



General Terms and Conditions – Training

On 25/05/2018

1. Scope

- 1.1 The present general terms and conditions for the supply of training services (“GTC”) are applicable to all training offers (“Training”) made by MGSI S.à.r.l. (“MGSI”).
- 1.2 Any participant who wishes to register must download, fill out and sign the registration form available on MGSI’s website and return it duly completed to MGSI either by email or postal services prior the training session.
- 1.3 The GTC shall apply from the signature of the registration form by the participant.
- 1.4 By returning the form duly signed and filled out, the participant acknowledges having read and understood the present GTC and states they accept them without reserve.
- 1.5 Registration is final only after receiving full payment of registration fees.
- 1.6 MGSI reserves the right to modify or update these GTC at any time. The updated GTC shall apply to any new order regardless of the previous relationship between MGSI and the participant.

2. Language

Training is given in French by MGSI’s team.

3. Prices and fees

- 3.1 The fee per participant is indicated on the registration form and is published on MGSI’s website.
- 3.2 Registration is made in the name of the participant even if the registration fees are paid by his employer.
- 3.3 All prices are in Euro, excluding VAT. Any increase in VAT or any new tax that may be imposed between the time of the order and the payment of the training shall be at the participant’s expense.
- 3.4 Any training course begun is due in full even if the participant only participates partially.

4. Invoicing and payment

- 4.1 Full payment of registration fees shall be made upon receipt of invoice and in any case prior the training session, by transfer to MGSI’s account, as detailed in the registration form.
- 4.2 In the event of non-payment of the amount due upon receipt of invoice, the statutory late payment interest will be automatically due, pursuant to the legislation and regulations in force, namely the modified Law of 18 April 2004 regarding payment periods and interest for late payments.
- 4.3 In the event of non-payment of the amount due upon receipt of invoice, the costs regarding the recovery of the debts will be invoiced to the client (40 euros), pursuant to the legislation and regulations in force, namely, the modified Law of 18 April 2004 regarding payment periods and interest for late payments.

5. Cancellation / Postponement

5.1 Any cancellation shall be communicated to us in writing at least ten (10) business days prior to the commencement of the training. If the cancellation is communicated fewer than ten (10) business days before the training session, MGSI reserves the right to charge you with 50% of the total amount and 100% of the total amount if the cancellation is notified fewer than five (5) business days prior the training date.

5.2 It is possible to replace one participant by another. However, in that case, MGSI S.à.r.l. reserves the right to refuse a replacement if they turn out to be a competitor.

5.3 If there are not enough participants in a training session, MGSI may cancel the training one week before the due date. Registration fees previously paid will be entirely refunded or a credit note will be issued at your convenience.

5.4 If there are reasons beyond its control, MGSI reserves the right to postpone, to modify the location where the training takes place, the content of the program or the trainers while guaranteeing equal educational quality.

6. Exclusion

6.1 MGSI reserves the right to exclude the participant if any payment has not been received before the start of the training.

6.2 MGSI reserves the right to exclude the participant at any time if his behaviour compromises the smooth running of the training or if the participant seriously fails to fulfil his obligations under these GTC.

7. Liability – compensation

7.1 MGSI shall deliver the training with the due care and competence at its disposal as part of an obligation of means.

7.2 MGSI shall not be held liable for the content of the course support delivered to the participant.

7.3 MGSI shall not be held liable for material, consequential or indirect damages resulting from the content of the training delivered, especially in the absence of wilful fault or gross negligence proven by the participant.

7.4 MGSI shall not be held liable for the Participant's personal objects and effects . In no case, may MGSI be held liable for any consequential or indirect damages.

7.5 Notwithstanding the above, MGSI's liability towards the participant shall be strictly limited to compensation for direct and proven damages and in any case limited to the amount paid by the participants in the training framework.

7.6 In any case, MGSI shall not be liable in the event of force majeure.

8. Intellectual property

8.1 MGSI remains the sole owner of all intellectual property rights related to the content of the training and course supports delivered either in written or electronic form.

8.2 The participant will prevent reproducing, (directly or indirectly, totally or partly), adjusting, modifying, translating, representing, selling or sharing with nonparticipants or third parties the training supports put at the participant's disposal solely for a personal use.

9. Confidentiality

The participant shall respect and protect the confidentiality of oral or written information communicated by MGSI within the training framework.

10. Personal data protection

10.1 MGSI, in the context of requests for registration, might collect and process some personal data, in its capacity as data controller, about participants in the training.

10.2 Our privacy notice for participants is available on our website when downloading our registration form.

10.3 MGSI S.à r.l. undertakes to process personal data in compliance with applicable legal and statutory provisions and specially to implement the appropriate technical and organisational measures.

11 Jurisdiction and applicable law

11.1 These GTC are governed by and interpreted in accordance with Luxembourgish law.

11.2 Any dispute arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts of Luxembourg.