

## **GENERAL TERMS OF SALE FOR TEACHING AND MANAGEMENT SERVICES IN SKIING AND OTHER BOARD SPORTS FOR E.S.F. SKI INSTRUCTORS LA BRESSE**

Welcome to the Ecole de Ski Français **on-line booking system** LA BRESSE

E.S.F LA BRESSE  
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You can use our site to directly enrol for the services provided by the E.S.F. instructors LA BRESSE

All you need to do is follow the on-line enrolment instructions and your order will be sent to the E.S.F electronically LA BRESSE

Enrolment for E.S.F. services LA BRESSE means that you accept the present General Terms of Sale.

### **ARTICLE I: SERVICES PROVIDED**

All the E.S.F instructors LA BRESSE have followed a training course that is validated by the State and their teaching methods are recognized on a national and international level.

The teaching services are provided individually or in a group. In order for the lessons to run smoothly, it is important that the skiers be of the same level. Given the fact that it is impossible from a practical point of view for the E.S.F. instructors LA BRESSE to check the level of each pupil prior to their enrolment, the latter is responsible for the choice of the technical level that he or she selects according to the grid established by the E.S.F LA BRESSE

Consequently, the E.S.F LA BRESSE reserves the right to reincorporate into a group that is more in line with their level a skier whose level does not correspond to their declaration. This is on condition that there is a space in one of the other groups. The skier will not be able to claim any reimbursement or compensation for this situation that is due solely to his or her declaration.

Learning how to ski takes place in a specific environment that is by definition unpredictable. Skiing hence means that the pupil is personally responsible for their own safety and for that of fellow skiers. The instructor's responsibility is restricted to the obligation to use their best endeavours (i.e. skill, care and diligence). It is up to the pupil to comply with the instructions given by the instructor. The pupil is wholly responsible for his or her equipment.

The E.S.F LA BRESSE is not responsible for accidents caused by the skiers who take part in the lessons.

### **ARTICLE II: INSURANCE**

The E.S.F. contracts Professional Civil Liability insurance that covers the instructors in the exercise of their function against damage to a third party and also those who are learning how to ski for the time period during which they are under the authority of the E.S.F. and the instructor.

### **ARTICLE III: TARIFFS / ENROLMENT / PAYMENT**

### **3.1: Tariffs**

The E.S.F's tariffs LA BRESSE are presented on this on-line sales site and can be accessed from esf.net and from the specific E.S.F site LA BRESSE

The prices quoted include the teaching provided by an E.S.F. instructor LA BRESSE, and do not include any other services (insurance, ski lifts, accommodation, etc.), unless specified otherwise. Consequently, the pupil must ensure, at the time at which the lesson is scheduled to take place, that he or she has on them a ski pass that enables them to access the ski lifts and according to their choice, insurance that covers them against the risks inherent to pursuing a sporting activity in a mountain environment (civil liability, assistance, etc.).

### **3.2: Enrolment and Payment**

Please fill in the enrolment form that is included on this site.

With the on-line payment, your booking will be sent to the E.S.F LA BRESSE

You will immediately receive acknowledgement of receipt of your order by e-mail.

Full payment must be made when your booking is sent via the E.S.F. on-line sales site. LA BRESSE This payment illustrates that a contract has been entered into. It is confirmed by e-mail.

The E.S.F LA BRESSE ensures only the availability of the lessons that are proposed when the contract is entered into.

The services are booked for firm dates.

Only one means of enrolment and payment is made available to you:

Sending of your booking and a bank transfer via the Internet to the E.S.FLA BRESSE via Cyberplus (the Banque Populaire's electronic bank: secure payment that is certified and guaranteed by the bank).

## **ARTICLE IV : CANCELLATION OR INTERRUPTION DUE TO THE CLIENT**

### **4.1: Cancellation of a booking more than fifteen days prior to the commencement of the service:**

- In a case of force majeure with documentary evidence provided: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction with a minimum of 20 euros).
- If it is not a case of force majeure: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction with a minimum of 20 euros) to which severance payment will be added (10 % of the transaction with a minimum of 20 euros).

### **4.2: Cancellation of a booking within 15 days prior to the commencement of the service:**

- If the client has taken out cancellation insurance, the latter will pay for the processing of the cancellation request.
- If the client has not taken out cancellation insurance and subject to a case of force majeure with documentary evidence provided: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction with a minimum of 20 euros).

- Without any valid motive: the E.S.F. will retain 50 % of the price paid.

#### **4.3: Interruption during the course of the lessons (solely for the Group Lessons):**

- to a case of force majeure with documentary evidence provided: the E.S.F. will offer to reimburse you for the unused part in the shape of a credit note that will be calculated based on the uniform tariff.

### **ARTICLE V : CANCELLATION / INTERRUPTION / EXCLUSION BY THE E.S.F.**

The E.S.F LA BRESSE reserves the right to cancel or interrupt the lessons, notably in the case of force majeure.

The following are in particular cases of force majeure: closure of all slopes or all lifts .

#### **5.1: Reimbursement**

- In the case of force majeure: the E.S.F. will reimburse the deposit paid by the client.
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#### **5.2: Exclusion**

The E.S.F la bresse reserves the right to exclude at any time a person whose behaviour is likely to disturb the course of the lessons. In this case, the client cannot claim any reimbursement.

### **VI - SOLVING DISPUTES**

The parties will attempt to reach an agreement with regard to any difficulties that arise within the scope of the performance of the contract. If they are unable to reach a friendly settlement, all disputes concerning the validity, interpretation and performance of the present agreement will be governed exclusively by the rules of French law.

Any contestation, of any nature whatsoever will come within the remit of French civil and commercial jurisdictions, including decisions to be made within the scope of an urgent case.