

**PARIS CALECHES** offers carriage rides in Paris throughout the year and "special services" throughout France for individuals and professionals. "Special services" means any service of wedding, TV filming , event, incentive, street marketing, photo shoot, groups transfer of more than 5 people ... etc.

### **1. Application of General Conditions of Sale (G.C.S.)**

**PARIS CALECHES** booking and progress of services as well as services may be associated are subject to these terms and conditions which shall prevail over any **PARIS CALECHES** document including prospectuses, advertising, and / or other document of the customer, including all terms and conditions purchase, those are not binding on **PARIS CALECHES**. Any reservation or purchase of service implies full acceptance by the customer without reservation to these terms of sale.

## **2. RESERVATION AND PAYMENT**

### **2.1 Rides in Paris**

Reservations are recommended for "standard" rides and required for all "custom" rides that gives rise to a quote request from the Client. "Standard" tour, means any trip starting and ending at east pillar of the Eiffel Tower, usual parking point, from Wednesday to Sunday from 1:00 pm to 7:00 pm. "Custom" tour means any trip starting and / or ending somewhere else than at east pillar of the Eiffel Tower and all orders on Mondays and Tuesdays. The reservation will become effective upon receipt by **PARIS CALECHES** of an E-mail Client agreement accompanied by payment of 100% of the total quote amount.

### **2.2 Special Event**

**2.2.1** Reservation is required for all "special" rides that gives rise to a quote request from the Client. The reservation will become effective upon receipt by **PARIS CALECHES** of an E-mail Client agreement accompanied by payment of 50% of the total quote amount.

**2.2.2** Not later than 15 days before the date of the agreed service, a second payment of 50% of the total quotation must be made by the Client, otherwise have received in this period this second installment, **PARIS CALECHES** will consider that reservation is canceled by the Customer and apply the clause of Article 4.1.2.

## **3. PRICE – BILLING - PAYMENT**

**3.1** The prices charged by **PARIS CALECHES** are quoted in Euros inclusive of all taxes and are determined on the basis of pricing conditions in force at the date of booking which are available on the website [www.pariscaleches.com](http://www.pariscaleches.com). They are subject to VAT rates legally in effect and may be revised without prior notice especially when creating any new taxes or charges and / or any change in existing taxes or charges that automatically imply a price adjustment.

**3.2** Unless other prior agreement from **PARIS CALECHES**, the services billed to individuals shall be paid in cash, by credit card (Visa, Mastercard, Amex) via Paypal or bank transfer at the time of order.

**3.2** Unless other prior agreement from **PARIS CALECHES**, professional services billed must be paid by check, credit card (Visa, Mastercard, Amex) via Paypal or by bank transfer upon receipt of the invoice.

**3.3** Any delay in payment shall without further notice incur arrears interest calculated from the due date on the net amount owing on the principal in accordance with the regulations.

## **4. CANCELLATION/LATENESS POLICY**

### **4.1 Cancellation/ Lateness due to the Client**

**4.1.1** For "standard" and "custom" rides, in case of cancellation for any reason whatsoever by the Customer :

- up to 15 days before the date of the agreed service, **PARIS CALECHES** will charge the Customer 0% of the total amount,
- from the 14th day to the 7th day before the date of the agreed service, **PARIS CALECHES** will charge the Customer 20% of the total amount,
- from the 6th day to the eve of the agreed service, **PARIS CALECHES** will charge the Customer 50% of the total amount,
- the day of the agreed service, **PARIS CALECHES** will charge the Customer 100% of the total amount. It will be the same, if the customer does not show up on the day of service,
- In case of delay of less than 15 minutes, the service will be held on time remaining on the time slot originally booked.
- In case of delay of more than 15 minutes without client call to prevent its arrival time, the service will be canceled and all amounts paid acquired.

**4.1.2** For "special" rides, in case of cancellation for any reason whatsoever by the Customer :

- up to 15 days before the date of the agreed service, **PARIS CALECHES** will charge the Customer 0% of the total amount,
- from the 14th day to the eve of the agreed service, **PARIS CALECHES** will charge the Customer 50% of the total amount,
- the day of the agreed service, **PARIS CALECHES** will charge the Customer 100% of the total amount. It will be the same, if the customer does not show up on the day of service,
- In case of delay, the service will be held on time remaining on the time slot originally booked.

Exclusions : 1st of January, February 14, December 14, 25, 31. Reservations for those days shall be deemed final and non-refundable.

### **4.2 Cancellation due to PARIS CALECHES**

In case of cancellation due to **PARIS CALECHES** for any reason whatsoever, the client will be fully refunded, excluding all damages and interest charges.

## **5. Complaints**

Claims of a commercial nature or relating to the quality of services provided, shall be sent by registered letter with acknowledgment of receipt to the company **PARIS CALECHES** - 47 Boulevard de Courcelles - 75008 Paris - FRANCE, no later than within 15 days the date of the service provided. Complaints will be accepted to the extent that the difficulties which they are subject have been reported on site to allow for remedy and limit the damage that could invoke the Client.

## **6. CONDUCT OF RIDES**

### **6.1. Rights and Obligations of PARIS CALECHES**

**6.1.1 PARIS CALECHES** undertakes to implement appropriate means to ensure the smooth running of services in accordance with the reservation and declares to have subscribed the necessary insurance to exercise its activities.

**6.1.2** Rides being subject to the rules applicable to traffic, **PARIS CALECHES** reserves the right to change, without notice or liability, its rides (especially with regard to the route ...) or cancel at any time, including the day of departure, under the above rules or case including, without this list being limiting, force majeure, acts or terrorist threats, storms, instructions given by the administration, mechanical problems and in general of any event likely to endanger the safety of persons and property transported.

### **6.2 Rights and Obligations of Guests**

**6.2.2** No later than 10 minutes before the scheduled departure time, the customer or the entire group must be present at specified meeting point.

The company **PARIS CALECHES** reserves the right, in case of delay of the Client to reduce the ride of the time equivalent to the delay, or charge extra time if the booking schedule permits. In all cases, the customer may not claim refunding of the service purchased.

**6.2.3 PARIS CALECHES** reserves the right to refuse passengers whose behavior would be likely to disturb the smooth running of the ride.

**6.2.4** From the time he was invited to board the carriage, each passenger must comply strictly with the instructions and safety instructions given by the staff and will be required to ensure his own safety and that of people he would care and / or goods (clothing, luggage and other personal effects) that it would be owner, holder or custodian; It is not permitted in particular to stand up without being invited or leaning out of the carriage during the ride.

## **7. RESPONSABILITIES**

**7.1.1** Rides being subject to all road traffic rules in force, **PARIS CALECHES** shall in no event be held responsible for any alteration or cancellation of a service resulting from the application of the above rules and general of any event likely to endanger the safety of persons and property transported.

**7.1.2 PARIS CALECHES** shall under no circumstances be held liable for damages of any kind arising chiefly force majeure, acts or threats of terrorism, storms, technical incidents, and generally any other events of any nature whatsoever which would be independent of the will of **PARIS CALECHES**.

**7.1.3. PARIS CALECHES** disclaims any liability for any theft or damage to clothing, hand luggage and other personal belongings of passengers, and reserves the right to charge the Customer for any damage caused to the carriage and its equipment by himself, and in general any person whose he is responsible (minor, member of his group, chosen provider etc...).

**7.1.4 PARIS CALECHES** disclaims any liability for any failure by the Customer of these terms and conditions, and regulations of general and special police, without prejudice to any damages and interest it may claim for damages it has suffered as a result of such failure.

## **8. APPLICABLE LAW AND JURISDICTION**

In case of dispute relating to these terms and conditions of sale and related services governed, unless otherwise expressly designated by the parties jurisdiction, the French courts will be competent and the only French law applicable. Disputes arising between **PARIS CALECHES** and its clients enrolled in the Register of Commerce and Companies will be submitted to the Commercial Court of Paris.