

## **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. Mijoux La Faucille  
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Hereinafter referred to as "E.S.F."

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

The E.S.F. reserves the right not to guarantee a change of level at the same time or place and under the same conditions, just as the E.S.F. will not be obliged to reimburse the amount of the service following an error in the client's purchase (level / time / place of appointment).

The number of students in group lessons can be limited to 6, 8 or 10 students maximum. Nevertheless, the E.S.F. reserves the right to increase the number of students in exceptional cases.

The E.S.F. reserves the right to group levels according to the number of students.

The E.S.F. reserves the right to modify or transform a service for technical reasons.

## **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.

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.

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 the specific E.S.F. Mijoux La Faucille website: *esf-mijouxlafaucille.com*.

The prices stated comprise the teaching service dispensed by an E.S.F. instructor, to the exclusion of any other service (insurance, ski lifts, accommodation, equipment, lunch etc.). Consequently, pupils shall, before the scheduled lesson time, be in possession of a pass to access the ski lifts (except for the pupil of the Club PiouPiou) and, at the pupil'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: 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 approved by l'ACPR.

The E.S.F. solely guarantees the availability of the lessons that are proposed at the time when the contract is concluded.

The purchase of a ski pass, in addition to the purchase of a ski lesson, via the E.S.F online sales site will not be reimbursed by the E.S.F. Mijoux La Faucille. The terms and conditions relative to the ski passes are established by the Syndicats Mixte des Monts Jura and are available on their website and on our website during the purchase of the services.

#### **4.2.2: For the other selling modes:**

Registration is done at the office or by phone. It will be followed by the full payment, by check, credit card, or vacation check at the counter or online on [esf-mijouxlafaucille.com](http://esf-mijouxlafaucille.com).

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 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 integral payment**

##### **7.1.1: Cancellation of a reservation 15 days before the beginning of the service for the school holiday ski class and for the 5-hour private lesson packages:**

- 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. will refund you within 30 days, all sums paid less the administrative fees: 10% of the transaction with a minimum of 20€.
- In any other cases : the E.S.F. will refund you within 30 days, all sums paid less the administrative fees: 10% of the transaction with a minimum of 20€, to which will be added a compensation for breach of contract, 10% of the transaction.

##### **7.1.2: Cancellation of a reservation within 15 days prior to the start of the service for school holiday ski class and for**

### **5-hour private lesson packages:**

- 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. will refund you within 30 days, all sums paid less the administrative fees: 10% of the transaction with a minimum of 20€.
- In any other cases: the E.S.F. will not make any refunds, therefore cancellation insurance is strongly recommended.

### **7.1.3: Cancellation of a reservation of one collective class or of one private lesson (ie. services not within a package)**

#### **7.1.3.1: Cancellation of a reservation 48h before the beginning 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. will refund you within 30 days, all sums paid less the administrative fees: 20% of the transaction.
- In any other cases: the E.S.F. will not make any refunds, therefore cancellation insurance is strongly recommended.

#### **7.1.3.2: Cancellation of a reservation within 48h prior to the start of the service**

- The E.S.F. will not make any refund, therefore cancellation insurance is strongly recommended.

### **7.2: Interruption 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: the E.S.F. will not make any refunds, therefore cancellation insurance is strongly recommended.

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

### **8.1: Cancellation/interruption**

The E.S.F. reserves the right to cancel or terminate 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. or if the E.S.F. is unable to replace an absent instructor due to a legitimate reason (accident, illness, death...).

## 8.2: Refunds

- In any of the cases stated in article 8.1:
  - In the event of the service being cancelled, the E.S.F. shall refund the sums paid by the customer in the event of the service being cancelled
  - In case of interruption of an unitary service (service not within a package), the E.S.F. will not proceed to any refund.
  - In case of interruption of a school holyday ski class, or of a 5-hour private lesson package, or of a season package, the E.S.F. will propose a postponement. If this is not possible it will grant the client a refund calculated on the basis of the unit price.
- In all other cases: the E.S.F. will propose an alternative solution. If none is found, 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 – 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 X – 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 XI – 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).

