

AUVERGN'ATTITUDE
GENERAL TERMS AND CONDITIONS OF SALE
AND USE OF THE www.auvergnattitude.fr WEBSITE

1- Preamble

These general terms and conditions apply to all bookings, participation or reimbursement for any activity presented by Auvergn'Attitude, and offered and supervised by Auvergn'Attitude members, as well as to all use of the www.auvergnattitude.fr website operated by Auvergn'Attitude.

Auvergn'Attitude reserves the right to modify these terms and conditions at any time and without prior notice, it being understood that any such modifications will be inapplicable to reservations previously accepted and confirmed by Auvergn'Attitude.

2 - Definitions

ACTIVITY

An activity presented by Auvergn'Attitude and offered and supervised by Auvergn'Attitude members.

CUSTOMER

Any person making a booking for one or more *activities*, acting on their own behalf or on behalf of a family, friendship or sports group, or as the representative of a legal entity (local authority, school, club, company, association, etc.).

PARTICIPANT

Refers to any person invited to take part in the *activity* or *taking part in the activity* booked by the *customer*, who may or may not be a *participant*.

TEACHER

Refers to a member of Auvergn'Attitude supervising or guiding the *participant(s)* during the *activity* booked by the *customer*.

WEBSITE

Refers to the website accessible under the URL <https://www.auvergnattitude.fr>

The *site* features an online catalogue describing all the *activities*.

Auvergn'Attitude reserves the right to add to the current online catalogue or to cease distribution at its sole discretion and at any time.

USER

Refers to any person connecting to the *site*, without necessarily being a *customer* or a *participant*.

COOKIES

Small files sent to the hard disk of the *user's* computer in order to facilitate navigation on the *site* and allow access to the most appropriate pages when the user returns to the *site*.

PERSONAL DATA

Refers to any information concerning the user, the *client* or the participants transmitted by the latter to Auvergn'Attitude.

3 - Presentations

AUVERGN'ATTITUDE

Auvergn'Attitude is a Local Trade Union, in accordance with the law of 21 March 1884 modified by the laws of 12 March 1920 and 25 February 1927.

Auvergn'Attitude members are self-employed sports instructors specialising in supervising and teaching outdoor recreational and mountain sports.

Auvergn'Attitude has taken out a Professional Civil Liability insurance policy for organising and marketing the *activities* offered by its members (cf. 12.3).

Auvergn'Attitude subscribes to a consumer mediation service (see 12.4).

Head office contact details :

2201, route de la Banne d'Ordanche

Chalet de la Banne

63150 MURAT-LE-QUAIRE

Tel.: 06 303 707 84

Email : contact@auvergnattitude.org

Web: auvergnattitude.fr

Legal representative: Mr Laurent DUFOUR, born 18/10/1971.

THE TEAM

The *supervisors* are members of Auvergn'Attitude.

In their disciplines (hiking, climbing, canyoning, etc.), they hold the qualifications required by current legislation to supervise and teach outdoor recreational and sporting activities in the mountains (Brevet d'État, Diplôme d'État, etc.).

They take out a professional indemnity insurance policy in their own name. In addition, they meet their legal obligations: social security contributions, keeping their qualifications up to date, declaring their professional activity to the relevant authorities, etc.

ACTIVITIES

The *activities* are those offered by Auvergn'Attitude members in their respective disciplines:

- all types of walks and hikes in the mountains and the great outdoors, whatever the season;
- Nordic walking ;
- indoor and outdoor climbing ;
- mountain biking ;
- via-ferrata ;
- tree climbing ;
- biathlon-laser ;
- canyoning ;
- mountaineering ;
- ...

4 - Scope of the general terms and conditions of sale (GTCS)

4.1 These general terms and conditions of sale apply between the Syndicat Local Professionnel Auvergn'Attitude and any *customer* making at least one reservation for one or more *activities*.

Reservations can be made using the following methods:

- online at ;
- by telephone or e-mail;
- on site at the head office;
- or at the *activity* venue with the *supervisor*.

4.2 Prior acceptance of the general terms and conditions of sale

Acceptance of the general terms and conditions of sale is essential before booking an *activity*.

The *customer* acknowledges the terms and conditions of sale in their entirety:

- on the *site*, by clicking on the hypertext link provided;
- in other cases, by receiving the document in paper or digital format.

The *customer* undertakes to inform each *participant* of the content of these general terms and conditions of sale.

If the *customer* objects to these terms and conditions, he/she will not complete the booking process.

4.3 Customer quality

Customers making one or more bookings, in their own name or in the name of a family, friendship or sports group, or as the representative of an organisation (local authority, school, club, company, etc.), must be at least 18 years old and have legal capacity.

4.4 Participant capacity

The *activities* are open to as many people as possible. However, certain conditions must be taken into account

- age limit ;
- technical or physical level ;
- specific ability for certain activities (knowing how to swim for canyoning, etc.);
- contraindications
- ...

These conditions are indicated on the information sheets for each *activity*, which can be consulted *on the website*.

When taking part in the *activities*, participants are required to observe the most basic rules of caution, particularly with regard to high-risk sporting activities (see also 4.6). Aware of these risks, participants declare that they fully accept the consequences.

For canyoning, you need to be able to swim at least 25 metres and be able to immerse yourself.

Participants must not be medically unfit to take part in the reserved *activities*.

Important: if a *participant* is dependent on special medical care or treatment, or if their state of health requires special attention, the *customer* must inform the *supervisor* before the *activity* begins.

4.4 Underage participants

4.4.1 Minor participants outside the school or extra-curricular framework

Minors under the age of 15 who are not accompanied by an adult (legal guardian) are not accepted on activities with participants from outside the minor's family.

Unaccompanied minors aged 15 to 18 may be accepted for activities with participants from outside the minor's family, subject to parental authorisation and certain conditions (sporting level, ability, capacity to take part in the activities, etc.). If the activity requires the minor to travel to the activity site, transport must be provided by the legal representative.

4.4.2 Minors taking part in school or extra-curricular activities

The legal entity represented by the customer must ensure that each participant (young person, accompanying adult) is able to take part in each of the activities booked: sporting level, ability, 25-metre swim and immersion for canyoning activities, etc.

Depending on the activity, the supervision of minors is subject to regulations that may limit the number of young people per supervisor. This limit is specified at the time of booking.

During the activity, each group of minors must be accompanied by at least 1 adult participant authorised by the legal entity represented by the customer.

4.5 Participant equipment

Participants' clothing and footwear must be suitable for the activities booked, enabling them to take part without undue discomfort and in complete safety.

Any specific equipment that participants may need to bring with them is specified on the activity sheets, which can be consulted on the website

The technical and educational equipment is provided by the supervisor. In order to prepare the technical equipment for certain activities, the customer must provide additional information for each participant (age, height, weight, etc.). Where applicable, the additional information required is specified on the activity sheets, which can be consulted on the website.

4.6 Activities and their supervisors

4.6.1 For each activity booked, a meeting date, time and place are systematically communicated. In order to ensure that the activities run smoothly and out of respect for the other participants and the supervisor, the customer is asked to familiarise himself/herself with this information (date, time and meeting place) so that he/she can do everything possible to ensure that the participants are punctual. For activities involving participants who do not know each other, the supervisor will wait 15 minutes for any latecomers. After this time, the supervisor will start the activity and no refund or compensation will be due.

4.6.2 By definition, activities are subject to the vagaries of the weather. They require participants to accept the variable nature of the weather, particularly in the mountains: temperature, wind, cloud cover and precipitation can vary greatly in less than an hour. As a result, they require clothing and footwear adapted to the season and changing weather conditions.

4.6.3 The activities take place in a natural environment, without any facilities. The practice requires risk-taking. Technical, human and material choices are made on the basis of risk assessment. The supervisor is there to assess and minimise these risks. Under no circumstances does he take the place of the environment and eliminate all the risks involved.

4.6.4 The supervisors are professionals in their disciplines. All participation is subject to their assessment, which will depend on the participants' physical and mental abilities. The supervisor reserves the right to refuse to take part or to redirect certain participants to another activity.

4.6.5 The feasibility of the activity does not depend on the booking alone, but on a number of parameters which contribute to the smooth running of the activity. The content of any activity is subject to the instructor's assessment of the weather conditions and the participants' physical and mental fitness. The activity leader may therefore adapt the content of the activity at any time.

4.6.6 The photographs presented on the site or in documents sent by Auvergn'Attitude are not contractual, and any reproduction in whole or in part without the written authorisation of Auvergn'Attitude is prohibited.

5 - Formation of the contract

It is understood that the conditions for carrying out the *activity* for which the *customer* wishes to make a reservation are dependent on availability on the date chosen by the *customer*.

5.1 By Internet on the *website*

5.1.1 Reservations can be made by the *customer* on the *website*.

5.1.2 The *customer* selects one or more activities presented on the *site*.

5.1.3 A summary is then provided to the *customer*, showing the essential characteristics (dates, times and number of participants) of the activities booked, as well as the price of the total amount of the activities booked, with an indication of the method of payment chosen by the *customer*.

5.1.4 In application of the provisions of article 1369-5 of the French Civil Code, this first click allows the *customer* to check the details of their reservation and the total price, and to rectify any errors before the final reservation is recorded.

5.1.5 The reservation is recorded and the contract is deemed to have been formed once the reservation has been confirmed by the *customer's* second click.

5.1.6 In application of the provisions of article 1369-5 paragraph 2 of the French Civil Code, a confirmation email will be sent to the *customer*, acknowledging receipt of the reservation sent to Auvergn'Attitude.

5.1.7 Keeping and printing the confirmation email will enable the *client* to provide proof that the reservation was made with Auvergn'Attitude.

5.1.8 Auvergn'Attitude wishes to specify that in the case of payment by bank card, the contract will only be deemed definitively concluded subject to acceptance of payment by the *client's* bank.

5.2 By telephone or e-mail

5.2.1 It is possible to book one or more activities by telephone or e-mail.

5.2.2 If the booking is made 7 days, or less than 7 days, before the date chosen for the first *activity* booked, an e-mail containing the details and the total amount of the booking will be sent to the *customer*.

The booking is recorded and the contract is deemed to have been formed once the *customer* has receipt of the e-mail and indicated their agreement to it.

5.2.3 If the booking is made 8 days, or more than 8 days, before the date chosen for the first *activity* booked, an e-mail will be sent to the *customer* together with a quotation giving details of the total cost of the booking.

The booking is recorded and the contract deemed to have been formed once the *customer* has returned the quotation, completed with the words "bon pour accord", countersigned by the *customer* and accompanied, where applicable, by payment of a deposit.

In the case of payment of the deposit by cheque or bank transfer, the contract will only be deemed definitively concluded on receipt of the cheque or bank transfer by Auvergn'Attitude no later than 48 hours before the date of the first *activity* booked.

5.2.4 A confirmation email will be sent to the *client*, acknowledging receipt of the reservation sent to Auvergn'Attitude.

5.2.5 Keeping and printing the confirmation email will enable the *client* to provide proof that the reservation was made with Auvergn'Attitude.

5.2.6 Auvergn'Attitude wishes to specify that in the case of a request for a deposit, paid by cheque, bank transfer or credit card, the contract will only be deemed definitively concluded subject to acceptance of payment by the *client's* bank.

5.3 On site at the head office

5.3.1 For an *activity* starting on the day the *customer* is presented or within the following 36 hours

The *customer* is given a summary document showing the details and total amount of the booking. The booking is recorded and the contract is deemed to have been formed once the *customer* has paid for the activity or activities booked in full.

The summary document will enable the *customer* to provide proof that the booking has been made with Auvergn'Attitude.

5.3.2 For an *activity* scheduled at least 36 hours after the *customer's* presentation

The *customer* can make a reservation either on the *website* (see 5.1) or by e-mail (see 5.2).

5.4 At the *activity* venue with the *supervisor*

After presentation of a summary showing the details and total amount of the reservation, the reservation is recorded and the contract is deemed to have been formed once the *customer* has paid in full for the activity or activities reserved.

6 - Prices and payment terms

6.1 The prices of the activities are given in euros, including VAT, and are those in force on the day of booking, unless otherwise stated.

6.2 These activities are not subject to VAT.

6.3 Payment methods accepted

6.3.1 Bookings made via the *website*: credit card.

6.3.2 Reservations made by telephone or e-mail

6.3.2.1 For the deposit :

- bank cheque
- transfer

6.3.2.2 For the balance, on site (at the head office or at the *activity* venue with the *supervisor*) :

- species
- bank cheque
- chèques vacances

6.3.3 Bookings made on site (at the head office or at the *activity* venue with the *supervisor*) :

- species
- bank cheque
- chèques vacances

6.4 Payment by credit card

6.4.1 Payment may be made by Carte Bleue, Visa, Eurocard/Mastercard or Maestro.

6.4.2 The *customer* must enter their bank card number, its expiry date and the security symbol on the back of the card in the space provided.

6.4.3 This method of payment will result in the immediate debiting of the full amount of the booking on the day it is made.

6.5 In the event of non-payment or refusal of authorisation by the *customer's* bank, Auvergn'Attitude shall be entitled to suspend the booking process.

6.6 Payment security

6.6.1 Activity bookings are subject to regular checks. The correct operation of these checks may force Auvergn'Attitude to suspend the booking process, and to ask the *customer* to provide supporting documents, such as proof of address, identity or debit, which must be consistent with the information provided by the *customer* when making the booking, as well as, where applicable, the details of the holder of the payment card used.

6.6.2 The information collected during these checks may be subject to automated data processing, in order to define a level of transaction security and to combat credit card fraud.

7 - Modifications and cancellations

7.1 No refunds or postponements will be made once the *activity* has been booked.

7.2 No refund or exchange will be made for any *activity* that is interrupted or not taken up due to an insufficient physical and/or technical level or due to an injury sustained during or outside the *activity*.

7.3 Except in the case of a red alert issued by Météo-France, weather conditions may under no circumstances be a reason for cancellation or postponement.

7.4 Modifications, cancellations by Auvergn'Attitude

7.4.1 If the number of participants is insufficient (this condition is specified on the activity sheets), the *activity* may be cancelled.

If necessary, Auvergn'Attitude will inform the participants, or the clients if the participants are unaccompanied minors, no later than 4 hours before the scheduled time.

It will then be proposed either :

- a change of date (without a change of location) ;
- a change of date and place ;
- another *activity*, if the replacement *activity* is less expensive, the invoice will be revised;
- a credit note equal to the amount of the cancelled *activity*;
- reimbursement of the registration fee.

Participants, or clients if the participants are unaccompanied minors, will make their choice without being able to claim any other compensation.

7.4.2 The conditions in which activities are carried out depend on the impact of the weather on the natural environment in which the *activity* is planned and on the equipment needed to carry out the *activity*.

Based on the information available to him/her, his/her experience and knowledge of the technical nature of the *activity* and the location where it is scheduled, the *supervisor* reserves the right to decide whether or not to maintain the *activity* as booked.

If the *activity leader* decides not to maintain the *activity* as booked, the *activity leader* or Auvergn'Attitude will inform the participants, or the clients if the participants are unaccompanied minors, no later than 2 hours before the scheduled time.

It will then be proposed either :

- a change of venue (with no change of date) ;
- a change of date (without a change of location) ;
- a change of date and place ;
- another *activity*, if the replacement *activity* is less expensive, the invoice will be revised;
- a credit note equal to the amount of the cancelled *activity*;
- reimbursement of the registration fee.

Participants, or clients if the participants are unaccompanied minors, will make their choice without being able to claim any other compensation.

7.5 Modifications, cancellations by the customer or a participant

7.5.1 Any cancellation by the *customer* before the date and time of the *activity* booked must be sent to Auvergn'Attitude by e-mail.

Cancellations will incur the following deductions:

7.5.1.1 Cancellation of a booking more than 6 days before the start of the *activity*
Auvergn'Attitude will refund the price paid less administration costs (10% of the cancelled *activity*).

7.5.1.2 Cancellation of a booking less than 6 days before the start of the *activity*
In the event of force majeure, Auvergn'Attitude will reimburse the price paid minus administration costs (10% of the cancelled *activity*).

In the absence of force majeure :

7.5.1.2.1 Cancellation requested between 6 days and 48 hours before the start of the *activity*: Auvergn'Attitude will deduct 50% of the price of the cancelled *activity*.

7.5.1.2.2 Cancellation of a reservation requested less than 48 hours before the start of the *activity*: Auvergn'Attitude will deduct 80% of the price of the cancelled *activity*.

7.5.2 Failure by the *customer* to appear at the time and date scheduled for the *activity*, and/or by the participant(s) for whom the *activity* has been booked, will be treated as a last-minute cancellation by the *customer* and will not give rise to a refund.

7.5.3 Request to change the time or date of the reserved *activity*

For reasons of availability, the request for modification may be refused. In this case, it will be treated as a cancellation and will fall within the general scope of cancellations as detailed above.

If this is technically feasible and compatible with the *activity*, the *customer* will be sent a new booking summary.

7.5.4 Any error, other than the time and date, relating to the activities booked must be notified by the *customer*, by letter or e-mail, within 72 hours of the date of receipt of the booking and no later than 12 hours before the scheduled start time of the first *activity* booked.

Any claims that are not made in accordance with the conditions stipulated in this article will not be taken into account, and will under no circumstances be enforced by Auvergn'Attitude.

7.6 Cancellation in the event of confinement

In the event of confinement or health regulations preventing the activities from taking place, the *customer* will be refunded in full without being able to claim any other compensation.

8 - Gift voucher

Some activities may be purchased as gift vouchers.

8.1 Period of validity - refund

The gift voucher is valid for 1 year from the date of purchase. Once the validity period has expired, the *activity* will be deemed to have been carried out and cannot be postponed. The *customer* and/or beneficiary will not be entitled to any reimbursement or compensation.

In all cases, gift vouchers are never refunded.

8.2 Booking

The gift voucher takes effect on receipt of the full amount for the chosen *activity*.

The recipient of the gift voucher must contact Auvergn'Attitude to book the *activity*. The *activity* is guaranteed if the minimum number of participants required is met and if the weather conditions allow the *activity* to take place.

8.3 Replacement of the service

The *activity* on the gift voucher may be replaced by another *activity* offered by Auvergn'Attitude, provided that the value of the latter is less than or equal to the *activity* mentioned on the gift voucher. However, it is possible to carry out an *activity* of a higher value after payment of the difference by the *customer* or beneficiary.

9 - Personal data and respect for privacy

9.1 Collection of personal data

Auvergn'Attitude collects *personal data* concerning the *customer* and/or participants, particularly when booking activities. This information is compulsory in order to validate the said booking.

Auvergn'Attitude may transfer *personal data* concerning the *client* and/or participants to its partners and *supervisors* for the sole purpose of meeting the conditions for the successful completion of the activities booked. Apart from this situation, no other transfer of *personal data* will be made by Auvergn'Attitude.

9.2 Right to access and modify personal data

In accordance with the French Data Protection Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, users, *customers* and participants have the right to oppose (art. 26 of the Act), access (art. 34 to 38 of the Act) and rectify (art. 36 of the Act) any data concerning them.

Users, *customers* and participants may contact Auvergn'Attitude by e-mail to request the rectification, completion, updating or deletion of any information concerning them that is inaccurate, incomplete, equivocal, out of date or whose collection, use, communication or storage is prohibited.

9.3 Security and confidentiality on the network

Auvergn'Attitude would like to remind *users*, customers and participants :

- that their e-mails or messages sent via the *site* form can be intercepted on the network and their confidentiality cannot be guaranteed;
- not to divulge any unnecessary, sensitive or third-party personal or confidential information by e-mail or message sent via the *site* form.

9.4 Cookies

The *user* is informed that the *site* uses *cookies* designed to be used solely by Auvergn'Attitude.

Each time the user connects to the *site*, *cookies* are used to record the type and version of the user's browser, the user's booking history, the pages of the *site* consulted and the dates and times of visits.

To take full advantage of the *site*'s functions, users should therefore set their Internet browser to accept *cookies*. *Users* may refuse to accept *cookies*.

Most web browsers allow the *user* to configure their internet and security options or preferences in order to refuse or deactivate *cookies*, or to obtain a message informing the *user* that *cookies* are being sent.

9.5 Hypertext links

Auvergn'Attitude cannot be held responsible for the content of other websites linked to this *site*.

Any individual or legal entity wishing to establish a link (website address) from the Auvergn'Attitude *website* must request prior authorisation.

The establishment of a link to the Auvergn'Attitude *website* does not require authorisation. Auvergn'Attitude accepts no responsibility in this case.

10 - Legal

10.1 Liability

10.1.1 Auvergn'Attitude cannot under any circumstances be held liable if the non-performance or poor performance of the *activity* is attributable to the *client* or the participants, or to the unforeseeable and insurmountable act of a third party unrelated to the performance of the *activity*, or to a case of force majeure.

10.1.2 The strict liability provided for in the aforementioned article L. 211-16 is excluded, in accordance with article L. 211-17 of the French Tourism Code.

10.2.3 In the absence of legal provisions to the contrary, Auvergn'Attitude may under no circumstances be held liable in the event of prejudice caused by the *client* or participants.

10.2 Independence of the contractual clauses

In the event that any of these provisions should be declared null and void or deemed unwritten, the validity of the other provisions of these general terms and conditions shall not be affected.

10.3 Insurance

10.3.1 Auvergn'Attitude has taken out a professional civil liability insurance policy for organising and marketing the activities offered by its members (MMA).

10.3.2 *Supervisors* must take out a professional indemnity insurance policy in their own name, covering in particular the financial consequences that may fall to the insured party as a result of bodily injury, material and immaterial damage caused to the *participant* as a result of mistakes, errors of fact or law, omissions or negligence committed during the supervised *activity*.

10.4 Disputes

10.4.1 Amicable settlement

In the event of disagreement or dispute concerning a booked *activity*, the *client* or *participant* may send a reasoned complaint to Auvergn'Attitude by post with acknowledgement of receipt to the following address: Auvergn'Attitude - le Barry - 63210 PERPEZAT.

The parties undertake to cooperate fully in seeking an amicable solution. They undertake to keep strictly confidential all exchanges of words, correspondence and documents that may be exchanged during the amicable procedure.

10.4.2 Consumer mediation

In accordance with the provisions of articles L 611-1 and R 612-1 et seq. of the French Consumer Code concerning the amicable settlement of disputes, when the *customer* or *participant* has sent a written complaint to Auvergn'Attitude and has not received satisfaction or a response within two months, he/she may submit his/her complaint free of charge to the consumer ombudsman. The mediator must be contacted within a maximum of one year of the initial complaint.

The *customer* or *participant* may contact the consumer ombudsman for Auvergn'Attitude free of charge:

Consumer and asset mediation

Head office and correspondence: 12 square Desnouettes - 75015 PARIS

Tel: 01 40 61 03 33

Mediation referral form available at the following URL:

<https://mcpmediation.org/saisir-le-mediateur/>

10.5 Applicable law

The law applicable to these general terms and conditions and the contract concluded when booking an *activity* is French law for all disputes relating, in particular, to their validity, interpretation, performance or termination.

10.6 competent jurisdiction

In the event of a dispute, the court having jurisdiction shall be that of the defendant's domicile or the place where the *activity* is carried out, at the choice of the plaintiff.