



# Ecole Nationale Supérieure de Pâtisserie

## General terms of sales

### **General clause:**

Enrolment in ENSP's International Pastry Programs implies that you accept the present conditions and that you respect the rules of the Ecole Nationale Supérieure de Pâtisserie (**E.N.S.P.**). Therefore, no conflicting, additional or modified clause can be set against the school unless the administration has expressly agreed to it.

### **Purpose:**

The E.N.S.P. organises the achievement of the International pastry programs qualification on its premises or in appropriate place. The content, the form, the fees as well as the planning of this diploma are deemed in force from the time of enrolment. The present general conditions, the enrolment file signed by parties, the syllabus and the fee constitute the contract between the student and the school.

### **Objectives of the training:**

To allow each student to learn or improve in the craft of pastry in order to deepen his/her knowledge and acquire a high level of qualification.

At the end of the course, the International diploma is delivered by the Ecole Nationale Supérieure de Pâtisserie to the students having passed successfully the final examination. The teaching methods and the program are designed to allow the students to succeed in every subject.

### **Audience:**

The courses are intended for persons residing both in France and abroad.

The International Pastry Programs are especially adapted to beginners and/or to pastry professionals.

### **VISA Requirements:**

Persons, who are not French nationals or permanent residents, must comply at all times with the French immigration rules.

If you wish to do an internship after your training at the E.N.S.P., we recommend you to obtain a long term guest visa (**visa « visiteur longue durée »**) from the French Embassy/Consulate in your country.

Upon acceptance of the application, the school will send a confirmation of enrolment to the student which will be used for visa purposes. The applicant is solely responsible for obtaining all required authorizations for the duration of the program upon his/her arrival in France.

### **Liability and insurance:**

The trainee is solely responsible for corporal and/or material damages caused by him/her within the context of the training in the school. Therefore, each student must be in possession of an insurance policy that covers damages done to him or caused by him.

Under no circumstances can the School be held responsible for damages or for loss of personal objects brought by students.

An insurance certificate 'Civil liability' will be required.

### **Intellectual and industrial copyrights:**

The school retains the possibility to use trainees' pictures for pedagogy materials or to illustrate programs and booklets.

The applicant commits himself/herself, during and after his/her training, not to use the name « Ecole Nationale Supérieure de Pâtisserie » or « E.N.S.P. » as trademark, corporate name, sign, or any other use for any product or service, without any limit of time or geography.

### **Nominative information:**

In accordance with law no. 78 17 of 6 January 1978 relative to data processing and freedom, the information requested from the Client is necessary for the processing of the Client's order and is solely for the use of the E.N.S.P. The student has right of access to the information concerning it. Upon request, this information can be communicated to the student and, in the event of error or of modification, can be rectified. The student can also prevent the communication of this information to any third party by making a request to the E.N.S.P in writing.

### **During the course of the training:**

The courses are taught in English. It is recommended that trainees have some solid knowledge of English.

The School obligation regarding its training is an obligation of means, not an obligation of result.

The course takes place in our classrooms and laboratories and treats the following subjects:

- Study of theory and technique, with pedagogical supports especially conceived for each program.
- Course demonstration and explanation by the instructor.
- Organization, setting up, and complete realization of the products by trainees, individually or in groups.
- Synthesis of the methods that were applied and of the products that were created.
- Presentation and tasting.
- Commercial analysis and price study.



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### **Payment - penalty:**

In case of total payment of the expenses of the training course before the beginning of the course with the registration form duly filled and signed, the registration will be validated by return of mail.

In case of payment of the deposit (40% of total amount of fees) 90 days before the beginning of the course with the registration form, the confirmation of the registration will be validated by return of mail subject to the payment of the balance of the total fees at the latest 1 month before the first day of the course.

In case of late registration (less than 40 days before the beginning of the course) and subject to the availability, the totality of fees will be due at the time of registration.

The expenses are fulfilled only in Euro.

They can be made in cash, by bank transfer or by credit card.

All students are liable to pay the VAT .

If a candidate does not fulfil the conditions, the school reserves the right to refuse his/her admittance.

In this case, his / her registration form will be returned as well as the deposit, after deduction of administrative fees (200 €). The Certificate or the Diploma will be delivered only after full payment of the Tuition.

### **Adjournment:**

Every candidate registered on an International Pastry Program can ask for an adjournment of training course, without penalty, provided that his request is made in writing 1 month prior to the beginning of the course.

This adjournment is accepted subject to the organization by the school of the other sessions during the academic year which follows the request of adjournment.

In this case, the applicable expenses of the training course will remain identical to that of the time of deposit.

The maximal duration of adjournment is valid one academic year starting from the date of the initial request. The paid deposit or the totality will be retained by the school in compliance with the expenses of the session of adjournment.

### **Cancellation at the request of a student:**

A candidate registered, who cancels in case of “**force majeure – circumstances beyond his/her control**” in writing 3 months before the first day of the course, will be entirely refunded less the deposit of 200 € ( administration fees).

If you cancel from:

- **1 to 3 months** before the class begins, you will be charged 50 % of the full tuition fees.
- **Less than 1 month** before the class begins, you will be charged the full tuition fees.

In all other cases, the request for cancellation cannot be accepted and no refund will be made.

### **Cancellation at the request of the school:**

The E.N.S.P disclaims all responsibility for any failure to fulfil its contractual obligations in the event of a **circumstances beyond its control**, but not limited to, 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. In case of cancellation by the school except the cases of **circumstances beyond its control**”, caused by a third party or an independent matter, the E.N.S.P. will try to postpone and will inform all the students of its decision. Otherwise, the school will reimburse the totality of the payment. The school reserves the right to postpone the session, in the case where the number of registered participants would be lower than 8 in a classroom. The school will not support any charges engaged by the student. (Airplane Ticket, etc.)

It is recommended to take all the necessary measures, (cancellation insurance).

### **Applicable law - litigation:**

The General Terms of sale shall be governed by French law. In the event of any litigation in connection with the interpretation or performance of any of the provisions of the General Terms of sale and should the E.N.S.P and the student fail to come to an amicable agreement, the dispute shall be referred to the le Puy-en-Velay court of Law.

I acknowledge having read and agree to the General Terms of Sale of ENSP.

Date :

Name :

Signature :