

Terms of Sales

These “General Conditions” apply to the sale of “Activity(s)” / “Service(s)” by the “Mountain Guide” Delavignette Quentin, under SIRET No. 44469135600026, info@delavignette.com , www.delavignette.com, for the benefit of any natural or legal person, hereinafter the “Participant(s) / Client(s)”,

The purchase of an Activity sold by the Mountain Guide implies knowledge and pure and simple acceptance of these general conditions of sale.

Definition of the service

The Mountain Guide provides a service of supervision, animation, teaching and training in the safety of mountaineering and its similar activities, and exercises the prerogatives listed in article 1 of the decree of 16 June 2014 relating to the specific training of the State mountaineering diploma – high mountain guide.

Contract - Sale of the Activity

The contract is made up of two parts applicable in the event of contradictions in the following order: the individual agreements between the mountain guide and the client, and these general conditions.

The Activity is sold as soon as the parties (Mountain Guide 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 expresses the reservation according to which the contract must be in written form.

The Mountain Guide ensures that the Customer acknowledges his payment obligation when placing his order, and includes the words “order with payment obligation” as well as the means of payment accepted for the conclusion of the contract.

The Mountain Guide acknowledges receipt of the registration request by e-mail or by any other means, and provides the Client with confirmation and details of the contract on a durable medium.

Right to retract

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

Price – Additional costs – Payment terms – Complaint

The price corresponds to the Mountain Guide's fees. It concerns only the supervision service of the Activity to the exclusion of any other service. It means all charges included.

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

The Mountain Guide applies either a basic daily rate, which varies depending on the winter and summer season, or a rate defined according to the objective pursued.

Basic daily rates are detailed on the website.

Any additional costs incurred by the activity (transport, ski lifts, drinks, food, etc.) are ordered, taken care of and paid directly by the Client(s), including those of the Mountain Guide.

Payment terms: The price of the Activity must be paid by bank check payable to Quentin Delavignette, by bank transfer (IBAN FR76 1390 6000 7079 4112 9000 166 / BIC AGRIFRPP839) or by cash.

Complaint: Any complaint is sent by registered mail with acknowledgment of receipt to the address of the Mountain Guide, no later than one month after the occurrence of the event giving rise to the request.

Modification or cancellation of the Activity

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

To ensure the safety of property and people, the proposed Activity may be canceled or modified by the Mountain Guide at any time before, at the start, or during its implementation.

- In the event of modification of the Activity by the Mountain Guide before or during the Activity: the price of the replacement itinerary will be applied up to customs and customs, without being lower than the Guide's basic daily rate de Montagne mentioned in article 4, and without the Client being able to claim any compensation.

In the event of a modification of the Activity due to the Client, in particular due to insufficient declared physical or technical prerequisites, the price of the initial objective may be applied in full.

- In the event of modification of the Activity by the Mountain Guide before or during the Activity: the price of the replacement itinerary will be applied up to customs and customs, without being lower than the Guide's basic daily rate de Montagne mentioned in article 4, and without the Client being able to claim any compensation.

In the event of a modification of the Activity due to the Client, in particular due to insufficient declared physical or technical prerequisites, the price of the initial objective may be applied in full.

- In the event of cancellation of the Activity by the Mountain Guide before the activity, priority is given to postponing the activity. In the event of refusal, the deposit is returned to the Client(s), after deduction of any sums already incurred by the Mountain Guide for the Activity (reservation or travel costs, etc.).

If the minimum number of participants set is not reached for carrying out a collectively organized Activity, the Mountain Guide may decide not to carry out the Activity. In this case, the amounts paid by the Customer(s) are refunded.

- In the event of cancellation of the Activity by the Client(s):

- Up to 30 days before the start of the Activity: the deposit is returned, unless amounts already committed or advanced.

- From 30 days to 4 days before the start of the Activity: the deposit is due.

- Less than 4 days before the start of the Activity: the full price is due.

Technical and physical prerequisites – Background

Technical, physical or experience prerequisites may condition the Client's access to the Activity. The Customer who wrongly declares to respect these prerequisites, and who has a technical, physical or experience level lower than that declared, is entirely responsible for the consequences of all types which could result therefrom.

In particular, the Client must declare to the Mountain Guide any health problem, medical history, one-off or long-term treatment, accident, likely to affect his physical or psychological health, as well as any particular apprehension (vertigo, history of accident, fears, etc.).

Organization of the Activity

Timetable: For the smooth running of the Activity, the Client undertakes to respect the communicated meeting times punctually.

Failure to respect the appointment time by the Client may result in modification of the Activity.

Number of participants: A maximum number of participants can be set for each Activity taking into account customs and habits, the physical and technical level of the participants, and the weather and terrain conditions.

In the event of an Activity organized collectively, a minimum number of participants may be set, as well as the date from which an insufficient number of registrants does not allow it to take place.

Material

Collective equipment: The price includes collective and safety equipment.

Individual equipment: The Client has his own technical and safety equipment adapted to the Activity carried out, in accordance with the instructions provided.

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

If there is any doubt about the obsolescence or unsuitability of their personal equipment, they should contact the Mountain Guide.

The Mountain Guide may be required to provide the Client with the technical and safety equipment necessary to carry out the Activity, in which case the Client undertakes to wear and use this equipment throughout the activity, unless otherwise indicated. expressly contrary to the Mountain Guide.

Responsibilities - Specific environment

Mountaineering takes place in a specific high mountain environment, which involves objective and random natural risks (rock falls, seracs, crevasses, avalanches, etc.). Supervision by a Mountain Guide does not make these natural risks disappear. The participant is aware of the dangers to which he is exposed.

The Mountain Guide is subject to an obligation of safety of means and not of results. He implements all means at his disposal, including renunciation, to prudently and diligently ensure the safety of the participant, who maintains an active role in carrying out the activity. The participant ensures his own safety and that of third parties. He must respect the rules of safety and behavior which arise from common sense, as well as those transmitted by the Mountain Guide.

It is recalled that any activity other than mountaineering that the Practitioner may be required to practice during the outing (cycling, swimming, gathering, paragliding, etc.), is practiced under the exclusive personal responsibility of the Practitioner. , the liability of the Mountain Guide cannot under any circumstances be incurred as a result.

Insurance and Rescue

The Mountain Guide benefits from professional civil liability insurance in France and throughout the world which covers damage resulting from their actions as a professional, including search, rescue and repatriation costs:

ALLIANZ RC pro, contract no. 62423633, guarantees the financial consequences of civil liability that may be incurred due to bodily injury, material damage, or immaterial damage caused to others, during or on the occasion of activities. However, it is specified that outside France, this insurance cannot replace any foreign legal obligation requiring insurance on site and, consequently, does not exempt the Subscriber from the obligation to obtain insurance in accordance with the texts local.

ALLIANZ Assistance, assistance insurance, contract n°922149, for all activities relating to the profession of guide mentioned in the contract. Telephone number: +33 1 40 25 52 28

This insurance does not replace the Customer's individual civil liability for damage he causes to himself or to third parties, or which results from an external natural phenomenon.

It is up to the Client(s) to take out individual civil liability insurance for the practice of mountaineering and mountain sports, without limitation of location and altitude, including assistance, search, rescue and repatriation.

The Mountain Guide informs the Client that he has the option of taking out annual or daily insurance, it being specified that it is the Client's responsibility to ensure that the required guarantees are actually covered.

Image rights

The Client authorizes the Mountain Guide to use without limitation for promotional and commercial purposes, by means of reproduction, representation, projection and adaptation, the images (photos and videos) taken during the supervised Activity, unless otherwise indicated. expressed by the Client before the start of the Activity.

The parents of the minor Client grant the Mountain Guide authorization to use the images of the minor Client under the same conditions.

Dispute resolution and applicable law

In the event of a dispute, the customer must send a registered letter to the mountain guide to explain their complaint and promote an amicable settlement. The mountain guide has two (2) months to respond, and if there is no response or if it does not suit the client, the latter may, in accordance with article L.612-1 of the Consumer Code, contact the Mediator of consumption MCP Mediation:

Either online at: www.mcpmediation.org and complete the referral form;
Or by post: MCP Médiation, 12 square Desnouettes – 75015 Paris.

The reference language for settling any disputes is French. All disputes will fall within the jurisdiction of the courts to which the Mountain Guide's head office depends.

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 limit the processing of your data, or ask any other question, by contacting the mountain guide.

If you believe, after contacting us, that your “Computer and Liberties” rights are not respected, you can consult the site cnil.fr or send a complaint to the CNIL.