# **ORDER FORM** Open training course 2020



COURSE NAME, LOCATION & DATE	Number of hours	Quantity	Price
Humanitarian Project Cycle Management   e-learning   Oct. 29 to Nov. 26 2020	35	1	700 €
	TOTAL (in euros)		700 €

PARTICIPANT CONTACT DETAILS	
Full name :	Bioforce n° :
Address :	
Telephone : Email :	
	Signature of Participant
I declare having acknowledged and accepted all the terms and	

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conditions written page 2 of the present order form,.

Date : \_ \_ \_ \_ \_ \_

# **BILLING / FUNDINg**

<ul> <li>The participant covers the course fees</li> <li>The participant is registered with Pôle Emploi and asks</li> <li>Job seeker N° : Geographical area :</li> </ul>	for a « devis AIF »
The organisation below covers part of / all the course fe	ees
Name : Billing address : City :	
Amont covered : € If specific info is required on the invoice :	Signature, stamp of organisation
Contact in charge of the funding case Full name :	– Date :

> Please fill out and sign the order form and then send it to <u>session@institutbioforce.fr</u>
 > Upon receipt of the signed order form, your application will be reviewed within 10 days

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# 1. PURPOSE & FIELD OF THE CONTRACT

The purpose of these Terms and Conditions is to define the conditions of sale of a Bioforce Institute open training course to a Client.

#### 2. PREREQUISITES

Bioforce specifies the level required to attend the course on its website. The Client is required to make sure he/she meets the prerequisites of the chosen course. Bioforce can't be held responsible for possible inadequacy between the Client's capacity and the course.

# 3. FEES, DISCOUNT

3.1. The course fees is written on page 1 of the order form and on the Bioforce website, in Euros including all taxes. It covers the teaching costs and materials.3.2. Depending on the type of course, the Client can benefit from a discount if full payment is received at least 3 months before the course starts (see exact early bird payment deadlines on the website).

3.3. Client's meals and travel and accommodation costs are at his/her own expense.

# 4. **REGISTRATION**

4.1. Only online applications are accepted.4.2. An order form that must be filled out and signed is emailed to the Client. If his/her application file is positively assessed and subject to availability, he/she is pre-registered to the course. Registration

becomes effective upon payment of the full fees, before the payment deadline given to the Client. The Client will then receive a notification and all practical information related to the course.

4.3. Additional documents may be requested depending on the course.

# 5. PAYMENT & BILLING

Means of payment accepted are: cheques in Euros or wire transfers. The Client commits to cover all bank transfer fees (including intermediary bank charges). Invoices are issued in Euros at the latest the month following the course.

# 6. FUNDING FROM A PUBLIC THIRD PARTY (OPCO, PÔLE EMPLOI...)

6.1. When fees are covered by a public party, the Client commits to:

 ask for funding before the course starts and ensures completion of his/her funding application process;

- write the funding organization billing address on the order form on page 1;

- ensure the due payment of the fees.

6.2. If the organization only covers part of the course fees, the outstanding balance will be billed to the Client.

6.3. If the organization fails to pay for any reason whatsoever, the Client will be entirely responsible for the payment of the fees.

#### 7. SUPERVISION & TEACHING STAFF

Each course is designed by the teaching manager(s) in charge of the course theme and subject. Bioforce reserves the right to call upon consultants, independent or subcontractors, whether for reasons of recognition, technical skills, availability or location.

#### 8. COURSE NATURE & OBJECTIVES

According to the L.6313-1 article of the French Labour Code, open training courses fall in the category of actions intend to gain, maintain or improve professional skills.

#### 9. TECHNICAL RESOURCES

Depending on the type of course, the Client benefits from Bioforce's resources: e-learning platform, classrooms for practical work, access to the documentation center, specific material (vehicles, telecom kit, accounting software, etc.).

# 10. ASSESSMENT MODALITIES

Courses conclude with an exam which takes place at the end of the course. See Article 12 for level of recognition of the course.

Moreover, the Client fills out a self-assessment form at the start and at the end of the course.

# 11. COURSE MONITORING

Attendance sheets are signed by the Client and the trainer(s) for each half-day of course. They can be used to justify the proper execution of the course. **12. COURSE CERTIFICATES** 

At the end of the course Bioforce gives the Client a Certificate of Attendance. If the Client passes the final exam by getting a minimum grade of 10 out of 20 in the final exam, a Bioforce Grade Certificate is mail out to the Client.

# 13. COURSE GROUP SIZE

Course groups may vary between 6 and 28 participants depending on the type of course (on site or e-learning training).

The size of each course is decided in accordance with the course objectives and the teaching methods.

# 14. LEGAL WITHDRAWAL PERIOD

Starting from the date of confirmation of his/her enrollment, the Client has 14 calendar days to withdraw from the course. He/she must inform Bioforce in writing either by email or recorded delivery letter. In this case no amount will be charged to the Client.

# 15. CANCELLATION & REFUND POLICY

Any Client who is enrolled in a course may cancel his or her place. Cancellation must be cancellations must be received in writing only, by email or recorded letter.

#### 15.1. Cancellation fees

Bioforce charges a cancellation fee which varies depending on the date Bioforce receives the cancellation notice. The amount is defined as follows:

• 5% of the course fee will be charged if you cancel more than 60 days prior to the course start date;

10% of the course fee will be charged if you cancel

between 60 to 31 days prior to the course start date; • 50% of the course fee will be charged if you cancel between 30 to 15 days prior to the course start date;

• 100% of the course fee will be charged if you cancel less than 14 days prior to the course start date or after the course has started, or in case of "no show".

#### 15.2. Case of « force majeure »

If the Client cannot attend the course due to force majeure, his or her registration shall be cancelled and he will be eligible for a full refund of fees paid. Only the classes actually given shall be payable on a prorata basis to their value.

# 15.3. Visa refusal

15.3.1. If a Client informs Bioforce more than 30 days prior the course of his or her visa application being rejected, he or she will be eligible for a full refund of fees paid. Official proof of refusal must be provided.

15.3.2.. If a Client informs Bioforce less than 30 days prior the course of his or her visa application being rejected, a 100-euro administration fee will apply to his or her course fee refund. Official proof of refusal must be provided.

15.3.3. Not having received a decision from the visa authority or obtaining a visa <u>after</u> the start of the course does not qualify the Client for a refund as defined in articles 15.3.1 and 15.3.2. The Client must ensure that he or she enrolls in sufficient time to guarantee that a visa can be obtained in time.

# 15.4. Deferral request

If a Client wishes to postpone his or her enrollment, an appropriate request must be made to Bioforce 30 days prior to the original booked course. If his or her request is made less than 30 days prior to the original booked course, a 50-euro administration fee will apply. All deferments are subject to availability and at Bioforce's discretion.

### 15.5. Replacement

The Client may request to be replaced, free of charge, up to 7 days prior the start of the course. Replacements are considered on a case-by-case basis and require Bioforce's approval.

#### 16. CANCELLATION, RESCHEDULE BY BIOFORCE

16.1. Bioforce reserves the right to cancel or postpone a course. Bioforce shall not be further liable to the Client in respect of compensation or any costs or expenses the Client incurs or has incurred.

16.2. In the event of a cancellation, fees paid will be refunded in full.

16.3. In the event of a reschedule, should the Client not be able to attend the rescheduled course, he or she will be eligible for a full refund of fees paid.

# 17. ABSENCE DURING THE COURSE

Any absence must be notified to Bioforce staff, at least 24 hours in advance. In the event of prolonged or repeated absence, Bioforce reserves the right to not issue a certificate of Attendance to the Client with no refund given.

#### 18. AUTHORIZATION AND CONSENT TO USE PHOTOGRAPH OR IMAGE OR VOICE

The Client accepts his or her image and/or voice to be audio-recorded or videotaped during the course. He or she allows recordings to be used and broadcasted without limitation of time and place for purposes related to publicity, marketing campaigns and promotion of Bioforce.

In the event of a Client not giving his or her consent, he or she must inform Bioforce before the start of the course and any recordings.

#### 19. RULES AND REGULATIONS

The Client agrees to respect the internal rules and regulations of the training venue.

#### 20. INSURANCE

The health, accident and liability insurances are the responsibility of the Client who must contract an insurance covering the entire course period.

# 21. EVENT OF A DISPUTE

All registrations constitute acceptance of these general terms and conditions of sale. Any disputes arising out of, relating to or in connection with these conditions and terms, between the Client and Bioforce will be exclusively resolved by the French administrative court of Lyon.