

## MV Transport Terms and Conditions of Carriage

*-This is a translation of the French version and is intended for guidance only-*

### Definitions

- “MV Transport” shall refer to the transport company SAS MV Transport, capital 12 000€, code APE 4931Z, SIRET 803 671 890 00017, head office address: 472 rue de la Leysse – 73000 Chambéry.
- “Client” shall refer to the person that makes the booking for themselves or on behalf of other persons and is responsible for all passengers travelling under the reservation.
- “Passenger” shall refer to a person within a party.
- “Operator” shall refer to the company that provides the transport services via the use of their own vehicles.

### Booking conditions

- The prices shown are firm and definitive for the 2023-2024 winter ski season.
- Bookings made by telephone, are subject to, and the client accepts, MV Transport’s Terms and Conditions.
- Full payment is required at the time of booking unless an alternative arrangement has been made with MV Transport.
- Bookings made via MV Transport website must be paid by credit/debit card.
- MV Transport will provide written confirmation of the booking in the form of an invoice via email
- As per French law article L121-20-04 Consumer Protection, the 7day withdrawal notice is not applicable to the present terms and conditions of carriage.

### Modifying and cancelling a booking

- Any changes to a booking must be made no later than 15 days prior to your arrival.
- Customers are entitled to cancel their booking by email.
- Cancellations must be made at least 15 days before the time of travel in order to receive a full refund. 50% refund will be given if cancellation is received between 8 days and 14 days before you are scheduled to travel. No refund will be given if cancellation is received less than 8 days before you are scheduled to travel.

### Responsibilities

- It is the client’s responsibility to provide accurate information including an email and mobile telephone number. Any failure from MV transport to provide the agreed service due to incorrect information given by the client will be considered as the fault of the client and therefore no compensation will be given.
- Please make sure that you print a copy of your travel voucher before your transfer. This voucher will be required by our driver at the airport.
- MV Transport reserves the right (and delegates the right to its drivers), to refuse to carry any passenger who is thought to be under the influence of alcohol or drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passenger(s).
- Any passenger using threatening or abusive behaviour towards the driver or any other passenger will be asked to leave the vehicle immediately.
- Smoking is forbidden in any all our vehicles.
- Passengers are not allowed to eat or consume any alcohol in our vehicles.
- If a passenger soils a vehicle due to alcohol or drug use, he will be charge 100€ to clean the vehicle. If the passenger does not have the money or refuses to pay then the cleaning charge will be taken from the credit card used to book the transfer. In the event that this is refused by the passenger, then any outstanding transfer will be cancelled without any refund.
- Customers must wear the seat belts, which are provided.
- Child seats and booster seats are provided free of charge. The client needs to inform us no later than 15 days prior to arrival if they require this equipment.
- MV Transport will aim to carry the passengers to their destination in the best travel conditions possible and via the quickest routes. However, due to the following circumstances below, beyond our control, this may not be possible:
  - Adverse weather conditions, heavy snow, avalanche
  - Vehicle breakdown, tyre puncture
  - Closure of airports, closure of roads
  - Road accidents
  - Unforeseen traffic delays
  - Problems arising from other customers
  - Vandalism and terrorism
  - Compliance with police request
  - The vehicle being held or delayed by a police officer or government official
  - Force Majeure (war, civil unrest, terrorism, acts of god etc)
  - Other circumstances affecting passenger safety
- In the event of any of the above situations or other event, MV Transport will make every effort to deliver the passenger(s) to their destination. If this is not possible then MV Transport cannot be held responsible for any losses or costs incurred.
- Any reimbursement made by MV Transport for the costs of any alternative means of transport incurred by the passenger to get to their ticketed destination shall be no more than the cost of getting to that destination by taxi.
- The duration of the transfer is estimated under normal traffic conditions. During the high season and in case of bad weather conditions, MV Transport recommends to book a vehicle that arrives at least 2 hours prior to the flight departure at the airport.
- MV Transport reserves the right to subcontract transfers to other licensed companies. Please note that their Terms and Conditions might vary from MV Transport.

## **Luggage**

- Vehicles are fully insured for passenger and third party claims. However, whilst every care is always taken, customers' property is carried entirely at their own risk and no responsibility can be accepted for loss or damage. Customers are therefore advised to check their own holiday insurance.
- Customers are limited to two items of luggage including a ski or snowboard bag and one piece of hand luggage. Any excess luggage must be declared at the time of booking. In the event of a client having excess luggage, MV Transport reserves the right to refuse to transport the items.
- Skis/Snowboards must be declared no later than 15 days prior to arrival. In the event of excess luggage MV Transport reserves the right to charge an excess baggage fee or to refuse to transport the excess items.
- MV Transport can be held responsible for a lost or damaged suitcase/bag during transit for a value up to 500€ (unless a prior declaration has been made), under the following conditions:
  - The passenger makes a claim within 45 days of the transfer occurring by recorded delivery letter.
  - Claims for items must be justified by sending the original invoices/receipts as proof.
- It is the responsibility of the passenger to ensure that all fragile or valuable goods (jewellery, electronic devices, money, travel documents, medication etc) be transported in their hand luggage and not placed in luggage in the storage lockers.

## **Shared transfers**

In case of a shared transfer, customers might have to wait after their arrival at the airport up to one hour for other clients. On the day of departure, customers could be requested to leave up to one hour earlier from resort to pick up other clients.

## **Cancellation by MV Transport**

If, for whatever reason, MV Transport has to cancel the transfer, then the full amount paid will be refunded. The amount refunded will not exceed the amount paid.

## **Insurance**

The customer is strongly recommended to have holiday insurance. In the case that previously mentioned reasons for transfer delays occur, causing missed flights and other such costly events, MV Transport will not be held liable for the cost of any of this. MV Transport will, however provide documentation to the customer that can be used as proof to their insurance provider in order to recover any money lost.

## **Delayed and Cancelled Flights**

- Clients are required to keep us informed about all delays or changes to their flight(s). Please email us ([contact@mvtransport.fr](mailto:contact@mvtransport.fr)) with any changes 48 hours prior to your arrival.
- In the event of a flight delay exceeding 60 minutes, and if the driver has to leave the airport prior to the arrival of the passenger(s), then the passengers will be placed on the next available transfer that is going to the requested destination.
- If a flight is excessively delayed (more than 3 hours) or cancelled and the passengers take a later flight, then MV Transport will consider that the transfer is cancelled and will re-schedule, if possible, another transfer which will be charged at the full rate and with no money refunded for the cancelled transfer.

## **Privacy**

- Any information supplied by the passenger is subject to the French law no 78-17 of the 6th January 1978 relating to the Data protection and Privacy law.
- MV Transport will not communicate any client information to a third party without prior authorisation from that person. All personal information is treated confidentially. As per the French law no. 78-17 of the 5th January 1978, modified by the law no. 2004-081 of the 6th august 2004, each client has the right to access, modify and remove any details held about them and they have the right to request that all messaging be stopped.

## **Applicable law**

As a French company, any dispute between MV Transport and a third party comes under French jurisdiction and will be governed by French law. If the issue cannot be solved amicably, then the matter will be transferred to a French court.

**MAY 2023**