**Terms and Conditions**

Effective **08/16/2024**

Welcome to Cerci Luxury Transportation LLC (“Company,” “we,” “us,” or “our”). By accessing or using our website www.cercilimo.com (the “Site”) and/or by booking our services, you agree to comply with and be bound by these Terms and Conditions (the “Terms”). Please read them carefully.

**1. Booking**

All bookings must be made through our Site or by contacting our customer service. Bookings are considered confirmed only after you receive a confirmation email or message from us.

Hourly Rate: Charges are calculated by applying the applicable hourly rate commencing at the scheduled pick up time when the chauffeur arrives at the location to begin service and continuing through such time the chauffeur concludes service at the final drop off location. The minimum number of billable hours appears in the estimate; however the actual billable hours may exceed the minimum. For hourly jobs with a 3 hour minimum, a 20% deposit is taken at the time of booking.

Extra Stops: For transfer reservations, customers wishing to make a stop along the route, will be charged $25 per stop with the stop not to exceed 15 minutes. If the stop exceeds fifteen (15) minutes, the customer will be charged in 15 minute increments (rounded up) for the time that the chauffeur waits. If there is more than one stop, or if the stop lasts more than thirty (30) minutes, the trip will convert to an hourly rate.

Waiting Time: We provide 15 minutes of free waiting time on all pick-ups. For airport transfers, 45 minutes of free waiting time after the flight lands. For international flights, 60 minutes of free waiting time after the flight lands.

Following the free waiting time, there will be a charge of $60.00 per hour, or a portion thereof, for fixed rates.

For hourly rates, the waiting time does not apply. Rates are based on the hourly rate of the reservation start time.

Holidays: A 25% holiday surcharge, based on the fare, stop and waiting time, will be charged to all trips occurring on: New Year’s Eve and Day, Fourth of July, Thanksgiving Eve and Day, Christmas Eve and Day.

**2. Payment**

Payment must be made in full at the time of booking, unless otherwise agreed upon. We accept various forms of payment, including credit/debit cards and other methods specified on our Site.

Rates quoted prior to service are only an initial estimate of the cost of services reserved. Wait time and/or additional services may change the final price.

All charges include 20% gratuity, 5% fuel surcharge, airport parking (if applicable), taxes and tolls. (Subject to change.)

**3. Change, Cancellation and No Show Policy**

We can be reached 24/7 at 1-914-306-5121 for any questions or changes to reservations.

All SUVs and Sedans must receive a 3 hour notice for a change, if the reservation is within the NYC or Westchester County area. For any reservation outside these areas, a 5 hour notice is required.

For Airport Transfers and Point-to-Point rides, cancellations must be made 24 hours before the scheduled service in order to receive a refund. Cancellations made within 24 hours of the scheduled service may not be eligible for a refund.

For Hourly jobs with a 3 hour minimum, a 20% deposit is taken at the time of booking. Any cancellations must be made at least 48 hours prior to the date/time of pick up to receive a refund.

A no show fee equal to the hourly minimum or base transfer rate for the confirmed vehicle, plus airport fee, fuel surcharge, and toll(s) will apply if the passenger fails to cancel or meet the chauffeur at the designated pick up location for all reservations. If you cannot locate your chauffeur, please call our office at +1 914-306-5121, we are available 24/7. If you leave without contacting our office, you will be charged the full fare.

**3. Service Details**

Our services are subject to availability. We may need to change or modify the service provided due to unforeseen circumstances. In such cases, we will make reasonable efforts to inform you and provide an alternative solution.

**4. User Responsibilities**

You agree to use our services and Site for lawful purposes only and in a manner that does not infringe on the rights of others.

You are responsible for any damage caused to the vehicle by you or your guests. Charges for damage will be billed to the credit card used for the booking.

**5. Limitation of Liability**

To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of our Site or services.

We are not liable for any failure to perform our obligations due to events beyond our reasonable control, including but not limited to natural disasters, strikes, or technical failures.

**6. Privacy**

We collect and use personal information as described in our Privacy Policy. By using our Site and services, you consent to our collection and use of personal data. We implement reasonable security measures to protect your personal information. However, no method of transmission over the internet or electronic storage is 100% secure.

**7. Intellectual Property**

All content on our Site, including text, graphics, logos, and images, is the property of Cerci Luxury Transportation LLC or its licensors and is protected by copyright, trademark, and other intellectual property laws.

**8. Governing Law**

These Terms are governed by and construed in accordance with the laws of the state of New York, without regard to its conflict of law principles.

**9. Changes to Terms**

We reserve the right to update or modify these Terms at any time. Changes will be posted on this page, and your continued use of the Site and services constitutes acceptance of the revised Terms.

**10. Contact Us**

If you have any questions or concerns regarding these Terms, please contact us at:

Cerci Luxury Transportation LLC
Email: www.CerciLimo.com
Phone: +1 914-306-5121
Address: 600 Mamaroneck Ave #400, Harrison, NY 10528