

General Terms and Conditions of Sale – NANS CLERC

State-Certified Ski & Snowboard Instructor

Rock Climbing Instructor

Registering for services provided by Nans Clerc implies full and unconditional acceptance of these general 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 – Preliminary Remarks

1.1. General Terms and Conditions of Sale

These general terms and conditions of sale, or "GTCS," apply to all orders for climbing, skiing, snowboarding, and/or telemark instruction services, as well as to mountain touring disciplines: ski touring, splitboarding, telemark touring, and snowshoeing, entered into between the client, hereinafter referred to as "the client" or "the participant," and Nans Clerc, hereinafter referred to as "the instructor."

The GTCS can be consulted at any time upon request by the client, as stipulated by Article L. 441-6 of the French Commercial Code: *"Any producer, service provider, wholesaler, or importer must provide their general terms and conditions of sale to any buyer of products or requester of services who asks for them for professional activity purposes."* They can also be accessed online on the instructor's website. The GTCS are subject to change at any time without prior notice.

Services are described in more detail on the website [nansclerc.com](https://www.nansclerc.com), accessible at:

<https://www.skiinstructorcourcevel.com/>

1.2. GTCS and Unauthorized Use

Unauthorized use of photographs, videos, and texts that are the intellectual property of Nans Clerc, appearing on the website www.nansclerc.com

1.3. The Company NANS CLERC

The company NANS CLERC is composed, in particular, of:

MR. NANS CLERC, sole proprietorship, professional activity in the field of sports and recreational instruction.

- Date of establishment: 01.01.2009
- SIREN: 509 013 306
- SIRET: 50901330600022
- Activity (NAF/APE code): Instruction in sports and recreational activities (8551Z)
- Address: Mr. Nans Clerc, 201 Sirius Flaine Forêt, 74300 ARACHES LA FRASSE

Article 2 – Services

Nans Clerc is a State-Certified Ski & Snowboard Instructor from the École Nationale de Ski et d'Alpinisme in Chamonix, holding the BEES Level 1 in Alpine Skiing and related activities. As well as a Rock Climbing Instructor. Services are conducted in unpredictable mountain environments. Participants are responsible for following the instructor's safety instructions. The instructor's liability is limited to a duty of care and does not extend to results. Participants are solely responsible for the choice of their equipment and for any theft, damage, or deterioration. The instructor is not responsible for issues related to ski or climbing equipment or accidents caused by participants before, during, or after the service.

Article 3 – Insurance

3.1. Instructor's Insurance

The instructor, Nans Clerc, holds an annual Professional Liability insurance covering his professional activities. This insurance does not cover costs incurred by clients in the event of an accident: rescue fees, medical expenses, ski damage or theft, or unused lift tickets.

3.2. Client's Insurance

3.2.1 Mandatory Insurance:

Clients must hold Civil Liability insurance to participate in Nans Clerc's services. It is also mandatory to have Assistance, Repatriation, Search, and Rescue insurance. Clients must verify with their insurer that they are covered for the specific activity: Individual Accident Insurance. The instructor cannot be held responsible for non-compliance with these obligations.

3.2.2 Optional Insurance:

Nans Clerc strongly recommends clients obtain Trip Cancellation insurance if they may need to cancel after booking. Clients using their own equipment are also advised to have Equipment Insurance for damage, loss, or theft.

Article 4 – Rates, Booking, Payment

4.1 Rates

4.1.1 Service Rates:

Service rates, expressed in euros (€), are communicated by the instructor upon request. Rates may vary depending on the number of participants, the resort, the requested period, and any additional services (lift passes, equipment, etc.). The final service price will be that of the quote sent via email or messaging after discussion with the client. Rates are subject to change at any time without notice.

4.1.2 Photography Rates:

Additional photography services are subject to the "Artisan Photographer" GTCS. Photography rates are communicated independently of the instructor's services and will be confirmed in a separate quote via email or messaging.

4.2 Booking

Bookings are only confirmed with a deposit or full payment. Clients must pay by the date indicated in the quote to secure the booking. Non-payment may result in unavailability of services. Changes

to the type or number of services will result in a final invoice, payable within 5 working days after service completion. Availability is only guaranteed at contract conclusion.

4.3 Payment

4.3.1 Deposit Payment:

Deposits may be paid by bank transfer, payment link, or cash. Confirmation of deposit payment constitutes contract conclusion and full acceptance of these GTCS. Remaining payment is due on the first day of service. Bank cards are not accepted. A receipt and invoice will be provided.

4.3.2 Full Payment:

Full payment may be made via bank transfer, payment link, or cash, and constitutes contract conclusion and full acceptance of these GTCS. A receipt and invoice will be provided.

Article 5 – Client Cancellation

5.1 Right of Withdrawal Not Applicable:

The 14-day withdrawal right under Article L. 221-18 of the Consumer Code does not apply to services provided for a specific date under Article L. 221-28.

5.2 Insurance:

Refer to personal cancellation insurance if applicable.

5.3 Refund Policy Without Insurance:

- **Full Payment:**

- Cancellation more than 60 days before: 70% refunded
- Cancellation more than 30 days before: 50% refunded
- Less than 30 days: no refund

- **Deposit Only:**

Deposits are non-refundable, and clients must pay the full service price even if canceling.

5.4 Interruption During Service:

Absence or voluntary interruption during service results in no refund. Exclusions by the instructor for reasons in Article 7 also do not entitle refunds.

5.5 Weather-Related Cancellation:

No cancellations for bad weather unless all lifts are closed. In that case, services are not charged or refunded (minus banking fees).

5.6 Contract Transfer:

Clients may transfer their contract to another participant meeting the same conditions, provided the service has not started. Both parties are jointly liable for payment.

5.7 Early Termination:

No refund for services ending early for any reason.

Article 6 – Instructor Cancellation or Modification

Feasibility and modification of services are at the instructor's discretion, based on weather, snow conditions, and participants' abilities. Rates may be adjusted according to Article 4.2. If the instructor cannot provide services, they will attempt to find a competent replacement. Otherwise, payments for unprovided services will be fully refunded, with no further compensation.

Article 7 – Exclusion from Service

The instructor may partially or fully exclude a client without notice for:

- Physical or psychological inability to meet service requirements
- Non-compliance with safety instructions
- Persistent disruption or abusive behavior toward the group
- Contract violations justifying immediate termination

Article 8 – Photography Services

Nans Clerc is also a professional photographer. Some sports services may include photography. All photography services, products, and prints are described at www.nansclerc.com

Article 9 – Intellectual Property

Photos, videos, and texts on the instructor's website are protected under French intellectual property law (L. 121-1, March 11, 1957) and are not free to use. Unauthorized use constitutes infringement and is charged according to rates on www.nansclerc.com

Article 10 – Permission for Publication

The instructor may use images from the service for communication (website, social media, etc.). Clients must inform the instructor in writing if they do not wish to appear. Consent is otherwise assumed. Clients may later request removal of images.

Article 11 – Ownership Guarantee

Nans Clerc guarantees that all photos and videos on www.skiinstructorcourchevel.com

Article 12 – Personal Data and Privacy Policy

Client data is strictly confidential and will not be sold or shared. Personal information is used exclusively for administrative and commercial purposes. See the privacy policy at www.skiinstructorcourchevel.com

Article 13 – Dispute Resolution

The instructor and client will attempt to resolve disputes amicably. These GTCS are governed by French law. If no agreement is reached, disputes regarding validity, interpretation, or execution fall under French civil and commercial courts, including summary proceedings.

Date of Publication of These General Terms and Conditions of Sale: January 18, 2015