



# PASSION FLE

## GENERAL TERMS AND CONDITIONS OF SALE

VERSION 01 DU 27/03/2018

### Legal notices

- The relationship between each student and PASSIONFLE is governed by French law.
- We respect the confidentiality of your data, in accordance with the French law 2016-1321 dated 7 October 2016 (French Digital Republic Act).
- A declaration has been submitted to the French Data Protection Agency (CNIL - Centre Nationale Informatique et Liberté) to regulate the use of personal data via the digital personal workspace.

### Enrolment

- It is only possible to enrol on-line on the website <https://www.passionfle.fr>.
- When enrolling, the student accepts the PASSIONFLE general terms and conditions prior to paying for the lessons.
- Students aged over 18 must complete the on-line enrolment form on the PASSIONFLE website and must confirm that they have read and accept these general terms and conditions. If the students are under 18 years of age, the parents or legal guardians must complete the enrolment form on their behalf.
- The client will provide a valid email address upon enrolment which will be used for all administrative exchanges with PASSIONFLE.

### Conditions and pricing of services

- PASSIONFLE offers three different learning objectives: for studies, as a hobby or for professional use.
- For each of these objectives, three packages are available: Classic (10 lessons), Intense (20 lessons) or "à la carte", for which the client selects the number of lessons.
- The service must be paid in full upon enrolment.
- The rates applicable when enrolling are those stated on the <https://www.passionfle.fr> website on the date of enrolment. No claims may be made should the prices be changed after enrolment. A student enrolling for a period of 3 months from 10<sup>th</sup> March to 10<sup>th</sup> June will pay the service at the rate in force on the website on 10<sup>th</sup> March. If PASSIONFLE decides to apply a special offer during the month of April for example, it is not possible for the student to request the application of this offer, as enrolment was completed and paid prior to the special offer period.
- The price of the lessons depends on the student's objectives and the package selected. It is not possible to select an objective (studies, hobby or professional) and request lessons related to an objective which is different to that initially selected.

### Payment terms

- Payments are made solely on-line, via the payment solutions proposed by the <https://www.passionfle.fr> website.
- In the event of a special offer, enrolment and full payment must be completed prior to the date on which the offer expires. The corresponding promotional code must be provided upon enrolment. Special offers apply exclusively to new enrolments. It is not possible to cancel an existing enrolment completed prior to the start of a special offer with a view to taking advantage of it. A single special offer is applicable per enrolment, special offers cannot be combined. All special offers are subject to availability and may be subject to change.
- It is possible to discuss payment in instalments with PASSIONFLE's legal representative.

### **Provision of the digital workspace and start of the lessons**

- The digital resources are made available one working day after the confirmation of payment. The first lessons may then begin.
- For example, if the student pays on Monday 3<sup>rd</sup> September, he/she will receive the login details on Tuesday 4<sup>th</sup> September 2018 and will then be able to sign up for a lesson taking place on Wednesday 5<sup>th</sup> September subject to availability.
- The "à la carte" package does not provide a digital workspace if the number of lessons purchased is less than five. In this case, lessons are conducted via Skype (general public version), and exchanges with the teacher are conducted exclusively by email.

### **Duration of lessons, conditions of booking and cancellation**

- Lessons last 50 minutes and are given from Monday to Friday, in the morning and afternoon in general, and possibly in the evening in specific cases.
- Students book lessons using a digital booking space accessed by clients, regardless of the package selected. This space shows the available time slots according to other bookings made by students.
- Students may cancel a lesson under exceptional circumstances without justification 24 hours before the slot booked for that lesson at the latest. If the cancellation is made less than 24 hours before the lesson, the teacher will not reschedule the lesson, unless a legible and understandable medical certificate is submitted.
- In the event of the teacher being ill or unexpectedly absent, scheduled lessons will be postponed and conducted as soon as possible. This postponement modifies the end date of the contract, which will be pushed back by a number of days to be defined according to the circumstances.
- No lessons are given on public holidays, Saturdays and Sundays. No compensation will be given for the lack of a lesson due to a public holiday.

### **Duration of the contract**

- Lessons purchased with any package must be conducted within a timeframe which varies according to the package selected. Beyond the timeframe stated in the following points, the training stops and the digital resources will no longer be accessible, even if the student was unable to take part in all lessons, in particular due to unjustified absences.
- Students are notified by email that the date of the end of the training is approaching three weeks, then two weeks, then one week ahead of the end date, to their personal email address which was given upon enrolment.
- The duration of training for the various packages is as follows: the "classic" package (10 lessons) must be completed within a maximum of 3 months from the date of payment. Lessons in the "intense" package (20 lessons) and the "à la carte" package must be completed within six months of the date of payment.

- The end date of the training will be calculated on the basis of the date on which the client pays for the service. For example, if payment is completed for a “classic” package (3 months) on Monday 3<sup>rd</sup> September 2018, the training will come to an end on Monday 3<sup>rd</sup> December 2018 in the evening.
- The end date of training will be stated on the invoice sent by email to the client, taking into account any extension conditions described in the following point.
- Once the end date of the training has been reached, the student’s access to the digital workspace will be closed, and it will no longer be possible to book lessons with the teacher, even if the number of lessons proposed in the package has not been completed, in particular if the student has booked lessons inconsistently.
- At any time, on reasonable grounds, the student or PASSIONFLE may terminate the contract signed with the student without notice. In this case the student will be reimbursed on a pro rata basis of the lessons conducted in relation to the total number of lessons provided for in the package selected.

### **Extension of the contract’s duration**

- During the training, according to the circumstances (absence / illness of the teacher / justified illness of the student), the end date of the training may be updated and pushed back. The client will be notified by email of the new date.
- The extension of the end date of the training outside of the aforementioned cases (illness or absence of the teacher or illness of the student) is possible subject to the payment by the client of a fixed amount of 10 Euros per additional month. The student must submit this request at least one week before the contract’s end date.

### **Use of the digital resources made available to students**

- Clients having purchased the “classic” or “intense” packages enjoy access to a personal digital workspace and to different technical solutions.
- A digital workspace is not made available to clients on the “à la carte” package who have purchased less than 5 lessons. In this case, exchanges with the teacher are conducted via Skype (general public version) and by email.
- The resources made available are as follows: an Intranet accessible solely to students, a personal Web space, the Skype for Business tool for on-line lessons, a lesson booking tool, an email account in the student’s name, the Yammer tool for exchanges with the teacher, the on-line Office suite (Word, PowerPoint, etc.).
- The tools made available are for the sole use of the student within the strict framework of the lessons. Digital resources (such as the email account) must not be used for other purposes than those of the PASSIONFLE training.
- Students are solely responsible for their use of the digital tools and for any emails sent via the PASSIONFLE email account. PASSIONFLE may in no way be held liable for the content of messages sent by the student to a third party using the PASSIONFLE email account.
- PASSIONFLE protects students’ personal data in accordance with the requirements of the French Data Protection Agency (CNIL - Centre Nationale Informatique et Liberté).
- In the event of inappropriate and wrongful use of the tools made available by PASSIONFLE, we reserve the right to terminate the training contract, following notice by email. The student will be reimbursed on a pro rata basis of the number of lessons conducted in relation to the total number of lessons initially provided for in the contract.