



April 24th, 2019

SASU, Val

Cap Luxe VTC—19 Chemin des Camarines –34300 AGDE

Phone number : 07.71.59.41.14 Email : capluxevtc@gmail.com

PREAMBLE

The company CAP LUXE VTC holds a VTC license N° EVTC034180020.

The transport of persons for payment is regulated by decree and depends on the Ministry of Transport, Ecology, Sustainable Development and Energy.

Only authorized vehicles can provide this service under the conditions of safety and guarantees provided by law.

Our professional liability insurance for transporters (mandatory) is established by the company: ALLIANZ under the N° 60173090.

As well as our insurance for the people transported for a fee: ALLIANZ.

The driver is holder of the driving license (B) as well as of the VTC training, compulsory for the transport of people and delivered by the prefecture of Hérault.

This guarantees your safety and that of your guests. The respect of the regulation in force protects you from any bad surprise.

Any order placed with CAP LUXE VTC implies the acceptance of the terms and conditions of sale (below) which form an integral part of the transport contract signed between CAP LUXE VTC and its client, the client expressly acknowledges that he/she has to have read and understood these general terms and conditions of sale and to have accepted them.

The transport of persons for hire is a regulated activity. The conditions under which these services are carried out, in particular the applicable prices, must ensure a fair remuneration of the seller allowing the coverage of the real costs of the service provided under normal conditions of organization, safety, quality and compliance with compliance with regulations. Thus, transport operations must not under any circumstances be conducted in conditions that are incompatible with the regulations governing working and safety conditions.

Only an authorized vehicle can provide this service. CAP LUXE VTC warns against certain organizations using unauthorized vehicles that are outside the law and cannot offer any guarantee to Clients.

1. PURPOSE

1.1 The present general sales conditions are concluded between :

On the one hand, SASU VAL located 19 chemin des Camarines 34300 AGDE.

Hereinafter referred to as (the Provider, the Seller) or CAP LUXE VTC.

1.2 And on the other hand, any individual or legal entity wishing to use the services of the company CAP LUXE VTC.

Together referred to as (the Parties or clients).

2. SERVICES

2.1 CAP LUXE VTC operates as a chauffeur-driven car operator.

In the context of this activity, the seeking of clients on the public highway or otherwise known as "marauding" is prohibited and transport services within the framework of this activity is carried out only on reservation.

2.2 The service is valid only once, and if the customer is not present at the meeting point, the service would be permanently lost and will not give any right to a refund.

2.3 If the client cannot find the driver, he/she must immediately call CAP LUXE VTC to avoid being charged the full amount of the service.

2.4 The service is provided on the day and at the precise time of the reservation, the driver is punctual, except in exceptional cases (accident, traffic difficulty, etc.).

2.5 In the event of the customer being late due to a plane, train or boat delay, the first 15 minutes are offered and then billed at 0.25 € each minute. Any wait, beyond the said deductible, will be invoiced.

3. RESPONSIBILITY OF THE CUSTOMER AND OF THE TRANSPORTED PERSONS

3.1 The customer agrees for himself and for the passengers for whom he has contracted a service with CAP LUXE VTC, to behave as a responsible adult upon taking charge, Cap Luxe VTC reserves the right to interrupt the service in progress if the behavior of the passengers endangers the safety of the driver or that of the vehicle or if the passengers behave disrespectfully vulgar, aggressive or insulting towards passers-by, road users, or the driver, as well as the following provisions:

3.2 Compliance with the rules of the Highway Code (wearing of seat belts, car seats, booster seats).

3.3 No smoking, eating and transporting hazardous materials. If necessary, your driver will stop on the route.

3.4 The luggage transported is proportional to the loading capacity of the vehicle, and remains the responsibility of the customer.

3.5 The CAP LUXE VTC company cannot be held responsible in the event of damage and / or loss of luggage. At the end of the transport, passengers are responsible for ensuring that no items have been left in the vehicle. CAP LUXE VTC declines all responsibility in the event of damage or theft of anything that may have been left there. Cap Luxe VTC is not responsible for items left by passengers in the vehicle (or elsewhere) during the service. The company declines all responsibility for the transport of hand luggage as well.

3.6 Any damage to the vehicle, due to the customer, will be entirely the responsibility of the latter.

3.7 Small pets are accepted, provided they are in a transport cage. Failure to comply with these provisions engages the exclusive responsibility of the customer and passengers both with regard to CAP LUXE VTC and third parties.

3.8 *The CAP LUXE VTC company declines any responsibility concerning the actions of its client before and after its transport.*

3.9 *CAP LUXE VTC reserves the right to refuse to take charge of, or to disembark, a passenger who does not comply with these obligations, as well as a passenger with alcohol.*

4. RESPONSIBILITY OF THE CAP LUXE VTC COMPANY

4.1 *CAP LUXE VTC is committed to transporting its passengers as soon as possible while respecting the highway code, in optimal safety conditions. The company is covered by insurance covering bodily injury from getting into the vehicle and getting off. The maximum number of people that can be transported may not exceed that listed on the vehicle registration document. Likewise, the driver refrains from assisting in any business or action contrary to morality or good morals.*

4.2 *It is agreed that delays in transport times due to unforeseen traffic difficulties(traffic jams, accidents, deviations, weather conditions, mechanical breakdown, various events, etc.),do not open any rights to compensation or reimbursement of any kind.*

4.3 *Changes in routes and detours resulting from unexpected events such as: roadworks, bad weather, deviations, traffic jams or accidents will not be billed to the customer. In general, in the event of an incident, the route may be readjusted in real time at the initiative of the driver. These unforeseen events cannot constitute a reason for dispute or complaint.*

Itinerary changes and detours made at the customer's request are not allowed. However, the driver can accede to this request if it has no influence on the smooth running of the business, such as a delay in taking charge of the next customer, etc ... Any change of itinerary or detour requested by the customer will be subject to additional invoicing, the amount of which will be set according to the distance or time spent.

4.4 *CAP LUXE VTC is not responsible for any breakage or damage to fragile contents inside passengers' luggage.*

4.5 *In case of immobilization of the vehicle due to a mechanical failure, an accident or other, CAP LUXE VTC will endeavor to ensure the continuity of the route, with a vehicle chartered from another company and undertakes to notify the ordering party.*

4.6 CAP LUXE VTC cannot be held liable for damage resulting from the use of the Internet network such as loss of data, intrusion, virus, interruption of service, or other unintentional problems when connecting to its site.

4.7 The rental car rental service with driver provided by the company SASU VAL consists of the provision of a passenger vehicle inseparably accompanied by the services of a driver.

4.8 Impassable roads and paths are excluded from the routes to be taken. For safety reasons, only the driver will be able to assess whether the lane to be taken is passable; he may, if necessary, refuse to enter it.

5. ARE INCLUDED IN THE PRICE OF SERVICES

5.1 The vehicle made available to the customer. On board the vehicle (spring water, sweets, phone chargers, etc.)

5.2 Professional liability insurance for persons transported.

5.3 Insurance of persons transported against payment.

5.4 Fuel.

5.5 The salary of the qualified driver as required by regulations.

5.6 The kilometers and the time according to departure and arrival estimate calculated from current electronic means (GPS: smartphones, vehicles, computers and others) equipped with specific software for guiding and calculating routes (Point 8.8 below).

5.7 Toll charges.

5.8 The transport of the customer's luggage within the limits of the vehicle loading possibilities. The weight of baggage is limited to 25 kilograms per passenger, the driver reserves the right to refuse baggage whose weight, the dimensions or nature do not correspond to what had been agreed with the customer, as well as what he considers prejudicial to the safety of the transport.

6. ARE NOT INCLUDED IN THE PRICE OF SERVICES:

- 6.1** *The cost of parking lots and more generally all parking places.*
- 6.2** *Entrance fees to sites (museums, theaters, castles, or others).*
- 6.3** *Entrance fees to public places.*
- 6.4** *Tips are not included or compulsory and are left to the customer's discretion.*

7. RESERVATION AND PAYMENT

- 7.1** *Any service must be the subject of a reservation either by telephone, or by using the website form, by mail or by quotation depending on the service envisaged.*
- 7.2** *For services on estimate, once the latter has been accepted, you must return it, sign it and you must pay a deposit of 40%, the balance having to be paid 10 days before the service.*
- 7.3** *Reservations can be made on our website: www.capluxevtc.com, by email: capluxevtc@gmail.com or by phone at 07.71.59.41.14*
- 7.4** *At the customer's request, an invoice will be sent to him showing the VAT.*
- 7.5** *Possibility for customers to pay on board, in cash or credit card by mobile terminal.*
- 7.6** *Any reservation of a Service must be made no later than 24 hours before the start of the said service, except with prior agreement with CAP LUXE VTC. All reservations must mention the place and time of performance of the service, the number of passengers, the name and telephone number as well as the contact details of the beneficiary of the service if it is different from those of the customer.*
- 7.7** *Any reservation implies unreserved acceptance of these general conditions of sale.*
- 7.8** *The customer and the service provider undertake to comply with all the clauses mentioned in this contract.*

7.9 No modification can be made to the above conditions except by prior agreement between the parties.

7.10 This contract would be suspended or canceled automatically and without compensation of any kind in all cases recognized as force majeure (Force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.) such as disruption of traffic routes, bad weather, demonstration, accident, breakdown or malfunction of telecommunications networks, shortage of manpower or equipment.

7.11 The contract is not deemed concluded until it has been signed by both parties and payment for the order is cashed. Otherwise, it is automatically null and void.

7.12 Cap Luxe VTC reserves the right to cancel the customer's reservation at any time, in the event of non-payment of the deposit requested during the quote, or the customer is too late.

7.13 In the event of cancellation by SASU VAL, the customer will be notified in writing by sending an e-mail and / or a letter, at least 48 hours before the service and no compensation may be required.

8. PRICES

8.1 Our prices are inclusive of VAT, and are expressed in Euros (€).

8.2 The applicable VAT rate for transfers is 10%.

8.3 The applicable VAT rate for hourly deliveries is 20%.

8.4 The transfer rate applies to direct travel, without stopping, without stopover, from the place of pick-up to the place of arrival previously established in the contract.

8.5 Any additional kilometer to the fixed price established by the contract will be invoiced 2 € TTC / km.

8.6 For the provision, any hour started is due and any additional hour to the fixed rate established by the provision contract will be invoiced 60 € / hour.

8.7 For trips planned over several days, the following flat rates will be billed to the customer:

1 Driver's meal = 25 € including tax.

1 night at the hotel + 1 driver's breakfast = 100 € including tax.

8.8 A precise departure and arrival address must be communicated in order to calculate the best route. The information concerning the address must be accurate and communicated in the following form: Street number, street name, full name of the municipality and its postal code. The customer can communicate to us electronically or in writing a point with GPS coordinates (in decimal degrees); CAP LUXE VTC declines all responsibility in the event of an error. In the absence of a complete address, the point furthest from the town, district or communicated street will be taken into account for pricing.

9. CANCELLATION

9.1 Cancellation by the Customer, before the pick-up time agreed upon when booking:

The prise of the service is reimbursed at 100% if the cancellation occurs more than 24 hours before the pick-up time, 50% refund if the cancellation occurs more than 8 hours before the pick-up time; 0% in other cases.

9.2 Cancellation of the reservation after the pick-up time agreed upon during the reservation:

The service is deemed to be canceled and due by the Customer if he has not informed CAP LUXE VTC of his delay within 15 minutes of the pick-up time agreed upon when booking. Beyond a waiting period of 15 minutes (free) at the pick-up location, 0.50 euros per minute will be billed to the customer. In the event of the client's total absence, the service will be considered due and invoiced.

9.3 In the event of immediate cancellation, that is to say within 15 minutes of booking the pick-up by CAP LUXE VTC, the service will not be invoiced.

10. DISPUTES

10.1 *The contractual relations between the company CAPLUXE VTC and the customer are governed by French law, even if the service is provided in a foreign country.*

10.2 *Any complaint must be made by registered letter with acknowledgment of receipt within ten days of the performance of the service to the company CAP LUXE VTC.*

In the event that the dispute cannot be resolved amicably, only the commercial court of BEZIERS (34032 - France) will be competent.

11. INTELLECTUAL PROPERTY

All elements of the CAP LUXE VTC website are and remain the intellectual and exclusive property of CAP LUXE VTC. No one is authorized to reproduce, use, redistribute, or use for any purpose whatsoever, even partially, elements of the www.capluxevtc.com website. Any simple or hypertext link is strictly prohibited without the written consent of SASU VAL.

12. PRIVACY POLICY

This privacy policy defines and informs you of the way in which CAP LUXE VTC uses and protects the information you transmit to it, if applicable, when you use this site accessible from the following URL: www.capluxevtc.com (hereinafter referred to as the "Site").

Please note that this privacy policy may be modified or supplemented at any time by CAP LUXE VTC, in particular with a view to complying with any legislative, regulatory, jurisprudential or technological developments.

In such a case, the date of its update will be clearly identified at the top of this policy. These modifications are binding on the user as soon as they are put online. The User should therefore regularly consult this privacy policy in order to be aware of any changes.

12.1 Personal data

In general, you can visit the CAP LUXE VTC Website without disclosing any personal information about you.

However, in case of refusal, you may not be able to benefit from certain services that you would like to use. As such, CAP LUXE VTC may be required in certain cases to ask you to enter your name, first name, email address, telephone number, (hereinafter your "Personal Information").

By providing this information, you expressly agree that it will be processed by CAP LUXE VTC, for the purposes indicated in point 2 below.

In accordance with the General Data Protection Regulation adopted by the European Parliament on April 14, 2016, and the Data Protection Act of January 6, 1978 as amended, CAP LUXE VTC informs you of the following points:

- Identity of the controller

The data controller is the company CAP LUXE VTC, with its registered office at:
19 Chemin des Camarines - 34300 AGDE - France.

Phone. : + 33 (0)7.71.59.41.14

- 2. Purposes of processing

CAP LUXE VTC may process your Personal Information:

- (a) for the purpose of providing you with the information or services you have requested (in particular: sending quotes, booking confirmation, information concerning the terms of your reservation), and / or
- (b) for the purpose of collecting information from you, allowing us to improve our site, and / or

(c) in order to be able to contact you about various elements concerning your reservation request.

- **3. Recipients**

Only CAP LUXE VTC is the recipient of your Personal Information. These are never passed on to a third party, apart from the subcontractors to which CAP LUXE VTC could call on in order to carry out the transport if it itself was unable to carry it out. Neither CAP LUXE VTC, nor one of its subcontractors where applicable, sells the personal data of visitors and users of its Site.

- **4. The duration of the conversation**

Your Personal Information is kept by CAP LUXE VTC only for the time corresponding to the purpose of the collection as indicated in 2 above which may not in any case exceed 1 month except in exceptional cases (Reservation planned for more than one month before the service).

13. RIGHT TO IMAGE

CAP LUXE VTC has the right to image its vehicle and reserves the right to use, for promotional purposes, the photographs or videos of the vehicle taken during the services. This right runs as soon as the vehicle or the driver appears in the said photo (s) or videos. Photos or videos taken by official photographers can only be used with our agreement. Our image rights are also exercised on our website www.capluxevtc.com, on the CAP LUXE VTC Facebook profile, as well as on any advertising communication medium (flyer, brochure, business card, etc.).

14. COMPANY DETAILS

Cap Luxe VTC – Société par actions simplifiée unipersonnelle (SASU).

RCS Montpellier: APRIL 18, 2018

Share capital of Thousand euros.

Siret number : 839 007 770 00010. NAF Code : 4932ZB

Headquarters and administrative headquarters, customer or supplier invoicing:

19 chemin des camarines 34300 Agde

Phone number : 07 71 59 41 14

E-mail contact : capluxevtc@gmail.com

Website : <http://capluxevtc.com>

Facebook : <https://www.facebook.com/valeriecapluxevtc/>

Any service order implies compliance with these rules, the customer acknowledges having read, at the time of ordering, the general conditions of sale set out on the website www.capluxevtc.com

These general conditions of sale are subject to French law. If one or more provisions of these conditions are declared null or inapplicable, the other provisions will retain all their force and scope.

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THIS DOCUMENT IS AVAILABLE IN THE VEHICLE

ON REQUEST FROM YOU.

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