



**esf** ÉCOLE  
DU SKI  
FRANÇAIS  
*Pour le plaisir*



## General Sales Conditions

### ESF Megève

#### **General Terms and Conditions for the Sale of teaching and supervision services for skiing and other winter sports disciplines by E.S.F. instructors of Megève**

You can now sign up for the services dispensed by E.S.F. instructors via our site, by e-mail, 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 distance 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.

#### **I – INSTRUCTORS**

All E.S.F. instructors have received / are receiving training validated by the French State and possess currently-valid authorisation to teach skiing and associated disciplines. Teaching 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.

#### **II – CHOICE OF SERVICES PROVIDED**

Customers shall inform the E.S.F. Megève of their choice through the formal documents that they complete and return to the E.S.F. Megève.

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.

Consequently, 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 reimbursement or compensation on account of this, arising from the skier's declaration alone.

### **III – PERFORMANCE OF SERVICES**

In order to attend a ski lesson, the client and/or pupil has to have their lesson card in hand.

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 that of others. The responsibility of the instructor is therefore limited to a best-efforts obligation. It is the responsibility of the pupil to respect 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.

### **IV - INSURANCE**

The client and/or pupil is not insured by the ESF. To avoid risks and financial trouble following an accident, remember to subscribe to a specific insurance (as E-Gloo Protect).

Customers and/or pupils are 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.

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 covers the practitioners during the time that they are under the authority of the E.S.F. and the instructor.

### **V – TARIFFS**

The E.S.F. prices are presented on its online sales site, or on the brochure.

The prices stated comprise the teaching service dispensed by an E.S.F. instructor, to the exclusion of 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 the pupil against the inherent risks of practising sport in a mountain environment (civil liability, mountain rescue, etc.).

### **VI – TERMS OF REGISTRATION AND PAYMENT**

**No bookings can or will be taken over the phone.**

## **6.2 Sales at the office:**

Registration takes place by sending a booking form accompanied by the full payment, by cheque, credit card, to E.S.F. Megève.

This payment signals the conclusion of the contract.  
The services are booked for set dates.

In the case of sales at the ticket office, no withdrawal deadline is applicable.

## **6.2 For distance selling modes:**

Registration takes place by sending a booking form accompanied by the full payment by cheque, credit card, to E.S.F. Your booking form(s) must reach us at least 15 days before the beginning of the chosen lessons, with details for the total payment included, in order for them to be confirmed. Please include a telephone number within your correspondence, so that we can contact you if we find that your booking form is incomplete. **Any booking form(s) received without a phone number and a means of payment will not be processed.**

The E.S.F. only 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.

## **6.3 For online sales made via our website:**

You need to pursue the booking procedure stated on the site. Once paid for online, your booking will be transmitted to E.S.F. You will immediately receive acknowledgement of your order by e-mail.

Payment is made in full when you make your booking 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 over the Internet of your booking and bank transfer to E.S.F. via S-money (secure service developed by a company of the Groupe Banque Populaire Caisse d'Épargne).

The E.S.F. only guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

## **VII – RIGHT OF WITHDRAWAL NON APPLICABLE**

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 12° of article L.221-28, concerning leisure activity services that are to be provided on a specific date.

## **VIII – REQUEST FOR MEDALS REFUND**

Valid only if purchasing an ALL-IN PACKAGE: Ski lessons + medal.

*(The price of the children group lessons includes the medal at 7 €. All profits will be donated to the Caisse de Secours of the ESF Megève.)*

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 reimbursement of the medal, at the public price, at the end of the week on return of the medal, by request at the E.S.F. ticket office.

## **IX – CANCELLATION OR INTERRUPTION DUE TO THE CLIENT**

If you have subscribed to personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online) please refer to the insurance conditions.

Collective lessons: The full amount of your reservation will be refunded if the cancellation takes place at least 2 days before the beginning of the lesson(s). **No refund(s) will be given once the lessons have started.**

Private lessons: The full amount of your reservation will be refunded if the cancellation takes place at least 15 days before the beginning of the requested lesson(s). If the cancellation takes place between 14 days and 4 days before the beginning of the lesson(s), an amount corresponding to the hours of the first day will be retained. **No refund(s) after this period.**

The ESF cannot be held responsible for: weather conditions, ski lift breakdowns or other incidents outside of their control.

If clients are not present at the beginning of the scheduled class for which they have signed up, tuition will not be refunded and not be changed for another class.

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

The E.S.F Megève reserves the right to cancel or interrupt the lessons, notably in the case of “force majeure”. The following are in particular cases of “force majeure”: the whole closure of the slopes or the chair lifts and weather conditions that make it dangerous for the group to access the sites where the activity is to be pursued.

In addition, the E.S.F Megève reserves the right to cancel and refund the group lessons if there are fewer than 5 (five) people booked into a group.

The E.S.F. reserves the right to exclude at any time anyone whose behavior is likely to disrupt the progress and threaten the safety of the lesson. In this case, the customer cannot claim any reimbursement.

Every started lesson is fully owed.

## **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 found, 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.

## **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 within 60 days, the customer may bring the complaint before the Tourism and Travel mediator, whose contact and procedural details may be found on the site: [www.mtv.travel](http://www.mtv.travel).

## **XIII - PERSONAL DATA PROTECTION**

In the framework of the services it proposes, the E.S.F. may collect your personal data for the purposes of executing this contract, and solely for this purpose.

The E.S.F. treats this information with the utmost confidentiality.

Users are informed that, in compliance with article 32 of the French Data Protection Act of 6 January 1978 (amended), the information they communicate to E.S.F., in particular via the form on the E.S.F. website, is necessary to satisfy user requests and is for the attention of the E.S.F., which is responsible for processing the data for administrative and commercial management purposes.

The E.S.F. undertakes not to transmit this information to any third parties unless with the express consent of the user, in particular in the case of purchasing services proposed by a partner of the E.S.F. In this case, the user recognizes that this data shall be transmitted to the partner concerned in order to process the user's request.

The E.S.F. shall retain this information until the user requests the deletion of his/her account.

In accordance with the provisions of articles 38 ff. of the French Data Protection Act, No. 78-17 of January 1978 relating to information technology, data filing systems and individual liberties, all users have the right of access, rectification, deletion and opposition with regard to their own personal information. To exercise this right, please send your request to the E.S.F. at the following address: [info@megeve-ski.com](mailto:info@megeve-ski.com)

The E.S.F. considers that personal information such as the name, address, email address and telephone number of the user is information of a private and confidential nature.

The information communicated by the user is used exclusively by the E.S.F. for the implementation of the contract.