

# **GENERAL TERMS AND CONDITIONS OF SALE**

## **2025-26**

(translated from French by DeepL)

### **Table of contents**

1. GENERAL INFORMATION .....	2
1.1. Designation.....	2
1.2. Purpose.....	2
1.3. Description of the training course .....	2
1.4. Training programme.....	2
2. INSCRIPTIONS .....	2
2.1. Registration procedures.....	2
2.2. Waiting list.....	3
2.3. Coverage by the employer.....	3
3. FEES AND PAYMENT OF EDUCATIONAL COSTS.....	3
3.1. Tuition fees .....	3
3.2. Payment of tuition fees.....	3
4. CANCELLATION OF THE TRAINING COURSE BY THE ORGANISER.....	3
4.1. Cancellation of the training course .....	3
4.2. Obligations and force majeure.....	3
5. WITHDRAWAL, ABSENCE OR INTERRUPTION OF TRAINING BY A TRAINEE.....	4
5.1. Withdrawal by a trainee .....	4
5.2. Absence or interruption of training due to the Trainee.....	4
6. 6. RIGHTS.....	4
6.1. Intellectual property and copyright.....	4
6.2. Confidentiality and communication.....	4
6.3. Protection of and access to personal information.....	5
6.4. Applicable law and competent jurisdiction.....	5

## 1. GENERAL INFORMATION

### 1.1 Designation

*Super Librum* is an association whose purpose is to promote musical improvisation in all its forms, particularly in early music styles. As such, it designs, develops and delivers training courses in Renaissance counterpoint.

In the following paragraphs, the following terms shall have the following meanings:

- the Organiser: the *Super Librum* association
- the Client: any natural or legal person who registers or places an order for a training course with *Super Librum*.
- the Trainee: the natural person who participates in a training course.

### 1.2 Purpose

These general terms and conditions of sale apply solely to the professional training course entitled 'Singing from the Book' provided by the Organiser. By registering for this training course, the Customer fully and unreservedly agrees to these General Terms and Conditions of Sale.

### 1.3 Description of the training course

*Super Librum*'s 'Singing from the Book' training course takes place, depending on the case:

- either over 6 half-days of training (21 hours in total)
- or over 10 half-days of training (35 hours in total)

### 1.4 Training programme

The detailed content of the programmes, as set out in the training brochures available for download from [superlibrum.com](http://superlibrum.com), is provided for information purposes only. Trainers reserve the right to modify them depending on current events, the level of participants or group dynamics.

## 2. INSCRIPTIONS

### 2.1 Registration procedures

Trainees register for the course using an online form.

Once the online registration form has been received, two steps are required to finalise the registration:

#### 1. Reserving a place on the course (first payment)

Reservation of a place on the course is only effective after payment of a deposit of €100 on the total amount of the course fees. This payment must be made by bank transfer to the account of the *Super Librum* Association.

#### 2. Final confirmation of enrolment (2nd payment)

The Trainee's enrolment is only confirmed once the balance of the tuition fees and, where applicable, the full board fees have been received. All of these amounts must be paid in a single instalment by bank transfer to the *Super Librum* Association's account, no later than one month before the first day of the course. Until this second instalment has been paid, the Organiser reserves the right to cancel the Trainee's booking and offer their place to another person.

## 2.2 Waiting list

Once the maximum number of registrations has been reached, the online form will be closed. Applications may then be sent to the course email address and will be placed on a waiting list, known only to the Organiser.

In the event of a participant withdrawing from the course, the Organiser reserves the right to offer the place(s) to those on the waiting list.

## 2.3 Coverage by the employer

For each training course covered by a third party (the Client), the Organiser shall send a quote to the Client. Where applicable, a specific training agreement may be drawn up between the Organiser and the Client.

At the end of the training course, the Organiser shall provide the Trainee, if they so wish, with a training certificate and a certificate of attendance.

# 3. FEES AND PAYMENT OF EDUCATIONAL COSTS

## 3.1 Tuition fees

Three rates are available:

- a rate for trainees whose training is paid for by their employer;
- a 'standard' rate;
- a rate for students. This rate is available to individuals who can provide proof of student status. The organisers reserve the right to assess the validity of the proof provided.

## 3.2 Payment of tuition fees

**At the time of enrolment**, the Trainee (or the Client) shall make an initial payment of €100 as a deposit on the tuition fees.

**No later than one month before the start of the training course**, the Trainee (or the Client) shall make a second payment (balance of tuition fees + accommodation and meal costs).

Payments shall be made by bank transfer to the account of the *Super Librum* Association.

# 4. CANCELLATION OF THE TRAINING COURSE BY THE ORGANISER

## 4.1 Cancellation of the training course

In the event that there are insufficient participants to ensure the smooth running of a training course, the Organiser reserves the right to cancel the training course no later than one month before the first day of the training course. In the event of cancellation of the course by the Organiser, for any reason whatsoever, the sums paid by the Trainee (1st and 2nd instalments, as defined above) will be refunded in full, without delay.

## 4.2 Obligations and force majeure

In the context of its training services, the Organiser is bound by an obligation of means and not of results towards its Clients or Trainees. The Organiser cannot 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.

In addition to those usually recognised by case law, the following are considered to be

unforeseeable circumstances or force majeure: illness or accident of a trainer, strikes or social conflicts external to *Super Librum*, 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 the Organiser.

## **5. WITHDRAWAL, ABSENCE OR INTERRUPTION OF TRAINING BY A TRAINEE**

### **5.1 Withdrawal by a trainee**

In the event of withdrawal notified to the Organiser by the Trainee more than one month before the first day of the training course, by registered letter with acknowledgement of receipt sent to *Super Librum*, 22, rue Philibert Gaillard 69270 COUZON AU MONT D'OR, the sums received by the Organiser for the first and second instalments, as defined above, will be refunded in full without delay.

In the event of cancellation notified to the Organiser by the Trainee less than one month before the first day of the training course, by registered letter with acknowledgement of receipt sent to *Super Librum*, 22, rue Philibert Gaillard 69270 COUZON AU MONT D'OR, the Organiser shall retain:

- the entire deposit already paid for tuition fees
- the entire amount already paid for accommodation and meal costs
- the balance of the tuition fees will be refunded to the Trainee without delay.

### **5.2 Absence or interruption of training due to the Trainee**

Under no circumstances shall the Trainee's absence, partial attendance or early departure from the training course justify a full or partial refund of the sums already paid by the Trainee, whether for tuition fees or accommodation and meal costs.

## **6. RIGHTS**

### **6.1 Intellectual property and copyright**

All educational content and materials, regardless of their form (paper, electronic, digital, oral, etc.), used by the Organiser to provide training or given to Trainees, constitute original works and as such are protected by intellectual property and copyright laws.

As such, the Client and the Trainee shall refrain from using, transmitting, reproducing, exploiting or transforming all or part of these documents without the Organiser's express consent. This prohibition applies in particular to any use made by the Client and the Trainee for the purpose of organising or conducting training courses.

### **6.2 Confidentiality and communication**

The Organiser, the Client and the Trainee undertake to keep confidential any documents and information to which they may have access during the training course or during exchanges prior to registration, in particular all the information contained in the proposal sent by the Organiser to the Client. The Organiser undertakes not to disclose to third parties other than the partners with whom the training courses are organised any information provided by the Client and the Trainee.

However, the Client agrees to be cited by the Organiser as a client of its training courses. To this end, the Client authorises the Organiser to mention its name and provide an objective description of

the nature of the services in its lists of references and proposals for the attention of its prospects and customers, interviews with third parties, activity reports, as well as in the event of legal, regulatory or accounting provisions requiring it.

### **6.3 Protection of and access to personal information**

The Client undertakes to inform each Trainee that:

- personal data concerning them is collected and processed for the purposes of monitoring the validation of the training and improving the Organiser's offering.
- in accordance with Law No. 78-17 of 6 January 1978, the Trainee has the right to access, modify and rectify personal data concerning them. In particular, the Organiser will retain data relating to the Trainee's course and assessment of their learning for a period not exceeding the time necessary to evaluate the training.

Finally, the Organiser undertakes to delete, at the end of the training courses, any images that may have been taken by any video means during practical work.

### **6.4 Applicable law and competent 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 the Organiser concerning the interpretation of these terms and conditions or the performance of the contract, an amicable solution shall be sought. Failing this, the Courts of Lyon shall have sole jurisdiction to settle the dispute.