

## General Terms and Sales Conditions Language Courses University Language Learning Centre

### Introduction

Language Learning Centre is a learning facility. Address: Service Universitaire des Langues - Chemin de la Censive du Tertre - BP 81227, 44312 Nantes Cedex 3

The Centre offers and organises classroom-based, distance and mixed learning courses.

### Object

These terms and conditions apply to registrations for courses run by the University Language Learning Centre (SUL) at the Nantes Université (NU).

By placing an order, via a registration form, an email, a letter, a purchase order, or an agreement, the applicant (referred to hereafter as the Student) is considered to have accepted these terms and conditions in full.

Any differing, general or specific conditions put forward by the Student, regardless of when they may have been brought to the SUL's attention, cannot take precedence over these terms and conditions unless they have been accepted in writing.

### Article 1: The Public and Conditions of Access

#### Article 1.1: Student category

Courses offered by the University Language Learning Centre are open to anyone over the age of 18. Some courses require a minimum level of language competence and/or qualification. Thus, a Baccalauréat-level qualification is required for the DUEF (University Diploma in French Studies).

#### Article 1.2 Course Location

Courses can be organized on all Nantes Université campuses, including those of St Nazaire and La Roche Sur Yon.

#### Article 1.2: Student's Responsibilities

The Student agrees to abide by the Nantes Université's internal regulations when present on University Premises and confirms that they have read the General Terms & Conditions for registering and paying for language courses. They confirm that they meet the age and linguistic requirements of the course for which they have registered and have met the registration deadlines.

It is the responsibility of the Student to ensure that all personal details provided at the time of registration are correct (family name, first name, date of birth, nationality, phone number, email address, postal address).

For classroom-based courses, the Student is required to attend regularly. They should confirm their attendance by signing the register each session.

For distance-learning courses, students should make sure that the teaching hours offered by the University Language Learning Centre are compatible with the time zone in their country.

For distance-learning courses, students should make sure they have access to a computer, high speed Internet connection, audio equipment, a web cam and a keyboard. Students should also make sure, in advance, that their technical environment is compatible with the stated specifications. Incompatible equipment or an inability to access the online learning platform will not be accepted as grounds for cancellation after the cancellation period has expired (Cf. Article 3.1).

The username and password issued to the Student are strictly personal and confidential. The Student has sole responsibility for keeping their log-in details confidential and agrees not to communicate, transfer, sell or hire this information to any third party. Any student who fails to comply with this requirement will be removed from the list of users immediately.

At the end of the course, the Student agrees to complete the student satisfaction questionnaire issued by the University Languages Centre.

### **Article 1.3: University Languages Centre's Responsibilities**

The University Language Learning Centre will receive the Student on the first day of their classroom-based course within the time slot indicated on the letter of invitation, sent by post or email, and will conduct classes in an appropriate manner.

The University Language Learning Centre will provide the Student with all necessary course information, including: the syllabus, course duration, dates, venue, learning and technical resources, assessment methods and, if necessary, details of the course format and total net costs.

Students are responsible for checking, when they register, that their chosen course and its format meet their expectations. Complaints on the grounds that "the course did not meet my expectations" will not be upheld.

For distance-learning courses, the University Language Learning Centre uses the Madoc/Extradoc (Moodle) educational platform. Tutors may also use additional tools, tailored to the course content.

The University Language Learning Centre will provide every student with access to the platforms used for distance learning courses and a username and password. Students will have access to the platform for the full duration of the course. Terms of use for the platform are specified in the individual course guide sent to each student.

Students have permanent access to the distance learning platform for the entire time they are entitled to use it, except for in the event of force majeure, maintenance works or any other event beyond the control of the University Language Learning Centre and the Nantes Université. Students will be informed either by email or a message on the platform's homepage.

The University Language Learning Centre provides a technical support service which users can contact by email during office hours from Monday to Friday. Contact details for this support service are published in the individual course guide.

To guarantee the continuity of courses, in the event of force majeure, the University Language Learning Centre reserves the right to change course dates and/or venues and to alter the format, by transferring to distance learning. In such an event, the University Language Learning Centre will inform the Student of changes to the course as soon as is possible.

At the end of every course, a certificate of attendance and/or a certificate of course completion will be sent to the Student and/or the funding body.

## **Article 1.4: Intellectual Property**

All items (texts, images, photographs, commentaries, illustrations, works, audio, etc) reproduced, represented or published on the website are the exclusive property of the University, and all rights are strictly reserved under copyright and intellectual property law.

Course materials are protected works under French law on copyright and related rights. The Student will not reproduce, summarise, modify or redistribute course materials without prior, express permission from the University Languages Centre. This prohibits any activity involving the transfer, resale, hire, exchange or sharing of materials with third parties by any means whatsoever.

## **Article 1.5: Personal data**

Within the framework of the training offered by the University Language Learning Centre, the Nantes Université collects personal data concerning the Student by means of a form available on the website <https://www.demarches-simplifiees.fr> and via the training contract/agreement.

The information provided by the Student is solely for the use of the University Language Learning Centre and will only be used to provide the services offered. It will not be communicated to third parties except technical service providers that manage orders, who in turn are required to respect the confidentiality of the information and to use it only for the specific tasks that they are asked to carry out. In accordance with the regulations in force, your data will be stored in our database and then deleted.

In accordance with the provisions of Data Protection Law, n°78-17, of 6 January 1978, and the new regulation n°2016/679, known as the General Data Protection Regulation (GDPR), the Student has a right to access, modify, correct or delete any personal data concerning them which has been collected via the SUL website or by any other means. To exercise this right, the Student should write to the head of the SUL or contact the SUL at the following email address: [sul-duef@univ-nantes.fr](mailto:sul-duef@univ-nantes.fr) or [sul-campus@univ-nantes.fr](mailto:sul-campus@univ-nantes.fr).

## **Article 2: Registration and payment**

### **Article 2.1: Registration**

The Student should register online for all courses offered by the University Language Learning Centre at <https://www.demarches-simplifiees.fr> or any specific form.

Semester courses are selective and limited in number. In the event that the maximum number of candidates per level is reached, the University Language Learning Centre reserves the right to refuse an application or to place it on a waiting list.

In order to receive an approval for enrolment, the applicant undertakes to respect the different stages of the registration procedure. If the payment deadlines specified in this procedure are not met, the applicant's registration will be cancelled.

The registration agreement is issued for two semesters. If the candidate does not show up for the first semester for which he/she has been granted registration, his/her application will no longer be valid and he/she will have to reapply for the next semester.

The terms of payment of the training fees are set out in the enrolment agreement, in the contract or in the convention, as well as on the website.

Students who live abroad **must** obtain a visa before paying the training fees. Students whose visa application is being processed at the time of payment of training fees must note that in case of refusal, no refund request will be accepted. Only requests for reimbursement in situations of force majeure will be considered. (Cf. article 3.2).

The University Language Learning Centre must be notified of the specific arrangements for the payment for the costs of training at least 15 days before the start of the training course.

Registration is only confirmed when all stages of the registration process have been completed and course fees have been paid. The University Language Learning Centre will not be held liable if the applicant fails to complete any stages in the registration process and reserves the right to cancel the registration if it has not been completed correctly.

It is only possible to register during registration periods set by the University Language Learning Centre. Registrations cannot be accepted outside the specified periods.

Registrations cannot be deferred in the event of it being impossible to attend a course (Cf. article 3.2).

### **Article 2.2: Paying as an individual**

Each category of student will be subject to different pricing terms, approved by the Board of the Nantes Université. Fees are set and exempt from VAT. They include tuition fees.

Students should refer to the schedule of registration fees according to status for each course. Course fees can be downloaded from the Nantes Université website.

Payments for distance learning courses can be made online only via the link sent to the Student when their application has been accepted.

Students may pay for classroom-based courses by bank transfer, credit card, cheque made payable to Régie-Recettes-SUL, or by cash. Any related bank or postal costs are also payable by the student. Payments of more than €50 (fifty euros) should be made at the University accounts office.

### **Article 2.3: Payments from funding bodies**

If a funding body is paying fees for a student, it is the responsibility of the Student to ask the funding body to make the payment once they have been accepted on to the course and before the course begins.

The University Language Learning Centre must be informed of this arrangement before the course begins. The terms of the arrangement should be set out in the contract or agreement and signed in triplicate by all parties. An invoice for the course fees will be sent to the funding body which should send payment to the University accounts office, quoting the invoice number.

If a funding body is making a partial payment only, the Student is responsible for paying the remainder of the fees.

Late payments will be subject to a penalty charge calculated at three times the current, legal interest rate.

The University Language Learning Centre does not grant discounts.

The invoice issued is enforceable under the provisions of Article 192 of Decree n° 2012-1246 of 7 November 2012 on Budget Management and Public Accounting.

Any correspondence concerning invoicing must quote the reference number for the invoice or credit note in question and include contact details for the person writing the letter.

Any dispute of an administrative nature concerning the validity of an outstanding invoice must be filed with the relevant authority, in writing and stating the invoice reference, within two months of receiving notification of the sum owed (Article R.421.1 Code of Administrative Justice and the Administrative Courts of Appeal).

Payments should be made within 30 days of the date of invoice. After this deadline, the University accounts department will instigate an amicable recovery procedure.

If the sum owed cannot be recovered amicably, the University has the right to enforce collection using a simplified debt recovery procedure as set out in Article 123 of Law n°2015-1786 of 29 December 2015 on Finance, amended for 2015.

If a course has been followed and completed but payment has not been made in full, the Student will not be permitted to register for further courses at the University Language Learning Centre and will not receive the qualification studied for.

### **Article 3: Cancelling a registration**

#### **Article 3.1: Cancellation periods**

There are two distinct cancellation periods:

- Contracts for courses which are not "distance" or "off-site" – within 10 days of completing the online registration (article L.6353-5 of the employment code);
- Contracts for "distance" or "off-site" courses – within 14 days of completing the online registration (article L.121-16 of the consumer code).

Contracts or agreements for "distance" or "off-site" courses include details of cancellation terms and procedures and a sample cancellation form. The terms of submission and particulars for this are set by Decree n°2014-1061 of 17 September 2014 on Consumer Pre-contractual and Contractual Information Obligations and the Right to Cancel (Article L.121 -17 of the Consumer Code).

#### **Article 3.2: Withdrawal, cancellation or deferral - the Student**

Requests to withdraw or cancel should be made in writing to the University Language Learning Centre.

The letter of withdrawal or cancellation should include details of the Student's family names, first names, postal address and/or a valid email address, their bank details, and the exact reference number of the order to be cancelled. This letter should be sent by recorded post to the University Language Learning Centre.

The University will send acknowledgement of receipt, to the student's address as stated on the quote, contract, or agreement.

If a student cancels or withdraws before the course start date, the deposit they paid when they registered will not be reimbursed, except in cases of force majeure.

If a student cancels or withdraws before the course start date, course fees paid when they registered must observe the cancellation period. Payments made by third parties can only be refunded to the student enrolled on the course and not to the third party.

Students whose visa application is being processed at the time of payment of training fees must note that in case of refusal, no refund request will be accepted.

Any request for reimbursement will be submitted to the University Language Learning Centre which has sole discretion for this decision. Postage costs related to training registration or refund requests will not be reimbursed.

The applicant will only be notified by digital means if the University Language Learning Centre refuses to reimburse the fee, giving its reasons.

If, exceptionally, a request for reimbursement is accepted, the University Language Learning Centre is not responsible for time taken to process this request.

If a student cancels after a course begins, does not attend or leaves a course, the University Language Learning Centre will invoice the Student for the course fees in full.

If a student leaves a course due to force majeure, and has reported this in writing, by a letter sent by recorded post, and has also sent recognised supporting evidence, fees will only be charged, pro rata, for the hours they attended.

### **Article 3.3: Withdrawal, cancellation or postponement - University Language Learning Centre**

To guarantee the continuity of courses, in the event of force majeure, the University Language Learning Centre reserves the option of changing course formats from classroom-based to distance learning.

The University Language Learning Centre reserves the option of postponing or cancelling courses. In such cases the Student will be notified of the cancellation or postponement as soon as possible.

Students will not be entitled to compensation. In any case, reservation, travel, and accommodation costs incurred before a student has received confirmation of enrolment cannot be reimbursed.

### **Miscellaneous**

These terms and conditions set out the full extent of the Student's and the SUL's obligations. The SUL reserves the right to amend the terms in this document unilaterally. The applicable conditions will be those in operation when the Student placed their order.

In the event of one of the provisions in these terms and conditions being deemed invalid by virtue of current or future laws or regulations, or a legal ruling from a competent court or body and carrying authority for the matter judged, the provision in question will then be deemed null and void, with all other provisions in these terms and conditions remaining binding between the parties.

If one or other of the parties chooses not to rely on a provision in this document at a given moment, this can never be considered to be a waiver of their rights under these terms and conditions.