



## MCR- TRANSPORT TERMS AND CONDITIONS

### 1. Reservation Policy:

- a) Client hereby verifies that ALL the above information is correct and represents to be at least 18 years of age and legally capable of entering this contract under Philippine law.
- b) We require a 30% non-refundable deposit upon booking the reservation, with or without signature. All deposits used to hold a reservation are non-refundable. The Company will not guarantee its performance unless the minimum deposit is made.
- c) Itinerary or request changes to rental are based upon availability and require a minimum of 48-hour notice. All changes must be made in writing (by email). Change requests sent by voice mail message will not be accepted. Any changes in arrival or destination locations may result in additional charges (fuel and/or travel charges). MCR company will not be held liable for incorrect address locations or invalid directions supplied by the client. Itinerary is required for all reservations. There will be absolutely NO CHANGES made the day of service.
- d) Limousine Company shall not be held liable for any items left in the vehicle and shall not be responsible for the safe keeping of any item.

**All deposits used to hold a reservation are non-refundable under any circumstances.**

### 2. Damages Policy:

Client shall be liable for all damages to the vehicle sustained during the client's services; including but not limited to all spills, rips, tears, burns, or damage to the TV/stereo or other equipment. Client agrees to pay a service charge of P1, 000 to clean any vomit or spillage in the vehicle. Other charges are as follows: Smoking in the vehicle P5,000; Cigarette Burns P10,000; Ripped or damaged upholstery; Excessive Mess P5,000.

### 3. Overtime Policy:

Overtime will be permitted, upon vehicle availability. Availability of Overtime (OT) is not guaranteed. OT rates are non-negotiable and will be charged to the customer according to the GPS Tracking report for each vehicle. Drivers do not have the ability to waive OT for any reason. OT is charged by the hour; not prorated per minute or half hour. Customer responsible for tolls (if applicable) and will be added to the invoice. Customer responsible for parking (if applicable) and shall pay driver directly unless prepaid with the booking.



#### 4. Liability Policy:

- a) Client understands and accepts that Acts of God, unforeseen traffic situations and severe weather conditions can delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond the control of the limousine company, for which company shall not be liable to customer. There shall be no recourse for any of these types of occurrences. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or customer refuses the replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by customer. In acting for vehicle replacement or in an emergency, the company reserves the right to sub-contract client's rental to another bus service.
- b) MCR Transport will not guarantee its performance unless the minimum deposit is made. All outstanding balances must be paid in full 48 hrs prior to the service date. Customer agrees to pay a late charge of 2% per month for any unpaid balance or attributable damages, and shall reimburse Company for its costs of collection, including reasonable attorney's fees incurred.
- c) Vehicles are sold and/or updated at the discretion of management, therefore; MCR reserves the right to change, without notice, color, and type of Bus to allow for any unforeseen schedule emergencies or if a replacement vehicle is needed. ALL special requests including but not limited to color, and style of limousine are not guaranteed. No refunds or adjustments are issued for MCR inability for any reason to provide any type of complimentary services or amenities.
- d) Except in the wellful misconduct or gross negligence of company, its agents or employees, customer hereby waives all claims against company, its agents or employees for injury, loss, or damage, including consequential damages, to customer's person or property from whatever cause. In addition, customer waives any right of subrogation regarding the same.

#### 5. Payment:

- a) Non-refundable deposit of 30% is due upon booking. Remainder balance is due the week of service. Customer can pay by company account, cash, or cheque address to company account. Customer can also pay by credit/debit card (3-5% service fee applies to all payments made by credit/debit card).
- b) contract price is fixed once this contract is signed. Early dismissal, downsizing, or shortening of rental hours, will not adjust the price. There will be P500 charge per each additional pickup/drop-off.



## 6. Code of Conduct:

- a) Aggressive, rude, belligerent, or drunken behaviour, as well as fighting, will result in termination of contract. Company reserves the right to institute and establish rules and regulations of guest conduct, which may be amended from time to time, including termination of rental, without refund, due to noncompliant guest conduct. MCR Transport reserves the right to terminate service and/or discharge any passenger if any passenger interferes with the safe operation of the vehicle and driver's safety.
- b) Client understands that there will be NO EATING (with the exception of munchies: i.e., pretzel, cracker & cheese etc. NO cupcakes/cakes; NO chicken wings; NO pizza; NO hot food – cold sandwiches OK.). In the event of an exception, a P1,000 security deposit is required. NO SMOKING in the vehicles or the trip will be TERMINATED immediately. \*\* NO SMOKING WHATSOEVER\*\*
- c) Person (S) under the age of 21 is prohibited from consuming any type of alcohol in our vehicles.
- d) Client agrees for his/her party will not exceed the passenger capacity of vehicle provided. Passenger capacity is for AVERAGE size adults.

## 7. Prom Promise Agreement (this applies to all under 21 events):

NO ALCOHOL ALLOWED; if any alcohol or drugs are found in the vehicle during service, the service will be terminated, parents will be contacted and vehicle to leave the premises and no refunds shall be issued.

## 8. Night Outs/Party Bus Rental:

Itinerary required 48 hours prior to service. Driver will follow itinerary provided and no changes to be made the night of service. There will be absolutely NO staying on the bus during stops. Bus to stay clean or pay an Excessive mess fee of P1,500. Customer to tip driver. No changes the day of service without prior arrangement with MCR transport manager. **CANCELLATION OF SERVICES UPON DRIVER ARRIVAL ARE FULL CHARGE.**

## 9. Cancellation and No-Show Policy:

MCR requires 30% non-refundable deposit upon booking the reservation. The remaining balance is due the week of service (must be paid at least 48 hours prior to the reservation date). MCR requires 7 days' notice prior to the reservation date to cancel a reservation or the remaining balance is non-refundable. Cancellation with less than required notice will result in a full charge, which will be placed on the credit card used for the reservation.

Cancellation with more than required notice will result in a loss of the 30% deposit. All deposit used to hold a reservation is nonrefundable. Cancellations must be in writing (email to [finance@mondiale.ph](mailto:finance@mondiale.ph) or call or message our finance head through +63 967 355 0816. Client understands that MCR does not give refunds at any time and for any reason. All deposits and payments applied to the contract become non-refundable.

Client authorizes MCR to charge any unpaid charges to the above credit card, and personally guarantees full payment.



**10. Standard Liability Clause/Jurisdiction:**

Claims or complaints must be reported in writing (via email) within 48 hours. The MCR will respond back within 7 days. Client agrees to bring all claims relating to this contract in the courts Quezon City Manila. Client further consents to jurisdiction in the Philippines

**Acceptance of Terms:**

Entry into a vehicle constitutes acceptance of these terms as well as authorization to charge for any fees or damages discussed herein. In the event of customer dissatisfaction with the vehicle, the amenities of the vehicle, driver demeanor/professionalism or else, customer can reject service upon driver arrival and call our office on a business day to get refund for the remainder balance (the deposit is non-refundable under any circumstances).

However, if customer uses service, then decides to call our office after services rendered with complaints that were never brought up upon driver arrival or during service, no refunds will be honored.

By signing below, I agree to all the terms and conditions listed above:

**MCR MANAGEMENT IN-CHARGED**

**CLIENT:**

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**Mr. Arnel Gonzales**  
Transport Manager

*CLIENT NAME/COMPANY NAME*

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*CONTACT NUMBER*

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*DATE*

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