



VAL CENIS

General Terms and Conditions

GENERAL TERMS AND CONDITIONS FOR THE SALE OF TEACHING AND SUPERVISION SERVICES FOR SKIING AND OTHER WINTER SPORTS DISCIPLINES BY ESF VAL CENIS INSTRUCTORS AND THE DAY CARE CENTRE "LA MAISON DES ENFANTS"

esf Val Cenis

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Hereinafter referred to as "esf"

N.B. THE OFFICIAL VERSION OF THIS DOCUMENT IS IN FRENCH.

You can sign up for the services dispensed by **esf** instructors at our sales desks, via our website, by phone, by fax or by any other means of remote communication.

For online sales via our website, simply follow the online instructions and your order will be automatically transmitted to the **esf**.

For the other selling modes, please contact the **esf**.

Booking **esf** services implies full 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 making a booking, the pupils themselves are responsible for choosing their technical level, selected with reference to the grid drawn up by the **esf**.

Consequently, 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 another groups' capacity to incorporate them. Skiers may not claim any reimbursement or compensation on account of this, arising from the skier's declaration alone.

Group lessons will only take place if there are a minimum of 5 participants. Any fewer and the lesson

time or meeting point may be changed, according to the number of participants.

Young children in group lessons

For the Piou Piou lessons 3 and 4-year-old children, 3 is the minimum compulsory age. It is also essential that children no longer wear nappies.

The minimum age for Ourson group lessons is 5 years old.

ARTICLE II – INSTRUCTOR LIABILITY

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 that of others. The responsibility of the instructor is therefore limited to a best-efforts obligation. It is the responsibility of the pupil to respect 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 covers the practitioners during the time that they are under the authority of the **esf** and the instructor.

Booking into an **esf** service does not include any insurance. It is up to each participant to take out any insurance they deem necessary.

Customers and/or pupils are 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/ BOOKING/ PAYMENT

4.1: Prices

The **esf** prices are presented in **esf** brochures, on the online sales site, accessible via esf.net and via the specific **esf** site: www.esf-valcenis.com.

The prices stated comprise the teaching service dispensed by an **esf** instructor, to the exclusion of any other service (insurance, ski lifts, accommodation, etc.), except in specific cases. **Consequently, participants shall, before the scheduled lesson time, be in possession of a pass to access the ski lifts and, at the participant's discretion, insurance to cover the pupil against the inherent risks of practising sport in a mountain environment (civil liability, mountain rescue, etc.).**

4.2: Booking terms and payment

4.2.1: For online sales made via our site:

You need to pursue the booking procedure stated on the site. Once paid for online, your booking will be transmitted to **esf**. You will immediately receive acknowledgement of your order by e-mail.

Payment is made in full when you make your booking 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 sole means of booking and payment is available: transmission over the Internet of your booking and bank transfer to **esf** via Lemonway.

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

4.2.2: For other selling modes:

Booking 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 V – RIGHT OF WITHDRAWAL NOT APPLICABLE WHATEVER THE BOOKING MODE (ONLINE OR AT A SALES 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 REIMBURSEMENT 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 reimbursement of the medal, at the public price, by request at the **esf** sales desk during the period of the lessons. After the final day of lessons, no reimbursement shall 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 **esf** in the event of cancellation.

7.2: Cancellation before the start of the service with full payment:

7.2.1: Cancellation of a booking prior to the 15 days preceding the start of the service:

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the **esf** when purchasing online) please refer to the insurance conditions.
- If you have not subscribed to cancellation insurance and provided an inability to ski is certified by a medical certificate covering the period of the service:

The **esf** shall propose to postpone the service if possible, and if not shall reimburse the full sum paid less expenses (10% of the transaction, with a minimum of 20 €).

- In all other cases: the **esf** shall reimburse you the sum paid less expenses (10% of the transaction, with a minimum of 20€) plus a penalty for breach of contract (10% of the transaction, with a minimum of 20€).

7.2.2: Cancellation of a booking in the 15 days preceding the start of the service:

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the **esf** when purchasing online) please refer to the insurance conditions.
- If you have not subscribed to cancellation insurance and provided an inability to ski is certified by a medical certificate covering the period of the service:

The **esf** shall propose to postpone the service if possible, and if not shall reimburse the full sum paid less expenses (10% of the transaction, with a minimum of 20 €).

- In all other cases: the **esf** shall withhold 50% of the sum paid.

7.3: Interruption during the service:

- If you have subscribed to personal cancellation insurance (in particular, that proposed by the **esf** when purchasing online) please refer to the insurance conditions.
- In the absence of cancellation insurance and subject to the existence of a legitimate reason (conferred above): **esf** shall propose to postpone the service if possible, and if not shall reimburse the non-consumed part of the service in the form of a credit note calculated on the basis of the unit price less expenses (10% of the transaction, with a minimum of 20€).

In the absence of clients at the start of the lessons, or during the services, whatever the reason, the lessons will not be exchanged or refunded.

7.4: Interruption during the service (services provided by the day care centre “La Maison des Enfants”):

- If you have subscribed to personal cancellation insurance please refer to the insurance conditions.
- If you have not subscribed to cancellation insurance and provided there is a legitimate reason (unfit to be amongst other children certified by a medical certificate covering the period of the service): the **esf** shall propose to postpone the service if possible, and if not shall reimburse the sum paid FROM the day that a medical certificate is presented, minus expenses (10% of the transaction with a minimum of 20 euros).
- In all other cases, no refund shall be issued for day care centre services.

ARTICLE VIII – CANCELLATION / INTERRUPTION / EXCLUSION BY ESF

8.1: Cancellation/interruption

The **esf** reserves the right to cancel or terminate the lessons:

- in the event of closure of the slopes and, or
- closure of the ski lifts or if the weather conditions make it dangerous for the group to access the skiing areas, and, or
- if the **esf** is incapable of replacing an instructor absent with a legitimate reason (e.g. an inability to ski certified by a medical certificate in connection with the Covid-19 pandemic).

8.2: Reimbursement

- In any of the cases stated in article 8.1: the **esf** shall reimburse the sums paid by the customer in the event of the service being cancelled, and in the case of service interruption shall grant the customer a credit note calculated on the basis of the unit price.
- In all other cases: the **esf** shall reimburse the sums paid by the customer and shall also pay the customer compensation equal to these sums in the event of cancellation of the service, and in the event of interruption shall grant the customer a credit note calculated on the basis of the unit price, with a credit note equal to the sum of the credit as compensation.

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 cannot claim any reimbursement.

ARTICLE IX – COVID-19 INFORMATION

It is up to the client and/ or the student to comply with the health rules in force.

The **esf** instructors reserve the right to check the validity of the client’s “health or vaccination pass” if it is required by the Government to access the ski lifts.

In this case, clients who do not have a valid “pass” will be subject to the provisions of Article 7 of these terms and conditions.

If the health situation deteriorates and in the event of new government measures making it impossible to travel to the resort (such as confinement or border closures), the **esf** will offer, upon presentation of proof, a postponement if possible, or otherwise, will refund the full amount paid less transaction costs.

ARTICLE X – RESALE OF SERVICES

The resale of any services provided by the **esf**, in particular via applications, intermediary websites and/ or resale platforms, is prohibited without the express consent 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 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.

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 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.