

# TIGNES SNOWMOBILE SCHOOL

## HIRE AND ACTIVITY TERMS AND CONDITIONS

### 1) GENERAL CONDITIONS

Tignes snowmobile cited as the « organiser » offers to a client cited as the « client » a snowmobile introduction and discovery activity. This activity is governed by the following clauses and conditions to be accepted by all clients.

### 2) MATERIEL

The client must accept receiving the vehicle in good working order (both in appearance and maintenance).

The client does not have the right to claim compensation for the delay in delivery of the vehicle, cancellation of the activity before or during the activity.

**Any damage linked to misuse of the vehicle and/or non-respect of instructions or negligence on the behalf of the client remains entirely the responsibility of the client.** Any resulting financial and legal costs incurred from misuse (repairs, new parts, labour costs, immobilisation of the vehicle) are to be paid by the client. Repair costs and the assurance assessor's expenses are to be paid in full by the client. The organiser is the sole decision marker in terms of the repairs. If any damage is incurred, the client must pay an initial sum of 800 €. When the repairs are completed, the organiser will issue an invoice showing the total expenses incurred and refund the difference to the client if the sum is less than 800€ or request further payment if the total is over 800€.

### 3) STATUTORY LIMITATIONS

The driver must be not disabled or handicapped in anyway that may hinder his ability to drive the vehicle or endanger any third party. The organiser has the right to refuse or withdraw use of the snowmobile to any person under the influence of alcohol, drugs or any other substance that may interfere with his capacity to drive with no compensation or refund. Any driver, who is victim of an accident under the influence of the above-mentioned substances, will be held entirely responsible for their actions.

Before each trip, a short training session is organised for all participants covering the correct and safe use of the vehicle. Therefore the organiser may immediately impose sanctions if these guidelines are not respected.

**The driver has full control of the driving of the snowmobile and the transportation of its passenger.**

The group should progress in single file behind the guide with a 10 to 15 metres space in between each snowmobile. No overtaking is allowed.

Helmets are compulsory for all participants (driver and passenger).

The driver must wear the security bracelet (emergency stop) attached to the wrist.

### 4) RATES AND PAYMENT

The activity must be paid for in advance and only in one of the forms of payment accepted by the organiser.

The price includes any necessary guiding to and from the resort to the activity venue, training session, hygiene and security equipment and the snowmobile.

The person who signs the terms and conditions undertakes, in his/her own name, the full respect of the terms included in the contract by him/herself as well as the people he/she represents. Ours prices are for information only and are not contractual.

### 5) INSURANCE

The organiser certifies that he holds public liability organisers insurance and vehicle operators public liability insurance.

### 6) ACCEPTANCE OF CONDITIONS

All terms included in this document are deemed essential and without acceptance the contract cannot be acknowledged by the organiser.

### 7) COMPETENCE

All disputation of the interpretation of the present contract or its implementation remains within the responsibility of the jurisdiction located nearest to the organiser's head office.

Date in Tignes -----

NAME-----

FIRST NAME-----

Handwritten phrase

«Read and approved »

Signature: -----