

1) **Payment:** At the time of **booking** we require payment by credit or debit card in order to secure your booking. We use a secure online payment system (with our French bank CIC) which accepts MasterCard, Visa, Visa Debit and Carte Bleue.

2) **Payment options:** There are 2 choices of payment: 'Credit card (full payment)' or 'Cash on arrival'. When choosing 'Cash on arrival' we require a deposit payment (usually 25%) with a credit card to secure your booking. **When a deposit is made the remainder of the full amount will be taken with cash upon arrival into resort. Please have the correct amount with you as your driver may not have change.**

2.1) **2nd credit card payment:** Where a deposit has been paid and you choose to pay the remainder with your credit card at a later date, an extra admin charge will be added on top of the remainder for a second credit card payment (0-250€ remaining = 5€ extra charge, & from 251€ plus remaining = 10€ extra charge).

3) **Prices & Price Changes:** At the time of booking the price you are quoted is the price you will pay with all taxes and credit card charges included (a second credit card payment charge does apply, please see section 2.1). If you have been quoted in the past and have not proceeded to the payment stage then prices are subject to change (for example if a promotion has run out, availability has changed or prices have been increased etc). On shared transfers, clients in the same vehicle may be paying different prices due to their booking conditions, the flexibility from another party, or for other reasons. If anyone in your party cancels or drops out for any reason the client will still have to pay the rate they were quoted or charged – PowderCab must be informed of this change of circumstance ASAP. If there are any additions to the party after the initial booking, the client will pay the rate advertised on the PowderCab site for the new and extra member(s) as if it were a new and separate booking – PowderCab must be informed of this change of circumstance ASAP.

3.1) Although some shared services are advertised, PowderCab can sometimes only offer private services, especially for less than 3 passengers, for very early or late flights, for early or late seasonal dates or during the 'interseason'. These prices are not subject to any promotional offers unless otherwise specified.

3.2) Our Price Match Guarantee is only valid on like for like services (so not timetabled/scheduled transfers) and is available on all transfers and resorts excluding shared transfers to/from Avoriaz (Top Station).

4) **Cancellations/Refunds:** Clients can cancel their transfer by email. Cancellations must be made at least 14 days before the time of travel (after this time refunds cannot be issued). If a client cancels a booking (outside of the 14 day cancellation policy), PowderCab will refund 90% of the amount paid minus any additional bank, administrative and rescheduling charges which are at PowderCabs absolute discretion. The client will receive an email confirming the cancellation. PowderCab will provide clients with all relevant documentation to aid an insurance claim (please see Section 23 regarding insurance).

4.1) Transfers are non-transferable. If a client would like to move the date of their transfer(s) to a later date, and should the original transfer date(s) fall inside of the 14 day cancellation policy, then no refund will be made. The new transfer(s) will be treated as a new booking and a new quote will be provided.

5) **Instant Online Booking:** Bookings can be made directly online with instant confirmation (depending on our availability) by completing our booking form up to 48 hours before your travel dates/times.

Once payment is made, you will receive 2 confirmation emails:

- x1 email from our booking system to confirm your transfer, on which there will be: a **Booking Reference number** (4 numerical digits), a **Summary of your transfer details** (for you to check again that these details are all correct) & a **Receipt/Invoice** (attached to the email). The party leader must print out this confirmation email and bring it as their party's ticket to ride.

- x1 email from our bank (CIC) to confirm payment (this will be in French & will have a payment reference number on it but this is NOT your booking reference number),

It is your responsibility to ensure you have received both confirmation emails from PowderCab after payment has been made. **IF YOU ONLY RECEIVE 1 PAYMENT EMAIL OR DO NOT RECEIVE ANY EMAILS YOU ARE NOT BOOKED IN SO YOU MUST CONTACT US STRAIGHT AWAY.**

5.1) **Bookings by contacting us directly** (or when prompted to do so by the online booking form). We will complete a booking form for you & send through an email with a summary of your transfer details on it (for you to check & confirm) and a payment link to our secure online payment page, to get you booked in. The payment link will ask for either the full amount or for a 25% deposit and will expire within 48 hours of being sent. Your seats will be reserved until the payment link expires, however, PowderCab reserve the right to cancel the link after it has been sent. **Once payment is received, you will receive 2 confirmation emails as explained above.**

6) **Details needed:** At the time of booking you must send PowderCab the exact details as per below:

- Party leader name & number of people in your party
- A valid Party leader email address
- A valid Party leader mobile phone number (the one to be contacted on during your stay)
- Your exact travel dates
- Your EXACT FLIGHT ARRIVAL TIME INTO GENEVA (or train arrival time)
- Your flight arrival number/departure airport (or train station)
- The name & exact address of your accommodation
- Your EXACT FLIGHT DEPARTURE TIME FROM GENEVA (or train departure time)
- Any additional details – child booster/baby seats, bikes & other special needs

Without all of these details, it may not be possible to honour your transfer(s) and you may be subjected to charges.

6.1) **Flight Details:** We operate around the times you have given to us, so please ensure that your flight arrival time is not your flight departure time from your origin airport. For your flight departure please make sure that you do not give us any check-in times; we only need your flight departure time. Also, please check that your flight arrival number is not the airlines booking confirmation number.

6.2) **Accommodation details:** If clients are staying in more than one place, we need to know this at the time of booking. If clients are staying in different places without us knowing, all clients will be dropped at and picked up from the one accommodation location given by the party leader at the time of booking. Key collection also needs to be discussed/arranged at the time of booking. If not, we will drop clients at their accommodation and they will need to make their own way to their key collection point as we may have a tight schedule to adhere to.

7) **Parent/Minders Responsibilities:** Adults who are in charge of passengers under the age of 18 are responsible for their conduct whilst in PowderCab vehicles and are held responsible for any damage caused. Parents/supervising adults have a legal responsibility to ensure passengers aged under the age of 18 use the correct seat, booster cushion or seat belt.

7.1) **Children and Baby/booster Seats:** PowderCab provides booster cushions and child seats upon request. It is up to the parents or guardians of the child/children to inform PowderCab, at the time of booking, the number of booster or baby seats required onboard. Otherwise the child/children may not be allowed to travel due to French Law. Each child has to have their own seat belt and it is the responsibility of the parent or guardian to ensure that the baby or booster seat is fitted correctly and that their child/children are strapped in properly (please see section 20). Children aged 3 years or over who are under 150cm in height and weighing less than 36 kilograms

(i.e. generally children up to 11/12 years old) must use the correct child seat or booster cushion when travelling in passenger vehicles in France. Children under 3 years of age must have a rear or forward-facing baby seat. Simply let us know which one(s) you require as we provide them for free.

8) **The accuracy of all booking details** given to PowderCab are the responsibility of the party leader. Once the details have been entered they cannot be changed and are automatically sent to our scheduling system. **If dates, times and other details have been entered with errors, charges will be incurred up to the full amount of a new transfer.** If you notice that an error has been made let us know with as much notice as possible and these charges may be reduced or quashed.

If your contact details are also entered incorrectly, meaning we cannot contact you, it is possible that your transfer will not be honoured and you will not be refunded. **If any details on your booking form are incorrect, particularly flight dates or times, we accept no responsibility and we may not be able to reschedule your transfer, especially on busier days. If a reschedule is necessary then you will have to cover these extra costs (such as driver waiting time at the airport (20€ (Euro) per hour or part thereof), outsourcing to another company, admin fees etc) or the cost of a new transfer if feasible.**

9) **Confirmation/Ticket:** The party leader must print out their confirmation email (on which there is a booking reference number, booking summary & useful information) and bring it with them as their groups' ticket to ride. It is the party leaders' responsibility to write the full names of everyone travelling in their party on this ticket and show it to their driver.

10) **Travel details, Contact/Communication:** The client making the booking online, by email or by phone, accepts and is subject to PowderCab's terms and conditions and will be deemed the party leader. The party leader also accepts terms and conditions on behalf of each party member.

11) **Contact/Communication between Client and PowderCab:**

The Mobile Phone number that clients provide must:

- Be the same phone to be used during their stay.
- Include the correct country code and be able to be used abroad.

Before flying: PowderCab clients will contact us either by text or phone call when they know their flight is departing on time including the 'Party Leader Name' and their confirmed 'Booking Reference Number' (if flights are delayed the party leader will keep PowderCab updated with the new expected time of arrival).

In Resort: Although PowderCab has very good knowledge of local resorts it is the party leaders' responsibility to have an accurate address, the name of the property and detailed directions to their accommodation or pick up/drop off point.

Return Transfer (from resort to airport): PowderCab will send the party leader an SMS with their transfer time by 15:00 the day before their departure from resort. The client must reply to the number provided in the SMS to confirm details as soon as possible (preferably before 18:00 that day). **We work around the return flight time given by the party leader, not any check-out times from your accommodation – if you want to book around your check out time then this must be agreed at the time of booking.** Any changes after booking confirmation may not be possible, or if they are, they may be chargeable.

12) **Change of Details:** Party leader needs to inform PowderCab of any change of details ASAP. These changes need to be confirmed by PowderCab to ensure availability/document change and may be subject to a minimum admin fee of 20€ (Euro). Any new times, dates, destinations, numbers of people onboard, may be chargeable at

the full payment rate. **If your change of details cannot be met from our end then refunds or the transfer(s) may not be possible.**

13) **Personal Details:** Your safety and privacy is very important to us and we will never disclose any of your billing information or email address to any other parties. We will only pass on mobile phone numbers to other transfer companies when sub-contracting in order for them to contact you for your transfer. We may also add your email address to our mailing database to receive transfer offers in the future.

14) **Flight Delays:** If a flight is delayed, PowderCab will wait at the airport (up to 40 minutes on shared transfers and up to 1 hour on private transfers when/if possible) without extra payment due. After this time a charge of 20 Euros per hour (per 8-seater or 13-seater minibus used for the size of your group) or part thereof is required. If, due to time constraints (other bookings or factors out of PowderCab's control) the driver cannot wait for the delayed flight, PowderCab will try to assist the party with their onward journey on the next available transfer. If PowderCab has to put on another service to accommodate the delay then the client will be charged the full rate for that new transfer. If PowderCab cannot assist they will make alternative arrangements and subcontract to other recommended service providers. However, any extra costs will be the responsibility of the party leader. Flight delays are difficult for all parties concerned and are completely out of everyone's control, so communication is key between party leader and PowderCab to ease these situations. We deal with flight delays on a case by case basis. **Please remember that flight delays are a headache for all concerned and that it is not PowderCab delaying the flight.**

14.1) One simple flight delay can disrupt PowderCab's daily schedule for our whole fleet of minibuses, so all clients must be understanding of this including private clients who may have to end up sharing with other clients in order to help you/them/us get to/from resort.

15) **Flight Cancellations:** If your flight is cancelled it is the party leaders' responsibility to contact PowderCab immediately and we will do our utmost to reschedule the transfer where possible. Any rescheduling by PowderCab may have to be charged at the full price for a new transfer. PowderCab will of course provide clients with all necessary documentation for an insurance claim (Please see our holiday insurance section 22). One cancellation can disrupt PowderCab's daily schedule so all clients must be understanding of this including private clients who may have to end up sharing with other clients. **Please remember that flight cancellations are a headache for all concerned and that it is not PowderCab cancelling the flight.**

16) **Delays/missed return flights:** Delays can occur for a number of reasons that are out of PowderCab's control such as severe weather conditions, natural disasters, heavy traffic, road accidents, police directives, restricted vehicular access, other customers actions, civil unrest, acts of terrorism, war (this list is not exhaustive). Compensation will not be issued for return services that result in clients missing their flight when the circumstances are out of PowderCab's control.

17) If PowderCab is unable to honour the booking due to circumstances within their control alternative transport will be arranged where possible to their ticketed destination, and compensation will be strictly limited to this alternative travel arrangement to Geneva airport/train station.

18) **Shared transfers; Flights:** The nature of shared transfers means that clients may (or may not) be sharing a transfer vehicle with other clients arriving or departing on a flight which is scheduled to arrive or depart on or around the same time as theirs. These details are outlined on the PowderCab booking form when clients have the option of choosing a shared or a private service, as per below:

- **Shared Arrivals:** with a maximum of 45 minutes (in the winter, but 1 hour in the summer) between scheduled flight arrival times of other shared clients. If you are 'tied in' with other shared clients then we may time our service around the latest arrival so may not be there to

meet you from your flight – in these cases please wait at the Hub Cafe in arrivals and let us know you are there.

- **Shared Departures:** with a maximum of 1 hour (in the winter, but 1 hour 30 minutes in the summer) between scheduled departure flight times of other shared clients.

If the other shared clients' flight is delayed you may have to wait until they land unless another scheduled shared transfer is available. Similarly, if your flight is delayed other clients may have to wait for you.

18.1) Shared transfers; Route: Clients may be sharing their transfer with others who are staying in different resorts which we would pass through en route; for example, we pass through Les Gets to get to Morzine so we would of course drop the Les Gets clients off first (or vice versa on a return trip). Occasionally we may have to visit Samoens or Morillon Village en route and we aim for a maximum of a 20minutes detour. For example, some Morzine, Les Gets or Avoriaz clients may have to go via either Morillon Village (only 4 miles off our usual route) or Samoens (only 7 miles off our usual route) en route to their resort (or vice versa on a return trip). In any case, we always try to be as efficient as possible to avoid upset. This is a rare occurrence and clients must understand that this is a way to keep our costs low to you on the shared option.

18.2) Shared transfers; Numbers: We use 8-seater and 13-seater minibuses, so groups of 8 or more may be to be split up. For example, if there are 9 in your group we may use one 13-seater minibus or we may split the group 8 and 1 between two 8-seater minibuses depending on our capacity.

19) Private transfers: The nature of private transfers means that your party have the sole occupancy of the vehicle as passengers, meaning that we will operate around your flight times and take you directly to your destination. We use 8-seater and 13-seater minibuses, so groups of 8 or more may be divided between 2 (or more) minibuses.

20) Door to Door Service: We will make every effort to take you to the door of your accommodation, however, if your accommodation is inaccessible due to weather conditions, lack of access or dangerous conditions, which means our vehicles cannot access your accommodation, we will endeavour to drop you off as close to your accommodation as possible (which may mean we have to drop you (meet you for your departure) at the end of the driveway). Please note that Avoriaz is a car free resort and as such all clients will be dropped off at the Welcome Centre.

21) Departure Transfer: PowderCab will be responsible for scheduling all transfers. Requests for specific times/places can be made at the time of booking and will be dealt with on a case by case basis.

21.1) Departure Transfer Time: The time sent to you via SMS is the time at which we need to depart. We work around the return flight time given by the party leader, not any check-out times from your accommodation – if you want to book around your check out time then this must be agreed at the time of booking. Please respect this time (guidelines below) and if you are not ready at that time please understand that we have a schedule to adhere to and we (and possibly other clients) may not be able to wait for you.

21.2) Departure Timings: The final scheduling of your departure time rests with PowderCab, however as a general rule and for example, we will leave the resorts at the times below before a flight is due to depart:

- **Morzine:** between 3 hours 10 minutes and 4 hours 10 minutes (usually 3 hours 30 minutes)
- **Les Gets:** between 3 hours and 4 hours (usually 3 hours 15 minutes)
- **Avoriaz (Top Station):** between 3 hours 45 minutes and 5 hours (usually 4 hours)
- **Avoriaz (Prodains):** between 3 hours 15 minutes and 4 hours 15 minutes (usually 3 hours 35 minutes)
- **Samoens:** between 3 hours 10 minutes and 4 hours 10 minutes (usually 3 hours 15 minutes)

- **Morillon Village:** between 3 hours and 4 hours (usually 3 hours 10 minutes)

These times can change for a number of reasons including: peak traffic times of the day (or to avoid them), when the mountain weather is inclement (snow, ice, cold, fog, rain, etc), road conditions, other clients flight times and our daily schedule. On Saturdays we may add up to an hour onto these times (possibly more in some cases) to allow for the extra traffic, taking an alternative route to and from the airport and busier airport security.

21.3) Departure timings for shared clients, extra info: We base our departure timings from resort on all our clients flight departure times sharing your transfer. The collection times will be based on the earliest passengers' flight time on your transfer (up to 1 hour of your flight departure time) and we will pick up passengers at their accommodations logistically en route. Therefore you may be leaving resort earlier than our standard departure times mentioned above due to other clients' flight times and your location in resort.

22) Luggage: Ski/Snowboard: PowderCab does not charge for carrying ski luggage. Clients are restricted to one piece of luggage, one ski/snowboard bag, and one piece of hand luggage. Clients bringing unusual or oversized luggage should inform PowderCab at the time of booking and may be subject to a surcharge. Clients bringing oversized or excess luggage may have to put some luggage on their laps or under their feet. Clients must be reasonable with the amount and size of their luggage as other clients on their transfer will also have luggage. Each client is responsible for his or her own luggage during loading, transport and unloading. PowderCab cannot be held responsible for any lost, damaged or left luggage. If you leave any luggage or items in our minibuses it is the responsibility of the client to either retrieve it from the PowderCab office in Morzine or pay the postage for it to be returned.

22.1) Luggage: Bikes: PowderCab does not charge for carrying bikes, however the client must let PowderCab know the number of bikes they will be bringing and if they are boxed or bagged. Clients are restricted to bringing one bike only per person. The bike bag or box must not exceed 1.3m length x 1m height x 30cm depth. Please also understand that bikes take up a lot of space therefore clients may have to put other luggage on their laps if necessary. If you have not pre-booked a bike onboard, you or the bike may not be able to travel with PowderCab as we may not have space.

22.2) Slow or Lost Luggage: After landing, if any of your luggage is taking longer than 30 minutes to retrieve, you must contact PowderCab. We will wait for clients collecting luggage up to 45 minutes after they have landed. After this time a charge of 20€ (Euro) per hour (per 8-seater or 13-seater minibus used for the size of your group) or part thereof is required. **If any of your luggage is lost you must contact PowderCab immediately.** The party leader must organise just one person to sort the lost luggage and bring the rest of the group out as soon as possible to help the situation. The person sorting the lost luggage will have to complete the lost luggage form as quickly as possible and then the lost luggage will be couriered to their resort accommodation when it finally arrives into Geneva. We may have to put the person sorting the lost luggage on a later service in order to get the other clients to resort in order for us to adhere to our schedule. We cannot wait for the lost luggage to arrive. We deal with slow or lost luggage on a case by case basis as per our rules with flight delays. **Please remember that these situations are a headache for all concerned and that it is not PowderCab losing the luggage.**

23) Insurance: PowderCab clients are only insured when inside a PowderCab vehicle. PowderCab clients getting into or out of a PowderCab vehicle are not insured and particular care must be taken when doing so especially when exiting the vehicle (for example there may be snow, ice, uneven ground or other things to trip or fall on/from, and traffic will be coming from a different direction). Whilst every care is taken, customers' property is carried entirely at their own risk and PowderCab will not take responsibility for loss or damage.

23.1) Holiday Insurance: PowderCab recommends that all clients have relevant holiday insurance. In the event of any delayed transfers (such as road closures, traffic, unsafe driving conditions etc) resulting in missed flights

and other costly events, PowderCab will not be held responsible. However, PowderCab will provide clients with all relevant documentation to aid an insurance claim. Clients must also have insurance policies that include resort/piste closure conditions that cover transportation to/from resorts.

23.2) **Bikes:** Clients travelling with bikes must have insurance for their bikes that covers transportation in a trailer. PowderCab vehicle insurance does not cover the contents of their trailer.

24) **Subcontracting:** Very occasionally PowderCab may have to sub-contract business to other local and trusted transport operators. This may be for a number of reasons including; delays, cancellations, lost luggage, our goal to reduce our environmental impact, to help keep costs down for our customers, our availability and factors out of our control etc. We only subcontract to companies who are also fully licensed and insured. If PowderCab do not have availability and we cannot sub-contract your transfer, you will be refunded in full.

25) **Client Conduct:** The Party leader acts an agent for all members of the party and accepts PowderCab's terms and conditions on behalf of each member of the group.

25.1) **Alcohol:** PowderCab clients are not permitted under any circumstances to take alcoholic drinks onboard for the purpose of consuming them therein.

25.2) **Smoking and illegal substances:** Smoking and illegal substances are not permitted on board any PowderCab vehicles.

25.3) **Respect:** PowderCab clients are expected to behave respectfully towards staff and each other. PowderCab and their drivers reserve the right to refuse to transport clients who are seen to be under the influence of alcohol or drugs and/or are deemed to be a nuisance/ threatening/ aggressive and/or abusive. Please also be mindful that as well as your driver, you may be sharing the minibus with other people so please keep your conversations respectful and clean.

25.4) **Driver concentration:** Clients must also be mindful that their driver has a very responsible job so must be left to concentrate on driving safely. Please also keep conversations to a minimum to ensure your driver can give their full attention to the road and conditions.

25.5) **Care outside vehicle:** Please also take care outside the vehicle especially if your driver has to move and manoeuvre the vehicle. If you can see that, or know that, or are warned that the vehicle will be moving, please move yourself out of the way and watch while the vehicle manoeuvres safely.

26) **Damage:** Any internal or external damage caused by clients to PowderCab vehicles, its' equipment or property therein will be charged a minimum cost of 100€ (Euro) to cover repair/ replacement/ valeting as appropriate. Sick bags are provided.

27) **Travel Sickness:** Mountain roads by their nature have many bends and, with travel sickness, prevention is far cleaner than the cure. We highly recommend that parents/minders make the relevant anti travel sickness preparations for passengers under the age of 18. For example, no food or drink intake onboard (especially fizzy, sugary drinks or food etc), take anti-sickness pills, wear anti-sickness bands etc, ensure that young passengers look out of the windows and avoid reading or playing on any type of handset. Please feel free to ask your driver to open the window for some fresh air and to pull over if necessary (if we have a tight schedule to adhere to this may not be possible). Parents and minders (and travel sickness sufferers) are in control of their own travel sickness and must clean up all mess thoroughly. There is a minimum cleanup fee of 100€ (Euro).

28) **Conditions of Carriage:** French law and PowderCab's insurance requires seat belts to be worn by all passengers individually, failure to adhere will mean the clients transfer will be cancelled. It is the client's

responsibility to ensure they are wearing seat belts at all times and clients are only insured whilst strapped in. Any supervising adults must ensure any passengers under the age of 18 are wearing seatbelts and are strapped in correctly.

29) **Statutory Rights:** Nothing can affect the consumer's' statutory rights.

30) **Fuel Surcharges:** If the price of fuels increases over 1.35Euro per litre in our local French fuel depots then unfortunately we will have to add a fuel surcharge of 1Euro per person per transfer.

31) **Avoriaz:** Clients booking to/from Avoriaz top station may have to be taken to or picked up from the Prodains Lift if the road up to Avoriaz (19 hairpin bends) has been closed by the authorities or we deem it too dangerous for our staff to complete the journey. This is very rare but it can happen. Unfortunately we are unable to offer refunds or help with the cost of the Prodains Lift as a foot passenger.

32) **Promotion codes:** Promotional codes are only eligible for use by the intended recipient. Promotional codes are date and service limited. Once a promocode has expired and where a booking has not been completed with payment, we can no longer honour the discount from the promocode. Any discounted prices 'given/entered' by misuse of a promotional code will have to be paid at the full price and PowderCab reserve the right to refuse the service until full payment is made.

33) **Applicable law:** As a French company, any dispute between PowderCab 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.

PowderCab SARL Official Information

- Address: 1087 Route d'Avoriaz, 74110, Morzine, France
- Insurance: AXA Grorod, Morzine, France
- Siret No.: 80531895300017
- No. Cotisant: 740300600573
- No. TVA: FR84805318953
- Licence No.: 2014/82/000227 & 2014/82/0002270
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