

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 now register for the services provided by ESF instructors at the ticket desk, via our site, 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 the ESF.

For the other selling modes, please contact the ESF.
At the end of your reservation, you will receive a confirmation email and an e-ticket requested the 1st day of the lesson.

Registration for the services of the 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 the ESF.

Accordingly, the 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.

The 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 3/4 years old, it is imperative to have the minimum age required. ESF will request a proof of identity of the age of the child.
- It is essential that a child is fully toilet trained to be to our services.
- **Ski + childcare package**
ESF general terms and conditions apply to the purchase of this package.
Registration will be confirmed 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. This package is sold as a full block of 5 or 6 days only.

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.

The 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 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 – PRICES / REGISTRATION / PAYMENT

4.1: Prices

The ESF 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, equipment 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...) and equipment.

4.2: Terms of registration and payment

4.2.1: For online sales made via our site

You must follow the booking procedure stated on the site. Once paid for online, your booking will be transmitted to the ESF 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 the 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.

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

The 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.

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

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 if purchasing an ALL-IN PACKAGE: Ski lessons + medal.

If you have purchased an ALL-IN PACKAGE (ski lessons + medal) 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 the E.S.F. ticket office during the period of the lessons. After the final day of lessons, no refunds can be made.

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, that proposed by the ESF when purchasing online), please refer to the insurance conditions.

If you have not taken out cancellation insurance the ESF Sainte Foy won't proceed to a refund, regardless to the cancellation cause.

7.2 Cancellation of the booking during the service

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

If you have not taken out cancellation insurance the ESF Sainte Foy won't proceed to a refund, regardless to the cancellation cause.

If the client is missing a lesson, ESF won't proceed to a refund or exchange the lesson with another course.

7.3 Modification

If the client want to change his booking (same name/same type of lesson), the ESF will make the modification if this is possible and will retain 5% as modification fees.

No refund possible after the service.

ARTICLE VIII – CANCELLATION / MODIFICATION / INTERRUPTION / EXCLUSION BY THE ESF

8.1: Cancellation/mofification /curtailment

The ESF 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.

8.2: Refunds

In case of cancellation of the service the ESF shall refund all sums paid by the customer.

In case of curtailment the ESF will offer the refund of the unused part.

If unable to replace an instructor who is absent (for example absence due to a medical certificate linked to the Covid-19 pandemic).

The modification does not give rise to any refund.

8.3: Exclusion

The 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 – VACCINATION PASS / COVID-19 INFORMATION

9.1 Covid vaccination pass

It is up to the client and/or the student to comply with the rules in force relating to the French Covid vaccination pas (pass sanitaire).

ESF instructors reserve the right to check the validity of the vaccination pass if it is required by the French Government to access the ski lifts.

In this case, students who do not have a valid vaccination pass will be subject to the provisions of Article VII of these General Terms and Conditions.

9.2 Covid-19

For all bookings that are cancelled on account of Covid-19, either due to a government decision taken to combat the spread of the Covid-19 virus or due to a medical issue directly linked to Covid-19, all sums

paid shall, upon presentation of proof (such as a copy of the relevant government decision or a medical certificate):

- Be carried over, if this is possible on the 2021/22 season, 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 X – 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 XI – 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 XII – 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