

# GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS AND / OR SERVICES

GENERAL TERMS AND CONDITIONS OF THE SALE OF SERVICES AND / OR PRODUCTS RELATING TO THE TUITION AND SUPERVISION OF SKIING AND OTHER SNOW SPORTS DISCIPLINES BY THE INSTRUCTORS OF THE E.S.F. (ECOLE DU SKI FRANCAIS)

E.S.F COMBLOUX

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Here after referred to as “ESF”

You can now sign up for the services provided by our ESF instructors primarily via our website, or by other commons means of communication. Regarding the online sales purchased via our website, simply follow the online registration instructions and your order will be automatically transmitted electronically to the ESF. The reservation of any of the services or products offered by ESF Combloux implies that the client has understood and thus is in full agreement with the relevant terms and conditions of its sale.

## ARTICLE 1 : SERVICES

Every ESF instructor has followed an education validated by the French state and possesses the right to teach clients how to ski, or to teach any other related snow sport discipline recognised by the French state. The teaching methods used are those conforming to the French Ski Method and are codified by the “Mémento de l'enseignement du Ski Français” (the teaching compendium published by the French Ministry of Sports) and is recognised nationally and internationally.

This style of teaching can take place in all environments, and on all types of snow deemed suitable to enable the acquisition of the skills referred to in the compendium.

The services offered can be reserved individually, or in a group, depending on availability. The smooth running of any of the services booked depends on the homogeneity of the ability level of the participants. Given that it is impossible for any ESF instructor to assess the level of each student before the start of the lesson, it is the responsibility of each student to try to define their ability level using the outlines established by the ESF.

Consequently, the ESF reserves the right to integrate a student into a group better adapted to their ability level if said ability level does not correspond to that which was declared, and in accordance with the capacity available within the other lesson options. Said student cannot request a refund nor any other compensation in this case as this situation is reliant on his truthful declaration of ability alone.

The tutelage of learning how to ski takes place in a specific but unusual environment. It requires the student to be aware of his own safety, as well as that of those around him. The instructor’s

responsibility is limited to an obligation of means. The student must listen to and follow the instructions given. The student is completely responsible for their equipment.

The ESF accepts no responsibility for any accidents caused by or involving students participating in a lesson.

## ARTICLE 2 : INSURANCE

The service provider is covered by a suitable professional civil liability insurance policy, which covers the ESF instructors whilst they are performing their duties against any impairment of a third party, as well as any students that are under the authority of the ESF and its instructors.

The student is responsible for his own equipment, and he alone. No instructor will be held liable for any bias caused by said equipment, any deterioration in its quality, nor if it is stolen.

## ARTICLE 3 : PRICES / INSCRIPTIONS / PAYMENTS

### 3.1 Prices

The prices of the ESF are shown on the product pages of the website and are available to verify at [www.esf.net](http://www.esf.net) The prices given include the tutelage given by the ESF instructor, but exclude all other services (insurance, ski lift passes, accommodation, etc) unless otherwise specified. Consequently, the student must equip himself with the relevant ski pass, and – in accordance with his preference – an insurance that covers him against the inherent risks that are presented when practicing a snow sport in a winter environment (including civil responsibility, ski patrol rescue, etc).

### 3.2 Conditions of reservation and payment methods

#### 3.2.1 For the reservations effectuated via our website:

You must follow the reservation procedure displayed on this site. Once payment has been made, your reservation will be sent to the ESF. In return, you will instantaneously receive an acknowledgement by email.

Full payment must be made at the same time as your reservation, via our website. Payment concludes the contract you have created between yourself (the client) and the ESF. You will receive a confirmation by email a short time afterwards.

Only one means of reservation and payment is available via our website and its applicable payment platform. The ESF can only ensure the availability of the services offered at the conclusion of the contract.

#### 3.2.2 For other means of payment made in absentia

Other inscriptions can be made by filling out a reservation form and returning it to the ESF along with the preferred means of payment (cheque, bank card etc). Regarding this method, the reservation request will only be reviewed when it is received and processed in accordance with the availabilities possible at said time.

## ARTICLE 4 : The right of withdrawal is not applicable

The right of retraction within a 14-day period as stated in article L221-18 in the “code de la consommation” is not applicable to the services proposed for sale on this website due to the application of L.221-2B, in consideration of leisure activities to be provided on a fixed date.

## ARTICLE 5 : Request for a reimbursement for a medal

This option is only available for those who have purchased a “Tout Compris / All Inclusive” deal ; ski lessons + medal. If this case is applicable to you, but you do not wish to receive the medal, then it is possible to obtain a refund for the equivalent of its public price by requesting the relevant refund at one of the ESF offices during the period in which you are taking part in lessons. After the last day of lessons, no refund will be given.

## ARTICLE 6 : Cancellation or interruption of a service (for example; a lesson) initiated by the client

### 6.1 : Cancellation of a service for the period leading up to 48 hours before the start of a service (e.g. a lesson)

- If you have taken out a cancellation insurance policy in your name, upon your written request by email, we can send you a copy of your paid invoice and a cancellation certificate.

AREAS Insurance – Please refer to the part of the policy covering interruptions / guarantees, found on page 10, paragraph 1-2 of the link below (‘illness, serious injury, death, theft or flooding’)

*Any relevant declarations must be made via <https://montagne-claims.sam-assurance.com>*

E-GLOO Protect insurance – 4€ per day / 24€ for 6 days, cancellation before your stay\* and ski patrol rescue. Cover for the cost of the ski patrol rescue in case of an accident, no costs to pay upfront, everything will be included; repatriation, transportation, ski lessons and ski passes not used. \*Without any restrictive clauses. Price per person.

*Any relevant declarations must be made via <https://www.e-gloo.eu/en-cas-daccident.php>*

- If you have not taken out a cancellation policy, depending on the relevant availability, the ESF will propose the postponement of the service until a later date
- If it is not possible for the ESF to postpone the reserved service, then a refund will be issued, **minus the 24€ cancellation fee.**

### 6.2 : Cancellation of a service initiated by the client less than 48 hours before the start of a service (e.g. a lesson)

- If you have taken out an insurance policy in your name

AREAS Insurance – Please refer to the part of the policy covering interruptions / guarantees, found on page 10, paragraph 1-2 of the link below (‘illness, serious injury, death, theft or flooding’)

*Any relevant declarations must be made via <https://montagne-claims.sam-assurance.com>*

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*Any relevant declarations must be made via <https://www.e-gloo.eu/en-cas-daccident.php>*

In the absence of a cancellation insurance policy and when applicable to a group lesson, and subject to a legitimate reason (inability to ski / practise the relevant snow sport endorsed by a

medical certificate covering the period of the service) : the ESF will refund the part(s) not used on a prorata basis using the base public price of the group lessons, including the Haute-Savoie tariffs at 42€ for a morning session, and 36€ for an afternoon session).

***In all other cases, no refund will be offered.***

#### ARTICLE 7 : Cancellation / Interruption

The ESF reserves the right to cancel or interrupt any lessons due to the closure of the ski slope(s) or the ski lift(s), or if the weather conditions are deemed dangerous to gain access to or be present at the area where the lesson might take place.

##### 7.2 Refund(s)

- In the case of the circumstance mentioned in article 7.1 :  
In case of a cancellation of the lesson by the ESF, the ESF will refund the relevant monies. In the case of an interrupted lesson, the client will be given a credit calculated using the base unit price (excluding any group lessons for children, where the package sold is for 6 days, with the 6<sup>th</sup> day free / not charged. In the case of a one-day cancellation in this circumstance, no refund will be given).
- In all other cases, the ESF will refund the relevant monies paid by the client. In the case of a cancellation of the service, the compensation paid will correspond to the monies paid for the relevant service and be returned as either a refund, or a credit note. In the event of an interruption, the customer will receive a credit calculated using the base unit price.

##### 7.3 Exclusion

The ESF reserves the right to exclude, at any given time, a client whose comportment is of a troubling nature and either disturbs or endangers the lesson is being taught. In this circumstance, no refund will be given.

#### ARTICLE 8 : Protection of personal data

As part of the service it offers, the ESF is required to collect the personal data of its users. The collection of this data is subject to the provisions of the European General Regulation and the Data Protection Act of 25/05/2018 and the Data Protection and Freedom of Information Act of 06/01/1978.

##### 8.1 : Collected data and consent

The data collected during the voluntary reservation of a client with the ESF are as follows : surname, first name, postal address, email address and telephone number.

These details are used for the creation of the present contract between the ESF and the client only. Photographs / videos may be taken during lessons and / or competitions. If you do not wish for these types of media to be published online, please let us know at the same time you complete your reservation, or by email within 48 hours of the start of the service.

##### 8.2 : Data processing

The data collected is used by the ESF only. The National Union of French Ski Instructors (SNMSF) - owner and promoter of the ESF brand - reserves the right to send out information to the users of

the ESF concerning ESF activities. Users reserve the right to unsubscribe at any time from the list of subscribers.

The data collected may also be used for commercial promotion of the ESF brand under the express agreement of the user.

### 8.3 Management of the data collected

The ESF assumes all responsibility for the management of the personal data collected for the functionality of its services.

### 8.4 Recipients of the data collected

The collected data is intended for the management team by the ESF and SNMSF. The data is treated with the utmost confidentiality and is not communicated to any third party without obtaining the express consent of the user concerned.

### 8.5 Security

The collected data is recorded in a computerised file accessible to the ESF and SNMSF. The relevant technical and organisational measures are taken to prohibit any unauthorised access / disclosure of the users' personal data.

### 8.6 Right of retraction, access, rectification, and deletion.

Any client of the ESF has the right to request a retraction, access to, rectification of and the deletion of their details.

To complete this request, please use [this link](#) to access the form to fill out.

For statistical purposes, this data maybe anonymised and collated.

### 8.7 Retention period

The data collected is recorded and archived by the ESF and the SNMSF. This data will be anonymised after 3 consecutive winter seasons from the date of the user's first inscription if the user has not had any contact with the ESF.

## ARTICLE 9 : Litigation

The parties involved will endeavour to amicably resolve any issues that may arise regarding the performance of the contract. If no such agreement can be reached, all disputes relating to the validity, interpretation and performance of this agreement shall be governed exclusively by the rule of French law.

## ARTICLE 10 : Mediation

In the case of the user / client having referred their claim to the management of the ESF and in the absence of a satisfactory reply or no response at all within a 60-day period, the user / client can refer their claim to the Tourism and Travel Ombudsman, whose contact details and methods of referral are available on their website.