

The general terms herein form an integral part of the offers of and of any sales agreement for products or services entered into by CERAN SA, a Belgian company with registered offices at 27, Avenue des Petits Sapins, 4900 Spa, Belgium, registered with Verviers Trade Register under number 0450 688 823; CERAN France SAS, a French company with registered offices at 1 rue Etienne Dolet – 93400 Saint-Ouen – France, registered with Nanterre Trade Register under number B403 500 283 or Châteaufort Suisse SA, a Swiss company with registered offices at Allée du Château 30, 1296 Coppet, Switzerland, registered with Vaud Trade Register under number CH-550.1.037.009-0, CERAN licensed centres. With regard to the contractual relationship between each of the CERAN SA companies, its licensed centres and branches (hereinafter referred to as “the service provider”) and the individuals or legal entities which call on the services of the aforementioned (hereinafter referred to as “the client”), only the official version of these general terms at the time when the contract is entered into is valid. The service provider does not recognise any differing terms specified by the client, unless the service provider has expressly accepted in writing that they are valid. The client is deemed to have read the general terms and to have accepted all the conditions thereof.

1. PRICES

The prices stipulated in our brochures and documentation are valid for a period of 30 days from the date when the price schedule comes into effect. Our prices are exclusive of VAT. The VAT regulations in effect on the date of registration will apply. The VAT treatment will depend on the information transmitted in good faith by the client.

However, we reserve the right to amend this price schedule and our general terms of sale without notice at any time during the year. Only the price schedule and the general terms of sale mentioned on the website www.ceran.com at the time of registration shall apply. The client may, at any time, request the applicable price schedule from our Customer Service Department at the following e-mail address: customer@ceran.com.

2. PAYMENT

Our invoices are payable on the 7th working day following receipt thereof by the client. In the event of registration less than 30 days before the start of the training, the registration fees are payable immediately, and clients not providing their credit card details will be asked to send proof of payment.

A photocopy of a bank transfer document or a cheque does not constitute proof of payment. The amounts due must be credited to the account of the service provider where the chosen training will take place, either by credit card, bank transfer or cheque (bank charges incurred resulting from a payment instruction for an international transfer are payable by the client). In the event of non-payment within 30 days of the due date, our invoices will automatically and without prior notice incur interest at the rate of 12% per annum. Furthermore, they will automatically and without notice be subject to a € 25 surcharge by way of a fixed indemnity. Notification of any disagreement regarding an invoice must be made by recorded delivery and must reach us within 15 days of the invoice date.

Credit card details must only be communicated via the secure medium provided for such purpose. Should any other means of communication be used by the client (e-mail, telephone...), the service provider cannot be held responsible for the confidentiality of the information.

In the event of partial or total payment by a third-party payer, the client must communicate such information when ordering. The client is responsible for requesting and obtaining the agreement of the third-party payer prior to the start of the training. The client is liable for any amounts not settled by the third-party payer.

Any travel/hotel/catering costs incurred within the framework of in-company intercultural and linguistic training (“IN-COMPANY”) will be invoiced separately after the training sessions.

3. REGISTRATION

a. Training courses

Registration for CERAN training will only be definitive after receipt and acceptance by CERAN’s Customer service Department of the completed registration form or a signed offer. The registration form may be completed in paper or pdf format and sent to CERAN for agreement by post or email. It is also possible to register on-line on our website www.ceran.com.

Acceptance of the registration will be confirmed by us in writing. A precise description of the product or service ordered, confirmation of our general terms as well as an invoice will be provided.

We reserve the right to cancel any booking for training for which payment has not been made or for which the proof of payment has not reached us in good time.

b. Hotel services and other supplements

The hotel services provided in a CERAN training centre and any additional services ordered on site are payable by the beneficiary immediately, either in cash or by a credit card accepted by the service provider.

Any invoice sent to the trainee or their company for later payment will incur a fixed and indivisible invoicing fee of € 25.

Any hotel or additional service ordered is due in full and must be paid for before departure. In the event of non-payment for one or more services, the service provider reserves the right either to debit the credit card left as security at the time of registration or to invoice the client’s company or the client for the service or services.

4. COOLING-OFF PERIOD/RIGHT OF WITHDRAWAL

The client has the right to cancel the order for services, without penalty and without having to give a reason, within a cooling-off period of 7 working days starting on the day after the day on which the final confirmation of the registration for CERAN training is received.

Once this cooling-off period has elapsed, any withdrawal from an order for CERAN services will result in the client being subject to the terms laid down in point 5.

The client cannot however exercise the right of withdrawal if they are registering for training due to start before the end of the 7-day cooling-off period.

5. CANCELLATION OR POSTPONEMENT

In the event of cancellation or postponement notified in writing less than 21 days before the start of their residential language training, non-residential language training (of at least 20 hours per week) or intercultural training, the client will be asked to pay a fixed cancellation fee equivalent to 30% of the total amount invoiced. This fee will rise to 50% of the total amount invoiced for cancellations or postponements made less than 14 days before the start of the training and to 100% of the total amount invoiced for cancellations or postponements made less than 7 days before the start of the training.

In the event that any other training costs have been incurred (travel expenses/hotel expenses for the trainer), they will be invoiced to the client supported by proof of expenditure.

For all other programmes, any cancellation and/or postponement must be made in writing to our Customer Service Department no later than 2 working days before the start of the lesson. Any lesson cancelled less than 2 working days before it starts will be forfeit and will not be reimbursed. The option to postpone without incurring any expense is only available 3 times per session of training booked. Any subsequent training postponed will be forfeit and will not be reimbursed.

All sessions forming part of non-residential programmes must be completed within 6 months of the date of the first session.

Both of the 3-day Mini-Stays (Mini-Stay 2) must be completed within 6 months of the first stay. Distance preparation or follow-up sessions which form part of residential programmes must be completed within a period starting 3 months before and ending a maximum of one month after the residential training and at the latest until midnight, Tuesday of the week preceding your stay). Should these deadlines not be respected, the sessions are lost and not refunded. Any sessions scheduled the week before the residential training cannot be postponed. One postponement of a session per package is permitted provided the written request is sent to our Customer Service Department no later than 2 working days before the session.

The registration fees already paid will be reimbursed, less the cancellation or postponement fees and an administrative fee of € 250 per order. Bank charges relating to the reimbursement will be payable in full by the client.

Payment for training is due in full if the client does not show.

If the event of departure or absence on the part of the client during training, payment for the training will be due in full. Any absence cannot be offset by equivalent services.

In the event of postponement, our conditions, notably Article 2 (Payment), will apply.

6. LIABILITY

We do our utmost to help the client achieve their learning objectives. However, our obligation to the client in terms of teaching a foreign language is limited to a best endeavours obligation, with the client alone being responsible for their actual results.

We are not liable for any compensation or reimbursement if, for reasons beyond our control, we are unable to provide all or some of the services and/or training planned.

We do not accept any liability for any physical or material harm which might be caused by third parties operating transfers from/to stations or airports, or by hidden defects or risks inherent in the products purchased from third parties and sold “as is” by our CERAN centres solely for the client’s convenience.

Clients over the age of 18 are free to leave the training centre unaccompanied. The service provider does not accept any liability in the event of an accident during activities not supervised by CERAN members of staff.

7. CERAN BRANDED LEARNING MATERIALS

The name “CERAN” is a registered trademark. It may not be reproduced by any technique whatsoever without our express written permission, under penalty of legal proceedings.

CERAN course books, exercises, documents, electronic files and CDs are the fruit of our labour and know-how. CERAN exercises the intellectual property rights over the aforementioned fully and without reservation. CERAN reserves all rights over each of our products, which may not under any circumstances be reproduced, even in part, by any process whatsoever, nor be exploited by any means, such as rental, sale or lending, under penalty of legal proceedings.

8. USE OF CLIENT DATA AND TESTIMONIES

CERAN and the client recognize that personal information is processed by computer and stored in order to create any documents needed for their training and in order to keep the client informed of any change in CERAN products and services. The Parties shall comply with the legislation in force concerning privacy, data protection, telecommunications and security, as well as the provisions of these general conditions, unless otherwise agreed.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (GDPR), applicable since 25 May 2018, the customer has a right of access, rectification, portability, erasure of their personal data or restriction of the processing of their personal data, the right to oppose the processing of their data for legitimate reasons and the right to withdraw their consent at any time. These rights can be exercised by e-mail to the dedicated address: gdpr@ceran.com or by post to CERAN S.A., Avenue des Petits Sapins 27, 4900 Spa, BELGIUM.

CERAN undertakes to ensure the security and confidentiality of the client’s personal data in order to prevent it from being distorted, damaged or communicated to unauthorized third parties. CERAN undertakes to respect, and to ensure that any technical service provider responsible for implementing the Service acting as a subcontractor of CERAN respects, the strictest confidentiality and security as regards the processing, storing and safeguarding of the Client’s personal data, in accordance with good practice, in strict compliance with the GDPR.

In accordance with art. 33.2 of EU Regulation 2016/679, CERAN undertakes to inform the CLIENT immediately of any “violation” of personal data (unauthorized access, unauthorized copying, corruption of personal data files, etc.) of which it has knowledge.

For more information, please refer to the Privacy Policy (<https://www.ceran.com/en-gb/confidentiality>) and the Cookie Policy (<https://www.ceran.com/en-gb/specials-pages/cookies>).

The client, on their own behalf and on that of the trainee, gives the service provider and its agents permission to use their name and that of the client company, their testimonies, photographs and video footage obtained during their training for the purposes of promoting the activities of the service provider.

The service provider and its agents cannot be held liable for the use thereof, except in the event of fraud or gross misconduct on their part, or for the use thereof by third parties without express permission.

9. EXCLUSION FROM CERAN JUNIORS COURSES

In the event of non-compliance with the “ATTITUDE AND COMMITMENT” agreement comprising the rules in effect in CERAN JUNIORS centres, the management reserves the right to exclude participants without reimbursing their stay in full or in part. Any costs arising from the trainee’s early return will be met by the client.

10. MEDICAL QUESTIONNAIRE - CERAN JUNIORS COURSES

Once a child’s training has been confirmed, the parents/guardians will receive a medical questionnaire which they and their doctor must complete and return to the CERAN JUNIORS centre at least 1 week before the start of their training. The child’s parents/guardians should be aware that the child’s good health is reliant on the proper communication of the information via this medical questionnaire, which may prove to be essential in the event of an accident.

The child’s parents/guardians undertake to send this questionnaire duly completed within the timeframe indicated. If this duly completed document is not returned, the CERAN JUNIORS centres will assume that the child is in good health and may freely take part in all of the learning and other activities the programme offers.

All medical and hospital fees are payable by the client. Therefore, we strongly recommend that the client take out health insurance for the duration of the stay.

CERAN reserves the right to debit the credit card recorded at the time of registration any medical fees arising during the training which remain unpaid at the end of the client’s stay.

11. APPLICABLE LAW AND COMPETENT COURT

The contract is subject to Belgian law, excluding the law of the Vienna Convention on the International Sale of Goods.

In the event of a dispute, the courts of the district of Verviers, which come under the authority of the Court of Liège, have sole jurisdiction.

Any translation of these general terms is provided for local requirements. In the event of a contradiction between the French version and any other version, the French version will take precedence, to the extent permitted by the local legislation in your jurisdiction.

Any dispute should be notified via your agent or directly to CERAN SA, Customer Service Department, 27, Avenue des Petits Sapins, 4900 Spa, Belgium.