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

E.S.F of (place): PLAGNE AIME 2000
Address: Bâtiment Aime 2000 -73210 AIME LA PLAGNE
Phone: 0033.(0)4.79.09.04.75
E-mail : info@esfplagneaime2000.com

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.

Courses will be given in the language requested by the customer, subject to the availability of a competent instructor. Otherwise, lessons will be given in French.

Cross-border ski areas

As part of the teaching provided by the ESF instructors, children may be required to ski in cross-border ski areas and thus cross the Swiss, Italian and/or Spanish borders within the limits of the ski area.

Any dispute relating to the above must be made in writing by the legal guardian(s) of the child concerned to the Management of the French Ski School, at least 48 hours before the start of the lesson.

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.

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.

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.

The ESF reserves the right to pass on the student's contact details to their insurer or any other relevant insurance company in the event of an accident occurring during a lesson.

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 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 Lemonway.

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 before the start of the service with full payment

7.2.1: Cancellation earlier than 8 days before the start of the service:

- If you have taken out personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online), please refer to the insurance conditions.

- If you have not taken out cancellation insurance, and provided that you are unable to ski as testified by a medical certificate covering the period of the service:

  The E.S.F. shall propose to postpone the service, if this is possible, otherwise it shall refund all sums paid less the administrative costs (10% of the transaction, with a minimum of €20).

- In all other cases: the E.S.F. shall refund you the price paid less the administrative costs (10% of the transaction, with a minimum of €20) and compensation for breach of contract (10% of the transaction, with a minimum of €20).

7.2.2: Cancellation within 8 days of the start of the service:

- If you have taken out personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online), please refer to the insurance conditions.

- If you have not taken out cancellation insurance, and provided that you are unable to ski as testified by a medical certificate covering the period of the service:

  The E.S.F. shall propose to postpone the service, if this is possible, otherwise it shall refund all sums paid less the administrative costs (60% of the transaction).

- In all other cases: the E.S.F. shall withhold 80% of the price paid.

7.3: Curtailment during the service:

- If you have taken out personal cancellation insurance (in particular, that proposed by the E.S.F. when purchasing online), please refer to the insurance conditions.

- If you have not taken out cancellation insurance non refund will be possible.

- **For private lessons, refunds will be possible up until the day before the lesson.**

- **For "good deal": 1 day free for 6 lessons purchased, no refund will be provided if a lesson is not taken, even if that lesson is cancelled by the ESF due to closure of ski slopes or ski lifts.**

- **For packages included lessons an ski pass, as this offer features special rates, no compensation will be provided to clients in the event that a lesson is cancelled whether by client or by the ESF**

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, and/or,
- if the weather conditions make it dangerous for the group to access the skiing areas, and/or,
- if the E.S.F. is unable to replace an instructor who is absent for a legitimate reason (e.g., unfit to ski, as evidenced by a medical certificate associated with COVID-19).

8.2: Refunds

- In any of the cases stated in article 8.1: the E.S.F. shall refund the sums paid by the customer in the event of the service being cancelled, and in the case of curtailment shall award the customer credit calculated on the basis of the unit price.
- In all other cases: the E.S.F. shall refund 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 service curtailment shall award the customer credit calculated on the basis of the unit price, as well as paying the customer compensation equal to the sum of the credit.

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 – HEALTH PASS INFORMATION

It is the responsibility of the customer and/or pupil to abide by the current health rules.

The E.S.F. instructors reserve the right to check the validity of the health/vaccine passes of their pupils if this constitutes a Government requirement for accessing the ski lifts.

On this basis, pupils not presenting a valid pass will be subject to the provisions of article 7 of these general terms and conditions.

If the health situation were to deteriorate and in the event of new Government measures making travel to the resort impossible (such as a lockdown or the closing of the borders), the E.S.F. will propose, upon presentation of proof, a rescheduling if this is possible, or else will refund all sums paid, minus transaction costs.

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, (MTV Travel), located at 105 rue du Faubourg Saint-Honoré, 75008 Paris; the ~~whose contact and~~ procedural details may be found on the site: www.mtv.travel.