

# GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES OFFERED BY FRANCE LANGUE

These General Terms and Conditions apply to the services offered by France Langue school (French courses, packages including accommodation, cultural activities, etc.) and purchased by the student (the client) either directly from the School or from an intermediary (particularly an agent).

By signing the School enrolment form, the client unreservedly accepts these General Terms and Conditions as well as the Internal Regulations to which they refer. By registering with the school, the student agrees to attend the classes and to respect the SCHOOL's rules of procedure.

## 1 – PURPOSE

These General Terms and Conditions set out the obligations imposed on each party as well as the terms and conditions according to which France Langue shall provide the client with the services purchased by the client.

If required, due to the specific nature of the service purchased by the client, the General Terms and Conditions may be supplemented by Special Terms and Conditions, which shall be inseverable from these General Terms and Conditions. In the event of a contradiction between the two documents, the Special Terms and Conditions will prevail.

## 2 – TERMS AND CONDITIONS FOR ADMISSION

The student must be at least 17 years old in order to benefit from the services offered by the School, and at least 18 years old to benefit from our accommodation services. Minor and foreign students must meet specific terms and conditions of admission (see below).

## 3 – FINANCIAL TERMS

In order to benefit from the services offered by the School, the following fees must be paid in euros:

3.1 Enrolment fee. This fixed, non-refundable fee covers the administrative costs relating to the Student's course of study at the School. It applies to all courses followed at the School for a period of one year (as of the course start date).

3.2 Tuition fees. Tuition fees vary depending on the duration (a week, a term or a year), frequency (intensive or extensive) and type of course chosen (one-to-one, group, au pair, exam preparation, combined, etc.).

3.3 Cancellation fees. Should a client cancel a confirmed course, a cancellation fee shall be due to the School (see below).

3.4. Bank fees. The client will be charged for any bank and/or interbank charges borne by the School, particularly if a course is cancelled (see clause 8). Bank fees are fixed at a flat rate: 40€ for citizens from countries outside of the European Economic Area and 10€ for citizens from countries of the European Economic Area.

## 4 – ENROLMENT FORMALITIES

### 4.1 Formalities to be completed by all clients

Client may enrol in three ways:

- On our website;
- By e-mail or post;
- Directly at the School (Admissions Office).

The Student must provide the Admissions Office with a recent passport photo, a form of official identification and, if required, a student-visa which is a mandatory prerequisite for the Student to obtain a resident permit for the duration of their studies.

### 4.2 Specific formalities to be completed by minor clients

Students under the age of 18 at the start of the course must provide the School Admissions Office an official authorisation from their legal representative and a copy of their legal representative's certificate of insurance (see clause 9).

#### **4.3 Specific formalities to be completed by foreign Students**

Foreign Students from outside the European Economic Area must meet specific terms and conditions of admission if they intend to stay in France for more than three months.

Pre-enrolment certificate

Students who wish to study at FRANCE LANGUE must include a pre-enrolment certificate ("attestation de préinscription") with their visa application. Students will only be provided with this document if 100% of their tuition fees have been paid. This payment, which must be paid by bank transfer, is specifically for the named Student. It may not be transferred to another student, particularly if the first student's visa is refused.

A pre-enrolment certificate is issued to the named Student and may not be transferred to a third party (particularly if a Student's visa is refused). Pre-enrolment guarantees the Student a place in the School, however no such guarantee is made with regards to the schedule chosen by the Student.

#### **4.4 Definitive enrolment**

Enrolment shall be completed upon presentation of a visa issued by the consulate in the country of origin (covering the entire study period) and after full payment of the tuition fees. The Student shall then take level tests (online or at the School) in order to evaluate the Student's language skills. Upon completion of these tests, the School will inform the Student of the schedule of the appropriate classes with regards to the Student's level.

## **5 – RIGHT OF WITHDRAWAL**

When registering by mail or online, the customer can exercise the right of withdrawal within 14 days. The period starts on the day of the final registration. The customer shall notify his right of withdrawal in writing by registered mail with acknowledgment of receipt. THE SCHOOL will reimburse the customer for the full amount paid within 14 days of the date on which it was notified of the withdrawal. Refund will be made by the same mean of payment that was used for the registration and to the same recipient. However, THE SCHOOL may use a different payment method after getting the customer's approval.

## **6 – PAYMENT**

Tuition and related fees may be paid:

- by bank card (Visa, MasterCard or Eurocard);
- by bank cheque (or euro-cheque) that can be endorsed in France;
- by bank transfer to the School's account (in which case the Student's name must appear on the transfer); or
- in cash (euros only).

An advance payment of 50% of the total sum due is required at time of booking by the client.

Client must pay all sums due to the school at the latest, one week before the start of the course or (for all-in-one packages) one week before arrival in the accommodation.

## **7 – POSTPONEMENT**

Except in specific circumstances, Students who fail to attend a course on which they have enrolled may not postpone the course.

The School does not offer French courses (or any other service) on public holidays, as defined in Article L. 3133-11 of the French Employment Code (Code du Travail). Students are not entitled to a postponement or an extension of the course due to these statutory holiday periods.

## **8 – CANCELLATION AND POSTPONEMENT**

### **8.1 Cancellation by the client**

Cancellation and refund requests must be sent to the School in writing (by letter, fax or email). Cancellations and refunds are subject to certain conditions, as set out below.

In the following paragraphs, the term 'start date' means the date of the first lesson to be attended by the Student upon arrival at the School. It applies regardless of the length of time for which the Student attends the School (particularly if the Student has enrolled for several weeks or terms).

#### 8.1.1 Cancellation before the course start date

##### 8.1.1.1. Clients who purchase a language course (excluding packages)

The School will refund the full amount paid by the client, minus a cancellation fee to cover the various costs borne by the School as a result of the cancellation.

Clients who ask the School to issue a pre-enrolment certificate and who cancel their enrolment due to a visa refusal will be required to pay a cancellation fee of EUR 150.

Clients who cancel their enrolment for any other reason will be required to pay a cancellation fee of EUR 150.

##### 8.1.1.2. Clients who purchase a package from the School

Packages include a language course, cultural activities and/or accommodation...

- If the cancellation request is received by the School more than 30 days before the scheduled start date (before the Sunday for Students who have booked accommodation), the School will retain a fixed fee of EUR 150 to cover the various costs borne by it as a result of the cancellation.

- If the cancellation request reaches the School between 8 to 29 days before the scheduled start date (before the Sunday for students who have booked accommodation), the School will retain a fixed fee of EUR 300 to cover the various costs borne by it as a result of the cancellation.

- If the cancellation request reaches the School less than 8 days before the scheduled start date (before the Sunday for Students who have booked accommodation), the School will retain a fixed fee of EUR 450 to cover the various costs borne by it as a result of the cancellation.

Regardless of the date of cancellation, the cancellation fee retained by the School may not exceed 50% of the total price of the service.

#### 8.1.2 Cancellation after the course start date

No refund requests for cancellation after the scheduled start date will be accepted unless cancellation is due to a compelling and legitimate reason (for example, a serious health issue).

In the event of serious illness, the client must provide the School with a medical certificate as proof of the Student's inability to attend lessons due to health reasons.

#### 8.2 Cancellation and postponement by the School

- If a service is postponed, the School shall provide alternative dates to the client. If the client accepts these dates, the full price originally paid for the postponed service will be allocated to the new service and will constitute full payment of the new service.

If the client rejects the proposed dates, the School will refund the sums originally paid.

Students are advised that in the event of an insufficient number of enrolments, the School may not be able to maintain certain group courses. The minimum number of students required is determined by the school according to the organisational requirements and teacher availability. Students hereby accept this eventuality.

If a group course cannot be provided as initially offered, the school will notify the concerned students no later than 48 hours before the start of their course and will offer as an alternative – as determined by the school – another type of group course or an individual course. If a student rejects the proposed alternative the sums originally paid to the school will be refunded in full.

- Regardless of the specific reasons for cancellation by the School, the School shall make its best efforts to reschedule the cancelled course.

- If a service is cancelled by the School, without rescheduling the cancelled service (in particular if the aforementioned cancellation is due to an insufficient number of enrolments), clients will receive a full refund.

In any case, the School will not be held liable for any damages arising out of the cancellation or postponement of a service by the School.

## 9 – INSURANCE

The School is not liable for the loss or theft of, or damage to, a client's personal belongings on the School's premises. Students are required to take out an insurance covering health, accidents and civil liability as well as cancellation insurance (such as a student travel insurance). Minor Students must provide the School with a copy of their insurance certificate at the time of their enrolment.

## **10 – PHOTOGRAPHY AND FILMING**

THE SCHOOL may take promotional photographs and video footage of students for promotional purposes (brochure, website...) without written consent or notification. Any objections to this must be made in writing by the student or his/her legal representative at the time of the enrollment.

## **11 – BEHAVIOUR**

Should a Student be in breach the School's Internal Regulations, the School's management reserves the right to stop providing all services to the Student at fault, without notice.

## **12 – ACCOMMODATION**

The terms and conditions of accommodation services only apply to students who are more than 18 years. They can be provided upon request and are available on the France Langue website.

## **13 – DATA PROTECTION & USE OF INFORMATION**

In accordance with the data protection legislation (January 6, 1978 amended in 2004), an official statement has been made to the CNIL – French Data Protection Authority (1633376) which gives any student the right to access and rectify the data that affects him/her in a file by making direct contact with those who are holding, and by obtaining a copy of it. To exercise this right, students (or the legal representative for students under 18) need to contact THE SCHOOL in writing.

## **14 – DISPUTE SETTLEMENT**

French tribunals shall have jurisdiction over any dispute arising out of, or related to, the interpretation or performance of any provision contained in the present agreement. Only French law shall be applicable.