



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **CATALOGUE TRAINING COURSES**

#### **1. Purpose**

These General Terms and Conditions of Sale (GTC) govern the continuing professional training services provided by ACT SOLUTIONS LUX SARL (hereinafter referred to as the “Service Provider”) to its clients (hereinafter referred to as the “Client”) and/or training participants (hereinafter referred to as the “Participant”).

Any registration for a training course implies unconditional acceptance of these GTC.

#### **2. Registration**

Registration for a training course shall be considered firm and final upon receipt of the corresponding payment, unless expressly agreed otherwise by the Service Provider.

In the absence of payment within the timeframe set out in Article 4, the Service Provider reserves the right to allocate the place to another participant.

#### **3. Prices**

Training course prices are expressed in euros (€), excluding VAT.

The applicable VAT shall be that in force in the Grand Duchy of Luxembourg on the date of invoicing.

Unless otherwise stated, the Service Provider’s travel, accommodation and catering expenses are not included in the training course price.

#### **4. Payment Terms**

Unless otherwise agreed, invoices are payable upon receipt.

In order to guarantee participation in the training session, payment must be made no later than five (5) working days prior to the start of the training.

The training session shall be deemed closed for payment after this deadline. In the absence of payment within the required timeframe, the Participant’s attendance may not be maintained, unless exceptionally and expressly accepted by the Service Provider.

In such case, the Service Provider reserves the right to refuse access to the training without this giving rise to any compensation or indemnity.

## **5. Cancellation by the Client**

Any cancellation must be notified in writing.

Registration for a training course shall be considered firm and final upon receipt of payment.

However, the Client may cancel its registration in writing, subject to the following conditions:

- more than 10 working days prior to the start of the training: full refund;
- between 5 and 9 working days prior to the start of the training: 50% of the training price shall be invoiced;
- less than 5 working days prior to the start of the training: 100% of the training price shall be invoiced.

Any training course commenced shall be due in full, including in the event of absence, partial attendance, withdrawal or early termination for any reason other than duly recognised force majeure.

A Participant may be replaced up to 48 hours before the start of the training, provided that the Service Provider is informed in writing.

Administrative fees of €50 (excl. VAT) may be charged.

## **6. Postponement or Cancellation by the Service Provider**

The Service Provider reserves the right to postpone or cancel a training session in the event of force majeure or an insufficient number of Participants.

In such case, the Client may:

- either postpone its registration to a later session;
- or obtain a refund of the amounts paid.

## **7. Training Adequacy**

The Client acknowledges having reviewed the training programme and ensuring that it is suitable for the Participants' needs.

The Service Provider shall not be held liable for any inadequacy of the training content with regard to the specific expectations of the Participant.

The training courses provided are of a purely educational and general nature and shall not constitute individual legal, tax or accounting advice within the meaning of a professional advisory engagement.



The Service Provider shall not be held liable for decisions taken by the Client or Participant on the basis of the information provided during the training, nor for the operational use of the materials provided.

## **8. Intellectual Property**

Training materials provided to Participants remain the exclusive property of the Service Provider.

They may not be reproduced, distributed or used without prior written authorisation.

It is strictly prohibited to record, film or broadcast all or part of the training sessions without the prior written consent of the Service Provider.

## **9. Liability**

The Service Provider is bound by an obligation of means in the implementation of the training services.

Its liability is limited to direct damages and shall not exceed the total amount received in respect of the training concerned.

## **10. Complaints**

Any complaint must be submitted in writing within eight (8) calendar days from the end date of the training.

## **11. Training Provided on Behalf of Third Parties**

Where training is provided on behalf of a third-party organisation, the contractual conditions binding such organisation to the end Client shall prevail.

In such case, the Service Provider shall act solely as a pedagogical subcontractor.

## **12. Data Protection**

Personal data collected as part of the registration process are processed in accordance with Regulation (EU) 2016/679 (GDPR).

## **13. Applicable Law and Jurisdiction**

These GTC shall be governed by the laws of the Grand Duchy of Luxembourg.

Any dispute relating to their interpretation or performance shall fall under the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg.