

GENERAL TERMS AND CONDITIONS OF SALE

Courses 2024-2025

■ Designation

Coclico et Compagnie is an association whose aim is to promote musical improvisation in all its forms, particularly in early styles. To this end, it designs, develops and provides training in Renaissance counterpoint.

In the following paragraphs, the following terms are used: - client: any natural or legal person who registers with or places an order with Coclico et Compagnie for a training course - trainee: the natural person who takes part in a training course. - AFDAS: Organisme Paritaire Collecteur Agréé responsible for collecting, pooling and redistributing the financial obligations paid by companies in respect of professional training.

■ Purpose

These general terms and conditions of sale apply solely to the professional training course entitled "Chanter sur le livre" offered by Coclico et Compagnie. By registering for this course, the customer accepts these terms and conditions in full and without reservation.

■ Course description

The Coclico et Compagnie "Chanter sur le livre" training course takes place over 6 half-days, for a total of 21 hours.

■ Registration

Registration for the course is made via an online form.

Once the registration form has been received, two steps are necessary to definitively validate the registration:

1) Reserving a place on the course

A place on the course can only be reserved once a deposit of €100 of the total cost of the course has been paid. This payment must be made by bank transfer to the account of the Association Coclico et Compagnie.

2) Final confirmation of enrolment

Final confirmation of the trainee's enrolment is only effective after receipt of the balance of the course fees and, where applicable, the full board fee. All these sums must be paid in a single instalment by bank transfer to the account of the Association Coclico et Compagnie.

Waiting list

Once the maximum number of registrations has been reached, the online form will be closed. Applications may then be received at the course's email address, and will be placed on a waiting list. If a participant withdraws from the course, the organisers may offer the vacant place(s) to people on the waiting list.

■ Rates

Three rates are available: - a rate for trainees whose training is paid for by their employer; - a "normal" rate; - a rate for students. This rate is offered to people who can provide proof of this status. The organisers reserve the right to assess the relevance of the proof provided.

■ Payment terms

The 1st payment (deposit of €100) must be made at the time of registration. The 2nd payment (balance of course fees and full board) must be made no later than 15 days before the start of the course. After this deadline, the trainee's place will no longer be reserved, and the course organisers reserve the right to offer this place to another person.

■ Withdrawal of a participant

In the event of withdrawal by the trainee more than 15 days before the start of the course, by registered letter with acknowledgement of receipt sent to Coclico et Compagnie, 43 rue de la Claire 69009 LYON, the €100 deposit will be refunded in full.

In the event of withdrawal by the trainee less than 15 days before the start of the course, by registered letter with acknowledgement of receipt sent to Coclico et Compagnie, 43 rue de la Claire 69009 LYON, a sum equal to one third of the total amount of the tuition fees will be retained by the organiser. Any sums already paid for full board will be reimbursed in full to the trainee.

■ Absence or interruption of training

Any course started is due in full and will be invoiced to the trainee by Coclico et Compagnie. In the event of absence or interruption of the course, Coclico et Compagnie will invoice the trainee separately for days actually attended and for days of absence. It should be noted that the sums owed by the Trainee in this respect cannot be deducted by the Client from its obligation to participate in professional training, nor can they be the subject of a request for reimbursement by AFDAS.

■ Cancellation of the course

In the event that the number of participants is insufficient to ensure that a course runs smoothly, the organiser reserves the right to cancel the course, at the latest one week before the first day of the course.

In the event of cancellation of the course by the organiser, for whatever reason, the sums paid by the trainee (1st and 2nd instalments, as defined above) will be reimbursed in full, without delay.

■ Quotation and certificate

For each training course paid for by a third-party organisation, Coclico et Compagnie will send the Customer a quotation. A copy duly completed, dated, stamped, signed and marked "Bon pour accord" must be returned to Coclico et Compagnie by post to 43, rue de la Claire, 69009 LYON or by email to coclico@oboka.org.

Where applicable, a special agreement may be drawn up between Coclico et Compagnie, AFDAS or the Client.

At the end of the course, Coclico et Compagnie will issue a training certificate to the Trainee. In the

case of partial or total coverage by AFDAS, Coclico et Compagnie will send a copy of this certificate to AFDAS, along with the invoice. A certificate of attendance for each Trainee may be provided to the Customer on request.

■ **Obligations and force majeure**

As part of its training services, Coclico et Compagnie is bound by an obligation of means and not of result towards its Clients or its Trainees. Coclico et Compagnie shall not be held liable to its Clients or Trainees in the event of non-performance of its obligations resulting from a fortuitous event or force majeure. The following are considered to be fortuitous events or force majeure, in addition to those usually recognised by jurisprudence: illness or accident of a trainer, strikes or industrial disputes external to Coclico et Compagnie, natural disasters, fires, interruption of telecommunications, energy supply or transport of any kind, the occurrence of a pandemic, or any other circumstance beyond the reasonable control of Coclico et Compagnie.

■ **Intellectual property and copyright**

All content and teaching aids, whatever their form (paper, electronic, digital, oral, etc.) used by Coclico et Compagnie to provide training or given to Trainees constitute original works and as such are protected by intellectual property and copyright. As such, the Customer and the Trainee undertake not to use, transmit, reproduce, exploit or transform all or part of these documents without the express agreement of Coclico et Compagnie. This prohibition applies, in particular, to any use made by the Customer and the Trainee with a view to organising or running training courses.

■ **Course description and programme**

The content of the programmes, as set out in the "Renaissance Counterpoint - Improvisation and Composition" brochure, is provided for information only. The teacher or the course leader reserve the right to modify them according to current events, the level of the participants or the dynamics of the group.

■ **Confidentiality and communication**

Coclico et Compagnie, the Client and the Trainee agree to keep confidential all documents and information to which they may have access during the course of the training service or during exchanges prior to registration, in particular all information contained in the proposal sent by Coclico et Compagnie to the Client. Coclico et Compagnie undertakes not to communicate to third parties other than the partners with whom the training courses are organised and the AFDAS, any information provided by the Customer, including information concerning trainees. However, the Customer agrees to be cited by Coclico et Compagnie as a customer of its training courses. To this end, the Customer authorises Coclico et Compagnie to mention the Customer's name and an objective description of the nature of the services provided in its reference lists and proposals to prospective customers and clients, interviews with third parties, activity reports, as well as in the event of legal, regulatory or accounting provisions requiring this.

■ **Protection of and access to personal information**

The Customer undertakes to inform each Trainee that :

- personal data concerning the Trainee is collected and processed for the purposes of monitoring the validation of the training course and improving the Coclico et Compagnie offer.

- In accordance with the French Data Protection Act no. 78-17 of 6 January 1978, the Trainee has the right to access, modify and rectify his/her personal data.

In particular, Coclico et Compagnie will keep the data relating to the Trainee's course and the evaluation of his/her skills for no longer than is necessary to assess the training. Finally, Coclico et Compagnie undertakes to delete any images taken by any video means during practical work at the end of the exercises.

■ **Applicable law and jurisdiction**

The general terms and conditions detailed in this document are governed by French law. In the event of a dispute arising between the Customer and Coclico et Compagnie concerning the interpretation of these terms and conditions or the performance of the contract, an amicable solution will be sought. Failing this, the Lyon Courts will have sole jurisdiction to settle the dispute.

Coclico et Compagnie Declaration of activity n° 11755682075 with the prefecture of the Auvergne-Rhône- Alpes region SIRET number: 815 175 427 000 21