

CENTRE MÉDITERRANÉEN D'ÉTUDES FRANÇAISES



GENERAL BOOKING TERMS AND CONDITIONS - STAYS FOR GROUPS 2021

The general booking and sale terms and conditions govern the relationship between Centre Méditerranéen d'Études Françaises (CMEF), based in Chemin des oliviers - 06320 Cap-d'Ail and those participating in its programs (language stays for school or university groups, cultural or artistic stays and other group stays). These booking terms and conditions are presented prior to any booking.

Notice: Summer programs observe specific booking conditions.

CMEF is a non-profit organization (governed by the law of 1901), certified by the Ministry of Youth and Sport by local agreement N° R-06-050 with the label "Youth and Popular Education", as well as by the Ministry of National Education (N° 57/1 in the Official Bulletin/Academic Inspection N° 0698.21), with a France Éducation International "FLE" license (French as foreign language).

All groups must pay a 15-euro annual membership fee to hire CMEF's services.

Booking a stay by paying the deposit implies acceptance of these booking conditions, and particularly CMEF's internal rules (§ 12).

ARTICLE 1: TERMS OF ENROLLMENT

- ▲ CMEF does not accept unaccompanied minors. The soliciting/organizing school must send CMEF a list of the students and teachers/chaperones taking part of the trip specifying: their first and last name, nationality, date and place of birth, as required by the French law,
- ▲ the minimum length of a stay is one business week (Monday through Friday),
- ▲ the annual membership fee must be paid at the time of booking, along with the deposit.

ARTICLE 2: BOOKING TERMS AND CONDITIONS

All booking requests must be made and confirmed in writing (mail or email) by the soliciting/organizing school. Once this request has been received by CMEF, a **booking agreement** containing the stay's price and dates, a weekly schedule and the deposit's invoice is sent out for signature. This agreement states these booking terms and conditions as well as CMEF's internal rules (§ 12). Should the deposit not be paid by the due date, the booking gets cancelled.

ARTICLE 3: SERVICES

- ▲ French language courses (see the objectives and content of these courses on our webpage [French language courses for Middle and High school classes](#)),
- ▲ full or half-board accommodation,
- ▲ rooms for 3, 4 or 5,
- ▲ beds are made on arrival; rooms are all equipped with bathroom facilities (lavabo, shower, and toilet),
- ▲ a self-service cafeteria.

The extent of these services (language courses, outings, welcome desk...) is better defined on the booking agreement tailor-made for the solicitor/trip organizer. For more information, refer to the trip description on [our brochure](#) or on [our website](#).

Notice: CMEF complies with official French health and safety standards for establishments accommodating school groups.

ARTICLE 4: PRICING

CMEF programs prices are established each year and customers are informed thereof on the booking agreement. They vary depending on the service. Prices are quoted in euros. Examples of prices can be found on [our brochure](#) and on [our website](#).

ARTICLE 5: DEPOSIT AND BALANCE

A 25% upfront payment is required to confirm a booking, the remaining balance is due by the invoice sent date and no later than one month before the arrival. Installments are to be paid in euros and they can be wire-transferred or paid online. Banking fees are covered by the solicitor/organizer. After 30 days, an outstanding balance will generate a bank-calculated late payment fee to be covered by the solicitor/organizer.

ARTICLE 6: BOOKING UPDATES

Any changes on a booking, be it service-wise or to increase the number of participants, must be requested by the solicitor/organizer in writing and approved by CMEF. Should it be approved, an updated booking agreement will be issued.

ARTICLE 7: PARTIAL CANCELLATIONS

A reduced headcount on arrival does not generate penalties in terms of meals and accommodation, provided the shrinkage represents no more than 10% of the initial booking. Tuition for the language courses are however due as initially quoted regardless of the number of students.

ARTICLE 8: CANCELLATION

Cancellations must be requested in writing by the solicitor/organizer. A partial payment will nonetheless be due accordingly:

- ▲ if requested more than 90 days prior to the arrival date: 50% of the deposit is due;
- ▲ if requested between 89 and 30 days prior to the arrival date: the full deposit is due;
- ▲ if requested less than 30 days prior to the arrival date: the full stay is due.

ARTICLE 9: ROOM ARRANGEMENTS

CMEF cannot guarantee the accommodation of an entire group on the same floor or even the same building. Teachers/chaperones teachers will be lodged near their students. Under no circumstance members of different groups will be required to share rooms.

ARTICLE 10: SECURITY DEPOSIT

Upon arrival, when the rooms keys are supplied, a security deposit of 5 euros per student is asked to the group leader. This deposit is intended to cover for any damages CMEF's staff might report and for which the group might be hold accountable.

ARTICLE 11: FORCE MAJEURE

- ▲ **Relocation:** in the event of force majeure, CMEF reserves the right to accommodate the group or some of its members in a facility (hotel, tourist residence) offering at least the same services, at no extra cost.

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In the event of a force majeure resulting in damages to the venue (fire, flash flood), CMEF will notify the solicitor/trip organizer through all available channels of the cancellation of the stay and refund the deposit paid (this does not include travel expenses).

CMEF cannot be held responsible for the delay, cancellation, or unforeseen dysfunction of the services that it recommends and books at no extra charge for the group upon request of its leader.

- ▲ *Cancellation of the stay due to force majeure*: should a language stay in our school need to be cancelled after it has been confirmed as a result of travel restrictions, lockdown, halt to transportation, detection of COVID-19 symptoms among the group members or any other epidemic/pandemic-related adverse change or event, no cancellation fees will be applied and deferred dates for the stay will be offered. If required, we will refund any paid installments paid (this does not include travel expenses) unless the cancellation takes place less than one week before the arrival date, in which case the deposit will be withheld.

ARTICLE 12: INTERNAL RULES (BASED ON FRENCH LEGISLATION)

Teachers/chaperones appointed by are responsible for their students throughout the stay. Introduction and consumption of alcoholic drinks or illegal substances into the facilities is forbidden. According to the regulations and for security reasons (7-acre wooded park), smoking and fires are forbidden.

The entry code for the gate is solely intended for teachers/chaperones' use.

Other prohibitions: energy drinks, unaccompanied outings, graffiti and other damages to the property, tree-climbing, withholding dangerous objects like knives, other. Speakers are allowed if they are used at low volume in the rooms, and never after 10 p.m.

After consultation with the solicitor/trip organizer, CMEF management reserves the right to expel a student or a group of students at their own expense in case of flagrant or continued misconduct and/or disruptive behavior and not adherence to these rules. In such case, no refund will be issued. CMEF is a private educational establishment, it is therefore forbidden to invite and allow external visitors into the facilities.

Pets are not allowed in CMEF.

Notice: prior to their stay, the signing party must present the stay participants and their families with these rules, for they are deemed to be aware of them and to have fully accepted them.

ARTICLE 13: HEALTH MATTERS

Meals suitable for people with food allergies or intolerances may be provided if a written request is made no later than 15 days prior to the arrival of the group. The group's chaperones/teachers, who are in charge of the students and in liaison with the soliciting/organizing school, must be ready to provide the health profile of any student (personal health record) at all times should the French or Monegasque medical authorities need to intervene, as well as proof of health and accident insurance.

ARTICLE 14: INSURANCE

The soliciting/organizing school must foresee an insurance contract covering liability, illness, accident, and repatriation for all participants, and send a copy of it to CMEF before the beginning of the stay. CMEF highly recommends getting also covered against theft/loss of personal items and any sort of trip cancellation.

CMEF is covered with an AXA civil liability insurance, contract № 5886246204, for all consequences of professional liability for which it might be accountable as a certified educational association.

CMEF cannot be held responsible for the theft of or damage of any of the participants' belongings. Valuables can be left in a safe in the Centre.

ARTICLE 15: BUS PARKING

CMEF does not have an onsite bus parking and cannot guarantee it in the immediate vicinity of the campus.

ARTICLE 16: IMAGE REPRODUCTION RIGHTS

CMEF carefully and respectfully selects and uses photos of the stays on its brochures and website for illustrative and marketing purposes. Stay participants (or their parents or legal representative) may request not to be depicted. Such requests must be submitted by priority mail by the day of arrival at the latest.

ARTICLE 17: RGPD (GENERAL DATA PROTECTION REGULATION)

Personal data collected by CMEF is confidential and for the exclusive use of the school. The General Data Protection Regulation (RGPD) came into effect on May 25, 2018. This regulation aims to better protect individuals with respect to the processing of their personal data and to better define professional liability. Our association complies with this regulation. Stay participants' data is neither shared with nor sold to third parties.

ARTICLE 18: COMPLAINTS

All email or mail communications between the soliciting/organizing school and CMEF should avoid ambiguity as to the exact nature of the proposed and expected services. Should nonetheless a contractual delivery problem appear during the stay, CMEF would do its best to resolve it immediately. If in spite of this no resolution is reached, the soliciting school will have the option to file a claim with CMEF's management no later than one week after the end of the stay, via email (contact@cmeff-monaco.fr) or mail.

ARTICLE 19: LITIGATION

Any litigation concerning the execution of the present clauses are within the jurisdiction of the law courts where CMEF is situated: Nice 06000.