



## **General conditions of sale of the activities**

These “General Conditions” apply to the sale of sporting activities supervised by professionals by “AZPIC” commercial structure owned by SAS Albarine Aventures, a simplified joint stock company, entered in the Commercial and Companies Register under the number SIRET: 942 583 311 00017 (intra-Community VAT: FR28942583311) and domiciled at 381 rue du 6 et 7 février 1944, 01230 Evosges, FRANCE, contactable via: info@guides-bugey.com, +33 7 68 80 90 69 or on www.guides-bugey.com, hereinafter “association Guides du Bugey” for the benefit of any natural or legal person, hereinafter “Participant(s) / Client(s)”, either directly (at the counter, off-premises) or remotely (telephone, postal mail, e-mail, or on the website www.guides-bugey.com of the association des Guides).

The Activity sold is supervised by:

- a Mountain Guide, holder of a State diploma of Sports Educator,
- or an aspiring mountain guide, trainee of the National School of Ski and Mountaineering,
- or an Accompanying Person in the Mountains, holder of a State diploma of Sports Educator,
- or an Escalation Instructor with a State Diploma in Sports Educator,
- or a Moniteur de Canyon, holder of a State diploma of Sports Educator,
- or a Speleology Instructor, holder of a State diploma of Sports Educator,
- or a Free Flight Trainer, holder of a State diploma of Sports Educator.
- or a Mountain bike instructor, holder of a State diploma Sports Educator,
- or an Édicateur Grimpe d’Arbre, holder of a Certificate of Professional Qualification.

hereinafter referred to as ‘the Supervisor’, who is self-employed.

The purchase of an Activity sold by the association Guides du Bugey implies the knowledge and the pure and simple acceptance of these general conditions of sale.

### **Article 1 - Definition of the Service**

The association Guides du Bugey acts as a transparent intermediary between the Supervisor and the Client. He/she promotes and resells the Activities, and collects payments in the name and on behalf of the Supervisor.

- The Mountain Guide or Aspiring Mountain Guide Framework provides guidance, animation, teaching and training in the safety of mountaineering and its related activities, and exercises its prerogatives in compliance with the decree of 16 June 2014 relating to the specific training of the State diploma of mountaineering - mountain guide.
- The Mountain Accompanying Supervisor delivers a service of supervision, driving, animation, teaching and training in safety of persons or groups in the medium mountains, excluding glacial areas and areas of rocks, canyons, land requiring for the progression the use of equipment or techniques of mountaineering and exercises the prerogatives listed in Article 1 of the Decree of 3 June 2019 on the specific training of the State diploma of mountaineering-accompanying in the medium mountains
- The Canyon Instructor (or Guide or holder AQA Canyon) provides a service of teaching, animation, framing or training in canyoning safety for all audiences and in all types of canyons, as defined in Article 2 of the decree of 26 May 2010 creating the mention “canyonism” of the DEJEPS specialty “sports development”.
- The Escalation Monitor Supervisor provides a service of instruction, animation, supervision or training in safety of climbing for all audiences, on all natural sites and via ferrata located at an altitude of less than 1500 meters and on artificial structures, as defined by the decree of 31 January 2012 creating the mention “climbing in natural environments” of the DEJEPS specialty “sports development”.
- The Speleology Supervisor delivers a service of teaching, animation, supervision or training in safety of speleology in all cavities, canyons, training places, as defined by the amended decree of 15 December 2006 creating the mention “speleology” of the DEJEPS “sports performance”.
- The Free Flight Instructor provides a service of teaching, animation, supervision or training in safety of the various activities of free flight (school, two-seater, cross, aerobatics) in compliance with the



orders of 27 December 2007 creating the mentions “hang-gliding” and “paragliding” of the DEJEPS specialty “sports development”.

- The manager who holds the ATV qualification issues a service of animation, teaching, management or promotion of the mountain biking activity in the mountain environment in compliance with the decree of 8 November 2010 creating the mention “mountain biking” of the DEJEPS specialty “sports development”.
- The manager who holds the CQP Educateur Grimpe d’Arbre delivers a service of animation, teaching, management or promotion of the climbing activity in a tree-dwelling environment, in compliance with the decree of 28 January 2009 establishing the CQP EGA via the certifying body: Syndicat National des Climpeurs Encadrants dans les Arbres.

These general conditions relate only to the sale of the aforementioned activities/services, excluding any other services of transport, accommodation, food, or equipment rental, hereinafter “Activity(ies)”/ “Services”.

## **Article 2 - Sale of the Activity - Booking**

The contract is composed of two parts applicable in case of contradictions in the following order: the individual agreements between the association Guides du Bugey and the client, and the present general conditions.

The Activity is sold as soon as the parties (association Guides du Bugey and Client(s)) have agreed on the main characteristics and the price of the service. It is then an oral agreement, unless one of the parties expressly reserves that the contract must be in writing.

The registration request is made directly to the association Guides du Bugey, by telephone at +33 7 68 80 90 69, by post to SAS Albarine Aventures, 381 rue du 6 et 7 février 1944, 01230 Evosges (FRANCE) or by e-mail at [info@guides-bugey.com](mailto:info@guides-bugey.com), and mentions the names, first name, address and contact details of the Customer.

The association Guides du Bugey offers the Customer an online or paper registration form that includes the main features and the price of the Activity, and addresses these general conditions to the Customer.

The registration is effective after the Customer has completed the form and paid a deposit equal to 20% of the activity rate, and the association Guides du Bugey has acknowledged receipt thereof.

In the absence of an acknowledgement of receipt from the association des Guides du Bugey within 48 hours, the registration will be deemed not validated, the association des Guides du Bugey retaining the possibility to confirm this registration after this period and until the day of the Activity.

If applicable, the association Guides du Bugey defines the date from which the failure to pay the deposit results in the cancelation of the Activity.

The balance of the sum due is paid to the association Guides du Bugey at the beginning of the Activity.

In the case of a sale concluded at a distance (telephone, postal mail, etc.): Before any order, the association Guides du Bugey provides the Customer with the contractual information in a way that allows its storage and reproduction.

In the case of a sale concluded at a distance exclusively by electronic mail exchanges:

The association des Guides du Bugey ensures that the Customer acknowledges his obligation to pay when placing his order, and includes the mention “order with obligation to pay” as well as the means of payment accepted for the conclusion of the contract.

The association Guides du Bugey acknowledges receipt of the registration request by e-mail or by any other means, and provides the Customer with confirmation and details of the contract on a durable medium.

In the case of a distance sale with online payment:

The association Guides du Bugey sets out the steps to be followed for the conclusion of the contract and the means enabling the Customer to identify any errors: 1/ The Customer verifies the details of the order and its total price; 2/ He confirms his order; 3/ The association Guides du Bugey acknowledges receipt of the order and validates the order; 4/ The Customer makes the payment of the deposit or the entire price of the service; 5/ The Customer receives the confirmation of the contract on a durable medium.



The association des Guides du Bugey includes the words 'order with payment obligation', the means of payment accepted and the languages proposed for the conclusion of the contract.

### **Article 3 - Right of withdrawal**

The Customer is informed that in accordance with the provisions of Article L. 221-28 of the Consumer Code, the registration to an Activity is firm and definitive and that he does not enjoy a right of withdrawal.

Gift vouchers sold on the guides-bugey.com website are non-refundable.

### **Article 4 - Pricing - Additional charges - Payment terms - Claims**

The rate corresponds to the fees of the Executive and to the operating costs of the association Guides du Bugey. It relates solely to the activity's management service to the exclusion of any other service. It means any charge included.

The tariff takes into account the customs of the profession, the number of participants and their technical and physical level, and the characteristics of the objective pursued (technical difficulty, level, commitment, etc.).

The association Guides du Bugey applies either a basic hourly rate, which varies according to the activity, or a rate defined according to the objective pursued.

The basic hourly rate is: 72 euros including tax.

The tariff communicated shall be deemed to correspond to the Activity tariff payable by each of the Participants, except that the association Guides du Bugey has specified that it is a global tariff of the Activity to be shared among all the Participants.

Any additional costs occasioned by the Activity (transport, ski lifts, drinks, food, etc.) are ordered, paid for and paid directly by the Client(s), including those of the Supervisor.

Terms of payment: The activity fee is payable by:

- Credit or private credit card (credit card, Visa card, Eurocard/Mastercard)
- Cash
- Bank transfer (possible transfer costs to be borne by the Customer)
- ANCV Holiday Checks
- Gift vouchers

Complaint: Any complaint shall be sent by registered post with acknowledgement of receipt to the address of the association Guides du Bugey, at the latest one month after the occurrence of the event giving rise to the request.

### **Article 5 - Modification or cancelation of the Activity**

Mountain activities are subject to hazards related to the weather, terrain and snow conditions, attendance, experience, technical abilities and physical condition of participants.

To ensure the safety of property and people, the proposed Activity may be canceled or modified by the association Guides du Bugey at any time in advance, at the beginning, or during its implementation.

· In the event of modification of the Activity by the association Guides du Bugey or the Framers upstream or during the Activity for reasons of security related to the group, the terrain or the weather, the tariff of the alternative route will be applied in accordance with the customs and customs, without being able to be lower than the basic hourly tariff of the association Guides du Bugey mentioned in article 4, and without the Client being able to claim any compensation. In the event of a modification of the Activity by the Customer, in particular due to insufficient physical or technical prerequisites declared, the tariff of the initial objective may be applied in its entirety.

· In the event of cancelation of the Activity by the association Guides du Bugey or the Framer upstream of the Activity, for reasons beyond the control of the association Guides du Bugey such as an accident, an illness, a family event, priority is given to a postponement of the Activity. In case of refusal, the deposit is returned to the Client(s),



after deduction of any sums already committed by the association Guides du Bugey or the Activity Framework (booking or travel expenses, ...).

If the minimum number of participants is not reached for the realization of a collectively organized Activity, the association Guides du Bugey or the Supervisor may decide not to carry out the Activity. In this case, the sums paid by the Client(s) are refunded to him.

- In the event of cancelation of the Activity by the Customer(s):
- Up to 7 days before the start of the Activity: the deposit is returned, except amounts already committed or advanced.
- From 7 days to 48 hours before the start of the Activity: the deposit is due.
- Less than 48 hours before the start of the Activity: the full price is due.

#### **Article 6 - Technical and physical prerequisites - health**

Technical, physical or experience prerequisites may determine the Customer's access to the Activity. The Customer who mistakenly claims to comply with these requirements, and who has a lower technical, physical or experience level than declared, is fully responsible for any consequences of any kind that may result.

In particular, the Customer must declare to the association Guides du Bugey and to the Supervisor any health problem, medical history, punctual or long-term treatment, accident, likely to affect his physical or psychological health, as well as any particular apprehension (vertigo, accident history, fears, ...).

#### **Article 7 - Organization of the Activity**

Timetables: For the smooth running of the Activity, the Customer undertakes to respect punctually the appointment schedules communicated.

Failure by the Customer to meet the schedule may result in a change to the Activity.

Number of participants: A maximum number of participants may be fixed for each Activity in terms of customs and customs, the physical and technical level of the participants, and the meteorological and field conditions.

In the case of a Collectively Organized Activity, a minimum number of participants may be fixed, as well as the date from which an insufficient number of registrants does not permit its realization.

#### **Article 8 - Hardware**

Collective equipment: The tariff includes collective and safety equipment.

Individual equipment: The Customer must have personal technical equipment adapted to the Activity performed, which will be indicated by the Supervisor before the Activity.

The Customer is informed that he is solely responsible for his equipment and the damage that could result for him or for a third party.

In case of doubt as to the antiquity or inadequacy of his personal equipment, he should refer to the association Guides du Bugey and the Framer.

The Supervisor may be required to provide the Customer with the technical and security equipment necessary to carry out the Activity, in which case the Customer undertakes to wear and use this equipment throughout the Activity, unless otherwise expressly stated by the Supervisor.

#### **Article 9 - Responsibilities - Specific environment**

Activities take place in a specific environment (mountain, snow-covered, aquatic, underground, aerial environments, etc.) which involves objective and random natural hazards (falling rocks, landslides, crevasses, avalanches, etc.). The presence of the Framework does not eliminate these natural risks. The Participant is aware of the dangers to which he/she is exposed.

The framework is subject to an obligation of security of means and not of result. The Participant shall use all means at its disposal, including the waiver, to ensure with care and diligence the security of the Participant, who shall retain



an active role in the performance of the Activity. He must comply with the rules of safety and conduct which derive from common sense, as well as those transmitted by the Supervisor.

It is recalled that any activity other than the one supervised, which the Practicer may be required to perform during the outing, is carried out under the exclusive personal responsibility of the Practicer, the responsibility of the Mountain Guide cannot be engaged in under any circumstances.

#### **Article 10 - Insurance and Relief**

The Managers of the association des Guides du Bugey benefit from professional civil liability insurance in France and throughout the world that covers damages resulting from their actions as a professional, including search, rescue and repatriation expenses. The assurance certificate can be provided to the Client on simple written or oral request to the association Guides du Bugey or the Supervisor.

This insurance does not replace the Customer's individual civil liability for damages that he would cause to himself or to third parties, or that would result from an external natural phenomenon.

It is up to the Client(s) to ascertain individual civil liability for the practice of the activity envisaged without limitation of place and altitude, including assistance, search, rescue and repatriation.

The Supervisor informs the Customer that he has the possibility to subscribe to an annual or daily insurance via <https://www.assurance-multi-sports.com/>, it being specified that it is the Customer's responsibility to ensure that the required guarantees are actually covered.

#### **Article 11 - Right to the image**

The Customer authorizes the association Guides du Bugey and the Framework to use without limitation for promotional and commercial purposes, by way of reproduction, representation, projection and adaptation, the images (photos and videos) taken during the framed Activity, unless otherwise expressly indicated by the Customer, signified before the beginning of the Activity.

The Minor Customer's parents grant the association Guides du Bugey and the Framer permission to use the Minor Customer's images under the same conditions.

#### **Article 12 - Dispute resolution and applicable law**

In the event of a dispute, the client must send a registered letter to the association Guides du Bugey or the Supervisor to explain his claim and promote an amicable settlement. The association Guides du Bugey or the Supervisor has two (2) months to reply, and without a reply or if it is not suitable for the client, the latter may, in accordance with Article L.612-1 of the Consumer Code, refer the matter to the Consumer Ombudsman CNPM Mediation with the Member No. CNPM51231.

The reference language for the settlement of any disputes is French. All disputes fall within the jurisdiction of the courts on which the association Guides du Bugey registered office depends.

#### **Article 13 - Processing of personal data**

The information collected in the registration form is recorded in a computerized file. The data collected will not be communicated to third parties and will be kept for five years.

You can access the data concerning you, rectify it, request its erasure, exercise your right to the limitation of the processing of your data, or ask any other question, by contacting Eric Chaxel via [info@guides-bugey.com](mailto:info@guides-bugey.com), on 07 68 80 90 69 or the postal address of the association Guides du Bugey.

If you feel, after contacting us, that your rights "Informatique et Libertés" are not respected, you can consult the website [cnil.fr](http://cnil.fr) or send a complaint to the CNIL.