



## **GENERAL CONDITIONS FOR ON-LINE SALES**

### **FOR TRANSPORT COUPONS SOLD BY SAGETS AND USABLE ON SKI LIFTS OF THE GETS / MORZINE AND PORTES DU SOLEIL DOMAINS**

Sagets is a mixed private-government company registered since 23 October 1990 in the Annecy Commercial Court Register under the number B 379 926 025, with a corporate capital of €944,452.

Its head office is at Maison des Gets, BP 28 F- 74260 Les Gets.

Phone : 04 50 75 80 99 - Fax : 04 50 75 88 33 - e-mail : [info@sagets.fr](mailto:info@sagets.fr).

N° SIRET = 379 926 025 00014 - code APE = 4939C - n° TVA = FR 543 799 260 25 - IBAN+RIB : (FR76)10096185310002332900153 - BIC : CMCIFRPP

These conditions concern the online sale of transport coupons on the Web site <http://www.sagets.fr> , for use of the ski lifts on the Les Gets/Morzine and Portes du Soleil domains.

The site hoster is Agence Booba - 660 chemin des Fourches - F 73000 Sonnaz - 33(0)4 79 71 99 10 - [info@booba.fr](mailto:info@booba.fr) -Publication Director Laurent Julliot.

#### **Article 1**

Coupons sold as a package are indicated under the heading "package" - "package rates."

The rate levels applied for the transport coupons differ by subscription duration and ski domain accessible with the coupon. These sales conditions are additional to the general sales conditions you could find at the ticket office. Display of these sales conditions is taken entails the fact that the buyer accedes to them fully and without reserve.

#### **Article 2: Prices**

Packages prices are given with all taxes included (TTC) in euros. These have a contractual value.

#### **Article 3 : The hands free card**

The hands free card is obligatory for an online purchase (you can buy 'barcode" lift pass only at the ticket office). The price is 3 €. This card can be recharged and it isn't refundable. The no-hands support is offered for a lift pass costing 200 €

#### **Article 4: Package utilization conditions**

The transport coupon delivered is strictly personal and is non-transferable.

The duration of validity of a transport coupon is not indicated on the support by on the Web order recapitulation.

During its validity, the coupon gives right to free circulation on the ski lifts in service on the ski domain corresponding to the package validity zone. The user must carry his transport coupon throughout the trip from the ski lift departure area to arrival area. It may be requested at any time to check its validity.

The user who has no transport coupon or uses a non-conforming or falsified transport coupon is liable to a lump-sum fine of 5 (five) times the value of the ticket concerned, in accordance with the laws in force (law no. 85-1407 of 30 December 1985). The package can be blocked in case of fraud.

Any child younger than 5 years must be accompanied and no package coupon will be delivered.

#### **Withdrawal of the transport coupon**

The transport coupon can be taken from the offender by a sworn conductor in the following 3 cases:

- to report proof of a misdemeanor (forgery, fraud, etc.) to be provided in support of a complaint filed with the Gendarmerie,
- to return the transport coupon to the true owner,
- to report justification of a fine (use of a non-conforming transport coupon).

#### **Article 5: Loss or theft of the transport coupon**

In case of loss or theft, duplicates can be delivered only for package coupons on "no-hands" support, upon presentation of the sales slip mentioning the package number, with €10 charge for administrative costs + 3€ for replacement of the no-hands support and one day off. Packages of fewer than three days will not be replaced. If found again, they are collected by a central service (Ski lift cashier located in the "Maison des Gets," phone 04 50 75 80 99). Duplicates are delivered at the cashier's inside the Maison des Gets. No packages will be reimbursed.

#### **Article 6: Indemnity in case of service interruption**

There is no compensation for partial service interruptions because of storm or maintenance. Only if more than 90% of the facilities to which the transport coupon gives access are stopped for a full day or more will compensation be calculated, at the end of the stay, and will then be equal to the difference between the price paid by the customer and the days used by the user, multiplied by the base rate.

The user cannot claim any sum or service exceeding this lump sum indemnity.

#### **Article 7: Indemnity in case of illness, accident or personal reasons**

Transport coupons will not be reimbursed for accident, illness or any other personal reason, whatever the duration of the package. An insurance service can cover this risk: see article 6.

### **Article 8: Order and order execution**

The order is placed only on line on the Web using the site [www.skipass-lesgets.com](http://www.skipass-lesgets.com).

The order must be placed at the minimum:

- for a first order: 3 days before the first day of package validity;
- for an extension: 1 hour before the beginning of package validity.

The order is confirmed by an email addressed to the buyer in his electronic letterbox, stating:

- the order number;
- the buyer's address;
- order details: domain/validity duration/category of persons/date of 1st day of skiing/price/Web sale number;
- the place where the packages can be claimed;
- that "the right of retraction does not apply to the remote sale of transport coupons. Commercially, Sagets agrees to cancel an order in the 7 days following the order for packages of 3 days or more. To take advantage of this, just send an e-mail to [commandes@sagets.fr](mailto:commandes@sagets.fr) »

Payment is immediate and by bank credit card. The data recorded by the Banque Populaire "Cyberplus Paiement" online bank card payment system is proof of the financial transactions. The refusal to debit the buyer's bank account by his bank entails cancelation of the order process.

### **Article 9: Availability and delivery of transport coupons** (for a first order)

The transport coupons must be claimed from the claim point indicated on the order recapitulation.

Delivery of transport coupons prompts an identification and authentication process. To claim the coupon, the buyer has to have some means of proving his identity and, as the case may be, his age and parental relationship. The authentication process includes the buyer presenting the e-mail confirming the order or of the credit card used for the transaction.

When the transport coupon(s) is(are) claimed, a signature will be requested (by the customer if the coupon is claimed at the cashier's, by the intermediary if there is another place of claim). The signature renders the sale final.

### **Article 10: Insurance**

Snowrisk insurance is proposed by the Diot Montagne firm.

- It covers the costs of search, rescue, transport, care, return to home country,
- It reimburses unused ski lift packages and ski courses.
- It reimburses unused packages in case of loss or theft, serious illness or bad weather.

Insurance duration is the same as the transport coupon validity duration.

The proof of order serves as proof of insurance.

### **Article 11 : « Early Booking PDS » and promo Les gets Morzine**

11.a. PROMO : Benefit from 20 % discount before 31<sup>st</sup> october on Les Gets / Morzine area (except for february school holidays) and from 10 % with "early booking" Portes du Soleil area

Promotion : No "bonus" points can be attributed to these reduced rate packages

11.b « Family » rate Les Gets Morzine

For simultaneous purchase, on line, of at least 4 Les Gets / Morzine packages of the same duration (6 to 14 consecutive days) at full rate, Sagets grants a 10% reduction.

No "Bonus" points can be attributed to these reduced rate packages.

Promotional offers can't be added with other reduction or promotion.

### **Article 12: Season package**

Packages on "no-hands" support will be prepared in advance for buying an online Seasonal package, under reserve of receipt of your ID photos by e-mail at [commandes@sagets.fr](mailto:commandes@sagets.fr) or by snail mail addressed to Maison des Gets)/B.P. 28/ F - 74260 Les Gets.

### **Article 13: Claims, suggestions and clientele service**

Claims and suggestions may be made in writing to the Sagets head office (SAEM SAGETS, Maison des Gets, B.P. 28, 74260 Les Gets) or by phone (+33 (0)4 50 75 80 99 ) or by e-mail to [info@sagets.fr](mailto:info@sagets.fr), or on claims sheets available at tourist office.

### **Article 14: Holding of private and nominative data**

The Site guarantees that it at no time holds confidential data related to operation of the payment system by bank card. The nominative data collected by the Sagets company as part of order processing will not be given to external companies. The buyer and people mentioned have, in accordance with the "Computers and Freedoms" law of 6 January 1978, a right of access and rectification which they can exercise at the head office of the Sagets company. To exercise this right, send an e-mail to [commandes@sagets.fr](mailto:commandes@sagets.fr)

### **Article 15: Applicable law and disputes**

The present contract is subject to French law.

Before any legal dispute, the parties agree to follow a conciliation procedure.

In case of legal dispute, only the courts within the jurisdiction of the Tribunal de Bonneville are competent.