

# TRANSFER

BY CAB

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CONTRACTUAL FRAMEWORK

## General Terms and Conditions of Sale

Private chauffeur (VTC) services and ancillary concierge services

SYF DRIVER SASU  
5 rue Trachel, 06000 Nice — France  
SIRET 839 432 218 00015

*Version in force as of 18 April 2026*

## **1. Preamble and purpose**

These General Terms and Conditions of Sale (hereinafter the 'GTC') govern, without restriction or reservation, all contractual relationships between SYF DRIVER SASU, operating under the commercial brand Transfer by Cab (hereinafter the 'Provider'), and any natural or legal person (hereinafter the 'Client') requesting a passenger transport service for valuable consideration with a driver (VTC) or any ancillary concierge service.

These GTC are governed by French law, in particular the French Transport Code (articles L.3120-1 et seq. relating to VTC), the Consumer Code, the Civil Code (notably articles 1101 et seq. relating to contracts) and Regulation (EU) 2016/679 (GDPR).

Any booking, confirmation or execution of a service implies full and unreserved acceptance of these GTC by the Client.

## **2. Definitions**

Provider: SYF DRIVER SASU, operating under the Transfer by Cab brand, holding a valid VTC professional licence.

Client: Any natural or legal person using the Provider's services.

Passenger: Any person actually transported, whether or not designated by the Client at the time of booking.

Service: Any chauffeured passenger transport service, availability service or ancillary service.

Ride: Journey defined by a pick-up point, one or more stops, and a final destination.

Availability (mise à disposition): Flat-rate service over time during which the vehicle and driver are entirely at the Client's disposal.

## **3. Provider identification**

Corporate name: SYF DRIVER — SASU (simplified single-shareholder company).

Commercial brand: Transfer by Cab.

Registered office: 5 rue Trachel, 06000 Nice, France.

SIRET: 839 432 218 00015.

Registered on the VTC Registry held by the French Ministry in charge of transport (article L.3122-3 of the Transport Code).

Contact: [contact@transferbycab.fr](mailto:contact@transferbycab.fr) — +33 6 24 76 99 80.

## **4. Services offered**

Airport & station transfers: pick-up and drop-off at airports (Nice Côte d'Azur, Cannes Mandelieu, Marseille-Provence) and main stations of the French Riviera, with flight tracking and courtesy delay.

One-off rides: point-to-point journeys subject to prior booking.

Availability (hourly/daily): flat-rate hourly or daily package with dedicated driver (2-hour minimum).

Excursions & events: weddings, seminars, roadshows, shopping, private tourism, evenings.

Concierge & personal services: personalised assistance, logistics coordination (restaurant bookings, ticketing, personal errands, child accompaniment, assistance for persons with reduced mobility), within the limits of lawful and otherwise non-regulated services.

In accordance with article L.3120-2 of the Transport Code, rides are exclusively performed upon prior booking; any street-hailing (maraude) is strictly excluded.

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## **5. Access conditions and capacity**

The Client declares having legal capacity to contract within the meaning of article 1145 of the Civil Code. Any booking by a minor requires the express consent and responsibility of a legal representative.

The Provider reserves the right, in compliance with the non-discrimination principle, to refuse any service in cases of: aggressive or visibly intoxicated behaviour; transport of dangerous, unlawful or unsecured animals (except assistance dogs); exceeding the vehicle's legal capacity; repeated and manifest breach of these GTC.

## **6. Booking and contract formation**

Bookings may be made via [transferbycab.fr](https://transferbycab.fr), email, telephone or any other channel made available. A booking is only firm and final upon the Provider's written confirmation (email or SMS). This confirmation forms the contract within the meaning of article 1113 of the Civil Code.

The Client undertakes to provide accurate, complete and up-to-date information. Any error or omission attributable to the Client shall not engage the Provider's liability.

## **7. Prices, quotes and payment**

Services are subject to a quote or flat-rate price communicated before confirmation. Prices are in euros, all taxes included (TTC).

Included: vehicle, driver, fuel, insurance, applicable VAT. Additional: tolls, parking, waiting beyond courtesy period, unplanned detours, night surcharge (10pm-6am), Sundays and public holidays.

Payment methods: bank card, transfer, cash (cap of €1,000 for French tax residents, article L.112-6 of the Monetary and Financial Code).

An invoice is issued after the service (article 289 of the French General Tax Code). A deposit of up to 30% may be requested for events and bookings over €500.

Any late payment automatically entails penalties at three times the legal interest rate, plus a fixed recovery indemnity of €40 (articles L.441-10 and D.441-5 of the Commercial Code for professional clients).

## **8. Changes and cancellations**

Any request must be made in writing (email or SMS).

Cancellation by the Client — more than 24h before: no charge.

Cancellation between 24h and 2h before: 50% retained as fixed indemnity.

Cancellation less than 2h before or no-show: 100% retained.

Client modification: accepted subject to availability; price adjustment possible.

Cancellation by the Provider: in case of impossibility (incident, force majeure), full refund or equivalent replacement service.

## **9. Right of withdrawal**

Pursuant to article L.221-28 4° of the Consumer Code, the right of withdrawal under article L.221-18 does not apply to passenger transport contracts to be provided on a specific date or period.

Bookings for transfers, rides and availability services at fixed times are not subject to the 14-day right of withdrawal.

For concierge services not tied to a specific date and purchased remotely by a consumer, the 14-day right of withdrawal applies, unless expressly waived for immediate performance (article L.221-25).

## **10. Provider obligations**

Perform services with diligence, professionalism and compliance with road safety rules.

Provide a clean, fully operational vehicle compliant with VTC regulations.

Assign a driver holding a valid VTC professional licence (article L.3120-2-2 of the Transport Code).

Maintain mandatory and complementary insurance coverage.

Respect the confidentiality of information provided by the Client and passengers.

## **11. Client obligations**

Respect the agreed pick-up time and place.

Wear seatbelts (article R.412-1 of the Road Code); use approved devices for children.

Respect the driver, vehicle and other passengers. Any insulting behaviour or behaviour incompatible with safety may result in immediate interruption of the service without refund.

No smoking, vaping or consumption of narcotics in the vehicle.

Do not damage the vehicle; any damage (stain, vomit, breakage) will be subject to additional invoicing on proof.

Inform the Provider without delay of any changes or delays.

## **12. Luggage and personal items**

Luggage is transported within the vehicle's capacity. The Client informs the Provider of any bulky or valuable luggage.

Personal items remain under the Client's exclusive responsibility. The Provider disclaims all liability for forgotten, lost or stolen items, save proven fault. Items may be returned at the Client's expense upon request to [contact@transferbycab.fr](mailto:contact@transferbycab.fr).

## **13. Delays, no-show and weather**

Standard courtesy period: 15 minutes for any non-airport pick-up.

Airport courtesy period: 60 minutes from effective landing time, to allow for disembarking, passport control and baggage reclaim. Beyond that, waiting is charged at the applicable hourly rate.

No-show: passenger absent and unreachable beyond the applicable period, 100% charged.

Provider delay: outside force majeure, a commercial discount proportional to the prejudice may be granted.

Adverse weather: the Provider may adapt route or schedule for safety reasons; the service remains due if performed, without indemnity.

## **14. Liability and insurance**

The Provider holds professional civil liability and motor civil liability insurance (articles L.211-1 et seq. of the Insurance Code). All vehicles are covered by VTC-compliant passenger transport insurance.

Liability is engaged under ordinary law (articles 1231-1 et seq. of the Civil Code) for direct, certain and foreseeable damages. Indirect damages (missed connections, meetings, flights, business opportunities) are excluded.

Except in case of gross or wilful misconduct, liability is capped at the total amount invoiced for the relevant service.

## **15. Force majeure**

Neither party is liable for non-performance or delay resulting from a case of force majeure within the meaning of article 1218 of the Civil Code.

Notably considered force majeure: natural disasters, pandemics, terrorist acts, general transport strikes, administrative decisions restricting traffic, road closures by authorities, breakdowns not attributable to maintenance failure.

## **16. Personal data**

Personal data is processed in accordance with the GDPR and French Law no. 78-17 of 6 January 1978 as amended. Purposes, legal bases, retention periods, recipients and rights exercise terms are detailed in the Privacy Policy.

The use of trackers (cookies) is covered by a dedicated Policy. Contact: [contact@transferbycab.fr](mailto:contact@transferbycab.fr).

## **17. Complaints and mediation**

Any complaint must be sent in writing to [contact@transferbycab.fr](mailto:contact@transferbycab.fr) or by registered letter to the registered office. Reasoned response within a maximum of 30 days.

Failing amicable resolution, the consumer Client may use a consumer mediator free of charge (articles L.611-1 et seq. of the Consumer Code). Details provided upon request. European ODR platform: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

## **18. Intellectual property**

The Transfer by Cab brand, logo, graphic elements and contents of [transferbycab.fr](http://transferbycab.fr) are protected under the French Intellectual Property Code (articles L.111-1 et seq., L.711-1 et seq.).

Any reproduction, representation, modification or exploitation, total or partial, without prior written authorisation, is prohibited and may be prosecuted (articles L.335-2 and L.716-4 of the IP Code).

## **19. Applicable law and jurisdiction**

These GTC are governed by French law. In case of dispute, French courts have exclusive jurisdiction.

For professional Clients: exclusive jurisdiction of the Commercial Court of Nice.

For consumer Clients: protective rules of the Consumer Code and Civil Procedure Code apply, notably article R.631-3 of the Consumer Code.

## **20. Evolution of the GTC**

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

Any material change will be notified to the Client before performance.