Formation Continue
Université de Strasbourg

UNIVERSITY OF STRASBOURG
Continuing Education Department
GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

The University of Strasbourg's Continuing Education Department (SFC-Unistra) is a vocational training organisation located at 21 rue du Maréchal Lefebvre, 67100 STRASBOURG (SIRET 130 005 457 00010).

SFC-Unistra develops, markets and delivers in-company and intra-company training courses, either face-to-face or via e-learning, hybrid learning (combining face-to-face and distance learning) or in the form of scientific training conferences, as well as support for Recognition of Prior Learning (RPL). Some of the courses lead to state-recognised vocational qualifications. All of these services are referred to below as training activities.

2. Purpose

These General Terms and Conditions of Sale apply to all the services listed in article 1 and dispensed by SFC-Unistra.

Placing an order, notably by sending in a registration form or a request for registration, an e-mail, a letter, a purchase order, a contract or an agreement, implies the client's full and unreserved acceptance of these general terms and conditions of sale. Any term or condition to the contrary, including but not limited to any general or special condition asserted by the client, shall not prevail over these terms and conditions, unless formally accepted in writing by SFC-Unistra, regardless of when it may have been brought to the client's attention. The customer undertakes to comply with these conditions :

- on a personal basis when the customer is an individual,
- and by all its employees, servants and agents when the customer is a legal entity.

The client also acknowledges that, prior to any order, the client has received sufficient information and advice from SFC-Unistra, enabling them to ensure that the services offered meet their needs.

3. Registration

Registration is by a duly completed registration form (for courses and training conferences) or an application form (for diplomas) sent to: Université de Strasbourg - Service Formation Continue - 21 rue du Maréchal Lefebvre - 67100 STRASBOURG - Tel: 03 68 85 49 20 – Fax: 03 68 85 49 29 - email: sfc-contact@unistra.fr

The registration form or application for registration must include means of payment of the participation fee:

- by cheque
- bank transfer
- order letter or purchase order (particularly for public authorities)
- certificate of funding (particularly in the case of funding by an OPCO - Government approved vocational training organisation)
- for individual registrations on degree courses, a payment schedule will be proposed; it must be signed together with the vocational training contract, failing which SFC-Unistra will invoice the trainee for the full cost at the start of the course.

Applicants living abroad must pay the full course fee on registration before the start of the course, by bank transfer.

SFC-Unistra must be informed of any special arrangements for covering training costs at the time of registration (notably with regard to the reasons behind the action) and in any event before the training course begins. The same applies to the client's payment terms.

4. The parties' respective obligations

A contract and/or a training agreement will be sent to the client in duplicate for every application. The client undertakes to return a signed copy to SFC-Unistra before the training course begins, stamped by the company where applicable.

If the client is the person undertaking the training course on an individual basis and at their own expense, a vocational training contract will be drawn up for all registrations pursuant to the provisions of article L. 6353-3 of the French Employment Code.

The training course takes place in compliance with the programme provided to the client.

At the end of any course, an invoice and a certificate of completion are sent to the client (or to the paying body named by the client). A certificate is also issued to the trainee at the end of the course.

5. Cancellation or postponement by the client

All cancellations must be notified in writing.

If the client is a natural person undertaking the training course on an individual basis and at their own expense, they may withdraw within 14 days of signing the contract. However, by registering for a course starting before the end of the 14-day withdrawal period, the participant expressly waives their right to withdraw. He can for instance use the form available at the address below: https://sfc.unistra.fr/conditions-generales-de-ventes/

For individuals and legal entities, if a service provision is cancelled in the month preceding its start date, except in the cases listed in article 17 of these conditions and in cases of force majeure, SFC-Unistra will issue an invoice for the sums that it has actually spent or incurred for the provision which may amount to the full price of the service.

In the event of cancellation after a service starts, absence, withdrawal or failure to complete the activities planned, for face-to-face or e-learning courses, SFC-Unistra will invoice the client for the full price of the service.

In the special case of a trainee's absence or withdrawal from a course resulting in a reduction of training cost coverage by the relevant funding bodies, SFC-Unistra reserves the right to invoice the trainee for the sums due.

If the withdrawal is the result of an event listed in article 17 or a force majeure event duly recognised and notified by the client by registered letter with acknowledgement of receipt enclosing all relevant substantiating documents, payment is due on a pro rata basis for the hours of training provided by SFC-Unistra up to the date of receipt of the letter, plus a management fee of €290 and, for any diploma course, the amount of national fees.

Except for degree courses, SFC-Unistra gives the client the option, before the course begins, of replacing the registered participant with a person of the same profile and the same needs.

6. Cancellation or postponement by SFC-Unistra

SFC-Unistra expressly reserves the right to postpone or cancel a training course, notably if the number of participants is insufficient to ensure that the course is dispensed smoothly. In this case, the client will be informed of the cancellation or postponement as soon as possible. No compensation will be paid to the client and, in all events, no refund will be made for any travel arrangements or accommodation booked before the confirmation to appear at the course venue is received.

Exceptionally, in the cases listed in Article 18 or in cases of force majeure, SFC-Unistra expressly reserves the right to:

- replace the instructors initially scheduled to dispense the training course with others who provide the same degree of educational quality,
- if the training course cannot take place face-to-face in the terms and conditions provided for, SFC-Unistra may plan the training course using appropriate methods that meet the objectives set out in the training programme,
- cancel the training course.

In all the cases above, no indemnity or compensation may be claimed by the client.

If SFC-Unistra is responsible for partial completion of a training course, the number of hours completed may be invoiced on a pro rata basis in relation to the number of hours initially planned.

7. Payment

Training course prices are not subject to VAT and are all-inclusive. For face-to-face sessions, and if indicated on the programme, prices include refreshment breaks and lunches.

For individual clients who pay for their own training, SFC-Unistra may accept payment in instalments depending on the cost of the training course. The payment schedule is then appended to the training contract.

This payment schedule must be strictly adhered to. Collection proceedings may be initiated in the event of failure to meet the agreed deadlines. The signed payment schedule may only be modified with the express agreement of the University of Strasbourg's accounting officer.

Payment by a Government approved vocational training organisation (OPCO)

In the event of payment by a Government approved vocational training organisation to which the client belongs, the client is responsible for applying to the OPCO for reimbursement before the training course begins. The financing agreement must be forwarded at the time of registration and must be appended to the copy of the agreement that the client signs and returns to SFC-Unistra. In the event of partial reimbursement by the Government approved vocational training organisation (OPCO), the difference will be invoiced directly to the client. If SFC-Unistra does not receive the OPCO's agreement to advance the costs on the first day of the training course, it reserves the right to invoice the client for the full price of the training course.

Payment by the Continuing professional development management body (OGDPC)

If the OGDPC (Continuing professional development management body) is responsible for payment, it is the client's responsibility to register on the OGDPC website before the course begins. The financing agreement is automatic: therefore, no agreement is issued. In the event of partial reimbursement by the OGDPC (notably if the outstanding balance does not cover the full cost of the training course), the difference will be billed directly to the client.

Multiple registrations for the same inter-company course

If more than two trainees are registered by the same organisation in the same inter-company course, SFC-Unistra will grant the following price adjustment:

Third trainee: -10% off the individual rate

Fourth and subsequent trainees: -15% off the individual rate

The reduction is applied automatically at the time of invoicing, even if the institution does not request it at the time of registration. However, the training agreements always mention the list price.

Late registration for continuing education status

Anyone who has incorrectly registered for initial training status and who is late in applying for continuing training status will be required to pay the full course fee, regardless of when they registered. A certificate of attendance can only be issued from the date of change of registration status. Late registration may result in a reduction in the amount covered by any funding bodies; this amount will be charged to the trainee, and SFC-Unistra cannot be held responsible. These provisions do not apply to people on 'Contrat de professionnalisation'.

8. Payment default

If payment is not received within 30 days of the invoice date, a reminder letter or e-mail will be sent to the debtor.

If the debt cannot be recovered amicably, an enforceable statement will be sent to the debtor by the University of Strasbourg Accounting Officer, who will proceed with legal recovery unless payment is made within 15 days. These proceedings will incur additional costs for the debtor.

For individuals with a payment schedule, failure to meet a due date without providing a reason will result in the termination of the payment schedule and the initiation of legal proceedings, which will be taken out by the Accounting Agency.

Failure to pay may result in the student being banned from the course. Any training course completed and attended that has not been paid for will not be available for re-registration at the university.

Any requests for a refund (notably if funding is obtained late) must be made in writing by the relevant trainee, stating the reasons for the request. The request for reimbursement and the provision of the necessary documents must be made within three months at the latest from the end of the training course. Requests will be examined by SFC-Unistra and the decision regarding reimbursement will be communicated to the trainee. The refund will be made within a time period compatible with the accounting constraints set by the University of Strasbourg.

9. E-learning courses

Description

SFC-Unistra provides distance learning courses via an educational platform (Digital Uni or equivalent platform).

This platform delivers all the tools needed to complete a distance learning programme effectively: teaching resources in a variety of formats, virtual classrooms, communication tools (forums and internal messaging), document upload areas, knowledge assessment tools (questionnaires and activity repositories), login records, etc.

Access to the platform and rights of use

To access the platform, each trainee will receive a login and password by email. Platform users are alone responsible for keeping their login and password safe and secure and undertake not to communicate, transfer, sell or rent them to a third party. The client guarantees SFC-Unistra that all trainees will comply with this clause and will be liable for any fraudulent or abusive use of access keys. The client shall immediately inform SFC-Unistra of the loss or theft of access keys. SFC-Unistra reserves the right to suspend the service without compensation, notice, or prior warning in the event of a breach of the inalienability clause or sharing of access keys.

Access to the platform is available throughout the duration of the course. The platform's terms of service are specified in the information given to the client and the trainee.

Prerequisites

Before the distance learning session begins, each user is given a list of the technical prerequisites and a (distance) module so that they can get used to the dedicated distance learning tools. At the client's request, a preliminary trial may be carried out before the purchase order is signed to make sure that the client's technical environment is compatible with the SFC-Unistra platform; the client may not claim incompatibility or inability to access to the platform after the preliminary trial.

Interruption of service

SFC-Unistra endeavours to provide access to the platform 24/7 for the duration of the user's access rights, but may be required to interrupt access to the platform (or part of the services) at any time without prior notice, all without entitlement to compensation in the event of:

- force majeure or an event beyond the control of SFC-Unistra and any failures that may occur
- maintenance work required for the platform to function properly.

Trainees will be notified either by e-mail or by a message on the platform's home page.

Users acknowledge and accept that the SFC-Unistra is not liable for any consequences that may result from an interruption of service for the trainee. Furthermore, SFC-Unistra cannot be held responsible if access to the platform is not possible.

Contact in the event of platform downtime: sfc-ead-maintenance@unistra.fr

The client agrees to inform SFC-Unistra within 24 hours of discovering a technical malfunction.

SFC-Unistra will do its utmost to make certain that the platform operates reliably and continuously. However, the client acknowledges that no-one is able to guarantee that the Internet will function properly.

Cookie policy

When using the platform, information relating to the browsing habits of clients may be recorded in cookies installed on their computer. SFC-Unistra uses these cookies to facilitate navigation on the platform. Installed cookies do not contain any personal information about the client and are for the exclusive use of SFC-Unistra.

A cookie is a small file sent to the client's computer and stored on its hard drive. Cookies make it easier for the user to navigate the platform and are essential for certain functions. Clients can change their browser settings to disable cookies and not install them installed without their express consent. Any settings changed by the client may affect navigation on the platform and access to certain services requiring the use of cookies.

Hotline

SFC-Unistra provides technical support to users by telephone, e-mail or via the platform Mondays to Fridays during office hours.

Assistance is intended to identify malfunctions and, depending on the difficulty encountered, either to provide an immediate

response or to provide an acceptable workaround solution as quickly as possible. No face-to-face assistance at the trainee's site is provided.

E-learning courses on Moodle

Some distance learning courses are dispensed on Moodle. In this case, the legal notices can be viewed here:
https://services-numeriques.unistra.fr/index.php?id=1268

10. Registration via the "Mon Compte Formation" application

The general terms and conditions of use applying to the online service state the specific contractual terms and conditions between trainees and training organisations. They apply as soon as the application is used and take precedence over any provisions that conflict with these general terms and conditions of sale.
The terms and conditions can be viewed on the website:
https://www.moncompteformation.gouv.fr/espace-public/conditions-generales-dutilisation

11. Mediation

Trainees and clients can contact the SFC Ombudsman at the following e-mail address: sfc-mediateur@unistra.fr.

12. Intellectual Property

Training course content is protected by national and international copyright and neighbouring rights provisions.
SFC-Unistra is the sole owner of the intellectual property rights for all the training courses it provides to its clients.
For this purpose, all content and teaching aids and resources regardless of the media (hardcopy, electronic, digital, oral, software, application etc.) used by SFC-Unistra to dispense training services remain the exclusive property of SFC-Unistra. In view of the above, they may not be used, transformed, reproduced or commercially exploited in any way not expressly authorised within or outside the client's premises without SFC-Unistra's express agreement. Notably, the client undertakes not to use training course content to train anyone other than its own personnel and accepts liability on the basis of articles L. 122-4 and L. 335-2 et seq. of the French Intellectual Property Code in the event of unauthorised transfer or disclosure of the content. Any reproduction, representation, editing, publication, transmission or distortion, in whole or in part, of the content of the training courses, including distance learning courses, is strictly prohibited, regardless of the process or medium used. In all events, SFC-Unistra remains the owner of its tools, methods and know-how developed prior to or during the performance of services for the client.

13. Personal data

Pursuant to the provisions of Law No. 78-17 of 6 January 1978 regulating the protection of computer privacy, trainees have the right to access, modify, rectify and delete any personal data about them that has been collected via the SFC-Unistra website or the department that centralises incoming orders.
To exercise this right, please send a letter to the Data Protection Officer at the University of Strasbourg. Personal data collected via the various forms, including but not limited to the training agreement you completed, as well as all future information, is used by SFC-Unistra solely for the purposes of implementing the services it provides, and is not communicated to any third parties other than technical service providers in charge of processing orders who are required to comply with information privacy rules and to use private data only for the specific task they are required to complete.
As the data controller responsible for processing the files of its personnel, the client undertakes to inform each trainee that their personal data is collected and processed by SFC-Unistra for the purposes of conducting and monitoring the training programme; that login records, training pathways and trainee progress monitoring generate data accessible to its departments; that pursuant to data privacy law No. 78-17 of 6 January 1978, the trainee has the right to access, modify and rectify personal data concerning him/her and that for this purpose a request specifying the identity and e-mail address of the applicant may be sent to SFC-Unistra. The client is responsible for storing and keeping confidential all data concerning the trainee to which it has had access.

14. Non-disclosure

The parties agree not to disclose any information or documents about the other party of any nature whatsoever, whether economic, technical or commercial, to which they may have access during the performance of the contract or during exchanges that took place prior to the execution of the contract, including but not limited to any information appearing in the commercial and financial proposal sent by SFC-Unistra to the client. SFC-Unistra undertakes not to disclose to third parties other than its supervisory authorities, partners or suppliers, any information sent in by the client, including information about trainees.

15. Communication

The client agrees to be mentioned by SFC-Unistra as a client of its training courses, at SFC-Unistra's expense. Except for specific commitments and subject to compliance with Article 13, SFC-Unistra may mention the client's name, logo and an objective description of the services covered by the contract in its reference lists and proposals to prospective and current clients, notably via its website, in discussions with third parties, in communications to its personnel, in internal planning documents, and if legal, regulatory or accounting provisions require such disclosure.

16. Applicable law - Jurisdiction

In the event of a dispute, participants or clients may request an amicable settlement.
Should an amicable settlement prove impossible, any dispute of any nature or any claim relating to a training course or to the performance of the order shall be submitted to the competent Strasbourg courts.
SFC-Unistra's liability to the client shall under no circumstances exceed the total amount paid by the client to SFC-Unistra under these terms and conditions.

17. Force majeure

The service provider cannot be held liable should the failure to perform or the delay in performing any of its obligations described in these GTCS be due to an event of force majeure, understood as any unforeseeable and overwhelming external event within the meaning of administrative case law. The following cases shall also be considered as exemptions from liability: illness or accidents suffered by a consultant or training instructor, strikes or labour disputes internal or external to SFC-Unistra, natural disasters, fire, interruption of telecommunications, interruption of power supply, interruption of communications or transport of any type, declared or undeclared war, general labour strikes, epidemics, quarantine, fire or exceptional flooding.

18. Miscellaneous

These terms and conditions embody the entirety of the client's obligations as well as those of SFC-Unistra.
SFC-Unistra reserves the right to unilaterally modify the terms hereof, the applicable conditions being those effective on the date the order is placed by the client.
Should any provision of these terms and conditions be deemed null and void by virtue of any present or future legal or regulatory provision, or by virtue of a res judicata court decision handed down by a competent court or body, that provision of the contract shall then be deemed unwritten and all the other provisions of these terms and conditions shall retain their binding force between the Parties.
Should either one of the Parties fail at any given time to assert any of the provisions of these general terms and conditions, this failure may under no circumstances be considered as a waiver on its part of the rights it holds hereunder.

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