

GENERAL TERMS AND CONDITIONS OF SALE



GENERAL TERMS AND CONDITIONS OF SALE FOR SKI AND OTHER SKI AND SNOWBOARD TEACHING SERVICES PROVIDED BY M.3.S. (Morgins Ski and Snowboard School).

E.S.I. M.3.S.

Address: Route du Village 4, 1875 Morgins, Valais, SWITZERLAND

Telephone: 0041 24 477 77 17 E-mail: m3sschool@bluewin.ch Hereinafter referred to as "M.3.S.

At the counter, via our website, by telephone or by any other means of remote communication, you can register for the services provided by M.3.S. instructors. For online sales via our website, simply follow the online registration procedure and your order will be transmitted electronically to M.3.S. For other sales methods, please contact M.3.S. registration for M.3.S. services implies full acceptance of these general conditions.

1. Services

All M.3.S. instructors are holders of a valid authorization to teach skiing and related disciplines.

The services are provided individually or in groups. The good progress of the courses supposes a homogeneity of the level of the skiers. Given the impossibility for M.3.S instructors to verify the level of each student, prior to registration, the latter is responsible for the choice of the technical level he has selected. Consequently, M.3.S. reserves the right to reincorporate a skier whose level does not correspond to his or her declaration into a group better suited to his or her level, subject to the capacities of the other groups. The skier will not be able to claim any reimbursement or compensation for this fact due to his declaration alone. Learning to ski takes place in a specific environment with a random character. The practice of skiing therefore requires the client and/or student to personally take care of their own safety and that of others. The responsibility of the instructor is limited to an obligation of means. It is up to the customer and/or the pupil to respect the instructions of the monitor.

M.3.S. is not responsible for accidents caused by skiers participating in the course, each participant must have his own insurance.

Skiing requires a minimum level of physical fitness. Please inform the school at the time of booking, and your instructor at the time of the lesson, if you or your child has a disability, we will be able to adapt.

Helmets are mandatory for children and strongly recommended for adults.

2. Prices

The prices indicated include the teaching service provided by a M.3.S. instructor and exclude all other services (insurance, ski lifts, accommodation, etc.). Consequently, the student must, before the scheduled lesson time, obtain a ski pass for access to the ski lifts and, according to his/her choice, insurance that must cover him/her against the risks inherent in practicing a sport in a mountain environment (civil liability, rescue, etc.).

The price of the children's group lessons includes: the provision of a recognition bib, the official ESI medal and the level diploma given at the end of each week.

Any resale of services provided by M.3.S., in particular via applications, intermediary websites and/or resale platforms, is forbidden without the express agreement of M.3.S.

M.3.S. rates are indicated in Swiss Francs (CHF), any rate announced in Euros is for comparison only and is likely to evolve according to the current exchange rate.

3. Cancellation or interruption of courses

Classes are held in all weather conditions. If classes have to be cancelled due to force majeure, group classes will not be refunded but an alternative will be offered if possible.

3.1. Cancellation or interruption due to the client

In the event that you cancel your reservation in advance, the following charges will apply:

- More than 6 weeks before the start of the service: 10% of the total amount (administration fee).
 - Between 2 and 6 weeks before the beginning of the service: 50% of the total amount.
 - Less than 2 weeks before the start of the service: the full amount.

If you interrupt the service, M.3.S. will not reimburse you, in part or in full, for lessons not taken by the client due to: lateness, absence, illness, accident, or for any other reason beyond the control of M.3.S.

For group activities, the instructor is not required to wait for latecomers. For private lessons, the instructor is not required to add the duration of your delay to his lesson.

3.2. Cancellation or interruption because of M.3.S.

For group lessons, a minimum number of students will be required to open a session. M.3.S. reserves the right to modify the schedule or to cancel lessons for various reasons related to the number of students. In times of low enrollment, two levels or age groups may be combined. A group lesson must have at least 4 people to be maintained.

M.3.S. reserves the right to cancel or interrupt lessons in case of force majeure. In particular, the following constitutes a case of force majeure: the closure of the ski slopes or ski lifts, weather conditions making it dangerous for the group to access the practice area. In this case, a refund will be made on a pro rata basis of the lessons taken.

M.3.S. reserves the right to exclude at any time a person whose behavior is likely to disturb the course of the teaching. In this case, the client will not be entitled to any reimbursement.

4. Data protection

4.1. Photos and videos

By taking ski/snowboard lessons or participating in activities organized by M.3.S., the Customer accepts the possibility of appearing in photos or videos that may be used by M.3.S. on promotional material such as brochures, websites, social networks etc...

In case of refusal, the customer will inform M.3.S. by any written means; the latter will then refrain from using the said images and to withdraw the images, if any, used when possible.

4.2. Personal data

M.3.S. ensures the confidentiality of the personal data necessary to the reservation of a service. No data will be transmitted or resold to third party databases.

M.3.S. keeps the data provided in its personal database.

In case of refusal, the customer will inform M.3.S. by any written means; M.3.S. will not use the said e-mail address for any other contact than a contact related to a service booked by the customer.

Additional information related to the good progress of the group lessons

- Dress yourself or your child according to the weather conditions.
- We try to place your child with an instructor who speaks his/her language.
- We are attentive to your expectations, however during high season classes slight differences in level within the same class are inevitable.
- Participants must carry their M.3.S. bibs and lift passes.
- Do not interfere with the teaching method and trust the instructor.
- The presence of parents is not conducive to a good learning environment.
- Be punctual to bring and pick up your child.

Thank you for your trust and enjoy your stay in Morgins.

The M.3.S. team