

# General Terms and Conditions of Sale skiderandonnee.fr

## NANS CLERC

### State Certified Ski & Snowboard Instructor

Registration for services provided by Nans Clerc implies full and unconditional acceptance of these General Terms and Conditions of Sale.

In the event of any discrepancy between the French and English versions, the French version shall prevail.

#### Article 1 – General provisions

##### 1.1. Scope of application

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

The services include, in particular, supervised outings in ski touring and splitboard, as well as courses including overnight stays in mountain huts, **carried out in a non-glaciated mountain environment and without the use of mountaineering techniques** (roping, crampons, ice axe, belaying, abseiling).

Stays including one or more overnight stays are organised **from a fixed accommodation point** (mountain hut) and do not constitute hut-to-hut itinerancy. Outings take the form of daily round trips from the accommodation.

The term “ski touring” and its variants (including “splitboard” or any other descriptive designation of off-piste practices) are used for descriptive purposes only and do not indicate a level of legal qualification beyond that permitted by the instructor’s diploma.

These GTC are available at any time and prevail over any other description appearing on the website or any communication medium. They may be provided on request and are available online on the instructor’s website. They apply to any order validated by the client. Any modification of the GTC applies only to contracts concluded after their update.

The services are described for information purposes on the instructor’s website. In the event of any contradiction between the GTC and communication materials, **these GTC shall prevail.**

## 1.2. Intellectual property

Photographs, videos and texts appearing on the skiderandonnee.fr website are protected by the French Intellectual Property Code. Any unauthorised use constitutes infringement and will give rise to invoicing and legal action.

## 1.3. The company NANS CLERC is composed of:

Mr Nans Clerc, sole trader in a liberal profession specialised in the teaching of sports disciplines and leisure activities.

- Date of creation: 01/01/2009
- SIREN: 509 013 306
- SIRET: 50901330600022
- Activity (NAF/APE code): Teaching of sports disciplines and leisure activities (8551Z)
- Registered address: Mr Nans Clerc, 201 Sirius Flaine Forêt, 74300 Arâches-la-Frasse

## Article 2 – Services

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

Outings with overnight stays in mountain huts are organised as star-based stays, with a fixed base location, and do not constitute an autonomous crossing or self-sufficient raid.

The itineraries are chosen and adapted daily by the instructor according to weather conditions, snow conditions, terrain and the level of the participants.

The services include supervision, safety management, technical instruction and risk management related to the mountain environment, within the limits of the instructor's competence. They take place in a mountain environment that is by nature evolving and involves objective risks. The instructor is bound by an **obligation of means** and implements all the skills and diligence required in compliance with his professional prerogatives.

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

The instructor cannot be held responsible for damage, loss, theft or malfunction related to participants' personal equipment, nor for accidents resulting from inappropriate behaviour or failure to comply with instructions.

### **Article 3 – Insurance**

#### **3.1. Instructor's insurance**

The instructor, Nans Clerc, holds an annual Professional Civil Liability insurance covering him in the exercise of his duties. This insurance does not cover expenses that clients may incur on their own account in the event of an accident: rescue costs, medical expenses, breakage or theft of equipment, unused ski lift passes.

The instructor strongly advises clients to check that they are properly covered and, if not, to take out Civil Liability insurance, Assistance, Repatriation, Search and Rescue insurance, as well as Equipment insurance.

#### **3.2. Client's insurance**

**3.2.1 Mandatory insurance:** It is mandatory to hold Civil Liability insurance in order to take part in the services offered by Nans Clerc. It is also necessary to take out Assistance, Repatriation, Search and Rescue insurance. The client must check with their insurer that they are properly covered for the specific activity practised, including Personal Accident insurance. The instructor cannot be held responsible in the event of failure to comply with these obligations.

**3.2.2 Optional insurance:** Nans Clerc strongly recommends that clients take out Cancellation insurance in the event that they are obliged to cancel their stay after booking. If the client uses their own equipment, Equipment insurance is also recommended in the event of breakage, loss or theft.

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

#### **4.1. Prices**

The prices of the services, expressed in euros (€), are communicated by the instructor upon request. They may vary depending on the number of participants, the resort and the period requested, and on any additional services requested (ski pass, equipment, etc.). The final price of the service shall therefore be that indicated in the quotation sent by email or instant messaging following an exchange between the instructor and the client. Prices are subject to change at any time without prior notice.

#### **4.2. Booking**

Bookings are only considered confirmed upon receipt of full payment of the service. To confirm their booking, the client must make payment by the date requested by the instructor when sending the quotation. In the event of non-payment by the requested date, the instructor cannot guarantee the availability of the requested services. In the event of a modification relating to the type and/or number of services, a final invoice will be issued and given to the client either by hand or sent by email or instant messaging. In this case, the client undertakes to pay the sums due within 5 consecutive working days following the end of the service concerned. The instructor guarantees only the availability of the services offered at the time of conclusion of the contract.

#### 4.3. Payment

Payment of the full service price may be made by bank transfer, cheque or cash. Payment constitutes conclusion of the contract and implies full acceptance of these GTC.

### **Article 5 – Cancellation by the client**

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, in application of Article L.221-28(12), as they concern leisure activities provided on a specific date.

5.2. If the client has taken out personal Cancellation insurance, they must refer to it.

5.3. If the client has not taken out Cancellation insurance, the instructor will reimburse the client according to the following conditions:

- Cancellation more than 60 days before the start of the service: 70% of the amount paid will be refunded.
- Cancellation more than 20 days before the start of the service: 50% of the amount paid will be refunded.
- Cancellation less than 20 days before the start of the service: no refund will be made.

5.4. Any modification of the service date, including postponement or change of date, is excluded. The booking is firm for the chosen date. No postponement may be requested or granted. In the event of inability to attend, the client must refer to the cancellation conditions set out in Articles 5.2 and 5.3.

#### 5.5. Interruption during the service

In the event of absence of the client at the start of the service, or during its execution, for whatever reason, the service will not be refunded or exchanged. Any voluntary interruption of the service by the client does not give rise to any refund, nor does the exclusion of a client decided by the service supervision for one of the reasons mentioned in Article 7 below.

## 5.6. Assignment of contract

A client may assign their contract to a transferee who meets the same conditions to carry out the service, provided that the contract has not yet taken effect. The client must inform Nans Clerc of their decision by any means allowing acknowledgement of receipt, no later than 7 days before the start of the service. The assignor and the transferee are jointly and severally liable for payment of the service price.

## 5.7. Early return

If the service ends earlier than planned, for whatever reason, whether the itinerary was completed or not, or the objective achieved or not, no refund will be made.

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

The feasibility and/or modification of any service is subject to the instructor's assessment based on weather conditions, snow conditions and the participants' abilities. In this case, the price of the service may be modified 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 service, he undertakes to do his best to find a competent replacement instructor or guide as soon as possible. Failing this, the sums already paid for non-replaced services will be refunded in full without charge, and no additional compensation may be claimed by the client. Ancillary costs (transport, accommodation, equipment, administrative costs, etc.) remain the responsibility of the client.

### 6.1. Insufficient number of participants for group courses and outings

Group courses and outings require a minimum of 4 participants. The instructor may be required to cancel a course or outing if the minimum number is not reached. This decision will be communicated to the client no later than:

- 7 days before the start of a multi-day course.
- 48 hours before the start of a day outing.

The instructor may offer the client an alternative solution (similar service on another date, for example). If the proposed alternatives are not suitable, the client will be fully refunded, excluding any bank charges, without further compensation. All costs incurred by the client remain their responsibility (transport, accommodation, equipment, administrative costs, etc.).

## **Article 7 – Exclusion from a course or outing**

The instructor is authorised to exclude the client partially or definitively from the service without notice for the following reasons:

- If the client's level is insufficient in relation to the programme of the booked service.
- If the client is unable to physically or psychologically cope with the requirements specified in the programme.
- If the client does not comply with the instructor's safety instructions.
- If the client persistently disrupts the group or a group member despite a warning (abusive or aggressive behaviour, harassment, discrimination, etc.).
- If the client behaves in breach of the contract to such an extent that immediate termination of the contract is justified.

### **Article 8 – Image rights**

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

### **Article 9 – Personal data and privacy policy**

The instructor undertakes to protect the privacy of clients. Under no circumstances will collected data be transferred or sold to third parties. Personal information requested from the client is intended exclusively for the instructor for administrative and commercial management purposes. For further information, the client may consult the privacy policy on the instructor's website [www.skiderandonnee.fr](http://www.skiderandonnee.fr).

### **Article 10 – Dispute resolution**

In the event of a dispute, the instructor and the client will endeavour to resolve amicably any problem arising in the performance of the contract. These General Terms and Conditions of Sale are governed by French law. Failing amicable agreement, all disputes relating to the validity, interpretation and performance of this agreement shall be governed exclusively by French law and fall within the jurisdiction of the French civil and commercial courts, including summary proceedings.