

# **GENERAL TERMS AND CONDITIONS OF SALE**



# 1

## COMPANY IDENTIFICATION

Horizon Linguistique

Simplified Joint-Stock Company (SAS) with share capital in force

Registered office: 2 chemin du Pigeonnier de la Cépière – 31100 Toulouse – France

SIRET : 914 239 066 00014

R.C.S. Toulouse

Training activity registration number: 914 239 066

Hereinafter referred to as “HL”.

# 2

## PURPOSE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (GTC) govern the contractual relationship between HL and any individual acting for non-professional purposes (hereinafter referred to as “the Learner”).

They apply to the following services:

- In-person courses
- Online courses
- E-learning
- Group or individual lessons
- Standard or tailor-made training programs
- Language stays
- Training programs eligible for CPF funding

# 3

## FORMATION OF THE CONTRACT

The contract is formed upon signature of the training agreement by the Learner.

HL reserves the right to refuse registration for legitimate reasons (insufficient level, prior incompatible behavior, failure to meet technical or administrative prerequisites).

# 4 PRICES

Prices are expressed:

- Either inclusive of all taxes (VAT included),
- Or exclusive of VAT plus applicable VAT where relevant.

The price is fixed upon signature.

Any modification of the selected program requested by the Learner shall be subject to a written amendment.

# 5 PAYMENT TERMS

## 5.1 Available Payment Methods

- Full payment
- Installment payment according to the agreed schedule
- CPF funding
- Transitional payment pending CPF activation

If CPF funding is activated subsequently, HL will reimburse the amounts advanced within the limits of the funding actually granted.

In the event of definitive refusal of funding by the financing body, the Learner remains personally liable for the sums due.

## 5.2 Late Payment

In the event of late payment:

- Immediate suspension of access to courses
- Possible termination after formal notice remains without effect
- All outstanding amounts become immediately payable

Installments already due remain payable to HL.

# 6

## RIGHT OF WITHDRAWAL

In accordance with Articles L221-18 et seq. of the French Consumer Code:

The Learner has a period of 14 calendar days from the date of signature of the contract to exercise the right of withdrawal.

If the Learner expressly requests early commencement of the training during this period:

- Payment will be due for services actually provided up to the withdrawal date
- This amount is calculated on a pro rata basis

# 7

## CANCELLATION BY THE LEARNER

### 7.1 Before the Start of Training

Cancellation free of charge.

### 7.2 After the Start of Training

In the event of early termination by the Learner outside cases of force majeure:

The Learner shall remain liable for:

1. The hours already completed
2. A contractual indemnity corresponding to 20% of the amount of the remaining hours to be delivered

This indemnity is justified by:

- Mobilization of teaching resources
- Reservation of time slots
- Disruption of scheduling

It does not constitute an excessive penalty clause but a proportionate compensatory indemnity.

# 8 ABSENCES

Hours are deducted from the contractual volume except:

- In case of absence justified by a medical certificate or force majeure
- Subject to prior written notification

When replay access is available, the hour is considered consumed.

Unjustified absences are not eligible for reimbursement.

# 9 CANCELLATION BY HL

HL may cancel or suspend training in the event of:

- Insufficient enrollment
  - Minimum 5 participants for in-person courses
  - Minimum 3 participants for online courses
- Major technical failure
- Force majeure

HL will primarily offer:

- Postponement
- Change of group
- Conversion to individual lessons (with price adjustment if necessary)

If performance becomes totally impossible, the amounts corresponding to services not delivered will be refunded.

# 10 CONDUCT & EXCLUSION

HL reserves the right to exclude a Learner in the event of behavior that disrupts the proper functioning of the training, endangers individuals, or contradicts the institution's values.

In the event of exclusion for serious misconduct, no refund shall be due.

# 11 **FORCE MAJEURE**

Force majeure refers to any external, unforeseeable, and irresistible event as defined by Article 1218 of the French Civil Code.

In such cases:

- HL may suspend or adapt the training
- Online transition may be proposed
- No damages may be claimed

Services already provided remain payable.

# 12 **CANCELLATION BY HL**

HL is bound by an obligation of means.

HL shall not be held liable for:

- Failure to pass examinations
- Failure to reach a specific language level
- Technical failures of the Learner's equipment or connection
- Interruptions related to third-party platforms

HL's total liability is capped at the amount actually paid by the Learner.

No compensation may exceed this amount, except in cases of gross negligence or willful misconduct.

# 13 **LANGUAGE STAYS & ACCOMMODATION**

When HL offers accommodation, it acts solely as an intermediary.

Accommodation partners remain legally responsible for their services.

In the event of difficulty:

- The Learner shall inform HL without delay
- HL will intervene with the partner
- A reasonable solution will be sought

HL shall not be held liable for damage caused by third parties.

## 14 INTELLECTUAL PROPERTY

Teaching materials provided as part of the training remain the exclusive property of HL.

Any reproduction, distribution, or use without prior written authorization is prohibited.

## 15 INSURANCE

The Learner undertakes to have insurance covering:

- Civil liability
- Medical expenses
- Stay cancellation

HL may request proof of insurance.

## 16 PERSONAL DATA MEDIATION

Personal data is processed in accordance with the General Data Protection Regulation (GDPR).

## 17 MEDIATION

In accordance with Articles L612-1 et seq. of the French Consumer Code:

In the event of an unresolved dispute, the Learner may refer the matter free of charge to a consumer mediator.

# 18 APPLICABLE LAW AND JURISDICTION

The contract is governed by French law.

Any dispute shall fall under the jurisdiction of the competent courts of Toulouse.

# 19 CENTRE CLOSING DATES, PUBLIC HOLIDAYS AND ASSOCIATED PRICING TERMS

Centre closure dates:

- Closed during the Christmas holidays: all classes are postponed.
- Public holidays: the missed session will be deducted from the invoice or carried over to the end of the contract where possible.

Closed on the following public holidays: 6 April 2026; 26 May 2026; 8 May 2026; 14 May 2026; 25 May 2026; 14 July 2026; 15 August 2026; 1 November 2026; 11 November 2026; 25 December 2026