

General Terms and Conditions of Sale

FOR TEACHING AND COACHING SERVICES FOR SKIING AND OTHER SNOW SPORTS PROVIDED BY ESF ANNECY SEMNOZ INSTRUCTORS.

You can register for services provided by ESF ANNECY SEMNOZ instructors at our counter, on our website www.esfsemnoz.com, by phone at 04.50.01.40.05, or by email at infos@esfsemnoz.com.

Registering for ESF ANNECY SEMNOZ services implies full and unconditional acceptance of these general terms and conditions.

ARTICLE 1 – SERVICES

All ESF ANNECY SEMNOZ instructors have completed training approved by the French government and hold a valid license to teach skiing and related disciplines. The instruction will follow the French Skiing Method, as codified by the "Mémento de l'enseignement du Ski Français" (published by the French Ministry of Sports), which is recognized nationally and internationally. This instruction may take place in any environment and on all types of snow suitable for acquiring the skills outlined in the Mémento.

Services are provided on an individual or group basis.

The smooth running of the lessons depends on the homogeneity of the skiers' skill levels. Given the practical impossibility for ESF ANNECY SEMNOZ instructors to verify the level of each student before they register, the skier is responsible for choosing the technical level based on the ESF's established grid.

Consequently, ESF ANNECY SEMNOZ reserves the right to reassign a skier whose level does not match their declaration to a more suitable group, provided there is availability in other groups. The skier will not be entitled to any refund or compensation due to this, as the discrepancy is a result of their own declaration.

The client and/or student is responsible for following the instructor's instructions.

ARTICLE 2 – INSTRUCTOR LIABILITY

Learning to ski takes place in a specific, unpredictable environment. Therefore, students must personally ensure their own safety and the safety of others. The instructor's liability is limited to a duty of care. The student is responsible for following the instructor's instructions. The student is solely responsible for their equipment.

The E.S.F. is not responsible for accidents caused by skiers participating in the lesson.

ARTICLE 3 – INSURANCE

The service provider holds Professional Civil Liability insurance that covers instructors in the performance of their duties against damage to third parties.

Consequently, the student must, at their discretion, obtain insurance that will cover them against the risks inherent in sports activities in a mountain environment.

If you are covered by your health insurance or credit card, remember to check the coverage conditions (civil liability, legal protection, off-piste skiing, various refunds, limits, etc.).

If you are not covered by your own insurance, we recommend you take out the E-GLOO insurance offered when you purchase your ski pass. In the event of injury and interruption of your sports activities, you could be compensated for un-skied days (ski pass, ski lessons). More information is available from the Semnoz resort and on the e-gloo.eu website.

The client and/or student is solely responsible for their equipment. Instructors cannot be held responsible for damages caused by this equipment or in the event of its theft or deterioration.

ARTICLE 4 – RATES / REGISTRATION / PAYMENT

4.1: Rates

The rates are presented in the ESF ANNECY SEMNOZ brochure, on the online sales site accessible from www.esf.net and from the specific ESF ANNECY SEMNOZ site: www.esfsemnoz.com.

The prices indicated include the teaching service provided by an ESF instructor, excluding any other services (insurance, ski lifts, accommodation, etc.), except in special cases. Consequently, the student must, before the scheduled lesson time, obtain a ski lift pass and, if they choose, insurance (see: Article 3: Insurance).

4.2: Registration and Payment Methods

IMPORTANT: Multiple Bookings: We do not recommend registering a skier for multiple levels in the same season. If you want the skier to attempt to validate multiple levels in the same season, please register them for private lessons, where the ESF instructor adapts to the skier's level. A cancellation resulting from a multiple booking will incur fees.

4.2.1: For online sales made via our website

You must complete the booking procedure on this site. With online payment, your booking will be transmitted to the ESF. You will immediately receive an electronic acknowledgment of your order.

Full payment is required at the time you submit your booking via the ESF's online sales site. It is confirmed by email.

A single method of registration and payment is available to you: Internet submission of your booking and payment by credit card to the ESF via Lemonway, a company approved by the ACPR.

The ESF guarantees the availability of the courses offered only at the time the contract is concluded.

Payment signifies the conclusion of the contract and full and unconditional acceptance of the general terms and conditions of sale. It is your duty to read them before proceeding with your bookings.

In case of an error on your part regarding lesson times, dates of stay, ski level, etc., you must contact the ESF by email at infos@esfsemnoz.com, indicating your order references: the ESF will have to cancel your order by applying cancellation fees (see: ARTICLE 6 – CANCELLATION OR INTERRUPTION OF LESSONS BY THE CLIENT) and you will have to place a new one.

4.2.2: For other sales methods:

Registration can be done on-site with payment possible by credit card, cash, checks, ANCV or ANCV Connect holiday vouchers, or by phone with secure remote payment (VAD) by credit card to the ESF.

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Payment signifies the conclusion of the contract and full and unconditional acceptance of the general terms and conditions of sale. It is your duty to read them before proceeding with your bookings.

In case of an error on your part regarding lesson times, dates of stay, ski level, etc., you must contact the ESF by email at infos@esfsemnoz.com, indicating your order references: the ESF will have to cancel your order by applying cancellation fees (see: ARTICLE 6 – CANCELLATION OR INTERRUPTION OF LESSONS BY THE CLIENT) and you will have to place a new one.

ARTICLE 5 – RIGHT OF WITHDRAWAL NOT APPLICABLE REGARDLESS OF THE BOOKING METHOD (ONLINE OR AT THE COUNTER)

The 14-day right of withdrawal provided for in Article L221-18 of the Consumer Code is not applicable to the services offered for sale, in application of point 12 of Article L.221-28, as these are leisure activities that must be provided on a specific date.

ARTICLE 6 – CANCELLATION OR INTERRUPTION OF LESSONS BY THE CLIENT

6.1: Cancellation of GROUP LESSONS before the start of the service.

6.1.1 Cancellation more than 14 days before the start of the service:

- If you have taken out personal or individual cancellation insurance, please refer to its conditions for your refund.

- In all other cases: the ESF will apply a retention equal to 5% of the price paid.

6.1.2: Cancellation between 14 and 7 days before the start of the service:

- If you have taken out personal or individual cancellation insurance, please refer to its conditions for your refund.
- In all other cases: the ESF will apply a retention equal to 50% of the price paid.
- The opening hours of the ESF chalet (9 a.m. to 5 p.m.) serve as proof for the cancellation request deadlines.

6.1.3: Cancellation within 7 days before the start of the service:

- If you have taken out personal or individual cancellation insurance, please refer to its conditions for your refund.
- In all other cases: the E.S.F. will apply a retention equal to 100% of the price paid.
- The opening hours of the ESF chalet (9 a.m. to 5 p.m.) serve as proof for the cancellation request deadlines.

6.2: Interruption of GROUP LESSONS during the service:

- If you have taken out personal or individual cancellation insurance, please refer to its conditions for your refund.
- No refund or postponement can be offered once the services have started on Day 1 of the lessons, for any reason whatsoever.

6.3: Cancellation of PRIVATE LESSONS:

- If you have taken out personal or individual cancellation insurance, please refer to its conditions for your refund.
- Reservations for private lessons are firm. No refund or postponement can be offered for any reason whatsoever. Therefore, please check your availability carefully before registering for private lessons.

ARTICLE 7 – CANCELLATION / INTERRUPTION / EXCLUSION BY THE ESF

7.1: Cancellation / Interruption

The ESF reserves the right to modify, interrupt, or cancel lessons, even at the last minute:

- If the slopes or ski lifts are closed.
- If weather conditions make access to the practice areas dangerous for clients.
- If the ESF is unable to replace an instructor who is absent for any reason.
- Group lessons are guaranteed for a minimum of 4 people registered at the same level. If the number of registered students is insufficient, the ESF reserves the right to change the time of your service or to close the lesson.

Under these conditions, the ESF will offer a postponement for the current season or, if necessary, a refund.

7.2: Exclusion

The ESF reserves the right to exclude at any time any person whose behavior is likely to disrupt the smooth running and/or safety of the instruction. In this case, the client will not be entitled to any refund or postponement.

ARTICLE 8 – RESALE OF SERVICES

Any resale of services provided by the ESF, particularly through applications, intermediate websites, and/or resale platforms, is prohibited without the express consent of the ESF.

ARTICLE 9 – RIGHT TO IMAGE

The client authorizes the ESF, the ESF's service providers who participated on its behalf in the taking and/or use of images, and/or the independent photographer, to use, particularly by means of reproduction, representation, projection, and adaptation, these images on their website, social networks, or any other material media such as leaflets, flyers, posters, and other advertisements.

This authorization is granted for worldwide use and for a period of 5 years from the capture of the said images.

If the client is a minor, the client's parents grant the ESF, the aforementioned ESF service providers, and/or the independent photographer, within the framework of the aforementioned service, the authorization to photograph, film, and use the image of their child, under the same conditions. Otherwise, the refusal to use the images must be reported to the secretariat.

ARTICLE 10 – DISPUTE RESOLUTION

The parties will strive to resolve amicably any difficulties that may arise in the execution of the contract. If no amicable agreement can be reached, all disputes relating to the validity, interpretation, and execution of this agreement will be governed exclusively by the rules of French law. All disputes, of whatever nature, will fall under the jurisdiction of the French civil and commercial courts, including those ruling in summary proceedings.

ARTICLE 11 – MEDIATION

After contacting the ESF management and in the absence of a satisfactory response or in the absence of a response within 60 days, the client may contact the Tourism and Travel Mediator, whose contact details and methods of referral are available on his website: www.mtv.travel.

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