General Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR THE SALE OF INSTRUCTION AND SUPERVISION SERVICES FOR SKIING AND OTHER WINTER SPORTS DISCIPLINES BY E.S.F. INSTRUCTORS

E.S.F of (place): Arc 1800
Address: Le Chalet – F73700 Bourg Saint Maurice
Phone: +33 (0)4 79 07 40 31
E-mail: contact@esfarc1800.com

Hereinafter referred to as "E.S.F."

You can now sign up for the services dispensed by E.S.F. instructors at the ticket desk, via our site, by phone, by fax or by any other means of remote communication.

For online sales via our site, simply follow the online registration instructions and your order will be transmitted automatically to the E.S.F.
For the other selling modes, please contact the E.S.F.

Registration for the services of the E.S.F. implies unreserved acceptance of these general terms and conditions.

ARTICLE I – SERVICES

All E.S.F. instructors have received training validated by the French State and possess currently valid authorisation to teach skiing and associated disciplines. Instruction shall be implemented according to the French Ski Method (Méthode du Ski Français), codified by the French Ski Instruction Handbook (Mémento de l'enseignement du Ski Français), published by the French Sports Ministry and recognised nationally and internationally. This instruction may take place in all environments and on all types of snow appropriate for acquiring the skills covered by the Handbook.

The services are dispensed individually or in groups. The smooth running of lessons presupposes a uniform skills level of the skiers under instruction. On account of the material impossibility for E.S.F. instructors to check the level of each pupil prior to registration, the pupils themselves are responsible for choosing their technical level, selected with reference to the grid drawn up by the E.S.F.

Accordingly, the E.S.F. reserves the right to transfer skiers to groups more suitable to their actual skills level, when this does not match their declared level, subject to other groups' capacity to incorporate them. Skiers may not claim any refund or compensation on account of this, which is a consequence of the skier's personal declaration.

Learning to ski takes place in a specific environment with random characteristics. Its practice therefore makes it incumbent on customers and/or pupils to take personal responsibility for their own safety and the safety of others. The instructor's liability is therefore limited to a best-efforts obligation.

It is the responsibility of the customer and/or pupil to follow the instructor's instructions.

ARTICLE II – LIABILITY OF INSTRUCTORS

Learning to ski takes place in a specific environment with random characteristics. Its practice therefore makes it incumbent on pupils to take personal responsibility for their own safety and the safety of others. The instructor's liability is therefore limited to a best-efforts obligation. It is the responsibility of the pupil to follow the instructor's instructions. Pupils are solely responsible for their own equipment.

The E.S.F. shall not be held liable for any accidents caused by skiers taking part in lessons.

ARTICLE III – INSURANCE

The service provider subscribes to Professional Civil Liability insurance that covers the instructors in the exercise of their duties against claims from third parties and the practitioners during the time that they are under the authority of the E.S.F. and the instructor.

Customers and/or pupils shall be solely responsible for their own equipment. The instructors shall not be held liable for any damage caused by this equipment or in the event of loss of or damage to this equipment.

ARTICLE IV – PRICES / REGISTRATION / PAYMENT

4.1: Prices

The E.S.F. prices are presented in the E.S.F. catalogue and on the online sales site, accessible via esf.net and via the specific E.S.F. site concerned.

The prices stated comprise the teaching service dispensed by an E.S.F. instructor, excluding any other service (insurance, ski lifts, accommodation, etc.), except in specific cases. Consequently, pupils shall, before the scheduled lesson time, be in possession of a pass to access the ski lifts and, at the pupil's discretion, insurance to cover themselves against the inherent risks of practising sport in a mountain environment (civil liability, mountain rescue, etc.).

4.2: Terms of registration and payment

4.2.1: For online sales made via our site:

You must follow the booking procedure stated on the site. Once paid for online, your booking will be transmitted to the E.S.F. You will immediately receive acknowledgement of your order by e-mail.

Payment shall be made in full when you book via the online site of the E.S.F. This payment signals the conclusion of the contract. This is confirmed by the sending of an e-mail.

A single means of registration and payment is available to you: transmission via Internet of your booking and bank transfer to E.S.F. via S-money (secure service developed by a company of the Banque Populaire Caisse d'Epargne Group).

The E.S.F. solely guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

4.2.2: For the other selling modes:

Registration takes place by sending a booking form accompanied by the full payment by cheque, bank card, etc., to the E.S.F.

The E.S.F. solely guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

This payment signals the conclusion of the contract.

ARTICLE V – RIGHT OF WITHDRAWAL NOT APPLICABLE WHATEVER THE BOOKING MODE (ONLINE OR AT THE TICKET DESK)

The right of withdrawal within 14 days as stipulated in article L221-18 of the French Consumer Code is not applicable to services proposed for sale in application of paragraph 12 of article L.221-28, concerning leisure activity services that are to be provided on a specific date.

ARTICLE VI – REQUEST FOR REFUND OF MEDALS

Valid only if purchasing an ALL-IN PACKAGE: Ski lessons + medal.

If you have purchased an ALL-IN PACKAGE (ski lessons + medal) and you do not wish to receive a medal, it is possible to obtain a refund for the medal, at the public price, by request at the E.S.F. ticket office during the period of the lessons. After the final day of lessons, no refunds can be made.

ARTICLE VII – CANCELLATION OR CURTAILMENT BY THE CUSTOMER

7.1: Cancellation before the start of the service

- If you have taken out personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online), please refer to the insurance conditions.

- If you have not taken out cancellation insurance, and provided that you are unable to ski as testified by a medical certificate covering the period of the service:

  The E.S.F. shall propose to postpone the service, if this is possible, otherwise it shall refund all sums paid less the administrative costs of €60.

- In all other cases: the E.S.F. shall refund you the price paid less the administrative costs of €60 and compensation for breach of contract of €60.

7.2: Curtailment during the service:

- If you have taken out personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online), please refer to the insurance conditions.

- If you have not taken out cancellation insurance and if you are absent at the start of the lessons, the price thereof shall not be reimbursed and the lesson may not be exchanged for a different one.

- In case of cancellation of private lessons the same day, you can not claim any refund

ARTICLE VIII – CANCELLATION / CURTAILMENT / EXCLUSION BY THE E.S.F.

8.1: Cancellation/curtailment

The E.S.F. reserves the right to cancel or curtail the lessons in the event of closure of the slopes or of the ski lifts or if the weather conditions make it dangerous for the group to access the skiing areas.

8.2: Refunds

- In any of the cases stated in article 8.1: the E.S.F. shall refund the sums paid by the customer in the event of the service being cancelled, and in the case of curtailment shall award the customer credit calculated on the basis of the unit price.
- In all other cases: the E.S.F. shall refund the sums paid by the customer and shall also pay the customer compensation equal to these sums in the event of cancellation of the service, and in the event of service curtailment shall award the customer credit calculated on the basis of the unit price, as well as paying the customer compensation equal to the sum of the credit.

8.3: Exclusion

The E.S.F. reserves the right to exclude at any time anyone whose behaviour is likely to disrupt the progress and threaten the safety of the lesson. In this case, the customer shall not be entitled to any refund.

ARTICLE IX – SPECIAL COVID-19 INFORMATION

For all bookings that are cancelled on account of COVID-19, all sums paid shall be refunded.

If the service is curtailed on account of COVID-19, the sums paid shall be carried over, if this is possible, otherwise they shall be refunded on a “prorata temporis” basis.

ARTICLE X – RESELLING OF SERVICES

Any reselling of services dispensed by the E.S.F., in particular via apps, intermediate websites and/or reselling platforms, is prohibited without the express agreement of the E.S.F.

ARTICLE XI – SETTLEMENT OF DISPUTES

The parties shall strive to resolve amicably any difficulties that may arise during the execution of the contract. If no amicable agreement can be reached, all disputes relative to the validity, interpretation and execution of this agreement shall be governed exclusively by French law.

All disputes, of whatsoever nature, shall be subject to the exclusive jurisdiction of French civil and commercial courts, including any/all summary proceedings.

ARTICLE XII – MEDIATION

After reporting the matter to the E.S.F. management, and in the absence of a satisfactory response or in the absence of any response whatsoever within 60 days, the customer may bring the complaint before the Tourism and Travel ombudsman, whose contact and procedural details may be found on the site: www.mtv.travel.