



## TERMS & CONDITIONS

### Teaching and supervision of mountain biking and other disciplines assimilated by instructors of the 73TRACKS MTB SCHOOL.

#### Legal notice :

SAS Tarentaise Bike / 73Tracks

President : Cotte Fabien

Managing director : Alexis Schaeffer

Mail : [contact@73tracks.com](mailto:contact@73tracks.com)

Tel : +33(0)6 46 26 22 04

SAS with a capital of 8000 €

RCS CHAMBERY 839 899 739 00016

APE / NAF CODE : 9319Z

VAT Number: FR 69 839 899 739

Head Office: 120 Rue Saint Antoine de Padoue, 73210 La Plagne Tarentaise – France

Professional Civil Liability : MMA, N° 145045530

Website host : OVH

---

#### Article 1 : Services

All instructors at 73Tracks Bike School hold an official mountain bike diploma validated by the French State, and a valid professional card authorising the teaching and supervision of all mountain bike activities.

Mountain bike lessons are conducted in a group or individually (one-to-one). To enable the smooth running of group lessons participants must be at a similar level. The 73Tracks Bike School is unable to physically pre-assess all levels of each participant prior to reservation, therefore each participant is responsible for choosing the correct technical level according to the level descriptions provided.

73Tracks Bike School reserves the right to move a participant whose level does not correspond to the original declaration into a group more suited to their level. The change of group is subject to availability, plus the capabilities of other members in the group. Participants are not able to claim any reimbursement or compensation for these types of changes.

Mountain biking has an elevated risk element. Reasons, including environment factors, make it an extreme sport activity. The practice, therefore, requires the participant to personally take care of their own safety and that of third parties. The instructors responsibility is limited to an obligation of means and it's the student's responsibility to follow instructions of the instructor at all times.

Lessons can take place over several days, consecutive or non-consecutive (mornings or afternoons).

## **Article 2 : Insurance**

The 73Tracks Bike School Professional Civil Liability insurance information is as follows.

Contract number: 145045530, SARL SAGA - Exclusive agent MMA N ° ORIAS 09046847  
www.orias.fr 5 RUE PIERRE SEMARD BP54 69922 OULLINS CEDEX Tel 0478517233 [jean-francois.bellet@mma.fr](mailto:jean-francois.bellet@mma.fr).

All instructors are state-certified and have an individual professional civil liability insurance cover for any damage caused to a third party.

73Tracks Bike School cannot be held liable for accidents caused to a third party by other participants. All participants must have their own personal liability insurance.

73Tracks Bike School cannot be held responsible for any breakage, deterioration, theft of rented or personal equipment.

The purchase of the “Lessons + Equipment” package deal does not include any insurance and no liability will be held on behalf of 73Tracks Bike School.

73Tracks Bike School does not offer any personal or equipment insurance. It is strongly advised to take out an insurance specific to mountain biking, as well as repatriation assistance covering search and rescue costs. It is worth checking the clauses of your insurance provider to see if cover is provided. In the even of a claim, all declaration formalities must be carried out by the participant and not 73Tracks Bike School.

## **Article 3 : Prices / Registration / Payment**

### **3.1 : Prices**

All prices of 73Tracks Bike School are presented on the company website.

Depending on the option chosen, prices include teaching/guidance from a professional, qualified instructor. Equipment rental can be included within the ‘Package deal’. Please note, other services such as insurance, lift pass and accommodation are not included.

### **3.2 : Registration**

Reserving any of 73Tracks Bike School services implies full acceptance of all terms and conditions outlined.

Group lessons are organised according to age and level of the participants. For a group lesson to take place a minimum number of 3 participants per group lesson is required. If the minimum number is not achieved, 73Tracks Bike Camps reserves the right to suspend any services or consolidate lessons.

73Tracks Bike School ensures the availability of courses offered at the time of booking. Lessons are reserved for specific dates and times, however 73Tracks Bike School reserves the right to modify dates and times, if necessary, for reasons such as weather, ski lift closure and staff.

Upon full payment the booking is confirmed and a reservation voucher is provided as proof of purchase.

All participants must have (1) a working lift pass for the lesson, (2) a personal insurance covering against risks specific to mountain biking.

## **Article 4 : Cancellation or interruption by the customer**

- For any cancellations of group or private lessons they must be canceled before 12:00 the day before the lessons take place. If done afterwards there will be no refund.
- Please note, if you have a cancellation insurance, the latter will take care of processing your cancellation request. You must contact your insurance company directly.
- If you do not have a cancellation insurance, and subject to circumstances beyond our control, such as 'force majeure' with documentation proof\*, 73Tracks Bike School will reimburse the price paid minus a 10% processing fee for any transaction made over 20€.
- In the absence of a 'force majeure' or no documented proof\*, it is at the discretion of 73Tracks Bike School to reimburse. Upon this type of cancellation a reimbursement of the price will be refunded minus a 10% processing fee and minus an additional 10% compensation fee.
- In the event of an interruption of the service by the participant for any reason whatsoever, for group or private lessons or guiding, no refund may be claimed.

*\*Supporting document: medical certificate signed by a doctor specifying the students inability to practice mountain biking for the duration of the course.*

## **Article 5 : Cancellation / Interruption due to the MTB School**

### **5.1 : Cancellations and Interruptions**

73Tracks Bike School reserves the right to cancel or interrupt any sessions, such as any event of circumstances beyond our control like a 'force majeure'. For example, if the TOTAL closure of lifts or mountain bike runs happens during the entire allotted session time slot, then 73Tracks Bike School will refund the total amount paid.

### **5.2 : Weather / Faults / Incidents**

The changing weather conditions, the breakdown of a lift, or any other incident which causes an interruption to the service, cannot be attributable to 73Tracks Bike School, and a refund or postponement cannot be requested.

## **Article 7 Exclusion**

73Tracks Bike School reserves all rights to exclude any participant whose behaviour disturbs the smooth running and safety of the session and third party participants. This includes endangering others or oneself. In this case no refund can be requested.

## **Article 8 : Image rights**

All participants agree to the free capturing and reproduction of visuals (photo and film), both individually and collectively. These visuals can therefore be used for any advertisement or promotional activities for the 73Tracks Bike School.

## **Article 9 : Settlement of disputes**

In the event of a dispute all parties will endeavour to resolve amicably any difficulties that may arise. If no amicable agreement can be reached then the disputes will be governed exclusively by the rules of French law. All disputes, whatever the nature, will come under the jurisdiction of French civil and commercial courts, including ruling on matters of interim measures.