

# General Terms and Conditions for Distance Selling

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

### ESF Sainte-Foy Tarentaise

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Hereinafter referred to as "ESF"

You can now register for the services provided by our ESF instructors at Sainte-Foy Tarentaise either via our website [www.esf-saintefoy.com](http://www.esf-saintefoy.com)

As regards online sales via our website, simply follow online registration instructions and your order will be transmitted electronically to the ESF.

At the end of your reservation, you will receive a confirmation email and an e-ticket to print. It will be imperatively requested the 1st day of the course.

Registration for ESF services, implies total acceptance of the present 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.

Our services are provided for both individuals and for groups. In order for the lessons to be successful, the competence level of all of the skiers participating in them will need to be the same standard. Given that it would be impossible from a practical point of view for the ESF instructors to assess the standard of each pupil prior to registration, the latter will be solely responsible for the technical choice that he has selected in accordance with the table provided by the ESF.

Accordingly, the ESF reserves the right to move the skier from one group to another group which is more suitable for his standard if his said standard does not reflect that previously stated by him to be correct, but, this can only occur when and if the other groups have capacity to accommodate him. In this respect, the skier in question will not be able to claim any reimbursement or any other type of compensation as regards his statement.

Learning to ski will take place in a specific but random environment. Accordingly, the pupil will be personally liable for his own safety and also for that of any third parties. The instructor's liability will be limited to facilitating skiing lessons. It is the responsibility of the pupil to follow the instructor's instructions. The pupil will be solely liable for his own equipment.

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

- If only one person is registered in a group lessons, the lesson will stop on Monday evening.

- For the courses Ourson 3 / 4 years old, it is imperative to have the minimum age required. The ESF requests a proof of identity of the age of the child.
- It is essential that the acquisition of the cleanliness is proven for the registration to our services.

- **Ski + Daycare**

The ESF general terms and conditions apply to the purchase of this pack.

Registration will be validated upon receipt of all documents requested by SFTLD – Club Enfants Les Petits Trappeurs.

When the child is taken care of SFTLD – Club Enfants Les Petits Trappeurs, it is under the responsibility of the latter.

The contents of the Pack are not scalable.

## **ARTICLE II - 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 covers the practitioners during the time that they are under the authority of the ESF and the instructor.

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 – PRICES / REGISTRATION / PAYMENT**

### 3.1 Prices

The rates of the ESF are displayed on the online sales site, and can be viewed on [www.esf.net](http://www.esf.net) as well as on the site of ESF [www.esf-saintefoy.com](http://www.esf-saintefoy.com)

The prices quoted include tuition services provided by an instructor of the ESF (medal included) but do not include any other services (insurance, ski lifts, accommodation, etc) unless otherwise stated. Accordingly, prior to the lesson commencing, it is up to the pupil to obtain a pass in order to access the ski-lifts and also to take out his own insurance which should cover him against any of the risks inherent in a sporting activity taking place in a mountain environment (public liability cover, emergency cover, etc...).

Safety equipment is included in all off -piste group lessons prices.

### 3.2 Terms of registration and payment

#### **3.2.1 For online sales made via our site**

You must complete the registration procedure on this site. Further to your online payment being made, your booking will be transferred to the ESF and the latter will immediately email you to acknowledge receipt of your order.

Payment is effected once your booking is confirmed via the online sales site of the ESF. The said payment concludes the contract.

At the end of your reservation, you will receive a confirmation email and an e-ticket to print. It will be imperatively requested the 1st day of the course.

A single means of registration and payment is available to you: transmission over the Internet of your booking and bank transfer to ESF via S-money (secure service developed by a company of the Groupe Banque Populaire Caisse d'Epargne).

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

### 3.2.2 For the other distance selling modes

Registration takes place by sending a booking form accompanied by the full payment by cheque, bank card, etc, to ESF.

The ESF only 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 IV - 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 12° of article L.221-28, concerning leisure activity services that are to be provided on a specific date.

## ARTICLE V - REQUEST FOR REIMBURSEMENT OF MEDALS

Only valid if an ALL-INCLUSIVE option: Ski lessons + medal has been purchased.

If you have purchased an ALL-INCLUSIVE option (ski lessons + medal) and you do not require the medal, it is possible to be reimbursed in the amount of the retail price in respect thereof by requesting this at the ESF booking office at any time whilst the lessons are ongoing. Once the lessons have ended, no reimbursement will be possible.

## ARTICLE VI - CANCELLATION OR INTERRUPTION BY THE CUSTOMER

If the client has taken out cancellation insurance when buying his group lessons, it is obligatory to go to the latter.

If the client does not have taken a cancellation insurance when buying his group lessons, we invite him to contact the ESF.

6.1 Cancellation or modification of a booking **more than 10 days** preceding the start of the service

**Cancellation in case of non-subscription to an insurance:** the ESF will refund the amount paid and will retain 10% as cancellation fees.

**Modification:** the ESF will make the modification if this is possible and will retain 5% as modification fees.

6.2 Cancellation or modification of a reservation **within 10 days to 48 hours** before the start of the service.

**Cancellation in case of non-subscription to an insurance:** the ESF will refund the amount paid and will retain 20% as cancellation fees.

**Modification:** the ESF will make the modification if this is possible and will retain 5% as modification fees.

6.3 Cancellation or modification of a reservation **within 48 hours** before the start of the service.

**Cancellation in case of non-subscription to an insurance:** No refund will be made less than 48 hours before the start of the services.

If you have taken out a personal cancellation insurance please refer to the conditions of this insurance.

**Modification:** the ESF will make the modification if this is possible and will retain 5% as modification fees.

#### 6.4 Cancellation of the booking **during the service** (Group lessons only)

If further to your online purchase you have subscribed to your own cancellation policy, please refer to the terms and conditions therein.

If you have not subscribed to cancellation insurance and provided there is a legitimate reason (inability to ski certified by a medical certificate covering the period of the service) : you will be offered reimbursement of that part of the course that you are unable to attend.

### **ARTICLE VII - CANCELLATION / INTERRUPTION / EXCLUSION BY ESF**

#### 7.1 Cancellation/interruption

The ESF reserves the right to cancel or terminate 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.

The ESF will refund the amounts paid by the customer in case of cancellation of the service, the refund will be total, and in case of interruption the ESF will offer the refund of the unused part.

The modification does not give rise to any refund.

#### 7.2 Exclusion

The E.S.F. 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 cannot claim any reimbursement.

### **ARTICLE VIII - PERSONAL DATA PROTECTION**

In the framework of the services that it proposes, the ESF may collect the personal data of its users.

The collection of these data is subject to the provisions of the General Data Protection Regulation (GDPR) of 25 May 2018, and the French Data Protection Act of 6 January 1978 (consolidated).

#### 8.1: Collecting data & obtaining consent

The data collected upon the voluntary registration of an ESF user are: their last name, first name, postal address, email address and telephone number.

This information is strictly required for the implementation of this contract, as consented to by the user.

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

#### 8.2: Purpose of data processing

These data are collected exclusively for the exercise of ESF activities.

The S.N.M.S.F. (Syndicat National des Moniteurs du Ski Français - National Association of French Ski Instructors), owner and promoter of the ESF trademark, reserves the right to send information to the users of the ESF. concerning ESF activities. Users may, at any time, unsubscribe from the mailing list.

The collected data may also be used for commercial promotion purposes for the ESF brand, subject to the express agreement of the user.

#### 8.3: Personal data processing responsibility

The ESF is responsible for the processing of the personal data of users collected for the exercising of its activities.

#### 8.4: Recipients of these data

The collected data are for the attention of the ESF and S.N.M.S.F. management team. The data are processed with the utmost confidentiality and are not communicated to any third parties without obtaining express consent from the user concerned.

#### 8.5: Security of processing

The information obtained is saved in an ESF and S.N.M.S.F. computer file. Appropriate technical and organisational measures are taken to prohibit unauthorised access or the disclosing of personal user data.

#### 8.6: Right of opposition, access, rectification and deletion

Any client of the ESF has a right of opposition, access, rectification and deletion for their personal data. To exercise this right, they must send their request by clicking on the following link:

<https://www.ski-school-saintefoy.co.uk/contact>

For statistical purposes, these data may be rendered anonymous and global.

#### 8.7: Storage duration

The collected data are stored and archived by the ESF and the S.N.M.S.F. They shall be rendered anonymous at the end of three consecutive seasons from the booking date, if the user does not respond to any solicitation from the ESF

### **ARTICLE IX - 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 found, 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.

Only the French version of this document shall be authoritative.

### **ARTICLE X - MEDIATION**

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