

# TERMS AND CONDITIONS

Version 1.5 - Last Updated: 16th Septembre 2024

The following Terms and Conditions are applicable to the following schools:

- **LSF-IEF Montpellier**
- **Newdeal Institut Bordeaux**
- **Ifalpes Annecy**
- **Langue Oze Toulouse**
- **Lyon Bleu International**

Thereafter named "THE SCHOOL".

**By sending a reservation request to THE SCHOOL, the student certifies that they read, understood the present Terms and Conditions, and that they unreservedly accept them in force on the day of the reservation.**

**Presentation:** THE SCHOOL is a learning establishment that designs, offers and delivers training to learn French as a Foreign Language (FLE), both onsite and remotely. The training is covered under the training initiatives category (defined under articles L 6313-1 onwards of the French Code du Travail) **"the act of acquiring, maintaining or perfecting one's knowledge"**.

The legal mentions (licence number, SIREN, headquarters address) are indicated on the training contract given by the school during registration.

Table of Contents:

1. Terms of registrations and payment
2. Modification and/or cancellation conditions
3. Educational Organisation
4. Accommodation
5. Transfers and relocation
6. Insurance
7. Privacy Policy / GDPR
8. Territorial Jurisdiction Clause

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## 1 / Terms of registrations and payment

### 1.1 - For each student registering with THE SCHOOL:

Registration is carried out through the registration form, available on THE SCHOOL's website, or from one of our educational advisors.

Payment of a deposit of 200€ is necessary to confirm a reservation. The deposit will amount to 30% of the course fee in case of registration requiring a visa or a residence permit.

In addition to the price of the courses indicated on the price list, the student must pay a registration fee of 80€ for onsite courses and of 30€ for online courses (non-refundable)

The balance of the payment is to be sent as soon as the request is received, 30 days before the start of classes at the latest.

If the registration is received less than 30 days in advance, it will only be confirmed once the full payment is received.

If the payment is not received 30 days before the start of classes, THE SCHOOL reserves the right to cancel the registration to the classes and the reservation of accommodation.

The student can pay their tuition by credit and debit card, by bank transfer to THE SCHOOL's bank account (bank details given in the reservation documents), or by a cheque in EUROS made out to THE SCHOOL, provided that the payment is received at least 15 days before the start of classes.

Payment needs to be made in euros, regardless of the payment method used. Any and all banking fees applicable to the payment method used will be made at the expense of the student.

### 1.2 - For every stay requiring the obtention of a residence visa for the student:

In the case of registration where a visa / residence permit would be required, the student pledges to start the administrative procedures as early as needed, to ensure the registration is successful (at least 2 months in advance)..

THE SCHOOL cannot be held responsible for the conditions and any change thereof to entry or residence formalities in France.

A pre-registration certificate will be provided after reception of the advance payment mentioned in article 1.1 of the present T&C, by electronic means (email).

#### 1.2.1 - In case of obtention of a visa

THE SCHOOL needs to be informed by the student as soon as the visa is issued by the French authorities.

Once the visa is issued, and at least 15 days before the start of classes, THE SCHOOL will ask for the full payment of the tuition, as mentioned in article 1.1 of the present T&C.

If THE SCHOOL does not receive the necessary information, a reminder will be sent via email 15 days before the start of classes. Without response in the 72 hours following that reminder, the reservation process may be suspended and the authorities (embassy/prefecture) will be informed.

#### 1.2.2 - In case of delay(s) in the visa request

The student can either maintain the initial start date for their training, or change it:

- If the student wishes to maintain the initial date, and is certain that the visa will be issued in time, THE SCHOOL will ask for the full payment of the tuition, at least 15 days before the start of classes.
- If the student wishes to change the start date because the visa will be issued too late, the date can be postponed once at no charge. This modification means that THE SCHOOL will provide a new pre-registration with the new dates.
- After the first postponement request, each new change in the date will be billed 80€. However, in those cases, THE SCHOOL will not be able to guarantee the accommodation conditions proposed during registration.

#### 1.2.3 - In case of visa refusal (duly attested by an official document)

The visa request is rejected and the student needs to cancel their training:

- If the cancellation request is made more than 18 days before the start of classes, a fee of 100€ will be retained on the payment. The registration will not be refunded.
- If the cancellation request is made less than 18 days before the start of classes, a fee equal to 10% of the tuition (up to 450€)

will be retained. The registration fees will not be refunded

Any and all banking fees applied for the refund process will be at the student's expense. Please note that the refund will be made out to the initial payer, through the payment method used during the reservation process.

## 2 / Modification and/or cancellation conditions

**No refund will be made for a late arrival or an early departure. Each course started is owed in full.**

The registration fees are non-refundable.

### 2.1 - General case

- If the cancellation request is made more than 30 days before the start of classes, the advance payment will be refunded, after subtracting 80€ of registration fees
- If the cancellation request is made between 29 and 18 days before the start of classes, the advance payment (up to 450€) will not be refunded.
- If the cancellation request is received between 17 and 9 days before the course start date, a penalty of 50% of the course price, up to a maximum of 800 euros, will be deducted, as well as 100% of the price of the first week's accommodation.
- If the cancellation request is made 8 days or less before the course start date, a penalty of 50% of the price of the course and accommodation, capped at €2,000, will be retained.

Any and all banking fees applied for the refund process will be at the student's expense.

THE SCHOOL commits to respond within 1 week, the date when the request was sent will be used as a reference. The refund will be made within 60 days of the reception of the documents supporting the request.

A group class cannot be converted to an individual class, nor the other way around, at the student's request. The student can ask for a change to another group program for a value and a duration equal or greater to the initial budget and duration. Their demand will only be accepted depending on availability determined by THE SCHOOL, and will only be confirmed after payment of the eventual complement.

### 2.2 - Major cases (illness, death of a relative, accidental injury):

Each party will be exonerated of any responsibility in case of failure to carry out the contractual obligations stemming from the training contract, if that is caused by a major case.

For the purpose of this contract, a major case is defined by an event with **insuperable and overwhelming characteristics, resulting from facts independent of the parties' will**, for example an event or a series of events of a climatic, bacteriological, military, political or diplomatic nature.

THE SCHOOL commits to implement, as much as possible depending on the content, a continuity in the training using digital means or by postponing the training programme.

In a major case, the Student is still liable for the prorated payment of the training prestation carried out by The School.

In case of death of the mother, the father, of a sibling, a descendant or a spouse after the start of classes, a death certificate and a document proving the family relationship and a flight ticket home will need to be presented to the school administration.

In case of an illness occurring after the start of classes and requiring a definitive return to the country of origin (for instance, with the need for a specialist), a partial refund will be made upon presentation of a certificate issued by a doctor practising in France, of any document justifying the event, and of a plane ticket for a return trip to the country of origin, purchased after the onset of the disease. Any illness that can be treated in France will not be the object of a refund.

In those two cases only, the unused class hours will be refunded (any week started is owed), with a penalty equal to the tuition of a week of the chosen program. The registration fees are non-refundable.

Work or study-related necessities, in France or abroad, are not considered major cases.

Risks pertaining to the COVID-19 pandemic are not considered major cases either, and cannot be used to justify a refund request.

In the case where THE SCHOOL would be forced to close following a governmental decision, classes will be taught online, as part of our educational continuity programs, and will not be subject to refunds either.

Cancellation request. Any cancellation and refund request for a major case must be made in writing, addressed to the school's administration and supported by documents justifying the request.

This request can be made before the start of a course, or during a course.

A refund of the amounts paid can be considered if justifying documents are presented (with a certified translation in French or in English), and are subject to approval by THE SCHOOL.

### 2.3 - Requests for modification or postponement of the start/end date of classes

The student can also choose to modify the date when they start their classes or arrive in the provided accommodation if the program has not started yet, or to postpone the date of the end of classes and of their departure from accommodation if their request is made during the program, and the conditions described below are met.

The request must be made to the school administration by email, at least 30 days before the start of classes. This period can be shorter, in major cases only.

The student then has two months after reception of the postponement request email to advise the school of the new preferred date, and to pay the 80€ administrative fee. The new program can start at most 6 months after the day of the request

#### Postponing the end of classes

This request can only be accepted in major cases. The request must be sent by email to their educational advisor, specifying the new requested date and paying the 80€ administrative fee. The new requested date cannot be later than six months after the initial ending date.

For those living with a host family, at a hotel or in a residence: please refer to article 4 "**Accommodation**" of the present Terms and Conditions.

Moving the date of an individual class. For private lessons, no change in schedule will be accepted if the request is made less than 48 hours before the start of the class. The class will be considered taught, and will not be eligible for a refund or any kind of compensation.

Requesting vacations during a long stay. It is possible to request vacations (time off) by requesting them to the educational advisor by email, at least 18 days before the start date of the requested vacations, and under the following conditions:

- Maximum of 2 consecutive weeks for students registered for 13 to 24 weeks.
- Maximum of 2 x 2 consecutive weeks for students registered for 25 weeks or more.

The new end date for the program will be calculated taking into account the vacation time taken. All vacation periods must start on a Monday.

After the first demand, an administrative fee of 80€ will be charged for each new vacation request

If the student is housed with a host family, and if they wish to stay in their accommodations after the vacations, the price will be reduced to 120€/week, whatever the initial option chosen, subject to acceptance by the host family).

Extending the stay. The extension of a student's stay is possible under specific conditions, and is thus not systematically accepted on request. The student needs to get in touch with their educational advisor, who will check the availability for both the classes and the accommodation. The request must be made by email.

### 3 / Educational Organization

#### Minimum Age:

- Adult centre: to be admitted to THE SCHOOL, the student must be at least 18 years old, or 16 years old with parental authorization
- Junior centre: to be admitted to THE SCHOOL, at a junior centre, the student must be between the ages of 13 and 16.

#### Bank/Public holidays and other holidays:

The school is open all year round with the exception of the two weeks of the year corresponding to the Christmas holidays.

The school will be closed on all French public holidays except those on certain days specified by the schools. These dates can be found on the calendar published on the website of THE SCHOOL. Bank holidays will not be refunded, nor compensated.

Number of students per class. THE SCHOOL endeavours to guarantee a maximum of 14 students per class, with an average of 12 students.

Placement test. Every registered student / trainee must take a written placement test before their arrival. The minimum level required to take the general French class is A1 (false beginner).

Absolute beginners can only join the course at the specific dates mentioned on the calendar of the SCHOOL website. Complete beginner student shall complete the KLF online module before his first day of French course (free of charge). If a complete beginner wishes to begin classes outside of the specified dates (up to 2 weeks after the start date), the student will have to complete the KLF special beginner online module before his start date (49€).

### 4 / Accommodation

THE SCHOOL acts as a proxy on behalf of the student and the host (host family, residence, or any other accommodation arrangement).

- With a host family: arrivals on Sundays, departures on Saturdays. Each extra night will be charged at the current rate.

Students who requested that THE SCHOOL find them accommodation arrangements and who wish to change those arrangements after their arrival will have to send a reasoned and documented request to the school administration.

However, the administration reserves the right to refuse such a change if the reasons do not seem sufficient or if THE SCHOOL provides an adequate solution. In that case, if the student maintains their request for a change, the administration will be able to accept the change, charging a fee of 80€.

The students wishing to extend their stay / accommodation arrangements must check on the availability 2 weeks before the start of the new period. To do so, they need to contact THE SCHOOL's educational advisors.

Students wishing to extend their stay but (1) request to change host families or (2) cannot stay in the same accommodations for lack of availability will have to pay the accommodation reservation fees again.

The students will have to acquaint themselves with and accept the terms and conditions and the rules of the accommodations they occupy, and refer to them in case of cancellation or early departure, including major cases.

No refund for students lodged with a host family will be granted for a late arrival or early departure (except in major cases – Cf. article 2.2 of these T&C).

The accommodation search fees will be charged and retained even in the event of a cancellation request.

During July and August, the school cannot guarantee accommodations with a host family if the registration is made less than 18 days before the start of classes.

### 5 / Transfers and relocation

THE SCHOOL acts as a proxy between the student and the transporter.

A student who wishes to be transported from their point of arrival in France to their accommodations must indicate so during their registration on THE SCHOOL's website, or send a request in writing via email to their educational advisor at least 7 days before their arrival. The student must disclose the details of their arrival (flight / train number and exact schedule), as well as an active contact phone number at least 7 days before their arrival. No refund will be made in case of a missed appointment with the transporter as a result of the student's actions.

### 6 / Insurance

THE SCHOOL has contracted an insurance policy protecting goods and individuals on the premises, and during school outings.

Health, accident and civil liability insurance policies are mandatory, and are to be made at the students' expense. Namely, the student is responsible for their own health insurance coverage, and to make sure they are correctly insured for any medical spending or travel cancellations, with a company known to be solvent. A copy of their insurance certificate can be requested, either by THE SCHOOL or by the host.

Items, personal belongings, furnishings and vehicles belonging to the students are not insured for theft, loss or degradation, regardless of the cause. It is up to the student to contract any insurance policy they deem necessary to protect their belongings.

For the students living in residences or with host families, it is up to the student to contract a civil liability insurance policy protecting them in case of

degradation and / or damage in their accommodations.

the jurisdiction of the relevant French Tribunal, depending on the location of THE SCHOOL's headquarters.

## 7 / Personal Data Protection / GDPR

Personal data collected during registration is saved in an automated database designed and secured by FIDELO SOFTWARE.

The personal data controller for the School is the Centre Director.

We will only use and treat your data if necessary to contact you, to process your requests, to create and manage your user profile, to create and manage your login credentials for online services, to carry out our prestations, for commercial prospection, to conduct statistical studies and to fulfil our legal obligations.

The personal data will be kept for as long as needed after the complete cessation of your training at the School.

During this period, we endeavour to ensure full privacy and security of the personal data we collect, to keep them from being damaged, deleted or accessed by unauthorised third parties.

Access to your personal data is strictly limited to our faculty and administrative personnel (educational advisors, accountants and communication), and, if need be, to our service providers (hosts). The latter are subject to privacy obligations and may not use your data in a way that does not conform to our contractual disposition or to the current applicable legislation.

In addition to the aforementioned cases, we are committed not to sell, rent, transfer or give access to your data to any third party without your prior consent, except under constraint of a legitimate reason (legal obligation, combating fraud and abuse, rights of the defence, etc.)

In accordance with the amended Data Protection Act of January 6th and with the European Regulation N°2016/679/UE of April 27th 2016 (applicable from May 25th 2018 onwards), you have the right to access, rectify, transfer and erase your data, or to limit its use. You can also, for legitimate reasons, oppose the use of any data concerning you. You can, if you provide a valid identification document, exercise your rights by contacting the personal data controller by mail, at the school's address.

For further information or any request, you can contact the National Commission for Data Protection and Liberties (CNIL, more information available on [www.cnil.fr/en](http://www.cnil.fr/en)).

By accepting these Terms and Conditions, the student gives their informed and unequivocal consent without reserve, for the treatment of their personal data.

Use of images: KLF and its schools reserve the right to take photographs of students during courses, workshops and cultural activities, unless students explicitly object. Any objection must be notified no later than when the student arrives at the school.

This authorisation allows the images to be used for communication purposes, whether for distribution within the school or via our multimedia media (such as brochures, advertisements or websites) with the aim of promoting the activities of our schools. This use may be made on any medium and without geographical or temporal limitation.

Authorisation to use the image is granted free of charge. Any distribution by KLF must be free of charge. Any commercial use of the images will require a new request for authorisation.

Acceptance of these general terms and conditions of sale implies acceptance of these terms relating to image rights.

## 8 / Territorial Jurisdiction Clause

The parties agree that any dispute that might occur in the execution of the training contract will fall within