



Terms of Sales -
ESF Valloire and Mini-Club Les Marmottons

GENERAL TERMS AND CONDITIONS OF SALE OF SKI TEACHING AND SUPERVISION SERVICES AND OTHER SKIING DISCIPLINES OF ESF INSTRUCTORS. OF VALLOIRE

E.S.F of VALLOIRE

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Hereinafter referred to as "the E.S.F. "

At the counter, via our site, by telephone or by any other means of remote communication, you can now register for the services provided by the ESF instructors.

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

For other distance selling methods, please contact the E.S.F.

Registration for E.S.F. services. implies outright acceptance of these general conditions.

ARTICLE I - SERVICES

All the ESF instructors. have completed training validated by the French state and hold a valid license to teach skiing and related disciplines. The teaching will be implemented according to the French Ski Method, codified the Memento of French Ski Teaching (edited by the French Ministry of Sports) and recognized nationally and internationally. This teaching can take place in all environments and on all appropriate snow conditions to allow the acquisition of the skills referred to in the Memento.

Services are provided individually or by group. The smooth running of the lessons assumes a uniform level of skiers. Considering the material impossibility for the ESF monitors. to check the level of each student, prior to registration, the latter is responsible for choosing the technical level that he has selected according to the grid established by the ESF.

As a result, the E.S.F. reserves the right to reincorporate into a group more suited to his level a skier whose level does not correspond to his declaration, subject to the capacities of the other groups. The skier will not be able to claim any reimbursement or compensation for this fact due to his declaration alone.

Learning to ski takes place in a specific environment with a random nature. His practice therefore requires the student to personally ensure his own safety and that of third parties. The instructor's responsibility 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 material.



ARTICLE II - RESPONSIBILITY OF INSTRUCTORS

Learning to ski takes place in a specific environment with a random character. Its practice therefore requires the student to take personal care of his own safety and that of third parties. The instructor's responsibility 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 material.

The ESF 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 the exercise of their function against damage to a third party as well as the practitioners during the time they are under the authority of the E.S.F. and monitor.

The client and / or the student is solely responsible for his equipment. 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 prices of the E.S.F. are presented on the online sales site, accessible from esf.net and from the specific E.S.F site.

The prices indicated include the teaching service provided by an ESF instructor. to the exclusion of any other service (insurance, ski lifts, accommodation, etc.), except in special cases. Consequently, the pupil must, before the time scheduled for the lesson, obtain a ski pass for access to the Mechanical Lifts and, according to his choice, an insurance which must cover him against the risks inherent in a sports practice in mountain environments (civil liability, rescue, etc.).

4.2: Terms of registration and payment

4.2.1: For online sales made via our site:

You must complete the reservation procedure on this site. With online payment, your reservation will be sent to E.S.F. You will immediately be notified of receipt of your order by e-mail.

Payment is in full at the time of dispatch of your reservation 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 and bank transfer via the Internet to the ESF. through S-money (a secure service developed by a company of the Banque Populaire Caisse d'Épargne Group).

THE F. only ensures the availability of the courses offered at the time of conclusion of the contract.

4.2.2: For other distance selling methods:

Registration is done by sending a reservation form accompanied by full payment, by check, bank card, holiday vouchers or transfer to E.S.F.



The ESF only ensures the availability of the courses offered at the time of conclusion of the contract.

Payment manifests the conclusion of the contract.

ARTICLE V - RIGHT OF WITHDRAWAL NOT APPLICABLE *Whatever the method of booking (online or at the counter)*

The right of withdrawal within 14 days provided for in Article L121-18 of the Consumer Code is not applicable to the services offered for sale in application of 12 ° of Article L121-28, as regards leisure activity services which must be provided by a specified date.

ARTICLE VI - REQUEST FOR REIMBURSEMENT OF MEDALS

Valid only with the purchase of an ALL INCLUSIVE: Ski lessons + medal.

If you have purchased an ALL INCLUSIVE (ski lesson + medal) and you do not wish to receive a medal: it is possible to obtain a refund of it, at the public price, by requesting it at the ESF ticket office during the course period. After the last day of the course, no refund will be possible.

ARTICLE VII - CANCELLATION OR INTERRUPTION BY THE CLIENT

7.1: Cancellation before the start of the service with partial payment: This partial payment constitutes a deposit which will be kept by the ESF in the event of cancellation.

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

7.2.1: Cancellation upstream of the 15 days preceding the start of the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase), please refer to the conditions thereof.
- If you have not taken out cancellation insurance and subject to the existence of a legitimate reason (inability to ski confirmed by a medical certificate covering the period of the service): the ESF will propose the postponement of the service. if this is possible and will otherwise reimburse all of the sums paid minus the administration fees (10% of the transaction with a minimum of 20 €)
- In all other cases: the E.S.F. will reimburse you for the price paid less the processing fees (10% of the transaction with a minimum of 20 euros) to which will be added a compensation for breach of contract (10% of the transaction with a minimum of 20 euros).

7.2.2: Cancellation of a reservation within 15 days of the start of the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase), please refer to the conditions thereof.



- If you have not taken out cancellation insurance and subject to a legitimate reason (inability to ski confirmed by a medical certificate covering the period of the service): the ESF will propose the postponement of the service if this is possible and otherwise reimburse all of the sums paid less the administration fees (10% of the transaction with a minimum of € 20)

- In all other cases: the E.S.F. will apply a deduction equal to 50% of the price paid.

7.3: Interruption during the service:

- If you have taken out cancellation insurance on a personal basis (in particular that offered by the E.S.F. during your online purchase), please refer to the conditions thereof.

- In the absence of cancellation insurance and subject to a legitimate reason (inability to ski confirmed by a medical certificate covering the period of the service): The ESF will propose the postponement of the service if possible and will reimburse otherwise the part not consumed in the form of having calculated on the basis of the unit price less the administration fees (10% of the transaction with a minimum of € 20).

ARTICLE VIII - CANCELLATION / INTERRUPTION / EXCLUSION BY THE ESF

8.1: Cancellation / interruption

THE F. reserves the right to cancel or interrupt lessons if the slopes or ski lifts are closed or if the weather conditions make it dangerous for the group to access the practice area.

8.2: Refund

- In one of the cases mentioned in article 7.1: the ESF will refund the sums paid by the customer in the event of cancellation of the service, and in the event of interruption will grant the customer a credit calculated on the basis of the price unitary.

- In all other cases: the ESF will refund the sums paid by the client and will also pay him compensation in an amount equal to these in the event of cancellation of the service, and in the event of interruption will grant the client. customer a credit calculated on the basis of the unit price and will also pay him compensation in an amount equal to the credit.

8.3: Exclusion

THE F. reserves the right to exclude at any time a person whose behavior is likely to disturb the course of the teaching. In this case, the customer will not be able to claim any reimbursement.

ARTICLE IX - SPECIAL COVID-19 INFORMATION

For all reservations subject to cancellation due to COVID-19, the total amount paid will be, upon presentation of proof (such as a medical certificate or a copy of an institutional decision):

- Postponed if possible, otherwise,
- Reimbursed



In the event of an interruption in the service due to COVID-19, the amounts paid will be postponed, if possible, otherwise reimbursed on a pro rata basis.

ARTICLE X - RESALE OF SERVICES

Any resale of services provided by the ESF, in particular via applications, intermediary websites and / or resale platforms is prohibited in the express agreement of the ESF.

ARTICLE XI - SETTLEMENT OF DISPUTES

The parties will endeavor to amicably resolve any difficulties that may arise in the performance of the contract. If no amicable agreement could 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 under the jurisdiction of French civil and commercial courts, including ruling on summary proceedings.

ARTICLE IX - MEDIATION

After having contacted the ESF management and in the absence of a satisfactory answer or in the absence of a response within 60 days, the customer can contact the Tourism and Travel mediator, whose contact details and referral procedures are available on its website: www.mtv.travel.

PERSONAL DATA PROTECTION CHARTER OF CUSTOMERS AND / OR STUDENTS OF ESF DE VALLOIRE

As part of the services it offers, the ESF collects your personal data.

The purpose of this charter is to describe the methods by which the ESF uses said data in accordance with the provisions of the famous GDPR (European General Data Protection Regulation of May 25, 2018).

1. DID YOU KNOW?

The E.S.F. exercise their profession by adopting the status of self-employed worker.

They come together locally in French Ski Schools to organize the teaching, supervision and animation of skiing and other winter sports disciplines in resorts.

To ensure the defense of their interests they also group together in Local Unions endowed with legal personality. There is only one Local Union per station.



The designation "French Ski School" is authorized by the National Union of French Ski Instructors (S.N.M.S.F) created in 1945. Its objective is to organize the profession by ensuring the instructors their organizational and teaching autonomy.

When you receive E.S.F. your personal data is therefore processed by both the Local Union and the S.N.M.S.F. each acting as data controller pursuing its own purposes.

In other words :

- The Local Union processes your data to manage its contractual relationship with you (invoicing, payment, management of reservations, etc.), to carry out marketing operations and to comply with its legal obligations.
- The S.N.M.S.F. processes your data because it controls the central computer reservation system which allows the Local Unions to collect the data necessary for the organization of E.S.F's services. The S.N.M.S.F controls this computer system for CRM processing needs.

2. WHAT DATA IS COLLECTED?

a. General case

Your personal data collected during your voluntary registration (online or at the counter) with or without reservation, are as follows:

- Last name ;
- First name;
- Date of Birth ;
- Teaching level ;
- Spoken languages)
- Address ;
- Email address and;
- Telephone number.

b. Photographs or videos

Photographs or videos may also be taken during lessons and competitions for the purposes of promotion and communication of the ESF. The consent of the pupils (or that of their legal representative for minors) for the distribution of these images is obtained via a form.

c. "Star" test results and E.S.F.

If you have taken part in the "ETOILE" tests and the E.S.F. competitions, your results are public and are displayed in the premises of the Local Union and online.

d. Bank data

The banking data transmitted during your order are not collected by the Local Union or by the S.N.M.S.F. Encryption technology is deployed by our service provider to secure your transactions.



3. FOR WHAT PURPOSES?

Your personal data is collected for the exercise of E.S.F.
They will be kept (globally and anonymously) for statistical purposes.

Only the data strictly necessary for the smooth running of the services of the E.S.F. and, in the protection of your vital interests, you are asked.

If a third party (confers below) needs to use personal data, we make sure that it is able to protect it.

We thus pursue a legitimate interest in using your personal data and this use does not infringe your freedom and your interests.

4. WHO ARE THE RECIPIENTS?

In order to guarantee you a quality service, your data is intended for:

- To the management team of the Local Union of your resort;
- To your E.S.F.
- To the IT department of S.N.M.S.F.
- To our IT subcontractors (technical services) and e-commerce web development (sales analysis, CRM tools);
- Local authorities if the law requires us to.

5. DATA SECURITY

The information collected is recorded in a secure computer file of the Local Union and S.N.M.S.F.

Adequate measures are taken in terms of technique (eg firewalls) and organization (eg username / password, physical protection means, etc.) to protect your data against destruction, loss. or alteration, misuse and unauthorized access, modification or disclosure, whether such actions are unlawful or accidental.

6. YOUR RIGHTS

You have a right of opposition, access, rectification and erasure with regard to your personal data.