GARDERIE 2000 GENERAL SALES CONDITIONS

# The «Garderie 2000» Association of les Arcs

**Legal structure:** Association under the law of 1901

**Address**: Association GARDERIE 2000,

Résidence Lac des Combes Arc 200 73700 Bourg St Maurice

France

**Telephone:** +33 (0)4 79 07 64 25

**E-mail:** garderie2000@wanadoo.fr

The «Garderie 2000» Association is approved by the *Protection Maternelle et Infantile (P.M.I.) de Savoie (73)*

At our counter, on our website, by telephone or by any other means of remote communication you can register for the nursery’s services supervised by small child care professionals.

For on-line sales, all you have to do is follow the on-line registration instructions and your order will be forwarded electronically to the Garderie 2000.

For other sales avenues, please contact the Garderie.

Registration for the nursery’s services implies pure and simple acceptance of these general conditions.

## ARTICLE I – SERVICES

All the supervisors have obtained a diploma allowing them to practice in the field of small child care, whether it be a small child care qualification, a state diploma as an infant care assistant, teacher of nurse.

Supervision will be carried out by a team of small child care professionals to take care of the day-to-day needs and activities of the children in an exceptional and fun setting.

The nursery can accommodate children aged from 14 months to 8 years and reserves the right to offer several entertainments according to the child’s age.

Snacks are included in the nursery’s facilities in both the morning and the afternoon.

However, meals can be at the client’s choice and, for a supplement, be included in the nursery’s facilities.

It is up to the parents or guardians to bring to the nursery the personal effects which are essential for the children such as their comforter, dummy, a change of clothing and nappies for the smallest ones.

## ARTICLE II – THE NURSERY’S RESPONSABILITY

The nursery is well insured for professional public liability with AXA ASSURANCES covering small child care professionals in the exercise of their duties against harm to third parties as well as the children while they are in the charge of the professionals.

The client and/or the child alone is responsible for their equipment. The small child care professionals cannot be held responsible for harm caused by this equipment or in the event of its theft or deterioration.

## ARTICLE III – PRICES / REGISTRATION / PAYMENT

* 1. *: Prices*

The nursery’s prices are displayed on the website, accessible from assogarderie2000.com

The prices shown include the services of a small child care professional, but do not include any other facility such as the provision of a meal unless this option is chosen by the client.

Accordingly, and before the time allotted for the beginning of the care, children must be insured against the risks inherent in taking part in sport in a mountain environment for children aged 3 years and over (public liability, rescue costs, etc.)

* 1. *: Instructions for registration and payment*
		1. *: The different sales methods:*

*You must read the reservation procedure shown on this site.*

*To register, you need to send a reservation form accompanied by full payment by cheque, bank transfer or holiday cheque. Payment represents the completion of the contract. Once payment has been made, you will receive a confirmation e-mail.*

*If payment is not made within ten days, your reservation will be cancelled.*

## You must subsequently provide the following items (\*documents sent at the time of registration)

* **The information form \***

## Signed operating regulations\*

* **Permission for photographs and videos\***

## A copy of the health record (compulsory vaccinations)

* **Public liability insurance**

These documents must be handed to us no later than the start of the care or sent by e-mail in advance to the following address garderie2000@wanadoo.fr

Payment in full is required at the time your reservation is sent .

This payment marks the completion of the contract. It is confirmed by e-mail.

## ARTICLE IV – PROTECTION OF PERSONAL DATA

The information provided to us and included with the registration form, such as the copy of the health record and your public liability insurance, will be deleted at the end of the service.

## ARTICLE V – RIGHT OF WITHDRAWAL NOT APPICABLE WHATEVER THE MEANS OF RESERVATION (ON LINE OR AT THE COUNTER)

The right of withdrawal within 14 days provided for by article L221-18 of the Consumers’ Code is not applicable for services offered for sale in accordance with 12° of article L.221-28, involving the provision of leisure activities which must be provided on a fixed date.

## ARTICLE VI– CANCELLATION OR INTERRUPTION BY THE CLIENT

*6.1: Cancellation before the start of the service with full payment*

* + 1. *Cancellation ahead of the 15 days preceding the start of the service:*

If you have taken out personal cancellation insurance, please refer to that

If you have not taken out insurance

The nursery will offer to postpone the service if possible and, if not, will refund the full amount paid less administration costs (10 % of the transaction with a minimum of 20 euros)

* + 1. *: Cancellation during the 15 days preceding the beginning of the service:*

If you have taken out personal cancellation insurance, please refer to that

If you have not taken out insurance

The Garderie 2000 association will retain 50 % of the price paid.

*6.3 : Interruption during the service:*

A refund will only be made on presentation of a medical certificate submitted to the association.

The day on which the medical certificate is submitted will be invoiced, this day will be considered as the waiting day, a refund will be made for the following days.

The nursery will offer to postpone the service if possible. If not, it will refund the unused portion in the form of a credit calculated on the basis of unit prices less administration fees (10 % of the transaction with a minimum of 20 euros).

## ARTICLE VII – CANCELLATION / INTERRUPTION / EXCLUSION BY THE NURSERY

* 1. *: Cancellation/interruption*

In application of decree n°2007-230 of 20 February 2007 relating to establishments and services receiving children aged under six years:

The nursery reserves the option of cancelling or interrupting nursery services should there be an insufficient number of child care professionals based on the ratio of at least one adult for every five non-walking children and one adult for every eight walking children (decree relating to establishments and services receiving children aged under six years, published 8 June 2010 in the official journal) or if the child does not adapt to the group.

As well as in the case of infectious illness.

* 1. *: Refund*

In one of the cases referred to in article 7.1: the nursery will refund the amounts paid by the client in the event of cancellation of the service and in the case of interruption will grant the client a credit calculated on the basis of the unitary price.

Refunds will be made by cheque

* 1. *: Exclusion*

The Garderie 2000 reserves the right to exclude any person whose behaviour is of a type that disrupts the operation and safety of the service. In this case, the client will not be entitled to any refund.

## ARTICLE VIII – SPECIAL COVID-19 INFORMATION

For all reservations subject to cancellation because of COVID-19, the full amount paid will be on presentation of proof (such as a medical certificate or a copy of an official decision):

* Carried forward if possible, otherwise,
* Refunded.

In the event of an interruption of the service due to COVID-19, the amounts paid will be carried forward if possible, otherwise refunded « pro rata temporis ».

## ARTICLE VIIII –SETTLEMENT OF DISPUTES

The parties will make every effort to reach an amical resolution of any difficulties which may arise in the fulfilment of the contract. If no amical settlement is reached, all disputes relating to the validity, interpretation and fulfilment of this agreement will be governed by French law alone.

All challenges whatever their nature, will fall within the jurisdiction of the French civil and commercial courts, including ruling on summary proceedings.