

**SAEM LES REMONTEES MECANIKES****81 route du Borne – 74450 LE GRAND BORNAND**

Société d'Économie Mixte [-mixed ownership company] with a capital of 371 790 €

Trade and Companies Register of Annecy No. 325 721 066 - VAT No. FR51325721066

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**OVERVIEW**

Placing an order implies acceptance by the person referred to hereinafter as the "Customer" of these General Terms and Conditions for Online Sales. If any provision were to be absent, that point would be considered to be governed by common practice in force for distance selling for companies with their registered office in France. These conditions supplement the "General Terms and Conditions of Sale and Use" for packages displayed in all retail outlets, placed online on the website. The characteristics of the various passes offered for sale (geographical area, period of validity, etc.) are presented in the price list that can be consulted at retail outlets and on the website. These Special Terms and Conditions for Online Sales are valid from 1st September 2019 to 17 April 2020.

Contractual information is presented in French.

These terms and conditions concern only natural persons who are not retailers.

**ORDER PROCEDURES**

Passes can be purchased remotely by placing an order placed on the website [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com). Orders can only be registered on the website if the Customer has been clearly identified:

⇒ either by entering their access code (login + password) which is strictly personal to them.

⇒ or by completing the online form enabling them to obtain their access code.

To finalize the order, the Customer must accept these Terms and Conditions as well as the General Terms and Conditions of Sale and Use of passes. In accordance with Article 1369-5 of the Civil Code, Customers may check the details of their order and the total price, and correct any errors before confirming and accepting it. SAEM Les Remontées Mécaniques confirms the Customer's order by email.

Except where recharged online as described in the next Article, completed online orders (payment, photographs and supporting documents provided where applicable) must be concluded via the website [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com) at the latest eight days before the first day of validity of the pass (15 days for countries outside France and French overseas territories).

Any order is deemed to be acceptance of the services described and of prices.

**RECHARGING ONLINE**

In accordance with standards on emissions which might affect the safety of users with electronic medical devices, the company has replaced the bollards providing hands-free access, which are less powerful. So, your old card will be randomly detected, and even difficultly readable.

Passes may be recharged according to products proposed by SAEM Les Remontées Mécaniques on the website [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com).

Payment must be made by bank card.

An acknowledgement of receipt of the order is sent to the Customer by SAEM Les Remontées Mécaniques. This must be retained by the Customer, particularly for inspections when using the lifts.

The pass is recharged automatically when the Customer first passes the hands-free entry bollard.

**GRAND BO LIB**

The Grand Bo Lib enables the Customer to access the pistes throughout the winter season paying only days skied. When subscribing, a fee of 37 € for the subscription will be billed and the Ski'Carte is free of charge. This strictly individual pass cannot be transferred and includes an identity photograph. Customers must therefore be able to provide proof of their identity at any time. The pass is subject to acceptance of the terms and conditions for subscription which can be consulted on the website [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com).

**PRICES AND PAYMENT TERMS**

The prices indicated include taxes in euros and take into account the VAT rate in force on the day of the order. They are non-contractual and may be changed. It is hereby stated that if the order is sent to a home address, postage is free of charge. The price must be paid when placing the order and payments must be made in euros by bank card. Payments are secure, via Banque Populaire in collaboration with Cyberplus Paiement - 3D-Secure - Systempay Net, which guarantees the confidentiality of payments. Payments are made by VPT [Virtual Payment Terminal] immediately. At no time is SAEM Les Remontées Mécaniques aware of the numbers that the Customer needs to provide. SAEM Les Remontées Mécaniques is informed only by the banking institution once a transfer corresponding to the amount of said order has been made to its account.

**ORDER CONFIRMATION**

Orders paid by bank card and confirmed have been approved by the banking institution. If authorization to debit the Customer's bank account is refused by their bank, this will lead to the order process being cancelled. Once the order concluded on the website has been confirmed by the Customer, SAEM Les Remontées Mécaniques acknowledges receipt of the order by email.

**DELIVERY OF THE ORDER**

The Customer can choose between:

⇒ delivery at the address indicated by the Customer.

Except in the event of force majeure, SAEM Les Remontées Mécaniques undertakes to deliver passes by post at the latest four days (11 days for other countries for countries outside France and French overseas territories) before the first day of validity of the pass, postmark being proof thereof. SAEM Les Remontées Mécaniques may not under any circumstances be held liable in the event of disruption, or partial or total strikes of postal services or carriers.

# Special Terms and Conditions for Online Sales Winter 2019/2020

- ⇒ Or to collect their passes from the offices of SAEM Les Remontées Mécaniques at 81 route du Borne, Le Grand Bornand or from the Chatelet ticket office in Le Chinaillon, at 1526 route de l'Envers du Chinaillon.

Skipasses must be collected at the earliest four days after the order, taking into account the opening times of said retail outlet. A copy of the acknowledgement of receipt is then required, as well as an official and currently valid identification document. Failing this, the passes ordered cannot be issued. The order is then remitted to the Customer, subject to them signing a receipt.

This Article does not relate to Customers who have recharged their pass via the website.

**NO RIGHT OF WITHDRAWAL**

Pursuant to Article L.221-28-12 of the Consumer Code, sales of transport passes are not subject to application of the right of withdrawal laid down in Articles L.221-18 et seq. of the Consumer Code concerning distance selling. Consequently, services ordered on [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com) are exclusively subject to the terms and conditions for cancellation and amendment laid down in these Special Terms and Conditions and the General Terms and Conditions of Sale.

**CHANGES TO AND CANCELLATION OF ORDERS**

For passes for 4 hours, one day, two days or a season, once the pass order has been confirmed by the Customer, the pass ordered cannot be refunded, redeemed or exchanged. Similarly, no changes may be made to orders.

Regarding passes for 3 to 14 consecutive days, subject to the pass having been purchased on [www.ski-legrandbornand.com](http://www.ski-legrandbornand.com) and subject to making a specific application to [vente@saemlegrandbo.fr](mailto:vente@saemlegrandbo.fr) at the latest on the first day that the pass is valid, the pass will be refunded once non-use has been checked.

**LIABILITY AND GUARANTEES**

SAEM Les Remontées Mécaniques shall be liable only for an obligation of means for all stages of access to online sales. The liability of SAEM Les Remontées Mécaniques may not be incurred regarding any difficulties or damage inherent in the use of the Internet, in particular service breakdowns, external intrusions or computer viruses and more generally any other fact expressly qualified by case law as an event of force majeure.

The Customer declares that they are aware of the characteristics and limitations of the Internet, particularly its technical performance and response times to consult, query or transfer data and the risks relating to the security of communications.

**MEANS OF PROVIDING PROOF**

Supplying a bank card number online, and more generally final confirmation of an order by a Customer constitute proof of the whole transaction in accordance with the provisions of Act No. 2000-230 of 13 March 2000 and of the payment due. Said confirmation shall be deemed to constitute signature and acceptance of any transaction performed on the online sales module.

Customers must keep the order email because only that document will constitute proof in the event of a dispute regarding the terms of the order, specifically when inspections are made on the ski lifts.

Information relating to the validity of the pass noted on said pass has no contractual value.

**CLAIMS**

Any claim must be made within one month of the occurrence of the event giving rise to the said claim, at the following address: SAEM - 81 route du Borne - 74450 LE GRAND BORNAND. In the absence of a satisfactory response within the above period, the consumer may refer the matter to the Mediator of Tourism and Travel, whose contact details and methods of referral can be obtained by consulting his website:

[www.mtv.travel](http://www.mtv.travel). The opinion given by the mediator is not binding on the parties to the contract. In the absence of amicable settlement, the dispute may be brought before the competent courts. In addition, in accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent and out-of-court settlement of online disputes between consumers and consumers. professionals from the European Union. This platform is accessible with the following link: <https://webgate.ec.europa.eu/odr/>. In case of dispute, only the French version will prevail.

**PROTECTION OF PERSONAL DATA**

All bank details requested from the Customer when placing their order are protected by 128-bit SSL-certified encryption. Processing of personal data relating to sales on this website has been duly declared to the CNIL No.1340045.

SAEM "Remontées Mécaniques" uses the Photo Compare software, to secure the customization of 2 days and more skipasses, allowing the holder of the skipass to be photographed when he passes through the control terminals and to check the skipass. All photos are automatically deleted from the system at the end of the validity of the skipass. Information that Customers communicate on the website enables SAEM Les Remontées Mécaniques to process and complete orders placed via the website. In accordance with Article 32 of Data Protection and Civil Liberties Act, and with General Data Protection Regulation, the company informs Customers of the use that may be made of such data, in particular to send them marketing proposals or news by Le Grand-Bornand Tourisme or SAEM Remontées Mécaniques.

**DATA STORAGE**

Back-up of orders is carried out by the Sales Department at SAEM Les Remontées Mécaniques in accordance with Article L134-2 of the Consumer Code. In this respect, Customers may access their order by sending a written request to said Department at the aforementioned address.

*The Director,*  
Jean BOURCET