



GENERAL TERMS AND CONDITIONS OF SALE

PROFESSIONAL TRAINING

1. OBJECT

These general terms and conditions of sale ("Terms") apply to all cooking enthusiasts or persons wishing to become professionals in the food service and catering industry ("Trainee(s)" or "Beneficiaries") by attending the professional training courses 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").

These Terms, the signed Training Contract or Agreement and the corresponding invoice shall constitute the entire agreement between the Trainee or the Beneficiary, respectively, and the Ecole Ritz Escoffier (referred to as «the Training Contract or Training Agreement»).

In the event of any conflict between the Terms, and the Training Contract or Agreement, the Training Contract or Agreement shall prevail over the Terms.

2. ENFORCEABILITY

The registration for one or several Courses automatically implies that the Trainee or Beneficiary unreservedly accepts these Terms. The applicable version of these Terms shall be the one in force as of the date of signature of the training Contract or Agreement. These terms may be amended from time to time by Ritz Paris giving written notice to the Trainee. 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 are valid for thirty (30) days from the date of the offer, unless another period is specified by Ritz Paris on the Ecole Ritz Escoffier brochure and/or website at : <http://ecole-escoffier.ritzparis.com> (referred to as the "Website") in force at the time of the offer.

4. REGISTRATION AND ADMISSIONS PROCEDURES

Validation by the Ecole Ritz Escoffier of all registrations is subject to the following conditions.

Registration by the Candidate (referred to as the «Candidate») for the Training Course requested on the registration form (referred to as the «Form»), is available by sending a written request to the following e-mail address: ecole@ritzparis.com no later than two (2) weeks before the Training Course start date. It is specified that any Form sent by the Candidate within two (2) weeks before the start of the Training does not exclude the Candidate from the possibility of admission to the said Training Course, subject to availability of places and the conditions specified below.

The Ecole Ritz Escoffier shall reply to the Candidate within seven (7) days.

As part of the admission procedure and prior to the Candidate's admission, the Ecole Ritz Escoffier will offer the Candidate an interview, either face-to-face or by videoconference. Once the application has been accepted by the Management of the Ecole Ritz Escoffier and the documents listed in the Form have been received, a professional training contract or agreement will be sent to the Candidate.

It is specified that the Candidate will have a withdrawal period, according to the terms of the professional Training Contract or Agreement and as specified under article 8 of the GTC, below. As part of the expiration of the withdrawal period, the Candidate shall pay an initial deposit of thirty percent (30%) of the total amount of

the Training Course and seventy percent (70%) during the duration of the Training Course, in accordance with the schedule stipulated in the Contract or Professional Training Agreement.

The Candidate agrees that acceptance of his/her enrolment in the Training Course(s) is subject to his/her interview with the Ecole Ritz Escoffier and a favorable decision by the latter. Following this decision, the Candidate is required to notify the Ritz Paris Ecole Ritz Escoffier, by e-mail, of receipt by the Ecole Ritz Escoffier of all the documents listed on the Form, as well as to pay the first instalment.

The Candidate is informed that the Ecole Ritz Escoffier reserves the right to refuse a registration if the Candidate's profile does not correspond to the level of the Training chosen.

5. RATES

The applicable rates are those listed in the Ecole Ritz Escoffier brochure and on its Website in force at the time of the Trainee's registration.

6. PAYMENT

There is no discount for early payment.

All payments shall be made in Euros and are subject to VAT (20%). 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 Trainee or Beneficiary.

Payment of the Training price must be made by:

- cheque made payable to «THE RITZ HOTEL, LIMITED»,
- bank transfer, specifying the name of the Trainee or Beneficiary, the course title and dates, or
- credit card (via a secure payment link).

Payment of the first Training deposit (as per article 4) must be made on expiry of the withdrawal period and before the start of Training, for effective admission of the Candidate.

The Ecole Ritz Escoffier may, from time to time, grant special terms of payment to Trainees or Beneficiaries, as specified in the Training Contract or Agreement.

The Ecole Ritz Escoffier may send invoices concerning the payment of deposits to the Trainee or Beneficiary by e-mail following acceptance by the Trainee or Beneficiary.

For organizations taking charge of the Beneficiary, invoicing and payment terms will be specified in the Training Contract or Agreement. Any company domiciled within the European Union (outside France) must indicate its intra-Community VAT number on the Form so that invoicing can be established.

In the event of financing by a funding body (OPCA, OPCO, etc.), it is the responsibility of the Beneficiary :

- make the request for funding before the start of the Training Course, and ensure that the funding is accepted by the organization he/she has designated;

- explicitly indicate on the Form and on the Training Contract or Agreement which organization will be invoiced and for what amount, specifying its contact details. If the Ecole Ritz Escoffier does not receive the third-party organization's application for reimbursement before the first day of the Training Course, the full cost of the Training Course will be invoiced to the Beneficiary.

In the event that the third-party organization refuses to pay the amount of its coverage due to the Beneficiary's absence, withdrawal or for any other reason whatsoever, the Beneficiary will be liable for the full cost of the Training, which will therefore be invoiced to him/her.

In the event of partial payment by the third-party organization or any other third-party organization, the balance will be billed directly to the Trainee or the Beneficiary.

7. LATE PAYMENT PENALTIES AND SANCTIONS IN THE EVENT OF NON-PAYMENT

Any sum not paid on the due date will give rise to the payment by the customer of late payment penalties set at three (3) times the legal interest rate in force. These penalties are automatically payable, without the need for a reminder, upon receipt of the notice informing the Trainee or Beneficiary that they have been debited. In addition, a flat-rate indemnity of forty (40) euros is payable for collection costs in the event of late payment. Moreover, in the event of full non-payment of an invoice that has fallen due, after formal notice has remained without effect for five (5) working days, the Ecole Ritz Escoffier reserves the right to suspend all current and/or future training courses.

8. COURSES

The courses are performed by highly qualified Chefs of the Ecole Ritz Escoffier who may have assistance from time to time, subject to Ritz Paris discretion. The practical sessions of the Course are given in French and/or in English, according to the language spoken by the Trainees or Beneficiaries non-French-speaking. All Trainees or Beneficiaries must be fluent in at least one of these two languages to read, understand and express themselves in French and/or English in a fluent manner to correctly understand the Course.

The Ecole Ritz Escoffier reserves the right to refuse an application if the Candidate's linguistic level is deemed insufficient by the Management of the Ecole Ritz Escoffier. In order to promote effectiveness and exchange of the Course, the number of Trainees for each session shall be limited. The Trainee shall be provided with one copy only of all recipes in his/her chosen language (English or French). The content, form and schedule of the Course(s) are detailed in the Ecole Ritz Escoffier brochure and on its Website (under the registration tab), except for special limited offers.

The Trainee or Beneficiary accepts to comply at all times with Ritz Paris and the Ecole Ritz Escoffier internal rules provided upon initiation of the Course. The Trainee or Beneficiary accepts without reservation the respect of the internal rules of the Ecole Ritz Escoffier given to the Trainee upon signature of the Training Contract or Agreement or by e-mail. The Training Courses offered at Ritz Paris Ecole Ritz Escoffier constitute a food industry service performed at a specified date or interval in accordance with Article L. 121-21-8 of French Code de la consommation.

The Trainee or Beneficiary has a period of ten (10) days from the date of signature of the Training Contract or Agreement to withdraw from the Training Contract or Agreement within the meaning of article L. 6353-5 of the French Labor Code.

The Trainee or Beneficiary benefits from a withdrawal period of fourteen (14) days, in accordance with the provisions of article L. 121-21 of the French Consumer Code, in the case of a Training Contract or Agreement entered into remotely, following telephone canvassing or off-premises canvassing.

The Trainee or Beneficiary wishing to withdraw from the Training Contract or Agreement must inform the Ecole Ritz Escoffier by registered letter with acknowledgement of receipt. In this case, no sum may be demanded from the Trainee or Beneficiary before the expiry of the withdrawal period.

9. TRAINING DOCUMENTS

All teaching materials, as well as the Ecole Ritz Escoffier rules and regulations, will be given to the Trainee or Beneficiary, in a single copy and in a single language, upon signature of the Contract or Training Agreement at the time of effective enrolment and at the latest at the beginning of Training. These documents will not be replaced by the Ecole Ritz Escoffier in the event of loss or theft.

10. DATES AND TIMES

Eight (8) days before the start of the Training, the Training schedules will be sent to the Trainee or Beneficiary. Training may take place in the morning, afternoon and/or evening. The Ecole Ritz Escoffier reserves the right to modify Training schedules and timetables up to forty-eight (48) hours before the start of each session.

11. PREMISES AND EQUIPMENT

Ecole Ritz Escoffier has two kitchens and one pastry lab available for the Courses. Professional tools and equipment required for the performance of the Courses are also made available to the Trainees or Beneficiaries.

12. CHEF OUTFITS

Professional uniforms are required. For this purpose, Ecole Ritz Escoffier shall provide the Trainee with a full chef uniform (coat, trousers, apron, hat), which shall be cleaned by Ritz Paris laundry service on a daily basis. The Trainee or Beneficiary shall also have access to changing rooms at the Ritz Paris Ecole Ritz Escoffier. The Trainee or Beneficiary shall be charged €150 for the uniform if he/she deteriorates it or does not return it to Ritz Paris upon termination of the Course. The Trainee shall wear his/her own safety shoes at all times during the Course as Ritz Paris Ecole Ritz Escoffier shall not provide any footwear. The Ritz Escoffier School will not make loans on site.

13. HANDS-ON TRAINING AT THE RITZ PARIS KITCHENS AND PASTRY LAB

Access to this practical experience is subject to validation by the Ecole Ritz Escoffier management and to availability.

At the end of the « Ritz Escoffier Culinary Diploma » training course, and subject to successful completion of the practical examinations and continuous assessment for the three (3) levels (Initiation, Intermediate and Advanced), the Trainee or Beneficiary may take part in a four (4) week work placement in the kitchens of the Ritz Paris.

On completion of the « Ritz Escoffier Pastry Diploma » training course, and subject to passing the practical exams and continuous assessment for the three (3) levels (Initiation, Intermediate and Advanced), the Trainee or Beneficiary may take part in a four (4) week work placement in the Pâtisserie in the kitchens of the Ritz Paris.

On completion of the « Ritz Escoffier Culinary Arts Diploma » training course, and subject to passing the practical exams and continuous assessment for the six (6) levels (including the 6 levels of the above training courses), the Trainee or Beneficiary may take part in an eight (8) week work placement in the kitchens of the Ritz Paris.

These periods of practical training in the kitchens and/or patisserie of the Ritz Paris are non-renewable and are not remunerated, nor do they require a training agreement.

The duration of the training period may be increased, subject to the prior written agreement of the Parties, up to a maximum of seven (7) weeks, and subject to the signature of an amendment freely negotiated in good faith between the Parties.

14. CERTIFICATES AND DIPLOMAS

For long-term training Courses (three weeks and a half and five weeks and a half), a Diploma is granted by the Ritz Paris Ecole Ritz Escoffier to Trainees who successfully pass the practical test. For short-term training courses (one week or less), a certificate is granted to Trainees.

15. EARLY TERMINATION OF AGREEMENT

15.1 Rescheduling or cancellation by Trainee of Beneficiary

In the event that the Trainee or Beneficiary cancels, for any reason, the Course, he/she must notify the Ecole Ritz Escoffier in writing as soon as possible by registered letter with acknowledgement of receipt or by e-mail to ecole@ritzparis.com (proof of receipt of the e-mail is the responsibility of the Trainee or Beneficiary):

- If the cancellation occurs sixty (60) days or more before the start date of the Training Course, the Ritz Paris Ecole Ritz Escoffier will reimburse the deposit paid in full or postpone the said Training Course within six (6) months of the cancellation, at the request of the Trainee or the Beneficiary.

- If the cancellation occurs between the 59th day and the 30th day before the start date of the Training, fifty percent (50%) of the total price of the Training deposit will be retained by the Ecole Ritz Escoffier. The Trainee or the Beneficiary will also have the option of deferring fifty percent (50%) of the amount already paid, for a next Training session within six (6) months of the initially scheduled Training start date. The Ecole Ritz Escoffier will not accept any further postponements.

If the Trainee or Beneficiary is prevented from taking part in Training due to an event of force majeure duly recognized in accordance with current French legislation and jurisprudence, the professional training contract or agreement is terminated. In this case, only the services provided will be due, prorated to their value as stipulated in this Contract or the Training Agreement.

15.2 Rescheduling or cancellation by Ritz Paris

The Ecole Ritz Escoffier reserves the right to cancel or postpone one or more Training Courses within fifteen (15) days prior to the start date of the Training Course. In this case, the Ecole Ritz Escoffier will propose to the Trainee or Beneficiary either to postpone the said Training to another date (within six (6) months of the cancellation), or to refund the full price of the Training.

Following an event of force majeure, duly recognized in accordance with current French legislation and case law, affecting the facilities of the Hotel Ritz Paris, the Ecole Ritz Escoffier may release itself from its obligations or suspend the execution of the Training Contract or Agreement, if it finds itself unable to do so.

15.3 Termination of Training for non-acquired levels

The Ecole Ritz Escoffier reserves the right to cancel the Trainee's or the Beneficiary's participation in the Training, if the Trainee or the Beneficiary has not acquired the necessary exam results to access the next level. The Ecole Ritz Escoffier undertakes to reimburse the Trainee or the Beneficiary on a pro rata basis for the hours of training not completed.

16. OBSERVANCE OF INSTRUCTIONS

Trainee or Beneficiary must observe at all times the instructions and directions given by Ecole Ritz Escoffier staff during the Course. In the event of a dispute between the Ecole Ritz Escoffier and the Trainee in relation with non-observance of instructions, Ecole Ritz Escoffier Management reserves the right to suspend the whole Course. In this case, the Trainee or the Beneficiary is informed that the Ecole Ritz Escoffier will retain any advance payments made for the Training.

17. VISA

Foreign Trainees or Beneficiaries shall be responsible for contacting the French Embassy or Consulate in their respective countries of residence in order to find information about access and accommodation conditions for the whole duration of the Course, before registering at the Ecole Ritz Escoffier.

Trainees or Beneficiaries undertake to hold all necessary authorizations, for the whole duration of the Course, upon arrival in France. In the event that a foreign Trainee or Beneficiary shall apply for a visa to participate in the Course, Ecole Ritz Escoffier

shall deliver a certificate confirming the Trainee's reservation upon request, subject to full payment of training. An enrollment certificate may also be provided to the Trainee upon receipt by Ritz Paris of the deposit payment.

18. ACCOMMODATION

Ritz Paris shall not be responsible for the Trainee's accommodation. However, Ecole Ritz Escoffier shall provide a selection of hotels, places, and publications to assist the Trainee or Beneficiary in finding an accommodation in Paris. The Ecole Ritz Paris will not be held responsible for any dispute, incident, unavailability, etc. concerning the free provision of the list in question.

For a stay at the Ritz Paris, the Trainee or Beneficiary may contact Customer Service, specifying that he/she is enrolling in a Training Course at the Ritz Escoffier School: reservations@ritzparis.com.

19. INTELLECTUAL PROPERTY

Ritz Paris holds all the intellectual property rights and copyright related to Ritz Escoffier Course content, including to all materials and documents provided to the Trainee or Beneficiary during the Course. Ritz Paris holds all the intellectual property rights and copyright on the Ritz Escoffier database 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 content, including of any materials and documents, under any form whatsoever, is strictly prohibited without prior written approval of Ritz Paris.

The Trainee or Beneficiary acknowledges the following: RITZ ENTERPRISE SA, a limited company under Swiss law, with its registered office at Rue du Rhône 42, 1204 Geneva, Switzerland, registered in the Commercial Register of the Canton of Geneva under number CHE-100.374.228, (hereinafter referred to as «RESA») is the exclusive owner of the «Ritz» and/or «Ritz Paris», as well as «Ritz Escoffier» denominative or semi-figurative trademarks and all other distinctive or graphic signs, registered or unregistered used by RITZ PARIS. RESA has authorized RITZ PARIS to use the Trademarks in connection with the operation of the Ritz Paris hotel and its Ecole Ritz Escoffier and to offer related services.

No use of the trademarks, or of any similar signs, is authorized without the prior written consent of the Ecole Ritz Escoffier. Any communication (press releases, interviews, social network comments, etc.) referring to the relationship between the Trainee or the Beneficiary and the Ecole Ritz Escoffier, concerning elements of the Training Contract or Agreement must be submitted to the Ritz Paris Ecole Ritz Escoffier for prior approval before publication.

20. LIABILITY AND INSURANCE

Any enrolment for one or more Training Courses held on the premises of the Ecole Ritz Escoffier implies that the Trainee or the Beneficiary complies with the Ecole Ritz Escoffier's internal regulations, which have been brought to the Trainee's or the Beneficiary's attention. Compliance with the rules of hygiene is an essential condition for the durability of the contractual relationship and the use of the Ecole Ritz Escoffier premises by the Trainee or the Beneficiary. The Trainee or Beneficiary shall make reasonable and careful use of the work space provided by the Ecole Ritz Escoffier, to take care of the production equipment and utensils provided, to use them normally and to return them in good condition at the end of each course. Ritz Paris is covered by liability insurance. However, the Trainees must be covered by his/her own insurance in the event of any accident, and must provide Ritz Paris with a copy of said certificate of insurance upon registration. Ritz Paris shall in no event be held liable for any personal injury resulting from practical exercises performed during training 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 Trainee or Beneficiary. Ritz Paris shall in no event be held liable for any damage resulting from the Trainee or Beneficiary-eating dishes made on the Course and/or taken out of the Ritz Paris premises. The Ecole Ritz Escoffier declines all responsibility for the presence of allergens in foodstuffs, due to cross-contamination.

21. CONFIDENTIALITY

With the exception of any information that has previously been communicated in the public domain, the Trainee or the Beneficiary agrees to keep confidential all information related to the activity of the Ecole Ritz Escoffier, whatever its nature, whether economic, technical or commercial, to which the Trainee or the Beneficiary may have had access during the performance of the Training service or on the occasion of exchanges that took place prior to the conclusion of the Training Contract or Agreement.

22. PERSONAL DATA

In order to carry out the Training Courses, the Ecole Ritz Escoffier is required to collect personal data as defined in Article 4. 1 of European Regulation 2016/679 of April 27, 2016 and provided by the Trainee or Beneficiary when registering and sending documents, during occasional audiovisual filming, or when taking photographs of the Ecole Ritz Escoffier (referred to as the «Data») and shall process them in accordance with European Regulation 2016/679 of April 27, 2016 and Law no.

78-17 of January 6, 1978, as amended, known as the «Data Protection Act» (referred to as the «Applicable Provisions»).

The Ecole Ritz Escoffier undertakes to use the Data fairly and solely for the purposes of the training contract or agreement (registration, admission, organization of Training, issue of certificate, etc.) and for the internal and external communication of the Ecole Ritz Escoffier (social networks, Website, newsletter, etc.).

The Candidate, the Trainee, the Beneficiary, or the training organization (referred to as the «Persons concerned»)

In addition, the Ecole Ritz Escoffier guarantees the origin and compliance with the applicable regulations of the Data they may entrust to the Ecole Ritz Escoffier for Training, in particular by respecting the purposes for which they were collected and their duration and place of storage. In its capacity as data controller, the Ecole Ritz Escoffier also shall to:

- keep registers of Data processing;
- implement the measures necessary to ensure the security and confidentiality of Data;
- allow Data Subjects to exercise their rights with regard to Data processing; in particular, Data Subjects;
- use only secure channels to make Data available to the Ecole Ritz Escoffier;
- document its instructions in writing when providing the Data to the Ecole Ritz Escoffier.

Data subjects are reminded that they have the right to access, modify, rectify, erase, limit, port and oppose data processing, and may revoke their consent at any time.

The Data Subjects may assert their rights directly with Ecole Ritz Escoffier, which undertakes to comply with such rights within the statutory time limits and to inform Ecole Ritz Escoffier thereof, by writing to DPO, Ecole Ritz Escoffier, 15 place Vendôme, 75001 Paris, France, or electronically to dpo@ritzparis.com.

Data is kept for the time strictly necessary to fulfill the purposes for a period of three (3) years or longer to comply with legal obligations, resolve any disputes and enforce contractual commitments.

23. 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.

These Terms and Conditions and all relations between the Ecole Ritz Escoffier and the Trainee or the Beneficiary shall be governed by French law.

Any dispute which cannot be settled amicably, relating to the interpretation or application of the GCS and/or the Contract or the Training Agreement, will be subject to the exclusive jurisdiction of the Courts of Paris.

Training organization registered under the activity declaration number 11755566775 and holder of the AFNOR «Qualiopi». This registration does not imply government approval.

Trainee or Beneficiary signature, name and date, preceded by the mention « read and approved »