

Terms and Conditions - 2008

CERAN LINGUA INTERNATIONAL (C.L.I.) SA AND ITS LICENSED CENTRES, CERAN-ILC SA, LINGUANIMA SARL, ABSOLUTELY ENGLISH LTD, ABSOLUTELY ENGLISH JUNIORS LTD AND LINGUAINMERSION SL.

1. Opposability

The provisions of our terms and conditions are an integral part of our product offering and of any sales agreement involving CERAN products or services. The client is considered to be aware of and to have accepted all the clauses and to have renounced his or her own purchasing conditions, unless there is an express stipulation to the contrary with the written agreement of both parties.

2. Offer

All our offers of products and services are applicable for a period of 1 year. The prices indicated are valid from 01.01.2008 for all courses taken after this date regardless of when the course was booked.

3. Prices

The prices stated in our brochures and catalogues are valid for a period of 1 year from the date when the price becomes applicable. Prices do not include shipping costs for all CERAN products ordered for use at home by our clients.

4. Payment

Our invoices are payable from the 7th working day after their receipt by the client. In the event of registration less than 30 days before a course begins, the registration fees are payable immediately and the client will be asked for either the details of his or her credit card or proof of payment as soon as the invoice is received. A photocopy of a bank transfer document or of a cheque does not constitute proof of payment.

The amounts due are to be credited to the account of the CERAN centre where the chosen course takes place, either by credit card or by bank transfer (bank charges associated with the order to pay in the case of international transfers are the responsibility of the client).

In the event of non-payment within 30 days of the due date, our invoices are automatically subject to interest at the rate of 12% per year without prior notice. In addition, the amounts will be automatically and without prior notice increased by a percentage of 15%, with a minimum value of € 25, as lump sum compensation.

Any dispute with regard to an invoice must reach us by registered letter within 15 working days of receipt of the invoice.

5. Registration Conditions

a. CERAN courses:

Registration for a CERAN course only becomes definitive once the CERAN LINGUA INTERNATIONAL Customer Services department has received and accepted the fully completed and signed registration form sent by post, fax or e-mail.

Acceptance of the registration is represented by the sending of the written reservation accompanied by a precise description of the product or service that has been ordered, together with a confirmation of our terms and conditions and an invoice.

We reserve the right to cancel course bookings for which payment has not been made and proof of payment has not been sent within a reasonable period.

b. Hotel services and miscellaneous supplements:

Hotel and catering services provided in the CERAN centre and any other supplements ordered within the centre must be paid for immediately by the beneficiary, in cash or with a credit card accepted by the CERAN centre in question.

Sending an invoice to the student or his or her company for later payment will lead to the application of a fixed and indivisible invoice fee of € 25.

6. Cooling-off Period - Waiver

The client has the right to waive the order for CERAN products or services, without penalty and without having to provide a reason, within a cooling-off period of 7 working days from the day following the delivery of the CERAN product or the day following receipt of the definitive confirmation of registration for the CERAN course.

Beyond this cooling-off period, waiving an order for CERAN products or services will result in the client being subject to the application of the conditions stipulated in point 7.

This right to waive the order cannot be exercised by the client:

- in the case of the supply of audio CDs that were opened on receipt;
- when registering for a course that begins before the end of the 7-day cooling-off period.

If the client exercises the waiver within the 7-day period, CERAN will be liable for the costs of sending back the products.

7. Conditions for the Cancellation or Postponement of CERAN Courses

If the client cancels or postpones the course - which in any case must always be done in writing - less than 15 days before the start date, a cancellation fee of 15% of the total invoice amount will be payable. These fees will rise to 30% of the total invoice amount for cancellations or postponements less than 7 days before the beginning of the seminar. For mini-trips and Packages, the cancellation and postponement fees apply to the total amount invoiced.

For distance language coaching, any cancellation and/or postponement must be made in writing to your agent or our Customer Service Department, at latest on the day before the course. Any lesson cancelled on the day when it is being held will be deemed to be lost and no reimbursement will be provided.

Registration fees that have already been paid will be reimbursed, with the cancellation or postponement fees deducted. Bank charges arising from the reimbursement will be charged to the client.

The first week of the stay must be paid for in full if the client fails to arrive.

If the client leaves or is absent from the course, any weeks of courses that have already begun must be paid for in full. Absences cannot be compensated for with equivalent services.

8. Responsibility

We guarantee that we will do all we can to help the client to achieve his or her learning objectives. However, our obligation to the client regarding the learning of a foreign language is limited to an obligation of due care, and the client alone is responsible for the results achieved.

Any failure on our part to carry out our obligations will give rise to sanctions under the rules of Belgian law.

However, we are not liable for any compensation if, for reasons beyond our control, we are unable to provide all or part of the planned service and/or training. In this case, our liability will be limited to returning the fees paid for the services that were not provided.

Similarly, we cannot accept any liability for physical or material harm caused by third parties operating transfers to or from the station or airport, or by hidden defects or inherent risks in products bought from third parties and sold as seen by CERAN centres solely for the comfort of the client.

9. CERAN Branded Learning Materials

All supplies (CERAN books, exercises and documents, CDs) ordered and dispatched at the request of the client are shipped at the risk of the addressee. We cannot be held responsible for lateness, damage or loss due to postal services or courier companies.

No claim for apparent defects in CERAN products will be accepted unless it is specified in writing within 7 calendar days of receipt of the product in question.

However, the abovementioned guarantee does not cover:

- poor handling of the product;
- damage caused by force majeure;
- use of the product in any other way than that which might reasonably be expected given its nature.

The name "CERAN LINGUA" is a registered trademark. Its reproduction by any means without our express written permission will lead to legal proceedings.

All the CERAN course books, exercises, documents and CDs are the results of our work and our expertise. We exercise all our intellectual property rights over them fully and without reservation. All rights are reserved for all our products, which may in no case be reproduced, even partially, by any means, nor be rented, sold, lent or exploited in any other way on pain of legal proceedings.

10. Use of client details and testimonials

The client, in his or her own name or that of the student, authorises CERANLINGUA, its licensed centres and its agents to use, on any medium, their names and that of the client company, their testimonials and photos and videos taken during their stay to promote the activities of CERAN LINGUA.

Neither CERAN LINGUA, its licensed centres or its agents, can be held responsible for their use except in the case of fraud or gross misconduct on their part, or their use by unauthorised third parties.

11. Removal of a student from the CERAN JUNIORS courses

In the event of failure to comply with the "ATTITUDE AND COMMITMENT" agreement, covering the rules in force in a CERAN JUNIORS centre, the Management reserves the right to exclude participants without full or partial reimbursement of their fee. The charges arising from the early return of the student are to be borne by the client.

12. Competent Court and Applicable Laws

a. For courses at CERAN BELGIUM and CERAN JUNIORS BELGIUM:

The European Directives 97/7/CE of 20 May 1997, "Distance contracts", and 93/13/CE of 5 April 1993, "Unfair terms in consumer contracts", as well as Belgian legislation, including in particular the laws of 7 December 1998 and 25 May 1999 modifying the law of 14 July 1991 on trade practices and consumer protection, apply to our contracts to the exclusion of any other legislation.

In the event of a dispute, the courts of the judicial district of Verviers, in the jurisdiction of the Court of Liège, are the sole courts competent to take cognisance of a lawsuit.

Any disputes should be sent to your agent or directly to:

CERAN-ILC S.A., Avenue des Petits Sapins, 27, 4900 Spa, BELGIUM

b. For courses at CERAN PROVENCE:

The European Directives 97/7/CE of 20 May 1997, "Distance contracts", and 93/13/CE of 5 April 1993, "Unfair terms in consumer contracts", as well as French legislation, including in particular the laws on consumer protection, apply to our contracts to the exclusion of any other legislation.

In the event of a dispute, the courts of the judicial district of Avignon are the sole courts competent to take cognisance of a lawsuit.

Any disputes should be sent to your agent or directly to:

SARL LINGUANIMA, Avenue Léon Blum, 825, 84310 Murières-lès-Avignon, FRANCE

c. For courses at CERAN UK and CERAN JUNIORS UK:

The European Directives 97/7/CE of 20 May 1997, "Distance contracts", and 93/13/CE of 5 April 1993, "Unfair terms in consumer contracts", as well as English legislation, including in particular the laws on consumer protection, apply to our contracts to the exclusion of any other legislation.

In the event of a dispute, the courts of the judicial district of Warwick are the sole courts competent to take cognisance of a lawsuit.

Any disputes should be sent to your agent or directly to:

Absolutely English LTD, Watery Lane, Sherbourne, Warwick CV35 8AL, UNITED KINGDOM

d. For courses at CERAN MADRID and CERAN JUNIORS SPAIN:

The European Directives 97/7/CE of 20 May 1997, "Distance contracts", and 93/13/CE of 5 April 1993, "Unfair terms in consumer contracts", as well as Spanish legislation, including in particular the laws on consumer protection, apply to our contracts to the exclusion of any other legislation.

In the event of a dispute, the courts of the judicial district of Madrid are the sole courts competent to take cognisance of a lawsuit.

Any disputes should be sent to your agent or directly to:

LINGUAINMERSION S.L., C/ Gabriel Enriquez de la Orden 35, 28250 Torreledones (Madrid), SPAIN

13. Contacts

Any disputes should be sent to your agent or directly to CERAN LINGUA INTERNATIONAL SA, Customer Services, Avenue des Petits Sapins 27, 4900 Spa, BELGIUM.