

# GENERAL TERMS OF SALE FOR ONGOING PROFESSIONAL TRAINING

Declaration of activity registered under no. **82740057974**  
to the Prefect of the Auvergne-Rhône-Alpes Region.

## 1. PURPOSE AND SCOPE OF THE CONTRACT

1.1. The purpose of these General Terms of Sale (GTS) is to set out the conditions under which EIPM undertakes to sell a training service in the context of ongoing professional training.

1.2 They apply irrespective of the clauses contained in the customer's documents and in particular in its general terms of purchase.

1.3. For certain training courses, special terms and conditions of sale specify or supplement these GTS. The special terms and conditions of sale may appear following these GTS or on the quotation or order form, or may be sent to the customer together with one of these documents. In the event of any contradiction between the special terms and conditions of sale and these GTS, the provisions of the special terms and conditions of sale shall prevail.

1.4. In the event that any of the provisions of these GTS are declared null and void or unwritten, the other provisions will remain in full force and will be interpreted in such a way as to respect the original intention of the parties.

1.5. EIPM may amend these GTS at any time. The applicable GTS are those given to and accepted by the customer.

## 2. DEFINITIONS

- Inter-company training: training whose content is described in this catalogue carried out on our premises or those of our partners;
- In-company training: customised training carried out on behalf of a customer on the customer's site or other premises;
- Customer: legal or natural person who purchases the service;
- Learner: the natural person who benefits from the training.

## 3. REGISTRATION PROCESS

3.1. For corporate customers: registration is only valid on receipt of the agreement or order form, or the contract, signed and stamped by the company.

3.2. For individuals: enrolment is only valid on receipt of the signed training contract and a deposit of 30% of the course price. Payment of this deposit can only be demanded on expiry of the 10-day withdrawal period starting from the date on which the contract is signed.

3.3. Registration is recommended at least 2 weeks before the first session of the course. For late registrations, please contact EIPM by email at [info@eipm.org](mailto:info@eipm.org) or by telephone on +33 (0) 4 50 31 56 78.

3.4. For certified courses: enrolment is also subject to an admission decision by the selection board or the decision-making authority.

#### **4. RESPONSIBILITY**

4.1. Any enrolment in a training course implies compliance by the trainee with the internal regulations applicable to the premises concerned, which shall be brought to the trainee's attention.

4.2 It is the responsibility of the customer/learner to check that their personal and/or professional insurance covers them during their training.

#### **5. PRICES - INVOICING AND PAYMENT TERMS**

5.1. Prices are indicated on the order form and/or the agreement and/or the training contract. They are indicated exclusive of tax and are subject to the VAT rate in force.

5.2. The invoicing terms are specified on the order form and/or the agreement and/or the training contract.

5.3 Unless otherwise agreed, payment must be made within 30 days of the invoice date.

#### **6. PAYMENT BY A THIRD PARTY**

6.1. When the training is paid for by a third-party organisation (OPCA, etc.), it is the responsibility of the customer/learner:

- to make the request for the training's financing before the start of the training course and to ensure that this request is properly completed and paid for by the designated body;
- to state explicitly on the order form and/or the agreement and/or the training contract which third-party organisation will be invoiced, giving its precise identity and address.

6.2. If the application for the training's financing from the third-party organisation does not reach EIPM before the first day of the course, the full cost of the course will be invoiced to the customer. In the event of partial payment by a third-party organisation, the remainder will be invoiced to the customer.

6.3. In the event that the third-party organisation does not agree to pay the charge that would have been its responsibility as a result of absences, withdrawal or for any reason whatsoever, the customer is liable for the full price of the training, which is therefore invoiced to the customer.

#### **7. LATE PAYMENT PENALTIES AND SANCTIONS IN THE EVENT OF NON-PAYMENT**

7.1. Any sum not paid on the due date shall give rise to the payment by the customer of late payment penalties set at three times the legal interest rate in force. These penalties are payable ipso jure, without the need for a reminder, on the day following the due date for payment.

7.2. A flat-rate indemnity of 40 euros is payable for collection costs in the event of late payment, except in the case of private individuals.

## 8. NOTIFICATION AND CERTIFICATE OF ATTENDANCE

8.1. A notification letter indicating the exact location and times of the training course is sent to the customer. EIPM cannot be held responsible if the letter is not received by the recipients, particularly if the trainee is absent from the training course.

8.2. A certificate of attendance, drawn up in accordance with the attendance sheets, is sent to the customer and/or the learner after each training course.

## 9. CANCELLATION - POSTPONEMENT - EARLY TERMINATION - ABSENCES

All cancellations must be made in writing (by e-mail or post).

### 9.1. By the legal entity customer

- In the event of cancellation by the company between 30 and 15 working days before the start of the course, 50% of the cost of the course will be retained or owed by the company to EIPM as a lump-sum compensation payment.
- In the event of cancellation by the company less than 15 working days before the start of the course, or in the event of no-show by the trainee at the start of the course, 100% of the cost of the course will be forfeited or owed by the company to EIPM as fixed compensation.
- However, if a registered trainee is unable to attend, he or she may be replaced free of charge by a person from the same company.
- Once the course has begun, any cancellation, interruption or absence will result in the full price of the course being invoiced.
- These compensation payments cannot be deducted from the beneficiary company's obligation to contribute to ongoing professional training and cannot be covered by a third-party such as an OPCO.

### 9.2. By the individual customer

- If the request for cancellation is received by EIPM after the withdrawal period has expired and before the start of the course, EIPM will retain the deposit (or invoice if it has not been received), if applicable, except in cases of force majeure.
- Once the training has begun, when, as a result of a duly recognised case of force majeure (unforeseeable, insurmountable event beyond the control of the individual), the natural person customer is unable to continue the training, the contract is terminated ipso jure and the training services actually provided are invoiced on a *pro rata temporis basis* of their value as provided for in the contract, less any sums already invoiced and/or paid. In the absence of force majeure, once the training has begun, any cancellation, abandonment or interruption will result in the invoicing of the total price of the training, less any sums already invoiced and/or paid.

### 9.3 By EIPM

EIPM may decide to cancel or postpone a session due to insufficient enrolment or in the event of duly justified force majeure.

Any sums already paid will be reimbursed or may, with the company's agreement, be credited against the price of a future session. The company may not, however, claim any additional compensation.

In the event of postponement, if the conditions do not suit the company, the latter is free of any commitment to the EIPM.

## **10. INTELLECTUAL PROPERTY**

EIPM is the sole owner of the intellectual property rights to all the training courses it offers its customers. All content and teaching aids, in whatever form (paper, digital, etc.), used as part of the training courses, are the exclusive property of EIPM.

Any use, representation, reproduction in whole or in part, translation, transformation and, more generally, any exploitation not expressly authorised by EIPM is unlawful and may give rise to civil and/or criminal proceedings on the basis of the intellectual property code.

## **11. CONFIDENTIALITY**

EIPM, the customer and the trainee mutually undertake to keep confidential all information and documents, whatever their form and nature (economic, technical, commercial, etc.), to which they may have had access in the course of providing the training or during exchanges that took place prior to the conclusion of the contract.

## **12. INFORMATION TECHNOLOGY AND PRIVACY POLICY**

Personal data is collected in order to respond to the customer's and learner's request and to keep them informed of EIPM's service offers; no personal information is passed on to third parties.

In accordance with the French Data Protection Act of 6 January 1978, the customer and learner have a right of access which they may exercise with the personal data protection correspondent. They also have the right to modify, rectify and delete any personal data concerning them, which they may exercise by contacting the department in charge of training or, in the event of difficulty, [info@eipm.org](mailto:info@eipm.org).

## **13. APPLICABLE LAW-JURISDICTION**

All disputes relating to the sale of goods and services concluded by EIPM, and to the application or interpretation of these general terms of sale, are governed by French law. Any dispute relating to contracts or training agreements shall be subject to prior consultation in order to find an amicable solution, failing which the most diligent party shall refer the matter to the competent court.

## **14. CUSTOMER RELATIONS**

For any information, questions or complaints, customers can contact [info@eipm.org](mailto:info@eipm.org).