

ESI APeak Montgenève - TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE SERVICES

TERMS AND CONDITIONS OF SALE AND DELIVERY OF THE SERVICES OF ESI APeak Montgenève (hereinafter referred to as APeak):

Registration for the services provided by the instructors of the ESI APeak Montgenève implies unconditional acceptance of these terms and conditions.

Reservation requests for services provided by the APeak instructors are made by telephone, our website, by email, by postal mail and/or by visiting our offices.

Registration and payment imply acceptance of these terms and conditions.

Any booking request is followed by a proposal by APeak for reservation established according to our availability and our organisation's capacity.

Only the full payment for this proposal will ensure confirmation of your reservation and a place in our lessons.

1. INSTRUCTORS

All the instructors teaching with APeak hold an official licence to teach skiing and similar disciplines.

2. PRICES

The rates for APeak are presented in our brochure and on our website.

Prices include teaching provided by an instructor of APeak but exclude all other products (including but not limited to equipment, lift passes, insurance, transport, food and drink and accommodation), except in special cases.

As a result, the client and / or the student will:

- arrive at the scheduled time for the lessons
- have a valid ski pass and individual insurance to cover him/her against the risks inherent in the practice of mountain sports (civil liability, piste rescue, etc.).

3. PAYMENT

Your booking offer must be confirmed by the payment of the entire amount. A proposal for reservation is a booking option. Without full payment, it may be cancelled without notice. Requests for change of reservation will be considered a cancellation of the original application. The new application will take its place in the chronological order of receipt by us. It may not be possible to accommodate a new reservation, especially at peak times.

4. METHODS OF PAYMENT

Payment by telephone using a credit or debit card: +33 (0) 492 244 997 from 01/12/2011 to 01/05/2012 (9.00 am to 5. Pm.

Bank transfer to the ski school ESI APeak Montgenève.

5. CANCELLATION

The full cancellation of the service concerned will be refunded if the cancellation request is granted:

1 week before the start of the session of group lessons.

1 week before classes begin for day and half day private guiding and coaching.

1 week prior to private lessons.

After these deadlines, classes will not be refunded.

Only requests for cancellation or modification in writing (letter, email) may be taken into account.

APeak cannot be held responsible for lessons cancellations for reasons beyond its control.

We do not refund for illness, accident or bad weather conditions.

APeak cannot be held responsible for the non-availability at the last minute of a professional instructor.

APeak will replace the instructor to ensure the lessons take place and no refund can be claimed. In the event that the instructor cannot be replaced, a refund will be offered.

6. LESSONS AND LEVELS

6.1 - Students benefit from each lesson depending on the level of their experience, expertise, fitness and attitude (and other factors), and depending on the snow and weather conditions.

Given that it is impossible for the instructors of APeak to check the level of each client and/or student prior to registration, the student is responsible for the technical choice that he/she selects according to the grid established by APeak.

As a result, APeak reserves the right to integrate the student in a group more suited to his/her level. The client/student cannot claim any refund or compensation as a result of these decisions.

6.2 - Conditions for group classes

The price paid by the student is normally calculated assuming a minimum of 4 students per level are present.

For three students present at the same level, the sessions will be provided for a period of 2 hours each day. In the case of one person present, the session will be replaced with two 2- hour private lessons.

The lessons will be held open subject to sufficient numbers of participants.

7. COURSES

Learning skiing and snowboarding takes place in a specific environment. Its practice imposes on the client and/or student a responsibility to personally ensure their own safety and that of others.

The responsibility of the instructor is limited to an obligation of leadership. (Seb: 'obligation of means' means nothing...but I think that the instructor is responsible for leadership...so...) It is essential that the client and/or the student respects the instructions and decisions of the instructor. These decisions will sometimes be made for safety reasons, and the instructor's decisions are final and cannot be appealed.

8. INSURANCE

The rates for APeak do not include personal insurance for customers. The client and/or the student is responsible for his equipment. The instructors cannot be held responsible for damage caused by this equipment or for its theft or damage. The professionals at APeak are covered by liability insurance. Each customer must ensure that he/she is covered by insurance covering the risks associated with the practice of the activity corresponding to the service booked. APeak cannot be held responsible in any way for the non-insurance of its clients.

9. RESPONSIBILITY

APeak cannot be held responsible for injury or any other event which occurs during a course.

10. LIFT PASSES

APeak does not include ski lift costs within its rates. All students should arrive for their course with the appropriate lift pass already paid for and in their possession (except in special cases). APeak can advise on the appropriate lift pass to select. The course will not be delayed in starting if a student does not have a valid and appropriate lift pass, and no refund can be offered if a student misses part of a course.

11. GOVERNING LAW

These terms and conditions operate under French law. Any dispute under these terms and conditions is subject to French law and French courts.