

## 1. PURPOSE

These General Terms and Conditions of Enrolment (the "Terms") set out the rights and obligations of the parties in connection with enrolment in short, long and certifying training programmes (the "Programme(s)") offered by École de Management Appliqué (EMA).

These programmes are listed on the École de Management Appliqué website ([www.ema.education](http://www.ema.education)).

These General Terms and Conditions of Enrolment apply to:  
- École de Management Appliqué (EMA), a private higher education institution and  
- the client and/or learner of a Programme offered by EMA (the "Client and/or Learner").

## 2. DEFINITIONS

**Client:**  
the natural or legal person who pays for the programme, whether on behalf of the Learner or as the Learner themselves.

**Learner:**  
the person attending the Programme.

## 3. SCOPE OF APPLICATION

Enrolment in a Programme entails full acceptance of these Terms and the associated contractual documents (application file, enrolment form, training contract or training agreement).

If any provision of these Terms is declared null, invalid or unenforceable, the other provisions shall remain fully in force and shall be interpreted in accordance with the original intention of the parties.

École de Management Appliqué reserves the right to modify these Terms at any time. In this case, the terms applicable to the Client and to the Learner shall be those in force on the date of the Learner's enrolment in the Programme.

## 4. ENROLMENT

Any application for a Programme must be made using the dedicated form and received by EMA no later than two (2) working days before the start of the Programme.

The application file or enrolment form must be sent to École de Management Appliqué either by post to the address indicated in the description of the relevant Programme on the École de Management Appliqué website ([www.ema.education](http://www.ema.education)), or by email to: [contact@ema.education](mailto:contact@ema.education)

Enrolment in a Programme, whether via an application file or an enrolment form, is subject to the discretionary assessment of École de Management Appliqué.

In all cases, enrolment is subject to places being available within the requested Programme.

Each candidate (or future Learner) shall be informed by email, at the address indicated in their application file or enrolment form, of the decision made by École de Management Appliqué regarding their application.

At the same time, the training contract or training agreement, signed by École de Management Appliqué, shall be sent by post to the address provided for this purpose in the application file or enrolment form.

The confirmation letter/email sent by École de Management Appliqué only informs the candidate that their application has been accepted and does not constitute final enrolment.

It is the sole responsibility of each candidate (or future Learner) to provide a valid email and postal address and to check their email inbox and post regularly.

Upon receipt of the training contract or training agreement, the candidate accepted by EMA undertakes to sign it and return one copy to École de Management Appliqué at the address indicated in the confirmation letter or email.

These copies must be received by École de Management Appliqué no later than the day before the first day of the relevant Programme.

Enrolment in a Programme is considered final only once the training contract or training agreement has been signed by both parties.

Subject to the conclusion and provisions of the training contract or training agreement, a Learner is considered definitively enrolled in the relevant Programme under the conditions defined above, except in the event of withdrawal or cancellation of the Programme in accordance with Article 7 of these Terms.

## 5. FINANCIAL TERMS

Payments are made by bank card or bank transfer. École de Management Appliqué's bank details appear in each application file or enrolment form.

Upon enrolment, the Client must pay an instalment corresponding to 30% of the programme fees; 100% of the enrolment fees are due one month before the Programme start date, except for short programmes funded by a legal entity, for which full payment of the programme fees is due at the time of enrolment.

Throughout the programme, 50% of the programme fees are due one month before the start of the new academic year, and the remaining 50% are due one month before the start of the second semester.

For short and executive programmes funded personally by the Learner, the balance of the programme fees shall be paid according to the terms set out in the training contract or training agreement entered into with École de Management Appliqué.

Prices are indicated in euros. École de Management Appliqué is not subject to VAT on training fees in accordance with Article 261 4. 4° of the French General Tax Code.

A payment receipt may be provided by École de Management Appliqué upon express request.

## 6. POSTPONEMENT OR CANCELLATION OF A PROGRAMME BY EMA

If the number of participants enrolled in a Programme is insufficient, École de Management Appliqué reserves the right to postpone or cancel the Programme no later than one week (7 days) before the start date.

In this case, the Client may either request reimbursement of the deposit or transfer the deposit to a later Programme session.

In the event of a reimbursement request, the deposit shall be refunded to the Client within forty-five (45) days after receipt by École de Management Appliqué of the Client's bank details.

The Learner's participation in the Programme depends on places being available. If EMA refuses access to a Learner for any other legitimate reason, the Client shall receive a full refund.

## 7. WITHDRAWAL AND CANCELLATION

### 7.1 Withdrawal

In accordance with Article L. 221-18 of the French Consumer Code, any Learner funding their training personally has a period of fourteen (14) days from the signature of the contract or agreement to exercise their right of withdrawal.

This right may be exercised by any written means.

In the event of withdrawal within this period, the Learner shall be reimbursed for any sum previously paid to EMA.

Where the Programme begins before the end of the statutory withdrawal period, the Learner acknowledges that they are requesting the immediate start of the service and waiving their right of withdrawal.

For long programmes, if the Learner applied more than three months before the start of the Programme and a duly justified visa refusal is produced, the deposit may be refunded upon presentation of official supporting documents.

### 7.2 Cancellation

After expiry of the withdrawal period:

**Corporate Clients**

For Corporate Clients who have paid the programme fees in full upon enrolment, no reimbursement may be made.

**Learners funding their Programme personally**

- Cancellation thirty-one (31) days or more before the start of the Programme: no sum shall be due.

- Cancellation between thirty (30) and fifteen (15) days before the start of the Programme: 50% of the programme fees shall be due.

- Cancellation fourteen (14) days or less before the start of the Programme: the full fees shall be due.

Sums paid may be transferred to another Programme delivered by EMA within a period of twelve (12) months.

### 7.3 Student visa refusal

In the event of a visa refusal and in order to be eligible for a postponement, the Learner is invited to submit their visa application to the competent authorities at least 3 months before the start date of the chosen Programme.

Subject to having followed the preceding recommendation, the Learner may request a postponement or cancellation. This request must be sent by email, specifying all steps that were completed in full and within the deadlines set by the validating bodies.

In this respect, the Learner must imperatively provide the following supporting documents:

- Proof of submission of the request to open a file on Campus France's "Etudes en France" website
- Proof of submission of the visa application at the embassy, mentioning the submission date
- Visa refusal letter specifying the reason for refusal.

EMA shall rule on the request on a case-by-case basis, giving preference to postponement to a forthcoming session.

## 7.4 Procedures

Any withdrawal or cancellation request must be sent to: [contact@ema.education](mailto:contact@ema.education)

The request must be accompanied by bank account details if a reimbursement is requested. Refunds shall be made within a maximum period of forty-five (45) working days.

## 8. FORCE MAJEURE

École de Management Appliqué cannot be held liable for any failure resulting from an event of force majeure within the meaning of French law.

The following are notably considered events of force majeure:

- natural disasters;
- pandemics;
- administrative decisions;
- events beyond EMA's control preventing the Programme from taking place.

In this case, EMA may postpone or cancel the Programme concerned.

## 9. PERSONAL DATA PROTECTION

The personal data collected are used by EMA for:

- enrolment in and organisation of Programmes;
- administrative and academic management;
- organisation of accommodation and catering, where applicable.

In accordance with the French Data Protection Act (Loi Informatique et Libertés) and the GDPR, the Client and the Learner have the right to access, rectify and delete their personal data.

These rights may be exercised at the following address: [ddpo@ema.education](mailto:ddpo@ema.education)

École de Management Appliqué undertakes not to transfer these data to third parties, except to service providers or organisations strictly necessary for the administrative, academic or legal management of the Programmes.

## 10. DISPUTE RESOLUTION

These General Terms and Conditions of Enrolment are governed by French law.

The parties shall endeavour to resolve any dispute amicably within a period of thirty (30) days.

Failing agreement, the dispute shall be brought before the competent French courts.