

# Terms of Sales

## GENERAL CONDITIONS OF SALE FOR TEACHING SERVICES AND SUPERVISION OF SKIING AND OTHER SKIING DISCIPLINES FOR SKI INSTRUCTORS OF ECOLE DE SKI INTERNATIONALE DE FONT ROMEU - LES AIRELLES- BP 33- 66120 FONT ROMEU

These general conditions of sale (hereinafter the "T&Cs") define the legal framework of the relations established between the ESI International Ski School of Font-romeu (hereinafter "The ESI School") and its customers. (hereinafter the "Client(s)").

The ESI School and the Client may hereinafter be jointly referred to as the "Parties" or individually as a "Party".

The purpose of the General Terms and Conditions is to define all the conditions under which the ESI School markets its services (hereinafter the "Services") which are available only upon registration. They therefore apply to any sale of services made to the ESI School. Consequently, placing an order implies full and unreserved acceptance by the Customer of the General Terms and Conditions.

The Customer declares to have read the General Terms and Conditions before booking and purchasing Services and to accept them without restriction or reservation, in all their provisions.

Any condition contrary to the General Conditions of Sale set by the Client will therefore, in the absence of express acceptance by the ESI School, be unenforceable against the latter, regardless of the time when it may have been brought to its attention.

The T&Cs can be updated; however, the applicable General Terms and Conditions are always those in force at the time of purchase of the Services.

The General Terms and Conditions are available at any time on the ESI School website ([www.ecoledeski-fontromeu.com](http://www.ecoledeski-fontromeu.com)) and in the ESI School offices.

### **ARTICLE I – SERVICES, PARTICIPATION AND SUPERVISION**

#### **Services:**

The Services offered are those presented on the ESI School website and in its offices.

They understand :

- Teaching services and in particular lessons, individually or collectively, in skiing, snowboarding and other board sports;
- possibly additional Services (ski lift passes, insurance, meals, etc.).

For the proper execution of the Services subscribed to, the Customer undertakes to provide fair and sincere information during the ordering process as well as to subsequently respect the instructions which will have been provided to him in the validation email of his reservation and, in particular, concerning the place, day and time of regrouping for the start of the Teaching Services.

In the event of delay at the meeting point thus fixed, the Customer will not be able to claim any reimbursement, even partial of the price paid, nor compensation.

The same applies in the case where for a group lesson teaching service, the instructor in charge of the group corresponding to the level declared by the Client decides to change a group in line with the student's actual level, under reserve of availability: it will be recalled that the homogeneity of the level of the students is decisive in a group for the smooth running and quality of the Services.

**Participation :**

Participation in the Teaching Services requires:

- good physical health (special cases, contact the ESI School),
- equipment suitable for winter sports, - compliance with the instructions given by the instructor.

The Client acknowledges having perfect knowledge of these conditions of participation in the Services.

The Client releases the ESI School, its managers and its members from all claims and legal actions relating to injuries or damage caused to his person and/or to third parties and caused in any way whatsoever, arising from or due to his participation in the Services subscribed to.

The smooth running of the lessons requires homogeneity of the level of the skiers. Given the material impossibility for the ESI School instructors to check the level of each student, prior to their registration, the latter is responsible for choosing the technical level that they have selected according to the grid established by the ESI School and/or descriptions of the different levels of progression. Consequently, the ESI School reserves the possibility of reincorporating into a group more suited to their level a skier whose level does not correspond to their declaration, subject to the capacities of the other groups. The Customer will not be able to claim any reimbursement or compensation for this fact due to his declaration alone.

**Management :**

All ESI School instructors have completed training validated by the State and their teaching methods are recognized nationally and internationally. They all hold a valid authorization to teach skiing and its related disciplines.

Learning to ski takes place in a specific, random environment. Its practice therefore requires the student to personally ensure their 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 respect the instructor's instructions. The student is solely responsible for his or her equipment.

The ESI School takes out Professional Civil Liability insurance which covers instructors in the exercise of their duties against damage to a third party.

The ESI School is not responsible for accidents caused by skiers participating in the course.

**ARTICLE II – WEATHER CONDITIONS**

Weather conditions are, under no circumstances, a cause for cancellation or postponement by the Client of the Services as long as the Services remain provided by the ESI School. The Client cannot, for this reason, claim any reimbursement of the Services subscribed or postponement of their execution.

**ARTICLE III – INSURANCE**

The Teaching Services do not include insurance.

The Client is therefore informed that it is their responsibility and remains their responsibility to take out a personal insurance contract covering at least the bodily harm to which their sporting practice may expose them in accordance with article L. 321-4 of the Sports Code and possibly cancellation of classes, medical assistance and repatriation costs.

The ESI School cannot be held liable for damages resulting from errors arising from documents or information provided by the Client.

Except in cases of gross or intentional misconduct, the overall liability of the ESI School towards the Client under the General Terms and Conditions, whatever the legal basis and the nature of the damage, cannot exceed the price paid by the Client.

This excludes any non-performance or faulty performance due to a case of force majeure or a fortuitous event referred to in Article VI below or due to the Customer.

The overall liability of the ESI School under the General Terms and Conditions is limited to direct material damage caused to the Client resulting from duly proven faults attributable to it.

In the event of an accident caused by a third party, the instructor and the ESI School have no obligation to ensure the identity and contact details of the third party.

As such, no obligation of result weighs on the instructor or the ESI School.

#### **ARTICLE IV – PRICES / REGISTRATION / PAYMENT**

The ESI School prices are presented in the ESI School catalog, on the online sales site, accessible from [www.ecoledeski-fontromeu.com](http://www.ecoledeski-fontromeu.com). The prices of the Services offered on the ESI School website and in its offices are prices indicated in euros and all taxes included.

The prices of the Services are those in force at the time of recording the registration requested by the Client.

The ESI School reserves the right to increase its prices at any time; the price increase takes place on the date of publication of the new prices online.

In the event of a price display error (price clearly lower than the actual value of a Product), the ESI School reserves the right to cancel the order and, if it has been confirmed, to reimburse the costs. amounts paid as quickly as possible; in this case, the ESI School will not be liable for any compensation to the Client.

The prices indicated include the teaching service provided by an instructor from the ESI School to the exclusion of any other service (insurance, ski lifts, accommodation, etc.), except in special cases.

Consequently, the student must, prior to the scheduled lesson time, have a pass for access to the Ski Lifts and, according to their choice, insurance which must cover them against the risks inherent to a sports practice in mountain environments (civil liability, rescue, etc.).

#### **Registration :**

Services are ordered exclusively by reservation:

- either on site directly at the offices of the ESI School,
- either on the online reservation site [www.ecoledeski-fontromeu.com](http://www.ecoledeski-fontromeu.com).

The possibility of reserving the Services is dependent on their availability and therefore on their validation by the ESI School.

The ESI School has, for all stages of access to its online sales site and the ordering process, only an obligation of means.

It cannot, therefore, be held liable for any inconveniences or damages inherent in the use of the Internet network, in particular a break in service or failure of connection to the ESI School's online sales site, an external intrusion or the presence of computer viruses, or any event qualified as force majeure in accordance with case law and the law.

The Customer can order Services on his own behalf or on behalf of one or more relatives; in the latter case, the Client acknowledges having received authorization from this relative to use their personal data and subscribe to Services in their name.

The Customer is solely responsible for the sincerity and accuracy of the information he provides in the context of booking the Services he carries out on his behalf and/or on behalf of relatives.

Registration for an Educational Service, whatever its form, is nominative, personal and non-transferable; the Client cannot assign or transfer to anyone in any way whatsoever, free of charge or for a fee, any Teaching Service subscribed in his name or that of a close relative without the express agreement of the ESI School.

Registration for ESI School services implies pure and simple acceptance of these general conditions.

**Payment :**

The Services are payable in full in cash when booking.

If the Customer makes his reservation for Services remotely, payment can only be made by credit card.

The means of payment accepted when booking on site at the ESI School offices are: Check, Bank Card on Electronic Payment Terminal, cash, Holiday Checks or Sports Coupons.

Full cash payment constitutes validation of the order for the Service. You will be immediately acknowledged receipt of your payment, as well as registration for the Service, by electronic message. This payment manifests the conclusion of the contract. Any validated order constitutes express and irrevocable acceptance of the prices and descriptions of the Services, as well as the General Terms and Conditions.

**ARTICLE V – RIGHT OF WITHDRAWAL REGARDLESS OF THE METHOD OF RESERVATION (ONLINE OR AT THE COUNTER)**

The right of withdrawal within fourteen (14) days provided for in article L221-18 of the Consumer Code is not applicable to services offered for sale pursuant to 12° of article L.221- 28, regarding leisure activity services to be provided on a specific date.

**ARTICLE VI – MODIFICATION, CANCELLATION OR INTERRUPTION OF SERVICES**

**Due to the Customer**

■ Change :

The Customer is solely responsible for the information provided when ordering. The ESI School will not be required to place the Client in the corresponding level groups in the event of incorrect declaration of level, times, ages or other input fields: the client will not be able to claim any reimbursement or compensation.

■ Cancellation before the start of the service with partial payment :

This partial payment constitutes a deposit which will be retained by the ESI School in the event of cancellation.

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

➔ Cancellation prior to thirty (30) days preceding the start of the service :

- If you have taken out personal cancellation insurance (in particular that offered when purchasing your ski lift pass) please refer to its conditions.
- If you have not taken out cancellation insurance and whatever the reason: ninety percent (90%) of the amount paid will be refunded, ten percent (10%) of the amount paid will be retained as fees cancellation and compensation for breach of contract.

- ➔ Cancellation prior to fifteen (15) days preceding the start of the service :
  - If you have taken out personal cancellation insurance (in particular that offered when purchasing your ski lift pass) please refer to its conditions.
  - If you have not taken out cancellation insurance and whatever the reason: fifty percent (50%) of the amount paid will be retained as cancellation costs and compensation for breach of contract.
  
- ➔ Cancellation within fifteen (15) days preceding the start of the service :
  - If you have taken out personal cancellation insurance (in particular that offered when purchasing your ski lift pass) please refer to its conditions.
  - If you have not taken out cancellation insurance and whatever the reason: one hundred percent (100%) of the amount paid will be retained as cancellation costs and compensation for breach of contract.
  
- Interruption during performance :
  - If you have taken out personal cancellation insurance (in particular that offered when purchasing your ski lift pass) please refer to its conditions.
  - In the absence of cancellation insurance and whatever the reason: one hundred percent (100%) of the amount paid will be retained as cancellation costs and compensation for breach of contract.

### **Due to the ESI School**

The ESI School reserves the right to cancel or interrupt lessons in the event of closure of the slopes or ski lifts or if weather conditions make the group's access to the practice site dangerous. The ESI School 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 unit price.

The performance times of the Services may be modified according to the opening and closing hours of the ski lifts without any participant being able to claim any compensation.

The ESI School may be required to cancel the Teaching Services reserved by a Client in the event of an insufficient number of participants in a group course or the unforeseeable unavailability of an instructor without the possibility of immediately replacing him: in these cases, the Customer will be reimbursed for the full amount paid for the Service concerned.

The ESI School reserves the right to exclude at any time a Client whose behavior is likely to disrupt the progress and security of teaching. In this case, the customer will not be able to claim any refund.

### **ARTICLE VII – DISPUTE RESOLUTION, MEDIATION**

The General Conditions of Sale are subject in all their provisions to French law and are governed by the French language for their interpretation.

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

In the event of a dispute, jurisdiction is assigned to the courts of Paris, notwithstanding multiple defendants or warranty claims.

Pursuant to articles L.611 to L.616 and R.612 to R.616 of the Consumer Code, the SAS MEDIATION mediator is mandatory.

After contacting the school management by LRAR mail, and in the absence of a satisfactory response or in the absence of a response within sixty (60) days, the customer can contact the consumer mediator free of charge, whose contact details are available on its website: [www.sasmediationsolution-conso.fr](http://www.sasmediationsolution-conso.fr). If the client appeals to the mediator, he must provide the latter with his LRAR letter sent to the school and the response to the letter (or lack of response) for any procedure.

## **ARTICLE VIII – MISCELLANEOUS**

### **Photos and videos :**

The ESI School uses photos and videos taken during the performance of the Services on its social networks and/or for promotional purposes.

Participation in the Services entails authorization for participants to see their image used in this way.

The Client, however, has the right to revoke this authorization at any time by informing the ESI School in writing; if this refusal were to be manifested after the production of media of any type representing the Client or his relatives, the Client agrees in advance to allow the ESI School sufficient time to allow it to redo an equivalent communication.

### **Data protection :**

The ESI School collects personal data from the Client and/or their relatives through the Client for the sole purpose of responding to requests for information and reservation of Services, file follow-up, good record keeping, its accounting, IT bases and schedules and/or for commercial monitoring purposes (in particular administrative, accounting, commercial and statistical management) or information on current events about the ESI School and its Services.

Personal Data is collected within the limits of the information that is strictly necessary for the ESI School for the proper execution of its Services and more generally compliance with the General Terms and Conditions. The ESI School archives reservation vouchers and invoices on a reliable and durable medium constituting a faithful copy in accordance with the provisions of article 1348 of the Civil Code. The computerized records of the ESI School will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

This personal data remains strictly confidential.

This data is intended for the ESI School but may also be communicated to partners or subcontractors of the ESI School in order to ensure the proper execution of the Services ordered by the Client or to support them in meeting their own needs.

These third parties are, however, only authorized to use said personal data as a subcontractor for and within the framework of the service commissioned by the ESI School.

The ESI School ensures in advance that these trusted third parties act in accordance with the rules laid down by the Data Protection Act No. 78-17 of January 6, 1978, as amended, and European Regulation 2016/679 of April twenty-seven, two thousand and sixteen and in accordance with the European directive of May twenty-fifth, two thousand and eighteen relating to the protection of personal data (hereinafter referred to as the "Legislation relating to personal data").

In application of the Legislation relating to personal data, natural persons concerned by the data collected by the ESI School have the following rights :

- Right of access to personal data concerning them ;
- Right to question the use of their personal data ;
- Right to rectification of their personal data ;
- Right to object for legitimate reasons to their personal data being processed or used for prospecting purposes, particularly commercial ;
- Right to define guidelines relating to the fate of their personal data after their death .

The individuals concerned may exercise all of these rights at any time with the ESI School by sending a request to this effect by post or email. The ESI School responds to requests from the individuals concerned as quickly as possible and in accordance with applicable law.

The data collected by the ESI School is kept for the legally prescribed period.

The ESI School undertakes not to infringe on the privacy of Users and to take all necessary precautions to preserve the security and confidentiality of their personal data and in particular to prevent them from being modified, damaged or communicated to unauthorized persons, subject to the obligations that may be incumbent upon it within the meaning of law no. 2004-575 of June twenty-first, two thousand and four, for Confidence in the Digital Economy.

### **Force majeure**

The execution by the ESI School of all or part of its obligations will be suspended in the event of the occurrence of a fortuitous event or force majeure, as defined by article 1218 of the Civil Code and which would hinder or delay its performance

Are considered as such, in particular, without this list being exhaustive, war, riots, insurrection, social unrest, epidemics, strikes of any nature.

The ESI School will inform the Client of any fortuitous event or force majeure within seven (7) days of its occurrence and may suspend the execution of the Services for the duration of the impediment, without its liability being able to be sought in any way.

In this case, the execution of the Services will be postponed for a period equal to the duration of the said impediment.

### **Independence of clauses**

If one of the articles of the General Conditions of Sale were to be deemed void or unenforceable, the validity or enforceability of the other provisions of the General Conditions of Sale would not be affected.

### **Waiver**

The fact by the ESI School, at any time whatsoever, of not requiring execution by the Client or of not relying on any provision of the General Terms and Conditions cannot, under any circumstances, be interpreted as a waiver express or tacit to its right to demand the scrupulous execution of the commitments entered into by the Client

### **Titled**

The titles of the articles are only indicative.

They have no impact on the interpretation of these articles.