

# General Terms and Conditions

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF INSTRUCTION AND SUPERVISION SERVICES FOR SKIING AND OTHER WINTER SPORTS DISCIPLINES BY E.S.F. INSTRUCTORS

ESF Les Menuires / Saint Martin de Belleville  
Address: Immeuble La Vanoise  
Phone: +33 (0)4 79 00 61 43  
E-mail : contact@esf-lesmenuires.

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

You can now sign up for the services dispensed by E.S.F. instructors at the ticket desk, via our site, by phone, by fax 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 E.S.F.

For the other selling modes, please contact the E.S.F.

Registration for the services of the E.S.F. implies unreserved acceptance of these general terms and conditions.

### ARTICLE I – SERVICES

All E.S.F. instructors have received training validated by the French State and possess currently valid authorisation to teach skiing and associated disciplines. Instruction 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 E.S.F. 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 E.S.F.

Accordingly, the E.S.F. 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.

### 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 E.S.F. 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 E.S.F. and the instructor.

This insurance does not cover the following costs that E.S.F clients may personally incur: emergency expenses, medical expenses, breakage or theft of skis, costs of unused ski lift passes, etc. For this reason, the E.S.F of Les Menuires/ Saint Martin de Belleville recommends to its clients to verify that they are well covered to this effect and if this is not the case of purchasing insurance covering these risks to take advantage of their ski holidays in peace.

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 E.S.F. prices are presented in the E.S.F. catalogue and on the online sales site, accessible via [esf.net](http://esf.net) and via the specific E.S.F. site concerned.

The prices stated comprise the teaching service dispensed by an E.S.F. instructor, excluding any other service (insurance, ski lifts, accommodation, 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.).

### **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 E.S.F. 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 E.S.F. 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 E.S.F. via S-money (secure service developed by a company of the Banque Populaire Caisse d'Epargne Group).

The E.S.F. 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 E.S.F.

The E.S.F. 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.

## **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 paragraph 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 OR CURTAILMENT BY THE CUSTOMER**

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

This partial payment constitutes a deposit that shall be withheld by the E.S.F. in the case of cancellation.

### **7.2: Cancellation of the service with full payment**

#### **7.2.1: Cancellation before the start of the service:**

The packages are reserved only for fixed dates. In case of cancellation regardless of the reason, the cost of the package cancelled will not be reimbursed by E.S.F nor will it be exchanged for another package.

For this reason, E.S.F recommends to all clients to check that they are appropriately insured to this effect and if not to subscribe to a suitable cancellation insurance.

If you have taken out personal cancellation insurance, please refer to the insurance conditions.

#### **7.2.2: Curtailment during the service:**

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

For this reason, E.S.F recommends to all its clients to check that they are appropriately insured to this effect

## **ARTICLE VIII – CANCELLATION / CURTAILMENT / EXCLUSION BY THE E.S.F.**

### **8.1: Cancellation/curtailment**

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

### **8.3: Exclusion**

The E.S.F. 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 – SPECIAL COVID-19 INFORMATION**

For all bookings that are cancelled for the following reasons:

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

the total amount paid will be, upon presentation of proof (medical certificate - copy of an institutional decision):

- o Be carried over, if this is possible, otherwise,
- o Be refunded.

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

#### **Information 'Pass sanitaire'**

It is responsibility of the client and / or the student to comply with the rules in force relating to the 'pass sanitaire'.

The ESF instructors reserve the right to check the validity of the clients 'pass sanitaire' if it is required by the Government to access the ski lifts.

In this case, students who do not have a valid health pass will be subject to the provisions of Article 7 of these General Terms & Conditions

### **ARTICLE X – RESELLING OF SERVICES**

Any reselling of services dispensed by the E.S.F., in particular via apps, intermediate websites and/or reselling platforms, is prohibited without the express agreement of the E.S.F.

### **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 E.S.F. 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](http://www.mtv.travel).

### **ARTICLE XIII – PERSONAL DATA PROTECTION**

In the framework of the services that it proposes, the E.S.F. may collect the personal data of its users.

The collection of these data is subject to the provisions of the General Data Protection Regulation (GDPR) of 25 May 2018, and the French Data Protection Act of 6 January 1978 (consolidated).

### 13.1: Collecting data & obtaining consent

The data collected upon the voluntary registration of an E.S.F. user are: their last name, first name, date of birth, postal address, email address and telephone number.

This information is strictly required for the implementation of this contract, as consented to by the user.

Photos may be taken or video recordings made during lessons and competitions. The consent of the pupils (or of their legal representative when they are minors) for broadcasting these images is obtained via a form.

### 13.2: Purpose of data processing

These data are collected exclusively for the exercise of E.S.F. activities.

The S.N.M.S.F. (Syndicat National des Moniteurs du Ski Français - National Association of French Ski Instructors), owner and promoter of the ESF trademark, reserves the right to send information to the users of the E.S.F. concerning ESF activities. Users may, at any time, unsubscribe from the mailing list.

The collected data may also be used for commercial promotion purposes for the ESF brand, subject to the express agreement of the user.

### 13.3: Personal data processing responsibility

The E.S.F. is responsible for the processing of the personal data of users collected for the exercising of its activities.

### 13.4: Recipients of these data

The collected data are for the attention of the E.S.F. and S.N.M.S.F. management team, and *our partner* and sub-contractor, Les Menuires and Saint-Martin-de-Belleville Tourist Information Office (Immeuble Belledonne | La Croisette 73440 Les Menuires - [grc@lesmenuires.com](mailto:grc@lesmenuires.com)).

*In this context, the Les Menuires and Saint-Martin-de-Belleville Tourist Office is in charge of sending non-commercial communications for the purpose of facilitating customer relations by email in the name and on behalf of our body (news, resort events, practical information relating to the stay experience). In accordance with the applicable legal provisions, you have the option of opting out of receiving these messages when entering into commercial relations or by clicking on the unsubscribe link that features in the footer of each message sent.*

*You have a right of access, rectification and objection (for legitimate reasons) to the gathering and processing of your personal data. This right of access may be exercised by post, enclosing a copy of your photographic identification, to the following address: Les Menuires Tourist Information Office | Immeuble Belledonne | La Croisette 73440 Les Menuires – or via email to [grc@lesmenuires.com](mailto:grc@lesmenuires.com)*

*The data is retained for 5 years after each purchase or reservation.*

*The Les Menuires and Saint-Martin-de-Belleville Tourist Office retains the following data:*

- *Identity: civility, surname, first name, address, telephone number (fixed and/or mobile), email address, language for communication*
- *Data relating to the transaction and the commercial relationship tracking: history of purchases and reservations, contracts, dates of holiday and accommodation*

The data are processed with the utmost confidentiality and are not communicated to any third parties without obtaining express consent from the user concerned.

### 13.5: Security of processing

The information obtained is saved in an E.S.F. and S.N.M.S.F. computer file.

Appropriate technical and organisational measures are taken to prohibit unauthorised access or the disclosing of personal user data.

### 13.6: Right of opposition, access, rectification and deletion

Any client of the E.S.F. has a right of opposition, access, rectification and deletion for their personal data.

To exercise this right, they must send their request by mail on : [contact@esf-lesmenuires.fr](mailto:contact@esf-lesmenuires.fr)

For statistical purposes, these data may be rendered anonymous and global.