

**MAYPE TAXIS Y MICROBUSES, S.L.**

**CIF: B17834839**

**ADDRESS: C/ LLUIS COMPANYS, 4.**

**17200-PALAFRUGELL**

**Girona BUSINESS REGISTER, Volume 2232, Sheet 174, Page nº GI-37368, 1st entry.**

## **TERMS AND CONDITIONS OF ENGAGEMENT**

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### **PURPOSE**

These Terms and Conditions of Engagement cover the relationship between the User of the occasional carriage of passengers by road service and the aforementioned company MAYPE TAXIS Y MICROBUSES, S.L. (hereafter "MAYPE"), whether booked through the websites [www.maypebus.com](http://www.maypebus.com), [www.costabraluxurycars.com](http://www.costabraluxurycars.com), or [www.costabravataxis.com](http://www.costabravataxis.com) (hereafter, the "Websites"), or through any other channel (telephone, personnel, etc...).

### **PROVISION OF SERVICES**

MAYPE is acting as licensee of the occasional transport activity, both regarding chauffeur-driven hire vehicles and transport by bus, although it may also act as an intermediary in the provision of transport services to the User, putting them in direct contact with the parties and enabling the service provision.

MAYPE is a transport service provider, whose services shall be provided mainly using MAYPE's own vehicles and employees.

MAYPE has its own vehicles with rental licenses for chauffeur-driven vehicles and for the occasional carriage of passengers and is legally qualified to provide the corresponding services for each activity.

Should MAYPE have no vehicles available, it may subcontract services to third party carriers, be they companies or self-employed owners of taxis, buses or chauffeur-driven hire vehicles. In any case the User's relationship with MAYPE shall remain subject to the same terms and conditions as if the vehicle were MAYPE's own.

### ***Communication and information***

The User shall use the form on the Websites to request the transport services which it wishes to engage and will receive, by email and in good time ahead of the start date of their trip, the following information:

- Times and stops should there be any.
- The service price (always including 10 % VAT).
- Where applicable the Schedule and methods of payment.
- The possibility of meeting any special requests made by the User during booking, and the cost thereof.

The User must confirm MAYPE's offer and, depending on the payment method used, a total of 50% of the price or a pre-authorisation of the cost on the credit card provided by the User and for the total cost of the service will be levied; only from this moment on will MAYPE be committed to providing the service.

The confirmation of the offer by the user will imply the automatic acceptance of these general conditions of the contract that are available on the website of the company and that, if the client requests it, will be sent by email.

## **Acceptance**

Both parties accept this document, which means that the user:

- a) Has read, and understands all its clauses
- b) Is a person of legal age with full capacity to contract
- c) Assumes each and every one of the obligations set forth therein
- d) Have read and accept these general conditions of purchase.

## **FARE**

The fare must indicate the total and full sum which needs to be paid and must show a breakdown, where necessary, of the various components included (taxes, commissions, additional recoverable expenses and other components).

The corresponding invoice, the receipt or proof of payment shall be provided showing, at least, the personal or social and fiscal identity of the service provider, their address, the services provided and totals for each, the grand total including taxes, broken down where necessary, and the date.

Fares cannot be revised, except in the following cases:

- Substantial variations in the cost of fuel (greater than 10% between the time of booking and service provision).
- Duties and taxes related to certain services which were unforeseen at the time of booking.
- Exchange rate applied to the trip in question where the price is not agreed in euros. If there is a variation of more or less than 5% in the exchange rate between the date of booking and the service provision, the final price for the corresponding trip could also vary.

Prices may only be revised up to 20 days before the planned date of the trip. Once this time period has elapsed the price cannot be revised.

The form of payment may vary, depending on MAYPE's indications:

1. 50% (including VAT) of the payment shall be made at the time of booking and the rest the day of the service. If the payment is not made at the time of booking MAYPE shall not consider the booking made and will not carry out the service.
2. The fare shall be taken by MAYPE automatically once the trip is complete, using the credit card details provided by the User on the Contact Form.

At the time of booking a service, MAYPE reserves the right to pre-authorise payment of the trip from the credit institution linked to the credit card which the User has entered on the Website.

Under no circumstances shall this pre-authorisation constitute payment for the trip to be made, which shall only be taken once the trip is complete.

The rates charged are non-refundable. The rates and costs of cancellation and compensation, as well as their updated rates, can be found at any time on the Website and are subject to possible amendments.

Credit card details provided on the Contact Form shall be sent to the payment provider in charge of storing this User data. The User will need to access or may be redirected to the payment provider's Website via the link provided on the Contact Form. It is recommended at all times that the User consult the terms and conditions of service and the privacy policies on third party Websites accessed via links on the Websites.

### ***Cost of cancellation by the user***

The User may terminate their booking at any time, and has the right to recover any amounts paid both regarding the total price and deposit, but they shall be required to compensate MAYPE for the following amounts:

They shall pay processing charges, the duly justified cancellation fee and a penalty of 5% of the total cost of the fare (including VAT), if the cancellation is more than 10 and less than 15 ahead of the start date of the trip; 15% between 3 and 10 days before and 25% if less than 48 hours before. If the passenger is not ready to depart at the agreed time, they shall have no right to a refund of the amount paid and shall pay the fare in full.

These amounts may be deducted by MAYPE from the amount already paid by the User.

### ***Delays***

Should there be a delay to customer pick-up, caused by their failure to be in the agreed place at the agreed time, an additional charge of 25 euros/hour (plus corresponding VAT) will be applied after the first hour.

### ***Luggage***

The service includes the transport of the passenger and a standard-measurement suitcase. Further pieces of luggage or oversized luggage must be mentioned at time of booking to adapt the vehicle. Should the user fail to notify the above then they will be required to cover the cost of transporting the additional luggage.

### ***Children***

Given the need for additional protective equipment for the transport of children, the presence of children amongst passengers and their ages must be indicated at the time of booking; MAYPE can then prepare the necessary and appropriate equipment without which the trip cannot be made, and shall thus be cancelled, with the User liable to pay the full cost thereof.

## **Airports**

MAYPE's Quality Policy stipulates that the passenger must arrive at the Airport at least 2 hours before their flight's departure. MAYPE will schedule all departure and journey times with this in mind. Should the user fail to adhere to the planned schedule, or request MAYPE operate on a different one, the company shall not be held responsible for any missed flights, and the user shall forego their right to complain on this point to MAYPE.

## ***Cancellation or changes to journey by MAYPE***

If MAYPE cannot provide the services engaged due to circumstances beyond its control, such as strikes, riots, floods, natural disasters etc., this will be deemed a situation of force majeure and MAYPE shall be exempt from complying with any agreements.

## ***Modification of the General Contracting Conditions***

MAYPE reserves the right to make changes and / or modifications in these GCC. We advise our clients to check them regularly. In the event that these changes or modifications are introduced once the service has been requested, the conditions in force at the time of contracting will apply.

## **NOTIFICATIONS**

MAYPE may send relevant notifications on general service incidents via a general Web notification, an email to the address provided by the User on the Contact Form or via ordinary mail to the address provided by the User on the Contact Form. The User may contact MAYPE by sending an email to the address [info@maypebus.com](mailto:info@maypebus.com)

## **ONLINE LITIGATION RESOLUTION**

In accordance with article 14.1 of the EU Regulation 524/2013, the European Commission provides a free access platform for the resolution of online conflicts between the user and the service provider, without having to resort to the courts of justice, through the intervention of a third party, called the Dispute Resolution Body, which acts as an intermediary between the parties. This Organism is neutral and will dialogue with both parties to reach an agreement, and may finally suggest or impose a solution to the conflict. The link to the ODR platform: <http://ec.europa.eu/consumers/odr/>

## **NULLITY AND INEFFICIENCY OF THE CLAUSES**

If any of the clauses included in these General Conditions were declared, totally or partially, null or ineffective, it will only affect that provision or part of it that is null or ineffective, remaining the rest of the General Conditions, having such disposition or the part of the same that is affected by not put.

## **APPLICABLE LAW AND JURISDICTION**

These Terms and Conditions, as well as the relationship between MAYPE and the User, shall be governed by and interpreted in accordance with Spanish Law. The parties hereby agree to submit to the exclusive jurisdiction of the Juntas Arbitrales de Transporte (Transport Claim Arbitration Boards) of the place where the service is provided, waiving the right to any other jurisdiction which could apply for the settlement of any dispute relating to these Terms and Conditions of Service or the relationship between the parties.

## **COMMENTS AND SUGGESTIONS**

Your comments and suggestions will be welcomed. Please send us your comments and suggestions through our contact form.

In addition, we inform you that we have claim sheets available to consumers and users. You can request them by calling the customer service phone number or through our contact form.

## **PERSONAL DATA PROTECTION**

In compliance with the provisions of Organic Law 15/1999, of December 13, Protection of Personal Data (LOPD), the Regulation of the European Union 679/2016 (RGPD) and its implementing regulations, hereby Clause is informed that the personal data provided to MAYPE TAXIS Y MICROBUSES, SL under the current proposal / contract, as well as those that will be provided in the future, will be incorporated into a file owned by the latter.

The purpose of the processing of your data will be the maintenance, development, control and execution of the contractual relationship that, within the framework of the rendering of the services that are identified in the object of the contract, keep with MAYPE TAXIS Y MICROBUSES, S.L ..

Your data will not be transferred or communicated to third parties, except by legal obligation and will be maintained as long as you do not request cancellation.

At any time they can exercise the rights of access, rectification, portability, opposition and, where appropriate, the limitation and cancellation, communicating it in writing and indicating their personal data to the address C / Lluís Companys, 4 LOCAL 1, 17200 Palafrugell or via Email to [comercial@maypebus.com](mailto:comercial@maypebus.com).

Under the current regulations on the Protection of Personal Data, MAYPE TAXIS Y MICROBUSES, S.L. undertakes to maintain the strictest confidentiality regarding the information and / or documentation to which it has access, not being able to use it more than for the uses foreseen in the current contractual relationship. Neither may disclose or make known to third parties the aforementioned information without their prior consent.

MAYPE TAXIS Y MICROBUSES, S.L. is responsible for having implemented the security measures that apply, by virtue of what is established in the Data protection regulations.

Likewise, it is committed to having documented and implemented both the Security Document and the security procedures that legally correspond.

All the personnel of MAYPE TAXIS Y MICROBUSES, S.L. will be aware of the regulations regarding the LOPD at the moment in which it deals with the information owned by the client. Once the contractual provision has been completed, personal data and other information will be returned or destroyed, as agreed.

## ANNEX: RIGHT OF WITHDRAWAL

At the attention of:

Name: **MAYPE TAXIS I MICROBUSES, S.L.**

Tax Number: B17834839

Address: Lluís Companys, 4, 17200 Palafrugell (Girona)

Telephone: 972591017

E-mail: comercial@maypebus.com

Data of the performance to be abandoned:

Number of reservation: \_\_\_\_\_

Date of reservation: \_\_\_\_\_

Description of the service: \_\_\_\_\_

\_\_\_\_\_

Consumer / user data:

Name: \_\_\_\_\_

NIF: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Right of withdrawal:

In accordance with article 68 of Royal Legislative Decree 1/2007, of November 16, which approves the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, I inform you that I am withdrawing from the contract of sale of the good / benefit described above, for which I would be grateful if you could contact me through the contact information provided, to notify me that this request has been made.

Date of the request:

Signature of the consumer / user: