

GENERAL TERMS OF SERVICES

GENERAL TERMS OF TEACHING SERVICES, FOR SKIING AND OTHER SUCH ACTIVITIES, PROVIDED BY INSTRUCTORS OF THE "ESF de La Clusaz "

Welcome to the on-line reservation service of the Ecole du Ski Français La Clusaz, "ESF La Clusaz"

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Via our site, you may now register for the services provided by the instructors of the ESF La Clusaz. You simply have to follow the instructions for on-line registration and your order will be sent electronically to the ESF La Clusaz.

By registering for services of the ESF La Clusaz you will be deemed to have unconditionally accepted these general terms.

Article I : SERVICES

All the instructors of the ESF La Clusaz have followed a state-approved training course and their teaching methods are recognized nationally and internationally. The services shall be provided for individuals or for groups. For lessons to be properly conducted in a group, the skiers should have the same level. In view of the material impossibility for the instructors of the ESF La Clusaz to verify the level of each pupil prior to registration, the pupil shall be responsible for his choice of technical level according to [the scale](#) drawn up by the ESF La Clusaz.

Accordingly, the ESF La Clusaz reserves the right to reintegrate a skier into a group that is better adapted to his level if such level does not correspond to his declaration, and subject to the capacities of the other groups. The skier shall not be able to claim any reimbursement or other compensation as a result thereof due to his (or her) declaration.

Skiing lessons are organized in a specific environment of an unpredictable nature. For such purpose the pupil shall be personally required to take care of his own safety and that of others. The liability of the instructor shall be limited to a duty to exercise skill and care. The pupil shall ensure that he complies with the instructions of the instructor. The ESF La Clusaz shall not be liable for any accidents caused by skiers who take part in the lessons.

The ESF La Clusaz reserves the right to cancel any services sold (in the precise cases enumerated under article 3 hereof) and under such conditions to reimburse the customer without any right for the latter to claim additional compensation.

Article II : PAYMENT AND REIMBURSEMENT

- **Prices**

The prices of the ESF La Clusaz are presented on this on-line sales site, accessible from E.S.F.Net and from the specific site of the ESF La Clusaz. The prices indicated shall include the classes provided by an instructor of the ESF La Clusaz, and shall exclude any other services

(insurance, ski-lifts, accommodation, etc) except in particular cases. As a result, the pupil shall be required, prior to the time of the lesson, to obtain a pass for the use of the ski-lifts and, depending on his choice, insurance to cover him against any risks inherent to mountain sports (third-party liability, rescue).

- **Terms of registration and payment**

You are required to fill in the registration form given on this site, adding the date and signing it electronically by clicking on the appropriate icon. With the on-line payment, it will be sent to ESF La Clusaz. You will immediately receive an acknowledgement of your order by e-mail. Full payment shall be made when the registration form is sent via the on-line sales site of the ESF La Clusaz. The said payment shall constitute the settlement of the contract. It is confirmed by mail. The ESF La Clusaz shall only guarantee the availability of those lessons that are proposed on the execution of the contract. A single means of registration and payment is at your disposal: Dispatch via Internet of the registration form and bank transfer to the ESF La Clusaz through the intermediary of Cyberplus (the electronic bank of the Banque Populaire: secure payment, certified and guaranteed by the banking institution).

- **Terms of reimbursement**

Services shall be reserved for fixed dates. As a result, no cancellation may be accepted if it reaches the ESF La Clusaz less than 24 hours before the commencement of the services. Should the pupil be 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. The ESF La Clusaz reserves the right to cancel or suspend lessons especially in the event of unfavorable weather conditions, or if the behavior of a skier is likely to disturb the organization thereof. Such cancellation shall not give rise to any compensation. No reimbursement shall be given when the cancellation is due to a case of force majeure. Force majeure shall in particular include: the closure of slopes or ski-lifts and weather conditions making it dangerous for the group to use the intended site.

- **The customer's right of withdrawal**

The customer has a seven (7) clear day period to exercise his right of withdrawal. The period during which the customer may exercise his right of withdrawal starts from the day after acceptance of the offer. If the customer exercises his right of withdrawal, he must be refunded within thirty days. Moreover, the right of withdrawal shall be excluded in certain cases, for instance when performance of the service has begun with the customer's agreement, before the end of the seven-day period.

Article III: DISPUTES

Any disputes arising from these general conditions of sale shall be referred to French courts to be settled under the laws of France.

Only the French version of this document shall be authoritative.