

GENERAL SALES CONDITIONS

General terms and conditions of sale of services relating to tuition and supervision of skiing and other snow sports disciplines by instructors at the ESF (Ecole du Ski Français) at PRAZ sur ARLY.

ESF of PRAZ SUR ARLY
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Via our site, by phone, or by post you may now register for the services provided by the instructors of the ESF of PRAZ sur ARLY. As regards to online sales via our website, you simply have to follow the instructions for on-line registration and your order will be sent electronically to the ESF of PRAZ sur ARLY. For other means of distance selling, please contact the ESF of PRAZ sur ARLY.

By registering for services of the ESF of PRAZ sur ARLY you will be deemed to have unconditionally accepted these general terms.

ARTICLE I – SERVICES

All the instructors of the ESF of Praz sur Arly have followed a State-approved training course and their teaching methods are recognized nationally and internationally.

The services shall be provided for individuals or for groups. For lessons to be properly conducted in a group, the skiers should have the same level. In view of the material impossibility for the instructors of the ESF of Praz sur Arly to verify the level of each pupil prior to registration, the pupil shall be responsible for his choice of technical level according to the scale drawn up by the ESF of Praz sur Arly.

Accordingly, the ESF of Praz sur Arly reserves the right to reintegrate a skier into a group that is better adapted to his level if such level does not correspond to his declaration, and subject to the capacities of the other groups. The skier shall not be able to claim any reimbursement or other compensation as a result thereof due to his (or her) declaration. For a group with less than 4 people, the ESF reserves the right to group 2 lessons, without any possibility for reimbursement or compensation.

Skiing lessons are organized in a specific environment of an unpredictable nature. For such purpose the pupil shall be personally required to take care of his own safety and that of others. The liability of the instructor shall be limited to a duty to exercise skill and care. The pupil shall ensure that he complies with the instructions of the instructor. The pupil is sole responsible for his/her equipment.

The ESF of Praz sur Arly shall not be liable for any accidents caused by skiers who take part in the lessons.

ARTICLE II – INSURANCE

The ESF 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 ESF 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 prices of the ESF of PRAZ sur ARLY are presented on this on-line sales site, accessible from the specific site of the website esf-prazsurarly.com.

The prices indicated shall include the classes provided by an instructor of the ESF of PRAZ sur ARLY, and shall exclude any other services (insurance, ski-lifts, accommodation, etc.) except in particular cases. As a result, the pupil shall be required, prior to the time of the lesson, to obtain a pass for the use of the ski-lifts and, depending on his choice, insurance to cover him against any risks inherent to mountain sports (third-party liability, rescue).

3.2: Terms of registration and payment

3.2.1: As regards online sales on our website:

You are required to fill in the registration form given on this site, adding the date and signing it electronically by clicking on the appropriate icon. With the on-line payment, it will be sent to ESF of PRAZ sur ARLY. You will immediately receive an acknowledgement of your order by e-mail. Full payment shall be made when the registration form is sent via the on-line sales site of the ESF of PRAZ sur ARLY. The said payment shall constitute the settlement of the contract. A single means of registration and payment is at your disposal: Dispatch via Internet of the registration form and bank transfer to the ESF of PRAZ sur ARLY through the intermediary of Cyberplus (the electronic bank of the Banque Populaire: secure payment, certified and guaranteed by the banking institution).

The ESF of PRAZ sur ARLY assures the sole availability of the lessons proposed at the moment of the conclusion of the contract. Dates will then be booked for the provision of the services. Therefore, a delay of withdrawal of 7 days for the distance sales is provided by the **Article L121-20** of the French Consumer Code is not applicable by virtue of article **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 ESF of PRAZ sur ARLY. Dates will then be

booked for the provision of the services. Therefore, a delay of withdrawal of 7 days for the distance sales is provided by the Article L121-20 of the French Consumer Code is not applicable by virtue of article Article L121-20-4 of the same code.

ARTICLE IV – MEDALS REIMBURSEMENT

Only valid when buying an ALL INCLUSIVE: Group lesson + medal.

If you have bought an ALL INCLUSIVE (lesson + medal) and do not wish to receive the medal: you can obtain the refund of the medal, which costs 6€, by asking it at the ESF office. You need to present the card given by the instructor to the pupil on the Friday, when the test is taken. After the last day of lesson, no reimbursement will be possible.

ARTICLE V – CANCELLATION OR INTERRUPTION BY THE CUSTOMER

5.1: CANCELLATION

- If you have subscribed to the cancellation insurance offered by the ESF of PRAZ sur ARLY during your online purchase, please refer to the conditions mentioned on the website.
- If you have not subscribed to the cancellation insurance offered by the ESF or PRAZ sur ARLY, no reimbursement will be made.

5.2: INTERRUPTION during the service:

- Only the insurances "carte neige" and "carré neige" will, according to their contract's condition, be able to refund all or part of the lessons interrupted.

ARTICLE VI – CANCELLATION / INTERRUPTION / EXCLUSION BY THE L'ESF

The E.S.F of PRAZ sur ARLY has the right to cancel or interrupt the lessons in particular in the case of force majeure. For example: the closure of slopes or ski-lifts and weather conditions making it dangerous for the group to use the intended site.

6.1: REIMBURSEMENT

- In case of a major event: the ESF will give you back the sum you have paid.
- In the absence of a major event: the ESF will give you back the sum you have paid with a compensation equal to it.

6.2: EXCLUSION

The E.S.F of PRAZ sur ARLY has the right at any time to exclude any person whose behaviour would disturb the good organisation of the learning. In this event, the customer will not be reimbursed.

ARTICLE VII – DISPUTE

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. In the event of any discrepancy between the original French text and this English translation, the French text shall be used to resolve any doubts arising in respect of interpretation and/or application.