

General terms and conditions of service

PREAMBLE

LINGUA SÈTE is a simplified joint stock company with company capital of 2,000 euros, having its registered office at 547 Quai des Moulins, 34200 Sète, currently registered with the Montpellier Trade and Companies Registry. Its legal representative is Mrs Emmanuelle ROZAND-HÉLAN.

LINGUA SÈTE is a language school and also organises language school-related events.

Its distinctive feature is that it offers group courses.

It offers services (hereinafter the "**Service**") to its customers.

These general terms and conditions (hereinafter the "**GTCs**") shall apply to the relationship between parties, and shall waive the Customer's right to invoke their own general terms and conditions.

The parties have duly complied with their mutual general obligation to provide information and have had sufficient time to reflect before entering into any form of contract.

In the event of an over-the-counter arrangement, **LINGUA SÈTE** reserves the right to derogate from certain clauses of the present Terms and Conditions, depending on the negotiations carried out with the Customer, by means of drawing up Special Terms and Conditions.

LINGUA SÈTE hereby confirms that it has the appropriate means, skills and expertise to carry out the Service.

To this end, the parties (hereafter referred to as the "**Parties**") expressly undertake to carry out this agreement in good faith and in all honesty. The Customer hereby agrees to abide by these GTCs.

The following is hereby agreed:

ARTICLE 1: PURPOSE

The purpose of the GTCs is to define the conditions under which **LINGUA SÈTE** will carry out the Service requested by the Customer.

ARTICLE 2: THE SERVICE

LINGUA SÈTE offers a service consisting of the following activities over the course of a year:

- Language School
- Event organisation to support the language school including accommodation, transport and activities.

LINGUA SÈTE shall notably stipulate in its Special Terms and Conditions: the title of the course, the objectives, the teaching methods and procedures, the dates and places where the course will take place, the duration, pace and deadline for access, any pre-requisites required for entry to the course, the number of students and teaching resources, the financing and assessment procedures.

ARTICLE 3: TERMS AND CONDITIONS OF THE SERVICE

3.1 Language School

Language training services will be provided by professionals appointed by **LINGUA SÈTE**.

This training service cannot in any way be qualified as or assimilated to continuing professional training and is not subject to the provisions of the section six of the French Labour Code relating to the organisation of lifelong professional training.

The training provided is purely that of a language school meeting the Customer's needs which are not of a strictly professional nature.

3.2 Course follow-up and progress review

LINGUA SÈTE shall offer to monitor the Customer's educational progress in accordance with the educational needs

sheet provided and completed by the teachers of the school groups, who undertake to comply with the obligations defined by the CEFR (European Framework of Reference for Languages).

ARTICLE 4: LINGUA SÈTE's declarations and obligations

LINGUA SÈTE hereby states that it has acquired genuine expertise in the service of its Customers.

LINGUA SÈTE provides its Customers with an environment that is conducive to learning by setting up appropriate collaborative arrangements.

ARTICLE 5: CUSTOMER OBLIGATIONS

The Customer undertakes to be insured with a viable company and is solely responsible for the conditions of cover provided by said insurance.

The Customer is obliged to cooperate actively with **LINGUA SÈTE**.

The Customer undertakes to provide **LINGUA SÈTE** with information which is fair, sincere and in line with his/her situation. Compliance with this obligation is essential for **LINGUA SÈTE** to carry out the Service correctly.

The Customer agrees to try to implement the recommendations made by **LINGUA SÈTE** or to inform **LINGUA SÈTE** of anything that is not appropriate.

The Customer agrees to follow the training courses seriously on the agreed dates.

Failure to attend a training session without giving at least 48 hours' notice constitutes a breach of contract which may give rise to the application of article 8.3 of the GTCs concerning termination on grounds of fault, except in cases of force majeure duly justified to **LINGUA SÈTE**.

ARTICLE 6: PAYMENT FOR SERVICES

6.1 Determination of the price of the Service and terms of payment

The cost of the training course is fixed and set out in an order form attached to these general conditions.

The price of the Service is indicated in euros and takes into account the VAT applicable on the date of the order. Any change in this rate may be reflected in the price of the Service.

6.2 Late payments

In the event of non-payment by the agreed due date, the Customer is informed that fines will be incurred. The interest rate for late payment fees will be five times the legal interest rate. This rate will be applied to the amount of the unpaid invoice including all taxes, and the fines shall be due for payment immediately with no further reminder required.

In the event of an invoice not being paid the day after the due date, LINGUA SÈTE will be entitled to suspend performance of Services with no requirement to send a registered letter with acknowledgement of receipt giving formal notice, and without this suspension being considered as termination of the contract by LINGUA SÈTE. The Customer will then be granted a period of seven (7) days to settle the payment. After this period, LINGUA SÈTE may terminate the contractual relationship under the conditions set out in article 8.2 of the GTCs.

6.3 Cancellations

The Customer may cancel the contract 60 days before the start of the course under the following conditions:

For the Host family option

- 60-36 days before arrival 10% of the price agreed in the quote;
- 35-20 days before arrival 50% of the price agreed in the quote;
- 20-10 days before arrival 70% of the price agreed in the quote;
- 9 days before arrival 100% of the price agreed in the quote for the Host Family option.

For the Hostel option:

- 65-36 days before arrival 10% of the price agreed in the quote;
- 35-17 days before arrival 50% of the price agreed in the quote;
- for the Hostel option, 100% of the price agreed in the quote if the cancellation is made less than 17 days before arrival.

In the event of cancellation and payment of a deposit, LINGUA SÈTE will refund the deposit within 60 days of notification of cancellation ; a 200€ administration fee will be deducted.

For the Campus option:

- the initial 10% deposit is non-refundable - except in the event of cancellation due to force majeure;
- 35-17 days before arrival 50% of the price agreed in the quote;
- for the Hostel option, 100% of the price agreed in the quote if the cancellation is made less than 17 days before arrival.

ARTICLE 7: RESPONSIBILITIES AND GUARANTEES

7.1 Content

LINGUA SÈTE is neither in charge of nor responsible for the Customer. LINGUA SÈTE offers support, but does not guarantee results nor is responsible for the actions of the Customer. LINGUA SÈTE is not responsible for the administrative formalities for which the Customer is responsible. The Customer must guarantee that he/she is in

compliance with all laws and regulations.

7.2 Guarantees and responsibilities

LINGUA SÈTE hereby states that it has the skills and know-how to support Customers and contribute to their development in compliance with the rules of the trade and regulatory requirements and with all the necessary care and diligence that the Customer may legitimately expect.

In return, the Customer guarantees that he/she complies with all applicable regulations. The Customer is solely responsible for implementing the recommendations and following up the advice provided during their application process.

ARTICLE 8: DURATION OF THE SERVICE, AND TERMINATION

8.1 Duration of the Service

The Service is provided for a fixed term as set out in the Special Terms and Conditions.

8.2 Termination due to a breach

In the event of non-performance or poor performance, by either Party, of one or more of its obligations under the GTCs or the Special Terms and Conditions, the Party responsible for the obligation that has not been performed shall send the other Party a written notice of non-fulfilment of the obligation for which it is responsible.

If, within a period of thirty days following the date of initial notification sent via the postal services, the obligation(s) has (have) not been properly performed, the Party may automatically terminate the GTC and the Special Terms and Conditions by sending a registered letter with proof of receipt, without prejudice to any damages that may be claimed as a result of either the termination or the non-performance of the obligation(s) in question. Termination will take effect automatically eight days after the first notification is received via the postal services. During this period, the Party at fault may attempt to justify its actions.

In particular, any failure to fulfil the following obligations shall be considered as serious misconduct:

- non-payment by the Customer;
- failure to attend training sessions without giving notice;
- In cases where LINGUA SÈTE cancels the scheduled training course twice without just cause and without giving 48 hours' notice.

In the event of serious misconduct, the Party may automatically terminate the GTCs and the Special Terms and Conditions by sending written notification without the need for prior formal notice, and without prejudice to any damages which may be claimed as a result of the breach or non-performance of the obligation(s) in question. Termination will take effect automatically after the day following the first notification received via the postal services.

ARTICLE 9: END OF CONTRACT

At the end of the contractual relationship, for whatever reason, LINGUA SÈTE undertakes to provide the Customer, where applicable, with the information and elements required to demonstrate their learning experience.

ARTICLE 10: INTELLECTUAL PROPERTY RIGHTS

LINGUA SÈTE is the owner of the rights concerning, but not limited to, its know-how, its brand, the training programmes and certain training materials.

The content of LINGUA SÈTE training materials, including but not limited to texts, drawings, photographs, publications, downloadable open access documents or any other original

creation or document, is protected by copyright. **LINGUA SÈTE** is the owner of the intellectual property rights and is the party to authorise their reproduction or representation.

Any representation, reproduction or use for purposes other than those authorised by the GTCs is strictly forbidden and is liable to constitute a criminal offence of counterfeiting.

ARTICLE 11: CONFIDENTIALITY

The Parties agree to take all necessary precautions to maintain the strict confidentiality of information exchanged concerning the Service. The Parties are responsible for themselves, their employees and representatives, their agents, suppliers, subcontractors and end customers.

The obligation of confidentiality will cease when information has become public through no fault of either of the Parties.

It is agreed that **LINGUA SÈTE** is authorised to communicate information about the Service(s) carried out for the Customer within the framework of the GTCs and the Special Terms and Conditions, and for promotional purposes, with the exception of information that the Customer has designated as strategic and confidential.

ARTICLE 12: FORCE MAJEURE

Neither of the Parties may be held responsible for any delay, non-performance or any other breach of its obligations where such failure is the result of an unavoidable, unpredictable and external event (hereinafter referred to as a "**Force Majeure Incident**"). In particular, strikes or industrial action by the staff of the Parties or the partners of the Parties, where these affect the provision of the Service, are considered to be Force Majeure Incidents.

Should a case of force majeure occur, the performance of the obligations of the Party that is prevented from performing them will be suspended, provided that the Party immediately notifies the other Party of the occurrence, that it does everything possible to reduce any interruption and limit its consequences, and that it resumes performance of the GTCs as soon as the event or force majeure circumstances no longer exist or have ceased.

If the case of a force majeure that persists for a period of three months, either of the Parties may give notice by registered letter with proof of receipt of the termination of the GTCs and the Special Terms and Conditions.

ARTICLE 13: INDEPENDENCE OF THE PARTIES

The Parties are independent. The GTCs shall not be treated as a company contract or an employment contract.

ARTICLE 14: MODIFICATION OF THE GTCs

LINGUA SÈTE may unilaterally modify or add to the GTCs. They will be directly applicable to the Customer.

All modifications replace and cancel the previous GTCs as soon as they have been accepted by the Customer.

In the event that any of the provisions of the GTCs should be considered illegal or unenforceable by a court ruling, the other provisions will remain in force.

ARTICLE 15: PROCESSING OF PERSONAL DATA

Pursuant to French law no. 78-17 of the 6th January 1978 on Data Processing, Data Files and Individual Liberties, as amended, and the GDPR adopted on the 27th April 2016 by the European Union Regulation no. 2016/679, the personal data requested from the Customer is covered by the attached privacy policy document. [<https://linguasete.com/wp-content/uploads/2023/10/Politique-de-confidentialite-rgpd.Lingua-Sete.pdf>]

ARTICLE 16: APPLICABLE LAW AND JURISDICTION

This contract is subject to French law.

The courts of **Montpellier** shall have jurisdiction to hear any dispute between the Parties.

ARTICLE 17: SUBSTITUTION CLAUSE

LINGUA SÈTE may be substituted by any entity in the performance of the present contract, without this modifying the GTCs.

ARTICLE 18: ACCESSIBILITY

LINGUA SÈTE has taken all material and human means necessary to enable people with disabilities to fully benefit from a training course in compliance with the quality criteria relating to taking into account the needs of people with disabilities decided by the relevant French law of the 5th September 2018 for the freedom to choose one's professional future. Accordingly, **LINGUA SÈTE** will individually put in place the necessary means of accommodation to compensate for difficulties encountered, such as, but not limited to: provision of specific equipment, part-time or interrupted attendance, with a training period adapted to the disability, adjustment of assessment methods, support, particularly during examination phases, by human assistance (sign language translator, secretary, etc.).