

# General terms and conditions of sale

Version applicable as of December 8, 2025

FTC Paris (French Training Center Paris) is a private training organization.

Enrollment in any of our programs implies unreserved acceptance of these conditions.

## PREAMBLE & LEGAL NOTICES

These General Terms and Conditions of Sale (hereinafter "GTCS") govern the contractual relationship between:

On the one hand, The company FTC PARIS, with a share capital of €3,000, registered with the Paris Trade and Companies Register (RCS) under number 982 458 812, whose registered office is located at 149 avenue du Maine, 75014 Paris (hereinafter referred to as "FTC Paris" or "the School").

And on the other hand, Any individual or legal entity enrolling in a language training course (hereinafter referred to as "the Client" or "the Student").

# ARTICLE 1: OBJECT AND SCOPE OF APPLICATION

## 1.1 Acceptance

Enrollment in one of FTC Paris programs implies unreserved acceptance of these GTCS by the Client. They prevail over any other document (brochures, catalogs) which are for indicative purposes only.

## 1.2 Amendments

FTC Paris reserves the right to modify its GTCS at any time. However, the applicable conditions are those in force on the date of payment of the enrollment. No subsequent modification may be opposed to the Client for an order already validated.

## 1.3 Prices and Taxes

Prices are indicated in Euros (€) and include all taxes (TTC), including VAT at the current legal rate (20%). Any change in the VAT rate may be passed on to the price of the training courses.

## 1.4 Applicable Law

These conditions are subject to French law. The reference language of the contract is French. Any translation into English or another language is provided for information purposes only; only the French text shall prevail in the event of a dispute.

## ARTICLE 2: ENROLLMENT AND ADMISSION

### 2.1 Audience

FTC Paris training courses are reserved for an adult audience. The candidate must be at least 18 years old on the first day of training.

### 2.2 Admission Conditions

Enrollment takes place via our online form or directly at the School's secretariat. It becomes final only after:

- Validation of pedagogical prerequisites (Test).
- Full or partial payment (deposit) of fees.

### 2.3 Enrollment Deadlines

To guarantee your place, the complete file must be submitted:

- At least 1 week before the start of the training if you already reside in France.
- At least 3 months before the start of the training if you are making a first Student visa application from abroad.

### 2.4 Placement Test

In order to guarantee the homogeneity of groups, a placement test is mandatory for all Students (except complete beginners A1).

- This test takes place online (link sent after payment of administrative fees).
- Assignment to a level group is decided by the Pedagogical Management following this test.

### 2.5 Payment and Validation Process

Enrollment takes place in two stages:

- **Reservation:** Payment of the Administrative Fees of €100 (non-refundable) and/or a deposit validates your pre-enrollment and triggers the sending of the placement test.
- **Final Validation:** Enrollment is confirmed only after payment of the full balance of the training, which must imperatively occur before the first day of class.

## **2.6 Default of Balance Payment**

Full payment of the training is a substantial condition of the contract. In the event of non-payment of the balance by the agreed due date (i.e., before the first day of class):

- The enrollment will be considered cancelled by the Student.
- The contract will be terminated automatically.
- As a penalty clause and cancellation indemnity (in accordance with custom and to compensate for the blocking of the place that cannot be reallocated), FTC Paris will retain the deposit paid, up to a limit of 30% of the total price of the training (legal ceiling in professional training).

**Reciprocity:** In the event of cancellation of the session by FTC Paris (except in cases of force majeure), all sums paid (deposit and fees) will be refunded to the Student within 30 days.

## **2.7 Payment Methods**

Payments are made in Euros (€). The amount credited to the School's account must correspond exactly to the invoice amount.

- **By Credit Card:** Via our secure platform (Stripe). No additional fees are applied to the client.
- **By Bank Transfer:** Any transfer, exchange, or correspondent bank fees (especially for transfers outside the SEPA zone) are fully borne by the Student (Select "OUR" option during transfer). Any discrepancy in amount must be regularized upon arrival.
- **Split Payment:** In 3 or 4 installments free of charge, subject to eligibility.

## ARTICLE 3: CANCELLATION AND REFUND

### 3.1 Right of Withdrawal (Distance Selling)

In accordance with Article L.221-18 of the French Consumer Code, the Student has a period of 14 calendar days from the date of payment to exercise their right of withdrawal without having to justify their decision.

- **Exception:** If the training begins before the end of this 14-day period at the Student's request (last-minute registration), and the service has commenced, the right of withdrawal may no longer be exercised for the period consumed.

### 3.2 Cancellation before the start of the session

Any cancellation request must be notified in writing to: [contact@ftc.paris](mailto:contact@ftc.paris).

- More than 30 calendar days before the start: Full refund of amounts paid (the €100 Administrative Fees remain retained by the School).
- Less than 30 calendar days before the start: FTC Paris will retain 30% of the total amount of the training as a cancellation indemnity to compensate for the blocking of the place. The balance will be refunded.

### 3.3 Abandonment or Absence (During training)

Any cycle started is due in full. In the event of absence, lateness, or early departure by the Student for personal convenience, no refund or credit will be granted. Exception for Force Majeure: If the absence results from a case of force majeure within the meaning of Article 1218 of the French Civil Code (an event beyond the Student's control, which could not reasonably be foreseen and the effects of which cannot be avoided by appropriate measures), the following provisions apply:

- **Justification:** The Student must notify the School immediately and provide official proof (medical certificate, attestation) within 7 calendar days.
- **Compensation:** In the event of proven force majeure, FTC Paris will primarily propose a credit carry-over (Credit Note) valid for 12 months on a subsequent session, calculated on a pro-rata basis of the hours not consumed.
- **Termination:** If the impediment is definitive (making any carry-over impossible), the contract may be terminated and the sums corresponding to the courses not taken will be refunded.



### **3.4 Refund Methods**

Refunds are made by bank transfer or credit card re-credit within a maximum of 30 days after validation of the request.

## **ARTICLE 4: SPECIFIC CASE: STUDENT VISA**

### **4.1 Responsibility and Documents**

The Student acknowledges being aware of consular deadlines and undertakes to initiate their procedures at least 3 months before the start of the training. FTC Paris issues the Certificate of Enrollment required for the visa only after receipt of the complete file and full payment of the training.

### **4.2 Delay in Obtaining Visa (Session Deferral)**

If the visa is not obtained in time for the scheduled start date:

- Request > 15 days before the start: Deferral to the next session is possible free of charge (one time only).
- Request < 15 days before the start: Deferral is charged €50 incl. VAT as administrative management fees.
- Note: Once the training has started, no deferral is possible; weeks not attended are lost.

### **4.3 Visa Refusal (Refund)**

In the event of a visa refusal, FTC Paris refunds 100% of the Tuition Fees paid. The Administrative Fees (€100) remain retained by the School.

### **4.4 Notification and Refund Conditions (Strict Compliance Clause)**

The full refund of tuition fees is conditional upon transmission of official proof of the visa refusal.

- Mandatory Procedure: The Student must notify FTC Paris in writing (email to [contact@ftc.paris](mailto:contact@ftc.paris)) and attach a copy of the refusal letter issued by the consular authority.
- Deadline: This notification must take place no later than 7 (seven) calendar days following the date of issuance of the refusal letter.
- Sanction: Past this 7-day deadline, failure to present the supporting document will be considered negligence. The Student's absence will then be treated as a standard cancellation (excluding visa grounds), resulting in the application of cancellation fees provided for in Article 3.2 (i.e., a retention of 30% of the total amount of the training).

**4.5 Indemnity for Committed Costs and Immobilization (Visa Files)**

The opening of a training session incurs incompressible fixed costs (pedagogical planning, recruitment of trainers, room booking) calculated based on the number of enrolled students.

Visa-requiring students necessitate place immobilization over a long duration. Consequently, by derogation from the general conditions (Article 3.2), once the Enrollment Certificate has been issued by FTC Paris, any cancellation for a reason other than a visa refusal (specifically for personal convenience):

1. Destabilizes the economic balance of the training group.
2. Prevents the reallocation of the place to another international candidate (due to consular deadlines).

As such, a flat-rate indemnity of 40% of the total training fees will be retained by FTC Paris to cover management and immobilization costs.

- The balance will be refunded.
- The Enrollment Certificate will be immediately cancelled with the authorities (Prefecture).

## ARTICLE 5: ORGANIZATION, DEFERRAL, AND MODIFICATIONS

### 5.1 Pedagogical Organization (Groups and Schedules)

Assignment to a group is decided by the Pedagogical Management based on level.

- Maintenance of Sessions (Merger): To ensure the opening of courses, FTC Paris reserves the right to organize multi-level groups if enrollment numbers require it. In this case, instruction is adapted via differentiated pedagogy, ensuring that each Student works on skills specific to their level and objectives.
- Cancellation: If no pedagogically coherent solution is possible (notably due to a lack of participants), the School may cancel the session. A deferral will be proposed. In the event of refusal by the Student, tuition fees will be refunded in full (on a pro-rata basis if the training has begun). No indemnity or damages may be claimed.

### 5.2 Session Deferral at the Student's Request

The Student may request to defer the start of their training (excluding Visa grounds already covered in Art. 4).

- Request > 30 days before the start: Deferral possible free of charge (one time only).
- Request between 30 and 15 days before: Invoicing of management fees of €100 incl. VAT.
- Request < 15 days before the start: Invoicing of increased deferral fees of €190 incl. VAT (indemnity for late blocking of the place).
- Once the training has started: No deferral is possible; weeks not attended are lost.

### 5.3 Change of Program (Level/Schedule)

Any request to change the time slot or level during the session is subject to pedagogical validation and available places.

- If the change is accepted by the School: It is free of charge the first time.
- Any subsequent modification: Will be invoiced €100 incl. VAT.

### 5.4 Hybrid Continuity ("Intensive Plus" Option)

Access to online courses (Google Meet) is a backup service limited to 5 days per month. It does not exempt visa holders from the obligation of physical presence.

## 5.5 Absence of the Trainer

FTC Paris makes every effort to ensure the continuity of courses.

- Short-term absence (less than 5 working days): For reasons of pedagogical organization, immediate replacement is not guaranteed. A make-up solution (rescheduled class, access to additional e-learning modules, or conversation workshop) will be proposed. No partial refund will be made for these punctual absences, provided a make-up solution has been submitted to the Student.
- Long-term absence (more than 5 working days): FTC Paris undertakes to put in place a replacement trainer as soon as possible to ensure the continuation of the session.

## 5.6 Attendance and Justification

Attendance at courses is mandatory. The Student's signature is required at each class via an attendance sheet.

- Justified Absences: Absences for medical reasons (upon presentation of a medical certificate) or official summons (Prefecture, Administration, DELF/DALF/TCF exam) are considered justified. The justification must be sent to the School by email within 48 hours.
- Unjustified Absences: Any absence of the Student without valid justification or outside the deadline is counted as unjustified.

## 5.7 End of Training Documents

- Certificate of Attendance (Legal Document): Issued to all, it clearly distinguishes hours of presence, justified absence, and unjustified absence by the Student.
- FTC Paris Certificate of Achievement (Diploma): Issued only to Students who have obtained the average in exams AND respected an overall attendance rate of 80%.

## 5.8 Public Holidays

Courses are not held on official French public holidays. These days are neither refunded nor made up, the session price being a flat rate.

## 5.9 Non-transferability

Enrollment is strictly for the benefit of the designated Student. It is personal and non-transferable to a third party.

**5.10 Respect for Internal Regulations and Discipline**

Enrollment in a training course implies unreserved acceptance of the establishment's Internal Regulations (given at registration and displayed on the premises). Any serious breach of safety, hygiene, or behavioral rules (violence, harassment, discrimination...) may be subject to a disciplinary sanction up to permanent exclusion, in accordance with Article 10 of the Internal Regulations. In the event of permanent exclusion for disciplinary reasons, the contract will be terminated at the Student's exclusive fault. Tuition fees for the remaining period will not be refunded and will remain acquired by the School as an indemnity.

## ARTICLE 6: LIABILITY AND INSURANCE

### 6.1 Student Insurance

The Student is responsible for their own coverage. They undertake to take out, before their arrival in France:

- **Health / Repatriation Insurance** valid for the duration of the stay.
- **Civil Liability Insurance** covering damages they might cause to third parties (particularly within the Spaces premises). *FTC Paris reserves the right to request a certificate at any time.*

### 6.2 Theft and Personal Belongings

Although the Spaces premises are secured, FTC Paris declines all liability in the event of loss, theft, or damage to the Student's personal belongings (computer, phone, money) within the campus.

### 6.3 School's Liability

FTC Paris is insured for its Professional Civil Liability covering bodily injury or material damage caused by its staff or equipment during courses and outdoor activities organized by the School.

### 6.4 Exemption from Liability

FTC Paris cannot be held liable in the event of non-performance or poor performance of the contract due either to the act of the Student, or to the insurmountable and unforeseeable act of a third party to the contract, or to a case of force majeure.

## ARTICLE 7: DATA PROTECTION (GDPR)

In accordance with the Data Protection Act ("Loi Informatique et Libertés") and the GDPR, the data collected is necessary for the management of your enrollment. It is intended for internal use only. You have a right of access, rectification, and deletion by contacting: [contact@ftc.paris](mailto:contact@ftc.paris).

The consumer Client is informed of their right to register for free on the "Bloctel" telephone anti-solicitation list ([bloctel.gouv.fr](http://bloctel.gouv.fr)).

## **ARTICLE 8: IMAGE RIGHTS AND INTELLECTUAL PROPERTY**

### **8.1 Ownership of Educational Materials**

All documents provided during the training are the exclusive property of FTC Paris. They may not be reproduced or distributed without authorization.

### **8.2 Image Rights**

As part of its pedagogical and event activities, FTC Paris may be required to capture images (photos/videos). In accordance with provisions relating to image rights and the GDPR, no image of the Student will be used for promotional purposes without their explicit, free, and written consent. A specific authorization (rights assignment form) will be proposed to the Student upon their entry into training. The Student is free to refuse or accept the use of their image without this impacting the course of their training.

## **ARTICLE 9: DISPUTES**

### **9.1 Claims**

Any claim must be addressed in writing to the Management (contact@ftc.paris), which undertakes to respond within 15 days.

### **9.2 Mediation (Consumers)**

In accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, if the School's response is not satisfactory, you may refer the matter free of charge to the Consumer Mediator to which we belong: **CM2C - [cm2c.net](http://cm2c.net)**.

### **9.3 Jurisdiction**

In the absence of an amicable resolution, any dispute shall be submitted to the exclusive jurisdiction of the **Courts within the jurisdiction of the Paris Court of Appeal** (or the **Paris Commercial Court** for professional clients), notwithstanding multiple defendants or third-party claims.