

GENERAL AND SPECIAL CONDITIONS OF SALE

By Evolution2 Peisey-Vallandry, it is understood:

- All activities whitewater and canyons, stays and multi-activity programs, business programs, internships.... organized by «H2o-rafting», «H2o Sports», «H2o Savoie Jeunes», «H2o Sport Organisation» «Évolution 2 Peisey-Vallandry» and its representatives and service providers.
- The brand Evolution2 Peisey-Vallandry is managed by SARL «à la montagne»

Evolution2 Peisey-Vallandry - A la Montagne is declared

- Chambéry DDCSPP under Declaration of Establishment No.: ET 730000869

- Travel agent registered with the Ministry of Tourism under number IM073180001

All stays and activities are OBLIGATORY subject to the general and special conditions of sale. Individual agreements may supplement or modify the GTC. In that case, the said agreement is signed in 3 copies by both contractors.

1 - RESERVATION AND SETTLEMENT

1-1 Booking method

- Send Quotation, and return of Purchase Order with payment of deposit requested
- Order by phone by payment in CB VAD (remote sales)
- Order by online sales site
- Exchange of agreements and purchase order

A reservation is said to be confirmed upon receipt of the deposit payment. No reservation will be recorded without payment. For last minute bookings, a total payment will be required. (see § 4)

1-2 Method of payment: Cheque, BC (on site or by Internet), payment in BC by mail, Holiday cheques, Cash, Administrative mandate, Bank transfer.

2 - PRICES - DISCOUNTS - INVOICING:

2-1 Price

- Prices are clearly displayed in excl. tax and include VAT amounts at 10%, 20% and special rates
- Prospecting documents for individual customers and groups present the price including taxes. Only offers for professionals are displayed HT. The price of the reservation is present on the prospecting documents in your possession, and repeated in the case of a registration by phone.
- When booking following a QUOTE, the price excluding options and supplements added on site during your stay will be charged. No further reduction or withdrawal of the cost of benefits will be possible.

2-2 Discounts

No other discount, discount other than those offered on your offer can be granted.

- The websites managed by Evolution2 Peisey-Vallandry offer ad hoc promotional offers. These apply to bookings made only under the reference of these offers and on the announced periods.
- Evolution2 Peisey-Vallandry is a partner of certain promotional and/or sheltered offers. Discounts, offers and promotions cannot be combined. The discount voucher tickets are applicable to individual à la carte services and do not apply to the special rates "packs", "packages" and "Groups – Professional Area – Agencies".

3 - SPECIAL REGISTRATION CONDITIONS

Definition of the concept of group

3-1-1: **Group concept/ Registration for the account:** Any grouping of at least 2 people

3-1-2: **Group financial concept:** Minimum of 6 persons

3-1-3: **Solidarity commitment:** Within the framework of a group, or registration for several people, the subscriber undertakes to make known and approve the general conditions and the documentation of the stay to all registered participants. In the event of a breach of the GTC by one or more participants, the contractor shall be liable for all benefits.

4 - CANCELLATION - CUSTOMER CHANGE OF BOOKING - FINANCIAL

These conditions are identical for a reservation or request for cancellation or modification.

As part of individual payments including for groups, 100% of the amount of the activity or tourist package is due to the booking. Within the framework of a single settlement on behalf of a group, under contract or agreement, § 4-1 and 4-2 shall apply. Cancellation insurance is available for purchase, § 10-2.

4-1 Activities and packages Evolution2 Peisey-Vallandry «à la carte»

On booking: 100% of the total amount is due to the booking, no modification, withdrawal is possible.

D-7: 100% remains due

D-14: possible cancellation * on proof (* file fee of 10/pers/activity due)

D-30: 100% refund on justified request

Cancellation insurance is offered by the service provider ASSURMIX at a unit rate of €1.40 per activity from €1 to €100. €3.50 per activity from €101 to €200.

4-2 All Inclusive Stays/ Multi-activity Days & Corporate Programs

On booking: 50% of the total amount is due to the booking and kept in case of cancellation

D-15: 100% of the total amount is due to D-15 and retained. No modification, withdrawal, is possible

Cancellation insurance is offered by the service provider ASSURMIX at the rate of 4% of the total amount of the stay.

5 - HEALTH

When booking "à la carte" or "package" activities, the contractor and related participants (see Article 3-1-3) must ensure that there is no contraindication to the practice and participation in "activities" proposed and ordered in the service contract (Estimate). It is mandatory for the contractor to check the clauses specific to each activity.

6 - RIGHT OF RETRACTION

The consumer's right of withdrawal in accordance with Articles L121-21-8 of the French Consumer Code does not apply to contracts for the provision of accommodation, transport, catering and leisure services, dated. The contractor will therefore have no right of withdrawal.

7 - ASSIGNMENT OF RESIDENCE TO A THIRD PARTY

After request from the contractor and agreement of Evolution2 Peisey-Vallandry, it will be possible to assign his reservation to a third party. However, the said Third Party must meet the registration conditions and the prerequisites announced on the technical data sheet of the stay. When you transfer your travel contract, you remain jointly and severally liable to the seller for the payment of the balance of the price, but also for any additional costs caused by this transfer

8 - PROGRAM CHANGE

8-1 Modification by the organiser: Evolution2 Peisey-Vallandry reserves the right to modify the programme of a service for security reasons, floods, drought, natural or accidental disasters (pollution), insufficient technical, physical or psychological level of the participants, without any of the participants being entitled to any compensation. Only Evolution2 Peisey-Vallandry is entitled to decide on any modification of programmes. If our organisation is obliged to cancel a stay for any reason, participants will be reimbursed in full without being able to claim any other compensation.

8-2 Modification by the client: Any service modified, interrupted or not consumed for any reason can not be refunded.

9 - RESPONSIBILITIES:

- Given the specific and adventurous nature of our business, each participant is aware of the risks they may face. It assumes them with full knowledge of the facts and undertakes not to place the responsibility for these risks on Evolution2 Peisey-Vallandry. This also applies to rights holders and any family member.
- Each participant must comply with the advice and instructions given by the staff supervising the activities and stays Evolution2 Peisey-Vallandry. Which cannot be held responsible for incidents, accidents or personal injury ... that result from a reckless personal initiative.
- Evolution2 Peisey-Vallandry is not responsible for personal property (loss, breakage, theft, etc.) at the sites of activities, vehicles and Evolution2 Peisey-Vallandry center located at 73210 Landry.
- Each participant recognises that they know how to immerse themselves and swim 25m, and that they are in good health and do not present any contraindications to OUTDOOR sports. Within the framework of a group of several people, the subscriber undertakes to make known and approve the general conditions as well as the documentation of the service to all registered participants.
- For minors participating in Evolution2 Peisey-Vallandry activities and stays, under the supervision of an external organisation, the latter is legally responsible for the conditions of participation.
- For minors registered with their parents/guardians, they are responsible.
- A minor alone will not be able to register without parental authorization or an identified guardian

10 - INSURANCE

10-1 Included Liability: Insurance underwritten by Evolution2 Peisey-Vallandry for its customers.

All Evolution2 Peisey-Vallandry activities are covered by Professional Liability. An organisation liability insurance is taken out for all stays and multi-activity and all-inclusive programmes.

- the white water activities and inclusive stays are covered in professional RC by the company "ALLIANZ IARD" - 1 cours Michelet CS 30051 92076 PARIS LA DEFENSE CEDEX, contract No. 61895363

10-2 Not Included Optional Insurance:

- Each participant certifies that he or she is insured in an individual RC, or/and has chosen to subscribe for an optional multi-risk individual RC at €2,75/day/person covered by the company ASSURMIX
 - Cancellation insurance at 1,40 € / day/ pers. The subscription to the cancellation insurance does not open any rights other than the refund under the conditions of the insurance. Attached are the conditions.
- Optional insurance is to be purchased directly from Evolution2 Peisey-Vallandry.

11 - IMAGE RIGHT

By accepting these Terms, in the absence of written information to the contrary, any customer authorises Evolution2 Peisey-Vallandry as well as its rights holders, such as partners and the media, to use still or audiovisual images on which the customer may appear. Customers recognise Evolution2 Peisey-Vallandry and its successors the right to practice any form of advertising and, more broadly, any form of promotion by exploiting the name and image, without remuneration or compensation.

12 - LITIGATION-JURISDICTION

Any complaint or dispute must be formulated and justified in writing in AR with the company A LA MONTAGNE.

The competent court is the place of establishment of the registered office of the company A LA MONTAGNE. In the case of disputes or claims concerning packaged services not belonging to A LA MONTAGNE, we will forward your claims to the concerned.

13 - ACCEPTANCE OF GCS - SPECIAL CONDITIONS

Any partial or total payment constitutes full acceptance of the GTCS and other special conditions.

Specific clauses for participation in Evolution2 Peisey-Vallandry activities

	With the Water	Canyoning	VTT Déval Bike E-scoot	Paragliding	Via Ferrata CO Paintball	Ski et winter activities	Motorized activities
Know how to swim 25m and submerge	*	*					
Have the required age (see data sheet)	*	*	*	*	*	*	*
Have and be able to justify the required technical and physical level	*	*	*	*	*	*	*
Be equipped with individual equipment, requested and required	*	*	*	*	*	*	*
Be insured in individual accident (public liability)	*	*	*	*	*	*	*
Do not present medical contraindications (health, motor, psychomotor and psychological)	*	*	*	*	*	*	*
Having read and accepted the terms and conditions comply with the rules and instructions of the supervisors	*	*	*	*	*	*	*
Have a driver's license							*
Not engaging in behaviour that could harm or compromise the safety and integrity of other users	*	*	*	*	*	*	*
Comply with applicable rules, regulations and legislation	*	*	*	*	*	*	*