

TERMS AND CONDITIONS OF SALE AND SERVICE PROVISION

Article 1 – Purpose and scope

These Terms and Conditions of Sale and Service Provision (hereinafter referred to as the "Terms and Conditions") set out the terms and conditions under which MAISON PAPILLON ACADEMY provides its French language training and educational services.

These Terms and Conditions apply to all services offered by MAISON PAPILLON ACADEMY, including individual and group lessons, examination preparation programmes, professional French training, tailor-made programmes, and any cultural activities and experiences that may be offered.

These Terms and Conditions apply to both individual consumers and professional clients, subject to any specific terms that may be set out in a quotation, commercial proposal or specific agreement.

Any registration, booking or order for a service constitutes the client's acknowledgement and acceptance of these Terms and Conditions.

Where specific terms have been expressly agreed between MAISON PAPILLON ACADEMY and the client, such terms shall prevail over these Terms and Conditions in the event of any inconsistency.

Article 2 – Services offered

MAISON PAPILLON ACADEMY provides French language training and linguistic support services, including :

- General French courses;
- French conversation courses;
- Professional French and French for Specific Purposes (FOS);
- Preparation for French language examinations and certifications, including DELF, DALF, TCF, TEF and DCL;
- Preparation for the French civic examination and related interview;
- French courses for children and young learners;
- Tailor-made educational programmes for individuals and organisations;
- Cultural activities and experiences related to the French language and culture.

The nature, content, duration and delivery methods of each service may vary depending on the programme or offer selected.

Information concerning available services and prices is provided on the MAISON PAPILLON ACADEMY website or directly by our team.

Article 3 – Contact, registration and booking

Anyone wishing to obtain information about MAISON PAPILLON ACADEMY's services may contact the school free of charge by email or telephone.

A free information meeting, including by video call, may also be offered to allow the client to speak with our team, discuss their objectives and identify the educational solution best suited to their needs.

Registration for a course or program may take place following these discussions.

Where the service is subject to a contract, registration becomes final once the contract has been signed by the parties and the corresponding payment has been received, unless otherwise agreed in writing.

For individual lessons booked separately or as part of a package, lesson slots are booked through the booking platform provided by MAISON PAPILLON ACADEMY, including Cal.com.

No lesson will be provided before the corresponding payment has been received, unless otherwise expressly agreed in writing by MAISON PAPILLON ACADEMY.

For the purpose of organising and monitoring lessons, the client may be asked to provide the information necessary for registration, including their first and last name, contact details, information required to schedule lessons and, where relevant, information concerning their language level and learning objectives.

Group classes are limited to a maximum of 16 students per group.

MAISON PAPILLON ACADEMY reserves the right to refuse an enrolment where legitimate grounds justify such refusal, including where the conditions necessary for the proper delivery of the service cannot be met.

Article 4 – Trial lesson

MAISON PAPILLON ACADEMY offers a 30-minute individual trial lesson.

The purpose of this trial lesson is to allow prospective students to discover the MAISON PAPILLON ACADEMY teaching approach, meet and interact with a teacher, discuss their learning objectives and assess whether the proposed training is suited to their needs.

The trial lesson is charged at €10.

Each student may benefit from one trial lesson only.

The booking of a trial lesson is subject to the same general principles as other lessons, including payment and booking requirements.

A trial lesson may be rescheduled provided that the student informs MAISON PAPILLON ACADEMY or the teacher at least 24 hours before the scheduled start time.

Any absence or cancellation made less than 24 hours before the scheduled lesson shall be considered a payable service, subject to the provisions concerning exceptional circumstances set out in Section 7.

Article 5 – Prices and payment terms

The prices applicable to the services are those displayed on the MAISON PAPILLON ACADEMY website or communicated to the client at the time of their enquiry.

Individual lessons are offered at a standard rate of 40€ per hour. The French for Specific Purposes (FOS) course is offered at a standard rate of 50€ per hour.

Group lessons are offered at a rate of 10€ per hour per student when the group reaches a minimum of 5 participants. We have three groups available : DIAMOND (4 hours/month, every Monday), PRESTIGE (8 hours/month, every Tuesday and Friday), and SIGNATURE (12 hours/month, every Monday, Wednesday and Friday).

Lessons are available in different durations, including 30, 45, 60 and 90 minutes. Other lesson durations may be arranged upon request and may be subject to an adjusted price. Clients are invited to consult the prices displayed on the website or contact MAISON PAPILLON ACADEMY to confirm the applicable price for the desired lesson duration and type of service.

The following payment methods are accepted :

- Payment directly through our online shop, via our secure payment platform.
- Bank transfer;
- PayPal;
- Wise.

Payment must be received before the first lesson begins, unless otherwise agreed in writing.

A booking is considered confirmed once the corresponding payment has been received.

Registration Fee

A one-time registration fee of 40€ applies to each student.

This fee covers, in particular:

- The opening and administrative management of the student's file;
- Pedagogical follow-up and support;
- Program coordination;
- Access to the necessary learning resources and materials;
- Monitoring of the student's learning objectives and progress.

The registration fee is charged only once and is not charged again for each lesson or package.

VAT

MAISON PAPILLON ACADEMY benefits from the French VAT exemption regime applicable to businesses meeting the conditions for the VAT exemption scheme (franchise en base de TVA).

Where applicable, invoices will therefore include the following statement:

"TVA non applicable, art. 293 B du CGI."

This provision relates to the French VAT exemption scheme and should not be confused with any specific VAT exemptions that may apply to certain educational or training activities.

Our transparent approach to pricing

MAISON PAPILLON ACADEMY was created with the aim of providing high-quality French language training at reasonable and transparent prices.

The school places particular emphasis on the quality of teaching, availability and student progress.

As with any independent business operating in France, the amounts charged must cover the company's professional expenses and social and tax obligations. Social security contributions and taxes are determined according to the rules applicable to the business and the individual circumstances of the professional.

The price paid by the student therefore does not correspond to the net amount directly received by the teacher or business owner.

MAISON PAPILLON ACADEMY nevertheless aims to maintain accessible and transparent pricing by seeking a fair balance between the remuneration of teaching work, the business's legal and financial obligations, and the cost borne by students.

Article 6 – Lesson packages and discounts

MAISON PAPILLON ACADEMY offers lesson packages allowing students to purchase several hours of training at a preferential rate.

Available packages include 5, 10, 15 and 20 hours of lessons, depending on the offers available at the time of purchase.

The applicable discounts are as follows:

- 5-hour package: 5% discount;
- 10-hour package: 7.5% discount;
- 15-hour package: 10% discount;
- 20-hour package: 12.5% discount;

These discounts are available throughout the year unless otherwise stated.

Discounts may not be combined with other promotional offers or special discounts offered by MAISON PAPILLON ACADEMY from time to time.

TERMS AND CONDITIONS OF SALE AND SERVICE PROVISION

Packages are valid for a period of 6 months from the date of purchase, unless otherwise stated or exceptionally agreed in writing.

At the end of this validity period, any unused lesson hours expire and are not refundable. In exceptional circumstances, MAISON PAPILLON ACADEMY may agree to extend the validity period of a package. Any such extension is exceptional and must be expressly approved by the school.

Article 7 – Cancellation, rescheduling and absence

7.1 Cancellation or Rescheduling by the Student

Any request to cancel or reschedule a lesson must be communicated to MAISON PAPILLON ACADEMY or the teacher at least 24 hours before the scheduled lesson time.

Where this notice period is respected, the lesson may be rescheduled subject to the availability of both the teacher and the student.

For students who have purchased a lesson package, the rescheduled lesson will not be deducted from the package provided that the minimum 24-hour notice period has been respected.

7.2 Late Cancellation or Absence

Any cancellation or rescheduling request made less than 24 hours before the scheduled lesson, as well as any unjustified absence, will result in the lesson being charged.

For students who have purchased a lesson package, the lesson will be considered as having been delivered and will be deducted from the remaining hours of the package.

No refund may be claimed in such circumstances.

7.3 Illness or Accident

In the event of illness or an accident preventing the student from attending a scheduled lesson, MAISON PAPILLON ACADEMY may offer an exceptional rescheduling of the lesson.

Each situation will be considered individually in order to find a reasonable and fair solution.

7.4 Cancellation or Rescheduling by MAISON PAPILLON ACADEMY

MAISON PAPILLON ACADEMY makes every effort to maintain the lessons and schedules initially agreed with the student.

In exceptional circumstances, including serious personal circumstances, illness, an unforeseen event or force majeure, the school may need to cancel or reschedule a lesson.

Where possible, MAISON PAPILLON ACADEMY may offer a replacement teacher.

A replacement teacher will only be assigned with the student's agreement where the replacement would result in a significant change to the teaching arrangements.

If no acceptable replacement solution is available, the lesson will be rescheduled for a later date or, where applicable, refunded or credited.

7.5 Late Arrival

Any late arrival by the student will reduce the effective duration of the lesson accordingly. Time lost due to the student's late arrival cannot be made up.

Where the delay is attributable to the teacher, the lost teaching time will, where possible, be added to the current lesson or made up during another lesson agreed with the student.

MAISON PAPILLON ACADEMY makes every effort to minimise such situations.

Article 8 – Delivery of lessons

Lessons are primarily delivered online.

Cultural activities and experiences offered by MAISON PAPILLON ACADEMY may, however, take place in person.

Lessons may be offered in different durations, including 30, 45, 60 and 90 minutes. Other durations may be arranged upon request.

Lesson times are agreed according to the availability of both the student and the teacher.

MAISON PAPILLON ACADEMY welcomes students based in France and abroad and makes every reasonable effort to offer lesson times adapted to the student's time zone.

Where the time difference makes it difficult for a teacher based in France to provide lessons at a suitable time, MAISON PAPILLON ACADEMY may, where possible, arrange for a teacher working within the relevant time zone to provide the lessons.

Lessons may be delivered via Microsoft Teams or Zoom.

Where possible, MAISON PAPILLON ACADEMY may also use another platform requested by the student.

Students are responsible for having suitable equipment and a reliable Internet connection allowing the lesson to take place under proper conditions.

MAISON PAPILLON ACADEMY cannot be held responsible for technical problems arising from the student's equipment, Internet connection or technical environment.

Course content, activities, teaching materials and pedagogical methods may be adapted to each student's level, objectives, pace and individual needs.

Article 9 – Tailor-Made programs

MAISON PAPILLON ACADEMY offers tailor-made educational programs designed in particular for individuals, companies and organisations.

These programs are developed according to the needs identified with the client.

They may be adapted in terms of :

- Learning objectives;
- Language level;
- Duration;
- Frequency and pace;
- Number of participants;
- Content;
- Teaching methods;
- Schedule;
- Training format.

Tailor-made programs are subject to a quotation or commercial proposal setting out the specific terms applicable to the service.

The quotation or agreement signed by the client forms part of these Terms and Conditions and shall prevail in the event of any conflict regarding the specific terms agreed between the parties.

Article 10 – Examinations, certifications and certificates

MAISON PAPILLON ACADEMY provides training designed to prepare students for various official French language examinations and certifications.

Such preparation may include DELF, DALF, TCF, TEF and DCL examinations.

MAISON PAPILLON ACADEMY provides pedagogical preparation but does not itself issue official certifications, unless it expressly holds the relevant accreditation or authorisation.

Official examinations are organised and administered by officially authorised organisations and examination centres.

MAISON PAPILLON ACADEMY may assist students with the process of registering for an examination at an official examination centre, whether in France or abroad.

Success in an official examination depends on the candidate's results and cannot be guaranteed by MAISON PAPILLON ACADEMY.

At the end of certain training programmes, MAISON PAPILLON ACADEMY may conduct an assessment of learning outcomes and, where applicable, issue a certificate of attendance or training completion and, where applicable, an internal certificate of achievement.

Such documents do not constitute an official certification issued by an external certification body, unless expressly stated otherwise.

Article 11 – Intellectual property

All educational and teaching materials created, developed or made available by MAISON PAPILLON ACADEMY as part of its services are protected by applicable intellectual property laws.

This includes, in particular, course materials, documents, exercises, presentations, videos, illustrations, educational resources, teaching methods and content developed by MAISON PAPILLON ACADEMY.

These materials are provided exclusively for the student's personal use in connection with their training.

Unless prior written authorisation has been obtained from MAISON PAPILLON ACADEMY, it is prohibited to reproduce, distribute, sell, publish, share, modify or commercially exploit all or part of these materials.

Students may not make the teaching materials available to third parties or distribute them publicly.

Article 12 – Liability

MAISON PAPILLON ACADEMY undertakes to provide its services professionally, diligently and in accordance with the terms agreed with the client.

However, MAISON PAPILLON ACADEMY cannot guarantee a specific educational outcome, including the achievement of a particular language level or success in an official examination.

A student's progress depends, among other things, on attendance, participation, independent work, initial level, learning objectives and individual learning abilities.

MAISON PAPILLON ACADEMY cannot be held liable for difficulties arising from circumstances beyond its reasonable control, including technical problems, interruptions to third-party services or events constituting force majeure.

TERMS AND CONDITIONS OF SALE AND SERVICE PROVISION

Article 13 – Right of withdrawal

Where applicable legislation grants a consumer a right of withdrawal in relation to a distance contract, the consumer generally has a period of fourteen days in which to exercise that right, subject to the conditions laid down by the French Consumer Code.

Where the consumer expressly requests that the service begin before the expiry of this period, specific rules may apply.

Where the service has been fully performed before the end of the withdrawal period, following the consumer's express request and express waiver of their right of withdrawal where required by law, the right of withdrawal may no longer be exercised.

The applicable arrangements concerning the right of withdrawal will be specified in the contract or pre-contractual information where applicable.

Article 14 – Complaints and amicable dispute resolution

Any complaint should first be addressed to MAISON PAPILLON ACADEMY in order to allow the matter to be resolved amicably.

Complaints may be submitted by email or by post using the contact details provided in the "Contact" section.

MAISON PAPILLON ACADEMY undertakes to consider all complaints carefully and to seek an amicable solution wherever possible.

Consumer Mediation

In accordance with applicable French consumer protection legislation, MAISON PAPILLON has appointed the Société de la Médiation Professionnelle as its consumer mediator.

Consumers may refer a dispute to the consumer mediator free of charge, provided that they have first submitted a written complaint to MAISON PAPILLON and that the conditions for referral to mediation are met.

Consumer Mediator : Société de la Médiation Professionnelle

Correspondence address : Alteritae, 5 rue Salvaing, 12000 Rodez, France

Website : <https://www.mediateur-consommation-smp.fr/>

Article 15 – Governing law and jurisdiction

These Terms and Conditions are governed by French law.

In the event of a dispute, the parties shall first seek to resolve the matter amicably.

If no amicable resolution can be reached, the dispute may be brought before the competent courts in accordance with the applicable rules of jurisdiction.

Where the client is a consumer, any mandatory consumer protection rules concerning jurisdiction shall remain applicable

Article 16 – Amendments to the terms and conditions

MAISON PAPILLON ACADEMY reserves the right to amend these Terms and Conditions in order to reflect changes to its services, organisation or applicable legislation.

The version applicable to a service is the version accepted by the client at the time the contract or order is concluded, subject to any mandatory legal provisions.

The most recent version of these Terms and Conditions is available on the MAISON PAPILLON ACADEMY website.

Article 17 – Amendments to the terms and conditions

For any questions concerning these Terms and Conditions, the services provided or a complaint, you may contact MAISON PAPILLON ACADEMY :

MAISON PAPILLON ACADEMY
66 Avenue des Champs-Élysées
75008 Paris
France

Telephone : +33 (0)6 30 63 22 01

E-mail : maisonpapillonacademy@outlook.com

SIREN : 882 476 484

SIRET number : 88247648400044

Legal form : Sole proprietorship / Micro-entrepreneur

VAT : VAT not applicable, pursuant to Article 293 B of the French Tax Code (Code général des impôts).