

**SKI LIFTS**



**GENERAL TERMS AND  
CONDITIONS  
OF INDIVIDUAL  
SALES  
AND USE  
2023 / 2024**

**Legal information about the operator named “the Company” hereafter:**

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Registered capital of € 2.812,500 - Thonon Corporate & Trade Register No. 795 680 131 – SIRET No.  
795 680 131 00013 – APE code 4939C Intracommunity VAT No.: FR 947 956 801 31

**Website** [www.skipass-chatel.com](http://www.skipass-chatel.com) hosted by E-LIBERTY SERVICES SAS

23, avenue du Léman – BP 413 – Savoie Techno lac – 71372 Le Bourget du Lac cedex.

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## I. TRANSPORT CLAUSES

- I.1. The ski lift society company guarantees customers holding a valid ticket unlimited circulation of the ski lifts installations corresponding to the category and duration of validity of their tickets.
- I.2. Lift passes are non-assignable and non-transferable unless they are bearers and if no reduction was applied.
- I.3. In the event of a skiing accident or for any other personal cause preventing the customer from using the ski lifts, partially used tickets shall not be reimbursed by the Company. Insurance covering this risk is on sale at ticket counters and on the Company's online sales website.
- I.4. The ski lift society company cannot be held responsible for fortuitous events, due to any person foreign to the organization and the delivery of the service or for any reason attributable to the buyer, the beneficiary or to the partner. The obligations contained in the terms of these General Conditions of Sale will therefore not be applicable or will be automatically suspended and without compensation.
- I.5. So-called "hands-free" access to the installations does not in any way exempt users from having to present their ticket for inspection at any time and at the request of the Company's inspection staff.
- I.6. The absence of a ticket or the use of an irregular or counterfeit ticket shall result in the immediate expulsion of the customer from the ski area.
- I.7. Customers are responsible for their own safety and must ensure that there are no straps, strings or fastening cords hanging from their clothing and/or luggage, backpack, etc. that may become trapped or caught by the moving mechanical parts of the ski lift machinery they are using. The customers must respect the regulations displayed at the beginning of the ski lifts. It is the same of the respect of the local by-law relating to the security on the slopes.
- I.8. Customers are deemed to be tacitly in compliance with the contract of transport of people on la Chapelle d'Abondance ski lift installations (general terms and conditions of sale), a copy of which is available for consultation at every sales outlet and can be downloaded from the website <http://www.lachapelle74.com>.
- I.9. The contract of the transport of people is made up of all of the transport clauses, of all of the pricing rules and the instructions published by the ski lift company.

### I2.0. Translation – Applicable law and Regulation of Litigations

This contract is subjected to the French right. Consequently and in the event of difficulty of interpretation or application of any of the provisions of the general terms, it will be advisable to refer expressly and exclusively to the French version. In the absence of satisfactory answer to a claim deposited with the counters or by mail with the company at this address:

“SELCA SAS – 1431 route de Vonnnes – 74390 CHATEL”.

The Customer are informed of possibility of resorting to a procedure of mediation near the Mediator of Tourism and Trip (MTV Médiation Tourisme Voyage, BP 80,303 - 75 823 Paris Cedex 17) according to the methods laid down on the website [www.mtv.travel](http://www.mtv.travel) , and within maximum one (1) year as from the written claim formulated near the Owner.

In the absence of amicable settlement, the litigation will be carried in front of the courts of competent jurisdiction.

## I.2.0. COMPLIANCE WITH SANITARY MEASURES AND RULES - SPECIAL PROVISIONS

As part of the state of health emergency (and possible subsequent measures) to deal with the Covid-19 epidemic, the company has put in place special provisions meeting regulatory health requirements and communicates on the measures to hygiene and social distancing known as "barriers".

The user is required to comply with these regulatory requirements and sanitary measures.

Any customer is required to comply with these regulatory requirements and sanitary measures. As such, the customer undertakes to respect the instructions, both written and verbal, if applicable (and the pictograms supplementing them if necessary) which will be sent to him and provided by the company and by its staff, upstream as well as during the course, its presence on site and the performance of the service.

## II. LIFT PASSES

### PRICES:

Prices of ski passes are in Euros all taxes included with the VAT rate applied on the purchase date subject to change during the season if there are changes in the French financial law.

In case of events in the ski area, the company reserves the right to change the rate of the pedestrian ticket. The rates are calculated according to the categories of people and the degressivity on the basis of the full adult day rate, rounded up to the 50 cents higher. Differentiation between the cash rate at the counters and the online sales price of the Portes du Soleil ski-passes (individuals and groups).

A lift pass comprises a *card* on which a *ticket* is saved electronically.

**WE ADVISE ONLINE SALES TO BENEFIT FROM OUR BEST PRICES (THE PRICES ON THE SITE [WWW.SKIPASS-LACHAPELLE74.COM](http://WWW.SKIPASS-LACHAPELLE74.COM) ARE LOWER THAN THOSE APPLIED TO THE SKI LIFT TICKET OFFICES)**

### II.1. IDENTIFICATION OF TICKETS

**Tickets are identified by the internet or wtp number.**

Tickets valid for 8 days or longer must be identified by a recent photograph of the holder, which will be registered in the computer system of control of ski-passes.

### II.2. TICKETS

These can be:

- ✓ **Nominative:** Season and partial season pass on which the user is identified in full: last name, first name, address and photograph ((the photo will be kept by the Operator in its computer ticketing system to facilitate any reloadings or reissues of the Pass, unless opposed by the customer): season lift passes and partial season lift passes

The automated processing of nominative information was established in order to create a ticket database and consumption-tracking database. The Company is responsible for the automated processing;

In accordance with the French data protection law (the Loi Informatique et Libertés) of 6th January 1978, persons concerned by the automated processing of nominative information have the right to object to, access, modify, correct and delete data concerning them.

- ✓ **Personal:** Tickets on which the user is partially identified (photograph with no identity or address): lift passes valid for 8 to 15 days and Super Seniors.
- ✓ **Bearer:** Tickets from which user identification is completely absent.  
hourly lift passes, lift passes valid for 1 to 7 days, and single-trip tickets.

## II.3. THE DIFFERENT CARDS

Tickets for lift passes valid for less than 4 days can be programmed on "Hands-Free"-single use type cards or alternatively on "Hands-Free"- rewritable type cards subject to the payment of a supplement of three euros.

Lift passes valid for 3 or more days are published on a "Hands-Free"- rewritable type cards subject to the payment of a supplement of three euros.

Return tickets and points cards are issued on "Hands-Free"-single use type cards provided free of charge by the Company. These tickets are time-specific and cannot be used simultaneously by several users.

### II.3.a. "Hands-Free"- rewritable type cards

This system allows the customer the immediate convenience of not having to insert their ticket at the lift gates since the information is read remotely.

**These cards are reusable and can be used to recharge the ski passes on the website: [skipass-chatel.com](http://skipass-chatel.com) and are not compatible with the online loyalty system.**

### II.3.b. "Hands-Free"-single use type cards

This system allows the customer the same comfort of not having to introduce their ticket at lift gates since the information is read remotely. But its less rigid constitution increases the risks of deterioration. This type of card cannot be recharged through the website, and they are not compatible with the online loyalty system. In concern for the environment, recycling boxes are available on all the ticket counters and throughout the various places of the resort.

## II.4. LOYALTY SYSTEM

To join the loyalty system "My Club Portes du Soleil" and get information, you simply need to have a rewritable free hand card available at the counters for 3 euros and log on to the website:

<http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

## II.5. SKI AS YOU PLEASE

The "Hands-Free" operating system makes it possible to offer users tailored ski options such as:

### II.5.a. in the "Châtel Liberté" ski area

Time-specific options over 7 days (valid throughout 7 days):

- ✓ 5 non-consecutive days (throughout 7 days)
- ✓ 6 non-consecutive incomplete days with 5 hours skiing per day (throughout 7 days)
- ✓ 4 non-consecutive days (only for children's groups 'stays throughout 7 days)

### II.5.b. in the "Portes du Soleil" ski area

Time-specific options for the winter season (valid throughout the winter season):

- ✓ 5 non-consecutive days

These tickets must be used before the end of the current 7 days, or of the current season (according to the chosen formula). If this is not the case, no reimbursement will be payable.

### **III. INSURANCE**

Since personal insurance policies do not necessarily cover all of the risks incurred while skiing, two appropriate insurance products are offered to customers:

#### **III.1. DAY INSURANCE - SNOW RISK**

Snow Risk day insurance is taken out nominatively. It is available for duration of 1 day to 21 days maximum.

It is generally bought at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is bought during the period of validity of a ski lift pass, the end of validity of both the lift pass and the insurance must be the same.

Note that the date stated on the ticket receipt refers to the current season and the date when the insurance was purchased.

The proof of purchase does not state the number of days of insurance taken out but refers to the current season and to the date on which the insurance was purchased.

The insurance is determined by the date of purchase of the insurance and by the duration of the insurance, with the exception of insurance bought online with the purchase of lift passes or by order form before the start of the season.

More information: [www.snowrisk.fr](http://www.snowrisk.fr) or at the ticket counters.

#### **III.2. ANNUAL INSURANCE – « ASSURENSPORT » PORTES DU SOLEIL**

Assurensport insurance is valid for one year.

It can be taken out individually or for a family of at least 4 people.

More information: [www.assurensport.com](http://www.assurensport.com) or at the ticket counters.

Snowrisk and Assurensport insurances guarantee exemption from administrative fees of € 50 invoiced for any ski patroller intervention.

### **IV. RIGHT OF WITHDRAWAL**

Customers purchasing lift passes valid for 3 or more days have 24 hours in which to check that the tickets issued by the sales assistants are correct.

During this period they can change their mind about their initial choice of lift passes made when purchasing the tickets. They are permitted either to change the type of lift passes chosen (Châtel Liberté or Portes du Soleil) or to extend the duration of the lift passes.

Once the withdrawal deadline of 24 hours has elapsed, no changes to lift passes are permitted.



## V. DUPLICATING SKI PASS

### V.1. LOST, STOLEN OR DESTROYED TICKETS

Duplicate tickets can be issued only if the operator is able to block the use of the lost, stolen or destroyed ticket. The holder must quote the ticket number, which is shown on the ticket receipt or on the online confirmation of sale.

Any customer to whom a duplicate lift pass is issued must settle the amount payable for the "hands-free" card on which the lift pass will be programmed. The lost or stolen tickets 'bonus points are definitively lost.

### V.2. FORGOTTEN TICKETS

Forgotten tickets shall not be replaced. Skiers without a ticket who have left their ticket at their residence must pay the cost of the day of skiing they consume.

The cost of the additional lift pass purchased shall be reimbursed on presentation of the two tickets and of an identity card once it has been established by appropriate reading of the card that the forgotten lift pass has not been used.

## VI. TOTAL OR PARTIAL REIMBURSEMENT OF TICKETS

In the event that a ski-pass has not been used or partially used (illness, accident or any other personal cause to the customer), it shall not be reimbursed or exchanged, unless otherwise provided by article 7 as follows.

It may be possible to cover this type of risk with specific insurance policies also covering rescue expenses in case of accident on the ski trails or lifts. Any information to this effect is to be requested from the point of sale.

Points cards and tickets for non-consecutive days must be used up **during the current season**. After this time they cannot be used, and no reimbursement or deferral of validity can be made.

### VI.1.a. Skiers holding Snow Risk insurance or Assurensport insurance.

The cover of these skiing-specific insurance policies provides for compensation to be paid by the insurance policy and under no circumstances by the Company for days when the lift pass is not used, on presentation of a medical certificate.

See details of the insurance cover (information provided by the insurer available at all ticket counters) and on [www.snowrisk.fr](http://www.snowrisk.fr) or [www.assurensport.com](http://www.assurensport.com)

### VI.1.b. Skiers not holding Snow Risk insurance or Assurensport insurance.

Only commercial compensation may be possible, subject to assessment of the situation by the general management.

Any compensation is then granted shall be in the form of a credit to be used on the online sales site [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com), and the amount of which is equivalent to a quarter of the ski days lost.

The members of the family shall not be entitled to compensation.

The ceasing of skiing in the absence of an event of "force majeure" simply due to personal reasons shall not be compensated. It shall not result in any entitlement to total or partial reimbursement of the lift pass.

## VII. CLOSURE / STOPPING OF SKI LIFTS

Arrangements implemented by the Company shall be made only in the case of the closure of a **significant number** of ski lifts and ski trails and in the event of force majeure (a cut in the power supply, exceptional weather conditions, etc.).

### VII.1. CESSATION OF SALE

No ticket valid for more than 1 day will be sold.

### VII.2. REDUCTION OF PRICES

The price of day tickets shall be reduced in line with the proportion of traffic affected:

% Of installations affected for the day	% Reduction in prices
Between 35% and 59%	20 %
Between 60% and 70%	30 %
More than 70%	40 %

### VII.3. COMPENSATION IN THE EVENT OF REDUCED PRICES FOR PARTIAL CLOSING

Customers in possession of a ticket obtained **before** the interruption of operation of the ski lifts and ski pistes may be offered compensation for the prejudice suffered, depending on the number of days of closure and on the type of ticket.

They shall be granted:

- either an immediate extension in duration
- or a credit note, in duration, to be used either before the end of the current season or during the following season
- or deferred reimbursement equal to the difference between the price paid by the user and the number of days used, multiplied by the daily price in force.

The degressivity (proportionately cheaper price for a longer duration) of lift passes covers its potential non-consumption.

Only Passes having been purchased and paid for directly by the Customer to the Operator can be compensated

### VII.4. CONNECTION FOR THE PORTES DU SOLEIL

When the connection for the resort of Avoriaz is interrupted for a duration that exceeds 50.00% of the period of validity of the ticket, the proportion of the lift pass price that exceeds the price of a lift pass for the Châtel Liberté ski area for the same duration shall be reimbursed.

### VII.5. EVACUATION FROM SKI LIFT



In the event of the evacuation people transported on an out-of-service ski lift, passengers holding one-day or half-day passes shall be compensated with a one-day or half-day pass, following verification (see compensation table). Passengers holding tickets valid for more than 1 day shall not receive compensation.

#### **VII.6. FORCE MAJEURE - 2022/2023 SEASON PASSES - COMPENSATION CONDITIONS.**

By force majeure is meant any unforeseeable, irresistible and external event, independent of the will of the parties, such as those usually retained by the jurisprudence of French courts and tribunals, and, in particular, without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

In the event that all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2022/2023 winter season passes will be subject to:

- Either a credit (on the customer's account on [www.skipass-chatel.com](http://www.skipass-chatel.com)), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force,
- or a postponement for the following season.

**Any request for compensation must be sent by email to [selca@lachapelle74.com](mailto:selca@lachapelle74.com) or by letter to SELCA SAS - 1431 route de Vonnès- 74390 CHATEL within 30 days of the end of the ticket's validity. Beyond this period, requests will not be processed.**

### **BAD WEATHER RATES SECTEUR CRET BENI**

#### **Pour fermeture secteur Panthiaz**

	Adults	Children	Teenager / Séniors
5h00 (1)	22,00 €	17,00 €	21,00 €
1 day	26,00 €	20,00 €	24,00 €
2 days	50,00 €	38,00 €	46,00 €



**Lift pass compensation rules in the event of the  
interruption of operation of ski lifts because of storms**

**1 day of interruption**

lift pass purchased	reimbursement of	voucher for
2 days		1 day
3 days		1 day
4 days		0.5 day
5 days		0.5 day
6 days		loss covered by degressivity
7 days		loss covered by degressivity
8 days		loss covered by degressivity

**2 days of interruption**

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days		2 days
4 days		1.5 days
5 days		1 day
6 days		0.5 day
7 days		0.5 day
8 days		0.5 day

**3 days of interruption**

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days	3 days	
4 days		2.5 days
5 days		2 days
6 days		1.5 days
7 days		1.5 days
8 days		1 day

**4 days of interruption**

lift pass purchased	reimbursement of	voucher for
2 days	2 days	
3 days	3 days	
4 days	4 days	
5 days		3 days
6 days		2.5 days
7 days		2 days
8 days		1.5 days

## VIII. PRICE REDUCTIONS RELATED TO CUSTOMER AGE

Obtaining free or age-related price reduction implies the mandatory presentation of proof of identity (identity card, passport...)

**VIII.1.a. All duration ski-pass except season ski pass, the age of users shall be deemed to be that on the date of the first day of validity of the lift pass purchased, without exception, according to the table below:**

- Young children <sup>*(1)</sup> :	Under 5 years old
- Children:	5 to 15 years old
- Young adults:	16 to 25 years old
- Adults:	26 to 64 years old
- Seniors:	65 to 74 years old
- Super Seniors:	75 years old and older

### VIII.1.B PRICES RELATED TO AGE OF CUSTOMER

#### **Châtel Liberté lift pass:**

- Young children <sup>*(1)</sup> :	Free
- Children:	25.00% off the Adult price
- Young adults:	10.00 % off the Adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the Adult price
- Super Seniors:	60% off the full Adult day price, purchase at the cash desk only. Season pass: €200, purchase at the cash desk only.

#### **Portes du Soleil lift pass:**

- Young children <sup>*(1)</sup> :	Free
- Children:	25.00% off the Adult price
- Young adults:	10.00 % off the Adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the Adult price
- Super Seniors:	60% off the full Adult day price, purchase at the cash desk only. Season pass: €260, purchase at the cash desk only;

#### **La Chapelle d'Abondance lift pass:**

- Young children <sup>*(1)</sup> :	Free
- Children:	25.00% off the Adult price
- Young adults:	10.00 % off the Adult price
- Adults:	<i>Normal price</i>
- Seniors:	10.00 % off the Adult price
- Super Seniors:	60% off the full Adult day price, purchase at the cash desk only. Season pass: €140, purchase at the cash desk only;

<sup>\*(1)</sup> Free transport on the ski lift installations on condition that they are accompanied by at least one adult in possession of a valid lift pass. They must get a free ticket, delivered at the cash desks.

**In order to benefit from the price reduction related to age proof of identity is required (identity cards, passport, etc).**

**VIII.2. FORFAITS SAISON, the age of the user is assessed according to the calendar year of birth and upon presentation of a proof, according to the table below:**

- Free Kid – 5 years old: (born from 2019)
- Kid: between 5 and 15 years old (born between 2008 and 2018)
- Young: between 16 à 25 years old (born between 1998 and 2007)
- Adult: between 26 and 64 years old (born between 1959 and 1997)
- Senior: between 65 and 74 years old (born between 1949 and 1958)
- Super Senior: from 75 years old (required photo from 2 days) : (born before 1949)

**IX. PRICE REDUCTIONS RELATED TO TYPE OF CUSTOMER**

Reductions in price related to type of customer cannot be accumulated.

**IX.1. FAMILY SEASON LIFT PASS**

**IX.1.a. Families in the la Chapelle Liberté ski area**

Families are entitled to a reduction of **10% on the individual public price** (excepted on reduced prices) **of the Liberty area pass only**, regardless of the period of validity of the lift pass.

The "Families" price is granted for the 5 hours, 1 day, 2 days and 3 days ski-passes on sale only at the counters in accordance with the following criteria:

- Minimum 4 ski lift passes,
- Of the same period of validity,
- issued at the same time (in one payment transaction),
- For use by members of the same family comprising of at least 2 children or teenagers and at most 2 adults (parents / children - grandparents / grandchildren, stepparent families, etc.).

**IX.1.b. Families in the Portes du Soleil ski area**

✓ Families are entitled to a reduction of 10% on the individual public price (except on reduced prices)

The **Portes du Soleil** "Families" price is granted for the 5 hours, 1 day, 2 days and 3 days ski-passes on sale only at the counters and in accordance with the following criteria:

- Minimum 4 ski lift passes, 2 generations to the maximum
- of the same period of validity,
- issued at the same time (in one payment transaction),
- for use by members of the same family, comprising among which 2 adults/seniors maximum.

**IX.1.c The Tribes on the Portes du Soleil area and Liberté area**

Discount of 10% on the purchase of 4 ski passes minimum, same duration and same validity (4 days minimum) - Without obligation of kinship or age restriction. One payment for the transaction, on sale at the counters and online: [www.skipass-chatel.com](http://www.skipass-chatel.com)

**IX.2. GROUPS**

Groups are entitled to a reduction on the individual public price (except season lift passes) of the Châtel Liberté and Portes du Soleil lift passes (only online); discounts are dependent on the number of people making up the group:

**IX.2.a. Reductions**

✓ Reductions valid in the Châtel Liberté and Portes du Soleil ski areas:

- Group comprising a minimum of 13 persons to a maximum of 49 persons: 10 %

- Group comprising a minimum of 50 persons to a maximum of 99 persons: 15 %
- Group comprising a minimum of 100 persons to a maximum of 199 persons: 20%

- ✓ Reduction valid in the Châtel Liberté ski area:
  - Group comprising more than 200 persons: 25 %
- ✓ Reduction valid in the Portes du Soleil ski area:
  - Group comprising more than 200 persons: 20%

#### **IX.2.b. Conditions for obtaining the "Groups" price.**

A group is a homogeneous and structured pre-composed collection of participants constituted in an ad hoc manner with the common purpose of undertaking a journey, holiday or excursion.

It must be represented by a single leader mandated by the other members of the group.

It must comprise at least 13 persons purchasing lift passes of the same duration and the same validity.

Supporting documentation related to the age of the users must be provided (list of participants stating the last name, first name and date of birth for each participant).

Only one payment shall be accepted for the service as a whole.

#### **IX.2.c. Other benefits related to the "Groups" price.**

- "Châtel Liberté Groups" lift pass: One free pass granted for every 20 lift passes purchased
- "Portes du Soleil Groups" lift pass: One free pass granted for every 30 lift passes purchased

### **X. SPECIFIC BENEFITS FOR CERTAIN TYPES OF CUSTOMER**

Certain types of customers are entitled to specific benefits.

The benefits granted are exclusive of all others.

Where they are fixed as a percentage, the benefits are applied based on the full public prices.

#### **X.1. DISABLED SKIERS**

Disabled skiers are entitled to the following price benefits:

***Disabled non-skiers are not entitled to special benefits.***

##### **X.1.a. Liberty and Portes du Soleil areas**

Concerns disabled persons with	Price reduction
"disabled person's card" (AI invalidity insurance) And one accompanying person if necessary	50% Except points cards* and season ski passes*

\*Points cards are available only for Liberty area, \* a 50% reduction is granted to the disabled people on the Châtel Liberté season ski pass, but not to the people who accompany him or her.

Disabled person cards issued by the French Ministry of Veterans state the degree of disablement, whereas civil disabled person cards (French Ministry of Labour) are issued only for disablements of more than 80%.

## X.2. STUDENTS

On presentation of a student card and identity card, students aged less than 25 years benefit from a reduction of 10% on the public adult price (excepted on reduced prices) of the **Châtel Liberté lift pass**.

**Entitlement to a category-based price reduction is subject to the presentation of supporting documentation.**

## XI. SPECIFIC BENEFITS FOR PROMOTIONAL OFFERS

Reductions in price related to type of customer cannot be accumulated with promotional offers.

**a) "Portes du Soleil online Early Booking" special offer for individual ski passes only**

15% reduction on Portes du Soleil lift passes valid for 5 to 15 days **except** during French school holidays (from January the 9 till February the 9 et from march the 12 till the end of the season) purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com), **from June the 30th till November the 15th.**

These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

**b) "Portes du Soleil one day ski-pass sale"**

30% reduction on the 1-day Portes du Soleil **lift** pass on Tuesday and Thursday, purchased one-line (on sale dice previous Friday and before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event.

The number of these special price ski-passes is limited, only 2 ski-pass per order and one order per customer.

**c) "Châtel Liberté" online Early Booking" special offer for individual ski passes on Liberté area Pre-season" special offer 5 to 6 days ski-passes**

15% reduction on Chatel Liberté lift passes valid for 5 to 6 days **except** during French school holidays (from January the 9 till February the 9 et from march the <sup>12</sup> till the end of the season) purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com), **from June the 30th till November the 15th.**

These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

**d) Commercial discount on ski-pass purchased on the internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com):**

4% reduction minimum on the Individual rate from 5 hours to 15 days, and on the tribes' rate from 4 days to 15 days, and from 5 hours to 6 days for Chatel Liberté.

**e) "Châtel Liberté area one day ski-pass sale"**

30% reduction on the 1-day Liberty area **lift** pass on Wednesday, purchased one-line (before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event. The number of these special price ski-passes is limited.



**f) "Portes du Soleil" special offer for individual SEASON ski passes**

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph (the photo will be kept by the Operator in its computer ticketing system to facilitate any reloadings or reissues of the Pass, unless opposed by the customer).

- Portes du Soleil **SEASON** lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **Adult: 912 € - Senior: 821 €, from March the 31st till September the 30<sup>th</sup> 2022.**
- Portes du Soleil **SEASON** lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **Adult: 1027 € - Senior: 924 € from October the 1st till November the 15<sup>th</sup> 2022.**
- Special Young people less than 26 years old (been born from January the 1<sup>st</sup> of 1997) season ski lift pass at **448 €**, purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 31st till September the 30<sup>th</sup>.**
- Special Young people less than 26 years old (been born from January the 1<sup>st</sup> of 1997) season ski lift pass at **530 €**, purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from October the 1st till November the 15<sup>th</sup>.**
- Special Children less than 12 years old (been born from from January the 1<sup>st</sup> of 2012) season ski lift **free of charge** purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 31st till November the 15<sup>th</sup> when buying one parent's adult (in direct line) Portes du Soleil season ski pass in the same time.**

**g) "Châtel Liberté" special offer for individual SEASON ski passes**

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- 30% reduction on the Chatel Liberté **SEASON** lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 30 till September the 30<sup>st</sup>.**
- 25% reduction on the Portes du Soleil **SEASON** lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from October the 1st till November the 15<sup>th</sup>.**

## XI. METHODS OF PAYMENT

The following methods of payment are accepted by the Company:

- **Bank cheque in €**, drawn on a bank account opened in France and made out to: SELCA La Chapelle d'Abondance. Proof of identity will be required for all payments of more than €15.
- **Bank card**
- **Chèque vacances issued by ANCV** on presentation of proof of identity.
- **Cash:**
  - up to a maximum of 10,000.00 euros in the case of a non-trading individual not taxed in France and after the recording by the Company of proof of identity and domicile.  
(décret n° 2015-741 du 24 juin 2015 Article L112-8 of the Monetary and Financial Code)
  - up to a maximum of 1,000.00 euros in the case of a non-trading individual tax domiciled in France
  - up to a maximum of 1,000.00 euros in the case of professionals who are partners of the Company and who pay their invoice in cash  
(décret n° 2015-741 du 24 juin 2015 Article L112-6 of the Monetary and Financial Code)

As a security measure, payments in cash can only be made for purchases at a sales outlet and not for distance purchases of lift passes (mail-order selling, online selling, etc.).

Each lift pass issued shall be accompanied by a sales document stating the nature of the ticket, its date of validity and its unique number.

## XII. RESALE OF LIFT PASSES

Any trade, exchanges, barter or resale of tickets, for all or a part of the availability is strictly prohibited except where permission is given by the operator by contractual provision.

If an offence is committed, legal action may be taken against offenders.

### XII.1 BREACH OF THE TRANSPORT CLAUSES

In the event of failure to respect the police regulations or these general terms and conditions of sale and use the lift passes may be withdrawn for evidential purposes.

Depending on the seriousness of the breach committed, it may result in the payment of a lump sum in compensation increased where applicable by the administrative costs or in legal proceedings and the payment of damages.

### XII.2. INSPECTION

The lift pass must be presented at every inspection.

The absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass in the category concerned (Châtel or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

The counterfeiting of a ticket or the use of a counterfeit ticket is punishable by criminal proceedings and damages.

In all the above-mentioned cases, lift passes may be withdrawn for evidential purposes and / or in order to return them to their owner.

### **XII.3. WRONG SKI LIFT AREA**

A customer having bought a sectorial ski-pass, finding himself inadvertently on another ski resort within the Portes du Soleil ski area, will be offered a ski pass of said sectorial area of a duration of two hours, at a reduced price, what will allow him (her) to visit said area, and to take back a connection lift at the end of these two hours to return on the initially chosen sectorial area.

### **XII.4. PENALTY CHARGE**

Local lift pass :	€ 260.00
Portes du Soleil lift pass :	€ 340.00

**The General Manager,  
Mr Bernard Hugon**

Société d'Exploitation La Chapelle d'Abondance  
SAS SELCA - 281 Route de Thonon  
74390 CHATEL  
Capital 100.000 EUR  
RCS Thonon B 823 420 500  
Siret 823 420 500 00014  
N°TVA : FR51 823 420 500

### **XIII. GENERAL TERMS AND CONDITIONS OF ONLINE SALES FOR WINTER 2023-2024**

**The Company offers its customers an online lift pass sales system that enables everyone to make their winter holiday choices, view lift pass details and prices and pay for lift passes 24 hours a day!**

To buy lift passes online the customer must use the Internet address (URL) of the server shared by the Company and Châtel Tourist Office, found on the Web at the following address:

<http://www.skipass-lachapelle74.com>

The online sale of lift passes is governed by the following arrangement:

#### **Article 1**

##### **Lift pass prices:**

To the exclusion of all other categories or types of lift passes, the online sale concerns only those prices explicitly and restrictively authorised by the Company to be sold by electronic means.

The lift pass prices shown are in euros including all taxes with the VAT applied at the date of purchase. They may change during the season in the case of changes to the French financial law. They are contractually binding.

The duration of the lift pass and the ski area covered by it account for the different ticket prices. These terms and conditions are applicable in addition to the General Terms and Conditions of Sale displayed on site (at the ticket counters) and which can be downloaded from <http://www.chatel.com>.

#### **Article 2**

##### **Terms and conditions of use of lift passes:**

The tickets issued are strictly personal; they are non-assignable and non-transferable.

The validity of the tickets is not marked on the cards but on the Internet order summary. They entitle the holder unlimited circulation of the ski area and the operating ski lifts for the validity of lift pass.

The user must be in possession of his lift pass throughout the journey from the departure point to the arrival point of the ski lift.

In accordance with the legislation in force (Law 85-1407 of 30th December 1985), the absence of a ticket or the use of an irregular ticket is punishable by a penalty charge equal to 5 times the price of the one-day lift pass of the category concerned (Châtel Liberté or Portes du Soleil). Where applicable, it shall be increased by administrative costs, the sum of which is fixed by the regulation in force.

Children less than 5 years of age travel free of charge; they must be accompanied by an adult.

**Attention ! For passes from 5 hours to 15 days, if you start your ski day in a Swiss Portes du Soleil resort, your pass purchase must be made at the ticket offices of the 5 Swiss "Portes du Soleil" resorts or on the sales sites. following online:**

**- [www.skipass-pds-ch.ch](http://www.skipass-pds-ch.ch)**

**- [www.torgon.ch](http://www.torgon.ch)**

**Holders of passes from 5 hours to 15 days purchased in France must start their day of skiing from a French resort in the "Portes du Soleil."**

#### **Article 3**

##### **Loss or theft of ticket:**

In the event of loss or theft, a duplicate valid for the remaining period of validity not including the day on which the loss or theft is reported can be issued only in the case of lift passes on hands-free cards, on presentation of proof of the order stating the Internet number and subject to the payment of €3 for the replacement rechargeable hands-free card if the customer does not possess another one.

#### Article 4

##### **Compensation in the event that the resort does not open.**

If more than 50% of the installations do not operate because of bad weather conditions for the **whole** duration of the lift passes ordered, the Company has put in place a compensation system in the form of exchange vouchers redeemable during the same season or the following season.

#### Article 5

##### **force majeure - 2023/2024 season passes - compensation conditions.**

By force majeure is meant any unforeseeable, irresistible and external event, independent of the will of the parties, such as those usually retained by the jurisprudence of French courts and tribunals, and, in particular, without this list being exhaustive, administrative closure related to a pandemic, government or legal restrictions, legal or regulatory changes preventing the parties from continuing their activities, telecommunications blockages.

In the event that all ski lifts are interrupted due to a case of force majeure resulting in suspension of the contract for more than 15 consecutive days, the 2023/2024 winter season passes may be subject to: Either. Either a credit (on the customer's account on [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com)), corresponding to the number of closed weeks multiplied by the price of the Season pass reduced to the number of opening weeks initially planned deducted from a waiting day at the base rate in force, or a postponement for the following season.

#### Article 6

##### **Compensation in the event of illness or accident or for personal reason**

No reimbursement of tickets shall be made for accident, illness or any other personal cause regardless of the duration of the lift pass. An insurance service is available to cover this risk: see article 7.

**Any request for compensation must be sent by email to [selca@lachapelle74.com](mailto:selca@lachapelle74.com) or by letter to SELCA SAS 1431 route de Vonnès- 74390 CHATEL within 30 days of the end of the ticket's validity. Beyond this period, requests will not be processed.**

#### Article 7

##### **Ski insurance**


Snow Risk insurance, available per day, is nominative. It is available for duration of 1 day to 21 days maximum.

It is generally taken out at the time of purchase of the ski lift passes. In this case, the duration of the insurance must be identical to that of the ski lift pass.

In the case that an insurance policy is taken out during the period of validity of a ski lift pass, the insurance and the lift pass have to end on the same day.

Note that the date stated on the ticket receipt refers to the current season and the date that the insurance was purchased. It does not state the exact number of days of the insurance.

The insurance cover is determined by the date of purchase of the insurance and by the number of days for which insurance has been bought for, with the exception of insurance bought during the online purchase of lift passes or by order form before the start of the season.

The duration of insurance is the same as the duration of validity of the ticket.  Remember to bring your order summary with you on holiday. If required, it will provide proof of purchase of insurance and will be essential in the event of an accident.

Details on [www.snowrisk.fr](http://www.snowrisk.fr)



## Article 8

### **Right of withdrawal**

In application of the article L121-21 of the consumption code, the customer has a 14 days delay from the payment date of his order to exercise his right of retraction without having to prove motives, nor pay any fines, by sending a letter by mail, registered with acknowledgment of reception to the Company.

The refund procedure begins within 14 days of date in which the Company is informed about the retraction, this can be postponed until the date of reception of the hands-free cards and exchange coupons if the order included these articles, or on the date in which the consumer supplies proof of expedition of the articles.

## Article 9

### **Hands-Free – rewritable type card**

Lift passes purchased online are compulsorily programmed on "Internet Hands-Free"-type rewritable cards which provide access to the installations without the user having to insert the card at the lift gates.

For the new customers who do not possess a Hands-Free rewritable type card with an Internet or WTP number, emitted in one of the Portes du Soleil ski resort, it is sold online at the price of €3.

For environmental reasons, recycling boxes for the cards that customers do not use anymore, are available at all the ticket counters and in the various places throughout the resort.

## Article 10

### **"Portes du Soleil Early Booking" special offer for individual ski passes only**

#### **a) "Portes du Soleil online Early Booking" special offer for individual ski passes only**

15% reduction on Portes du Soleil lift passes valid for 5 to 15 days **except** during French school holidays (from January the 9<sup>th</sup> till February the 9<sup>th</sup> et from march the 12<sup>th</sup> till the end of the season) purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com), **from June the 30<sup>th</sup> till November the 15<sup>th</sup>.**

These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

#### **b) "Châtel Liberté" online Early Booking" special offer for individual ski passes on Liberté area Pre-season" special offer 5 to 6 days ski-passes**

15% reduction on Chatel Liberté lift passes valid for 5 to 6 days **except** during French school holidays (from January the 9<sup>th</sup> till February the 9<sup>th</sup> et from march the 12<sup>th</sup> till the end of the season) purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com), **from June the 30<sup>th</sup> till November the 15<sup>th</sup>.**

These discounts only apply to full rates, they cannot be combined with family, group, or pass-group rates, or any other reduction.

#### **c) Discount on Portes du Soleil ski-pass purchased on the internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com)**

- 4% reduction minimum on the Individual Portes du Soleil rate from 5 hours to 15 days, and on the Portes du Soleil tribes' rate from 4 days to 15 days, and from 5 hours to 6 days for Chatel Liberté.

#### **d) "Portes du Soleil one Day ski-pass sale"**

- 30% reduction on the 1-day Portes du Soleil **lift** pass on Tuesday and Thursday, purchased one-line (on sale since previous Friday and before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event.



The number of these special price ski-passes is limited, only 2 ski-pass per order and one order per customer.

**e) "Châtel Liberté area one day ski-pass sale"**

- 30% reduction on the 1-day Liberty area lift pass on Wednesday, purchased one-line (before 12:00 am the day before) valid offer except during school holidays and "Rock the Pistes" event. The number of these special price ski-passes is limited.

**f) "Portes du Soleil" special offer for individual SEASON ski passes**

To benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **Adult: 912 € - Senior: 821 €, from march the 30<sup>st</sup> till September the 30th 2022.**
- Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **Adult: 1027 € - Senior: 924 € from October the 1st till November the 15<sup>th</sup> 2022.**
- Special Young people less than 26 years old (been born from January the 1<sup>st</sup> of 1998) season ski lift pass at 448 €, purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 31st till September the 30<sup>st</sup>.**
- Special Young people less than 26 years old (been born from January the 1<sup>st</sup> of 1998) season ski lift pass at 530 €, purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from September the 1st till November the 15th.**
- Special Children less than 12 years old (been born from from January the 1<sup>st</sup> of 2012) season ski lift **free of charge** purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 31st till November the 15<sup>th</sup> when buying one parent's adult (in direct line) Portes du Soleil season ski pass in the same time.**

**g) "La Chapelle Liberté" special offer for individual SEASON ski passes**

In order to benefit from these special offers, a proof of identity is required (identity cards, passport ...) as well as a photograph.

- 30% reduction on the Chatel Liberté SEASON lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from March the 31st till September the 30th.**
- 25% reduction on the Portes du Soleil SEASON lift passes valid all the season long and purchased via the Internet [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) or at the cash desks, **from October the 1st till November the 15th.**

Article 11

**Loyalty system – "Bonus" points**

To join the loyalty system "My Club Portes du Soleil" and get information, you simply need to have a rewritable free hand card available at the counters for 3 euros and log on to the website:

<http://en.portesdusoleil.com/prices/my-club-portes-du-soleil> and register within 14 days of your purchase.

## Article 12

### **"Family" price**

When at least 4 lift passes of the same duration (not including specially priced lift passes and season lift passes) are purchased online in a single transaction, the Company offers purchasers a 10 % discount. This price applies only to members of the same family; this discount is granted in accordance with the criteria in points: IX.3.a, and IX.3.b.

To benefit from the reduction granted to family's fares, a document of the national identity card and any document confirming a family association is needed (reloading during the online order).

## Article 13

### **Ordering and execution of the order**

#### **1) For the first order (the customer does not have a hands-free card with an "Internet" or "WTP" number)**

The customer chooses what type of ski pass he/she wants from the ski-pass catalogue, he completes the form and buy a hands-free card (Details are in the document called "stay informed" that can be read on [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com)).

The staff will program the card according to the wishes of the customer. It will then be delivered to him/her ready to use. The ski pass will be activated when passing through the first ski lift gate of the chosen domain (according to dates and the validities validated during the order).

#### **2) The customer already has a rewritable "hands-free" card with an "Internet" or "WTP" number**

In this case he/she can top up the required lift pass himself/herself using the Internet or WTP number that he/she shall enter when logging in.

Lift passes must be topped up at least 1 hour before use. The customer must print off a receipt stating the characteristics of the product purchased, as this may be of use in the event of an inspection or accident (for lift passes with insurance included).

On the day that the lift pass is used the customer must go to one of the lift gates positioned at the entry point of every ski lift in the Liberty ski area. When passing this gate his/her lift pass will be validated automatically.

Regardless of the type of lift pass purchased, the lift pass **MUST** be validated the first time the user uses a ski lift in the Liberty ski area.

When the customer uses a ski lift equipped with a lift gate, the characteristics of the lift pass will be displayed on the gate screen. On other installations inspection will be carried out by means of the receipt that the customer printed off when placing his order.

On completion of the ordering process, the Châtel ski lift company shall confirm the order in an e-mail that states:

- the merchant's identity,
- the date of the transaction,
- the transaction reference,
- the customer's contact details: last name, first name, address, post code, town, e-mail address and telephone number
- the details of the order
- the collection point of the lift passes and the hours that it is open to the public, *in the case of a first order.*

- the deadline for withdrawal: under the French law governing distance selling, the purchaser has the right to withdraw from the sale up to 7 (seven) days following the order.

The information recorded by the Company shall constitute proof of the nature, content and date of the order. The order shall be archived by Company. The customer can access this archived information by contacting the Customer Relations department.

Payment is due at the time of the order's validation, which shall not be processed until after definitive confirmation that the payment has been credited to the operator's bank account.

#### Article 14

##### **Secure payment:**

Payment for the order is immediate. Payment is fully secure and can be made solely by bank card. The cards accepted on the website are Carte Bleue, Visa and MasterCard.

For this type of transaction, the Châtel ski lift company uses "SP PLUS", an e-transaction telepayment platform from Caisse d'Epargne. This service includes the SSL universal standard of encryption and uses the "3D Secure" mode for payments' authentication. The confidential data are encrypted for transmission and do not pass via our servers, ensuring that your data remain totally confidential. The data recorded by the " SP PLUS " payment system from Caisse d'Epargne, which is open 24 hours a day, 7 days a week, constitute proof that the financial transactions have taken place. The refusal of the purchaser's bank to debit the purchaser's bank account shall result in the order process being cancelled.

#### Article 15

##### **Delivery of lift passes (not including top-ups):**

Lift passes shall be sent by post or collected by the purchaser from the ski lift ticket counter indicated upon confirmation of the order.

Postal delivery: lift passes shall be sent by first-class post (payable at the rate in force at the time of the order) and at the purchaser's expense. Postal delivery of lift passes shall take place within approximately 10 working days. The delivery time stated is calculated in working days and allows for the time required to process, prepare and send the order. The delivery time begins on validation of the order. The postal delivery time shall be added to this delivery time. The Company cannot be held responsible for any event (strike by the postal service, theft, etc.) that prevents the lift passes from reaching their correct destination.

The delivery fee payable by the customer is €2 for deliveries within metropolitan France and €2.50 for deliveries abroad.

Collection from an internet terminal: For purchasers not requiring postal delivery of lift passes, lift passes can be collected at any time on the days at withdrawal terminals located near the ticket offices and in "Chatel Tourisme" lobby. To collect the lift passes the purchaser must provide himself with the order number or the QR code that he will have received with the order confirmation. Collection of the ticket(s) renders the sale final.

#### Article 16

##### **Photographs:**

For all orders for lift passes valid for more than 7 days (including season lift passes), the purchaser's photograph must be included on the lift pass card (follow the instructions: click on browse (your photos) etc.

#### Article 17

##### **Customer Relations:**

For information, questions and complaints, the customer can contact the internet sales service from Monday to Friday between 9 am and 5 pm. This office is situated at the chair-lift Cret Beni.



: +33 (0) 450 73 50 16

E-mail: [selca@lachapelle74.com](mailto:selca@lachapelle74.com)

#### Article 18

##### **Data confidentiality:**

The personal information provided by the customer when purchasing lift passes shall not be passed on to any third party; unless the customer expressly objects, it shall be included in the Company's customer file, the objective of which is to make up a ticket and consumption-tracking database. In accordance with Law 78-17 of 6th January 1978, the customer has the right to access and correct information held about him at any time. To exercise this right, the customer simply must contact the Châtel ski lift company.

#### Article 19

##### **Intellectual property rights**

The placing of hyperlinks to the pages of the website <http://www.skipass-lachapelle74.com> used for the online sale of passes for the use of the ski lifts of Liberty area and the Portes du Soleil without the express authorisation of the Company is strictly prohibited.

#### Article 20

##### **Applicable law and litigation**

This contract is subject to French law. The contractual information is presented in French. Before any legal dispute, the parties undertake to resort to a conciliation procedure. In case of legal disputes, only the courts of jurisdiction of the Court of Thonon-les-Bains will be competent.

These conditions are supplemented by the "general conditions of sale and use of tickets" available for consultation in all the sales points of the station and downloadable on <http://www.chatel.com>.

Website: [www.skipass-lachapelle74.com](http://www.skipass-lachapelle74.com) hosted by E-LIBERTY SERVICES SAS

23, avenue du Léman - PO Box 413 - Savoie Techno Lake - 71372 Le Bourget du Lac cedex.

**The General Manager,  
Mr Bernard Hugon**

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