

GENERAL CONDITIONS of SALE

The purpose of the present **General Conditions of Sale** ("GCS") is to define the conditions under which the **International Willems® Federation** ("IWF"), a training organisation registered with the Préfecture du Rhône under the number 82 69 12756 69, grants its Client ("trainee, association, company, public structure, etc.") a training course from its Willems® Training catalogue and/or one that meets its specific needs.

Receipt of the registration form validated and confirmed by IWF, as well as payment of the invoice issued by IWF, shall imply the Client's full and unreserved acceptance of these GTC.

Article 1. Definition of the training offer

1.1 All current Willems® Training courses offered by the FIW can be found online at www.fi-willems.org

1.2 Willems® Training can be conducted at IWF's discretion, at IWF's premises, at the Client's premises and/or at a location outside IWF.

1.3 Willems® training courses take place "face-to-face". In the event of legal constraints (e.g. health protocols) that make it impossible to hold courses on site, and in order not to interrupt the training dynamic, certain courses may be offered by videoconference, provided that this "remote" organisation does not jeopardise learning and pedagogical work, and that each trainee has the appropriate equipment and tools to practise the material at home.

Article 2. Terms and conditions of registration

2.1 The registration request requires, at the Customer's choice, the sending of a registration form completed and signed by the Customer, by e-mail or post.

2.2 An acknowledgement of receipt is sent to the Client within 48 hours of receipt of the registration. This acknowledgement of receipt does not confirm that the training will take place; only the confirmation letter and the invitation (roadmap), sent at least 8 days before the training date, confirm that the training will take place.

2.3 For each Willems® Training Course offered by the FIW, a minimum and maximum number of participants is admitted and announced; registrations for a given session cease to be accepted when the maximum number is reached.

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Article 3. Training modalities

3.1 IWF is free to use the teaching methods and tools of its choice. It is recalled that the form and content of the teaching tools are determined by IWF.

3.2 The overall duration of a Willems® course may vary from one course to another. Therefore, the Client undertakes to obtain information, prior to any registration, on the IWF website, www.fi-willems.org, as well as via any documentation made available to him.

3.3 Participants in a Willems® training course are required to respect the rules of procedure established by the IWF. These rules are available and can be consulted on the IWF website or sent by e-mail on request.

When the training takes place in premises made available to the IWF and already having internal regulations, the health and safety measures applicable to the trainees are those of the latter regulations.

3.4 The IWF shall not be held responsible for any errors and/or omissions in the documentation prepared by the trainers and given to the Client during the training.

The Client acknowledges and accepts that this documentation in no way commits the IWF to its completeness, and that it is not obliged to ensure any update of the said documentation after the training.

3.5 The IWF shall send the Client all documents relating to the Willems® Training attended, including in particular the certificate mentioning the objectives, nature and duration of the training, as well as the related invoices and other compulsory supporting documents (e.g. attendance sheets) by e-mail or by post, previously completed by the Client.

Article 4. Financial and third party funding arrangements

Financial terms

4.1 The prices of Willems® Training Courses are indicated in euros "net to pay", as the IWF is exempt from VAT ("TVA non applicable, article 293B du code général des impôts").

The current prices for Willems® Training courses are shown on each Willems® Training course presentation sheet, and are updated each season. As a reminder, these Willems® Training sheets can be consulted on line on the IWF website, www.fi-willems.org, or sent by e-mail on request.

4.2 The Client acknowledges and accepts that once a registration for Willems® Training has been confirmed, the Client may only withdraw under certain conditions:

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- For Willems® - Long Course, once the course has started:

- In the event of force majeure, the full amount of the tuition fees will be reimbursed to the Client after deduction of the amount of the courses taken prior to the incident, upon presentation of a receipt.
- Otherwise, a minimum of one third of the total amount of the course fee will be retained by the IWF. The sum remaining after deduction of this third or of the amount of the courses followed before the cancellation if the amount evaluated is higher than the third, cannot be refunded but will constitute a credit note attributable to the whole of the IWF's educational activities (training, courses, meetings...).
- In both cases, the management fee and the annual membership fee remain with the IWF.

- For the Willems® Short Course:

Before the start of the course :

- In the event of cancellation up to 8 days before the start of the course, a lump sum of 100€ will be retained for compensation.
- In the event of withdrawal less than 8 days before the start of the course, no refund will be possible; the full fee remains due.
- In the event of withdrawal due to force majeure and on presentation of proof, only a fixed sum of 50€ for compensation will be retained.

Ongoing training :

- In the event of cancellation due to force majeure and upon presentation of proof, a lump sum of 50€ for compensation will be retained. If the estimated cost of the courses taken prior to the cancellation is higher than the compensation fee, the student must pay the corresponding amount.
- If this is not the case, no refund will be possible; the full fee remains due.

4.3 The registration fee is payable on receipt of the invoice or, if applicable, in accordance with the schedule agreed between the parties in the registration form, in cash, by cheque (FR) and bank transfer (Banque Postale or PayPal).

4.4 In the event of late payment, the IWF reserves the right to refuse any new application for registration and to suspend the execution of its own obligations until the account has been settled, without incurring any liability or allowing the Client to claim a credit note or a possible refund.

4.5 In case of non-payment and after the usual reminders, the file will be handed over to an independent collection service: France-Recouvrement.

The limitation period for the recovery of any sum due to the IWF shall run from the date of issue of the invoice concerned.

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Arrangements for coverage by third parties.

4.6 - In the event that a Willems® training course is fully and/or partially covered by a competence operator (OPCO) or any other third party organisation, it is the responsibility of the Client or, where applicable, the natural person benefiting from the training course, to make a request for coverage before the start of the training course and to ensure that this request is properly completed: by explicitly indicating this on the registration form; by transmitting the notification of the OPCO's agreement to cover the cost; by ensuring that the payment is properly completed by the organisation that he/she has designated.

- In the event of subrogation of payment by a third party organisation and/or an OPCO, the IWF will send the invoice to the organisations concerned.

- In the event of partial payment by the OPCO or any other third party organisation, the balance shall be invoiced directly to the Client.

4.7 In the event that the OPCO/third party organisation does not confirm that it will pay for the training and/or that IWF has not received payment from the said organisation by the first day of the training, the cost of the training shall be borne by the Client, who shall be liable for the full cost of the training.

4.8 For Willems® Courses - long cycle, the IWF reserves the right to request a deposit.

Article 5. Cancellation / Postponement

On the Customer's initiative

5.1 The Client acknowledges and accepts that in order to be taken into account, any postponement or cancellation must be notified to the IWF in writing (e-mail or registered letter).

Concerning the possible reimbursement of registration fees, please refer to article 4.2 of this document.

On the initiative of the IWF

5.2 In the event of the absence of the trainer, the IWF undertakes to make its best efforts to ensure the continuity of the training as soon as possible by replacing the absent trainer with another trainer with equivalent technical skills and qualifications.

In the event that the IWF is unable to ensure the continuation of the training, it undertakes to make its best efforts to reschedule the training as soon as possible.

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5.3 In the event of force majeure, as referred to in article 1218 of the French Civil Code, the IWF may be forced to cancel and/or postpone a Willems® Training course without being held liable. The following are also considered to be cases of force majeure: strikes on transport networks (SNCF network, public transport network, airline company, etc.), strikes by IWF personnel, and the absence of the trainer involved.

5.4 The IWF reserves the right, in particular in the event of an insufficient number of participants, and without being held responsible, to cancel and/or postpone a training session.

5.5 In application of Article L.6354-1 of the French Labour Code, it is agreed between the Client and the IWF that, in the event of total or partial completion of the training service, the service provider must reimburse the Client any sums unduly paid.

Article 6. Intellectual property

6.1 The IWF may provide the Client with documentation on various media (paper, digital, etc.) outlining the main content of the training course. All of these contents and teaching aids may be sent to the Client by e-mail to the address indicated by the Client and/or at the time of the training and/or on a dedicated online space.

6.2 This documentation may not, in any way whatsoever, be reproduced, represented, lent, exchanged or transferred, nor may data be extracted in whole or in part and/or transferred to another medium, nor may it be modified, adapted, arranged or transformed without the prior and express agreement of the IWF.

The Client shall only be granted a personal right of use, to the exclusion of any transfer of property rights of any kind. In this respect, the Customer shall refrain from exploiting the documentation made available, in particular for commercial purposes, directly and/or indirectly.

6.3 Any use not expressly authorised by the IWF is unlawful and may give rise to civil and/or criminal proceedings on the basis of the Intellectual Property Code.

Article 7. Information / Complaints

Any clarification relating to these GTC, request for information and/or complaint must be made by post to : Fédération Internationale Willems® - 46 rue Bugeaud - 69006 Lyon, which will endeavour to answer any questions as soon as possible.

Article 8. Responsibility

8.1 The IWF asserts that the Willems® Training courses offered in its training catalogue conform to the description given.

In the context of a training course ordered by a Client, the IWF undertakes to make its best efforts to offer a training programme as close as possible to the specific needs expressed by the Client. The Client shall be responsible for proving any non-compliance.

8.2 The Client, as a professional, is solely responsible for the consultation and choice of training provided by the IWF.

8.3 The responsibility of the IWF can only be engaged in the case of proven fault or negligence, and is limited to direct prejudice suffered by the Client, to the exclusion of any indirect prejudice, of any nature whatsoever, such as in particular any loss of opportunity, of clientele, of results, of exploitation, commercial prejudice or loss of data and/or files.

In any event, should the IWF be held liable, the total amount of any sum payable by the IWF shall not exceed the total amount paid by the Client for the training in question.

Article 9. Personal data

9.1 The IWF shall ensure respect for the privacy and protection of the Client's personal data and undertakes to implement adequate measures to ensure the protection of personal data and to process and use such data in compliance with the applicable provisions and in particular with the European Regulation 2016/679 of 27 April 2016 and the amended Law No. 78-17 of 6 January 1978, known as the "Data Protection Act".

9.2 The IWF and the Client mutually undertake to keep confidential all information and documents, whatever their form and nature, to which they may have had access in the course of providing the training.

9.3 The Customer's personal data collected is kept only as long as necessary for the purpose for which it was collected. No personal information is passed on to third parties.

In accordance with the "Loi Informatique et Libertés" of 6 January 1978, the Client has the right to access, modify, rectify and delete personal data concerning him/her, which he/she may exercise at the IWF.

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Article 10. General provisions

10.1 The T&Cs are available online and may be amended at any time at the discretion of the IWF without further formality other than being posted online, only the latest version shall apply.

10.2 If any clause of these GTC is declared null and void, it will be deemed unwritten but will not would not result in the nullity of the Training.

10.3 The Client undertakes to treat as strictly confidential and to refrain from disclosing any information, document, data or concept of which he may become aware in the course of the training.

10.4 IWF shall be entitled to subcontract the performance of the services covered by these GTC in whole or in part. All obligations of the Customer arising from these GTC shall apply only to the IWF, which shall remain liable to the Customer.

10.5 The fact of not claiming the application of one of the provisions of the GTC or of acquiescing to its non-fulfilment, either permanently or temporarily, cannot be interpreted as a waiver of this right.

10.6 The IWF is authorised to use the corporate name, trade name and/or trademarks of the Client, and where applicable of the group to which it belongs, as a commercial reference on any medium or on any occasion for marketing and/or advertising purposes without prior authorisation from the Client.

10.7 The IWF and the Client shall carry out their activities independently in the performance of this Agreement, which shall not be construed as creating a relationship of subordination or a de facto partnership between them.

10.8 The Customer waives the benefit of articles 1221, 1222 and 1223 of the Civil Code.

10.9 The Client may not bring any action, whatever its nature or basis, more than one year after the occurrence of the event giving rise to it.

10.10 All disputes relating to the sales and services surrounding Willems® Training concluded by the IWF, as well as to the application or interpretation of the present GTC, are governed by French law. Any dispute relating to the contracts or training agreements will be subject to prior consultation in order to find an amicable solution, failing which the most diligent party will refer the matter to the competent court.