

GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES RELATING TO TUITION AND SUPERVISION OF SKIING AND OTHER SNOWSPORTS BY INSTRUCTORS AT THE E.S.F. (ECOLE DU SKI FRANCAIS) IN SERRE CHEVALIER MONETIER

E.S.F. SERRE CHEVALIER MONETIER
Address: HALTE DE PRE CHABERT
Telephone: 04 92 24 42 66
Email: info@esf-monet.com

You can now book services provided by our E.S.F. instructors at Serre Chevalier Monetier via our website, by telephone, or by post.

For online sales via our website, simply follow the online registration instructions and your order will be transmitted electronically to the E.S.F. at Serre Chevalier Monetier

For other types of distance selling, please contact the E.S.F. at Serre Chevalier Monetier

Registration for E.S.F. services at Serre Chevalier Monetier implies complete acceptance of these general terms and conditions.

ARTICLE I - SERVICES

All of the E.S.F. instructors at Serre Chevalier Monetier have undertaken state-accredited training and their teaching methods are recognised both nationally and internationally.

Our services are provided for both individuals and for groups. In order for the lessons to be successful, the level of all skiers participating in them needs to be the same. Given that it is impossible from a practical point of view for the E.S.F. instructors at SERRE CHEVALIER MONETIER to assess the standard of each pupil individually prior to registration, pupils are solely responsible for the choice of level selected in accordance with the table provided by the E.S.F. SERRE CHEVALIER MONETIER

Accordingly, the E.S.F. SERRE CHEVALIER MONETIER retains the right to move the skier from one group to another more suitable group for their standard if the standard the pupil chose at registration proves to be incorrect. This can only occur when and if other groups have room for the pupil. In this respect, the skier in question cannot claim any reimbursement or any other type of compensation concerning their original standard when registering.

Learning to ski takes place in a specific but random environment. Accordingly, pupils are personally liable for their own safety and also for that of any third parties. The instructor's liability is limited to working with due care and attention. It is the responsibility of the pupil to follow the instructor's instructions. The pupil is solely liable for their own equipment.

The E.S.F. Serre Chevalier Monetier is not liable for any accidents caused by any of the skiers participating in lessons.

ARTICLE II - INSURANCE

All ESF Serre Chevalier Monetier instructors are covered by Professional Liability insurance in the exercise of their function for any damage or injury to third parties that also covers their clients whilst they are under the supervision and authority of the instructor.

Client and/or pupils are solely liable for their own equipment. Instructors cannot be held responsible for any damage caused by ski equipment or for theft or deterioration of the latter.

ARTICLE III - RATES / REGISTRATION / PAYMENT

3.1: Rates

The rates of the E.S.F. At Serre Chevalier Monetier can be consulted on the online sales site accessible from the esf.net site as well as on the E.S.F. Serre Chevalier Monetier site.

The prices are for tuition provided by an instructor of the E.S.F. Serre Chevalier Monetier but do not include any other service (insurance, ski lift passes, accommodation, etc.), unless otherwise stated. Consequently, the pupil should be in possession of their ski pass before arriving at the given time for the lesson, and if they wish, insurance that covers all possible risks when practicing a sport in an alpine environment (personal liability, rescue).

3.2: **Booking and payment terms**

3.2.1: Online sales on our site:

You must complete the booking procedure on the site. Your booking will be transferred to the E.S.F. Serre Chevalier Monetier You will immediately receive a confirmation of your booking by email.

Payment is made in full at the time of booking. This payment means the contract is finalized. Conclusion of the contract is confirmed by email..

Secure payment is made using Cyberplus (Banque Populaire's electronic bank) and your booking form and bank transfer is sent to the E.S.F. Serre Chevalier Monetier, your payment is certified, secure and guaranteed by the banking system.

The E.S.F. Serre Chevalier Monetier will ensure the availability of the lessons booked once a contract has been concluded.

Lessons are booked for specific dates that cannot subsequently be changed.

3.2.2: Sales by telephone and post:

Bookings can be made by sending a booking form together with the full amount due by cheque, bank transfer, etc. to the E.S.F Serre Chevalier Monetier.

Bookings can be made by phone accompanied with payment of the full amount by bank card (the ski school does not keep any card details on record) to the E.S.F Serre Chevalier Monetier

The E.S.F. Serre Chevalier Monetier will ensure the availability of the lessons booked once a contract has been concluded.

Payment concludes the contract.

Lessons are booked for specific dates that cannot subsequently be changed.

ARTICLE IV - REQUEST FOR VALUE OF MEDAL TO BE REIMBURSED

Only valid if an ALL-INCLUSIVE option of Ski lessons + medal has been purchased.

If you have purchased an ALL-INCLUSIVE option (ski lessons + medal) and you do not require the medal: it is possible to be reimbursed the retail price of the medal upon request to the E.S.F. office at any time whilst the lessons are ongoing. Once the lessons have ended, no reimbursement will be possible.

ARTICLE V - CANCELLATION OF THE BOOKING BY THE CLIENT

5.1: Cancellation of a booking **more than two weeks before** the start of lessons:

- If you have purchased cancellation insurance recommended by the E.S.F with your online purchase, the latter **will not take your cancellation request into account** other than in the case of the death (of the insured, or of their spouse or common-law partner, or heirs or parents).
- If you have purchased your own cancellation insurance with your online purchase rather than the policy recommended by the E.S.F., please refer to the terms and conditions therein.
- If you have not purchased cancellation insurance and in the event of “force majeure” and upon presentation of proof in relation thereto: the E.S.F. will reimburse the sum that you have paid less administration fees (10% of the transaction with a minimum of 20 euros).
- In the absence of “force majeure”: the ESF will reimburse the sum that you have paid less administration fees (10% of the transaction with a minimum of

20 euros) to which will be added compensation for breach of contract (10% of the transaction with a minimum of 20 euros).

5.2: Cancellation of a booking less than two weeks before the start of the service:

- If you have purchased cancellation insurance recommended by the E.S.F with your online purchase, the latter will take your cancellation request into account.
- If you have purchased your own cancellation insurance with your online purchase rather than the policy recommended by the E.S.F., please refer to the terms and conditions therein.
- If you have not purchased cancellation insurance and in the event of “force majeure” on presentation of proof in relation thereto: the E.S.F. will reimburse the sum that you have paid less administration fees (10% of the transaction with a minimum of 20 euros).
- In the absence of “force majeure”: the E.S.F. will withhold an amount equal to 50% of the sum that you have paid.

5.3: Cancellation of the booking once lessons have started (only for Group Lessons):

- If you have purchased cancellation insurance recommended by the E.S.F with your online purchase, the latter will not take your cancellation request into account.
- If you have purchased your own cancellation insurance with your online purchase rather than the policy recommended by the E.S.F, please refer to the terms and conditions therein.
- If you have not purchased cancellation insurance and in the event of “force majeure” on presentation of proof in relation thereto: you will be offered reimbursement of remaining lessons that you are unable to attend by way of a credit note calculated on the basis of the unit price.

ARTICLE VI - CANCELLATION / CANCELLATION AFTER THE COURSE HAS STARTED / EXCLUSION OF CLIENTS BY THE E.S.F.

The E.S.F. Serre Chevalier Monetier retains the right to cancel lessons before they are due to begin or after they have begun and in particular in the event of force majeure.

Force majeure principally comprises an event involving closure of the ski slopes or of the ski lifts, weather conditions that are considered dangerous for access to the ski area.

6.1: Reimbursement

- In the event of force majeure: the E.S.F. will reimburse the sum that you have paid.
- In the absence of force majeure: the E.S.F. will reimburse the sum that you have paid together with compensation of the same amount.

6.2: Exclusion

The ESF SERRE CHEVALIER MONETIER reserves the right to cancel or cut short a lesson for example in the event of bad weather, or if a skier's behavior perturbs the lesson. There will be no refund in case of cancellation.

ARTICLE VII - RESOLUTION OF DISPUTES

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

All litigation of any kind and including any summary proceedings will be subject to French civil and commercial jurisdiction.