

GENERAL TERMS AND CONDITIONS OF SALES

General clause:

Enrolment in C.A.P.¹ / C.C.A² implies that you accept the present conditions and that you respect the rules of the Ecole Nationale Supérieure de la 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 C.A.P. / C.C.A 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 course program and the fee constitute the contract between the student and the school.

Objectives of the training:

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

At the end of the course, the C.A.P / C.C.A diploma is delivered by the Education Nationale – Académie de Clermont-Ferrand - 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 C.A.P courses are intended for persons residing in France and the C.C.A courses are intended for persons residing abroad.

These programs are especially adapted to beginners.

VISA Requirements:

Persons who are not French nationals must be up to date and in order regarding 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 receiving the enrolment form, the school will send you an enrolment confirmation and an attestation that will allow you to obtain a visa.

The applicant commits himself/herself to be in possession of all the necessary 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.

¹ Certificat d'Aptitudes Professionnelles

² Certificat de Compétences Académiques

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 la 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 and without the express agreement of the board of the E.N.S.P.

Nominative information:

In accordance with the French 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 student'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 written request to the E.N.S.P.

During the course of the training:

The courses are taught in French. It is recommended that trainees have some basic knowledge of French and/or 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,...

Payment - penalty:

In case of the total payment of the training courses' expenses have occurred one month before the beginning of the courses, the registration will be validated by return of mail. A down payment of 40% is due upon the acceptance of your application. The balance is due one month before the beginning of the courses. Full payment is required to finalise your enrolment. Payment arrangements can be set on request.

In case of late registration (less than 40 days before the beginning of the lesson) and subject to the available funds of places, the totality of expenses will be due to the registration.

The expenses of course are fulfilled only in Euro.

They can be made in cash, by check, by mandate or by bank transfer.

The students living in a foreign country and who come individually, have not to settle the VAT.

If a candidate does not fill the conditions, the school reserves the right to refuse its admittance.

In that case, his or her registration form will be restored to him / her as soon as possible, of as well as the paid deposit, under deduction of set-up fees, which remain acquired at the school, and which amount to the 200 € sum.

Adjournment:

Every candidate registered on C.A.P / C.C.A program can ask for an adjournment of training course, without penalty, provided that his demand is made in writing beforehand 1 month before the beginning of the courses.

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

In this hypothesis, the applicable expenses of training course will stay those current in the date of reception of the demand of transfer.

The maximal duration of adjournment is for one academic year as from the date of initial comeback. The paid sum (deposit or totality) will be kept by the school in conformance 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” in writing 3 months before the first day of the courses, will be entirely paid off of the deposit except 200 € kept for the administration fees.

If you cancel from 1 to 3 months before the class starts, you will be charged 50 % of the full tuition fees.

If you cancel less than 1 month before the class starts, you will be charged the full tuition fees.

In all other cases, the demand of cancellation cannot be accepted and no refund can 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 force majeure or chance event, including, 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 of one of the C.A.P / C.C.A session, except the cases of “force majeure”, caused by a third party or an independent matter, the E.N.S.P. will try to postpone the C.A.P / C.C.A session and will inform all the students. Otherwise, the school will pay back the trainee if the totality of the payment has been done. The school reserves itself the right to postpone the session, in the hypothesis where the number of registered participants would be lower than 8.

Applicable law - litigation:

The General Terms shall be governed by French law. In the event of any dispute in connection with the interpretation or performance of any of the provisions of the General Terms 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.