

*The following Terms and Conditions apply for independent travelers only. They cancel and replace their previous version of January 2016. Terms and Conditions for bookings made through travel agents are also available.*

## 1. DEFINITION – PARTIES – ACCEPTANCE OF TERMS AND CONDITIONS

Détours Pyrénéens (hereinafter referred as Operator) is a transport and tour provider offering private day trips, transfers, guided walking tours, multi day tours and car rental with driver. Détours Pyrénéens is a family-owned and run company allowed to provide the above-listed services to its guests (hereinafter referred as Customer) in France and Europe.

The head office of the company is located: 46 Rue de la tour d'Oléac, 65350 Boulin – France

- SIRET Number: 531.583.067.00019

- APE CODE: 4939B

- Ground Transport Company License number (issued by the French Transport Department): 2011/73/0000447

- Official Tour Guide License number (issued by the French Tourism & Culture Departments): GC1265027P

Booking a service with the Operator constitutes full acknowledgment, agreement and acceptance of these Terms and Conditions. Customer understands that when booking a service for two persons or more, he or she acts and accepts these Terms and Conditions on behalf of each member of the group.

By paying the deposit or prepaying the service in full, Customer agrees to be bound by the below-recited Terms and Conditions.

Operator reserves the right to change its Terms and Conditions at any time, without notice.

The applicable Terms and Conditions will always be the ones sent to Customer at the time of booking.

## 2. QUOTATION REQUEST AND FEES

Operator's rates are freely available on its website or can be quoted on request by email. Rates shown on Operator's website are intended as a guide only and have no legal force. They must be reconfirmed, based on the number of participants, date and time of the service. All prices shown are all inclusive (tolls, parking fees) and include VAT.

The Operator does not apply any extra charge for services delivered on Sundays or bank holidays. Extra fees for services delivered at night are charged. No supplement will be required later, except in case of subsequent modification of the original route, additional person undeclared at the time of booking, excess of luggage, flight delay...

Operator's quotations sent by email are valid for a period of 2 months. After this period, if the service has not been booked yet, the price quoted may be revised.

Prices shown on Operator's website or on commercial documents are subject to changes without prior notice.

## 3. RESERVATIONS

Customer who orders a service certifies he/she accepts these general Terms and Conditions and the specific partners conditions that may apply.

### 3.1 How to book?

The booking request must be made by email. The reservation is accepted by Operator upon receipt of the requested down payment. The reservation will be deemed effective upon receipt of the voucher by Customer. If Operator does not receive the requested deposit by the designated due date, Operator reserves the right to allocate the time slot to another booking.

Once payment is confirmed, Operator will issue a written confirmation (voucher) with all the booking details and will send it by email to Customer, within 24 hours. It is the responsibility of Customer to ensure that the information shown is in accordance with the booking.

In case Customer does not warn Operator of any inaccurate information no further claims will be accepted and Operator will not be held responsible for any issue that would happen as a result of this non reported miscommunication or typing error.

### 3.2 Payment conditions

The reservation only becomes effective upon receipt of the overall purchase amount prepayment, unless otherwise stated during the booking process. In a very exceptional way, another agreement can be found but the booking will always have to be paid in full for the service to start.

### 3.3 Accepted payment methods

Operator accepts payments by credit cards (Visa and Master Card only) and under certain conditions bank transfers. Operator does not accept Pay Pal payments.

Payments by credit cards are available for any Customer, wherever he/she lives. Operator does not charge service fee for processing credit card payments. The credit card information can be provided by email, text message sent to Operator's mobile phone or given over the phone after Operator and Customer agreed on an appointment for a phone call. The time difference makes it hard sometimes to find a moment for scheduling a phone call, that's why the easiest way is to send Customer's credit card information in writing. For safety reasons, Operator recommends to send one part of the details by email, the other one by text message. To charge on Customer's credit card the agreed deposit, Operator will need the 16 digits of the card details + the expiry date + the three digits of the security code. As a small company, there's only one person in charge of replying to the emails and processing to the payments. For this reason, Customer can rest assured that his/her credit card details will be treated with utmost confidentiality at any time.

Operator reserves the right to charge an administrative fee for processing this payment.

In case the Customer is a French resident of a Euro Zone Resident, a payment by wire transfer can be accepted (any wire transfer fee is at the expense of the Customer). In case of bank transfer payment, the Operator, under certain conditions, can request the service to be prepaid in full. If the amount credited to the account of the Operator is different from the one which has been accorded, the difference will have to be paid by the Customer the day of the service.

On demand, an invoice can be sent, by email only, once the service is completed.

Payments are not refundable except if Operator has to cancel the reservation for reasons which are not listed in the article 4.4. If Customer wants to cancel his/her booking, the cancellation policy is set out under the section "Cancellation and amendment".

## 4. CANCELLATION AND AMENDMENT

### 4.1 Amendment requested by Customer

Should the Customer wish to amend his/her reservation (day and hour of the service, place of departure, place of destination, number of persons...), the Operator will do its utmost to respond favorably, but does not guarantee the absolute possibility of satisfying the request and this could not, in any way, constitute a valid reason for cancellation, as the initial request was previously agreed and confirmed from both parties. Amendment of the reservation originally accorded is subject to a possible additional charge. The situation will be considered on a case by case basis.

### 4.2 Booking cancelled by Customer

For any cancellation, the following fees apply and will be deducted from an eventual refund:

- Less than 48 hours prior to departure (or no show): 100 % of the overall purchase amount
- 2-7 days prior to departure: 75 % of the overall purchase amount

- 8-14 days prior to departure: 50 % of the overall purchase amount
- 15-31 days prior to departure: 30 % of the overall purchase amount
- 1 month - 2 months prior to departure: 25 % of the overall purchase amount
- More than 2 months prior to departure: 20 Euros fee per person

If the Operator had to charge some cancellation fee, this would be done through the credit card provided at the time of booking. Refund will be made through the Customer's credit card used at the time of booking. In case of bank transfer payment, the refund will be processed by wire transfer upon receipt of Customer's bank details.

#### 4.3 Booking cancelled or amended by Operator

In case the Operator has to cancel a service, for any reason which is not below-listed in the section 4.4, the following conditions will apply:

- Transfers prepaid in full: the Operator is committed to support the cost of this alternative transport up to the price of its own service fees whether by paying the selected provider or by refunding the amount paid (only by presenting a proof of payment).
- Transfers for which only a deposit was paid: the Operator's liability is limited to a full refund of affected Customer's deposit. Operator will make its best to assist Customer with finding an alternative option.
- Tours: the Operator's liability is limited to a full refund of affected Customer's deposit.

In any way, the Operator will be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, or expense whatsoever.

#### 4.4 Cases of force majeure

Operator will always endeavor to ensure that vehicles arrive on time for scheduled appointments and drop off Customer on time at his/her place of destination.

However, Operator will not be held responsible (and no refund can be claimed) for delays caused by external events beyond Operator's control including:

- Disrupted traffic (congestion, accident, constructions, event)
- Bad or extreme weather conditions (heavy rain, flooding, storm, snow, ice, fog)
- Police control on the road
- Breakdown or immobilisation of the vehicle
- Vandalism and terrorism
- Strikes and / or demonstrations blocking the road
- Problems caused by other passengers
- Difficult access to final destination due to external unexpected circumstances
- Any fact that could affect the safety of passengers

Responsibility of the Operator could not be held should the service be cancelled, rescheduled or changed due to the occurrence of any of these events related to force majeure:

- Dangerous driving conditions, extreme weather and acts of God (heavy rains, snow, ice, storms, flooding, fog)
- Climatic conditions such as snow or fog that would prevent an aircraft from landing at the airport planned
- Disrupted traffic (congestion, accident, constructions, event ....)
- Bomb scare in airports and train stations that would prevent picking up the clients
- Train accident
- Aircraft technical problem that would prevent from taking off
- Air traffic controllers or railway company strikes

In all these cases, no refund is possible, but a postponement of your reservation will be offered, according to our availability at no extra charge.

## 5. PERFORMANCE OF THE CONTRACT AND RESPONSIBILITY OF THE PARTIES

### 5.1 Tours

Due to circumstances beyond its control, Operator reserves the right to take partial changes to the stated itinerary, especially in case of bad weather or bad driving conditions. Every effort will be made to keep changes to a minimum.

In case of bad weather that would prevent from conducting a tour as originally agreed, Operator will offer a substitution option to the Customer. Should this new alternative incur any kind of non-expected extra fee, Operator will not be held responsible for this. If Customer accepts this tour substitution option, the extra fees to be charged by the Operator are payable the day of the service.

If Customer is not at the departure point at the starting time mentioned on the voucher and if Operator has not been advised of this delay, this will be considered a "no-show" and no claim of refund will be accepted, whatever the reason of the Customer. Operator will wait up to 30 minutes. Beyond that waiting time, with no news from the Customer, Operator will leave and will not be held responsible for Customer missing his/her tour and losing his/her money.

If Customer arrives later than the agreed starting time of the tour, after having advised the Operator, the tour will be delivered according to the duration left for it. The finish time of the tour will not be put back. Should the tour duration be shortened because of Customer arriving late, the Operator has no obligation to deliver a service for the exact duration which was agreed at the time of booking. If Operator does, this will have an extra charge to be paid by Customer.

Customer certifies he/she does not have any physical condition or disability that would create a hazard for him/herself. Customer has to make sure he/she is physically able to participate in the tour and certifies that he/she is aware of all the tour walking and standing disclosures and requirements of the tour.

During a tour, Customer participates in as many activities as he/she is interested in. No refunds for unused services, activities, or portions of a tour for any reason will be made to Customer. Any interruption during the tour decided by the Customer him/herself cannot be a reason of refund, whatever the reason.

Responsibilities of Customer includes the adherence of all local laws, respecting customs, culture, guides and local professionals, assessing abilities, respecting the driver-guide's privacy, and following the suggestions and advice of the driver-guide during the tour. Operator reserves the right to decline, accept, or retain at any time, any Customer, as a participant of a tour, if Operator deems that Customer's behaviour is disruptive to the tour, is inappropriate and offensive or interferes with the delivery of services of the tour. Operator reserves the right to remove any Customer from a tour should Operator determine that the Customer cannot meet the physical requirements of the tour, or is disruptive to the tour schedule. In the event that a Customer is removed from a tour, Operator will not refund any monies to the Customer.

### 5.2 Transfers

Each passenger is entitled to bring a luggage of 20 kg maximum in addition to any hand luggage (purse, laptop ...). Any excess of luggage must be pointed out at the time of booking request by Customer. In case of excess luggage which hasn't been mentioned at the time of booking, depending on the loading of the vehicle, a supplement may be charged. If the Customer doesn't meet these conditions and if the Operator is unable to carry all the pieces of luggage, the responsibility and potential costs incurred will be the responsibility of the Customer. For airport and train station pick-up, in case of delay, diverted flight or if the Customer arrives late at the agreed meeting point, a waiting time of 30 minutes is included in the price of the transfer from the moment of the initial scheduled arrival time. Then, if Operator has to wait more than 30 minutes, some waiting fees will be applied and will be payable on the spot (40 Euros per hour). Beyond that waiting time, with no news from the Customer, Operator will leave and will not be held responsible for Customer missing his/her transfer and losing his/her money and no further claims will be accepted.

In case the Operator could not wait until the Customer's arrival (because of another booking the Operator has to take care of after Customer's service), the Operator will be in any way responsible for

any additional cost that he/she will have to pay to another operator (taxi).

For pick-up at other locations than train stations or airports, if the Customer is not present at the agreed pick-up location and if he/she has not informed the Operator of his/her delayed arrival, Operator will wait up to 30 minutes. Then, with no news from Customer, if the Operator has to leave the pick-up location, the Operator will decline any responsibility and no further claims will be accepted.

If for any reason beyond its control, Operator has to take the decision to cancel the transfer, Operator will find an alternative transport for Customer to be taken to his/her destination. In this case, Operator is committed to support the cost of this alternative transport up to the price of its own service fees whether by paying itself the selected provider or by refunding the amount paid (only by presenting a proof of payment).

Operator will always endeavor to ensure that vehicles arrive on time for scheduled appointments and drop off the Customer on time at his/her place of destination. However, Operator will not be responsible for delays caused by external events beyond its control or any cancellation, delay or change due to the occurrence of any of these events related to force majeure, as set out in the article 4.4 of these Terms and Conditions.

### 5.3 Safety and cleanliness on board of the cars

All vehicles are non-smoking and air-conditioned. Pets are not allowed on board.

Operator reminds Customer that in France, it is compulsory to fasten seatbelts for all passengers without any exception. The drivers can take the initiative not to begin the journey until all passengers are not belted properly. In case passengers are not belted, no liability can engage Operator in case of accidents or a ticket to be written.

Operator reserves the right, and delegates the right to its drivers, to refuse to carry any person who is thought to be under the influence of alcohol or drugs and whose behaviour might be seen as a threat to other passengers and to the driver. Similarly, the company reserves the right to suspend the service if Customer's behaviour threatens the safety of the driver or the vehicle, or in case of lack of respect towards the driver. In these two extreme cases, there will be no refund.

For cleanliness reasons and as per the law of September 17<sup>th</sup>, 1977, eating, drinking and smoking on board the cars is strictly forbidden. The consumption of alcoholic beverages and soft drinks being not permitted on board the cars, only the consumption of water is possible. In case of long journeys, a coffee and snack break is always planned.

At the beginning of the service, Operator offers to Customer vehicles as clean as possible. It is the responsibility of Customer to vacate the vehicle leaving it in a state of acceptable cleanliness. Passengers who will not respect the vehicle by leaving it dirty and / or damaged will have to pay a minimum amount of 150 Euros as cleaning fees, on the spot. If Customer doesn't pay, Operator will be forced to initiate legal action against Customer.

Freedom of conscience and freedom of religion are clearly guaranteed in France as long as they go hand in hand with respecting the principles of secularism which is one of the pillars of the French society. Operator will always respect this freedom of conscience and religion however no religious demonstration (prayer...) that may disrupt the concentration of the driver will be tolerated in the cars.

Failure to observe these rules may occur an interruption of service.

### 5.4 Liability and insurance

The vehicles are fully insured for passengers' transport, as required by the French law. All passengers are insured during the transfers or day trips while in the car. Operator is not responsible for any personal injury occurring outside the vehicle, in particular when getting into or out of the vehicle. In addition, Operator has an insurance covering damages or theft of Customer's luggage and personal belongings up to 750 € per vehicle, while they are present in the boot of the vehicle or

the trailer that may be used for the journey. However, personal effects not carried inside the suitcases are the responsibility of the Customer and in any way the Operator will be liable for loss.

Should Customer forget one of his/her luggage or belongings in the car, the cost of the postage will be charged to him/her.

Customer has to check he/she has the appropriate documents for his/her journey (passport, visa if necessary or ID documents). Liability of Operator is not engaged in case of issues resulting from this lack of ID documents.

Furthermore, Operator and its agents will not be liable for any direct or indirect consequential damage or injury that may result from a tour. The Customer is completely responsible for all actions, and agrees to hold harmless Operator and its agents for any accident, damages or injury. Operator and its agents are not responsible for Acts of God or acts of war/terrorism, and Customer agrees to hold Operator and its agents harmless for any incident or injury resulting from the same, or as a result of any force majeure.

The responsibility of Operator is limited to its own insurance contract clauses.

### 5.5 Use of Customer's personal data and images

The personal information you provide when corresponding and booking a service with the Operator is exclusively used for processing your request. As required by the Data Protection Act, you have the right to access and correct this information. You just need to send an email or a letter to the above-mentioned address in the article 1.

Photographs and videos that may be taken by Operator's tour leaders and other Operator representatives during a tour are the property of Operator, and may be used in promotional materials.

Written feedbacks provided by Customer to Operator about a service is also the property of Operator, and may be used in promotional materials, including Operator's website.

### 5.6 Litigation

All claims must be sent to Operator in writing with return receipt to the registered office address mentioned in the article 1 of the Terms and Conditions here present, or by email at the following address [infos@detours-pyreneens.com](mailto:infos@detours-pyreneens.com), within two months. The Operator will respond as soon as possible.

For any litigation, the Court of Tarbes (Tribunal de Commerce) shall have sole jurisdiction.

The law of the contract is the French law.