

TERMS AND CONDITIONS - RESALE OF ACTIVITIES

Version dated 22/05/2025

These Terms and Conditions apply to the resale of Activities by Chamonix Expérience, located at 610, Route Blanche, Chamonix Mont-Blanc (74400), France, a limited liability company with share capital of €8,000, registered under SIRET number 44059232700041, email: info@chamex.com, tel: +33 (0)4 50 93 23 14, mobile: +33 (0)6 76 51 87 83, websites: www.chamex.com and www.chamex-events.com, EU VAT number: FR91440592327, hereinafter referred to as "Chamonix Expérience".

These apply to any natural or legal person, hereinafter referred to as the "Participant(s)", either directly (at the office or off-site) or remotely (by telephone, mail, email, or on the website www.chamex.com).

The Activity sold is supervised by:

- A Mountain Guide with a State-certified sports educator diploma,
- Or an Aspirant Mountain Guide, intern at the National School of Skiing and Mountaineering,
- Or a Mountain Leader with a State-certified sports educator diploma,
- Or a Climbing Instructor with a State-certified sports educator diploma,
- Or a Canyoning Instructor with a State-certified sports educator diploma,
- Or a ski / snowboard Instructor with a State-certified sports educator diploma,

Hereinafter referred to as the "Instructor", who acts as an independent contractor.

Purchasing an Activity from Chamonix Expérience implies full knowledge and unreserved acceptance of these Terms and Conditions.

1. Definition of the Service

Under these terms, Chamonix Expérience promotes and resells guided Activities under the responsibility of the Instructor.

Mountain Guides and Aspirant Guides provide instruction, training, and supervision for mountaineering and related activities as defined by the decree of June 16, 2014.

Mountain Leaders provide guidance and safe supervision in mid-mountain environments excluding glaciated, rocky, canyon, or alpine zones, as per the decree of June 3, 2019.

Canyoning Instructors (including Guides or AQA Canyon holders) supervise and train individuals safely in canyoning, as per the decree of May 26, 2010.

Climbing Instructors supervise and train individuals in climbing on natural sites under 1500m and artificial structures, as per the decree of January 31, 2012.

These Terms and Conditions cover only the above-mentioned Activities, excluding transportation, accommodation, food, or equipment rental.

2. Activity Sale - Booking

The contract consists of two parts: individual agreements between Chamonix Expérience and the Participant(s), and these Terms and Conditions, which prevail in case of conflict.

The Activity is sold and governed by these Terms as soon as the parties agree on its main features and price. This agreement may be verbal unless one party requires a written contract.

The Participant requests a booking directly with Chamonix Expérience (by phone or through the website form).

A reservation form link is sent to the Participant to fill in personal details and confirm acceptance of the Terms. The booking is confirmed after completing the form and paying a 30% deposit or full amount.

CHAMONIX EXPERIENCE

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

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RCS ANNECY 440592327





If no confirmation is received within 3 days, the booking is considered invalid, although Chamonix Expérience may still confirm it up to the Activity date.

The remaining balance is due 90 days before the Activity. If not paid on time, and unless otherwise agreed, Chamonix Expérience may cancel the booking and apply cancellation fees as below.

3. Withdrawal Rights

According to Article L.221-28 of the Consumer Code, bookings are firm and final. No right of withdrawal applies.

4. Prices – Additional Charges – Payment Terms

The price includes Instructor fees and Chamonix Expérience operating costs. It only covers supervision of the Activity.

Rates depend on professional standards, participant numbers, their ability levels, and the goal's characteristics (technical level, elevation, commitment).

Chamonix Expérience provides a daily rate, usually to be shared among all Participants unless otherwise specified.

Extra costs (transportation, lifts, meals, etc.) are to be paid directly by the Participant(s), including those of the Instructor.

Payment is accepted by bank transfer, credit card, or cash (within the legal limits). Cheques are not accepted.

5. Modification or Cancellation of the Activity

Mountain Activities are subject to unpredictable factors: weather, snow conditions, terrain, participant fitness, etc. Chamonix Expérience and the Instructor cannot be held liable.

They are also not responsible for strikes, illness, government actions, lift/refuge closures, or force majeure.

To ensure safety or respond to unforeseen circumstances, the Activity may be changed or cancelled at any time.

- If modified by Chamonix Expérience or the Instructor, a new adapted program will be proposed at no extra cost.

If the Participant does not meet required ability levels, the original price may still apply.

- If cancelled by the Participant:

Notice must be sent by email or post. Cancellation fees:

- a) Over 90 days: 30% of total price (or loss of deposit)
- b) Less than 90 days: 100% of total price

Early termination of an Activity by the Participant will not result in any refund.

Date changes requested more than 90 days in advance incur a €100 admin fee (private bookings only).

No changes allowed within 90 days of the Activity unless agreed otherwise.

6. Physical, Technical & Health Requirements

Some Activities require specific fitness, experience, or technical levels. Participants are responsible for accurately declaring these.

Incorrect declarations are at the Participant's own risk.

Participants must inform Chamonix Expérience and the Instructor of any health issues, medication, medical history, or fears.

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7. Activity Organization

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. Delays may lead to cancellation or change without refund.

A maximum group size may be set based on safety and conditions. Group Activities may also require a minimum number of participants.

8. Equipment

Participants must have suitable personal gear. They are solely responsible for its use and any resulting damage.

They should consult Chamonix Expérience or the Instructor in case of doubt.

If gear is provided, it must be used as instructed. Chamonix Expérience and the Instructor disclaim responsibility for provided gear.

9. Liability - Specific Environment

Mountain environments are inherently risky (rockfall, avalanches, etc.). Supervision reduces but does not eliminate these risks.

The Instructor has a duty of means, not results, and Participants remain active and responsible for their own and others' safety.

Any unrelated activity (e.g., cycling, swimming, paragliding) is at the Participant's own risk.

10. Insurance and Rescue

Chamonix Expérience has public liability insurance for Activity resale: MMA no. A143140422

All Instructors have professional liability insurance covering search, rescue, and repatriation.

Details available on request from Chamonix Expérience.

This does not replace the Participant's own liability coverage.

Participants are advised to obtain insurance that covers their Activity (including search and rescue) without geographic or altitude limits.

Cancellation insurance is also recommended.

11. Activity Description

Marketing materials and the website are as accurate as possible but indicative only. Always verify details with Chamonix Expérience or the Instructor.

12. Image Rights

Participants authorize Chamonix Expérience and the Instructor to use photos or videos taken during the Activity for promotional purposes, unless otherwise stated in advance.

For minors, parental consent is deemed given under the same conditions.

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13. Disputes, Applicable Law

In case of dispute, the Participant should first send a registered letter within 15 days. Chamonix Expérience has 2 months to reply.

If unresolved, the Participant may contact the mediator: MEDIATION DE LA CONSOMMATION ET PATRIMOINE - 12 Square Desnouettes - 75015 PARIS / www.mcpmediation.org

The reference language is French. All disputes fall under the jurisdiction of the courts where Chamonix Expérience is based.

14. Personal Data Processing

Personal data is collected during booking and stored securely for five years.

For access, correction, or deletion, contact: Sébastien Rougegré, info@chamex.com.

For unresolved issues, consult cnil.fr or contact the CNIL directly.

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