

## EN General conditions

### Artikel 1: contact details

VHS Business Transportation BV operating under the name of VHF-TAXI  
Bredabaan 737, 2930 Brasschaat  
PHONE: 03/646.53.42  
VAT BE0836.739.915

### Article 2: Definition of Terms

These general terms and conditions apply to the services provided under taxi transport. Taxi transport is defined as:

1. Taxi transport: all agreed passenger transport by car as defined in the Flemish Decree of 20 April 2001, where the fare is agreed in advance or determined by using the taximeter. The transport also includes boarding and alighting.
2. Transport agreement: the agreement concluded between the passenger/client and the carrier to provide taxi transport.
3. Taxi stand: a part of the public road designated by the road manager as a stand for taxis.
4. Passenger: the person transported by the carrier.
5. Client: the natural or legal person who enters into a transport agreement with the carrier.
6. Order: a. an order from a natural person to a carrier who is waiting for passengers at a taxi stand b. any other order from a passenger/client to the carrier. c. Carrier: the natural person or legal entity, including the driver(s) of the car(s), who undertakes to transport persons by car. d. Driver: the driver of the car used for taxi transport (the taxi driver) employed by the carrier, including other drivers of the car who are not employed by the carrier but who work on his behalf in a means of transport belonging to the carrier or a means of transport made available to the carrier. e. Baggage: baggage that a passenger has with them that is easy to carry, portable, or wheeled, including live animals, as well as other items allowed by the carrier as baggage. f. Taximeter: device in the car that indicates the transport fare in accordance with the displayed rates. The taximeter must be visibly present. g. Taxi: a vehicle that meets all legal requirements for use as a taxi. The maximum number of passenger seats in these cars is limited to 4 for a sedan and 8 for a minibus.

### Article 3: Scope

These General Terms and Conditions apply to all transport agreements concluded between the traveler/client and the carrier.

### Article 4: Conclusion of the transport agreement

1. A transport agreement is concluded by acceptance by the traveler of the carrier's offer.
2. If there is an order as referred to in Article 1, paragraph 6a, the carrier is obliged to accept this order, subject to the provisions of Article 4, paragraph 1.
3. The obligations of the carrier, including Article 7, also apply to the traveler who does not act as the client.

#### **Article 5: Termination and cancellation of the transport agreement**

1. The carrier may immediately discontinue the journey and terminate the transport agreement if the traveler causes such a disturbance that it cannot be reasonably expected of the carrier to transport the traveler any further. In such a case, the carrier may order the traveler to leave the vehicle immediately.
2. In a case as referred to in paragraph 1, the carrier is not obliged to compensate the traveler for any damages.
3. In the event of premature termination, if the fare is determined by the taximeter, the traveler is liable for the amount indicated by the taximeter at the time of termination of the journey. If a fare has been agreed upon before the start of the journey, the traveler is liable for a proportional part of the agreed-upon fare to compensate for the already traveled part of the journey.

#### **Article 6: Obligations and powers - traveler**

1. The traveler is obliged to: a. Follow the carrier's reasonable instructions or directives, such as taking a seat designated by the carrier. b. Fasten the seat belt before the journey. A fine resulting from the traveler's failure to comply with this obligation may be charged to the traveler.
2. The traveler is obliged to refrain from in the taxi: a. Damaging and/or contaminating the taxi. b. Using alcoholic beverages unless with the express permission of the carrier. c. Carrying and/or using narcotics. d. Smoking. e. Being aggressive, committing physical assault, harassing, threatening, or otherwise behaving improperly towards the carrier or others. f. In any way obstructing the carrier in the performance of his task.
3. The traveler is obliged to pay either the agreed-upon fare or the fare determined by the taximeter.
4. The traveler is authorized to change the destination of the journey during the journey; this with due regard to paragraph 3.
5. If the traveler chooses to open the door himself, he is obliged to open the door in such a way that no hindrance or danger arises for traffic.

#### **Article 7: Payment**

1. The execution of the transport agreement is based on the rates established and correctly published in accordance with the Flemish Decree of April 20, 2001, as determined by the Taximeter or agreed upon in advance.
2. Payments by the passenger/client to the carrier must be made in cash using a generally accepted means of payment in Belgium, including commonly recognized forms of electronic payment, unless otherwise agreed upon.
3. The carrier is entitled to request that the passenger/client make exact change when paying in cash. The carrier is not obliged to accept a quantity of coins as payment if counting them causes an unreasonable delay.

#### **Article 8: Non-payment**

1. The invoice is payable in cash, no later than the due date.
2. In the event of non-payment within the established period, a default interest of 9% per annum is due automatically and without formal notice on the outstanding amount.
3. The debt is also increased by 15% as compensation, with a minimum of 25 euros, if legal action is required due to non-payment.

#### **Article 9: Obligations and powers - Carrier**

1. The carrier is obliged to transport the passenger, as well as any accompanying hand luggage, in a careful and safe manner.
2. The carrier is obliged to take the passenger to the destination via the most favorable route for the passenger, either the fastest or most economically advantageous route, unless the passenger or the dispatch center/central explicitly requests or instructs to take a different route.
3. The carrier is obliged to assist the passenger in boarding and disembarking, as well as loading and unloading hand luggage, unless this is impossible for (traffic) technical reasons.
4. When using the taximeter, the carrier is obliged to leave the meter reading at the end of the trip for a sufficient time so that the passenger can reasonably ascertain the reading.
5. The carrier is obliged to provide the passenger with a payment receipt indicating at least the required information, such as the fare and any applicable rates, the distance traveled, the name, address and license number of the company, the vehicle license plate number, and the start and end time of the trip.
6. The carrier is obliged to handle personal data obtained in connection with the booking of trips or otherwise with due care. The carrier processes this data in accordance with the Personal Data Protection Act.
7. If the carrier entirely or partially suspends transportation, he shall inform the passenger as soon as possible of the suspension and, if possible, the reasons for it, the measures to be taken, and the possible duration.

#### **Article 10: Luggage**

1. The passenger is obliged to pack his luggage properly.
2. The carrier has the right to refuse to transport luggage that is difficult, dangerous, prohibited, or may cause damage or contamination due to its nature. Such a situation arises in any case if the luggage consists of: a. firearms, offensive weapons, or knives; b. explosives; c. compressed gases in containers; d. self-igniting or highly flammable materials; e. strongly or unpleasantly smelling substances; f. narcotics; g. ammunition.
3. The carrier is obliged to take reasonable care to prevent the loss or damage of the passenger's luggage

#### **Article 11: Transport of animals**

1. Live animals may be transported in a conveniently portable basket, bag, or similar object that can be placed or held on one's lap, except as provided in the following paragraph of this article. However, dogs may also be transported in other ways, as long as they are kept on a short leash.
2. The animals referred to in the first paragraph may not be taken if they can in any way be troublesome or inconvenient for the traveler or the driver, or if they suffer from a serious illness.
3. Assistance dogs, such as guide dogs for the blind, must be taken under all circumstances. If a driver is allergic, he/she must arrange for alternative transportation.

#### **Article 12: Lost and found items**

1. All drivers are required to turn over any items left behind by passengers in their vehicle after their shift to the carrier.
2. The passenger must inform the carrier as soon as possible if he/she forgets something in the taxi.

3. If the rightful owner of the lost item is known, the carrier will ensure that the item is returned to him/her. The rightful owner may pick up the item during office hours on any working day. If the item needs to be delivered to the rightful owner, he/she must pay the taxi fare.
4. The carrier is authorized to sell or offer for destruction at the waste disposal site any item found by the driver or by anyone else and handed over to him after three months, or earlier if the item is not suitable for safekeeping.

#### **Article 13: Force majeure**

1. The carrier cannot be held responsible for any failure if it is not due to his fault, or if it is not attributable to him according to the law, legal act or commonly accepted practices (force majeure). If the carrier is unable to fulfill his obligations to the passenger/client due to force majeure, the passenger/client may terminate the agreement.
2. In case of force majeure, the passenger/client is not entitled to any compensation.

#### **Article 14: Complaints and disputes**

1. Complaints about the conclusion and performance of the transport agreement must be filed with the carrier in a complete and clearly described manner within 8 days after the passenger/client has detected or should have detected the defects.
2. The carrier makes an effort to handle complaints from the passenger seriously and to the satisfaction of the passenger, in order to prevent disputes.
3. If the parties do not reach a settlement, the carrier must inform the complaining passenger/client of the possibility of submitting the resulting dispute to the arbitration commission referred to in paragraph 5.
4. If the passenger holds the carrier liable for damages, he must inform the carrier of the damages in writing as soon as possible. The nature and extent of the damage must be indicated approximately.
5. Disputes between the passenger/client and the carrier regarding the conclusion or performance of agreements concerning services to be provided or provided by the carrier may be submitted to the arbitration commission appointed by the APTU professional association by both the passenger/client and the carrier.
6. All disputes are subject exclusively to the jurisdiction of the courts of Antwerp.

## EN Refund policy

### Article 1: Definitions

This refund policy relates to the services provided under taxi transportation. By taxi transportation, we mean:

1. Taxi transportation: all agreed passenger transportation by car as referred to in the Flemish decree of April 20, 2001, where the fare is agreed in advance or determined by using a taximeter. The transportation also includes boarding and disembarking.
2. Transportation agreement: the agreement concluded between the passenger/client and the carrier to provide taxi transportation.
3. Passenger: the person transported by the carrier.
4. Client: the natural or legal person who enters into a transportation agreement with the carrier.
5. Assignment: a. An assignment from a natural person to a carrier who awaits passengers at a taxi stand b. Any other assignment from a passenger/client to the carrier. c. Carrier: the natural person or legal entity, including the driver(s) of the car(s), who undertakes to transport persons by car. d. Driver: the driver of the car used for taxi transportation (the taxi driver) employed by the carrier, including other drivers of the car who are not employed by the carrier but are acting on its behalf in a vehicle provided by the carrier. e. Luggage: luggage that a passenger has with them that is easy to carry, portable or wheeled, including live animals, as well as other objects allowed by the carrier as luggage. f. Taximeter: a device in the car that indicates the fare in accordance with the published rates. The taximeter must be visibly present. g. Taxi: a vehicle that meets all legal requirements to be used as a taxi. The maximum number of passenger seats in these cars is limited to 4 for a sedan and 8 for a minibus.

### Article 2: Refund policy

1. The passenger acknowledges and accepts that in the event of a missed assignment due to: a. the passenger providing an incorrect pick-up location, trip details (such as number of passengers, incorrect taxi class, incorrect amount of luggage), primary travel details, or incorrect contact information; b. the carrier/driver being unable to contact you for any reason; c. the passenger not being able to be at the agreed pick-up location at the agreed pick-up time; d. the passenger demanding unreasonable changes regarding the assignment; e. other causes attributable to the passenger/client; The passenger/client is not entitled to a refund in connection with the assignment.
2. If the Carrier is not present at the pick-up location at the pick-up time (or at another time agreed by the passenger/client and the carrier), except for circumstances beyond our or his reasonable control, the passenger may request a refund.
3. If the refund request is accepted, it will be processed as soon as possible. It is possible that the carrier, due to traffic or delays during an earlier trip, may experience some delays. In that case, the carrier will notify the passenger/client.
4. Refund requests must be submitted in writing within 14 days of the pick-up time. We may process refund requests submitted after 14 days of the pick-up time, but we are not obligated to do so.

## EN Privacy Policy

Your privacy is crucial to VHS Transportation BV, and it is important that you can trust that as much as possible is being done to protect your personal privacy. Therefore, VHS Transportation BV respects the privacy of visitors to the website. For complete transparency with our customers, we have formulated and implemented a policy. The purpose of this is to inform those involved as well as the possibilities for those involved to exercise their rights as well as possible.

For all additional information about the protection of personal data, please visit the website of the data protection authority: <https://www.gegevensbeschermingsautoriteit.be/en>.

By continuing to visit the website, you accept the following user terms. The current version of the privacy statement available on the website is the only version that applies as long as you visit the website, until a new version replaces the current version. VHS Transportation BV has the right to update this privacy statement by placing a new version on the website. It is advisable to consult the website and the page on which the privacy statement is displayed regularly so that you remain informed of any changes.

### Article 1 - Legal provisions

1. Website (hereinafter also "the website"): <https://vhftaxi.be/>
2. Data controller (hereinafter also "the administrator"): VHS Business Transportation BV operating under the name VHF-TAXI Bredabaan 737, 2930 Brasschaat TEL: 03/646.53.42 VAT BE0836.739.915

### Article 2 - Access to the website

Access to the website and its use is strictly personal. You will not use this website, as well as the data and information provided on it, for commercial, political or advertising purposes, nor for any commercial offers and in particular not for unsolicited electronic offers.

### Article 3 - The content of the website

All trademarks, images, texts, illustrations, (animated) images, videos, sounds, as well as all technical applications that can be used to make the website function and more generally all parts used on this site are protected by intellectual property rights under the law. Any reproduction, repetition, use or adaptation, in any way whatsoever, of the whole or only part of it, including the technical applications, without prior written permission from the data controller, is strictly prohibited. If the administrator does not take immediate action against any infringement, this cannot be construed as tacit consent or waiver of legal action.

### Article 4 - Website management

For the proper management of the website, the administrator may, at any time: • suspend, interrupt or restrict access to the entire or part of the website for a certain category of visitors; • delete any information that could disrupt the functioning of the website or violate national or international legislation or internet etiquette; • temporarily make the website unavailable in order to perform updates.

## **Article 5 - Responsibilities**

Under no circumstances is the administrator responsible for any failure, malfunction, difficulty or interruption in the functioning of the website, which renders the website or one of its functionalities inaccessible. The manner in which you connect to the website is your own responsibility. You must take all appropriate measures to protect your equipment and data against, among other things, virus attacks on the internet.

The administrator is not responsible for any damage you or third parties or your equipment may suffer as a result of your connection to or use of the website. You will refrain from taking any action against the administrator as a result thereof.

If the administrator becomes involved in a dispute as a result of your use of this website, he is entitled to recover all damages he has suffered and will still suffer from you.

## **Article 6 - Data collection**

Your data is collected by the administrator and (a) third-party processor(s). If the administrator uses subcontractors to process data, this will only be done for the purposes set out in Article 7 of this privacy statement. Personal data means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly.

In this context, the following types of personal data may be processed: • Identification data such as first name, last name, email address, language preference, payment information, phone number, and other address details; • Data about your position within the company for which you work; • Identification and financial data of the company for which you work; • Data about your purchasing behavior or interest in certain products or services of the administrator. Technical data is also collected during your visit to the website for statistical purposes. They are used to optimize the website. This data includes, among others, the IP address, likely place of visit, time and day of visit, and which pages were visited. When you visit the website, you agree to this data collection, which is only intended for statistical purposes.

## **Article 7 - Purpose of data processing**

The controller processes personal data for the following purposes. We only process the data necessary to carry out these purposes, which are:

- The execution of a contractual agreement with the controller;
- Conducting targeted marketing campaigns based on your interests;
- Sending invoices and collecting payments;
- Optimizing the quality, content, and management of the website;
- Statistical purposes;
- Preparing a quote;
- Responding to specific inquiries and/or providing information;
- Conducting customer satisfaction surveys, polls, and other market research;
- When you have given your consent;
- To comply with the legal or regulatory provisions to which the controller is subject;

When the controller wishes to carry out processing based on legitimate interests, an effort will be made to balance that interest with respecting the privacy of the data subject.

## **Article 8 - Disclosure of personal data to third parties**

The controller will not disclose your personal data to third parties unless necessary for the controller's service delivery or optimization thereof (such as, but not limited to, maintenance work, payment processing, database management, other administration, and/or services that the controller would have performed by a processor).

When it is necessary to disclose your personal data to third parties, that third party is obligated to use your personal data in accordance with the provisions of this privacy statement.

Notwithstanding the foregoing, the controller may disclose your personal data: • To the competent authorities when the controller is required to do so by law or in the context of a judicial or future judicial proceeding and for the preservation and defense of the rights of the controller; • When the controller, or almost all of its assets, is acquired by a third party, with your personal data - which the controller has collected - being one of the transferred assets. • With a view to processing personal data in the context of the purposes described in this privacy statement by a subcontractor. • In all other cases, the controller will not sell, rent or transfer your personal data to third parties, unless the controller has obtained your consent.

The controller will always enter into a processing agreement with the relevant third party, which includes the necessary guarantees of confidentiality and privacy conformity with regard to your personal data.

#### **Article 9 - Your rights with regard to your data**

Under Article 13(2)(b) of the GDPR, everyone has the right to access, rectify, or erase their personal data, or restrict its processing, as well as the right to object to the processing and the right to data portability. You can exercise these rights by contacting us via [info@vhftaxi.be](mailto:info@vhftaxi.be).

Each request must be accompanied by a copy of a valid ID on which you have signed and stating the address where you can be contacted. Within 1 month of the request being submitted, you will receive an answer to your request. Depending on the complexity of the requests and the number of requests, this period may be extended by 2 months if necessary. The extension of this period must be indicated by the controller to the data subject by the same communication channel at the beginning of the period.

#### **Article 10 - Processing of personal data**

In the event of a breach of any law or regulation, of which the visitor is suspected and for which the authorities require personal data that the controller has collected, the controller will provide the requested personal data to the authorities after having verified the identity of the requesting authority.

#### **Article 11 - Commercial offers**

You may receive commercial offers from the administrator. If you no longer wish to receive them, please send an email to the following address: [info@vhftaxi.be](mailto:info@vhftaxi.be) or click on the "unsubscribe" button in the relevant communication.

If you come across any personal data during your visit to the website, you should refrain from collecting it or engaging in any other unauthorized use, as well as any act that infringes on the privacy of that person(s).

#### **Article 12 - Retention period of data**

The data collected by the website administrator are used and retained for the duration determined by law.



## Article 13 - Cookies

1. A cookie is a small text file that is placed on the hard drive of your computer when you visit our website. A cookie contains data that allows us to recognize you as a visitor every time you visit our website. This enables us to tailor our website specifically to you and facilitate login. When you visit our website, a banner appears informing you about the use of cookies. By continuing to use our website, you accept their use. Your consent is valid for a period of thirteen months.
2. We use the following types of cookies on our website:
  - Functional cookies: such as session and login cookies for tracking session and login information.
  - Anonymous analytical cookies: to obtain insight into the visit to our website based on information about visitor numbers, popular pages and topics. This allows us to better tailor communication and information provision to the needs of visitors to our website. We cannot see who visits our websites or from which PC the visit takes place.
  - Non-anonymous analytical cookies: to obtain insight into the visit to our website based on information about visitor numbers, popular pages and topics. This allows us to better tailor communication and information provision to the needs of visitors to our website.
  - Tracking cookies: such as advertising cookies that are intended for displaying relevant advertisements. Personal interests can be deduced from the information about visited websites. With this, organizations can show their website visitors targeted advertisements. Tracking cookies make it possible to create profiles of people and treat them differently. Personal data is usually processed with tracking cookies.
3. Specifically, we use the following cookies:
  - Google Analytics (analytical cookie)
  - Facebook (tracking cookie)
  - Google Adwords (tracking cookie)
4. When you visit our website, cookies from the responsible party and/or third parties may be installed on your device.
5. For more information on the content of these cookies, please refer to the cookie policy: <https://gob.fbd.be/nl/cooky-policy/>

## Article 14 - Security of personal data

To protect your personal data, the administrator has taken appropriate technical and organizational measures. These measures secure the data against loss or any form of unlawful processing. Despite this security policy, the checks that are carried out, and the actions taken in this context, an infallible level of security cannot be guaranteed. No method of transmission or transfer over the internet and method of electronic storage is 100 percent secure. Therefore, the administrator cannot guarantee absolute security.

This website may contain links to other sites that are not part of the administrator. The administrator is not liable for how these other websites handle the privacy of their visitors.

The hosting of the website is within the borders of the European Union.

Secure payment When you place an online order, you can pay via PayPal, Bank contact, transfer, KBC & Belfius. To make this transaction as secure as possible, we work with the payment provider Mollie BV, which ensures a secure transaction and sends the information via a secure connection.

Article 15 - Contact point for questions or comments If you have any questions about how the administrator handles personal data, please contact us via [info@vhftaxi.be](mailto:info@vhftaxi.be). We are happy to help you further.

This privacy statement applies from 2023 until further notice.