



GENERAL TERMS AND CONDITIONS OF DISTANCE SELLING FOR SKIING SERVICES AND OTHER SLIDING DISCIPLINES OF THE MONITORS OF THE E.S.F.

E.S.F of SAINT SORLIN D'ARVES

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Hereinafter referred to as "E.S.F. " Via our website, by phone, fax or any other means of remote communication you can now register for the services provided by the instructors of the E.S.F. For online sales via our site, simply follow the online registration procedure and your order will be transmitted electronically to the E.S.F. For other modes of distance selling, please contact E.S.F. Registration for benefits of the E.S.F. implies the outright acceptance of these terms and conditions.

ARTICLE I – BENEFITS

All instructors of the E.S.F. have completed a training validated by the French State and hold a valid authorization to teach skiing and related subjects. The teaching will be implemented according to the method of French Skiing, codified by the Memento of French Ski Education (published by the French Ministry of Sports), and recognized on a national and international level. This teaching can take place in all environments and on all snows appropriate to allow the acquisition of the skills targeted by the Memento. Benefits are provided individually or in groups. The smooth running of the lessons assumes a homogeneity of the level of the skiers. Given the material impossibility for the instructors of the E.S.F. to check the level of each student, prior to registration, the latter is responsible for choosing the technical level he has selected according to the grid established by the E.S.F. As a result, E.S.F. reserves the right to reincorporate into a group more suited to its level a skier whose level does not correspond to his declaration and subject to the capacities of other groups. The skier will not be able to claim any refund or any compensation of this fact due to his only declaration. The learning of skiing takes place in a specific environment of randomness. His practice therefore requires the pupil to personally take care of his own safety and that of others. The monitor's

responsibility is limited to an obligation of means. It is up to the student to respect the instructions of the instructor. The student is solely responsible for his equipment. THE F. is not responsible for accidents caused by skiers participating in the course.

ARTICLE II – INSURANCE

The provider subscribes a professional liability insurance which covers the monitors in the exercise of their function against damage to a third party and the practitioners during the time they are under the authority of the E.S.F. and the monitor. The client and / or student is solely responsible for his equipment. The instructors can not be held responsible for damages caused by this equipment or in case of theft or deterioration thereof.

ARTICLE III - RATES / REGISTRATION / PAYMENT

3.1: Rates The rates of the E.S.F. are available on the online sales site, accessible from esf.net and from the specific website of E.S.F. The prices quoted include the teaching service provided by an E.S.F instructor. to the exclusion of all other services (insurance, ski lifts, accommodation, etc.), except in special cases. Consequently, the student must, before the scheduled time of the course, provide himself with a fixed price for access to the ski lifts and, at his choice, an insurance which must cover it against the risks inherent in a sports practice in mountain environment (civil liability, relief, etc.).

3.2: Registration and payment terms

3.2.1: For online sales made via our website:

You must complete the booking procedure on this site. With online payment your reservation will be sent to the E.S.F. You will immediately be acknowledged receipt of your order by email. Payment is in full at the time of shipment of your reservation via the E.S.F online sales website. This payment manifests the conclusion of the contract. It is confirmed by sending an email. A unique means of registration and payment is available: Internet transfer of your reservation and bank transfer to E.S.F. via S-money (a secure service developed by a Banque Populaire Group Caisse d'Epargne company).

THE F. ensures the only availability of the courses offered at the time of conclusion of the contract.

3.2.2: For other modes of distance selling:

Registration is done by sending a booking form accompanied by full payment by check, bank card, etc., to the E.S.F.

THE F. ensures the only availability of the courses offered at the time of conclusion of the contract. The payment manifests the conclusion of the contract.

3.2.3 : For other modes of distance selling: Registration is done by sending a booking form accompanied by full payment by check, bank card, etc., to the E.S.F. THE F. ensures the only availability of the courses offered at the time of conclusion of the contract. The payment manifests the conclusion of the contract.

ARTICLE IV - RIGHT TO WITHDRAW

The right of withdrawal within 14 days provided for in Article L221-18 of the Consumer Code is not applicable to services offered for sale pursuant to 12 ° of Article L.221-28, s acting as a recreation activity that must be provided on a specified date. public, by asking at the E.S.F counter. during the course period. After the last day of classes, no refund will be possible.

ARTICLE V - REQUEST FOR REIMBURSEMENT OF MEDALS

Valid only in case of purchase of ALL INCLUSIVE: Ski lessons + medal. If you proceeded to the purchase of a ALL INCLUSIVE (ski lessons + medal) and you do not wish to receive a medal: it is possible to obtain the refund of this one, at the public price, by asking it at the ESF counter during the course period. After the last day of classes, no refund will be possible.

ARTICLE VI - CANCELLATION OR INTERRUPTION BY CUSTOMER

6.1: Cancellation of a booking before the 15 days preceding the start of the service:

- If you have purchased personal cancellation insurance (including the one offered by E.S.F when you make an online purchase), please refer to the terms and conditions of this policy.

- If you have not taken out cancellation insurance, the E.S.F. will propose the postponement of the service if it is possible or will refund otherwise the sums paid with a commission of 20 € per course card purchased.

6.2: Cancellation of a reservation in the 15 days preceding the beginning of the service:

- If you have purchased personal cancellation insurance (including the one offered by E.S.F when you make an online purchase), please refer to the terms and conditions of this policy.
- If you have not taken out cancellation insurance, the E.S.F. will propose the postponement of the service if it is possible but will not be able to make a refund.

6.3: Interruption during the performance:

- If you have purchased personal cancellation insurance (including the one offered by E.S.F when you make an online purchase), please refer to the terms and conditions of this policy.
- In the absence of cancellation insurance, the customer can not claim any refund.

ARTICLE VII - CANCELLATION / INTERRUPTION / EXCLUSION BY THE ESF

7.1: Cancellation / interruption THE F. reserves the right to cancel or interrupt group lessons in the event of the closure of ski runs or ski lifts or if the weather conditions make it dangerous for the group to enter the practice area. If the group course is less than 5 people, the ESF will consult the client to find an alternative solution or refund the amounts paid. **7.2:** Exclusion THE F. reserves the right to exclude at any time a person whose behavior is likely to disturb the course and safety of teaching. In this case, the customer can not claim any refund.

ARTICLE VIII - PROTECTION OF PERSONAL DATA

As part of the services it proposes, E.S.F. is required to collect personal data from its users. The collection of this data is subject to the provisions of the European General Regulations on Data Protection of May 25, 2018 and the law relating to data, files and freedoms of January 6, 1978 consolidated. 8.1: Data Collected & Collection of Consent

Data collected during the voluntary registration of a user of the E.S.F. are: his name, his first name, his postal address, his e-mail address and his telephone number.

This information is strictly necessary for the realization of this contract granted by the user.

Photographs or videos can also be taken during classes and competitions. The students' consent (or that of their legal representative for minor pupils) for the dissemination of these images is collected via a form.

8.1: Purpose of data processing

These data are collected for the exercise of the activity of the E.S.F. only.

The National Union of French Ski Instructors (S.N.M.S.F.), owner and promoter of the ESF brand, reserves the right to send information to users of the E.S.F. concerning ESF activities.

Users can unsubscribe at any time from the mailing list.

The collected data may also be used for commercial promotion of the ESF brand under the express agreement of the user.

8.2: Person responsible for the processing of personal data THE F. is responsible for the processing of the personal data of the users collected for the exercise of its activities.

8.3: Recipients of this data The data collected is intended for the management team of the E.S.F. and S.N.M.S.F. They are treated with the utmost confidentiality and are not communicated to any third party without obtaining the express consent of the user concerned.

8.4: Safe treatment The information collected is recorded in a computerized file of the E.S.F. and S.N.M.S.F. Adequate technical and organizational measures are taken to prevent unauthorized access or disclosure of users' personal data.

8.5: Right of opposition, access, rectification and cancellation Any customer of E.S.F. has the right to oppose, access, rectify and delete any of its personal data. For this, he must address his request by clicking on the following link: [link to the contact form (see the provider managing the site)] For statistical purposes, this data can be anonymized and globalized.

8.6: Retention period

The collected data are stored and archived by E.S.F. and the S.N.M.S.F. They will be anonymized after three consecutive seasons from the reservation if the user does not respond to any request from the E.S.F.

ARTICLE IX - SETTLEMENT OF DISPUTES

The parties will endeavor to resolve amicably possible difficulties that may arise in the performance of the contract. If no amicable agreement can be reached, all disputes relating to the validity, interpretation and execution of this agreement will be governed exclusively by the rules of French law.

All disputes, of whatever nature, will fall within the jurisdiction of the French civil and commercial courts, including ruling on interlocutory proceedings. **ARTICLE X - MEDIATION** After seizing the direction of the E.S.F. and in the absence of a satisfactory answer or in the absence of a response within a period of 60 days, the client may refer the matter to the Tourism and Travel Ombudsman, whose contact details and referral procedures are available on his website: www.mtv.travel

