

SPECIFIC TERMS SALE CANCELLATION BECAUSE OF COVID-19 2022-2023 WINTER

SOREMET : Public limited company with a capital of 1 120 000 € registered on the trade and companies register of ALBERTVILLE, under the number 077 220 515, which head office is located in FONTCOUVERTE-LA TOUSSUIRE, intra-community VAT FR46 077 220 515.

Contact: info@sybelles.ski.

GENERAL

The specific terms of sale have been made necessary due to the purchase context (Covid-19), and are applicable to a certain category of customers.

The decree of 22 January 2022 n° 2022-51 specifies that the customer must be in possession of his vaccination pass to access to the ski lifts.

It complete by derogation, the general terms of sale and use AND the specifics terms of online sale of the Operator, in force, with regard to the conditions of cancellation and refund of stay due to Covid-19.

All terms of sale and use of skipass applicable to the ski resorts of La Toussuire le Bottières, and by extension to Les Sybelles, are available at all points of sale and online on the website www.sybelles.ski.

When purchasing a ski pass, the Customer adheres to these specific terms of sale as well as the general terms of sale and use and the specific terms of online sale.

CONTEXT

Two cases in which the Client would be forced to cancel his stay because of Covid-19 have been identified:

1. Cancellation due to the Operator.
2. Cancellation due to Customer.

Beware, these two cases of figures are applied to separate cancellation conditions (hereafter).

CONDITIONS OF CANCELLATION OF THE STAY DUE TO THE OPERATOR

In the event that the Operator is forced to cease its activity by administrative decision, the traditional conditions will be applied:

Should a complete shutdown occur – longer than half-day of 85% of the ski lifts of the ski area of La Toussuire les Bottières and then by extension that of Les Sybelles – and the purchase of a full price ski pass, may give rise to may lead to compensation for the damage endured by the client (except in cases of force majeure) on presentation of their ski pass and the establishment of a compensation note issued by the ticket offices personnel made on the complaints book available at all points of sale or via post within a 30 days period a posteriori the events, to the following address : SOREMET – 23 rue du Marolay – 73300 – LA TOUSSUIRE. Only passes acquired and paid by their holder directly to the Company, can lead to a direct compensation from the said-company.

The client may choose one of the following compensations, without claiming any benefits exceeding this lump-sum compensation:

⇒ Either, an immediate extension of the validity period of their pass;

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

⇒ Or, a refund proportional to the duration of interruption of the service of the ski lifts, based on a prorata calculation.

For the season and annual skipass, the Customer has the possibility to request the refund of his order if the Operator is forced to cease his activity by administrative decision according to the methods described below :

The customer has paid for his season pass "full price":

The amount of the refund will be calculated in proportion to the daily receipts, excluding season passes.

The Customer has paid his season pass at a "discounted rate":

The amount of the refund will be proportionate to the duration of interruption of the ski lift service based on a prorata calculation to which the Operator will deduct the percentage of the discount granted to the Customer.

CONDITIONS OF CANCELLATION OF THE STAY DUE TO THE CUSTOMER

By derogation from the conditions of modification and refund of stay provided by the general terms of sale and use and by the specific terms of online sale of the Operator, the Customer will be refunded for all his purchases and this, without costs, if he is forced to cancel his stay because of an administrative decision.

Cancellation conditions without costs :

The cases covered by this guarantee are:

- By administrative decision : containment / lockdown / travel restrictions / quarantine in the city or country of origin of the Customer, or in the ski resorts of La Toussuire les Bottières.

Exclusions:

- Refund requests when the reason was known at the time of booking (confinement, closed borders, quarantine already in force or others).

- All claims related to the "health pass" or "vaccine pass".

- Sales made by an intermediary who will then have to apply his own conditions of sale.

- Season passes are not refunded if the cancellation is due to the customer.

- If the customer or a relative of him is contaminated by covid-19 or if the customer is considered a contact case.

Supporting documents :

The Operator will receive only claims upon submitting the following documents:

- A valid proof, emanating from any competent authority (certification of the regional health agency, government decree, prefectural decree, municipal decree, certificate of a doctor or laboratory test positive to Covid-19);

- A refund application form ;

- A bank identity statement;

- Proof of purchase of the skipass (duplicata, bank ticket, delivery voucher...).

This documents must be downloaded from the internet platform provided for this purpose (see link below).

Time :

The cancellation request must be sent to the Operator no later than the day before the first day of the skipass validity. Any subsequent cancellation request will be denied.

Repayment:

Upon receipt of all these supporting documents, the Operator has a period of sixty days to proceed with the refund. If the file is not complete, the Operator is not obliged to make the refund.

The Management Team