Terms and Conditions of Sale
ecole-ski-flaine.fr

NADINE VELAY CLERC

PHILIPPE CLERC

State-Certified Ski & Snowboard Instructors

Registration for services provided by Nadine Clerc and Philippe Clerc implies full and unconditional acceptance of these terms and conditions.

In the event of a dispute between the client and the instructor, the original French version of the General Terms and Conditions is the one that prevails, as this is only an English translation of the original.

Article 1 – General provisions

1.1. General Terms and Conditions of Sale

These Terms and Conditions of Sale apply to all teaching, supervision and guiding services offered by Nans Clerc, a French state-certified ski and snowboard instructor holding the BEES Level 1 qualification in alpine skiing and related activities.

The services concerned include, in particular, ski, snowboard and telemark lessons - both on-piste and off-piste - ; as well as guided excursions involving snowshoeing, ski touring and splitboarding outings, as well as courses involving overnight stays in mountain huts, conducted in non-glacial mountain environments and without the use of mountaineering techniques (roping up, crampons, ice axe, belaying or abseiling).

The term “ski touring” and its variants (including “splitboarding” or any other descriptive term for off-piste activities) are used for descriptive purposes and do not imply any legal qualification beyond that permitted by the instructor’s diploma.

These Terms and Conditions are available at any time and take precedence over any other description appearing on the website or in any communication material. They are available on request and can be viewed online on the instructor’s website. They apply to every order confirmed by the customer. Any amendment to these Terms and Conditions applies only to contracts entered into after the update.

The services are described for information purposes on the instructor's website. In the event of any inconsistency between these Terms and Conditions and communication materials, these Terms and Conditions shall prevail.

1.2. Intellectual property

Photographs, videos and texts appearing on ecole-ski-flaine.fr are protected by the French Intellectual Property Code. Any unauthorised use constitutes infringement and may result in charges and legal proceedings.

1.3. NADINE VELAY CLERC and PHILIPPE CLERC consist, in particular, of:

MRS NADINE VELAY CLERC, a sole proprietorship operating as a self-employed professional specialising in the teaching of sports disciplines and leisure activities.

- Date established: 21.12.1986
- SIREN : 339 708 836
- SIRET : 33970883600020
- Activity (NAF or APE code): Teaching of sports disciplines and leisure activities (8551Z)
- Address: Mme Nadine Velay Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE

MR PHILIPPE CLERC, a sole proprietorship operating as a self-employed professional specialising in the teaching of sports disciplines and leisure activities.

- Date established: 01.01.1988
- SIREN : 343 386 322
- SIRET : 34338632200022
- Activity (NAF or APE code): Teaching of sports disciplines and leisure activities (8551Z)
- Address: Mr Philippe Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE

Article 2 – Services

The services offered consist of supervised winter activities carried out in accordance with the scope of practice authorised by the alpine ski instructor qualification. Any image, description or title used for commercial purposes does not confer any additional legal qualification and is governed contractually by these Terms and Conditions.

Outings involving overnight stays in mountain huts are organised as hub-and-spoke trips, with a fixed base, and do not constitute an independent traverse or self-sufficient expedition.

Routes are selected and adapted daily by the instructor according to weather conditions, snow conditions, terrain and participants' ability levels.

The services include supervision, safety, technical instruction and management of risks associated with the mountain environment, within the limits of the instructor's competence. They take place in a mountain environment that is inherently changeable and involves objective risks. The instructor is

subject to an obligation of means and will apply all required skills and due care in accordance with the scope of their professional qualifications.

Participants undertake to comply strictly with safety instructions. They remain responsible for the selection, condition and use of their personal equipment.

The instructor shall not be held liable for damage to, loss, theft or malfunction of participants' personal equipment, or for accidents resulting from inappropriate behaviour or failure to follow instructions.

Article 3 – Insurance

3.1. Instructor's insurance

The instructors, Nadine Velay Clerc and Philippe Clerc, maintains annual professional liability insurance covering them in the performance of their duties. This insurance does not cover expenses that customers may have to bear themselves in the event of an accident: rescue costs, medical expenses, damaged or stolen equipment, or unused ski-lift passes.

The instructors strongly advises customers to check that they are covered for these risks and, if not, to take out third-party liability insurance, assistance, repatriation, search and rescue insurance, as well as equipment insurance covering these risks.

3.2. Customer insurance

3.2.1 Mandatory insurance: Third-party liability insurance is essential to take part in the services offered by the instructor. It is also necessary to take out assistance, repatriation, search and rescue insurance. Customers must check with their insurer that they are covered for the specific activity undertaken, including personal accident insurance. The instructor cannot under any circumstances be held liable for failure to meet these requirements.

3.2.1 Optional insurance: Nadine Velay Clerc and Philippe Clerc, strongly recommends that customers take out cancellation insurance in case they need to cancel their trip after booking. If customers bring their own equipment, the instructor also recommends equipment insurance to cover breakage, loss or theft.

Article 4 – Prices, booking and payment

4.1. Prices

Prices for services, expressed in euros (€), can be viewed online at ecole-ski-flaine.fr or provided by the instructor upon request. They may vary depending on the number of participants, the resort and the period requested by the customer, as well as any additional services requested (ski pass, equipment, etc.). The final price will therefore be the amount stated in the quotation sent by email

or instant message following an exchange between the instructor and the customer. Prices may be changed at any time without prior notice.

4.2. Booking

Bookings are considered confirmed only when accompanied by a booking deposit or once the full amount for the service has been paid. To confirm a booking, the customer must make payment by the date specified by the instructor when the quotation is sent. If payment is not received by the requested date, the instructor cannot guarantee the availability of the requested services. If the type and/or number of services is changed, a final invoice will be prepared and handed to the customer in person or sent by email or instant message. In that case, the customer undertakes to pay the amounts due within 5 working days following the end of the service concerned. The instructor guarantees only the availability of the services offered at the time the contract is concluded.

4.3. Payment

4.3.1. Payment of the booking deposit: The booking deposit may be paid via bank transfer, cheque or cash. The instructor will send you a confirmation of the deposit payment; this payment signifies the conclusion of the contract and constitutes full acceptance of these General Terms and Conditions of Sale. The remaining balance due must be paid on the first day of the service, either via bank transfer, cheque, or in cash (credit/debit cards are not accepted). Upon receipt of payment, the instructor will send you a confirmation along with an invoice for the total cost of the service.

4.3.2. Payment for the full service: Payment for the full service may be made via bank transfer, cheque, or cash; this signifies the conclusion of the contract and constitutes full acceptance of these General Terms and Conditions of Sale. Upon receipt of payment, the instructor will send you a confirmation along with an invoice for the total cost of the service.

Article 5 – Cancellation by the customer

5.1. NO RIGHT OF WITHDRAWAL: The 14-day right of withdrawal provided for in Article L. 221-18 of the French Consumer Code does not apply to the services offered for sale, pursuant to Article L. 221-28(12), as these are leisure activities to be provided on a specific date.

5.2. If the customer has taken out personal cancellation insurance, they must refer to the terms of that policy.

5.3. If the customer has paid the full amount for the service and has not purchased cancellation insurance: the instructor will refund the customer under the following conditions:

- If cancellation takes place more than 60 days before the service begins, 70% of the amount paid will be refunded.
- If cancellation takes place more than 30 days before the service begins, 50% of the amount paid will be refunded.

- If cancellation takes place less than 30 days before the service begins, no refund will be issued by the instructor.

5.4. If the customer has paid a booking deposit in order to reserve the service:

- The deposit paid to book the service is non-refundable under any circumstances; a client who withdraws must pay the full cost of the service, even if they refuse to allow the contract to be carried out.

5.5. Changes to the service date, including postponements or date changes, are not permitted. The booking is firm for the selected date. No postponement may be requested or granted. If the customer is unable to attend, they must refer to the cancellation conditions set out in Articles 5.2, 5.3 and 5.4.

5.6. Interruption during the service

If the customer is absent at the start of the service or during its delivery, for any reason whatsoever, the service will not be refunded or exchanged. Any voluntary interruption of the service by the customer gives no right to a refund, nor does the exclusion of a customer by the service supervisor for any of the reasons set out in Article 7 below.

5.7. Assignment of contract

A customer may transfer their contract to a transferee who meets the same requirements for taking part in the service, provided that the contract has not yet begun to be performed. The customer must notify the instructor of their decision by any means that provides acknowledgement of receipt, no later than 7 days before the service begins. The transferor and transferee are jointly and severally liable for payment of the service price.

5.8. Early return

If the service ends earlier than planned (for example, after a few hours), for any reason whatsoever, whether or not the lesson or route was completed and whether or not the objective was achieved, no refund will be made.

Article 6 – Changes or cancellation by the instructor

The feasibility of and/or any change to a service is subject to the instructor's assessment of weather conditions, snow conditions and participants' ability. In such cases, the price of the service may be changed and adjusted in accordance with Article "4.2. Booking". If, for a reason beyond the instructor's control, the instructor is unable to provide the services, they undertake to make every effort to find a competent replacement instructor or guide as soon as possible. Failing this, amounts already paid for services that are not replaced will be refunded in full, free of charge, and no further compensation may be claimed by the customer. Additional costs (ski pass, transport, accommodation, equipment, administrative fees, etc.) remain the customer's responsibility.

Article 7 – Exclusion from a course or outing

The instructor is authorised to exclude the customer from the service, either temporarily or permanently and without prior notice, for the following reasons:

- If the customer's ability level is insufficient for the service programme.
- If the customer is physically or psychologically unable to meet the requirements specified in the programme booked.
- If the customer fails to follow the instructor's safety instructions.
- If the customer persistently disrupts the group or a member of the group despite a warning from the instructor (abusive and/or aggressive behaviour, harassment, discrimination, etc.).
- If the customer acts in breach of the contract to such an extent that immediate termination of the contract is justified.

Article 8 – Authorisation to publish images

The instructor may use certain images taken during the service for communication purposes (website, social media, etc.). Customers must inform the instructor in writing in advance if they do not wish to be photographed or filmed. Otherwise, the customer's consent will be deemed to have been given. If the customer changes their mind after giving consent, they may contact the instructor in writing at any time to request removal of the images being used.

Article 9 – Personal data and privacy policy

The instructor undertakes to protect customers' privacy. Under no circumstances will the data collected be transferred or sold to third parties. Personal information requested from customers is intended exclusively for the instructor for administrative and business management purposes. For further information, customers may consult the privacy policy on the instructor's website: www.ecole-ski-flaine.fr.

Article 10 – Dispute resolution

In the event of a dispute, the instructor and the customer will endeavour to resolve amicably any issue arising from performance of the contract. The Terms and Conditions set out above are governed by French law. If no amicable agreement can be reached, all disputes relating to the validity, interpretation and performance of this agreement shall be governed exclusively by French law. All disputes, of whatever nature, shall fall within the jurisdiction of the French civil and commercial courts, including when ruling in summary proceedings.