



## GENERAL TERMS AND CONDITIONS OF LANGUAGE STUDY STAYS AT LE COURS D'ÉCOLE

### **1. GENERAL PROVISIONS**

#### **1.1 Acceptance of General Terms and Conditions**

The Student declares that he has read the General Terms and Conditions for the services provided by Le Cours d'Ecole and Teachers and accepts them without reservation before placing an order and enrolment.

#### **1.2 Scope**

As determined by these General Terms and Conditions, the contractual terms are applicable to the provision by Le Cours d'Ecole of services to Students.

#### **1.3 Purpose**

The services offered by Le Cours d'Ecole consist in intellectual services such as learning, training, and improvement in the French language during courses or in immersion, such as establishing relationships with service providers to provide Students with accommodation or the practice of sports and recreational activities.

Two visits are included in the period of stay: the Gauguin Museum and the Museum of Tahiti and Its Islands respectively.

#### **1.4 Contractual arrangements**

Nullity of a contractual clause shall not result in nullity of the General Terms and Conditions, except nullity of a compelling and decisive clause having led one of the Parties to enter into contract.

If any of the clauses in this Contract proves to be null under a rule of law or is not applicable, said clause shall be deemed unwritten but will not result in nullity of the Contract.

The fact that one of the Parties did not require the application of any clause in this Contract, whether on a permanent or temporary basis, shall in no event be considered a waiver of the rights arising from said clause.

The provisions in this Contract express the entire agreement between the Parties and prevail over all proposals and exchanges of letters prior to the signing of this protocol as well as any other provisions related to the purpose of this Contract and contained in the documents exchanged between the Parties.

## **1.5 Modification**

Le Cours d'Ecole reserves the option to change these General Terms and Conditions, subject to individual notification of same to the Students.

These modifications are applicable to current contracts, on condition that the duly notified Student has not expressed disagreement within a specific time-limit.

## **1.6 Confidentiality**

Either Party undertakes to regard as confidential and not duplicate or disclose – apart from contract performance requirements exclusively – the information and documents delivered by the other Party for implementation and during performance of the Contract which, on account of their commercial or financial content, should be kept confidential as containing details not publicly disclosed and/or are strictly personal to the Party concerned.

## **1.7 Guarantees**

Le Cours d'Ecole guarantees that it holds all the rights and administrative approvals required to exercise its activity and therefore continuous teaching services and undertakes to ensure the provision of said services to the Student during his stay.

## **2. PRICE AND PAYMENT TERMS**

### **2.1 Pricing**

Service prices as stated in the form provided on [www.lecoursdecote.net](http://www.lecoursdecote.net) are those indicated on said website on the date of ordering.

These prices are inclusive of taxes.

### **2.2 Price changes**

Le Cours d'Ecole reserves the right to change service prices unilaterally at any time, particularly in the event of an increase in costs, it being understood that should prices be increased after the order is placed, only the price set on the date of that order shall be applicable.

### **2.3 Payment terms**

Full payment of the price is required four weeks prior to commencement of the courses, with payment of a deposit amounting to five hundred Euros (€ 500) on registering.

In the event of cancellation more than four (4) weeks before the courses have started, payments effected shall be refunded in full, with bank charges to be borne by the Student.

Between four (4) and two (2) weeks before the courses have started, the five hundred Euros (€ 500) deposit shall be retained by Le Cours d'Ecole, with return of the balance, if any, while bank charges remain payable by the Student.

Less than two (2) weeks before commencement of the courses, payment effected in full shall be retained by Le Cours d'Ecole.

### **2.4 Invoicing**

After registration and payment of the five hundred Euros (€ 500) deposit, Le Cours d'Ecole shall send the Student an invoice to confirm his enrolment, stating the balance to be paid as well as the options selected by the Student in regard to courses and, subsidiarily, accommodation as well as sports and recreational activities.

### **3. SIGNING OF CONTRACT**

#### **3.1 Finality of order**

The Contract is final on the date the enrolment is forwarded and Le Cours d'Ecole has received the Student's payment in full for his stay and in any event two (2) weeks before commencement of the courses.

#### **3.2 Change in reservation**

As orders are final and irrevocable, any request for modification of the service ordered by the Student must be submitted to Le Cours d'Ecole's acceptance.

In the event of unavailability, Le Cours d'Ecole shall propose another date to the Student, who must indicate if he agrees with the proposed date.

In the event of disagreement, unavailability of the service ordered shall result in cancellation of the order and a refund to the Student within thirty days, under the terms stated in Article 2.3.

### **4. PERIOD OF CONTRACT**

The Contract is entered into for the period of stay ordered by the Student and accepted by Le Cours d'Ecole, as indicated in the invoice and comes to an end on the last day of the courses provided, except in the event of termination before due date.

### **5. PERFORMANCE OF CONTRACT**

#### **5.1 Le Cours d'Ecole's obligations**

Le Cours d'Ecole undertakes to provide the courses and services ordered in accordance with the contractual provisions, for the fulfilment of which Le Cours d'Ecole is bound by a best efforts obligation.

Le Cours d'Ecole is bound by a best efforts obligation with respect to information and advice to the Student on any service relating to him or his property during his stay and only during the courses given.

Le Cours d'Ecole is not bound by any obligation towards the Student as regards the Student's accommodation and the practice of sports or recreational activities.

#### **5.2 The Student's obligations**

The Student is required to provide proof of a liability insurance covering risks of bodily injury and property damage during his entire stay.

The Student expressly undertakes to abide by instructions, recommendations and advice given by Le Cours d'Ecole, with particular respect to safety, in consideration of certain specificities of French Polynesia's natural environment and local urban characteristics.

The Student agrees that Le Cours d'Ecole's liability shall not be sought in any way and undertakes not to seek said liability on any grounds whatsoever, whether directly or indirectly, for any damage whatsoever, and during the entire period of his stay.

The Student agrees that Le Cours d'Ecole's liability shall not be sought in any way and undertakes not to seek said liability on any grounds whatsoever, as regards the conditions and terms of accommodation and the practice of sports and recreational activities, which are the responsibility of third party service providers.

### 5.3 The under age Student's obligations

The under age Student and his legal representative undertake to comply with the provisions referred to in Article 5.2.

The under age Student must be accompanied by his legal representative or otherwise by a person specially empowered to that effect by the under age Student's legal representative.

### 5.4 Non-liability and force majeure

Le Cours d'Ecole's liability shall not be incurred in the event of a failure to fulfil or misfulfilment of its obligations which is attributable either to the Student or the insuperable and unforeseeable action of a third party to the Contract or a force majeure event.

Apart from these causes of exemption, the liability incurred, under ordinary law, depends on the qualification of Le Cours d'Ecole's obligations into a best efforts undertaking.

The Teacher is neither responsible for the conditions of accommodation nor for any possible availability or cancellation by service providers in this respect.

## 6. SUBCONTRACTING CONTRACT

Le Cours d'Ecole may entrust any third party with the performance of all or part of the provision of intellectual services.

In this respect Le Cours d'Ecole calls exclusively on highly qualified personnel or teaching service providers.

## 7. SETTLEMENT OF DISPUTES

### 7.1 Claim

Any claim must be submitted to Le Cours d'Ecole during the Student's period of stay. No claim in any form whatsoever shall be considered past Contract performance and this is expressly accepted by the Student

### 7.2 Jurisdiction clause

This Contract is governed by the French law as applicable in French Polynesia.

Any litigation relating to the interpretation, fulfilment or validity of this Contract shall be submitted to the exclusive jurisdiction of the Courts of Justice of French Polynesia.

Done in Pajara, French Polynesia on .....

Student's full name:

Date of birth:

Student's signature: