

General Terms and Conditions of Sale

Article 1 - Registration Procedures

- 1.1. Each registration is preceded by a preliminary interview to validate the prerequisites for the training, within 8 days following the registration request.
- 1.2. The number of learners per training cycle is intentionally limited to 14 participants in person and 14 online. Registrations are processed in the order they are received, subject to the completeness of the file, which includes the interview and the administrative and financial parts.
- 1.3. Registration is for the entire training cycle. The full fee is due for any training once commenced.
- 1.4. Registration is formalized and validated by signing a convention if the learner is sponsored by an OPCO (“Opérateur de Compétences”), or by a quote.

Article 2 – Payment Terms

- 2.1. Any registration for a training cycle with a fee equal to or exceeding €6,000 must be accompanied by a 30% deposit to secure entry into the training. The deposit is due upon receipt of the invoice from IFOD. The remaining balance is due before the end of the training, within 30 days following the invoice date.
- 2.2. In case of payment delay by a professional, penalties equal to three times the legal interest rate in effect will be automatically applied without the need for a reminder, as well as a fixed compensation for collection costs amounting to €40.
- 2.3. Combined registrations: a discount may be granted for simultaneous registration in two training cycles.

Article 3 – Cancellation or Rescheduling of Training by IFOD

- 3.1. IFOD reserves the right to change dates in case of major impediments. Any changes will be communicated to learners in advance.
- 3.2. If the number of learners for a training is deemed insufficient for pedagogical reasons (program not suited to the number of learners), IFOD reserves the right to postpone or reschedule the training. If rescheduling to a later date is not possible, IFOD will, if necessary, refund any amounts already paid.

Article 4 – Cancellation or Absence from Training by the Learner

- 4.1. In case of unjustified absence by the learner, IFOD reserves the right to offer a rescheduling to another session, provided that the rescheduling is not possible if the session has already started. If the learner refuses a rescheduling proposal from IFOD, the original training fee remains fully payable by the learner.
- 4.2. Without prejudice to the right of withdrawal provided in Article 6 of these General Terms and Conditions,

any cancellations must be made by email or letter to IFOD.

4.3. In case of cancellation at least 15 days before the start of the training, 50% of the fee remains due. In case of cancellation less than 15 days before the start of the training, the full fee is due to IFOD.

4.4. In case of absence or cancellation due to health reasons, and upon submission of a medical certificate, the learner may request a rescheduling of the training or a refund.

Article 5 – Personal Data

5.1. As part of the relationship between the learner and IFOD, IFOD may collect telephone data. The learner is informed of their right to register on the BLOCTEL list (<https://www.bloctel.gouv.fr/>) to oppose telemarketing.

5.2. IFOD processes personal data necessary for the execution of the various contracts for the purposes of the entrusted missions. The nature of this data, the description of its processing, and the related obligations are available on IFOD's website on the privacy [policy](#) page.

Article 6 – Right of Withdrawal

6.1. If the registration for training is made under a professional training contract, the learner has a right of withdrawal of 10 days from the date of registration. The learner may exercise their right of withdrawal by registered letter with acknowledgment of receipt addressed to IFOD's headquarters (7 rue d'Astorg – 75008 PARIS), with the postmark serving as proof, or by email. Exceptionally, during this 10-day withdrawal period, no amount may be demanded from the learner.

6.2. If the registration is made by a consumer within the meaning of the French Consumer Code, the learner has a right of withdrawal of 14 days from the date of signing the convention or quote. The learner may exercise their right of withdrawal under the conditions mentioned in the information notice in Annex (1) by sending the standard withdrawal form provided in Annex (2) by postal mail to IFOD's headquarters (7 rue d'Astorg – 75008 PARIS), with the postmark serving as proof, or by email to infos@ifod-cie.fr. If the learner has expressly requested the service to begin before the end of the withdrawal period, the learner must pay IFOD, in the event of exercising their right of withdrawal, an amount corresponding to the service provided up to the communication of their decision to withdraw, proportionate to the total price of the service agreed in the convention or quote. The right of withdrawal cannot be exercised if the service provided by IFOD has been fully executed before the end of the withdrawal period and its execution began after the learner's express prior agreement and express waiver of their right of withdrawal.

Article 7 – Intellectual Property

7.1. The documents (paper and/or digital) provided to the learner, as well as the tools and methodologies used by IFOD, are and remain the property of IFOD.

7.2. IFOD holds the intellectual property rights or usage rights on elements accessible on the site such as images, logos, icons, and software.

Article 8 - Confidentiality

8.1. The learner agrees to consider all information, documents, applications, methods, and know-how provided by IFOD or learned during the service as strictly confidential.

Article 9 – Liability

9.1. Except in cases of gross negligence or willful misconduct by IFOD, IFOD's liability towards the learner shall not exceed the total amount paid by the learner for all claims arising from or related to the training. IFOD's liability will not be engaged if such liability is related to: (i) any failure by the learner to fulfill their obligations under these General Terms and Conditions, or (ii) a force majeure event as defined in Article 1218 of the French Civil Code.

Article 10 – Miscellaneous

10.1. The learner further acknowledges having reviewed the quote containing information on the essential characteristics of the services, their price, the duration of the training, training dates, and the right of withdrawal, this separate document forming a whole with these General Terms and Conditions, which the learner accepts.

Article 11 – Complaints

11.1. Any complaints from the learner should be sent by postal mail to IFOD's headquarters (7 rue d'Astorg – 75008 PARIS) or by email to infos@ifod-cie.fr. In case of ongoing disagreement or absence of response within one month, in accordance with the French Consumer Code, the learner will have the option to refer the matter free of charge to the Consumer Mediator, whose contact details are as follows: National Association of Mediators (ANM): either by mail to 2 rue Colmar 94300 Vincennes, or by email by filling out the online referral form at www.anm-conso.com.

11.2. In the absence of an amicable agreement, any dispute or contestation concerning these General Terms and Conditions, whether regarding their validity or interpretation, will be under the jurisdiction of the courts of Paris if the learner is a professional, and under French courts if the learner is a consumer.