



TERMS AND CONDITIONS

The following Terms and Conditions establish the framework under which our **Tour Operator** (hereinafter, "the Company") provides its luxury private transportation services and tailored tours. Our fleet includes sedans, SUVs (such as the Suburban), electric vehicles (Tesla), and Sprinter vans, available for private transfers and excursions to destinations throughout Mexico. All services are private and reserved exclusively for the contracting client and their party—never shared with third parties. Services are governed by the reservation, payment, cancellation, and operating policies described below.

Reservations and Confirmation

- **Reservation procedure.** Service requests may be made by phone, email, or through our website. We strongly recommend booking as far in advance as possible (preferably at least 48 hours before the service) to ensure availability.
- **Required information.** When booking, the client must provide the complete service details: date, time, pickup location, destination, number of passengers, and desired vehicle type. For airport transfers (to or from), flight information must also be provided so that potential delays can be monitored. It is the client's responsibility to ensure the accuracy of all information submitted. The Company will not be liable for any inconvenience arising from incorrect information provided by the client (for example, missed flights or the driver's absence at the pickup point). Any error or change in reservation details should be reported as soon as possible.
- **Confirmation.** Once the request is received, the Company will confirm availability and price. A reservation is not considered confirmed until the client receives written confirmation by email, which will include all agreed service details. For last-minute bookings (less than 48 hours before the service), confirmation will be subject to the real-time availability of vehicles and drivers.

Rates and Included Services

- **Fixed per-service rates.** For point-to-point transfers (for example, from a hotel to the airport or from one city to another), a fixed per-service rate is quoted that applies exclusively to the specific route and conditions agreed. This fixed rate remains valid provided the service begins at the designated time and pickup point and proceeds directly to the confirmed destination without unplanned detours or delays.
- **Hourly rates.** For services quoted by the hour (for example, a chauffeured vehicle on standby for flexible routes, private local tours, waiting times, etc.), an hourly rate is quoted subject to a minimum service time (typically 2 or 3 hours, depending on the case). If the client extends use of the vehicle beyond the originally reserved duration, the additional time will be billed in hourly increments at the prevailing hourly rate.
- **Included in the quoted price.** Every quote will clearly specify what is included. In general, the following is covered:
 - * **Private chauffeured vehicle:** a private-use vehicle in the requested category (Sedan, luxury SUV, Tesla, Sprinter van, etc.), driven by a professional, trained (typically bilingual), and uniformed chauffeur dedicated exclusively to the client.
 - * Fuel and mileage: the quoted price includes all fuel and mileage necessary to complete the agreed itinerary. No additional mileage charges will apply unless the route deviates from the originally confirmed plan.

- * **Onboard amenities:** complimentary purified bottled water (355 ml) for passengers, along with other basic comforts such as air conditioning and an impeccably clean vehicle.
 - * **Insurance and permits:** each vehicle carries a valid civil liability insurance policy covering passengers and third parties, in compliance with Mexican law. The Company holds all licenses and permits necessary to operate legally as a tourist transportation provider. (Note: although the vehicle is insured, the client's personal belongings are transported at their own risk. The Company assumes no responsibility for the loss of or damage to luggage or other items during the service. Clients are strongly encouraged to obtain their own travel insurance when they deem it necessary.)
 - * **Taxes:** unless otherwise indicated in the quote, all rates include applicable taxes (VAT).
 - * **Other costs:** any tolls, standard parking, or anticipated road expenses during the planned service are included, unless otherwise specified. If, during the service, the client requests detours, unscheduled stops, or route changes, additional charges may apply (the chauffeur will communicate these in advance whenever possible).
- **Services not included.** Unless expressly stated in the quote, the following are not included: chauffeur gratuities (optional and at the client's discretion), admission tickets to attractions, food or beverages not mentioned, or any other personal expense. Any additional service not specified in the original quote will be charged separately.

Payment Policies

- **Reservation deposit.** To confirm a reservation, the Company may require an initial deposit equal to a percentage of the total quoted amount, depending on the service. The deposit amount and payment instructions will be provided at the time of booking. This deposit secures the assignment of the vehicle and chauffeur for the requested date. If the deposit is not received within the indicated period, the Company reserves the right to release the date and cancel the pending reservation request.
- **Payment of the remaining balance.** The remaining balance (total amount less deposit) must be paid no later than the start of the service. Clients may choose to pay in advance (via bank transfer, online card payment, etc.) or directly to the chauffeur at pickup (in cash or by credit card, subject to availability). The payment method will be agreed during the reservation process.
- **Accepted payment methods.** We accept payment via electronic bank transfer, direct bank deposit, credit/debit cards (Visa, MasterCard, American Express, etc.), and cash in local currency (MXN pesos or USD). For payments made in foreign currency or with an international card, the exchange rate on the day the payment is processed will apply.
- **Last-minute payments.** For bookings made on very short notice (the same day as the service or less than 24 hours in advance), full prepayment will be required to secure the service. The Company will confirm availability and provide immediate payment instructions. If payment is not received under these urgent booking conditions, the reservation will not be confirmed.
- **Receipts and invoices.** The Company will issue payment receipts or official tax invoices (CFDI) upon request. Travel agencies or corporate clients requesting an invoice must provide complete tax information. For clients who do not provide tax information or do not request an invoice, general-public tax receipts will be issued at the end of each month.

Cancellation and Change Policies

- **Cancellation without penalty.** We understand that plans can change. For this reason, cancellations or rescheduling requested at least 24 hours before the scheduled service start time may be processed without penalty. In such cases, the Company will issue a credit equal to 100% of the amount paid (whether a deposit or full payment), which may be applied toward future transportation services or other products offered by the Company.
- **Late cancellations.** If a cancellation is made less than 24 hours before the scheduled service start time, the following charges will apply due to the operational impact:

- * **Cancellations made between 12 and 23 hours before the service:** a credit equal to 50% of the amount paid will be issued, which may be applied toward future transportation services or other products offered by the Company. The remaining 50% will be retained as a late-cancellation penalty.
 - * **Cancellations made with less than 12 hours' notice, or in the event of a no-show:** a 100% penalty will apply. No credit or refund will be issued, as the vehicle and driver will have been exclusively assigned and held in standby for the client.
- **Cancellation procedure.** All cancellation requests must be submitted in writing (via email or authorized text message) and confirmed by the Company. The effective time of cancellation will be the moment the Company confirms receipt of the notification. It is the client's responsibility to ensure they have received cancellation confirmation; if no response is received within a reasonable period, the client should follow up by telephone.
 - **Changes and rescheduling.** Changes to a reservation (for example, modifications to the time, date, route, or vehicle type) are subject to availability and must be accepted by the Company. If the client requests a change at least 24 hours in advance, the Company will make every effort to accommodate it at no additional cost (a fare adjustment may apply if the new route or duration differs). Change requests made less than 24 hours in advance may be treated as a cancellation followed by a new reservation, depending on the scope of the change. Same-day changes are not guaranteed and may incur additional charges or prove unfeasible if the vehicle or driver is already committed.
 - **Force majeure cancellations.** If the client is unable to use the reserved service due to verifiable circumstances of force majeure—such as serious illness (with a medical certificate), extreme weather conditions, natural disasters, government-imposed health restrictions, or any extraordinary circumstance beyond the client's control—the Company will evaluate each case individually and at its sole discretion. Depending on the situation, the Company may offer a flexible solution, such as:
 - * Rescheduling the service without penalty to a new date within a reasonable timeframe.
 - * In exceptional and justified cases, offering a partial or full refund if deemed commercially viable.

It is important to note that the Company is not obligated to grant refunds in these cases, and any exception will be granted solely on the basis of reasonableness, operational availability, and the final decision of management.
 - **Cancellation by the Company.** In the unlikely event that the Company must cancel a confirmed service (due to extraordinary circumstances such as an irreparable vehicle breakdown, regional safety concerns, or driver unavailability resulting from force majeure), the client will be notified as promptly as possible. The Company will offer the client an equivalent alternative transportation option. If the client declines the alternative, or if providing one is not feasible, the Company will issue a full refund of the amount paid for the cancelled service and will bear no responsibility for any further consequences arising from the cancellation.

Punctuality, Waiting Times, and Additional Hours

- **Client responsibility — schedule.** The client must observe the agreed departure time. We recommend being ready to board 5 to 10 minutes before the scheduled pickup time, especially for services departing from hotels or private residences, to allow for luggage loading and a punctual departure.
- **Grace period.** The chauffeur will wait at the pickup point for up to 19 minutes after the agreed time at no additional cost (grace period). This margin is intended to accommodate minor or unforeseen delays.
- **Waiting charges.** If the client is delayed beyond the 19-minute grace period, additional waiting time will be charged, calculated according to the prevailing hourly rate and vehicle type. From minute 20 onward, the additional time will be billed in one-hour increments (or fractions thereof, as applicable). These additional waiting charges must be paid at the end of the service directly to the chauffeur or added to the final invoice. While the chauffeur will try to wait beyond the grace period if the day's schedule allows, extended availability is not guaranteed. If the chauffeur has other commitments, the delay may be treated as a no-show and the corresponding cancellation policy will apply.

- **Hourly services — extensions.** For services contracted by the hour, if the client wishes to extend the service during the trip, they must inform the chauffeur as far in advance as possible. The extension will be subject to the availability of both the vehicle and the chauffeur, as well as legal limits on driving time (for safety reasons, chauffeurs may not exceed a certain number of continuous driving hours or total working hours per day). If the extension is feasible, the additional time will be billed at the agreed hourly rate. If the extension is not possible due to scheduling conflicts or other restrictions, the chauffeur will conclude the service at the originally agreed time.
- **Stops during transfers.** If, during a point-to-point transfer, the client requests an intermediate stop or a brief wait before continuing to the final destination (for example, for an errand or a short visit), the first short stop is permitted at no additional cost, provided it does not exceed 15 minutes. For longer stops or extended waiting periods, the chauffeur will inform the client whether additional charges apply. As a general rule, lengthy unplanned stops or route deviations are not permitted during direct transfers unless the service is converted to an hourly format (with the corresponding fare adjustment).
- **Delayed flights.** For airport pickup services, the Company monitors flight status when flight information (flight number and arrival time) is provided. If a flight is delayed, the chauffeur will adjust their arrival at the airport accordingly, and no additional waiting charge will apply within a reasonable margin of delay, provided it is attributable to the airline. However, for excessive delays (for example, more than 2 hours beyond the original arrival time) or flight cancellations, the Company will assist the client in rescheduling the service subject to availability. If the client chooses to cancel, the standard cancellation policies will apply. No refunds will be granted for no-shows due to cancelled flights that were not reported to the Company in a timely manner, as the vehicle will have been assigned and held in standby. Clients are asked to contact the Company immediately if they miss a flight or if their itinerary changes on the day of the service, so that we can attempt to reschedule the transportation whenever possible.

Client Conduct and Responsibilities

- **Appropriate behavior.** Passengers are expected to maintain respectful behavior throughout the service. Smoking inside the vehicle and the use of illegal substances are strictly prohibited. The chauffeur has the authority to refuse or terminate the service if any passenger engages in conduct that compromises the safety or integrity of the chauffeur, the vehicle, or other passengers (for example, visibly intoxicated passengers or those under the influence of drugs, aggressive or offensive behavior, vehicle vandalism, etc.). In such cases, if the service is terminated due to misconduct, no refund will be issued for the unused portion, and the client will be responsible for arranging their own alternative transportation from that point onward.
- **Seatbelt use.** For safety reasons and in compliance with the law, all passengers must wear seatbelts throughout the trip. The chauffeur may refuse to begin or continue the journey until all passengers are properly buckled. When traveling with minors, we recommend requesting infant car seats or booster seats in advance; the Company can provide a limited number of child safety seats upon request at the time of booking (subject to availability), or the client may use their own. Children count as passengers for vehicle capacity purposes and must be supervised by an adult.
- **Vehicle capacity.** A number of passengers exceeding the vehicle's stated maximum capacity will not be permitted on board (for safety and regulatory reasons). The number of passengers declared in the reservation must be accurate; if additional unregistered passengers arrive, the chauffeur may refuse service if capacity is exceeded, or a larger vehicle may be provided (subject to availability) at an additional cost.
- **Belongings and lost items.** Clients are responsible for their belongings. At the end of the service, please be sure to take all your personal items with you. The Company is not responsible for any items lost or left behind in the vehicles; however, if an item is found, we will make reasonable efforts to contact the client and facilitate its return (shipping costs, if applicable, will be borne by the client).
- **Vehicle damage.** Any damage to the vehicle or special cleaning required due to the actions of the client or their companions (for example, severe stains, food or beverage spills, broken interior components, vomit, etc.) will be the client's responsibility. In such cases, the Company may charge an additional cleaning or repair fee to cover the cost of restoring the vehicle to its original condition. The chauffeur will document the incident and provide the client with a breakdown of any damage-related charges.

- **On-route liability.** The Company is committed to carrying out the transfer with the greatest possible safety and comfort for the client. However, we are not responsible for delays caused by factors beyond our control, such as unusual traffic or severe congestion, road accidents, adverse weather conditions, public safety operations, detours, demonstrations, road closures, or other force majeure circumstances. In such cases, the chauffeur may choose alternative routes to complete the service, which may affect the estimated arrival time. If, for any reason, it becomes absolutely impossible to reach the final destination (for example, a total road closure with no viable alternative route), the Company will coordinate with the client either to wait for the road to reopen or to drop off at a safe alternative location, whichever is more convenient. No additional compensation will be granted in such cases, as they are beyond the Company's control.
- **Assistance and insurance.** In the event of a road accident during the service, the safety and well-being of passengers will be the top priority. All our vehicles carry civil liability and accident insurance in accordance with the law, providing basic medical coverage to occupants in the event of an incident. The Company will provide the necessary assistance and, if required, coordinate alternative transportation so that passengers can continue to their destination (depending on the situation). Nevertheless, the Company's liability is limited to the terms of the insurance policy and applicable law; we assume no responsibility for indirect losses, delays, or inconveniences arising from the accident beyond what is covered.

Geographic Service Coverage

- **Coverage.** Our operating base is in San Miguel de Allende, Guanajuato. However, we provide transportation services to and from any destination within Mexico, tailored to the client's needs.
- **Out-of-area services.** For services beginning outside the San Miguel de Allende area (that is, when the vehicle must travel empty from our base to another city to pick up the client), an additional repositioning or travel-expense charge may apply. In such cases, this charge will be clearly stated in the service quote. Additionally, for very long-distance or multi-destination trips, the quote may include the chauffeur's lodging and meal expenses if overnight stays are required. All these conditions will be discussed and agreed with the client in advance.
- **Legal limitations.** We operate in compliance with the regulations in force for tourist transportation in Mexico. For road-safety reasons, a single chauffeur may not operate the vehicle for excessive periods without rest. On extremely long routes, a second chauffeur or technical stops may be required as established by law. Where applicable, the Company will communicate these details during service planning.

Acceptance of Terms

Engaging our services implies acceptance of all the terms and conditions described herein. We strongly encourage clients to read this document carefully. These policies are designed to ensure a high-quality experience, clarify the responsibilities of all parties, and provide a safe and reliable service for everyone. If you have any questions regarding these terms, please do not hesitate to contact us; we will gladly provide any clarification. The Company reserves the right to update these Terms and Conditions periodically and will inform clients of any relevant changes through our website or registered communication channels. We appreciate your trust and are committed to delivering excellence in every service we provide.

