

General Terms and Conditions of Sale skiderandonnee.fr

NANS CLERC

State-certified Ski & Snowboard Instructor

Enrollment in 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 Provisions

1.1 General Terms and Conditions of Sale

These General Terms and Conditions of Sale (“GTC”) apply to all bookings of ski, snowboard, and/or telemark lessons, as well as mountain activities: ski touring, splitboarding, telemark touring, and snowshoeing, concluded between the client (hereinafter referred to as “the client” or “the participant”) and Nans Clerc (hereinafter referred to as “the instructor”).

The GTC can be consulted at any time upon request by the client, as stipulated in Article L. 441-6 of the French Commercial Code, or online on the instructor’s website. The GTC may be amended at any time without notice.

The services are described in more detail on the website **skiderandonnee.fr** and its extensions (.com, .ch, .eu).

1.2 GTC and Unauthorized Use

Unauthorized use of photographs, videos, and texts belonging to Nans Clerc, as published on the website www.skiderandonnee.fr.

Article 2 – Services

Nans Clerc is a State-certified Ski and Snowboard Instructor (École Nationale de Ski et d’Alpinisme, Chamonix), holder of the BEES 1st degree in Alpine Skiing and related activities.

The services take place in an unpredictable mountain environment. It is the responsibility of the participant to follow the instructor’s safety instructions. The instructor’s liability is limited to a duty of care, not a duty of result. Participants are solely responsible for their equipment, including theft, breakage, or damage. The instructor cannot be held liable for any equipment-related issues or accidents occurring before, during, or after the service.

Article 3 – Insurance

3.1 Instructor's Insurance

The instructor, Nans Clerc, holds an annual Professional Civil Liability Insurance policy covering him in the exercise of his duties. This insurance does **not** cover expenses borne by clients in the event of an accident (rescue costs, medical costs, breakage or theft of skis, unused lift passes, etc.). Clients are advised to ensure they are properly covered or to take out personal accident insurance (assistance/rescue/medical evacuation) and/or equipment insurance.

3.2 Client's Insurance

- **Mandatory insurance:** Clients must hold Civil Liability Insurance to take part in services. They must also subscribe to Assistance, Repatriation, Search, and Rescue insurance, and verify that their insurer covers the specific activity (Individual Accident Insurance). The instructor cannot be held responsible for any failure to comply with these obligations.
- **Optional insurance:** Clients are strongly advised to take out Cancellation Insurance in case they are forced to cancel their booking. If clients bring their own equipment, Equipment Insurance (covering breakage, loss, or theft) is also strongly recommended.

Article 4 – Prices, Booking, Payment

4.1 Prices

Prices are quoted in euros (€) and communicated by the instructor upon request. They may vary depending on the number of participants, the resort, the period, and any additional services (lift pass, equipment, etc.). The final price is that of the quotation sent by email or instant messaging. Prices may change at any time without notice.

Photographic services are subject to the “Artisan Photographer” GTC, see www.nansclerc.com.

Article 5 – Cancellation by the Client

- **5.1 Right of withdrawal not applicable:** In accordance with Article L.221-28 of the French Consumer Code, the 14-day withdrawal right does not apply to leisure activities scheduled on a specific date.
- **5.2 If cancellation insurance was purchased,** refer to its terms.
- **5.3 Without cancellation insurance,** refunds are as follows:
 - Cancellation more than 60 days before the start of the service: 70% refund.
 - Cancellation more than 20 days before the start of the service: 50% refund.
 - Cancellation less than 20 days before the start of the service: no refund.
- **5.4 During the service:** absence, voluntary interruption, or exclusion (see Article 7) gives no right to refund.
- **5.5 Weather:** no refunds due to bad weather.

- **5.6 Contract transfer:** A client may transfer their contract to another participant who meets the same conditions, provided notice is given at least 7 days before the start. Both are jointly liable for payment.
- **5.7 Early termination:** If the service ends earlier than expected (route completed or not, summit reached or not), no refund will be issued.

Article 6 – Modification or Cancellation by the Instructor

The instructor may modify or cancel services due to weather, snow conditions, or participants' abilities. Prices may be adjusted accordingly. If the instructor is unable to provide services, he will attempt to find a replacement guide or instructor. Otherwise, all payments for the canceled services will be refunded in full, with no further compensation.

6.1 Insufficient participants: Group courses require a minimum of 4 participants. Cancellation may occur if this number is not reached:

- At least 7 days before (multi-day courses).
 - At least 48 hours before (day trips).
- If alternatives are refused, payments are refunded (minus possible bank fees). Other expenses (transport, lodging, equipment) remain at the client's expense.

Article 7 – Exclusion from the Course or Outing

The instructor may exclude a client without notice if:

- Their level is insufficient.
- They cannot physically or mentally handle the requirements.
- They disregard safety instructions.
- They disrupt the group (abuse, harassment, discrimination, etc.) despite a warning.
- Their behavior breaches the contract so severely that immediate termination is justified.

Article 8 – Photographic Services

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

Article 9 – Intellectual Property

All photographs, videos, and texts on the instructor's website are protected under French Intellectual Property law and copyright (Code de la Propriété Intellectuelle). Unauthorized use or public distribution constitutes infringement and will be invoiced according to applicable rates, with penalties as described in the "Artisan Photographer" GTC.

Article 10 – Authorization for Use of Images

The instructor may use images taken during services for communication purposes (website, social media). Clients must notify the instructor in writing if they do not wish to appear. Otherwise, consent is assumed. Consent may be revoked at any time upon written request.

Article 11 – Ownership Guarantee

Nans Clerc guarantees ownership of all photographs and videos published on www.skiderandonnee.fr.

Article 12 – Personal Data and Privacy Policy

The instructor commits to protecting clients' privacy. No personal data will be sold or transferred to third parties. Information collected is used exclusively for administrative and commercial purposes. Clients may consult the privacy policy on www.skiderandonnee.fr.

Article 13 – Dispute Resolution

In the event of a dispute, the instructor and client will attempt to reach an amicable solution. These GTC are subject to French law. If no agreement is reached, disputes regarding validity, interpretation, or performance of the contract will fall under the exclusive jurisdiction of French civil and commercial courts. In the event of a dispute 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.

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