

General Conditions

GENERAL CONDITIONS GENERAL TERMS OF TEACHING SERVICES, FOR SKIING AND OTHER SUCH ACTIVITIES, PROVIDED BY INSTRUCTORS OF THE "ESF Peisey Vallandry"

Welcome to the on-line reservation service of the Ecole du Ski Français " ESF Peisey Vallandry ":

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Via our site, you may now register for the services provided by the instructors of the ESF Peisey Vallandry You simply have to follow the instructions for on-line registration and your order will be sent electronically to the ESF Peisey Vallandry . By registering for services of the ESF Peisey Vallandry you will be deemed to have unconditionally accepted these general terms.

ARTICLE I: SERVICES PROVIDED

All the E.S.F instructors of Peisey Vallandry have followed a training course that is validated by the State and their teaching methods are recognized on a national and international level. The teaching services are provided individually or in a group. In order for the lessons to run smoothly, it is important that the skiers be of the same level. Given the fact that it is impossible from a practical point of view for the E.S.F. instructors of Peisey Vallandry to check the level of each pupil prior to their enrolment, the latter is responsible for the choice of the technical level that he or she selects according to the grid established by the E.S.F. of Peisey Vallandry. Consequently, the E.S.F of Peisey Vallandry reserves the right to reincorporate into a group that is more in line with their level a skier whose level does not correspond to their declaration. This is on condition that there is a space in one of the other groups. The skier will not be able to claim any reimbursement or compensation for this situation that is due solely to his or her declaration. Learning how to ski takes place in a specific environment that is by definition unpredictable. Skiing hence means that the pupil is personally responsible for their own safety and for that of fellow skiers. The instructor's responsibility is restricted to the obligation to use their best endeavours (i.e. skill, care and diligence). It is up to the pupil to comply with the instructions given by the instructor. The pupil is wholly responsible for his or her equipment. The E.S.F of Peisey Vallandry is not responsible for accidents caused by the skiers who take part in the lessons.

ARTICLE II: INSURANCE

The E.S.F. contracts Professional Civil Liability insurance that covers the instructors in the exercise of their function against damage to a third party and also those who are learning how to ski for the time period during which they are under the authority of the E.S.F. and the instructor.

ARTICLE III: TARIFFS / ENROLMENT / PAYMENT

3.1 : Tariffs

The E.S.F of Peisey Vallandry's tariffs are presented on this on-line sales site and can be accessed from esf.net and from the specific E.S.F Peisey Vallandry site. The prices quoted include the teaching provided by an E.S.F. instructor of Peisey Vallandry, and do not include any other services (insurance, ski lifts, accommodation, etc.), unless specified otherwise. Consequently, the pupil must ensure, at the time at which the lesson is scheduled to take place, that he or she has on them a ski pass that enables them to access the ski lifts and according to their choice, insurance that covers them against the risks inherent to pursuing a sporting activity in a mountain environment (civil liability, assistance, etc.).

3.2 : Enrollment and Payment

Please fill in the enrolment form that is included on this site. With the on-line payment, your booking will be sent to the E.S.F of Peisey Vallandry. You will immediately receive acknowledgement of receipt of your order by e-mail. Full payment must be made when your booking is sent via the E.S.F. of Peisey Vallandry on-line sales site. This payment illustrates that a contract has been entered into. It is confirmed by e-mail. The E.S.F of Peisey Vallandry ensures only the availability of the lessons that are proposed when the contract is entered into. The services are booked for firm dates. Only one means of enrolment and payment is made available to you: Sending of your booking and a bank transfer via the Internet to the E.S.F of Peisey Vallandry via Cyberplus (the Banque Populaire's electronic bank: secure payment that is certified and guaranteed by the bank).

Article IV : CANCELLATION OR INTERRUPTION DUE TO THE CLIENT

4.1 : Cancellation of a booking more than fifteen days prior to the commencement of the service:

- If the client has taken out cancellation insurance, the latter will pay for the processing of the cancellation request.
- If the client has not taken out cancellation insurance and subject to a case of force majeure with documentary evidence provided: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction plus a minimum of 20 Euros).
- If it is not a case of force majeure: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction plus a minimum of 20 Euros) to which severance payment will be added (10 % of the transaction plus a minimum of 20 Euros).

4.2 : Cancellation of a booking within 15 days prior to the commencement of the service:

- If the client has taken out cancellation insurance, the latter will pay for the processing of the cancellation request.
- If the client has not taken out cancellation insurance and subject to a case of force majeure with documentary evidence provided: the E.S.F. will reimburse the price paid minus the closing costs. (10 % of the transaction plus a minimum of 20 Euros).
- Without any valid motive: the E.S.F. will retain 50 % of the price paid.

4.3 : Interruption during the course of the lessons (solely for the Group Lessons):

- If the client has taken out cancellation insurance, the latter will pay for the processing of the cancellation request.

- If the client has not taken out cancellation insurance and subject to a case of force majeure with documentary evidence provided: the E.S.F. will offer to reimburse you for the unused part by means of a credit note that will be calculated based on the unit price.

Article V : CANCELLATION / INTERRUPTION / EXCLUSION BY THE E.S.F.

The E.S.F of Peisey Vallandry 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: 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.

5.1 : Reimbursement

- In the case of force majeure: the E.S.F. will reimburse the deposit paid by the client.
- If it is not a case of force majeure: the E.S.F. will reimburse the total amount of the payment paid by the client.

5.2 : Exclusion

The E.S.F Peisey Vallandry reserves the right to exclude at any time a person whose behaviour is likely to disturb the course of the lessons. In this case, the client cannot claim any reimbursement.

Article VI : SOLVING DISPUTES

The parties will attempt to reach an agreement with regard to any difficulties that arise within the scope of the performance of the contract. If they are unable to reach a friendly settlement, all disputes concerning the validity, interpretation and performance of the present agreement will be governed exclusively by the rules of French law. Any contestation, of any nature whatsoever will come within the remit of French civil and commercial jurisdictions, including decisions to be made within the scope of an urgent case.