Alp Venture SARL - Terms and Conditions

167 Chemin des Effonds, 38520 Le Bourg d'Oisans, France Siren No: 821 869 377, TVA number: FR 63 821869377

In these terms and conditions where the context so admits the following words shall have the following meanings: The "**seller**" shall mean Alp Venture SARL.

The "client" shall mean the adult of at least 18 years of age who acts as agent for all passengers in the booking and makes the booking in their own name or in their name and other passenger's names, including a large number of passengers and shall be the only contact between a group of passengers and the seller.

The "passenger" shall mean a client or member of a client's group.

The "booking" shall mean the contract or the purchase and sale of the services.

By making a booking or placing an order with the seller either online, via email, telephone or fax the client accepts these terms and conditions.

Group bookings: The client when organising a booking on behalf of a group of passengers accepts these terms and conditions on behalf of each passenger of their group.

Payment: A deposit payment is required when booking the services of Alp Venture. Subject to availability the booking is deemed confirmed when the seller receives the deposit payment and the client then receives a confirmation email, normally within 24 hours of making the booking. Should this confirmation not be received the client should inform the seller as soon as possible.

Balance payments: The full balance payment of any booking should be paid and confirmed 14 days before the scheduled travel date.

Contact details and travel information: The client is responsible for providing the following information:

Email address, contact name, mobile phone number, flight or train number, airport or station details, flight or train arrival and departure times (local time zones), number of passengers, accommodation address and resort details, child seat requirements and additional luggage requests. Any incorrect information communicated by the client shall be at the fault of the client and no liability shall be accepted or compensation offered by the seller.

Amendments to booking: Any amendment requests to a confirmed booking should be made in writing by the client to the seller. The seller reserves the right to reject any / all of these requests.

The seller reserves the right to charge the client an administration fee of 25 Euros if any amendments are accepted and the clients booking is amended in any way.

Pick up: Your confirmation email should be used as proof of your booking when meeting your driver.

Your driver will meet you at your arranged pick-up point. If you fail to meet your driver please contact your driver or email Alp Venture so we can advise you of your driver's current location.

If a client does not show up at the airport or station and no contact is made with Alp Venture within 60 minutes of the booking arrival time then the seller reserves the right to allow the driver to leave the airport and the client must arrange alternative transport at their own cost and no compensation will be offered by the seller.

The sellers' quotation does not include any additional stops whilst travelling to your destination unless agreed in writing. **Delay:** If a client's or passenger's flight, train or bus is delayed the seller must be informed as soon as possible.

If our driver is already at the arranged pick-up point and is able to wait more than 60 minutes from the booked arrival time due to a clients flight, train or bus delay then a waiting charge of 25 Euros per hour (or part thereof) will be charged by the seller which must be paid in full by the client before continuation of the booking.

Your allocated driver may have to leave the airport or station to complete other scheduled bookings. In this case you may have to wait at the airport or station until we have a vehicle available. If a client decides to arrange alternative transport this will be at the clients expense and will be classed as *cancellation of this leg of your booking with us. If there is a significant delay the seller reserves the right to cancel the booking without offering a refund or any alternative transport.

*Cancellation: Cancellations to bookings by the client should be made in writing to the seller (confirmed by receipt from the seller) 14 days before your booked travel date in order to receive a full refund (less 25 Euros administration fee). No refund will be given if a cancellation request is received less than 14 days before your booked travel date.

Upon request we can issue an invoice and email for insurance purposes.

Cancellation of any bookings by the seller will be refunded in full.

Flight, train or bus cancellation: If your flight, train or bus is cancelled please see *Cancellation.

Upon request we can issue an invoice and email for insurance purposes.

Return trip: Alp venture will contact you the day before your return trip via your contact number to confirm your collection time, this time will be based on weather and road conditions known at the time to allow sufficient travelling time to arrive at your destination.

If a client insists on an alternative later collection time we will not be held responsible for any missed connections.

Baggage: Passengers are each allowed one main piece of baggage and one piece of hand baggage. Please inform the seller at the time of your initial enquiry of the number of ski or snowboard bags, bike boxes or any additional baggage to be transported. The seller will then confirm or refuse your request and relay any additional charges incurred. Note: snowboard bags, ski bags or bike boxes may be transported outside the vehicle if deemed necessary by the driver. If more baggage is carried by the client than originally stated when booking, the seller reserves the right to refuse carriage or to charge an additional fee to cover costs of transportation.

The properties of passengers are transported at their own risks and no responsibility for loss or damage is accepted by the seller.

Passengers are advised to arrange sufficient travel insurance to cover their personal items and baggage.

Children and babies will occupy a seat on their own and should be supervised by their parents or minders. **Vehicles:** All our vehicles are fully licenced and insured to French law requirements.

Any damage or soiling caused either inside or outside of the sellers vehicles by a passenger will be paid for in full by the offending passenger** at the time of the incident or invoiced to the client when discovered by the seller. Refusal of payment may delay/stop the booking or the seller may take legal action against the client or passenger. **Parents or minders of children and adolescents under the age of 18 years are responsible for the conduct of these minors while in the seller's vehicles and will be held responsible for any damage or soiling caused by the aforementioned minors. Soiling incurs a minimum cleaning cost of 50 Euros.

Seat belts, child seats and booster seats: Seat belts must be worn by all passengers for the duration of the trip. Standard compliant child and booster seats are available upon request free of charge and should be requested when booking. Children should be supervised by their parents or minders to wear seatbelts or use child seats in vehicles.

Clients must supply non-standard seats if required and inform the seller.

Driver: Please do not distract the driver whilst the vehicle is being driven.

Carriage: Alp Venture endeavour to collect and transport passengers to their required destinations without inconvenience or delay.

The seller reserves the right to refuse carriage of any passengers who are thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the driver or other passengers.

Passengers are not allowed to consume any alcoholic drinks in the vehicle.

Food must not be consumed in the vehicle.

Smoking is not permitted in all vehicles.

The seller shall not be liable in the event of any delays, or resulting failure due to circumstances out of the seller's control. These circumstance include, but are not limited to the following examples:

- Road accidents causing traffic delays
- Compliance with requests from the police, a government official or customs officer
- Vandalism or terrorism
- Unforeseen traffic delays or road closures
- Problems caused by other passengers
- Health issues relating to the driver or passengers
- Any circumstances effecting passenger or driver safety
- Vehicle breakdown
- Force Majeure, e.g. exceptional or severe weather conditions, non-availability of fuel, industrial action, trade disputes, threatening / acts of war, civil commotion, acts of god or any cause beyond the reasonable control of the seller.

Surcharge: The seller reserves the right to apply a fuel surcharge if fuel prices rise excessively.

Third party transport companies: The seller in exceptional circumstances reserves the right to subcontract the transport of passengers to a registered, licenced, third party transport company if deemed necessary.

Legal: All information communicated to the seller by its clients will remain confidential and will not be shared with any other companies or organisations other than for the purpose of completing the booking.

Disputes: In the event of a dispute between a client or third party and the seller, of which an agreement cannot be met, it will then be exclusively resolved by the French legal system.

Law and jurisdiction: This agreement shall be governed by French law in every particular and shall be deemed to have been made in France.

Any proceedings arising out of or in connection with these terms and conditions shall be brought before the French courts.

Any submissions by the parties to such jurisdiction shall not limit the seller the right to commence proceedings arising out of these terms and conditions in any other jurisdiction it may consider appropriate.