

AIM PARIS

ACADEMIE INTERNATIONALE DE MUSIQUE
INTERNATIONAL MUSIC ACADEMY

Terms of Sales
12/01/2021

TERMS OF SALES

In force on 12/01/2021

ARTICLE 1 - Scope

These General Terms and Conditions of Sale (known as "GTC") apply, without restriction or reservation to any purchase of the following services:

Musical artistic education: Courses, Masterclasses. Artistic festival: Concerts, Conferences.

as offered by the Academy ("the Service Provider") to trainees and participants ("The Clients or the Client") on the site www.aim-paris.fr.

The main characteristics of the Services are presented on the website www.aim-paris.fr.

The Customer is required to read it before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These GTC are accessible at any time on the site www.aim-paris.fr and will prevail over any other document.

The Customer declares to have read these GTC and to have accepted them by checking the box provided for this purpose before implementing the online ordering procedure at www.aim-paris.fr.

Unless proven otherwise, the data recorded in the IT system of the Service Provider constitutes proof of all the transactions concluded with the Customer.

The contact details of the Service Provider are as follows:

International Academy of Music of Paris, Association Law 1901

Siret 90482233500017

4 BIS RUE DU GUÉ

mail: contact@aim-paris.fr

phone: 0651008663

Customs duties or other local taxes or import duties or state taxes may be payable. They will be the responsibility and are the sole responsibility of the Customer.

ARTICLE 2 - Price

The Services are provided at the current prices appearing on the site www.aim-paris.fr when the order is registered by the Service Provider.

The prices are expressed in Euros, including all taxes.

The prices take into account any reductions that would be granted by the Service Provider on the site www.aim-paris.fr

These prices are firm and cannot be revised during their period of validity, but the Service Provider reserves the right, outside the period of validity, to modify the prices at any time.

The prices do not include non-educational costs, such as transport, accommodation, food costs, administrative costs such as visa, insurance, which remain the responsibility of the Customer. The payment requested from the Customer corresponds to the total amount of the purchase. An invoice is established by the Service Provider and given to the Customer during the academy session or masterclasses, after payment of the entire balance due.

ARTICLE 3 - Orders

It is up to the Customer to select on the site www.aim-paris.fr the Services he wishes to order, according to the following methods:

The Customer chooses online the teacher with whom he wishes to work, the educational form chosen (masterclasses or internship), the free options he wishes to use, as well as his wish concerning additional paid options.

The online registration then proposes the payment of the registration fee.

The Academy then sends a registration confirmation email with the amount of the balance due. This is calculated according to the courses chosen. The amount of is adjustable at any time, and at the latest on the day of the start of the session before the start of the course.

The sale will only be considered valid after full payment of the price. It is the Customer's responsibility to verify the accuracy of the order and to report any errors immediately.

Any order for a service placed on the site www.aim-paris.fr constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

The Service Provider reserves the right to cancel or refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

The Customer will be kept informed by email of the follow-up and the progress of his order.

ARTICLE 4 - Payment terms

The price is paid by secure payment, according to the following terms:

- payment by credit card
- or Paypal payment.
- Or payment in cash (euros) or by check on site at the time of arrival in the course.

The price is payable according to the following conditions and schedule:

Registration fee, to be paid when registering online. Educational fees, to be paid no later than the first day of the session and before the start of the course.

In the event of late payment and payment of sums due by the Customer beyond the above-mentioned deadlines, and after the payment date appearing on the invoice addressed to the latter, late penalties calculated at the applicable legal rate to the amount inclusive of the purchase price appearing on the said invoice, will be acquired automatically and by operation of law from the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider would be entitled to bring, in this respect, against the Customer.

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Customer.

Payment data is exchanged in encrypted mode using the protocol defined by the approved payment provider involved in banking transactions carried out on the site www.aim-paris.fr.

Payments made by the Customer will only be considered final after actual receipt of the sums due by the Service Provider.

The Service Provider will not be required to provide the Services ordered by the Customer if the latter does not pay him the full price under the conditions indicated above.

ARTICLE 5 - Provision of Services

The Services ordered by the Customer will be provided as follows:
or later before the start of the session. They are also adjustable before the start of these options.

Registration is possible within the limits of the capacities of each class. Classes are filled in order of receipt of registration fees. The registration fee is not refundable, except in the event of refusal of registration by the academy.

The said Services will be provided according to the schedule proposed on the site www.aim-paris.fr from the final validation of the Customer's order, under the conditions provided for in these GTC at the address indicated by the Customer when ordering. on the site www.aim-paris.fr.

The Service Provider undertakes to make its best efforts to provide the Services ordered by the Customer, within the framework of an obligation of means and within the deadlines specified above. If the Services ordered have not been provided, for any reason other than force majeure or the Customer's fault, the sale of the Services may be canceled at the Customer's written request under the conditions provided for in articles L 216-2, L 216-3 and L241-4 of the Consumer Code. The sums paid by the Customer will then be returned to him at the latest within fourteen days following the date of termination of the contract, to the exclusion of any compensation or withholding.

In the event of a specific request from the Customer concerning the conditions of provision of the Services, duly accepted in writing by the Service Provider, the related costs will be the subject of a subsequent specific additional billing.

In the absence of reservations or complaints expressly made by the Customer during the duration of the courses, concerts or masterclasses, these will be deemed to comply with the order, in quantity and quality.

The Customer will have a period of 15 days from the provision of the Services to make complaints in writing or by email, with all the supporting documents relating thereto, to the Service Provider.

No complaint can be validly accepted in the event of non-compliance with these formalities and deadlines by the Customer.

The Service Provider will reimburse or rectify as soon as possible and at its expense the Services for which the lack of conformity has been duly proven by the Customer.

ARTICLE 6 - Right of withdrawal

Given the nature of the Services provided, orders placed by the Customer do not benefit from the right of withdrawal (Art. 121-20-4 of the Consumer Code).

The contract is therefore definitively concluded upon placing the order by the Customer in accordance with the terms specified in these GTCS.

No refund of sums received in the event of cancellation by the Client, for whatever reason, if this occurs less than thirty calendar days before the start date of the internship or masterclass. However, if the cancellation occurs more than 30 calendar days before the start of the session, the sums collected will be reimbursed, with the exception of the registration fee which remains due, and after deduction of the reimbursement transaction costs.

ARTICLE 7 - Responsibility of the Service Provider - Guarantees

The Service Provider guarantees, in accordance with the legal provisions and without additional payment, the Customer, against any lack of conformity or hidden defect, resulting from a defect in the design or production of the Services ordered under the following conditions and according to the following methods:

Provisions relating to legal guarantees

Article L217-4 of the Consumer Code

"The seller is required to deliver goods in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. "

Article L217-5 of the Consumer Code

"The good is in accordance with the contract:

1 ° If it is suitable for the use usually expected of a similar good and, if applicable:

- if it corresponds to the description given by the seller and has the qualities that the latter presented to the buyer in the form of a sample or model;

- if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or his representative, in particular in advertising or labeling;

2 ° Or if it has the characteristics defined by mutual agreement by the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted. "

Article L217-12 of the Consumer Code

"The action resulting from the lack of conformity lapses two years after delivery of the goods. " In order to assert his rights, the Customer must inform the Service Provider, in writing (email or letter), of the existence of defects or lack of conformity.

The Service Provider will reimburse or rectify or cause to be corrected (as far as possible) the services deemed to be defective as soon as possible and at the latest within 60 days of the Service Provider finding out about the defect or defect. This reimbursement can be made by bank transfer or check. The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer.

The Service Provider cannot be considered responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law. He cannot be considered as responsible for a refusal of compensation from the client following a cancellation or an interruption of the course or of a masterclass by the client.

If registration cannot be taken into account in the class of the desired professor, the Academy will propose an assignment in another course in the same discipline. If the Customer refuses this proposal, full reimbursement of the sums collected will be made, including the administrative costs.

The Services provided through the Service Provider's www.aim-paris.fr site comply with the regulations in force in France. The Provider cannot be held liable in the event of non-compliance with the legislation of the country in which the Services are provided, which it is up to the Customer, who is solely responsible for the choice of the Services requested, to verify.

ARTICLE 8 - Personal data

The Customer is informed that the collection of his personal data is necessary for the sale of the Services and their realization and delivery, entrusted to the Service Provider. These personal data are collected only for the execution of the contract for the provision of services.

9.1 Collection of personal data

The personal data collected on the site www.aim-paris.fr are as follows:

Ordering Services:

When ordering Services by the Customer:

Names, first names, age, postal address, telephone number and e-mail address.

Payment

As part of the payment for the Services offered on the site www.aim-paris.fr, it records financial data relating to the bank account or credit card of the Client / user.

8.2 Recipients of personal data

Personal data is reserved for the sole use of the Service Provider and its employees.

The data controller is the Service Provider, within the meaning of the Data Protection Act and as of May 25, 2018 of Regulation 2016/679 on the protection of personal data.

8.4 restriction of processing

Unless the Customer expresses his express consent, his personal data is not used for advertising or marketing purposes.

8.5 Data retention period

The Service Provider will keep the data thus collected for a period of 5 years, covering the period of limitation of the applicable contractual civil liability.

8.6 Security and confidentiality

The Service Provider implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Service Provider cannot guarantee the security of the transmission or storage of information on the Internet.

8.7 Implementation of the rights of Customers and users

In application of the regulations applicable to personal data, Customers and users of the site www.aim-paris.fr have the following rights:

- They can update or delete their data as follows:

On his request expressed by mail or email, the trainee can ask the Academy to delete all of his personal data.

- They can delete their account by writing to the e-mail address indicated in article 9.3 "Data controller"
- They can exercise their right of access to know their personal data by writing to the address indicated in article 9.3 "Data controller"
- If the personal data held by the Service Provider is inaccurate, they can request the updating of the information of the information by writing to the address indicated in article 9.3 "Data Controller"
- They may request the deletion of their personal data, in accordance with applicable data protection laws, by writing to the address indicated in article 9.3 "Data controller"
- They can also request the portability of data held by the Service Provider to another service provider.
- Finally, they can oppose the processing of their data by the Service Provider.

These rights, as long as they do not conflict with the purpose of the processing, can be exercised by sending a request by mail or by e-mail to the Data Controller whose contact details are indicated above.

The data controller must provide a response within a maximum of one month.

In the event of refusal to comply with the Customer's request, the latter must be motivated.

The Customer is informed that in the event of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or seize a judicial authority.

The Customer may be invited to tick a box under which he agrees to receive informative and advertising emails from the Service Provider. He will always have the possibility to withdraw his agreement at any time by contacting the Service Provider (contact details above) or by following the unsubscribe link.

ARTICLE 9 - Intellectual property

The content of the site www.aim-paris.fr is the property of the Seller and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

ARTICLE 10 - Applicable law - Language

These GTC and the operations resulting from them are governed and subject to French law.

These T & Cs are written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

ARTICLE 11 - Disputes

For any complaint, please contact customer service at the postal or email address of the Service Provider indicated in ARTICLE 1 of these T & Cs.

The Client is informed that he may in any event have recourse to conventional mediation, to existing sectoral mediation bodies or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

In this case, the appointed mediator is

Association of Independent Mediators of Île de France Headquarters: 1 place de Fleurus - 77100 Meaux / mail: contact@amidif.com

The Customer is also informed that he can also use the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?Event=main.home.show>

All disputes to which the purchase and sale transactions concluded pursuant to these GTCS and which have not been the subject of an amicable settlement between the seller or by mediation, will be submitted to the competent courts under the conditions of law. common.

The Association "Académie Internationale de Musique de Paris" is declared on French territory with the Prefecture of Hauts de Seine (92). It is governed by French law.