



43 RUE DU MONT-BLANC
74170 SAINT-GERVAIS
04 50 47 76 55

WWW.GUIDES-MONT-BLANC.COM
CONTACT@GUIDES-MONT-BLANC.COM

CONDITIONS OF SALE

REGISTRATION

The registration to one of our trips implies that you accept our association and our terms and conditions and special conditions of sale. The annual subscription is free. **Any registration form shall be filled in in duplicate and signed by the participant and shall be sent with a deposit of 40% of the total amount of the trip and all the insurance policies chosen.** The receipt of the deposit commits the booking only subject to availability. The balance shall be paid 60 days before the date of departure. In case of registration less than 60 days before the departure, the total amount shall be paid from the booking request.

PRICE

The participant acknowledges having read the information relating to the stays he has chosen, thanks to the technical sheets provided to him. We mention in our technical sheets what is included and what is not. Generally speaking, transport, beverages, airport taxes, the additional ski bag and personal equipment are never included in the price, unless written mention.

In addition, please note that late registration for our trips (- 45 days before departure) may result in additional air costs. The corresponding supplement is indicated to the participants and reflected on the invoice, its payment takes the place of acceptance.

The price is fixed on the basis of a minimum number of participants mentioned for collective outings. Prices are displayed in euros, payable in France. If the number of participants is less than the requested number (collective stays), it is possible to maintain departure with an additional fee which must be accepted by all (minimum 21 days before departure): if we find additional participants within the period of 21 days before departure, The supplement will be refunded.

Special case for collective stays in one or two days, if the number of participants is not sufficient we will keep you informed at the latest 7 days before the start of the trip.

No compensatory allowance will be paid, we cannot be held responsible for the costs of travel and accommodation incurred.

In accordance with article L211-12 of the French tourist code, the price of the stay may be adjusted upwards (up to 8%) or downwards, up to 20 days before the departure date, without possibility of cancellation/resolution on your part, price changes can happen for:

- passenger transport resulting from the cost of fuel or other energy sources;
- taxes or charges on travel services included in the contract (e.g., embarkation taxes, landing taxes, tourist taxes)
- exchange rate. The reference rate, the currency used and the percentage in relation to the total price of the trip are reported on the relevant travel record
- the air fare on the day the ticket was purchased. The prices of our trips are calculated on the basis of a flight from Paris in economic class.

Any refusal by the traveller(s) to pay this adjustment, if it is not material, will be considered as a cancellation/resolution by the traveller(s) and the cancellation/resolution fee will be applied (see Cancellation from you).

INFORMATION AFTER REGISTRATION

We will acknowledge receipt of your registration by return of mail in which we will give you all the useful and necessary information.

LIABILITY

We shall not be liable for events external to our services, especially in case of :

- Loss, theft or invalidity of identity documents.
- Unforeseeable and insurmountable incidents and events of a third party stranger to our services (strike, technical or administrative incidents, airspace congestion, bad weather, delays, breakdowns, loss or theft of luggage)
- Cancellation laid down if a force majeure case occurs.
- The undergone delay(s) in relation to the cases mentioned above, as well as the route changes which would possibly ensue from them shall not lead to compensation, especially owing to the change of the duration of the trip initially planned or the delay of an air stop.

Given the sporting nature of our trips we shall not be liable and indebted for any compensation in case of inadequate level of the participant(s), of change of dates, schedule and planned routes, especially if those changes come from unforeseeable events or from pressing circumstances which imply the travellers' safety. Each participant shall respect the advice and instructions given by the guide ; we shall not be liable for incidents, accidents or physical injuries which could be due to a careless personal initiative.

During the trip the guide is the only judge able to change the programme initially planned, depending on the weather conditions, the mountains, the participants' energy and the technical knowledge. You will then be offered a different route or another massif, the extra costs being borne by the participant.

RISK

Given the sporting nature of our trips each participant shall be aware of the risks he can run, especially due to the distance from health centres and more particularly to altitude. Some of our trips plan a fast ascent into the mountains and we shall not be liable for the risks linked to it. Each participant shall accept those risks with full knowledge of the facts and commits himself not to unjustly causing Cie des guides de st Gervais / Les Contamines organisation, the guides or the various service providers to bear the responsibility of the accidents which could happen.

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, group 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 (ongoing treatments, allergies, contraindications).

Minors are required, like all other participants, to comply with safety instructions, rules of collective life, and the decisions of the 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.



43 RUE DU MONT-BLANC
74170 SAINT-GERVAIS
04 50 47 76 55

WWW.GUIDES-MONT-BLANC.COM
CONTACT@GUIDES-MONT-BLANC.COM

CHANGES DURING THE TRIP

If the dates of your return trip are changed because of an air disturbance, we shall be liable on no account and we will ask you to pay the extra costs incurred. If we could not provide a part of the commitments made, we would do our utmost to replace them by equivalent services. If the circumstances forced us to do so, we could be led to replace one means of transport by another, one hotel by another, to take a different route or cancel some trips, without those exceptional changes leading to any compensation ; the buyer shall not be able to refuse them without reasonable grounds.

WEATHER AND MOUNTAIN CONDITIONS

The planned program may be modified to adapt to weather conditions, mountain conditions, and the fitness of the participants. Ultimately, the guide has sole discretion over the program and may modify it for safety reasons. In the case of a "Goal: Mont Blanc" course, following the preparation days, you agree to accept an alternative ascent if mountain conditions are unfavorable and a Mont Blanc ascent is not feasible

CANCELLATION – CHANGES

From your side

Any cancellation from you before the departure shall be sent to us by registered letter with acknowledgement of receipt. In case of withdrawal more than 90 days before the departure, the amount deposited will totally be reimbursed, except a deduction of a 65-euro lump sum (sixty-five euro) per person, plus the insurance cost (if you purchased the insurance option).

From 90 days before the departure your withdrawal will lead to the following deductions:

If you cancel between 90 and 61 days before the departure, you will be deducted 35 % of the price of the trip.

If you cancel between 60 and 31 days before the departure, you will be deducted 50 % of the price of the trip.

If you cancel between 30 and 14 days before the departure, you will be deducted 75 % of the price of the trip.

If you cancel less than 14 days before the departure, you will be deducted the total price of the trip.

The Cancellation insurance (yours or that subscribed with the Company) will retain the date of occurrence of the event giving rise to the cancellation and any loss must be declared by phone or mail within a maximum of 5 business days to the insurance.

For some trips which require to buy plane tickets which are nonrefundable or exchangeable the price of that ticket will be owed even if you cancel more than 90 days before the departure. Deposits for meals, accomodation are not reimbursed, (except if you find somebody to replace you).

The insurance premium, the cost of visas, passports and vaccines, as well as transportation to and from the place of departure and return home are not refundable.

Any intentional interruption from you shall not lead to any compensation, just like in case of an exclusion decided by the guide for inadequate level or failure to respect the safety instructions.

If you cannot attend the trip, you will be able to ask another person to replace you if that person fulfils the same conditions and if we have not already booked the trip on your behalf. You will be required to inform us between 7 and 15 days before the departure by registered letter with acknowledgement of receipt.

The trip cancellations, whenever the date is, do not exempt you to pay the total amounts you are owed ; only then any repayment procedure by the insurance company will be started. Your absence at the appointment shall not lead to any repayment.

From our side

If we were to cancel a departure for reasons beyond our control, we would then offer you various alternatives to the current rate (carry-over later in the same season if the conditions allow it, change of stay/summit, voucher (except for insurance that was invoiced to us at subscription)), or full refund of the sums paid (except for insurance which has been invoiced to us on subscription).

On the other hand, as our stays are subject to a minimum number of participants, if we were to cancel, you would be informed no later than 21 days before the scheduled date.

If the number of participants is less than the requested number, it is possible to propose departure for an additional fee which must be accepted by all (minimum 21 days before departure): if we find additional participants within the period of 21 days before departure, The supplement will be refunded.

Special case for groups of one or two days if the number of participants is not sufficient we will keep you informed at the latest 7 days before the start of the race.

In all cases no compensatory allowance will be paid, we cannot be held responsible for the costs of travel and accommodation incurred.

CHANGE OF DATE

Any registration change instruction (change of date or activity) shall compulsorily be confirmed in writing. **The amount for the costs to change the date comes to 30 € per person (non refundable).** The registration change instruction will be accepted subject to availability.

INSURANCE

We shall not replace your public liability insurance "private liability". It is essential to have a public liability insurance "repatriation help service".

We offer you the contract EUROP ASSISTANCE. You will be given on request and before your registration a copy of the terms and conditions of the coverages.

Price of the insurance policies: Cancellation + Repatriation help service + trip interruption: 17€ per day // Cancellation + luggage: 12€ per day // Repatriation : 5€ per day. If you do not want to take out our repatriation coverage, you will be asked to give us the coverages and contact details of your insurance company.

The amount of the insurance policy is never refundable. Having repatriation help service coverage is compulsory to attend our trips.

AIR TRANSPORT

Unless otherwise specified on the notification, the passengers are invited to the airport reception 2 hours and a half before the takeoff for the charter flights and 2 hours before the takeoff for the scheduled flights. The maximum hour for checking varies depending on the airlines but it is given on the flight plan or the notification and will then have to be respected. Compagnie des guides de Saint Gervais / Les Contamines Organisation shall not be liable and shall not pay for any cost if a passenger sees himself refused the checking for coming beyond the maximum hour for checking. The passenger will be considered as absent and will not be able to ask for repayment of the ticket. Each airline has its own policy concerning unauthorized items in the luggage, the traveller will have to read the conditions of the contract of transport.



Compagnie des guides
SAINT-GERVAIS
LES CONTAMINES
Organisation

43 RUE DU MONT-BLANC
74170 SAINT-GERVAIS
04 50 47 76 55

WWW.GUIDES-MONT-BLANC.COM
CONTACT@GUIDES-MONT-BLANC.COM

LUGGAGE

Carry-on or cabin luggage: each airline has its own policy. Only one cabin luggage is generally authorized per passenger, whose perimeter shall not exceed 115 cm and whose weight shall not exceed 5 kg. That luggage is the traveller's responsibility. The maximum authorized weight for the checked luggage varies depending on the airlines (15 to 20 kg per person depending on the trips). The remainder is used to carry the group equipment. The number of luggage shall not exceed 1 unit per participant. Only the airline is liable for the luggage you entrust it during the transport. In case of loss, delay or deterioration of your luggage, you shall take the necessary steps only to the airline. Your luggage is often carried by basic means (4x4 roof rack, mules, pulka...). In case of damaging, Compagnie des guides de Saint Gervais/ Les Contamines Organisation shall not examine any complaint in that regard.

PHOTOS AND VIDEOS

Unless you indicate otherwise (parents for minor trainees), the pictures or videos taken during the courses could be used as part of the marketing of Compagnie des guides de Saint Gervais / Les Contamines Organisation (catalogue, website, posters, newsletters...) or in a press medium, without any compensation being asked to Compagnie des guides de Saint Gervais / Les Contamines Organisation.

DISPUTE

Any complaint concerning the trip shall be sent by registered letter with acknowledgement of receipt within 15 days after the return date and the Bonneville commercial court will have sole jurisdiction.

In the event of a dispute between the Customer and the company, they will attempt to resolve it amicably (the Customer will send a written complaint to the professional or, where applicable, to the Customer Relations Department of the professional).

In the absence of an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the Consumer Customer within the meaning of Article L.133-4 of the Consumer Code has the possibility of enter free of charge, if a disagreement remains, the competent mediator registered on the list of mediators drawn up by the Commission for the evaluation and control of consumer mediation pursuant to Article L.615-1 of the Consumer Code, to know :

La Société Médiation Professionnelle

www.mediateur-consommation-smp.fr

Société Médiation Professionnelle - Alteritae

5, rue Salvaing 12000 Rodez