



Bulletin d'inscription **FORMATION CONTINUE**

STAGE

Référence :

Intitulé du stage :

Date :

PARTICIPANT

Nom (Mme/M.) :

Prénom :

Obligatoire pour l'obtention du certificat :

Date de naissance :

Lieu :

Nationalité :

Formation Initiale :

Fonction Exercée :

Téléphone/Portable :

E-Mail :

Adresse :

Code postal :

Ville :

Pays :

Pour les stagiaires étrangers :

N° de passeport :

Date d'expiration :

Pour toute inscription à un module de formation Mastère Spécialisé®, joindre un CV et/ou indiquer le lien LinkedIn ci-après :

Signature du participant :

ENTREPRISE/EMPLOYEUR

A remplir si la convention doit être signée avec l'employeur

Raison sociale :

Siret :

Téléphone :

E-Mail :

Adresse :

Code postal :

Ville :

RESPONSABLE DE FORMATION

Nom (Mme/M.) :

Fonction :

Adresse :

Téléphone :

E-Mail :

ADRESSE DE FACTURATION

Si vous êtes pris en charge par un organisme, les démarches vous incombent et toute absence du contrat de financement avant le début de la formation entraînera la facture vers le signataire

Entreprise ☐ OPCO ☐

Inscription à titre individuel ☐

Adresse (Si différente) :

Code postal :

Ville :

Téléphone :

E-Mail :

À Le

Cachet et signature de l'employeur

(Indispensable si ce dernier est signataire de la convention de formation)



CONDITIONS GENERALES DE VENTE FORMATION CONTINUE

1 – Objet :

Le terme « Client » désigne l'acheteur, personne morale signataire de la convention de formation (au sens de l'article L.6353-2 du Code du Travail), ou la personne physique signataire de contrat de formation (au sens de l'article L.6353-3 du Code du Travail) et acceptant les présentes conditions générales de vente.

Le terme ENAC désigne le Prestataire dispensant les formations et inscrit auprès de la DIRRECTE sous la déclaration d'activité n° 73.31.P.0019.31. Les présentes conditions générales de vente (ci-après dénommées « CGV ») sont applicables à tout achat par un Client de prestation de service de formation organisée par l'Ecole Nationale de l'Aviation Civile (ci-après dénommée « l'ENAC »). Elles s'appliquent à toutes les formations dispensées par l'ENAC et complètent la volonté commune des parties pour tous les points où celle-ci n'aura pas été clairement exprimée. Les présentes CGV sont annexées au bulletin d'inscription rempli par le Client pour commander une prestation de formation auprès de l'ENAC.

2 – Champ d'application :

Les présentes CGV sont applicables à toute convention ou contrat de formation passé par un Client auprès de l'ENAC, que ce soit pour des formations « sur site » ou « sur mesure », ou des offres spéciales décrites dans les conditions particulières.

De même, le simple fait d'assister, en personne ou par l'un de ses préposés, à une séance de formation implique l'adhésion entière et sans réserve du Client aux présentes CGV pour la durée des relations contractuelles liées aux formations.

3 – Modalités d'inscription :

La participation aux formations dispensées par l'ENAC implique de la part du Client qu'il veille à ce que les participants inscrits possèdent bien les connaissances requises dans le catalogue de formation et/ou y répondent en termes de compétence pour pouvoir suivre les formations.

Lorsqu'une personne physique entreprend une formation à titre individuelle et à ses frais, le contrat est réputé formé lors de sa signature, il est soumis aux dispositions des articles L.6353-3 à L.6353-9 du Code du Travail. Dans tous les autres cas, la convention, au sens de l'article L.6353-2 du Code du Travail, est formée à la réception par l'ENAC de la convention de formation signée par le Client.

Les demandes d'inscription devront être adressées au plus tard vingt (20) jours ouvrés avant le démarrage de la formation pour les Clients hors métropole française et quinze (15) jours ouvrés avant le démarrage de la formation pour les Clients de métropole française.

4 – Conditions d'annulation, de remplacement et de report :

4.1 – Par le Client :

Pour être prise en compte, toute annulation doit être communiquée par écrit.

- Personne morale :

En cas d'annulation intervenant entre l'envoi de la convocation et dix (10) jours ouvrés avant le début de la formation, il sera demandé au titre des frais d'inscription, un montant égal à vingt pour cent (20 %) du prix de la formation, sauf circonstances exceptionnelles soumises à la libre appréciation de l'ENAC et justifiant un tel désistement.

En cas d'annulation dans les dix (10) jours ouvrés inclus précédant le stage, l'ENAC se réserve le droit de facturer la formation intégralement.

Toute formation à laquelle le participant ne s'est pas présenté ou n'a assisté que partiellement est due en totalité.

Les remplacements de participants sont admis à tout moment, sans frais, sous réserve d'en informer par écrit l'ENAC et de transmettre les noms et coordonnées du ou des remplaçants au plus tard la veille de la formation.

- Personne physique :

Conformément à l'article L. 6353-5 du Code du travail, à compter de la signature du contrat de formation, le stagiaire a un délai de dix (10) jours ouvrés pour se rétracter. Il en informe l'ENAC par lettre recommandée avec accusé réception. Dans ce cas, aucune somme ne peut être exigée du stagiaire. Passé ce délai, l'ENAC facturera un dédit à titre d'indemnité selon les conditions mentionnées pour l'annulation par une personne morale.

4.2 – Par l'ENAC :

Dans le cas où le nombre d'inscrits est jugé pédagogiquement insuffisant ou pour tout cas de force majeure, l'ENAC se réserve le droit d'annuler ou de reporter le stage dix (10) jours ouvrés avant le début du stage. Les frais d'acompte réglés seront alors remboursés ou à la convenance des deux Parties, un report de la formation pourra être envisagé.

5 – Renonciation :

Les présentes CGV prévalent sur les conditions d'achat du Client sauf acceptation formelle et écrite de l'ENAC.

Toute condition contraire opposée par le Client sera, donc, à défaut d'acceptation expresse, inopposable à l'ENAC, quel que soit le moment où elle aura pu être portée à sa connaissance.

Le fait que l'ENAC ne se prévale pas à un moment donné de l'une quelconque des présentes CGV ne peut être interprété comme valant renonciation à se prévaloir ultérieurement de l'une quelconque desdites conditions.

L'ENAC se réserve le droit, à tout moment, en cours des présentes, de notifier au Client, par écrit avec avis de réception, de nouvelles CGV. A défaut de contestation par le Client, de ces nouvelles conditions, dans un délai de trente (30) jours ouvrés suivant la date de la première présentation de la lettre de notification au client, celui-ci sera réputé les avoir acceptées et s'être engagé à les appliquer pour toute opération postérieure. En cas de contestation, la présente sera résiliée de plein droit entre les parties à l'expiration d'un délai de trois mois à compter de la date de contestation écrite.

6 – Prix :

Le prix applicable est celui en vigueur au jour de l'inscription et figurant sur le catalogue de formation de l'ENAC.

Tout impôt, taxe, droit ou autre prestation à payer en application des règlements français ou ceux du pays de rattachement du Client (résidence principale pour une personne physique ou siège social pour une personne morale) sont à la charge de l'acquéreur.

7 – Paiement :

7.1 – Modalités :

Les paiements ont lieu à réception de la facture, sans escompte, ni ristourne ou remise sauf accord particulier. Le coût de la formation comprend les frais de formation et les supports de formation mais ne comprend pas les frais de restauration et d'hébergement.

7.2 – Règlement par un tiers :

Lorsque la formation est prise en charge par un tiers (OPCO, ...) il appartient au Client (établissement ou participant) :

- de vérifier directement l'éligibilité de la formation auprès de l'organisme de financement ;
- de faire la demande de prise en charge avant le début de la formation et de s'assurer de la bonne fin de cette demande ;
- d'indiquer explicitement sur le bulletin d'inscription l'établissement à facturer avec sa raison sociale et son adresse. Si le dossier de prise en charge de l'organisme tiers ne parvient pas à l'ENAC avant le 1er jour de la formation, les frais de formation seront intégralement facturés au Client. Dans le cas où l'organisme n'accepterait pas de payer le montant total prévu suite à des absences, abandons, etc., le solde non pris en charge sera dû par le Client.

7.3 – Moyens de paiement :

Le Client s'engage à s'acquitter de la somme convenue à la réception de la facture soit par chèque bancaire libellé à l'ordre de l'Agent Comptable de l'ENAC, soit en espèces, soit par virement bancaire sur le compte ouvert au Trésor Public au nom de l'Agent comptable de l'ENAC sous le n° :

Au-delà d'un délai de trente (30) jours ouvrés suivant la réception de la facture par le Client, personne morale, et à défaut de paiement, des pénalités de retard d'un montant minimum égal à trois fois le taux d'intérêt légal seront calculées entre la date d'émission et la date effective du paiement en application de la loi LME du 01/01/2009.

En application de la directive 2011/7/UE et des articles L441-3 et 441-6 du code du commerce, sera due une pénalité d'une indemnité forfaitaire pour frais de recouvrement de quarante (40) euros en sus des pénalités de retard.

8 – Propriété Intellectuelle :

Dans le cadre du respect des droits de propriété intellectuelle attachés aux supports de cours ou autres ressources pédagogiques mis à la seule disposition des participants de la formation, le Client s'interdit de reproduire, directement ou indirectement, en totalité ou en partie, d'adapter, de modifier, de traduire, de représenter, de commercialiser ou de diffuser à des membres de son personnel non participants aux formations de l'ENAC ou à des tiers, les dits supports et ressources pédagogiques sans l'autorisation expresse, préalable et écrite de l'ENAC.

9 – Protection des données personnelles :

9.1 – Lois applicables :

L'ENAC met en œuvre tous les moyens nécessaires pour être conforme aux dispositions du règlement 2016/679/UE du Parlement européen et du Conseil du 27 avril 2016 relatif à la protection des personnes physiques à l'égard du traitement des données à caractère personnel et à la libre circulation de ces données ainsi qu'à la loi n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés.

L'ENAC s'engage à procéder à des traitements licites, loyaux et transparents. Pour cela, les données sont collectées dans le cadre de finalités déterminées, explicites et légitimes au regard des biens et services proposés à la vente par l'établissement.

En adhérant à ces conditions générales de vente, le Client consent à ce que l'ENAC collecte et utilise ses données pour la réalisation de la vente.

9.2 – Nature des données :

Les données à caractère personnel sont collectées par l'ENAC dans le cadre d'un paiement en ligne pour les biens et/ou services proposés à la vente à distance.

Lorsque le Client est une personne physique, les données à caractère personnel collectées peuvent inclure :

- Le nom et le prénom ;
- L'adresse mail personnelle et professionnelle ;
- Le numéro de téléphone personnel et professionnel ;
- L'adresse postale personnelle ;
- Les coordonnées bancaires.

9.3 – Les finalités :

Les données à caractère personnel collectées par l'ENAC sont nécessaires à l'exécution du contrat auquel le Client personne morale ou physique est partie.

Le traitement des données effectué par l'ENAC a, de manière générale pour finalités :

- L'identification du Client
- La gestion du contrat signé avec le Client
- La prévention des impayés
- La gestion de précontentieux, des contentieux et des impayés
- La réalisation d'études statistiques et d'analyses
- Le développement de produits et services par l'ENAC
- La mise en place d'actions de prospection relative à des produits ou services analogues par mail.

Pour cette dernière finalité, le Client aura la possibilité de s'opposer à tout moment à l'utilisation de ses données de manière simple et sans frais.

Pour toute nouvelle finalité, l'ENAC s'engage à demander systématiquement le consentement du Client.

9.4 – Durée de conservation :

Les données à caractère personnel sont conservées :

- pour la durée d'exécution et de paiement complet de la prestation de service(s) ;
- pour la durée contractuelle des/de la vente(s) ;
- et/ou pour la durée des traitements spécifiques auxquels le Client a consenti ;
- et/ou pour les durées légales de conservation.

9.5 – Les destinataires des données :

Les données à caractère personnel collectées pourront être traitées par le personnel habilité de l'établissement, des sous-traitants, partenaires ou prestataires situés uniquement dans des Etats membres de l'Union Européenne. L'ENAC s'engage ainsi à ne jamais transmettre des données à caractère personnel à des tiers n'offrant pas une protection adéquate et équivalente à celle de l'Union Européenne.

10 – Droit des personnes :

A tout moment, le Client peut demander l'accès aux données à caractère personnel le concernant, recueillis dans le cadre des finalités déterminées ci-dessus, la rectification ou l'effacement de celles-ci (dans la mesure où cela n'empêche pas la bonne exécution du contrat ou le respect des obligations légales de l'ENAC) et la limitation d'un ou plusieurs traitements particuliers le concernant, dans les conditions prévues par la réglementation nationale et européenne.

Le Client dispose également du droit de s'opposer à un traitement de ses données à caractère personnel et du droit à leur portabilité dans les conditions fixées par la réglementation.

Lorsqu'un traitement des données à caractère personnel est fondé sur le recueil de son consentement, le Client dispose du droit de retirer ledit consentement à tout moment sans porter atteinte à la licéité du traitement fondé sur le consentement effectué avant le retrait de celui-ci. Le Client a le droit d'introduire une réclamation auprès de la Commission Nationale de l'informatique et des libertés.

Il peut exercer ces droits en envoyant un courrier postal au délégué à la protection des données de l'ENAC (Ecole Nationale de l'Aviation Civile - DPO) à l'adresse suivante : 7, avenue Edouard Belin, 31055 Toulouse, Cedex 04.

Il devra fournir à cette occasion ses nom, prénom, adresse mail et une copie de sa pièce d'identité.

11 – Divers :

Le Client et/ou les stagiaires devront se conformer au règlement intérieur en vigueur à l'ENAC accessible sur le site internet de l'ENAC et le cas échéant de scolarité. Une attestation de formation sera remise au Client à l'issue de la formation.

Le Client s'oblige à souscrire et maintenir en prévision et pendant la durée de la formation une assurance responsabilité civile couvrant les dommages corporels, matériels, immatériels, directs et indirects susceptibles d'être causés par les agissements du ou des stagiaires au préjudice de l'ENAC. Il s'oblige également à souscrire et maintenir une assurance responsabilité civile désignant également comme assuré l'ENAC pour tous les agissements préjudiciables aux tiers qui auraient été causés par le stagiaire et contenant une clause de renonciation à recours de telle sorte que l'ENAC ne puisse être recherchée ou inquiétée.

Les heures de formation figurant au catalogue de formation ne sont données qu'à titre indicatif, seules les heures de formation mentionnées dans le bulletin d'inscription, le contrat ou la convention de formation font foi.

12 – Différends éventuels :

La loi applicable entre l'ENAC et le Client au titre des présentes CGV est la loi française. En cas de litiges, les tribunaux français seront seuls compétents.



Registration form to be returned

Ecole Nationale de l'Aviation Civile - Formation Continue
7 avenue Edouard Belin - 31055 Toulouse Cedex 4
Or by email : training@enac.fr - Téléphone : +33 (0) 5 62 17 40 00

1ère École européenne de l'Aéronautique

Registration Form

CONTINUING TRAINING

COURSE REQUESTED

Reference :

Course title :

Date :

TRAINEE

Name (Ms/Mr.) :

First name :

Mandatory to obtain a training course certificate

Date of birth :

Location :

Nationality :

Study background :

Position :

Phone/Mobile Phone :

E-Mail :

Personal address :

City :

Country :

For foreign trainees

Passport number :

Expiry date :

Trainee's signature :

EMPLOYER

Only if the training agreement is signed by the employer

Name :

Phone number :

E-Mail :

Address :

City :

Country :

TRAINING MANAGER

Name (Ms/Mr.) :

Position :

Address :

Phone number :

E-Mail :

INVOICE ADDRESS (if different of employer)

Address :

City :

Country :

Phone number :

E-Mail :

Date :

Employer's stamp and signature

(Essential if the latter signs the training contract)

GENERAL TERMS AND CONDITIONS OF SALE FOR TRAINING

1 – Purpose:

The term "Customer" means the purchaser and legal entity, signatory of the training agreement (in the sense of article L.6353-2 of the French Employment Code) or any other contractual document for sale of training made with ENAC, or the natural person, signatory of the training contract (in the sense of article L.6353-3 of the French Employment Code), who accepts these general terms and conditions of sale.

The term ENAC means the supplier of training, registered with DIRECCTE under the declaration of activity number 73.31.P.0019.31. The general terms and conditions of sale (referred to hereinafter as the "GTCS"), shall apply to all purchases made by Customers of service provisions for training organised by the "Ecole Nationale de l'Aviation Civile" (referred to hereinafter as "ENAC"). They shall apply to all training provided by ENAC and they are supplementary to the joint determination of the parties to resolve any issues when this has not been clearly stated. These GTCS shall be appended to the registration form to be completed by the Customer for training services provided by ENAC or, if it be the case, the contractual document for sale of training concluded with ENAC.

2 – Scope:

These GTCS shall apply to all agreements, training contracts or contractual document of sale with specific terms made by Customers of ENAC, whether this be for training at the ENAC site or at the Customer's site, or for general or tailored training, initial training or further training, or any other special offers stated in the specific conditions.

Similarly, the simple fact of taking part in a training session, in person or by one of its agents, shall mean that the Customer fully accepts these GTCS, without reservation, throughout the period of contractual relations in respect of said training.

In the event of conflict between the specific conditions and the general conditions, the specific conditions shall apply.

3 – Terms of Registration:

Participation in training provided by ENAC requires the Customer to ensure that the registered participants have the knowledge required as stated in the training catalogue and/or have the level of competence required to undertake the training.

If a natural person undertakes training on an individual basis and at his or her own charge, the contract shall be considered to have been made at the time of signature and is subject to the provisions of articles L.6353-3 to L.6353-9 of the French Employment Code.

In all other cases, agreement shall be considered to have been made when ENAC receives the training agreement or any contractual document for sale of training signed by the Customer.

Registration applications must be sent no later than twenty (20) days prior to the commencement of training for Customers outside of metropolitan France and fifteen (15) working days prior to the commencement of training for Customers inside metropolitan France.

4 – Terms and conditions for cancellation, replacement and postponement:

4.1 – By the Customer:

All cancellations must be made in writing in order to be accepted.

- Corporation:

In the event of cancellation between the sending out of invitation and ten (10) working days prior to commencement of training, registration charges shall be applied equal to twenty per cent (20%) of the cost of the training, except in the case of exceptional circumstances with justification for cancellation, and at the discretion of ENAC.

In the event of cancellation within ten (10) days prior to the commencement of the training course, ENAC reserves the right to invoice the full amount for the training.

All training which is not attended by the participant or which is only partially attended shall be paid for in full.

Replacements for participants may be made at any time, without charge, subject to providing ENAC with written confirmation stating the names and details of the replacement(s) on the day before the training date at the latest.

- Natural persons:

Pursuant to article L.6353-5 of the French Employment Code, the trainee has a period of ten (10) working days from the time of signature of the training contract in which to withdraw. He or she must inform ENAC of this by receipted registered letter. In that event, the trainee is not required to make any payment. Beyond this time period, ENAC shall invoice for a compensatory forfeit in accordance with the terms stated for cancellation by a legal entity.

4.2 – By ENAC:

In the event that the number of people registered is not considered to be pedagogically viable, and in all cases of force majeure, ENAC reserves the right to cancel or postpone the course ten (10) working days prior to the commencement of the course. Advance payments made shall be reimbursed or the training may be postponed to a date that is convenient for both Parties.

5 – Renunciation:

These GTCS shall prevail over the Customer's terms and conditions of purchase, unless formal written agreement is provided by ENAC.

Therefore, unless there is express agreement, ENAC may not be bound by any conflicting conditions put forward by the Customer, no matter when this is made known to ENAC.

The fact that ENAC does not take advantage, at any given moment, of one of the conditions of these GTCS, may not be interpreted as renunciation of its right to take advantage of any one of these conditions at a later date.

ENAC reserves the right, at any time during performance of these presents, to inform the Customer, by receipted registered letter, of new GTCS. In the absence of any objection to these new GTCS made by the Customer, within a period of thirty (30) working days following the date of the Customer receiving notification by letter, the Customer shall be considered to have accepted them and to have agreed to apply them for all ensuing operations. In the event of objection, these presents shall be terminated ipso jure, in respect of the parties, at the end of a period of three months from the time of said objection being made in writing.

6 – Price:

The applicable price shall be the price in operation on the day of registration as stated in the catalogue for training services or as agreed between the Parties in any contractual document of sale for training.

Any required taxes, dues or benefits, pursuant to French regulations or the regulations of the country where the Customer is based (the main residence in the case of natural persons or registered offices in the case of legal entities) shall be paid by the Customer.

7 – Payment:

7.1 – Terms:

Payment shall be made upon receipt of invoice, without discount, reimbursement or reduction, unless there is specific agreement. The cost of training includes costs for training and training materials but does not include costs for food and accommodation.

7.2 – Payment by third parties:

If the training is to be paid by a third party (OPCA etc.) the Customer must:

- confirm directly with the financing body that the training is eligible;
- make the application for costs to be covered prior to commencement of the training and ensure that the application procedure is properly concluded;
- clearly state the body to be invoiced on the registration form, providing the company name and address. If the documents required for costs to be covered by a third party do not reach ENAC prior to the first day of the training, full charges for the training shall be invoiced to the Customer. In the event that this body refuses to pay the full amount stipulated, as a result of absence, withdrawal etc., any outstanding amounts not covered by the third party shall be paid by the Customer.

7.3 – Terms of payment:

The Customer undertakes to pay the amount agreed on receipt of invoice, either by bank cheque payable to "l'Agent Comptable de l'ENAC", or in cash, or by bank transfer to the "Trésor Public" account held in the name of "l'Agent Comptable de l'ENAC", reference:

10071 31000 00001001252 22

IBAN: FR76 1007 1310 0000 0010 0125 222

BIC (code SWIFT): TRPUFRP1,

If payment is not made after a period of thirty (30) working days following receipt of invoice by a Customer that is a legal entity, penalties for late payment shall be applied equal to three times the legal rate of interest, calculated from the date of issuance and the actual date of payment, pursuant to the "LME" law [*economy modernisation act*] of 01/01/2009.

Pursuant to directive 2011/7/EU and articles L441-3 and 441-6 of the French Code of Commerce, a compensatory payment of forty (40) Euros for recovery costs shall be due in addition to penalties for late payment.

8 – Intellectual Property:

Unless there are provisions to the contrary stipulated in the specific conditions, in accordance with the requirements of intellectual property relating to course materials or other teaching resources, made available for the exclusive use of training participants, the Customer undertakes not to reproduce, either directly or indirectly, wholly or partially, nor to adapt, modify, translate, represent, sell or distribute to members of its staff who are not participants of ENAC training, nor to third parties, the said teaching materials and resources, without express prior written authorisation from ENAC.

9 – Personal data protection:

9.1 – Applicable Laws:

ENAC implements all necessary means to comply with the provisions of Regulation 2016/679/UE of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of such data as well as to the French law n°78-17 of January 6th, 1978 relating to data processing, files and freedoms.

ENAC undertakes to carry out lawful, loyal and transparent processing. For this purpose, the data are collected in the context of determinate, explicit and legitimate purposes with regard to the goods and services offered for sale by the establishment.

By adhering to these general conditions of sale, the Customer consents that the ENAC collects and uses its data for the realization of the sale.

9.2 – Type of the data:

Personal data are collected by ENAC as part of an online payment for good and/or services offered for distance selling.

When the Customer is a natural person, the personal data collected may include:

- The name and the first name;
- The personal and professional email address;
- The personal and professional telephone number;
- The personal postal address;
- Bank details.

9.3 – The purposes:

The personal data collected by ENAC are necessary for the execution of the contract to which the Customer legal person or physical is party. The data processing carried out by ENAC generally has the following aims:

- Customer identification;
- The management of the contract signed with the Customer;
- The prevention of unpaid bills;
- Management of pre-litigation, litigation and unpaid;
- The realization of statistical studies and analyses;
- The development of products and services by ENAC;
- The setting up of prospecting actions relating to similar products or services by email

For this purpose, the Customer will have the opportunity to oppose at any time the use of its data in a simple and free way.

For any new purpose, ENAC undertakes to systematically request the Customer's consent. However, the provision of certain personal data by

9.4 – The shelf life:

Personal data are kept:

- for the period of execution and full payment of the service(s) provision;
- for the contractual terms of the sale(s);
- and/or the period of the specific treatments to which the Customer has agreed;
- and/or for the legal periods of conservation.

9.5 – The recipients of the data:

The collected personal data may be processed by the authorized staff of the establishment, subcontractors, partners or service providers located only in member states of the European Union. ENAC therefore undertakes to not transmit personal data to third parties that do not offer adequate protection equivalent to that of the European Union.

10 – Rights of the data subject:

At any time, the Customer may request access to personal data concerning him, collected for the purposes specified above, rectification or erasure thereof (to the extent that this does not preclude the proper performance of the contract or compliance with the legal obligations of ENAC) and the limitation of one or more specific treatments concerning him, under the conditions provided for by the national and European regulations.

The Customer also has the right to oppose the processing of his personal data and the right to data portability under the conditions set by the regulations.

When the processing of personal data is based on the collection of his consent, the Customer has the right to withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent made before the withdrawal thereof. The Customer has the right to lodge a complaint with the National Commission for Informatics and Freedoms.

He may exercise these rights by sending a letter to the ENAC data protection officer (ENAC DPO) at the following address: 7, avenue Edouard Belin, 31055 Toulouse, Cedex 04.

He will have to provide on this occasion his surname, first name, email address and a copy of this identity card.

11 – Miscellaneous provisions:

The Customer and/or the trainees must abide by ENAC's internal regulations in operation, which may be consulted via ENAC's website, and, if it be the case, class regulations. The Customer will receive a certificate of attendance and/or a training certificate at the end of the training course.

The Customer undertakes to take out, and retain in case of need, a liability insurance policy that covers physical injury, tangible and intangible damages, both direct and indirect, that might be caused by acts of the trainee(s), and which might cause harm to ENAC. The Customer also undertakes to take out and retain a liability insurance policy that also provides ENAC with cover for all acts that might cause harm to third parties as a result of the actions of the trainee, and which shall include a renunciation clause to the effect that ENAC cannot be pursued or troubled.

The training hours stated in the training catalogue are indicative only. Only the training hours stated in the registration form, the contract, the agreement or any other contractual document for sale of training made between the parties shall apply.

12 – Disputes:

The applicable law for disputes between ENAC and the Customer for these GTCS is French law. In the event of legal dispute, French courts shall have jurisdiction.

GENERAL TERMS AND CONDITIONS OF SALE FOR TRAINING

1 – Purpose:

The term "Customer" means the purchaser and legal entity, signatory of the training agreement (in the sense of article L.6353-2 of the French Employment Code) or any other contractual document for sale of training made with ENAC, or the natural person, signatory of the training contract (in the sense of article L.6353-3 of the French Employment Code), who accepts these general terms and conditions of sale.

The term ENAC means the supplier of training, registered with DIRECCTE under the declaration of activity number 73.31.P.0019.31. The general terms and conditions of sale (referred to hereinafter as the "GTCS"), shall apply to all purchases made by Customers of service provisions for training organised by the "Ecole Nationale de l'Aviation Civile" (referred to hereinafter as "ENAC"). They shall apply to all training provided by ENAC and they are supplementary to the joint determination of the parties to resolve any issues when this has not been clearly stated. These GTCS shall be appended to the registration form to be completed by the Customer for training services provided by ENAC or, if it be the case, the contractual document for sale of training concluded with ENAC.

2 – Scope:

These GTCS shall apply to all agreements, training contracts or contractual document of sale with specific terms made by Customers of ENAC, whether this be for training at the ENAC site or at the Customer's site, or for general or tailored training, initial training or further training, or any other special offers stated in the specific conditions.

Similarly, the simple fact of taking part in a training session, in person or by one of its agents, shall mean that the Customer fully accepts these GTCS, without reservation, throughout the period of contractual relations in respect of said training.

In the event of conflict between the specific conditions and the general conditions, the specific conditions shall apply.

3 – Terms of Registration:

Participation in training provided by ENAC requires the Customer to ensure that the registered participants have the knowledge required as stated in the training catalogue and/or have the level of competence required to undertake the training.

If a natural person undertakes training on an individual basis and at his or her own charge, the contract shall be considered to have been made at the time of signature and is subject to the provisions of articles L.6353-3 to L.6353-9 of the French Employment Code.

In all other cases, agreement shall be considered to have been made when ENAC receives the training agreement or any contractual document for sale of training signed by the Customer.

Registration applications must be sent no later than twenty (20) days prior to the commencement of training for Customers outside of metropolitan France and fifteen (15) working days prior to the commencement of training for Customers inside metropolitan France.

4 – Terms and conditions for cancellation, replacement and postponement:

4.1 – By the Customer:

All cancellations must be made in writing in order to be accepted.

- Corporation:

In the event of cancellation between the sending out of invitation and ten (10) working days prior to commencement of training, registration charges shall be applied equal to twenty per cent (20%) of the cost of the training, except in the case of exceptional circumstances with justification for cancellation, and at the discretion of ENAC.

In the event of cancellation within ten (10) days prior to the commencement of the training course, ENAC reserves the right to invoice the full amount for the training.

All training which is not attended by the participant or which is only partially attended shall be paid for in full.

Replacements for participants may be made at any time, without charge, subject to providing ENAC with written confirmation stating the names and details of the replacement(s) on the day before the training date at the latest.

- Natural persons:

Pursuant to article L.6353-5 of the French Employment Code, the trainee has a period of ten (10) working days from the time of signature of the training contract in which to withdraw. He or she must inform ENAC of this by receipted registered letter. In that event, the trainee is not required to make any payment. Beyond this time period, ENAC shall invoice for a compensatory forfeit in accordance with the terms stated for cancellation by a legal entity.

4.2 – By ENAC:

In the event that the number of people registered is not considered to be pedagogically viable, and in all cases of force majeure, ENAC reserves the right to cancel or postpone the course ten (10) working days prior to the commencement of the course. Advance payments made shall be reimbursed or the training may be postponed to a date that is convenient for both Parties.

5 – Renunciation:

These GTCS shall prevail over the Customer's terms and conditions of purchase, unless formal written agreement is provided by ENAC.

Therefore, unless there is express agreement, ENAC may not be bound by any conflicting conditions put forward by the Customer, no matter when this is made known to ENAC.

The fact that ENAC does not take advantage, at any given moment, of one of the conditions of these GTCS, may not be interpreted as renunciation of its right to take advantage of any one of these conditions at a later date.

ENAC reserves the right, at any time during performance of these presents, to inform the Customer, by receipted registered letter, of new GTCS. In the absence of any objection to these new GTCS made by the Customer, within a period of thirty (30) working days following the date of the Customer receiving notification by letter, the Customer shall be considered to have accepted them and to have agreed to apply them for all ensuing operations. In the event of objection, these presents shall be terminated ipso jure, in respect of the parties, at the end of a period of three months from the time of said objection being made in writing.

6 – Price:

The applicable price shall be the price in operation on the day of registration as stated in the catalogue for training services or as agreed between the Parties in any contractual document of sale for training.

Any required taxes, dues or benefits, pursuant to French regulations or the regulations of the country where the Customer is based (the main residence in the case of natural persons or registered offices in the case of legal entities) shall be paid by the Customer.

7 – Payment:

7.1 – Terms:

Payment shall be made upon receipt of invoice, without discount, reimbursement or reduction, unless there is specific agreement. The cost of training includes costs for training and training materials but does not include costs for food and accommodation.

7.2 – Payment by third parties:

If the training is to be paid by a third party (OPCA etc.) the Customer must:

- confirm directly with the financing body that the training is eligible;
- make the application for costs to be covered prior to commencement of the training and ensure that the application procedure is properly concluded;
- clearly state the body to be invoiced on the registration form, providing the company name and address. If the documents required for costs to be covered by a third party do not reach ENAC prior to the first day of the training, full charges for the training shall be invoiced to the Customer. In the event that this body refuses to pay the full amount stipulated, as a result of absence, withdrawal etc., any outstanding amounts not covered by the third party shall be paid by the Customer.

7.3 – Terms of payment:

The Customer undertakes to pay the amount agreed on receipt of invoice, either by bank cheque payable to "l'Agent Comptable de l'ENAC", or in cash, or by bank transfer to the "Trésor Public" account held in the name of "l'Agent Comptable de l'ENAC", reference:

10071 31000 00001001252 22

IBAN: FR76 1007 1310 0000 0010 0125 222

BIC (code SWIFT): TRPUFRP1,

If payment is not made after a period of thirty (30) working days following receipt of invoice by a Customer that is a legal entity, penalties for late payment shall be applied equal to three times the legal rate of interest, calculated from the date of issuance and the actual date of payment, pursuant to the "LME" law [*economy modernisation act*] of 01/01/2009.

Pursuant to directive 2011/7/EU and articles L441-3 and 441-6 of the French Code of Commerce, a compensatory payment of forty (40) Euros for recovery costs shall be due in addition to penalties for late payment.

8 – Intellectual Property:

Unless there are provisions to the contrary stipulated in the specific conditions, in accordance with the requirements of intellectual property relating to course materials or other teaching resources, made available for the exclusive use of training participants, the Customer undertakes not to reproduce, either directly or indirectly, wholly or partially, nor to adapt, modify, translate, represent, sell or distribute to members of its staff who are not participants of ENAC training, nor to third parties, the said teaching materials and resources, without express prior written authorisation from ENAC.

9 – Personal data protection:

9.1 – Applicable Laws:

ENAC implements all necessary means to comply with the provisions of Regulation 2016/679/UE of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and to the free movement of such data as well as to the French law n°78-17 of January 6th, 1978 relating to data processing, files and freedoms.

ENAC undertakes to carry out lawful, loyal and transparent processing. For this purpose, the data are collected in the context of determinate, explicit and legitimate purposes with regard to the goods and services offered for sale by the establishment.

By adhering to these general conditions of sale, the Customer consents that the ENAC collects and uses its data for the realization of the sale.

9.2 – Type of the data:

Personal data are collected by ENAC as part of an online payment for good and/or services offered for distance selling.

When the Customer is a natural person, the personal data collected may include:

- The name and the first name;
- The personal and professional email address;
- The personal and professional telephone number;
- The personal postal address;
- Bank details.

9.3 – The purposes:

The personal data collected by ENAC are necessary for the execution of the contract to which the Customer legal person or physical is party. The data processing carried out by ENAC generally has the following aims:

- Customer identification;
- The management of the contract signed with the Customer;
- The prevention of unpaid bills;
- Management of pre-litigation, litigation and unpaid;
- The realization of statistical studies and analyses;
- The development of products and services by ENAC;
- The setting up of prospecting actions relating to similar products or services by email

For this purpose, the Customer will have the opportunity to oppose at any time the use of its data in a simple and free way.

For any new purpose, ENAC undertakes to systematically request the Customer's consent. However, the provision of certain personal data by

9.4 – The shelf life:

Personal data are kept:

- for the period of execution and full payment of the service(s) provision;
- for the contractual terms of the sale(s);
- and/or the period of the specific treatments to which the Customer has agreed;
- and/or for the legal periods of conservation.

9.5 – The recipients of the data:

The collected personal data may be processed by the authorized staff of the establishment, subcontractors, partners or service providers located only in member states of the European Union. ENAC therefore undertakes to not transmit personal data to third parties that do not offer adequate protection equivalent to that of the European Union.

10 – Rights of the data subject:

At any time, the Customer may request access to personal data concerning him, collected for the purposes specified above, rectification or erasure thereof (to the extent that this does not preclude the proper performance of the contract or compliance with the legal obligations of ENAC) and the limitation of one or more specific treatments concerning him, under the conditions provided for by the national and European regulations.

The Customer also has the right to oppose the processing of his personal data and the right to data portability under the conditions set by the regulations.

When the processing of personal data is based on the collection of his consent, the Customer has the right to withdraw the consent at any time without prejudice to the lawfulness of the treatment based on the consent made before the withdrawal thereof. The Customer has the right to lodge a complaint with the National Commission for Informatics and Freedoms.

He may exercise these rights by sending a letter to the ENAC data protection officer (ENAC DPO) at the following address: 7, avenue Edouard Belin, 31055 Toulouse, Cedex 04.

He will have to provide on this occasion his surname, first name, email address and a copy of this identity card.

11 – Miscellaneous provisions:

The Customer and/or the trainees must abide by ENAC's internal regulations in operation, which may be consulted via ENAC's website, and, if it be the case, class regulations. The Customer will receive a certificate of attendance and/or a training certificate at the end of the training course.

The Customer undertakes to take out, and retain in case of need, a liability insurance policy that covers physical injury, tangible and intangible damages, both direct and indirect, that might be caused by acts of the trainee(s), and which might cause harm to ENAC. The Customer also undertakes to take out and retain a liability insurance policy that also provides ENAC with cover for all acts that might cause harm to third parties as a result of the actions of the trainee, and which shall include a renunciation clause to the effect that ENAC cannot be pursued or troubled.

The training hours stated in the training catalogue are indicative only. Only the training hours stated in the registration form, the contract, the agreement or any other contractual document for sale of training made between the parties shall apply.

12 – Disputes:

The applicable law for disputes between ENAC and the Customer for these GTCS is French law. In the event of legal dispute, French courts shall have jurisdiction.