

General Conditions

The non-profit association governed by the law of 1 July 1901
Kinder Exchange - 2 rue Royale 77300 Fontainebleau - France
Declared in the Official Journal of October 1, 2011 under the N ° RNA: W774005024
Email: contact@kinderexchange.org Site: <http://www.kinderexchange.org/>

These General Conditions take precedence over any other commitments.

The association aims to facilitate cultural and linguistic exchanges for children of different nationalities by bringing families together.

The registration of your family as described in Article 2 implies the unreserved acceptance of the present General Conditions of operation of the association formalized in this document and accessible on the site of the association. The association reserves the right to modify, add or delete terms of these General Conditions due to technical, legal or jurisprudential developments, or when setting up new services. These General Conditions will be signed by the family upon signing the registration form.

Contents

1. Object.....	2
2. Definitions.....	2
3. Service Description	3
4. Registration and linking procedure.....	3
5. Agreement	4
6. Commitments	4
7. Guarantees.....	5
8. Rates in euros in force (exempt from VAT).....	5
9. Methods of payment	5
10. Cancellation and Refunds	6
11. Limitation of Liability	6
12. Child Insurance.....	7
13. Intellectual Property Rights	7
14. Data protection.....	7
15. Force majeure	8
16. Legal matters	8
Appendix 1: What you have to do to accommodate the foreign child / adolescent:	9
Appendix 2: What you have to do to send your child / adolescent abroad:	10

1. Object

The purpose of these General Conditions is to present the activity and the services offered by the association. The association wants to connect a family who wants to send their child to a foreign family and receive in return a child from the foreign family. The obligations of the association are to endeavour to make introductions and constitute obligations to make efforts. These cultural and linguistic exchanges are non-commercial. Moreover, the association does not organize school exchanges or exchanges for a group of children.

2. Definitions

In these General Conditions, the following definitions apply:

Registration form means all the documents that the family provides to the association which includes the signed registration form, the signed General Conditions of the association, two written attestations from a referee of the family, photos and payment by check and other items referred to in Articles 8 and 9.

Child means a minor child living at the place of residence of the legal person (s) who signed the registration form.

Family means the adult legal guardian(s) (over 18 years of age in France or who has attained majority according to the legislation in force in the country of residence) of the minor child (natural or adopted). The principal legal guardian(s) reside with the child. The family has completed the registration form and signed this document. It undertakes to provide any additional documents that may be requested. The family has paid the registration fee to the association and the administrative fees. The family has become a member of the association for a period of one year.

Registration form means the document completed by the family which contains all the information concerning the family, the child and the place of residence of the family where the child will be received. It also contains the motivations of the family and the child, the recommendations of the language teacher of the child and two written attestation from a referee of the family. This registration form constitutes a proposal for cultural and linguistic exchange.

Fees refer to expenses paid by the family for any connection with another foreign family. The application fee is refundable only if the association cannot find an exchange family. As soon as the family accepts the introduction, the application fees are no longer refundable.

Registration fees means fees for the filing of a registration form that allow the use of the services of the Association. These expenses incurred by the family for a child are non-refundable.

Introduction refers to the activity of the association, which is to bring together a family who wishes to send their child to a foreign family and receive in return a child from the foreign family so that the children can share their language and culture.

Referee referring to the family means a natural person who is close to the family and knows it sufficiently to certify in writing and who will sign the certificate in an honest and genuine manner.

3. Service Description

The association offers the introduction of two families who wish to organize a cultural and linguistic exchange for a child of each family designated by name in the registration form. This service is only to endeavour to make introductions, it is not an obligation to ensure any particular result but rather an obligation to make efforts. The latter is characterized by the obligation for the association to use all means necessary to allow the connection between two families wishing to send their child to a foreign family and to receive in return a child of the foreign family.

The association undertakes the following actions:

- Search for families
- Review of family registration forms and contacts
- Connecting Families
- Follow-up for information about the relationship between families

The association fulfils the role of making introductions that does not take into account all the following aspects, which are taken care of by both families for their children:

- Relationships between families and children
- Booking and purchase of transport tickets for the child
- Organization of the agreed return journey
- Physical organization of accommodation and catering
- Organization of trips and visits during the stay
- Agreements for authorization or non-authorization of hospitalization and surgical operations
- Obtaining insurance covering the risks related to this trip and this exchange
- Consequences of physical or material damage, offenses, accidents and deaths

This list is non-exhaustive and not limiting.

To better understand the obligations of each family interested in the exchange, the association invites you to refer to the appendices of these General Conditions:

- Appendix 1 "What you have to do to accommodate the foreign child / adolescent".
- Appendix 2 "What you have to do to send your child / adolescent abroad".

4. Registration and introducing procedure

Registration for the association is reserved exclusively for families as described in Article 2 "Definitions".

The registration is made after receipt by mail of the complete registration file including:

1. the registration form signed by the legal guardian containing the motivations of the family and the child, the recommendation of the language teacher of the child and the attestation of 2 referees of the family who can testify honestly and genuinely, accompanied by a photocopy of an identity document (identity card or passport),
2. the General Conditions of the association signed by the legal guardian,
3. photos of the family, the child and the place of residence,

4. The photocopy of the family record book, or particular court decision giving parental authority or any decision relating to the protection of minors (guardianship, curatorship),
5. payment by checks or transfers described in Articles 8 and 9.

Then the association studies the registration form, contacts the host family for further information. Where possible, a meeting between the association and the family is organized at the home of the association. The association reserves the right to approve the registration file in a discretionary manner.

Then the association searches for a family that can respond to the characteristics of the demands of each family. Then it transmits the contact details so that the families will contact each other directly by e-mail, telephone and when possible they meet physically. Families agree on the terms and conditions of the exchange.

5. Agreement

The completed and signed registration form is considered as a proposal for exchange of the family which means its willingness to use the services of the association. Acceptance of the General Conditions by the signature of the family constitutes acceptance of all the operating procedures of the association. The family hereby authorizes the use and transmission of its identity, its contact details and photographs to the family with which it is to be connected.

6. Commitments

Registration must be made in the name of the family of the child participating in the linguistic and cultural exchange. The family is responsible for the complete and accurate preparation of the registration form. In addition, it undertakes to provide the association with all other information necessary for the smooth running of the exchange concerning the child, the family and the place of residence.

It undertakes to provide accurate and up-to-date information at the time of registration. In case of change, it must inform the association by the following means: mail or email. The family undertakes to accurately, honestly and precisely describe the family (including family status), the child and the dwelling, to answer all the questions put to the family, and to provide any other information and photographs without giving false, erroneous information or omit other information necessary for the completion of the exchange.

The family undertakes to make every effort to ensure that the exchange is a success for the child, for example by establishing a program of activities and visits and carrying them out. Families also take care of the organization of stays, particularly in terms of the management of children's individual outings and other activities depending on the age and maturity of the children.

The family undertakes to respect the laws in force in its country of residence, the General Conditions of the association, the laws of the intellectual property and privacy relating to the other family and the association.

The family undertakes not to disclose any information provided on the other family, such as names, mailing addresses, electronic, telephone numbers, health information, personal data, photographs.

7. Assurances

The association offers an introductions service and as such provides assistance for families to successfully organize exchanges for their children under the age of 18 years (without being obliged to produce results).

The association chooses as a priority families in its local and overseas network. In addition, it has signed a non-exclusive partnership agreement with foreign partners.

The measures put in place to check the seriousness and the capacity of the family to welcome a child are the following written responses included in the registration form:

- Written statement of the legal guardian
- Written statement of the child
- A written recommendation from the language teacher of the child
- Two written certificates of 2 persons close to the family, accompanied by a photocopy of a piece of identity (identity card or passport)
- A photocopy of the family record book, or the court decision giving parental authority or any decision related to the protection of minors (guardianship, curatorship)
- The signing of the General Conditions of the association

In addition, the association conducts telephone interviews with families and, as far as possible, visits families at their place of residence.

On the other hand, the association does not guarantee the quality of relations between families and children, the quality of the physical conditions of the exchange and generally the success of the latter.

8. Rates in euros in force (exempt from VAT)

To be able to benefit from this service for a child, the costs are 400 € for one year from the time of registration:

- The membership fee of 80 € is paid upon registration and taken immediately (non-refundable).
- The application fee of 320 € is collected at the time of the connection of the families

In case we cannot find a family, the administration fee of 320 € will be refunded by check or bank transfer.

9. Methods of payment

Payment by 2 checks to the order of the association and provided at registration or 2 bank transfers (bank account details communicated on request).

- 1st payment of 80 € taken immediately upon registration to the association and non-refundable.
- 2nd payment of 320 € taken during the connection between the families.

10. Cancellation and Refunds

Exceptionally, the association allows you to exercise a right of withdrawal, which is 7 days from the signing of the registration form, without having to justify reasons.

If a family cancels the exchange after transmission of the contact details, the association will try to find a replacement family for the other family. The association will reimburse the application fee if it cannot find a replacement family. However, the family responsible for the cancellation will not be entitled to any refund.

If one of the families decides to cancel the reception of the child of the other family after his own child has been welcomed by this family, the family that cancels will be obliged to pay a contribution of 1500 € so that the association finds a replacement family. No compensation may be claimed from the association by a family who considers that they have suffered damage or prejudice as a result of the cancellation of their child's exchange. This family will have to deal with its claims by acting directly, if it wishes, against the family with which it has been put in contact.

The association will try its hardest to take into account the exchange dates proposed in the registration form by the family but they cannot be considered as a basis for cancellation.

11. Limitation of Liability

The association works reasonably to verify the information provided by the family by reviewing the registration file and conducting a telephone interview with the family.

It is not possible for the association to visit each family and inspect each family's dwelling place. As far as possible, visits may be organized.

The association is not responsible for the actions of the host family. The association is only responsible for the introduction and is not responsible for the integrity, the veracity and the accuracy of the contents of the registration forms. Its role is strictly limited to introducing families and excludes all responsibility in the case where the host family is not suitable for the child.

Moreover, the association cannot be held responsible for the safety of the children, the consequences of their actions and the progress of their stay in the family.

The association reiterates that the child must respect the laws in force in the foreign country, in particular regarding behaviour, driving, alcohol, tobacco, clothing, legal age of entry into private and public establishments.

The family using the association's services is individually responsible for making an agreement between the families concerning:

- Relationships between families and children
- Booking and purchase of transport tickets for the child
- Physical organization of the accommodation and catering
- Organization of the agreed return journey
- Organization of trips and visits during the stay

- Agreements for authorization or non-authorization of hospitalization and surgical operations
- Obtaining insurance covering the risks related to this trip and this exchange
- Consequences of physical or material damage, offenses, accidents and deaths

This list is non-exhaustive and not limiting.

The association will not be responsible for the items to be borne by the families, particularly the child's trip or what happens to the child during the exchange. It is therefore strongly recommended to create a relationship with the other family using all the available means: telephone, email or physical meeting.

The site of the association or emails may contain hypertext links directing to other sites or advertisers. The association is not responsible for the content and products available on these sites or their intermediaries, nor for any damage that may be caused to their users.

12. Child Insurance

The purchase of personal insurance by each family for each child from an authorized body is essential in order to cover the transport and stay of the child in the event of medical expenses, medical repatriation, loss or theft of personal effects or any other type of incident that may occur during the child's travel and stay in the family. Obtaining this insurance will be the responsibility of each family.

13. Intellectual Property Rights

Under the provisions of the Intellectual Property Code relating to copyright, all data of any kind, including text, questionnaires, logos, icons, images, photographs, audio or video clips, trademarks and computer programs on the site and in all documents that are communicated to the family are protected. Copyright, trademark law and all other intellectual property rights belong to the association. By accepting these General Conditions, the family shall not modify, publish, transmit, communicate, sell and in any case exploit the entire or partial content of this site.

The family can only store in a computer all or part of this site for personal non-commercial purposes.

All the content of the site of the association is subject to the French laws on the rights of authors.

14. Data protection

Information, documents or photographs provided by the family are personal data. By providing this information, the family accepts in the strict context of the introduction service that the association uses this data.

Personal data relating to the family, collected via the forms, and any future information, are intended solely for the exclusive use of the association in the context of introducing families and shall not be communicated or assigned to third parties, other than their partners.

In accordance with the provisions of the Act of 6 January 1978, the family can access its data in order to modify, correct and delete them. In order to exercise this right, the family will

send a postal or electronic mail to the contact details listed in the heading of this document. According to the recommendations of the CNIL (National Data Protection Commission), the association does not keep data and information concerning the family from one year after signing the registration form.

The family agrees not to modify, copy, reproduce, download, circulate, transfer, commercially exploit and / or distribute in any form whatsoever the information about other families.

15. Force majeure

The responsibility of the association or the families can never be sought if the performance of the service is delayed or prevented due to a case of force majeure or an unexpected event by the other family, a third party or external causes such as social conflicts, civil or military intervention, natural disasters, fires, water damage, malfunctioning or interruption of the telecommunications or electrical service - this list is non-exhaustive and not limiting.

Force majeure means any event outside the association that is unpredictable, unavoidable and insurmountable, which prevents the association or the families from performing all or part of the commitments set out in this document.

In all cases, the association or the prevented family shall do all that is in its power to limit the duration and effects of the unexpected event, force majeure or external cause.

16. Legal matters

Should one of the provisions of these conditions be deemed to be null and void by virtue of a present or future legal or regulatory provision or a judicial decision which has the force of res judicata and issued by a court or other competent body, the provision of the contract shall be deemed to be deleted, and all other provisions hereof shall remain binding between the parties.

In case of dispute, only the French version of these General Conditions shall prevail for its interpretation.

These conditions are governed by French law both for the substantive rules and for the rules of form.

Any dispute arising out of the execution or interpretation of the provisions of this document shall oblige the parties to come together and try to find an amicable solution to their dispute before submitting their case to the competent court which is the Court of First Instance of Melun.

Date: _____

Name and first name of the signatory legal guardian: _____

Signature preceded by the handwritten statement "Read and approved":

Appendix 1: What you have to do to accommodate the foreign child / adolescent:

- You get in contact with the other family as soon as the association gives you their contact information in order to get to know each other.
- You encourage your child / adolescent to get to know the other child / adolescent using any means of communication (e-mail, telephone ...).
- You define with the other family the exact dates of the stay of each child / adolescent (from the date of arrival until the date of departure).
- We advise you for an initial exchange to limit the stay to 10 days in each family.
- Keep the foreign family informed of which family members will be present to greet the foreign child / teenager at his place of arrival (station, airport, etc.). And you will do the same for the return of the foreign child / adolescent.
- You can propose a schedule of activities and outings for children / adolescents that can be adapted, for example:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Playtime		Playtime		Outing	Playtime	Walk
Walk	Outing	Pool	Museum	Sports	Amusement Park	Visit family or friends
Video		Cinema			Restaurant	

- You pay for the activities / outings you offer to the foreign child / adolescent. If a sports or cultural training course is envisaged, we advise you to obtain the agreement of the other family and to make take charge of the training course.
- We advise you to send photographs of the children / adolescents during the activities in order to reassure the other family of the smooth progress of the stay.
- Remind your child of rules of good behaviour, and rules of good conduct towards a foreign host.
- You receive the foreign child / adolescent as a member of your own family.
- Inform the other family of the rules you apply, especially for teenagers, such as for night-time outings (permission to go out in the evening to go to the movies, to meet friends, etc.)
- We suggest that you write a list of the family's operating rules (safety, schedules, food, storage, etc.) that you apply at home.
- Ensure the safety of children / adolescents in activities and outings.
- You provide a comfortable bed in a single room or in your room of your child / adolescent.
- You monitor that the child / adolescent is eating three meals a day (breakfast, lunch and dinner) and, if necessary, following the instructions for his / her diet.
- If necessary, monitor the medical conditions and treatments according to the instructions given by the other family.

Appendix 2: What you have to do to send your child / adolescent abroad:

- You get in contact with the other family as soon as the association informs you
Contact details to get to know each other.
- You encourage your child / adolescent to get to know the other child / teenager using any means of communication (email, phone ...).
- You define with the other family the exact dates of the stay of each child / adolescent (from the date of arrival until the date of departure).
- We advise you for a first exchange to limit the stay to 10 days in each family.
- You book the transportation ticket and communicate to the other family the arrival and departure of your child / adolescent.
- You purchase personal insurance for your child from an authorized organization to cover the transportation and stay of the child in the event of medical expenses, medical repatriation, loss or theft of personal belongings and / or another type of incident that may occur during the journey and the stay.
- Ask the other family the names of the family members who will be present to welcome your child / teenager to his place of arrival (station, airport, ...). And you will do the same for the return of your child / teenager.
- Remember the rules of good behaviour, the rules of good conduct used in the foreign country (in this respect, we advise you to read with your child / adolescent a book about the customs and habits of the country visited) and respect for the host family.
- You help your child / adolescent pack their luggage by ensuring enough clothes based on length of stay and ensuring seasonally and climate-friendly clothing.
- You give your child / adolescent the necessary pocket money to cover personal expenses and inform him / her of the current exchange rate.
- You give your child gifts typical of your country to offer to members of the other family (food, cultural, ...) according to the regulations of customs and transport companies.
- On arrival and during the first two days, be in contact by phone to check he / she is okay.
- After the first two days, we advise you not to call your child too regularly so as to not emphasise that he /she is far away from you. Invite him / her to call you him/herself or to write by email.
- You inform the host family of any medical information needed for the stay of your child: allergies, health problems, medical, dental equipment, eyewear, contact lenses, dentures, etc.
- You inform the host family of the specific diet of your child, if any.
- Shortly before departure, you record all information about your child (travel, medical care, etc.) on a single written document that you send to family or put in the child's suitcase. This is the best way to avoid oversights!