

## GENERAL TERMS AND CONDITIONS OF SALE

These following terms and conditions of sale apply to all legal operations between the parties involved with the present contract. They take place in addition to the Rules of Procedure and the Rules of School life given to the student on the day of his arrival. They are subject to change, which are applicable only to registrations post modification.

Any enrollment to a course at Inflexyon implies unconditional acceptance of these terms of sale.

### **Inflexyon**

Inflexyon is a Private Institution of Higher Education, Certificate No. 70 dated 17th of October 2008 , in accordance with Articles L731 -3 and L731 -4 of the Education Code . Its RAMSESE Directory of Education establishment number is : 0694114X .

As an institution open to the public of R- Type Category 5e (Group 2), it is in full compliance with the rules of safety associated with its activity.

### **REGISTRATION:**

Pre-registration is formalized by a filled application form (validated by our confirmation document) and by the payment of a deposit. You can register by Internet, by mail using the registration form in the student booklet or directly at school.

Registration shall become effective upon payment of the full tuition at the latest on the first day of class. Specific rules apply to "au pair " students. They are asked to settle the first two months of their course and registration fees and it is left to them to settle their monthly tuition with a month anticipation or, to deposit the checks covering all the months of class at Inflexyon. Any student under the age of 18 must join a parental permission to their registration form, discharging Inflexyon of any liability.

### **ADMISSION & ORGANIZATION OF THE COURSE:**

Students can start the course whenever they want, excepting for complete beginners and A1 levels who must respect the monthly starting dates of sessions presented on Inflexyon's website and student booklet. The same rule applies to students who require accommodation; they cannot be admitted outside their registration dates. A 48H tolerance is granted for arrival and departure. However, we strongly advise all students to follow the Inflexyon course dates as much as possible. Failure to comply with these dates may imply teaching and logistical complications that are the responsibility of the student.

Three placement tests are made between the pre-registration and the first day of classes. These tests are written but an oral test will be organized if judged necessary.

The minimum number to maintain a collective course is 3 students. A course with less than 3 students will be considered as a private course and reduces the courses time-credit remaining. One private lesson consumes two group lessons.

The school will be closed on public holidays. If no activity is offered that day, a special rate will be offered to students registered for less than 6 weeks.

## **RATES:**

The rates for our programs are net prices and include:

- Educational expenses,
- The provision of specific equipment.

They do not include textbooks or additional activities such as excursions, or the costs incurred by educational activities such as cultural visits (Museums entry tickets, bus, metro...).

Transaction fees, accommodation and pick-up lead to a specific rate. The registration and accommodation fees are not refundable.

The registration fee opens rights to all Inflexyon students benefits: DVD library and library, access to the school foyer and facilities, free Wi-Fi in the entire school, assistance for all administrative issues and general assistance in the students' daily lives, private tuition at preferential rates, professors counseling outside of class.

## **PAYMENT:**

You can pay either in cash or by check, international Cheque in Euros, or by Credit Card, or by bank transfer in euros on our account. The bank account references are listed in our disclosure documents (a legible photocopy of the transfer order can be sent). Please note that any bank charges on transfers or checks are your responsibility and that the use of the credit card generates a 1 % fee of the total amount paid by this mean.

## **CANCELLATION, MODIFICATION AND REPORT – ABSENCE OR DISCONTINUATION OF AN ONGOING COURSE:**

After the legal withdrawal period, there is no possible refund excluding the situations described below. Every session started is due.

- Cancellation before the course starts: we will refund the payment of the deposit, except registration and housing search fees if cancellation takes place more than a month before classes start.

We keep 50% the deposit if cancellation takes place over 15 days and the entire deposit if it occurs less than 15 days before the start of the course (except for applications made within a shorter time frame). In the case of a request for accommodation reservation, if the cancellation is made 15 days or less prior to arrival, the equivalent of one month's rent will be deducted from the refund.

Finally, in the case of a student who has applied for a student visa, no refund may be issued except in the case of an administrative denial of Visa, justified by an official document of the Embassy or Consulate.

Similarly, if the student does not attend the course, or does not regularly attend classes or decides without much justification to leave the school,

no refund will be possible and Inflexyon will be obliged to report this absence to the Prefecture.

In addition, the student who registers at Inflexyon and requires a visa, acknowledges being informed beforehand of the conditions for issuing different visas and the obligation related to entering France (both on financial and medical aspects but also on the necessary insurance). No refund will be issued due to a failure of the student to comply with the procedural obligations.

- After the start of the course: no refund can be made, except in cases of "force majeure" (medical reason proved by a certificate translated by a sworn translator, list of sworn translators in Lyon are available on request), professional or education obligations are not included as cases of force majeure. In a case of force majeure, 10% of the remaining courses price will be kept as cancellation fees. All session started is due entirely.

If the refund is not accepted, remedial course alternatives may be considered on a case by case basis at the request of the student.

- Attendance is the first student engagement; his or her absence does not give right to a refund. However in the context of a student with a long-stay visa (6 months) it is possible to be granted two holiday periods of two consecutive weeks. A new date of completion of the course and accommodation reservation will be established if the request is made during the pre-registration. If the request is made after the pre-registration, the student can still request a holiday but no modification will be made in terms of course or accommodation dates. For students who do not require a long-term visa they are able to plan holidays as the course price is calculated on the number of weeks taken.

- Students may postpone their course once before the start of it if Inflexyon is informed more than 15 days before the start of the course. This report must be justified and requested in writing, and cannot be postponed more than six months after the initial date of registration. The student visa applicant must start the procedures with the Embassy at least one month before the desired departure dates, no report can be accepted for visa reception delays - if the student did not organize the trip properly, nor respect the pace imposed by this type of procedure.

- No other type of course transfer will be accepted, except in cases of " force majeure " (justified medical reasons as stated above). Classes missed by Au Pair students due to family obligations can be made up either after or before the expected absence but still within the maximum period of registration. Indeed taking a French course is a legal requirement for the Au Pair status. With this exception, which entitles to preferential rates, Au Pair students have the same rights and obligations as other students.

- A student may change his registration if desired, to a higher registration in time and budget than the initial registration.

- Courses may in no case be transferred to another student.

- Inflexyon reserves the right to cancel a course. Participants will be informed as soon as possible and will be fully reimbursed.

- Private lessons can be cancelled 24 hours before the class, at the latest. In case the course is cancelled after the 24 hours delay, it will be due.

## **INSURANCE:**

Inflexyon agrees with the various insurances required by its activities.

The health, accident and liability insurances are the responsibility of the student who must contract a personal insurance covering travel and accommodation risks. Information on the different types of insurance are available at the school administration office.

## **CERTIFICATION COURSE:**

An certificate of studies mentioning the title of the course, its start and end date as well as the level reached by the student according to the CEFR and detailing the grades for the five main skills, is issued at the end of training on request and if the student was present at least 70 % of its courses.

This certificate contains the students' individual marks (part of which depend on the students' achievement of the monthly assessments) and attendance.

## **DISCIPLINE**

In case of inappropriate behavior of the student, breach of the Terms of Sales or the School life Rules, Inflexyon reserves the right to discontinue tuition without notice and without refund.

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## **ACCOMMODATION**

At their request, Inflexyon help students in their search for housing and all procedures relating to accommodation (Certificate, benefits if eligible, etc.). Inflexyon is an intermediate and cannot be held responsible for any inconvenience encountered in this area. We try to answer the students' housing wishes but without any obligation of result. To the extent possible, the student must arrive on a Saturday and leave on a Friday or Sunday for a Saturday depending on the type of housing desired.

After his arrival, if the student is not satisfied with the accommodation and if dissatisfaction is based on real and substantial grounds it may be changed at no extra cost after a period of one month for students who are registered for two months minimum. A student who wishes to extend his stay in an accommodation must request it one month in advance, and in any case the extension may not exceed the duration of his registration at Inflexyon. A search for housing generates accommodation search fees charged only if Inflexyon finds the student's accommodation.

## **THE RIGHT OF ACCESS TO COMPUTER FILES & IMAGE RIGHTS**

According to Article 27 of the 78.17 law called Data Protection and Freedom of Information Law, the information given to us can be used according to our needs.

A right to access and modification is granted by contacting the head of the school.

Inflexyon may have to take pictures of the students and use them to illustrate brochures, advertisement, or its website, unless specified otherwise by the student. Students must inform us of their disagreement in writing at the time of their registration.

## **DISPUTES / COMPLAINTS:**

Only the head of the school has the authority in the decision to refund or recover courses not taken. However, the student has a complaint form for all aspects of his schooling in his home in the student booklet. This form can be given directly to the administration office or more anonymously in a dedicated box in the foyer. A receipt of the claim signed by the management will be given to the student at his request.

All registrations constitute acceptance of these general terms and conditions of sale. If Disputes occur; only the courts of Lyon are competent.