



## **ADEL PROVENCE**

88 Boulevard Victor Duruy 13011 Marseille FRANCE

Tel : + 33 (0)4 91 36 02 14, + 33 (0)6 83 57 56 30

Fax : + 33 (0)4 91 56 68 55

Mail : [contact@adel-provence.com](mailto:contact@adel-provence.com) [www.adel-provence.com](http://www.adel-provence.com)

## **GENERAL TERMS AND CONDITIONS**

**ADEL PROVENCE**, domiciled at : 88 Bd Victor Duruy 13011 Marseille – France, is an agency which offers and organises residential cultural trips of varying length in Marseille, it has a role of intermediary in matter of logistical reception. Adel Provence selects the participating families and is responsible for supervising the stay. It is authorised to take any in-situ decisions which the situation necessitates and maintains contact with the French family, the school, the lyceum, and with the different clubs for the activities. Adel Provence cannot be held responsible for any accidents, unforeseeable events or third party actions. Adel Provence makes every effort, however, to investigate and propose suitable cultural trips for every one.

### **TERMS OF PARTICIPATION**

Participants must be over 15 years of age.

### **ORGANISATION / REGISTRATION**

Last-minute advice before sending us your registration form :

Please fill in all entries in the form in CAPITAL LETTERS in black or blue ink.

- Don't forget to sign.

You should keep a copy of the registration form.

The form must be returned, accompanied by a cheque / bank draft for 320 € of the full cost of the holiday, made payable to BARAERLIN LANGUES. The information given must be complete and true. The document entitled « Enrolment Form / Contract of Sale » must in all cases be dated and signed by the candidate and by his or her parents or legal guardians in duplicate.

On receipt of your « Enrolment Form », we will send to you the document entitled « Confirmation of Enrolment », which constitutes the contract between ADEL Provence and you, to be used for eventual reimbursement by a company work's council, social assistance bureau, family allowance fund, etc...

In the case of divorced parents, the parent who registers his or her child in the programme must declare that he/she has sole guardianship of the child and sole parental responsibility for the child. Should both divorced parents share responsibility, both parents must sign the document.

- **Right to retract (7 days) at the client's discretion (art. L 121-20 of the consumer code) : in accordance with this article it should be noted that :**

« The consumer has seven free days in which to exercise his right to retract without having to provide a reason for doing so or pay any penalty, with the exception of any return costs ».

### **RATES**

All prices include taxes and may vary up or down. Offers are definitive and stand for a period of 6 months.

### **PAYMENT TERMS**

Payments should be made out to « BARAERLIN LANGUES » by cheque or bank transfer.

A payment of 320 Euros has to be made at registration.

The invoice has to be paid at least one month before the beginning of the courses.

If the enrolment occurs less than 30 days before the beginning of the courses, the invoice has to be paid in totality with the enrolment.

*All bank charges must be paid by the customer*

Any stay shall be owed in full from its commencement.

### **INSURANCE**

Before departure you absolutely must obtain a European Medical Insurance Card from your primary medical insurance for your child. This personal card is valid for one year and must be shown in order to ensure coverage of medical expenses for the duration of your child's language course in France. ADEL cannot be held responsible for any consequences should the student not be able to show this card on the request of the medical services (i.e. : refusal to treat your child...).



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- Parents must ensure that their personal civil responsibility, insurance (multiple risk in place of residence, extra school insurance, etc.) covers fully their child's stay abroad or, should it not, take out individual coverage. This is required because the participants' civil responsibility is not covered by ADEL PROVENCE's professional civil responsibility insurance as organiser of the stay.
- Parents must ensure that their child has proper medical coverage for the stay before departure. Those have to be insured in all cases for the whole activities chosen.

**ADEL PROVENCE** has a Professional Civil Responsibility Insurance as organiser of the residential language courses: it is responsible only for the organisation of the stay but does not assume responsibility for the material consequences of the participant's stay, lodging, displacement.

### **REPATRIATION**

ADEL PROVENCE does not cover repatriation costs for participants.

### **FORMALITIES**

Identification papers: please bring either a valid national identity card or passport.

Complete participant's dossier (documents to be submitted)

- Certificate of medical health: validity less than 3 months
- Parental authorisation / declaration of ability to engage in sports activities
- Medical insurance
- Civil responsibility insurance (third party)
- Registration form with a payment of 320 Euros
- 4 I.D. photos

### **CANCELLATION/REFUND**

Once ADEL PROVENCE has accepted the registration by sending the « Registration Confirmation » document, the contract becomes binding. The stay costs will be reimbursed under the following conditions:

**The deposit is not refundable the school enrolment fees and the lodging service fees (120 Euros) at any case.**

- Cancellation up to two weeks before your arrival: Total refund
- Cancellation less than two weeks before your arrival: total refund less the advanced payment of 320 euros which stay owned by BARAERLIN LANGUES but which can be transferred to another stay.
- No refund if you decide to leave once the course has started

### **MODIFICATIONS**

Any request for modifications received after ADEL PROVENCE has accepted the registration will involve a 40 Euro invoice to cover administrative costs.

### **RESTRICTIONS**

All estimates and proposals will become contractually binding as from the sending of the "registration form" from ADEL PROVENCE

Should urgent necessity or events beyond its control require, ADEL PROVENCE reserves the right to modify certain clauses of the contract, with the agreement of the participants.

Elements from the agency's website, by their nature, cannot be considered as contractually binding (e.g. : photographs...). Certain information cannot be regarded as effectively representing a standard situation (e.g. : number of children in the family, activities...).

Certain activities (including scholastic activities) can be subject to change (e.g. : content, dates, timetables and frequency) as a result of force majeure, emergency situations and/or unpredictable conditions (e.g. : weather, unprecedented circumstances...).

### **PARENTAL AUTORISATION**

Where minor-aged participants are concerned, ADEL PROVENCE considers that, in the absence of specific, written parental notification, the parents allow the host family to give permission for excursions.

Should their parents give them permission to leave on excursions alone, the underage participants will be allowed to leave their lodgings unaccompanied by an adult from their host family until 11 p.m. at the latest, with the agreement of their host family.



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### **POCKET MONEY**

ADEL PROVENCE recommends that participants count on the equivalent of around 10% of the costs of the stay as pocket money.

### **DISCIPLINE / REGULATIONS**

By the registration, the candidate as well his parents, have to take into account the general conditions, to accept those conditions and to respect them.

Should ADEL PROVENCE, as organiser of the residential course, consider itself no longer able to manage the stay of a student (for example, for reasons of deliberate bad conduct), it can decide to have the student immediately sent home.

Should this happen, the parents will be entirely liable for the costs involved.

At the moment of registration, the candidate, his parents or legal guardians will be requested to familiarise themselves with, and sign and commit to the General Terms and Conditions

### **USE OF IMAGES**

ADEL PROVENCE reserves the right to use photographs of the participant during his stay to illustrate its brochures and presentation material, unless the participant or his legal representative expressly forbids it by means of a registered, recommended letter, within a period of 1 month from the return date.

### **Complaints**

In the event of a written complaint to our representative, please send us a copy by registered, recommended post as soon as possible. No complaint will be addressed if it arrives at ADEL PROVENCE more than two months after the return date.

### **Cancellation or modification of the stay by ADEL PROVENCE**

Should ADEL PROVENCE have to cancel a stay as a result of force majeure prior to departure, ADEL PROVENCE will advise the purchaser as soon as possible. The latter will be allowed to either cancel the contract or to accept the modification proposed by ADEL PROVENCE. Should the participant decide to cancel the contract, he will be reimbursed for the sums already paid.

Should ADEL PROVENCE have to interrupt the stay, ADEL PROVENCE commits to reimburse the participant proportionally for the remainder of the stay.

Should a stay not be possible due to too few participants in the French classes (4), ADEL PROVENCE will inform the client at the latest 20 days before the planned departure date. We will then propose that you register for another stay. If you are unable to accept the new proposal, we will reimburse you for any sums you have already paid.

**ESTABLISHED IN ACCORDANCE WITH FRENCH LAW.**

**ONLY FRENCH LAW WILL APPLY IN ANY EVENT CONCERNING THESE TERMS AND CONDITIONS.**

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