

## 1. General Provisions

1. **Parties.** These Terms & Conditions regulate the legal relationship between us, Skypicker.com s.r.o., ID No. 29352886, with registered office at Bakalovo nábřeží 2/2, Štýřice, 639 00 Brno, Czech Republic, registered in the Companies Register administrated by the Regional Court of Brno , section C, file no. 74565, Tax ID No. CZ29352886 (“We”), and you as our customer (“You”).
2. **Definition of Terms.** The capitalized terms listed below and used throughout these Terms & Conditions have the following meanings:
  1. **Full Price** means the price that we charge You for the provision of Our Services. The Full Price is further defined in Art 4.5.
  2. **Flight** means an offer of carriage by air to the Destination via Selected Carriers. We display the offered Flights on Our Website. ‘Flight’ can also be used to mean two or more flights to carry You to Your Destination.
  3. **Destination** means the airport You chose from Our offer and which is, according to Your Booking (see Art 1.2.8), the last airport on Your one-way journey. You can order carriage to more than one Destination by a single Booking. The carriage to Your Destination can be arranged by two or more Connecting Flights – see Art 1.2.5.
  4. **Website** means the website located at Skypicker.com, including the subdomains for respective markets.
  5. **Connecting Flight** means a form of carriage where You need to change planes and use two or more separate flights to get to Your Destination and, in some cases, also change the Selected Carrier when changing the planes. For Connecting Flights, We provide You with the Assistant Services covered in Art 4.10.
  6. **Service or Services** mean the assistant and brokerage services directly related to the carriage of You and Your luggage to a Destination which we provide to You at the agreed fee and through which You will be able to conclude a contract of carriage with the Selected Carrier. The Services include the Assistant Services covered in Art 4.10.
  7. **Selected Carrier** means an airline providing the services of carriage by air with which you enter into a contract of carriage through the use of Our brokerage services. The identity of the Selected Carrier will be made known to You before You enter into the Service Agreement with Us. Your Flight may include the services of two or more Selected Carriers – where this is the case, the term Selected Carrier will be used to mean the air carrier carrying You across the relevant part of Your route.
  8. **Booking** means Your selection of a Flight offered by Us, completing the information required in the online form on Our Website, Your acceptance of these Terms & Conditions and making payment of the Full Price with a payment card or by another online payment method. By making a booking, You accept the offer or Our Services.

9. **Flight Delay** means a change in a Flight schedule due to which You will have less than 2 hours to change planes for a Connecting Flight.
  10. **Purpose of Agreement** The purpose of the agreement between You and Us is to set forth our contractual relationship on the basis of which We will provide You the Services related to Your air travel to the chosen Destination with a Selected Carrier at the agreed price. The Service Agreement is concluded by Your making the Booking in accordance with Art 3.1. These Terms & Conditions form an integral part of every Service Agreement.
  11. **PNR** (Eng. Shunt. Passenger Name Record) is an identification code identifying flight or connecting flights booking. It may consist of any combination of numbers and letters. In one reservation under the same PNR can be conducted one or more passengers return flight, connecting flights of various airline or a combination of all mentioned. PNR number can always be found on the eTicket, or boarding ticket. PNR number is not a Skypicker.com order number.
3. **Complaints.** Please send your complaints and suggestions to support.nz@skypicker.com (Customer Support).

## 2. Service Agreement for EU citizens

1. To remain in full compliance with all applicable laws and regulations of European Union, by this Art 2 we provide our customers from EU with all the mandatory information before entering into the Service Agreement:
2. **Means of Distance Communication Costs.** We will not charge you any extra costs in addition to the Full Price for the use of means of distance communication that We use to communicate, negotiate and enter into the Service Agreement with You, i.e. there are no service charges for Our communication with You via the Internet or over the telephone.
3. **Supervisory Authorities.** The authorities that supervise Our business activities and to whom You can address complaints are the Czech Trade Inspection Authority [Česká obchodní inspekce], the competent Trade Licensing Office [živnostenský úřad] and the Office for Personal Data Protection [Úřad na ochranu osobních údajů]. On the EU level, you can address your complaints to the European Consumer Centre Czech Republic ([www.evropskyspotrebitel.cz/eng](http://www.evropskyspotrebitel.cz/eng)).
4. **No 14-Days Withdrawal Period.** Given to the character of Our Services, which We will start performing immediately after the conclusion of the Service Agreement with You (see Art 3.3 and Art 4.7), i.e. before the expiration of the 14-days withdrawal period according to the EU legislation, You shall not withdraw the Service Agreement within 14 days period after its conclusion. The circumstances under which You may withdraw a Service Agreement are explicitly stated in these Terms & Conditions (see the provision of Art 6.2 below).
5. **Storage of Agreements.** We store all Service Agreements digitally for our internal needs and they are not accessible.
6. **Language of Agreement.** The Service Agreement is executed in the Czech and English language. In case of any discrepancies the Czech version should prevail.
7. **Technical Steps to enter into Service Agreement with Us / Data Correction.** Our Website contains an interactive web interface through the use of which the Service

Agreement between You and Us is concluded by completing and sending Us the online order form and making online payment. Before sending the online order form, you can check, change and correct any data You have entered in it.

8. **Code of Conduct.** In the provision of our Services, we always comply with all applicable laws and regulations of Czech Republic and European Union and our internal principals of customer satisfaction and rules for personal data protection. We choose not to make these internal rules and principals public.
9. **Quoted Prices.** The prices quoted on Our Website include the base fare to the Destination, the airport charges and VAT. However, given to the character of Our Services, Our prices cannot include any fees that You may have to pay under the contract of carriage between You and the Selected Carrier, or any other third party, or any charges imposed by the competent authorities, in connection with the carriage services that we have brokered for You through Our Services (see Art 4.5).
10. **Territorial Limitations.** There are no territorial limitations on the provision of our Services.

### 3. Service Agreement Conclusion

1. **Offered Flights.** On Our Website, We display a list of Flights that You may Book. By Your making a Booking, You instruct Us to broker a contract of carriage between You and a Selected Carrier. We reserve the right to change or cancel any Offered Flights if a Selected Carrier's offer changes (especially if the change concerns the features of the airline tickets You have selected). If, during the provision of Our Services, the conditions of carriage are changed by a Selected Carrier, We will notify You accordingly and make effort to offer You alternative carriage options and proceed in accordance with the provision of Art 6.2 below.
2. **Acceptance.** By Your making a Booking, You accept Our offer and enter into the Service Agreement with Us.
3. **Immediate Performance.** Given to the character of Our Services, the conclusion of the Service Agreement between You and Us will be considered as Your request for our immediate performance. This means that We will provide Our Services before the expiration of the 14-days withdrawal period according to EU legislation and, consequently, You will not be able to withdraw any Service Agreement within 14 days after its conclusion (see Art 2.4).

### 4. Service Agreement Content

1. **General.** By concluding the Service Agreement, We undertake to perform Our obligations related to the provision of the Services under these Terms & Conditions and You undertake to pay Us the Full Price in accordance with Art 4.5.
2. **Service Description.** Our Services shall consist of
  1. brokerage of a contract of carriage (and for the provision of the related services) between You and the Selected Carrier;
  2. delivery of the air tickets for the selected flight operated by the Selected Carrier to You in accordance with Art 4.9; and
  3. provision of the Assistant Services covered in Art 4.10.

3. **Contract Brokering.** We are primarily responsible to broker a contract of carriage and for the provision of the related services between You and a Selected Carrier. The content of any such contract of carriage will be determined by Your selection of the Destination and other flight attributes on Our Website and the Selected Carrier's conditions of carriage. A brokered contract of carriage can be for carriage of more than one person and/or person(s) other than Yourself; however, the contract of carriage and for the provision of the related services is always concluded between You (as the person making a Booking) and the Selected Carrier. The price for the carriage services brokered by Us is included in the Full Price for our Services (Art 4.5) and does not cover any extra services provided by the Selected Carrier during the carriage (such as priority check-in, buy on board food and beverages etc.). We must broker the contract of carriage for You without unreasonable delay after payment of the Full Price by You; we broker contracts of carriage within 30 minutes on the average.
4. **Power of Attorney.** If the Services, or any Service, may only be provided to You on the basis of a power of attorney, You, by entering into the Service Agreement with Us, appoint Us as Your attorney-in-fact and grant us such powers to represent You as are necessary for the provision of all Services by Us.
5. **Full Price.** The Full Price for the provision of Our Services with respect to a Flight and a Selected Carrier is displayed on Our Website and it includes the base fare(s) to the Destination and Our fee for brokering the contract of carriage between You and the Selected Carrier and the provision of the related Services. The Full Price displayed on Our Website is the final price for the air ticket, including the airport charges and VAT; however, it does not include other fees, charges or payments for services related to Your carriage and provided by third parties, such as tourist taxes, other fees or surcharges applied by any Selected Carrier in addition to the base fare or any related banking fees.
6. **Brokerage Fee.** Our claim to the brokerage fee arises when We broker the contract of carriage with a Selected Carrier for You. If, however, We fail to broker a contract of carriage between You and the Selected Carrier within 48 hours after You pay the Full Price, or by the time that Your first Booked Flight becomes unavailable, provided that the time remaining to the planned departure of such Flight is less than 48 hours, You may withdraw the Service Agreement (see more under Art 6.2).
7. **Payment of Full Price and Commencement of Service Provision.** You will see the Full Price on Our Website before sending Us the online order form. You must pay the Full Price with a payment card or by another online payment method offered on Our Website by entering the required data in the relevant web form on our Website. Until We receive the payment of the Full Price from You, We are not obliged to commence the provision of any Service.
8. **Fraudulent Transaction Protection.** To ensure high standard of Our Services and to protect against fraudulent transactions, We reserve the right to perform random checks (verification) of payment cards. For this reason, We may request Your cooperation necessary to verify the identity of the card holder. Until successful verification, Our obligation of immediate commencement of the provision of Our Services is suspended. The time that it will take to verify a payment card is not included in the period within which We undertake to broker a contract of carriage for You in accordance with Art 4.3.

9. **Air Ticket Delivery.** We will deliver Your air tickets purchased from the Selected Carrier in Your email box at the email address that You entered in the online order form on Our Website. It is necessary that You enter Your email address in unabbreviated and correct form. We are not liable for faulty delivery or non-delivery of Your air tickets if caused by circumstances on Your part such as entering a wrong email address or Your email settings. You must notify us of any changes in Your contact information that may affect Our ability to deliver the ordered air tickets to You. Please be reminded that We do not deliver air tickets in paper form; please print them out and take them with You to the airport.
10. **Assistant Services.** Our Services include also the following Assistant Services:
  1. Less than 24 hours flight change. If the planned departure of Your Flight changes less than 24 hours prior to departure and, consequently, You will have less than 2 hours to change planes on a Connecting Flight, We will either arrange another Flight (other Flights) to Your Destination or refund you the price you paid for all the unused Flights en route to Your Destination, at Our discretion.
  2. More than 24 hours flight change. If the planned departure of Your Flight changes by more than 24 hours prior to departure, We will either arrange another Flight (other Flights) to Your Destination or refund you the price you paid for all the unused Flights en route to Your Destination, at Your discretion.
  3. Flight delay. If you miss a Connecting Flight due to a Flight delay, You must inform Us of such delay as soon as You learn about it, either by telephone, [via Contact us form](#), or via the online chat on Our Website. In such an event, We will offer You an alternate Flight (Flights) to Your Destination entirely at Our expense. If We are unable to buy the offered alternate Flight (Flights) for You online, You can buy the ticket(s) at the airport and We will refund You the price of such ticket(s) under the conditions set forth in Art 4.10.6 below. If We are unable to offer you any alternate Flights, We will refund you the price you paid for all the unused Flights en route to Your Destination under the conditions specified in under the conditions set forth in Art 4.10.6.d below.
  4. Cancellation If You find out about a Flight cancellation directly at the Airport or prior departure and you were not informed by Skypicker in advance, You must inform Us about such cancellation immediately, either by telephone or via the online chat on Our Website. In such an event, We will offer You an alternate Flight (Flights) to Your Destination entirely at Our expense or a refund of the price you paid for all the unused Flights en route to Your Destination, at Your discretion. If You chose an alternate Flight and We are unable to buy the offered alternate Flight (Flights) online, You can buy the ticket(s) at the airport and We will refund You the price of such ticket(s) under the conditions set forth in Art 4.10.6 below.
  5. Cancellation announced by Skypicker in advance. Skypicker informs you about cancellation in advance and offers you solutions to your situation. You are obligated to choose one of the options and reply Skypicker within 48 hours from receiving email from Skypicker.com. We will either arrange another Flight (other Flights) to Your Destination or refund you the price you paid for all the unused

Flights en route to Your Destination, at Our discretion. If we will not receive your reply within 48 hours, your claim for Skypicker guarantee is not valid anymore.

6. **Air Ticket Price Refund Conditions.** We guarantee to refund You the price of airline tickets to Your Destination that You buy in accordance with Art 4.10.3 and/or Art 4.10.4 above subject to meeting the following conditions:
  1. the purchased flight must be a flight offered to You by Skypicker (via Our Assistant Services);
  2. We must receive your request for refund within 14 days after the date when You were supposed to arrive at Your Destination according to the original Flight schedule;
  3. along with the request for refund, You must submit to Us an unequivocal and intelligible copy of the receipt of payment for the alternate flight and the airline ticket for the alternate flight and at least one of these documents must contain intelligible flight data (especially the date and time of the flight and the place of departure and arrival), price information and the customer's name;
  4. We will only refund you the price of the airline ticket(s) You purchased for the alternate flight(s) up to the double of the sum You paid for the unused Flights en route to Your Destination, within the economy class.
7. **Assistant Services Guarantee – Exceptions.** If, after You enter into the Service Agreement with Us, You make any changes to the schedule of the purchased Flight other than through Us, Our guarantee of the Assistant Services described in this Article 4.10 will automatically expire and You shall have no claim to performance by Us of any of the Assistant Services. This provision does not preclude You from buying alternate flight(s) in accordance with Art 4.10.3 and/or Art 4.10.4 – if You do so in compliance with these Terms & Conditions, Our guarantee of the Assistant Services will remain valid and claimable. Our guarantee of the Assistant Services described in this Article 4.10 does not apply to connecting flights identified by one PNR ID code. Airlines servicing these connecting flights are fully responsible for all possible issues connected with them. In these cases please contact directly airlines servicing these flights. These specific flights are highlighted in booking order and in confirmation email.

## 5. Information for Customers

1. **Conditions of Carriage.** You acknowledge that a Selected Carrier's conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such conditions of carriage before the contract of carriage between You and the Selected Carrier is concluded.
2. **Flight Changes and Cancellations.** The issues of changes or cancellations of a purchased Flight, or any other actions affecting a purchased Flight, must be handled through Our Customer Support at the Customer Support Contacts given on Our Website. Non-compliance may lead to forfeiture of your claim to the provision of the Assistant Services (see Art 4.10.7).
3. **Extra Charges.** A Selected Carrier may apply extra charges for accessory services such as preferred seating, refreshments or entertainment. These services are optional, unrelated



to Our Services, the charges for them are not included in the Full Price that You pay Us and You have to deal directly with the Selected Carrier as far as any such fees or charges are concerned.

4. **Other Costs.** As the direct provision of the carriage service is not part of Our Services, the Full Price does not include – besides the base fare(s) to Your Destination (plus the airport charges and VAT) – other costs that You may incur during carriage to Your Destination (such as airport transfer fees, visa fees, fees and charges for extra services etc.).
5. **Connecting Flights Arrangement.** In some cases of Connecting Flights, or carriage to Your Destination and back, the carriage to Your Destination is arranged so that You receive the relevant one-way ticket (or tickets) for each part of Your route, i.e. each flight en route to Your Destination (or back from Your Destination). If this is the case, please be aware that
  1. each flight may be subject to different rules, especially if operated by a different Selected Carrier;
  2. if You wish to change or cancel any particular flight, You can use the other remaining flights without additional fees;
  3. when changing planes, You need to pick up Your luggage and have it checked in for the next flight as You do not use a transfer/transit flight but a separate one-way flight, sometimes operated by a different Selected Carrier.
6. **Visas.** We are under no obligation to advise You to obtain visas or assist you in obtaining visas or obtain for you visas to the destinations that You will visit en route to Your Destination. But We do generally advise You that some of the destinations may require visa from You and it is Your responsibility to obtain the required visas early enough and at Your own expense.

#### 6. **Discharge / Extinguishment of Obligations**

1. **Discharge by Performance.** Your and Our obligations under the Service Agreement will be discharged, and the Service Agreement performed, when You pay the Full Price in accordance with Art 4.5 and We provide the Services to You.
2. **Extinguishment by Default.** If We fail to broker the contract of carriage for You in accordance with Art 4.3 within 48 hours after You pay the Full Price, We will contact You. We will try to offer You an alternative solution, or You may withdraw from the Service Agreement with Us. If You withdraw, You will be entitled to a refund of the Full Price in accordance with Art 7.1. If we agree on an alternate flight or another combination of flights to Your Destination, the chargeable Full Price may change. You and We will settle the difference between the original Full Price and the new Full Price.

#### 7. **Full Price Refund.**

1. If You are, under these Terms & Conditions, entitled to receive a refund of the Full Price that You paid Us, the paid Full Price will be refunded to the payment card account that You used to pay Us the Full Price; if it is not possible, the refund will be provided by a method mutually agreed between us within 14 days after the date that Your claim to the refund of the Full Price arises.

#### 8. **Other Provisions**

1. **Complete Information.** You must provide Us with complete and true information and data necessary for Our provision of the Services to You (especially the information and data necessary for the conclusion of a contract of carriage with a Selected Carrier, for billing and air tickets delivery etc.).
2. **Intellectual Property.** The Service Agreement entered into between You and Us does not in any way authorize or license You to use Our Intellectual Property such as copyrighted works, databases, trademarks or other protected marks or designs.
3. **Liability for Damage.** We are not liable for any damage, harm or loss arising out of any actions or omissions of a Selected Carrier or other third parties in connection with carriage to Your Destination. Neither are We liable for any damage, harm or loss arising out of Your actions or omissions that are contrary to these Terms & Conditions or any damage, harm or loss caused by force majeure.
4. **Governing Law.** The Service Agreement entered into between You and Us and any legal relations established under it or derived from it, including issues of its formation and validity, shall be governed by the laws of the Czech Republic to the exclusion of any rules on conflict of laws. The Czech courts shall have jurisdiction over all disputes arising between the parties.
5. **Severability.** If any of the provisions of a Service Agreement entered into between You and Us is found to be invalid or ineffective, the other remaining provisions shall remain fully valid and effective to the extent that they are not dependent on such an invalid or ineffective provision. In such an event, any invalid or ineffective provision shall be replaced with a new, valid and effective one which corresponds to the intent and purpose of the provision that it replaces.
6. **Privacy Policy.** Our policy of processing and protection of personal data, that You provided to Us as a natural person in accordance herewith, is governed by Act No. 101/2000 Coll., on the protection of personal data and amendments to some related acts, as amended, as well as Our Privacy Policy are available online on Our Website. The Privacy Policy forms an inseparable part of these Terms & Conditions and You are obliged to always read Our Privacy Policy before accepting these Terms & Conditions. By accepting these Terms & Conditions You also confirm that You have read and understood Our Privacy Policy.
7. **Amendments.** We may amend these Terms & Conditions from time to time. The Terms & Conditions valid and effective at the time when You send Us a completed online order form via Our Website shall apply to the respective Service Agreement. Please be advised that these Terms & Conditions may change by the time that You next choose to use Our Services and You should read them carefully before every single order of Our Services.
8. **Applicability.** These Terms & Conditions shall apply to all Service Agreements concluded as of June 9, 2015.

In Brno on June 9, 2015.

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