

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 E.S.F INSTRUCTORS

E.S.F Les Menuires / St Martin de Belleville
Adresse : Immeuble Vanoise
Telephone: +33 (0)6 86 52 63 70
Fax: +33 (0)4 79 00 22 19
Email: contact@esf-menuires.com; stmartin@st-martin-belleville.com
Website: www.esf-lesmenuires.com

Hereinafter referred to as "E.S.F."

You can now sign up for the services dispensed by E.S.F. instructors via our site, by email, 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 all other 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 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.

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.

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 II – INSURANCE

The E.S.F subscribes to a Professional 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.

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.

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 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 – PRICES / REGISTRATION / PAYMENT

3.1: Prices

The E.S.F. prices are presented on the online sales site, accessible via esf.net and via the specific E.S.F. site www.esf-lesmenuires.com and are set out in the E.S.F 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.).

3.2: Terms of registration and 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: For online sales made via our site:

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.

3.2.2: For other methods of registration and sale:

Registration takes place by sending a booking form accompanied by the partial or full payment by cheque, bank card etc to the E.S.F. The payment marks the conclusion of the contract.

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 IV – RIGHT OF WITHDRAWAL NOT 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.

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

ARTICLE V – REQUEST FOR REIMBURSEMENT 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 reimbursement of the medal, at the public price, by request at the E.S.F. ticket office during the period of the lessons. After the final day of lessons, no reimbursement shall be possible.

ARTICLE VI – 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.

ARTICLE VII – CANCELLATION / INTERRUPTION / EXCLUSION BY ESF

7.1: Cancellation/interruption

The E.S.F. reserves the right to cancel or terminate the lessons in the event of closure of the slopes or of the ski lifts or if the weather conditions make it dangerous for the group to access the skiing areas.

7.2: Exclusion

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

ARTICLE VIII – PERSONAL DATA PROTECTION

In the framework of the services that it proposes, the E.S.F. may collect the personal data of its users.

The collection of these data is subject to the provisions of the General Data Protection Regulation (GDPR) of 25 May 2018, and the French Data Protection Act of 6 January 1978 (consolidated).

8.1: Collecting data & obtaining consent

The data collected upon the voluntary registration of an E.S.F. user are: their last name, first name, date of birth, postal address, email address and telephone number.

This information is strictly required for the implementation of this contract, as consented to by the user.

Photos may be taken or video recordings made during lessons and competitions. The consent of the pupils (or of their legal representative when they are minors) for broadcasting these images is obtained via a form.

8.2: Purpose of data processing

These data are collected exclusively for the exercise of E.S.F. activities.

The S.N.M.S.F. (Syndicat National des Moniteurs du Ski Français - National Association of French Ski Instructors), owner and promoter of the ESF trademark, reserves the right to send information to the users of the E.S.F. concerning ESF activities. Users may, at any time, unsubscribe from the mailing list.

The collected data may also be used for commercial promotion purposes for the ESF brand, subject to the express agreement of the user.

8.3: Personal data processing responsibility

The E.S.F. is responsible for the processing of the personal data of users collected for the exercising of its activities.

8.4: Recipients of these data

The collected data are for the attention of the E.S.F. and S.N.M.S.F. management team, and our partner Tourism Office.

The data are processed with the utmost confidentiality and are not communicated to any third parties without obtaining express consent from the user concerned.

8.5: Security of processing

The information obtained is saved in an E.S.F. and S.N.M.S.F. computer file.

Appropriate technical and organisational measures are taken to prohibit unauthorised access or the disclosing of personal user data.

8.6: Right of opposition, access, rectification and deletion

Any client of the E.S.F. has a right of opposition, access, rectification and deletion for their personal data.

To exercise this right, they must send their request by mail on : contact@esf-lesmenuires.fr

For statistical purposes, these data may be rendered anonymous and global.

8.7: Storage duration

The collected data are stored and archived by the E.S.F. and the S.N.M.S.F. They shall be rendered anonymous at the end of three consecutive seasons from the booking date, if the user does not respond to any solicitation from the E.S.F.

ARTICLE IX – 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 X – 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.