

Appendix 5: General Terms and Conditions of Sale

Please note: Only the french paper form has legal value

TRAINING CENTRE DECLARATION OF ACTIVITY REGISTERED UNDER NUMBER
93040071104 WITH THE REGIONAL PREFECTURE OF PROVENCE-ALPES-CÔTE D'AZUR
European VAT No.: FR 67530234384

GENERAL CLAUSE

Enrolment in one or more courses entails your acceptance of these terms and conditions, as well as the course participant's compliance with the agreement and all of its schedules (1 to 7) (also available on the EIDB website). Therefore, no conflicting, additional or modifying clause may be imposed on EIDB, unless EIDB has expressly agreed thereto.

In accordance with the provisions of Articles L6352-4 and R6352-4 *et seq.* of the French Labour Code, non-compliance with the provisions of the internal rules shall give rise to the application of sanctions in accordance with the following:

When the director of the training organisation or his/her representative decides to impose a sanction, the director or his/her representative shall convene the trainee to a meeting, stating the purpose of such meeting. The notification shall specify the date, time and place of the meeting. It shall be drafted and sent by registered letter or handed to the person concerned against receipt.

During the meeting, the trainee may be assisted by a person of their choosing, including the internship supervisor. The notice of meeting shall state this option.

The director or his/her representative shall state the reason for the planned sanction and shall obtain an explanation from the trainee.

Three types of sanctions are in place at the school, in increasing order of severity:

- A warning, equivalent to formal notice to comply with the provisions of the internal rules;
- Temporary exclusion in the event of a second offence;
- Definitive exclusion in the event of a third offence.

However, any act of physical violence causing harm to the physical integrity of others or equipment shall immediately result in a 3-day suspension, potentially followed by definitive exclusion.

Similarly, any act of verbal violence that violates respect for individuals shall immediately result in a 3-day suspension, potentially followed by a 7-day temporary exclusion, and definitive exclusion in the event of a third offence.

In the event of definitive exclusion, the course price shall definitively accrue to EIDB.

The sanction cannot be carried out within less than one full day, nor more than fifteen days following the meeting.

It shall be the subject of a written, justified decision, sent to the trainee by registered letter or delivered in person against receipt.

The director of the training organisation shall inform the following bodies of the sanction imposed:

1. The employer, when the trainee is an employee receiving training under a company's training programme;
2. The employer and the approved vocational training fund having paid for the course, when the trainee benefits from individual training leave (French CIF);
3. The approved vocational training fund having assured financing for the course taken by the trainee.

PURPOSE:

These general terms and conditions apply to one or more courses offered by the EIDB teams, in the form of training sessions intended for non-professionals or catering professionals held at EIDB's premises.

The content, structure, price and schedule of these training sessions are presented on the EIDB website in force on the registration date.

These general terms and conditions of sale, information sheet, quote and training contract (or training agreement) signed by both parties, represent all of the contractual documents comprising your relationship with EIDB.

QUOTATION TERM AND VALIDITY:

The courses offered in EIDB's online catalogue available on its website are valid until the course start date, and are limited to the number of places listed on the website.

ENROLMENT PROCESS:

Pre-enrolment is not possible at EIDB.

Your enrolment shall become effective upon receipt of the completed application, or:

– when EIDB receives the training contract, together with all 7 schedules and the information sheet, signed and initialled in two copies, and payment of a 30% deposit, following the retraction period set out in the contract. The deposit must be paid to EIDB at the end of the retraction period of ten consecutive days, as of the signing of the contract, in accordance with the provisions of Article L6353-6 of the French Labour Code. In order to ensure that the application remains valid, the deposit must be paid no later than 15 days after the signing of the contract.

The deposit payment is not required when the trainee can provide evidence that the full price of the course is being financed by a funding agency, such as French employment agency Pôle emploi, a *Fongecif* (individual training leave fund) or their vocational training fund. However, it is hereby expressly understood that exemption from the deposit payment does not equate to a waiver of the retraction clause. In the event of a retraction in accordance with this option, as set out in the contract, the contracting party must therefore pay the deposit amount provided for.

- and after confirmation of your candidacy by email, following the comprehensive individual face-to-face or telephone interview.

The school shall acknowledge receipt of your enrolment and shall send you a copy of the training contract or agreement. This acknowledgement of receipt shall serve as confirmation and notification.

POSTPONEMENT AND CANCELLATION BY EIDB OR BY THE TRAINING MANAGER:

EIDB reserves the right to cancel or postpone a course at least 60 prior to the start date of the course, under the following circumstances:

– when the number of participants is deemed insufficient (fewer than 5 students), regardless of the reason.

For example, due to the late cancellation by a client resulting in an insufficient number of participants.

In the event of a cancellation by EIDB prior to the start of the course, due to an insufficient number of enrolments, any down payments made shall be refunded to you and, in the event that the course is postponed, you shall be entitled to defer your enrolment to a later date for which EIDB has available places, without providing you with any priority whatsoever and without such postponement giving rise to any claim for financial or non-pecuniary losses.

Should EIDB fail to provide the training service to its clients in full or in part, EIDB hereby undertakes to reimburse course participants or their representative funding agency for the amounts unduly paid in this respect (Articles L 6354-1 and L 6354-2 of the French Labour Code.)

The trainees or funding agencies shall be clearly notified of such cancellation or postponement by letter, stating the reasons for the cancellation or postponement.

POSTPONEMENT AND CANCELLATION DUE TO A FORCE MAJEURE EVENT OR RETRACTION:

In accordance with the provisions of Article 1218 of the French Civil Code, all courses shall be automatically and immediately terminated in the case of a force majeure event constituting a definitive obstacle to the performance of the contract. Termination of the contract for a force majeure event shall give rise to a *prorata temporis* refund.

In the case of a force majeure event duly recognised prior to the start of the course, you shall not be invoiced for any costs, and the deposits paid will be reimbursed within 1 month following confirmation of your cancellation.

In the event of a temporary impediment, the performance of the contract shall be suspended until the end of the event preventing its performance and the deposit paid shall be retained by EIDB.

The failure to obtain a financing agreement requested as part of the CPF, CIF, AIF or any other training fund shall not constitute a force majeure event.

Furthermore, the applicant is free to withdraw from his or her enrolment, up to 60 days prior to the start of the course, it being expressly understood that the deposit paid shall definitively accrue to EIDB.

Similarly, EIDB may decide, at its own discretion and after having confirmed an enrolment, to withdraw from its commitment to provide the training, up to 60 days prior to the start of the course. In this case, EIDB shall pay the applicant an amount equal to 2 times the deposit amount received. It is hereby expressly understood that the cancellation of the course due to an insufficient number of enrolments (fewer than or equal to 5) shall not constitute a retraction by EIDB. In this case, only the amounts paid by the intern shall be refunded.

Onwards of 60 days prior to the course start date, neither the applicant nor EIDB may withdraw from this contract, which shall then become firm and definitive.

Any course that has been started shall be invoiced in full, including in the event that the trainee withdraws mid-course, for any reason whatsoever.

In the event that the course is financed by a funding agency, in particular FONGECIF, giving rise to a tripartite agreement between the trainee, the funding agency and EIDB, the termination conditions that are most favourable to the trainee between this contract and the tripartite agreement shall apply.

TRAINEE'S ABSENCE DURING THE COURSE:

In the event of absence during the course, regardless of the reason therefor and no matter the duration, the trainee shall remain liable for the total course amount.

PRICING — PAYMENT TERMS AND CONDITIONS:

The applicable prices are those stated in the current training contract at the time of your enrolment in the course. They include the course teaching cost and enrolment fees. They do not include any other expenses, such as accommodation, transport, uniform or meal costs.

École internationale de boulangerie SAS accepts payment by cheque, bank transfer or SEPA transfer.

Payment of the remaining balance, to be paid by the trainee, shall be made in accordance with the schedule set out in the contract. No discount is granted for early payment. Any payment default is liable to incur late payment interest. The penalty amount is calculated via the application of the statutory interest rate applicable at the time of the default to the outstanding amounts. A fixed fee for recovery fees owing to the creditor in the event of late payment: €40.

In the event that a funding agency agrees to cover the cost of the course under the CPF, CIF, AIF or any other kind of financing scheme, the deposit or excess portion of such deposit received by EIDB shall be refunded to you within one week, after EIDB has received the total amount for the course.

In the event of covered costs (training fund, *Pôle emploi* or other), you shall remain solely liable for the outstanding balance owing to EIDB at the end of the course. Accordingly, you hereby personally undertake to settle the amounts not paid by the funding agencies to EIDB.

INVALIDITY:

Regarding diplomas awarded by EIDB, given that the purpose of the contract is to provide training in preparation for the "Baker, level IV" (*Boulangier, niveau IV*) certificate registered in the national register of professional certifications, any court or administrative decision removing EIDB or not renewing its registration in the national register of professional certifications for the "Baker, level IV" certificate, shall result in the automatic invalidity of the contract, in accordance with Article 1186 paragraph 1 of the French Civil Code.

Such termination shall not invoke the liability of either party, and shall take effect as of notification by EIDB to the trainee.

It shall give rise to the reimbursement by EIDB, either of the deposit if this termination occurs before the start of the course, or the amounts paid in advance by the trainee for the portion of the course not yet provided.

COURSE CERTIFICATE:

EIDB provides each trainee with a certificate of course completion at the end of the course.

On _____
in _____
Last name _____
First name _____

Signature (preceded by the handwritten note "Agreed as signed") :