



## GENERAL BOOKING TERMS AND CONDITIONS - STAYS FOR GROUPS 2020

The general terms and conditions for booking and sale govern the relationship between the Mediterranean Centre for French Studies (CMEF), located at the Chemin des oliviers - 06320 Cap d'Ail and those benefiting from its programmes (language stay holidays for school or university groups, cultural or artistic stays, other group stays). The booking terms and conditions must be made available prior to any booking being made.

**NB:** Summer programmes are also governed by specific booking conditions.

The CMEF is a non-profit making organisation (governed by the law of 1901), certified by the Ministry of Youth and Sport Local agreement No. R-06-050, label of recognition "Youth and Popular Education" and by the Ministry of National Education (No. 57/1 in the Official Bulletin/Report Academic Inspection No. 0698.21).

All groups must pay the 15 Euros annual fee to benefit from the services of CMEF.

**Booking a stay by payment of a deposit implies acceptance of the present terms of booking and sale as they are set out below, including the CMEF's bylaws (Article 12).**

### ARTICLE 1: TERMS OF ENROLMENT

- CMEF does not accept unaccompanied minors. The applicant institution / organizer must send CMEF the list of students and teachers / chaperones with: first name and last name, nationality and date and place of birth, as required under French law,
- The minimum length of stay is one week,
- The fee must be paid at the time of booking with deposit.

### ARTICLE 2: BOOKING TERMS AND CONDITIONS

All booking requests must be made and confirmed in writing (post, fax or email) by the applicant / trip organizer. Once this request has been received by CMEF, a **booking dossier** shall be addressed and shall include a quotation to be signed as confirmation (fees, date of stay, sample programme and payment request). It shall include these general booking conditions and the internal rules and regulations of CMEF. If the deposit is not paid within the payment deadline specified on the estimate, the booking is cancelled.

### ARTICLE 3: SERVICES

- French language courses (see the description of the objectives and content on our website on page "French language courses for Middle and High school classes"),
- Full or half-board accommodation,
- Types of room: 3, 4 and 5 beds,
- Made bed on arrival; basin, shower and toilet in all rooms (except for a few: to be specified). Bathroom linen is not provided.
- Meals in the self-service cafeteria.

The content of services (language courses, welcome, etc.) is defined in an estimate prepared with the applicant / trip organizer. Refer to the detailed description that appears in our brochure or on our website: [www.cmf-monaco.fr](http://www.cmf-monaco.fr)

**NB:** the CMEF complies with health and safety standards drawn up by the French State for establishments open to school children.

### ARTICLE 4: FEES

The fees for CMEF programmes are set annually and customers are informed thereof in our quotation. They vary depending on the service. Prices quoted are in Euros. Examples of prices listed on our brochure and on our website.

### ARTICLE 5: DEPOSIT AND BALANCE

25% deposit payable on booking and the balance upon receipt invoice no later than 1 month before arrival. Payments available by bank transfer or online in Euros. Bank charges are to be borne by the applicant / organizer. Invoice not paid within 30 days: interest fees at bank base rate to be paid by the applicant.

### ARTICLE 6: CHANGES TO THE SERVICE OR TO THE ENROLMENT

Any request for an amendment to the services or an increase in the enrolment by the applicant/trip organizer must be made at least one month prior to any stay in writing to obtain the CMEF's approval. In the event of an agreement, a new estimate shall be sent by the CMEF.

### ARTICLE 7: PARTIAL CANCELLATION

In the event of a smaller than expected group of students arriving at the CMEF upon confirming a stay: no financial penalty shall be applicable for accommodation/catering (if the enrollment is less by 10% maximum), but educational costs for absent students shall be withheld.

### ARTICLE 8: CANCELLATION

All cancellations made in writing by the applicant / organizer will result in the collection of fees at the following rates:

- More than 90 days before the planned date of arrival : 50% of the deposit.
- Between 89 days and 30 days before arrival: full deposit.
- Less than 1 month before arrival: the balance is due.

### ARTICLE 9 : ROOMS ALLOCATION

The CMEF cannot guarantee that all rooms will be situated on the same floor or even in the same building for all members of a particular group. Accompanying teachers will be housed near the students.

Members of different groups will not be asked to share the same room.

## ARTICLE 10: DEPOSIT

When a group arrives and the keys are handed over, a **deposit of € 5 per student** is asked to the group leader. Part or all of the deposit will be used to pay for any damage or breakages noticed by our staff.

## ARTICLE 11: IN THE EVENT OF FORCE MAJEURE

Relocation: in the event of force majeure, CMEF reserves the right to accommodate a group or certain members of it in an accommodation facility (hotel, tourist residence) offering at least the same services and without any change in the price.

In case of force majeure (fire, water damage), CMEF will notify the applicant / trip organizer, by all means, of the cancellation of the stay and refund the deposit paid (no refund of travel expenses).

CMEF cannot be held responsible for the delay, cancellation, unforeseen dysfunction of services that it recommends and is instructed (free of charges) to book by the group leaders.

## ARTICLE 12: SCHOOL RULES (ACCORDING TO THE FRENCH LEGISLATION)

The teachers/chaperones appointed by the organizer are responsible for their students throughout their stay. Introduction and consumption of alcoholic drinks or illegal substances into CMEF area is forbidden. According to the regulations and for security reasons (a wooded park of 3 hectares), smoking and using fire are forbidden.

The entry code for the gate is strictly reserved for teachers supervising the group.

Formal banning of: energy drinks, outing without coaches/teachers, graffiti and damage, trees climbing, keeping of dangerous objects: knife, etc..

Music devices are allowed provided that they are used in low volume in the rooms, and off after 10:00 PM.

After consultation with the applicant / 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 behaviour and not respect of school regulation. In these cases no refund of fees. CMEF is a private educational establishment, it is forbidden for those participating in its stay to receive non-participants or to allow them entry to CMEF property.

Pets are not allowed in the CMEF area.

**N.B.:** prior to their stay, the person responsible for signing this contract must inform the children and families concerned of these rules. The children and families in question are deemed to have read and accepted the terms and conditions.

## ARTICLE 13: HEALTH ISSUES

Food suitable for people with food allergies or intolerances may be offered, subject to written requests being provided by no later than 15 days prior to the arrival of the group. **The chaperones / teachers of the group, since they are responsible for their students must in conjunction with their school - applicant / trip organizer - promptly provide the health profile of each student (personal health record) to the French or Monegasque medical authorities in the event of a health problem, as well as proof of sickness and accident insurance.**

## ARTICLE 14: INSURANCE

**The school establishment applicant / trip organizer must necessarily take out an insurance policy against risks: liability insurance for all participants, illness, accident, repatriation. Possibly: loss or theft of personal belongings, cancellation of trip.**

CMEF has taken out a civil liability insurance, contract No. 5886246204 with AXA insurance company, covering the consequences of professional liability that it may incur as an approved educational association.

CMEF cannot be held responsible for the theft of or damage to the luggage or belongings of the participants. Personal valuables can be left in a safe in the Centre.

## ARTICLE 15: BUS PARKING

CMEF does not have a bus parking space on its site and can not guarantee bus parking in the immediate vicinity of the centre.

## ARTICLE 16: IMAGE REPRODUCTION RIGHTS

CMEF uses carefully selected photos taken during stays here to illustrate our marketing documents and website, unless the participant (or their parents or legal representative) specifically requests not to be included. Any such request must be submitted to the CMEF by registered letter on the day of arrival at the latest.

## ARTICLE 17: RGPD (GENERAL DATA PROTECTION REGULATION)

Personal data collected by the CMEF are 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 empower professionals. Our association complies with this regulation. No data is transmitted, whether freely of charge or for a fee, to third parties.

## ARTICLE 18: COMPLAINTS

The numerous preparatory exchanges by e-mail, fax and per post between the applicant school and the CMEF should be exploited to prevent any ambiguity as to the exact nature of the proposed and expected benefits. Should nonetheless a contractual delivery problem show up during the stay, CMEF would do its best to resolve it immediately. If, despite this, the dispute continues, the applicant school will have the option to send its claim to the direction of CMEF no later than one week after the end of the stay. E-mail: [contact@cmef-monaco.fr](mailto:contact@cmef-monaco.fr) Fax: 0493418396 or per post to the address of CMEF.

## ARTICLE 19: LITIGATION

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