

General terms and conditions of sales

The present terms and conditions apply to all services provided by FL BOOKING (French classes, accommodation package, cultural services) and purchased by the student (the client) either directly from the SCHOOL or through an intermediary (such as an agent). By paying the whole or a part of the amount for the SCHOOL's services, the client accepts unreservedly the present terms and conditions as well as the SCHOOL's rules and regulation to which they refer. By enrolling, the student commits to following the classes and to respecting the SCHOOL's rules and regulations.

ARTICLE 1 – OBJECT

The present terms and conditions aim at defining the obligations of each party and the conditions in which FL BOOKING school provides services to the clients who signed up for said services. When specificities are required by the services signed up for by the client, the general Terms and Conditions are completed by the Specific Conditions, both of which constitute, in such case, an indivisible whole. Should contradictions arise between both Conditions, the Specific Conditions prevail.

ARTICLE 2 – CONDITIONS OF ADMISSION

The student must be over 16, except for the “kids / juniors / teens and young adults” programs, to benefit from the SCHOOL's services and accommodation in a host family. In the case of the hotel or residence accommodation option, the student must be over 18.

Minor students or citizens of non-EU countries are subject to specific conditions of admission (Cf. Article 4).

ARTICLE 3 – FINANCIAL TERMS

Involvement in the services provided by the SCHOOL requires payment in euros for the following charges:

3.1 Registration fee.

This fixed fee covers administrative fees related to the student's course at the SCHOOL. It applies to all classes attended at the SCHOOL for a period of one year (starting on the first day of class).

3.2 Tuition fee.

The amount of the tuition fee varies according to duration (weekly classes, quarterly classes or annual classes), frequency (intensive or standard classes) and the type of services (private lessons, group classes, au pair classes, exam preparations, combined courses, accommodation, activities, etc.).

3.3 Cancellation fee.

Should the client decide to cancel the classes signed up for, the SCHOOL deducts cancellation fees (Cf. article 7).

3.4 Bank charges.

All bank or inter-bank charges supported by the school are payable by the client.

ARTICLE 4 – REGISTRATION PROCESS

4.1 Process applicable to all clients.

The client can proceed to registration by three means:

- Online on the website
- Via e-mail or postal mail
- Directly at the school.

The student will provide the school with an ID picture, a proof of identity, and, when necessary, a “student” visa allowing the student to obtain a residence permit for the whole duration of the course.

4.2 Specific process to visa exempt students

For all stay that does not require a visa, the SCHOOL will proceed to the final registration on the reception of the total amount of the tuition fee.

4.3 Specific process to foreign student requiring a visa

The student who wishes to follow classes at the SCHOOL must attach a “pre-registration certificate” to her/his visa application. This certificate is issued to the student only on condition that the total amount of the stay has been paid. For au pair students, the fixed amount to be paid is €250 to receive the pre-registration certificate. This payment is nominative and cannot be transferred to another student.

The “pre-registration certificate” is delivered *intuitu personae* and cannot be transferred to another student, notably in the case of a visa refusal. Pre-registration guarantees a place in the SCHOOL but not necessarily the time-slot chosen by the student.

4.4 Specific process to minor students

Student under 18 on the first day of class will provide the SCHOOL’s registration services with a legal authorisation from her/his legal guardian, the legal guardian’s proof of insurance (Cf. article 9) and a health form.

4.5 Specific process to groups

Specific sales conditions to groups are added to the present sales Conditions.

ARTICLE 5 – PERIOD OF WITHDRAWAL IN THE CASE OF A REMOTE REGISTRATION

The client is entitled to a withdrawal period of 14 days, applicable only to the French classes. This period starts on the day of acceptance of the general Sales Terms and Conditions by the client. He/she must notify his/her right of withdrawal in writing by postal mail, date as per postmark. The SCHOOL commits to reimburse the whole sum of money to the client within 14 days following the day on which the SCHOOL was notified of the client’s decision to withdraw. The reimbursement will be made through the same means of payment used for registration and to the same payer. However, the SCHOOL may use another means of payment if agreed by the client.

5.1 Sample withdrawal letter

The client must complete and return the present form only if he/she wishes to withdraw from the contract. This letter must be addressed to FL BOOKING company, 40 boulevard de la République, 78000 Versailles, France / sales@les-ateliers.fr “I hereby inform you of my withdrawal from the contract for the following linguistic course: Ordered on (*) / received on (*) / Name of the client/ Address of the client / Signature of the client (only in the case of a paper notification) / Date.”

5.2 Express waiver of the period of withdrawal

Should the client wish to start classes before the beginning of the period of withdrawal, he/she must formulate an express demand to the SCHOOL to this purpose. He/she thus renounces the right of withdrawal. The right of withdrawal does not apply in fact to services provided before the end-date of the period of withdrawal and if the execution of said services has already begun, upon the agreement of the client and her/his express waiver of the right of withdrawal. In the case of the exercise of the right to withdraw, the client who expressly asked for the services to begin before the end of the period of withdrawal remains indebted to the SCHOOL for the cost of the services provided until reception of her/his withdrawal by the SCHOOL.

ARTICLE 6 – PAYMENT

Payment of the tuition and other fees can be made

- by credit card (Visa, Mastercard or Eurocard)
- by check payable in France
- by bank transfer to the SCHOOL's account (specify the name of the student on the bank transfer)
- by payment through a platform (FLYWIRE, UPTOPAY)
- in cash, exclusively in euros and under € 1 000
- through a service (agency).

The client must pay the entire sum for the tuition fee to the SCHOOL at least two weeks prior to the first day of class or at least two weeks prior to the arrival in the accommodation (in the case of a package purchase). As long as the payment has not been made, the student will not be able to benefit from the services purchased.

ARTICLE 7 – CANCELLATION

Cancellation generates cancellation fees payable by the client. The amount of the fee varies according to the date of cancellation, the type of services ordered, all of which is specified in the present conditions. Any shortening of the classes or the stay before the arrival of the student will be considered as a partial cancellation. As such, cancellation fees will apply for the cancelled period. Any cancellation request for any service must be addressed to the SCHOOL in writing via e-mail to the following address : info@les-ateliers.fr , or on paper, date as per postmark, at the following address: FL BOOKING – 40 boulevard de la République – 78000 Versailles – France. FL BOOKING, acting on behalf of the SCHOOL will send an e-mail to the client approving the cancellation and informing her/him of the cancellation fee. The only active date taken into account for the cancellation request will be the reception date of the letter requesting a cancellation. In the event of a cancellation, except for groups, the SCHOOL will systematically offer the client a deferral, following the conditions of the article 8, hereinafter.

7.1 Cancellation on the client's initiative

In the following information, the “beginning of classes” refers to the day of the first class of the student upon her/his arrival. This date is unique regardless of the duration of the student's stay (notably if the students has subscribed for several weeks or several terms). If the client cancels more than one type of service (classes, activities, accommodation...) cancellation fees are cumulative. Shipping costs fees might be added to the cancellation fee.

7.1.1.1 Long-term programs, pathway programs and any program subject to visa

	Before the beginning of the stay				After the beginning of the stay
GENERAL CASE	<i>More than 30 days before the beginning of the stay</i>	<i>From 30 to 15 days before the beginning of the stay</i>	<i>From 14 to 7 days before the beginning of the stay</i>	<i>From 6 to 1 days before the beginning of the stay</i>	100% of the invoiced amount
	€ 500	25% of the invoiced amount	50% of the invoiced amount	75% of the invoiced amount	
VISA REFUSAL (excluding au pair)	<i>More than 30 days before the beginning of the stay</i>	<i>From 30 to 7 days before the beginning of the stay</i>		<i>From 6 to 1 days before the beginning of the stay</i>	100% of the invoiced amount
	€ 500	€ 500*		€ 500*	
VISA REFUSAL (au pair only)	<i>More than 30 days before the beginning of the stay</i>	<i>From 30 to 7 days before the beginning of the stay</i>		<i>From 6 to 1 days before the beginning of the stay</i>	100% of the invoiced amount
	€ 250	€ 250		€ 250	
OVERRIDING REASON	<i>More than 30 days before the beginning of the stay</i>	<i>From 30 to 15 days before the beginning of the stay</i>	<i>From 14 to 7 days before the beginning of the stay</i>	<i>From 6 to 1 days before the beginning of the stay</i>	100% of the invoiced amount
	€ 500	€ 500	€ 500	€ 500	

*The minimum cancellation fee is 500€. In addition to these costs, there may be shipping costs.

7.1.1.2 Private lessons

The above conditions apply separately for each private lesson. Any postponement is equivalent to a partial cancellation and the cancellation fees below apply.

	Before the lesson				After the lesson
	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	
GENERAL CASE other than visa refusal	€ 0	€ 0	50% of the invoiced amount	100% of the invoiced amount	100% of the tuition fee
VISA REFUSAL	€ 0	€ 0	50% of the invoiced amount	100% of the invoiced amount	100% of the tuition fee

7.1.1.3 Other programs, au pair programs (excluding visa), courses not subject to visa

	Before the start of the course				After the start of the course
	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	
GENERAL CASE	Registration fee	25% of the invoiced amount*	50% of the invoiced amount*	75% of the invoiced amount*	100% of the invoiced amount
OVERRIDING REASON	Registration fee	25% of the invoiced amount*	50% of the invoiced amount*	75% of the invoiced amount*	100% of the invoiced amount** + € 150

*The cancellation fee is a minimum of 80€ and cannot exceed the price of 4 weeks of the course booked. In addition to these costs, there may be shipping costs.

** The rate applied for the committed weeks is the one of the corresponding rate bands. The rate applied to the entered weeks is that of the corresponding tariff section.

7.1.1.4 Work Experience program

	Before the beginning of the Work Experience program				After the beginning of the Work Experience program
GENERAL CASE other than visa refusal or overriding reason	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	100% of the total amount
	€ 175	€ 175	€ 175	€ 175	
VISA REFUSAL	More than 30 days before the start of the course	From 30 to 7 days before the start of the course		From 6 to 1 days before the start of the course	100% of the total amount
	€ 175	€ 175	€ 175	€ 175	
OVERRIDING REASON	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	100% of the total amount
	€ 175	€ 175	€ 175	€ 175	

7.1.2 Fees in the event of a complete or partial cancellation of accommodation

Any shortening of the stay before arrival is considered as a partial cancellation: the cancellation fees below will apply to the cancelled period.

	Before the beginning of the stay				Après le début du séjour
CAS GÉNÉRAL autre que refus de visa ou motif impérieux	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	100% of the total amount
	Accommodation fee	25% of the invoiced amount*	50% of the invoiced amount*	75% of the invoiced amount*	
REFUS DE VISA	More than 30 days before the start of the course	From 30 to 7 days before the start of the course		From 6 to 1 days before the start of the course	100% of the total amount
	Accommodation fee	250 €		500 €	
MOTIF IMPÉRIEUX	More than 30 days before the start of the course	From 30 to 15 days before the start of the course	From 14 to 7 days before the start of the course	From 6 to 1 days before the start of the course	Weeks already started** + € 150
	Accommodation fee	25% of the invoiced amount*	50% of the invoiced amount*	75% of the invoiced amount*	

*The minimum for cancellation fee is € 80 and cannot exceed the price of 4 weeks of the accommodation that had been booked. In addition to these costs, there may be shipping costs

**The rate applied to the entered weeks is that of the corresponding tariff section.

7.1.3 Fees in the event of the cancellation of any other service (activity, airport/train transfers, cultural services...)

	Before the start of the course			After the start of the course
	GENERAL CASE other than visa refusal or overriding reason	<i>More than 30 days before the start of the course</i>	<i>From 30 to 7 days before the start of the course</i>	<i>From 6 to 1 days before the start of the course</i>
€ 0		50% of the cancelled service	100% of the cancelled service	
VISA REFUSAL	<i>More than 30 days before the start of the course</i>	<i>From 30 to 7 days before the start of the course</i>	<i>From 6 to 1 days before the start of the course</i>	100% of the cancelled service
	€ 0	50% of the cancelled service	100% of the cancelled service	

7.2 Cancellation on the SCHOOL's initiative

In the event of a total cancellation of a service on the SCHOOL's initiative (reasons may include lack of registered students for that activity, or others), another service will be offered to the client (see article 8.2). If no service can be offered, the amount paid by the client will be reimbursed (except for registration fees). In any case, cancellation or deferral of services cannot lead to the payment of compensation by the school, under any reason.

ARTICLE 8 – Deferral or modification of services

8.1 Deferral or modification of services on the client's initiative

The client is entitled to a maximum of three automatic deferrals of the services he/she purchased. This deferral is valid for a maximum duration of 12 months starting on the registration date. An absent student does not have the right to any deferral for any service for which he/she subscribed: classes, accommodation, activities, airport/train transfers... The client refusing this deferral must pay cancellation fees to the SCHOOL according to the article 7.1.

8.2 Deferral or modification of services on the SCHOOL's initiative

In the event of a deferral of services, the SCHOOL offers new dates to the client for the deferred service. Should the customer accept, the price initially paid for the entirety of the deferred service is allocated to the price of the new service and will be considered as its full price. The student is informed that the SCHOOL will not necessarily be able to ensure certain classes if a minimum number of students is not reached – number which will be determined by the SCHOOL according to the organization imperatives and the availability of the teachers. The student states that he/she accepts this possibility. If a class is not ensured as initially planned, the SCHOOL will inform the client as soon as possible and will offer a replacement – another type of class of similar quality. If the client refuses, the SCHOOL will not issue a refund. This replacement will be calculated

according to the price of the course initially chosen and not the number of hours of lessons. The SCHOOL endeavors to reschedule cancelled services. The SCHOOL does not carry out French classes (or any other service) on bank holidays as defined by the article L. 3133- 1 and following articles of the French labor code. These periods of public holidays do not give the right to any deferral.

ARTICLE 9 – INSURANCE

The school declines all responsibility for loss, theft or damage of the student’s personal possessions that may occur on school ground or at the premises of its service providers. Health insurance, accident or public liability insurances as well as a cancellation insurance (such as “assurance voyage étudiant” – student travel insurance) should be contracted by the client. The student must present a copy of her/his proof of insurance on registration day.

ARTICLE 10 – IMAGE REPRODUCTION RIGHT

The SCHOOL may take pictures of the students in order to use them to illustrate its promotional material (brochures, web sites and pages...) unless the student or her/his legal guardian refuses. This refusal must be notified in writing on registration day.

ARTICLE 11 – DISCIPLINE

11.1 Discipline within the SCHOOL

In the event of a student breaking the SCHOOL’s rules and regulation, SCHOOL’s management reserves the right to suspend the courses of the student at fault without notice.

[Rules and regulation of School.](#)

11.2 Discipline for any other service (accommodation, activities, transportation...)

In the event of a student breaking the rules of a service provider working with the SCHOOL, the provider reserves the right to suspend the services of the student at fault without notice. These rules are available from the service provider. In the case of an accommodation with a host family, the student agrees to respect the code of conduct provided by the SCHOOL before the final registration.

ARTICLE 12 – PROTECTION OF PERSONAL DATA

In compliance with the law no 78-17 of 6th January 1978 in regards to data processing and privacy, amended, each student has a right to access, rectify and oppose her/his personal data that the SCHOOL might process for the need of its activities. As a strictly personal right, the right of access, rectification and opposition may only be exercised by the student with a proof of identity or her/his legal guardian if the student is a minor. A simple letter addressed to the SCHOOL is required to exercise this right.

ARTICLE 13 – DISPUTES SETTLEMENT

French courts shall have jurisdiction to hear and settle all disputes concerning the interpretation or application of one of the dispositions in these present terms and agreements. Only French law is applicable.

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