

General Terms and Conditions of Sale

KAHLER COMMUNICATION Europe

1. Introduction

KAHLER COMMUNICATION Europe is a professional training organization that supports individuals and teams in their personal or professional development through training services and conference organization. Head office: Impasse du Béchet – 27120 CROISY SUR EURE, France. Registered as a training organization under number 23-27-02-08-527 with the Eure Prefecture (Evreux). KAHLER COMMUNICATION Europe designs, offers, and delivers conferences throughout Europe.

2. Purpose and Scope

These General Terms and Conditions of Sale ("GTC") apply to all conferences organized by KAHLER COMMUNICATION Europe and prevail over any other Client document. Registration implies full and unconditional acceptance of these GTC.

If any provision is declared null or unenforceable, the remaining provisions shall remain valid and interpreted to reflect the original intent of the parties.

GTC may be updated without prior notice and without compensation to the Client.

3. Definitions

- **Client**: Any natural or legal person registering for a conference.
- **Participant**: The individual attending the conference.
- **Conference**: A meeting where people discuss topics related to their shared work.
- **GTC**: General Terms and Conditions of Sale.

4. Registration Process

Registration must include:

- A completed registration form
- Acceptance of these GTC
- Payment by credit card or bank transfer

5. Withdrawal and Replacement

If a Client cancels **at least 7 days** before the start of the conference, they may replace the Participant free of charge. The name change must be submitted in writing and confirmed by KAHLER COMMUNICATION Europe.

KAHLER is not liable for any absence or no-show of the Participant. Absence outside of cancellation terms (see article 6) will not justify refund or cancellation.

6. Cancellation and Postponement Policy

KAHLER may postpone the event up to 5 days before if there are not enough participants.

If too many participants register, the venue may be changed to a larger nearby location, with at least **2 days' notice**.

Client cancellations must be in writing. Cancellation fees:

Notice Period (before the event) Cancellation Fee

> 30 business days	0%
15–30 business days	30%
< 15 business days	70%
No-show on event day	100%

7. Financial Terms and Payment

- Prices are excluding tax and subject to VAT.
- Fees include all conference-related costs (venue, speakers, meals, etc.)
- No discount for unused services.
- Payment is due **upon receipt** of the invoice. The balance must be paid **within 30 days** of the event.

Late payment:

- Interest: 3 times the legal interest rate
- Fixed recovery fee: €40
- Legal collection fees will also be borne by the Client.

8. Conference Format

KAHLER chooses the pedagogical methods and tools at its sole discretion.

A maximum of 200 participants per conference is set for quality purposes.

9. Schedule and Welcome

Unless otherwise specified:

- Conferences run for 7 hours/day
- Typical hours: 9:30 am-1:00 pm / 2:30 pm-6:00 pm
- Mid-morning and mid-afternoon breaks included

10. Liability

- Participants must follow the venue's internal rules and safety instructions.
- Health protocols: KAHLER reserves the right to refuse participants showing epidemic symptoms.
- KAHLER is **not liable** for lost or stolen personal items.
- The Client/Participant must ensure their own personal/professional insurance covers the event.

KAHLER may exclude any disruptive Participant without compensation.

KAHLER is liable only in case of proven fault, limited to the **actual fees received** for the affected service.

11. Intellectual Property

Conference materials (paper or digital) are **copyrighted** and remain the **exclusive property of KAHLER**. Reproduction, adaptation, or distribution is **strictly forbidden** without prior written consent.

12. Confidentiality

KAHLER, its employees, and subcontractors commit to confidentiality regarding any information provided by the Client, except:

- Information already known
- Public domain information
- Information from third parties not bound by confidentiality

This obligation remains in effect during and after contract execution.

13. Recording of Conferences

Client and Participant acknowledge and accept that conferences may be recorded (audio/video).

They authorize the use of their image and voice, without time limitation or compensation.

14. Force Majeure

Force majeure includes illness, accidents, strikes, natural disasters, lack of permits, power outages, communication failures, or any **uncontrollable event**.

No party shall be liable for failure to perform due to a recognized force majeure event.

15. Data Protection

Personal data is processed for conference management.

Under the **GDPR**, each Participant has the right to access, rectify, or delete their data by emailing: **rgpd@kcf.fr** or writing to:

KAHLER COMMUNICATION Europe – CNIL Contact Impasse du Béchet – 27120 CROISY SUR EURE – France

KAHLER will retain Participant data for **no more than 3 years**. Data policy available at: <u>https://www.kcf.fr/politique-de-confidentialite</u>

16. Applicable Law and Arbitration

French law governs the contract.

Disputes shall be settled under the International Chamber of Commerce Arbitration Rules (Paris, France), by three arbitrators.

However, the parties commit to attempt amicable resolution before arbitration.