

General Terms and Conditions of Sales - Canyoning Sud Est SARL

Article 1 - Scope of application

These General Terms and Conditions of sales apply, without restrictions, nor reservations, to purchase of services related to professional activities of canyoning, rafting, rock climbing and via-ferrata as offered by Canyoning Sud Est SARL to both professional and non-professional customers on the Internet site <https://www.canyoningverdon.fr> .

The main features of these services are presented on the Internet site <https://www.canyoningverdon.fr>.

Before order placement, each customer is required to carefully read them. The choice of purchasing of any of the services is the customer's own responsibility.

The contact details of the head office of service provider are as follows:

*Canyoning Sud Est SARL
Résidence les 2 soeurs Bat C App 45
38650 CHATEAU-BERNARD
Immatriculé au RCS de Grenoble
N°Siret : 82144103700016
Capital Social : 3000€*

These Terms are applicable without exception for any other terms, and especially those applying to other service distribution networks.

These General Terms and Conditions of sales are accessible at any time on the Internet site and they shall prevail, if necessary, over any other version or any other contradictory document.

Unless proven otherwise, the data registered in the computer system of the service provider represent the proof of all transactions concluded with the customer.

In accordance with the law on data protection and freedom of January 6th 1978, the customer has, at any time, the right of access, correction or opposition to all personal data by writing a e-mail and by proving his/her identity at:

*Canyoning Sud Est SARL
Résidence les 2 soeurs Bat C App 45
38650 CHATEAU-BERNARD*

The customer declares to have acknowledged and accepted these General Terms of sale by ticking the checkbox provided for this purpose before proceeding to the order placement, so as the General Terms of use of the Internet site (<https://www.canyoningverdon.fr>)

These General terms of sale may be subsequently modified, and the version applicable to the customer's purchase shall be the one in effect on the Internet site on the date of the order placement.

The validation of the order by the customer is worth acceptance, without restriction nor reserve, of these General Terms of sale.

The customer acknowledges to have the necessary capacity to contract and purchase the services offered on the Internet site <https://www.canyoningverdon.fr>.

Article 2 - Orders

Within the site the customer chooses those services that he/she wants to order, under the following conditions.

First of all, the customer needs to contact Canyoning Sud Est SARL in order to check the availability of guides and if the activity is feasible. The order can be placed after Canyoning Sud Est SARL and the customer agree about the date (day and time of the meeting), one activity and a precise number of persons.

To be able to place an order, the customer needs to pay an advance of 30% of the order value rounded down to the nearest ten to Canyoning Sud Est SARL. This advance shall in no case be regarded as a down payment.

After the advance is paid, Canyoning Sud Est SARL enters the reservation in its schedule and awards the reservation to an independent qualified guide with a professional insurance. The role of Canyoning Sud Est SARL is to connect the independent instructors and customers.

At least one day before the activity, the customer needs to send height in centimeters, weight in kilograms and the size number of participants, so the guide can be able to choose the appropriate equipment.

On the day of the activity, the customer pays the remaining 70% to the instructor.

It is customer's responsibility to verify the accuracy of the order and to report every error without any delay.

Every order placed on the Internet site <https://www.canyoningverdon.fr> represents the formation of the contract concluded on line between the customer and Canyoning Sud Est SARL.

For legal entities or big groups, when the services give rise to establishment of a preliminary quote, the sale of services shall be considered final only after:

→ establishing a preliminary quote by Canyoning Sud Est SARL and sending to the customer the order acceptance confirmation by e-mail;

→ the quotes established by Canyoning Sud Est SARL are valid for a 15 days period and when the quote request is done at least 15 days before the date of service provision;

→ validation of the quote by payment of either an advance of around 30% of the entire amount, or the entire service. Moreover, the dated and signed quote needs to be sent back by e-mail to canyoning.sudest@gmail.com.

This advance shall in no case be regarded as a down payment.

The possible changes to the order made by the customer can be taken into account by Canyoning Sud Est SARL only within the limits of its potential, and if they are given in writing by e-mail. When necessary, these changes shall result in a new quote and a price adjustment.

In accordance with the article 221-28 12°, the revocation deadline of 14 days shall not be applied when the provided service is carried out on the settled date.

In the case when the customer cancels the order after it has been accepted by the provider, less than 15 days before the date settled for the provision of the ordered service, for any reason whatsoever except in cases of force majeure, the advance paid for the order shall be in full right acquired by Canyoning Sud Est SARL and cannot give rise to any reimbursement whatsoever.

Article 3 - Prices

The services offered by Canyoning Sud Est SARL are provided at the prices in force on the Internet site <https://www.canyoningverdon.fr/tarif.php> - or according to the prior quote established during the order acceptance. The prices are expressed in Euros, all taxes included.

These prices are firm and non-revisable during their validity period, as indicated on the Internet site <https://www.canyoningverdon.fr/tarif.php>, Canyoning Sud Est SARL reserves the right to change the prices at any time. However, Canyoning Sud Est SARL cannot change the price after the order has been placed.

The payment requested from the customer corresponds to the entire amount of the purchase.

The vendor makes an invoice and gives it to the customer when supplying the ordered services.

The services offered by the provider are given at the prices in force on the day when the order acceptance is confirmed by the latter, such as presented to the customer prior to the placement of his/her order.

The price includes the coaching by a professional instructor with professional liability insurance and the equipment necessary to smoothly complete the activity.

→ for canyoning activity, the instructor is obliged to provide a neoprene suit, a harness with a descender, a helmet and neoprene socks.

→ for a swimming activity, the instructor is obliged to provide a neoprene suit, possibly a life jacket, a helmet and neoprene socks.

→ for via ferrata and via corda activity, the instructor is obliged to provide a helmet and a harness with longue shock absorbers.

→ for the rock climbing, the instructor is obliged to provide a helmet, a harness and possibly rock climbing slippers.

The price does not include the photos or videos of the activity. They remain with the instructors who are in charge for the excursion. Furthermore, the displayed prices do not include the borrowing or renting the shoes.

Article 4 - Payment terms

An advance corresponding to 30% of the entire amount rounded down to the nearest ten of the total price for provision of the ordered service, is requested during the order placement by the customer.

The payments are performed on the site of Stripe. Canyoning Sud Est SARL has no liability whatsoever in case of the theft of the banking data. Canyoning Sud Est SARL shall have no access to the credit card number. For the card payments, Stripe accepts Visa, MasterCard, American Express, Discover, Diners Club, JCB cards.

The balance of the price is payable in cash, on the day of the provision of services in question, under the terms as defined in the article 5 - Provision of services below.

On the day of the provision of service, the 70% of the remaining sum shall be given directly to the independent guide either in cash or with holiday vouchers ANCV. The currency used is Euro. The instructor shall not accept credit card payments because he will not have the EPT on the activity site. In case where there is a 3G/4G at the parking in the canyon (which is rare), it will be possible to pay by Stripe. However, the fees shall be customer's responsibility (0,25€/transaction + 1,4% of the amount paid).

Because of the unpaid bank cheques, Canyoning Sud Est SARL does not accept this mean of payment anymore.

The delay in payment shall make the entire debt due by the customer immediately payable, without prejudice to any other action that the provider may be entitled to initiate with regard to the customer.

Furthermore, the service provider reserves the right, in case of non-compliance of the above-mentioned terms of payment, to stop or cancel the provision of the services ordered by the customer and/or to stop the performance of its obligations.

No extra charge, exceeding the costs incurred by the service provider in respect of use of certain means of payment, cannot be charged to the customer.

Article 5 - Provision of Services

The services ordered by the customer shall be provided on the date and at the time arranged with Canyoning Sud Est SARL by phone or by e-mail after the order has been validated by the payment of advance of 30%.

The service provider commits to be present on the site and at the time arranged during the order placement.

The instructor providing the service reserves the right to cancel or change the location for service provision when the conditions render the execution of the service dangerous. This may happen when the weather conditions, the water flow in the canyon or the customer's physical condition makes the activity hazardous.

In case when the activity is relocated to another canyon with a higher price, Canyoning Sud Est SARL shall not ask for extra money.

In case when the activity is relocated to another canyon with a lower price, Canyoning Sud Est will adjust the price downward.

In case when the instructor changes the canyon for the security reasons, the customer can cancel the departure at no cost. As a matter of fact, Canyoning Sud Est SARL shall reimburse the 30% advance that was previously paid.

The duration of provision of services as displayed on the internet site <https://www.canyoningverdon.fr> is an average time for a group of 8 persons. Canyoning Sud Est SARL shall not reimburse one part of the service provision if the activity is carried out faster than the time indicated on the internet site. Also, Canyoning Sud Est SARL or the instructor cannot request for additional payment if the customer has spent more time than the one indicated on the Internet site.

Article 6 - Right of withdraw.

According to article 221-28 12°, the withdrawal deadline of 14 days is not applied when the service provided corresponds to the recreation activity taking place on a given date.

Article 7 – Cancellation conditions.

1 : Cancellation from instructor.

The instructor in charge for departure is responsible to decide whether he should cancel the activity. It is not up to Canyoning Sud Est SARL to be an intermediary for taking this type of decision.

In case when one activity is cancelled by the instructor, Canyoning Sud Est SARL shall reimburse the advance of 30%. However, no claim in relation to the transportation costs cannot be accepted. The cancellations are often due to the weather conditions and the water level in canyons.

Where possible and appropriate and in order to avoid any unnecessary travel, the instructor shall contact you the day before the departure by e-mail or by phone, to inform you about the cancellation.

Another reason for cancellation from the instructor can be the health or physical condition of one of the participants. In order to avoid this kind of cancellation, it is very important to be honest about the physical condition of participants. If an instructor refuses one customer who does not respect the terms of participation (article8), the latter needs to renounce of his/her place despite all.

2 : Cancellation from customer.

Having in mind the limited number of seats, a cancellation should not be taken lightly because Canyoning Sud Est SARL often refuses the customers when the group is full, and it is not always possible to find other customers if the cancellation is done at a notice too short. As for the plane or train tickets, once the departure starts, it is not possible to go back. This is why the cancellation follows certain rules:

→ if the cancellation from the customer occurs 15 days before the date of provision of service, Canyoning Sud Est SARL shall reimburse the entire amount of advance.

→ if the cancellation of the customer occurs 7 days before the date of provision of service, Canyoning Sud Est SARL shall reimburse 50% of the advance paid.

→ if the cancellation of the customer occurs less than 7 days before the date of provision of service, Canyoning Sud Est SARL shall not reimburse the advance paid during the reservation.

For partial cancellations, please refer to the article 18 – Non-compliance with the number of persons.

For every cancellation from the part of the customer resulting from the force majeure, Canyoning Sud Est SARL shall reimburse the entire amount of advance paid.

Article 8 – Participation Conditions.

1 : for individual or group reception of adults.

Canyoning Sud Est SARL has no means to examine the physical condition and good health of the participants. The outdoor activities offered for sale on the site <http://www.canyoningverdon.fr> require:

- to know how to swim and to be submerged in the water.
- to be in a good health and not to have any contraindication for sport practice.
- not to have fear of water or height.
- for certain canyons, not to be claustrophobic.

Moreover, Canyoning Sud Est SARL and/or the instructor in charge for the service provision shall deny activity to all pregnant women. For the person who has been denied access to the service, the instructor shall request the amount for the service. In this case, no reimbursement shall be agreed by Canyoning Sud Est SARL.

Finally, the customer needs to be in a good physical condition to practice sports. The instructor reserves the right to exclude every person who is drunk or who has taken narcotic drugs. In this case, the entire amount for the seat shall be requested from the customer without the right to any reimbursement from Canyoning Sud Est SARL.

2 : for the Group Reception of Minors (French ACM)

For the group reception of minors, there is a special regulation in the decree from April 25 2012 implementing article R. 227-13 of the Social Action and Family Code.

The practice of the activity is subject to a submittal of a certificate of minor's capability to:

- jump into the water;
- float on its back in the water for five seconds;
- make a vertical sustentation for five seconds;
- swim front crawl for twenty meters;
- to cross a waterline or to pass under a boat or a floating object.

The coach defines the number of participants according to the difficulty of the itinerary and the level of experience level of participants. Each group of minors is accompanied by at least two adult persons:

→ when the coach is accompanied by one person who does not comply with the conditions as stipulated in 1°, 2° or 3° of the article R. 227-13 of the Social action and the Family Code, the group is made up of a maximum of 10 persons, coach and accompanist included.

→ when the group is coached by two persons complying with the conditions as stipulated in 1°, 2° or 3° of the article R. 227-13 of the Family and Social action Code, the group is made of a maximum of 14 persons, including coaches.

For the minors under 12 years of age, the activity is limited only to the canyons of a maximum rating of « v2 a2 EII ». In other words, Canyoning Sud Est SARL does not offer group activities for the minors under 12 years of age.

Article 9 - Responsibility of Canyoning Sud Est SARL

The role of Canyoning Sud Est SARL is to connect the outdoors sports professionals with the customers. Canyoning Sud Est SARL is responsible for organization of the meetings with professionals and for the authenticity of the information featuring on the internet site <https://www.canyoningverdon.fr> . Moreover, Canyoning Sud Est SARL is responsible to connect you with certified instructors having professional civil liability insurance and an updated professional card.

However, Canyoning Sud Est SARL accepts no responsibility for any error during the excursion, that can be made by the professional in charge.

Article 10 - Responsibility of the professionals in charge for excursions.

The instructors in charge for and the excursions always have civil liability insurance. This insurance covers all material, non-material or physical damage caused by a third party due to an error.

Article 11 - Data Protection Act

Under the law no. 78-17 from January 6, 1978, it is noted that the individual-related data asked from the customer are necessary for processing of his/her order and in particular for preparation.

These data can be forwarded to may be disclosed to potential partners of the vendor in charge for execution, processing, managing and payment of the orders.

The processing of information disclosed through the internet site <http://www.canyoningverdon.fr> has been and is a subject to declaration with the National Commission for Data protection and Liberties (French CNIL).

In accordance with the national and European regulations at force, the customers have the right of permanent access, modification, correction and objections in relation to the information concerning them.

To exercise this right, the customer can send a request via e-mail to the internet site <http://www.canyoningverdon.fr/contact.php>

Article 12 - Intellectual property

The content of the internet site <http://www.canyoningverdon.fr> is the property of Canyoning Sud Est SARL, and it is therefore protected by the French and international laws concerning the intellectual property.

Any full or partial reproduction of this content is strictly prohibited and constitutes and infringement of the latter's intellectual property rights.

Furthermore, the service provider remains the owner of all intellectual property rights concerning photos, presentations, studies, drawings, models, prototypes, etc. realized (even upon client's request) for the provision of services to the customer. Therefore, the customer abstains from any reproduction or exploitation of the above-mentioned studies, drawings, models and prototypes etc., without prior formal written agreement from the service provider who can make it conditional of financial compensation.

Article 13 - Applicable legislation - Language

These General Terms of sale and the activities performed under them are governed by the French law.

These General Terms of sale are written in French language. If they are translated in one or more foreign languages, the French version shall be the only authoritative text in the event of a dispute.

Article 14 - Disputes

The customer acknowledges having received the notice, prior to a placement of his/her order, in a clear and understandable manner, of these general terms of sale and of all information and details referred to in articles L 111-1 to L 111-7, and especially of:

- essential features of the services that are sent by e-mail and presented on the internet site (duration of activity, photographs, videos, meeting venues, prerequisites).
- the price of products and ancillary costs;
- the date and the place of meeting which are sent in the reservation e-mail;
- the information concerning the vendor's identity, its postal, telephone and electronic details, and its activities, if not already apparent from the context;
- the information concerning the legal warranties and the implementation thereof;
- the features of the digital contact and, if applicable, of its interoperability;
- the possibility to use a conventional mediation in case of dispute;
- the information concerning the right of withdrawal, cancellation terms and other important contractual conditions.

The placement of an order by any natural or legal person on the Internet site <https://www.canyoningverdon.fr> implies the complete accession and fully acceptance of these general terms of sale, that are expressly understood by the client, who agrees, in particular, not to recognize any contradictory document, which would be void by the service provider.

Article 15 - Attention to theft from vehicles

In most of the cases the meeting takes place on the parking where the activities are carried out. These parking places are often isolated in mountain and are very favorable to theft. This is rare but, for this reason however, we are advising you to have in your vehicles only the strict minimum.

Canyoning Sud Est SARL accepts no responsibility in case of loss or steal of any object from your vehicles. This shall not be subject to any reduction or reimbursement of the price of the services.

Article 16 - Attention to valuable items in waterproof jugs

For the daytime canyons, the instructor shall provide customers with waterproof jugs so they can put his/her picnic. This waterproof container is not suitable for transport of any valuable item.

The waterproofing is based on a seal. It happens that the jug leaks. The waterproof jugs are intended only for picnic transport. Canyoning Sud Est SARL accepts no responsibility in case of damage to the material inside the waterproof jugs.

Article 17 - The lateness of the customer

After the reservation procedure, you will receive an e-mail (reservation e-mail) containing place and time of the meeting. Out of respect to the instructor and other participants, it is recommended to be at the exact time and place (GPS coordinates) of the meeting.

We fully understand, that you are traveling to come to the meeting venue, and that is why the instructor is obliged to wait at the parking for 30 minutes.

However, after 30 minutes of waiting have passed, the instructor has no contractual obligations. No reimbursement cannot be requested from Canyoning Sud Est SARL if the instructor has left the meeting place.

Article 18 - Non-respect of the number of persons

During the reservation process (reservation e-mail), you agree about the number of persons. Since the places are limited, a reserved place is a payable place. Canyoning Sud Est SARL will not be able to find other customers for the instructor if the company has this information on the day of the departure. In this case, the instructor shall request the amount corresponding to the number of places reserved.

Article 19 - Error on the part of Canyoning Sud Est SARL

Whatever the exact reason may be, if an error on the part of Canyoning Sud Est SARL is prove. If the customer finds himself/herself alone on the meeting place, Canyoning Sud Est SARL undertakes to reimburse the advance and the travel costs within 2 hours of the journey.