

These general terms and conditions apply to the contractual relationship between BRUDEY MOBILITY, a single-member simplified joint stock company (SASU) with a capital of €7,500, whose registered office is located at Rue de Fonds Chaux Fond Cacao 97130 Capesterre Belle Eau, registered in the BASSE-TERRE trade register under number 888 660 776, hereinafter referred to as Karukera Experiences or BRUDEY MOBILITY or "THE COMPANY", and the passenger who purchases a transport service, hereinafter referred to as "THE CUSTOMER" or "THE PASSENGER".

KARUKERA EXPERIENCES is a registered trademark operated by BRUDEY MOBILITY.

Please read this contract carefully before making a reservation; any reservation implies prior acceptance. Karukera Experiences reserves the right to modify the terms of the contract as well as the information disclosed on its websites [www.karukera-experiences.com](http://www.karukera-experiences.com), [en.karukera-experiences.com](http://en.karukera-experiences.com) and [de.karukera-experiences.com](http://de.karukera-experiences.com), and in its vehicles at any time.

The terms of the contract applicable on the day of the transfer or transport service are those in force at the time of confirmation of the booking.

## 1 - PURPOSE OF THE SERVICE

THE COMPANY offers a paid public passenger transport service in vehicles with 5 to 9 seats (including the driver) in Guadeloupe. These general terms and conditions of sale apply automatically to the following services:

### 1.1. Transfer Services.

The provision of a 5- to 9-seater transport vehicle (including driver) with driver, in particular for journeys to ferry terminals, hotels/gîtes and airports, at a VAT rate of 2.10%:

- A transfer is a transport from point A to point B.
- Any transfer made between 18:00 and 07:00, on Sundays and public holidays, will be subject to a 15% surcharge.
- The advertised fare is based on a pre-scheduled journey and cannot be changed except in the following situations, which will result in additional charges:
  - i. Any pick-up or drop-off of passengers and/or additional stops at the customer's request will be charged at €20 excluding VAT + 8.5% VAT. In the event of a stop before the destination address, a maximum of 20 minutes may not be exceeded, failing which additional delay charges will apply.
  - ii. In the event of delays or no-shows as defined in articles 2.3.2.1.2 and 3.2.1.
- ARRIVALS AT POINTE-A-PITRE AIRPORT:
  - The meet and greet service is provided at the airport arrivals terminal at the scheduled arrival time of flights or the appointment time chosen by the customer.
  - THE COMPANY will use a welcome sign bearing the name of the CLIENT or KARUKERA EXPERIENCES.
  - Departure is immediate and a maximum wait of 20 minutes will be tolerated.
  - THE CUSTOMER will then be taken to the destination address predefined in advance.
- DEPARTURE - FERRY TERMINALS & CRUISE TERMINAL :
  - The welcome service is provided at the arrivals terminal and/or at the exit of the station at the scheduled arrival time of the boat or shuttle, or the appointment time chosen by the customer.
  - THE COMPANY will use a welcome sign bearing the name of the CLIENT or KARUKERA EXPERIENCES.
  - Departure is immediate and a maximum wait of 20 minutes will be tolerated.
  - THE CUSTOMER will then be taken to the predefined destination address.
- DEPARTURE - PLACE OF RESIDENCE AND OTHER ADDRESSES :
  - The time and place of pick-up from the hotel or place of residence must be confirmed at the time of booking.
  - The customer will be dropped off at the airport or ferry terminal, wherever possible, at the appropriate terminal depending on the airline or ferry company.
- Full payment will be due for all no-shows.
- If a customer is more than 20 minutes late, THE CUSTOMER will be liable for a waiting charge as defined in article 3.2.1. These additional charges must be paid before the vehicle leaves.

### 1.2. Customised private chauffeur service/tour.

The provision of a transport vehicle with driver/guide "Customised private chauffeur service", the applicable VAT rate will be 8.5%:

- This is a service during which the vehicle and driver are available to THE CUSTOMER. The minimum charge is four hours. Any additional hour will be invoiced (€60 per additional hour). Any hour started is due in full.
- THE COMPANY will define a personalised itinerary and submit it to the CUSTOMER for validation.
- Services provided (entrance tickets, food and drink, etc.) by other service providers are not included unless otherwise stated.
- The times will be the pick-up time and the drop-off time.
- Discounts cannot be combined with any other form of discount.

### 1.3. "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS" chauffeur service

The provision of a transport vehicle with a driver-guide for "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS", the applicable VAT rate will be 8.5%:

- This is a half-day (4 hours), full-day (7 or 8 hours) or personalised service (not exceeding 10 hours in one day) during which the vehicle and driver-guide are made available to THE CUSTOMER to cover a themed itinerary (cultural, panoramic, gourmet, etc.) proposed by THE COMPANY.

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- They are offered in air-conditioned 8-seater minibuses with commentary provided by experienced driver-guides. They are selected on the basis of their knowledge of tourism, in order to provide our customers with detailed information about Guadeloupe.
- They may be for a single customer or for several customers, subject to availability.
- The language required must be stipulated when booking the service. "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS" can only be guaranteed in French and English. Other languages are available on request.
- Our driver-guides are not obliged to accompany customers on visits to sites or inside tourist monuments, except in the case of a pre-defined request/service. The times of the visits to the sites will be given by the driver-guide on arrival at the sites and in accordance with the itinerary in progress.
- The maximum waiting time for the driver-guide at the meeting point is 10 minutes after the official departure time.
- Departure and return times may vary according to traffic conditions or other unforeseen circumstances.
- Unless otherwise stated, each "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS" requires a minimum of five(5) adults or children (aged 5 and over).
- Unless otherwise indicated, meals and entrance fees for tourist sites are not included in the price of the service.
- Discounts cannot be combined with any other form of discount.

In this respect, and in order to provide proof of compliance with the regulations in force, THE COMPANY declares that it holds all the authorisations, licences and authorisations required for the public transport of passengers for hire or reward, including in particular :

- The certificate of Professional Competence in National and International Road Passenger Transport issued by the Ministry of Transport on 02 December 2019 # EV 1119 03277.
- And the licence for domestic passenger transport by road for hire or reward issued by the Direction Régionale De L'équipement De Guadeloupe (DEAL) on 2020 01 0000136.

THE COMPANY also benefits from the compulsory legal guarantees relating to contracts of carriage of passengers and declares that it has taken out the following insurance policies:

- Car insurance: MAAF Assurances SA.
- Professional liability: Hiscox.

## **2- RESERVATION TERMS AND CONDITIONS**

### **2.1. Booking procedure**

Reservations are subject to availability. Before making a reservation, THE CUSTOMER must read the General Terms and Conditions of Sale carefully.

THE CUSTOMER expressly accepts that booking the Service constitutes acceptance of THE COMPANY's rates and General Conditions. Before confirming his Reservation, THE CUSTOMER will have the opportunity to check that there are no errors in the data entered. THE CUSTOMER will then have the possibility, if necessary, to modify these data and to validate his Reservation.

The CUSTOMER shall provide a telephone number with the relevant country code (+33, +44,...) so that THE COMPANY can contact the CUSTOMER if necessary. The COMPANY accepts no liability for incomplete telephone numbers.

If THE COMPANY can perform the Service under the conditions requested by THE CUSTOMER, THE COMPANY will confirm the Reservation. If the Service cannot be provided under the conditions specified in the Booking, THE COMPANY will inform THE CUSTOMER. THE COMPANY shall not be liable if a Reservation cannot be accepted for any reason whatsoever.

THE COMPANY does not guarantee that the service will be available at the time and on the date chosen by THE CUSTOMER. In this case, the booking request by THE CUSTOMER will be rejected without THE COMPANY being held liable.

If the CUSTOMER is a professional, it shall provide THE COMPANY with its invoicing details for invoicing purposes.

THE CUSTOMER guarantees the truthfulness and accuracy of the information he provides to THE COMPANY and acknowledges that THE COMPANY cannot be held liable in the event that THE CUSTOMER enters his invoicing details incorrectly.

Bookings made less than 48 hours before the scheduled time of a transport service can only be made by telephone.

The booking is confirmed once 100% of the amount due has been paid, unless otherwise expressly agreed.

Passengers on cruise ships wishing to book one of our services must clearly indicate the name of the ship and the local port of call. THE COMPANY accepts no responsibility if an incorrect port of call is indicated at the time of booking. All bookings must specify the local port of call: "Pointe-à-Pitre Cruise Terminal", "Port de Basse-Terre" or "Port de Deshaies". No cancellation or assistance insurance is included in the prices quoted for shore excursions, experiences, and private, shared or personalised tours. All customers must check that they are in possession of the documents required for their trip: a passport (with visa if necessary) or a valid identity card. No refunds will be given for missing or lost identity documents. All passengers are insured during excursions on board minivans. THE COMPANY's liability is limited to the terms of our insurance contract.

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THE CUSTOMER has 2 options for reserving THE COMPANY's services:

1. **Via one of THE COMPANY's websites**  
([www.karukera-experiences.com/en.karukera-experiences.com/de.karukera-experiences.com](http://www.karukera-experiences.com/en.karukera-experiences.com/de.karukera-experiences.com))
  - I consult the information on the page of the service I want.
  - I fill in the necessary information using the calendar and the booking form.
  - I check that the information given is correct and confirm my booking.
  - I pay online by credit card to finalise the booking.
  - I will receive confirmation of my booking by email.
  - On the day, your driver or driver-guide will be waiting for you at the agreed pick-up point and time.
2. **By email : [info@karukera-experiences.com](mailto:info@karukera-experiences.com)**
  - I send my request for a service (transfer, tour, etc.) by e-mail to the e-mail address indicated.
  - The Karukera Experiences service sent me the price, the proposed service and availability by email.
  - I confirm my request and make the payment via a secure payment link.
  - THE COMPANY registers my booking and sends me confirmation by email or, failing that, by SMS.
  - On the day, your driver or driver-guide will be waiting for you at the agreed pick-up point and time.

## 2.2 Modification

### a. Modification requested by THE CUSTOMER

Changes to the Order may be made by email at least 72 hours before the scheduled date of the booked service. Changes will be made subject to availability for the same order, itinerary and number of passengers. Any modification to the contract may lead to a readjustment of the agreed price.

If the proposals put forward by THE COMPANY are rejected by THE CUSTOMER, THE CUSTOMER shall be free to renounce his initial order and to cancel it under the following cancellation conditions (2.3. Cancellation conditions).

### b. Modification requested by THE COMPANY

THE COMPANY reserves the right to modify or cancel services without prior notice and when necessary for the comfort and safety of passengers (such as adverse weather conditions), or in the event of strikes or demonstrations - particularly in Guadeloupe during the Christmas and Carnival periods - and any other event that may involve a risk when driving.

We will do our best to keep you informed in good time. If we have to cancel a service, you will receive a full refund, equal to the total amount paid to THE COMPANY at the time of booking.

## 2.3 Cancellation conditions

Reimbursements will be processed within thirty (30) days from the date of receipt of your cancellation request by the original method of payment or by bank transfer.

### 2.3.1. At the Customer's initiative

#### 2.3.1.1 Cancellation for a TRANSFER SERVICE

- For any cancellation made at least 24 hours before the scheduled time of service/transport, a full refund will be granted, provided that the cancellation notification is made in writing (e-mail or form) or via the cancellation link received in the confirmation e-mail via the online booking platform (Regiondo) on our websites.
- In the event of cancellation by the Customer due to bad weather, this decision is the sole responsibility of the Customer and no refund can be claimed.
- In the event of the Customer's absence (No Show) or delay without express notification of cancellation, the price of the service/transport remains due.

#### 2.3.1.2 Cancellation for "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES".

You may cancel up to 24 hours prior to the scheduled departure time or local service start time to receive a full refund, provided that the cancellation notification is made in writing (e-mail or form) or via the cancellation link received in the confirmation e-mail via the online booking platform (Regiondo) on our websites:

- To receive a full refund, you must cancel at least 24 hours before the scheduled departure time or the start time of the local service.
- If you cancel less than 24 hours before the scheduled departure time or the start time of the local service, the amount you paid will not be refunded.
- No changes made less than 72 hours before the scheduled departure time or local service start time will be accepted.
- Cutoff times are based on the local time of the experience.
- This service requires good weather conditions. If it is cancelled due to bad weather, you will be offered another date or a full refund.
- This experience requires a minimum number of participants. If it is cancelled because the minimum number is not reached, you will be offered another date/experience or a full refund.
- No refund will be given if the cruise ship is unable to dock at the port of call.

No cancellation or assistance insurance is included in the prices quoted for any of the packages. Each customer must ensure that they have the appropriate documents for their trip: a valid passport (with visa if necessary) or identity card. No refund will be given in the event of missing or lost identity documents. All passengers are insured during excursions on board the minibuses. The COMPANY's liability is limited to the terms of our insurance contract.

**2.3.1.3 Cancellation for "CUSTOMISED PRIVATE CHAUFFEUR SERVICE/TOUR".**

Any cancellation by the customer must be notified to us by email. Whatever the reason, the following amounts will be due as fixed penalties:

- If you cancel at least 7 full days before the scheduled departure or the local start time of the service, no cancellation charge will be applied.
- If you cancel between 7 and 72 hours before the scheduled departure or local start time, a cancellation fee of 50% of the total price will be applied.
- If you cancel less than 72 hours before the scheduled departure or the local start time of the service, a cancellation charge of 100% of the total price will be applied.
- No refund will be given if the cruise ship is unable to dock at the port of call.

No cancellation or assistance insurance is included in the prices quoted for any of the packages. Each customer must ensure that they have the appropriate documents for their trip: a valid passport (with visa if necessary) or identity card. No refund will be given in the event of missing or lost identity documents. All passengers are insured during excursions on board the minibuses. The COMPANY's liability is limited to the terms of our insurance contract.

**2.3.1.4 Cancellation for "TOURS AND SHORE EXCURSIONS FOR GROUPS OF MORE THAN 8 PASSENGERS"**

A group is composed of more than 8 people and the rate is calculated according to a precise number of participants. The below cancellation policies apply to all the groups.

In case of partial cancellation of the group, the price of the tour will be recalculated with the definite number of participants. The below cancellation policies also apply for the person(s) cancelling its/their participation.

- 60+ days > 10% of the overall price
- 59 to 45 days prior to arrival > 30% of the overall price
- From 45 to 30 days prior to arrival > 50% of the overall price
- From 29 to 15 days prior to arrival > 75% of the overall price
- From 14 days or less prior to arrival > no refund

No refund will be made in case the boat is unable to dock in the port of Call.

No insurance for cancellation or assistance is included in the prices mentioned for all packages. Each customer has to check that he or she has the appropriate documents for their journey: a passport (with visa if necessary) or a valid ID card. No refund will be granted in case of lack or loss of ID documents. Eating, drinking and smoking on board the minivans are strictly forbidden (law of September 17th, 1977). All passengers are insured during the excursions while in the vans. The responsibility of THE COMPANY is limited to our insurance contract clauses.

**2.3.2. At the initiative of THE COMPANY**

THE COMPANY reserves the right to cancel services without prior notice and when necessary for the comfort and safety of passengers (such as adverse weather conditions), or in the event of strikes or demonstrations - particularly in Guadeloupe during the Christmas and Carnival periods - and any other event that may involve a risk when driving.

We will do our best to keep you informed in good time. If we have to cancel a service, you will receive a full refund, equal to the total amount paid to THE COMPANY at the time of booking.

**2.3.2.1 Cancellation for a TRANSFER**

THE COMPANY shall not be held liable in the event of a change of time by an air or sea carrier. However, it will do its utmost to adjust its organisation to the new schedule. However, after a waiting time of twenty minutes (20) in relation to the initially scheduled time, if THE COMPANY is unable to wait any longer, THE CUSTOMER will be informed of the cancellation of the transfer and will have to find another means at his own expense. The transfer scheduled by THE COMPANY shall be due and non-refundable.

**2.3.2.1.2 Cancellation for a TRANSFER SERVICE - "No Load" or "No Show" by the CUSTOMER**

The CUSTOMER has been informed by the COMPANY by SMS of the driver's arrival and reminded of the maximum waiting time for the driver according to the time previously selected by the CUSTOMER. If the passenger is absent from the meeting point at the end of this period and has not replied, the driver is deemed to be authorised to leave. In this case, the driver will note the "non-load" and stop the journey.

**2.3.2.2 Cancellation for a "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES"** depart on time. Customers must arrive at the meeting point at least 10 minutes before the start of the tour. The driver/guide will not wait, unless THE COMPANY has been informed in advance of the customer's delay, with a maximum waiting time of 10 minutes. After this time, the "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES" will leave and THE COMPANY cannot be held responsible for customers who are absent. The reservation will be considered as a no-show and no refund will be accepted.

Passengers on cruise ships wishing to book one of our services/tours must clearly indicate the name of the ship and the local port of call. THE COMPANY accepts no responsibility if an incorrect port of call is indicated at the time of booking. All bookings must specify the local port of call: "Pointe-à-Pitre Cruise Terminal", "Port de Basse-Terre" or "Port de Deshaies". No cancellation or assistance insurance is included in the prices quoted. No refund will be made if the boat is unable to dock at the port of call.

THE COMPANY may cancel any service at any time prior to departure for any reason whatsoever, including, without limitation, if the number of participants registered for a given service is insufficient to organise it.

Please note that extras (tastings, lunches and any services added to the initial itinerary) "CUSTOMISED SERVICES/TOURS" are non-refundable and subject to special conditions, please refer to our reservations team for more details.

You should be in good physical health if you reserve one of these tours/excursions. A large amount of walking and or climbing is required, often over unpaved and uneven terrain. Participants must be able to get on and off the transport. Our guides/drivers reserve the right to refuse participation to any customer who they believe may not be able to complete the tour due to their physical condition, injury, or illness. In such cases, full cancellation charges apply.

#### **2.3.2.3 Cancellation due to Force Majeure**

THE COMPANY may not be held liable for the total or partial non-performance of the contract if the performance or improper performance of the contract is attributable either to the CUSTOMER, or to the unforeseeable and insurmountable act of a third party unrelated to the provision of the service, or to a case of force majeure and more generally in the following cases preventing the performance of the contract under normal and expected conditions and recognised as cases of force majeure: breakdown or malfunction of IT and/or telecommunications networks preventing the availability of online services, strike, demonstration, bad weather, traffic accident disrupting traffic, traffic jam of unusual scale, unavailability of taxis, epidemic or pandemic, war, threat of war, civil war, terrorist activity and its consequences or the threat of such activity, riot, action by a government or other national or local authority, including port, air or waterway authorities, industrial action, closure of a port or ferry terminal, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea or river conditions and all similar events beyond our control or that of the supplier(s) and partner(s) concerned.

### **3- CONDITIONS OF CARE**

#### **3.1. Departure and arrival procedure**

##### **3.1.2. From a ferry terminal, accommodation, pier or airport**

The CUSTOMER must get into the vehicle or contact the driver on the number indicated by THE COMPANY as soon as the driver arrives at the address indicated, or at the agreed reservation time, if the driver is already at the meeting point.

The CLIENT is informed that the driver has arrived at the address indicated by SMS sent to the mobile phone number communicated when the order was placed. Failing this, if the CLIENT did not wish to communicate the passenger's mobile phone number when the order was placed, the driver is deemed to have arrived at the address indicated at the end of the time period communicated to the CLIENT when the order was placed.

The CLIENT undertakes to present him/herself and any accompanying person to the driver in an outfit and with luggage that do not affect the cleanliness of the taxi vehicle.

As soon as they are picked up, the CLIENT is responsible for any damage/repairs they may cause to the vehicle during the journey. Any behaviour likely to soil or damage the interior of the taxi vehicle will be subject to a "vehicle damage charge of €90 inc. tax". It is hereby specified that the driver may refuse to accept any person who is obviously drunk or whose behaviour could interfere with the smooth running of the journey.

It is strictly forbidden to eat, drink or smoke on board minibuses (law of 17 September 1977).

##### **3.1.3. From the cruise terminal in Pointe-à-Pitre, Basse-Terre and the port of Deshaies**

All services start on time. Customers must arrive at the agreed meeting point at least 10 minutes before the start of the tour. The driver/guide will not wait, unless THE COMPANY has been informed in advance of the customer's delay, with a maximum waiting time of 10 minutes. After this waiting time, the tours and transfers will leave and THE COMPANY cannot be held responsible for customers who miss their tour or transfer. The booking will be considered as a "No Show" absence and no refund will be accepted.

Unless otherwise indicated, the departure and return points will be the same. It is strictly forbidden to eat, drink or smoke on board minibuses (law of 17 September 1977).

If necessary, the driver-guide will contact the CLIENT on the mobile phone number communicated when the order was placed. Failing this, if the CLIENT does not wish to communicate the passenger's mobile phone number when the order is placed, the driver-guide is deemed to have arrived at the address indicated at the end of the time period communicated to the CLIENT when the order was placed.

You should be in good physical health if you reserve one of these tours/excursions. A large amount of walking and or climbing is required, often over unpaved and uneven terrain. Participants must be able to get on and off the transport. Our guides/drivers reserve the right to refuse participation to any customer who they believe may not be able to complete the tour due to their physical condition, injury, or illness. In such cases, full cancellation charges apply.

#### **3.2. Delay**

THE COMPANY cannot be held responsible in the event of a change of time by an air or sea carrier or by the customer. However, it will do its utmost to adjust its organisation to the new schedules.

##### **3.2.1. For a Transfer service**

Flight delays of up to 20 minutes are included. For flight delays of more than 20 minutes, you must contact the driver to request that the vehicle wait for you.

The same applies to delays of up to 20 minutes in relation to the agreed reservation time. For delays of more than 20 minutes, you must also contact the driver to request that the vehicle wait for you.



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Any delay by the passenger(s) of more than 20 minutes in relation to the pick-up time indicated in the confirmation email or SMS will result in an increase in the price of the service, if THE CUSTOMER informs the driver by telephone on +59 0690 70 35 55, in accordance with the following terms and conditions:

- Up to 15 minutes late: €10
- 15 to 30 minutes late: €25
- For each additional half-hour late: €25

These surcharges must be paid at the latest when the passenger(s) board the vehicle.

Once 60 minutes have elapsed since the agreed reservation time, the driver will be free to set off again and THE COMPANY cannot be held responsible for customers who are absent. The booking will be considered as a no-show and no refund will be accepted.

### **3.2.2. For a "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES".**

All "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES" depart on time. Customers must arrive at the meeting point at least 10 minutes before the start of the tour. The driver/guide will not wait, unless THE COMPANY has been informed in advance of the customer's delay, with a maximum waiting time of 10 minutes. After this time, the "SHORE EXCURSIONS, EXPERIENCES, PRIVATE OR SHARED TOURS, CUSTOMISED SERVICES" will leave and THE COMPANY cannot be held responsible for customers who are absent. The reservation will be considered as a no-show and no refund will be accepted.

### **3.3 Itinerary**

The itinerary may be modified according to weather and traffic conditions, in the event of strikes or demonstrations - particularly in Guadeloupe during the Christmas and Carnival periods - and any other event that may involve a risk when driving. The Chauffeur or Chauffeur-guide will choose the itinerary that he/she considers to be the most appropriate.

THE COMPANY and the Driver reserve the right to refuse additional stops during the service.

### **3.4. Vehicle availability**

In certain circumstances, THE COMPANY reserves the right to provide Customers with a replacement vehicle which may not bear the company's logo and which is not the same model as that indicated on the Site.

THE CUSTOMER accepts that THE COMPANY may subcontract the service to another passenger transport company. The subcontracted carrier will be responsible for all the obligations arising from the contract.

### **3.5. Passenger baggage**

#### **3.5.1 Luggage**

The baggage allowance is limited to the size and weight of one suitcase weighing a maximum of 23 kg per passenger, with a combined size of 158 cm (length + width + depth) or one piece of cabin baggage weighing a maximum of 12 kg and measuring a maximum of 55x35x25 cm.

Any additional luggage must be indicated when you make your reservation and is subject to a supplement (€5 per item).

All special luggage such as bicycles, golf bags, canteens, trunks, kitesurfing, bicycle cases, etc... must be indicated in advance at the time of booking, with a supplement in force (€15 per item of luggage).

In order to guarantee passenger safety, luggage must be deposited in the areas reserved for this purpose. It may not be carried on board the Vehicle between or on the seats.

For safety reasons, the following products may not be placed in baggage: compressed gas, in particular defensive cans, aerosols, butane gas, explosives, flammables, corrosives, oxidants, irritants or toxic substances.

Luggage on board is treated with the utmost care, but remains the sole responsibility of the CLIENT, who must ensure that his or her suitcase is loaded before each departure. THE COMPANY is not responsible for packages or hand luggage left in the vehicle, whether or not they are under the supervision of the driver/guide or locked or unlocked.

We accept no responsibility for the loss, damage or theft of luggage, money, jewellery, glasses, souvenirs, mobile phones, cameras, etc. left in the vehicles by THE CLIENT.

The driver-guide may refuse luggage of excessive weight or size, as well as luggage that he deems detrimental to the safety of the journey.

Any object found in a vehicle will be deposited at the registered office of THE COMPANY, and THE CUSTOMER will be able to recover it within a period of 3 months from the date of execution of the Service.

#### **3.5.2 Passengers, children and child seats**

The maximum number of passengers in the vehicle (including the Driver) must not exceed the maximum number of passengers stated in the vehicle's technical specifications. The Driver and/or THE COMPANY reserves the right to refuse a passenger exceeding these limits.

Access to the passenger transport service is open to adults. Minors over the age of 16 are also authorised to subscribe to THE COMPANY's services.

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Any use of THE COMPANY's booking service is made by the minor under the full responsibility of the holder of parental authority. Furthermore, THE COMPANY and the driver may not be held liable under any circumstances if the minor passenger must be accompanied by the holder of parental authority and the latter is absent.

All children occupying a seat will be asked to pay the full fare. Baby seats are not supplied by THE COMPANY.

A child seat or booster seat is available on request only and is subject to availability at the time of booking. The provision of a second child seat or booster seat will be subject to an additional charge of six (6) euros.

The request for a child seat must be explicitly made at the time of booking. If, on the day of the transfer, it transpires that such equipment was required without having been provided for by THE CUSTOMER, THE COMPANY may cancel the service under the conditions laid down for cancellations attributable to the Customer occurring less than 24 hours before the scheduled time of the service. THE COMPANY disclaims all liability in the event of omission or cheating with regard to the age of the children declared by the parents of the customers, who remain the responsibility of the payer of the tickets.

Customers who bring their own child seats must assume full responsibility for fitting the seat and ensuring the safety of the child sitting in it.

Children under the age of 4 are not accepted on "SHORE EXCURSIONS AND TOURS, CUSTOMISED SERVICES". Minors under the age of 18 are not accepted on any of our Rum/Rhum drink tours.

### 3.6 Health requirements

By completing an online booking form or a printed/faxed booking form and sending a request by email, THE CUSTOMER certifies that he/she has no physical condition or disability likely to create a danger to himself/herself or to other participants, that he/she is physically capable of taking part in the service and that he/she has read all the information concerning it and the requirements relating to walking and standing.

You should be in good physical health if you reserve one of these tours/excursions. A large amount of walking and or climbing is required, often over unpaved and uneven terrain. Participants must be able to get on and off the transport. Our guides/drivers reserve the right to refuse participation to any customer who they believe may not be able to complete the tour due to their physical condition, injury, or illness. In such cases, full cancellation charges apply.

### 3.7 Animals

Regulations governing the transport of animals on shuttles must comply with the following standards:

- Previously indicated at the time of booking, installed in a transport cage provided for this purpose. In all cases, the animal may not leave its cage as long as it is inside the vehicle.
- There is a €15 supplement for animals travelling in cages.
- It is essential to indicate any special features on the booking form to ensure that the transfer complies with road regulations and passenger comfort.
- Small, non-hazardous pets (weighing less than 5 kg) are tolerated provided they are carried in a closed basket or cage kept on the lap.
- Dangerous animals, including 1st or 2nd category dogs, are not allowed on board.
- Guide dogs for blind passengers are allowed on board, as are dogs in training, upon presentation of proof.
- In any event, animals must not inconvenience other customers and/or soil the vehicle in any way. The animal is the responsibility of the CLIENT.

## 4- INSURANCE

THE COMPANY is covered by a Professional Civil Liability insurance policy, as well as by an insurance policy covering damage caused by the driving of the vehicle for any damage that may be caused to a third party and/or to his/her passenger. This insurance does not apply in the event of theft, loss or damage to objects owned by THE CUSTOMER (luggage, personal effects), including if they have been "entrusted" to the driver.

Trip cancellation/interruption insurance is strongly recommended, but is not compulsory for participation in a tour or transfer. Trip cancellation/interruption insurance protects customers in the event of cancellation for certain necessary reasons, such as illness, unemployment or death, and provides for reimbursement of air tickets and travel expenses.

Additional insurance for luggage, health and accidents is also strongly recommended and is available from most major travel insurance companies. The organiser is not responsible for any additional expenses that may result from the fact that the traveller has not taken out travel insurance.

No insurance for cancellation or assistance is included in the prices mentioned. Each customer has to check that he or she has the appropriate documents for their journey: a passport (with visa if necessary) or a valid ID card. No refund will be granted in case of lack or loss of ID documents.

## 5- LIABILITY

### 5.1 Corporate responsibility

The Vehicles made available to Customers comply with the technical standards imposed by current French regulations. The drivers are professionals holding a valid driving licence and a certificate of medical fitness issued by the Prefecture. They are required to comply with the Highway Code.

THE COMPANY undertakes to carry out the Service as quickly as possible and under optimum security conditions.

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THE COMPANY shall not be liable for any errors made by THE CUSTOMER when entering the information required in the online forms, or in the event of fraudulent use by a third party of the Customer's identity or means of payment identified on an order or reservation request.

THE COMPANY may also not be held liable for damages of any kind that may result from the temporary unavailability of the Site or from the interruption of the connection between the Customer's terminal equipment and the Karukera Experiences Site when placing an order or requesting a reservation.

THE COMPANY may not be held liable for the total or partial non-performance of the contract if the performance or poor performance of the contract is attributable either to the CUSTOMER, or to the unforeseeable and insurmountable act of a third party unrelated to the provision of the service, or to a case of force majeure and more generally in the following cases preventing the performance of the contract under normal and expected conditions and recognised as cases of force majeure: breakdown or malfunction of IT and/or telecommunications networks preventing the availability of online services, strike, demonstration, bad weather, traffic accident disrupting traffic, unusually heavy traffic jam, unavailability of taxis, epidemic or pandemic.

It is expressly agreed that delays attributable to the Customer and to transport delays due to unforeseen traffic difficulties (traffic jams, accidents, detours, weather conditions, various events, etc.) do not give rise to any compensation whatsoever. In the event of delay at an airport, railway station or any other meeting point, any hotel, restaurant, train, taxi or other costs incurred as a result of this delay will not be covered by THE COMPANY. If THE CUSTOMER decides of his own accord to use means of transport other than those proposed in his quotation, for whatever reason, he shall not be entitled to claim any compensation.

The COMPANY cannot therefore be held responsible for longer journey times. In the case of long journeys and/or journeys to ferry terminals and airports, it is the responsibility of the Customer to take sufficient precautionary measures in order to compensate for any traffic or other hazards. THE COMPANY recommends the Customer to take an additional margin of precaution of 180 minutes to ferry terminals and 180 minutes to airports under normal traffic conditions, and cannot be held liable for the consequences of traffic conditions.

## 5.2 Customer responsibility

THE CLIENT is entirely responsible for all his actions and agrees to hold THE COMPANY and its drivers and driver-guides harmless in the event of accident, damage or injury.

The CLIENT's responsibilities include, but are not limited to, adhering to all local laws, respecting local customs, culture, driver-guides and professionals, assessing abilities, respecting the privacy of other participants and following the suggestions and advice of THE COMPANY and the driver-guide during the tour. THE COMPANY reserves the right to refuse, accept or retain at any time a CLIENT as a participant in a tour, if it considers that the guest's behaviour is disruptive to the group or the tour, inappropriate and offensive to the group or interferes with the provision of tour services.

THE COMPANY reserves the right to withdraw a participant from a service if, in THE COMPANY's opinion, the participant is unable to meet the physical requirements of the trip as defined in the itinerary, if he/she disrupts the programme of the service or if he/she negatively affects the general dynamics of the group. If a participant is withdrawn from a tour, THE COMPANY will not refund any sum of money. Return transport costs, flight penalties and any other expenses are the responsibility of the guest. If a guest voluntarily decides to leave a tour, THE COMPANY will require a written and signed declaration of the participant's intention to leave the tour. In this case, THE COMPANY will not refund any money to the participant. Return transport costs, flight penalties and any other expenses shall be borne by the CLIENT. During a service, the customer participates in as many or as few activities as he/she wishes and at his/her own discretion. Services, activities, tastings, excursions, workshops or parts of a tour not used, for whatever reason, will not be refunded.

## 6- PRICES / RATES

Payment is due in euros (€). Prices are quoted in euros (€), net of taxes, and are subject to change at any time without notice. Entrance fees to tourist attractions, addresses requested by the customer, meals and tastings are included only when expressly mentioned in the offer. Any apparent pricing errors on the website may be corrected before the booking is confirmed, in which case the Customer will be informed.

All prices displayed on the Website may be modified in the event of economic instability, special offers or sales, or changes to the Partners' tariffs. The applicable price is that shown on the Website on the date on which the booking is made by the Customer.

## 7- PAYMENT

Payment is required at the time of reservation or order.

Payment is made by bank or credit card via our secure payment gateway "STRIPE" or "SUMUP". Payment by bank transfer is also possible on request.

We accept the following credit cards: Mastercard, Visa, American Express. The cardholder must be present when the ticket is presented.

We do not charge a service fee for processing credit card payments. Payment will be indicated under the name of BRUDEY MOBILITY SASU on the bank or credit card statement.

We do not provide an invoice for each booking but, if necessary, we will provide one by e-mail. The Customer may request an invoice from THE COMPANY by sending an e-mail to the following address: [info@karukera-experiences.com](mailto:info@karukera-experiences.com).

THE COMPANY reserves the right to refuse any booking or suspend the provision of a service in the event of payment deemed doubtful, non-payment, or fraud.



**7.1. Payment terms for groups (more than 8 people):**

THE COMPANY requires a deposit of 30% on booking confirmation with balance to be made at least 30 days prior to arrival (in case of last minute registration payment is expected immediately). We accept payment by credit cards (Visa, Master card, American Express) or bank transfer (Wire transfer fees at the charge of the Guest). There is no charge or service fee for processing credit card payments except with American Express +3%. A group is composed of more than 8 people and the rate is calculated according to a precise number of participants.

**8- TIPS**

Tipping is not compulsory and is left to the Customer's discretion.

**9- WITHDRAWAL PERIOD**

You are hereby informed that, pursuant to Articles L. 121-16-1 and L. 121-21-8 of the French Consumer Code, THE COMPANY's transport services are not subject to the right of withdrawal provided for in Articles L. 121-20-12 et seq. of the French Consumer Code with regard to distance selling.

**10- LANGUAGE, APPLICABLE LAW AND JURISDICTION**

In the event of any discrepancy or conflict between the English, German and French versions of the General Terms and Conditions of Sale, **the French version shall prevail**. The English and German versions are provided for information purposes only.

The General Terms and Conditions and any related contract shall be governed by and construed in accordance with French law.

In the event of a dispute arising from the interpretation and/or performance of these General Terms and Conditions or relating to these General Terms and Conditions, THE CUSTOMER is invited to contact THE COMPANY's complaints department.

If no agreement is reached, or if the User proves that he/she has previously tried to resolve his/her dispute directly with THE COMPANY by means of a written complaint, an optional mediation procedure will be proposed, conducted in a spirit of loyalty and good faith with a view to reaching an amicable agreement in the event of any dispute arising in connection with these General Terms and Conditions, including any dispute relating to the use of this website.  
including their validity.

If this mediation procedure fails or if THE CUSTOMER wishes to take legal action, the French Code of Civil Procedure will apply.

Consumers can also have recourse to the European online dispute resolution platform accessible at the following address:

- <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=fr>

**11- PERSONAL DATA**

The Service, which is the subject of these general terms and conditions, is subject to the regulations applicable to the protection of personal data, including REGULATION (EU) 2016/679 OF THE PARLIAMENT AND OF THE COUNCIL of 27 April 2016 ("RGPD") and any other legislative or regulatory texts that supplement or replace it (the "Applicable Regulations").

The personal data communicated by the CUSTOMER when registering on the website [www.karukera-experiences.com](http://www.karukera-experiences.com), [en.karukera-experiences.com](http://en.karukera-experiences.com) and [de.karukera-experiences.com](http://de.karukera-experiences.com), or the mobile applications and those collected on the occasion of each race, are obligatory and relevant for the provision of the Service. Without this information, the COMPANY's service could not be provided.

This information is :

- the telephone number with the country code presented by the CUSTOMER,
- recording the telephone conversation,
- the surname and first name of the passenger(s) and email address,
- details of the data relating to the journey made,
- connection, usage and location data
- and data relating to the CUSTOMER's payment card (card number, expiry date, visual cryptogram).

The COMPANY reserves the right to record and store, for purposes of proof and in order to optimise the efficiency of the order management process, all information relating to calls received via its main number indicated on the website, orders placed via the website or mobile applications, CUSTOMER identification data and journeys made.

The COMPANY may also use the CUSTOMER's personal data to send the CUSTOMER, by e-mail or SMS, commercial offers which may be of interest to the CUSTOMER, in particular via its newsletter, subject to the CUSTOMER's consent. In any event, the CUSTOMER has the right to object to the receipt of such information, in accordance with the instructions provided by the COMPANY in the mailings.

Personal data is only transmitted to the COMPANY's service providers and partners for the exclusive purpose of carrying out the Service, invoicing and monitoring the commercial relationship with the CLIENT.

In order to ensure the security and confidentiality of the personal data collected as part of its Service, the COMPANY implements organisational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorised access. However, it should be pointed out that the Internet is not a completely secure environment and that the COMPANY cannot guarantee the security of the transmission or storage of information on the Internet.

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In application of the applicable Regulations, the CUSTOMER has the right to request access, rectification and deletion of data concerning him or her and to object to the processing of such data within the limits provided for by the applicable legislation.

In order to exercise these rights, the CUSTOMER may, at his or her discretion, either send an e-mail via the COMPANY's website ([www.karukera-experiences.com](http://www.karukera-experiences.com)), or send a letter to the COMPANY: Brudey Mobility SASU, Rue Fonds Chauds, 97130 Capesterre-Belle-Eau, enclosing a copy of his or her identity card.

In addition, the CUSTOMER is informed of his right to register on the BLOCTEL list of opposition to telephone canvassing in accordance with legal provisions.

To complete this information, the CUSTOMER shall consult the COMPANY'S "PERSONAL DATA" policy on the website [www.karukera-experiences.com](http://www.karukera-experiences.com), [en.karukera-experiences.com](http://en.karukera-experiences.com) and [de.karukera-experiences.com](http://de.karukera-experiences.com) and the mobile applications.

## **12- DIVISIBILITY**

As far as possible, each clause of the General Terms and Conditions must be interpreted in such a way as to be effective and valid under the applicable law. In the event that any one or more of the clauses contained in the Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable (or enforceable), such clause shall be ineffective to the extent of such invalidity, illegality or unenforceability without discrediting the remainder of such cause, unless such interpretation would be unreasonable.

## **13- IMAGE RIGHTS AND PUBLICATION AUTHORISATION**

By accepting these General Terms and Conditions of Sale, THE CUSTOMER expressly authorises THE COMPANY, free of charge, to photograph or film THE CUSTOMER during the provision of the service and to use the photos, videos or sounds in any medium for a period of 10 years. This authorisation also applies to all persons accompanying the customer. Its purpose is to ensure the national and international promotion of THE COMPANY's services on its websites, brochures, social network accounts, commercial presentations or in tourist guides.

THE CUSTOMER is informed that it is his responsibility to inform THE COMPANY in writing, at the start of the service, of any opposition to this practice.

## **14- ASSIGNMENT – SUBCONTRACTING**

THE COMPANY may at any time assign or transfer its rights and obligations under these GTC to another entity.

The Tour, shore excursion or Service may be subcontracted to a qualified Supplier; however, THE COMPANY remains responsible to the Client for proper contract execution.