PRICES AND PAYMENT

If payment is being made by the OPCO (accredited body for collection of funding for training) to which the Client belongs, it is the Client’s responsibility to request the OPCO 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 OPCO is paying part of the cost, the difference will be billed directly by ESSEC to the Client. If the agreement for payment by the OPCO 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.
  - Termination less than 24 hours before the start of the training or on the same day will result in invoicing of 100% incl. VAT 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 participant’s illness or accident with medical evidence, natural disasters, fires, death of a relative attested by HR), 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 prevented from undertaking the training due to force majeure defined below, the Client cancels, or the client may be replaced up to 48 working hours before the start of the training on written request.
- If the Client is absent and the days of absence are not paid for by the OPCO, ESSEC reserves the right to bill the Client directly for the days not paid for by the OPCO.
- If the company client 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 law of the French courts and without this list being restrictive, the following are considered 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.

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