GENERAL TERMS AND CONDITIONS OF SALE

Sh Luxury – Chauffeur-Driven Transportation Services

These General Terms and Conditions of Sale (hereinafter the "GTC") are entered into between **Sh Luxury**, a company registered with the Cannes Trade and Companies Register under number **948 006 986**, whose registered office is located at **4 rue Achard, 06400 Cannes** (hereinafter "Sh Luxury"), and any natural or legal person, acting in a professional capacity or otherwise, wishing to book a chauffeur-driven passenger transportation service (hereinafter the "Client").

The service is provided for the benefit of the Client and/or the passengers appointed by the Client (hereinafter the "Passenger(s)").

Any booking of a service with Sh Luxury implies the full, complete and unconditional acceptance by the Client and the Passengers of these GTC, which shall prevail over any other terms unless expressly agreed in writing by Sh Luxury in advance.

Sh Luxury reserves the right to amend these GTC at any time. The applicable GTC are those in force on the date the booking is confirmed.

1. BOOKING

1.1 Capacity to Contract

The Client declares that they are of legal age (or an emancipated minor), legally capable of entering into a contract, and acting both on their own behalf and on behalf of the Passengers.

The Client is responsible for the accuracy and completeness of the information provided at the time of booking.

1.2 Booking Request

Any booking request may be made by telephone, email, via the website **www.shluxury.fr**, or by any other means accepted by Sh Luxury.
Any verbal request must be confirmed in writing to be taken into account.

The request must in particular specify:

- the date, time and place of pick-up,
- the final destination and any intermediate stops,
- the number of passengers (and any specific needs where applicable),
- the category or model of vehicle requested and the approximate volume of luggage,
- telephone and email contact details.

1.3 Quotation and Confirmation

Based on the information provided, Sh Luxury will issue a quotation.
The booking becomes firm and definitive only upon written acceptance of the quotation by the Client.

Any modification to the information provided (schedule, itinerary, duration, vehicle, number of passengers, etc.) may result in a price adjustment.

2. PRICES

Prices are expressed in euros (€), all taxes included (TTC), unless otherwise stated.

Unless expressly specified in the quotation, prices include:

- provision of a vehicle with chauffeur,
- fuel,
- mandatory insurance,
- standard toll charges.

2.1 Included Waiting Time – Transfers

- **Airport (commercial flight)**: 60 minutes of waiting time included from landing time
- **Train station (train), business terminal (private jet), port (cruise ship)**: 30 minutes of waiting time included
- **Other pick-ups**: 15 minutes of waiting time included

Beyond these limits, waiting time will be charged in 30-minute increments, on a pro rata basis according to the hourly rate, depending on the vehicle category and the area concerned (see price list).

(To optimize the service, Sh Luxury monitors flight and train arrivals in real time.)

2.2 Additional Charges and Excluded Costs

Unless expressly stated in the quotation, the following are not included in the price:

- **additional stop: €25 incl. VAT per stop**,
- parking fees,
- access fees to public or private sites,
- ferry crossings, Eurotunnel or specific connections.

2.3 VAT

Value Added Tax (VAT) is applied in accordance with applicable regulations:

- **10%** on passenger transportation services,
- **20%** on ancillary charges (meals, tolls, parking, accommodation, concierge services, etc.).

3. HOURLY SERVICE – VEHICLE AT DISPOSAL

Hourly services are subject to the following conditions:

- minimum billing duration: **3 hours**,
- any hour started is fully payable,
- mileage included: **20 km per hour**,
- any excess mileage will be charged according to the vehicle used.

If the Client ends the service before the scheduled duration, the entire booked period remains payable.

Chauffeur meals are charged at **€25 incl. VAT** (time slots 12:00–14:00 and 19:00–21:00).
In the event of an overnight stay, a flat rate of **€150 incl. VAT** or hotel charges will be invoiced subject to availability.

4. SERVICE PERFORMANCE CONDITIONS

Passengers must comply with the chauffeur's instructions and safety rules, in particular the mandatory use of seat belts.

Sh Luxury applies a **strict non-smoking policy**. Any breach will result in a flat cleaning fee of **€250 incl. VAT**.

Alcohol consumption is prohibited unless prior written authorization has been granted.
Sh Luxury reserves the right to refuse transport to any person whose behavior may compromise safety, the chauffeur or the vehicle.

Vehicles are equipped with a **geolocation system**.
By accepting these GTC, the Client acknowledges and accepts the use of this system for security, monitoring and service optimization purposes.

Sh Luxury reserves the right to **subcontract, transfer or assign** all or part of the Service to a professional partner complying with legal and regulatory requirements.

5. LUGGAGE – PASSENGERS – ANIMALS

Luggage must be compatible with the capacity of the booked vehicle.
For safety reasons, **no bulky luggage may be placed in the passenger compartment**.

Sh Luxury reserves the right to refuse any excessive or dangerous luggage.
Personal belongings remain the sole responsibility of the Passengers.

Domestic animals weighing less than 6 kg are accepted **only in a closed and suitable transport bag or carrier**, limited to two animals.

6. MODIFICATION AND CANCELLATION

Any request for modification or cancellation must be notified to Sh Luxury in writing.

6.1 Modifications

Any request for modification (schedule, location, itinerary, vehicle, number of passengers, etc.) must be communicated at least **12 hours before the scheduled service time**.

Any late modification may result in:

- additional charges, or
- where operationally impossible, application of the cancellation conditions.

The service actually performed will be invoiced based on the modified conditions.

6.2 Cancellation

- **More than 24 hours before the start of the Service**: cancellation without charge
- **Less than 24 hours before the Service or no-show**: **100% of the Service charged**

Specific conditions may apply to certain services (events, peak periods, multi-vehicle services, third-party services) and will be specified in the quotation. They shall prevail over these GTC.

7. DELAYS

7.1 Chauffeur Delay

In the event of a delay attributable to Sh Luxury, an alternative solution will be proposed.
Sh Luxury's liability is limited to the amount of the booked Service, with a maximum cap of **€150**.

7.2 Client Delay – Flights and Stopovers

In the event of a stopover, flight delay or modification to the flight plan, the Client must inform Sh Luxury without delay.

Failing prior notification:

- the chauffeur will attend at the initially scheduled time,
- the Client will be considered absent,
- the Service will be invoiced as a **no-show**.

Any delay or missed connection attributable to the Client shall not engage Sh Luxury's liability.

8. PAYMENT – INVOICING

Payments are accepted **exclusively in euros (€)**, by credit card or bank transfer.

All fees related to foreign or international bank transfers, including intermediary bank charges, are **entirely borne by the Client**.

Any payment received in a currency other than euros or reduced by bank charges will be considered incomplete and may require adjustment prior to service execution.

Sh Luxury may require:

- a bank pre-authorization,
- a deposit,
- or full advance payment.

Payments made via remote payment link are subject to a **3% surcharge**.

Invoices are payable immediately upon completion of the Service, unless otherwise agreed. Any late payment will result in statutory penalties and a fixed recovery fee of **€40 excl. VAT**.

9. LIABILITY

Sh Luxury acts as a chauffeur-driven passenger transportation company and undertakes to comply with all applicable legal and regulatory obligations.

Sh Luxury holds professional civil liability insurance covering bodily injury, material and immaterial damage that may occur in connection with the performance of the Service, in accordance with applicable regulations.

Sh Luxury shall not be held liable for damage resulting from:

- a breach by the Client or Passengers of these GTC,
- wrongful, imprudent or inappropriate behavior by the Client or Passengers,
- force majeure or any event beyond Sh Luxury's control.

In all cases, **Sh Luxury's liability is strictly limited to the amount of the Service concerned**, excluding any indirect damage, including but not limited to loss of business, loss of opportunity, or commercial or financial loss.

The Client is responsible for any damage caused by themselves or the Passengers during the performance of the Service and undertakes to indemnify Sh Luxury for all resulting financial consequences.

10. PERSONAL DATA

Personal data is collected and processed in accordance with applicable regulations (GDPR). The Client has the right to access, rectify, object to and delete their data under the conditions provided by law.

11. APPLICABLE LAW – DISPUTES

These GTC are governed by French law.

In the event of a dispute:

- French courts shall have jurisdiction for consumers,
- the **Commercial Court of Cannes** shall have exclusive jurisdiction for professionals.

12. COMPLAINTS

In the event of a dispute regarding the invoice amount or the conditions under which the Service was performed, the Client may submit a complaint by registered letter with acknowledgment of receipt (LRAR) to:
Sh Luxury – 4 rue Achard, 06400 Cannes.

Any complaint must be submitted in writing within **8 days** of the completion of the Service; otherwise, it will not be considered.

SH LUXURY
CHAUFFEUR SERVICES