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.

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 the training and the company financing the training.

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

"Training contract" is 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 reserves the right to change a previous vocational training contract or agreement drawn up under Articles L6351-3 and L6352 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 only on presentation of the enrolment 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 formally or penalty one week at the latest before the planned start date. A refund of the sums already received may be made by simple email request accompanied by your bank details.

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 the Client 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.

In the event of financing by an indemnity, a down payment of up to 30% of the total amount is requested at the time of registration (50% for short training courses). During study tours, the costs of travel and meals (except in particular cases) are not included in the cost of the training.

The payment terms for invoices are 30 days for individuals and 60 days for companies, upon receipt of the invoice.

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 OPCPA
If payment is being made by the OPCPA (accredited body for collection of funding for training) to which the Client belongs, it is the Client’s responsibility to request the OPCPA 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 OPCPA is paying part of the cost, the difference will be billed directly by ESSEC to the Client. If the agreement for payment by the OPCPA 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 100% 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.

• 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 Client cancels, is absent or drops out during the training, ESSEC will directly bill the Client the full price of the training.

• If the Client is absent and the days of absence are not paid for by the OPCPA, ESSEC reserves the right to bill the Client directly for the days not paid for by the OPCPA.

• If the Client does not receive his invoicing, 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 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 owner 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, these cannot be used, copied or translated, without ESSEC’s 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.

Any case, ESSEC remains the owner of its rights, 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 in line with European Regulation (EU) 2016/679 dated 27 April 2016 regarding the protection of natural persons with regard to the processing of personal data and the French Data Protection Act (loi Informatique, fichiers et libertés) n°77-7 of January 6, 1978, as modified. The personal overzeasing data is the Managing Director of ESSEC (D D P @ e s s e c . e d u). As part of this processing, data may be communicated to the contractual partners of ESSEC for the needs of the order or the training. The data processed is absolutely necessary for the training contract by the Client is on hold on the territory of the European Union or transferred outside of the European Union in compliance with the guarantees stipulated in the aforementioned legislation. Data is retained for the duration of the contract and beyond to meet legal obligations. 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 may exercise these rights by sending an e-mail to the ESSEC Data Protection Representative (D P D @ e s s e c . e d u). If he or she considers that his or her rights to his or her own data are not respected, the client also has the right to lodge a complaint with the Commission Nationale de l’Informatique et des Libertés (CNIL).

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/savoir-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 APNOR Certification to report any failure to meet the requirements of the decree of 30 June 2015 by post, email or on APNOR Pro Contact.