

# 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 CHATEL  
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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.

Group lessons are offered for a minimum of 4 registered students. If this number is not reached, it will be proposed: to transform the group lesson into private lessons for an amount equal to the amount initially paid for the group lesson, to combine different levels if possible, to cancel and refund the group lesson initially booked.

### 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](http://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 Lemonway.

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 refund will be made.

## ARTICLE VII – CANCELLATION OR CURTAILMENT BY THE CUSTOMER

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

This partial payment constitutes a deposit that shall be withheld by the E.S.F. in the case of cancellation.

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

#### 7.2.1: Cancellation earlier than 15 days 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 (10% of the transaction, with a minimum of €20).

- In all other cases: the E.S.F. shall refund you the price paid less the administrative costs (10% of the transaction, with a minimum of €20) and compensation for breach of contract (10% of the transaction, with a minimum of €20).

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

- If you have taken out your own 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 (in particular that offered by the E.S.F. by the E.S.F. when you purchase online), 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 (10% of the transaction, with a minimum of €20).

- In all other cases: the E.S.F. shall withhold 50% of the price paid.

#### 7.2.3: Cancellation less than 24 hours before the start of the service:

- If you have taken out your own cancellation insurance (in particular that offered by the E.S.F. when you purchase online), please refer to its terms and conditions.
- **In the absence of cancellation insurance and subject to a medical certificate stating that you are unfit to ski for the period of the service:** the ESF will offer to postpone the service if possible and will otherwise refund the unused portion in the form of a credit calculated on the basis of the unit price, less booking fees (10% of the transaction with a minimum of 20 euros). The date on which the refund is calculated is the date on which the medical certificate is received at the school office during opening hours. Any services missed prior to receipt of the medical certificate will be deducted. Medical certificates submitted after the event will not be taken into account.

- For private lessons: any cancellation made within 24 hours of the start of the lesson will not be reimbursed or postponed.

### **7.3: 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.
- **In the absence of cancellation insurance and subject to a medical certificate stating that you are unfit to ski for the period of the service:** the ESF will offer to postpone the service if possible and will otherwise refund the unused portion in the form of a credit calculated on the basis of the unit price, less booking fees (10% of the transaction with a minimum of 20 euros). The date on which the refund is calculated is the date on which the medical certificate is received at the school office during opening hours.  
Any services missed prior to receipt of the medical certificate will be deducted.  
Medical certificates submitted after the event will not be taken into account.  
In the case of group and "Max6" 6-session packages, the session offered will not give rise to any refund or credit note.

**As a result, ESF Châtel recommends that its customers check that they are properly covered in this respect and, if not, take out cancellation insurance.**

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

### **8.1: Cancellation/curtailment**

- The E.S.F. reserves the right to change the time and/or place of the meeting in the event of weather and/or snow conditions and/or scheduling constraints.  
For this reason, no refund will be given as long as the course is held, regardless of the meeting place.
- The E.S.F. reserves the right to cancel or interrupt lessons in the event of ski or lift or lifts are closed, or if weather conditions make it unsafe for the group to dangerous for the group.
- The E.S.F. reserves the right to cancel or interrupt lessons if it finds itself the impossibility of replacing an absent instructor for a legitimate reason (e.g.: inaptitude for skiing medical certificate in connection with the Covid-19 epidemic).
- In the case of the "Piou Piou - Village des Marmottons Club", the E.S.F. reserves the right not to accept a child under 3 years of age who has been registered in advance by the customer. This non-compliance with the general age conditions will not give rise to any refund or credit note.

### **8.2: Refunds**

- In any of the cases mentioned in article 8.1: E.S.F. will refund the sums paid by the customer in the event of cancellation of the service, and in the event of interruption during the week will grant the customer a credit note calculated on the basis of the unit price, valid for the current season. No refunds will be made for sessions that have already begun.  
In the case of group and "Max6" 6-session packages, the session offered will not give rise to any refund or credit note.
- In all other cases: the E.S.F. will refund the sums paid by the customer and will 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 will not be entitled to any refund.

### **ARTICLE IX – HEALTH PASS INFORMATION**

It is the client's and/or pupil's responsibility to comply with current health regulations.

E.S.F. instructors reserve the right to check the validity of any health and/or vaccination pass required by the government for access to ski lifts.

In this case, students without a valid "pass" will be subject to the provisions of article 7 of these General Terms and Conditions.

➤ We therefore invite you to check article VII of our GCS.

Should the health situation deteriorate, and in the event of new government measures making travel to the resort impossible (such as confinement or border closures), the borders), E.S.F. will propose, upon presentation of proof, a postponement if this is possible or, if not, will reimburse the full amount paid, refund all sums paid, less transaction costs.

### **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](http://www.mtv.travel).