



## **GENERAL TERMS AND CONDITIONS OF SALE & USE OF SKI LIFT PASSES FOR THE SEASON 2017-2018 (version 2017-06-09)**

S.T.B.M.A. Société Anonyme RCS 351 484 811 ANNECY N° de TVA Intracommunautaire : FR 37 351 484 811  
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### **1 - GENERAL INFORMATION**

The ski-pass is a type of transport card. The acquisition of a ski-pass means that the Client accepts the totality of the following General terms and conditions of sale & use, without prejudice to the usual methods of appeal legally speaking.

### **2 - SKI-PASS**

Your ski-pass is made of transport ticket registered on a card. This card is mandatory to purchase a transport pass. The card is a hands-free card with a chip inside. Only the information contained in the memory of the hands-free card are legally valid.

### **3 - PRICES - DISCOUNTS – FREE TICKETS**

All public price-lists relating to the sale of these passes, and anything to do with transport and cards are displayed at the ski lift cash desk points. These prices are expressed in Euros inclusive of all tax.

Discounts for children under 5 year old and under 15 year old, for seniors from 65 year old and over 80 year old are granted if proof of age can be presented at the time of the purchase. The hand-free card (2€) is not offered.

Photocopies of proof of age will not be accepted. No discount or free rates will be granted after the purchase.

The age of the Client to be applied is the person's age on the first day of the validity dates of the ski-pass.

### **4 – THE HANDS-FREE CARD**

Your ski-pass is issued on a hand-free card. This card is mandatory to purchase a transport pass and costs €2,00 (tax included). This is non-refundable. The card is reloadable.

The card is reusable several times and covered by a two-year warranty, applied if the card has been used in normal conditions. It consists in the replacement of the defective card with a new one.

This warranty does not cover any defect caused by an accident, misuse, abuse, lack of reasonable care. This card should not be bent, broken, punched or made unusable by any sort of means.

### **5 - SKI PASS VALIDITY**

Ski passes whose duration is superior to 4 hours, are strictly personal and non-transferable.

Season passes, annual passes and Liberty passes are only valid if they have an ID photo attached to them (recent photo, no dark glasses, no hat or head covering) and the user may be asked to justify of his or her identity. This photo will be stored in the S.T.B.M.A. ticketing system server to ease potential card recharging operations of the pass, unless the client is opposed to it.

A ski-pass gives the right, during its period of validity (ski-pass dates), to use the ski-lifts related to its category (area of validity, age category...). The user should carry his or her ski-pass whenever he or she uses the ski-lifts, from the departure area to the arrival area.

Pedestrian lift tickets do not give access to the ski runs. Pedestrian lift tickets will not be delivered to a skier.

The user needs to be able to justify if his ID at all times.

The age of the Client to be applied is the person's age on the first day of the validity dates of the ski-pass.

### **6 - METHODS OF PAYMENT**

Payments are to be made in euros, either by cheque drawn on a bank account opened in France, or in cash or by banker's card, or by a holiday card voucher. Each purchase of a ski-pass leads to the delivery of a proof of purchase on which the transport ticket details are mentioned. This proof of purchase must be kept and presented when making a claim or request. A receipt can be delivered upon request.

### **7 - SKI PASS CHECKING**

The user should carry his or her ski-pass whenever he or she uses the ski-lifts, from the departure area to the arrival area. The ski-pass must be presented any time requested for a check.

Anyone using a ski lift which gives access to a skiable area, without a pass or with a non-valid ski pass (dates and area of validity, age category, etc...) or a user who does not respect the transport police regulations displayed at the departure of each lift, will be liable to legal pursuit and/or indemnities as listed here-below. Sworn agents will proceed to the reports of these breaches which can lead to:

- either the payment of an all-inclusive indemnity which will deter any sort of public action. This all inclusive payment is equal to five times the value of the daily ski-pass for the Evasion Mont-Blanc ski area. (Articles L 342-15, R342-19 and R 342-20 of the Code of Tourism and 529-3 and more of code of legal procedure)
- or legal pursuits

The company's sworn agents can request proof justifying any rate advantages granted on a free or reduced-price pass.

The company's sworn agents will proceed with immediate withdrawal of any ski pass which does not correspond to its holder in order to return it to the rightful owner.

If the offender refuses or cannot prove his/her ID, the controller reports it immediately to any national police officer or any competent justice authority, who can then order the controller to present himself /herself with the offender immediately.

## **8 - LOSS – DESTRUCTION – THEFT OF THE SKI-PASS**

a) Passes which period of validity is inferior or equal to 1 day, partially used or not, lost, stolen, deteriorated and/or forgotten cannot be refunded or replaced.

b) In the case of the loss, theft and/or deterioration of a pass which period of validity is equal or superior to 2 days, the pass can be replaced in the following conditions:

The unique number of the pass needs to be known by the Client in order to prevent its use by a third party and in order to re-issue a replacement pass. This number appears on the proof of purchase issued and given to the Client at the time of purchase.

If the **proof of purchase and receipt** of the pass can be provided, another ski pass will be issued for the remaining period, with a 20€ processing fee and the purchase of a new hands-free card for 2€.

Lost ski passes which are found are to be handed to our Bettex central office which can be reached on the following number: 04.50.93.23.23.

## **9 - INTERRUPTION OF THE SKI-LIFT SERVICE**

Only the complete interruption of all the ski lifts (to which the transport pass gives access) for more than a period of half a day, may give right to a compensation (except for seasonal, annual or liberty passes) if sufficient documentary evidence (proof of purchase and receipt) can be provided.

The proof of purchase, receipt and the compensation form must be sent to the S.T.B.M.A. 4383, route du Bettex 74170 Saint-Gervais within two months after the date of the event.

Three choices of compensation are offered:

- either an immediate extension of the duration of validity of the pass,
- or a credit note (expressed in days) to be used during the ongoing winter season and by the end of the season at the latest,
- or a deferred refund if requested documents are provided by the Client within two months. The refund will be proceeded within two months following the receipt of the requested documents. This compensation, calculated at the end of the validity of the pass, will be equal to the difference between the price paid by the client and the days used by the pass holder multiplied by the standard public rate.

The partial closure of the ski area for weather, snow, technical or safety reasons does not give right to any sort of compensation.

## **10 - VAGARIES OF MOUNTAIN WEATHER**

The S.T.B.M.A. cannot be held responsible of the weather conditions met during the use of the transport pass. It is the responsibility of each Client to get information related to the weather and visibility conditions by any available means (sales person, websites, webcams...).

Weather conditions can change unexpectedly and quickly in mountain areas.

## **11 - REFUNDS**

If the pass issued was not used or partially used, it will not be refunded or exchanged.

Non-consecutive days passes (liberty pass) need to be used during the ongoing season, they will not be valid after the end of the ongoing season. Days that are not used cannot be refunded, exchanged or postponed to another season.

In case of an accident, illness or any other personal reason to the Client, passes cannot be refunded or exchanged.

It is however possible to be covered for these types of risk by specific insurances. Information on this matter should be asked at the cash desk points.

## **12 - CLAIMS**

All claims should be sent to the S.T.B.M.A. 4383, route du Bettex 74170 Saint-Gervais within two months after the object of the claim occurred.

## **13 – RESPECT OF THE SECURITY REGULATIONS**

The user of the ski area needs to respect the security regulations related to the transport by Ski lifts, including these general conditions of use and the police regulations displayed at the departure of each ski lift, completed by the security signs and the lift operator instructions. Disrespect of these security regulations can lead to sanctions or legal action.

#### **14 - PROTECTION OF DATA OF A PERSONAL NATURE**

All information asked for by the S.T.B.M.A. for the issuing of a ski pass is compulsory. Should one or more compulsory elements of information be missing, a ski pass cannot be issued. This data (postal address, e-mail, telephone) might be collected for commercial offers purposes as per LCEN law from June 21st 2004. With regard to personal issues, data relating to the movement of their holder is also collected for management operations relating to access to the ski lifts and transport control procedures. This data is collected for statistical purposes. These data are for S.T.B.M.A. use only. In accordance with the Word Processing and Liberty law of 7 January 1978, modified by the law of 6 August 2004 n°78-17, the holder has right of access, rectification and opposition for legitimate reasons in respect of the company by writing to the following e-mail address: [info@stbma.fr](mailto:info@stbma.fr) or postal address S.T.B.M.A. 4383 route du Bettex 747170 Saint-Gervais France

In accordance to the article 90 of the decree n°2005-1309 of the 20th October 2005, anyone can access the information on the above paragraph on in a written form, after a simple oral or written request to the department mentioned above.

#### **15 - RECOMMENDATIONS**

Do not buy your passes from anywhere but the S.T.B.M.A. cash desks as you may end up buying a ski pass which does not comply or is falsified and thus you may found yourself being pursued legally due to a breach.

We advise you to buy your ski passes well in advance.

To avoid any difficulty getting through the ski lift gates, you are asked to take good care of your ski pass.

It is recommended to the users of the cable-cars and ski runs of the ski station to read the ministerial decree of the different districts on this subject.

#### **16 – TRANSLATION AND APPLICABLE LAW**

These General Conditions of Sale are submitted to the French law, for its interpretation as well as its implementation.

In the case of difficulty of interpretation or implementation of any clause in the above General Conditions of Sale, the French version will apply expressly and exclusively. If no settlement is found, the parties can contact the Tourism and Travel Mediator for advice on [www.mtv.travel](http://www.mtv.travel).