

1. Meaning of words.

- i. The “carrier” is Mountain Express SAS, siege social;- Rue des Sizerins, Les Menuires, 73440 - Les Belleville, France.
- ii. The “client” is any person placing a booking with the carrier or any person or persons to be or being or having been transported by the carrier.
- iii. The “party” is any number of people being transported by the carrier under one booking.
- iv. A “Minor” is any person aged 16 years or under.
- v. “Transfer” means any journey to transport the client and or their luggage.
- vi. “Booking” means any confirmed reservation made by the client with the carrier for any number of transfers as detailed in the transfer booking confirmation provided by the carrier.
- vii. A “private” transfer is a booking placed by the client for one or more people for exclusive occupancy of the transfer vehicle provided by the carrier.
- viii. A “Shared” transfer is a booking placed by the client for one or more people to be transported by the carrier with other clients who have placed a separate booking for a similar transfer with the carrier.
- ix. A “No Show” is a situation where the client fails to meet the carrier at the designated collection point as specified in the transfer booking confirmation within 60 minutes of the flight or train arrival time for the flight or train specified in the transfer booking confirmation (except in Moutiers) or within 30 minutes of the specified train or bus/coach arrival time or specified collection time indicated on the transfer booking confirmation (including in Moutiers) without having made confirmed contact with the carrier and received agreement by the carrier to an alternative arrangement - i.e. a revised collection time or address and or revised price.

2. Any verbal or written quotation or transfer booking invoice provided by the carrier will include all taxes and tolls unless otherwise stated at the time of quoting.
3. **Prices.** The carrier reserves the right to amend advertised prices at any time. The carrier also reserves the right to correct errors in both advertised and confirmed prices. Prices may also be subject to changes as a result of mandated regulations impacting passenger transfers such as, but not limited to vehicle occupancy levels. Should a price change the carrier will contact the client in writing to explain this and any additional payments will need to be made in advance to ensure the booking is reconfirmed. The carrier’s normal cancellation and refund processes apply to any prices that are amended unless otherwise agreed between the client and the carrier at the time of booking. **Please note:** Changes and errors sometimes occur. The client must check the price of their chosen booking **at the time of booking.**
4. Upon receiving any payment or credit card details provided as payment security by the client to the carrier relating to any transfer booking invoice the client is deemed to have entered a contract with the carrier under the laws of France under the terms and conditions of service of the carrier.
5. **Payment** for transportation must be made by the client as detailed in the transfer booking invoice and or transfer booking summary provided by the carrier. Payment for any additional charges if applicable as detailed within the terms and conditions of the carrier, i.e. excess waiting time, diverted flight, valeting fee, vehicle damage costs, seat belt fines, etc must be made immediately upon request by the carrier. In the event that a transfer journey has already commenced any additional payment due can be made in cash Euros to the driver or in the event of the client refusing or being unable to pay such charges will be deducted from the credit or debit card supplied by the client to the carrier to secure or pay for the booking.
6. Upon receipt of the appropriate payment or credit card details requested by the carrier to secure a booking the carrier will provide a transfer booking confirmation by email and it is the client’s responsibility to ensure all details shown in the transfer booking confirmation are correct. The emailed transfer booking confirmation is the client’s travel ticket to be presented to the driver on demand prior to any service being provided.
7. **Amendments.** Any amendment requested by the client to increase the number of passengers in their booking will be subject to an amendment in price in accordance with the current published rates of the carrier. Any amendment requested by the client to decrease the number of passengers in their booking will be subject to a €25.00 administration fee and must be made no later than 15 days before the journey date in order to benefit from any reduction in price in accordance with the current published rates of the carrier. Any amendment requested by the client to decrease the number of passengers in their booking within 14 days of the journey date will only be subject to any reduction in price at the absolute discretion of the carrier. If the client refuses to accept any change in price made by the carrier to accommodate any request by the client to amend any aspect of their booking the booking will be deemed to be cancelled by the client and the cancellation charges detailed within the terms and conditions of the carrier will apply. The carrier reserves the right to waive any or all of these charges at its absolute discretion.

- 8. Cancellations & refunds.** All cancellations made by the client before the date of transfer must be made by email to office@mountainexpress.co.uk. Any cancellation made is not validated until a confirmation of the cancellation has been provided by the carrier. The carrier reserves the right to waive any or all of these cancellation charges at its absolute discretion.

Covid-19 Special Cancellation Terms:-

For cancellations made for any reason more than 14 days prior to the date of the first transfer journey as detailed in the transfer booking confirmation; a €25.00 administration fee is due (any payment received in excess of €25.00 will be refunded), OR, the client may request a credit voucher for the full amount paid without any deductions to be used for future travel with the carrier within the next 18 months. If the client then requests a refund in place of the credit voucher requested a €25.00 administration fee will be deducted from any refund due.

For cancellations made 14 days or less before the scheduled date and time of transfer due to travel directives implemented specifically due to Covid-19 by the governing authorities of the client's country of departure or transfer destination which specifically implement any of the following:-

- The closure of borders between the client's country of departure and the transfer destination;
- A local restriction which forbids the client from travelling from their place of residence or to the transfer destination;
- A directive advising against all but essential travel to the transfer destination;
- A restriction which dictates that the flight, train or coach from which the carrier is booked to transfer the client is cancelled;
- The compulsory quarantine of all travellers from the client's country of departure or transit point country upon arrival at the transfer destination for a period of more than 6 hours or upon return from the transfer destination for a period of more than 24 hours except if any member of the party has been diagnosed with Covid-19 or has come into contact with someone who has been diagnosed with Covid-19 and is therefore required to self-isolate or quarantine for any given period of time in which case the Covid-19 Special Cancellation Terms do not apply (so the member of the party should refer to any travel insurance they may have contracted);
- The compulsory closure of the client's accommodation at the transfer destination;
- The compulsory closure of ski lifts in the transfer destination resort;

Then provided that;

- Travel directives as described herein are announced more than 72 hours before the transfer is scheduled to commence and the carrier is notified by the client no later than 16:00 CET two days before transfer OR IF;
- Travel directives as described herein are announced less than 72 hours before the transfer is scheduled to commence and the carrier is notified by the client no later than 16:00 CET the day before transfer;

Then a €50.00 administration fee is due (any payment received in excess of €50.00 will be refunded), OR, the client may request a credit voucher for the full amount paid without any deductions to be used for future travel with the carrier within the next 18 months. If the client then requests a refund in place of the credit voucher requested a €50.00 administration fee will be deducted from any refund due.

Any cancellation received after the specified time detailed herein or in the event of a "No-Show" or for cancellations made for or any reason other than the Covid-19 Special Cancellation Terms detailed herein the Covid-19 Special Cancellation Terms shall not apply and therefore the standard cancellation terms shall apply Standard cancellation terms:-

- For cancellations made more than 14 days prior to the date of the first transfer journey as detailed in the transfer booking confirmation; a €25.00 administration fee is due (any payment received in excess of €25.00 will be refunded).
- For cancellations made between 14 days and 8 days prior to the date of the first transfer journey as detailed in the transfer booking confirmation; 25% of the total cost of the cancelled journey or journeys as detailed in the transfer booking confirmation is due (any payment received in excess of 25% will be refunded).
- For cancellations made between 7 days and 72 hours prior to the date and scheduled time of the first transfer journey as detailed in the transfer booking confirmation; 50% of the total cost of the cancelled journey or journeys as detailed in the transfer booking confirmation is due (any payment received in excess of 50% will be refunded)

- For cancellations made within 72 hours of the first date and scheduled time of the first transfer journey as detailed in the transfer booking confirmation or in the event of a "No Show"; 100% of the cancelled or missed journey or journeys as detailed in the transfer booking confirmation is due (no refund).

- 9. Waiting time, flight diversions & alternative transfers.** The client is respectfully reminded that as a professional and licensed passenger transport provider (licence No. 2018/84/0000116 issued by the D.R.E. Rhone Alpes, Lyon) the carrier operates under the European regulations governing driving and working hours therefore the terms and conditions of the carrier most notably with regards to waiting time, flight diversions and alternative transfers may seem stringent at times but are necessary in order for the carrier to be able to comply with such regulations. Please remember it is not the carriers fault if your flight or train is late or diverted (it is your previous carriers fault) and we the carrier will have incurred the same if not more expense (paying drivers overtime for waiting) in supplying a vehicle as would have been incurred if the transfer had gone ahead on schedule therefore it is not unreasonable to impose additional charges.
- 10. Flight/Train delays & waiting time.** In the event of the client's arrival at any airport, train or bus/coach station collection point as specified in the transfer booking confirmation (except in Moutiers) being delayed for whatever reason the carrier will wait for up to 90 minutes from the scheduled flight, train or bus/coach arrival time indicated on the transfer booking confirmation free of charge after which time the carrier will endeavour to continue to wait whenever possible and subject to other booking commitments unless otherwise agreed in a confirmed communication with the client. Waiting time will be then payable by the client at a rate of 30.00 Euros per hour or part thereof for all bookings for 8 passengers or less or 60.00 Euros per hour or part thereof for all bookings for 9 to 16 passengers or 90.00 Euros per hour or part thereof for all bookings for more than 16 passengers for any waiting time over and above the initial "free" 90 minutes. In the event of the client not being ready for collection by the carrier at any other collection point as specified in the transfer booking confirmation (including in Moutiers) the carrier will wait for 30 minutes from the original scheduled train or bus/coach arrival time or specified collection time indicated on the transfer booking confirmation after which time the carrier will endeavour to continue to wait whenever possible and subject to other booking commitments unless otherwise agreed in a confirmed communication with the client. Waiting time will be then payable by the client at a rate of 30.00 Euros per hour or part thereof for all bookings for 8 passengers or less or 60.00 Euros per hour or part thereof for all bookings for 8 to 16 passengers or 90.00 Euros per hour or part thereof for all bookings for more than 16 passengers for any waiting time over and above the initial "free" 30 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 cancellation charges detailed within the terms and conditions of service of the carrier will apply. In certain circumstances the client may be able to claim this amount back using any travel insurance contracted by them. The carrier reserves the right to waive any or all of these charges at its absolute discretion.
- 11. "No Show" & alternative transfer (in the event of excessive flight/train delay).** If the client fails to make confirmed contact with the carrier to advise of any delays and 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 collection point as specified in the transfer booking confirmation (except in Moutiers) or for more than 30 minutes for any other collection point as specified in the transfer booking confirmation (including in Moutiers) the booking will be deemed to be a "No Show" and cancellation fees as detailed within the terms and conditions of service of the carrier will be applied at the absolute discretion of the carrier. If the client makes confirmed contact with the carrier to request the carrier to wait for the client the carrier will agree to wait for the client beyond the "free" period of waiting time whenever possible and subject to other booking commitments or offer an alternative transfer with the next available vehicle at an agreed price which may include any charges deemed appropriate by the carrier for the original aborted transfer to a maximum value of the original aborted transfer. If the client chooses to decline to accept the alternative transfer or pay any waiting time or additional charges due as specified within these terms and conditions of service the carrier reserves the right to cancel the booking and apply cancellation charges as detailed within the terms and conditions of service of the carrier. In certain circumstances the client may be able to claim this amount back using any travel insurance contracted by them.
- 12. Flight/Train diversions.** If the client's flight or train is diverted to an alternative airport, train or bus/coach station or the client requests to change the collection or destination address specified in the transfer booking confirmation the carrier will endeavour whenever possible and subject to other booking commitments to provide the client with an alternative transfer for an additional charge to be agreed between the carrier and the client. If the client chooses to decline to accept the alternative transfer offered

by the carrier or if the carrier is unable to provide an alternative transfer for whatever reason the booking is deemed to be cancelled by the client and the cancellation charges as detailed within the terms and conditions of service of the carrier will apply. The carrier reserves the right to waive these charges at its absolute discretion. In certain circumstances the client may be able to claim this amount back using any travel insurance contracted by them.

- 13. Insurance.** The client is strongly advised to take out personal travel insurance for all members of their party. It is the client's responsibility to ensure that the insurance purchased is adequate and appropriate for their particular needs. If a particular situation cannot be covered by any travel insurance the client may find then the client travels at their own risk and the carrier cannot be liable for any consequences of the decision by the client to book or travel with the carrier which the client does so only under these terms.
- 14.** All clients and their luggage are transported subject to the terms and conditions of service of the carrier. In the event of a booking for two or more people the client who placed the booking is deemed to be acting as an authorised agent accepting these conditions on behalf of all other people in the party who are deemed to have accepted the terms and conditions of the carrier once a booking has been made on their behalf.
- 15.** Smoking or the consumption of alcohol or the use of illegal drugs within the transfer vehicle is not permitted at any time.
- 16.** 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 or driver acting on behalf of the carrier to pose a threat to the driver or other passengers.
- 17.** If any client soils a vehicle provided by the carrier for their transfer, i.e. to include but not be restricted to chewing gum on seats or drink stains or vomit, the client will be required to pay a 50.00 euro valeting fee directly to the driver in cash euros.
- 18.** If any client damages a vehicle supplied by the carrier for their transfer, i.e. soils the interior to an extent that cannot be returned to its original condition at the start of the transfer or scratches or dents caused by brushing or hitting the vehicle with luggage or skis, the client must pay for the damage to be repaired in full immediately upon request by the carrier. If the client refuses or is unable to pay for such damage, the carrier will commence legal action against the client to recover any repair costs and expenses incurred by the carrier as a result of damage caused by the client. If the carrier has not yet provided all the journeys detailed in the booking confirmation the carrier reserves the right to refuse to supply any outstanding journeys and retain the payment for said journeys in lieu of payment for any damage.
- 19.** The carrier refuses to knowingly transport any client who is not wearing a seat belt or using the appropriate child or booster seat as governed by EU law. If any client fails to comply with any EU laws governing the use of seat belts or child or booster seats the client in question will be held responsible for paying any fines imposed upon the carrier or driver acting on behalf of the carrier immediately in cash Euros to the driver or directly to the representative of the authority imposing the fine.
- 20.** Any minor travelling as part of a party is deemed to be the responsibility of the client who placed the booking or is travelling with the minor and any valeting fees or costs and expenses incurred by the carrier for damage to or soiling of the vehicle supplied by the carrier to transport the party or fines incurred by the carrier or driver acting on behalf of the carrier as a result of any minor failing to wear a seatbelt or use the appropriate child or booster seat in accordance with EU law will be payable by the client who placed the booking or is travelling with the minor.
- 21.** The carrier will endeavour to provide a transfer service to the client as detailed in the transfer booking confirmation and to do so with the minimum delay reasonably possible however circumstances beyond the carrier's control may make this not possible in which case the carrier shall not be liable for any refund or compensation to the client and cannot be held responsible or liable for any financial or material losses consequential or otherwise. Circumstances beyond the carrier's 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 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 and/or the impact of weather upon road conditions.
 - e. Any unforeseen traffic delays.
 - f. Any vehicle breakdown or puncture.
 - g. Force Majeure including but not restricted to any act of God, natural disaster, or infectious disease outbreak
 - h. The act of any government or other national or local authority

- i. Any delay as a result of the carrier's vehicle being detained by police, customs or any other government official.
 - j. Any delay howsoever caused by another passenger or a third party to include but not be restricted to industrial action terrorism or vandalism.
- 22.** If the carrier fails for any reason within its control to complete a transfer journey that has already started the carrier will endeavour to source a replacement transfer for the client with a third party carrier subject to availability at the carriers expense or if the client chooses instead to arrange an alternative replacement transfer for the remainder of the journey the carrier will reimburse the cost to a value not exceeding the total charge made by the carrier for the un-completed journey.
- 23.** 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 and personal effects are 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 required.
- 24.** By using the carrier's web site the client agrees to the carrier's Privacy Policy a copy of which is available upon written request to the carrier or can be viewed at www.mountainexpress.co.uk/privacy.html.
- 25.** In all circumstances the liability of the carrier shall be limited to the value of the single specific journey for which the client has raised a dispute as displayed on the client's confirmation ticket or as displayed on the website www.mountainexpress.co.uk at the time the journey takes place, whichever is the greater.
- 26.** The carrier reserves the right to alter these terms and conditions at any time therefore if the client amends their booking the terms that apply shall be those in force at the time any booking amendment is made. If the client requests to cancel the booking or journey due to any change in the terms of the carrier within 24 hours of any booking amendment being confirmed by the carrier to the client the carrier will refund the client the cost of the cancelled booking or journey.
- 27.** These terms and conditions shall not affect the client's statutory rights under French law.
- 28.** French law and the Tribunal de Commerce de Chambéry shall have sole jurisdiction over any dispute howsoever arising between the Carrier and the Client.