



## GROUPS AND EVENTS

GENERAL TERMS AND CONDITIONS OF SALE

## 1. OBJECT

These general terms and conditions of sale ("Terms") apply to all clients wishing to organise a course or workshop group ("Client") performed by The Ritz Hotel Limited [a company organised and existing under the laws of England and Wales, registered at Companies House under number 00048125, having its registered office at 14 South Street, London W1Y 5PJ, United Kingdom] ("RITZ Paris") within the Ecole Ritz Escoffier premises or on external sites ("Course/Workshop").

These Terms, the signed quotation and the corresponding invoice shall constitute the entire agreement between the Client and the RITZ Paris.

In the event of any conflict between the signed quotation and these Terms, the signed quotation shall prevail.

## 2. ENFORCEABILITY

The registration for one or several Courses/Workshops automatically implies that the Client unreservedly accepts these Terms. The applicable version of these Terms shall be the one in force as of the date of signature of the quotation. These terms may be amended from time to time by RITZ Paris giving written notice to the Client. No contradictory, additional or amendment clause shall be effective against the RITZ Paris unless previously accepted by the RITZ Paris in writing.

## 3. VALIDITY OF OFFER

All offers made by RITZ Paris Ecole Ritz Escoffier of Courses/Workshops are valid for thirty (30) days from the date of the offer, unless another period is specified by RITZ Paris at the time of the quotation.

## 4. RESERVATION PROCEDURE

The Client's reservation, shall not be confirmed until RITZ Paris Ecole Ritz Escoffier receives the signed quotation and Terms preceded by the mention « read and approved », either by email at [ecole@ritzparis.com](mailto:ecole@ritzparis.com) or by post: Ecole Ritz Escoffier, Ritz Paris, 15 place Vendôme, 75001 Paris, along with the corresponding deposits.

The Client agrees that his/her reservation of the Course/Workshops is subject to receipt by RITZ Paris of the corresponding deposits.

## 5. RATES

The applicable rates are those listed in the Ecole Ritz Escoffier quotation in force at the time of the Client's reservation.

## 6. PAYMENT

All payments shall be made in Euros and are subject to VAT. In the event that payment is made in another currency, the applicable change rate shall be the one applicable to RITZ Paris on the date of payment. All bank charges are to be borne by the Client.

The Client shall make the payments in strict compliance with the following schedule:

- 80 % of total amount upon reservation; and
- Remaining 20 % fifteen (15) days before the Course/Workshop start date.

Non-compliance with the above schedule, shall entitle RITZ Paris to cancel the Client's reservation and to keep the deposits already paid.

RITZ Paris may discretionally grant special conditions of payment to the Client.

In case of additional fees following the event the remaining balance shall be settled upon invoice receipt.

In compliance with the NRE law and article 441-6 of the French code of commerce, late payment penalties shall be applicable as of the due payment date, without RITZ Paris having to send any payment reminders to the Client.

Late payment penalties shall be applicable as of the thirty-first (31st) day following the Course/Workshop start date.

A penalty rate of 2.97% shall be charged on the total invoice amount (including VAT) per month of delay.

In addition to such late payment penalties, the Client shall be responsible for all recovery costs. The amount of this indemnity is fixed at 40€ (decree n°2012-1115, 2nd October 2012).

## 7. INVOICING

Client committed by signing the contract of a minimum attending participant number on the day of the event. The Client shall confirm by writing to the Ecole Ritz Escoffier Direction at least 8 working days before the event the selected menu and at least 2 working days before the event the final number of attendees.

The amount of the Ecole Ritz Escoffier invoice could in no way be less than the one corresponding to the minimum attending participant number guaranteed by the Client in the signed quotation, according to cancelation clause in the Early Termination of agreement section.

When number of participants shall exceed minimum guaranteed, a pro rata invoice will be generated.

The Client accepts to receive the corresponding invoice of his/her Course/Workshop via email after the Course/Workshop. The Client must make a written demand to RITZ Paris in the event he/she wishes to receive the invoice by post.

## 8. COURSES/WORKSHOPS

The Courses/Workshops are performed by highly qualified Chefs of the Ecole Ritz Escoffier and experts who may have assistance from time to time, subject to RITZ Paris discretion.

The practical and theory sessions of the Courses/Workshops are given in French and/or in English, according to the language spoken by the Clients' guest. All guests must be fluent in at least one of these two languages in order to correctly understand the Course/Workshop.

Guests shall be provided with one copy only of all recipes in his/her chosen language (English or French).

Guests shall be provided with the content, form and schedule of the Courses/Workshops in the quotation and offer description.

## 9. PREMISES AND EQUIPMENT

RITZ Paris has two kitchens and one pastry lab at the Ecole Ritz Escoffier available for the Courses/Workshops. Professional tools and equipment required for the performance of the Courses/Workshops are also made available to the Clients.

## 10. EARLY TERMINATION OF AGREEMENT

### 10.1. Rescheduling or cancellation by Client

In the event that the Client cancels, for any reason, the Course/Workshop, he/she must notify RITZ Paris by e-mail or by post (date as per postmark) as soon as possible.

- If cancellation is confirmed within 30 days or more from the Course/Workshop start date, RITZ Paris shall retain 50 % of the Course/Workshop full price.
- If cancellation is confirmed within 29 to 10 days before the Course/Workshop start, RITZ Paris shall retain 80% of the Course/Workshop full price.
- If cancellation is confirmed within 9 days from the Course/Workshop start date, RITZ Paris shall retain 100% of the Course/Workshop full price.

### 10.2. Rescheduling or cancellation by RITZ Paris

In the occurrence of a Force Majeure event, including war, riot, strike, works, etc., interpreted strictly in accordance with Article 1148 of the French Civil Code and the definition adopted by the French courts, which affects the premises of the RITZ Paris, RITZ Paris shall not be obliged to comply with its obligations and may suspend performance of the agreement if it is unable to perform its obligations.

## 11. OBSERVANCE OF INSTRUCTIONS

Clients must observe at all times the instructions and directions given by RITZ Paris Ecole Ritz Escoffier staff during the Course/Workshop.

In the event of a dispute between the RITZ Paris Ecole Ritz Escoffier and the Clients in relation with non-observance of instructions, RITZ Paris Ecole Ritz Escoffier Management reserves the right to suspend the whole Course/Workshop for the Client.

## 12. INTELLECTUAL PROPERTY

RITZ Paris holds all the intellectual property rights and copyright related to Ritz Escoffier Course/Workshop content, including to any and all materials and documents provided to the Client during the Course/Workshop.

RITZ Paris holds all the intellectual property rights and copyright on the Ritz Escoffier database and any and all materials and documents released online.

Any reproduction, modification or disclosure to third parties of all or any part of the Ritz Escoffier Course/Workshop content, including of any materials and documents, under any form whatsoever, is strictly prohibited without prior written approval of RITZ Paris.

The Client is explicitly prohibited from recording Ritz Escoffier Course/Workshop and/or diffusing films made during the Course/Workshop on any media without RITZ Paris prior express written approval.

The Client and the company he/she might work for expressly acknowledge that RITZ PARIS and RITZ ESCOFFIER are registered trademarks owned by RITZ Paris and protected all over the world. No use of the RITZ PARIS and/or RITZ ESCOFFIER trademarks, or of any sign similar thereto, are allowed except to inform third parties that he/she took a course at the RITZ ESCOFFIER cooking school.

## 13. LIABILITY AND INSURANCE

RITZ Paris is covered by liability insurance. However, the Clients must be covered by his/her own insurance in the event of any accident,

RITZ Paris shall in no event be held liable for any personal injury resulting from practical exercises performed during the Courses/Workshops and that would affect a customer. Moreover, RITZ Paris shall not be held liable for any damage or loss of personal belongings brought to the Ecole Ritz Escoffier by the Client.

RITZ Paris shall in no event be held liable for any damage resulting from the Client-eating dishes made on the Course/Workshop and/or taken out of the RITZ Paris premises.

## 14. CONFIDENTIALITY

The Client agrees to keep all information related to the activity of RITZ Paris confidential, except with respect to information that is already in the public domain.

## 15. GOVERNING LAW AND JURISDICTION

THESE TERMS SHALL BE GOVERNED BY FRENCH LAW. ANY DISPUTE ARISING FROM THEIR INTERPRETATION OR APPLICATION WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE PARIS COURTS.

Client signature, preceded by the mention « read and approved »

Client Name: .....

Signed in: .....

Date: .....

I understand and agree to the above general terms and conditions of sale