



# **TERMS AND CONDITIONS**

Registration for services offered by the Swiss Ski School (ESS) in Morgins implies acceptance of these terms and conditions.

This document is available for consultation on our website and at our points of sale. Only the French version of this document is binding.

# **Instructors**

- All ESS Morgins instructors are trained and authorised to teach skiing and related disciplines.

## **Reservations - Payments**

- Lessons can be booked via our website, by email or directly at our office.
- The full cost of our services is due at the time of booking.
- ESS prices are displayed in our office, on our website, on booking confirmations and on various ski school communication documents.
- It is the responsibility of clients to provide ESS with accurate information regarding their identities, abilities and levels so that ESS can advise and enroll them in the services that are appropriate for them. ESS cannot be held responsible if, as a result of inaccurate information, a client is unable to complete the activity.
- Prices in Euros are for guidance only and may vary depending on the exchange rate.
- You can pay for your lessons by the following methods :
  - o Visa, Mastercard, Maestro, Postcard, American Express
  - Via our online booking platform
  - o Cash
  - o Gift voucher
  - o Twint
  - o By bank transfer
- If your stay is during the school holidays, we advise you to book your course at least one month in advance.

## **Services**

- If you have made your reservation by internet, telephone or email, you can go directly to the meeting point indicated on your payment receipt.
- Please present your receipt to the instructor before the course starts.
- Group lessons are guaranteed from 4 participants. If there are fewer participants, the duration of the course may be reduced.
- In group lessons, and as far as possible, ESS Morgins organizes classes of 5 to 8 participants. In the event of large numbers of participants, classes may be made up of up to ten participants.
- Students are assigned to classes according to their actual level, which is determined by tests carried out on the slopes by our instructors. The student will not be entitled to any refund or compensation
- ESS Morgins reserves the right to limit access to the blue league to children aged 6 and over. An intermediate league may be offered to "young crackers".
- ESS Morgins reserves the right to limit access to the black league to children aged 14 and over.
- ESS Morgins does not guarantee that the participants will pass the Swiss Snowsports test at the end of the week of group lessons or that they will receive a medal. However, ESS Morgins guarantees the quality of teaching and the commitment of its teachers.
- ESS Morgins reserves the right to change the programme.
- Participants must carry their ESS ticket and lift pass.
- Ski lift passes, magnetic hands-free card and Swiss Snow League test medals are not included in the course price\*.
- \*Exceptions:
  - 1) The ski pass for the "Jardin des Neiges" is included in the price.
  - 2) The ski pass is included in the price of the packages as well as in certain special services.
  - 3) Swiss Snow League medals are included in the price of group lessons and are available from 6 hours of private lessons on request.
- ESS Morgins reserves the right to limit certain times for private lessons during busy periods.

## Equipment

- ESS Morgins accepts no responsibility for the quality and reliability of the ski equipment used by the students.
- It is strongly recommended that children wear helmets. ESS reserves the right to protect children's heads with a helmet.
- For freestyle & freeride lessons, helmets are mandatory and back protection is recommended.

#### **Refunds - Cancellations - Changes**

- Weather conditions are not a reason for cancellation or change of schedule if the activity is offered by ESS Morgins. No refunds, rescheduling or compensation will be given.
- All bookings can be cancelled free of charge up to 7 days before the start of the course.
- In the event of cancellation during the week prior to the course, but not more than 48 hours prior to the course, a 50% refund will be made.
- In case of cancellation within 48 hours before the course, no refund will be made.
- Rescheduling is only accepted if requested 48 hours before the start of the course, depending on the availability of the instructors.
- It is recommended that you take out cancellation insurance, which is available when you purchase your ski pass.
- ESS Morgins has 21 days in which to process a refund. Refunds will only be made by bank transfer.
- Rescheduling is only accepted if requested 48 hours before the start of the lesson, depending on the availability of the instructors.
- It is recommended that you subscribe to a <u>cancellation Insurance</u> policy which is available when you buy your ski pass.

#### <u>Liability</u>

- ESS Morgins accepts no responsibility for accidents. Each participant must be covered by their own accident insurance.

#### Image and Privacy Rights

- The client gives ESS Morgins permission to publish, display or distribute any photographs or videos taken during the course.
- This authorisation is valid for any use (publications, website, etc.). If you do not wish to give your authorisation, please inform us.
- The information provided by our clients will be used exclusively by ESS Morgins and will be treated with the utmost confidentiality. ESS may use this information for commercial purposes (e.g. sending advertising, mailings) unless the customer requests otherwise in writing. ESS undertakes to send a reasonable amount of advertising to its customers. ESS customer details are for ESS use only and will not be passed on to third parties.

#### **Disputes**

- The parties shall endeavour to amicably resolve any difficulties that may arise in the execution of the contract. If an amicable agreement cannot be reached, only Swiss law shall apply.