

## **GENERAL TERMS AND CONDITIONS OF SALE OF ESSEC EXECUTIVE EDUCATION**

ESSEC reserves the right to modify or update its General Terms and Conditions of Sale at any time. The General Terms and Conditions applicable on the day of the order can be consulted on the site [www.essec.edu](http://www.essec.edu).

### **DEFINITIONS**

"ESSEC" refers to the ESSEC Group Association acting in the context of its continuous training activity under the name of ESSEC Executive Education.

"Client" refers to ESSEC's contracting party, the person participating in training and the company financing the training.

"Training agreement" refers to the contract under private law signed by each of the parties involved in the training: ESSEC, the person participating in the training and his/her company or organisation financing the training.

"Training contract" refers to the contract under private law signed by ESSEC and the person participating in the training, who finances the training himself/herself.

### **PURPOSE AND SCOPE OF APPLICATION**

Any inter-company continuous training order implies unconditional acceptance by the Client and his/her full adherence to these General Terms and Conditions of Sale, which prevail over any other document of the Client, and, in particular, over all general terms and conditions of purchase.

### **CONTRACTUAL DOCUMENTS**

ESSEC will send the Client a continuous vocational training contract or agreement drawn up under Articles L6353-1 and L6353-2 of the French Labour Code. The Client agrees to return a signed and stamped copy to ESSEC as soon as possible.

A certificate of attendance may be sent to the Client on request.

### **ENROLMENT DEADLINES**

Once the start date for a training programme has passed, any new applicant can enrol for the next start date. Validation of enrolment in training guaranteeing a place in the class is effective on receipt of the order form (or enrolment sheet for short training programmes) duly completed and signed.

### **DEFERMENT CONDITIONS**

If the number of participants in a training programme is deemed insufficient for teaching reasons, ESSEC reserves the right to postpone this training programme without formality or penalty one week at the latest before the planned start date.

If the Client wishes to defer his/her enrolment, he/she must inform the careers advisor in order to agree on conceivable ways of doing this. Any payment made by the Client to ESSEC will not be reimbursed.

### **WITHDRAWAL PERIOD**

The Client has a withdrawal period of ten days from the date of signing the training contract. If he/she wishes to withdraw, the Client must inform ESSEC by registered letter with acknowledgement of receipt.

In this case, the Client will not be required to pay. However, if the Client has participated in a certain number of days of the training programme, the amount for these days, calculated pro rata of the entire programme, will be due by the Client.

### **PRICES AND PAYMENT**

All our prices are given in euros and exclude taxes. VAT at the current rate must be added. Any taxes, customs or import duties, as well as any bank costs incurred by the payment method chosen by the Client will be payable by the latter.

During study tours, the costs of travel and meals (except in particular cases) are not included in the cost of the training.

In the event of late payment, ESSEC may refuse access to training or to any e-learning module, without excluding any other course of action.

The programme certificate or diploma will only be awarded after full payment for the training.

If a change is made to the terms of financing the training, an amendment to the training contract will be drawn up.

### **PAYMENT BY AN OPCA**

If payment is being made by the OPCA (accredited body for collection of funding for training) to which the Client belongs, it is the Client's responsibility to request the OPCA to make the payment before the start of training. The financing agreement must be sent to ESSEC at the time of enrolment and must be specified on the copy of the agreement that the Client returns duly signed to ESSEC. If the OPCA is paying part of the cost, the difference will be billed directly by ESSEC to the Client. If the agreement for payment by the OPCA is not received by ESSEC by the first day of training, ESSEC reserves the right to bill the Client for the full amount of the training costs.

### **FINANCIAL CONDITIONS STIPULATED IN THE EVENT OF EARLY TERMINATION OR DROPPING OUT OF TRAINING**

- If the Client terminates the training contract or agreement for a reason other than that of a case of force majeure defined below, ESSEC reserves the right to bill the Customer under the following conditions:
  - Termination between 10 and 5 days before the start of the training, billed at 30% including VAT of the price of the training.
  - Termination less than 5 days before the start of the training, billed at 50% including VAT of the price of the training.
- Except in the event of a case of force majeure defined below, if the Client cancels, is absent or drops out during the training, ESSEC will directly bill the Client the full price of the service as a penalty.
- If the Client is prevented from participating in the training due to a case of force majeure defined below, the training contract or agreement will be terminated. In this case, only the services actually provided will be due pro rata of their value stipulated in the training contract or agreement.
- If the Client is absent and the days of absence are not paid for by the OPCA, ESSEC reserves the right to bill the Client directly for the days not paid for by the OPCA.
- If the client company goes into receivership or compulsory liquidation, the Client will pay the amount remaining due by the client company. The Client will also have the option of terminating the training.

### **CHANGES TO THE PROGRAMME**

With the aim of constantly improving its programmes, ESSEC reserves the right, at any time, to change the lecturer, the course, the schedule or to make any changes to the programme.

### **FORCE MAJEURE**

ESSEC cannot be held liable towards the Client for failure to perform its obligations due to a force majeure event. In addition to those usually recognised by the case law of the French courts and without this list being restrictive, the following are considered as cases of force majeure or fortuitous events: illness or accident of a consultant or training instructor, strikes or industrial conflicts within or outside of ESSEC, natural disasters, fires, failure to obtain visas, work authorisations or other permits, laws or regulations implemented subsequently, telecommunications failure, energy supply failure, failure of communications or transport of any type, or any circumstance beyond the reasonable control of ESSEC.

### **INTELLECTUAL PROPERTY**

ESSEC is the sole holder of the intellectual property rights for all of the training it offers its Clients. On this account, all educational content and media in any form whatsoever (paper, electronic, digital, verbal, etc.) used by ESSEC for training, remain the exclusive property of ESSEC. Therefore, they cannot be used, converted or reproduced without express authorisation on or outside of the Client's premises without ESSEC's express agreement. In particular, the Client must not use the content of training programmes to train other people and assumes liability on the basis of Articles L. 122-4 and L. 335-2 of the French Intellectual Property Code if found to be selling or communicating unauthorised content.

Any reproduction, representation, modification, publication, transfer, misrepresentation, in full or in part of the content of training programmes, including e-Learning module(s), as well as the databases that may be available on the ESSEC platform, is strictly forbidden, and this whatever the process and medium used.

In any case, ESSEC remains the owner of its tools, methods and know-how developed beforehand or at the time of performance of the services for the Client.

### **PERSONAL DATA PROCESSING**

The Client is informed that personal data concerning him/her, which are communicated to ESSEC under application and in the performance of the orders, are subject to automated processing pursuant to amended law no. 78-17 of 6 January 1978, known as the *Loi Informatique fichiers et libertés* (Data Protection Law), and to European Regulation (EU) 2016/679 of 27 April 2016 relating to protection of individuals with regard to personal data processing and the free circulation of these data. In this context, data may be communicated to the contractual partners of ESSEC for the needs of the said orders. ESSEC will ensure that the personal data concerned by the training contract are only hosted on the territory of the European Union or transferred outside of the European Union in compliance with the guarantees stipulated in the aforementioned legislation.

The Client is entitled to request access to the personal data concerning him/her, to request their correction or deletion and can object to them being processed. The Client can exercise these rights by sending an email to ESSEC's Data Protection Representative ([dpo@essec.fr](mailto:dpo@essec.fr)).

### **WAIVER**

The fact that ESSEC fails to avail itself of any of the clauses hereof at a given time, cannot be deemed as a waiver of availing itself of these same clauses subsequently.

### **LIABILITY**

ESSEC cannot under any circumstances be held liable for indirect and/or intangible loss (such as non-economic, financial or commercial loss, operating loss, loss of profit or turnover, loss of earnings, loss of clients or data, etc.). Unless stipulated to the contrary by law, the liability of ESSEC in the event of direct damage will be capped at the total amount excluding VAT of the training.

### **APPLICABLE LAW**

The General Terms and Conditions and all relations between ESSEC and its Clients are governed by French law.

### **POTENTIAL DISPUTES**

In the event of dispute and before referral to the courts, the Client may resort to a mediator on the list of the State Assessment and Monitoring Committee, available on the website [www.economie.gouv.fr/mediation-conso/saisir-mediateur](http://www.economie.gouv.fr/mediation-conso/saisir-mediateur), where its contact details are given.

If a dispute cannot be resolved amicably, the Pontoise court will have sole jurisdiction to settle the dispute.

Participants in ESSEC training can contact AFNOR Certification to report any failure to meet the requirements of the decree of 30 June 2015 by post, email or on AFNOR Pro Contact.