

# General Terms and Conditions of Sale

## Article 1. - Content and scope

The present General Terms and Conditions of Sale are automatically applicable to the services sold by IMEP • Paris College of Music (IMEP), namely the teaching of jazz and contemporary music.

They apply excluding all other conditions, in particular those applicable for sales over the Internet or through other distribution and marketing channels.

The sale is deemed final upon the date of reception by IMEP of the registration package returned by the Purchaser.

A Purchaser is defined as any person over the age of 18 (or emancipated minor) who is enrolled in one of the courses offered by IMEP. If, on the date of registration, the enrolled student is a minor, the Purchaser is his/her legal representative as identified on the registration form.

Every registration entails the Purchaser's acceptance without reservation of the present General Terms and Conditions of Sale which prevail over all other conditions, except for those that have been expressly accepted by IMEP.

The Purchaser declares having read the present General Terms and Conditions of Sale and having accepted them prior to his/her registration.

## Article 2. - Pre-contractual information

2.1 Prior to registration, the present General Terms and Conditions of Sale are submitted to the Purchaser who acknowledges having received them.

2.2 The following information is transmitted to the Purchaser in a legible and comprehensible manner:

- the essential characteristics of the proposed training program (number of teaching hours, program content, overall schedule of the school year);
- tuition fees;
- a provisional schedule (the final schedule can only be established once the groups have been made up during the first classes);
- the information relating to the identity of IMEP, to its postal, telephone and electronic contact details, to its activities, and if appropriate, the information concerning legal guarantees, the functionality of numerical content, and, if need be, of its interoperability, the existence and modalities for implementation of guarantees and other contractual conditions.

2.3 IMEP provides the Purchaser with the following information:

- its trade name or legal name, address of the teaching premises and, if different, geographic address, phone number and electronic address of its registered office;
- its legal form and its registration number in the trade and companies register (*Registre du Commerce et des Sociétés*);
- terms of payment and execution of the training program;
- internal rules and regulation of the school;
- program duration.

## Article 3. - Enrollment

Enrollment means that the Purchaser has submitted his/her registration package to IMEP which has accepted it, and has provided the tuition fees in accordance with the payment terms agreed upon by the Purchaser and IMEP.

When accepted by IMEP, enrollment is considered firm and irrevocable.

It entails full and unconditional acceptance of the present General Terms and Conditions of Sale and the obligation to pay the course or courses to which the Purchaser is registering.

## Article 4. - Continuing Vocational Training

Purchasers who are entitled to a partial or complete financing of their education under Continuing Vocational Training (*formation professionnelle continue*) provisions

must request a quotation from IMEP and submit their application to the competent body within a timeframe ensuring them a response before enrollment at IMEP.

Once the registration is effective, the Purchaser cannot invoke under any circumstances refusal of financial aid to cancel their registration.

Any financial aid involving the payment of all or part of the tuition fees by a third-party organization must be subject to an agreement between IMEP and said organization.

In all cases, including in the event that financial aid is granted, the Purchaser must provide IMEP with a deposit check covering the entire amount financed by Continuing Vocational Training aid. This deposit will be returned to the Purchaser upon actual payment by the third-party organization.

## Article 5. - Execution of the training and contract resolution

Save where expressly provided otherwise, the courses take place on IMEP premises or in their immediate vicinity and from the first to the last day of the school year, as defined each year in the schedule given to the Purchaser, who may not invoke late arrival or early departure to request a reduction in their tuition fees.

In the event of failure by IMEP to meet its execution obligations during a period lasting at least 30 consecutive days, the Purchaser can cancel the contract under the conditions stipulated in articles L.216-2, L. 216-3 and L. 216-4 of the French Consumer Code, by registered mail with acknowledgment of receipt or in writing on another durable medium if, after sending by the same means an order requiring IMEP to carry out its training program within a reasonable additional period of time, the latter has failed to do so within this period.

The contract is considered terminated upon reception by IMEP of the letter or written document informing it of such cancellation unless it has fulfilled its obligations in the meantime.

In the event of termination under the above conditions, the sums paid shall be reimbursed in accordance with the legal provisions in force. In the absence of such legal provisions, IMEP will reimburse the Purchaser on a pro rata basis for the hours of training that have not been given on the date of resolution.

## Article 6. - Purchaser's obligations

The Purchaser agrees to comply to the internal regulations of the school, or to ensure that the registered minor over whom he/she exercises legal guardianship complies to said regulations. In the event of a serious breach, the Purchaser will receive a warning by e-mail and by registered mail with acknowledgement of receipt.

If the issue is not repaired or corrected as soon as possible, IMEP may expel the registered person and immediately cancel the contract to the wrongs of the Purchaser. IMEP will keep the tuition fees remaining as of the date of the cancellation as damages, without prejudice to the reimbursement of possible damage to property attributable to the Purchaser or registered person.

## Article 7. - Right of withdrawal

The Purchaser is informed that the provisions of Articles L221-1 to L221-28 of the French Consumer Code relating to the right of withdrawal do not apply, the sale being concluded neither at a distance, nor following a phone solicitation, nor off-premises.

## Article 8. - Cancellation of registration

In the event of cancellation by the Purchaser notified in writing to IMEP no later than midnight on the day before the start of the school year, any amount paid will be refunded to the Purchaser, after deduction of the deposit, which remains acquired for IMEP.

From the first day of school, all registrations are final, and no reimbursement shall be made in the event of cancellation by the Purchaser, whatever the reasons.

However, and as an exception to the above, the Purchaser will be fully reimbursed (on presentation of written proof) in the following two situations, except for 75€

which IMEP will keep as covering of administrative costs:

- failure in the baccalaureate (or equivalent) during the session immediately preceding the school year concerned by registration;
- refusal of Student Visa issue for non-EEA or non-Swiss nationals.

## Article 9. - Price

Prices are firm and fixed. Save where expressly provided otherwise, prices of the training courses are those figuring in the catalogue at the day of registration.

They are in the lawful currency and include all taxes.

## Article 10. - Payment

Unless otherwise stipulated in the Special Terms and Conditions, payment of the price shall occur upon registration. Registrations will not be considered until full payment is received.

Payment shall be made as follows, at the Purchaser's option in a single installment and in full, or in four installments without fees:

### 1. Payment in a single installment

Payment by check or bank transfer must be received by IMEP before courses start. If payment is made by check, the check will not be cashed before July 15<sup>th</sup>, unless expressly requested by the Purchaser.

### 2. Payment in 4 installments

Payment with four checks, respectively cashed on July 15<sup>th</sup> (or upon reception if registration occurs after July 15<sup>th</sup>), October 15<sup>th</sup>, November 15<sup>th</sup>, and December 15<sup>th</sup>.

Whatever method of payment is chosen, a deposit of 800€ will be retained by IMEP in the event of a cancellation according to the terms stipulated in Article 8 above.

## Article 11. - Intellectual property

All original documents, course materials, original scores, given to the Purchaser shall remain the exclusive property of IMEP, sole owner of the intellectual property rights on these documents.

The Purchaser undertakes to make no use of these documents that may infringe upon the intellectual or industrial property rights of IMEP and agrees not to disclose them to any third party.

## Article 12. - Competent jurisdiction

All disputes to which the purchase and sale operations concluded in application of these General Terms and Conditions of Sale could give rise, concerning their validity, interpretation, execution, termination, consequences and repercussions, which could not have been amicably resolved between IMEP and the Purchaser, shall be submitted to the competent courts under the conditions of common laws.

To define the competent jurisdiction, IMEP takes up residence at 7 rue Emile Dubois, 75014 Paris.

## Article 13. - Language of contract

The present General Terms and Conditions of Sale are written in French. In the event that they should be translated into one or more foreign languages, the French text only would prevail in the case of a dispute.

## Article 14. - Mediation

The Purchaser may refer the dispute to conventional mediation, in particular with the French Consumer Mediation Commission or with existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g. conciliation) in the event of a disagreement.