

## 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. CREST-VOLAND COHENNOZ INSTRUCTORS

#### E.S.F. CREST-VOLAND COHENNOZ

Address: 99 Place du Bouloz 73590 CREST-VOLAND

Telephone: 04 79 31 60 03

Fax: 04 79 31 82 55

Email: [info@esfcrestvoland.com](mailto:info@esfcrestvoland.com)

You can now sign up for the services dispensed by E.S.F. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ.

For the other selling modes, please contact the E.S.F. CREST-VOLAND COHENNOZ.

Registration for the services of the E.S.F. CREST-VOLAND COHENNOZ implies unreserved acceptance of these general terms and conditions.

#### ARTICLE I – SERVICES

All E.S.F. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ.

Accordingly, the E.S.F. CREST-VOLAND COHENNOZ 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.

Learning to ski takes place in a specific environment with random characteristics. Its practice therefore makes it incumbent on customers and/or 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 customer and/or pupil to follow the instructor's instructions.

#### 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. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ prices are presented in the E.S.F. CREST-VOLAND COHENNOZ catalogue and on the online sales site, accessible via esf.net and via the specific E.S.F. CREST-VOLAND COHENNOZ site concerned.

The prices stated comprise the teaching service dispensed by an E.S.F. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ. 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. CREST-VOLAND COHENNOZ. 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. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ.

The E.S.F. CREST-VOLAND COHENNOZ 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. CREST-VOLAND COHENNOZ ticket office during the period of the lessons. After the final day of lessons, no refunds can be made.

## **ARTICLE VII – CANCELLATION OF THE BOOKING BY THE CLIENT**

### **7.1: Cancellation of a booking prior to the 15 days preceding the start of the service:**

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the E.S.F. CREST-VOLAND COHENNOZ when purchasing online) please refer to the insurance conditions.
- If you have not subscribed to a cancellation policy, the E.S.F. CREST-VOLAND COHENNOZ will reimburse the sum that you have paid less expenses of 20 euros.

### **7.2: Cancellation of a booking within 15 days of the start of the service:**

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the E.S.F. CREST-VOLAND COHENNOZ when purchasing online) please refer to the insurance conditions.
- If you have not subscribed to cancellation insurance and provided there is a legitimate reason (inability to ski certified by a medical certificate covering the period of the service): the E.S.F. CREST-VOLAND COHENNOZ shall propose to postpone the service if possible, and if not shall the sum that you have paid less expenses (10% of the transaction with a minimum of 20 euros).
- In the absence of a legitimate reason: the client will not be able to claim any reimbursement.

### **7.3: Cancellation of the booking during the service:**

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the E.S.F. CREST-VOLAND COHENNOZ when purchasing online) please refer to the insurance conditions.
- In the absence of a cancellation policy the client will not be able to claim any reimbursement.

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

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

The E.S.F. reserves the right to cancel or curtail the lessons:

- in the event of closure of the slopes or of the ski lifts, and/or,
- if the weather conditions make it dangerous for the group to access the skiing areas, and/or,
- if the E.S.F. is unable to replace an instructor who is absent for a legitimate reason (e.g., unfit to ski, as evidenced by a medical certificate associated with COVID-19).
- If the number of students is less than 4, the E.S.F reserves the right to cancel, to group the courses on a single site and/or to group several levels of teaching.

## **8.2: Refunds**

- In any of the cases stated in article 8.1: the E.S.F. shall refund the sums paid by the customer in the event of the service being cancelled, and in the case of curtailment shall award the customer credit calculated on the basis of the unit price.
- In all other cases: the E.S.F. shall refund the sums paid by the customer and shall 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.

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

It is the responsibility of the customer and/or pupil to abide by the current health rules.

The E.S.F. instructors reserve the right to check the validity of the health/vaccine passes of their pupils if this constitutes a Government requirement for accessing the ski lifts.

On this basis, pupils not presenting a valid pass will be subject to the provisions of article 7 of these general terms and conditions.

If the health situation were to deteriorate and in the event of new Government measures making travel to the resort impossible (such as a lockdown or the closing of the borders), the E.S.F. will propose, upon presentation of proof, a rescheduling if this is possible, or else will refund all sums paid, minus transaction costs.

## **ARTICLE X – RESELLING OF SERVICES**

Any reselling of services dispensed by the E.S.F. CREST-VOLAND COHENNOZ, in particular via apps, intermediate websites and/or reselling platforms, is prohibited without the express agreement of the E.S.F. CREST-VOLAND COHENNOZ.

## **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. CREST-VOLAND COHENNOZ 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).

