

## GENERAL CONDITIONS OF OUTINGS

Between EQUILIBRE VERTICAL and the CLIENT, it was concluded the following contract:

### 1 - OBJECT

- This contract is for the sale of a leisure activity by EQUILIBRE VERTICAL which has an accreditation of French Minister for Sports: 06913ED0356.
- This contract is concluded after the CLIENT have completed and signed registration form dedicated to the joint activity in this contract.
- This contract applies to all natural persons mentioned on the registration form, hereinafter referred to as the PARTICIPANTS. PARTICIPANTS and the CUSTOMER are integral.
- This contract is the only part of the legal relations between the CLIENT and EQUILIBRE VERTICAL. Commitment is an immediate effect at the date of payment of the price of the activity or payment of a deposit by the client.

### 2 – DURATION

The CUSTOMER is engaged with EQUILIBRE VERTICAL for the duration of the activity listed on the registration form.

### 3 - BENEFITS AND CONDITIONS

- The activity is supervised by a mandated MONITOR of EQUILIBRE VERTICAL, holder of diploma DEJEPS of Canyoning and / or DEJEPS of Climbing in Natural Area or equivalent.
- The PARTICIPANTS in the activity are part of a group supervised by a MONITOR whose size (number of people) is set such that the MONITOR can ensure the safety of PARTICIPANTS in respect of possible regulations on the location of the activity.
- During the activity only, PARTICIPANTS are the responsibility of the MONITOR of EQUILIBRE VERTICAL. Transportation to and from activity sites (parking at the upstream and downstream of a canyon, parking a cliff, common parts such cloakrooms and toilets of a CAS) are notably excluded from the MONITOR area of responsibility.

### 4 - PRICE AND PAYMENT

- Registration takes place online on the Bookeo website or by completing a registration form in PDF format. The online registration confirmation email or the registration form signed by the CLIENT serves as the contract.
- Payment of the total activity price is required upon email confirmation of registration or upon receipt by the CLIENT of an invoice in PDF format. The client has the option of paying a 20% deposit of the total activity price.
- Payment of the total activity price must be made before the start of the activity.
- Accepted payment methods are: cash, ANCV holiday vouchers, bank transfer or credit card, and gift vouchers purchased from Equilibre Vertical. Gift vouchers and workshops must be paid for exclusively by bank transfer to the following account: FR40 2004 1010 0719 2288 5R03 857.
- Gift vouchers are non-refundable. The validity date can be extended by one year only once upon written request or email. In the event of a price change for an activity indicated on the gift voucher, the price of the activity at the time of booking will be charged.

### 5 - REQUIRED DOCUMENTS

- Each PARTICIPANT acknowledges having provided at time of registration, a medical certificate favorably concluding practice activities offered by EQUILIBRE VERTICAL. Otherwise, each PARTICIPANT hereby confirm having passed a medical examination leading to the same conclusions.
- In addition, any change of residence of the CUSTOMER will be reported. Otherwise, the address on the contract will remain valid.
- Each PARTICIPANT must provide documents allowing him to benefit from a preferential rate. Assuming a PARTICIPANT would be placed on a tariff which it is not entitled, EQUILIBRE VERTICAL may, what the CUSTOMER formally accept, cover the expense of the latter, the difference between the price paid and the full fare.

### 6 – INSURANCE

- Each PARTICIPANT must have a civil liability insurance certificate covering the underwritten business. Personal accident insurance covering underwritten activity is highly recommended.

- Each MONITOR mandated by EQUILIBRE VERTICAL are insured for damages engaging his own civil liability.
- Responsibility for EQUILIBRE VERTICAL will not be engaged in case of accident resulting from non-compliance with safety instructions provided by the MONITOR during activity or inappropriate use of facilities, equipment or non-compliance belaying techniques specific to climbing.
- Attacks on the physical integrity of any kind, pecuniary loss or personal, should be a personal insurance subscribed by the customer with the company of his choice.
- In case of accident, the customer must make a declaration immediately with EQUILIBRE VERTICAL, under penalty of inadmissibility.

### 7 – CANCELLATION

- It is agreed that in the event of cancellation by EQUILIBRE VERTICAL of the activity booked by the CLIENT, EQUILIBRE VERTICAL undertakes to fully reimburse the sums paid by the CLIENT. The CLIENT may choose to reschedule the activity; this contract will then remain valid.
- The activity may be cancelled by the CLIENT before the date indicated on the registration form: between 7 days and 48 hours prior with a 20% charge of the total price of the activity, and 48 hours prior with a 100% charge of the total price of the activity.
- EQUILIBRE VERTICAL may offer the CLIENT, under specific conditions (such as a job relocation, family reasons, or an accident affecting one or more PARTICIPANTS), the option to cancel the activity free of charge.

### 8 – MODIFICATION

- Any modification of the identities of the PARTICIPANTS is free of charge and must be notified in writing by the CLIENT.
- Any increase in the number of PARTICIPANTS will be made free of charge under the pricing conditions initially applied at registration.
- Any downward modification of the number of PARTICIPANTS notified by the CLIENT more than 48 hours before the activity will be free of charge.
- Any downward modification of the number of PARTICIPANTS notified by the CLIENT less than 48 hours before the activity does not give the right to any refund. The sums not paid by the customer would remain due. A non-nominative credit for the amount of the service not performed may be issued.
- If one or more PARTICIPANTS were absent on the date of the activity without having informed EQUILIBRE VERTICAL in advance, the full price of the training would remain to be paid by the CLIENT.
- EQUILIBRE VERTICAL however offers the CLIENT the possibility of benefiting from a reimbursement of the service not provided under specific conditions: unforeseen professional transfer or family reason, death of a loved one, illness or serious accident affecting one or more PARTICIPANTS or their relatives, other case of force majeure.

### 9 – TERMINATION

- EQUILIBRE VERTICAL may suspend or immediately terminate the contract without notice if one or more PARTICIPANTS had a behavior that could pose a danger or inconvenience to themselves or to other practitioners in the activity.
- The consumption by one or more PARTICIPANTS alcohol or drugs proven before the activity can lead to the cancellation of the contract without reimbursement from EQUILIBRE VERTICAL. The services subscribed by the customer remain due.

### 10 - IMAGE RIGHTS AND PROTECTION OF PRIVACY

- EQUILIBRE VERTICAL may use images (videos and photos) performed during practice for the needs of business information in different media (brochures, blogs, websites) unless the CUSTOMER explicitly objected in writing. However EQUILIBRE VERTICAL may not assign the rights of these images to anyone without the approval of the CUSTOMER.
- In accordance with the Data Protection Act 1978, the Customer has a right of access and correction of personal data concerning him. Through us, the Customer may be required to receive information, offers from other companies or associations. If the CUSTOMER objects, it is sufficient to indicate in writing to EQUILIBRE VERTICAL.