

Terms and Conditions of Sales

GENERAL TERMS AND CONDITIONS OF SALE OF TEACHING SERVICES AND INSTRUCTION FOR SKIING AND OTHER SNOW DISCIPLINES FOR E.S.F INSTRUCTORS TIGNES LE LAC / TIGNES 1800 / TIGNES LES BRÉVIERÈS

ESF Tignes le Lac / Tignes 1800 / Tignes les Brévières
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Hereinafter referred to as “the E.S.F”.

You can register for the services provided by the E.S.F from Tignes le Lac, Tignes 1800 or Tignes les Brévières at the counter, via our website, by post, by fax or by any other means of remote communication.

For online sales via our site, simply follow the online registration procedures and your order will be transmitted electronically to the E.S.F.

For other registration and sale methods, please contact the E.S.F from Tignes le Lac, Tignes 1800 or Tignes les Brévières.

Registration for the services of the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières implies total acceptance of these general conditions.

ARTICLE I – BENEFITS

All the instructors from the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières have undergone training validated by the French State and hold a valid authorisation to teach skiing and related disciplines.

The teaching will be implemented according to the Method of French Skiing, codified by the Memento de l'enseignement du Ski Français (published by the French Ministry of Sports), and recognised nationally and internationally. This teaching can take place in any environment and on any appropriate snow to allow the acquisition of the skills targeted by the Memento.

Services are provided individually or in groups. The smooth running of the lessons supposes a similar level of all the skiers. Given the material impossibility for the instructors of the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières to check the level of each student, prior to his registration, the latter is responsible for choosing the technical level he has selected according to the grid established by the E.S.F.

Consequently, the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières reserves the right to reincorporate a skier whose level does not correspond to his declared standard into a group more suited to his or her level, subject to the capabilities of the other groups. The skier may not claim any refund or compensation for this fact due to his sole declaration.

ARTICLE II – INSTRUCTORS' RESPONSIBILITIES

Learning to ski takes place in a specific, random environment. This therefore requires the student to personally ensure his own safety and that of third parties. The instructor's liability is limited to an obligation of means. It is up to the student to follow the instructor's instructions. The student is solely responsible for his equipment.

E.S.F is not responsible for accidents caused by skiers participating in the course.

ARTICLE III – INSURANCE

The service provider takes out Professional Civil Liability insurance which covers the instructors in carrying out their function against damage to a third party as well as practitioners during the time when they are under the authority of the E.S.F and the instructor.

This insurance does not cover the following costs that E.S.F customers may have to bear for their own account: rescue costs, medical costs, broken or stolen skis, unused ski lift costs, etc.

This is why the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières recommends that its customers check that they are well covered in this respect and, if this is not the case, take out insurance covering these risks to enjoy their ski holiday without worry.

The client and/or student is solely responsible for his equipment. The instructors cannot be held responsible for damage caused by this equipment or in the event of theft or damage to it.

ARTICLE IV – PRICES / REGISTRATION / PAYMENT

4.1: Prices

The rates for the E.S.F in Tignes le Lac, Tignes 1800 and Tignes les Brévières are presented in the E.S.F brochure, on the online sales site, accessible from esf.net and from E.S.F.

The prices indicated include the teaching service given by an E.S.F excluding any other service (insurance, ski lifts, accommodation, etc.), except in special cases.

Consequently, the student must, prior to the time scheduled for the lesson, obtain a pass to access the ski lifts and, according to his choice, an insurance which must cover him against the risks inherent in a sporting practice in a mountain environment (civil liability, rescue, etc.).

4.2: Registration and payment methods

4.2.1: For online sales made via our site:

You must fill in the booking procedure on this site. With the online payment your reservation will be transmitted to the E.S.F of Tignes le Lac, Tignes 1800 or Tignes les Brévières. You will immediately receive acknowledgment of receipt of your order by e-mail.

Payment is made in full when your reservation is dispatched via the E.S.F online sales site. This payment manifests the conclusion of the contract. It is confirmed by sending an email.

A single means of registration and payment is available to you: Sending your reservation via the Internet and the bank transfer to the E.S.F from Tignes le Lac via LEMONWAY.

E.S.F ensure only the availability of the courses offered at the time of the conclusion of the contract.

4.2.2: For other modes of sale:

Registration is done by sending a reservation form accompanied by payment, in full or in part, by check, bank card, etc., to the E.S.F at Tignes le Lac. It can also be done directly on site in one of our offices (Tignes Le Lac/Tignes 1800/Tignes Les Brevieres).

Payment manifests the conclusion of the contract.

ARTICLE V – RIGHT OF WITHDRAWAL NOT APPLICABLE REGARDLESS OF THE METHOD OF RESERVATION (ONLINE OR AT THE COUNTER)

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 online pursuant to the 12th of Article L.221-28, as regards the provision of leisure activities which must be provided on a specific date.

ARTICLE VI – REQUEST FOR REIMBURSEMENT OF MEDALS

Valid only when purchasing an ALL INCLUSIVE: Ski lessons + medal.

If you have purchased an ALL INCLUSIVE (ski lesson + medal) and you do not receive a medal: it is possible to obtain a refund for it, at the public price, by asking for it at the counter of the E.S.F where you purchased the service on the last day of the lesson. After this period, no refund will be possible.

ARTICLE VII– CANCELLATION OR INTERRUPTION BY THE CUSTOMER

7.1: Cancellation before the start of the service with partial payment:

This partial payment constitutes a deposit which will be retained by the E.S.F in the event of cancellation.

7.2: Cancellation of a registration with full payment:

7.2.1: Cancellation before the start of the service:

- If you have taken out personal cancellation insurance (in particular that is offered by the E.S.F when you purchase) please refer to the conditions of this insurance.
- If you have not taken out cancellation insurance The services are reserved for firm dates. In the event of cancellation, for whatever reason, the price of the canceled service will not be refunded and the lesson will not be exchanged for another lesson.

Consequently, the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières recommends that its customers check that they are well covered in this respect and, if this is not the case, to take out cancellation insurance.

7.2.2: Interruption during the service:

- If you have taken out personal cancellation insurance (in particular that is offered by the E.S.F when you purchase) please refer to the conditions of this insurance.
- If you have not taken out cancellation insurance, in the event of the client's absence during the performance of the service, and for whatever reason, the price thereof will not be refunded and the lesson will not be exchanged for another lesson.

Consequently, the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières recommends that its customers check that they are well covered in this respect.

ARTICLE VIII - CANCELLATION / INTERRUPTION / EXCLUSION DUE TO THE ESF

8.1: Cancellation/termination

E.S.F reserves the right to cancel or discontinue lessons:

- in the event of closure of the slopes or ski lifts and, or,
- if the weather conditions produce dangerous access of the group to the places of practice and, or,
- if the E.S.F is unable to replace an absent instructor due to a legitimate reason (e.g. inability to ski confirmed by a medical certificate in connection with the Covid-19 epidemic).
- if the number of participants is insufficient (group lessons: minimum 3 participants)

8.2: Refund

In one of the cases mentioned in article 8.1: The E.S.F will propose the postponement of the service if possible. If this is not possible, the E.S.F will refund the sum paid by the customer in the event of cancellation of the service, and in the event of interruption will grant the customer a credit note calculated on the basis of the unit price.

8.3: Disqualification

The E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières reserves the right to exclude at any time a person whose behavior is likely to disturb the course of the lesson. In this case, the customer cannot claim any refund.

ARTICLE IX – SPECIAL COVID-19 INFORMATION

For all reservations subject to cancellation for the following reasons:

- student or person with Covid 19 in the student's family circle
- Restriction of movement by governmental decision (confinement/lockdown)

the total amount paid will be, upon presentation of proof (medical certificate - copy of a governmental decision):
Postponed if possible, otherwise, reimbursed.

In the event of interruption of the service for the above reasons, the sums paid will be deferred, if possible, otherwise, refunded after deduction of the services consumed, invoiced at the unit public price.

ARTICLE X - RESALE OF SERVICES

Any sale of services downgraded by the E.S.F in particular via applications, intermediary websites and/or sales platforms is prohibited without the express agreement of the E.S.F.

ARTICLE XI – SETTLEMENT OF DISPUTES

The parties will endeavour to resolve amicably any 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 in summary proceedings.

ARTICLE XI – MEDIATION

After contacting the management of the E.S.F in Tignes le Lac and failing a satisfactory response, the customer may contact the Tourism and Travel mediator whose contact details and referral methods are available on his website: www.mtv.travel.

ARTICLE XIII – PROTECTION OF PERSONAL DATA

As part of the services it offers, the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières collects personal data about you.

The E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières treats this information with the utmost confidentiality.

The information collected is recorded in a computer file at the ESF of Tignes le Lac, Tignes 1800 and Tignes les Brévières. The information is intended for our management teams.

The data is kept for a period of 5 years after each purchase or reservation. The data collected is as follows:

- *Identity: title, surname, first names, address, telephone number (landline and/or mobile), e-mail addresses, language of communication*
- *Data relating to the transaction and monitoring of the commercial relationship: purchase and reservation history, contract status, dates and place of stay*

The user is informed, in accordance with article 32 of the “Informatique et Libertés” law of January 6, 1978 as amended, that the information he communicates to the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières, in particular by means of the internet form on the E.S.F site, is necessary to respond to his requests and is intended for the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières, as data controller, for administrative and commercial management purposes.

The E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières undertakes not to transmit this information to any third party, except with the express consent of the user, in particular in the event of the purchase of services offered by a partner of the E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières.

The E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières retains this information until the user requests deletion of his account.

In accordance with the provisions of articles 38 and following of law 78-17 of January 6, 1978 relating to data processing, files and freedoms, all users have a right of access, rectification, deletion and opposition to personal data concerning them. To exercise this right, send your request to the E.S.F of Tignes le Lac at the following address: info@esf-tignes.com

The E.S.F of Tignes le Lac, Tignes 1800 and Tignes les Brévières considers personal information such as the name, address, email, telephone number of the user, as information of a private and confidential nature.

If you have any questions about the processing of your personal data, you can send your requests to info@esf-tignes.com