



## General terms and sales conditions

### 1. General information

The general terms and conditions of sale apply to all services and products of Télé Leysin - Col des Mosses - La Lécherette SA, hereinafter referred to as TLML SA.

### 2. Tickets and subscriptions

#### 2.1. Validity

Tickets and subscriptions are personal and non-transferable. They are only valid during published operating hours.

#### 2.2. Loss or theft

In the event of loss or theft of a ticket or subscription, it is replaced once upon presentation of the purchase receipt. A processing fee of CHF 40.00 is charged for the issuance of the replacement card.

#### 2.3. Abuse / counterfeiting

Misused or counterfeit banknotes and subscriptions are confiscated. The same one provision applies to tickets used for a purpose other than that defined. The user must pay a compensation of 200.00 Swiss francs + the day of skiing.

Subject to civil or criminal law measures.

#### 2.4. Exchange / refund

Tickets and subscriptions cannot be exchanged later for other tickets or subscriptions.

In the event of illness or accident, no refund is granted.

**If the operation is entirely or partially suspended due to bad weather or force majeure (e. g. avalanche danger), the customer is not entitled to any refund.**

### 3. Transport exclusion

#### 3.1. General information

Persons may be excluded from transport if:

- they are intoxicated or under the influence of narcotics;
- they behave in an inappropriate manner;
- they do not comply with the requirements on the use of means of transport or on the behaviour of the passenger or do not comply with staff instructions based on them.



### **3.2. Transport for the practice of a sport**

If the weather conditions are unfavourable, particularly in the event of avalanche danger, people may be excluded from transport for the practice of sport.

In addition, persons may be excluded from transport for the practice of a sport if they endanger third parties just before the planned transport and if there are reasons to believe that they will continue to endanger third parties. In the event of a repeat offence or in serious cases, the ticket or subscription may be confiscated.

A third party is considered to be in danger when the person concerned behaved indelibly:

- has been on a slope exposed to avalanche danger;
- did not comply with safety signs and prohibition signs;
- objected to the safety instructions of the surveillance and rescue service ;
- does not respect the basic rules of prudence

### **4. Responsibility**

To the extent permitted, the liability of the ski lift company is limited to negligent and intentional behaviour on its part.

### **5. Rescue service**

**In the event of an accident on the premises of TLML SA and recourse to the emergency service, according to our scale, excluding transport and material costs, is invoiced to the injured customer. Third party costs (e. g. Rega, doctor) are directly borne by the client. Any claims for reimbursement must be submitted by the customer to his insurance company.**

### **6. Applicable Law / place of jurisdiction**

The contract between the customer and TLML SA is subject to Swiss law.

The place of jurisdiction is Ormont-Dessous, unless binding legal provisions provide for another.



## **7. Disputes**

This contract is subject to Swiss law.

TLML SA cannot be held liable for any damage of any kind, whether material or immaterial or physical, which could result from a malfunction or poor use of the packages marketed. The same applies to incorrect orders, keycard numbers incorrectly entered at registration, incorrectly selected package duration, incorrect birth date, etc.

TLML SA's liability shall, in any event, be limited to the amount of the order and may not be held liable for simple errors or omissions that may have remained despite all the precautions taken in the presentation of the packages.

Failing this, the Court of Vevey is the only competent court, regardless of the place of delivery and the method of payment accepted.

## **8. Guarantee**

TLML SA cannot be held responsible for non-compliance with the regulatory and legislative provisions in force in the customer's country.

TLML SA's liability is systematically limited to the value of the package in question, which is the value on the date of sale, and this, without any possibility of recourse against the brand or the company producing the package.

Leysin, March 2023

**TELE LEYSIN – COL DES MOSES – LA LECHERETTE SA**

Armon **CANTIENI** Director