

## GENERAL TERMS AND CONDITIONS OF SALE

### F. A. Training



#### 1 - Contract

1.1 - These general terms and conditions of sale apply to all training courses and to any service provided by F. A. Training as well as all actions carried out, whatever they may be, and exclude the application of any other provision.

1.2 - When a natural person, hereinafter referred to as the Customer, undertakes a training course or participates in an action on an individual basis and at his or her own expense, the contract is deemed to be formed solely by signing the registration form for the training course or action, after receipt of the document containing the terms and conditions of the action, the general terms and conditions of sale, the non-exclusive copyright concession agreement and the training programme. This contract is subject to the provisions of articles L6353-3 to L6353-7 of the French Labour Code.

1.3 - In other cases, the contract is formed by F. A. Training receiving the registration form or any other order letter signed by the company, hereinafter referred to as the Customer, for one or more members of its staff, carers, volunteers or any other person for whom the company completes and signs the registration form and/or order form. The registration is made in the name of the natural person (participant), but the Client is the company or institution (contractor) paying for the training and which has signed the order form.

1.4 - An invitation which has not been received by a Customer or his company shall under no circumstances be deemed to constitute a cancellation of registration.

1.5 - Placing an order implies the Customer's full and unreserved acceptance of these General Terms and Conditions of Sale and any appendices thereto, and the Customer undertakes to ensure that they are complied with by the Customer and/or all of the Customer's employees, servants and agents.

1.6 - F. A. Training reserves the right to revise these general terms and conditions at any time, with the new terms and conditions applying to all new orders, regardless of how long the relationship has existed between the Customer and F. A. Training.

#### 2 - Public concerned

2.1 - The training courses and all other actions are aimed at any individual or legal entity, over or under the age of 16, duly represented by an adult. If any pre-requisites are required, these are indicated in the training sheet sent at the time of the request for information. It is the Customer's responsibility to ensure that they meet the necessary prerequisites, by any means at their disposal.

2.2 - The training courses supported by the Vivea Fund are open first and foremost to Vivea contributors who have paid their MSA contributions and are in business: farmers, agricultural



holdings and companies, companies in the horse sector (except those in the show business and those who hire out equidae without maintenance or preparation)), and then to any other public.

### 3 - How to register

3.1 - To obtain the registration pack and in particular the registration form specified in 1.2, simply send a request by e-mail to [info@f-a-training.com](mailto:info@f-a-training.com) or contact F. A. Training directly on + 33 7 88 97 18 41 (telephone and WhatsApp). The registration deadline is indicated on the registration form and on the document containing the registration details.

3.2 - For certain courses for which the dates have not yet been set, it is still possible to pre-register during the year, in which case further information will be sent as soon as the dates have been set. Pre-registrations are recorded on a list and will be considered in order of priority according to the date on which the registration form is signed.

3.3 - Registrations will be accepted in the order in which the completed and signed registration forms and payment are received. A registration is considered complete when the completed and signed registration form has been returned to F. A. Training and the payment has been credited to F. A. Training's account. If several requests cannot be met due to lack of space, the organisation of an additional session may be considered

### 4 - Replacements - Attendance - Cancellations -

4.1 - Any course started is payable in full, as is any course for which the Customer fails to attend on the first day. No reimbursement of the price paid when registering for the course will be made in the event of absence, exclusion or withdrawal for any reason whatsoever, except in the cases mentioned in 4.3.

4.2 - Client replacements are not permitted, except in special cases and subject to prior agreement from F. A. Training.

4.3 - By signing the enrolment form, the Customer undertakes to adhere to the provisions of the general terms and conditions of sale, to follow the training course in its entirety, to respect the scheduled times and the trainer's instructions, and to behave in a respectful, attentive, discreet and decent manner throughout the course for which he/she has enrolled. Any breach of these provisions may result in the immediate exclusion of the Customer or the person registered by him/her and/or the cancellation of his/her registration. In the event of exclusion, no reimbursement will be made.

4.4 - Cancellations made by e-mail, the date and time of receipt being taken as proof, will give rise to a full refund if they are received no later than one month before the first day of training and to a refund of 50% of the price of the training between fifteen calendar days and one month before the first day of training. After this deadline, F. A. Training will withhold all sums due to it for the said course. However, if at the same time as the cancellation, the Customer re-enrols in a training course scheduled for the same year as the one initially planned, the amount of the participation will be counted for the latter and no lump-sum compensation will be withheld, unless the Customer cancels this new participation, regardless of the date of cancellation.

4.5 - F. A. Training reserves the right to postpone or cancel a training course, to change the place where it is held, the content of its programme or the choice of instructors and speakers, if circumstances beyond its control oblige it to do so or if the number of Customers proves insufficient. If the training course is cancelled, F. A. Training undertakes to inform the Customers at least 8 days before the date scheduled for the course and to refund the sums paid in full.



## 5 - Payment for training

### 5.1 - Prices :

Farm managers, collaborating spouses, family assistants, solidarity contributors: when your eligibility is confirmed by the VIVEA fund and subject to VIVEA priorities and conditions for reimbursement, the cost of training is a maximum of €100/day. As VIVEA funding agreements are made throughout the year, F. A. Training undertakes to request a contribution for each VIVEA contributor participant which will be less than or equal to €100/day, the maximum amount envisaged at the time of publication of these general terms and conditions of sale (excluding travel, accommodation, meal costs or any other additional costs mentioned in the training terms and conditions, which are payable by Clients).

The actual price of the course will be communicated when the course is published and advertised and will be indicated in the contractual documents sent to you prior to your enrolment.

Individuals, employees, others: the cost of the course will be communicated when the course is published and advertised and will be indicated in the contractual documents sent to you before you register.

### 5.2 - Payment by the Customer :

Payment must be made in full when the course registration form is signed and confirms registration. Otherwise, F. A. Training reserves the right to refuse registration for the course.

Payment of the full price of the course must be credited to the account balance no later than eight days after the Customer sends the enrolment document to F. A. Training, in cash, without discount, by bank transfer unless otherwise specified. A receipted invoice will be sent on receipt of payment. The account to which the payment is to be made is

### 5.3 - F. A. Training reserves the right:

- to refuse the participant access to the course if the Customer has not paid in full.
- to refuse any registration from a Customer on legitimate and non-discriminatory grounds, and in particular to refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

5.4 - A late payment penalty at the legal interest rate in force as well as fixed administrative and reminder charges will be applied to any sum that remains unpaid on its due date, without the need for formal notice. If the cost of the training course is not covered or is refused by VIVEA or any other collecting body or public or semi-public bodies holding training budgets, the Customer or, as the case may be, the company is automatically personally liable for the cost of the training course.

## 6 - Obligations of the Customer and/or co-contractor F. A. Training

6.1 - If the training is organised by an employer on company premises, the employee or Client remains subject to the employer's disciplinary powers. If the training is provided externally, the employee or Customer must also comply with the internal rules of F. A. Training as a training organisation.

6.2 - The Customer undertakes to attend the training course for which they are registered regularly and assiduously. He/she undertakes to sign the attendance sheet provided at the beginning and end of each day. It is understood that unauthorised absences that are not recognised as valid, as well as non-compliance with the contract by the Customer, may result in his/her dismissal from the course under the conditions set out in the internal rules or these provisions. In addition, failure to attend the course regularly will result in a refusal to issue the training completion certificate.



6.3 - The employer - or, as the case may be, the Customer - undertakes to take out and maintain, in advance of and for the duration of the training course, civil liability insurance covering any direct or indirect bodily, material or immaterial damage which may be caused by its actions or those of its employees, to the detriment of F. A. Training or to third parties, this insurance containing a waiver of recourse clause, so that F. A. Training may not be sought or worried.

6.4 - F. A. Training's liability to the Customer is limited to compensation for direct damage proven by the Customer and is in any event limited to the amount paid by the Customer for the service provided.

6.5 - Under no circumstances may F. A. Training be held liable for indirect damage such as loss of data or files, operating loss, commercial loss, loss of earnings or damage to image or reputation. In all cases, F. A. Training cannot be held liable in the event of force majeure.

## **7 - Teaching and technical resources**

7.1 - F. A. Training provides the material resources strictly necessary for training. It is understood that the teaching tools are made available to Customers solely for training purposes, which excludes any use for personal purposes. Consequently, the Customer agrees in particular not to introduce, into any computerised system whatsoever, any data that is not strictly related to and necessary for his/her training.

7.2 - The people providing testimonials are not systematically mentioned as they are not always known at the time of publication of the training advertisement.

7.3 - By signing the enrolment form, the Customer also enters into a non-exclusive licence agreement covering the copyright in all literary, scientific and artistic works (including graphics and audio-visual works) and their media that the author uses or will use before, during and after his or her courses, training sessions, seminars, conferences, information sessions, study days, trainings, individual or group coaching, learning solutions, individual or group support programmes, development paths, project management, e-learning and all other forms of activities related to the exercise of his/her professional activity, whatever their mode or form of expression. (Article 2.1 of the Berne Convention). This list is not exhaustive or limited. The non-exclusive copyright licence agreement is attached to these general terms and conditions of sale.

## **8 - Duration of the course**

Unless otherwise stated, a training day lasts 7 hours, including two 15-minute breaks. The lunch break is not included in the training hours.

The timetable is approximately between 8.00 am and 6.30 pm, except for evening courses. However, they may vary from one course to another or even within the same course, depending on requirements. These times are given in the registration pack.

## **9 - Period of validity of the proposal**

The validity of training proposals is identified by the period of validity indicated on F. A. Training's media supports and the dates of the training sessions scheduled for each training course. These dates are subject to change under the conditions set out in article 4.5.

## **10 - Processing of personal data and image rights**

10.1 - F. A. Training undertakes to comply with all laws and regulations relating to the protection of personal data and in application of articles 35 and 28 of the "RGPD" (General Data Protection Regulation).

F. A. Training has appointed a Data Protection Officer in accordance with the "RGPD" and its aforementioned articles of law. The Customer's personal data is used strictly for the purposes of



registering for and following the training course. Customers have the right to access, rectify, delete and port their data, as well as the right to limit and object to the processing of their data and to organise what happens to it. The Customer has the right to lodge a complaint with F. A. Training if necessary. These rights may be exercised in accordance with the procedures set out in the Privacy Policy.

The information sent to F. A. Training in connection with the performance of its services is considered to be confidential and may not be communicated without the customer's authorisation and consent, or without the customer being informed in advance.

10.2 - The Customer agrees to be cited by F. A. Training as a Customer for the services offered in the context of its commercial activity, at the company's expense. To this end and subject to compliance with the provisions of article 10.1 above, F. A. Training may mention the Customer's name, together with an objective description of the nature of the services, in its reference lists for the purposes of both external and internal communication.

10.3 - By signing the course enrolment form and unless F. A. Training in writing prior to the start of the training course to which he/she has committed, the Customer gives his/her written consent for the use of an image in which he/she is recognisable (distribution, publication, reproduction or marketing). The image may be a photo or a video, taken in a private or public place, during the training course and as part of the training course. The image may be disseminated via the press, television, a website, a social network or any other F. A. Training advertising or publication medium, without time limit and for any purpose related to the activities of F. A. Training. The right to an image is limited by the right to information, the right to freedom of expression and artistic and cultural freedom.

## 11 - Miscellaneous provisions

11.1 - A detailed programme is sent to each Customer before they start their course.

11.2 - At the end of the training course, a certificate of completion will be sent to each Customer, subject to participation in all the training hours.

11.3 - In the event of a dispute concerning the present contract and its performance, the competent court is that of the judicial district of 46000 Cahors, France. Any legal action taken to enforce or interpret this contract must be brought in 46000 Cahors, France. The parties hereto agree that the place of jurisdiction shall be 46000 Cahors, France, and any attempt to sue in any other city or country shall be void for lack of jurisdiction in such court. All late payment interest and penalties, costs relating to the collection of sums due, by F. A. Training itself or by a collection company, and defence and/or legal costs (including lawyers and bailiffs) caused by a breach by the purchaser of one or more clauses of this contract shall be borne by the purchaser and must be paid by him. You can contact the consumer ombudsman [at https://www.lot.gouv.fr/Actions-de-l-Etat/Alimentation.-consommation-et-commerce/Consommation-et-commerce/Mediation-de-la-consommation](https://www.lot.gouv.fr/Actions-de-l-Etat/Alimentation.-consommation-et-commerce/Consommation-et-commerce/Mediation-de-la-consommation)