

# 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**

E.S.F de Megève  
Address: 176 rue de la Poste - BP14 - 74120 MEGEVE  
Phone number: +33 (0)4 50 21 00 97  
Email : [Contact](#)

Hereinafter referred to as "ESF".

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

### **ARTICLE I – SERVICES**

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.

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.

Accordingly, 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.

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.

## Cross-border ski areas

As part of the teaching provided by the ESF instructors, children may be required to ski in cross-border ski areas and thus cross the Swiss, Italian and/or Spanish borders within the limits of the ski area.

Any dispute relating to the above must be made in writing by the legal guardian(s) of the child concerned to the Management of the French Ski School, at least 48 hours before the start of the lesson.

## ARTICLE II – INSTRUCTORS' LIABILITY

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.

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

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 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).

## ARTICLE IV – PRICES / REGISTRATION / PAYMENT

### 4.1: Prices

The E.S.F. prices are presented on its online sales site, accessible via [esf.net](http://esf.net) and via the specific E.S.F. site concerned, 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.).

### 4.2: Terms of registration and payment

#### 4.2.1: For online sales made via our website

You must follow 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 LEMONWAY, certified by ACPR.

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

#### 4.2.2: For other selling modes

Registration takes place by sending a booking form accompanied by the full payment by cheque, credit card, to E.S.F. Services are booked for set dates. **Any booking form(s) received without a phone number and a means of payment will not be processed. No bookings can or will be taken over the phone.**

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.

### ARTICLE V – RIGHT OF WITHDRAWAL NON APPLICABLE WHATEVER THE BOOKING MODE (ONLINE OR AT THE ESF OFFICES)

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.

### ARTICLE VI – REQUEST FOR MEDALS REFUND

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

*(The price of the children group and snowboard group lessons includes the medal. 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. No later than the last day of the card's validity.

### ARTICLE VII – CANCELLATION OR INTERRUPTION DUE TO THE CLIENT

If you have subscribed to personal cancellation insurance (in particular, the one offered 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 (notified by e-mail) 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 (notified by e-mail) 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. Every started lesson is fully owed.

### ARTICLE VIII – CANCELLATION / INTERRUPTION / EXCLUSION BY THE ESF

#### 8.1: Cancellation / Interruption

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, 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).

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.

## **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 interruption shall award the customer credit calculated on the basis of the unit price.

In any other cases: 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 interruption shall award the customer credit calculated on the basis of the unit price.

## **8.3: Exclusion**

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 shall not be entitled to any refund.

# **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 refund all sums paid, minus transaction costs.

# **ARTICLE X – RESELLING OF SERVICES**

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

# **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 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.

# **ARTICLE 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).