

1889 TRAVEL - TERMS AND CONDITIONS

These Terms and Conditions are brought to your attention before confirming your booking, apply to your booking with 1889 Travel, commercial brand belonging to PMSH SAS, a company with capital of 165.000 euros registered 15 rue Helene 75017 Paris, France with company number RCS PARIS 812 533 651 whose registered office is 15 rue de la Paix, 75002 Paris.

In accordance with the article L. 141-2 of the French code of tourism PMSH has the ATOUT FRANCE registration under the number IM075150046 and benefits from the financial guarantee of the APST.

In these Terms and Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person. 1889 Travel refers to the commercial brand belonging to PMSH SAS.

By making a booking, you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them;

By making a booking with 1889 Travel, you certify that you have at least 18 years old for non US-citizen and at least 21 years old for US-citizen. In any experience sold, proposed, organized or managed by 1889 Travel and involving alcoholic beverages, non-alcoholic drinks will be served to participants under 18 years old for non US-citizen and under 21 years old for US-citizen.

1. BOOKING, CONFIRMATION PRICES AND PAYMENT

- 1.1. Following your enquiry 1889 Travel will create for you a detailed and quoted program, to be signed and return to us. Completion and submission by you of detailed and quoted program will be considered by us as confirmation that you have read, understood and accepted all our Terms and Conditions.
- 1.2. Prices on our quotes can be in euros, US dollars or British Pounds and payment are made in euros based on the spot exchange rate. You are responsible for paying any bank charges incurred by bank transfers.
- 1.3. Our prices include VAT of 20% in accordance with the French tax regulation.
- 1.4. Our prices may include transportation, accommodation, food, drink, accompaniment. All these elements will be specified on your quoted program.
- 1.5. Our prices do not include travel insurance, excess baggage charges, tips and gratuities, personal items purchased and any other spending not specified on your quote.
- 1.6. Once your program has been validated, 1889 Travel will invoice you a deposit of between 30% to 100% of the global value of the program.
- 1.7. In the case of bookings made within 4 weeks of departure, 1889 Travel will invoice you the full amount of your program.
- 1.8. If your deposit has not been paid in due course, your booking might be cancelled by 1889 Travel.
- 1.9. Following your deposit payment, 1889 Travel you will receive a booking confirmation, including a detailed program and details of the balance payment agenda. Upon receipt, if you notice any wrong data or inaccuracies please let us know within 5 working days.

- 1.10. In any case the balance payment need to be made 4 weeks before the departure.
- 1.11. If your balance payment has not been made or received in due course, 1889 Travel might cancel your travel and deposit will not be refundable.
- 1.12. In the case your program may be subject to extra costs, 1889 Travel may ask you a credit card deposit to cover these extra costs. A final invoice will be issued by 1889 Travel in the 7 working days following your travel.

2. PROGRAM CHANGES AND CANCELLATION POLICY

- 2.1. Once we have confirmed your booking, if you request a change in the dates or content of your itinerary we will do our best to meet your revised requirements. If we are able to make the requested changes you will be provided with a quote detailing any costs incurred by ourselves and any costs imposed by our suppliers. You will have to accept this revised quote within 7 working days. A deposit adjustment may be required.
- 2.2. In case of cancelation of your journey please let us know in written terms. Refund conditions are the following:

% of global amount to be refunded depending the number of weeks prior to departure:

Over 16 weeks: 70% refundable

Over 4 weeks: 30% refundable

Below 4 weeks and no show: 0% refundable

- 2.3. Refunds will be paid in the next 30 days upon reception of the cancelation notice in written terms.

3. CANCELLATION BY 1889 TRAVEL

- 3.1. 1889 Travel reserves the right to cancel a trip or experience or package or any part thereof. In this unlikely event, you will receive a refund of all invoices paid to 1889 Travel
- 3.2. No refund will be issued if 1889 Travel is forced to cancel, or make significant changes to, the trip due to force majeure circumstances beyond its control or that of its suppliers. These circumstances include but are not limited to man-made or natural disasters, acts of god, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, riots or civil disturbances.

4. SPECIAL REQUESTS

- 4.1. Any special requests must be advised to us at the time of booking e.g. dietary requirements, particular hotel facilities etc. Whilst every effort will be made by us to arrange your special requests, we cannot guarantee that they will be fulfilled.

- 4.2. If we these special requests occur any extra cost, you will be provided with a detailed quote update. You need to validate this revised quote within 5 working days in written terms.

5. INSURANCE

- 5.1. Comprehensive insurance is compulsory for all persons booking a trip or an experience with 1889 Travel. You must ensure that your insurance is valid for the duration of your trip.
- 5.2. Your insurance policy must be comprehensive and include sufficient cover, especially regarding cancellation, curtailment, theft, accident, repatriation, medical, third party, liability for injury to others and death, and loss or damage to equipment.
- 5.3. You must produce proof of insurance if required by 1889 Travel.

6. BEHAVIOUR AND RESPONSIBILITIES

- 6.1. You are expected to behave decently and with consideration to 1889 Travel, any suppliers and fellow travellers.
- 6.2. You must comply with rules and regulations set by accommodation providers and all other suppliers from time to time.
- 6.3. 1889 Travel does not accept responsibility should you suffer any injury as a result of or in connection with you skiing or snowboarding off-piste, hiking other than on level walking paths or bicycle riding.
- 6.4. You are responsible for looking after the accommodation where you stay during your trip. You may have to pay 1889 Travel a damage deposit on rental property; this deposit will be returned to you after completion of the trip, provided no damage has occurred in the accommodation. If damage has been inflicted on the rented accommodation, all clients who occupied that property are responsible for costs incurred to rectify the damage caused.
- 6.5. 1889 Travel reserves the right to remove any traveller or travellers from all or part of the trip if 1889 Travel feels they are behaving in an unacceptable manner. 1889 Travel will not be responsible for repatriation or any costs incurred, and no refund will be given as the result of being removed from the trip or part thereof.
- 6.6. All of your property is your own responsibility. You may be able to make a claim if the loss suffered is covered under the terms of your insurance policy.

7. MEDICAL

- 7.1. You are responsible for telling 1889 Travel and any suppliers of your holiday services of any medical or health condition that could have an effect on your ability to participate in or your performance on the trip and of any pre-existing medical problems/conditions. If your medical condition should change during the course of the trip, you must keep 1889 Travel informed.
- 7.2. Any medical information you submit to 1889 Travel will be held in the strictest confidence and 1889 Travel will abide by all of its obligations under our Data Privacy Policy.

- 7.3. In the event your trip is cancelled or curtailed because you have failed to inform us of any medical condition, you will be entitled to any refund and we will be entitled to recover from you any loss that we have incurred.

8. DOCUMENTATION

- 8.1. You are responsible for obtaining all required travel documentation. You must obtain any required visas and have a passport that is valid for at least six months from the date that you enter all foreign countries. It is also your responsibility to ensure that these documents are in good order and that you have them with you when necessary.
- 8.2. 1889 Travel is not responsible for any costs incurred due to your not having the correct documentation when required.

9. DATA PROTECTION PRIVACY POLICY

- 9.1. Information about you and members of your party, including names, contact details and any special requests, is collected by 1889 Travel during the booking process. You are responsible for ensuring that other members of your party are aware of our Terms and Conditions and this Privacy Policy, and that they consent to your acting on their behalf in your dealings with 1889 Travel.
- 9.2. We may disclose this information to our partners and suppliers for the purpose of creating and operating your program.

10. TRAVEL ARRANGEMENTS

- 10.1. You are responsible for checking in for all flights and other travel arrangements in good time and with the correct documentation. 1889 Travel will not be responsible for any costs incurred by your failure to be there on time or with the required documents.

11. SUPPLIERS

- 11.1. Some of the 1889 Travel's experiences are run by third-party suppliers. These aspects may be dependent on factors outside 1889 Travel's control, such as weather, and if they do not run for any reason, no refund will be given.
- 11.2. Some of the activities offered are inherently risky. 1889 Travel does not accept responsibility and is not liable for any negligent acts or defaults of any supplier or any other person, company or corporation not directly under its control.
- 11.3. Some suppliers may request that you sign a waiver or acknowledgement of risk. If you refuse to sign, you may be excluded from that activity and no refund will be issued.

12. 1889 TRAVEL'S RESPONSIBILITIES & LIMITATIONS OF LIABILITY

- 12.1. 1889 Travel's obligation to you is to take reasonable care to properly perform the holiday contract and this is discharged when we or our suppliers take reasonable care to perform our obligations or comply with any local standards applicable to any services.
- 12.2. Although 1889 Travel takes all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities on the trip in which you participate do have a risk of accident and injury. Therefore, you will not take any unreasonable risks, and if you do, then you are responsible for your own actions and any loss or damage flowing.
- 12.3. 1889 Travel will make all reasonable checks that guides have the appropriate qualifications.
- 12.4. 1889 Travel will be under no liability at all if you suffer loss, death or personal injury where there has been no fault on the part of 1889 Travel or its own employees or the loss and damage has been caused by circumstances over which 1889 Travel could not reasonably foresee or prevent or are caused by a third party unconnected with the provision of your trip or by your fault.
- 12.5. Subject to these terms and conditions 1889 Travel may accept responsibility for death, injury or illness which you must prove was caused solely by the negligent acts and/or omissions of its employees or agents and its suppliers whilst acting within the scope of, or in the course of, their employment in the provision of your contractual travel arrangements.
- 12.6. The amount of any compensation to which you may be entitled will be limited in accordance with and/or in an identical manner to:
 - 12.6.1. the contractual terms of the companies that provide you services including the transportation for your travel arrangements. These terms are incorporated into this contract; and
 - 12.6.2. any relevant international convention, for example, the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. 1889 Travel is to be regarded as having all benefit of any limitation of compensation contained in these or any other conventions.
- 12.7. 1889 Travel does not accept responsibility for unusual and unforeseen circumstances beyond our control where the consequences could not have been avoided even if all due care had been exercised or could not have been foreseen or forestalled.

13. COMPLAINTS

- 13.1. Any complaints or suggestions about your trip should be made to 1889 Travel at 15 rue de la Paix 75002 Paris, France, and every effort will be made to reach an amicable solution.
- 13.2. If an amicable solution cannot be agreed, you may send your complaint or suggestion in writing, within 28 days of the end of your trip, to 1889 Travel. Please note that any complaint about services must be made to us or our supplier immediately any problem arises failing which we cannot be liable for any problem we were not given the opportunity to rectify.

14. LAW & JURISDICTION

- 14.1. These terms and conditions and all disputes arising out of or in relation to the contract entered into between 1889 Travel and you will be interpreted in accordance with the French law.
- 14.2. In entering into a contract with 1889 Travel you accept that any dispute arising from such contract will be subject to the exclusive jurisdiction of the French courts.