Terms and Conditions

All bookings with NATURALTITUDE.COM are referred to as 'Caroline De Klerk' and are subject to these terms and conditions. Please read these terms and conditions before making any payment.

1. GENERAL

1.1 All bookings made with Caroline De Klerk either directly or indirectly for any lessons, instruction, coaching sessions, guiding or other activities (hereafter referred to as "Lessons") and provided by Naturaltitude.com or other instructors working for Naturaltitude.com as may be applicable, are subject to the terms and conditions set out here in (the "T&Cs").

1.2 By making a payment with Caroline De Klerk, you confirm that you have read and agree with the T&Cs. However, you should also be aware that there may be additional terms and conditions specific to your booking.

1.3 By making a booking with Caroline De Klerk, you confirm that you are the one undertaking any lessons booked, and/or that you have the authority to make a booking for lessons for other people as part of the booking being made, and that all individuals or groups to which the booking applies have read and agree to these terms and conditions. You should make particular note of the terms relating to insurance and by making a booking whether for yourself or others, that all parties are adequately insured for the Lessons being undertaken.

1.4 For the avoidance of doubt, the terms "You" and "Your" where they relate to the booking or Lessons or the person making the booking, also apply to any other persons who are part of a booking being made.

2. INSURANCE

2.1 It is your responsibility to obtain sufficient insurance cover for all activities which are to be undertaken during your Lessons. If you are booking for someone else's Lessons, then either you or them have responsibility for making sure all those taking Lessons are adequately covered. For the avoidance of doubt Caroline De Klerk has no responsibility or liability in the event that you have not adequately insured yourself or others receiving Lessons.

2.2 You confirm that at the time of any Lessons you will be adequately insured for all the Lessons you or those booked on the Lessons are undertaking. For the avoidance of doubt this may include skiing, telemarking, snowboarding or snowshoeing ("Snowsport Activities") in which you will be participating, and this may include, but not be limited to, piste skiing, off-piste skiing, telemarking or snowboarding, racing or competition training, ski touring, heli-skiing and/or any adaptive Snowsports Activities as may be relevant.

3. PAYMENT AND BOOKING

3.1 You will be advised of the total price of any Lesson/s ("Price") and the payment method at the time of booking.

3.2 Please note some payment methods incur surcharges.

3.3 The booking will be considered as secured when the amount of 30% of the sum will be received in Caroline de Klerk's bank account. The rest of the sum, that is 70%, shall be paid at the start of the lesson.

3.4 When making a payment please be aware:

Prefered payment method is SEPA. Otherwise Direct Bank Transfer and PAYPAL can be accepted

Invoices will be issued in Euros and must be settled in Euros.

Therefore any PAYPAL or international money transfers which originate in a non-euro denomination must accept all charges for the payment process to complete.

For the avoidance of doubt, the amount invoiced in Euros must be the amount which clears in Caroline De Klerk's Euro account.

3.5 In the event where payments are received but need to be returned, the amount returned will be the invoiced amount minus any fees incurred in returning the payment to you.

3.6 Prices are correct as of time of booking.

3.7 Lesson places are not transferable. The lesson/s booked must be taken by the named person unless previously agreed by Caroline De Klerk.

4. CANCELLATION

4.1 If you cancel your booking more than 40 days before the Lesson Start Date, you will be entitled to a full refund of any amount paid towards the Price less any charges incurred in returning this money to you.

4.2 If you cancel your booking between 40 days and 10 days before the Lesson Start Date, you will be entitled to a refund of 50% of the amount paid towards the Price less any charges incurred in returning this money to you.

4.3 If you cancel your booking 10 days or less before the Lesson Start Date, you will not be entitled to any refund and will be responsible for payment of the Price in full. It is strongly recommended that you take out cancellation insurance.

4.4 In the event of cancellation or curtailment of your lesson or inability to ski for any reason out of your Instructor's control (including but not limited to lift or resort closure, weather conditions, road closure, snow conditions, your illness or injury or your non-attendance), you will not be entitled to a refund of the price.

4.5 If your Lesson is cancelled by your Instructor, she will endeavour to arrange for an alternative instructor of an equivalent standard to take the Lesson (subject to your prior agreement). Whether an alternative instructor cannotnot provided, you will be entitled to a full refund of the price (including any Deposit) for the cancelled lesson. For the avoidance of doubt [and pursuant to paragraph 7 below] your Instructor will have no responsibility for any additional costs incurred and you shall not be entitled to compensation or other payment in respect of such additional costs incurred.

5. PUBLICITY MATERIAL

5.1 Photographs, videos and names of clients may be used in publicity material and social media relating to Caroline De Klerk. By making a booking you confirm your consent to any such photographs being used. Please inform your Instructor if you do not give consent to any such videos or photographs being used for this purpose.

6. STANDARD OF SERVICE

6.1 If you are not completely satisfied with your Instructor's service or your Lesson, please let her know as soon as possible and she will make her best efforts to meet your expectations. If you have any particular needs or requests, you should advise your Instructor at the start of (or in advance) of your lesson.

6.2 Your Instructor carefully considers the standards of her clients as well as the conditions to design a program of lessons, meeting points and ski routes. However these arrangements are subject to change at any time in light of prevailing conditions.

6.3 While you are in the care of your instructor you should respect the professional's' judgements made by her and follow all safety considerations.

6.4 Your instructor, and any instructor provided for by Caroline De Klerk, holds the internationally recognised French Ski Instructor degree, the Carte Professional and full French liability insurance.

7. LIABILITY

7.1 Your Instructor shall not be liable to you for any loss or damage suffered (whether direct or consequential), howsoever caused, as a result of your participation in the lessons to the full extent permissible by law.

7.2 Skiing and snowboarding like all sports entails risks. The FIS Rules of Conducts purpose is to avoid accidents on the piste. This code must be considered an ideal pattern of conduct for a responsible and careful skier or snowboarder. The FIS Rules apply to all skiers and snowboarders and all are obliged to be familiar with and to respect them. Any skier who fails to follow this code, could expose him or herself to civil and criminal liability in the event of an accident. By making a booking you confirm you have read and understand the FIS rules of conduct <u>HERE</u>

7.3 All participants of the lesson should wear a correctly fitted snowsports specific helmet.

8. DISCLAIMER

8.1 By making a booking you confirm that you understand that you will be taking part in physical activity in a mountain environment so make sure that you and your equipment are in a fit and safe condition for your lesson and for any Snowsport Activities you are taking part in. Please make your Instructor aware of any injuries or illness which they should be aware of at the start of (or in advance) of your lesson.

9. GOVERNING LAW

NATURALTITUDE.COM

9.1 Bookings will be governed by, and construed and interpreted in accordance with the French Law and the French Courts shall have exclusive jurisdiction to determine any matter arising in relation to these T&Cs or your participation in any Lessons with Caroline De Klerk.

If you have any questions about these terms and conditions please e-mail asknaturaltitude@gmail.com.