



TERMS AND CONDITIONS APPLIED TO THE SALE OF TOURIST SERVICES OF ONE OR MORE CONSECUTIVE DAYS

Version dated 22/05/2025

These Terms and Conditions of Sale apply to the sale of tourist services of one or more consecutive days ("Packages" or "Stays") by Chamonix Expérience.

Chamonix Expérience is located at 610, Route Blanche, Chamonix-Mont-Blanc (74400), France, a limited liability company with capital of €8,000, registered under SIRET no. 44059232700041, info@chamex.com, tel. +33 (0)4 50 93 23 14, mobile +33 (0)6 76 51 87 83, www.chamex.com and www.chamex-events.com; EU VAT no. FR91440592327, hereafter referred to as "Chamonix Expérience."

These services are offered for the benefit of any individual or legal entity, hereafter referred to as the "Participant(s)."

Chamonix Expérience is registered as a travel and holiday operator under registration number IM074100152. It holds a financial guarantee with GROUPAMA ASSURANCES under number 4000715108.

Purchasing a service from Chamonix Expérience implies full knowledge and unconditional acceptance of its Terms and Conditions of Sale.

1. Scope of Application

These conditions apply exclusively to Stays organized by Chamonix Expérience. Specific conditions may apply for certain services, particularly trips involving chartered boats or flight-only bookings. Specific conditions take precedence over these general terms for the matters they cover.

2. Definition of Services

The combination of travel services offered constitutes a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the French Tourism Code.

Therefore, you will benefit from all the rights granted under EU law applicable to package travel, as transposed into the Tourism Code. Chamonix Expérience is fully responsible for the proper execution of the package.

Moreover, as required by law, Chamonix Expérience has protection in place to refund your payments and, if transport is included, to ensure your repatriation in case of insolvency.

For more information about your key rights under Directive (EU) 2015/2302 [a hyperlink must be provided].

Within the scope of these terms, Chamonix Expérience designs, organizes, promotes, sells, and manages sports- related tourist services, activities, and stays.

These services take place in France and abroad.

The sports activities are supervised by qualified professionals (hereafter the "Guide") who hold the necessary certifications required by current regulations and valid professional liability insurance.

The Guide has full authority to modify or adapt the program at any time and location to ensure the Participant's safety and the proper conduct of the Stay, or to respond to unforeseen circumstances.

3. Price – Booking – Payment Terms

Stays are described on Chamonix Expérience's website (www.chamex.com).

A specific technical sheet is made available to the Participant.

CHAMONIX EXPERIENCE

610 Route Blanche
74400 CHAMONIX MONT-BLANC – FRANCE
Tel : +33(0)450.93.23.14
info@chamex.com www.chamex.com

SARL AU CAPITAL DE 8000€ - SIEGE SOCIAL 610 ROUTE BLANCHE - 74400 CHAMONIX MONT-BLANC
RCS ANNECY 440592327





This sheet includes the organizer's contact details and all Stay features: destination, itinerary, dates, accommodation, number of nights, transport, times and places of travel (approximate or precise), meals, required fitness and skill level, minimum number of participants, administrative and health formalities, payment and cancellation terms, price, and optional or mandatory insurance.

Price: The Stay price is listed in the description on Chamonix Expérience's website, along with services included and excluded.

Any expense not explicitly listed as included is deemed excluded.

Unless otherwise stated in the technical sheet, drinks and personal equipment are never included in the price.

Prices for foreign Stays may fluctuate due to exchange rate changes. Any increase is capped at 8% of the Stay price. No price increase is allowed within 20 days prior to the Stay start date.

Booking: Bookings are made directly with Chamonix Expérience, either via phone, email, website, or in person.

Participants must provide full name, date of birth, address, and contact details (phone and email).

Before any order, Chamonix Expérience provides the Participant with contractual information by email or downloadable on its website.

Booking implies full agreement to these Terms and Conditions.

Minor Participants must provide written parental/guardian consent or be accompanied by an adult.

Payment Terms:

- 30% deposit required upon booking.
- Full payment (100%) is required if the booking is made within 90 days of the Stay.

Payments can be made by bank transfer, credit card, or cash, within the legal limit of €1,000 per booking for French residents or €15,000 for non-residents.

4. Right of Withdrawal

Participants are informed that, per Article L.221-28 of the Consumer Code, bookings for tourist services are final and not subject to a withdrawal period.

5. Transfer of Contract

Under Article R.211-7 of the Tourism Code, Participants may transfer their contract to someone who meets the same conditions, provided the contract has not yet taken effect.

Chamonix Expérience must be notified in writing (with proof of receipt) at least seven days before the Stay.

The original and new Participant must pay any fees related to the transfer.

6. Modification or Cancellation of Stay

Mountain activities are subject to unpredictable variables: weather, snow, terrain, participant experience and fitness. Chamonix Expérience is not liable for such changes.

It is also not responsible for strikes, illness, government action, weather closures (lifts, huts), or other force majeure events.

To protect safety or adapt to changes, Chamonix Expérience or the Guide may cancel or modify the Stay at any time before or during its execution.

- If Chamonix Expérience/Guide modifies the Stay: A revised program will be proposed at no additional cost.
- If the Participant's physical or technical level is insufficient: The original Stay price may still apply.
- If the Participant cancels: Cancellation must be sent in writing or email and takes effect upon receipt. Cancellation fees:

- a) More than 90 days before the Stay: 30% of total price (or loss of deposit)
- b) Less than 90 days: 100% of total price

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No refunds are granted if the Participant ends their Stay early.

Modifying the Stay date more than 90 days prior incurs a €100 admin fee (private bookings only). No changes are allowed within 90 days unless otherwise agreed.

7. Stay Organization – Administrative & Health Formalities

Participants must make themselves known to the Chamonix Expérience office personnel the day before the Trip to confirm their attendance. Unreported delays or absences may result in loss of service without refund.

Participants must be punctual. Lateness may lead to Stay modification or cancellation without refund.

Participant Numbers: Each Stay has a maximum number of participants based on conditions and skill levels. A minimum may also be set; if not reached by a certain date, the Stay may be canceled.

Administrative Formalities: Participants must have a valid passport or national ID. If unable to travel due to missing documents, no refund is due.

Chamonix Expérience is not liable for consequences of non-compliance with police, customs, or health regulations.

8. Equipment

Participants must have personal technical and safety equipment suitable for the activities, as instructed.

They are solely responsible for their gear and any resulting damage.

If in doubt, they must consult Chamonix Expérience or the Guide.

If equipment is provided, it must be used as instructed. Chamonix Expérience is not liable for provided gear.

9. Technical & Physical Requirements – Health

Participation may require specific skills, fitness, or experience.

If a Participant falsely claims to meet requirements, they are fully responsible for the consequences.

Participants must declare any health issue, past or present, that may affect their ability to safely participate (e.g., vertigo, fear, accidents, medications).

10. Responsibility – Specific Environments

Stays occur in hazardous environments (mountains, snow, water, air, caves, etc.) with natural risks (rockfalls, crevasses, avalanches). The presence of a certified Guide does not eliminate these risks.

Guides have a duty of means, not of result, and may cancel activities for safety. Participants are active agents in their safety and must follow instructions.

Activities not included in the original program (e.g., cycling, swimming, paragliding) are at the Participant's own risk.

11. Insurance and Rescue

Chamonix Expérience:

- Holds public liability insurance: MMA no. A143140422
- Is registered as a tour operator: IM074100152
- Holds financial protection via GROUPAMA ASSURANCES: no. 4000715108

These do not replace personal liability insurance. Participants must carry personal liability and rescue insurance covering the activity, location, and altitude.

Participants are advised to also purchase cancellation insurance in case of injury or last-minute changes.

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12. Stay Description

Chamonix Expérience aims to keep its website and marketing materials accurate and up-to-date.

However, this content is indicative only and should be confirmed by contacting Chamonix Expérience directly.

13. Image Rights

The Participant authorizes Chamonix Expérience to use any images (photos or videos) taken during the Stay for promotional or commercial purposes, unless they opt out before the Stay begins.

Parents/legal guardians authorize the same for minors.

14. Complaints

Participants may contact Chamonix Expérience for help or complaints during the Stay.
Emergency number: +33 (0)6 76 51 87 83 (subject to change via email before the Stay).

Failure to report a non-conformity during the Stay may affect the right to compensation.

Per Article L.211-17 of the Tourism Code, complaints must be made within 2 years.

15. Tolerances and Amendments

Any tolerance regarding a breach of these Terms shall not constitute a waiver or alter obligations.

Chamonix Expérience may modify these Terms at any time. The applicable version is that in effect at the time of contract.

16. Dispute Resolution and Applicable Law

In case of dispute, Participants must first send a registered letter to Chamonix Expérience to seek amicable resolution.

If unresolved, Participants may refer to the consumer mediator: MEDIATION DE LA CONSOMMATION ET PATRIMOINE,
12 Square Desnouettes, 75015 PARIS / www.mcpmediation.org

Disputes will be handled in French and fall under the jurisdiction of the courts governing Chamonix Expérience's registered office.

17. Personal Data Processing

Information collected via the registration form is stored digitally. Data is not shared and retained for five years.

Participants may access, correct, or request deletion of their data by contacting Sébastien Rougegré at info@chamex.com.

If unsatisfied, they may contact CNIL via www.cnil.fr.

18. Participant Rights for Package Travel

The services offered constitute a package under Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.

Participants benefit from all rights under EU law for package travel.

Chamonix Expérience is responsible for the package's proper execution.

It has the required financial protection to refund payments and, if transport is included, to ensure repatriation in case of insolvency.

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