



TERMS AND CONDITIONS OF SALE

Preamble

Founded in 1951 by universities and local authorities in the region, Boulogne-sur-Mer Langues et Cultures, a non-profit organisation governed by the French law of 1901, hereinafter referred to as 'BMLC', has its registered office at the University Centre at 21 rue Saint Louis - BP 774 - 62327 Boulogne-sur-Mer Cedex.

Specialising in teaching French as a Foreign Language (FLE), BMLC is registered in the Register of Companies and Establishments under Siret number 307 584 698 00046 / APE 8559B.

Boulogne-sur-Mer Langues et Cultures is registered for its continuing professional training activities under number 31620221062.

Article 1 – Purpose

The purpose of these General Terms and Conditions of Sale is to define the conditions under which BMLC provides its services falling within the scope of Article L 900-2 of the Labour Code or any related service, for a company, institution or individual applicant (hereinafter referred to as the 'client').

Unless otherwise expressly agreed between Boulogne-sur-Mer Langues et Cultures and the client, these terms and conditions shall prevail over any other document, in particular the general terms and conditions of purchase of the company or institution, which shall not be enforceable against BMLC.

Article 2 – Quotation and acceptance of the training offer

The training services provided by BMLC are carried out in accordance with the client's order. The content of the service and all specific conditions are detailed in advance in a proposal submitted to the client, which constitutes an offer of service.

The client acknowledges that signing the quotation constitutes an order and acceptance of the offer, as well as their full and complete acceptance of these General Terms and Conditions of Sale.

Article 3 – Contractual documents

Except in cases of force majeure, within 8 days prior to the training, a document relating to the organisation of the service (confirming in particular the dates, times and location of the training) shall be sent to the client, who shall be responsible for notifying the beneficiary(ies).

At the end of the training, BMLC shall draw up a training certificate and send it to the client.

Article 4 – Accessibility for persons with disabilities

The training organisation has appointed a representative responsible for welcoming and providing specific support to people with disabilities.

It is the responsibility of all beneficiaries with disabilities to disclose their situation at the time of registration. BMLC undertakes to seek any possible adaptation of the service, within the limits of reasonable adjustments that can be made.

Article 5 – Postponement or cancellation of a training session by BMLC

BMLC reserves the right to cancel or postpone scheduled training sessions, particularly for educational reasons or in cases of force majeure.

In such cases, the client will be notified at least one week before the start of the training course, except in cases of force majeure, and will therefore not be entitled to any compensation.

However, the training organisation undertakes to contact the client as soon as possible to propose new dates for the training course or a similar course.

Article 6 – Cancellation of a training session by the client and withdrawal

All customers who are natural persons have a withdrawal period of 14 days after submitting their registration request if the contract was concluded remotely or outside of business premises pursuant to Article L221-8 of the French Consumer Code, without having to provide a reason or pay a penalty. The customer may exercise their right of withdrawal by sending, before the expiry of the period, the withdrawal form attached to the General Terms and Conditions of Sale, for the attention of BMLC.

BMLC will refund any sums paid by the customer corresponding to the part of the training session not completed.

Any cancellation of a training course initiated by a corporate client must be communicated in writing to the training organisation. Depending on the notice period, a flat fee will be charged to the client.

In the event of cancellation or postponement of the training course:

- on the day of the training course: the full amount of the order will be charged to the client.
- between the day before and the 7th calendar day preceding the training course: BMLC will charge the client a flat fee of 75% of the initial order, with a minimum of £150.
- between the 8th and 20th calendar day prior to the training course: BMLC will charge the customer a flat fee of 50% of the initial order, with a minimum of £100.
- Before the 20th calendar day preceding the training course: BMLC will charge the customer a flat fee of £75 for administrative costs.

Unless otherwise agreed between BMLC and the customer, in the event of the absence of a registered participant or withdrawal during the training course, the full training costs will be charged to the customer.

Article 7 – Invoicing and payment terms

Training courses or services are invoiced 50% in advance before the service begins. The balance is invoiced at the end of the service. If the training courses or services last longer than two months, a 20% advance payment is invoiced before the service begins and BMLC issues an interim invoice at the end of the first month. The balance is invoiced at the end of the service. Invoices are sent to the client or their paying agency.

Advance payments are due upon signature of the contract (quote/training offer or registration form) or at the latest 15 calendar days before the start of the service. Each interim invoice or balance for the service is payable at the latest on the due date, i.e. 15 days from the invoice date.

In the event of late payment, penalties equal to three times the legal interest rate in force on the date of the order, as well as a fixed compensation of 50 euros for recovery costs, shall be payable automatically without prior notice.

The limitation period for the recovery of any sums owed to the training organisation shall run from the date of issue of the invoice concerned.

Article 8 – Confidentiality and Intellectual Property

It is expressly agreed that any information disclosed by BMLC in connection with or during the training course shall be considered confidential and may not be disclosed to third parties or used for any purpose other than the training course without the prior written consent of BMLC. BMLC shall retain exclusive ownership rights to all information disclosed by BMLC, regardless of its nature, medium or method of communication, in connection with or during the training course.

Consequently, the client undertakes to keep the information in a secure location and to apply at least the same level of protection to it as it normally applies to its own information.

Article 9 – Protection of personal data

The customer's personal data is processed by BMLC strictly for the purposes of executing, managing and monitoring the contract governed by these general terms and conditions of sale. All individuals have the right to access, rectify and erase their data, to data portability, and to restrict and object to the processing of their data. Data subjects may exercise their rights directly with BMLC by writing to the following address: contact@bmlc.fr.

Article 10 – Disputes and competent jurisdiction

Any requests for information about these General Terms and Conditions of Sale or complaints about the performance of a service must be addressed to BMLC.

BMLC and the client undertake to make every effort to resolve any disputes relating to the performance of the training service amicably. In the event of a dispute and in the absence of an amicable solution, the competent court shall be that of the registered office of Boulogne-sur-Mer Langues et Cultures.