

To be completed by the admissions officers

**COURSE APPLIED FOR :**

FULL APPLICATION TO BE SENT TO : ESMOD - 12 rue de la Rochefoucauld - 75009 PARIS - France, WITH THE FOLLOWING REQUIRED DOCUMENTS :

INTERNATIONAL BOSS

**Applicants within the EU/EEA/Switzerland**

- Photocopy of passport or identity card
- 1 identity pictures
- 50% of the tuition fees (the remaining 50% must be paid no later than the first day of your course)

**Applicants from outside the EU/EEA/Switzerland**

- Photocopy of passport or identity card
- 1 identity pictures
- 100% of the tuition fees
- Photocopy of the residence permit (if applicable)

STUDENT

**LAST NAME:** \_\_\_\_\_

**First Name :** \_\_\_\_\_

**Nationality :** \_\_\_\_\_

**Birth date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Place:** \_\_\_\_\_

**Gender :**  Male  Female

ADDRESS

**STUDENT - personal address :** \_\_\_\_\_ C/O Mr, Miss or Mrs \_\_\_\_\_

Apt or Unit # / Street: \_\_\_\_\_

Zip Code : \_\_\_\_\_ City: \_\_\_\_\_

Telephone number : \_\_\_\_\_ Cell Phone number : \_\_\_\_\_

Email address : \_\_\_\_\_

**Permanent Home Address (legal guardian address) :**  Father's name: \_\_\_\_\_  Mother's name: \_\_\_\_\_

*(If the student is a minor)*

Apt or Unit # / Street: \_\_\_\_\_

Zip Code : \_\_\_\_\_ City/ Town: \_\_\_\_\_ Country : \_\_\_\_\_

Telephone number : \_\_\_\_\_ Cell Phone number : \_\_\_\_\_

Email address : \_\_\_\_\_

**Financial support:**  Student  Organization  Parents

Other-Name : \_\_\_\_\_ Address : \_\_\_\_\_

REGISTRATION

July 2019 :

SUMMER COURSES

- |  |  |
|--|--|
| <input type="checkbox"/> 2 weeks Fashion Design 950 €                  | <input type="checkbox"/> 4 weeks Pattern Making 1 500 €                  |
| <input type="checkbox"/> 4 weeks Fashion Design 1 500 €                | <input type="checkbox"/> 4 weeks Fashion Business 1 500 €                |
| <input type="checkbox"/> 4 weeks Fashion Design+Pattern Making 2 500 € | <input type="checkbox"/> 4 weeks Fashion Design+Fashion Business 2 500 € |

October 2019 to June 2020 :

EVENING COURSES

- Fashion Design 2 900 €
- Pattern Making 2 900 €
- Fashion Design+Pattern Making 4 900 €

PAYMENT

- By bank check (payable to the order of ESMOD)  Cash or Credit Card (payable only at the Student Accounting Service by appointment)
- Bank transfer (a copy of each bank transfer must be given to the school's administration. The student's name must be indicated).

**BANK'S DETAIL**

Compte ESMOD - Crédit Agricole d'Ile de France - 49-51, avenue George V - 75008 PARIS				
18206 <small>Code Banque</small>	00420 <small>Code Guichet</small>	57683800001 <small>Numéro de compte</small>	97 <small>clé RIB</small>	AGRIFRPP882 <small>BIC / SWIFT number</small>
IBAN International Bank Account Number : FR76 1820 6004 2057 6838 0000 197				

Expenses incurred from bank transfers or foreign checks are the student's responsibility. For that reason, the payer must mention "OUR" on the bank transfer. All payments must be made in Euros.

**Tuition fees :** \_\_\_\_\_ **Deposit amount :** \_\_\_\_\_ **Paid on :** \_\_\_\_\_

\_\_\_\_\_

The student (and his legal gardian if the student is a minor) declare(s) that they have read the general terms of sale annexed hereto, in particular clause 10 relating to personal data, and accept them thoroughly.

The student

Place : \_\_\_\_\_ Date : \_\_\_\_\_

**Signature :**

The legal parent

Place : \_\_\_\_\_ Date : \_\_\_\_\_  
 I wish to be informed of my child's assiduity and scholastic results

**Signature :**

**GENERAL TERMS OF SALE FOR  
SHORT COURSE TRAINING SERVICES****ARTICLE 1 – GENERAL INFORMATION****1.1. Scope**

These general terms of sale apply to all short training courses proposed by the company ESMOD, a joint stock company with a registered capital of €450,000, registered under the number 572 135 077 RCS Paris, having its registered office at 12 rue de la Rochefoucauld – 75009 Paris (hereafter referred to as 'ESMOD') in its capacity as a private higher education establishment, undertaken by natural persons on a personal basis (hereafter referred to as the 'Student') in the fields of fashion, design and pattern-making as described on the website [www.ESMOD.com](http://www.ESMOD.com) (hereafter referred to as the 'Short Courses').

These general terms of sale take precedence over any different or contrary clause featured in the documents and correspondence exchanged with the Student. Any waiver to these general terms of sale must be the subject of ESMOD's prior, express and written acceptance.

Should any of the clauses of the general terms of sale be declared void or illegal in whole or in part, the other stipulations will remain in force and continue to produce their full effects.

Unless ESMOD's prior written consent has been obtained, the Student is not permitted to transfer the benefits of these general terms of sale or the rights they confer, whether wholly or partially, directly or indirectly.

**1.2. Cooperation between the parties**

The Student acknowledges that prior to registration he has received sufficient information and advice from ESMOD enabling him to ascertain that the Short Courses meet his needs.

To enable ESMOD to meet the Student's requests, in as far as this is feasible and complies with the applicable regulations and with professional practice, the Student agrees to provide ESMOD with comprehensive, accurate and reliable information concerning his requirements and his expectations, which should be clearly expressed.

**ARTICLE 2 – DESCRIPTION OF THE  
SHORT COURSES**

ESMOD's Short Courses provide a complete overview of the creative process in the fashion world, from design to production, enabling the Students to acquire unique expertise in the fashion trades. The Short Courses offered are as follows:

- The fashion trades "Fondation Course" proposes a five (5) months immersion in the French "Fashion and Arts" culture, enabling Students to confirm their chosen course and/or to best prepare themselves before commencing a course of study leading to a diploma.

- The summer or evening Courses are suited to fashion enthusiasts who wish to learn about design and pattern-making, and the basics of fashion design. The details of each Short Course are featured on the [www.ESMOD.com](http://www.ESMOD.com) website. The Short Courses are taught in French or in English in Paris and/or at sites throughout the Paris area.

The Short Courses are reserved exclusively for Students who are registered in advance. Each Short Course is strictly personal and may not be forwarded or shared by the student to/with third parties. The substitution of Students during the Course is strictly prohibited.

**ARTICLE 3 – REGISTRATION**

The Student must duly complete the registration form to Short Courses and opt for summer or evening courses.

The duly filled in registration form must be sent to ESMOD's Service des Admissions by post or email before the end of the registration period, accompanied by all requested items of documentary proof and payment of the price of the chosen Short Course..

Any registration file which is not complete or is not submitted with the deposit shall not be taken into account.

Upon receipt of the full registration form, ESMOD shall send to the Student a registration certificate confirming his admission to the Short Course.

It is strongly recommended that English speaking Students applying to register for an English speaking Short Course, possess a basic knowledge of French. As the number of places for each Short Course is limited, it is strongly recommended that Students register as soon as possible.

It is hereby stipulated that if the Student is a minor, his registration requires a commitment by his legal representative via the signature of all registration documents.

**ARTICLE 4 – SHORT COURSE  
ORGANISATION****4.1. Supervision and teaching staff**

Each Short Course is designed and run by an ESMOD educational manager or by one or several trainers from his team comprised from among teachers, professionals in the fashion trades, and high-level specialists and consultants.

**4.2. Technical resources and sites**

During the Short Course, the Student has access to the facilities and infrastructure available at ESMOD (classrooms for practical work, wi-fi access, etc.). The Short Courses may be held on various ESMOD sites in Paris and the surrounding region. In the event of a change of location during the Short Course, the Student will be informed in writing and/or by information displayed on the official noticeboards.

**4.3. Documentation and programmes**

Documentation adapted to each Short Course in the form of an educational pack comprised of educational works, training manuals is proposed to the Students.

ESMOD reserves the right to make modifications to some of the Short Course's planning schedules and programmes during the year according to the establishment's educational and/or practical organisation requirements.

**4.4. Attendance**

The Student's attendance of all classes is compulsory and will be verified.

**ARTICLE 5 – FINANCIAL TERMS****5.1. Prices**

The prices for the Short Courses may be viewed on the website [www.ESMOD.com](http://www.ESMOD.com). They are firm and non-revisable for the year underway and are subject to change.

The prices for the Short Courses are expressed in euros, inclusive of VAT. They do not include accommodation and travel costs, meal costs, and Student insurance.

**5.2. Supplementary costs**

The prices for the Short Courses do not include the following supplementary costs: the student life and campus life contributions, the subscription to the Student Union, the purchasing of educational packs, the supplies necessary to the Course (the purchasing of magazines and/or other works, fabrics, etc.).

**5.3. Payment methods**

Payment for the Short Courses may be made:

- by bank cheque made out to ESMOD,
- in cash or by bank card, payable only at the ESMOD's student accounting office by appointment,
- by bank transfer (please note that any bank transfer fees will be borne by the Student).

**5.4. Payment terms**

Payment must be made based on the payment schedule arranged for each Short Course.

Any registration occurring less than thirty (30) days before the start of the Short Course will require immediate payment of the whole cost of the Short Course.

**5.5. Late payment**

The Student's continued presence on the Short Course is subject to strict compliance with the payment terms. Any late payment which has not been formally approved in advance by ESMOD's management may result, entirely at ESMOD's discretion, in all sums due becoming immediately payable in full and in the possibility of access to the Short Course being temporarily withdrawn until payment is up to date.

Any total or partial delay in settling invoices at their payment due date will result, as of right and with no notice required, in the application of late payment penalties equivalent to three (3) times the official interest rate.

In addition to the late payment penalties, the Student must pay ESMOD fixed compensation of forty euros (€40) toward collection costs, without prejudice to any additional compensation if the collection costs incurred are higher than this amount.

**ARTICLE 6 – RIGHT OF WITHDRAWAL**

The Student has the option, with no requirement to provide justification or to pay penalties, to exercise his right of withdrawal up to fourteen (14) calendar days as from his registration for the Short Course as confirmed by his registration certificate issued by ESMOD.

In this case, the Student must inform ESMOD of his decision to withdraw by returning the form attached as an appendix to these general terms of sale, duly completed, or any other unambiguous statement expressing his wish to withdraw, before the expiry of the above-mentioned deadline, either by post to the following address: ESMOD – Service des Admissions - 12 rue de la Rochefoucauld - 75009 Paris, or by email to [contact@ESMOD.com](mailto:contact@ESMOD.com).

Any withdrawal request which does not comply with the legal deadline or the formalities stated in the previous paragraph will not be considered.

After having exercised his right of withdrawal in accordance with the abovementioned deadlines and procedure, ESMOD will reimburse the Student for all sums paid as soon as possible, and at the latest within the fourteen (14) days following the withdrawal date.

**ARTICLE 7 – CANCELLATION –  
ABANDONMENT – FORCE MAJEURE****7.1. Cancellation**

Any request from a Student to cancel his registration must be notified to ESMOD at the latest two (2) months before the start of the Short Course via the sending of a registered letter with acknowledgement of receipt accompanied by items of proof.

If the request is accepted by ESMOD, deferral of his registration to the following year will be proposed to the Student as a priority.

The Student may accept such deferral up to six (6) months before the start of the next year's Course, and in that case, registration fees paid shall be automatically transferred to the next year's Course.

The Student may refuse the deferral proposed by ESMOD, and in that case his registration fees shall be refunded, although it should be noted that ESMOD will retain a fixed sum of one hundred euros (€100) for summer courses and two hundred euros (€200) for evening courses and Fondation Course as administration charges.

Any cancellation request sent to ESMOD less than two (2) months before the start of the Short Course will not be taken into account and ESMOD will retain all registration fees paid.

**7.2. Abandonment**

If the Student abandons his Short Course during the year, the payment of the sums due for the Short Course immediately becomes due. However, if the Student demonstrates serious and legitimate grounds for this he will only be required to pay tuition fees for the period during which he actually undertook the Short Course. A request for reimbursement of the portion of the tuition fees on a pro rata basis must imperatively be submitted by registered letter with proof of receipt to ESMOD, along with all items of proof enabling ESMOD to assess the serious and legitimate grounds for the abandonment in question.

**7.3. Cancellation or postponement at ESMOD's initiative**

ESMOD reserves the right to cancel or postpone a session of the Short Course at any time if the minimum number of participants is not reached.

In the event of cancellation by ESMOD, the sums paid will be refunded to the Student. The Student may claim no compensation.

In the case of postponement, ESMOD will propose new dates where possible. In this case, either the Student accepts them and the sums already paid will be deducted from the price for the new Short Course session, or the Student refuses them and the sums will be refunded to him without compensation.

**7.4. Force majeure**

ESMOD may not be considered liable vis-a-vis the Student for the non-performance or suspension of its obligations resulting from force majeure circumstances as defined by law and the case law of the French courts.

**ARTICLE 8 – INTELLECTUAL PROPERTY**

ESMOD is the exclusive owner of the intellectual property rights for all of the Short Courses proposed to Students, subject to the rights of third parties and contributors. These rights concern in particular all educational content and media, regardless of their form (paper, digital, verbal, etc.) used to provide the Short Courses.

The Student agrees not to use or reproduce, directly or indirectly, in whole or partially, modify, translate, represent, market or circulate to third parties the course media and other educational resources made available to him without ESMOD's prior written consent. Any violation of this ban may result in civil and/or criminal action.

ESMOD remains the owner of its tools, methods and know-how developed prior to or during the Short Courses.

The brands, logos, names, signage or any other intellectual property belonging to ESMOD are protected. Any total or partial use, representation or reproduction of the above-mentioned features without ESMOD's consent is strictly prohibited.

**ARTICLE 9 – INSURANCE**

Students are asked to take out civil liability insurance. This insurance is compulsory for all educational and extracurricular activities.

**ARTICLE 10 – PERSONAL DATA**

The information gathered during a Student's registration on a Short Course and during the Short Course is collected and processed by computer. It is used by ESMOD in its capacity as data controller, to manage Student registrations and to monitor their education. This data is only supplied to ESMOD's teams and its service providers involved in the provision of the Short Courses. The data is stored only for the period strictly necessary to accomplish the purpose for which it was collected, pursuant to the recommendations of the CNIL (French data protection authority).

Pursuant to the French data protection act of 6 January 1978, as modified, and the EU regulation 2016/679 of 27 April 2016 concerning the protection of natural persons regarding the processing of personal data (the "GDPR"), each Student has, under the conditions provided by the law, a right to access,

rectify and delete his personal data and demand its portability, as well as a right to restrict and object to the processing of his data. Each Student also has the right to specify the fate of his personal data in the event of his death and to submit a complaint to a regulatory authority (including the CNIL – the French data protection authority).

Students may exercise these rights at no cost by simply writing to the following address: ESMOD - Service Etudiant - 12 rue de la Rochefoucauld - 75009 Paris, or emailing the following address: [laurent.madec@ESMOD.com](mailto:laurent.madec@ESMOD.com).

Concerning telephone details, ESMOD informs the Student of his right to join the "Bloctel" telephone cold-calling opt-out list available at the address <https://conso.bloctel.fr/>.

**ARTICLE 11 – MEDIATION**

In the event of difficulties arising concerning the interpretation or performance of these general conditions of sale and/or Short Courses, the parties will seek an amicable solution as a priority.

If the Student has sent a written claim to ESMOD and has not obtained any satisfaction or reply within two (2) months, he may submit his claim free of charge to the Consumer Mediator within a maximum of one (1) year from the date of his initial claim.

The Student may refer the matter directly to the MEDIATION-NET mediator at the following address <http://www.mediation-net-consommation.com> or by writing to: Mediation-Net - 34 rue des Epinettes - 75017 Paris.

**ARTICLE 12 – APPLICABLE LAW – JURISDICTION**

These general terms of sale, the contractual dealings between ESMOD and the Student and all resulting acts are subject to French law, subject to the application of the mandatory provisions of the law of the state in which the Student normally resides if this is a country of the European Union.

Any dispute concerning the validity, interpretation or performance of these general terms of sale and/or related matters, which cannot be amicably resolved within a period of one (1) month, will be considered the jurisdiction of the French courts even in the event of the introduction of third parties or multiple defendants.

**ARTICLE 13 – CONTACT**

For any requests, complaints or questions concerning these general terms of sale and/or the Short Courses, the Student may contact ESMOD's Admissions Office at any time by telephone on +33 (0)1 44 83 60 85, by email at [contact@ESMOD.com](mailto:contact@ESMOD.com) or by post at the following address: ESMOD – Service des Admissions - 12 rue de la Rochefoucauld - 75009 Paris - France.

**APPENDIX  
Withdrawal form (template)**

Please complete and return this form only if you wish to withdraw from your registration.

For the attention of the ESMOD Admissions Office

By email: [contact@ESMOD.com](mailto:contact@ESMOD.com)  
By post: 12, rue de la Rochefoucauld  
75009 Paris – France

I wish to notify you of my withdrawal from registration for the Short Course mentioned below:

Name of Short Course:  
.....  
.....

Registration application date:  
.....  
.....

Registration certificate date:  
.....  
.....

Student's Last name and First name:  
.....  
.....

Student's address:  
.....  
.....

Student's signature (only in the case of notification by paper) and that of the legal representative if the Student was a minor at the time of registration:  
.....  
.....

Date :  
.....