

# General Terms and Conditions for Distance Selling

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

E.S.F. of **BERNEX**  
Address: **1100 ROUTE DU TELESIEGE – 74500 BERNEX**  
Phone: **04 50 73 62 80**  
Fax: **04 50 73 19 72**  
E-mail: **esf-bernex@wanadoo.fr**

Here in after referred to as "E.S.F."

You can now sign up for the services dispensed by E.S.F. instructors 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 distance 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. Teaching 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.

Consequently, 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 reimbursement or compensation on account of this, arising from the skier's declaration alone.

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 that of others. The responsibility of the instructor is therefore limited to a best-efforts obligation. It is the responsibility of the pupil to respect 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 II – 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 covers the practitioners during the time that they are under the authority of the E.S.F. and the instructor.

Customers and/or pupils are 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 III – PRICES / REGISTRATION / PAYMENT**

#### 3.1: Prices

The E.S.F. prices are presented on the online sales site, accessible via [esf.net](http://esf.net) and via the specific E.S.F. site.

The prices stated comprise the teaching service dispensed by an E.S.F. instructor, to the exclusion of 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 the pupil against the inherent risks of practising sport in a mountain environment (civil liability, mountain rescue, etc.).

#### 3.2: Terms of registration and payment

##### **3.2.1: For online sales made via our site:**

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

Payment is made in full when you make your booking 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 over the Internet of your booking and bank transfer to E.S.F. via S-money (secure service developed by a company of the Groupe Banque Populaire Caisse d'Épargne).

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

##### **3.2.2: For the other distance selling modes:**

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

The E.S.F. only 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 IV – RIGHT OF WITHDRAWAL NOT APPLICABLE**

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 12° of article L.221-28, concerning leisure activity services that are to be provided on a specific date.

### **ARTICLE V – REQUEST FOR REIMBURSEMENT 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 reimbursement of the medal, at the public price, by request at the E.S.F.

ticket office during the period of the lessons. After the second day of lessons, no reimbursement shall be possible.

## **ARTICLE VI – CANCELLATION OR INTERRUPTION BY THE CUSTOMER**

6.1: Cancellation of a booking **prior to the 15 days** preceding the start of the service:

- If you have subscribed to 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 subscribed to cancellation insurance and provided there is a legitimate reason (inability to ski certified by a medical certificate covering the period of the service): the E.S.F. shall propose to postpone the service if possible, and if not shall reimburse all sums paid.
- In all other cases: the E.S.F. shall reimburse you the price paid less the registration costs (10% of the transaction, for a minimum of €20) plus a penalty for breach of contract (10% of the transaction, for a minimum of €20).

6.2: Cancellation of a booking **within 15 days** of the start of the service:

- If you have subscribed to 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 subscribed to cancellation insurance and provided there is a legitimate reason (inability to ski certified by a medical certificate covering the period of the service): the E.S.F. shall propose to postpone the service if possible, and if not shall reimburse the price paid, less the registration costs (10% of the transaction, for a minimum of €20), **in the form of credit only**.
- In other cases: the E.S.F. shall withhold 80% of the price paid.

6.3: Interruption **during the service**:

- If you have subscribed to 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 subscribed to cancellation insurance and provided there is a legitimate reason (inability to ski certified by a medical certificate covering the period of the service): the E.S.F. shall propose to postpone the service if possible, and if not shall reimburse the non-consumed part of the service **in the form of credit only**, (deduction of the consumed part being calculated on the basis of the unit price).

## **ARTICLE VII – CANCELLATION / INTERRUPTION / EXCLUSION BY ESF**

7.1: Cancellation/interruption

The E.S.F. reserves the right to cancel or terminate 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.

7.2: Reimbursement

- In any of the cases stated in article 7.1: the E.S.F. shall reimburse the sum paid by the customer in the event of the service being cancelled, and in the case of service interruption shall grant the customer credit calculated on the basis of the unit price.
- In all other cases: the E.S.F. shall reimburse the sum paid by the customer and shall also pay the customer compensation equal to 10% of this sum in the event of cancellation of the service, and in the event of interruption shall grant the customer credit calculated on the basis of the unit price, and shall also pay the customer compensation equal to 10% of the sum of the credit.

### 7.3: 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 cannot claim any reimbursement.

## **ARTICLE VIII – 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 found, 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 IX – 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 within 60 days, the customer may bring the complaint before the Tourism and Travel mediator, whose contact and procedural details may be found on the site: [www.mtv.travel](http://www.mtv.travel).

## **ARTICLE X - PERSONAL DATA PROTECTION**

In the framework of the services it proposes, the E.S.F. may collect your personal data for the purposes of executing this contract, and solely for this purpose.

The E.S.F. treats this information with the utmost confidentiality.

Users are informed that, in compliance with article 32 of the French Data Protection Act of 6 January 1978 (amended), the information they communicate to E.S.F., in particular via the form on the E.S.F. website, is necessary to satisfy user requests and is for the attention of the E.S.F., which is responsible for processing the data for administrative and commercial management purposes.

The E.S.F. undertakes not to transmit this information to any third parties unless with the express consent of the user, in particular in the case of purchasing services proposed by a partner of the E.S.F. In this case, the user recognises that this data shall be transmitted to the partner concerned in order to process the user's request.

The E.S.F. shall retain this information until the user requests the deletion of his/her account.

In accordance with the provisions of articles 38 ff. of the French Data Protection Act, No. 78-17 of January 1978 relating to information technology, data filing systems and individual liberties, all users have the right of access, rectification, deletion and opposition with regard to their own personal information. To exercise this right, please send your request to the E.S.F. at the following address: [esf-bernex@wanadoo.fr](mailto:esf-bernex@wanadoo.fr).

The E.S.F. considers that personal information such as the name, address, email address and telephone number of the user is information of a private and confidential nature.

The information communicated by the user is used exclusively by the E.S.F. for the implementation of the contract.