

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES RELATING TO TUITION AND SUPERVISION BY INSTRUCTORS AT ESF (ECOLE DU SKI FRANÇAIS) LA ROSIÈRE OF SKIING AND OTHER SNOWSPORTS DISCIPLINES

ESF La Rosière
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You can now sign up for the services dispensed by E.S.F. instructors at the ticket desk, via our website, by phone, by email 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 ESF.

For the other selling modes, please contact the ESF.

Registration for the services of the ESF La Rosière implies unreserved acceptance of these general terms and conditions.

Article I: SERVICES

All ESF instructors have received training validated by the French State and possess currently valid authorisation to teach skiing and associated disciplines. Instruction 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 ESF 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 ESF.

Accordingly, ESF La Rosière 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 refund or compensation on account of this, which is a consequence of the skier's personal declaration.

Learning to ski takes place in a specific environment with random characteristics. Its practice therefore makes it incumbent on customers and/or pupils to take personal responsibility for their own safety and the safety of others. The instructor's liability is therefore limited to a best-efforts obligation.

It is the responsibility of the customer and/or pupil to follow the instructor's instructions.

Article II: LIABILITY OF INSTRUCTORS

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 the safety of others. The instructor's liability is therefore limited to a best-efforts obligation. It is the responsibility of the pupil to follow the instructor's instructions. Pupils are solely responsible for their own equipment.

ESF La Rosière shall not be held liable for any accidents caused by skiers taking part in lessons.

Article III: INSURANCE

The service provider subscribes to Professional Civil Liability insurance that covers the instructors in the exercise of their duties against claims from third parties and the practitioners during the time that they are under the authority of the ESF and the instructor.

Customers and/or pupils shall be 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.

Article IV: RATES/ REGISTRATION/ PAYMENT

4.1 Rates

The ESF La Rosière prices are presented in the ESF catalogue and on the online sales site, accessible via esf.net and via the specific ESF site concerned.

The prices stated comprise the teaching service dispensed by an ESF instructor, excluding 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 themselves against the inherent risks of practising sport in a mountain environment (civil liability, mountain rescue, etc.).

4.2 Terms of registration and payment

4.2.1 For online sales made via our website

You must follow the booking procedure stated on the site. Once paid for online, your booking will be transmitted to ESF La Rosière. You will immediately receive acknowledgement of your order by e-mail.

Payment shall be made in full when you book via the online site of ESF La Rosière. 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 via Internet of your booking and bank transfer to E.S.F. via S-money (secure service developed by a company of the Banque Populaire Caisse d'Épargne Group).

ESF La Rosière solely guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

4.2.2 For the other selling modes

Registration can be effected by email, with the full amount due by cheque, bank card, etc. to ESF La Rosière.

ESF La Rosière solely guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

The payment signals the conclusion of the contract.

ARTICLE V: 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 paragraph 12 of article L.221-28, concerning leisure activity services that are to be provided on a specific date.

ARTICLE VI: REQUEST FOR REFUND OF MEDALS

Valid only if purchasing an ALL-IN PACKAGE: group lessons + medal.

If you have purchased an ALL-IN PACKAGE (group lessons + medal) and you do not and you do not wish to receive a medal, it is possible to obtain a refund for the medal, at the public price, by request at ESF La Rosière ticket office during the period of the lessons. After the final day of lessons, no refunds can be made.

ARTICLE VII: CANCELLATION OR CURTAILMENT BY THE CUSTOMER (**APART FROM PRIVATE LESSONS**)

7.1 Cancellation before the start of the service

We will fully refund any group lessons booked in advance, providing that the cancellation is made in writing (by email or letter) and that it is received by ESF at La Rosière **a minimum of 48 hours before the beginning of your holiday.**

7.2 Cancellation of the booking during the service

- If you have taken out personal cancellation insurance, please refer to the insurance conditions.
- **You can purchase on the ESF website to the "Carré neige insurance"**. Please refer to the terms and conditions therein.
- If you have not taken out a cancellation insurance or "Carré neige" insurance: ESF La Rosière won't proceed to a refund.

ARTICLE VIII: CANCELLATION OR CURTAILMENT OF PRIVATE LESSONS BY THE CUSTOMER

8.1 Cancellation of a booking preceding the start of the service

We will fully refund any group lessons booked in advance, providing that the cancellation is made in writing (by email or letter) and that it is received by ESF at La Rosière **a minimum of 2 weeks before the beginning of your holiday**.

8.2 Cancellation of the booking during the service

- If you have taken out personal cancellation insurance, please refer to the insurance conditions.
- **You can purchase on the ESF website to the "Carré neige insurance"**, please refer to the terms and conditions therein.
- If you have not taken out a cancellation policy or "Carré neige" insurance: ESF La Rosière won't proceed to a refund.

ARTICLE IX: CANCELLATION / CURTAILMENT / EXCLUSION BY THE ESF

9.1 Cancellation / curtailment

ESF La Rosière reserves the right to cancel or curtail 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.

In case of an insufficient number of participants (minimum 3), ESF La Rosière reserve the right to modify, gather similar group or cancel some classes.

9.2 Refunds

- In any of the cases stated in article 8.1: ESF La Rosière shall refund you the sums paid by the customer in the event of the service being cancelled, and in the case of curtailment shall award the customer credit calculated on the basis of the price proportion.

- In all other cases: ESF La Rosière shall refund the sums paid by the customer and shall also pay the customer compensation equal to these sums in the event of cancellation of the service, and in the event of service curtailment shall award the customer credit calculated on the basis of the price proportion, as well as paying the customer compensation equal to the sum of the credit.

9.3 Exclusion

ESF La Rosière 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 shall not be entitled to any refund.

ARTICLE X: SPECIAL COVID-19 INFORMATION

For all bookings that are cancelled on account of COVID-19, all sums paid shall, upon presentation of proof (such as a medical certificate or a copy of an institutional decision):

- Be carried over, if this is possible, otherwise,
- Be refunded.

If the service is curtailed on account of COVID-19, the sums paid shall be carried over, if this is possible, otherwise they shall be refunded on a "prorata temporis" basis.

ARTICLE XI: RESELLING OF SERVICES

Any reselling of services dispensed by the ESF, in particular via apps, intermediate websites and/or reselling platforms, is prohibited without the express agreement of the ESF.

ARTICLE XII: REFUND OF LIFT PASSES

In the case of limited or no use of the lift pass by the client, the ESF of La Rosière and the Domaine Skiable La Rosière are not able to give any compensation. Non usage of the lift pass by the client's choice or inability can only be compensated through the appropriate insurance, like those which are proposed as an extra.

ARTICLE XIII: 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 reached, 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 XIV: MEDIATION

After reporting the matter to the ESF management, and in the absence of a satisfactory response or in the absence of any response whatsoever within 60 days, the customer may bring the complaint before the Tourism and Travel ombudsman, whose contact and procedural details may be found on the site: www.mtv.travel.

PERSONAL DATA PROTECTION CHARTER FOR THE CUSTOMERS AND/OR PUPILS OF THE E.S.F.

In the framework of the services that it proposes, the E.S.F. is required to collect your personal data.

This charter describes how the E.S.F. may use these data, in accordance with the provisions of the GDPR (**General Data Protection Regulation of 25 May 2018**).

DID YOU KNOW?

ESF instructors all work in a **freelance** capacity.

They form local groupings in their respective E.S.F. ski schools for organising teaching, supervision and activities involving skiing and other snow sports at the resorts.

For ensuring the defence of their interests they are also grouped together into **Syndicats Locaux** ("Local Trade Unions") which are legal entities. There is one *Syndicat Local* ("Local Trade Union") per resort.

The designation "**Ecole du Ski Français**" ("French Ski School") is authorised by the **Syndicat National des Moniteurs du Ski Français** (S.N.M.S.F. - "National Union of French Ski Instructors"), founded in 1945. The latter's objective is to organise the profession by ensuring that instructors enjoy autonomy in their organisation and teaching.

When you are a recipient of E.S.F. services, your personal data are therefore processed both by the *Syndicat Local* and by the S.N.M.S.F., each acting as a **processing manager** pursuing its own ends.

In other words:

- The *Syndicat Local* processes your data for managing its contractual relations with you (invoicing, payment, bookings management, etc.), for the purpose of conducting marketing operations and to comply with its legal obligations.
- The S.N.M.S.F. processes your data since it manages the central bookings IT system enabling the *Syndicats Locaux* to collect the data required for organising the E.S.F. services. The S.N.M.S.F. manages this IT system for the needs of CRM processing.

A. WHAT KINDS OF DATA ARE COLLECTED?

1. General case

Your personal data collected when you choose to register (online or at the ticket desk), with or without booking, are as follows:

- Surname
- Forename
- Gender
- Date of birth
- Proficiency level
- Language(s) spoken
- Postal address(es)
- Email address(es)
- Phone number(s)
- Address at the resort
- Bank account details

2. Photos or videos

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

3. "Star" test and E.S.F. competition results

If you have taken part in the "STAR" tests and/or E.S.F. competitions, your results shall be made public and posted on the premises of the *Syndicat Local* and online.

4. Banking data

The banking data transmitted when placing your order are not collected by the *Syndicat Local* or the S.N.M.S.F. Encryption technology is deployed by our service provider for securing your transactions.

B. FOR WHAT PURPOSES?

Your personal data are collected **for the exercise of E.S.F. activities.**
The data shall be kept (aggregated and anonymous) **for statistical purposes.**

Only data strictly required for the smooth running of the E.S.F. services and for the safeguarding of your vital interests shall be requested of you.

If a third party (cf. below) needs to use your personal data, we shall ensure that said party is capable of protecting the data.

We therefore pursue a **legitimate interest** in using your personal data, and this use does not impinge upon your liberty and your interests.

C. WHO ARE THE DATA RECIPIENTS?

To guarantee you a quality service, your data are intended for:

- the management team of the *Syndicat Local* of your resort;
- your E.S.F. instructor;
- the S.N.M.S.F. IT department;
- our IT (technical services) and web e-commerce development (sales analysis, CRM tools) subcontractors;
- the local authorities, if required by law.

D. DATA SECURITY

The information collected shall be saved in a secure computer file of the *Syndicat Local* and the S.N.M.S.F.

Appropriate measures shall be taken both technically (e.g., firewalls) and organisationally (e.g., login/password, physical means of protection, etc.) to protect your data from destruction, loss or misappropriation and unauthorised access, modification or disclosure, be these actions illicit or accidental.

E. YOUR RIGHTS

You have a right of opposition, access, rectification and deletion concerning your personal data.

To exercise your rights, simply contact the ***Syndicat Local*** by clicking on the following link: <https://www.ski-school-larosiere.co.uk/contact/>

F. DATA STORAGE TIME

The collected data are stored, archived then rendered anonymous by the *Syndicat Local* and the S.N.M.S.F.

Before being rendered anonymous, the personal data of customers / pupils shall be archived for **10 years from the booking date for accounting purposes** (since invoices must be kept for 10 years from the end of the financial year).

Before being archived, the data shall be saved for **3 consecutive seasons in the “active base”** of the *Syndicat Local* for canvassing purposes. At the end of the aforesaid period, the data shall be archived if you have not responded to any approach from the E.S.F.

G. COOKIES AND TAGS

1. Cookies

A cookie is a data file sent to your browser and saved on your terminal (e.g., computer, smartphone). This file contains information such as your domain name, your Internet service provider, your operating system and the dates and times of access.

If you visit its website, the *Syndicat Local* is liable to process the information concerning your activity on its site, such as the pages viewed and the searches conducted. This information is intended to improve the content of the site and your browsing experience.

You can configure your browser software to restrict the cookies that are saved on the terminal. This may in turn restrict your user experience on the site.

2. Tags

The *Syndicat Local* may occasionally use tags to assess how you respond to its website and the efficiency of its actions (e.g., number of times a page has been viewed).