

# General Terms and Conditions : Training

January 2024

These general terms and conditions of sale govern the relationship between EURL MLG Solutions and its customer, in the context of a training service, and prevail over any other document.

All registrations are subject to these general terms and conditions of sale unless expressly waived by EURL MLG Solutions. The client company declares that it accepts them unreservedly.

These general terms and conditions of sale have been drawn up in application of articles L 6353-1 et seq. of the French Labour Code concerning professional training.

## **Definitions :**

- Customer: natural or legal person placing a training order with EURL MLG Solutions.
- Trainee: person from the client taking part in the ordered training course.
- In-company training course: training course tailor-made for a customer or a group of customers.

## **Scope of application:**

These general terms and conditions of sale apply to all in-company training delivered by EURL MLG Solutions.

## **Contract:**

Any acceptance of the training proposal implies unreserved acceptance of these terms and conditions of sale. Unless otherwise stipulated in the training proposal, the validity period of EURL MLG Solutions' proposals for non-catalogue courses is 60 days from the date the proposal is sent.

A training agreement in duplicate will be sent by post and it is the responsibility of the person responsible for the registration to return it duly signed at least 15 days before the start of the training course.

EURL MLG Solutions reserves the right to subcontract all or part of its services in accordance with the provisions of these general terms and conditions of sale.

## **Teaching aids:**

All materials are strictly personal to EURL MLG Solutions and are protected by the provisions of the French Intellectual Property Code. The customer is prohibited from reproducing, directly or indirectly, in whole or in part, adapting, modifying, translating,

representing, marketing or distributing said materials to members of its staff who are not participants in EURL MLG Solutions' training courses or to third parties without the prior written consent of EURL MLG Solutions.

**Confidentiality:**

EURL MLG Solutions undertakes to respect the confidential nature of any written or verbal information that the client may have transmitted to it in the context of its training services.

**Liability:**

EURL MLG Solutions undertakes to carry out the training services with all the care and competence at its disposal and within the framework of an obligation of means. EURL MLG Solutions may only be held liable in the event of a proven and exclusive fault on the part of EURL MLG Solutions.

EURL MLG Solutions is not responsible for the objects and personal effects of trainees or for damage caused to the client's equipment. Under no circumstances will EURL MLG Solutions be liable for any indirect damage, material or immaterial, consequential or otherwise, such as commercial or financial loss, loss of clientele, loss of brand image, loss of orders, any commercial disturbance whatsoever, total or partial loss or destruction of client file data, as well as any action emanating from third parties.

Without prejudice to the foregoing, the liability of EURL MLG Solutions, in the event that it is called into question in respect of its training services, is expressly limited to the price actually paid by the customer in respect of the training service concerned.

EURL MLG Solutions declares that it holds a professional civil liability insurance policy covering all the consequences that may result directly from its professional activities.

**Cancellation by the customer :**

In the event of cancellation or postponement, due to the customer, of a stage or the action, the following will be invoiced:

- 50% of the corresponding fees if the decision was notified between 15<sup>e</sup> and 30<sup>e</sup> day prior to the start date of the course.
- 100% of the corresponding fees if the announcement of the decision was notified within 15 days prior to the scheduled date.

This sum cannot be deducted from the employer's obligation to contribute to continuing professional training and cannot be the subject of a request for reimbursement or coverage

by the OPCO. This is specified on the invoice and must not be confused with the sums due for training.

Furthermore, if a preparation cost was planned prior to the course, this will remain at the customer's expense.

However, if the cancellation is due to force majeure, the customer will be able to postpone their enrolment to a later session at no additional cost. If the cancellation is due to a health problem, the customer must provide medical proof.

**Cancellation by EURL MLG Solutions :**

EURL MLG Solutions reserves the right to cancel any training course in the event of force majeure (lack of trainees, illness of its training consultant, etc.) without compensation or penalties being paid to the customer.

The customer may then choose another training date or cancel the order without penalty. In the latter case, the customer will be reimbursed for the sums already paid.

EURL MLG Solutions may not be held responsible for any costs incurred by the customer or any prejudice resulting from the cancellation of a training course or its postponement to a later date.

**Prices :**

All our prices are quoted exclusive of tax. They are subject to VAT at the current rate. Any training begun is payable in full.

**Payment terms :**

All invoices issued by EURL MLG Solutions are payable in cash, without discount, on receipt of the invoice.

Any delay in payment on the due date will automatically result in the payment of late payment interest corresponding to 3 times the legal interest rate in force.

Insofar as EURL MLG Solutions issues a training agreement for the action ordered, it is the customer's responsibility to check that it can be charged.

The customer undertakes to notify EURL MLG Solutions of any delegation to an OPCO at the latest before the start of the training session. Failing this, EURL MLG Solutions reserves the right to invoice the customer directly for the training services due.

**Restrictive conditions:**

- EURL MLG Solutions reserves the right :
- to refuse any enrolment from a customer on legitimate and non-discriminatory grounds,
- to exclude at any time any participant whose behaviour interferes with the smooth running of the course and/or is in serious breach of these general terms and conditions of sale,
- exclude any participant who has made false declarations at the time of registration, without compensation.

**Cancellation clause:**

In the event of a breach of any of these general terms and conditions or of the special terms and conditions indicated on the quotation (in particular with regard to the payment of the deposit), EURL MLG Solutions will have the right to consider the service contract concluded with the Customer terminated by operation of law, without compensation to be paid by EURL MLG Solutions and without prejudice to any damages to EURL MLG Solutions.

**Personal data:**

The personal information collected in the context of the performance of the service agreed with the customer is essential for the processing of your request. It is exclusively reserved for the use of EURL MLG Solutions, which undertakes not to pass it on to third parties.

In accordance with the French Data Protection Act (article 27 of Law 78-17 of 6 January 1978), the customer has the right to access and rectify information concerning him or her. To do so, simply send a written request to [mariliis@b2bgrowth.fr](mailto:mariliis@b2bgrowth.fr). The customer authorises EURL MLG Solutions to quote its company and to include its logo as a customer reference.

**Miscellaneous provisions:**

All disputes relating to the performance and termination of the contractual obligations between the parties, and in particular disputes relating to the payment of agreed sums, shall fall within the exclusive jurisdiction of the Bobigny Commercial Court, 1-13 Rue Michel de l'Hospital, 93008 Bobigny Cedex. Only French law is applicable, regardless of where the service is provided.