

## GENERAL:

This document basic details the terms and conditions of sale and operations of passenger transport services by Mountain Moments Transport however contracted. Mountain Moments offer transport as a subsidiary to its principal operation as a chalet holiday operator.

The terms “the Company” and “Mountain Moments” refers to Mountain Moments Transport arm and not to the chalet holiday company, upon which no liability shall fall.

The term “Client” refers to any individual making a reservation or passenger transported. The individual will automatically be allocated the status of ‘party leader’ and will be deemed responsible for all persons travelling under the reservation. They will be the primary contact for all information and matters concerning the reservation.

The term “Journey” refers to the route booked at the times provided by the client.

By making a booking with Mountain Moments online or by telephone the client accepts these terms and conditions.

Full payment is required at the time of booking transport services from Mountain Moments, or as set out in confirmation e-mail or booking form.

## BOOKING CONFIRMATION:

Subject to availability, the reservation is deemed confirmed when the client receives a confirmation email from Mountain Moments. This will usually be issued within 24 hours of a booking being made or as soon as possible following the enquiry.

Should this confirmation not be received, the client must contact Mountain Moments Transfer Manager to raise the matter as soon as possible.

In extremely rare cases where a booking is made and paid for and there is no subsequent availability, at any time before the journey, the transfer will be cancelled by the Company and a full-refund made within 24 hours of the cancellation occurring. The client will be notified of this cancellation and refund by email.

The client is responsible for:

- providing accurate contact information, including email and mobile telephone number. Any failure in services resulting from the Company having incorrect contact information will be deemed to be the fault of the client and no compensation will be available.
- providing the correct flight information (including local flight times). Any loss of service or extra charges incurred by the client as a result of any erroneous information being supplied will not be the responsibility of or compensated by the Company. In cases where a client reserving an arrival provides the Company with the take-off time NOT the arrival time of their flight the Company reserve the right to re-schedule an alternative pick-up (if available) and re-charge the client for this. If there is no vehicle available for the rescheduled journey then no liability is accepted by the Company and no refund will be offered to the client.
- providing the correct and accurate accommodation information concerning drop off and pick-up points. It is also the client’s responsibility to carry directions and contact details for the accommodation in order to direct the driver if required. If the accommodation cannot be found after 20 minutes of arrival in the resort then the Company reserves the right to drop the clients at the Tourist Office, or suitable central location, in the resort concerned or charge the client accordingly for additional vehicle and driver hire.

## SHARED and PRIVATE TRANSFERS

When a shared transfer is booked, the client and party will travel in a vehicle or vehicles that may be shared with other clients.

When a private transfer is booked, the client and party will travel in a private vehicle or vehicles and will not share with other clients. The client will be met by a Company driver or airport representative and shown to their vehicle(s) for departure at the earliest possible time.

**Arrival at the airport:** The client will be met by a Company driver or airport representative and provided with departure details.

The client agrees that, under normal circumstances, a maximum waiting time of one hour may be necessary to join a shared transfer. With flights before 08.00am and after 21.00, waiting times may be longer. Clients arriving on late flights and travelling on the last shared transfer of the day, should expect to wait for the last person on the shared service to arrive. In this situation Mountain Moments will attempt to find alternative travel solutions with partner companies on a “like for like” shared basis. This only applies to shared transfers, if passengers are uncomfortable waiting for the last arrivals we recommend booking a private transfer to ensure prompt departure from the airport.

**Departure from resort:** The client will receive their pick-up time prior to the day of departure via an e-mail. It is the responsibility of the client to contact the Company on +44 (0)7479 960028 to obtain their pick-up time confirmation if e-mail has not been received.

Pick-up times are normally scheduled a minimum of three hours (Morzine to Geneva) before flight departure and longer for other resorts as standard. Please note that these times may be set further in advance of flight time at the Company’s discretion due to weather and road conditions, journey time of day, peak season, other pick ups scheduled on the same journey, etc. If the client is not at the specified pick-up point at the stated time the Company vehicle and driver will only wait a maximum of 5 minutes before departing.

Clients booking journeys to Avoriaz will be dropped off and picked up from the Reception Centre on the edge of the resort (Avoriaz is a vehicle-free resort). Pick-up times supplied by the Company, refer to pick-up from this Reception Centre. It is the responsibility of the client to be at the Reception Centre for this time.

When a client requests a specific pick-up time from resort to airport, the Company will accommodate this where possible, but will not be liable for any costs incurred from external services (such as flights or trains) being missed.

## FLIGHT DELAYS, FLIGHT CANCELLATIONS and RESCHEDULED FLIGHTS

Where flights are delayed, clients will be rescheduled into the next available seats or transferred to another partner transfer operator, but this may result in a wait on arrival or the sharing of a vehicle with other passengers. Should the client not wish to wait for the next available seats then they are free to arrange alternative transport as they see fit but no compensation will be payable by the Company.

In some cases, the next available seats may mean travel the following day or a transfer by private bus. This will require a further fee.

If a driver has to wait more than 60 minutes for a client, then a waiting charge of EUROS 25 per hour will be charged to the client to cover additional costs incurred by the Company. If the client informs the Company of the changes to flight arrangements before the vehicle and driver depart to the airport then no waiting charges will apply. The Company will always assist in rearranging onward travel, but in doing so, accepts no liability for inconvenience or loss incurred by the client.

If no contact is made with the Company’s office within 60 minutes of published ETA landing time, the client will be classed as a ‘no show’ and the driver will be at liberty to leave the airport without them and the client obliged to re-book and pay for a new transfer.

In cases where baggage has been lost, the client must contact the Company Transport Manager as soon as possible on +44 (0)7479 960028. If baggage issues cause delays that severely affect the departure of other clients or general operations, the delayed passenger(s) may, where possible, be rescheduled onto the next available seats at the company’s discretion. Where this is not possible, the guest may join the scheduled transfer and make other arrangements for recovery of luggage, or is free to make alternative transfer arrangements.

Where flights are cancelled and as a consequence, the client cancels a transfer any less than 14 days before travel, no refund will be given. Full documentation will be provided on request to aid any insurance claim.

If on arrival, a flight is delayed by over 4 hours we will class this as a cancelled booking and a new booking will have to be made by the passenger at full charge. Full documentation will be provided on request to aid any insurance claim.

## CANCELLATIONS and REFUNDS

A client may cancel any booked journey with a minimum 14 days notice and request a full refund or booking credit against a future journey.

Refunds for any bookings cancelled with less than 14 days notice are at the discretion of the Company who reserve the right to charge a cancellation fee of £20 sterling or €25 euros to cover administrative costs and bank charges.

Should a confirmed booking be cancelled by the Company at any time before the journey, a full refund will be offered to the client. Refund and compensation will not exceed the original costs paid by the client for the booking. The Company accepts no liability for loss arising from the cancellation.

## SERVICE FAILURE

The Company will only accept bookings where it can reasonably deliver the journey according to standard arrival times (45 mins. from landing to exit of baggage claim), journey times (eg. 1.5 hours between Morzine and Geneva Airport) and turn-round times (eg.15 mins. unloading and loading) and clients accept the booking on this basis.

They will endeavour, at all times, to ensure that all vehicles booked are present on time for client pick-up and that all journeys reach their destination on time.

Due to the nature of passenger transport, the Company will not accept any liability in the event of delay and resulting costs incurred by the client due to circumstances out of their control. These circumstance can include, but are not limited to, the following examples:

Road traffic accidents causing delays; Delays caused by amount of traffic or delays at tolls or border crossings; Deaths or accidents causing injury on the roads; Vehicle breakdowns; Unforeseen problems caused by other passengers; Delays in arrivals of other transfer passengers; Industrial action; Civil unrest; Any action of a third party that damages vehicles; Severe weather conditions; Actions of the police, customs officers or any other government officer that results in delay; Force Majeure (eg: war, natural disaster, act of god etc.)

OR Disruption to schedules caused by any of the above.

## LUGGAGE

There is no limit of luggage, but where this exceeds normal airline baggage allowance, the client must advise Mountain Moments at the time of booking.

The property of the client is carried at their own risk and no responsibility for any loss or damage can be accepted by Mountain Moments.

## OUTSOURCING

The Company reserve the right to outsource/sub-contract bookings to other licensed transport companies to carry out a client’s journey. When travelling with a partner company of the Company, clients must be aware that there may be variations in the operating terms and conditions.

The client will be advised by e-mail of any sub-contract arrangements that affect their journey and once this has been done, no further liability for the journey will fall to the Company, its parent company or it’s employees.

## DURING YOUR JOURNEY

The consumption of alcohol is not permitted in any vehicle operated by the Company.

The Company reserves the right to refuse transport services to any passenger who appears to be under the influence of alcohol or drugs or who is behaving in an abusive or threatening manner towards Company staff or other passengers. This right is delegated to all Company staff including drivers and airport representatives.

Any passenger who soils a vehicle operated by the Company or it’s partners, shall be responsible for an immediate charge of €100 euros to cover cleaning costs. This must be paid directly to the driver at the time of the incident. In cases where this charge cannot be paid or payment is refused all future reservations with the Company will be cancelled and no refund given to the client. The Company reserves the right to terminate transport services immediately should this situation arise.

With the exception of guide dogs, by prior agreement, no animals are permitted in any vehicle operated by the Company

Clients must not leave litter or rubbish of any kind in the vehicle.

Any damage caused to a vehicle, either internal or external, must be paid for, in full, by the client at the time of the incident.

## STANDARDS

The Company uses vehicles in which all seats are fitted with seat belts. All passengers are required to wear seat belts in any vehicle(s) operated by the Company. It is the responsibility of parents or guardians of any passenger under the age of 16 to ensure that their seat belts are fastened properly and for the whole duration of any journey.

European law states that all children under the age of 12 or under 1m 35cm in height are required to use child seats or booster seats. Compliant seats will be provided free of charge by the Company. It is the responsibility of the client to inform the Company at the time of booking if any children in their party will require child or booster seats. Any client who requires non-standard equipment for the safe passage of a party member is advised to supply their own equipment or contact the Company in advance to discuss arrangements.

Child Protection: Children under 16 years of age must be accompanied by an adult. They may travel with a pre-booked parent or elected guardian. The conduct and behaviour of any passenger under the age of 18 is the responsibility of accompanying adults where available.

## TRAVEL INSURANCE

The Company requires that all clients take out adequate travel insurance to not only cover them for all sports and activities they intend to take part in as part of their holiday, but also for extra costs and charges incurred from flight delays, missed flights, cancellations and rescheduling or any other factors related to the transfer journey provided by the Company.

## LEGAL

All information, including contact details, supplied to the Company by the client during the booking process will remain confidential and will not be shared with any companies or organisations – other than for the purpose of completing a transfer.

Any dispute between the Company and a client or third party that is not resolved by an agreement acceptable to both parties shall be referred to an intermediary. If this is not successful then the matter shall be dealt with through the French legal system.

**Version 141207.**