

GENERAL TERMS OF SALE - GTS

English translation of the French "Conditions Générales de Vente" (CGV), provided for convenience.

■ PURPOSE AND SCOPE

These general terms of sale (GTS) set out the conditions under which PatrickJAYCommunications, as a training provider, sells training services as part of continuing professional education.

They apply whatever the client's own documents say, including its general terms of purchase, unless PatrickJAYCommunications agrees otherwise in writing. This applies whenever those clauses were communicated, and even if PatrickJAYCommunications does not object to them.

An exception accepted by PatrickJAYCommunications for one order applies to that order only.

PatrickJAYCommunications may change these GTS at any time. The GTS that apply are those given to the CLIENT and accepted by the CLIENT.

■ ORDERS: TERMS AND ACCESS TIMES

Any order for training means that the CLIENT accepts the training content as communicated on the website www.patrickjaycommunications.fr, in the training agreement, or in the teaching and financial proposal that the CLIENT holds.

Every order must be confirmed in writing by the CLIENT, using the registration form, the teaching and financial proposal, or any other document that can serve as an order. This document must be signed by the CLIENT's representative and carry the company stamp.

For in-house training, the service starts once the proposal is approved, following the schedule agreed by both parties and set out in section III.3 of the proposal.

For inter-company training, the service starts once the registration form is approved, on the date of the session chosen by the participant, provided the minimum number of participants is reached.

■ PRICES

Prices are given in a quote and/or in the online service catalogue of PatrickJAYCommunications, on the order form, and/or in the training agreement, and/or in the teaching and financial proposal (for in-house training). They are valid for three (3) weeks from the date of the proposal to the CLIENT.

Prices are stated excluding tax. VAT is added at the rate in force, which depends on where the training takes place.

■ INVOICING AND PAYMENT

Invoicing and payment terms are set out on the order form and/or the training agreement and/or the teaching and financial proposal. The invoice is issued at the end of the training session, or at the end of each module of a course cycle.

It is sent directly to the CLIENT. It may instead be sent to a training funding body, provided that body's agreement to pay is sent to PatrickJAYCommunications before the training starts. If the funding body fails or refuses to pay, PatrickJAYCommunications invoices the CLIENT directly after the training.

The price is generally payable in full on receipt of the invoice, with no discount for early payment. Any service that has started is due in full. Invoices are paid by bank transfer to the account shown on the invoice issued once the service has been delivered.

Any payment made after the due date may incur late-payment penalties, calculated at one and a half times the legal interest rate in force.

■ TRAINING NOTICE

A notice stating the exact place and times of the training is emailed to the CLIENT and/or the trainee in the two weeks before the training starts. The CLIENT is advised not to incur any costs (travel, accommodation) before receiving this notice.

For remote training (virtual classroom), the notice and the connection links needed to join the virtual room on the day are sent at the latest one week before the training. These links are personal and must not be shared with or passed on to another trainee.

PatrickJAYCommunications cannot be held responsible if recipients do not receive the notice, in particular if a trainee is absent from the training. If in doubt, the CLIENT must check that its trainees are registered and attend the training.

■ CANCELLATION BY THE CLIENT

To be valid, any cancellation must be confirmed in writing.

Except in a duly justified case of force majeure* (which does not include a heavier workload), a cancellation made fewer than 10 working days before the training starts is invoiced at 50% of the total cost of the course, as a fixed indemnity to cover costs incurred. A cancellation made fewer than 3 working days (72 hours) before the training starts, or the absence of a trainee from a course confirmed by a notice, is invoiced at 100% of the total cost of the course.

An invoice will be issued. It does not replace a training agreement.

The client company may replace the participant originally registered for an event, course or training with another participant from the company, by informing PatrickJAYCommunications beforehand.

■ CANCELLATION BY PATRICKJAYCOMMUNICATIONS

For all services, PatrickJAYCommunications reserves the right to change trainers, venue and/or dates if circumstances require it despite its best efforts.

PatrickJAYCommunications may cancel or postpone a training without compensation in a case of force majeure*, or if too few people have registered (fewer than 4) to ensure good teaching quality.

The CLIENT will be told of any cancellation or postponement before the training start date.

■ FORCE MAJEURE*

*Cases of force majeure are: decisions or acts of public authorities, social unrest, general or other strikes, riots, floods, fires and, more generally, any event beyond the control of PatrickJAYCommunications or the CLIENT that prevents them from meeting their commitments.

■ RESPONSIBILITIES

By taking part in a service or registering for a training, the participant or trainee agrees to follow the internal rules of the premises concerned. These rules are communicated to them and are available on the website www.patrickjaycommunications.fr.

PatrickJAYCommunications cannot be held responsible for any damage to, or loss of, personal belongings brought by trainees. It is for the CLIENT and/or the trainee to check that their personal and/or professional insurance covers them during the training.

■ CONFIDENTIALITY

All information (other than information available to the public) that PatrickJAYCommunications or the CLIENT learns of, or that is communicated by the other party or by a third-party client, before or during the contract, is strictly confidential. Neither party may disclose it.

To carry out the services, each party may share this information only with its employees and/or authorised subcontractors. Each party guarantees that its employees and/or subcontractors will respect this obligation.

Each party agrees to return (or destroy, at the other party's choice) this information and all copies within 5 working days after the end or termination of the contract or order form, on the other party's simple request. The parties are bound by this confidentiality obligation for two years after their contractual relationship ends.

■ PROTECTION OF PERSONAL DATA

In accordance with the law, and in particular the General Data Protection Regulation (GDPR) 2016/679, in force since 25 May 2018, PatrickJAYCommunications attaches great importance to protecting the personal data of its trainees, suppliers, partners and clients, of every visitor to its website www.patrickjaycommunications.fr, and more broadly of anyone whose personal data it may process.

It takes care to respect the rules that protect privacy and the processing of personal data.

■ COPYRIGHT

As part of its training, PatrickJAYCommunications provides documents and information in accordance with the rules in force and within the limits set by their authors.

The course materials given to trainees during the training do not transfer any intellectual property rights to the CLIENT, who receives only a limited right of use. These materials are for the CLIENT's own needs only. The CLIENT agrees not to reproduce or copy them, or allow them to be reproduced or copied, in any form, in whole or in part, in order to pass them to third parties, free of charge or for payment. Putting them online is strictly forbidden.

■ GOVERNING LAW AND JURISDICTION

French law alone applies. Any dispute about failure to respect these GTS, about the order or about the delivery of a training will first be discussed in order to find an amicable solution.

Any dispute that cannot be settled amicably falls under the exclusive jurisdiction of the Paris Commercial Court (Tribunal de Commerce de Paris), wherever the CLIENT is based or resides, even if there are several defendants or a third party is brought into the case.

This jurisdiction clause does not apply to a dispute with a non-professional client, for whom the legal rules on subject-matter and territorial jurisdiction apply. The clause is written in the interest of PatrickJAYCommunications, which may waive it if it wishes.

French law and European law on personal data protection apply to the relationship between PatrickJAYCommunications and the CLIENT.

Last updated: February 2026

GTS approved by Patrick JAY – Operations Manager