

REGISTRATION FORM “WEBINAR SERIES” FGCB May 2020

Please fill the registration form and send it by email to anne.dufour@resiliencei.com.

PARTICIPANT INFORMATION

Surname:

First Name:

Job function:

Email:

Tel:

COMPANY/PERSONAL ADDRESS

Company Name:

Address:

Zip Code & City:

Country:

Intracommunity VAT Number (for an autoliquidation):

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COMPANY Intracommunity VAT Autoliquidation	Webinar Series + Resilience App + Practice of the Week	£ 350 VAT excluded	£ 390 VAT excluded
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I have read and I accept the Standard Terms of Business below.

Date

Signature

STANDARD TERMS OF BUSINESS EUROPE

THE RESILIENCE INSTITUTE EUROPE - 43-47 avenue de la Grande Armée - 75116 Paris - FRANCE
SAS with a capital of 108.450 euros - SIREN: 530 372 937 RCS Paris – Intra VAT: FR 81530372937- Code NAF 7022 Z

ARTICLE 1 – Definitions

- 1.1. The « Standard Terms of Business » are defined as the present provisions discussed below.
- 1.2. « THE RESILIENCE INSTITUTE EUROPE (TRIE) » is defined as the publisher of these Terms.
- 1.3. « The Service » is defined as any provision of training, consulting or coaching services delivered by TRIE.
- 1.4. « The Client » is defined as any company or individual using the services of TRIE.
- 1.5. « The Order » is defined as the confirmation given by the Client to the Proposal of TRIE in achieving this Service.
- 1.6. « The Contract » is defined as the Standard Terms of Business together with the Proposal related to the provision of the Service and, where applicable, any other Annexes thereto.

ARTICLE 2 – Field of application

- 2.1 These Standard Terms of Business apply to all legal relations arising between the Client and TRIE and precisely to all Services delivered by TRIE to the benefit of the Client. They form the basis of commercial negotiation between TRIE and the Client. Any use of services offered by TRIE implies unconditional acceptance by the Client of these Standard Terms of Business that have been previously made available to the Client together with the Proposal and, where applicable, the Annexes thereto, pursuant to Article L.441-6 of the French Commercial Code. Accordingly, the fact that a Client orders a particular Service implies full and unconditional acceptance of these Standard Terms of Business to the exclusion of any other document such as brochures, catalogs issued by TRIE for reference purposes only. These Standard Terms of Business also prevail on all other provisions, including those from the Purchase and Sale Terms of the Client or its authorized representative, only specific conditions expressly agreed by TRIE will derogate from the present ones. Any contrary condition opposed by the Client will, in the absence of formal written acceptance, relied upon as against TRIE, regardless of the time it may have been brought to its attention. The fact that TRIE does not prevail at a given time in any of these Standard Terms of Business cannot be interpreted as a waiver of any subsequent such conditions.
- 2.2 These Standard Terms of Business govern the Services provided by TRIE with respect to the Client and the various related services. They limit the obligations of TRIE with respect to the Client and define the limitations and exemptions of its liability towards him, in the event he would suffer losses following the provision of the Services or the use of services made available by TRIE.
- 2.3 TRIE reserves the right to modify these Standard Terms of Business.

ARTICLE 3 – Subject

- 3.1 The Standard Terms of Business, the Proposal related to the provision of the Service and, where applicable, any other Annexes thereto are intended to define the terms and conditions under which the Client reserves from TRIE one or more services in the areas of intervention of TRIE.
- 3.2 The services are defined under specific needs and requests of the Client and match customized programs developed by TRIE.

ARTICLE 4 – Proposal

- 4.1 Any intervention of TRIE shall be subject to a Proposal given or sent by fax, email and/or post to the Client.
- 4.2 This Proposal includes the name and type of Service determined from the Client's request as well as the terms and costs relative to it.

ARTICLE 5 – Order

- 5.1 The Order set the terms and conditions under which the Client agrees the Services provided by TRIE. It therefore makes acceptance by the Client exclusively with TRIE of the Services expressly mentioned in the initial Proposal. It is done by submitting to TRIE the Proposal duly accepted and signed by the Client. This delivery will be taken into account by TRIE only if it is formalized by one of the following methods: by post to TRIE's address or by email at contact.europe@resiliencei.com.
- 5.2 Any Order implies acceptance of price and description of services offered by TRIE.
- 5.3 The Order, thus carried out and transmitted to TRIE, shall be irrevocable for the Client, unless TRIE expressly accepts to waive this condition. Any request to change the composition or size of an order placed by a Client can only be taken into account by TRIE if the request has been made by writing, including fax or email, and reached TRIE no later than eight days after receiving the initial Proposal. This consideration does not constitute acceptance by TRIE of the change's request.

ARTICLE 6 – Confirmation in the event of provision of training services

- 6.1 In the event of inter-company Service, a notification to attend the training sessions will be sent by TRIE sufficiently in advance to the Client to transmit to each participant. It identifies the information regarding the training session (nature, content, dates, location, schedules ...). The communication of this notification serves as confirmation of services from TRIE. It is the Client's responsibility to transmit the information to each trainee attending to the training.

ARTICLE 7 – Fees

- 7.1 The acceptance of TRIE is dependent upon full payment of the fees by the Client. TRIE therefore expressly reserves the right to cancel the provision of the Service until the fees have not been paid in full by the Client. In case of payment by instalments and for late payment, TRIE will be entitled to suspend the fulfilment of services to come for which the Client has already registered until full payment of the unpaid invoice, without this non-fulfilment can be considered due to TRIE.
- 7.2 The fees of the Services provided by TRIE are in euros or local currency, not included VAT.
- 7.3 The pricing is set by TRIE, based on the Service to perform, which can be tailored to specific needs and request from the Client. An additional charge will be invoiced to the Client for any out of pocket expenses such as transportation, travel, food and accommodation related to all Services performed.
- 7.4 Pricing in this Proposal is valid for 12 months from the date of this Proposal.

ARTICLE 8 – Provision of Services

- 8.1 The Client is solely responsible for determining that the scope of the Services is sufficient to meet his needs.
- 8.2 TRIE reserves the right to subcontract his Services to a partner, duly recognized by TRIE. Training sessions will then be conducted by professional trainers of that partner.
- 8.3 Unless specifically stated to the contrary in the Proposal, TRIE may allocate appropriate partners and staff to perform the services and may replace any personnel named in the Proposal with personnel of similar skill.
- 8.4 Unless specifically stated to the contrary in the Proposal, timetabled dates are intended for planning and estimating purposes only and are not contractually binding.
- 8.5 In case one or more Services initially chosen by the Client cannot be delivered at the desired date, TRIE will make his best efforts to provide the Client one or more offers equivalent and/or similar to his initial request.
- 8.6 TRIE cannot be held responsible for the work of any other person engaged by the Client to perform work in conjunction with TRIE's services.

ARTICLE 9 – Terms of cancellation or postponement

- 9.1 The Contract may be terminated by either party by written notice.
- 9.2 Cancellation or postponement due to the Client
 - For cancellation or postponement's request less than a month before the scheduled start of the Service, or in case of non-attendance at a Service without prior cancellation, the Client will remain liable toward TRIE for the fees of the Service as well as any additional expenses incurred by the latter for the Service in question.
 - For cancellation received by TRIE between one and two months before the start of the Service, or in case of postponement's request sought in the same period, the Client agrees to pay TRIE, in addition to the amounts already incurred for the Service in question, an sum equivalent to 50% of the amount for the Service initially planned as an overall fixed compensation.
 - For cancellation received by TRIE more than two months before the start of the Service, or in case of postponement's request sought in the same period, the Client won't be liable to any payment, with the exception of any additional expenses incurred by the latter for the Service in question.
- 9.3 Cancellation or postponement due to TRIE
 - TRIE reserves the right to cancel or postpone one or more scheduled Services by a simple notice which will inform the Client as soon as possible. In this case, TRIE will agree with the Client of another calendar. TRIE can't be held liable for any losses incurred by the Client such as travel expenses, following the cancellation or the postponement of the Service.
 - TRIE reserves the right to cancel or postpone the training by sending to the Client a letter, email or fax no later than 5 days before the start of the considered training, in case of insufficient number of participants or the occurrence of an event of force majeure.
- 9.4 Service partially achieved by TRIE
 - In case of Service partially achieved by TRIE, no compensation will be paid to the Client as TRIE reserves the right to cancel or postpone any Service.
- 9.5 Absenteeism or dropping out during a Service

In case of absenteeism or dropping out during a Service by a Client, TRIE will invoice the Client the full price of the Service initially agreed and accepted by the parties.
If TRIE has been required to travel, extra travel and accommodation fees will be charge if necessary.

ARTICLE 10 – Substitution

- 10.1 Except the case of a customized Service, the Client may, up to twenty-four hours before the start of the Service, at no additional cost, substitute a person registered by him by any other person of his choice and provided to inform TRIE by writing. In case of a customized Service, no substitution of the recipient of the Service will be accepted.

ARTICLE 11 – Terms of payment

- 11.1 The Client agrees to comply strictly with the terms of payment of the Services as specified on the Proposal. In return for payments received, TRIE commits to perform all foreseen actions within the provision of the Service and provide all documents and records likely to justify the reality and validity of the Services' fees.
- 11.2 Invoices issued by TRIE are due for payment upon receipt by the Client. In case of non-payment within 30 days, or within the period specified on the Proposal if appropriate, the Client shall be liable to penalties set to three times the legal interest rate. Pursuant to Article L.441-6 of the French Commercial Code, these penalties shall be payable by rights, upon receipt of the notice informing the Client that TRIE has put them on debit entry, and that the late payment interests will be charged automatically against all discounts or rebates due by TRIE.
- 11.3 Pursuant to the Decree 2012-1115 dated October 2nd 2012, the allowance for recovery costs due to TRIE by the Client for late payment is fixed at forty Euros.
- 11.4 Similarly, when the payment is made by instalments, non-payment of a single term will result in immediate payment of the entire debt without prior notice from TRIE.
- 11.5 The Client must pay all expenditure incurred by the recovery of the sums due, included the legal officers (bailiffs) or court-officers fees.
- 11.6 By no means, payments may be suspended or subject to any compensation whatsoever without prior written consent from TRIE.
- 11.7 Any partial payment shall first cover the unsecured part of the debt then the amounts which the liability is the oldest.

ARTICLE 12 – Confidentiality and Intellectual Property rights

- 12.1 All documents delivered during the Service are original works and as such are protected by Intellectual Property and Copyright.
- 12.2 All Intellectual Property rights relating to training materials and other educational resources available provided to the Client as part of the training are the exclusive property of TRIE and/or its partners.
- 12.3 Accordingly, the Client agrees to use such materials and other training resources within the limits defined herein. The Client may not use, copy, transmit and generally operate all or part of these documents without prior written consent from TRIE.
- 12.4 The participant also agrees not to make any copies of software used in the training courses, with the exception of achieved exercises, provided that the files do not include a Copyright notice and after formal approval of the facilitator of the course delegated by TRIE.
- 12.5 The reproduction, broadcasting or communication to the public without prior express consent from TRIE constitutes infringement and liable to the ensuing penalties.
- 12.6 The Services are provided only for the benefit of the participants and TRIE accepts no responsibility or liability as regards third parties.
- 12.7 The Client must not use the name of TRIE in connection with any prospectus, information memorandum or other offer or marketing document, whether public or private, without our prior written consent.
- 12.8 Subject to any need to make disclosures required by law or professional ethical obligations, both parties agree that information or documents received by or provided to the other for the purposes of the Contract and provision of the Services, and which are marked « confidential » or are manifestly confidential (« confidential information ») will be treated as confidential, except if the information:
- is or becomes generally available to the public other than by a breach of the obligations under the contract,
 - is known to the parties prior to entering into the contract, or
 - is received from a third party who owes no obligation of confidence in respect of the information.
- 12.9 The Client agrees that TRIE may:
- disclose confidential information for the purpose of providing the Services and on a « need to know » basis, to our personnel (including contractors and sub-contractors) and other Resilience Institute firms involved in the provision of the services, and to our insurers or legal advisors;
 - cite the performance of the services to clients and prospective clients and prospective clients as an indication of our experience.

ARTICLE 13 – Data protection and liberties

- 13.1 Personal information that are communicated by the Client to TRIE pursuant the provision of the Services may be used by TRIE and shared with their partners, including contractors, for purposes of performing the Services. The Client expressly recognise the right to use and disclosure such data by TRIE only by placing his order.
- 13.2 However, according to French regulations, the Client may object the disclosure of his personal data by TRIE. He must, for that purpose, notify

his request to TRIE by writing. The Client may also, at any time, exercise his rights to access and amend his personal data in the files of TRIE.

- 13.3 In accordance with modified French Data Protection Act dated 6 January 1978 and European regulation, Resilience Diagnostic Participants File is declared to the CNIL under 2049988 registration number. TRIE is responsible of Processing of Data, the latter are only being used for TRIE Services. In accordance with the European Regulation (GDPR), participants have the right to exercise control over their information by contacting TRIE at our business address or directly on www.resiliencei.com website.

ARTICLE 14 – Liability and indemnity

- 14.1 TRIE cannot be held liable to the Client and any person for any direct or indirect loss arising from the enforcement of these Standard Terms of Business, the behaviour of the Client, of any substituted person or any person under his authority receiving the Service as well as from any event occurring while these persons have left the facilities where the Service has been provided under the authority of TRIE.
- 14.2 The Client accepts responsibility for compliance with these Standard Terms of Business by himself, by the substituted person and by the persons under his authority receiving the Service.
- 14.3 The Client agrees to compensate TRIE for any loss, injury or damage to the property or to any of his employees or partners caused by any beneficiary of the Service.
- 14.4 The Client agrees to:
- provide, in a timely fashion, all information, assistance and facilities that TRIE requires to enable him to deliver his Services,
 - provide information that is true, accurate and not misleading,
 - use the results of the services only for the purpose for which the Services are provided.
- 14.5 TRIE commits to provide due diligence to perform the training services received by the Client.
- 14.6 TRIE cannot be held liable for any consequential damage, such as operating loss or loss of profit suffered by the Client during or in connection with the delivery of training.
- 14.7 In any event, for any other damage, and in case of TRIE's liability, his compensation shall be expressly limited to the fees actually paid by the Client for the Service.
- 14.8 Where there is more than one addressee to the proposal, the amount of our liability as derived from clause 14.7 above is a total limit allocated between addressees, such allocation being entirely a matter for the addressees, who will be under no obligation to inform TRIE of it.
- 14.9 As part of the provision of the Services, only the professional liability of TRIE may be initiated by the Client, excluding any direct action from the latter against any employee, officer or partner company, from the latter and only in the scope of the Service.

ARTICLE 15 – Claims and Disputes

- 15.1 The Client who is unsatisfied with a performance and/or a service must contact TRIE directly by mail or by post.
- 15.2 TRIE commits to respond to the Client as soon as possible and no later than 15 days after receiving his claim.
- 15.3 The law applicable to the parties' legal relations is the French law. Any dispute concerning the performance or the provision of the Services will be the exclusive jurisdiction of the Paris' Commercial Court, regardless the head office or the place of residence of the Client, notwithstanding the number of defendants or introduction of third parties. This clause will not apply to non-professional Client for which the legal rules of jurisdiction will be granted.
This clause is stipulated in the interest of the company TRIE who reserves the right to waive them at his own discretion.

ARTICLE 16 – Other Engagements

- 16.1 Nothing in this contract prevents TRIE from providing services to other clients provided that TRIE take reasonable steps to ensure that each client's confidential information is not disclosed to other clients.