

## **Terms and Conditions**

Non-profit making organisation as decreed by the Law of July 1 1901:

Kinder Exchange – 43 boulevard Magenta, 77300 Fontainebleau-FRANCE

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Website : <http://www.kinderexchange.org/>

**The present Terms and Conditions takes precedence over all other commitments.**

**The Association has for object the opportunity to facilitate the cultural and linguistic exchange for children of different nationalities by a log-on of the families.**

**The inscription of your family as described under Article implies the acceptance without reserve of the present Terms and Conditions of the functioning of the Association formalised in this document and accessible on the site of the Association. The Association reserves the right to modify, add to or suppress the terms of these conditions by reason of technical, legal or legal precedential evolutions or the setting up of new services. The present Terms and Conditions will be signed by the family at the moment of the signature of the registration form.**

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## 1. Objects

The object of these Terms and Conditions is to present the activity and services proposed by the Association. The aim of the Association is to establish the contacts for a family who wishes to send its child to a foreign family and receive in return a child of the foreign family. The obligations of the Association are the missions of the contacts and constitutes the obligations of means. These cultural and linguistic exchanges are non-commercial. In addition, the Association does not organise scholastic exchanges nor exchanges for groups of children.

## 2. Definitions

In these Terms and Conditions, the following definitions apply :

**Contacts** designates the activity of the Association which is to establish a relation for a family who wishes to send its child to a foreign family and receive in return a child of the foreign family with the object that the children exchange their language and culture.

**Family** designates the adult legal responsables (aged 18 years or more in France or having attained the majority in their country of residence) of the under age child (legitimate or adopted). The adult legal responsible(s) reside with the child. The family has completed the application form and has signed it together with the present document. The family guarantees to supply all the additional documents eventually requested. It has also fully paid the inscription and administrative fees to the Association by which it becomes a member of the Association for one year.

**Child** designates an under age child residing in the domicile of the legal responsables who has signed the application form.

**Referent of the family** designates a physical person who is close to the family and who knows it sufficiently to attest by writing and who will be able to sign the attestation in a reliable and sincere manner.

**Application form** designates the document completed by the family which has all the information relative to the family, the child and the place of residence of the family where the child to be received will be lodged. It means the form which the family fills by downloading it and filling it and sending it to Association office by e-mail or mail.

**Registration Fees** means the one-off charge which enables the family to use the Services for each registered child until that child reaches 18 years of age. These fees engaged by the family are not reimbursable.

**The registration file** designates the complete file of documents furnished by the family and which include the inscription sheet duly signed, together with a copy of the Terms and Conditions duly signed, an extract of the birth certificate, the photos and the payment by cheque or bank transfer as described in Articles 8 and 9.

### **3. Supply of services**

The Association provide an introduction service between families who wish to organise non-commercial linguistic and cultural exchanges for their children. This mission is one of intermediate and does not constitute an obligation of result but only constitutes for the Association that of means. The latter is characterised by the obligation for the Association to use all the means necessary to permit the link between the two families wishing to send their child to a foreign family and to receive in return a child from the foreign family.

The Association shall only propose families whose references have been checked and verified by the Association or sister company.

The Association cannot take or accept any responsibility should the family be unhappy with their child's experience with any services supplied by a third party to whom The Association has introduced the family

The Association shall use all reasonable endeavours to meet any dates specified in the Registration Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

The Association shall on reasonable notice being given to the family, have the right to make any changes to the services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services.

The Association warrants to the family that the services will be provided using reasonable care and skill.

This list is non-exhaustive and unlimited.

To be able to better understand the obligations of each family interested by the exchange, the Association invites you to refer to the annexes of the present General Conditions.

- Annexe 1 « What you have to do to accommodate the child/foreign adolescent »
- Annexe 2 « What you have to do to send your child/adolescent abroad.

### **4. The inscription is registered after reception by e-mail of the complete inscription file containing :**

1. The inscription sheet signed by the legal responsible containing the motivations of the family and the child, the recommendation of the language teacher of the child, and the attestation by the family referent enabling to witness in a reliable and sincere manner, together with a photocopy of an identity document (identity card or passport).
2. The General Conditions of the Association signed by the legal responsible.
3. Photos of the family, the child and the domicile.
4. Photocopy of the birth certificate or special cases of the legal decision giving parental authority or any decision linked to the protection of minors (guardianship, trusteeship)
5. A photocopy of the child's birth certificate or, in special cases a copy of the court decision giving parental authority to the undersigned regarding any decision related to the protection of minors (guardianship, curatorship, etc.)
6. The payment by bank transfer as described in articles 8 & 9.

The Association will then study the inscription sheet, contact the welcoming family to obtain any complimentary information. Whenever possible, a meeting between the Association and

the family will be organised at the domicile of the latter. The Association reserves the right to choose the inscription file in a discretionary manner.

The Association will then proceed with the research for a family susceptible of replying to the characteristics of each family. On completion, the Association will transmit the details to each family to enable them to contact each other directly by email, telephone or wherever possible to meet physically. The families will then agree to the modalities of the linguistic exchange.

## **5. Agreement**

The completed and signed inscription sheet is considered as a proposal of exchange of the family who notifies thus its desire to use the services of the Association. The acceptance of the General Conditions by the signatory of the family is valid for acceptance of all the functional modalities of the Association. The family authorises by the present, the use and the transmission of its identity, its coordinates and the photographs to the family with which it will be put in touch.

## **6. Commitments**

The inscription must be in the name of the family of the under-age child participating in the linguistic and cultural exchange. The family is responsible for the complete and precise compilation of the inscription sheet. In addition, it accepts to supply the Association with all other necessary information for the proper functioning of the exchange concerning the child, the family and the place of residence.

It agrees to furnish reliable and up-to-date information as of the date of the inscription. In case of change, it must inform the Association by mail or e-mail. It agrees to describe with exactitude, honesty and precision the family (including the family situation) its child and its residence, to reply to all the questions put to it and to supply all other information necessary for the realisation of the exchange.

The family undertakes to make every effort in order for the linguistic exchange to be a success for the child, for example in establishing and completing a programme of activities and visits. On top of this, the families undertake to carry out the organisation of trips notably in management of the individual excursions of the children and any other activity according to the age and maturity of the latter.

It also agrees to respect the laws in place in its country, the General Conditions of the Association, the laws governing the intellectual property relative to the other family and the Association.

It also agrees not to divulge any information supplied on the other family such as the names, postal and electronic addresses, telephone numbers, health and personal information and photographs.

## **7. Guarantees**

The Association proposes a service of log-on and in this respect brings guarantees in order that the families can successfully organise the linguistic trips for their children under 18 years old, without an obligation of result.

The Association chooses in priority the families in its field of contacts near and far. On top of this, the Association has signed a non-exclusive partnership convention with foreign partners.

The guarantees in place to check the seriousness and capacity of the family welcoming a child are the product of written facts inscribed on the inscription sheets :

- A motivated written document by the legal representative.
- A motivated written document by the child.
  - A written recommendation by the language teacher of the child.
  - A written attestation by 2 people close to the family but not relatives, accompanied by a photocopy of the driving licence or an identity document (identity card or passeport).
  - Photocopy of the birth certificate or special cases of the legal decision giving parental authority or any decision linked to the protection of minors (guardianship, curatorship...)
  - Signature of the General Conditions of the Association.

On top of this, the Association will proceed with a video interview of the families and where possible, visit the families at their domicile. However, the Association will not give any guarantees as to the quality of the relationship between the families and the children, the quality of the material conditions of the trips and in a general manner to the success of the latter.

## **8. Current tariffs in euros (exonerated from TVA)**

In order to be able to benefit for this service for a child, the costs are 500 € or one year as from the inscription date.

- The inscription costs to the Association of 80€ are due and payable at the time of inscription and encashable immediately (non-reimbursable).
- The file costs of 420€ are encashable at the time of the log-on of the families. In the case where the Association does not find a family, the file costs of 420€ will be reimbursed by bank transfer.

## **9. Method of payment**

Payment is by transfer bank to the order of the Kinder Exchange Association at the time of inscription or two bank transfers (bank identity statement furnished on request or available directly on kinder Exchange website).

1st payment of 80€ encashable immediately at the time of inscription and non-reimbursable  
2nd payment of 420€ and encashable at the time of the log-on of the families.

## **10. Cancellation and reimbursement**

As an exceptional measure, the Association permits you to withdraw from the inscription for a period of seven days as from the date of signature of the inscription sheet without any justification.

If a family cancels the exchange after transmission of all the details, the Association will try to find a replacement family for the other family. The Association will reimburse the file costs if no replacement family can be found. However the family responsible for the cancellation will have no right to any reimbursement.

If one of the families decides to cancel the arrival of the child of the other family after the arrival of the other child, the family which cancels will be obliged to pay a contribution of 1500 € in order for the Association to be able to find another family. No indemnity can be claimed to the Association by a family which esteems to have suffered damages or a prejudice due to the cancellation of the arrival of its child. This family will have to make its own business of the complaint, if it so wishes, directly with the other family.

## **11. Responsibility limits**

The Association devotes itself reasonably to verify the information supplied by the family by studying the inscription file and in proceeding with a telephone interview of the family.

It is not possible for the Association to visit each family and to verify the domicile of the families. Wherever possible, visits will be organised.

The Association is not responsible for the actions of the welcoming family. The Association is only responsible for the log-on and is not responsible for the integrity, truth and the exactitude of the contents of the inscription sheets. Its role is strictly limited to introducing families and excludes all responsibility in the case where the welcoming family does not suit the child.

Moreover, the Association cannot be held responsible for the security of the children, nor their acts as well as the monitoring of their stay with the family.

The Association underlines that the child must respect the laws in force in the foreign country notably in relation to behaviour, conduct, alcohol, tobacco, manner of clothing and respect of the legal age for entering public and private establishments.

The family, user of the services of the Association, assumes individually the responsibility of the implementation of an agreement between the families concerned concerning :

- Relations between the families and the children
- Reservation and purchase of tickets for transport for the child
- Organisation of the place of residence and of the catering
- Organisation of the initial return trip
- Organisation of the outings and visits during the trip
- Agreements of autorisation or non-autorisation for hospitalisation and surgical operations
- Subscription for an insurance covering the risks linked to this trip and the exchange
- Consequences of physical or material damage, breach of law, accidents or death

without this list being exhaustive or limited. The Association will not be responsible for elements incumbering the families, notably the voyage of the child or what may happen to the child during the exchange. It is therefore strongly advised to create a relationship with the other family using all possible methods : telephone, email or physical encounters. The site of the Association or the Emails can contain hypertext links with other sites or announcers. The Association is not responsible for the contents or available products on these sites or their intermediaries, nor the eventual damages that could be caused by their users.

## **12. Insurance of the child**

The subscription of a personal insurance for each child of each family with a recognised organisation is indispensable for covering the trip and stay of the child in the eventuality of medical expenses, the medical repatriation, the loss or theft of personal affairs or any other type of incident which may happen during the voyage or the stay of the child with the family. The subscription of this insurance will be for the charge of each family.

## **13. Right of intellectual property**

Under the clauses of the Intellectual Property code concerning authors' rights, all the information of whatever nature, and notably the texts, logos, icons, images, photographs, audio or video clips, computer brands and programmes featured by the site and included in all the documents supplied to the family, are protected. Authors' rights, brand rights and all other rights of intellectual property belong to the Association. In accepting these General Conditions, the family is forbidden to modify, publish, transmit, communicate, sell and in all cases to exploit the whole or partial contents of this site.

The family cannot memorise on a computer all or any part of this site other than for personal and non- commercial reasons.

## **14. Data protection**

Information, documents or photographs supplied by the family constitute personal data. In supplying this information, the family accepts in the strict frame of the log-on that the Association uses this data.

The personal data relative to the family, gathered by the intermediary of the forms, and all other future information, is only destined for the exclusive use of the Association in the frame of the log-on of the families and cannot be communicated or ceded to third parties, other than to its partners.

In conformity with the dispositions of the Law of January 6 1978, the family can access its own data in order to modify, correct and to suppress. In order to be able to exercise this right, the family addresses by postal or electronic mail to the coordinates which figure on the heading of the present document. In accordance with recommendations of the CNIL (Commission Nationale Informatique et Libertés), the Association cannot conserve the data and information concerning the family more than one year after the date of signature of the inscription sheet.

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

### **15. Force majeure**

The responsibility of the Association or the families can never be investigated if the execution of the service is delayed or prevented by reason of a case of force majeure or an act of God, by the fault of the other family, a third party or external causes such as social conflicts, the intervention of civil or military authorities, natural catastrophes, fire, water damage, the non-functioning or interruption of the telephone or electric network – this list is not exhaustive.

Force majeure is extended to all events external to the Association, presenting a character at the same time unpredictable, uncontrollable and insurmountable which would hinder the Association of the families to carry out all or part of the undertakings set out in the present document.

In every case, the Association or the obstructed family should do everything in their power to limit the period and the effects of the fortuitous event, the force majeure or the external cause.

### **16. Legal**

In the hypothesis that one of the dispositions of the present conditions would be considered invalid by a legal or regulatory disposition, present or future, or a legal decision awarded by an authority judging the matter and issue of a jurisdiction or a competent organisation, the disposition of the contract would be considered as non-written, all the other dispositions of the present conditions conserving their obligatory force between the parties.

In the case of dispute, only the French language version of the present General Conditions is considered valid in its interpretation.

The present conditions are governed by French law in depth and in form.

Any difference arising from the execution or the interpretation of the dispositions of the present document obliges the parties to reconcile and try and find an amiable solution to their dispute, before referring the dispute to the competent jurisdiction, which is the Tribunal of Grande Instance of Melun.

Date.....

Name and first name of the legal representative signing : .....

**Signature to be preceded by the handwritten mention « read and approved »**



## **17. Annexe 1 : Information sheet « What you have to do to accomodate the child/Foreign adolescent**

- Once the Association has communicated to you the details of the other family, in order to get to know them, you start a contact with them
- You encourage your child/adolescent to make contact with the other child/adolescent using all means of communication (email, telephone....)
- You define with the other family the exact dates of the trip of each child/adolescent (from the date of arrival to the date of departure) during the scolastic year.
- We advise you, in the case of a first exchange to limit the trip to 10 days with each family.
- You inform the other family the members of the family who will be present to greet the child/adolescent at the place of arrival (railway station, aeroport,...) And you do the same for the departure of the foreign child/adolescent.
- You can propose a provisional calendar of activities at excursions for the children/adolescents
- You bear the costs concerning the various activities and excursions that you propose to the foreign child/adolescent. If an sportive or cultural exchange is envisaged, we advise you to obtain the agreement of the other family for them to bear the costs.
- We advise you to send to send photographs of the children/adolescents during their stay of the various activities in order to reassure the other family of the good course of the exchange.
- You should remind your child the rules of good conduct vis-à-vis his foreign guest.
- You should receive the child/adolescent as member of your own family.
- You inform the other family of the rules that you apply in your home especially for the adolescents in connection with nocturnal sorties (permission to go out in the evenings to go to the cinema, meet with friends, etc....)
- We advise you to establish a list of the rules of functionment of the family (security, hours, food, tidiness, etc....)
- You should ensure the security of the children/adolescents in the various activities and excursions.
- You should ensure a comfortable bed in a single room or sharing with your child/adolescent.
- You should ensure that the child/adolescent eats correctly three meals by day (breakfast, lunch and dinner) as necessary and as defined by his particular regime.
- If needed, you should survey the medical treatment as indicated by the other family.

## **Annexe 2 : Information sheet « What you have to do to send your child/adolescent abroad.**

- Once the Association has communicated to you the details of the other family, in order to get to know them, you start a contact with them
- You encourage your child/adolescent to make contact with the other child/adolescent using all means of communication (email, telephone....)
- You should define with the other family the exact dates of the trip of each child
- You define with the other family the exact dates of the trip of each child/adolescent (from the date of arrival to the date of departure) during the scholastic year
- We advise you, in the case of a first exchange to limit the trip to 10 days with each family
- You should reserve his ticket and communicate to the other family the time of arrival and departure of your child/adolescent.
- You should subscribe a personal insurance for your child with an specialised organisation to cover the transport and stay of your child especially in the eventuality of medical costs, medical repatriation, loss or theft of personal affairs and any other type of incident that could arrive during the stay.
- You inform the other family the members of the family who will be present to greet the child/adolescent at the place of arrival (railway station, airport,...) And you do the same for the departure of the foreign child/adolescent.
- You should remind your child the rules of good conduct in use in the foreign country ( on this subject, we advise you to read with your child/adolescent a book on the habits and customs of the country concerned) and the respect due to the welcoming family.
- You should assist your child to do his case and foresee enough clothes for the length of the stay and the type of clothing for the climate and season.
- You should give your child/adolescent enough pocket money to assure his personal costs and also the rate of exchange in force.
- You should give your child presents typical of your country to offer the members of the other family (food, cultural,...) and in conformity with the customs regulations and the transport companies.
- On his arrival and during the first two days, ensure that he is all right by telephone.
- After the first two days, we would advise that you do not call your child too often to remind him that he is far from you, but encourage him to call himself or write to you by email.
- Inform the other family of all the medical information necessary for the stay : allergies, health problems, medical treatment, dental appliances, glasses, contact lenses, prothesis, etc....)
- You should inform the other family of special diets for your child, if this is the case.
- Just before the departure, commit all the necessary information to paper (trip, medical, precautions, etc....) that you should send to the other family or in your child's case.