

# General Terms and Conditions relating to Distance Selling

General Terms and Conditions of sale of services relating to tuition and supervision by instructors at the ESF (Ecole du Ski Français) Val d'Isère of skiing and other snowsports disciplines

Welcome on the on-line booking service of :

**ESF de Val d'Isère  
Carrefour des Dolomites  
BP.265  
73155 Val d'Isère Cedex**

You can now register for services provided by our E.S.F. instructors at Val d'Isère either via our website, by telephone, by fax or by any other method of distance communication.

As regards online sales via our website, simply follow the online registration instructions and your order will be transmitted electronically to the E.S.F. at Val d'Isère.

As regards other types of distance selling, please contact the E.S.F at Val d'Isère.

Registration for E.S.F. services at Val d'Isère implies total acceptance of these general terms and conditions.

## ARTICLE I – SERVICES

All of the E.S.F. instructors at Val d'Isère have undertaken state-accredited training and their teaching methods are recognised both nationally and internationally.

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 of the same standard. Given that it would be impossible from a practical point of view for the E.S.F. instructors at Val d'Isère 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 E.S.F. at Val d'Isère.

Accordingly, the E.S.F. at Val d'Isère retains 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 either any reimbursement or any other type of compensation as regards his statement.

The E.S.F. at Val d'Isère offers no group lessons on Saturdays, except during the French national holidays. The number of students in the group lessons has no maximum limit. They are group lessons with a maximum of 8 students during the French national holidays

The ESF reserves the right to cancel and reimburse group lessons in which **less than 3 students have signed up**.

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 client and/or pupil is responsible for the selection of suitable equipment and in good condition for the practice of taught activities

The E.S.F. at Val d'Isère will not be liable for any accidents caused by any of the skiers participating in the lesson.

## ARTICLE II - INSURANCE

The E.S.F. subscribes to a Professional Indemnity Policy which covers their instructors in the course of their employment against any damage which they may cause to third parties as well as covering their clients whilst they are subject to the authority of the E.S.F. and the instructors.

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.

Students are not insured by the Ski School. They must have their own personal insurance (Carré Neige or similar).

## ARTICLE III – RATES / REGISTRATION / PAYMENT

### 3.1: Rates

The rates of the E.S.F. at Val d'Isère are displayed on the online sales site, and can be viewed on [esf.net](http://esf.net) as well as on the site of the E.S.F. at Val d'Isère.

The prices quoted include tuition services provided by an instructor of the E.S.F. at Val d'Isère but do not include any other service (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.).

### 3.2: Provisions as to registration and as to payment

#### 3.2.1: As regards online sales on 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 E.S.F. at Val d'Isère 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 E.S.F. at Val d'Isère. The said payment concludes the contract. Receipt thereof will be confirmed by email.

A unique way of registering and paying for our services is available: Cyberplus (Banque Populaire's electronic bank) sends your booking form and bank transfer via the internet to the E.S.F. at Val d'Isère: thus your payment will be certified, secure and guaranteed by the banking system.

The E.S.F. at Val d'Isère will ensure the availability of its lessons once a contract has been concluded.

Services are booked for set dates. Consequently, the retraction deadline of 14 days for distance selling provided for in **Article L121-20** of the Consumer Code is not applicable in accordance with **Article L121-20-4** of the same code.

#### 3.2.2: As regards other types of distance sales:

Registration can be effected by sending a booking form together with the full amount due by cheque, bank card, etc., to the E.S.F. at Val d'Isère.

The E.S.F. at Val d'Isère will ensure the availability only of lessons for which a contract has been concluded.

Payment concludes the contract.

Services are booked for set dates. Consequently, the retraction deadline of 7 days for distance selling provided for in **Article L121-20** of the Consumer Code is not applicable in accordance with **Article L121-20-4** of the same code.

## ARTICLE IV – REQUEST FOR VALUE OF MEDAL TO BE REIMBURSED

Only valid if an ALL-INCLUSIVE option (5 or 6 units): Ski lessons + medal has been purchased.

If you have purchased an ALL-INCLUSIVE option (5 or 6 units) 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 E.S.F. booking office no later than the day after the end of validity of the card.

## **ARTICLE V – CANCELLATION OF THE BOOKING BY THE CLIENT BEFORE OR AFTER THE SERVICE HAS STARTED**

### **5.1: Cancellation of a booking more than 8 days preceding the start of the service:**

An amount of corresponding to **20% of the amount paid** shall be kept by ESF as a forfeit payment.

### **5.2: Cancellation of a booking less than 8 days prior to the start of the service:**

An amount of corresponding to **50% of the amount paid** shall be kept by ESF as a forfeit payment.

### **5.3: Cancellation of the booking during the service:**

In case of the client being absent at the start of a lesson, or during a package, and regardless of a reason, the price of the package will not be reimbursed or exchanged with another package.

### **5.4: Reimbursement / Postponement:**

Group lessons, individual lessons or private lessons will under no circumstances be reimbursed. Tickets are valid for the dates indicated on them.

Accidents, illness or cancellation shall not give rise to reimbursement, except under extreme circumstances (loi de modernisation de l'économie Décret du 18/03/2009) and in the event of a total shutdown of the ski lifts caused by bad weather

## **ARTICLE VI – CANCELLATION / CANCELLATION AFTER THE COURSE HAS STARTED / EXCLUSION OF CLIENTS BY ESF**

The E.S.F. at Val d'Isère retains the right to cancel lessons before they are due to begin or after they have begun particularly in the event of force majeure.

Force majeure principally comprises an event involving: closure of the ski slopes or of the ski lifts, weather conditions which are dangerous as regards the groups accessing the practice areas.

### **6.1: Reimbursement**

- In the event of force majeure: the E.S.F. will reimburse the sum that you have paid.
- In the absence of force majeure: the E.S.F. will reimburse the sum that you have paid together with compensation in the same amount.

### **6.1: Exclusion**

The E.S.F. at Val d'Isère retains the right at any time to exclude any client whose behaviour is such that it disrupts the proper delivery of the tuition. Should this occur, the client will not be able to claim any reimbursement.

## **ARTICLE VII – RESOLUTION OF DISPUTES**

The parties shall use their best endeavours to try to amicably resolve any problems which may occur during the currency of the contract. In the event that this is not possible, any disputes relating to either the validity, interpretation and/or execution of this contract will be exclusively governed by French Law.

All litigation of no matter what kind and inclusive of any summary proceedings will be subject to French civil and commercial jurisdiction.