

**OVERVIEW**

These general terms and conditions of sale and use apply to all ski lift tickets giving access to the Le Grand-Bornand ski area.

They are valid from 1<sup>er</sup> September 2023 to 30 April 2024.

The acquisition of a title implies knowledge and acceptance by the person hereinafter referred to as "the Customer" of all of these general terms and conditions of sale and use, without prejudice to the usual means of recourse.

In the absence of any provision herein, such provision shall be deemed to be governed by current practice in the ski lift sector and for companies having their registered office in France.

The language of the contractual documents is French.

SAEM Les Remontées Mécaniques du Grand-Bornand is hereinafter referred to as "the Operator".

**THE PACKAGE**

The lift pass consists of a medium on which the ticket is recorded. During its period of validity, it allows free circulation on the Grand-Bornand (or Aravis) ski lifts for which it has been issued, without any priority whatsoever.

The sectors of validity of the tickets are defined on the price list, the opening periods of the ski lifts are displayed on the company's online sales site, [ski.legrandbornand.com](http://ski.legrandbornand.com), subject to weather and snow conditions.

The duration of validity of the packages is defined in consecutive time (e.g. 4 consecutive hours, 2 consecutive days, etc.) unless otherwise stated.

Customers who have purchased a ski pass for 6 consecutive days or more for the Grand-Bornand ski area can benefit from a reduced-price extended day ski pass the day after the last day of validity of their multi-day ski pass.

This offer is only valid once and there must be no interruption between the end of the 6-stay package and the extension day.

The extended day rates for winter 2023-2024 are as follows: adult €35.50 €, junior €28.50, senior €34.00, veteran €17.80.

Packages with a duration longer than the shortest offered, and all packages with preferential rates, are strictly personal, non-transferable and non-transferable.

Promotional offers cannot be combined with other discounts or promotions.

**PASS CARDS**

Passes are issued on a hands-free medium referred to as skicarte/keycard which can be recharged and reused. The card can be used to purchase a skipass, subject to paying a non-refundable supplement of 2 € including taxes.

In the event that the skicarte/keycard proves to be defective despite "normal" use, it benefits from a guarantee of 24 months after its delivery, and is replaced free of charge within this period.

**PHOTOGRAPHS**

Sales of specific skipasses are subject to providing a recent ID photograph, facing the camera, without sunglasses or head covering.

The photograph will be stored by SAEM Les Remontées Mécaniques in its electronic ticketing system to facilitate any recharging or reprints of the pass, except where the Customer makes an objection thereto.

**CUSTOMER CATEGORIES AND TARIFFS**

General public tariffs for the sale of passes and hands-free cards are displayed at all ticket offices and are valid for the current winter season, from the first day of opening to the last day. The prices are expressed in euros and include taxes. They are non-contractual and may be changed.

The corresponding customer categories and tariffs are defined by area type in the price list (Aravis, Grand-Bornand or Mini Domaine, 4 consecutive hours, 1 consecutive day or several consecutive days, etc.).

Customers must request any reduction to which they are entitled and submit the relevant supporting documents when they purchase their pass (before it is charged).

Free passes are granted (excluding holders and insurance) to children under 5 years old subject to providing proof of age. The customer's age will be determined on the day on which the pass is issued.

A price reduction according to age category is subject to providing proof of identity.

No claims or refunds are possible after purchase.

Customers are responsible for obtaining information on products and tariffs offered and selecting the most beneficial for them.

Staff cannot be held liable for the pass-holder's choice.

The age used for season passes is that on the official opening date of the resort (16/12/2023) if purchased before this date, or the current age if purchased on or after 16/12/2023.

**PAYMENT TERMS**

Any pass issue will give rise to payment of the corresponding price.

Payments must be made either by cheque drawn on a French bank account, made out to SAEM Les Remontées Mécaniques, or in cash in Euros, or by bank card accepted by the company (Eurocard, Mastercard, Visa) or by ANCV holiday vouchers (for individuals only).

Cash payments are not authorized for amounts in excess of €1,000.

**PROOF OF SALE**

Upon issue of any pass, a receipt will be provided stating the nature of the pass, its expiry date and its unique number.

The receipt must be retained carefully and presented in support of any request or claim.

**PASS INSPECTIONS**

Customers must carry their passes when travelling on the lifts, from departure to the arrival point.

If a person has no pass, or uses an invalid pass, or does not comply with the regulations displayed at the lift departure, as recorded by an authorized inspector, they must:

⇒ pay a day rate to avoid prosecution.

Such rate is established at five times the day pass full rate as per Articles L342-15, R342-19 and R342-20 of the Tourism Code and Articles 529-3 et seq. of the Code of Criminal Procedure and is reduced to €190 for SAEM "Les Remontées Mécaniques du Grand-Bornand"

⇒ subject to legal action.

Authorized inspectors may ask to see any supporting documents providing proof of price reductions granted to the Customer for passes at a reduced rate or free of charge.

If the offender refuses or is unable to provide proof of their identity, the authorized inspectors will report immediately to a police officer with jurisdiction, who may then order them to present the offender to them without delay.

The authorized inspector may also confiscate the pass immediately, in order to return it to its true owner and/or as evidence.

They are authorized by the Court of First Instance to draw up an affidavit for any offence or infringement and to receive fines. The SAEM "Remontées Mécaniques du Grand-Bornand" will not take the administration fee of € 40 for any payment made within 48 hours of the violation being established.

**LOST OR STOLEN PASSES**

In the event of loss or theft of a ski pass, and upon presentation of a receipt or delivery note, a new ski pass will be issued for the remaining time at any ticket office.

For this purpose, Customers must pay 5 € for a resort pass and 10 € for an Aravis pass, as an administration fee (to stop and cancel the pass).

The request will be dealt with at the latest on the day after Customers' demand.

Any pass that is the subject of a declaration of loss or theft will be neutralized and no longer provides access to the pistes.

If a pass is cancelled this is definitive and immediate.

**WEATHER HAZARDS**

SAEM Les Remontées Mécaniques cannot be held responsible for the weather conditions.

Each Customer must find out about the weather and visibility conditions by all the means at their disposal (ticket office advisers and / or display at the ticket offices, website, webcams ...).

Weather conditions can change very quickly.

**INTERRUPTIONS IN LIFT OPERATION**

Only a total breakdown for more than a half day of all ski lifts in the Grand Bornand resort can give rise to compensation for prejudice suffered by the Customer, upon presentation of their pass and an application for compensation (issued by sales assistants).

The application, duly completed and accompanied by supporting documents must be sent within a maximum of one month after the incident has occurred to SAEM Les Remontées Mécaniques – BP 23 – 74450 LE GRAND BORNAND. Only passes purchased and paid for by their holder directly from SAEM Les Remontées Mécaniques will be the eligible for compensation paid directly by the latter. Compensation may take the following form as the Customer prefers, but they may not make any claims exceeding this fixed compensation:

⇒ either an immediate extension of their pass;

⇒ or a credit in skiing hour(s)/day(s) to be used before the end of the season;

⇒ or a deferred refund calculated as follows:

Fixed price of pass purchased – (Public price of 1-day pass x Number of Days Used).

**The partial closure of the ski area for climatic, technical or safety reasons does not entitle to any compensation.**

**COMPENSATION MODALITIES RELATED TO A PANDEMIC**

For any compensation, a request must be sent by the Customer within a maximum of one month after the facts to SAEM – 388 route de la vallée du Bouchet BP 23 - 74450 LE GRAND BORNAND or by email to [accueil@saemlegrandbo.fr](mailto:accueil@saemlegrandbo.fr).

The file must be duly completed and accompanied by required documents. Ski passes must have been acquired and paid for by their holder directly from the SAEM Les Remontées Mécaniques.

SAEM Les Remontées Mécaniques cannot under any circumstances be held responsible for the non-arrival of a Client for a personal reason (such as principle of caution, recommendations not to travel, absence of a EU Digital Pandemic (Covid ...) Certificate if required, illness, ...).

It is the Customer's responsibility to take out adequate insurance against these risks, and in this case he alone bears the responsibility for not using his ski pass. In this case, the Customer cannot claim compensation.

**4h, one day and multi consecutive day ski passes**

Only an official government binding measure preventing the Customer from using his ski pass allows him to be eligible for compensation.

The following are considered binding government measures:

- partial or total lockdown of France, resulting in the closure of ski lifts
- partial or total lockdown of the Customer's country (no way to travel)
- a quarantine imposed by France upon arrival in the country, or a quarantine imposed by the Customer's country upon his return, which does not reasonably allow him to travel.

If the Customer is eligible for compensation, a refund will be made under the following conditions:

- if it is impossible to use his ski pass for the entire period of validity of the pass, the Customer will be fully reimbursed for the amount paid for the ski pass.
- if it is impossible to use his ski pass for part of the validity period of the pass, the Customer will be reimbursed for the unused days.

The amount of the refund will be equal to the difference between the price of the paid ski pass and the price of the pass corresponding to the allowed skied days.

**Season & ski passes with a subscription**

\*In the event of total closure of the ski area for the entire winter season, these passes or memberships will be refunded in full.

\*In the event of total closure of the ski area for a cumulative period of 25 days or less over the winter season, holders of these passes will not be entitled to any compensation.

\* In the event of total closure of the ski area for a cumulative period of more than 25 days (between 23/12/2023 and 10/03/2024), compensation will be granted for public rate season passes.

The amount of compensation will be calculated on a pro rata temporis basis (taking into account an excess of 25 days of closure) of the number of days of closure linked to COVID-19 and the seasonal basis (total number of working days between the forecast date of general opening and the forecast date of general closure).

Only the price of the ticket actually paid by the Customer for the winter season will be included in the calculation (the price of insurance or other products is therefore excluded from the calculation).

Example:

- 45 days of closure due to COVID, less the excess of 25 days = 20 days
- Seasonal basis of 121 working days from 16/12/2023 to 14/04/2024.
- Premium season package paid €478, the amount of compensation will be  $478 \times (20/121) = 79.01 \text{ €}$ .

Compensation may take the form of a credit note, a refund or the equivalent of a day's flat-rate payment, without the Customer being able to claim any service in excess of this flat-rate compensation.

**REFUNDS**

If you buy your ski pass at a ticket office

In the event that the ski passes have not been used or have not been fully used, they will be neither refunded nor exchanged.

If you buy your ski pass on our website [ski.legrandbornand.com](http://ski.legrandbornand.com)

Any unused ski pass can be refunded. Please send your request by email to [accueil@saemlegrandbo.fr](mailto:accueil@saemlegrandbo.fr) within 15 days of the date of the first day of skiing.

**INSURANCE – INABILITY TO SKI: ILLNESS / ACCIDENT / OTHER CAUSES**

No refunds will be issued for ski passes, due to accidents, sickness or any other personal reasons, whatever the duration of the pass, when purchased at a ticket office, or used.

At the time of purchase, insurance is offered by the seller to cover some of these risks.

# GENERAL TERMS AND CONDITIONS OF SALE AND USE

## Winter 2023/2024

**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 – 388 route de la vallée du Bouchet BP 23 - 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 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.

**COMPLIANCE WITH SAFETY REGULATIONS**

All Customers must comply with safety rules relating to ski lifts, in particular the regulations displayed at the departure point of the lifts, pictograms supplementing them and any advice given by company staff, subject to penalties. The same goes for compliance with the municipal order on piste safety, and customers are advised to take into account the "Ten Rules for Conduct" for piste users published by the International Ski Federation (FIS). In the event of material or physical prejudice caused by our equipment, Customers must have the prejudice recorded without delay by the staff in charge of the equipment and complete an accident report.

**COMPLIANCE WITH MEASURES RELATED TO COVID 19**

In the context of health emergency, and to deal with an epidemic, the SAEM "Les Remontées Mécaniques du Grand-Bornand" may put in place special provisions meeting regulatory health requirements, and communicate on hygiene and physical distancing measures, including the obligation to wear a mask in all places where it is mandatory.

Any holder of a ski pass is required to comply with these regulatory requirements and health measures.

As such, the customer has to comply with both written and verbal instructions as well as pictograms supplementing them, which will be transmitted to him and dispensed by the staff of SAEM "Grand-Bornand".

This protocol may change regarding to the French government announcements.

**ENERGY RESTRICTION MEASURES**

In the context of the energy crisis, the authorities are likely to impose energy restriction measures that could impact the service of the Grand-Bornand ski area.

If necessary, SAEM Les Remontées Mécaniques undertakes to inform its customers as soon as possible after information from the authorities/energy suppliers of the anticipated impacts on the ski lifts and the ski area.

In such an event, the provisions set out herein (see § Interruption of the operation of the ski lifts) will apply.

**INTELLECTUAL PROPERTY**

Brands, models or graphics shown on passes, posters or price lists are registered and any reproduction is strictly prohibited.

**PROTECTION AND PROCESSING OF PERSONAL DATA**

All information requested by SAEM Les Remontées Mécaniques in order to issue a ski pass is obligatory.

If any obligatory information is missing, the pass cannot be issued. Some data (postal address, email, telephone number) may also be requested from the Customer by SAEM Les Remontées Mécaniques to allow, according to the procedures laid down by the "LCEN" Act of 21 June 2004, for marketing proposals and news to be forwarded by the SAEM Remontées Mécaniques du Grand-Bornand.

Concerning individual ski passes, data relating to lift journeys is also collected in order to manage access to lifts and pass inspections. Data is also collected for statistical purposes. Photographs that are obligatory for some passes are stipulated above and are intended only to identify the pass-holder.

All of this data is intended only for SAEM Les Remontées Mécaniques.



SAEM "Remontées Mécaniques" uses the Photo Compare software, to secure the customization of 2 days and more ski passes, allowing the holder of the ski pass to be photographed when he passes through the control terminals and to check the ski pass.

All photos are automatically deleted from the system at the end of the validity of the ski pass.

In accordance with the Data Protection and Civil Liberties Act, and the General Data Protection Regulation, Customers have a right of access, rectification and opposition, on legitimate grounds, by contacting the company at the following address: SAEM Les Remontées Mécaniques – BP 23 - 74450 LE GRAND BORNAND - Data Processing Manager: SAEM Les Remontées Mécaniques.

It is also possible to make any request concerning the personal data processed by SAEM, either to the address [dpo@saemlegrandbo.fr](mailto:dpo@saemlegrandbo.fr), or by telephone on 04 50 02 78 10.

The purposes of the processing are in particular the following: management of customer and prospect files, ticketing and access control. The data collected will be processed in strict accordance with the laws and will be kept for the time necessary for the purpose of the processing.

The Direction  
Renaud LOBRY