

# SPECIAL TERMS AND CONDITIONS OF SALE- DRIVE AND TRAVEL– 1<sup>ST</sup> JUNE 2020

(These terms cancel and replace all previously issued versions)

Pursuant to Article L.211.7 of the Tourism Code, these Special Terms and Conditions of Sale are intended as information for SAS Drive and Travel clients before signing the agreement on:

- the content of the services offered concerning transport services, accommodation and additional activities,
- the price and terms of payment,
- the conditions for the cancellation of the agreement as well as the conditions for crossing borders.

Pursuant to Article L.211.8 of the Tourism Code, SAS Drive and Travel reserves the right to make amendments to the information stated regarding its services, in which case such information will be brought to the knowledge of the interested parties in writing prior to conclusion of the agreement.

These Special Terms and Conditions of Sale cancel and supersede the previous ones. The simple fact of placing an order implies the express acceptance of any of these conditions without reservation of each and every one of the clauses. For this set of special conditions of sale, the "client" is understood to mean either the person (natural or legal) to whom the service is invoiced, or the participating beneficiary when invited by the person invoiced. The current special conditions apply therefore simultaneously to the invoiced person and/or the participating beneficiary who are jointly and severally linked, in both the documented rights in the conditions of sales, as well as the obligations equally documented in the conditions of sale.

Note: The clauses concerning cancellation of the services, or postponements, or damage are particularly referenced by this concept of joint and several responsibility.

## 1. ORDER

To be valid, any order implies acceptance without reservation of the provisions of our General and Special Terms and Conditions of Sale. This order will only be finally taken into account once

the electronic quote has been received, checked and accepted by the client  
an advance of 50 % of the total amount for the service including taxes has been received.

The content of the services - driving program, accommodation, restaurant services and other services included in the package - is stated on the quotation submitted to the client or on the different packages and "à la carte" services specified on the website and or on the quote.

## 2. WITHDRAWAL

The client has no right of withdrawal, since said right does not apply to accommodation, transport, restaurant and ticketing services, provided at a specific date or period, pursuant to Article L.121-20-4 of the Consumer Code.

## 3. PRICES

Prices are set in euros according to the tariff applicable on the date of reservation and shown on the internet site or on the quote, on the basis of currency exchange rates, air tariffs, fees, taxes and land transport services as currently known and subject to fluctuation. The tariffs applicable will be those published on our website on the booking date. They are valid for the number of participants indicated for each package, with accommodation in a single room for "1 person" packages, or in a double or twin room for "2 persons" packages.

The price of a stay does not include: insurance, personal expenses, drinks, national or international transport, local taxes for entering and/or leaving any country where applicable, costs of visas or vaccination, options, tips, tours and excursions not included in the program.

Prices quoted cannot be broken down and any waiver of services included in the stay or option or any interruption in the trip caused by the client (even in the event of hospitalization or early repatriation) shall not give rise to refunds, except where specifically insured.

Price revisions:

In accordance with the law, and up to 30 days before departure, Drive and Travel reserves the right to revise its prices to take into account variations in the cost of transport services, fees, duties and taxes relating to the services offered and exchange rates applied. Any such changes will apply to all persons that have booked or who book subsequently, and will be added to invoices produced at the latest 30 days before departure. Any refusal to pay such price changes will be deemed to be a cancellation.

## 4. PAYMENT AND LATE PAYMENT

When a booking is made, Drive and Travel will receive from the client an amount equal to 50% of the total price of the services. This payment covers the total of the travel and accommodation invoice and the remainder corresponds to the deposit for the driving and additional activities.

The balance must be paid 45 days before the services are provided.

The full invoice will be sent at the latest within 15 days following collection of the first deposit.

For any bookings made less than 45 days before the date of departure, the total price of the trip must be paid at the time of booking. Payments may be made by cheque payable to Drive and Travel (French clients only), by bank transfer (to the Drive and Travel bank account: RIB and IBAN shown on the invoice), or by Visa or MasterCard.

## 5. CANCELLATION OR MODIFICATION OF THE SERVICES BY THE PROVIDER

A modification to the components of the agreement by Drive and Travel or its contractors (particularly change of date) may take place if events outside our control should occur. In this case, Drive and Travel reserves the right to postpone all or part of the program (driving and/or additional activities), and to inform all participants about this at the earliest opportunity. In no case will clients/participants be entitled to claim for any compensation in the following cases:

- lack of participants, the minimum and maximum size for each session being between 6 and 30 people
- unavailability of infrastructures related to maintaining safety conditions for clients
- force majeure such as, to give a non-limiting example, the occurrence of a natural disaster, weather conditions hindering the "normal and safe" provision of the service, armed conflicts, epidemics, strikes, an imperative order by public authorities, transport disruptions and/or supply of raw materials or an operating incident – i.e. the occurrence of an event that Drive and Travel could not foresee and is therefore not responsible for, which is out of its control, and cannot be overcome despite its best efforts to do so.

Regarding the driving program: any postponed services shall if possible be provided during the stay (driving hours may be recovered outside the planned schedule), otherwise by extending the duration of the stay, or by postponing the services to another period before March 30th of the current year, or if this is not feasible by postponing the services to another stay during the following winter. In this last case, the credit corresponding to the driving services, or additional services, or stay, partially or completely unused, will be postponed a year in the form of a credit note.

In any case of delay or deferral, non-refundable or non-modifiable flight tickets will be considered unusable and will incur the invoicing of new tickets to the client.

Regarding vehicles and the driving program itself, in case of any breakdown or unavailability of vehicles for mechanical reasons or repairs, replacement vehicles of an equivalent category will be provided to replace the vehicles unavailable- in this way, the client shall not be entitled to claim for any compensation.

## 6. CANCELLATION BY THE CLIENT

If the client wishes to or is obliged to cancel his trip either partially or completely, notice of said cancellation must be sent in writing by registered letter with acknowledgement of receipt to the postal address indicated on the invoice. The date of receipt of the letter will be the date to be taken into account to calculate cancellation fees. Only the initial client may change or cancel a trip. In case of cancellation by the client, refunds of sums paid will take place as follows:

In all cases, the refund percentages indicated below will apply to "refundable sums". "Refundable sums" are: the amount of the service less an amount of €200 per participant, and less all non-refundable air transport services:

More than 90 days before departure: 100 % of refundable sums

From 90 to 61 days: 70% of refundable sums

From 60 to 41 days: 40% of refundable sums

From 40 to 20 days: 25% of refundable sums

Less than 20 days: 10% of refundable sums

#### 7. MODIFICATIONS REQUESTED BY THE CLIENT

Any requests for modifications to dates prior to departure must be sent without fail by email to [info@drive-travel.org](mailto:info@drive-travel.org). The costs related to such modifications will give rise to: the invoicing of additional processing charges, the passing on of the costs of modifications to or the purchase of new air tickets. In addition, any date changes requested less than 45 days before departure will lead to an additional 30 % of the amount of the driving program being invoiced.

Confirmation of the requested modification and DRIVE AND TRAVEL's eventual agreement where applicable will be sent by email.

Note: Modification of the date is understood to mean change of date in the same year. Request for deferral to the following year will be considered as a cancellation by the client.

Any changes to services requested will not be refunded by Drive and Travel (shortened stay for example or change of vehicle to one in a lower category).

#### 8. ASSIGNMENT OF THE AGREEMENT

The assignor must inform Drive and Travel of any assignment of the agreement by registered letter with request for acknowledgement of receipt at the latest 30 days before the beginning of the services, indicating precisely the name and address of the assignee, and stating that the latter fulfils the same conditions as the assignor regarding the trip.

Costs incurred will be the same as for changes to participants' forename(s) or surname(s).

#### 9. LIABILITY

Pursuant to Article L.211-17 of the Tourism Code, Drive and Travel shall not be held liable for the consequences of events outside its control, namely:

Loss or theft of air tickets

Failure to present or presentation of expired identification or health documents, or those with an insufficient period of validity (national identity card, passport, visa, vaccination certificate, etc.) or those that do not comply with official requirements.

If a passenger cannot check-in due to delays in previous travel not included in the package, the full amount paid will be withheld.

Any delay(s) suffered that are the result of the above, as well as changes in itineraries/programs that might occur shall not give rise to any compensation whatsoever by Drive and Travel, in particular due to changes in the duration of the program initially planned or delays in connecting flights. Any additional costs related to disruptions (taxes, hotel, car parking, purchase of other travel tickets) shall be paid by the client.

Any trip that is interrupted or shortened through the fault of the participant, and any excursions or packages reserved and not used, for any reason whatsoever, shall not give rise to any refund.

Also, Drive and Travel or any of its contractors will not be held liable for any physical consequence as for example backache arising during or after the services provided. Equally, in no case will Drive and Travel or any of its contractors be held liable for the loss, failure or any other damages to any property belonging to the client or his guests.

Finally, Drive and Travel will not have any liability whatsoever for flight delays and the consequences resulting from these: absence from the start of the driving activity or additional activities, costs for replacement flight tickets and/or additional accommodation etc etc. These supplementary costs remain therefore the responsibility of the client: however, Drive and Travel has an obligation to assist in re-planning hotels and replacement flight tickets for the client as far as is possible and when appropriate. Furthermore, Drive and Travel will be diligent and use its best endeavours in reclaiming those parts of the services unused as a result of the delays.

#### 10. HEALTH AND ADMINISTRATIVE REQUIREMENTS

The client must ensure that he complies with the health requirements for the trip and pregnant women should check travel conditions with airlines.

Drive and Travel will not under any circumstances subrogate the personal liability of any participant. Participants must comply with the regulations and local police, customs and health formalities at all times during the trip.

Before booking for the trip, participants must check, according to their personal circumstances and nationality, that they are in possession of a currently valid passport or national identity card that will be used to make the planned trip, as well as any other document(s) (visa, family record booklet, authorization to leave the country, etc.) that is(are) required, and ensure that they fulfil the requirements for crossing or entering the country(ies) involved in the trip.

Clients must obtain information, before registering or making the trip, on administrative and health requirements, in particular from the competent embassies and consulates.

If a client has been prescribed medical treatment, they must ensure that they will be able to continue it during the trip.

Clients who cannot participate in their trip due to a failure to present required documents stated on the registration form given to them may not claim any refund.

#### 11. OBLIGATIONS OF THE CLIENT

Clients must hold a French Category B driving licence or equivalent issued by a country within the European Economic Area (EEA) or an international equivalent.

The client remains responsible for the vehicles and facilities provided whenever he or one of his guests is behind the wheel: the transfer of the controls of a vehicle implies the transfer of risks. Consequently and generally, the client shall use the equipment provided as indicated by the instructor without doing anything likely to damage the said equipment. Every effort must be made to limit potential damage which could be caused by the client or his guests. The client undertakes to adhere to the safety instructions given by LAPONIE ICE DRIVING. In the case of behavior or repeat behavior regarded by LAPONIE ICE DRIVING as dangerous and excessive, the client may be excluded from the service, and without any recourse to compensation of any kind. In addition, the client undertakes to comply with traffic regulations when driving on public roads. Similarly, the client undertakes to respect the Highway Code as far as road traffic is concerned. In the event of security instructions or of the basic rules of the road being ignored on public roads, on the access roads, or on the tracks, LAPONIE ICE DRIVING reserves the right immediately to exclude any client considered dangerous, and without there being any recourse to compensation of any kind.

#### 12. BREAKAGES, DAMAGES, OFF-TRACK EXCURSIONS

All driving services include damage waiver cover. This cover exempts the driver from all payment in the case of off-track excursions whether or not there is light damage to the vehicle. In the case of off-track occurrences, the time involved in vehicle recovery (from the snow), in repairs and return to the track will be deducted from the driving time.

#### LIMITATIONS

During the car driving service, the client will nonetheless be held responsible for all damage occurring to the vehicles or to the installations as soon as he or his guests drive, and in the case where damages result: by obvious failure to respect the advice given by the instructor, by ignoring the general advice given at the meeting on the first day, by failure to observe the elementary rules of care and safety, by failure to observe the highway code, by all irresponsible behaviour, whether dangerous or excessive, by driving under the influence of alcohol etc. The damage waiver cover cannot then apply, and the client then becomes financially responsible for the damage (mechanical or to bodywork), including the totality of repairs, repatriation of the vehicle, capital costs, the total not exceeding €100,000

Note: The damage waiver cover only applies to the car driving part, the client is therefore 100% responsible:

- For all damage (which by the Swedish Highway Code is attributable to the client) to the courtesy or assistance vehicles. Repairs costs will be invoiced to the client,

who thus becomes responsible, and a pre-authorisation charge of €2,000 made to the client when returning the keys of the courtesy vehicle. It is specified that all abusive usage of the vehicle provided (spinning or skidding for example) will equally incur a pre-authorisation charge in order to cover the cost of any necessary tyre or brake changes, and without the client (having given pre-authorisation) being able to countermand this. This implies specifically and clearly that the vehicles so provided may not be used on the driving tracks. By the same token, all behaviour considered dangerous (particularly excess speed, service lanes, or open road) will require immediate return of the vehicle without notice and without compensation. The client will then become responsible for the cost of hotel/tracks/activities transfers and arrangement of these with local taxi firms.

For all damage which the client is held responsible, occurring during the additional activities. Particularly, the client is aware of the risk involved in the snow scooter activity (each being responsible for his machine, and without being able to lay the blame on anyone else regardless of the circumstances of the incident). The client is equally made aware that the spare parts for these machines are particularly expensive, and that the insurance excess is €2,500.

### 13. AIR TRANSPORT SERVICES

#### a - Airlines' General Terms and Conditions

The rules applying to air transport are established by the General Terms and Conditions of air carriers and by international conventions applying to air transport.

The above General Terms and Conditions and international conventions lay down the rules applicable to airlines' liability, particularly in the event of delayed or cancelled flights, baggage transport and the transport of disabled people, pregnant women or those who are obese.

SAS Drive and Travel clients must consult the General Terms and Conditions that apply to them published on airlines' websites prior to their departure.

#### b - Identity of the air carrier

SAS Drive and Travel communicates to its clients the contractual or de facto air carrier's identity prior to conclusion of the agreement or at the latest 8 days before departure. Once the agreement has been concluded, the identity of the air carrier may be changed up to the check-in time or prior to boarding without said change incurring the liability of SAS Drive and Travel insofar as such change is outside the control of SAS HOLDEC.

#### c- Modifications to schedules, delayed and cancelled flights

Flight schedules, itineraries, stops and types of aircraft are communicated as an indication only. They may be amended by air carriers even once they have been confirmed, particularly in the event of bad weather, technical incidents or heavy air traffic. SAS Drive and Travel therefore recommends that its clients do not plan anything crucial at least 24 hours prior to the date of departure and 24 hours after the date of return.

#### d - Failure to check-in

Failure to check in at the airport or at the gate will lead to the cancellation of the return booking by the airline. No compensation will be paid to clients in this regard.

#### e - Return flight

The return flight, for charter flights, must be reconfirmed in situ at least 72 hours before the date of return.

SAS Drive and Travel may not be held liable for the consequences of a breach of this obligation by its clients .

#### f - Transport to/from the airport and connections

If transport to/from the airport is cancelled or delayed (whatever the reason: technical issues, strikes, bad weather, etc.), airlines reserve the option to provide such transport by other means (coach, etc.) without this incurring the liability of SAS Drive and Travel.

International conventions applying to air transport provide that connections are not guaranteed. The company Drive and Travel will not be held responsible for flight delay caused by connection failure, given that acceptance of the flight ordered through the company Drive and Travel is also an acceptance of that risk.

SAS Drive and Travel therefore recommends that its clients allow enough time between several connecting flights.

#### g - Children

Children under 2 years old (considered to be "babies") have no allocated seat in the aircraft and must be accompanied by an adult. Minors over two years old occupy a seat and are accepted by airlines subject to certain (paying) conditions, whether they are accompanied by an adult or not.

#### h - Pregnant women

Airlines may refuse access on board when they consider that there is a risk of premature birth which might occur during the flight.

#### i - Baggage

Airlines' General Terms and Conditions and international conventions state the following, in particular:

the weight of baggage authorized in the hold per passenger is not subject to additional cost. Said weight is generally 20 kg per person for scheduled flights but baggage may not be included on charter or low-cost flights. If these weights are exceeded, where authorized, the airline charges a supplement at the airport which must be paid by the client.

the list of items that must not be packed, such as, for example: items likely to be a danger to the aircraft, items that are prohibited in the countries of departure and arrival, all types of weapon or sharp objects, perishable goods, items or materials of value, dangerous products (gas, aerosols, corrosive chemicals, etc.), explosives, live animals except pets under certain conditions, cameras, electronic and/or telecommunication devices.

liquids which must without exception be placed in hold baggage if over 100 ml. Clients can consult the website of the Civil Aviation Authority to obtain more detailed information on the restrictions relating to liquids.

only one piece of cabin baggage is allowed, with a weight generally not exceeding 5 kg and a maximum circumference of 115 cm. The above features may vary, particularly according to the type of aircraft.

SAS Drive and Travel cannot be held responsible if an airline refuses to accept hold baggage or cabin baggage.

If baggage is lost or damaged during air transport, this must be recorded by the airline before leaving the airport, and the airline must be provided with all of the supporting documents that it requests, within 21 days. If said period is not observed, the airline will refuse to pay any compensation, pursuant to the provisions of the Montreal Convention.

#### j - Loss or theft of tickets

If a ticket is lost or stolen, the costs of issuing a new air ticket are to be paid by the client.

### 14. DATA PROTECTION AND CIVIL LIBERTIES

The information requested is necessary to process client registration. In accordance with the Data Protection and Civil Liberties Act of 6 January 1978, clients have a right to access and modify data that relate to them, equally in accordance with the European regulations concerning confidentiality which came into force in May 2018 . Except where clients state otherwise, we reserve the option to use such information to send them various documentation. Refer to the specific relevant GDPR conditions

### 16. PHOTOS, VIDEOS AND ILLUSTRATIONS

The photographs, maps and illustrations contained in brochures and/or on the website are as examples only and are not of a contractual nature.

### 17. CLAIMS AND DISPUTES

These General Terms and Conditions shall be subject to French law.

Any claims relating to services provided by Drive and Travel must be sent, within 30 days of return, by any method and together with all supporting documents, to Drive and Travel – 20 rue Gustave Madiot, 91070 Bondoufle, FRANCE.

Regarding any dispute which might arise between the parties concerning the interpretation or performance hereof, the parties undertake, prior to any legal action, to seek an amicable agreement. If no reconciliation can be achieved, the competent Court will have jurisdiction pursuant to Article L.141-5 of the Consumer Code.

IM091130002 - Garantie financière : APST - 15 AVENUE CARNOT, 75017 PARIS CEDEX

RCP : ALLIANZ EUROCOURTAGE - IMMEUBLE ÉLYSÉES LA DÉFENSE, 7 PLACE DU DÔME, 92099 LA DÉFENSE CEDEX - TVA Intracommunautaire : FR 77 753 476 654  
VA Intracommunautaire : FR 77 753 476 654