

# **AVANTEFLY LLC**

## **TERMS & CONDITIONS FOR LUXURY CARS CHARTER**



## AVANTEFLY TERMS OF SERVICE FOR LUXURY AUTOMOBILE FLEET

## 1. GENERAL

These Booking Conditions and the Booking Agreement (Terms) apply to our luxury vehicle booking general services (Services) booked on AvanteFly (Registration No 1607943) (AvanteFly, "we", "us") for its clients (Client, "you", "your") and all related data, content and other information.

This Agreement shall be deemed effective upon the Client either clicking or confirming on the Charter Agreement, or confirming any Services by email to AvanteFly.

You appoint us as your agent for the purpose of booking the Services, subject to this Agreement and standard terms and conditions of the Operator (Network Partner). AvanteFly is a booking agent only and is not an fleet operator. AvanteFly will rely on third party fleet operators (Network partners) to perform the Services. You accept that AvanteFly has no responsibility or liability whatsoever in connection with the performance of such Services by the Operator, any change to the booking, or arising from any act or omission by you (or any other passengers).

By using our services you agree to the AvanteFly terms and conditions to which we reserve the right to change at any time in order for quality testing and development. Information is subject to change and will be displayed on our platforms to notify users. Within 14 days of new terms in place, an automatic customer acceptance will be live unless objectified. Further use of AvanteFly services is solely accepted by the user.

#### 2. USER REGISTRATION

All information provided by user must be accurate and complete through all parts of registration process whether on the AvanteFly mobile app or the AvanteFly website.

## 3. CONTRACT OF SERVICE AND CHANGES TO OFFER

- All conditions of contract apply to arranged services provided by AvanteFly's partners.
- Subsequent to the booking and after start of service, additional fees may occur according to the price structure. Making sure with the TSP (transport service provider), the user has the possibility to make changes to the destination, journey, extras, etc.
- All hourly rides must end in the same city as start of the service.
- User can choose between our different types of vehicles. Images shown on our 'Cars' page are in place to demonstrate the class of vehicles we provide.
- Given the opportunity, user may choose to upgrade to higher class vehicle, upon availability of vehicles, the price is free but payment for different category will be charged accordingly, You can be discuss any time by giving AvanteFly a call.

## 4. BOOKING

(a) **BOOKING TIMES**: For all vehicles – booking must be at least 6 hours before pick-up time.

## (b) BOOKING AREAS

- For booking in within city booking must be at least 3 hours before pick-up time.
- For booking anywhere in a country booking must be at least 12 hours before pick-up time.
- For booking worldwide booking must be at least 48 hours before pick-up time.

## 5. TRANSPORT SAFETY



- Children: When booking for children, child seats must be requested in the comments section including the age of children and the type of seat needed.
- Luggage: The only amount of luggage you are allowed is the amount agreed upon selection of vehicle class and size. Extra luggage will come with extra charge. AvanteFly have the right to refuse luggage which was not agreed upon or cannot be fitted inside the vehicle boot.
- Animals: If customer wants to bring animals on board, they must take prior permission before booking to make sure with the TSP and partners if they are willing to accept such a case. Guide dogs will not be refused. AvanteFly's chauffeurs have the right to refuse to take animals (with the exception of guide dogs) that were not agreed upon.
- Policy on passengers and luggage: The booking of vehicles each have a set amount of passenger and luggage allowance in order for the best experience for customers. The TSP has the right to refuse any luggage or passenger if space becomes extremely limited and safety conditions are compromised.

## 6. DELAYS

In extreme weather and certain unavoidable situations, customers can receive compensation to a certain extent, such as longer waiting times. Last minute cancellations due to unforeseeable situations will be compensated by a full refund to customer (if accepted by customer).

#### Important

Some of AvanteFly vehicles (Fleet) comes with CCTV Camera in the cars for security and safety reasons. You will be notified of this safety measure.

## 7. NO SHOWS & CHANGES TO BOOKING

No show means a cancellation to the customer's TSP service for the booked periods. This rule may be ignored if a later pickup time is agreed by customer and TSP

- Transfer Services: A no show is only considered if the customer is not present without cancellation 30 minutes past booked pickup time at the pickup location. No shows such as this will mean a full charge of customer's booked service which must be paid for, no extra waiting time costs will apply where possible. (Long distance only) Airport pickups are considered no shows when customer has not cancelled 60 minutes prior to the booked pickup time, at which point the customer's booked service must be paid for in full, no extra waiting time costs will apply where possible.
- Hourly Services: A no show is considered if customer does not show up at all during the booked hours at the agreed pickup time and location at which point the service for that booking must be paid in full. (Long distance only) Airport pickups are considered no shows when user has not shown up for the booked hours after the agreed pickup time and location, at which point the customer's booked service must be paid for in full, no extra waiting time costs will apply where possible.

## 8. CANCELLATIONS

If AvanteFly feels that a booking cannot be made, which can include sudden emergency for driver, unavailability of vehicle or extreme weather conditions, bookings may be cancelled along with a full refund.

#### 9. TRANSFER SERVICES



Cancellations are free of charge as long as the TSP has not yet departed to pick up the customer or more than an hour is left before agreed pickup time. Any other no shows will be due payment for in full for the arrangement fee.

## Cases when cancelled by client:

- TSP has not begun journey to pickup location No charge
- Cancellations can be made free of charge before driver presses the 60minute button

## **10. HOURLY SERVICES**

Cancellations are free of charge as long as they are made 12 hours prior to the agreed pickup time. If cancellations are made within 12 hours of pickup time, a full charge will be made for the booking. *Cases when cancelled by client:* 

- 24 hours or more before pickup time No charge. Between 12 hours and 24 hours prior to pickup time Will be charged for half of the booking price
- Under 12 hours before pickup time Full charge If a driver cancels a ride, no cancellation notification will appear for the customer as customer will only see details of the new driver who has accepted the job. (Any other cases, customer will be contacted by the customer service department)
- Cancellations can be made via our booking mobile app, AvanteFly's website or phone Cancellation policy for AvanteFly Members:
  > 60 days prior to booking = not charged.
  Potween days and 20 days prior to the booking = 50% charged
  - Between days and 30 days prior to the booking = 50% charged.
  - < 30 days prior to booking = 100% charged.

## **11. CHANGES TO BOOKING**

Changes can be made during a ride for a change of destination. This will be sent over for review and the TSP will charge extra kilometres accordingly.

## **12. BEHAVIOUR IN THE VEHICLE**

All passengers must abide to the following standard rules and laws when users are travelling with the TSP:

- The TSP must ensure a safe ride for all passengers (including young children and pets)
- Any and all instructions from the TSP must be followed
- Doors must remain closed while the vehicle is moving
- Users must not throw objects from the vehicle
- Users must not stick body parts out of the vehicle
- Users must not shout from the vehicle
- Users must not smoke within the vehicle
- Devices provided by the TSP may be used by users after short instructions from the TSP
- Any physical or verbal abuse, threat, sexual and other harassment by or towards the TSP will not be tolerated and serious action will be taken

## **13. LOST PROPERTY**

Any items lost within the vehicles will be returned to the Lost and Found department which can be retrieved by either calling your driver or the office number.

## **14. PAYMENTS AND PREMIUMS**



- Waiting times for Transfer Services: Only for transfer services, the first 60 minutes of waiting time is free for airports after agreed pickup time and for any other pickup, customers receive 30 minutes of waiting time for free. Any extra waiting times costs after this free waiting time is up, the cost will be charged for every minute at a flat rate which will be calculated by the hourly booking price of the area of agreed pick up location and also includes the vehicle category rate (including VAT).
- Additional Kilometres for Hourly Booking: AvanteFly Ride and partners have fixed kilometreper-hour rate and any extra kilometres outside of the hourly rate will be added as extras and calculated by the hourly booking price of the area of agreed pick up location and also includes the vehicle category rate (including VAT).
- **Terms of Payment and Transaction Fees:** The user can pay using all major bank cards, cash or bank transfer. Payment will be taken instantly as booking is complete and any extras added along the user's journey will be debited 24-48 hours after the journey is over.
- **Invoice:** Invoices are sent to the user as soon as their journey is finished (only if no extras are added) including a review form which they can send back to us in email form or through our social media pages. Journeys where customer has added extras, the invoice and review form will be sent within 24-48 hours after journey completion.