



43 RUE DU MONT-BLANC
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GENERAL TERMS AND CONDITIONS OF SALE

These "General Terms and Conditions" apply to the sale of "Activity(ies)" / "Service(s)" by the "Bureau des Guides Saint Gervais–Les Contamines", registered office at 43 rue du Mont Blanc, 74170 Saint Gervais les Bains, France, under SIRET number 300 245 982 00016, email: contact@guides-mont-blanc.com, Tel.: +33 (0)4 50 47 76 55, a non-profit organization, not subject to VAT, APE code 913E,

hereinafter referred to as the "Bureau des Guides",

for the benefit of any natural or legal person, hereinafter referred to as the "Participant(s) / Client(s)", either directly (on-site, off-premises) or remotely (by telephone, postal mail or email).

- The Activity sold is supervised by:
 - a Mountain Guide holding a State diploma as a Sports Instructor,
 - or an Aspirant Mountain Guide, trainee of the National School of Skiing and Mountaineering,
 - a Mountain Leader holding a State diploma as a Sports Instructor,
 - or a Climbing Instructor holding a State diploma as a Sports Instructor,
 - or a Canyoning Instructor holding a State diploma as a Sports Instructor,
- hereinafter referred to as the "Supervisor", who carries out their activity as an independent self-employed professional.

The purchase of an Activity sold by the "Bureau des Guides" implies full knowledge of and unconditional acceptance of these General Terms and Conditions of Sale.

Article 1 – Definition of the Service

The Bureau des Guides acts as a transparent intermediary between the Supervisor and the Client. It resells the Activities and collects payments in the name of and on behalf of the Supervisor.

- **Supervisor:** Mountain Guide or Aspirant Mountain Guide, who provides supervision, guidance, instruction and training services in the safe practice of mountaineering and related activities, and who exercises their professional duties in compliance with the French Ministerial Order of 16 June 2014 relating to the specific training for the State Diploma in Mountaineering – High Mountain Guide.
- **Supervisor:** Mountain Leader, who provides supervision, leadership, guidance, instruction and training services in the safe practice of activities for individuals or groups in mid-mountain environments, excluding glacial areas, rocky zones, canyons and terrain requiring, for progression, the use of mountaineering equipment or techniques, and who exercises the professional prerogatives set out in Article 1 of the French Ministerial Order of 3 June 2019 relating to the specific training for the State Diploma in Mountaineering – Mountain Leader.
- **Supervisor:** Canyoning Instructor (or Mountain Guide or holder of the AQA Canyon qualification), who provides instruction, guidance, supervision or training in the safe practice of canyoning for all audiences and in all types of canyons, as defined in Article 2 of the French Ministerial Order of 26 May 2010 establishing the "canyoning" endorsement of the State Diploma of Youth, Popular Education and Sport (DEJEPS), specialty "advanced sports training".
- **Supervisor:** Climbing Instructor, who provides instruction, guidance, supervision or training in the safe practice of climbing for all audiences, on all natural sites and via ferrata located at an altitude below one thousand five hundred meters, as well as on artificial structures, as defined by the French Ministerial Order of 31 January 2012 establishing the "climbing in natural environments" endorsement of the State Diploma of Youth, Popular Education and Sport (DEJEPS), specialty "advanced sports training".
- **Supervisor** holding the Mountain Biking qualification provides instruction, guidance, management or promotion services relating to mountain biking activities in mountain environments, in compliance with the French Ministerial Order of 8 November 2010 establishing the "mountain biking" endorsement of the State Diploma of Youth, Popular Education and Sport (DEJEPS), specialty "advanced sports training".

These General Terms and Conditions apply solely to the sale of the aforementioned activities/services, to the exclusion of any other services such as transportation, accommodation, catering or equipment rental, hereinafter referred to as the "Activity(ies)" / "Service(s)".

Article 2 – Contract – Sale of the Activity

The contract consists of two parts which shall apply, in the event of any contradiction, in the following order of precedence: the individual agreements between the Bureau des Guides and the Client, and these General Terms and Conditions.

The Activity is deemed sold once the parties (the Bureau des Guides and the Client(s)) have agreed on the main characteristics and the price of the service. This constitutes an oral agreement, unless one of the parties expressly stipulates that the contract must be in written form.

The registration request is made directly to the Bureau des Guides, by telephone at +33 (0)4 50 47 76 55, by postal mail to Bureau des Guides, 43 rue du Mont Blanc, 74170 Saint Gervais les Bains, France, or by email at contact@guides-mont-blanc.com, and must include the Client's surname, first name, address and contact details.

The Bureau des Guides provides the Client with a registration form setting out the main characteristics and the price of the Activity, and sends the Client these General Terms and Conditions.

Registration becomes effective once the Client has completed the form and paid a deposit* equal to 40% of the price of the Activity, and once the Bureau des Guides has acknowledged receipt thereof.

The deposit is binding on both the Bureau des Guides and the Client: in the event of cancellation by either party, the full price of the service shall in principle remain due.

In the absence of an acknowledgement of receipt from the Bureau des Guides within a period of eight (8) days, the registration shall be deemed not validated; however, the Bureau des Guides reserves the right to confirm the registration after this period and up to the day of the Activity.



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Where applicable, the Bureau des Guides shall determine the date from which failure to pay the deposit results in cancellation of the Activity. The balance of the amount due must be paid to the Bureau des Guides at least forty-eight (48) hours before the start of the Activity.

Over-the-counter sales at the usual premises of the Bureau des Guides: these General Terms and Conditions are displayed and freely available for consultation. Sales concluded off-premises (at locations other than the usual premises): prior to any order, the Bureau des Guides provides the Client with the contractual information. It then provides the Client with a dated and signed copy of the contract confirming their express agreement, on paper or, with the Client's consent, on a durable medium.

In the event of a distance sale (by telephone, postal mail, etc.): prior to any order, the Bureau des Guides provides the Client with the contractual information in a manner that allows for its storage and reproduction.

In the case of a distance sale concluded exclusively through exchanges of electronic mail: the Bureau des Guides ensures that the Client acknowledges their obligation to pay when placing the order, and includes the wording "order with obligation to pay" together with the accepted methods of payment for the conclusion of the contract.

The Bureau des Guides acknowledges receipt of the registration request by email or by any other means, and provides the Client with confirmation and details of the contract on a durable medium.

In the event of a distance sale with online payment:

the Bureau des Guides sets out the steps to be followed for the conclusion of the contract and the means allowing the Client to identify any potential errors:

1/ the Client reviews the details of the order and the total price;

2/ the Client confirms the order;

3/ the Bureau des Guides acknowledges receipt of the order and provides the Client with confirmation of the contract on a durable medium.

The Bureau des Guides includes the wording "order with obligation to pay", the accepted methods of payment, and the languages offered for the conclusion of the contract.

Article 3 – Right of Withdrawal

The Client is informed that, in accordance with the provisions of Article L.221-28 of the French Consumer Code, registration for an Activity is final and binding and that the Client does not benefit from a right of withdrawal.

Article 4 – Prices – Additional Costs – Payment Terms – Complaints

The price corresponds to the Supervisor's fees as well as to the operating costs of the Bureau des Guides. It covers solely the supervision service of the Activity, to the exclusion of any other service, and is understood to be all charges included.

The price takes into account the customs and practices of the profession, the number of participants and their technical and physical level, as well as the characteristics of the objective pursued (technical difficulty, elevation gain, level of commitment, etc.).

The Bureau des Guides applies either a basic daily rate, varying according to the winter or summer season, or a rate defined according to the objective pursued.

The basic daily rates are as follows:

guide engagement: half day €300 to €340

full day €445 to €520

mountain leader engagement: half day €183 to €224

full day €285 to €336

The price communicated is deemed to correspond to the total price of the Activity to be shared among all Participants, unless the Bureau des Guides has specified that it is a price for the Activity payable by each Participant individually.

Any additional costs incurred in connection with the Activity (transportation, ski lifts, drinks, food, etc.) are ordered, borne and paid directly by the Client(s), including those relating to the Supervisor.

Payment terms: the price of the Activity must be paid by cheque, bank transfer, cash or by credit/debit card via a payment link.

Complaints: any complaint must be sent by registered letter with acknowledgement of receipt to the address of the Bureau des Guides, no later than one month after the occurrence of the event giving rise to the claim.

Article 5 – Modification or Cancellation of the Activity

Mountain activities are subject to uncertainties related to weather, snow and terrain conditions, attendance levels, as well as the experience, technical abilities and physical condition of the participants.

In order to ensure the safety of persons and property, the proposed Activity may be cancelled or modified by the Bureau des Guides or the Supervisor at any time prior to, at the start of, or during its performance.

• In the event of a modification of the Activity by the Bureau des Guides or the Supervisor prior to or during the Activity, the price of the alternative itinerary shall be applied in accordance with customary professional practices, and shall in no event be lower than the basic daily rate of the Bureau des Guides referred to in Article 4, without the Client being entitled to any compensation.

In the event of a modification of the Activity due to the Client, in particular as a result of insufficient physical or technical prerequisites as declared, the price of the initial objective may be applied in full.



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• In the event of cancellation of the Activity by the Bureau des Guides or the Supervisor prior to the Activity, priority shall be given to rescheduling the Activity. In the event of refusal, the deposit shall be refunded to the Client(s), after deduction of any amounts already incurred by the Bureau des Guides or the Supervisor for the Activity (reservation or travel costs, etc.).

If the minimum number of participants set for the performance of a collectively organized Activity is not reached, the Bureau des Guides or the Supervisor may decide not to carry out the Activity. In such case, the sums paid by the Client(s) shall be refunded. In order to maintain the Activity, if the minimum number of participants is not reached, a supplement may be requested, which must be accepted by each Client.

• In the event of cancellation of the Activity by the Client(s):

[Example]

- Up to seven (7) days before the start of the Activity: the deposit is refunded, except for amounts already incurred or advanced.
- From one (1) to seven (7) days before the start of the Activity: the deposit remains due.
- Less than twenty-four (24) hours before the start of the Activity: the full price is due.

Article 6 – Technical and Physical Prerequisites – Health

Technical, physical or experience-related prerequisites may condition the Client's access to the Activity.

Any Client who falsely declares that they meet these prerequisites, and whose technical, physical or experience level is lower than declared, shall be fully responsible for any consequences of any kind that may result.

In particular, the Client must inform the Bureau des Guides and the Supervisor of any health issue, medical history, short- or long-term treatment, or accident likely to affect their physical or psychological health, as well as any particular apprehension (vertigo, previous accident, fears, etc.).

Article 7 – Organization of the Activity

Schedules: for the proper conduct of the Activity, the Client undertakes to strictly comply with the communicated meeting times.

Failure by the Client to respect the meeting time may result in a modification of the Activity.

Number of participants: a maximum number of participants may be set for each Activity in accordance with professional customs and practices, the physical and technical level of the participants, and weather and terrain conditions.

In the case of a collectively organized Activity, a minimum number of participants may be set, as well as the date from which an insufficient number of registered participants no longer allows the Activity to be carried out.

Article 8 – Equipment

Collective equipment: the price includes collective and safety equipment.

Personal equipment: the Client must provide their own technical and safety equipment appropriate to the Activity, in accordance with the instructions provided.

The Client is informed that they are solely responsible for their equipment and for any damage that may result therefrom to themselves or to third parties.

In the event of any doubt as to the condition or suitability of their personal equipment, the Client must inform the Bureau des Guides and the Supervisor.

The Supervisor may provide the Client with the technical and safety equipment necessary for the performance of the Activity, in which case the Client undertakes to wear and use such equipment throughout the Activity, unless expressly instructed otherwise by the Supervisor.

Article 9 – Liability – Specific Environment

The Activities take place in a specific environment (mountain, snow-covered areas, etc.) involving inherent and unpredictable natural risks (rockfalls, seracs, crevasses, avalanches, etc.). The presence of the Supervisor does not eliminate these natural risks. The Participant is aware of the dangers to which they are exposed.

The Supervisor is subject to an obligation of means and not of result. The Supervisor implements all means at their disposal, including withdrawal or renunciation, to ensure the Participant's safety with prudence and due care, the Participant remaining an active party in the performance of the Activity. The Participant is responsible for their own safety and that of third parties. The Participant must comply with rules of safety and conduct arising from common sense, as well as those communicated by the Supervisor.

During a scheduled Activity, if the Participant independently decides to engage in a new activity, such activity shall be carried out under the Participant's sole responsibility (cycling, foraging, swimming, etc.), and the liability of the Supervisor may under no circumstances be incurred as a result.

Article 10 – Supervision of Minor Participants

The participation of a minor in one of our stays is subject to the prior written authorization of their legal representatives. Registration must be completed and signed by a parent or legal guardian, who declares that they hold parental authority over the minor. For the entire duration of the stay, the legal representatives delegate to the organizer and the supervisory staff a limited functional authority, strictly necessary for the conduct of activities, collective life, and the taking of urgent decisions relating to the minor's safety and health. The legal representatives expressly authorize the supervisory staff to allow the minor to take part in the activities scheduled in the program, subject to compliance with safety instructions, and to take any measures required by field conditions, weather conditions, or the participant's level. They also authorize, in the event of a medical emergency, the implementation of any care deemed necessary by healthcare professionals, including hospitalization, and undertake to provide before departure all relevant medical information (treatments, allergies, contraindications). Minors are required, like all other participants, to comply with safety instructions, rules of collective life, and the decisions of the



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supervisory staff. Any serious or repeated breach may result in exclusion from the stay, without refund, with the costs of early return remaining the responsibility of the legal representatives.

Article 11 – Insurance and Emergency Assistance

The Supervisors of the Bureau des Guides benefit from professional civil liability insurance in France and worldwide covering damage resulting from their actions in their professional capacity, including search, rescue and repatriation costs:

Guide: – ALLIANZ professional civil liability insurance, policy no. 621 38 930, covering the financial consequences of civil liability that may be incurred as a result of bodily injury, material and immaterial damage caused to third parties, during or in connection with the activities. However, it is specified that outside France, this insurance cannot replace any foreign legal obligation requiring local insurance coverage and therefore does not exempt the Policyholder from the obligation to take out insurance in accordance with local regulations.

Guide: – Europ Assistance, assistance insurance, policy no. 58.224.457, covering all activities related to the guiding profession as specified in the policy.

Telephone number: +33 1 41 85 99 38

Mountain Leader: – MMA IARD ASSURANCES professional civil liability and assistance insurance, policy no. 105.630.300, Telephone number: +33 1 40 25 59 59

Attention: please indicate the name of the insurance policy, policy number, geographical coverage and assistance contact number for Supervisors who are not members of the SNGM / SNAM and who must provide proof of professional civil liability insurance and assistance insurance covering repatriation, search and rescue.

This insurance does not replace the Client's individual civil liability for damage they may cause to themselves or to third parties, or resulting from an external natural phenomenon.

It is the responsibility of the Client(s) to take out individual civil liability insurance for the practice of the planned Activity, without limitation of location or altitude, including assistance, search, rescue and repatriation.

The Supervisor informs the Client that they have the option of taking out annual or daily insurance, it being specified that it is the Client's responsibility to ensure that the required guarantees are effectively covered.

Article 12 – Image Rights

The Client authorizes the Bureau des Guides and the Supervisor to use, without limitation and for promotional purposes, by means of reproduction, representation, projection and adaptation, the images (photos and videos) taken during the supervised Activity, unless expressly stated otherwise by the Client prior to the start of the Activity.

The parents of a minor Client grant the Bureau des Guides and the Supervisor authorization to use images of the minor Client under the same conditions.

Article 13 – Dispute Resolution and Applicable Law

In the event of a dispute, the Client must send a registered letter to the Bureau des Guides or to the Supervisor setting out their complaint and seeking an amicable settlement. The Bureau des Guides or the Supervisor has two (2) months to respond; in the absence of a response, or if the response is unsatisfactory to the Client, the Client may, in accordance with Article L.612-1 of the French Consumer Code, refer the matter to the consumer mediator MCP Médiation:

- either online at: www.mcpmediation.org by completing the referral form;
- or by post to: MCP Médiation, 12 square Desnouettes – 75015 Paris.

The reference language for the settlement of any disputes is French. All disputes shall fall within the jurisdiction of the courts having competence over the registered office of the Bureau des Guides.

Article 14 – Personal Data Processing

The information collected in the registration form is recorded in a computerized file. The data collected will not be disclosed to third parties and will be retained for five years.

You may access your personal data, have it corrected, request its deletion, exercise your right to restriction of processing, or ask any other question by contacting the Bureau des Guides at contact@guides-mont-blanc.com, 43 rue du Mont Blanc, 74170 Saint Gervais les Bains, France.

If, after contacting us, you consider that your "Data Protection and Privacy" rights are not being respected, you may consult the website cnil.fr or lodge a complaint with the CNIL.