# General Terms and Conditions of Sale - Updated on December 5, 2023

### I. Purpose

These general terms and conditions govern the sale contracts of all our products and services, entered into with student consumers (hereinafter referred to as "the Student" or "the Client"), excluding services related to the TCF, DELF-DALF, and DFP examination centers and online courses.

The SAS COURS DE CIVILISATION FRANCAISE DE LA SORBONNE (hereinafter referred to as "the CCFS" or "the Institution") may modify them at any time. Any order, purchase, or registration by a Student implies their full and complete acceptance of:

• The general terms and conditions of sale in force at the date of their purchase or registration,

• The internal regulations of the Institution, acknowledging that they have been made aware of them,

• Any specific conditions agreed upon, for example, in the case of a request for customized courses.

In the event of a contradiction between the General Terms and Conditions and the Specific Terms of Sale, the latter shall prevail.

# II. Course Registration Conditions

To enroll in courses offered by the CCFS, the Student must:

• Be at least 18 years old,

- $\cdot$  Hold a high school diploma, an equivalent secondary education diploma, or a university degree,
- Provide proof of identity,

• Have health and civil liability insurance.

Students under the age of 18 at the time of registration must additionally provide authorization from their legal guardians and the guardians' insurance certificate.

# III. Registration Procedures and Right of Withdrawal

**3.1** The Student may register:

• Online, by completing the registration form available on the CCFS website,

• By correspondence,

· In person, at the CCFS premises.

The Student's registration request must be accompanied at a

minimum by:

• A proof of identity,

• A recent identity photo (jpg format),

Parental authorization if they are a minor,

• The secondary education diploma, accompanied by a French translation made by a sworn organization, unless it is issued in a European language,

• Payment of the full registration fees and file processing fees or the agreed deposit.

In the case of registration by correspondence or in person, the Student must send/submit in addition to the documents and payment listed above:

• The registration form, also available in paper version on the

Institution's website, duly completed, dated, and signed,

 $\cdot$  A copy of the general terms and conditions of sale, dated and signed.

**3.2** In the case of distance registration (online or by correspondence, regardless of the modalities), the Student, as a consumer, has a right of withdrawal (without having to justify a reason) of fourteen (14) days from the date of the distance conclusion of the contract, which is materialized by the Institution sending confirmation of their registration. If the withdrawal period expires on a Saturday, Sunday, or public

If the withdrawal period expires on a Saturday, Sunday, or public holiday, it is extended to the next working day.

To exercise the right of withdrawal, the Consumer Student must, before the expiration of the 14-day period mentioned above, notify their decision to withdraw to the Institution, by sending an email ("relationclients@ccfs-sorbonne.ft") or by registered letter with acknowledgment of receipt ("SAS, Cours de civilisation française de la Sorbonne, 16-22, rue de Martignac – 75007 Paris"):

• Either the withdrawal form, a template of which is available online on the Site,

• Or any other unambiguous statement expressing their intention to withdraw.

In the event of exercising the right of withdrawal, under the aforementioned conditions, the Institution will refund all sums received from the Student, using the same means of payment as that used for the initial transaction.

If the Student wishes the execution of the distance contract to begin before the end of the withdrawal period, they must expressly and explicitly waive their right of withdrawal.

# IV. Confirmation of Registration, Formation of the Contract, Student Card

**4.1** Upon confirmation of registration, accompanied by the documents and payment provided for in Article 3 herein, the CCFS will send the Student the training contract between the two parties.

This confirmation of registration constitutes the conclusion of the contract and the starting point of the withdrawal period.

Upon expiration of the withdrawal period and upon receipt of all elements necessary for its issuance, a personal summary registration certificate may be sent to the student, which may be required for their potential visa application.

If the Student has only paid a deposit on the agreed sale price, they must have paid the balance at least one month before the start of the courses.

Failure to pay in full will result in the registration being deemed canceled by the Student, and the cancellation conditions set out below will apply.

**4.2**. The Student whose registration has been confirmed and who has paid the full sale price must present themselves at the Institution's Course Secretariat, no later than the day before the

start of the Course to which they have enrolled, with: • A copy of the registration certificate,

• A valid residence permit for the entire duration of the Course(s) they are enrolled in,

· Documents proving their social coverage,

• Their personal civil liability insurance certificate and that of their legal guardians if they are a minor.

**4.3** Registration and issuance of the student card are based on the information provided by the Client, who remains solely responsible

for the consequences of any errors in the details of their

coordinates (including their name, first name, date of birth,

nationality, postal address, email address), their selection of Courses and/or the date of the training.

## V. Price and Payment Terms

**5.1** Once their registration is confirmed and the contract concluded, the Student who has not exercised their right of withdrawal is required to pay the full agreed price.

Indeed, they will not be able to participate in the courses and benefit from the products and services provided by the CCFS unless they have fully paid the price.

This price consists of:

• Fixed and non-refundable file processing fees-, except in the case of exercising the legal right of withdrawal. These are revised annually and cover the administrative costs associated with processing the Students' files,

 Registration fees, the amount of which varies depending on the duration and type of course chosen. Their amount is specified on each course sheet available on the Site and reminded before validating the online order. The amount due is that in force on the day of registration, regardless of the modalities.

The Registration Fees do not include educational materials, accommodation costs, living expenses, insurance, social coverage, etc., which the Student must hold and/or which are their responsibility.

The Registration Fees also do not include those collected by thirdparty organizations, organizers of tests and/or exams, which must be paid additionally.

The requested price is net of all charges and/or taxes: all exchange fees, commissions, intermediary fees, and bank charges are the exclusive responsibility of the Student and will, if applicable, be invoiced to them in addition to the agreed sale price.

The teaching activities provided by the Institution are, to date, exempt from value-added tax under Article 261-4-4° of the General Tax Code.

#### 5.2 Payment of the Price can be made:

• By credit card (Carte Bleue, Visa, Mastercard, American Express, JCB...), including online,

• By other electronic means accessible in the payment interface (PayPal, WeChat Pay, AliPay...), this list is not exhaustive,

 By transfer to the account of Cours de civilisation française de la Sorbonne. The IBAN will be communicated during the payment process,

By postal order issued in any Post Office (Beneficiary: Cours de Civilisation Française – CCP No.: 0101622; Letter: P; Center: Paris),
Exceptionally, in cash, according to the regulatory provisions in

force (currently within the limit of 1,000 euros for French tax residents, 15,000 euros for personal expenses of foreign tax residents).

**5.3** The Student may pay:

 $\cdot$  The entire sale price at the time of their registration request,

 A minimum deposit of 30% of the sale price at the time of their registration request, provided that the balance is paid at least one month before the start of the courses,

• Subject to registration more than 6 months before the start of the chosen courses, they may also be offered a payment schedule over several months, the last installment of which must necessarily be paid one month before the start of the courses. In this case, the Client

Cours de civilisation française de la Sorbonne - Établissement d'enseignement supérieur privé - SAS société à mission Déclaration d'activité : 117562 776 75 auprès de la préfecture d'IdF – ne vaut pas agrément Siret : 892 167 693 000 27 - Tél. : 33 (0) 1 44 10 77 00 - Email : <u>contact@ccfs-sorbonne.fr</u> - Site internet : <u>https://www.ccfs-sorbonne.fr</u>



can select this option in the input process and choose from the proposed schedules. The total amount of the Registration Fees differs from the "cash" amount. In case of choosing a payment schedule, the new total amount is clearly displayed on the site.

# VI. Default of Payment - Cancellation - Postponement of Services - by the Student

**6.1** Once the right of withdrawal has expired, any cancellation must be made in writing by email ("<u>relationclients@ccfs-sorbonne.fr</u>") or by registered letter with acknowledgment of receipt ("SAS, Cours de civilisation française de la Sorbonne, 16-22, rue de Martignac – 75007 Paris").

6.2 Regardless of the chosen or agreed payment modalities, failure to pay the full sale price at least one month before the start of the courses is considered as a cancellation of the registration by the Student.

6.3 Consequences of cancellation before the start of the courses:

**6.3.1** Beyond the 14-day withdrawal period (in case of distance registration), and except for legitimate and compelling reasons, cancellation by the Student of their registration before the start of the courses will result in an obligation to pay part of the agreed sale price in the following proportions:

• The file processing fees remain acquired by the Institution in any case,

• Cancellation more than 3 months before the start of the courses (date of the first day of the course chosen by the Client): 30% of the registration fees remain acquired by the Institution,

• Cancellation between 3 months and 2 months before the start of the courses: 50% of the registration fees remain acquired by the Institution,

 $\cdot$  Cancellation between 2 months and 1 month before the start of the courses: 75% of the registration fees remain acquired by the Institution,

• Cancellation less than one month before the start of the courses: 100% of the registration fees remain acquired by the Institution. The CCFS will therefore refund the sums that may have been paid

by the Student in excess of those acquired by them, defined above.

**6.3.2** The Student may also request the postponement of their registration to another course session scheduled within a maximum of one month before the initially chosen session. Except for special derogation, they will then have 8 months to choose their new session, after acceptance of their postponement request. Transferred courses will not be refundable.

**6.4** Consequences of cancellation after the start of the courses:

No request for cancellation and refund will be accepted,

 The Student's absence from the courses will not give rise to any postponement or refund, except in cases of force majeure under the conditions provided by law and jurisprudence. In the latter case, postponement will be favored,

• By exception to the foregoing, in the event of an inability to attend courses for more than three weeks, duly justified by a medical certificate, the Student may benefit from a postponement of the missed course hours within six months.

## **VII. Educational Provisions**

7.1 By submitting their registration request, the Student acknowledges that they have been fully informed of the essential characteristics of the products and services offered and their prices.7.2 All Course formats are presented on the Institution's Website under the section "Teaching - All our Course formats":

• A general presentation by session dates (January, June, July, August...) and terms (spring, summer, autumn, winter),

• Then, for each Course format (except for À la carte Courses), a detailed presentation in the form of sheets (hereinafter "the Sheets")

specifying, according to the chosen training:The reference of the training (designated by a letter and numbers:

for example, S10),

• The weekly duration of the training (Each hour of class comprises only fifty-five minutes of teaching, the remaining five minutes corresponding to the time of entering and leaving the classroom),

 The required starting level and the targeted level (according to the Common European Framework of Reference for Languages - CEFR),
 The content of the proposed teaching (language courses, phonetics with laboratory, civilization courses or lectures, advanced courses, total hourly volume of each of the teachings and modalities of their distribution over the duration of the training) according to the options chosen,

 The objectives of the training and the written and oral activities related to these objectives (in terms of production, interaction, and comprehension),
 The pedagogical approach followed (pedagogical approach,

• The necessity or not of holding a valid visa or residence permit,

materials used, and assessment of knowledge),

· The start and end period of the training,

The deadlines for registration at the Institution,

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• The amount of the Registration Fees, and the amount of the deposit to be paid, which in no case can be qualified as earnest money. **7.3** Students who are not able to produce a recognized diploma

All students who are not able to produce a recognized upform attesting to their language level (DELF, DALF, or TCF) or a certificate from their Institution or University attesting to the acquired level, will have to undergo a placement test to form homogeneous classes, necessary for their progression, according to the CEFR (A1 - beginner; A2 - elementary; B1 - intermediate; B2 advanced; C1 - superior; C2 - expert level).

The Student will receive, with their registration confirmation once the deposit or payment of the price is received, the link allowing them to perform this Test, developed by an independent organization.

It must be completed within 7 days following the confirmation of registration and will enable the Institution to communicate to the Student the time slots of the teachings of the chosen format, adapted to their level.

The Student's attention is drawn to the fact that the late completion of the test may limit their choices in terms of course schedules if the capacities of these courses are already filled by more diligent students. In the event that the Student believes that the test results do not correspond to their actual language level, they will have the opportunity to retake it at their expense or to request an interview in French with the Educational Director of the Institution, who will determine with them the course level most conducive to the desired objective.

If it turns out that despite the results of the test(s) or the aforementioned interview, the Student finds, after the start of the courses, that these do not correspond to their actual level, the Institution will endeavor, to the extent of its possibilities, to transfer them to another suitable course level.

**7.4** In the event that educational material developed by the Institution is used, it remains the property of the Institution, so that the Student may neither reproduce it nor use it for purposes other than personal and family use.

### **VIII. Student Responsibilities**

Travel and visa formalities are the exclusive responsibility of the Student and are not, except in exceptional circumstances, considered a force majeure event or a reason for cancellation of the sales contract without incurring fees.

#### It is noted **for reference** that:

• Students must have a travel document (identity card, passport...) issued by the competent local authorities, valid for a duration exceeding the end date of the chosen training,

 Non-European Union national Students must have a visa (official French visa website <u>https://france-visas.gouv.fr</u>) subject to different conditions of issuance, depending on the duration of the intended stay and the country of origin of the applicant,

• Students must be covered by health insurance and civil liability insurance. Certificates of membership and affiliation to these two insurances must be submitted no later than the start of the courses. In certain cases (non-European Union national students, registrations for a duration exceeding 3 months, age under 28 years), the Student must affiliate with the French student social security system (information in several languages and registration on the website <a href="https://etudiant-etranger.ameli.fr/">https://etudiant-etranger.ameli.fr/</a>).

Students are particularly advised to be aware of the granting conditions, and the varying timeframes for obtaining and issuing, the administrative documents required for regular stay and study in France. The information provided above is strictly indicative and may evolve.

The Student must therefore inquire in advance, in order to take into account their visa acquisition possibilities and the processing times in relation to the start date of the Course(s) they wish to attend. The Client/Student remains solely responsible for the completion of these formalities which, except in exceptional cases, are not a reason for cancellation of the present contract without fees.

# IX. CANCELLATION, MODIFICATION, OR POSTPONEMENT OF COURSES BY THE INSTITUTION

#### 9.1 Cancellation at the Initiative of the Institution

The Institution may need to cancel certain courses, particularly for reasons of enrollment numbers, efficiency, or absence of the teacher. In this case, the Institution will endeavor to reschedule the canceled service or replace it with an equivalent course. If the Student disagrees with the postponement of the course or its replacement with an equivalent course, the portion of the registration fees corresponding to the canceled course will be refunded. In all cases, cancellation or postponement of services will not entitle the Institution to pay damages, under any title.

9.2 Modification of Course Schedules and Dates

The Institution may also, due to organizational necessity, make changes to the schedules or calendar of certain courses, provided that the Student is notified in advance. When these calendar changes are minor, they do not give rise to postponement or reimbursement.

## X. Health Crisis, Force Majeure, Exemption from Liability

**10.1** Courses are primarily organized in-person, respecting health regulations. However, by mutual agreement between the parties, in the event of an acute health crisis requiring strict distancing or isolation measures, the courses will be adapted as government directives evolve and may switch from in-person to remote classes. In this case, no refund will be granted.

**10.2** Furthermore, the Institution will be exempt from any liability in case of non-performance of the contract attributable to the Student or a case of force majeure as defined by law and current jurisprudence (fire, general strike, war, natural disasters, riots...) or an insurmountable and unforeseeable act of a third party.

If a force majeure event prevents the holding of courses, the parties agree to prioritize their postponement within six months.

**10.3** Finally, the Institution declines all responsibility in case of loss, theft, or damage to Students' personal belongings occurring in its premises.

# XI. Internal Regulations - Discipline -Attendance

The student commits to strictly adhere to the Internal Regulations as outlined on the institution's website at www.ccfs-sorbonne.fr. In the event of unjustified absences (exceeding 15% of the total number of course hours), the Institution will not be able to issue a certificate of attendance to the Student at the end of the session.

In the event of a serious breach of the Internal Regulations by the Student, the Institution reserves the right to definitively exclude the offending Student without notice and without refund. This will particularly be the case in instances of improper conduct or unacceptable behavior by the Student (theft, drug or alcohol consumption, physical or verbal violence, etc.).

Data recorded by the Institution using automatic recording systems of the Site or by its Customer Relations Service, as well as any email exchanged between the Institution and the Client, will be considered as proof of the nature, content, and date of the transaction in case of a dispute between the Parties and will be retained by the Institution for the duration necessary with respect to legal prescription rules, which the Student acknowledges having accepted.

## XII. Personal Data Protection and Image Use

The Student and/or Client consents to the Institution's use of personal data collected during the registration process, as this information is essential for processing and administratively managing the Student's curriculum and for billing purposes. These data will only be transmitted by the Institution to individuals within the organization involved in providing and monitoring educational services.

At any time, the Student has the right to access, rectify, oppose, or delete personal data concerning them. These rights can be exercised by the Student by writing to the following address: Cours de civilisation française de la Sorbonne, 16-22, rue de Martignac – 75007 Paris, indicating their Name, First Name, and email address. The request, which must specify the address to which the response should be sent, must be signed by the Student and accompanied by a photocopy of an identity document bearing their signature. In the event that the Institution takes photographs of Students for use in promotional materials (brochures, website, etc.), it will seek their written authorization in advance.

### XIII. Applicable Law

These General Terms and Conditions of Sale and all relations and services between the Parties are governed by French law and are subject to French courts.

These General Terms and Conditions of Sale are drafted in French, and it is the French version that shall be legally binding.

### **XIV. Dispute Resolution**

**14.1** For any dispute, the Student is invited – before any legal action – to first contact the Institution by sending a detailed complaint (written in French or English) by registered letter with acknowledgment of receipt to the Customer Relations Service. The



Parties commit to seeking in good faith an amicable resolution of their disputes within a maximum period of three (3) months from the receipt of said complaint.

**14.2** In addition to the preliminary complaint mentioned above, Consumer Clients may also use a consumer mediator (the "Mediator") free of charge to amicably resolve the Dispute that opposes them to the Institution and can contact them: • via the form available on the CMAP website at www.mediateur-

conso.cmap.fr,
 by email at consommation@cmap.fr, or,

• by postal mail at CMAP – Consumer Mediation Service, 39 avenue Franklin Roosevelt, 75008 Paris).

#### **XV. Customer Relations Service**

For any additional information, Clients are invited to contact the Customer Relations Service, either by email at <u>relationclients@ccfs-</u> <u>sorbonne.fr</u> or by postal mail addressed to: Cours de civilisation française de la Sorbonne, SAS – 16-22, rue de Martignac in Paris – 75007 Paris.

#### **XVI. Legal Information**

#### Corporate name:

SAS Cours de civilisation française de la Sorbonne

#### Address:

16-22, rue de Martignac à Paris (75007)

Siren:

RCS Paris 892 167 693

#### **Customer Relations Service:**

Tel: +33 (0)1 4410 7700 ; Email : relationclients@ccfs-sorbonne.fr

#### Administrative Services / Client Reception:

Cours de civilisation française de la Sorbonne – 16-22 rue de Martignac – 75007 Paris (France)

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# **REGULATIONS FOR THE EXAMINATION** CENTER

## I. Registration Conditions for DELF-DALF Exams

Registration fees are non-refundable. Registration becomes final upon payment of the registration fees, which must be completed no later than the last day of registration.

No minors are permitted to register.

A summons will be sent by email no later than one week before the exam. In the absence of a summons one week before the exam, it is imperative to write to contact@ccfs-sorbonne.fr. Failure to receive a summons does not entitle the candidate to a postponement or refund

The dates and times of the summons are final and cannot be changed. The dispatch of the results certificate will be done by email within an average period of 3 weeks after the end of the tests. An email communication will be sent 5 to 6 months after the exam date to invite you to collect your diploma.

1.1 Absence due to Force Majeure (illness, transport strike, death of a relative)

The candidate may request a postponement of their exam to the following session by writing to contact@ccfs-sorbonne.fr accompanied by a stamped and signed supporting document within a maximum of 24 hours after missing the first exam (written or oral). If the document is deemed valid, the session postponement will be granted only once. In the event of a subsequent absence at the postponed session, regardless of the reason, the exam registration fees will be permanently forfeited.

### 1.2 Special Accommodations for Candidates with Disabilities:

A candidate with disabilities must provide at the time of registration a stamped and signed medical certificate specifying the nature of the disability and the accommodations recommended by the practitioner. The CCFS examination center will provide these accommodations to the extent of material feasibility. If a Braille version of the test is necessary, the request must be submitted 6 months in advance. In any case, the candidate must duplicate their registration within the same deadline with an informative email to contact@ccfs-sorbonne.fr indicating the chosen session and the accommodations recommended by the practitioner (accompanied by a copy of the stamped and signed medical certificate as an attachment).

#### **II. Examination Regulations**

#### To access the examination room, you must:

· Present an original, valid photo ID with a signature. Accepted forms of identification include:

- passport,
- residence permit
- identity card,
- driver's license

None of these IDs will be accepted in digital format; only the original will be accepted.

In case of doubt about the candidate's identity due to difficulty matching with the photo, a second form of ID may be requested in addition to the first. Failure to present a valid ID does not entitle to a postponement or refund.

For candidates unable to present an ID, the following original documents may be accepted:

- receipt of a residence permit application,
- receipt confirming the submission of an asylum application (a photograph is required).
- receipt acknowledging the recognition of international protection,
- asylum application certificate (normal and accelerated procedure).

· Arrive at the time specified in the summons. In case of delay due to a public transport strike (RATP, SNCF), it is appropriate to request a personalized, stamped, and signed certificate.

# III. Rules to be Strictly Observed During the **Entire Duration of the Exams**

· Verify the accuracy of personal information on the summons.

REGISTRATION CONDITIONS AND SPECIFIC This information will appear on the diploma. Any error not reported on the day of the collective examination will not be corrected subsequently

Cours de civilisation

française DE LA Sorbonne

Pencil use is prohibited. It is imperative and mandatory to write with a black or blue pen

· Only materials and documents distributed by the invigilators are permitted. Use of any other document than those authorized will be considered an attempt at fraud.

Mobile phones and all electronic devices are prohibited.

· Dictionaries are prohibited (except for specific conditions for the oral part of the DALF C1, for which the use of a French unilingual dictionary is allowed).

Note: failure to comply with any of these rules may result in the nullification of the exam.

Any attempt at fraud will be documented in a report that will be sent to France Education International.

Fraudulent actions are penalized by the annulment of results, withdrawal of the diploma, and a five-year ban on diploma/test registration.