



GENERAL TERMS GOVERNING THE SALE AND USE OF SKI PASSES (version 2022-09)

S.E.C.M.H. Joint stock company with a registered capital of 1,392,590 Euros
Trade & Company Register no. (RCS) 1956 B 800 20 ANNECY VAT NUMBER: FR 74 605 620 202 00016
Head office: 604, route des Moranches 74170 Les Contamines Montjoie
Telephone : 04.50.47.02.05 Email : info@lescontamines.net

GENERAL INFORMATION

The acquisition of a ski pass implies knowledge and acceptance by the client of all of the present general terms of sale and use, without prejudice to any of the habitual means of redress.

If any provision of the present document is found to be insufficient or invalid, it will be considered as being governed by the standard practices applicable within the ski lift sector for companies with their head offices in France.

THE SKI PASS

The pass is comprised of a medium on which ticket is recorded.

This medium takes the form of a contactless chip card. Only the information contained in the memory of the ski pass will be considered as legally acceptable and applicable.

Cable car trips are recorded on a single use card which is non-reusable and non-rechargeable.

PRICES - REDUCTIONS - FREE ADMISSION

The prices charged to the general public for the sale of ski passes, transport tickets and cards are displayed at the points of sale for the main cash desks for the Montjoie, Gorge, and Belleville ski lifts. These prices are displayed in Euros and are VAT inclusive. Reductions or free admissions are proposed for various categories of persons in accordance with the terms available at the point of sale and upon presentation of items of proof demonstrating entitlement to the said reductions/free access at the time of purchase. The contactless card (€2.00) is not free.

No photocopies of items of proof will be accepted. No reductions or free access will be granted after a purchase has been made.

The client's age determined for administrative purposes will be that of the date on which the validity period of the ski pass to be issued begins.

THE CONTACTLESS CARD

The ski pass is recorded on a contactless card. This card is compulsory for the acquisition of a transport ticket subject to payment of a supplement of €2.00 inclusive of VAT (non-refundable). It is rechargeable.

The rechargeable cards are reusable several times, limited to a warranty period of two years. The warranty only applies in the case of normal use of the card. It covers the issuing of a new card to replace the defective one, upon presentation of proof of purchase.

This card should not be folded, broken, pierced or made unusable by any means whatsoever.

VALIDITY OF THE SKI PASS

Ski passes whose validity period exceeds the shortest period proposed are strictly personal and non-transferable. Ski passes with a validity period exceeding two days are only valid if featuring a recent identity photo. The sale of ski passes for several days or for the season is subject to the submission of a photograph (recent, face-on, without sunglasses or headwear). This photograph will be stored by the S.E.C.M.H. in its ticketing IT system to facilitate any possible recharges or reissues of the ticket, unless the client specifically oppose this.

The user must have his ski pass with him for the whole trip, from the departure point for the ski lift until the arrival point. He must be able to provide proof of his identity.

The ski pass provides access to the ski resort concerned (Contamines Montjoie or Evasion Mont-Blanc) throughout the validity period of the ticket (date, valid resort, age group, etc.).

Ski passes sold during the winter are no longer valid after the closure date of the ski lifts.

PAYMENT TERMS

Payments should be made in Euros, either via a cheque drawn on a bank account opened in France, made out to the company, or in cash, by bank card or by holiday vouchers. Whenever a ski pass is issued, this will result in the issuing of a purchase receipt detailing the characteristics of the said pass.

This receipt should be stored carefully as it must always be presented in support of any request/complaint/claim. An invoice may be issued upon request.

INSPECTION OF THE SKI PASSES

The client should keep his ski pass with him for the entire journey on the ski lift, from the departure point to the arrival point. It must be presented whenever there is an inspection. The lack of a ski pass, the use of an invalid ticket or non-compliance with the police regulations displayed at the departure point of the ski lifts as noted by an inspector will result in:

-Either the payment of a fixed penalty to avoid legal action. This fixed penalty is equal to 5 times the value of the daily transport ticket for the ski lift network in question (the ski resorts of Les Contamines-Montjoie/Hauteluce), increased where applicable by administration charges, the level of which is set by the applicable regulations.

(Articles L 342-15, R342-19 and R 342-20 of the Tourism Code and articles 529-3 and following of the Code of Criminal Procedure);

-Or legal action.

The inspectors may also demand that you present any items of proof demonstrating your entitlement to the concessions granted for a reduced price or free admission transport ticket.

If an offender refuses or is unable to provide proof of his identity, the inspector will immediately report this to any officer from the police or gendarmerie with responsibility for the area, who may then order him to present the offender immediately.

The inspector may also immediately withdraw the ski pass with a view to returning it to its true holder.

THE LOSS OR THEFT OF THE SKI PASS

In the event that a ski pass exceeding two days is lost or stolen, upon presentation of proof of purchase and the submission of a duly completed application (in duplicate) to our main cash desks, a ski pass will be reissued for the time remaining due, subject to a contribution to our processing costs of €10.00 in addition to the purchase of a new card costing €2.00. Lost or stolen ski passes (exceeding two days) will be cancelled and any passes found should be reported to our Central Services Department: 04.50.47.02.05.

INTERRUPTIONS TO THE OPERATION OF THE SKI LIFTS

Only a complete stoppage of more than half a day of all ski lifts at the Contamines-Montjoie/Hauteluce ski resort will result in compensation for the losses suffered by the client. To do so, he should present his ski pass and complete a compensation request form which should be taken to our sales outlets.

Items of proof accompanied by the request form should be sent to the S.E.C.M.H. 604, route des Moranches 74170 Les Contamines Montjoie within a period of two months.

This compensation may take the following forms, at the client's discretion:

- Either an immediate extension to the validity period for the transport ticket;
- Or a day pass for use at the latest before the end of the season;
- Or a deferred reimbursement. Subject to items of proof being produced within a period of two months, reimbursement shall occur within two months following the receipt of these items. This compensation, calculated at the end of the stay, will be equivalent to the difference between the price paid by the client and the days used by the user multiplied by the basic price.

REIMBURSEMENT

In the event that the transport tickets issued are not used or are not completely exhausted during the season in which they are issued, no refunds or exchanges will be permitted for them. Ski passes for non-consecutive days must be used up during the season underway. Beyond this they can no longer be used, and no reimbursement or validity extension will be considered.

It is possible to cover this type of risk by taking out specific insurance. Please contact the sales outlets for further details.

COMPLAINTS

All complaints should be addressed to the S.E.C.M.H. 604, route des Moranches 74170 Les Contamines-Montjoie within a period of two months following the occurrence of the event giving rise to the said complaint without this in any way prejudicing any legal means of redress and deadlines to take legal action.

PROTECTION OF PERSONAL DATA

All of the information requested by the S.E.C.M.H for the issuing of a ski pass is obligatory. If one or several items of compulsory information is/are missing, the ski pass will not be issued. Some data (postal address, e-mail, telephone number) may also be requested from clients by the S.E.C.M.H. to enable it to send out commercial offers, in accordance with the terms of the Digital Economy Law of June 21 2004.

Travel-related data is also collected for the management of access-related operations in relation to the ski lifts and for the verification of transport tickets. Data is also collected for statistical purposes. All of this data is intended only for the S.E.C.M.H.

Pursuant to the French data protection act, the client has a right to access, rectify and oppose the use of data by the company on legitimate grounds, by writing to the following address: S.E.C.M.H. 604, route des Moranches 74170 Les Contamines-Montjoie.

Data processing manager: the S.E.C.M.H's sales department.

End purpose of data processing: Ticketing and access control.

In application of article 90 of decree number 2005-1309 of October 20, 2005, any person may receive information from the present article in written form, following the submission of a simple verbal or written request to this effect, addressed to the above-mentioned department.

RECOMMENDATIONS

Don't buy your transport tickets anywhere other than the S.E.C.M.H.'s cash desks, or else you could end up purchasing an invalid or fake ski pass and subsequently find yourself committing an offence when you use it.

We advise you to purchase your ski passes in advance.

To avoid difficulties passing through the gates, you are advised to take good care of your ski pass.

Rides in cable cars are based on single use, non-reusable and non-rechargeable cards. In order that these may be recycled, please put them in the boxes provided for this purpose after you have used them.

Users of the ski slopes and ski lifts at the ski resort are strongly recommended to familiarise themselves with the municipal bylaws and decrees for the various districts concerning this subject.

SPECIFIC DISPOSITIONS

1/ Respect of Health measures and rules

S.E.C.M.H has established special dispositions responding on the regulatory health requirements and communicate on hygiene measures. All users are required to respect these regulatory requirements and health measures, which may change according to the health situation, as soon as they are operative (vaccination pass, barrier gestures...). For more information, please consult the health measures on the following website : <https://lescontas.ski/covid-19>.

2/ Energy restriction measures

In the context of the energy crisis, the authorities are likely to impose energy restrictions measures that could impact the transport offer by ski lifts and the service of the S.E.C.M.H. ski area. If necessary, the S.E.C.M.H undertakes to inform its customers as soon as possible after receiving information from the authorities/energy suppliers of the projected impacts on the ski lifts and the ski area. In such case, the provisions herein (see "INTERRUPTIONS TO THE OPERATION OF THE SKI LIFTS") shall apply.

TRANSLATION AND APPLICABLE JURISDICTION - DISPUTE RESOLUTION

In the event that the present general terms of sale and use are issued in several languages, it is expressly understood that only the French version of these conditions of sale and use will be considered authoritative.

Consequently, in the event of any difficulties concerning the interpretation or application of any of the provisions in the present general terms of sale and use, you should expressly and exclusively refer to the French version.

The present general terms of sale and use are subject to French law for their interpretation and application.

Any dispute which may arise concerning the validity, interpretation, performance or non-performance, interruption or termination of the present contract will be subject to mediation (conciliation). The parties to the contract are free to accept or refuse the mediation (conciliation). The parties to the contract will jointly appoint a qualified, independent, neutral and impartial person.

The solution proposed by the mediator (conciliator) is not binding upon the parties to the contract.

Should no amicable settlement be forthcoming, the dispute will be referred to the competent courts.