

General terms of sales

4.1 General clause

Enrolment in one or several Ducasse Education Programs implies that the student accepts the present General Terms of Sales without exception and commits to respect the Internal Rules of Ecole Nationale Supérieure de Pâtisserie (located at Château de Montbarnier, 43200 YSSINGEAUX and hereinafter referred to as "ENSP", "Ducasse Education" or "DE"), available upon request.

4.2 Purpose

These General Terms of Sales are applicable to DE programs delivered for serious enthusiasts, culinary, pastry & hospitality students, professional beginners or practicing chefs at its own locations or in a designated location. The content, form and fees as well as planning of this program are deemed active from the time of enrolment. The present general terms of sale and the enrolment form, the detailed program and fee constitute the contract between the student and the school.

4.3 Period of validity of the proposal

Unless otherwise stated, the proposal of ENSP is valid for a period of 30 days* from the date of the proposal.

4.4 Registration, payment procedures

Once his application has been accepted by the DE Admission Jury, the candidate will receive a written confirmation of acceptance and a registration packet. Final registration of the candidate will be then confirmed when DE receives a signed copy of this registration packet with the signed General Term of Sales and the requested down-payment within 30 days*. Without full reception of the signed documents and requested down-payment before the indicated date, DE reserves the right to cancel the reservation. A 30% down-payment is due to confirm the student's enrolment. The balance of the tuition must be paid during the training, and the total amount of fees is due before the end of the program.

All fees are payable in Euros only. Payment should be made by bank transfer. Fees include VAT. Students are required to pay all bank fees incurred when transferring funds. Any bank fee deduction on the global expected amount will be charged to the student. Students have the responsibility to ensure that the bank clearly indicates the student's name and the program on the transfer form.

4.5 Cancellation or deferment at the request of DE

DE reserves the exceptional right to cancel or postpone the program within 30 days* prior to the first day of the program in case of an insufficient number of participants. In the event of "force majeure – case of absolute necessity" or of a late cancellation of a participant leading to an insufficient number of participants, DE reserves the right to cancel the program. Applicants can then opt for the entire reimbursement of his payments or the deferment to another program date. Under no circumstances DE will pay the charges incurred by the cancellation of transportation tickets, accommodation or other charges paid by the applicant.

4.6 Cancellation or deferment at the request of a student

If for any reason, a registered student has to cancel his reservation, he shall be entitled to a refund of all payments made (less the application fee) if he gives written notice more than 90 days* prior to the first day of the program. Failing this condition, the following amount less the application fee will be charged to the student:

- 50% of the program price if the cancellation occurs between 90 and 60 days* prior to the first day of the program
- 100% of the program price if the cancellation occurs less than 60 days* prior to the first day of the program

Students registered in an DE program are entitled to request deferment to another program date only once without penalty, by providing a written justification at least 90 days* prior to the first day of the program. DE will accept this deferment provided that other courses similar to the one they have already registered are available. The maximum deferment date is within 12 months from the initial scheduled entry date. In the case of an accepted deferment, applicable terms, conditions and fees are those in force at the time of the deferment acceptance. In case of withdrawal or if a student fails to complete a program in its entirety for any reason, no refund or reduction in fees shall be made.

4.7 Rates

Applicable rates are the ones mentioned in the registration packet at the time of the candidate's registration. Rates include the fees of the program (tuition, training material, equipment and raw ingredients as listed in the registration packet), the application fee of 200€ and applicable taxes. Fees exclude transportation, accommodation, international health & liability insurances, visa and all other personal expenses.

4.8 Course Attendance

Attendance to each day of the course is compulsory. In case of major reason preventing course attendance, the student must notify DE as soon as possible before the day of absence, by telephone or e-mail. On his return, the DE chef instructor will evaluate if the student can join back the group without interfering the program.

4.9 Hours and location

Courses organization, hours and location of courses are defined in a timetable which is communicated to the students at the beginning of the program. This timetable can evolve during the program according to the service necessity, rooms' availability and DE internal organization.

4.10 Certificate

At the end of the program, certificates or diplomas will be delivered by DE to students who have successfully completed the examinations.

4.11 Intellectual and Industrial Copyrights

DE is the holder of all DE programs copyrights (documents, recipes, handbooks, software, material realizations ...etc.). Any reproduction, modification or disclosure to third parties, in whole or in part, of DE programs or documents is prohibited without the written permission of DE.

The applicant commits, during and after his training, not to use the name "Ducasse Education", "DE", "Ecole Nationale Supérieure de Pâtisserie" or "ENSP" as trademark, corporate name, sign, or any other use for any product or service, without any limit of time or geography. The applicant is allowed to use the name "Ducasse Education", "DE", "Ecole Nationale Supérieure de Pâtisserie" or "ENSP" to indicate that he has been following a program at DE.

4.12 Liability and insurance

As part of its training activity, DE has an obligation of means and not an obligation of results. Students are solely responsible for physical and/or material damages they may cause during the activities of the programs at DE. Therefore, each student must subscribe to an insurance policy covering damages done to him/her or caused by him/her. An insurance certificate 'civil liability' will be required. Under no circumstances DE is responsible for damages or loss of personal belongings of students. Health insurance is also mandatory during the entire duration of the program. It is the responsibility of the student to obtain it before starting the course. DE reserves the right to refuse a student in the program if he/she does not have both – civil liability and health - insurances. In the event of a "force majeure - case of absolute necessity" or events including, but not limited to, natural disasters, fires, strikes within or outside the Company, failures or breakdowns within or outside the Company, and in general any event preventing the satisfactory execution of the orders, DE disclaims all responsibility for any failure to fulfil its contractual obligations.

4.13 Visa requirements

Students who are not French citizens or permanent residents must comply at all time with the French immigration rules. We recommend you to obtain a long-term guest visa (**visa « visiteur longue durée »**) from the French Consulate in the student's country of residence before departure, so as to be able to follow the entire program, including the internship after the training course. After final registration, DE will send to the student an enrollment confirmation and certificate to request the visa. Each student must be in possession of all the necessary authorizations for the duration of the program upon arrival in France and is solely responsible for obtaining them. In case of visa denial, DE will apply the same refund policy as specified in article 4.6.

4.14 Personal Information

In accordance with French Law no. 78-17 of January 6th, 1978, relative to data processing and freedom, the information requested from students is necessary for the processing of the order and is solely for the use of DE. Each student has right of access to his information. Upon request, this information can be communicated to the student and, in the event of error of modification, can be rectified. The student can also prevent the communication of this information to any third party by making a request to DE in writing.

4.15 Applicable law - Litigation

The General Terms of Sales shall be governed by French law. In the event of any litigation in connection with the interpretation or performance of any of the statements of the General Terms of Sale and should DE and the student fail to come to an amicable agreement, the case shall be referred to the Pontoise Commercial Court.

Name:

Date:

Signature, preceded by the words "read and approved":