

# PRIME

SKI & SNOWBOARD SCHOOL ®

## TERMS AND CONDITIONS

### **Booking terms and conditions for PRIME SKI & SNOWBOARD SCHOOL**

*Please contact us for any further information [hello@primeski.uk](mailto:hello@primeski.uk)*

By booking a lesson, you agree to fully accept the terms, conditions and disclaimers contained in our booking policy outlined below and linked to on your booking proposal.

Booking terms and conditions available on our website are for information only and correspond to the last version of our booking terms and conditions. In case of modification of our booking terms and conditions, the version of our booking terms and conditions accepted by yourself will be the binding one.

## Contract

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For lessons and courses delivered in Morzine-Avoriaz- Les Gets Ski resort (France), your contract is with SAS PRIME SKI & SNOWBOARD SCHOOL and for ski lessons delivered for lessons delivered in Sestriere- Limone Piemonte-Prato Nevoso ski resort (Italy) with PRIME PROFESSIONISTI SPORTIVI ASSOCIATI.

This corresponds to the company registered in the ski resort in which your lessons will be delivered.

References to “we”, “us” or similar are references to the relevant companies (SAS PRIME SKI & SNOWBOARD SCHOOL or PRIME PROFESSIONISTI SPORTIVI ASSOCIATI). “You” is a reference to you, the person making a booking and any associated guests you book for.

**PRIME SKI & SNOWBOARD SCHOOL** is an “SAS, société par actions simplifiée. Son domaine d’activité est : enseignement de disciplines sportives et d’activités de loisirs”.

having its registered address at CANNES LA BOCCA 13 RUE ROQUEBILLIERE 06150 CANNES and registered under the French SIRET number 92216074200016

**PRIME PROFESSIONISTI SPORTIVI ASSOCIATI** is a Italian “27-associazione tra professionisti” having its registered address at Via IV Novembre, 11 FRABOSA SOTTANA 12083 (CN) and registered under the ITALIAN P.IVA number 04003350040 .

## Confirmation States

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Provisional Bookings or lesson slots will be held for 3 days unless the booking enquiry is made within the same week as the lesson start date, then they will be held for 24 hours.

Bookings are only final if you receive a written confirmation of your booking by ourselves. We confirm ski camps 6 weeks prior to the camp start date making the booking final.

Once you receive written confirmation, please check it carefully.

## Payment Term and Pricing

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Full payment or a deposit is required at the time of booking.

Lessons or courses are not secured or guaranteed to your booking unless payment is made. Deposits are fully refundable if we cancel your bookings for any reason whatsoever.

Until confirmation of your booking, prices are subject to change and revision; we operate an off-peak and peak pricing schedule and review this each winter season.

Until confirmation of your booking, promotional codes can be removed or revised.

We accept payment in advance via debit, credit card VISA, Mastercard, Satispay or bank transfer.

Please note that all card transactions are protected by encryption on a secure server; your personal data remains safeguarded, and the process complies with all the security requirements for internet-based transactions. Your card statement will show a transaction to NEXI Prime Ski & Snowboard School.

Prices only include ski lessons and courses for the period mentioned in the booking. They do not include ski passes, insurance, or ski equipment. It's your responsibility to have a valid ski pass for the duration of the lesson at the relevant ski resort.

## Cancellations

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We have included a new Covid-19 policy for cancellations because of Covid-19. For all other cancellations, please read the following terms:

Cancellations must be made in writing via email to [hello@primeski.uk](mailto:hello@primeski.uk) with the subject line: "Cancellation" so we can treat the email with high importance.

In the event of a cancellation, reimbursement will be calculated as a percentage of the total cost of the subject lessons or courses, as follows:

- a. Cancellation 30 days or more prior to the start of the first lesson: 70%
- b. Cancellation 15 – 29 days prior to the start of the first lesson: 50%
- c. Cancellation less than 15 days prior to the start of the first lesson: 0%

## Lack of Withdrawal Right (absence de "droit de retractation")

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You are informed that you do not have any withdrawal right ("droit de retractation") as the withdrawal right ("droit de retractation") of 14 days mentioned in the French code de la consommation does not apply to leisure activities scheduled to be provided at the specific date or specific time.

## Changes

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Your requests for changes to confirmed bookings will be accommodated wherever possible, however, if a change is not possible Prime Ski & Snowboard School reserves the right to treat your booking as cancelled and apply the relevant charge detailed in the cancellation clause above.

# Ability Level- Equipment and Security - Ski Pass

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If we believe we have been given the wrong information with regards to your or your child's level and the ability does not align with our ability guides found on our website we will always try to accommodate but will reserve the right to exclude you or your child from the lesson without giving a refund.

If the ski instructor considers that your health condition, your equipment or material, clothes (or those of your children) do not permit you to take part in the ski lesson or present a risk of security or for your health or if he considers that your behaviour is dangerous, we will reserve the right to exclude you or your child from the lesson without giving a refund.

It's your responsibility to attend the ski lessons with at minimum a helmet (we also recommend a back cover), your ski equipment as well as sunglasses or a face mask, gloves and clothes corresponding to the weather conditions as well as a valid ski pass for the resort.

Failing to have a valid ski pass will not permit you to attend the ski lesson and no refund of the ski lesson will be done.

## Booking Information

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We will send you information on where and when your lesson will start. It is then your responsibility to ensure you are in the right place on time.

We will not refund or make up time at the end for late starts.

## Resell and Transfer

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No resell or transfer of ski lessons to persons other than the ones mentioned in the booking are allowed.

## Your Insurance

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**We do not insure our clients.**

We cannot be held responsible for things outside our control, such as bad weather, piste or lift closure, ski resort closure, government intervention, disease control measures or such events covered by the term 'Act of God'.

If such events occur we will not be able to offer a refund but will provide a letter as proof of purchase for you to seek compensation from your insurance company.

We will not be able to refund lessons that you miss or can't attend but we will be able to provide a letter as proof of purchase for you to seek compensation from your insurance company

## Force Majeure

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In no event shall **PRIME SKI & SNOWBOARD SCHOOL** be held responsible or liable for any failure in delivering its services where it is or was legally and/or physically impossible to do so.

Such event(s) covered by the term 'Act of God' can include severe weather, volcanic eruption, avalanche, war, epidemic, government intervention, refusal of license to operate for political reasons, travel restrictions, disease control measures enforced by the ski resort, strike, terrorist attack, closure of the ski resort due to lack of snow, or any other event beyond the control of Prime Ski & Snowboard School (i.e. a "Force Majeure Event").

## Responsibility

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For all sports and activities undertaken during your lessons, it's is entirely at your own risk.

Prime Ski & Snowboard School accept responsibility for injury caused during your time with Prime Ski & Snowboard School or loss or damage to personal property.

Skiing in the mountains can be a strenuous activity that can lead to personal injury or even death. By accepting these terms and conditions you are accepting this risk and are also agreeing to be responsible for your own actions during these activities.

**You**, (the client) accept that you are sufficiently fit for this activity and that you will consult with a medical professional if you are in any doubt about your health or fitness.

It is **your** (the client's) responsibility to ensure that both you and your belongings are adequately insured and that you have provided Prime Ski & Snowboard School with details of your own insurance to indemnify Prime Ski & Snowboard School against any expense, which may be incurred as a result of having inadequate insurance protection with effect from the date of your time with Prime Ski & Snowboard School.

## Imagery

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During your lessons, Prime Ski & Snowboard School staff or instructors may take photos or videos of clients and children under the age of 18 skiing and boarding.

Our instructors also use photography and videos in order to give feedback and instruction. Content may be used for promotional and social media purposes.

**If you do not wish to have photos or videos of you or your child used for marketing purposes you must let us know at the time of booking or before the lessons commence.**

## Minimum Numbers

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Ski School Group Lessons require a minimum of 2 skiers to run for the full week and ski camps require a minimum of 4 skiers to run for the full week.

In the event there is only one skier in the group we reserve the right to reduce the duration of the lessons or course, cancel the lessons and offer you a full refund or give you the option of converting to private lessons dependent on availability

## Under 18 Responsibility

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Under 18's and children partaking in courses and lessons, must be dropped off and picked up by their parents or a designated responsible adult, from the designated meeting point.

## Your Data

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Prime Ski & Snowboard School securely stores sensitive information about you on its booking system to ensure Prime Ski & Snowboard School can deliver its products and services as intended.

Prime Ski & Snowboard School does not share this data with third parties and is only shared through the company's booking system with the booking administration and instructing team.

## Clarification

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If clarification of these booking terms and conditions is required please contact Prime Ski & Snowboard School management by email at [hello@primeski.uk](mailto:hello@primeski.uk) or calling **+39 351 6784830**

## Binding Version

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These booking conditions are drafted in English.

In case of litigation, the binding version will be the one that you accepted at your booking.

## Litigation- Applicable Law and "Mediation"

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These terms and conditions as well as your booking are governed by and subject to French and Italian law .

Any disputes to which your booking concluded in the application of these Terms and Conditions may give rise, concerning their validity, interpretation, performance, resolution, consequences or consequences and which cannot be resolved amicably

between you and us, shall be submitted to the French/Italian competent courts as determined by French/ Italian law.

For the resolution of civil and criminal disputes arising from the conclusion of this distance sales contract, if the Customer is a consumer, the territorial jurisdiction is that of the relevant court in their municipality of residence.

In France, You are informed that, for any claim or litigation you may have against us and that we are not able to settle together, you may in any event have recourse to conventional mediation, in particular with the Commission de la médiation de la consommation (art. L 612-1 of the French Code de la consommation).

If the dispute has to be brought before the courts, you are reminded that pursuant to article L 141-5 of the French Code de la consommation, you may choose, in addition to one of the French courts with territorial jurisdiction under the French Code de Procedure Civile.

You are also reminded that, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform to facilitate the independent out-of-court settlement of online disputes between consumers and professionals in the European Union: [Online Dispute Resolution | European Commission \(europa.eu\)](https://ec.europa.eu/consumers/odr/).

## Covid-19 Policy

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**Changed your mind** - Any bookings confirmed and paid may be cancelled and fully refunded if you give us 45 days' notice. This includes deposits.

**Roll over** - You can defer your booking if you give us a 28-day notice. You can request to roll over your lesson for up to 2 years. You must tell us 28 days before the start of your first lesson or course.

**Refunds and Credit Vouchers** - We will offer a refund or credit voucher up until 24 hours before the start of your first lesson if one of the following happens exclusively due to COVID-19:

### **Border closure**

There are travel restrictions imposed by your local, national, or international government that prevent you from travelling to and from your country of origin.

Refund: 70%

Credit Voucher: 100%

### **French or Italian or Swiss border closed**



Guests are not allowed to enter France or Italy for leisure or tourism activities.

Refund: 70%

Credit Voucher: 100%

#### **Sick with Covid-19 pre travel**

Where you or a member of your group is ill or showing symptoms of Covid-19 that means you cannot travel. We recommend you follow the advice from your healthcare professional.

Refund: None

Credit Voucher: 100%

#### **Sick with Covid-19 during your booking**

Where you or a member of your group is ill or showing symptoms of Covid-19 that means you need to leave early, and cannot partake in your booking or future amended bookings.

Refund: None

Credit Voucher: 100%

#### **Instructor sick with Covid-19 during your booking**

When your instructor assigned to deliver your booking falls ill or shows symptoms of Covid-19 that means they cannot work according to government guidelines. In the first instance, we will endeavour to substitute any instructor who cannot work. This is not guaranteed.

Refund: 100 % if we can't substitute another instructor (no refund if we can substitute another instructor)

Credit Voucher: 100% if we can't substitute another instructor (no refund if we can substitute another instructor)

#### **Travel arrangements cancelled by a third party**

For example, your airline cancels your flights.

Refund: None

Credit Voucher: 100%

#### **Quarantine requirement of more than 24 hours on arrival in Italy, France or Switzerland**

When arriving in Italy, France or Switzerland to commence your booking with us you are required to quarantine for more than 24 hours.

Refund: 70%

Credit Voucher: 100%

#### **Quarantine requirement of more than 72 hours on return to country of origin**

When returning to your country of origin you are required to quarantine in your home country for more than 72 hours - where this is not voluntary.

Refund: 70%

Credit Voucher: 100%

#### **Ski area closed due to a government-mandated COVID-19 policy**

The full ski area where your booking is to be delivered is closed and skiing is prohibited. This does not include ski touring bookings unless this activity is specifically included in the closure or partial closures to control slope and lift usage.

Refund: 70%

Credit Voucher: 100%

This Covid-19 policy is set out to give support and protection to our customers. You should always check your travel insurance terms and conditions regarding reimbursing you for activities like ski lessons should we not be able to refund you in full.

**Please do contact us should you wish to discuss any of the terms and conditions:  
[hello@primeski.uk](mailto:hello@primeski.uk) or +39 351 678 4830**

