

# Voitures Schwendi - Terms and Conditions

## Definitions

**The Client** is either a natural person or a corporate entity whose representative is acting on its behalf having:

1. ordered a Schwendi Cars service provision, either directly or through an authorized partner,
2. been informed of the terms of sale and
3. fully accepted these terms of sale on their behalf.

**The Recipient** is the Client itself or any person designated by it who will benefit from the journey it has reserved.

**Schwendi Cars** is Voitures Schwendi, a service from Franck Thomas El Located at 8, rue Jean Baptiste De Salomon in Ingersheim (68040) SIRET 498.652.338.00035, is a transportation service for consideration of people and their luggage on board a vehicle with driver at their disposal.

**The order** corresponds to a reservation for travel made and approved by the Client, by any technical means at its disposal.

**The journey** means the provision of services, transport of person(s), provided to the Recipient and comprising a journey from one place to another predetermined by the Client in the order.

**The driver** is the person, staff member or the Executive of Schwendi Cars who drives the vehicle and ensures the comfort and safety of passengers.

## Article I - Application of general conditions of sale

Only the French version of the general conditions of sale shall prevail. The same goes for any document issued by Schwendi Cars to the Client or the Recipient. Commercial offers, quotations, service proposal, contracts, purchase orders, invoices etc. will be written in French, and only this French version is binding. Schwendi Cars cannot guarantee the accuracy of any translations of these documents. It is up to foreign Clients to make the necessary checks before ordering.

These general conditions of sale are brought to the attention of the Client and Recipient by hyperlink on the homepage of the Schwendi Cars website (voitures-schwendi.eu). This web link will be called up for sending quotes electronically. The full text of these terms and conditions will be attached to the quote given to the Client or sent by post.

Consequently, the placing of an order implies full and unreserved acceptance by the Client and Recipient of these terms and conditions of sale.

## Article II - Placing an order

The Client can place an order:

1. By phone at +33.(0)6.63.86.24.82. In this case, the confirmation of the availability of Schwendi Cars is immediate.
2. By Internet on the Schwendi Cars website (voitures-schwendi.eu). The Client fills in the booking form. Schwendi Cars is committed to confirm its availability in the two hours following the receipt of the request. This ordering method is not suitable for booking a journey to be made on the same day.

Following confirmation of availability, and if time permits before the journey, Schwendi Cars sends the Client a quote by e-mail including flat rate fare to which may be added waiting time and the amount of tax, tolls, parking or other external costs.

The Client must pay a deposit of 40% of the total estimate. Payment is made by:

1. Credit card by driver going to see the Client (mandatory for journeys to be completed within 3 days);
2. Bank transfer to the Schwendi Cars account (possible for journeys to achieve within three days minimum);
3. At Schwendi Cars headquarters by credit card or cash.

After payment of the deposit, the order is considered firm.

If the period for a quote before making a journey is too short, the flat rate and the amount of supplements is e-mailed to the Client who must then confirm the agreement confirming firm order by return e-mail.

It is expressly agreed between the parties that the computer records or Client

record are sufficient evidence of the order placed by the Client.

## Article III - Order fulfilment

The journey takes place on the date, time and address stated when ordering.

Schwendi Cars notifies the Client of the imminent arrival of the driver by sending an SMS (if mobile number is provided).

In case of non-presentation of the Recipient twenty minutes after the scheduled time, and if there is no reply to phone calls, the driver is free to go. Schwendi car will then charge the Client a cancellation fee, the amount of which is set out in Article IV.

If the Recipient is to be met on arrival at an airport or a train station, the service provides 30 minutes waiting time after the original time of arrival stated in the order to compensate for any delay in flight / train times. Beyond those 30 minutes, the wait will be charged at the current rate.

Should the Recipient pick-up point change (for example, due to diversion of the aircraft to another airport), and within the limits of availability of drivers, Schwendi Cars sends the Client the details of the supplementary costs that would be charged to move to the new airport by e-mail or sms. The Client is free to reject the offer and will in this case pick-up the Recipient himself. The Client will however be charged a cancellation fee, the amount of which is set out in Article IV, plus any waiting time beyond the first half hour.

If the Client is the Recipient on the plane, unable to communicate, the move to the new airport is deemed accepted along with the supplementary tariff supplements that this involves.

The driver may refuse to pick-up the Recipient if they are extremely intoxicated, in the presence of a dirty or dangerous animal, in case of danger to the safety of the driver or vehicle or in case of incorrect information transmitted by the Client. In this case a journey cancellation fee will be charged to the Client, the amount of which is set out in Article IV.

The driver may also cut short a journey if the Recipient, the persons accompanying him, his luggage or animals came to represent a danger or a nuisance particularly if their behaviour does not comply with these terms and conditions. In this case a journey cancellation fee will be charged to the Client, the amount of which is set out in Article IV.

In any situation, the driver is obliged to respect the rules of the Highway Code and all applicable laws and regulations in force in the place where the journey takes place.

For journeys over two hours of continuous driving, the driver will take 15 minute breaks every 2 hours at a suitable location. These breaks are charged at the standby rate. Depending on the distance and hours of the journey, driver's meal and hotel expenses on site should be charged to the client at the standby rate, as far as possible the amount of those expenses will be included in the quote.

The vehicle can carry four people with luggage or six people without luggage. The driver may refuse the carriage of parcels whose dimensions, bulkiness and weight are not compatible with a motor vehicle.

Pets are allowed provided they do not pose a danger to the driver, passengers and/or car and do not cause significant contamination of the vehicle.

Any additional unscheduled stop not stated in the initial order will be charged at the standby rate. In the event of an extended stop on request of the Recipient, or change of journey, and subject to the availability of the driver, the change will be the subject of an additional fee which will be charged extra.

At pick-up, the Recipient may change their destination. This change is considered as a new order with calculation of a new flat rate. This new journey replaces the original order and involves no cancellation fees.

Schwendi Cars chooses the shortest and fastest route, or the most appropriate depending on traffic disruptions (roadworks or reported accident). Quotes offered to Clients are calculated based on the mileage advertised on the Google Maps service<sup>®</sup>. To meet the characteristics of the estimate, the driver will follow this route, unless there are reasons to deviate.

Any change in itinerary requested by the Client, involving a substantial change in the number of kilometers from the estimate, will be charged as extra.

After starting the vehicle, the journey is deemed to have been made and the price is fully payable by the Client.

## **Article IV - Fees and cancellation policy**

The price of the journey is flat rate and takes into account various factors, such as distance, time, duration, and the time of year where the journey takes place. It may also take account of particular driving difficulties (e.g. snowy mountain roads).

The rate actually applied is shown in the offer sent to the Client and duly accepted.

The prices indicated on quotations and purchase orders are valid for that journey as described in the e-mail or quote.

Cancellation fees consist of:

1. The 40% deposit (paid or payable by the Client) when the cancellation of the journey takes place more than 48 hours before the date and time specified for the journey or the first journey of a round trip.
2. Of the total fare initially communicated to the Client when the order cancellation occurs less than 48 hours before the date and time specified for the journey or the first journey of a round trip.
3. Of the total fare initially communicated to the Client, when the cancellation is subsequent to one of the cases provided for in Article III.

## **Article V - Payment**

The journey is payable by cash, credit card or by bank transfer to the Schwendi Cars bank account prior to the journey being made.

Whatever the method of payment chosen by the Client, the payment (or the balance of the total journey) is due at the start of the journey, net without discount. An invoice detailing the price and characteristics of the journey will be sent to the Client on request. If necessary, the Client will receive an invoice detailing the amount of the cancellation fee.

In case of late payment, the Client will be charged an overrun fee at three times the rate of legal interest, calculated on the amount of all sums due. All invoices recovered by the litigation department will be increased under the terms of the penalty clause by a sum that cannot be reduced equal to 30% of the amount due.

## **Article VI - Responsibilities**

The Recipient undertakes to act in a responsible manner. They must in particular monitor their children, pets or luggage.

Passengers are requested not to consume food or beverages in the vehicle, except for the bottle of water that is given to them free of charge, upon request, at the beginning of the journey.

In case of damage or contamination of the equipment or vehicle due to the Recipient or persons accompanying them, or due to their animals or baggage Schwendi Cars will invoice them for the cost of returning the vehicle to its correct state. If necessary, this may include the hire of a replacement vehicle during the repair work.

Adults and children passengers are required to fasten their seatbelts. Otherwise, offenders face a fine during checks by police or gendarmerie. These fines are the responsibility of the passenger(s) concerned.

For safety reasons, it is forbidden to smoke in the vehicle and transport corrosive, toxic, flammable or explosive substances. It is also forbidden to carry any illegal products or substances. Failure to comply with this prohibition is the responsibility of the Client and the Recipient.

The luggage must be placed in the trunk of the vehicle and remains the sole responsibility of the Recipient. No baggage may be entrusted to the driver. The driver may refuse baggage where the weight or dimensions are excessive and those it considers prejudicial to the security of transportation.

Schwendi Cars agrees to implement all means necessary to ensure the transport of the Recipient from one place to another predetermined by the Client when ordering in the best time and in optimal safety conditions.

Schwendi Cars is guaranteed by a reputable insurance company to covers the risks associated with its business in accordance with the law. Passengers, third parties in relation to the driver, are covered fully comprehensible for personal injury, material and immaterial damage they may suffer subsequent to a traffic accident and that without limit, from the time they step into the vehicle to the time they alight, with the exception of damage cause by themselves. For your security, wait in the vehicle until the driver opens the door.

It is expressly agreed that delays in transit times due to unforeseen traffic

problems (congestion, accidents, detours, weather, events, etc.) will not qualify for compensation.

Claims are possible within 48 hours after the journey, by registered letter with acknowledgment of receipt sent by the Client to Schwendi Cars.

Schwendi Cars' cannot be held liable for transport service limitations, waiting times or other problems inherent in the use of the Internet and communication media.

By accessing the website or using a computer application, the Client declares that they know the characteristics and limits of the Internet and, in particular, the response time for consultation or use, as well as risks related to the security of communications. Schwendi Cars cannot under any circumstances be held liable for such inherent risks.

Schwendi Cars cannot be held liable in case of force majeure as defined by the courts and the law and, more generally, in the following cases: computer or telecommunication networks failure preventing the availability of online services, strike, demonstration, weather, traffic accident disrupting traffic, traffic jam on an unusually large scale.

## **Article VII - Guarantees**

Schwendi Cars is duly recorded in the Register of Tourism Car Operators with Driver under the number: EVTC068130003. Schwendi Cars undertakes to check the compliance of drivers and vehicles with the regulations, including those relating to the operation of passenger cars with driver.

## **Article VIII - application of the Data Protection Act**

Schwendi Cars respects the Data Protection Act of 6 January 1978, protects the privacy of your personal data and will not disclose to third parties, unless with your prior consent. If the Client has contacted Schwendi Cars through the intermediary of intermediate channel (e.g. hotel), the partner is responsible for compliance with the Data Protection Act, and Schwendi Cars cannot be held responsible for its possible shortcomings.

According to the Data Protection Act, the Client has a right to access and correct data. Any request should be addressed to Schwendi Cars, indicating the purpose of the request so that Schwendi Cars can take steps as soon as possible.

## **Article IX - Dispute settlement**

The Client and Schwendi Cars will endeavour to resolve any dispute which may arise between them in the execution or interpretation services in a cordial manner.

In the absence of agreement within one month of the occurrence of a dispute, the matter will be submitted to the Commercial Court of Colmar, whose jurisdiction is expressly recognized by the Client.