

Mountain Express Terms & Conditions of Service (revised 30th June 2008)

- 1. Meaning of words: The "client" is any passenger or passengers to be or being or having been transported by the "carrier". The "carrier" is Mountain Express SARL, siege social La Contamine, 73440 -St Jean de Belleville, France. "Transfer" means any journey to transport passengers and their luggage. A "private" transfer is a booking placed by the client for one or more passengers for exclusive occupation of the transfer vehicle provided by the carrier. A "Shared" transfer is a booking placed by the client for one or more designated passengers to be transported by the carrier with other clients who have placed a separate booking for a similar transfer with the carrier. A "No Show" is a situation where the client fails to meet the carrier at the designated meeting point within 90 minutes of the flight or train arrival time as indicated on the booking confirmation or within 60 minutes of the collection time from any other address as indicated on the booking confirmation without having made confirmed contact with the carrier.
- 2. Any verbal or written quotation provided by the carrier will include all taxes and tolls unless otherwise stated at the time of quoting.
- Upon receiving the client's acceptance of a transfer quotation verbally, by fax or by email, the client is deemed to have entered a contract with the carrier under the terms and conditions of service herein.
 Upon receiving acceptance of a transfer quotation by the client the carrier will provide a written confirmation of the transfer booking
- Upon receiving acceptance of a transfer quotation by the client the carrier will provide a written confirmation of the transfer booking by email or fax and this written confirmation is the client's ticket to be presented to the driver on collection.
 All clients and their luggage are transported subject to these terms and conditions of service. In the event of a booking for two or
- 5. All clients and their luggage are transported subject to these terms and conditions of service. In the event of a booking for two or more people the client placing the booking is deemed to be acting as an authorised agent accepting these conditions on behalf of the other passenger(s) and the other passenger(s) are deemed to have accepted these terms and conditions once a booking has been made on their behalf.
- 6. Payment for transportation must be provided as detailed in the booking confirmation provided by the carrier to the client plus any additional charges if applicable as detailed within these terms and conditions.
- 7. Cancellation. In the event of the client cancelling a booking more than 21 days prior to the first date of transfer no charge. For cancellations less than 21 days prior to the first date of transfer a cancellation charge of 25% of the total booking cost shown on the booking confirmation supplied by the carrier to the client must be paid by the client. For cancellations on the date of transfer or in the event of a "No Show" a cancellation charge of 50% of the total booking cost shown on the booking confirmation supplied by the client. Cancellation charges will be debited by the carrier from the credit/debit card supplied by the client at the time of booking and the carrier reserves the right to debit these charges in Euros or Sterling at a fixed exchange rate of €1.00 to £0.75.
- 8. Waiting time. In the event of the client's arrival at any airport, train or bus/coach station collection point (except in Moutiers) being delayed for whatever reason the carrier will wait for up to 90 minutes from the original scheduled flight, train or bus/coach arrival time indicated on the booking confirmation free of charge after which time the carrier will endeavour to continue to wait subject to the condition that this does not result in any delay in service to any other client. Waiting time will then be payable by the client at a rate of 10 euros per 15 minutes over and above the initial 90 minutes. In the event of the client not being ready for collection by the carrier at any other address (including Moutiers train or bus/coach station) the carrier will wait for 15 minutes from the original collection time indicated on the booking confirmation after which waiting time will be payable by the client at a rate of 10 euros per 15 minutes. If the carrier has waited for a client who then refuses to pay the additional waiting charges the transfer will be deemed to be cancelled and the standard cancellation charges as detailed in item 7. of these terms and conditions of service will apply. In certain circumstances the client may be able to claim this amount off their travel insurance
- 9. If the carrier chooses not to wait for more than 90 minutes from the original scheduled flight or train or bus/coach arrival time at any location other than Moutiers as indicated on the booking confirmation or beyond 15 minutes for any other address the booking will be deemed to be cancelled by the client and cancellation charges may be applied at the absolute discretion of the carrier. The client may then choose to book a replacement transfer which will be provided as soon as possible. Both the cancelled transfer and the replacement transfer would be payable in full unless otherwise indicated by the carrier at the time of confirming the replacement transfer. In certain circumstances the client may be able to claim this amount off their travel insurance.
- 10. In the event of a client missing a transfer for whatever reason the carrier will make every effort to provide a replacement transfer as soon as possible subject to availability.
- 11. If the client's flight or train is diverted to an alternative airport, train or bus/coach station the carrier will endeavour where possible and subject to other booking commitments to provide the client with an alternative transfer to or from the new collection or destination address at the carriers published rate for the alternative transfer plus €0.50 per kilometre from the original scheduled collection or destination point to the new collection or destination point plus any additional tolls incurred by the carrier over and above those tolls normally included in the price of the alternative transfer. If the carrier is unable to provide an alternative transfer without causing a delay in service to any other client the booking is deemed to be cancelled by the client and the standard cancellation charges as detailed in item 7. of these terms and conditions of service may be applied at the absolute discretion of the carrier. In certain circumstances the client may be able to claim this amount off their travel insurance.
- 12. If the client chooses not to accept a replacement transfer by the carrier the standard cancellation charges as detailed in item 7. of these terms and conditions of service will apply.
- 13. Smoking or the consumption of alcohol or the use of illegal drugs within the transfer vehicle is not permitted at any time.
- 14. The carrier reserves the right to refuse to transport any client who is thought to be under the influence of alcohol or illegal drugs or who is considered by the carrier to pose a threat to the driver or other passengers.
- 15. The carrier will endeavour to provide a transfer service to the client from the collection address detailed in the booking confirmation to the destination address detailed in the booking confirmation with the minimum delay reasonably possible however circumstances beyond the carrier's control may not make this possible in which case the carrier cannot be held responsible for any financial or material losses consequential or otherwise. Circumstances beyond the carriers control include but are not restricted to the following examples;
 - a. Any circumstance affecting the client's or driver's safety.
 - b. Any accident or incident causing unforeseen traffic delays.
 - c. Any road closure or restricted access of the intended route chosen by the carrier.
 - d. Any delays as a result of weather conditions.
 - e. Any un-foreseen traffic delays.
 - f. Any vehicle breakdown or puncture.
 - g. Any delay as a result of the carrier's vehicle being detained by police, customs or any other government official.
- h. Any delay howsoever caused by a third party to include but not be restricted to industrial action terrorism or vandalism.16. If the carrier fails for any reason within it's control to provide or complete a transfer the carrier will provide an alternative means of
- transportation for the client to a value not exceeding 25% more than the amount quoted by the carrier for the transfer booked subject to availability of a third party supplier to provide such a service.
- 17. The carrier and any vehicle operated by the carrier is fully insured and licensed to carry passengers under French law however the client's luggage is carried entirely at their own risk and no responsibility can be accepted by the carrier for loss or damage. The client should therefore ensure they have contracted appropriate travel insurance to cover this if they require.
- 18. In any circumstances the liability of the carrier shall be limited to 500 euros per passenger.
- 19. These terms and conditions shall not affect the client's statutory rights under French law.
- 20. French law governs these terms and conditions.