

Terms & Conditions

Ciel
Bretagne



These General Terms and Conditions are applicable to the services offered by Ciel Bretagne – Department of French as a Foreign Language managed by the Finistère Chamber of Commerce and Industry (referred to as “Ciel Bretagne”), i.e. French courses with or without accommodation, and subscribed by a service provider directly to Ciel Bretagne.

The services are aimed at:

- *minors from the age of 16, integrated into international courses*
- *minors from 14 years old, in closed groups*

By paying for all or part of the service, the service provider unreservedly

accepts these General Terms and Conditions as well as the Internal Regulations to which they refer. By registering with Ciel Bretagne, the service provider undertakes to respect the internal rules of Ciel Bretagne.

ARTICLE 1: PURPOSE

The purpose of these General Terms and Conditions is to define the obligations of each of the parties and the conditions under which Ciel Bretagne provides the Trainee with the services subscribed to by the service provider. When the specificities of the service subscribed to by the service provider so require, the General Terms and Conditions are supplemented by Special Terms and Conditions which form an inseparable whole with these General Terms and Conditions. In the event of a contradiction between the two, the Special Terms and Conditions shall prevail over the General Terms and Conditions.

ARTICLE 2 – CONDITIONS OF REGISTRATION

The Trainee must be at least 14 years old to benefit from the services of Ciel Bretagne in a closed group or accommodation with a host family, 16 years old to join an international group and 18 years old for accommodation in a residence or hotel.

Trainees who are not nationals of the European Economic Area are subject to special admission conditions (see Article 4).

ARTICLE 3 – FINANCIAL CONDITIONS

Participation in the services provided by Ciel Bretagne requires the payment in euros of the following fees:

3.1 Registration Fees. This flat-rate fee covers the administrative costs related to the training of the Trainee at Ciel Bretagne. It applies to all courses taken at Ciel Bretagne for the predefined training period.

3.2 Resort Fees. The amount of the fees varies according to the duration of the course chosen and the type of services chosen (accommodation, activities, etc.).

3.3 Cancellation Fees. If the Trainee or the Service Provider takes the initiative to cancel the courses booked, Ciel Bretagne charges cancellation fees (Cf. Article 7).

3.4 Bank Charges. All bank and interbank fees borne by Ciel Bretagne are the responsibility of the Service Provider.

ARTICLE 4 – REGISTRATION FORMALITIES

4.1 Formalities common to all Interns

The Intern can register in three different ways:

- by e-mail,

- by post,
- directly on site, at the Ciel Bretagne.

The service provider will provide the identity information of the trainees at Ciel Bretagne and, if applicable, a “student” visa allowing them to obtain a residence permit covering the duration of the training.

A confirmation of registration will be sent by Ciel Bretagne upon receipt of the deposit, and if necessary accompanied by the contact details of the place of accommodation insofar as the reservation of this will have been entrusted to Ciel Bretagne.

At the time of registration, the Trainee is asked to produce a written French level test. The level test must be carried out without any help so as not to distort the real level of French.

If at the beginning of the training, no course corresponds to the Trainee’s real level of French, Ciel Bretagne reserves the right to transform the group course into private lessons and to transform part of the face-to-face hours into e-learning work.

4.2 Specific formalities for foreign students who do not require a visa

For any stay not subject to a visa, Ciel Bretagne will definitively register the Trainee when the deposit is paid (see article 6.1).

4.3 Specific formalities for foreign nationals requiring a visa

If you are not a citizen of the European Union:

- For 1 stay of 3 months maximum and unless otherwise agreed, you must apply for a tourist visa from the French authorities in your country.
- For 1 stay of more than 3 months, you must apply for a student visa entitling you to the French authorities in your country.

A deposit of 50% of the total amount of the course fees must be attached to the registration form in order to obtain a confirmation of registration and an official letter of invitation. The balance of the stay must be received 30 days before the start of the course without any reminder from us.

4.4 Specific formalities for minor students

For Trainees under 18 years of age, an authorisation from the legal representative and the legal representative’s insurance certificate (see Article 9) must be attached to the registration form.

Parental authorisations indicate the times of authorisation for evening and weekend outings. Young people under 16 years old are not allowed to go out in the evening (after 8 p.m.) during the week and after 10 p.m. on weekends.

A group leader must be present for the duration of the stay. He will accompany and supervise the Trainees in his charge during the excursions. The contact details of this person will be sent to the host families and will remain reachable for the duration of the stay.

ARTICLE 5 – WITHDRAWAL PERIOD IN THE CASE OF REMOTE REGISTRATION

The service provider has a withdrawal period of 14 days. This period runs from the date of acceptance by the service provider of the General Terms and Conditions of Sale. The latter will notify his right of withdrawal in writing. Le Ciel Bretagne undertakes to reimburse the service provider for all sums paid within 14 days of the date on which it was informed of the decision to withdraw. The refund will be made by bank transfer and to the same payer.

The service provider must complete and return this form only if he wishes to cancel his registration with Ciel Bretagne, at the email info@ciel.fr: "I hereby notify you of my withdrawal from the contract relating to the training below: Ordered on (*) / received on (*) / Name of the Trainee / Address of the Trainee / Signature of the Trainee (only in case of notification of this form on paper) / Date."

ARTICLE 6 – PAYMENT

Payment for training, accommodation and related costs is made:

- by credit card,
- by cashier's cheque in Euros endorsed in France to the order of the CCI of Finistère – Ciel Bretagne – (IMPORTANT: indicate the name of the programme),
- by bank transfer to the Ciel Bretagne account, specifying the name of the program.

Bank details:

IBAN: FR76 1380 7005 6109 3194 8805 465

BIC: CCBPFRPPNAN

Bank: BPGO – Banque Populaire Grand Ouest – Nord-Finistère business branch – 430 rue Augustin Jacq – 29200 Brest

A copy of the transfer order must be sent by email.

In order to avoid excessive bank fees, bank card payments of deposits or the balance of the registration are to be preferred.

ARTICLE 6.1 – Deposit

Regardless of the formula chosen, a deposit is payable by credit card, cashier's cheque in Euros or bank transfer.

The amount of the advance payment is:

- €153 for European Union Trainees
- 50% of the total course fee for non-EU Trainees.

Payments must be made in Euros to the order of the CCI of Finistère – Ciel Bretagne

– (IMPORTANT: indicate the name of the program).

ARTICLE 6.2 – Sale

The balance of the amount of the service due to Ciel Bretagne must be paid 30 days before the date of arrival at Ciel Bretagne.

For any registration less than 30 days before the start, the full amount will be paid at the time of registration.

As long as the balance of the price is not paid, the Trainee will not be able to benefit from the services requested.

ARTICLE 7 – CANCELLATION

Cancellation entails cancellation fees to be paid by the service provider, which vary according to the date of cancellation and the type of services ordered and which are specified in these conditions. Any shortening of the course or stay before the arrival of the Student(s) is considered a partial cancellation, therefore the cancellation fees will apply to the cancelled period.

Any request for cancellation of a service must be made in writing to Ciel Bretagne at the following address: info@ciel.fr or by post, as evidenced by the postmark to: Ciel Bretagne Rue du Gué Fleuri 29480 Le Relecq-Kerhuon France. Only the date of receipt of the cancellation request is taken into account as the effective date of the cancellation.

In the event of cancellation, Ciel Bretagne will systematically offer the service provider a postponement under the conditions set out in Article 8 below.

7.1 Cancellation at the initiative of the service provider

In the following developments, the date of the “start of the courses” must be understood as the date of the first day of training followed by the Trainee upon his arrival at Ciel Bretagne. This date is unique regardless of the duration of the Intern’s presence at Ciel Bretagne.

If the Trainee cancels several types of services (courses, activities, accommodation, etc.), the cancellation fees indicated below are cumulative.

The amount of the cancellation fee is as follows:

- in case of cancellation received more than 10 days before the start of

the course: €153;

– in case of cancellation received during the 10 days preceding the start of the course: €478 (deposit of €153 + the price of a week's course at €325, list price);

– In case of cancellation due to a visa refusal: 153 € deducted from the 50% deposit (reimbursement of the costs incurred only on presentation of the letter of refusal issued by the French authorities and this, at least 5 days before the start of the course.

Refunds will be made 2 months after notification of the cancellation to our services.

7.2 Cancellation at the initiative of Ciel Bretagne

In the event of the outright cancellation of a service at the initiative of Ciel Bretagne (in particular due to a lack of Trainees registered in the programme), the price paid by the Trainee will be refunded.

In any case, the cancellation or postponement of services cannot give rise to the payment by Ciel Bretagne of damages, for any reason whatsoever.

ARTICLE 8 – DEFERRAL OR MODIFICATION OF BENEFITS

8.1 Deferral or modification of benefits at the initiative of the claimant

The service provider can benefit from an automatic deferral of their service valid for a maximum period of 12 months from the date of registration. An absent Trainee is not entitled to any deferral regardless of the service for which he or she is registered: courses, accommodation, activity, transfer, etc.

8.2 Postponement or modification of services at the initiative of Ciel Bretagne

In the event of an insufficient number of participants in an international course, Ciel Bretagne reserves the right to postpone it or to reduce the weekly number of hours. To compensate for the hours lost, hours of e-learning work can be set up.

In the event of postponement of the service, Ciel Bretagne will offer the service provider new dates for the service.

If the service provider accepts them, the price initially paid corresponds to the full payment of the postponed service. The service provider is informed that Ciel Bretagne will not necessarily be able to provide certain courses for organisational reasons and the availability of teachers – and declares that it accepts this possibility. If a course is not provided as initially envisaged, Ciel Bretagne will inform the provider concerned as soon as possible and will offer another type of course instead. If the service provider refuses the service offered as a replacement, the price initially paid to Ciel Bretagne will be refunded. In any case, the Ciel Bretagne is trying to

reschedule the cancelled service. Ciel Bretagne does not provide French lessons (or any other service) on public holidays as defined in Article L. 3133-1 et seq. of the Labour Code.

ARTICLE 9 – INSURANCE

Le Ciel Bretagne declines all responsibility in the event of loss, theft or damage to the Trainee's personal belongings occurring on the premises of Le Ciel Bretagne.

Each Intern must take out insurance himself, according to the legislation of his country, covering illness, loss of money, valuables or luggage, theft, interruption of the internship for personal or health reasons and civil liability.

The Trainee must present a copy of his insurance certificate at the time of registration.

ARTICLE 10 – RIGHT TO ONE'S IMAGE

Unless otherwise advised by the Trainee at the time of registration, Ciel Bretagne may be required to take photos or videos of the Trainees and use them in its information and communication documents.

ARTICLE 11 – DISCIPLINE

11.1 Discipline within the Ciel Bretagne

In the event of a breach by the Trainee of the Ciel Bretagne Internal Regulations, the management of Ciel Bretagne reserves the right to interrupt the training of the trainees concerned without notice.

11.2 Discipline for any other service (accommodation, activity, transfer, etc.)

In the event of a breach by the Trainee of the rules imposed by a service provider, Ciel Bretagne reserves the right to interrupt the offending Trainee's service without notice. In the case of a stay with a host family, the Intern undertakes to respect the rules of life that will be transmitted to him by Ciel Bretagne before his final registration.

ARTICLE 12 – ACCOMMODATION WITH A HOST FAMILY

Article 12 – 1 – Accommodation

The courses provided by the Ciel Bretagne start on Mondays (except public holidays). Any arrival before Sunday evening or any extension will be subject to an additional charge and will be reported to the Ciel Bretagne.

Homestay includes: half board from Monday to Friday: breakfast, dinner, overnight stay in a single room and full board at the weekend.

No partial refund of the accommodation amount can be made. Every week started is

due.

Other accommodation: any other reservation can be made by Ciel Bretagne at your request. Payment is made directly to the service provider.

Article 12 – 2 – Transfer

In the case of accommodation with a host family, the arrival (and departure) of the Intern at the train station or airport of Brest may be ensured by the host family provided that the information has been communicated to them at least one week in advance (day and time of arrival, place, flight or train number).

For other types of accommodation, the transfer is the responsibility of the Intern.

ARTICLE 13 – PROTECTION OF PERSONAL DATA (GDPR)

13.1 Ciel Bretagne collects and processes personal data for the proper execution of these T&Cs. The personal data of the Client and the Trainees are used in the strict context of the subscription, execution, follow-up, organisation of the Services, collection, invoicing and accounting of Ciel Bretagne, prospecting and animation of Ciel Bretagne, and the management of the relationship with its Clients and Trainees.

The data is kept for the duration of the contractual relationship for a period of 5 years after the collection or the last contact with the Trainee for registration, educational, administrative and commercial follow-up purposes. The recipients of this data are the staff of the French as a Foreign Language Department of Ciel Bretagne. The data may also be communicated to subcontractors of the CCI of Finistère – Ciel Bretagne who act in the name and on its behalf, and in particular the host of the Site, the payment service providers and any other person specifically authorised to read it in the performance of his or her duties.

13.2 In accordance with Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and freedoms, and European Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR: General Data Protection Regulation), the Client and the Trainees have a right of access to data concerning them, rectification, query, limitation, portability, deletion. The Client and the Trainees concerned by the processing carried out also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data on the legal basis of the legitimate interest of Ciel Bretagne, as well as the right to object to commercial prospecting. They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above by e-mail or by post to the following addresses:

- by email: guerch@finistere.cci.fr
- or by mail to the attention of the DPO at the following postal address:

Gwenaëlle Guerch

Airport – CS 27934 – 29679 Morlaix cedex

1. 02 98 62 39 06 – F. 02 98 62 39 50

13.3 The Client and the Trainees have the right to lodge a complaint with the CNIL regarding the processing of their personal data. They are encouraged to contact CCI Formation Bretagne before any complaint, to find a solution to the problem together.

ARTICLE 14 – FORCE MAJEURE

Neither Party shall be liable to the other, nor shall it be deemed to have committed any breach, if such breach is prevented or delayed in the performance of its obligations (except for the payment of all debts when due) due to any Force Majeure circumstance, including, but not limited to, acts of God: floods, storms, fires, earthquakes, pandemics; the facts of man such as strikes, riots, war, sabotage, terrorism; government-imposed restrictions; hacking or computer and electronic malfunctions and/or any other cause beyond the control of the parties and detrimental to the proper execution of these terms and conditions.

In the event of Force Majeure, the parties will meet to determine the conditions for the continuation of the contract or to decide on its early termination.

ARTICLE 15 – LIABILITY

Le Ciel Bretagne cannot be held liable for any loss, damage or injury suffered by persons or property, and whatever the causes, except in cases where its liability is expressly provided for by French law. Damage caused by the Trainee to property and persons is incurring his liability.

ARTICLE 16 – COMPLAINTS – DISPUTES

Any complaint by the Trainee must be sent by post to Ciel Bretagne, which undertakes to study it carefully. In the event of a dispute arising between the parties, they agree to use all reasonable means to find an amicable solution before any referral to a court.

The French courts within the jurisdiction of the headquarters of the CCI of Finistère will have jurisdiction to hear any dispute relating to the interpretation or execution of any of the provisions of these conditions. Only French law is applicable.

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