

General Terms and Conditions Ciel Bretagne

These general terms are applicable to the services offered by Ciel Bretagne, French as a Foreign language department, managed by CCIMBO (designated Ciel Bretagne), namely French language courses with or without accommodation, subscribed directly to Ciel Bretagne by the student (designated the student).

The services are aimed at:

- Minors from the age of 16 upwards
- Adults.

By paying all or part of the course, the student fully accepts the general terms and conditions and the internal regulations to which they refer. By enrolling at the Ciel Bretagne, the student undertakes to follow the courses and respect the regulations.

ARTICLE 1 - SUBJECT

The general terms and conditions define the obligations of each of the parties concerned, and the conditions in which Ciel Bretagne will carry out its responsibilities. In certain specific situations, the general terms and conditions may be supplemented by specific clauses. These are an indivisible whole. In the event of contradiction (conflict), the specific clauses will prevail.

ARTICLE 2 – ENROLMENT CONDITIONS

Students should be 16 years or over for enrolment in courses at Ciel Bretagne or accommodation in a host family.

Students should be 18 years of over for enrolment in university accommodation or in a hotel.

Students from outside the European Economic area are subject to specific conditions for admission (cf. article 4).

ARTICLE 3 – FINANCIAL CONDITIONS

Before taking a course at the CIEL Bretagne, payment of the following fees is required:

3.1 Registration fee. This fixed fee covers administrative costs. It applies to all courses followed at Ciel Bretagne for a predefined period.

3.2 Language stay expenses: This will vary depending on length of stay and services selected (accommodation, activities...)

3.3 Cancellation fees: cancellation of a reserved course, the Ciel Bretagne will apply a cancellation fee (cf. article 7)

3.4 Bank fees: All bank and interbank charges incurred by Ciel Bretagne will be paid by the student.

ARTICLE 4 – ENROLMENT FORMALITIES

4.1 Common formalities to all students:

Three different options to enrol: online, by email or mail, in Ciel Bretagne.

The student will send the enrolment form and a student visa if requested.

Ciel Bretagne will send confirmation of enrolment upon receipt of the down-payment and details of accommodation if Ciel Bretagne has been requested to organise it.

When the student enrolls, a written French level test has to be completed. This test must be taken unaided so as to give an accurate reflection of the student's level.

Ciel Bretagne reserves the right to refuse enrolments subject to availability of Student course level.

The Ciel Bretagne reserves the right to transform a group course to a one-to-one course if there is no suitable group course for the student.

4.2 Formalities for foreigners not requiring a visa

For a language stay which does not require a visa, the Ciel Bretagne will enrol the student (cf. article 6.1) upon receipt of the down-payment

4.3 Formalities for foreign students requiring a visa

If you are not from the European Economic area:

. 3-month stay maximum except if specific agreement, the student should apply for a tourist visa to the French authorities in his country of origin

. A stay exceeding 3 months, a student visa is required which gives the right to a residency card and should be applied for in the country of origin.

The enrolment will be only confirmed and a certificate sent upon receipt of a down-payment representing 50% of the course fees. The balance for the stay must be paid 30 days before the arrival at the Ciel Bretagne without any further reminder from us.

4.4 Formalities applying to minors

Authorisation from the legal guardian and an insurance certificate from the legal guardian should be attached to the enrolment form for students under 18.

Article 5 - WITHDRAWAL PERIOD FOR ENROLMENT ONLINE

The student has a withdrawal period of 14 days. This period starts on the date of acceptance of the General Terms and conditions. The latter will notify the Ciel Bretagne of his right of withdrawal in writing. The Ciel Bretagne agrees to reimburse the student in full within 14 days of receiving the withdrawal decision. The reimbursement will be paid by bank transfer to the same paying agent.

In the case of cancellation of an enrolment, the student should complete and return the following form at info@ciel.fr « I hereby inform you of my withdrawal from the contract bearing the name below: order the/ received the student name, Student address/ student signature (in case of paper copy). Date ».

Article 6- PAYMENT

The student will pay by credit card, bank transfer or by cheque in euros, endorsable in France and made out to CCIMBO, Ciel Bretagne (important: name of student must be indicated on it and a copy of the transfer details should be sent by email).

Bank details:

IBAN : FR76 1380 7005 6109 3194 8805 465 BIC : CCBPFRPPNAN

Banque : BPGO - Banque Populaire Grand Ouest 8 rue Saint-Saëns – 29200 Brest

6.1 Down-payment:

. Whatever the type of course chosen, the down-payment will be paid by credit card, bank transfer or by cheque.

The amount of the down-payment will be:

. 153 € for students from the European Economic area

. 50% of the tuition fees for students from outside the European Economic area

Payment should be made in Euros to CCIMBO, Ciel Bretagne, with the name of the person who is staying indicated.

6.2 Final settlement:

The balance due for the stay must be paid 30 days before the arrival date at the CIEL Bretagne without any further reminder from us.

For enrolments 30 days before the starting date, the total amount has to be paid.

All services will be booked upon receipt of the total amount.

ARTICLE 7 – CANCELLATION

Cancellation will result in cancellation fees being charged to the student. These fees will vary depending on the type of services ordered and conditions. Changes to the length of the language stay made before or during the stay will be considered as partial cancellation and cancellation fees will be applied to the cancelled period.

All cancellation requests should be sent in writing by email or post (date as per postmark) to Ciel Bretagne. Cancellation will become effective on reception of the request.

In the case of cancellation, the Ciel Bretagne will systematically offer a postponement of the course as cited in article 8 below.

7.1 Cancellation by the student

Concerning the following: the « course start date » implies the first day of the student's course on arrival at the Ciel Bretagne. This date will remain unchanged whatever the length of the student's stay at Ciel Bretagne.

If the student cancels several types of services, cancellation fees will be accumulated.

Cancellation fees:

. In the event of cancellation more than 10 days before the start of the course: 153 €



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. In the event of cancellation during the 10 days preceding the start of the course: 448 € (down-payment of 153 € + the cost of 1 week of course at 295 € (catalogue price) will be charged.

. In the event of cancellation due to a visa refusal: 153 € (reimbursement will be made on receipt of the visa refusal letter from the French authorities which should be received a minimum 5 days before the course start date).

Reimbursement will be made 2 months after cancellation notification.

7.2 Cancellation by Ciel Bretagne

In the event of course cancellation by Ciel Bretagne (too few students enrolled in the course), the Ciel Bretagne will reimburse the student in full.

ARTICLE 8 – POSTPONEMENT OR CHANGES TO SERVICES

8.1 Postponement or changes to services by the student

The student will be given an automatic deferral of the service, valid for a maximum period of one year from the enrolment date. A student who is absent is not entitled to a deferral of the services for which he is enrolled: course, accommodation, activities, transfer...

8.2 Postponement or changes to services by Ciel Bretagne

In the event of insufficient enrolments for a course, the Ciel Bretagne reserves the right to postpone or reduce the number of weekly course hours. In the event of postponement of a course, the Ciel Bretagne will offer the student new course dates.

If the student accepts, the initial price paid will correspond to the total price of the postponed course.

Ciel Bretagne will inform the student that it may not be able to organise certain courses because of teacher availability and other constraints and the student recognises this possibility.

If a course is not as initially planned, the Ciel Bretagne will inform the student as soon as possible and will offer a replacement course. If the student refuses the replacement option offered, the student will be reimbursed for the sum initially paid. The Ciel Bretagne will do its best to replace the cancelled course. The Ciel Bretagne does not offer French lessons (or any other services) on public holidays as defined in article 3133-1 see following in the Work Code.

ARTICLE 9 – INSURANCE

The Ciel Bretagne takes no responsibility in the case of loss, theft, or damage to student's personal belongings in the Ciel Bretagne buildings.

Each student must take out insurance (depending on his country) for illness, loss of money, valuables, luggage, flight, termination of the course for personal or health reasons and must take out public liability insurance.

ARTICLE 10 – IMAGE RIGHTS

Unless the student specifically advises otherwise on enrolment, the Ciel Bretagne may take photos or videos of the students for use in publicity or information documents.

ARTICLE 11 – DISCIPLINE

11.1 Discipline in Ciel Bretagne

In the case of a failure to comply with the internal policy of the Ciel Bretagne, the management reserves the right to terminate the course without notice.

11.2 Discipline regarding all other services (accommodation, activities, transfers...)

In the case of failure to comply with the rules applied by a provider, the Ciel Bretagne reserves the right to terminate the student's stay without notice. For a host family stay, the student agrees to abide by the house rules of which he has been informed on enrolment.

ARTICLE 12 – HOST FAMILY ACCOMMODATION

Article 12-1 Host family accommodation

Courses at Ciel Bretagne start on Monday (except on public holidays). A supplement will be payable for arrivals on Sunday evening or extension of stay. The Ciel Bretagne will be informed of this.

Host family accommodation includes half board from Monday to Friday: breakfast, dinner and a single room, with full board at the weekend.

Each week started will be paid in full. There will be no partial reimbursement.

Other types of accommodation: The Ciel Bretagne can organise other types of accommodation if requested. Payment should be made directly to the provider.

Article 12-2 Transfers

By prior arrangement host families can pick up the student on arrival (and drop off for departure) at the station or airport. The host family needs to have at least a one week notice of arrival date and time, place, flight or train number).

For all other types of accommodation, transfers are at the expense of the student.

ARTICLE 13 – THE PROTECTION OF PERSONAL DATA

In compliance with the law on the protection of personal data, data collected by Ciel Bretagne are processed by the Ciel Bretagne Department of French as Foreign Language.

Data are retained for the duration of the contractual relationship and for a period of 5 years following collection of the date or the last contact with the student regarding the contract.

The recipients of the data are the Ciel Bretagne French department staff. Data may also be shared with sub-contractors of the CCIMBO – Ciel Bretagne who acts on behalf and for the account, payment providers and any other party specifically authorised to acquaint themselves with the information in the performance of its duties. In compliance with regulations UE etc, in relation to the protection of personal data and to the law no78-17 modified, of the 6th January 1978, pertaining to Information Technology and Civil Liberties, the student has the right to query, access amend and restrict the use of personal data as well as portability rights. The student retains the right to oppose on legitimate grounds the processing of personal data and the right to oppose the data being used for commercial purposes. This right may be exercised according to the terms and conditions set out on the website or by letter addressed to Ciel Bretagne Rue du Gué Fleuri – BP 35 – 29480 Le Relecq Kerhuon – FRANCE.

ARTICLE 14 – FORCE MAJEURE

Neither party will be liable, nor considered to have committed an offence, if prevented or delayed in the execution of its obligations (except for payment of outstanding debts) in the case of « force majeure ». This includes, but is not limited to, natural disasters, floods, storms, fires, earthquakes, pandemics, other factors, strikes, riots, war, sabotage, terrorism, government imposed restrictions, hacking or computer and / electronic malfunction/ or any other beyond the control of the parties and affecting proper implementation of the service.

ARTICLE 15 - RESPONSABILITY

The Ciel Bretagne will not be held responsible for loss, damage or harm suffered by individuals or property, whatever the reason, except if liability is expressly stipulated in French law. Students will be held responsible for any damage to individuals or property.

ARTICLE 16 – COMPLAINTS, CONFLICTS

Student complaints should be sent by letter to Ciel Bretagne, who undertakes to examine the complaints carefully. In the event of a dispute between the parties, both parties agree to use all necessary means to find an amicable solution before referring to court.

French courts under the jurisdiction of CCIMBO are competent to hear any dispute relating to the interpretation or execution of the provisions in these terms and conditions.

Only French law is applicable.

