



IBS of Provence

**GENERAL
SALES
CONDITIONS
2021**

Spring & Summer Camps

French version available on request

Version : 02/21

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1 - Enrolment and payment methods

The enrolment to an IBS of Provence holiday program implies the acceptance of all the clauses of the general terms and conditions of sale of IBS of Provence – Camps

1.1 - Enrolment request and confirmation

Enrolment can be established through the online registration form.

Confirmation of pre-registration for the course will be sent to you within 10 working days.

In case the chosen program would be full, IBS of Provence will inform you quickly and offer you an alternative. Indeed, the closer the date of the stay, the faster the availability will vary. If no alternative is convenient for you, IBS of Provence will cancel your registration at no charge.

1.2 – Deposit payment

A 20% deposit will be requested in order to firmly validate the enrolment.

The deposit must be paid by bank transfer, by check (in Euro only) or by credit card.

- **Bank Transfers** : IBS of Provence
IBAN : FR76 3000 4007 0000 0100 1044 589 - BIC : BNP AFR PP AIP
Please specify « *Name of the Student* –IBS Camp Deposit» in transfer label so that it can be easily identified.
- **Checks**, to IBS of Provence, to be deposited on site or sent to «IBS of Provence, Service des Stages, 500 rte de Bouc Bel Air, 13080 LUYNES - FRANCE ».
- **Credit Cards**, we will send you the link to our CB form. You can also come and pay on the spot, or by phone.

IMPORTANT: For all payments, the bank fees and commissions of both parties are at the expense of the Client.

Upon receipt of your deposit, IBS of Provence will send you a confirmation of enrolment for the camp, within 10 working days (except in case of late registration, see article 1.3).

The contract is considered concluded with the sending of the confirmation by IBS of Provence and the enrolment is then legally binding.

In case of non-payment of the deposit within 30 days following the confirmation of pre-enrolment, IBS of Provence reserves the right to cancel the registration, while applying the cancellation conditions cited in point 3.2.

1.3 – Late enrolment

Will be considered as late registrations :

- Registrations for the Spring course received 2 weeks or less before departure.
- Registrations for the Summer course received 6 weeks or less before departure.

Late enrolments, as long as they have been satisfied, will give rise to the full payment of the stay, to be paid upon receipt of the e-mail confirming pre-registration.

Full payment must be received before your arrival.

1.4 – Balance Payment

The balance is due, at the latest, 4 weeks before the beginning of the internship.

The balance must be paid by bank transfer or credit card.

- **Bank Transfers** : IBS of Provence
IBAN : FR76 3000 4007 0000 0100 1044 589 - BIC : BNP AFR PP AIP
Please specify « *Name of the Student* –IBS Camp Balance» in transfer label so that it can be easily identified.
- **Checks**, to IBS of Provence, to be deposited on site or sent to «IBS of Provence, Service des Stages, 500 rte de Bouc Bel Air, 13080 LUYNES - FRANCE ».
- **Credit Cards**, we will send you the link to our CB form. You can also come and pay on the spot, or by phone.

IMPORTANT: For all payments, the bank fees and commissions of both parties are at the expense of the Client. The stay is considered as sold out when the sums paid by the Client were effectively perceived by IBS of Provence.

In case of non-payment of the balance within 7 days following the deadline, IBS of Provence reserves the right to cancel the registration, while applying the cancellation conditions quoted in point 3.2.

2 – Enrolment modification

2.1 – Enrolment modification by the client

Before arrival

Any request for changes to your enrolment must be sent to us by email (stages@ibsofrprovence.com).

However, requests for modification occurring less than 4 weeks before departure will be accepted, or refused, on a case by case basis, by IBS of Provence according to their feasibility.

They will always be refused within the framework of a late enrolment, under the conditions specified above.

Shortening the originally booked program is considered a cancellation and does not entitle you to a refund.

Requests for modification(s) occurring once the stay has begun will be accepted or refused, on a case-by-case basis, by IBS of Provence according to their feasibility. The Client will have to pay immediately the additional expenses caused by these modifications.

It is specified that no refund will be granted in the event of change of the characteristics of the stay which would involve a fall in the value of the stay (for example: going from Boarding to Day student), suppression of the horse-riding option or the school shuttle).

2.2 - Modification by IBS of Provence

IBS of Provence may be obliged to modify a Camp, the dates of a Camp, a program or its services.

In this eventuality, the client is immediately notified of the change.

IBS of Provence will propose replacement services of equivalent quality or, failing this, the refund of the service(s) not provided.

In the absence of response from the client within fifteen (15) days from the date of reception of the said mail or e-mail, the modifications proposed by IBS of Provence will be considered as accepted by the client.

The activities, sports, courses or excursions proposed at additional cost cannot constitute an essential element of the sale contract.

Consequently, and in the event that these options cannot be carried out by the organizer, the client will be refunded the amount of the supplement invoiced to the exclusion of any indemnity or damages.

3 - Disclaimer - Cancellation

Any cancellation or withdrawal of registration will result in the withholding of a portion of the program fees under the following conditions:

3.1 - Cancellation because of IBS of Provence

IBS of Provence might, in case of force majeure or exceptional and unavoidable circumstances, have to cancel a Camp.

IBS of Provence can in no case be held responsible for the impossibility to ensure the services initially planned, because of failure of its service providers or in case of force majeure, exceptional and unavoidable circumstances, beyond its control such as natural disasters, conflicts, wars, acts of terrorism, attacks, serious disturbances, epidemics or pandemics, strike movements or changes in schedules due to modifications imposed by rail, maritime, air companies, etc.. In this eventuality, the client will be notified immediately.

IBS of Provence will offer replacement services of equivalent quality at a later date. If the solutions can cause a modification of the means of transport initially envisaged, the additional expenses caused by these events remain the responsibility of the client.

In the event that no equivalent service would be appropriate or could not be proposed, IBS of Provence will propose a credit of the amount paid, to be used the year following the cancelled Camp. In case of refusal of this offer, the Client will be able to obtain the refunding of the paid sums.

In addition, if the French Government or the WHO (World Health Organization) contraindicate or prohibit, the specific destination of the Bouches du Rhone (13, PACA), the client will be completely refunded of the versed sums.

3.2 - Cancellation because of the client

Cancellation of any registration must be made by email to stages@ibsofprovence.com.

Cancellation fees are calculated according to the cancellation deadline (time between the cancellation date and the course start date) :

- **> 30 days before departure:** the deduction is 30% of the total amount of the course.
- **30 to 15 days before departure:** the deduction is 50% of the total amount of the internship.
- **< 15 days before departure:** the deduction is 100% of the total amount of the internship

Once the camp has started, no refund will be made by IBS of Provence.

Early departure - The reduction of the length of the stay, whatever the reason, and in particular, in case of expulsion, does not give rise to any reimbursement, nor to any compensation whatsoever. A started camp is due in its entirety. It is the same for all expenses incurred by the return, at the expense of the client.

4 – Insurance

IBS of Provence is covered in professional civil liability for the activities which are its own; the detail of its cover can be communicated on simple request addressed to the head office of IBS of Provence.

The student, or his legal representatives if he is a minor, must make sure as for them that they are insured in civil liability (by the school insurance or by the personal civil liability for example).

Finally, each student must take out an individual civil liability accident insurance policy.

Indeed, in no case IBS of Provence can be considered as responsible for any damage not included in its own insurance, or as a consequence of the refusal by the student to subscribe to a personal insurance.

IBS of Provence cannot be held responsible for any accident or incident occurring during the stay, in the boarding houses, on the campus, as well as during different trips realized by IBS of Provence.

The unforeseen expenses, such as medical consultations, pharmaceutical products, material damages, early departure, legal fees, which would not be paid by the student on the spot, will be the subject of an accounting invoice which will be sent to the client with the supporting documents.

5 – Health Insurance

Students are not insured by IBS of Provence for illness or accident. It is imperative that you are covered against the risks of illness and accident abroad.

You must check with your health insurance if you are sufficiently insured in France.

All students from one of the EU countries outside of France must at least have, before departure, a European Health Card or a certificate issued by their health insurance company or insurer.

For non-EU students, IBS of Provence advise you to subscribe to the health and accident insurance <https://pee.france.com>.

Students from outside Europe acknowledge having read and approved the following statement: "I am aware that I am required to take out a medical insurance policy covering me for the duration of my stay at IBS. Before departure, I will provide proof of my insurance contract by email to stages@ibsofprovence.com . In case of medical emergency during the stay, I authorize any approved hospital or doctor to give me first aid and to transmit my

medical file for insurance or diagnostic questions for medical follow-up, at my expense, upon my return. I release IBS of Provence, its representatives, from any responsibility regarding decisions made on my behalf. I am also aware that the terms of this declaration constitute a legal commitment as soon as my application is accepted by IBS of Provence

6 – « Dossier de voyage »

Each student receives, about ten days before departure, and provided that the balance of the stay has been paid, a « dossier de voyage » including :

- Information relating to the Camp: address, telephone, practical information and formalities.
- A telephone number that can be reached 24 hours a day, in case of emergency outside school hours, during your child's stay
- Any forms still to be completed (medical forms, campus rules, etc.)

7 – Administrative formalities

The client is responsible for completing the administrative procedures necessary for entry into French territory within the time limits (obtaining a visa, passport formalities, customs formalities, valid insurance, currency, health requirements, etc.). The conditions are not the same depending on the nationality of the student. Please inquire with the embassy or consulate about completing the administrative formalities necessary to enter French territory. It is specified that IBS of Provence cannot be held responsible in this regard.

7.1 - Administrative formalities for French, Swiss and European Union nationals

A valid national identity card or a valid personal passport is sufficient. Swiss citizens and citizens of certain European Union countries travelling alone must also have a valid letter of parental consent and/or a valid authorization to leave the country.

7.2 - Administrative formalities for nationals of other countries

Clients who are nationals of countries outside Switzerland and the European Union should check with their consulate or embassy in the country of destination to find out about the formalities to be completed and the documents required to cross borders into France.

A visa may be required. If this is the case, we invite you to inform us as soon as possible. You will need a letter of invitation from the school which we will send you as soon as we receive the deposit payment. The payment of the balance of the stay is due, at the latest, 6 weeks before the beginning of the course.

In case of non-payment of the balance, by the deadline indicated on the confirmation of pre-registration, IBS of Provence reserves the right to consider the registration as cancelled, with application of the penalties provided for in point 3.2.

The delays for obtaining a visa can be very long and are therefore not always compatible with a late registration.

If authorization to enter a country is refused, the reservation is cancelled and the sums paid will be fully refunded.

Please note: This information is given for information only and is subject to change. Indeed, the embassies reserve the right to modify these procedures at any time. We update this information whenever possible. However, it is recommended that you check the latest updates on the official embassy websites.

8 - Health formalities

Depending on the health situation at the time of the Camp, the student may be required to prove to the local authorities, before entering French territory, that he has carried out a PCR test with a NEGATIVE result and/or that he has been vaccinated against certain specific diseases.

In addition, the student must be autonomous and in a state of health compatible with travel, activities, reception facilities and group life in general. It is imperative that at the time of registration, the Client informs IBS of Provence, in writing, of any possible health problem (including any possible psychological and/or psychic disorder), medical treatments, allergies, diet, mental and/or physical handicap of the student, so that IBS of Provence can, in full knowledge of the facts, decide whether it is possible to accept or not his registration. In case of refusal of registration, the responsibility of IBS of Provence can in no case be engaged. Moreover, IBS of Provence reserves the right to repatriate the Client at the expense of the Client for health reasons without the responsibility of IBS of Provence being engaged.

9 – Travel

The trip is at the student's expense, so that he or she can choose the mode of transportation that best suits his or her needs. All our prices do not include transportation.

Under no circumstances can IBS of Provence be held responsible for any changes due to unforeseen external circumstances, or delays due to strikes or carriers, etc.. The expenses caused by any modification are the responsibility of the student or his legal representatives, if he is a minor. In this respect, we draw your attention to the general conditions of the travel agency or airline company.

In the event that the airline ticket is reserved by the student, or his legal representatives if he is a minor, it is important to know that certain "low cost" airlines do not admit young people under 12, 14 or 16 years of age (depending on the airline) travelling alone, even with a ticket.

IBS of Provence can take care of the reception and transfers of the student from Marseille Provence airport (MRS), or from the TGV station Aix-en-Provence, provided that the transportation information has been transmitted via the dedicated online form, and within a minimum of 7 days before the transportation. The transfer can be made by a member of the management team, a bus driver, a cab driver....

10 – Language Camps

10.1 – Arrival and Departure Dates

IBS of Provence internships start and end on fixed dates. In case of arrival or departure before or after these dates, additional nights, activities, and meals will be charged.

10.2 – Boarding Houses

The allocation of students to the rooms is done by the members of the management team, who must take into account many criteria: age, nationality of the students, different rooms, etc. Special requests will be taken into account and forwarded to the team but cannot be guaranteed under any circumstances.

10.3 – Language level

An online language test is requested from all students a few weeks before the start of the course in order to evaluate their level and work group.

If it appears that the student does not have the language level corresponding to the assigned course, he or she (or his or her representatives) is asked to notify the management team as soon as possible so that he or she can be redirected to a course adapted to his or her level (in case of a favorable opinion from the teacher). No claim in this matter can be accepted after the student has left the course, or if the student has not completed the online test before the course as requested.

11 - Public Holidays

Courses and activities are assured during French public holidays. No refund will be made if the student chooses not to participate in the course on a public holiday.

Public holidays during the 2021 courses:

Spring Camp: Saturday, May 1st, 2021

Summer Camp: Wednesday July 14, 2021 & Sunday August 15, 2021

12 - Discipline

By enrolling in a camp proposed by IBS of Provence, the student expressly agrees to respect the internal rules of our school and other rules applicable in France.

12.1 – Cell phones

The use of cell phones is forbidden during the day. It is limited for interns to activities (as a camera) and weekends, and to contact their legal representatives in the evening. In case of non-compliance with the instructions, if the student re-offends despite the warnings, the staff reserves the right to confiscate the cell phone for a period of time to be determined.

12.1 – Student Responsibility

Students are responsible for any damage they may cause and will have to pay the cost of any repairs deemed necessary. They are also responsible for their personal belongings and cannot claim any compensation if they disappear. It is therefore not recommended to take valuables with them, which will remain the student's responsibility during their stay. It is also forbidden to smoke. There are also strict penalties for shoplifting, alcohol consumption, possession and use of drugs, as well as the wearing of self-defense equipment.

12.2 – Expulsion

The student must comply with the rules and guidelines imposed by IBS of Provence. In case of serious misconduct and breach of discipline, IBS of Provence reserves the right to exclude and expel the student from the program without delay and at its own expense, after having notified its legal representatives. The organization will accompany the student in case of return by train or plane.

12.3 – Unaccompanied outings

Boarding students over 13 years of age have the possibility, if authorized by their legal representatives, to be unaccompanied on certain outings (e.g., a visit to Aix en Provence). This authorization must be provided only via the dedicated online form. In case of a change of mind during the course of the course, it is requested to fill out the online form again, as well as to send an email to stages@ibsofprovence.com to confirm this change. Supervisors can cancel this right to be unaccompanied temporarily or permanently in case of misbehavior of the student. In no case, IBS of Provence can be held responsible for the actions of students in the context of unaccompanied outings.

12.4 – Participation

Attendance at classes, as well as participation in outings, excursions, organized visits, sports and recreational activities is mandatory, unless special written authorization or recommendation from the legal representatives, and after agreement of the organizer.

13 - Use of students' photos and videos

Photographs, videos and recordings, in which the student is present, are made during the stays. IBS of Provence is expressly authorized by the legal representatives of the minor, to use the photographs, videos and recordings that were created during the internship and in which the student is present. The photos and illustrations can be used in all communication supports of IBS of Provence or IBS of Provence (brochures, leaflets, billboards, online advertisements, websites and accounts managed and held by our organization on social networks). The use of these photos and videos is accepted or refused in advance by the student's legal representatives at the time of the student's registration. The photograph and/or video will not be communicated to third parties, sold, or used for any other purpose or use other than those mentioned above. It may not be the subject of any remuneration in case of use. The publication or diffusion of the student's image, as well as the captions or comments accompanying this publication will not violate the student's dignity, privacy or reputation.

14 – Privacy Policy

IBS of Provence guarantees that your data will be treated in accordance with the applicable legislation on privacy protection. Your data could be communicated to the partners of IBS of Provence for the only purposes of the execution of the contract. The data can also be treated in order to contact you to inform you about programs and services offered by IBS of Provence. You have the right to oppose, on request and free of charge, to the processing of personal data envisaged for direct marketing purposes and you have a right of access and rectification of your data. Minors must be represented by their legal representatives or their legal guardian. To exercise your rights, you can contact IBS of Provence - Service des stages - 500 rte de Bouc Bel Air - 13080 LUYNES or write to stages@ibsofprovence.com.

15 – Responsibility of the organizer

All the prejudices suffered which do not depend directly on IBS of Provence are excluded from our responsibility: this concerns especially flight itineraries, changes or cancellations of activities by the providers, plane delays, accidents, losses and thefts, cancellations, bad and missing visas and other irregularities, etc.

IBS of Provence cannot be held responsible in case of accident during the trip to the place of the course. Only the responsibility of the service provider (airline, train, etc.) can be engaged.

IBS of Provence reserves the right to modify without notice the contents of its catalog as well as the chosen service providers. Moreover IBS of Provence reserves the right to refuse or cancel any registration.

The organization reserves in particular the right to accept or not students suffering from enuresis, anorexia, certain serious allergies, particular disorders or undergoing psychological or psychiatric follow-up.

Young people suffering from these disorders, who have not been reported to us by their legal representatives at the time of registration, risk immediate dismissal, without being able to claim any reimbursement of the accommodation costs. The costs of early unaccompanied return are the responsibility of the legal representatives, payable on presentation of an invoice.

16 - Complains

16.1 – Programs / Rooms

Any problem related to the subscribed program must be reported during the stay to allow a quick intervention of IBS of Provence (cf. article 11.3).

It is, consequently, the responsibility of the student or his legal representatives to inform immediately the persons in charge of the center or of IBS of Provence of any incident or misunderstanding occurring during the stay.

Problems of inadequacy with room mates (for example: integration problems, lifestyle, etc.) must imperatively be reported to the supervision and/or animation team during the stay and as soon as possible. In this case, a change of room may be considered, only after verification of this necessity.

No complaint in this regard can be accepted after the student's return.

The fact of registering for our courses implies complete adherence to all the general conditions of reservation and sale specified above.

17 – Jurisdiction

Only the provisions of French law are applicable in the relations resulting from the contract between you and IBS of Provence.