

## General Terms and Conditions of sale

**GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES RELATING TO THE TUITION AND SUPERVISION OF SKIING AND OTHER SNOWSPORTS DISCIPLINES BY INSTRUCTORS AT THE E.S.F (ECOLE DE SKI FRANCAIS) AT LES MENUIRES AND ST MARTIN DE BELLEVILLE.**

E.S.F Les Menuires / St Martin de Belleville

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Email: [contact@esf-menuires.com](mailto:contact@esf-menuires.com); [stmartin@st-martin-belleville.com](mailto:stmartin@st-martin-belleville.com)

Website: [www.esf-lesmenuires.com](http://www.esf-lesmenuires.com)

You can register for services provided by our E.S.F instructors in Les Menuires/St Martin de Belleville either via our website, by email, fax or any other method of communication.

For online sales via our website, just follow the instructions online and your order will be sent to the E.S.F electronically.

For all other methods of registration and sale you can contact the E.S.F of Les Menuires and Saint Martin de Belleville.

Registration for E.S.F services at Les Menuires/St Martin de Belleville implies total acceptance of these general terms and conditions.

### **ARTICLE I – SKI INSTRUCTORS AND SERVICES**

All of the instructors at the E.S.F of Les Menuires/ St Martin de Belleville have undertaken state-accredited training and their teaching methods are recognised both nationally and internationally. They are all licensed to teach skiing and other related disciplines.

Our services are provided for individuals or small groups. In order for the lessons to be successful, the competence level of all of the skiers participating in them will need to be of the same standard. Given that it would be impossible from a practical point of view for the E.S.F instructors to assess the standard of each client prior to registration, it is the responsibility of the client to select the most appropriate ability level.

Consequently, the E.S.F reserves the right to move a client to a more appropriate level ski group if the clients declared ski ability doesn't correspond with the abilities of the other members of the group. The client will not be entitled to a refund nor be able to claim for any other type of compensation.

Learning to ski will take place in a specific but random environment. Accordingly, the pupil will be personally liable for his own safety and also for that of any third parties. The instructor's liability will be limited to facilitating skiing lessons. It is the responsibility of the pupil to follow the instructor's instructions. The pupil will be solely liable for his own equipment.

### **ARTICLE II – INSURANCE**

The E.S.F subscribes to a Professional Indemnity Policy which covers their instructors during their employment against any damage which they may cause to third parties as well as covering their clients whilst they are subject to the authority of the E.S.F and the instructors.

Warning: This insurance does not cover the following costs that E.S.F clients may personally incur: emergency expenses, medical expenses, breakage or theft of skis, costs of unused ski lift passes, etc. For this reason, the E.S.F of Les Menuires/ Saint Martin de Belleville recommends to its clients to

verify that they are well covered to this effect and if this is not the case of purchasing insurance covering these risks to take advantage of their ski holidays in peace. The client and / or the student is solely responsible for his / her equipment. The instructors cannot be held responsible for the damage caused by the said equipment or for the thefts or deterioration of the latter.

The E.S.F of Les Menuires/ St Martin de Belleville will not be liable for any accidents caused by any of the skiers participating in the lesson.

## **ARTICLE III – RATES / REGISTRATION / PAYMENT**

### **3.1: Rates**

The rates of the E.S.F at Les Ménuires/ St Martin de Belleville are displayed on the website: [www.esf-lesmenuires.com](http://www.esf-lesmenuires.com) and are set out in the E.S.F brochure.

The prices quoted include tuition services provided by an instructor of the E.S.F in Les Menuires/ St Martin de Belleville but do not include any other service (insurance, ski lifts, accommodation, etc.), unless otherwise stated.

Accordingly, prior to the lesson commencing, it is up to the pupil to obtain a lift pass in order to access the ski lifts and also to take out his own insurance which should cover him against any of the risks inherent in a sporting activity taking place in a mountain environment (public liability cover, emergency cover, etc.).

### **3.2: Provisions as to registration and as to payment**

The E.S.F of Les Menuires/St Martin de Belleville will ensure the availability of its lessons once a contract has been concluded. Dates will then be booked for the provision of the services.

**3.2.1: Online sales made via our internet site:** You will need to follow the registration procedure on our website. With online payment your reservation will be forwarded to the E.S.F of Les Menuires/ St Martin de Belleville. Your order will be immediately acknowledged by email.

The reservation is confirmed at the moment of payment via our sales website. This payment marks the conclusion of the contract. It will be confirmed by mail.

A unique method of registration and payment is at your disposal: Sending via the Internet your reservation and the bank transfer to the E.S.F. Les Menuires and / or Saint Martin de Belleville through S-money (service sécurisé développé par une société du Groupe Banque Populaire Caisse d'Épargne).

**3.2.2: For other methods of registration and sale:** Registration is carried out through the completion of our Booking form, accompanied with partial or full payment by cheque, bank card etc to the E.S.F. The payment marks the conclusion of the contract.

**3.2.3: Cancellation period:**

Services are booked for fixed dates. Consequently, the withdrawal period for distance sales of 14 days provided for in **Article L121-20** of the Consumer Code is not applicable in accordance with **Article L121-20-4** of the same code.

In the case of sales made at the counter in resort, there is no applicable withdrawal period.

## **ARTICLE IV – REQUEST FOR REIMBURSEMENT OF MEDALS**

Valid only if you have purchased an ALL INCLUSIVE package: Ski lessons + medal.

If you have purchased an ALL INCLUSIVE (ski + medal) and you do not wish to receive the medal: you can obtain a refund of the medal at the public price, by requesting it at the ESF counter in which you purchased the ski lesson package on the last day of the course. After this point, no refund will be possible.

## **ARTICLE V – CANCELLATION / CANCELLATION AFTER THE COURSE HAS STARTED / EXCLUSION OF CLIENTS**

### **5.1: Cancellation of a booking where only partial payment has been made:**

A deposit constitutes partial payment which will be retained by the E.S.F should cancellation occur.

### **5.2: Cancellation of a booking where full payment has been made:**

5.2.1 The packages are reserved only for fixed dates. In case of cancellation regardless of the reason, the cost of the package cancelled will not be reimbursed by E.S.F nor will it be exchanged for another package.

For this reason, E.S.F recommends to all clients to check that they are appropriately insured to this effect and if not to subscribe to a suitable cancellation insurance.

5.2.2. In the case of a client being absent at the start of a lesson, or during course of a package of lessons purchased, and regardless of the reason, the price of the package will not be reimbursed or exchanged with another package.

For this reason, E.S.F recommends to all its clients to check that they are appropriately insured to this effect.

### **5.3 Cancellation/ exclusion of the clients by E.S.F**

Cancelation/ Interruption: The E.S.F in Les Ménuires/ St Martin de Belleville reserves the right to cancel lessons before they are due to begin or after they have begun particularly in the event of a 'force majeure'.

Force majeure principally comprises an event involving: closure of the ski slopes or of the ski lifts, weather conditions which are considered dangerous with regards to groups accessing the ski areas.

Exclusion: The E.S.F in Les Menuires/St Martin de Belleville retains the right at any time to exclude any client whose behaviour is such that it disrupts the proper delivery of the tuition. Should this occur, the client will not be entitled to any refund.

## **ARTICLE VI – RESOLUTION OF DISPUTES**

The parties shall use their best endeavours to try to amicably resolve any problems which may occur during the currency of the contract. In the event that this is not possible, any disputes relating to the validity, interpretation and/or execution of this contract will be exclusively governed by French Law.

All litigation of no matter what kind and inclusive of any summary proceedings will be subject to French civil and commercial jurisdiction.

## **ARTICLE VIII - RIGHTS TO IMAGES**

The customer grants authorisation to the ESF Menuires / St Martin to photograph and / or to film during the lessons given by the ESF and followed by the client and / or during the competitions organized by the ESF in which the client participates. The customer authorizes the ESF Menuires / St Martin to use, specifically by way of reproduction, representation, projection and adaptation, these images (photographs or videos) on its website or on the website of the service provider having made taken these images. This authorization is granted for the entire world and for a period of 5 years from the capture of said images. If the client is a minor, the client's parents grant the ESF Menuires / St Martin permission to use the images of the client, under the same conditions.