



Retracting a contract of self-schooling

Par Visiteur

Bonjour,

I signed on Tuesday 07 December to a self-schooling contract.

After re-reading the contract last night, and notably after having seen that they demanded fees of 250 euros for the transfer of the file (fees they did not want to justify), I wanted to retract knowing that I had not taken any course.

The next day I went to the self-schooling center to let them know of my wish and by relying on the legal delay of 7 days for retraction, I wanted it settled amicably. They refused and informed me that in all cases they would debit the checks they had made.

I therefore want to know today what my rights are in order to get my money back and retract.
De plus ils ont refusés de me rendre mon dossier sous pretexte qu'il était déjà à la prefecture.

On my contract it is noted:

Resiliation: "Dès la signature du contrat dont les 2 parties auront pris connaissance à l'inscription, en cas de résiliation de celui-ci à l'initiative de l'élève ou de l'établissement aucun remboursement ne sera effectué sauf en cas de force majeure sur justificatif".

Do I have a chance of winning if I bring a lawsuit? Is the clause of resiliation abusive?
Can I sue on other points?

Thank you in advance for your precious help

Par Visiteur

Bonjour Madame

The 7 day withdrawal period is not applicable in your case as it only applies for distance sales or door-to-door sales at fairs. In these cases there is no withdrawal period.

In addition your contract is very clear on the subject and this clause is not abusive. From this fact you can break the contract but you will not be reimbursed.

Cordialement

Par Visiteur

Thank you for your quick response.

Could you please explain more precisely why article L.121-20 of the Consumer Code cannot apply in this case?

Thank you. It is true that it is difficult to do anything when you are faced with people who have a bad will and who give you even a large sum of money...

Par Visiteur

Madame

Excuse me but for what reason do you think this article is applicable?

Article L.121-20 of the Consumer Code refers to contracts for financial services?

Very cordially