

## SPECIFIC CONDITIONS FOR THE SALE OF ACTIVITIES

### PREAMBLE

The present Specific Conditions complete the General Terms and Conditions, and apply to the sale of all sports and leisure activities on offer from SAEM Le Grand-Bornand Tourisme ("**Sports Activities**") and contracted by SAEM and the Client.

In the event of any contradiction between the present Specific Conditions and the General Terms and Conditions, then the present Specific Conditions will take precedence.

For the requirements of the present Specific Conditions, the term "**Participant**" refers to the physical person taking part in the Sports Activity purchased by the Client from SAEM Le Grand-Bornand Tourisme.

By reserving a Sports Activity, the Client agrees to the present Specific Conditions. The Client promises to inform each Participant, if necessary, about the present Specific Sales Conditions.

### Art. 1 – Instructors

SAEM Le Grand-Bornand Tourisme can register participants for Sports Activities on behalf of Service providers. All the activities on offer are supervised by professional instructors with state qualifications (B.E.E.S / D.E.J.E.P.S. diplomas, etc.) in their respective disciplines and meeting all legal requirements (U.R.S.S.A.F, R.C.P, D.D.C.S.P.P declaration, professional cardholders).

Business relations between SAEM Le Grand-Bornand Tourisme and the Service providers are organised within the framework of independent agency contracts.

### Art. 2 – Conditions for participation

Our activities are open to all. However, depending on the activity, certain conditions need to be taken into account (age or height requirement, ability to swim, technical level, physical condition, etc.).

It is not possible for SAEM Le Grand-Bornand Tourisme to run checks on the level and physical condition of the Participants. It is up to each Participant to assess their level in a sport and their physical condition in line with their choice of activities. For more details about requirements, see the technical sheets for the activities.

Participants who have been given medical advice not to practise the selected activity must not take part in it.

**IMPORTANT: Even if they are not advised to avoid an activity by a doctor, participants needing special medical treatment (asthma, diabetes, allergies, etc.) or with a state of health requiring specific attention (fragile joints, back problems, requirement to wear glasses, etc.) must always inform the Service provider before the activity begins and make sure they have any emergency medication recommended by their doctor.**

The Service provider has an obligation to ensure the Participant's safety. However, this is only a "best endeavours" obligation, and it is up to the Participant to follow all the instructions given by the Service provider prior to and during the activity.

### Art. 3 – Registration and payment conditions

#### 3.1 Online sales

For any sale of a Sports Activity on the Website, the General Terms and Conditions are applicable.

For some Sports Activities, reservations can be made directly on the Service provider's website via a link from the SAEM Website. In this case, SAEM Le Grand-Bornand Tourisme asks the Client and Participants to consult the General Terms and Conditions of the Service provider in question.

#### 3.2 Orders by post

The Client can also purchase a Sports Activity by sending a reservation form and full payment by cheque or "Chèques Vacances" holiday vouchers to **Le Grand-Bornand Tourisme – 62 place de l'église – BP 11 – 74450 Le Grand-Bornand – France**.

SAEM Le Grand-Bornand Tourisme can only guarantee the availability of Sports Activities once the Client has completed payment. If the activity is unavailable, SAEM Le Grand-Bornand Tourisme will refund the amounts paid by the Client for the Sports Activity in question and without any compensation.

#### 3.2 In-person purchases

It is also possible to purchase a Sports Activity directly from a sales assistant at the Le Grand-Bornand tourist office. The Client will be given a receipt and a voucher for the Sports Activity.

For in-person purchases, payment can be made by bank card, cash, cheque or "Chèques Vacances" holiday vouchers.

### Art. 4 – Cancellation / Interruption of the activity

#### 4.1 Cancellation or modification by the Participant before the Sports Activity begins

The Sports Activities are organised on set dates.

- For any cancellation taking place less than 24 hours before the Sports Activity begins, no partial or total refund of the amount paid by the Client will be made.
- For a cancellation made between 1 and 10 days before the Sports Activity begins, 50% of the total amount of the Sports Activity will be refunded to the Client.
- For a cancellation made more than 10 days before the Sports Activity begins, 100% of the cost of the Sports Activity will be refunded to the Client.

If the Client changes the number of Participants, leading to an extra cost, the difference must be paid directly to the Le Grand-Bornand tourist office before the activity begins, subject to availability of the Sports Activity in question.

#### 4.2 Absence of Participant or interruption of Sports Activity due to the Participant

If the Participant is absent for the start of the activity or if the Sports Activity is interrupted because of the Participant, no total or partial refund of the amounts paid by the Client will be made, nor any exchange.

#### Art. 4.3 – Cancellation due to Service providers

Service providers reserve the right to cancel or adapt the Sports Activity due to weather conditions or the Participants' level.

The Sports Activity may be cancelled for safety reasons (bad weather, etc.) or for any other case of force majeure (as defined in the General Terms and Conditions). In this case, another Sports Activity may be organised wherever possible or another date proposed. If the Sports Activity cannot be rearranged, the total amount for the Sports Activity in question will be fully refunded to the Client, without compensation.

If the cancellation is made by the Service provider or SAEM Le Grand-Bornand Tourisme due to a lack of participants (with the number varying according to the activity), the total price of the Sports Activity in question will be fully refunded to the Client, without compensation.

### Art. 5 – Insurance and civil liability

Each Service provider has Professional Civil Liability insurance for the relevant Sports Activities, covering the cost of any rescue or emergency interventions.

We strongly recommend that each Participant should take out civil liability insurance and/or an individual accident guarantee from the insurance company of their choice for open-air sports activities. Leisure activities in nature take place in a specific environment that is considered as having a potential risk.

Given the specific character of the Sports Activities, each Participant should be aware of the risks, particularly due to distance, isolation and the specific character of the natural mountain environment. The Participant must fully accept the potential risks, act in a prudent way in line with regulations and follow the recommendations given by the professional Service providers.

The Participant is responsible for any equipment lent during the Sports Activity. Neither SAEM Le Grand-Bornand Tourisme nor the Service providers can be held responsible for any harm or damage caused by improper use of the equipment by the Participant.

In the event of theft or damage to the equipment, the Participant may be asked to pay compensation for the damage or to refund the equipment in question.

Neither SAEM Le Grand-Bornand Tourisme nor the Service providers can be held responsible for the loss, theft (including from vehicles) or breakage of objects (e.g. glasses, cameras, etc.) that the Participants take with them during the Sports Activity and which occur during the Sports Activity in question.