

# Terms and Conditions 2024

## TripKreator

Company ID: Y7062995P

Registered Office: Via Augusta 14, 07609 Bellavista, Mallorca, Spain

Registered with the Municipal Court in Madrid

## 1. General Provisions

1.1. TripKreator, Company ID Y7062995P, with its registered office at Via Augusta 14, 07609 Bellavista, Mallorca, Spain, is a company established under the laws of Spain.

1.2. TripKreator operates the platform available at <https://www.tripkreator.com>.

1.3. TripKreator facilitates the arrangement of passenger transport contracts between the user, passenger, and carrier. TripKreator acts as an intermediary on behalf of the carrier, based on authorization granted by the passenger.

1.4. A "passenger" is an individual aged 18 or older, who is transported to a destination by the carrier and agrees to pay the fare through TripKreator.

1.5. A "user" refers to the person utilizing the platform to arrange transport services for themselves or others.

1.6. A "carrier" is an individual or entity providing passenger transportation services.

1.7. "Platform" refers to the website <https://www.tripkreator.com> and any associated applications or tools operated by TripKreator or authorized third parties.

1.8. TripKreator provides booking services allowing users to select and reserve transport services with carriers, including the obligation to pay the carrier.

1.9. Transport services are provided directly by the carrier, acting as an independent service provider.

1.10. TripKreator does not provide transport services nor act as a payment service provider. TripKreator collects fees for booking services, while payments for transport services are made to the carrier.

1.11. TripKreator maintains a contractual relationship with carriers, earning a commission for facilitating passenger transport contracts.

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## **2. Binding Terms and Conditions**

2.1. These Terms and Conditions apply to all booking and transport services, unless explicitly agreed otherwise.

2.2. By using the Platform, the user agrees to these Terms and Conditions. Users booking services for other passengers must ensure that those passengers agree to these Terms. Passengers confirm acceptance by reserving or utilizing the service.

2.3. Users represent and warrant that they have informed passengers of these Terms and have authority to book services on their behalf. Disagreement with these Terms prohibits use of the Platform.

2.4. The Platform is for individuals aged 18 or older. By accessing or using the Platform, users confirm their eligibility.

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## **3. Reservation System, Contractual Relationship, and Cancellation Fees**

3.1. Users reserve transport services by selecting destination, date, payment method, and confirming their order. Details of passengers, including name and age, must be provided during the reservation process.

3.2. Carriers confirm reservations based on availability:

- Reservations made more than 48 hours before departure are confirmed immediately.
- Reservations made less than 48 hours before departure require email confirmation from TripKreator.

3.3. A contractual relationship between the user (or passenger) and the carrier is established upon reservation confirmation.

3.4. Users must pay the fare through payment gateways (e.g., Stripe, PayPal). In case of unavailability, TripKreator refunds payments minus any applicable administrative fees.

3.5. If payment by credit card is selected, a 10% processing fee applies.

3.6. Cash payment to the carrier may be allowed in exceptional cases.

3.7. Failure to complete payment for card transactions results in automatic cancellation of the reservation.

3.8. Users may cancel reservations via email at least 48 hours before departure for an 80% refund (excluding fees). A 20% non-refundable cancellation fee applies.

3.9. No refunds are issued for cancellations made less than 48 hours before departure or for unused services.

3.10. For cash payments, cancellations within 48 hours require users to pay the full fare within 7 days, subject to penalties for late payment.

3.11. Users may cancel contracts if the carrier is over 30 minutes late and TripKreator cannot arrange alternative transport within an additional 30 minutes. In such cases, users are eligible for compensation.

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## **4. Transportation**

4.1. Carriers or TripKreator will contact users to confirm specific pickup locations prior to departure.

4.2. The transport contract is between the carrier and the user or passenger. The carrier ensures passenger safety and comfort during the journey.

4.3. Luggage transported with passengers must meet specified size limits. Excess luggage may incur additional fees or result in denied service.

4.4. Liability for personal injury or damage is governed by applicable transport laws.

4.5. Carriers may provide supplementary services related to transport but do not offer travel agency services.

4.6. If journeys cannot be completed due to unforeseen circumstances, users may be entitled to refunds or compensation as per the agreement.

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## **5. Limitation of Liability**

5.1. TripKreator is not liable for loss or damage resulting from transport services. Carrier liability is limited to the fare amount.

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## **6. Conduct Rules During Transport**

6.1. Passengers must act respectfully and avoid damaging or soiling vehicles. Additional fees may apply for damages or cleaning.

6.2. Carriers may exclude passengers violating conduct rules without issuing refunds.

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## **7. Fares and Fees**

7.1. Service and cancellation fees are indicated during the reservation process. Prices may include tolls and fuel charges but exclude entry fees to attractions or penalties for rule violations.

7.2. Fees are stated in euros and may vary without prior notice.

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## **8. Payment and Invoicing**

8.1. Users agree to process payments through authorized gateways.

8.2. Invoices are available in user accounts or upon request.

8.3. Contact TripKreator at [support@tripkreator.com](mailto:support@tripkreator.com) for payment inquiries.

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## **9. Personal Information**

9.1. Users must provide accurate and up-to-date personal information.

9.2. Users are responsible for securing account login details.

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## **10. Complaints**

10.1. Users may file complaints about carrier services, which TripKreator will investigate.

10.2. TripKreator facilitates dispute resolution but does not guarantee outcomes.

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## **11. Changes to Terms and Conditions**

11.1. TripKreator reserves the right to amend these Terms. Users will be notified of changes, which take effect immediately unless otherwise specified.

11.2. Changes do not apply retroactively to confirmed reservations.

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## **12. Conflicts**

12.1. Disputes with carriers should be resolved directly with them.

12.2. Disputes involving TripKreator are subject to Spanish law and jurisdiction.

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## **13. Final Provisions**

13.1. These Terms constitute the entire agreement between parties.

13.2. If any provision is invalid, the remaining Terms remain enforceable.

13.3. These Terms are effective from January 1, 2025.