

## General terms and conditions

These general terms and conditions apply to all services offered by IDC - Institut de Coaching SA (hereinafter referred to as "IDC") and form an integral part thereof. They shall come into force with effect from June 2020.

### 1. Agreement

Once accepted by IDC, the IDC training registration form shall constitute an agreement which binds the parties to these terms and conditions.

### 2. Services

IDC's service consists of providing training courses on the practice of coaching, aimed at any person wishing to integrate such skills into his or her occupation or private life. A certificate will be awarded for levels I and II provided that the student has attended all the training days for levels I and IIA-IIB-IIC. The training of an EduQua, ICF, EMCC/EQA certified and accredited professional coach can then be undertaken on obtaining this certificate; this is followed by a final examination.

### 3. Attendees

The minimum number of course attendees is twelve students. If the minimum number of attendees is not reached or exceeds the training capacity, up to ten days before the start of the course, IDC reserves the right to cancel or postpone a module or a course. In these circumstances, any sum paid by the attendee in connection with the cancelled training will be refunded, to the exclusion of any other form of compensation. However, places are limited and registrations will be accepted in order of receipt, once the deposit has been paid.

### 4. Organisation of courses and place of training

The course timetable and the training location will be sent to the attendee by post a few weeks before the start of the training. For organisational reasons, IDC reserves the right, without compensating the attendee, to postpone the training or to change the place of training subject to giving the attendee ten days minimum notice.

### 5. Accommodation

IDC may provide attendees with third party accommodation at preferential rates. In no circumstances shall IDC be held liable in the event of any change to the terms of accommodation. If the attendee decides to take the accommodation offered by IDC's partner, a separate legal relationship will be established with the establishment concerned, IDC assuming no liability. A mandatory contribution to the cost of meals may be required from the attendee in addition to the cost of the training. By signing the registration form, the attendee confirms that he or she has read the accommodation and catering terms and conditions which shall be deemed to have been accepted.

### 6. Registration, time limits and terms of payment

By submitting his or her registration request for an IDC training course, the attendee undertakes to pay the full price of the training. The duly completed and signed registration form constitutes an acknowledgment of debt within the meaning of Article 82 LP (Federal Act on the Pursuit of Debts and Insolvency). IDC reserves the right to refuse a registration without having to provide reasons. The training fee excludes VAT, the training provided by IDC being exempt, and only includes the delivery of the training and the course materials. Any other costs are the sole responsibility of the attendee. The deposit specified on the registration form must be paid simultaneously with the registration request. If the deposit is not paid, the registration request will not be accepted. The balance of the training fee must be paid no later than two months before the start of the training and in any case 1 month before the training starts. Access to the training will be refused to any attendee who is unable to prove full payment of the training fee. Any attendee who wishes to pay by instalments or who sends his or her registration request outside the time limits indicated on the registration form must make a specific agreement with IDC, which shall be free to refuse without providing reasons. The attendee must in any case be able to prove full payment of the training fee before the start of the course.

### 7. Cancellation and transfer of registration

Any request for cancellation or a transfer of the registration must be made by registered letter addressed to IDC, no later than two months before the start of the training. In this case, the amount paid by the attendee will be refunded to him or her at the end of the training course or held on account for twelve months, subject to a charge equal to 20% of the training price and 250.00 CHF administrative costs. After this two month notice, the fee will not be refunded and will be forfeit to IDC. Any costs owing to external providers related to the attendee's cancellation will also be at his or her expense. If IDC is unable to provide the training owing to causes beyond its control (force majeure), the parties expressly agree to exclude the application of Article 119 of the Swiss Code of Obligations. In such a case, the fee will not be reimbursed and will be forfeit to IDC. However, a non-transferable credit to be used on other training within twelve months will be offered to the attendee.

### 8. Interruption of training

If the attendee, for compelling reasons beyond his or her control such as illness, is forced to interrupt the training, he or she is offered the possibility of transferring registration to the next course on the IDC calendar. This transfer can only be made once and only to the next following course. The full training fee shall remain due and there will be no refund. IDC shall not be held liable for any reimbursement if the training does not meet the expectations of the attendee who shall remain liable for the full training fee.

### 9. Monitoring and validation of training

The attendee is required to attend all of the sessions of the course in order for it to be validated and to obtain the certificate specified on the registration form. In the event of justified absence, the attendee can make up for the missed session(s) by private lessons, at the preferential rate of 140.00 CHF per hour. The catch-up programme varies according to the number of hours of supervision required by the educational manager. Absences for personal or occupational reasons cannot be made up for, and the attendee will be unable to have the training validated. There will be no compensation for missed sessions.

### 10. Proficiency

Attendees wishing to improve their knowledge can retake one or more modules already taken at no cost, with the exception of meals and breaks at their own expense.

### 11. Exclusion from training

IDC reserves the right to exclude any attendee whose behaviour disturbs the smooth running of the course (insults, aggression, damage to equipment, bullying, indecent or disrespectful behaviour etc.). Any attendee thus excluded may in no circumstances claim reimbursement of the training fee, which shall be forfeit to IDC.

### 12. Limitation of IDC's liability

IDC contracts only on the basis of an obligation of best endeavours. IDC declines all liability for any damage, pecuniary loss, accident or illness that the attendee may suffer during the training. IDC cannot be held liable for any theft or loss of the attendee's personal belongings occurring during the training. By registering, the attendee confirms that he or she has taken out adequate civil liability, health and accident insurance.

### 13. Changes to training courses and prices

IDC reserves the right to make changes to training courses, prices and the general terms and conditions at any time and without notice.

### 14. Applicable law and jurisdiction

Any dispute arising out of the application or interpretation of this agreement shall be subject to Swiss law and the exclusive jurisdiction of the ordinary courts of the Republic and Canton of Geneva, in Switzerland.