

## ESTP - EPF

École Spéciale des Travaux Publics, du Bâtiment et de l'Industrie – École Polytechnique Fondation

### FRENCH LANGUAGE SUMMER PROGRAM

#### General Terms and Conditions

##### - PRESENTATION -

The present General Terms and Conditions aim to define the rights and obligations of each party, as well as the conditions under which ESTP Paris and EPF Graduate Schools of Engineering provide language courses under the ESTP-EPF French Language Summer Program purchased by the students.

#### 1 - TERMINOLOGY

The following terminology applies to the present Terms and Conditions:

- **“We”, “Our”, “Us”, “FLE department”** refer to ESTP Paris and EPF Graduate Schools of Engineering
- **« The program »** refers to the ESTP Paris/EPF French Language Summer Program
- **« The client »** refers to a student enrolled in the program or the sending organization that books the course and/or pays on the student's behalf.
- **« student »** refers to the person attending the program
- **“Partner school offer”** refers to a service agreement between ESTP Paris and EPF Graduate Schools of Engineering and a partner organization/institution.
- **“Partner school offer students”** refers to students benefiting from the service agreement settled between ESTP Paris and EPF Graduate Schools of Engineering and a partner organization (list available at the FLE department).
- **“our team”** refers to the program's administration officers in charge of all registrations.
- **“Services”** means the courses provided and/or the course material together with such other services as agreed from time to time and purchased by the student from ESTP Paris and/or EPF Graduate Schools of Engineering.
- **“Course material”** means the information provided by ESTP-EPF to accompany a course provided as part of the services whether in hard copy or electronic form.

#### 2 - CONDITIONS OF ADMISSION

The student must be at least 18 years old at the beginning of the program.

Throughout her/his studies in France, the student must be in possession of a valid passport, a student visa (if needed) and a travel permit required by the French authorities. It is the student's responsibility to arrange all applicable travel permits in a timely manner.

In the event of a successful application to our program, ESTP-EPF will provide a **letter of acceptance** which the student may need for the visa process. We recommend each student immediately start her/his visa application upon reception of the letter of acceptance. We cannot be held responsible for any decision made by the authorities rejecting the student's documents.

### 3 - FINANCIAL CONDITIONS

**3.1.** The fees for the Services shall be displayed on the ESTP Paris and/or EPF Graduate Schools of Engineering websites.

**3.2.** Unless otherwise specified, the program is exempt from VAT at the time the student purchases the Services. Fees are shown in Euros.

**3.3.** Fees for the Service selected by the student shall be debited from the student's credit / debit card at the time of purchase. Fees must be paid in full, prior to the beginning of the course.

**3.4.** The student shall bear all costs incurred in connection with her/his course attendance.

**3.5.** Participation in the program requires the full payment of the following fees:

- . **Registration fee.** It covers the administrative expenses relating to the organization and management of the program.
- . **Tuition fees.** They may vary according to the length of stay.
- . **Accommodation fees.** They are optional and charged upon reservation.

**3.6.** All applicable fees are mentioned in the price leaflet on the ESTP Paris and EPF websites and on the registration platform which is accessible after creating an account. Payment is due at least 3 weeks before the program officially starts, as indicated on the registration platform.

**Please note:** Payment installments and payment in cash are not accepted.

#### **Partner school offer:**

*(special agreement signed between ESTP-EPF and a partner institution)*

Participation in the program under the "Partner school offer" requires the full payment of the following fees:

1. **Tuition fees:** Can be paid either by the student her/himself, her/his parents, members of her/his family and/or by the sending organization, in accordance with the terms of

the Service agreement. They will vary according to the length of stay and Service agreement.

2. **Accommodation fees:** Optional and charged upon reservation

If a Partner school offer applies, the department will contact the candidate to inform her/him about the agreement and the applicable conditions (before registration).

Payment installments and payment in cash are not accepted.

#### 4 - PAYMENT INSTRUCTIONS

Full payment may be made by bank transfer. All transfer charges and banking fees shall be borne by the student.

Three payment options are available:

1. **Bank transfer** directly to EPF Graduate School of Engineering:

*EPF Graduate School of Engineering Bank Information*

*Account holder's name: Fondation Ecole Polytechnique Feminine*

*Account holder's address: 3 bis, rue Lakanal 92330 SCEAUX - France*

*Bank name: BNP Paribas Sceaux*

*Bank address: 27, rue HOUDAN - 92330 SCEAUX*

*IBAN : FR76 3000 4014 9600 0100 6566 790*

*BIC / SWIFT Code: BNPAFRPPMAS*

2. **Western Union** Student Global Pay to ESTP Paris, on the WU Global Pay website:

<https://student.globalpay.wu.com/#!/landing>

3. **Credit/debit card**

#### 5 - REGISTRATION INSTRUCTIONS

The students can apply online, through the program [registration platform](#) by following the steps listed below:

1. Create a personal account and complete the registration form,
2. Read the general terms and conditions and accept them,
3. Provide the compulsory supporting documents,
  - *ID-type photo*
  - *copy of the passport*
  - *copy of the student ID card (if applicable)*
4. Accept and pay in full the applicable fees.

## Partner School Offer

If a Partner school offer applies, the department will contact the candidate to inform her/him about specific instructions and information according to the Service Agreement signed between the sending organization and ESTP Paris and EPF Graduate Schools of Engineering. Students will then apply online, through our [registration platform](#) by following the previously-listed steps.

## 6 - CANCELLATION POLICY

Any cancellation by the student (courses and/or accommodation) must be notified to us by email at least two weeks before the program's official starting date.

After this date, tuition and/or accommodation fees will be fully retained. The applicable registration fee will be retained in any case.

In the event of course interruption by the student, early departure or absence, no refund will be made.

We reserve the right to cancel courses of the French Language Summer Program in the event of an insufficient number of registrations. In this case, tuition, accommodation as well as registration fees will be refunded to the student.

EPF Graduate Schools of Engineering cannot be held responsible vis à vis the student for the non-fulfillment of obligations under the program due to force majeure.

### Partner School Offer:

Any cancellation by the student (courses and/or accommodation) must be notified to EPF Graduate Schools of Engineering by email at least two weeks before the program's official starting date. The 100 euro-registration fee will be deducted from reimbursement.

After this date, tuition and/or accommodation fees will be fully retained.

In the of course termination by the student, early departure or absence, no refund will be made.

ESTP Paris and EPF Graduate Schools of Engineering reserve the right to cancel courses of the French Language Summer Program in the event of an insufficient number of registrations. In this case, tuition, registration and accommodation fees will be refunded.

ESTP Paris and EPF Graduate Schools of Engineering cannot be held responsible vis à vis the student for the non-fulfillment of obligations under the French Language Summer Program due to force majeure.

## 7 - PROGRAM MODIFICATION

1. **Course cancellation:** in the event of an insufficient number of students enrolled in the course and if the course is not replaced by our FLE department, the corresponding tuition, registration and accommodation fees will be refunded to the student.
2. If a **program is modified**, the new schedule will change accordingly after the students have been informed.

The student can ask for a course extension after arrival only. The request must be sent to our team by e-mail with a one-week notice. Each request will be considered on a case-by-case basis.

## 8 - TRANSCRIPT OF RECORD AND ATTENDANCE CERTIFICATE

The student will receive a transcript of record at the end of her/his course.

ECTS credits will be attributed following these main criteria: less than 3 absences per week and participation in the French language tests.

The student will receive a certificate of attendance indicating the level achieved in French language at the end of her/his stay.

## 9 - HEALTH

Both ESTP Paris and EPF Graduate Schools of Engineering campuses, except “*La Maison de Famille*” (ESTP residence), are fully accessible to students with disabilities. Students with a special health condition (*i.e* allergies), must contact us before enrolling.

## 10 - ACCOMMODATION

### Student Residence on ESTP Paris campus

Students who wish to live on the ESTP campus – Paris, will be given a room in a residence. It is required to book via the registration form. Rooms are attributed on a first-come, first-served basis.

Accommodation fees must be paid in full, together with the registration and/or tuition fees. Default on payment of the accommodation fees may result in the student losing her/his room reservation in the student residence on the ESTP Paris campus. The student must comply with the student residence rules on the ESTP Paris campus by accepting and signing the form provided upon arrival.

## Other housing options

Housing in host families may be offered by carefully selected providers. The student may request accommodation by contacting our FLE department. If the request is accepted, we will put her/him in contact with the chosen provider.

Accommodation in other student residences may also be arranged and booked by the FLE department for students benefiting from the Partner school offer.

The providers' terms and conditions apply to students.

## 11 – LIABILITY - INSURANCE

**11.1.** No part of the provision of the services shall be deemed to be nor is it intended to be nor should it be taken to be the provision of investment advice.

**11.2.** Although ESTP Paris and EPF Graduate Schools of Engineering aim to provide the highest standard of services in the industry, neither they, nor their trainers shall accept any liability for (i) any inaccuracy or misleading information provided in the programs or course material and any reliance by the student on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

**11.3.** Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the services provided by ESTP Paris and by EPF Graduate Schools of Engineering. Subject to clause 11.5 no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

**11.4.** Subject to clause 11.5 below, the total liability of ESTP Paris and EPF Graduate Schools of Engineering arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the Fees received by us in connection with the relevant course in relation to which a dispute has arisen.

**11.5.** Nothing in this Agreement shall exclude or limit the liability of ESTP Paris or EPF Graduate Schools of Engineering for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under French law may not be limited or excluded.

**11.6.** No claim may be brought more than six months after the last day on which the services concerned have finished or ceased to be provided by ESTP Paris and EPF Graduate Schools of Engineering.

**11.7.** Health, liability and housing insurances are compulsory. It is the student's responsibility to ensure that they have the appropriate coverage before departure and for the duration of her/his stay.

Insurances can be purchased from a third party.

We cannot be held responsible for any financial, medical or other type of consequences that may arise due to the student's lack of insurance coverage.

## 12 - DISCIPLINE ON CAMPUS

Student's misbehavior, offence, damage towards other students, employees, campuses and accommodation facilities or violation of ESTP Paris and EPF Graduate Schools of Engineering's internal regulations will be referred to an EPF-ESTP disciplinary board. The schools reserve the right to expel the offending student without refund. Decision will be notified in writing to the student with immediate effect.

## 13 - INTELLECTUAL PROPERTY

**13.1.** All Intellectual **property rights** in the course material including any online class and speeches made by professors during training are and remain the intellectual property of ESTP Paris and EPF Graduate Schools of Engineering or its licensors whether or not adapted, written for or customized for any student.

**13.2.** The student is not authorized to:

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Material without prior written permission; Any reproduction, modification or distribution to third parties of all or part of the course contents as well as written and audio documentation provided to the students is prohibited without the written consent of ESTP Paris and EPF Graduate Schools of Engineering administrations.
- (ii) record on video or audio tape, transfer through videophone or other means any course provided;
- (iii) use the course material for any other course or training whether given by ESTP Paris and/or EPF Graduate Schools of Engineering or any third-party trainer;
- (iv) remove any copyright or other notice of ESTP Paris and EPF Graduate Schools of Engineering on the course material;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of any online courses.

Breach by the student of this clause shall allow ESTP Paris and/or EPF Graduate Schools of Engineering to immediately terminate these terms and conditions with the student and cease to provide this student with any Services, including but not limited to access to any online courses.



**13.3.** In consideration of the fees paid by the student, ESTP Paris and EPF Graduate Schools of Engineering grant to the student a limited, non-transferable, non-exclusive license to use the course material (and any software needed relating to any online course) for the sole purpose of attending and completing these courses.

## **14 - USE OF IMAGE – DATA PROTECTION**

**14.1.** The nature of the Services provided by Us means that ESTP Paris and/or EPF Graduate Schools of Engineering will obtain, use and disclose (together "Use") certain information about the student ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services, the student agrees to this Use.

**14.2.** When the student registers with ESTP Paris and/or EPF Graduate Schools of Engineering, s/he will need to provide certain Data such as her/his contact details and demographic information. ESTP Paris and/or EPF Graduate Schools of Engineering will store this Data and use it to contact the student, provide her/him with details of the Services which have been purchased and otherwise as required during the normal provision of the course.

**14.3.** ESTP Paris and/or EPF Graduate Schools of Engineering may also use the above Data, and similar Data provided to us by the student in response to surveys, to aggregate user profiles and, unless the student clicks on the relevant button on the Registration Form, provide her/him with communications. Neither ESTP Paris nor EPF Graduate Schools of Engineering will pass any personal data onto anyone outside of ESTP Paris and EPF Graduate Schools of Engineering.

**14.3.** ESTP Paris and/or EPF Graduate Schools of Engineering may record, collect and disseminate pictures and videos of the students to illustrate our promotional material, unless students refuse. The refusal notice must be given to ESTP Paris and to EPF Graduate Schools of Engineering on their registration day.

**14.4.** To enable ESTP Paris and/or EPF Graduate Schools of Engineering to monitor and improve their Services, ESTP-EPF gather certain aggregated information about the student, including details of her/his operating system, browser version, domain name and IP address, the URL the student came from and went to and the parts of the Website s/he visited.

**14.5.** ESTP Paris and EPF Graduate Schools of Engineering use information such as the student's User ID, session identifiers and password to enable ESTP Paris and/or EPF Graduate Schools of Engineering to identify whether the student is using the school's services, to assist with the provision of services and ensure that the student has access to relevant products. ESTP Paris and/or EPF Graduate Schools of Engineering will only read cookies from your cookie file placed there through the student's web browser interaction with the Website.



**14.6.** ESTP Paris and/or EPF Graduate Schools of Engineering's products may link to third party websites and neither ESTP Paris nor EPF Graduate Schools of Engineering are responsible for their data policies, procedures or content.

**14.7.** ESTP Paris and EPF Graduate Schools of Engineering endeavor to take all reasonable steps to protect the student's personal Data including the use of encryption technology but cannot guarantee the security of any Data which are disclosed. The student accepts the inherent security implications of being and transacting on-line and will not hold neither ESTP Paris nor EPF Graduate Schools of Engineering responsible for any breach of security.

**14.8.** ESTP Paris and EPF Graduate Schools of Engineering may supplement the information provided by the student with information received from third parties, such as exam registration bodies or the student's employer.

**14.9.** If the student wishes to change or update Data that ESTP Paris and/or EPF Graduate Schools of Engineering hold about her/him, please e-mail the FLE Department.

## **15 - FORCE MAJEURE**

Neither ESTP Paris nor EPF Graduate Schools of Engineering shall be liable to the student for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control including but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, epidemic, administrative obligation to close one or other of the institutions or learning centers, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

## **16 - CONFIDENTIALITY**

Is considered as "Confidential Information": information provided by one party to the other party in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party's business or products including without limitation the course material excluding information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions and shall return it on demand without retaining copies of it.

Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

This clause shall continue notwithstanding termination of these terms and conditions.

## 17 – TERMINATION TERMS AND CONDITIONS

**17.1.** ESTP Paris and/or EPF Graduate Schools of Engineering shall be entitled to terminate these terms and conditions and cease to provide the student with any Services with immediate effect in the event that the student:

- fails to pay when due any part of the Fees;
- acts in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of ESTP Paris and/or EPF Graduate Schools of Engineering, any teacher or lecturer who provides the courses or any student who attends any course;
- cheat or plagiarize any work which she/he is required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;
- steals or acts in a fraudulent or deceitful manner towards Us or Our employees or any other students who may be on the premises of ESTP Paris and/or EPF Graduate Schools of Engineering or attending the courses;
- intentionally or recklessly damages Our property or the property of ESTP Paris and/or EPF Graduate Schools of Engineering's employees or other students attending the premises;
- is intoxicated by alcohol or illegal drugs while on the premises of ESTP Paris and/or EPF Graduate Schools of Engineering;
- commits any criminal offence on the ESTP Paris and/or EPF Graduate Schools of Engineering premises or where the victim is a student or an employee of ESTP Paris and/or EPF Graduate Schools of Engineering;
- is in breach of these terms and conditions.

**17.2.** Termination clauses related to liability, intellectual property rights, confidentiality and assignment shall continue notwithstanding such termination.

## 18 - ASSIGNMENT

Any Services provided by ESTP Paris and/or EPF Graduate Schools of Engineering under these terms and conditions are personal to the student and cannot be transferred or assigned to any other person.

ESTP Paris and/or EPF Graduate Schools of Engineering shall be entitled to assign these terms and conditions to any other company without prior notice to the Student.

## 19 - AGREEMENT

These terms and conditions, together with the Course Specific Terms and Conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. The student confirms that s/he has not relied on any representations in entering into these and any other terms and conditions with ESTP Paris and/or EPF Graduate Schools of Engineering. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

## 20 - DISPUTE

This Agreement is subject to French law and the parties submit to the exclusive jurisdiction of the French courts in connection with any dispute hereunder.

If a dispute cannot be settled amicably, the Paris court will have sole jurisdiction to settle the disagreement between the students and the schools.

Any inconsistency between the French, English and Spanish versions of the General Terms and Conditions hereof shall be resolved solely by referring to the French version.