

General terms and conditions for luggage transport for tourists

MoveWeCarry.lu

In case of dispute, only the French version shall be authentic.

Version of 03.08.2020

These General Terms and Conditions are intended to govern the contractual relationship between Voyages Emile Weber S.à r.l. with registered office at L-5411 Canach, 15, rue d'Oetrange, VAT number LU 11593456, Luxembourg Trade Register No. B16639 (hereinafter referred to as "the Service Provider") and its Customers (hereinafter referred to as "the Customer") in the context of a luggage transport service for foreign or national visitors during an itinerant stay (on foot or by bicycle) between one or more successive stages within the Grand Duchy of Luxembourg ("MoveWeCarry.lu").

1. Purpose of the contract

The purpose of the contract is:

a) the transport throughout the national territory of one or more pieces of travel luggage (suitcases, backpacks, bicycle bags, travel bags, etc.), excluding any object that is not connected with a leisure trip (furniture, tools, household appliances, etc.)

(b) the prior reservation within the time limit specified in point 2. below.

2. Reservation

Any reservation made up to 11.59 pm on the day before the day of transport will be guaranteed by the Provider. Reservations can be made up to 6 months in advance.

The reservation request is made either :

(a) by telephone via a dedicated customer line (+352 28 10 888), set up for this purpose and accessible from abroad; reservation service provided 7/7 days and 24/24 hours. Reservation agents speak Luxembourgish, French, German, English, Spanish, Italian and Portuguese,

or

(b) online on the website www.movewecarry.lu set up for this purpose by the Service Provider.

The reservation may be made by the Client himself or by his accommodation provider.

For each reservation, the Client or the accommodation provider will receive a confirmation by email.

3. Identification and contents of luggage

Luggage must be clearly identified by a "luggage tag" that the Customer can download and print on the website www.movewecarry.lu.

This "luggage tag" must be filled in by the Customer and attached visibly to the pieces of luggage to be transported.

The Customer must be fully aware of the contents of each piece of luggage.

The luggage must not contain objects that could endanger other persons or the vehicle used for transport.

4. Transport (collection and deposit) of luggage

The transport of the luggage is assured:

(a) during the seven days of the week (7/7), from 23 June to 31 December 2020

(b) within the same day, throughout the national territory (collection after 10.00 a.m. and delivery at the destination by 4.00 p.m. at the latest)

c) from and to any **commercial accommodation** located on the territory of the Grand Duchy and which can accommodate visitors for overnight stays (hotels, boarding houses, youth hostels, campsites, gites, rentals, etc.)

Collection or deposit to a **private address** in Luxembourg is accepted if the destination or origin of the suitcases is commercial accommodation as described in the paragraph above.

Collection or delivery to a railway station, airport or any other public place will only be made on request to the Service Provider and at a special rate provided for this purpose, provided that the destination or origin of the suitcases in Luxembourg is business accommodation as described in the paragraph above.

At the time of pick-up and drop-off, the driver will ask the person present to sign a document attesting to the pick-up / drop-off as well as the number of pieces of luggage picked up / dropped off.

The Client must ensure that **a person is physically present and can be contacted** by telephone when the luggage is collected at the place of departure and when the luggage is deposited at the place of destination. He undertakes to do so by ticking the appropriate box on the reservation form.

If no one is present and no one can be contacted when the luggage is collected, the contract between the Provider and the Customer is considered cancelled and the luggage will remain at the place of departure.

If no one is present and no one can be contacted when the luggage is deposited at the place of destination, the Service Provider will keep the luggage and transport it to its facilities, where the Client can retrieve it.

5. Coverage and limitations of the proposed service

(a) The following are eligible for this service :

- only travel luggage (suitcases, backpacks, bicycle bags, travel bags, ...),
- the addresses of commercial accommodation located within the national borders of the Grand Duchy, both for the collection and for the deposit of luggage.

Private addresses may be the points of first removal or last deposit under the conditions described in point 4 c) above.

(b) The following are excluded from this service

- any other object or merchandise that does not meet the description of travel luggage ;
- the transport of the following objects: mobile phones, laptops, electronic tablets, cameras and drones ;
- any place other than as described in point 4 c) above (e.g. public buildings, shops, etc.).
- the transport of persons or animals (domestic or other)

The transport of bicycles is in principle not provided. Upon request (movewecarry@vew.lu), the Service Provider shall provide the customer with a separate quotation for the transport of bicycles.

(c) Liability and insurance :

The Customer is advised not to include foreign cash money or valuables in his luggage.

In any event, the Service Provider's liability in the event of damage, loss or theft of the luggage entrusted to it is limited to an amount of €2,000 per piece of luggage.

6. Rates

For the 2020 season, the luggage transportation service is offered free of charge.

7. Force majeure

The Service Provider shall not be liable if the non-execution or delay in the execution of one of its obligations described in these General Terms and Conditions is the consequence of a case of force majeure. As such, force majeure is understood to mean any external, unforeseeable and irresistible event within the meaning of Article 1148 of the French Civil Code.

8. Processing of personal data

Any contract concluded between the Customer and the Service Provider may involve the collection by the Service Provider of personal data of the Customer, the processing of which is necessary for the execution of the contract and/or compliance with legal obligations.

Any communication of personal data to third parties or subcontractors shall be made in accordance with Luxembourg law and European Union law, including the General Regulation on the Protection of Personal Data (No. 679/2016/EU).

The Client declares that he is informed that he has the right to access and rectify his personal data at any time and the right to refuse the processing of his data, with the result that the Service Provider then reserves the right to refuse the conclusion of a contract with the Client in the event that the said data is necessary for the execution of the contract.

9. Final provision

The Service Provider reserves the right to amend these Terms and Conditions.

Any changes shall only be binding to the Client if the latter has been duly informed prior to the conclusion of the contract.

10. Applicable law

These General Conditions are subject to Luxembourg law.

11. Settlement of Disputes

Disputes that may arise in connection with the validity, interpretation, execution or breach of the contract concluded between the Service Provider and the Client shall be submitted to mediation in accordance with the mediation rules of the Luxembourg Civil and Commercial Mediation Centre (CMCC) to which the parties declare that they adhere.

If mediation in accordance with the preceding paragraph fails to settle the dispute between the Service Provider and the Customer, the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction to settle the dispute.