

TERMS AND CONDITIONS

("the Terms and Conditions")

1. Provision of courses

All courses are provided by the Académie de français Crans-Montana Sàrl ("the French Academy") on the basis of the Terms and Conditions.

2. Acknowledgment

By submitting this Registration Form you acknowledge that you have read and understood, and that you agree to be bound by, the Terms and Conditions.

3. Warranty

You expressly warrant that the information provided by you in this Registration Form is true and correct.

4. Registration

Subject to availability, the French Academy will confirm your Registration no later than 10 days after your Registration Form and your deposit are received. The French Academy reserves the right to refuse a booking without necessarily giving a reason.

Once your registration has been confirmed your course price is fixed.

5. Payments

Prices on this Registration Form are valid as at June 2008. The French Academy reserves the right to adjust prices from time to time.

The deposit, which is payable on submission of your Registration Form, is 30% of the fees applicable to the course(s) for which you have applied.

Payment of the balance of the applicable fees is due no later than 30 days before the scheduled commencement date of your course. Failure to pay the balance by the due date will result in cancellation of your Registration and loss of the deposit. The French Academy, its employees and agents will not be liable for any costs incurred by you as a consequence of any such cancellation.

If registration is accepted less than 30 days before the scheduled date of commencement of your course, the balance of the applicable fees is due immediately.

All payments are to be made in Swiss francs (CHF). Payments are to be made either by bank cheque or electronic bank transfer to the French Academy's nominated bank account.

The French Academy reserves the right to charge a further fee in the event of late booking, and/or a fee to cover additional communication and other expenses.

Prior to commencing the course, you must provide evidence that you have paid the course fees in full. You will not be entitled to commence the course or be entitled to any accommodation until you have done so.

6. Cancellation

If you wish to cancel your Registration, written notice of cancellation must be received by the French Academy at least 30 days before the scheduled commencement date of your course in which case a refund of fees paid, less CHF 150 for administrative costs, will be made.

If written notice of cancellation is received less than 30 days before the beginning of the course, the deposit will be forfeited.

7. Insurance

You must take out your own personal travel insurance. This must cover all appropriate risks including, without limitation, illness including any pre-existing medical conditions, injury, accidents, medical expenses, emergency repatriation, including helicopter rescue and air ambulance, loss of luggage and personal effects, cancellation expenses and public liability. You must ensure that your insurance covers all activities you participate in during the course.

All insurance policies must be valid in Switzerland.

You must provide proof of adequate insurance no later than 7 days before the scheduled commencement date of your course.

The French Academy, its employees and agents accept no responsibility for any of the risks referred to above, or any related risks, or for any failure on your part to insure at all or to take out adequate insurance.

8. Lessons and activities

It is your responsibility to attend lessons and to arrive punctually. Any disruptive behaviour by you will entitle the French Academy to terminate your course without refunding any fees. Lessons or activities missed for reasons beyond the control of the French Academy, will not be repeated or replaced and fees referable to missed lessons or activities will not be refunded even on a pro rata basis. In order to be eligible to receive a certificate of participation you will be required to attend at least 80% of your classes during the course.

9. Passports and visas

It is your responsibility to carry a valid passport, to obtain all necessary visas and permits and to comply with all conditions to which they may be subject as required under Swiss law for entering and continuing to remain in Switzerland for at least the duration of the course. The French Academy, its employees and agents are not liable if you are refused permission to enter or remain in Switzerland, and in that event, no refund will be made. Current security, visa, and health requirements may be obtained from the Swiss consulate in your country of residence.

10. Promotional materials

Unless you otherwise advise the French Academy in writing, you permit the French Academy to use photographs of you, taken during your participation in the course, for brochures, advertising and marketing or any other promotional use.

11. Notification of complaints

Any complaints that arise during the course must be addressed directly to the Director of the French Academy. The Director of the French Academy will use his or her best endeavours to rectify the situation.

Without in any way implying that the French Academy may be liable for payment of any compensation in relation to any such complaints, any request for compensation must be sent to the French Academy in writing within four weeks of completing your course. The French Academy, its employees and agents will not be liable in respect of any complaint made after this period.

12. Number of participants for each course

If insufficient people register for a course, the French Academy will inform you no later than six weeks before the start of the course. If the French Academy cannot arrange an alternative course, the French Academy reserves the right to cancel your registration and, in those circumstances, it will provide a refund of all fees already paid. You will not however be entitled to any other compensation.

13. Program cancellation or modification

The French Academy is entitled to cancel or modify any part of the programme of activities forming part of the course as a result of weather conditions or any other reason beyond the control of the French Academy. In this case, the French Academy may, but is not obliged to, substitute another activity.

14. Security and safety

The French Academy reserves the right to cancel, suspend or curtail a course for security and/or safety-related reasons, due to a strike, unstable political conditions, or any other extraordinary reasons, and in such circumstances, the French Academy will refund all fees that have already been paid, pro-rata if appropriate, but reserves the right to retain any related administrative expenses.

15. Disclaimer and assumption of risk

The French Academy, its employees and agents are not liable for any loss whether direct or indirect or damage you may incur or suffer, directly or indirectly, whether in respect of death, injury, damage to or loss of property, monetary loss, delays or otherwise as a consequence of any act or omission of the French Academy, its employees or agents. You acknowledge that there are inherent dangers and risks, known and unknown, that may occur during the course, related to but not limited to coach, car, cable-car and bike travel, walking and general activities including but not limited to hiking, skiing, golfing, and swimming and that accidents may relate to nature, man or act of God. You voluntarily assume all risks and dangers arising out of your participation in the course and you release the French Academy, its employees and agents from all liability for any loss or damage you may incur or suffer whether in respect of death, injury, damage to or loss of property, monetary loss, delays or otherwise due to any reason whatsoever.

16. Accommodation

Whilst the French Academy will use all reasonable endeavors to arrange for 4-star hotel accommodation, in the event that, for reasons beyond the control of the French Academy 4-star hotel accommodation cannot be arranged, the French Academy reserves the right to substitute 3-star hotel accommodation.

In such circumstances, the French Academy will compensate you for the price difference between 4-star hotel accommodation and 3-star hotel accommodation.

17. Medical treatment

You authorize the French Academy to make all necessary decisions and take all necessary steps to ensure the health and well-being of course participants throughout the duration of the course. The French Academy, if it considers it necessary, is permitted to carry out any actions to ensure that you receive appropriate medical attention, and any consequential costs will be paid by you.

The French Academy, its employees and agents will not, however, be liable for any failure to provide, or any inadequate provision, of any such medical attention.

18. Confidentiality

Personal information will be recorded only in the event that your registration is accepted. The information may be disclosed to the French Academy's service providers to arrange all aspects of your participation in the course and to observe Swiss law. The French Academy may be required to disclose certain personal information to the Swiss authorities. In addition to the above the French Academy may use the information collected to inform you of the French Academy's products and services.

Subject to the foregoing, the French Academy will use all reasonable endeavours to protect the confidentiality of any personal data but, providing such reasonable endeavours are used, the French Academy, its employees and agents will not in any way be liable for any loss or damage you may suffer as a result of misuse by any person of such personal data.

19. Applicable law and jurisdiction

The terms of this document, and any legal relationship between you and the French Academy, its employees or agents, shall be governed by, and construed in accordance with the laws of Switzerland. **Any dispute arising from or in connection with the terms of this document, and/or arising from any legal relationship between you and the French Academy and/or its employees and/or its agents, and/or arising from your participation in the course shall be submitted to the exclusive jurisdiction of the Courts of the French Academy's registered office.**