



**GENERAL TERMS AND CONDITIONS FOR DISTANCE SELLING OF
SKIING AND SKIING SERVICES AND OTHER SKI DISCIPLINES BY
GERARDMER FRENCH SKI SCHOOL MONITORS.**

Welcome to the **online booking system of the French Ski School**

ESF Gérardmer

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Via our website, by phone, fax, or any other means of distance communication you can now subscribe to the services provided by the instructors of ESF Gérardmer.

For online sales via our website, simply follow the online registration procedure and your order will be transmitted electronically to E.S.F Gérardmer.

For other modes of distance selling, please contact the E.S.F. of Gerardmer.

Registration for ESF Gérardmer services implies acceptance of these general terms and conditions.

ARTICLE I: BENEFITS

All the ESF Gérardmer instructors have completed a training validated by the State and their teaching methods are recognized on a national and international level.

Benefits are provided individually or in groups. The smooth running of the lessons assumes a homogeneous level of skiers.

Given the material impossibility for the ESF Gérardmer instructors to check the level of each student, prior to registration, the latter is responsible for choosing the

technical level he has selected according to the grid established by the ESF Gérardmer.

Consequently, the ESF Gérardmer reserves the possibility of reincorporating into a group more adapted to its level a skier whose level does not correspond to his statement and subject to the capabilities of other groups. The skier will not be able to claim any refund or any compensation of this fact due to his only declaration.

The learning of skiing takes place in a specific environment of randomness. His practice therefore requires the student to personally look after his own safety and that of others.

The instructor's responsibility 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 equipment.

ESF Gérardmer is not responsible for accidents caused by skiers taking part in the course.

ARTICLE II: INSURANCE

The provider subscribes a professional liability insurance which covers the instructors in the exercise of their function against damage to a third party and the practitioners during the time they are under the authority of the E.S.F. and of the instructor.

The client and / or student is solely responsible for his equipment. The instructors cannot be held responsible for damages caused by this equipment or in case of theft or deterioration thereof.

ARTICLE III: RATES / REGISTRATION / PAYMENT

3.1: Prices

The ESF Gerardmer rates are presented on this online sales site, accessible from esf.net and from the specific ESF website Gérardmer www.esf-gerardmer.fr

The prices quoted include the teaching service provided by an E.S.F instructor. to the exclusion of all other services (insurance, ski lifts, accommodation, etc.), except in special cases. In

Consequently, the student must, before the scheduled time of the course, provide

himself with a fixed price for the access to the ski lifts and, according to his choice, an insurance which will have to cover it against the risks inherent to a practice sports in mountain environment (liability, relief, etc.

3.2: Registration and payment terms

3.2.1: For online sales made via our website

You must complete the booking procedure on this site. With online payment your reservation will be sent to the E.S.F. Gerardmer.

You will immediately be acknowledged receipt of your order by e-mail.

Payment is in full at the time of shipment of your reservation via the E.S.F online sales website. This payment manifests the conclusion of the contract. I

I is confirmed by sending an email.

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

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

The services are reserved for firm dates.

As a result, the 7-days retraction period for distance sales provided for in **Article L121-20**

of the Consumer Code is not applicable under **Article L121-20-4** of the same code.

3.2.2: For other modes of distance selling:

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

THE F. ensures the only availability of the courses offered at the time of conclusion of the contract.

The payment manifests the conclusion of the contract.

The services are reserved for firm dates. As a result, the 7-day retraction period for distance sales provided for in **Article L121-20**

of the Consumer Code is not applicable under **Article L121-20-4** of the same code.

ARTICLE IV-REQUEST FOR THE REFUND OF MEDALS:

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

If you proceeded to the purchase of ALL INCLUSIVE (ski lessons + medal) and that you do not wish to receive a medal: it is possible to obtain the refund of this one, at the public price, by asking it at the counter of the E.S.F. Gérardmer during the course period. After the last day of classes, no refund will be possible.

ARTICLE V: CANCELLATION OR INTERRUPTION BY CUSTOMER

5.1: Cancellation of a booking up to 15 days before the beginning of the service

If you have taken out a personal cancellation insurance (in particular the one offered by E.S.F. de Gérardmer during your online purchase) please refer to the conditions of this one.

If you have not taken out cancellation insurance and subject to a case of force majeure with presentation of proof E.S.F. from Gérardmer you will refund the price paid less a booking fee (10% of the transaction with a minimum of €20).

In the absence of force majeure: the E.S.F. Gérardmer will refund you the price paid less a processing fee (10% of the transaction with a minimum of €20) to which will be added a termination indemnity (10% of the transaction with a minimum of €20).

5.2: Cancellation of a reservation within 15 days and 24 hours before the start of the service:

If you have taken out a personal cancellation insurance (in particular the one offered by E.S.F. de Gérardmer during your online purchase) please refer to the conditions of this one.

If you have not taken out cancellation insurance and subject to a case of force majeure with presentation of proof: the E.S.F. Gérardmer will reimburse you the

price paid less a processing fee (10% of the transaction with a minimum of € 20).

In the absence of force majeure: the E.S.F. Gérardmer will apply a deduction equal to 50% of the price paid.

5.3: Cancellation of a reservation less than 24 hours before the beginning of the service

No postponement, exchange or refund will be made.

In the event of absence of the customer at the beginning of the courses, the price of this one will not be refunded and the course will not be postponed, exchanged or refunded for another course.

The Gérardmer ESF reserves the right to cancel or interrupt classes, particularly if the behavior of a skier is such as to disturb his progress. This cancellation does not give rise to any compensation.

5.4: Interruption during the performance (only for Group Classes):

If you have subscribed a personal cancellation insurance (in particular that proposed by E.S.F. Gérardmer when you buy online) please refer to the conditions of this one.

In the absence of cancellation insurance and subject to a case of force majeure with presentation of proof: you will then be offered the refund of the unused part in the form of having calculated on the basis of the unit price, for either the season in court or the next season only.

ARTICLE VI: CANCELLATION / INTERRUPTION / EXCLUSION AS A RESULT OF THE ESF :

The E.S.F. reserves the right to cancel or interrupt lessons in the event of slope or lift closures.

Skiing is an outdoor activity, and no refunds will be made in the event of bad weather (rain, wind, snow).

Lessons will continue even if the ski area is only partially open, and no credit note or refund will be issued in this case.

If the ski resort is closed only, we can offer to relocate your lessons with our Gérardmer instructors to another ski resort close to Gérardmer, or we can offer you a credit note or a pro rata refund for lessons not taken.

6.1: Refund

In case of force majeure: the ESF will refund the sum you have paid in prorata of the courses not consumed.

6.2: Exclusion

The ESF Gérardmer reserves the right to exclude at any time a person whose behavior is likely to disturb the course of education. In this case, the customer cannot claim any refund.

ARTICLE VII: SETTLEMENT OF DISPUTES

The parties will endeavor to resolve amicably possible difficulties that may arise in the performance of the contract. If no amicable agreement could 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 any nature whatsoever will fall within the jurisdiction of the French civil and commercial courts, including ruling on interlocutory proceedings.