



**Y C A R E**

Au-delà de l'ordinaire, l'Excellence.

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## **GENERAL TERMS AND CONDITIONS OF SALE (GTCS)**

(Last updated: November 25, 2025)

## **Article 0 – Definitions, Trademarks and Intellectual Property**

YCARE operates the trademarks YCARE (figurative trademark, INPI No. 4840921, filed on 5 February 2022) and DAYS – Drivers At Your Service (figurative trademark, INPI No. 4840918, filed on 5 February 2022). These trademarks are the exclusive property of YCARE (SIREN 850 179 938, 20 rue d'Herbeval, 60100 Creil).

The DAYS (Drivers At Your Service) application is a proprietary tool used for booking, dispatching, and monitoring rides. YCARE is not an open intermediary platform for third parties: YCARE remains the sole operator responsible for transportation, invoicing, and customer service.

Any unauthorised reproduction of the trademarks, logos, or application is prohibited.

References: French Transport Code, Art. L3120-1 — French Intellectual Property Code, Art. L713-2 et seq.

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## **Article 1 – Purpose**

These GTCS govern transport services offered by YCARE to any private or professional client.

Booking and its confirmation form a binding contract between the parties.

References: French Civil Code, Art. 1101 and 1103.

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## **Article 2 – Access to the Application and Conditions of Use**

Access to the services is restricted to adults and duly authorised company representatives. The client guarantees the accuracy of the information provided and the proper use of the application.

Data processed through the application is used solely for booking, service execution, and invoicing.

References: French Civil Code, Art. 1145 — GDPR (EU 2016/679), Art. 6, 13, 15.

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## **Article 3 – Booking, Confirmation and Driver Partnership**

Bookings may be made via the DAYS application, the website, or in writing.

Written confirmation (email, SMS, notification) constitutes acceptance.

Reference: French Civil Code, Art. 1113.

Services are carried out by YCARE employees and/or independent partner drivers (holding a VTC professional licence), without any relationship of subordination with YCARE, and who have accepted the Driver GTCS.

The client is prohibited from contracting directly with a driver outside of YCARE.

In case of circumvention, a fixed indemnity equal to twice the amount of the booked service is due.

Reference: French Civil Code, Art. 1231-5.

The client must provide all necessary information: number of passengers, luggage, stops, special needs, bulky items, guide dog, etc.

Any omission or concealment engages the client's liability.

Reference: French Civil Code, Art. 1240.

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## **Article 4 – Capacity, Luggage and On-Board Safety**

Each vehicle category has a specified passenger/luggage capacity at the time of booking.

Luggage must be stored in dedicated spaces; no luggage is allowed inside the cabin.

In case of excess capacity or incompatibility, the driver may refuse the service. Any service already started is due in full.

If a higher-category vehicle is required, the corresponding tariff applies after written approval.

Reference: French Transport Code, Art. R3120-1-2.

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## **Article 5 – Pricing, Invoicing and Payment**

Applicable tariffs are displayed before validation and include all taxes (driver, fuel, tolls, insurance).

Accepted payment methods: bank transfer or credit card (2.6% fee).

Invoices are sent electronically after service completion.

Additional costs (driver accommodation, long distances, specific requests) are subject to an accepted quote.

References: French Consumer Code, Art. L112-1 — French Commercial Code, Art. L441-9.

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## **Article 6 – Waiting Time, Hourly Billing, Cancellations and No-Show**

### **Free Grace Periods**

- Airport: 1 hour after actual landing
- Train station: 30 minutes
- Address / Hotel: 15 minutes

### **Hourly Rates (any period started is due)**

- Standard: €60/h
- Business: €70/h
- Van: €95/h
- First: €130/h
- Motorbike taxi: €110/h

## **No-Show Clause**

A no-show occurs when the client is absent after the grace period, without prior notification by phone, SMS, or email.

In this case:

- the service is due at 100%,
- no refund, credit or rescheduling is granted,
- the ride is marked as completed,
- the driver may leave the location.

This clause applies to all clients equally and without exception.

Reference: French Civil Code, Art. 1103.

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## **Article 7 – Liability, Punctuality and External Causes**

YCARE undertakes to ensure punctual pickup and high-quality service.

When on-time pickup is confirmed, YCARE cannot be held liable for delays in arrival caused by unforeseeable external events (accident, exceptional blockage, security alert, administrative decision).

Reference: French Civil Code, Art. 1218 — Force majeure.

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## **Article 8 – Service Quality and Environmental Commitment**

YCARE applies high standards: signboard greeting, professional attire, flight tracking, luggage assistance, Wi-Fi, chargers, water, bilingual FR/EN drivers, eco-driving.

Service available 24/7.

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## **Article 9 – Accessibility, Equal Treatment and Guide Dogs**

YCARE welcomes all passengers, including persons with disabilities, with no additional charge and no differentiated treatment.

All contractual, pricing, operational, safety, capacity, waiting time, no-show, cleaning, and liability rules apply equally to all.

Any request involving reduced mobility, medical equipment, wheelchairs, specific needs or a guide dog must be communicated during booking.

If failure to provide such information renders the booked vehicle unsuitable, the mobilised service remains fully due.

An adapted vehicle may be dispatched at the corresponding rate.

Guide dogs must remain on the floor and under the handler's responsibility.

Reference: French Tourism Code, Art. L211-11.

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## **Article 10 – Insurance and Regulatory Compliance**

All vehicles and drivers are covered by professional liability and passenger transport insurance.

Each driver holds a VTC professional licence.

Reference: French Transport Code, Art. R3120-8.

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## **Article 11 – Restoration, Specific Cleaning and Damages**

Any abnormal soiling (vomit, spilled liquid, excessive hair, persistent odor, mud, sand, food...) or damage requiring professional cleaning results in a €250 incl. VAT charge, including downtime and loss of income.

Additional repairs are invoiced based on a quote.

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## **Article 12 – Customer Service and Complaints**

For any request or complaint:

[contact@ycarevtcdeluxe.paris](mailto:contact@ycarevtcdeluxe.paris) — +33 (0)1 84 60 50 07

Response within 7 business days.

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## **Article 13 – Personal Data (GDPR)**

Data is processed for booking, execution, invoicing, and customer relationship purposes.

Rights: access, rectification, deletion → [contact@ycarevtcdeluxe.paris](mailto:contact@ycarevtcdeluxe.paris)

Reference: GDPR Art. 6, 12–17.

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## **Article 14 – Anti-Fraud Policy, Payment Security and Chargebacks**

YCARE may suspend, refuse or cancel a booking in cases of fraud, identity theft, unauthorised payment, or abusive chargeback.

Any fraud or unjustified dispute results in invoicing for the resulting damages.

Reference: French Civil Code, Art. 1240.

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## **Article 15 – Modification of the GTCS**

YCARE may amend these GTCS in response to legal, technical or commercial changes.

The most recent online version prevails.

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## **Article 16 – Governing Law and Jurisdiction**

These GTCS are governed by French law.

Failing an amicable resolution, the courts of the district of YCARE's registered office shall have jurisdiction.