

CHABÉ

TERMS OF SALE

These terms and conditions of sale are applicable between Chabé, company registered number 314 613 720 on the Nanterre Companies Register (“Chabé”), and any person, in a business capacity or otherwise, (hereafter the “Customer”) wishing to book a chauffeur-driven car service (the “Service”) for themselves or for individuals who have duly instructed said person in this regard (“Passengers”).

By booking a Service with Chabé, the Customer and Passengers fully accept Chabé’s terms of sale (hereafter “Terms of Sale” or “ToS”). Any terms to the contrary imposed by the Customer or the Passenger, including any contrary clause arising from their own terms and conditions, are inapplicable to Chabé, without its express, written and prior consent.

Chabé reserves the right to amend the ToS at any time. The Terms of Sale applicable to the booking of a Service are those in effect on the date of the firm booking of the Service (hereafter “Booking”), formalised by Chabé’s receipt of the written confirmation of the booking.

Chabé guarantees the proper organisation and efficiency of the services it performs as a passenger transport company.

1. BOOKINGS

NOTICE

To book and/or pay for a Service, the Customer must be an adult or emancipated minor, have the legal capacity to enter into a contract and comply with the Terms of Sale.

Customers are responsible for the bookings they make on their behalf and for themselves as well as on behalf of Passengers when acting for such Passengers. The Customer guarantees the veracity and accuracy of the information provided.

BOOKING REQUEST

A request to book a Service can be made by ‘phone, email, via the website www.chabe.fr and by any other means approved by Chabé. When a booking request is made by telephone, it must be confirmed in writing, by email or via the Chabé website.

The booking request must include the following minimum information:

-Dates, times and routes:

- Date, time and place of initial pick-up of Passenger(s)

- Final drop-off and stop-offs if any

- Number of people to be transported (indicate if passenger is disabled and/or in a wheelchair):

- Approximate number, weight and overall volume of luggage;

- Contact details:

- Passenger’s telephone number

- Passenger’s email address

- Desired model or category of vehicle.

For any new Customer, the booking will only be confirmed after Chabé verifies the Customer’s means of payment (see “Payment” section below).

QUOTES

On receipt of the booking request, Chabé issues a quote based on the information provided by the Customer or Passenger.

Any change in the information provided is likely to change the initial price of the Service (change of vehicle model, capacity, mileage, excess time, etc.). In addition, any service not indicated in the quote is billable in addition.

BOOKING CONFIRMATION

If the quote is accepted, the Customer must confirm the booking in writing to Chabé by a means approved by Chabé (“Booking Confirmation”).

Receipt by Chabé of the Booking Confirmation constitutes the formation of the transportation contract between Chabé and the Customer.



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2. FARES

Services are offered for the fares indicated in Chabé's fare schedule attached to the quote.

Fares may vary based on certain circumstances such as public holidays, peak periods, pick-up area and/or area where the Service is used, time of day etc.

Fares are quoted with tax and include:

- chauffeur service,
- fuel,
- professional liability insurance for "passengers transported" for payment,
- VAT at the rate set by current regulations.

Unless expressly stated otherwise in the quote, rates do not include city toll systems, motorway tolls, parking meters, parking fees, entrance fees to sites, public or private property, chauffeurs meals. The latter are billed for any Service order of more than three (3) hours:

- Ending after 1:00 p.m. or
- Starting before 1:00 p.m., or
- Ending after 8:45 p.m., or
- Starting before 9:00 p.m.

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

The price of the Service indicated in the quote issued by Chabé may be adjusted by Chabé to take into account increases in the price of fuel and any costs incurred for the purposes of fulfilling the service.

Additional charges may be applied for specific requests from the Customer, such as a child's car seat or special refreshments. Such charges will be detailed in the quote or Booking Confirmation.

Chabé reserves the right to alter the fare schedule at any time without notice. Such alterations will be notified to the Customer and will apply to all Services booked after the fare schedule is updated.

EXCESS TIME OR MILEAGE (EXCLUDING TRANSFER SERVICES)

For any Service, Chabé can decide on a mini-

mum charge indicated in the quote.

At any time during a Service, the Customer can decide to change the destination or interrupt the Service. In this case, the Customer will be charged for the time taken and distance travelled and the flat rate indicated at the time of booking at least.

If the stated return time is exceeded, this will be charged in addition on the basis of the current fare rate indicated in the fare schedule. Any excess kilometres will also be charged according to the current fare rates indicated in the fare schedule.

3. TERMS OF PERFORMANCE OF SERVICE

PASSENGER PICK-UP

Passengers are required to comply with the pick-up requirements indicated by Chabé and/or the chauffeur assigned to perform the Service. Chabé cannot be held liable if the Service cannot be performed due to the passengers' failure to comply with the pick-up procedure.

The Highway Code requires Passengers to fasten their seat belts in the front and rear of the vehicle. Failure to comply with this rule releases Chabé from liability in the event of an accident.

Chabé maintains a strict non-smoking policy in all of its vehicles. Failure to comply will result in a fixed charge of €250 including tax being applied for cleaning and refurbishment costs.

The consumption of alcohol in vehicles is not permitted without Chabé's express written permission. The chauffeur and/or Chabé have the right to refuse to carry any Passenger who is believed to be under the influence of alcohol or drugs and whose behaviour poses a threat to the chauffeur, the car or any other passenger.

Chabé 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.



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The photographs and images available on Chabé's website, in its brochures and in any presentation material are non-contractual. Chabé will not be liable if the car and/or chauffeur are not the same as the photographs or images shown.

Chabé states that the vehicles used to perform the Services are equipped with a GPS system. By accepting Chabé's Services, the Customer consents to the use of this GPS system.

LUGGAGE POLICY

The total weight of luggage is limited to what is compatible with the vehicle used, based on the space available. The chauffeur and/or Chabé may refuse luggage or items exceeding this limit. In particular, for safety reasons, Chabé will refuse to load any bulky luggage into the passenger area of the vehicle, Chabé will not be held liable for any loss of luggage during or after the Service. Passengers are responsible for their personal belongings and Chabé will not be held liable for any loss or deterioration of such belongings.

VEHICLE CAPACITY – NUMBER OF PASSENGERS CARRIED

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

PETS

Small dogs and other small pets weighing no more than 6 kg, suitably contained in a carrier of no more than 45cmx30cmx25cm are allowed in vehicles, up to a maximum of two. Subject to this requirement, no other pets are allowed in vehicles.

4. CHANGING AND CANCELLING BOOKINGS

Requests to change or cancel bookings are made through one of the authorised processes for booking Services.

Bookings must be changed or cancelled with Chabé at least two (2) hours before the agreed time of the Service.

After this time, Chabé will charge all or part of the booked service according to the following terms.

TERMS VALID FOR ANY SERVICE

Any unrelated ancillary costs incurred by Chabé (guides, hostesses, security guards) as part of a Service cancelled less than 24 hours before the agreed start time will be charged in full.

TERMS VALID FOR ANY SERVICES IN A SEDAN, MINIBUS AND VAN

In the event of a late cancellation (less than two hours before the agreed time of the Service) or "no show" 60 minutes after the appointment time made when booking the Service, the Customer will be charged the higher of the following two amounts: the price of the journey from the stated pick-up location to the depot or the price based on the time actually spent waiting for the Customer at the meeting point.

If the Booking is changed, the Service actually provided is charged.

TERMS VALID FOR ANY SERVICE PERFORMED BY COACH WITH MORE THAN 9 SEATS

In the event of a late cancellation (less than two hours before the agreed time of the Service) or "no show" 60 minutes after the appointment time made when booking the Service, the Customer will be charged the amount for the entire Service initially stated 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%

Chabé reserves the option to apply different cancellation or change terms, especially during busy periods or for Services involving a large number of Vehicles. These special terms will be indicated in the quote or order summary received by the Customer and will prevail over these provisions.



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5. DELAY

Chabé is not responsible for delays caused in event of force majeure and/or for reasons beyond its control (strikes, natural disasters, train/plane delays).

CHAUFFEUR DELAY

Chauffeurs are deemed late if they arrive after the appointment time made when booking the Service. In case of delay, Chabé contacts the Customer to notify him/her and, if he/she cannot be picked up, offers an alternative solution. If there is no alternative solution, the Customer may be compensated or refunded on the understanding that the amount reimbursed, as well as Chabé's liability, will be limited to the expected amount of the Service booked or, when this is not determined, a maximum of €150.

CUSTOMER DELAY

Chauffeurs are required to wait for the Customer for 60 minutes after the appointment time. After this time, Customers who are not present at the pick-up point are deemed to be a "no-show". In this case, the Customer will be charged the higher of the following two amounts: the price of the journey from the stated pick-up location to the depot and the time actually spent waiting for the Customer at the meeting point.

6. COMMITMENT AND LIABILITY

Chabé operates as a chauffeur-driven passenger transportation company and as such declares that it complies with the applicable professional regulations.

It assumes the safety obligations any professional carrier owes their passengers as well as the responsibilities related to control of the passenger vehicle, whether it owns or leases it.

Chabé states that it holds an insurance policy covering its professional liability for the performance of the business of passenger transport and, in particular, all the financial consequences of bodily injury, property damage and consequential losses it might be liable for in performing the Services, particularly following a traffic accident, between the passenger getting into and leaving the vehicle, except for damages caused by the passenger.

Chabé assigns carefully selected chauffeurs with the necessary permits to perform the Services, in accordance with the needs and requests of the Customer.

7. DAMAGE

Customers will be liable for any damage caused inside the Car by them or by the persons accompanying them in the car (except the chauffeur) or the Passenger(s) during the Service and will be charged accordingly for any repair or remedial work required to return the car to proper working condition and/or state of cleanliness and/or appearance.

8. SETTLEMENT, PAYMENT AND SUPPORTING DOCUMENTS

HOW TO PAY FOR THE SERVICE

Chabé accepts the following payment methods: cash, bank cards (Visa, American Express, Diners Club, MasterCard), transfers (fees paid by issuer).

When booking the Service, the Customer will be required to provide the following documents:

- Valid credit card numbers (including CVC)
- Copy of identity card, passport or any equivalent document

Before the Service is carried out, Chabé checks with the Customer's bank that his/her account has sufficient funds for the Service. Chabé may charge a token amount (€10) to check the validity of the bank card provided as security (this amount being deducted from the final invoice).

Chabé may also request a pre-authorisation to debit the estimated amount of the Services from the Customer's bank.

If the card provided as security is invalid or the account to be debited does not have sufficient funds, the booking made by the Customer cannot be confirmed by Chabé and the Service will not be provided..

For any payment by American Express, a payment charge of up to 3.0% (three percent) of the bill amount will be charged.



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BILLING – SETTLEMENT

The Service will be billed from the date mentioned in the Booking. Chabé will e-mail the final invoice for the Service to the Customer, including any additional costs or changes that apply.

The Service is payable on cash terms on completion. The Customer is informed that the sum due might be debited immediately after the Service is provided.

In the case of Services performed on several consecutive days, Chabé may deduct each day the estimated amount of the Service of the day before, with Chabé being responsible for adjusting the final amount based on the Services billed. If the person transported is an “account-holder”, the Service is billed as payable on receipt, before 15th of the month after the service is performed, unless expressly stated otherwise.

LATE PAYMENT

Any late payment automatically results in the payment of penalties of at least three times the statutory interest rate, from the day after the payment date on the invoice, and the application of a fixed charge for administrative collection costs in the sum of €40 per unpaid invoice (“Penalties”), in accordance with the provisions of article L441-6 of the French Commercial Code.

If Chabé is unable to debit the Customer’s account, for any reason, this constitutes late payment resulting in the application of the above Penalties without notice.

COMPLAINTS

In the event of a dispute over the amount of the bill or the terms of the Service, the Customer can send a complaint to Chabé by registered letter with return receipt to the following address: CHABE 93 Avenue Jules Quentin 92000 Nanterre.

Complaints are only admissible if sent within 8 days of the Service concerned and in writing, failing which they cannot be considered.

9. PERSONAL DATA

These Terms are subject to the personal data protection regulations (including Regulation (EU) 2016/679 of 27 April 2016 and the French data protection act No 78-17 of 6 January 1978).

Personal data collected by Chabé when making the Booking and performing the Services (particularly via the GPS system with which the Vehicles are equipped) include:

- the customer’s identification data as well as
- the Customer’s postal address, telephone number and email address;
- the passengers’ email address and ‘phone numbers;
- data relating to payment methods;
- data relating to the vehicle’s movements and location;
- data on the vehicle’s speed and distance travelled.

PURPOSES OF PROCESSING

The purposes of the processing of such data by Chabé include:

preparation and performance of the contract, including:

- managing and confirming bookings of Services;
- monitoring and billing Services
- emergency calls in the event of an incident or accident;
- complaint management
- combating fraud.

pursuit of Chabé’s legitimate interests in terms of promotion and prospecting, including:

- monitoring the Customer relationship (maintaining customer satisfaction, customer loyalty);
- developing business statistics and/or analyses;
- sharing of advertising information or commercial offers for goods or services similar to those subject to these terms.



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Chabé will only be able to use the Personal Data provided by the Customer to share advertising information or offers from its business partners with the Customer's consent.

By accepting these ToS, the Customer accepts the collection and processing of the abovementioned personal data for the above purposes by Chabé, the data controller.

DATA RETENTION

Chabé records and retains personal data in relation to the Service for a period of three (3) years from the Booking.

At the end of this period, said personal data may be archived by Chabé, so it can comply with the accounting, tax and legal obligations incumbent on it (including the 5-year limitation period applicable to Contracts/article 2224 of the French Civil Code; the 10-year period for the retention of invoices/ L123-22 of the French Commercial Code). Chabé has the technical means to guarantee the confidentiality and security of the data collected.

CUSTOMER RIGHTS

Customers have the right to access data concerning them. They can request the following at any time:

- rectification, update and/or erasure of personal data
- restriction of the processing of their data
- portability of their data
- objection to the handling of their data on legitimate grounds.

To exercise these rights, Customers can send their request to:

Chabé
93 Avenue Jules Quentin
92000 NANTERRE

Customers must enclose proof of identity to exercise the above rights.

10. INTELLECTUAL PROPERTY

Chabé's website, including but not limited to photographs, graphics, customer interface, edi-

torial content, scripts and software, contains information and elements belonging to Chabé and/or its subcontractors, protected by intellectual property law. The Customer expressly acknowledges that he/she must not use this information or these documents, except for use in accordance with the Terms and Conditions.

Customers must not copy, reproduce, display or use any element of Chabé's website protected by intellectual property in any way without Chabé's prior written consent.

Customers must not establish a link, including through a hyperlink or mirror link, either electronically or otherwise, to any part of the website or an application without Chabé's prior written consent.

11. APPLICABLE LAW

The Terms and Conditions and any related contract are performed, regulated and interpreted exclusively in accordance with French law. In the event of a discrepancy or conflict between the English and French versions of the Terms and 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 Chabé to try and resolve the issue.

Any dispute that cannot be resolved by agreement will be:

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

If one or more stipulations of these Terms of Sale are invalid or inapplicable, the remaining stipulations will retain their full force and effect.

VERY IMPORTANT

Passenger transportation for payment is a regulated activity. Only authorised vehicles (chauffeur-driven cars; occasional transport) can perform this service, within the legal and regulatory provisions stipulated. We take the liberty of warning our customers against certain companies or individuals who do not comply with these provisions and cannot offer any guarantees.

