



General Terms and Conditions of Sale

GENERAL CONDITIONS OF SALE OF THE TEACHING AND SUPERVISION SERVICES OF SKIING AND OTHER SLIDING DISCIPLINES OF THE INSTRUCTORS OF THE E.S.F.

E.S.F. CEILLAC.....
Address:..... La gravière, Partners area 05600 Ceillac.....
Telephone:..... 0492451058.....
Fax:.....
Email:..... contact@esf-ceillac.com.....

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

At the counter, via our website, by telephone, or by any other means of remote communication you can register for the services provided by the instructors of the E.S.F.

For online sales via our site, simply follow the online registration procedures and your order will be sent electronically to the E.S.F.

For other sales methods, please contact the E.S.F.

Registration for E.S.F. services implies the pure and simple acceptance of these general conditions.

ARTICLE I – SERVICES

All the instructors of the E.S.F. have followed a training validated by the French State and hold a valid authorization to practice the teaching of skiing and its assimilated disciplines. The teaching will be implemented according to the French Ski Method, codified by the Mémento de l'enseignement du Ski Français (published by the French Ministry of Sports), and recognized nationally and internationally. This teaching can take place in all environments and on all appropriate snow to allow the acquisition of the skills targeted by the Mémento.

Services are provided individually or in groups. The smooth running of the courses presupposes a homogeneity of the level of the skiers. Given the material impossibility for the instructors of the E.S.F. to check the level of each student, prior to his registration, the latter is responsible for the choice of the technical level he has selected according to the grid established by the E.S.F.

Consequently, the E.S.F. reserves the right to reincorporate into a group more adapted to its level a skier whose level does not correspond to its declaration and this subject to the abilities of the other groups. The skier will not be able to claim any refund or compensation due to his declaration alone.

Learning to ski takes place in a specific environment of randomness. Its practice therefore requires the client and/or student to personally ensure his own safety and that of third parties. The responsibility of the instructor is limited to an obligation of means.

It is up to the customer and/or the student to respect the instructions of the instructor.

ARTICLE II – LIABILITY OF MONITORS

Learning to ski takes place in a specific environment of randomness. Its practice therefore requires the student to personally ensure his own safety and that of third parties. The responsibility of the instructor is limited to an obligation of means. It is up to the student to respect the instructions of the instructor. The student is solely responsible for his material.

The E.S.F. is not responsible for accidents caused by skiers who participate in the course.

ARTICLE III – INSURANCE

The service provider takes out Professional Civil Liability insurance that covers instructors in the exercise of their function against damage to a third party as well as practitioners during the time they are under the authority of the E.S.F. and the instructor.

The customer and/or the student is solely responsible for his material. The instructors can not be held responsible for damage caused by this equipment or in case of theft or deterioration of it.

ARTICLE IV – RATES / REGISTRATION / PAYMENT

4.1: Rates

The rates of the E.S.F. are presented on the catalogue of the E. S.F, on the online sales site, accessible from esf.net and from the specific site of the E.S.F.

The prices indicated include the teaching service provided by an E.S.F. instructor to the exclusion of any other service (insurance, ski lifts, accommodation, etc.), except in special cases. Consequently, the student must, prior to the scheduled time of the course, bring a package for access to the Ski Lifts and, according to his choice, an insurance that must cover him against the risks inherent in a sports practice in a mountain environment (civil liability, rescue, etc.).

4.2: Registration and payment procedures

4.2.1: For online sales made via our site:

You must complete the booking procedure on this website. With online payment your reservation will be sent to the E.S.F. You will be immediately acknowledged receipt of your order by e-mail.

Payment is full at the time of shipment of your reservation via the E.S.F. online sales site. This payment manifests the conclusion of the contract. It is confirmed by sending an email.

A unique means of registration and payment is at your disposal: Sending via the Internet of your reservation and bank transfer to the E.S.F. via S-money (secure service developed by a company of the Banque Populaire Caisse d'Epargne Group).

The E.S.F. ensures the sole availability of the courses offered at the time of the conclusion of the contract.

4.2.2: For other modes of sale:

Registration is done by sending a reservation form accompanied by full payment, by check, credit card, etc., to the E.S.F.

The E.S.F. ensures the sole availability of the courses offered at the time of the conclusion of the contract.

Payment manifests the conclusion of the contract.

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

The right of withdrawal within 14 days provided for in Article L221-18 of the Consumer Code is not applicable to the services offered for sale pursuant to 12 ° of Article L.221-28, in the case of leisure activity services that must be provided on a specific date.

ARTICLE VI – APPLICATION FOR REIMBURSEMENT OF MEDALS

Valid only in case of purchase of an ALL INCLUSIVE: Ski lessons + medal.

If you have purchased an ALL INCLUSIVE (ski course + medal) and you do not wish to receive a medal: it is possible to obtain a refund of it, at the public price, by requesting it at the E.S.F. counter during the course period. After the last day of class, no refund will be possible.

ARTICLE VII – CANCELLATION OR INTERRUPTION BY THE CUSTOMER

7.1: Cancellation before the start of the service with partial payment

This partial regulation constitutes a deposit that will be kept by the E.S.F. in case of cancellation.

7.2: Cancellation before the start of the service with full payment

7.2.1 Cancellation prior to the 15 days preceding the start of the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase) please refer to the conditions of this one.
- If you have not taken out cancellation insurance and subject to unfitness to skiing noted by a medical certificate covering the period of the service:

The E.S.F. will propose the postponement of the service if possible and will otherwise reimburse all the sums paid less the application fee (10% of the transaction with a minimum of 20 euros).

- In all other cases: the E.S.F. will reimburse you the price paid less the application fee (10% of the transaction with a minimum of 20 euros) to which will be added a termination indemnity (10% of the transaction with a minimum of 20 euros).

7.2.2: Cancellation within 15 days before the start of the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase) please refer to the conditions of this one.
- If you have not taken out cancellation insurance and subject to unfitness to skiing established by a medical certificate covering the period of the service:

The E.S.F. will propose the postponement of the service if possible and will otherwise reimburse all the sums paid less the application fee (10% of the transaction with a minimum of 20 euros).

- In all other cases: the E.S.F. will apply a maintenance equal to 50% of the price paid a deduction of 100% in the absence of a health or vaccination pass according to age imposed by the government

7.3: Interruption during the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase) please refer to the conditions of this one.
- In the absence of cancellation insurance and subject to the existence of a legitimate reason (conferred above): the ESF will propose the postponement of the service if possible and will otherwise reimburse the unused part in the form of having calculated on the basis of the unit rate less the administrative fees (10% of the transaction with a minimum of 20 euros).

ARTICLE VIII – CANCELLATION / INTERRUPTION / EXCLUSION DUE TO THE ESF

8.1: Cancellation/interruption

The E.S.F. reserves the right to cancel or interrupt the courses in case of closure of the slopes or ski lifts or if the weather conditions make it dangerous for the group to access the practice.

8.2: Refund

- In one of the cases mentioned in Article 8.1: the E.S.F. will return the sums paid by the customer in the event of cancellation of the service, and in the event of interruption will grant the customer a credit calculated on the basis of the unit rate.
- In all other cases: the E.S.F. will return the sums paid by the customer and will also pay him compensation in an amount equal to them in the event of cancellation of the service, and in the event of interruption will grant the customer a credit calculated on the basis of the unit rate and will also pay him an indemnity of an amount equal to the credit.

8.3: Exclusion

The E.S.F. reserves the right to exclude at any time a person whose behavior is likely to disturb the course and security of teaching. In this case, the customer will not be able to claim any refund.

ARTICLE IX – HEALTH PASS INFORMATION

It is up to the customer and/or the student to respect the rules in your heart relating to the health or vaccination pass (depending on age)

The monitors of the E.S.F. reserve the right to check the validity of the health pass if it is imposed by the Government to access the ski lifts.

In this case, students who do not have a valid health or vaccination pass (depending on age) will be subject to the provisions of Article 7 of these GTC.

ARTICLE X – RESALE OF SERVICES

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

ARTICLE XI – SETTLEMENT OF DISPUTES

The parties will endeavor 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 ruling on summary proceedings.

ARTICLE XI – MEDIATION

After having seized the management of the E.S.F. and in the absence of a satisfactory response or in the absence of a response within 60 days, the customer may refer the matter to the mediator of Tourism and Travel, whose contact details and methods of referral are available on his website: www.mtv.travel.