

# **General terms and conditions of sales FLAINE MOUNTAIN**

## **State-certified Ski & Snowboard Instructors**

### **Nadine Clerc, Philippe Clerc, Nans Clerc**

Registration for services delivered by Nadine Clerc, Philippe Clerc and Nans Clerc implies total acceptance of these general terms and conditions.

#### **Article 1 – Introductory remarks**

1.1. These general terms and conditions of sale (or “GTC”) apply to all ski, snowboard and/or telemark teaching services, as well as touring disciplines: ski touring, splitboarding, telemark touring and snowshoeing. These general terms and conditions of sale can be consulted at any time on customer request as stipulated in Article L441-6 of the “Commercial Code”.

All services are described more fully in [ecole-ski-flaine.fr](http://www.ecole-ski-flaine.fr) web site, available from:  
<http://www.ecole-ski-flaine.fr/en>

1.2. Flaine Mountain, is composed of:

MADAME NADINE VELAY CLERC, personal business liberal profession specialized in the sector of sports and leisure education.

- Date of establishment: 21.12.1986
- SIREN : 339 708 836
- SIRET : 339 708 836 00020
- Activity (NAF or APE Code) : Sports and leisure activity education (8551Z)
- Domiciled in: Mme Nadine Velay Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE, FRANCE

MONSIEUR PHILIPPE CLERC, personal business liberal profession specialized in the sector of sports and leisure education.

- Date of establishment: 01.01.1988
- SIREN : 343 386 322
- SIRET : 343 386 322 00022
- Activity (NAF or APE Code) : Sports and leisure activity education (8551Z)
- Domiciled in: Mr Philippe Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE, FRANCE

MONSIEUR NANS CLERC, personal business liberal profession specialized in the sector of sports and leisure education.

- Date of establishment: 01.01.2009
- SIREN: 509 013 306
- SIRET: 50901330600022

- Activity (NAF or APE Code): Sports and leisure activity education (8551Z)
- Domiciled in: Mr Nans Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE, FRANCE

## **Article 2 – Services**

Services proposed occur in an uncertain mountaineer environment, participant must respect the instructor's instructions for safety reasons. The responsibility of the instructor is limited to an obligation of means and not to an obligation of result. Participants are the only ones responsible for the material choice and for theft breakage or abnormal deterioration. The instructor can't be responsible for any damage to participant's material.

## **Article 3 – Insurances**

The instructors, Nadine Clerc, Phillippe Clerc and Nans Clerc, subscribes to a professional indemnity policy which covers them in the course of their work. This insurance does not cover the following costs that may be implied by the instructor customers for themselves in the event of an accident: emergency expenses, medical expenses, breakage or theft of skis, unconsumed lift costs, etc. Therefore, the instructors advise their customers to check that they are well covered and if this is not the case to take out insurance (like the "Carré Neige" insurance available at the lifts ticket offices) covering these risks to benefit of their skiing holidays in peace.

## **Article 4 – Prices, reservation, payment**

### 4.1. Prices:

Charges for services are based on those shown on [ecole-ski-flaine.fr](http://www.ecole-ski-flaine.fr) website:

<http://www.ecole-ski-flaine.fr/en/info/prices>

They can change according to the services asked by the client, the ski resort, and the period selected (ski pass, equipment, photo services, etc.). The final price of the services will be the one proposed on the quote by email after an exchange between the instructor and the client.

### 4.2. Reservation:

Reservations are considered firm when accompanied by a deposit of 30 % of the quote. To confirm the reservation, the client must pay it at the request date set by the instructor on the quote sent by email. After these 5 days, the instructor can't assure the availability of the requested services. In case of modification of the type and/or the number of service, an invoice will be made and given directly to the client or sent by email. In this case, the client must pay in the 5 days following the end of the service. The instructor can propose the availability of the services when the contract is conclude.

### 4.3. Payment:

The deposit payment will be made exclusively by bank transfer. The instructor will send you a confirmation payment email, the payment will conclude the contract.

The rest of the payment must be paid on the first day of the service: either by bank transfer, or by cash (credit cards are not accepted).

## **Article 5 – Booking cancelation by the client**

5.1. RIGHT OF CANCELLATION NOT APPLICABLE: the right of cancellation within 14 days referred to in Article L221-18 of the “Consumer Code” is not applicable, with regard to the sector of sports and leisure education, which must be provided on a given date.

5.2. If you have subscribed to a personal cancelation insurance, please refer yourself to it.

5.3. If you do not have subscribe to a personal cancelation insurance, the instructor will refund you as following:

1. If you payed the entirety of the service amount 30 days before the beginning of the service:
  - If the cancellation occurs at least 25 days before the beginning of the service, 70% of the paid amount will be refund.
  - If the cancellation occurs at least 15 days before the beginning of the service, 50% of the paid amount will be refund.
  - If the cancellation occurs less than 15 days before the beginning of the service, no refunds will be issued.
2. If you payed the entirety of the service amount 60 days before the beginning of the service:
  - If the cancellation occurs at least 53 days before the beginning of the service, 70% of the paid amount will be refund.
  - If the cancellation occurs at least 30 days before the beginning of the service, 50% of the paid amount will be refund.
  - If the cancellation occurs less than 30 days before the beginning of the service, no refunds will be issued.
3. If you booked your service by paying 30 % of the total amount:
  - The 30 % deposit of the total amount of the service will not be refundable under any circumstance.

5.4. In case of interruption during the service: if the client is absent at the appointed place and time, or leaves during the service, for any reason, the service can't be refunded or postponed.

5.5. Warning, there is no cancellation possible in case of bad weather except if the lifts are all closed. In this last case, or in case of injury (with presentation of medical certification of a doctor of the ski resort) the cancelled services will be refunded if the payment is already done, with a deduction of eventual bank charges and commissions.

## **Article 6 – Modification or cancellation by the instructor**

The feasibility and/or the modification of the service are subject to the appreciation of the mountain professional according to the weather conditions, snow and level of participants. In this case the price of the service can be adjusted according to terms and conditions of article 4 "Reservation". If for reasons independent from his commitment, the instructor can't deliver on the service, he(he) is committed to do all he can to find another instructor to replace him(her) as quick as possible. If he fails, the amount already paid will be totally refunded without any additional cost.

#### **Article 7 – Resolution of disputes**

In case of dispute, the instructor and the client will try to find a way to resolve the issue, which occurred during the execution of the contract. French Law exclusively governs general terms and conditions detailed here. All disputes, of whatsoever nature, shall be subject to the exclusive jurisdiction of French civil and commercial courts, including any/all summary proceedings.