

Terms and Conditions of Sale

These terms and conditions of sale are entered into between the company Mcars Services, registered with the RCS of Évry under number 852 506 948 and with the registry of chauffeur-driven car operators ("Mcars Services"), and any person, acting in a professional or non-professional capacity (hereinafter referred to as the "Client"), wishing to book a chauffeur-driven car or private hire vehicle service (hereinafter referred to as the "Service") for their own account or on behalf of individuals duly authorized for this purpose (the "Passengers").

By booking a Service with Mcars Services, the Client and Passengers fully and unreservedly agree to the terms and conditions of sale of Mcars Services (hereinafter referred to as the "Terms of Sale" or "ToS").

Any conflicting conditions put forward by the Client or the Passengers, particularly any contrary clauses from their own terms and conditions, are not binding on Mcars Services unless expressly, in writing, and prior accepted by Mcars Services. Mcars Services reserves the right to modify the ToS at any time.

The Terms of Sale applicable to the booking of a Service are those in force on the date of the firm booking of the Service (hereinafter referred to as the "Booking"), as evidenced by the receipt of the written confirmation of the booking by Mcars Services.

Mcars Services guarantees the proper organization and smooth execution of the assignments entrusted to it as a passenger transport company.

1. Booking

Warning

To book and/or pay for a Service, the Client must be of legal age or an emancipated minor, have the legal capacity to enter into a contract, and comply with the Terms and Conditions of Sale. The Client is liable for the reservations they make, both on their own behalf and on behalf of the Passengers when acting on their behalf. The Client guarantees the truthfulness and accuracy of the information provided.

Booking request

A booking request for a Service can be made by phone, email, through the website mcslimo.fr, or any other means approved by Mcars Services.

When made by phone, the booking request must be confirmed in writing, i.e., by email. The booking request must include the following minimum information:

- The date, time, and location of the initial pick-up of the Passenger(s);
- The final drop-off location and any intermediate stops to be made if applicable;
- The number of people to be transported (specify if the passenger has reduced mobility and/or is in a wheelchair);
- The approximate number, weight, and overall volume of the luggage;
- Passenger's phone number;
- Passenger's email address;
- Desired vehicle model or category.

For new Clients, the booking will only be confirmed after verification by Mcars Services of their means of payment (see "Payment" section below).

Quote issuance

Upon receiving the booking request, Mcars Services provides a quote based on the information provided by the Client or the Passenger.

Any changes to the information provided may modify the initial price of the Service (change of vehicle model, capacity, mileage, exceeding duration, etc.). Additionally, any services not included in the quote will be invoiced separately.

Booking confirmation

If the quote is accepted, the Client must confirm the booking in writing to Mcars Services through an approved method ("Booking Confirmation").

Upon receiving the Booking Confirmation, a transportation contract is made between Mcars Services and the Client.

2. Rates

The Services are offered at the rates indicated in the pricing grid of Mcars Services attached to the quote.

The pricing rules may vary depending on certain circumstances such as public holidays, peak periods, pick-up/drop-off zone, and/or the use of the Service, time of day, etc.

The rates are mentioned including taxes and include:

- The service and salary of the chauffeur;
- Fuel;
- Professional liability insurance for paying "passengers";
- Toll fees;
- VAT at the rate determined by current regulations;
- Driver's meals for any provision of service lasting more than three (3) hours (between 11:45 am and 1:45 pm; and 7:45 pm and 9:45 pm).

A driver's travel allowance will be charged for overnight stays outside the Paris region.

The price of the Service indicated in the quote issued by Mcars Services may be revised by them to take into account, in particular, fuel price increases and all expenses incurred for the execution of the Service.

Child seats are provided free of charge on request. Additional charges may be required for specific client requests, such as special refreshments. The invoiced amounts will be specified in the quote or the Booking Confirmation.

Mcars Services reserves the right to modify the pricing grid at any time without prior notice. These changes will be communicated to the Client and will apply to all Services booked after the update of the pricing grid.

Overtime or excess mileage (excluding transfer services)

For any Service, Mcars Services may set a minimum billing threshold specified in the quote.

At any time during a Service, the Client may decide to change the destination or interrupt it. In this case, the Client will be charged for the time and distance covered.

Any exceeding of the scheduled return time will be charged additionally based on the applicable rate indicated in the pricing grid. Any excess mileage will also be charged according to the prevailing rates indicated in the pricing grid.

3. Service execution conditions

Passenger pick-up

The Passenger(s) must comply with the pick-up rules indicated by Mcars Services and/or the Chauffeur assigned to carry out the Service. Mcars Services shall not be liable for any failure by the Passenger(s) to comply with the pick-up procedure resulting in the impossibility to provide the Service.

Road regulations require Passengers to fasten their seat belts both in the front and back seat of the vehicle. Non-compliance with this rule releases Mcars Services from liability in the event of an accident.

Mcars Services maintains a strict non-smoking policy in all of its vehicles.

Failure to comply with this provision will result in the invoicing of cleaning and restoration fees amounting to a fixed sum of €1750 including taxes.

Unless expressly authorized in writing by Mcars Services, the consumption of alcohol is not permitted in the vehicles. The Driver and/or Mcars Services have the right to refuse transportation to any Passenger believed to be under the influence of alcohol or drugs, and whose behaviour constitutes a threat to the driver, the vehicle, or any other passenger.

Mcars Services may choose to subcontract, transfer, or assign all or part of the Service to a third party of its choice, without prior notice to the Client.

The photographs and images available on the Mcars Services website, brochures, and any presentation documentation are not contractual. Mcars Services will not be liable if the vehicle and/or chauffeur do not correspond to the photographs or images.

Mcars Services declares that the vehicles used to provide the Services are equipped with a GPS tracking system. By accepting the Services of Mcars Services, the Client agrees to the use of this GPS tracking system.

Luggage policy

The total weight of the luggage must be compatible with the vehicle used and within the limits of the accessible space. The driver and/or Mcars Services may refuse luggage or objects exceeding this capacity. In particular, for safety reasons, Mcars Services will refuse to load any bulky luggage into the passenger compartment. Mcars Services will not be held responsible for any loss of luggage during or after the Service. The Passenger is responsible for all their personal effects, and Mcars Services will not be liable for any loss or damage to these properties.

Vehicle capacity – number of passengers transported

The maximum number of passengers in the vehicle (including the Chauffeur) must not exceed the maximum number of passengers specified in the vehicle's technical specifications. The Chauffeur and/or Mcars Services reserve the right to refuse a passenger exceeding these limits.

Pets

Small dogs and other small pets weighing no more than 6 kg, properly enclosed in a container not exceeding 45cm x 30cm x 25cm, are allowed into the vehicles, up to a maximum of two, unless otherwise specified (e.g., driver's allergy). Subject to this condition, no other pets are allowed in the vehicles.

4. Booking modification and cancellation

Requests for modification or cancellation are made using one of the authorized processes for booking the Services.

Any modification or cancellation of the Booking must be made with Mcars Services at least twenty-four (24) hours before the agreed Service time. In the case of an event involving five (5) cars or more, the request must be made with Mcars Services at least eight (8) days before the agreed Service time.

After these deadlines, Mcars Services will invoice all or part of the reserved Service according to the following terms.

Conditions applicable to all services

Any ancillary external expenses incurred by Mcars Services (guides, stewards, Meet & Greet, security agents, etc.) in the context of a Service cancelled less than 48 hours before the agreed start time will be fully invoiced.

Conditions applicable to all sedan, van, and bus/coach services

In case of late cancellation (less than twenty-four hours before the agreed Service time) or a "no-show" 60 minutes after the scheduled meeting time at the time of booking the Service, the Client will be invoiced for the higher amount between the price of the transfer from the planned pick-up location to the garage, and the time spent waiting for the Client at the meeting location.

In case of modification of the Booking, the Service actually provided will be invoiced.

Mcars Services reserves the right to apply different cancellation or modification conditions, especially during periods of peak activity or for Services involving a high number of Vehicles. These special conditions will appear in the quote or order summary received by the Client and will take precedence over these provisions.

5. Delay

Mcars Services is not responsible for delays caused by force majeure and/or reasons beyond its control (strikes, natural disasters, train/airplane delays).

Chauffeur's delay

The chauffeur is considered late if he/she arrives after the meeting time indicated at the time of booking the Service. In case of delay, Mcars Services contacts the Client to inform them of the delay and, if pick-up is not possible, offers an alternative solution. In the absence of an alternative solution, the Client may be compensated, indemnified, or refunded, with the understanding that the refunded amount, as well as the liability of Mcars Services, will be limited to the amount of the booked Service.

Client's delay

The Driver is required to wait for the Client for 60 minutes after the agreed meeting time. After this period, the Client who is not present at the pick-up point is considered absent ("no-show"). In this case, the Client will be invoiced for the higher amount between the price of the transfer from the planned pick-up location to the garage and the time spent waiting for the Client at the meeting location.

A courtesy waiting period of 15 minutes is observed for each Booking (60 minutes for airport arrivals). After this period, the Client will be invoiced for the price of one hour of service for the booked vehicle.

6. Commitment and liability

Mcars Services acts as a chauffeured transportation company and declares to comply with the current professional regulations.

It bears the obligation of safety that is required of any professional carrier for the transported passengers, as well as the responsibilities related to the control of the vehicle used for passenger transportation, whether owned or leased.

Mcars Services declares to have an insurance contract covering its professional liability for the provision of passenger transportation services, including all financial consequences of bodily, material, and immaterial damages for which it would be held liable in the context of the provision of Services, particularly resulting from a traffic accident, from the moment the passenger enters the Vehicle until they exit, except for damages caused by the passenger's fault.

Mcars Services assigns drivers with the required regulatory qualifications to provide the Services, carefully selected to meet the needs and requests of the Client.

7. Damage

The Client will be liable for any damage caused by themselves or the individuals accompanying them in the vehicle (excluding the Chauffeur) or the Passenger(s) during the Service, inside the Vehicle, and will be billed accordingly for any necessary repairs or cleaning required to restore the Vehicle to proper functioning and/or cleanliness and/or appearance.

8. Payment and documentation

Payment terms for the service

Mcars Services accepts the following payment methods: credit cards (Visa, American Express, Diners Club, MasterCard), bank transfers (fees borne by the sender).

At the time of booking the Service, the Client must provide the following documents:

- Valid credit card details (including the CVV code);
- A copy of their identity card, passport, or equivalent document.

Before the Service is provided, Mcars Services verifies with the Client's bank that their account is funded up to the amount of the Service. Mcars Services may make a symbolic charge to verify the validity of the provided credit card (this amount will be deducted from the final invoice).

Mcars Services may also request pre-authorization to debit the estimated amount of the Services from the Client's bank.

If the credit card provided as a guarantee is invalid or if the account to be debited is not funded, the booking made by the Client cannot be confirmed by Mcars Services, and the Service subject to that booking will not be executed.

Any payment made by American Express will be subject to a payment fee of +/- 3.0% (three percent) of the invoice amount (current bank fees rate).

Invoicing – payment

The Service will be invoiced from the date mentioned in the Booking. Mcars Services will send the Client the final invoice for the Service by email, taking into account any additional fees or applicable modifications.

The Service is payable in full upon completion. The Client is informed that the debit may occur immediately after the execution of the Service.

In the case of Services provided over consecutive days, Mcars Services may debit the estimated amount for the previous day each day, with Mcars Services responsible for adjusting the final amount based on the Services invoiced. If the transported person is a "credit account client", the Service is invoiced for payment upon receipt, before the 15th of the month following the execution of the Service, unless expressly stated otherwise.

Late payment

Any delay in payment automatically incurs, starting from the day following the payment due date indicated on the invoice, the payment of penalties at least equivalent to three times the legal interest rate, as well as the application of a flat-rate fee for administrative collection costs amounting to €40 (excluding tax) per unpaid invoice ("the Penalties"), in accordance with the provisions of Article L441-6 of the French Commercial Code.

The inability of Mcars Services to debit the Client's account, for any reason whatsoever, constitutes late payment, leading to the application, without prior notice, of the aforementioned Penalties.

Complaints

In the event of a dispute regarding the invoice amount or the execution of the Service, the Client may send a complaint by registered letter with acknowledgment of receipt (LRAR) to Mcars Services at the following address: Mcars Services, 10 Place Lucien Boilleau, 91420 Morangis, France.

Any complaint will only be considered if submitted within 8 days of the execution of the relevant Service and in writing; otherwise, it will be ignored.

9. Personal data

These Terms are subject to the regulations regarding the protection of personal data (including Regulation (EU) 2016/679 of April 27, 2016, and the "Information Technology and Liberties" Act No. 78-17 of January 6, 1978).

The personal data collected by Mcars Services during the Booking and provision of the Services (including through the vehicle's geolocation system) are:

- Identification data and contact information (postal, telephone, and email) of the Client;
- Email and telephone contact details of the Passenger(s);
- Payment-related data;
- Data related to the travel and location of the Vehicle;
- Data related to the speed of the Vehicle and the distance travelled.

Purposes of processing

The purposes of processing these data by Mcars Services are:

- Preparation and execution of the contract, including:
- Managing the Booking of Services and their confirmation;
- Monitoring and invoicing of Services;
- Emergency calls in case of incidents or accidents;
- Handling complaints;
- Combating fraud.
- Pursuing the legitimate interests of Mcars Services in terms of promotion and prospecting, including:
- Client relationship management (maintaining customer satisfaction, customer loyalty);
- Development of statistics and/or commercial analysis;
- Transmission of advertising information or commercial offers to propose goods or services similar to those covered by these terms.

Mcars Services may only use the personal data provided by the Client to transmit advertising information or commercial offers from its business partners with the Client's consent.

By accepting these Terms and Conditions, the Client agrees to the collection and processing of the aforementioned personal data for the purposes mentioned above, by Mcars Services, the data controller.

Data retention

Mcars Services records and retains personal data related to the Service for a period of three (3) years from the Booking.

After this period, the personal data may be archived by Mcars Services to allow compliance with its accounting, tax, and legal obligations (including a 5-year statute of limitations applicable to the contract/Article 2224 of the French Civil Code; a 10-year period for the retention of invoices/L123-22 of the French Commercial Code).

Mcars Services has technical means to ensure the confidentiality and security of the collected data.

Client's rights

The Client has the right to access the data concerning them. They can request at any time:

- Rectification, updating, and/or deletion of their personal data;
- Limitation of the processing of their data;
- Portability of their data;
- Opposition to the processing of their data for legitimate reasons.

To exercise these rights, the Client can send their request by mail to:

Mcars Services, 10 Place Lucien Boilleau, 91420 Morangis, France.

The Client must provide proof of identity to exercise the aforementioned rights.

10. Intellectual property

The Mcars Services website, including but not limited to photographs, graphics, client interface, editorial content, scripts, and software, contains information and elements owned by Mcars Services and/or its subcontractors, protected by intellectual property laws. The Client expressly acknowledges that they shall not use this information or materials except for use in compliance with the Terms and Conditions.

The Client must not copy, reproduce, display, or use any element of the Mcars Services website protected by intellectual property rights in any manner without the prior written consent of Mcars Services.

11. Applicable law

The Terms and Conditions and any related contracts are exclusively executed, governed, and interpreted in compliance with French law.

In the event of a dispute, the Client shall address Mcars Services for an amicable resolution of their claim.

Any dispute that cannot be resolved amicably shall be:

- Subject to the exclusive jurisdiction of the French courts if the Client is a consumer;
- Subject to the exclusive jurisdiction of the Commercial Court of Évry if the Client is a merchant.

If one or more provisions of these Terms and Conditions of Sale are declared null or unenforceable, the other provisions shall remain in full force and effect.

Mcars Services stamp and signature

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