

# GENERAL CONDITIONS OF SALE (C.G.V) on 01/01/2021

MyPrivate Transfer, a simplified joint stock company with a capital of 1000 euros. Registered with the Marseille RCS under number 843 352 055, having its registered office at 113 rue de la République, 13235 Marseille CEDEX 02. Registered in the register of operators of passenger cars with driver under the number EVTC N °: 013180241.

Telephone: 04.89.51.34.16 and 06.71.04.17.97  
Mail: [contact@mptransfer.fr](mailto:contact@mptransfer.fr)

The MyPrivate Transfer company provides private transport services by means of transport vehicles with driver (VTC), exclusively by reservation and at a previously defined price.

## 1. OBJECT

The purpose of these General Terms and Conditions of Sale is to define the conditions applicable to transport service contracts concluded between MyPrivate Transfer and its customers. By using the services of MyPrivate Transfer, the customer is presumed to have read these General Conditions of Sale and to have fully accepted them.

## 2 - FORMATION OF THE TRANSPORT SERVICE CONTRACT

The customer can request a service 24/7 on the website [www.mptransfer.fr](http://www.mptransfer.fr) and [www.vt.mptransfer.fr](http://www.vt.mptransfer.fr) or by telephone on 04.89.51.34.16 and 06.71.04.17.97. The customer provides all the information concerning his service request. He is solely responsible for this information, the following of which are considered essential to the contract: date of the transport service, place of pick-up, drop-off location, pick-up time, number of passengers (adult / child), number of baggage (s), nature of the service (transfer, provision). MyPrivate Transfer sets the price of the service based in particular on the information provided by the customer.

Payment of the price is made by credit card via a secure electronic system. By providing his bank details, the customer accepts in advance and unconditionally that MyPrivate Transfer proceeds with the secure transaction and authorizes his bank in advance to debit his account for the amount of the service. After confirmation by the customer of his request for the service and payment of the price, MyPrivate Transfer sends him, in return, by email or SMS, a booking voucher summarizing the information related to the service. The customer is responsible for verifying the information contained in the booking voucher. If it is impossible for MyPrivate Transfer to send said reservation voucher by email, the reservation is presumed to comply with the customer's request.

### **3 - PRICES**

MyPrivate Transfer sets the price of the service based in particular on the information provided by the customer. The prices indicated in our prices include VAT at the rate set by the regulations in force for transport services (10% for transfers, 20% for supplies), driver service, fuel and unlimited personal insurance. transported, tolls, VAT, provision on board vehicles (cold drinks, Wi-Fi, telephone charger) are included in the transport. Parking costs, entrance fees to sites (museums, cultural places), meals and accommodation costs for the driver for a minimum trip over 2 days are not included in the service.

Any additional kilometer to the fixed price established by the contract will be invoiced at 1.50 € TTC / km. For trips planned over several days, the following flat-rate prices will be billed to the customer: Meal = € 25 including tax, Hotel night + breakfast = € 120 including tax

### **4 - RULES**

Payment methods accepted: Cash, bank cards (Visa, MasterCard, AMEX), bank transfer. Any transport service by transfer or provision is payable when ordering.

### **5 - RESERVATION AND CANCELLATION**

#### **5 - 1 - RESERVATION:**

Any reservation implies unreserved acceptance of these general conditions of sale. The customer and the service provider undertake to comply with all the clauses mentioned in this contract. No modification can be made to the above conditions except by prior agreement between the parties. This contract would be suspended or canceled automatically and without compensation of any kind in all cases recognized as force majeure (event external to MyPrivate Transfer) such as disruption of traffic routes, natural disasters, pandemics, bad weather, event, accident, breakdown or malfunction of telecommunications networks, shortage of manpower or equipment ... The contract is deemed concluded only once payment for the order has been cashed. Otherwise, it is automatically null and void.

Any reservation of a car with driver is mandatory and must be made at least 24 hours in advance by the website or by email, or last minute by phone depending on availability.

Particularity for a pick-up at the station and the airport:

As soon as you arrive, switch on your cell phone.

Please note the flight or train number in "additional information" when booking. For flights, the 30-minute wait included in the race is usually sufficient.

However, if you need to collect checked baggage and / or if you are coming from a non-European destination, the time it takes to leave the plane, baggage claim and the possible control of the police require rather long delays. .

To avoid having to pay a wait, we recommend that you add a 30-minute delay.

## **5 - 2 - CANCELLATION:**

A reservation can be canceled by the customer, before the pick-up time indicated in the reservation form, by e-mail at [contact@mptransfer.fr](mailto:contact@mptransfer.fr) or by phone at 06.71.04.17.97

- 100% refund if the cancellation occurs more than 48 hours before the pick-up time
- 50% refund if the cancellation occurs more than 24 hours before the pick-up time.
- 0% refund if the cancellation occurs less than 24 hours before the pick-up time.

## **5 - 3 - PRICE INCREASE / DELAY**

Any delay by the passenger (s) in relation to the pick-up time indicated in the booking voucher will result in an increase in the price of the service, in the event that the customer informs the driver by telephone on 06.71.04.17 .97, as follows:

- More than 60 minutes late: 50 euros
- For each additional hour of delay: 50 euros / hour. Any hour started is due in full.

The payment of these increases is made at the latest when the passenger (s) get into the vehicle.

In the event of the customer's absence from the meeting place, beyond the first 30 free minutes, without any manifestation on his part, or an answer to the driver's phone call, the service will be permanently lost, without the possibility of postponement and without being able to claim any reimbursement.

## **6 - QUALITY OF SERVICE**

The transport of people for a fee is a regulated activity. Only authorized vehicles can perform this service and:

- Provided with a professional card number issued by the prefecture.
- Provided with a registration certificate issued by the Ministry of Ecology, Sustainable Development and Energy, Office of the organization of passenger road transport / VTC pole
- Equipped with a registration badge affixed to the vehicle's windshield.

MyPrivate Transfer undertakes to perform or have performed the transport services in accordance with the booking form and in compliance with all regulations and legislation in force.

In the event of subcontracting, the MyPrivate Transfer company ensures that the people and companies it uses meet the same conditions.

## **7 - RESPONSIBILITIES**

MyPrivate Transfer is guaranteed by a well-known solvent insurance company which covers the risks associated with its activity in accordance with the regulations in force. In the event of a dispute, the responsibility of the MyPrivate Transfer company can only be accepted on the condition that the customer provides proof of wrongful behavior on the part of the latter and of a causal link with the alleged damage.

MyPrivate Transfer Unlimited Corporate P&C insurance covers corporate liabilities.

The customer is responsible for his actions legally and criminally.

## **7 - 1 - RESPONSIBILITY OF THE CUSTOMER AND OF THE TRANSPORTED PERSONS**

The customer undertakes for himself and for the passengers for whom he has contracted with MyPrivate Transfer to behave responsibly from the time of taking charge, in particular, respecting the driver and the transport equipment as well as the following provisions :

- Compliance with the rules of the Highway Code (wearing of seat belts, car seats, booster seats, etc.),
- No smoking, eating and transporting hazardous materials. If necessary, your driver will stop on the route.
- Prohibition to consume alcohol on board the vehicle,
- Luggage is accepted and remains the responsibility of the customer. The MyPrivate Transfer company cannot be held responsible in the event of damage and / or loss of luggage or electronic device (phone, tablet, etc.).
- Any damage to the vehicle, due to the customer, will be entirely at his expense.
- For any other damage resulting in immobilization of the vehicle: - Actual invoicing + Fixed costs + Loss of revenue over an average of the last 3 months. In the event of degradation resulting in cancellation of the following service, a fixed package of 150.00 € will be applied in addition, payable immediately by credit card.
- In the event of vomiting inside the vehicle, cleaning will be charged € 150.00 incl. Tax in addition to the service payable immediately by credit card.
- Small pets are accepted, provided they are in a transport cage. Large service dogs are allowed.

Failure to comply with these provisions engages the exclusive responsibility of the customer and passengers both with regard to MyPrivate Transfer and to third parties. The MyPrivate Transfer company declines all responsibility for the actions of its client before and after its transport. MyPrivate Transfer 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.

## **7 - 2 - CLAIMS**

Any complaint is only admissible within 5 days of the execution of the transport service concerned. Anything different is the responsibility of the Courts instead of the registered office of the MyPrivate Transfer company.

## **8 - PROVISION / TRANSFER**

### **8 - 1 - TRANSFER:**

The transfer service begins at the address indicated by the customer in the booking voucher and ends upon the arrival of the customer at the address provided.

### **8 - 2 - PROVISION:**

Provision: transport is limited in mileage as part of the provision by the hour:

- 30 kilometers for 1 hour of provision,
- 150 kilometers for 5 hours of provision. Any hour started is due in full.