



Conditions for the sale of our courses

These conditions of sale apply to all the courses given by Haute-Vienne Formations (« HVF »).

Any reservation on one of our courses constitutes your acceptance of these conditions of sale.

Reservation

You can reserve a place on our courses in advance by contacting HVF and leaving your contact details, the course, course reference, date and number of places to be reserved. All reservations must be completed with written confirmation.

It is necessary to respect the required level in order to fully benefit from our courses.

Enrolment

Enrolments must be made via an order form and/ or an information form which should be duly completed and returned either by post or email to Alain Rio, the manager of HVF.

The information form must contain the following information:

- Contact details for your society, the person responsible for your file and invoice address if different.
- Email or complete postal address featured on the student's letter of invitation, if different from the main address.
- Surname and first name of the student(s)
- Name or HVF reference of the course
- Course dates
- Total amount of the order
- If the course is being funded by an accredited employee benefit body (OPCA), the notification of its name, membership number and file number. The accord with the OPCA must be transmitted to us before the first day of the course; otherwise the client will be invoiced for the entire course.



Convocation

The enrolment is registered as soon as the order form and/ or an information form are received. An invitation letter is systematically sent to the enrolled students. In the absence of a valid email address, the invitation letter is transmitted to the person in contact with our sales services.

Cancellations

The client must notify HVF of any cancellation or postponing of the enrolment in writing.

Any cancellation made more than 14 calendar days before the beginning of the course will not be invoiced.

A cancellation made between 14 and 7 days before the beginning of the course will result in an invoice for 50% of the course costs.

A cancellation made less than 7 days before the beginning of the course will result in an invoice for the entire cost of the course.

Concerning the company, HVF reserves the right to cancel a course in the case of insufficient numbers, problems with providing the necessary course materials or technical problems. In the event of a cancellation, students will be informed at least one week before the beginning of the course and new dates will be proposed.

Course materials

The use of the documents given in lessons is subject to articles 40 and 41 of the law of 11 March 1957. "Any presentation or reproduction, in whole or in part, without the consent of the author or his successors in title is unlawful". Article 41 of the same law only allows "copies or reproductions strictly reserved for the private use of the copier and not intended for collective use" and "analyzes and short quotations, provided that the name is clearly indicated. author and source". Any representation or reproduction, by any process whatsoever, not respecting the legislation in force would constitute an infringement punishable by articles 425 and 429 of the penal code.



Non- solicitation

The client and the student agrees not to solicit or to recruit either the trainer carrying out the service, or any other person at HVF with whom he/ she has come into contact in the scope of the course. This agreement is valid for the 12months following the end of the course. This applies to employed HVF staff as well as temporary trainers, self-employed trainers, sub-contractors, independent and contracted trainers.

Liabilty

HVF agrees to undertake its training services to the best of its ability, with all competence which it possesses, in the context of an obligation of means.

HVF's liability can only be incurred on the proven and exclusive fault of HVF.

HVF disclaims responsibility for any objects or personal effects belonging to clients and/ or students as well as for any damages caused to them.

HVF's liability cannot be incurred for any material or intangible damage consecutive to or otherwise, caused directly or indirectly by the services provided, such as financial or commercial prejudice, loss of clientele, damages to brand image, profit loss, loss of orders, whatsoever business disturbance, the loss or the total or partial destruction of clients files or any other action caused by a third party Without prejudice to the foregoing, in the event that HVF's liability is called into question in relation to its services, it is expressly limited to the cost already paid by the client for the service in question.

Course agreement

In order to facilitate the administrative process, HVF has put at your disposition the quote agreement and the invoice agreement. We can also send a course agreement on request.

Certification

The modalities and deadlines for the certificates are given on an indicative basis. HVF cannot be held responsible for any modification of deadlines or versions dictated by the editors on which the exams are dependent.



Invoicing

Our prices are established before taxes. Any course, once started, must be fully paid for.

In the case that the client's accredited employee benefit body (OPCA), for whatever reason does not reimburse the course or only partially reimburses it, the invoice will be charged to the client.

Conditions of payment

Our services are payable as soon as the invoice is received and without discount. To open an account, a deposit equal to 30% of the cost of the first course must be transferred at the moment of enrolment.

Payment deadlines

In the case that an invoice remains unpaid on its due date, the remaining debt shall automatically and without prior, formal notice, accrue interest at a rate of 2% per month, this clause not affecting the payable nature of the debt.

In the case of late payment, the client will owe HVF a compensation fee of a minimum of 40euros for recovery costs. (Article D.441-5 du Code de Commerce).

Attribution of powers

The contracts emitted by HVF are subject to French law. Any litigation occurring between HVF and the client, which cannot be settled amiably, shall be heard exclusively by the Court of First Instance of Limoges, if the amount is less than 4000 euros, and by the High Court of Limoges if the amount is superior, regardless of the base or residence of the client.