

GENERAL TERMS & CONDITIONS OF SALE

The present general conditions of sale are concluded between the company EVENDIS, registered with the RCS of Nanterre under the n ° 810758235 ("EVENDIS") and any person, acting in a professional capacity or not, (hereinafter the "Customer") wishing to reserve a transport car service with driver or VTC (hereinafter the "Service") for its own account or that of natural persons who have duly authorized it for this purpose (the "Passenger (s)").

The fact of reserving a Service with EVENDIS entails the full and unreserved acceptance of the Customer and Passengers to the general conditions of sale of EVENDIS (hereinafter the "Conditions of Sale" or "GTC"). Any contrary condition opposed by the Customer or the Passenger, in particular any contrary clause resulting from its own general conditions, is unenforceable against EVENDIS, except with the express, written and prior acceptance of the latter.

EVENDIS reserves the right to modify the GTC at any time. The Conditions of Sale applicable to the reservation of a Service are those in force on the date of the firm reservation of the Service (hereinafter "the Reservation"), materialized by the receipt by EVENDIS of the written confirmation of the reservation.

EVENDIS guarantees the good organization and smooth running of the missions entrusted to it as a passenger transport company.

1. RESERVATION

WARNING

To reserve and / or pay for a Service, the Customer must be of legal age or emancipated minor, be legally capable of contracting and comply with the General Conditions of Sale.

The Customer is responsible for the reservations he makes both in his own name and on his own behalf and on behalf of Passengers when acting on behalf of the latter. The Client guarantees the veracity and accuracy of the information he provides.

RESERVATION REQUEST

The reservation request for a Service can be made by telephone, by email and by any other means approved by EVENDIS. When made by telephone, the reservation request must necessarily be confirmed in writing, by email.

The reservation request must mention the following minimum information:

- Dates, times, and routes.
- The date, time and place of initial pick-up of the Passenger (s)
- The final drop-off location and intermediate stops to be observed if there are any.
- The number of people to be transported.
- The approximate number and overall volume of Luggage.
- Means of communication.
- Passenger telephone number.
- Passenger's email.
- Desired vehicle model or category.

ISSUANCE OF A QUOTE

Upon receipt of the reservation request, EVENDIS establishes a quote based on the information provided by the Client or Passenger.

Any change in the information transmitted is liable to modify the initial price of the Service (change of vehicle model, capacity, mileage, time overrun, etc.). In addition, any service not provided for in the estimate is billable in addition to it.

RESERVATION CONFIRMATION

If the quote is accepted, the Customer must confirm by return email with the mention "Validated", with the stamp and / or signature of the principal.

Receipt by EVENDIS of the Confirmation of the reservation entails the formation of the transport contract between EVENDIS and the Customer.

2. PRICES

The Services are offered at the prices indicated in the EVENDIS price list appended to the estimate.

The pricing rules are likely to vary depending on certain circumstances such as public holidays, busy period, pick-up area and / or use of the Service, time of day etc.

The prices are mentioned inclusive of tax and include:

- the chauffeur service.
- fuel.
- professional liability insurance for "persons transported" against payment.
- VAT at the rate set by the regulations in force.

Unless expressly stated otherwise in the quote, prices do not include congestion charge systems, motorway tolls, parking meters, parking fees, entrance fees to sites, public or private properties, meals for the driver. These are invoiced for any Service order lasting more than three (3) hours:

- Ends after 12:00 or
- Starting before 1:00 p.m., or
- Ends after 8:00 p.m., or
- Starting before 9:00 p.m.

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

EVENDIS reserves the right to modify the price list at any time without notice. These changes will be communicated to the Customer and will apply to all Services reserved after updating the price list.

HOURLY OR KILOMETRIC EXCEEDING (EXCLUDING TRANSFER SERVICES)

For any Service, EVENDIS may decide on a minimum billing specified in the quote.

At any time during a Service, the Customer can decide to change the destination or to stop it. In this case, the Customer will be billed for the time and distance traveled and made and at the minimum of the fixed price provided for when booking.

Any schedule overrun on the scheduled return time will be billed in addition based on the current rate indicated in the rate schedule. Any kilometer overrun will also be invoiced according to the rates in force indicated in the price list.

3. CONDITIONS OF EXECUTION OF THE SERVICE PASSENGER CARE

The Passenger (s) are required to comply with the management rules indicated by EVENDIS and / or the Driver assigned to the performance of the Service. EVENDIS cannot be held liable in the event of non-compliance by the passenger or passengers with the support procedure which has the effect of preventing the performance of the Service.

Traffic laws require Passengers to fasten their seat belts at the front and rear of the vehicle. Failure to comply with this rule releases EVENDIS from liability in the event of an accident.

EVENDIS may choose to subcontract, transfer, or assign all or part of the Service to a third party of its choice, without first notifying the Customer.

The photographs and images available on the EVENDIS website are not contractual. EVENDIS will not be responsible if the car and / or the driver do not match the photographs or images.

EVENDIS declares that the vehicles assigned to perform the Services are equipped with a geolocation system. By accepting the Services of EVENDIS, the Customer consents to the use of this geolocation system.

VEHICLE CAPACITY - NUMBER OF PASSENGERS CARRIED

The maximum number of passengers in the car (including the Driver) must not exceed the maximum number of passengers mentioned in the technical specifications of the car. The Driver and / or EVENDIS reserves the right to refuse a passenger exceeding these limits.

4. MODIFICATION AND CANCELLATION OF RESERVATIONS

Modification or cancellation requests are made according to one of the authorized processes for the reservation of the Services.

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Any modification or cancellation of the Reservation must be made to EVENDIS at least two (2) hours before the agreed time of the Service.

CONDITIONS VALID FOR ANY SERVICE

Any incidental external costs incurred by EVENDIS (guides, hostesses, security guards) as part of a Service canceled less than 24 hours before the agreed start time will be invoiced in full.

CONDITION VALID FOR ANY SERVICE PERFORMED IN SEDAN, MINIBUS AND VAN:

In the event of late cancellation (less than two hours before the agreed time of the Service) or of a "no show" 60 min after the appointment time fixed when booking the Service, the Customer will be charged the amount on higher between the price of the transfer from the planned pick-up location to the garage on the one hand, and that of the time actually spent waiting for the Customer at the meeting place, on the other hand.

In the event of modification of the Reservation, the Service actually provided is invoiced.

CONDITIONS VALID FOR ANY SERVICE PERFORMED BY A COACH WITH MORE THAN 9 SEATS.

In the event of late cancellation (less than two hours before the agreed time of the Service) or of a "no show" 60 min after the meeting time fixed when booking the Service, the Customer will be invoiced the amount of the totality of the Service initially planned multiplied by the following percentage:

Between 72 hours and 48 hours before the start of the Service: 10%

Between 48 hours and 24 hours before the start of the Service: 50%

Less than 24 hours or No Show: 100%

EVENDIS reserves the right to apply different cancellation or modification conditions, especially in the event of a period of high activity or for Services involving a large number of Vehicles. These special conditions will appear in the estimate or the order summary received by the Customer and will prevail over these provisions.

5. DELAY

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

DELAY OF THE DRIVER

The driver is deemed to be late if he arrives after the meeting time fixed when booking the Service. In the event of a delay, EVENDIS contacts the Customer to warn him of this delay and, if it is not possible to take charge, offers him an alternative solution. In the absence of an alternative solution, the Customer may be compensated, compensated, or reimbursed, it being understood that the amount reimbursed, as well as the liability of EVENDIS, will be limited to the planned amount of the reserved Service or, when the latter is not determined, to a maximum of 150 Euros.

CUSTOMER DELAY

The Driver is required to wait for the Client 60 minutes after the meeting time. After this period, the Customer does not present at the pick-up point is deemed to be absent ("no-show"). In this case, the Customer will be invoiced for the highest amount between the price of the transfer from the planned pick-up location to the garage, on the one hand, and that of the time actually spent waiting for the Customer at the meeting place, on the other hand.

6. COMMITMENT AND RESPONSIBILITY

EVENDIS acts as a passenger transport company with drivers and as such declares to comply with the professional regulations in force.

It assumes the safety obligation of any professional transporter towards the persons transported as well as the responsibilities related to the control of the passenger transport vehicle, whether it is the owner or the lessee. EVENDIS declares to be the holder of an insurance contract covering its professional civil liability for the exercise of the passenger transport activity and in particular all the financial consequences of bodily injury, material and immaterial for which it would have to answer in the within the framework of the performance of the Services, in particular following a traffic accident and this from the passenger getting in the Vehicle until his descent, with the exception of damage caused by the fault of the passenger.

7. DETERIORATION

The Customer will be responsible for any damage caused by him or by the people with him in the car (except the Driver) or the Passenger (s) during the Service, inside the Car, and will be invoiced accordingly for any repairs or repairs necessary to restore the Car to good working order and / or cleanliness and / or presentation.

8. SETTLEMENT, PAYMENT AND SUPPORTING DOCUMENTS

TERMS OF PAYMENT FOR THE SERVICE

EVENDIS accepts the following payment methods: cash, bank cards (Visa, American Express, Diners Club, MasterCard), transfers (charges payable by the issuer).

When booking the Service, the Customer must provide the following documents:

- The numbers of a valid credit card (including the security code)
- A copy of their identity card, passport, or any equivalent document

INVOICING – PAYMENT

The Service will be invoiced from the date mentioned in the Reservation. EVENDIS will send the Customer the final invoice for the Service by email, considering any additional charges or applicable modifications.

The Service is payable in cash upon completion. The Customer is informed that the debit can occur immediately after the execution of the Service.

In the case of Services carried out over several consecutive days, EVENDIS may be required to charge each day the estimated amount of the Service from the previous day.

If the person transported has the status of "account customer", the Service gives rise to invoicing payable on receipt, before the 15th of the month following that of its execution, unless expressly provided otherwise.

LATE PAYMENT

Any delay in payment automatically entails, from the day following the date of payment appearing on the invoice, the payment of penalties of an amount at least equivalent to three times the legal interest rate as well as the application of "a lump sum for costs administrative recovery of a lump sum of € 40 excluding tax per unpaid invoice ("the Penalties"), in accordance with the provisions of Article L441-6 of the Commercial Code.

CLAIM

In the event of a dispute regarding the amount of the invoice or the terms of performance of the Service, the Customer may send a complaint by registered letter with acknowledgment of receipt (LRAR) to EVENDIS at the following address: EVENDIS - 8 Avenue Duval le Camus - 92210 Saint Cloud Any complaint is only admissible within 7 days of the execution of the relevant Service and in writing, failing which it cannot be considered.

9. PERSONAL DATA

These Conditions are subject to the regulations relating to the protection of personal data (Regulation (EU) 2016/679 of April 27, 2016 and the "Informatique et Libertés" law n ° 78-17 of January 6, 1978).

The personal data collected by EVENDIS during the Reservation and the performance of the Services (in particular via the geolocation system with which the Vehicles are equipped) are:

- The identification data as well as the postal, telephone and electronic contact details of the Customer.
- the email address and telephone number of the Passenger (s);
- data relating to means of payment.
- data relating to the movements and location of the Vehicle.
- data relating to the speed of movement of the Vehicle and the distance traveled.

EVENDIS may only use the Personal Data communicated by the Customer to send him advertising information or commercial offers from its business partners, subject to having obtained his consent.

By accepting these T & Cs, the Customer accepts the collection and processing of the aforementioned personal data for the purposes referred to above, by EVENDIS responsible for processing.

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DATA CONSERVATION

EVENDIS records and stores personal data relating to the Service for a period of two (2) years from the date of the Reservation. At the end of this period, the said personal data may be archived by EVENDIS in order to enable it to comply with the accounting, tax and legal obligations incumbent on it (in particular the 5-year limitation period applicable to the Contract / article 2224 of the civil code ; 10-year period for keeping invoices / L123-22 of the Commercial Code). EVENDIS has the technical means enabling it to guarantee the confidentiality and security of the data collected.

CUSTOMER RIGHTS

The Customer has the right to access data concerning him. He can at any time ask:

- rectification, updating and / or deletion of their personal data.
- limitation of the processing of their data.
- the portability of its data.
- opposition to the processing of their data for legitimate reasons.

To exercise these rights, the Customer can send his request by mail to:
EVENDIS
8 Avenue Duval le Camus
92210 Saint Cloud

The Customer must attach proof of identity to exercise the aforementioned rights.

10. INTELLECTUAL PROPERTY

The EVENDIS website, including, but not limited to, photographs, graphics, client interface, editorial content, scripts and software, contain information and material belonging to EVENDIS and / or its sub - contractors, protected by the law on intellectual property. The Customer expressly acknowledges that he must not use this information or documents, except for use in accordance with the General Conditions.

The Customer must not copy, reproduce, display, or use any element of the EVENDIS website protected by intellectual property in any way without the prior written consent of EVENDIS.

The Customer must not establish a connection, including through a hyperlink, "mirror", whether electronically or otherwise, to any part of the website or application without the prior written consent. by EVENDIS

11. APPLICABLE LAW

The General Conditions and any related contract are exclusively executed, governed and interpreted in accordance with French law.

In the event of any discrepancy or conflict between the English and French version of the General Conditions, the French version will prevail. The English version is provided for informational purposes only.

In the event of a dispute, the Customer will contact EVENDIS to obtain an amicable treatment of his complaint.

Any dispute that cannot be resolved amicably will be:

- subject to the exclusive jurisdiction of the French courts if the Customer is a consumer.
- subject to the exclusive jurisdiction of the Commercial Court of Nanterre if the Client is a trader.

If one or more stipulations of these General Terms and Conditions of Sale are declared null or inapplicable, the other stipulations will retain all their force and scope