

# General Terms and Conditions relating to Distance Selling

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

E.S.F. ....  
Address:  
Telephone:  
Fax:  
Email:

You can now register for services provided by our E.S.F. instructors at .....either via our website, by telephone, by fax or by any other method of distance communication.

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

As regards other types of distance selling, please contact the E.S.F. at .....

Registration for E.S.F. services at ..... implies total acceptance of these general terms and conditions.

### ARTICLE I – SERVICES

All of the E.S.F. instructors at ..... 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 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 at ..... to assess the standard of each pupil prior to registration, the latter will be solely responsible for the technical choice that he has selected in accordance with the table provided by the E.S.F. at .....

Accordingly, the E.S.F. at..... retains the right to move the skier from one group to another group which is more suitable for his standard if his said standard does not reflect that previously stated by him to be correct, but, this can only occur when and if the other groups have capacity to accommodate him. In this respect, the skier in question will not be able to claim either any reimbursement or any other type of compensation as regards his statement.

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.

The E.S.F. at ..... will not be liable for any accidents caused by any of the skiers participating in the lesson.

## ARTICLE II – INSURANCE

The E.S.F. subscribes to a Professional Indemnity Policy which covers their instructors in the course of 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.

The client and/or the pupil is solely liable for his own equipment. The instructors cannot be held liable for any damage caused by the said equipment or for thefts or deterioration of the latter.

## ARTICLE III – RATES / REGISTRATION / PAYMENT

### 3.1: Rates

The rates of the E.S.F. at..... are displayed on the online sales site, and can be viewed on esf.net as well as on the site of the E.S.F. at .....

The prices quoted include tuition services provided by an instructor of the E.S.F. at ..... 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 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

#### 3.2.1: As regards online sales on our site:

You must complete the registration procedure on this site. Further to your online payment being made, your booking will be transferred to the E.S.F. at..... and the latter will immediately email you to acknowledge receipt of your order.

Payment is effected once your booking is confirmed via the online sales site of the E.S.F. at ..... The said payment concludes the contract. Receipt thereof will be confirmed by email.

A unique way of registering and paying for our services is available: Cyberplus (Banque Populaire's electronic bank) sends your booking form and bank transfer via the internet to the E.S.F.at .....: thus your payment will be certified, secure and guaranteed by the banking system.

The E.S.F. at ..... will ensure the availability of its lessons once a contract has been concluded.

Services are booked for set dates. Consequently, the retraction deadline of 7 days for distance selling provided for in **Article L121-20** of the Consumer Code is not applicable in accordance with **Article L121-20-4** of the same code.

#### 3.2.2: As regards other types of distance sales:

Registration can be effected by sending a booking form together with the full amount due by cheque, bank card, etc., to the E.S.F at .....

The E.S.F. at ..... will ensure the availability only of lessons for which a contract has been concluded.

Payment concludes the contract.

Services are booked for set dates. Consequently, the retraction deadline of 7 days for distance selling provided for in **Article L121-20** of the Consumer Code is not applicable in accordance with **Article L121-20-4** of the same code.

#### **ARTICLE IV – REQUEST FOR VALUE OF MEDAL TO BE REIMBURSED**

Only valid if an ALL-INCLUSIVE option: 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 in the amount of the retail price in respect thereof by requesting this at the E.S.F. booking 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 EITHER BEFORE OR AFTER THE SERVICE HAS STARTED**

5.1: Cancellation of a booking **more than one fortnight** preceding the start of the service:

- If further to your online purchase you have subscribed to your own cancellation policy (in particular the one proposed by the E.S.F. during your on-line purchase), please refer to the terms and conditions therein.
- If you have not subscribed to a cancellation policy 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 expenses (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 expenses (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 **during the fortnight** before the start of the service:

- If further to your online purchase you have subscribed to your own cancellation policy (in particular the one proposed by the E.S.F. during your on-line purchase), please refer to the terms and conditions therein.
- If you have not subscribed to a cancellation policy 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 expenses (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 **during the service** (only for Group Lessons):

- If further to your online purchase you have subscribed to your own cancellation policy (in particular the one proposed by the E.S.F. during your on-line purchase), please refer to the terms and conditions therein.
- In the absence of a cancellation policy and in the event of force majeure on presentation of proof in relation thereto: you will be offered reimbursement of that part of the course 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. at..... retains the right to cancel lessons before they are due to begin or after they have begun particularly 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 which are dangerous as regards the groups accessing the practice areas.

### **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 in the same amount.

### **6.2: Exclusion**

The E.S.F. at..... 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 able to claim any reimbursement.

## **ARTICLE VII – 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 either 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.