

TERMS AND CONDITIONS OF SALE PROFESSIONAL TRAINING COURSE

You must have read the terms and conditions of sale before submitting your registration form

I- DESCRIPTION

The Pôle International de la Marionnette - Jacques Félix designs, develops, and delivers professional training programs specialized in the art of puppetry in Charleville-Mézières and throughout France, either independently or in partnership.

Its registered office is located at 7 Place Winston Churchill, 08000 Charleville-Mézières.

Funding may come from OPCOs, companies or public authorities, France Travail, or individuals.

In the following paragraphs, the following terms shall be used:

- **Pôle:** referred to the Pôle International de la Marionnette – Jacques Félix
- **Client:** any natural or legal person who registers for or places an order for a training program with the Pôle.
- **Trainee:** the natural person who participates in a training program.
- **T&Cs:** the general terms and conditions of sale, detailed below.
- **OPCO:** skills operators (OPCOs), French state-approved bodies managing vocational training funds responsible for managing companies' training contributions.

II – PURPOSE AND SCOPE

These general terms and conditions of sale apply to all training services provided by the Pôle on behalf of a Client. Registration or placing an order implies full and unconditional acceptance of these general terms and conditions of sale by the Client.

These terms and conditions of sale take precedence over any other document issued by the Client.

III- REGISTRATION

Registration for a training program is completed using the duly filled registration form, accompanied by the Client's CV and any other documents requested by the Pôle.

The registration file must be completed online on the Pôle's website before the application deadline indicated on the form.

A non-refundable registration fee of €15 must be paid to the Pôle by bank transfer at the time of registration.

Any application submitted without a CV or for which the registration fee has not been paid will be considered incomplete and will not be processed

IV - SELECTION OF APPLICATIONS

To ensure optimal learning conditions, the number of participants in each training program is limited. This number is determined for each program based on its objectives and teaching methods.

Applications are reviewed jointly by the management of the Pôle and the person responsible for the training. When the training is organized in partnership with another training organization, the management of that organization is also involved in the selection process.

Selected applicants will be notified by email. The Pôle sends the Client a professional training contract electronically, as required by law.

Final registration of an applicant is subject to:

- receipt of approval from the OPCO or any other funding organization and the signing of the training contract.

or

- receipt of the deposit payment and the signing of the training contract for individual funding.

The Client agrees to return a signed copy of the contract within 15 days of receipt.

V- FINANCIAL TERMS

Professional training programs are exempt from VAT.

For all training programs, prices are indicated and invoiced inclusive of all taxes, but do not include transportation, accommodation, or meal costs, which remain the responsibility of the Trainees.

The registration fee is set at €15 and is non-refundable.

A deposit corresponding to 20% of the training cost is required from the Client to confirm their application. The balance, which is the responsibility of the Client, must be paid upon receipt of the invoice and no later than the first day of the training program.

Payments must be made by bank transfer to the Pôle.

Any training program that has commenced is fully payable.

In the case of full coverage by a third-party organization, confirmed by receipt of the corresponding approval, the invoice will be sent directly to that organization at the end of the training program.

In the case of partial coverage by a third-party organization, confirmed by receipt of the corresponding approval, invoices will be sent to both the Client and the third-party organization at the end of the training program.

In all cases, without receipt of a third-party coverage approval, the Pôle will send the invoice directly to the Client.

VI- NOTICE AND CONDUCT OF THE TRAINING PROGRAM

The Pôle sends a confirmation by email along with the welcome booklet containing all information related to the training program before the start of the course.

A certificate of completion is issued to the Trainee at the end of the program. Upon request, a copy can be provided to the employer.

VII – PARTICIPATION IN TRAINING PROGRAMS

Trainees shall read and commit to comply with the internal regulations, which are available for download on the Pôle's website.

Attendance is mandatory for all training programs; Trainees agree to be present for the entire duration of the course.

VIII- WITHDRAWAL PERIOD

In accordance with legal provisions, the Client has a period of 10 days to withdraw, starting from the date of signing the training contract. The Client must inform the training organization in writing by any means with acknowledgment of receipt. In such cases, any amounts paid (excluding the registration fee) will be refunded.

IX- TERMS OF NON-PERFORMANCE, POSTPONEMENT, OR MODIFICATION

Failure by the Pôle or the subcontractor to deliver the training service

In accordance with Article L. 6354-1 of the French Labor Code, in the event of total or partial non-performance of a training service, the Pôle shall reimburse the Client for any amounts unduly received, including the registration fee.

The Pôle reserves the right to cancel or postpone a training program, no later than 15 days before its start, if the minimum number of participants required for the course to go ahead is not reached.

Failure by the client to fulfil their commitment to participate – Penalty clause

If the Trainee abandons the course for any reason other than duly recognized force majeure, no refund shall be granted under this contract.

If the Trainee is unable to attend the training due to duly recognized force majeure, the professional training contract shall be terminated upon submission of supporting evidence. In such cases, only the services provided shall be payable on a pro-rata basis. The registration fee will not be refunded.

Force majeure is defined by case law as an unforeseeable, insurmountable event beyond the control of the party failing to fulfill their obligations.

X- COLLECTION AND PROTECTION OF PERSONAL DATA

The information collected is processed electronically for the purposes of the administrative and educational management of applications for continuing professional development.

It is retained for a period of five years and is intended for the administrative and training departments of the Pôle, as well as those of the partner training organisation where the course is organised in partnership with another training organisation.

In accordance with Article 34 of the amended Act of 6 January 1978 on data processing, files and freedoms, the trainee has the right to access, rectify, consult, amend or erase their data, or to restrict its processing. They may object to the processing of their data and have the right to withdraw their consent at any time by sending an email to the Pôle at the following address: contact@marionnette.com

XI- IMAGE RIGHTS

During the training course and when public performances are scheduled, the Pôle or the partner training organisation may take photographs and make audiovisual recordings for the purposes of preserving the history of the profession, study, teaching, research, scientific publication, and internal and external institutional communication.

The use of these images is subject to a consent form signed by the trainee, the Pôle and the partner training organisation when a training course is organised in partnership with another training organisation.

XII- COPYRIGHT

The documents provided during the training course constitute original works and, as such, are protected by intellectual property law and copyright.

Consequently, the trainee must not use, copy, transmit or otherwise exploit all or part of these documents without the prior written consent of the Director of the Pôle.

XIII- OBLIGATION OF MEANS

In relation to its training services, the Pôle has a best-efforts obligation rather than a performance obligation.

XIV- JURISDICTION

The terms and conditions set out in this document are governed by French law. In the event of a dispute arising between the Client and the Pôle concerning the interpretation of these terms and conditions or the performance of the contract, an amicable solution shall be sought. Failing this, the courts of Charleville-Mézières shall have exclusive jurisdiction to settle the dispute.