

# General Terms and Conditions

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF INSTRUCTION AND SUPERVISION SERVICES FOR SKIING AND OTHER WINTER SPORTS DISCIPLINES BY ESF INSTRUCTORS



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Hereinafter referred to as "ESF"

You can book the services provided by ESF instructors at the office, via our website, by phone, 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 ESF.

For the other means of booking, please contact ESF.

After your reservation via our website, you will receive a confirmation email and an e-ticket requested the 1st day of the lesson.

Registration for the services of ESF 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. Teaching 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 ESF.

Accordingly, ESF 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.

ESF will not be liable for any accidents caused by any of the skiers participating in the lessons.

- If only one person is booked into a group, the lessons will stop on **Monday** evening.
- For the courses Ourson 3.5 years old and 4 years old, the children must have the minimum age required and be in school. ESF may request a proof of identity to prove the age of the child.
- It is essential that a child is fully toilet trained to be to our services.
- **Ski + lunch + childcare packages**
  - ESF general terms and conditions apply to the purchase of this package.
  - Registration will be confirmed upon receipt of all documents requested by the Club Enfants Les Petits Trappeurs.
  - When the child is taken care of Les Petits Trappeurs, it is under the responsibility of the latter.
  - This package is sold as a full block of 5 or 6 days only.
- For the purchase of any non-ESF services through the ESF website (such as ski passes, ski hire, accommodation, etc), the service provider's Terms and Conditions will apply to that element.

### **Cross border ski areas**

As part of the teaching services offered by the ESF instructors, the pupils may be taken to ski areas that cross an international border and therefore cross the Swiss, Italian and/or Spanish borders within the ski area.

If you wish to contest the above point, then the person(s) legally responsible for the pupil must put it in writing to the Direction of the ESF, at least 48 hours before the start of the service.

## **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 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 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 – PRICES / REGISTRATION / PAYMENT**

### **4.1: Prices**

ESF prices are presented in the ESF catalogue and on the online booking website, accessible via [esf.net](https://esf.net) and via ESF Sainte Foy's own website [esf-saintefoy.com](https://esf-saintefoy.com).

The prices quoted include the teaching service given by an ESF instructor and exclude any other service (insurance, ski lifts, accommodation, equipment etc...). Consequently, pupils shall, before the scheduled lesson time, be in possession of a ski 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...) and to cover their ski equipment. A medal is included in the price of group lessons. Beginners do not need a ski pass for their 1st lesson.

### **4.2: Terms of registration and payment**

#### **4.2.1: For online bookings made via our website**

You must follow the booking procedure stated on the website. Once paid for online, your booking will be transferred to ESF. You will immediately receive confirmation of your order by e-mail.

Payment must be made in full when you book via the online website of ESF. 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 ESF via Lemonway.

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

#### **4.2.2: For all other means of booking**

Registration takes place by sending a booking form accompanied by the full payment by cheque, bank card, chèques vacances (chèques vacances Connect only) etc. to ESF.

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

This payment signals the conclusion of the contract.

## **ARTICLE V – RIGHT OF WITHDRAWAL NOT APPLICABLE WHATEVER THE BOOKING MODE (ONLINE OR AT THE TICKET DESK)**

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 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 for bookings of group lessons.

If you have booked group lessons and you do not wish to receive the medal, it is possible to request a refund for the medal at the ESF office before the last day of the lessons. After the final day of the lessons booked, it is no longer possible to obtain a refund for the medal.

## **ARTICLE VII – CANCELLATION / MODIFICATION OR INTERRUPTION BY THE CUSTOMER**

### **7.1: Cancellation before the start of the service**

If you have taken out personal cancellation insurance (in particular, the insurance offered by ESF when booking online), please refer to the insurance conditions.

If you have not taken out cancellation insurance ESF will not proceed to a refund, regardless of the cause of cancellation.

### **7.2 Cancellation of the booking during the service**

If you have taken out personal cancellation insurance (in particular, the insurance offered by ESF when booking online), please refer to the insurance conditions.

If you have not taken out cancellation insurance ESF will not proceed to a refund, regardless of the cause of cancellation.

If a client is absent from a lesson or other service booked, ESF will not offer a refund or exchange the lesson or service concerned.

### **7.3 Modification**

If the client wants to change his booking, ESF will make the modification if this is possible and subject to a modification fee of 5% of the total amount already paid. It is not possible to change a booking for a different person.

No refund will be possible after the service has taken place.

## **ARTICLE VIII – CANCELLATION / MODIFICATION / INTERRUPTION / EXCLUSION BY ESF**

### **8.1: Cancellation/mofification /curtailment**

ESF reserves the right to cancel, change or reduce the length of lessons or other services in the following cases :

- In the event of closure of the slopes or of the ski lifts ;
- If the weather conditions make it dangerous for the group to access the ski areas ;
- If ESF is unable to replace an instructor who is absent (for example through illness).

### **8.2: Refunds**

If ESF cancels the service, ESF will offer a full refund of all sums paid by the customer.

If ESF cancels part of the service, ESF will offer the refund of the unused element on a pro rata basis.

If ESF changes the service, this change does not give rise to any refund.

### **8.3: Exclusion**

ESF 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 IX – RESELLING OF SERVICES**

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

## **ARTICLE X – 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 XI – 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](http://www.mtv.travel)