



GENERAL CONDITIONS OF GUIDING

Between ERIC CHAXEL referred as the GUIDE and the CLIENT, it was concluded the following contract:

TERMS AND CONDITIONS

1. OBJECT

- This contract is for providing a service of guiding during a mountain activity by the GUIDE. In France, the GUIDE has an accreditation of French Minister for Sports: [06913ED0356](#).
- This contract is concluded after the CLIENT agreed with the program of the activity made by the GUIDE. This proposal can be oral or written.
- This contract applies to all persons taking part to the activity: they are PARTICIPANTS. PARTICIPANTS and the CLIENT are integral.
- This contract is the only part of the legal relations between the CLIENT and the GUIDE. Commitment is an immediate effect at the date of payment of the price of the activity or payment of a deposit by the client.

2 – DURATION

The CLIENT is engaged with the GUIDE for the duration of the activity.

3 - BENEFITS AND CONDITIONS

- The activity is supervised by the GUIDE or/and one or several guide(s) mandated by him, in agreement with the regulations of the country.
- The PARTICIPANTS in the activity are part of a group supervised by a GUIDE whose size (number of people) is set such that the GUIDE can ensure the safety of PARTICIPANTS in respect of regulations on the location of the activity.
- During the activity only, PARTICIPANTS are the responsibility of the GUIDE of the GUIDE. Transportation to and from activity sites and accommodation are excluded from the GUIDE area of responsibility.
- Mountain activities are dangerous. The PARTICIPANTS are informed by the GUIDE of the risks practicing mountain activities and the PARTICIPANTS accept those risks.

4 - PRICE AND PAYMENT

- For an activity with a total value with all PARTICIPANTS less than 200 €, the payment of the full price of the activity is done according to the current price at the date of subscription activity.
- For an activity with a total value with all PARTICIPANTS more than 200 €, a down payment of 25% of the price of the activity will ask the client. The rest of the price will be paid by the CLIENT after the activity.
- The means of payment accepted are: bank transfer or cash. Credit cards are accepted with an additional charge of 2 % of the total price. A receipt can be edited by the GUIDE.

5 - REQUIRED DOCUMENTS

- Each PARTICIPANT acknowledges having provided at time of registration, a medical certificate favorably concluding practice activities offered by the GUIDE. Otherwise, each PARTICIPANT hereby confirm having passed a medical examination leading to the same conclusions.
- In addition, any change of residence of the CLIENT will be reported. Otherwise, the address on the contract will remain valid.
- Each PARTICIPANT must provide documents allowing him to benefit from a preferential rate. Assuming a PARTICIPANT would be placed on a tariff which it is not entitled, the GUIDE may, what the CLIENT formally accept, cover the expense of the latter, the difference between the price paid and the full fare.
- Each PARTICIPANT must also possess when registering a civil liability insurance certificate covering the underwritten business. Personal accident insurance covering underwritten activity is highly recommended.

6 – INSURANCE

- each guide mandated by the GUIDE are insured for damages engaging his civil liability.
- Responsibility of the guides will not be engaged in case of accident resulting from non-compliance with safety instructions provided by the GUIDE during activity or inappropriate use of facilities, gears, or non-compliance belaying techniques specific to climbing.

- Attacks on the physical integrity of any kind, pecuniary loss or personal, should be a personal insurance subscribed by the CLIENT with the company of his choice.

- In case of accident, the CLIENT must make a declaration immediately to the GUIDE, under penalty of inadmissibility.

7 – CANCELLATION

- It is agreed that in case of cancellation by the GUIDE activity contracted by the CLIENT, the GUIDE agrees to repay the sums paid by the CLIENT. The CLIENT may elect to reschedule the activity, this contract would then remain valid.

- The activity may be canceled by the CLIENT. Any cancellation request will be made by the CLIENT by any means, ensuring proper receipt thereof. The administration fees, the amount of which is set at 5% of the price of the activity with a minimum of five euros, are never refundable. In the event of cancellation, the following amounts are retained:

- Before 12:00 p.m. the day before the start of the activity: application fees

- After 12:00 p.m. the day before the start of the activity: 100% of the price of the Activity

In the event of voluntary interruption of the activity at the initiative of the CLIENT, the latter will not benefit from any reimbursement or compensation.

- The GUIDE offers the chance to propose to the CLIENT, in particular conditions (job transfer, family reasons or accident affecting one or more PARTICIPANTS), to receive a full refund of the amounts paid by the CLIENT.

8 – MODIFICATION

- Any change of PARTICIPANTS identities is free and will be notified in writing by the CLIENT.

- Any changes to the rising number of PARTICIPANTS be without cost to tariff conditions initially practiced at registration. The number of PARTICIPANTS shall not exceed the maximum number of participants in the activity set by the GUIDE.

- Any changes to the declining number of PARTICIPANTS notified by the CLIENT within 48 hours before the activity is not eligible for any refund. Amounts not paid by the CLIENT remain due.

- If one or more PARTICIPANTS were absent on the day of the activity, have not registered the amount of the unrealized benefit can be generated.

- The GUIDE offers the chance to propose to the CLIENT, in particular conditions (job transfer, family reasons or accident affecting one or more PARTICIPANTS), to receive a refund of the unrealized benefits.

9 – TERMINATION

- The GUIDE may suspend or immediately terminate the contract without notice if one or more PARTICIPANTS had a behavior that could pose a danger or inconvenience to themselves or to other practitioners in the activity.

- The consumption of alcohol or drugs by one or many PARTICIPANTS proven before the activity can lead to the cancellation of the contract without reimbursement from the GUIDE. The services subscribed by the CLIENT remain due.

10 - IMAGE RIGHTS AND PROTECTION OF PRIVACY

- The GUIDE may use images (videos and photos) performed during practice for the needs of business information in different media (brochures, blogs, websites) unless the CLIENT explicitly objected in writing. However the GUIDE may not assign the rights of these images to anyone without the approval of the CLIENT.

- In accordance with the Data Protection Act 1978, the CLIENT has a right of access and correction of personal data concerning him. Through us, the CLIENT may be required to receive information, offers from other companies or associations. If the CLIENT objects, it is sufficient to indicate in writing to the GUIDE.