CHAMONIX EXPERIENCE

610 Route Blanche - 74400 CHAMONIX MONT-BLANC – FRANCE Tel : +33(0)450.93.23.14 - <u>info@chamex.com</u> - <u>www.chamex.com</u>



CHAMONIX EXPERIENCE TERMS AND CONDITIONS

Please take the time to read our Terms and Conditions if you have booked a course or activity with Chamonix Experience (Chamex). Our booking terms and conditions are clear and concise but if you have any questions please do not hesitate to contact us.

1. All bookings made with Chamonix Experience are made with Chamonix Experience SARL whose registered and contact address is Chamonix Experience, 610 Route Blanche, Chamonix-Mont Blanc 74400.

2. When you book a course or activity with Chamonix 3. Experience SARL then a contract is deemed to exist between you and Chamonix Experience SARL.

4. Chamonix Experience SARL is a French registered business.

BOOKING & PAYMENT

5. When you have decided on the course or activity you want to book we will send you a booking form. Please complete the booking form and return it to Chamonix Experience SARL noting your chosen method of payment.

6. Payment can be by cash, credit card or bank transfer. Please note Chamonix Experience SARL does not accept cheques.

7. The contract between you and Chamonix Experience SARL will exist when the booking form and 30% deposit of the total price or full payment of the course/activity has been received.

8. In order to confirm the booking a deposit of 30% of the total price of the course or activity (or full payment if the course or activity is within 12 weeks of the start date) must be paid at the time of booking.

9. The balance of any course or activity is due 12 weeks before the start date. If the balance or full payment is not received, unless a delayed payment has been agreed, Chamonix Experience SARL reserves the right to cancel your booking and levy the appropriate cancellation charges as detailed below.

ALTERATION OR CANCELLATION POLICY

10. Notice of cancellation must be given in writing or email to Chamonix Experience SARL and will be effective when it is received by Chamonix Experience SARL. The following cancellation charges apply (percentage of total price of course or activity):

- a) More than 90 days before start date : Loss of deposit (30% of total price)
- b) 60 to 90 days before start date : 50% of total price
- c) less than 60 days before start date : 100% of total price

11. If you wish to change the date of your course or activity more than 90 days before the start date there is a $50 \in$ administration fee plus any costs related to the booking and reschedule (e.g. hut deposits, hotel costs). This is possible for private trips only.

12. No amendment is possible within 90 days of the course or activity start date unless agreed otherwise with Chamonix Experience SARL.

13. Chamonix Experience SARL reserves the right to cancel any course if there are insufficient group numbers. If the course you have booked is cancelled you will be given 30 days notice and the opportunity to change your course date at no extra charge. Chamonix Experience SARL will give a full refund if other course dates are unsuitable (less 1.5% if paid by credit card).

14. If you can not continue a course or activity for whatever reason (e.g. personal issues, insufficient physical or technical level, illness / injury, etc.) at any stage during the course or activity, you are not entitled to any refund.

MEETING INSTRUCTIONS

15. During the day prior to the course or activity start date you are requested to present yourself to a Chamonix Experience staff member at the Chamonix Experience SARL office located at 610 Route Blanche, Chamonix-Mont Blanc 74400.

COURSES & ACTIVITIES

16. Chamonix Experience SARL and our mountain guides reserve the right to change the venue, mountain objective, route or activity booked should we believe that continuing with the proposed itinerary would place you, any group member and/or guides at undue risk due to unfavourable weather, conditions and/or client ability. This applies to all courses and activities.

17. Chamonix Experience SARL is not responsible for consequences of strikes, industrial action, sickness, government intervention, weather conditions, lift and/or hut closures or other untoward occurrences that might affect a course or activity.

18. Private guiding will run regardless of weather conditions. It is up the guides to make a suitable programme in order to optimise time. If, upon mutual agreement between yourself and the guide, it is decided to cancel the activity altogether, and the guide has agreed not to be paid, you will receive a refund of the guide's fee less an administration fee of $50 \in$.

19. Courses and training days will run regardless of weather conditions. It is up to the guides to make a suitable programme in order to optimise time. Should the guide deem you to be unsuitable (i.e. ability, technique, etc.) for the course or activity the guide will alter the venue accordingly following mutual discussion with you and the other group members. There will be no refund.

INSURANCE

20.It is your responsibility to make sure that you have satisfactory insurance cover for all of the activities that will be undertaken. Chamonix Experience SARL recommends a cancellation and curtailment insurance policy in case of last minute travel changes or injuries.

21. Insurance cover should include helicopter rescue, repatriation and hospitalisation costs in case of an accident. Please enquire at the Chamonix Experience SARL office for information on the mountain rescue insurance.

DESCRIPTION OF COURSES & ACTIVITIES

22. Chamonix Experience SARL makes every effort to ensure that our website and marketing material are correct and up-to-date, however we cannot be held responsible for any inaccuracies. If you have any questions regarding any of the courses or activities please contact Chamonix Experience SARL office.

COMPLAINTS

23. If you have a complaint please inform a Chamonix Experience SARL staff member or your guide as soon as possible so there is an opportunity to take action to resolve the matter straight away.

24. Amicable Dispute Resolution – Consumer Mediation

In accordance with Articles L 611-1 and R 612-1 et seq. of the French Consumer Code regarding the amicable resolution of disputes: When a consumer has submitted a written complaint to a professional and has not received a satisfactory response or any response within two months, they may submit their complaint free of charge to the consumer mediator. The mediator must be

contacted within a maximum of one year from the date of the initial complaint. The mediator, MCP MEDIATION, can be contacted directly online at www.mcpmediation.org or by mail at:

MÉDIATION DE LA CONSOMMATION ET PATRIMOINE 12 Square Desnouettes 75015 PARIS, France

CONTRACT

25. Any contract made with Chamonix Experience SARL shall be governed in all respects by French Law.

CHAMONIX EXPERIENCE PRIVACY POLICY

Your privacy is important to us. We ask for your personal information (current, accurate and complete) in order to provide you with the service that you have requested, including accepting your booking. You can rest assured that we work very hard to keep your information safe and secure. We will only use the information that we collect about you lawfully, in accordance with current data protection legislation.

WHAT PERSONAL INFORMATION DO WE COLLECT?

26. By submitting an enquiry via chamex.com you are accepting and consenting to us storing your name, email address, and telephone number on our website with the purpose of allowing us to contact you regarding your enquiry.

27. Once you have progressed your enquiry to the booking stage we require more detailed information such as your date of birth, and address for invoicing purposes.

28. Once your deposit has been received and your booking is confirmed we will request further information from you. This could include medical conditions relevant for the activity, dietary requirements, who to contact in an emergency, etc.

29. Any further information that we request from you is collected for the sole purpose of improving our services, ensuring your safety, and providing you with the best possible experience.

WHAT DO WE USE YOUR PERSONAL INFORMATION FOR?

To provide you with important information relating to your enquiry

To manage your booking in an efficient and appropriate manner

To ensure that we are providing you with services relevant to your booking

To communicate with you effectively and provide an excellent customer experience

To send you news and updates, should you give us permission to do so

WHO DO WE SHARE YOUR PERSONAL DATA WITH?

30. In order to perform the contract that we have with you, we need to share personal information with our contractors and other relevant service providers, such as accommodation providers, transfer companies, insurance companies, within and outside the European Economic Area. The information may also be provided to security or credit checking companies, public authorities such as search and rescue team, customs/immigration if required by them, or as required by law.

TECHNICAL DATA

31. Our website (chamex.com) does not use cookies. However, in visiting our website, you consent to certain technical information being recorded by our website analytics. This could include, for example, your IP address.

HOW DO WE PROTECT YOUR INFORMATION?

32. All personal information submitted to Chamonix Experience (chamex.com) is protected according to the General Data Protection Regulation (GDPR), reformed in May 2018 by the European Union.

33. Payments made via chamex.com are encrypted and we do not therefore store or have access to your bankcard numbers.

34. We do not add information relating to yourself or anyone else to any databases for the purposes of advertising or marketing.

35. Chamonix Experience treats all personal information with the utmost confidentiality. All information stored on our administrative system is secure and password protected, accessible only to the Chamonix Experience office team.

36. We do not pass your details to any third parties without your permission, and then only for the purposes of providing you with requested services such as airport transfers, accommodation bookings, insurance, etc. We only use service providers that are known to us to be reliable and trustworthy.

