

GENERAL TERMS AND CONDITIONS OF SALE

SKI PARAPENTE — CHRISTOPHE CARDAIRE

State-Certified Instructor — Ski, Snowboard & Paragliding — Val d'Isere, France

Version in force: March 2026

Preamble

These General Terms and Conditions of Sale (hereinafter "GTC") govern all services offered by **Christophe Cardaire**, a state-certified sports instructor operating under the trade name **Ski Parapente**, with principal place of business at 443 avenue de l'Olympique, 73150 Val d'Isere, France (hereinafter "the Provider"), to any individual customer (hereinafter "the Client").

These GTC apply to all ski lessons, snowboard lessons, off-piste guiding and tandem paragliding baptism flights offered on the website **www.ski-parapente.com** or directly by telephone or email.

Any booking constitutes full and unconditional acceptance of these GTC. The Client is invited to read them carefully before finalising their booking.

Article 1 — Subject Matter and Scope

These GTC define the rights and obligations of the parties in connection with the sale of outdoor leisure and sports services provided on a fixed date and at a fixed time, including in particular:

- Ski and snowboard lessons (full day, half day, weekly)
- Off-piste and freeride guiding on the Espace Killy ski area
- Tandem paragliding baptism flights in winter and summer

These services are provided on a professional basis by an instructor holding a French State Diploma (Brevet d'Etat d'Educateur Sportif or equivalent), duly authorised to practise.

Article 2 — Booking and Contract Formation

Bookings may be made by telephone at +33 (0)6 81 05 99 57, by email at skiparapente@gmail.com, or via the contact form on www.ski-parapente.com.

The contract is formed on the date on which the Provider receives the deposit referred to in Article 3, together with the Client's personal details and information about the service requested.

A written booking confirmation is sent to the Client by email within 48 hours of receipt of payment. This confirmation specifies the date, time, meeting point, duration and total price of the service.

NOTE — Integration recommendation: The Provider must ensure that the Client actively accepts these GTC (unchecked opt-in box) before any booking is confirmed. This acceptance must be stored with a timestamp for evidentiary purposes in the event of a dispute.

Article 3 — Pricing and Payment Terms

3.1 Prices

The applicable prices are those displayed on www.ski-parapente.com at the date of booking. All prices are quoted in euros inclusive of all taxes (VAT). The Provider reserves the right to amend prices at any time; confirmed bookings remain at the price agreed at the time of booking.

3.2 Deposit upon booking

In order to confirm the booking, the Client pays a **deposit of 30% of the total price inclusive of all taxes**, by bank transfer or cheque made payable to Christophe Cardaire.

Amounts paid as a deposit constitute a firm and binding commitment by both parties. They do not constitute a down payment (arrhes) within the meaning of Article 1590 of the French Civil Code and do not entitle the Client to withdraw freely from the contract.

3.3 Balance

The balance (70% of the total price inclusive of all taxes) is payable no later than on the day of the activity, before it begins, by cash or bank transfer. No cheques will be accepted on the day.

Article 4 — Exclusion of the Right of Withdrawal

Pursuant to **Article L.221-28 12 of the French Consumer Code**, the 14-day right of withdrawal provided for in Article L.221-18 of that Code **does not apply** to these services. The services constitute leisure activities to be provided on a specific date or during a specific period expressly agreed by the Client at the time of booking.

The Client acknowledges having been informed of this exclusion before entering into the contract.

Article 5 — Cancellation by the Client

5.1 Mandatory notification method

Any cancellation request must be sent exclusively in writing to the Provider by one of the following means:

- By email to skiparapente@gmail.com, with an acknowledgement of receipt requested
- By SMS to +33 (0)6 81 05 99 57, confirmed as received by the Provider

The date and time of actual receipt by the Provider are the sole reference point for calculating cancellation deadlines. Any verbal cancellation or any cancellation not confirmed in writing shall be deemed not to have been made, and the activity shall be treated as confirmed.

5.2 Cancellation fee schedule

In the event of a cancellation notified in accordance with Article 5.1, the following amounts shall be withheld from the total price inclusive of all taxes:

Notice period before the activity	Amount withheld
More than 21 days (3 weeks)	Full refund of the deposit (minus a EUR 15 admin fee)
Between 72 hours (3 days) and 21 days	50% of the total price withheld as a lump-sum cancellation fee
Less than 72 hours before the activity	100% of the total price withheld — no refund, no credit note

No-show (failure to appear without notice)

100% of the total price withheld — no refund, no credit note

The 100% retention in the event of cancellation with less than 72 hours' notice is justified by the Provider's **inability to re-sell the reserved time slot** within that period, together with the irrevocable mobilisation of the instructor, equipment and related logistics.

5.3 Application of the retention to the outstanding balance

If, at the time of cancellation, only the 30% deposit has been paid and the applicable retention is 100%, the Client remains liable to pay the outstanding 70% balance as a compensatory penalty clause pursuant to Article 1231-5 of the French Civil Code. The Provider reserves the right to claim this amount through amicable or legal proceedings.

5.4 Credit note

In the case of a cancellation notified between 72 hours and 21 days before the activity (50% retention), the non-retained balance may, at the sole discretion of the Provider, be issued as a credit note valid for 12 months from the date of cancellation, non-refundable and non-transferable, redeemable against any equivalent service.

5.5 Cancellation insurance

The Client is expressly advised to take out, at their own expense and with an insurer of their choice, a cancellation insurance policy covering risks that may prevent them from attending the booked activity (accident, illness, travel cancellation, etc.). The Provider shall bear no liability for the Client's failure to obtain such cover.

Article 6 — Cancellation or Modification by the Provider

6.1 Weather and safety grounds

The Provider reserves the right to cancel or reschedule an activity in the event of:

- Dangerous or unsuitable weather conditions (storm, dense fog, strong winds, black ice, etc.)
- An avalanche risk level deemed too high by the Provider or by the competent authorities
- Any other safety imperative at the sole discretion of the Provider, acting in their capacity as a mountain sports professional

In such cases, the Client shall be entitled, at their option, to a full refund of all amounts paid or to a free rescheduling on a date agreed by both parties. No damages or penalties may be claimed from the Provider on this basis.

6.2 Force majeure

In the event of force majeure within the meaning of Article 1218 of the French Civil Code (unforeseeable, irresistible and external event), the Provider shall be relieved of its obligations without liability for compensation. A credit note or rescheduling shall be offered where possible.

Article 7 — Compassionate Exception

In the event of a serious and duly evidenced personal emergency affecting the Client, namely:

- Hospitalisation of the Client or of a first-degree family member (medical certificate required)

- Death of a first-degree family member (official death certificate required)

The Provider may, at its sole and absolute discretion, offer to reschedule the activity subject to availability. This exception does not give rise to any right to a cash refund and remains subject to the Provider's case-by-case assessment. The Client is reminded of the advisability of taking out cancellation insurance.

Article 8 — Liability and Safety

The activities offered are outdoor sports involving inherent risks. The Client declares that they are in good physical and medical condition to take part in the booked activity, and undertakes to inform the Provider of any medical contraindication.

The Provider shall take all reasonable steps to ensure the safety of participants. The Provider's liability is that of a professional subject to a best-efforts obligation and not a results obligation, except in the case of proven misconduct on their part.

The Client is subject to the authority of the Provider throughout the activity. Any dangerous behaviour or failure to comply with safety instructions may result in the immediate termination of the activity without refund.

Article 9 — Personal Data

Information collected at the time of booking is necessary for processing the reservation and is used exclusively by Christophe Cardaire. It is not sold or transferred to any third party. In accordance with EU Regulation 2016/679 (GDPR) and French data protection law, the Client has the right to access, rectify and delete their personal data by emailing skiparapente@gmail.com.

Article 10 — Dispute Resolution

In the event of a dispute, the Client is encouraged to contact the Provider in the first instance by email in order to reach an amicable resolution.

Failing an amicable resolution, and in accordance with Articles L.612-1 et seq. of the French Consumer Code, the Client may refer the matter free of charge to a consumer mediator. The Provider will supply the contact details of the competent mediator upon request.

Failing that, French courts shall have exclusive jurisdiction. French law shall apply.

Article 11 — General Provisions

The Provider reserves the right to amend these GTC at any time. The version applicable is the one in force at the date of booking.

If any clause of these GTC is declared void or unenforceable, the remaining clauses shall continue in full force and effect.

The Provider's failure to enforce any clause shall not constitute a waiver of its right to do so in the future.

Signed at Val d'Isere, on _____

Christophe Cardaire — Ski Parapente

443 avenue de l'Olympique — 73150 Val d'Isere, France
skiparapente@gmail.com — +33 (0)6 81 05 99 57 — www.ski-parapente.com

BOOKING ACCEPTANCE FORM / GTC ACKNOWLEDGEMENT

I, the undersigned _____, confirm that I have read and understood the General Terms and Conditions of Sale of Ski Parapente — Christophe Cardaire, including in particular the cancellation policy (Article 5), and accept them without reservation.

Date: _____ Signature: _____