

SKI LOCKER HIRE CONDITIONS - BRIDES-LES-BAINS

These ski locker rental conditions (the 'Rental Conditions') apply to any person ('the Client') reserving a ski locker (the 'Locker') at the locker facility located at Montée de l'Olympe in BRIDES-LES-BAINS) (the "Locker Facility").

The Rental Conditions govern the relationship between the Client and the company Méribel Alpina ('Méribel Alpina'), the company operating the Locker and having delegated its management to the company Konsign (acting under the name 'Skicase').

The finalisation of a reservation implies acceptance of the Rental Conditions by the Client.

ARTICLE 1. IDENTIFICATION OF MERIBEL ALPINA

Méribel Alpina is a société par actions simplifiée (simplified joint stock company) under French law with a share capital of €3,287,169.01. It is registered in the Chambéry Trade and Companies Register under number 075 520 064, and its intra-Community VAT number is: FR 20 075 520 064.

Its contact details are as follows:

- Registered office address: Lieudit Les Allues, 73550 Méribel Les Allues, France ;
- Postal address: 350 route de Mottaret, 73550 Méribel, France ;
- Telephone: +33 (0)4 79 08 65 32 ;
- Email: contact@meribel-alpina.com.

Méribel Alpina is insured by Allianz IARD (1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France).

Which is in turn registered as an insurance intermediary under number Orias 17007390.

ARTICLE 2. RESERVATION OF LOCKER

Clients can reserve a locker on the Myskicase website(<https://myskicase.com/>), on the Myskicase application, or at the terminal located in the Locker Facility.

Locker reservations for a period of less than six consecutive days are only open from the day before the first day of reservation.

The Locker Facility is open every day when the Olympe gondola is in operation, from 8.00am to 5.45pm.

All locker bookings take effect at 8.00am on the chosen day. It is valid until the chosen day at 5.45pm.

By finalising his/her reservation, the Client accepts that this reservation takes effect, where applicable, before the expiry of the withdrawal period stipulated in article 5.

ARTICLE 3. MODIFICATION OF THE RESERVATION

The Client may modify his/her reservation provided that it has not yet taken effect. To make this change, the Client must contact Konsign:

- By telephone on +33 (0)4 58 00 03 93; or
- By e-mail sent to the address info@myskicase.com and specifying the reservation number.

If the modification requires the provision of another locker than the one initially reserved, this modification will only take effect subject to the availability of this other locker.

If the change to the reservation results in an increase in the price of the reservation, this change will only take effect after payment of the additional price.

If the change to the booking results in a reduction in the price of this booking, the difference in price will be refunded to the Client by crediting the payment card used at the time of booking, or by bank transfer if the validity of this card has expired or if it was a single-use card. This refund will not incur any costs for the Client, with the exception of any costs resulting from a variation in the exchange rate.

ARTICLE 4. CANCELLATION OF THE RESERVATION

4.1. Cancellation initiated by the Client

The Client may cancel their booking provided that it has not yet taken effect. To cancel, the Client must contact Konsign:

- By telephone on +33 (0)4 58 00 03 93; or
- By e-mail sent to info@myskicase.com, specifying the reservation number; or
- By clicking on the hypertext link at the bottom of the message of confirmation of reservation; or
- By logging on to your personal account on the Myskicase website(<https://myskicase.com/>); or
- By logging into their personal account on the Myskicase application.

The price of the reservation will be refunded to the Client by crediting the payment card used at the time of the reservation, or by bank transfer if the validity of this card has expired or if it was a single-use card. This refund will not incur any costs for the Client, with the exception of any costs resulting from a variation in the exchange rate.

4.2. Cancellation initiated by Méribel Alpina

Méribel Alpina reserves the right to cancel any reservation without prior notice in order to protect the health or safety of the users of the Locker Facility and the staff working there.

The price of the reservation will be refunded to the Client by crediting the payment card used at the time of the reservation, or by bank transfer if the validity of this card has expired or if it was a single-use card. This refund will not incur any costs for the Client.

ARTICLE 5. RIGHT TO WITHDRAW

The Client has a period of fourteen days from the date of confirmation of the reservation to cancel the reservation, without having to give any reason. If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

To exercise this right, the Client must notify his or her decision to withdraw, before the expiry of the above-mentioned period, using the standard form attached to the Rental Conditions or by means of an absolutely clear unconditional statement. The completed standard form or the declaration must be sent to Konsign:

- By post to the following address Konsign, 500 route du Ruisset, 38360 Noyarey, France; or
- By e-mail to the following address : info@myskicase.com.

If the Client notifies his/her decision to withdraw after the reservation has already taken effect, he/she will be reimbursed for the part of the price corresponding to the reservation period following the communication of his/her decision to withdraw and the release of the Locker. This refund will be made no later than fourteen days from the date of notification of the decision to cancel, by crediting the payment card used at the time of booking, or by bank transfer if the validity of this card has expired or if it was a single-use card. This refund will not incur any costs for the Client.

ARTICLE 6. USE OF THE LOCKER

The Client undertakes not to store in the locker reserved by him any object unrelated to the exercise of a sporting activity or any perishable foodstuff. In particular, they must not store any dangerous items (weapons, explosives, flammable or toxic products, etc.) or illegal items (drugs, etc.).

The Client undertakes not to store any object outside the Locker that he/she has reserved.

The Client undertakes to Méribel Alpina that this obligation will be respected by any other person storing an object, with his or her express or implicit agreement, in or outside the Locker that he or she has reserved.

Méribel Alpina reserves the right to open or have opened the Locker reserved by the Client or any other locker used by the Client if it can reasonably suspect that an object is being stored there in breach of this clause. Méribel Alpina will alert the competent authorities in the event of the discovery of an object which must be reported in accordance with legal requirements.

Méribel Alpina reserves the right to take any action against the Client or a person for whom he is responsible in the event of theft of or damage to the equipment in the Lockers or the objects stored there.

ARTICLE 7. FAILURE TO REMOVE OBJECTS AT THE END OF THE RENTAL PERIOD

If the Client does not retrieve the items stored in the Locker at the end of the rental period, they must call Konsign on +33 (0)4 58 00 03 93 to retrieve them..

ARTICLE 8. LIMITATION OF LIABILITY

Méribel Alpina accepts no liability:

- In the event of theft or damage to goods stored in the Locker reserved by the Client if this Locker has not been locked in accordance with the instructions given in the Locker;
- In the event of theft or damage to goods stored in a locker other than the one reserved by the Client;
- In the event of the removal or destruction of any item stored in a Locker in breach of article 6.

ARTICLE 9. PRICE

The price of locker hire can be found on the Myskicase website(<https://myskicase.com/>), on the Myskicase application and in the Locker Facility.

ARTICLE 10. PAYMENT

All locker reservations must be paid for in advance.

Reservations are not completed until full payment has been received.

ARTICLE 11. PERSONAL DATA

The personal data collected when reserving a locker is processed in order to enable the Client to use the Locker that he has reserved.

This processing is necessary for the performance of the rental contract concluded between Méribel Alpina and the Client.

The data is transmitted to Méribel Alpina, responsible for its processing, and to the company Konsign, acting as a sub-contractor of Méribel Alpina.

The data appearing on the invoice relating to the reservation is kept for ten years following the end of Méribel Alpina's financial year during which the reservation was made. The other data is kept for five years following its collection if the price of the reservation is less than 120 €, for ten years following its collection if the price of the reservation is equal to or greater than 120 €.

The Client has the right to access the data concerning him/her, to have it rectified or deleted, to transfer it or have it transferred to a third party, to obtain the limitation of its processing or to oppose its processing. Méribel Alpina will comply with the request subject to compliance with its legal obligations.

The Client may receive the information presented above in writing.

He may exercise these rights by contacting the Méribel Alpina Data Protection Officer:

- either by post to the following address Méribel Alpina, Protection des données personnelles, 350 route de Mottaret, 73550 Méribel, France; or
- by e-mail to the following address: privacy@meribel-alpina.com.

In the interests of confidentiality and protection of your personal data, Méribel Alpina reserves the right to ask the Client for proof of identity before responding to his/her request. They may thus be asked to produce an identity document stating their date and place of birth and bearing their signature.

Finally, the Client has the right to make a complaint to the Commission Nationale de l'Informatique et des Libertés (CNIL) if they feel that their rights have not been respected. The contact details for the CNIL are as follows: CNIL - 3 place de Fontenoy, TSA 80715, 75334 Paris Cedex 07, France - Tel: +33 (0)1 53 73 22 22 - Fax: +33 (0)1 53 73 22 00 - Website: <https://www.cnil.fr/fr/plaintes>.

ARTICLE 12. EFFECTIVE DATE OF THESE CONDITIONS

The Rental Conditions apply from 1 October 2024.

ARTICLE 13. TRANSLATIONS

In the event of a contradiction between the French version of the Rental Conditions and a translation of the Rental Conditions, the French version shall take precedence.

ARTICLE 14. APPLICABLE LAW

The Rental Conditions are governed exclusively by French law.

ARTICLE 15. QUERIES AND COMPLAINTS

Any queries or complaints regarding the use of the Locker must be addressed to Konsign:

- By telephone on +33 (0)4 58 00 03 93; or
- By post to the following address Konsign, 500 route du Ruisset, 38360 Noyarey, France; or
- By e-mail to the following address: info@myskicase.com.

ARTICLE 16. DISPUTES

In the event of a dispute arising in connection with the Terms and Conditions of Rental, the Client may have recourse, free of charge, to a formal mediation procedure or to any other alternative dispute resolution method.

A mediation procedure may be initiated with the Médiateur du Tourisme et du Voyage (MTV - Médiation Tourisme Voyage, Service dépôt des saisines, CS 30958, 75383 Paris cedex 08, France - tel: +33 (0)1 42 67 96 68 - email: info@mtv.travel) in accordance with the procedures set out on the website www.mtv.travel and within a maximum period of one year from the date of the written complaint made to Méribel Alpina.

The Client may also have recourse to the European platform for the settlement of disputes, accessible on the Internet at the following address: <https://webgate.ec.europa.eu/odr>.

In the absence of an amicable settlement, the Client may refer the matter either to one of the territorially competent courts in accordance with the Code of Civil Procedure, or to the court of the place where the Client resided at the time of the conclusion of the contract or the occurrence of the event giving rise to the loss.

STANDARD CANCELLATION / WITHDRAWAL FORM

If you wish to cancel your Locker reservation, please complete and return this form to Konsign:

- by post to the following address Konsign, 500 route du Ruisset, 38360 Noyarey, France; or
- by e-mail to the following address: info@myskicase.com.

*I, the undersigned **[first name and surname of signatory]** _____, hereby notify you of my withdrawal from reservation no. **[reservation number]** _____ made on **[date of reservation]** _____, for the hire of a locker in the locker facility located in the multi-service building of the Olympe ski lift at BRIDES-LES-BAINS.*

Date:

Signature: