior booking), you need to wait a few minutes if there are no free taxis at that moment. But you will always have priority over other private users waiting at the taxi stand. Please note that Thursdays and Sundays are very busy days for arrivals and departures at the Lanzarote airport, and therefore these day taxis are in demand.

4.6-In the reservation of service to be picked up at port, you will be received by the taxi driver or driver assigned, at the taxi stand with a logo sign. He will wait up to 20 minutes after ship docks for accomplishing the service. Once the waiting

time is over and the passenger does not contact our taxi driver or driver assigned, you lose your reservation and the right for refund of the amount paid.

4.7-In the reservation of transport with pickup service at the hotel or other accommodation, you will be personally collected by the driver on time, asking for you in the lobby of hotel or other accommodation. If you do not show up at the indicated time the driver will wait up to 10 minutes. Once this time has passed and you do not appear, your reservation is cancelled and you lose the right for refund of the amount paid.

4.8-In the reservation of vehicles with pick up service at sea-sport coast, golf course or other places of leisure, there will be a driver to collect you at the designated place asking for you in person. He will wait up to 10 minutes for you to appear at the set time. Once this time passes, he leaves and you lose your reservation and refund of the amount paid.

4.9-Ajey-Tamia is not responsible for the expenses or costs that you have to spend for reaching destination, as consequence of not appearing on time to be collected by our host, stewardess, and driver assigned for accomplishing the service, or because you have not booked transportation with enough time to reach your destination. Remember to book your vehicle for collections in the hotel or other accommodation in time to catch your flight or ship back towards your destination what so ever.

4.10-Ajey-Tamia holds no responsibility for the costs or expenses you may have, to reach your destination, due to the cause of the driver or driver assigned, does not pick you up on time or your group, on the date and time indicated, as a result of forgetfulness, negligence, incidents, or other unforeseen problem by the driver of the vehicle without justification. (Should this occur you shall communicate by telephone this problem as soon as possible for us to send you another vehicle on time).

5-Transfers:

5.1-Transfers only include direct service from the point of origin to the point of destination. Any alteration of the service in time, form and place caused by you or the group, for lack of information towards us or towards the taxi driver or driver, or because you wish the vehicle stops in some place for any circumstances, you will have to pay the difference of the service directly to the driver.

5.2-In both ways booking service, the driver will pick you up for the return trip at your accommodation, on day and time indicated in your reservation. (Remember you should book your transfer with sufficient time to reach your destination especially in the case of the port or airport to board ship or catch a flight). If you want to change the pick up location for your return, it should be communicated by telephone 24 hours before carrying out the service. (If you do

not tell us this change, Article 16.2 would be applied on the modifications and cancellations of reservation).

5.3-When the destination of your transfer is the Airport, you must inform the driver of the vehicle at which airport is your departure terminal. In the terminal T1 which is the national and international terminal (exit towards Spain and Europe), or the terminal T2 which is among islands (for departures towards Canary Islands). Ajey-Tamia, transport companies subcontracted by us and the drivers of vehicles shall not be liable, if you do not know the terminal where you must board your return flight.

5.4-When the destination of your transfer is any port on the island, you should tell the driver of the vehicle to drop you off at that port or tell him the name of the ship to be embarked. Ajey-Tamia, transport companies subcontracted by us and the drivers of vehicles shall not be responsible, if you do not know the dock or ship to be embarked.

6-Excursions:

6.1-The tours only include the taxi route. It does not include entrance fees to resorts, museums, theme parks or other places that require entry, nor the tickets or airline tickets or ship visitors or tourists from other islands; these should be paid for separately by you.

6.2-For excursions reserved, you will be picked up personally by the taxi driver or conductor assigned by us, at the hotel or accommodation asking for you at the reception at the Port, waiting at the taxi stand with our logo sign, and at the airport arrivals terminal where your flight lands also with our logo sign. Please note the waiting time has been mentioned according to the law, in paragraphs 4.4 - 4.6 - 4.7 and 4.8.A. Once this time elapses, if you have not appeared before the taxi driver or driver, you will lose your reservation and is not entitled to a refund of amount paid.

7-Prices and payments:

7.1-The prices of our services and payment procedures, are shown in detail on our website. The prices charged are those set out on our website at the date and time of your reservation. Prices of services offered must be paid in Euros (Though we provide the information of their value in Pounds and Dollars).

7.2-Ajey-Tamia can change prices of services when it considers appropriate. If your reservation has been accepted before the price change, you do not pay any extra, only the price stated at the time of your reservation.

7.3-Prices shown are for per vehicle from 1 to 4 passengers for taxis, and for more than 5 passengers for minibuses or buses. Each passenger has a right to carry with him a standard-sized suitcase or travel bag, and hand luggage. You can carry excess luggage if it fits in the vehicle boot or on the roof and if the driver permits it. In that case you should know that this excess baggage is

NOT included in the price of the services offered, and the same amount to be paid directly to the driver of the vehicle at the time of service.

7.4-The available payment methods are by credit/debit card or through our VIRTUAL TPV for hotels or apartments for tourists, ports and airport. And in cash to our hostess or driver only for airport pick up service. Bank cards and forms of payment we accept are indicated in the booking form. Payments carry a surcharge of 1% management fee and 2% VAT (taxes), which will be added to the total amount of your bill.

7.5-For your reservation to be admitted, the entire amount has to be prepaid for the requested service by you.

7.6-The waiting time that had been established by us, as indicated in paragraphs 4.4 - 4.6 - 4.7 and 4.8 are not included in prices of services, not the EXTRA excess baggage you carry. These extra services should be paid to the driver of the vehicle directly.

7.7-Tips are not included in the price of the service. If you think our hostess, or the driver or driver assigned to you is polite, friendly and cordial, and appropriate behaviour you can give a tip.

8-Extras:

8.1-You must notify in the booking form when you carry extra luggage, to offer adequate transport for your needs. If you do not communicate in advance the kind of extra that you want transported, Ajey-Tamia has no liability of not having the appropriate vehicle for your needs at the time of service. You might have to wait long enough until we can provide the adequate transportation. If you do not want to wait for the vehicle assigned by us, you will lose your reservation and is not entitled to reimbursement of the amount paid.

8.2- Bicycles (any type) are considered extras, surf boards, kite surf or windsurf, hang gliders, the extra baggage (more than four bags) or trunk or large packages, boxes or pet animals (except guide dogs), and any package that should be transported in the trunk of the taxi. The extras you provide in the service reserve will be included in the prices. But EXTRAS you carry and have not been reported in the reservation are not included in the price and you will be invoiced directly to the driver of the vehicle at the time of service. The amount set depends on the amount of extras that you transport. The exact prices of the extras are detailed in the section on our RATES on the Web.

8.3-The wheelchairs are also considered extras, although these are transported free of charge and without any additional cost (except for being picked up at the airport an extra amount is charged determined by the waiting time for the customer, and also as indicated in paragraph 9.2 on vehicles adapted for special services).

9-Wheelchairs:

9.1-If you travel with a wheelchair you should inform in the reservations form and request a taxi for disabled people. If the wheelchair can be folded and you do not want to use an adapted vehicle it is not necessary to communicate the use of the chair. In that case you will be assigned a normal vehicle.

9.2-The transport of disabled persons in wheelchair does not have extra cost but yes in some cases, they have added cost if the driver has to wait at the airport for more time (having to wait more than 30 minutes to collect the client from the arrival of the flight, due to special transport conditions of these travellers). It also involves extra costs for bicycles for disable persons or luggage and packages of big dimensions.

10-Safety seats for infants and children:

Currently, the EU regulation 2003/20/EC states that:

10.1-Infants and children up to age 12 and maximum height up to 135 cm (which is applied first), must wear safety seat adapted to them.

10.2-Taxis, minibuses and buses do not have chairs for infants or children; it is your responsibility to bring your own safety seats for the children. Ajey-Tamia, drivers of vehicles or transport companies contracted by us, are not liable for personal damages, tangible or otherwise, in which you or your group may incur or suffer as a result of not seating properly your babies or children in their adequate respective seats in the vehicles in service.

10.3-If you do not have car seat for infants or children, Ajey-Tamia can provide a chair to transport the children. (This service falls under the EXTRAS and is only offered during transfers from the airport and will cost 3€ per seat).

11-Our Responsibilities:

11.1-Ajey-Tamia only acts as an intermediary between you and the driver or transport company that performs the service, so we are not liable for any personal injury, illness, death or loss of any kind that you or your group may suffer by negligent acts or omissions of our office executives, employees, agents, taxi drivers, suppliers or subcontractors, before, during or after the completion of the service. And should you or your family claim the harm done directly to the driver, who must have accident insurance under the legislation of our country.

11.2-The services we offer are for private and domestic use, and this is a consumer contract. Therefore we will not accept responsibility for any loss of business or other measures you may suffer as contracts, profit, income or unforeseen savings expenses, or any other what so ever the loss or the cause.

11.3-Ajey-Tamia will not be liable for any losses, costs or damage that you can

be involved in as a result of non-performance of the service by us or by our suppliers.

11.4-Ajey-Tamia is not responsible for any loss, cost or damages caused or related to the purchase of a service on our Website by you.

11.5-Ajey-Tamia is not liable for any errors, possible failures incompatibilities, unpredictability, slowness or other mistakes caused while reservation service by your computer, or misuse of our site in an attempt to not make a reservation from your computer. And we do not take responsibility for the accuracy or availability of telephone lines and other equipment you use to access our services.

12-Your Responsibilities:

12.1-You acknowledge that you use the service under your own responsibility, and accept you will not use this service for improper purposes or contrary to conditions for which it was created. You agree to use it only for your personal, non-profit and not for resale or assignment for the use or benefit of any person, company or entity.

12.2-You also agree not to transfer, distribute or dispose of information included in the service so that they would compete unfairly with Ajey-Tamia. You acknowledge that the service has been developed, compiled, prepared, revised, selected and shaped by Ajey-Tamia. Equally you agree to protect the copyright of Ajey-Tamia, during and even after the term of this agreement and comply with all directions written by us on the content of this document, so as to protect our legal, contractual, statutory and common rights. You agree to inform Ajey-Tamia in writing and in an opportune way, if observed unauthorized use of our services by third parties or violations of copyright, trademark and other rights which could be affected.

13-Your conduct:

13.1-Ajey-Tamia reserves the right to terminate the service if your behaviour or of your group are annoying or affects its safety to other passengers, or to the driver of the vehicle itself. We will not accept any responsibility for the expense, extra cost or damage that you may incur or your group as a result.

13.2-You or your group cannot bring food or drink, or other substance of any kind in the vehicle, in order to consume during the trip. The smoking ban also prohibits smoking within vehicles. Similarly, Ajey-Tamia or the driver that performs the service, reserves the right to refuse transport to any person appearing under the influence of alcohol, drugs or other substances.

13.3-In any case, if the service is cancelled by Ajey-Tamia for any of the above reasons, you will lose the reservation and is not entitled to refund of the amount paid.

14-Compensation:

14.1-When you book your service through Ajey-Tamia, you and your group accept responsibility to act properly in service. The driver reserves the right to cancel at any time (before, during or after the start) the service reserved by you or your group as a result of misconduct, within reasonable limits of some people. In this case, total expenditure will be applied for cancellation and shall not be entitled to a refund of the amount paid. Moreover, neither Ajey-Tamia, or the service provider will be required to pay you or your group compensation of any kind, or take care of any costs or expenses that will occur to you or your group, as a result of termination of service under the this article. If your actions or of your group cause damage during operation (otherwise), you agree to compensate Ajey-Tamia, drivers of vehicles or transport companies subcontracted by us against any claim (including trial costs) by us, drivers of vehicles or owners of transport companies that perform services. You are also responsible for paying a full refund, the driver for any damage caused by you or your group (or material stuff) before, during and after the completion of the service.

15-Their complaints:

15.1-If you see a deficiency or detect a problem in contacting, of the service with our employees or in the accomplishment of service on the part of the driver of the vehicle, you must call immediately and inform this problem so that is can be solved as soon as possible. If you do not tell us this in the course of accomplishment of the service, we can not guarantee a satisfactory solution.

15.2-Ajey-Tamia does not take responsibility of any improper, irregular or shameless behaviour and is also not responsible for any kind of misconduct by the driver performing the service, nor expenses or costs that may be caused to you. But we commit to put forward these happenings to the rightful authorities, every problem, complaint or accusation that you can present as a result of the action or misconduct by a driver in the delivery of the service.

15.3-We will not proceed with complaints or accusations that you communicate to us, once your stay in Lanzarote is over. You have to realize them yourself directly, or by of other means to the competent authority.

16-Modifications and cancellations:

16.1-The modifications or cancellations of reservations must be made by the same person making the original reservation. We will not accept changes or cancellations of third persons, though they claim to belong to the same group.

16.2-To modify your reservation you must call and inform us of this decision 24 hours before the accomplishment of your service. If you are unable to report to us within the time limit established, we do not guaranty you the changes in your service and you would loose the reservation and would not be entitled to a refund of the amount paid.

16.3-To cancel your reservation you will have to report us this decision by telephone, and we will apply our cancellation policy established by the following conditions. The cancellations effected with less than 24 hours for the accomplishment of the service, the cancellation cost is 100% and will not be reimbursed. Cancellations effected with more than 24 hours before the accomplishment of the service has a cost of cancellation of 6€ plus 3% for management expenses and taxes and the rest will be reimbursed to you.

16.4-In order to pay you back the full amount according to our cancellation policy, you must communicate by phone your bank account number, to which we have to make the corresponding transfer. The transfer will be made in maximum time of 30 days from the date of cancellation.

17-Questions and consultations:

17.1-All questions and enquiries can be realized on our email: info@lanzarotetaxi.com or call on our information and reservation phone: (0034) 630 207 305. You can also send us your questions by letter to AJEY-TAMIA, C/Cesar Manrique s/n, Casa Ajey, San Bartolomé, Lanzarote 35550, Canary Islands, Spain.

17.2-The questions or queries that you send us by e-mail or letter, will have to be in Spanish or English language. We will not answer e-mails or letters sent in other languages. The answers to your questions or consultations will be answered by e-mail or letter to the address that you have specified.

18-Insurance of vacations:

We recommend you to contract holiday insurance for you and your group adapting to your needs. It is your responsibility to acquire appropriate insurance for yourself for vacations. The insurance must cover among other things, the cost of cancellation of your service, all the medical costs and costs of assistances, including the return to your place of origin in case of disease or accident.

19-Reasons of major force:

19.1-Ajey-Tamia will not pay any compensation for cancellations or changes in the service, as consequence of natural disasters or unpredictable circumstances that go beyond our control. These causes include threat of war, war, terrorist activity and its consequences, or threat of this one activity, riots, acts of any government or any national, regional or local authority, industrial litigation, natural or nuclear disaster, fire, conditions meteorological, etc.

20-Privacy and protection of information:

20.1-As it is stated in the organic law of protection of information act 15/1999 of December 13. Ajey-Tamia informs you that to be able to process your reservation

we need to collect some of your personal information, which will remain registered in our database, and only will be used for providing you the service requested, will not be transferred to third parties, for other purposes than those not stated.

20.2-The data needed from you will be necessary to carry out your registration or reservation, which will appear in detail in the booking forms of the different services that we offer.

20.3-The details of your credit/debit card will be treated properly and securely to ensure your privacy. We will use encryption system SSL (Secure Sockets Layer) to ensure the protection of your information.

20.4-We equally assume that you do not have any objection in giving this information to be registered in our database, since you freely provided us. You will be able to request the rectification, modification or cancellation of your information when you wish it. Likewise, you also accept that we can send you information or advertisements of our products and services to your telephone or e-mail.

20.5-Likewise, we inform you that we use cookies in our web page, and that you can eliminate them if you wish it once you have used our services.

20.6-Ajey-Tamia promises to comply with the obligation to keep secret your personal data and protect them and take measures to avoid any alteration, treatment, loss or access not authorized to third parties in accordance with the provisions of regulation of safety measures of automated files containing personal data, approved by Royal Decree 994/1999 of 11 July.

21-Jurisdiction:

21.1-For any dispute that might arise between you and Ajey-Tamia, both parties shall be submitted to the Courts of Arrecife of Lanzarote (Canary Islands), with specific resignation of any other court.