



PROFESSIONAL TRAINING

GENERAL TERMS AND CONDITIONS OF SALE

## 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)”) 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 agreement and the corresponding invoice shall constitute the entire agreement between the Trainee and the RITZ Paris.

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

## 2. ENFORCEABILITY

The registration for one or several Courses automatically implies that the Trainee 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 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> (“Website”) in force at the time of the offer.

## 4. REGISTRATION PROCEDURES

The Trainee may register on the Ecole Ritz Escoffier Website or via email at [ecole@ritzparis.com](mailto:ecole@ritzparis.com). The registration form must be duly completed, and sent to RITZ Paris Ecole Ritz Escoffier either by email at [ecole@ritzparis.com](mailto:ecole@ritzparis.com) or by post to: Ecole Ritz Escoffier, Ritz Paris, 15 place Vendôme, 75001 Paris, along with the corresponding deposit. RITZ Paris shall send a written confirmation to the registered Trainee.

The Trainee agrees that his/her reservation of the Course(s) is subject to receipt by RITZ Paris of the corresponding deposit.

If the Trainee takes a long-term Course (one week; three weeks and a half; and five weeks and a half) he/she must provide two passport photographs, a valid medical certificate, a passport or national ID copy (for French citizens), copy of visa if needed for the Trainee, and a liability insurance certificate.

RITZ Paris reserves the right to refuse the registration of a potential future Trainee if his/her level does not match the level of the selected Course.

## 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

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 Trainee.

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

- 50% of total amount upon reservation; and
- remaining 50%, thirty (30) days before the Course start date.

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

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

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

## 7. 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 and theory sessions of the Course are given in French and/or in English, according to the language spoken by the Trainees. All Trainees must be fluent in at least one of these two languages in order to correctly understand the Course.

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 accepts to comply at all times with RITZ Paris and the Ecole Ritz Escoffier internal rules provided upon initiation of the Course.

The 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. As a consequence, the Trainee shall not benefit from the right of withdrawal provided for in Article L. 121-21 of French Code de la consommation in the event of online purchases on the RITZ Paris Ecole Ritz Escoffier Website. Therefore, the Trainee shall not be able to cancel any reservations of Courses made on RITZ Paris Ritz Escoffier Website.

## 8. TRAINING DOCUMENTS

Upon initiation of the Course, the Trainee shall be provided with one copy only and in one language only of all the educational materials as well as the RITZ Paris and Ecole Ritz Escoffier internal rules. Such documents shall not be replaced by RITZ Paris in the event that they get lost or stolen.

## 9. DATES AND TIMES

Ten (10) days prior to initiation of the Course, the Trainee shall be provided with the Course schedules. Courses may take place in the morning, in the afternoon, and in the evening. RITZ Paris reserves the right to amend the Course schedules at least 48 hours before each session.

## 10. PREMISES AND EQUIPMENT

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

## 11. CHEF OUTFITS

RITZ Paris 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 shall also have access to changing rooms at the RITZ Paris Ecole Ritz Escoffier. The Trainee shall give RITZ Paris a €150 deposit upon registration for the chef uniform and the changing room key. The Trainee shall be charged for the uniform and/or key if he/she 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.

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

Professional hands-on training after termination of the Course is not mandatory but is strongly recommended by RITZ Paris as an integral part of Ecole Ritz Escoffier curriculum.

Such hands-on training is subject to availability and to RITZ Paris Ecole Ritz Escoffier management decision.

- Trainees who attended the “*Introduction to French cuisine*” and the “*Advanced level in French cuisine*” Courses may be able to do a 3-week professional hands-on training at the Ritz Paris kitchens.
- Trainees who attended the “*Haute French cuisine*” Course may be able to do a 4-day professional hands-on training at the Ritz Paris kitchens.
- Trainees who attended the “*Introduction to French pastry making*” and the “*Advanced level in French pastry making*” Courses may be able to do a 3-week professional hands-on training at the Ritz Paris pastry lab.
- Trainees who attended the “*Haute French pastry making*” Course will be able to do a 4-day professional hands-on training at the Ritz Paris pastry lab.
- Trainees who attended the “*Master’s Degree in Cookery*” full Course will be able to do a 40-day professional hands-on training at the Ritz Paris kitchens.

These training periods at the Ritz Paris kitchens and/or pastry labs are not renewable.

## 13. 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.

## 14. EARLY TERMINATION OF AGREEMENT

### 14.1 Rescheduling or cancellation by Trainee

In the event that the Trainee cancels, for any reason, the Course, 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 60 days or more from the Course start date, RITZ Paris shall fully reimburse the paid deposit or reschedule the Course within the following six (6) months, at the Trainee’s request.
- If cancellation is confirmed within 59 to 30 days from the Course start date, the RITZ Paris shall retain 50% of the Course full price.  
The Trainee shall also be entitled to transfer 50% of the paid amount to another Course within the six (6) months following the initial Course start date. No further rescheduling shall be accepted by RITZ Paris.
- If cancellation is confirmed within 29 days from the Course start date, RITZ Paris shall retain 100% of the Course full price.

### 14.2 Rescheduling or cancellation by RITZ Paris

RITZ Paris reserves the right to cancel or reschedule a Course and/or Course session within 15 days from date the Course start date, if the number of participants is deemed too low, or if the Chef in charge of the Course is unable to perform said session.

In such event, RITZ Paris shall offer the Trainee to either reschedule said Course to a later date (within 6 months following cancellation), or to be reimbursed the full price of the Course.

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.

## 15. OBSERVANCE OF INSTRUCTIONS

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

In the event of a dispute between the RITZ Paris Ecole Ritz Escoffier and the Trainee in relation with non-observance of instructions, RITZ Paris Ecole Ritz Escoffier Management reserves the right to suspend the whole Course for the Trainee and to reimburse the Trainee for the remaining sessions.

## 16. VISA

Foreign Trainees 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 RITZ Paris Ecole Ritz Escoffier.

Trainees undertake to hold all necessary authorisations, for the whole duration of the Course, upon arrival in France.

In the event that a foreign Trainee shall apply for a visa to participate in the Course, RITZ Paris 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.

## 17. ACCOMMODATION

RITZ Paris shall not be responsible for the Trainee's accommodation. However, RITZ Paris Ecole Ritz Escoffier shall provide a selection of hotels, places and publications to assist the Trainee in finding an accommodation in Paris.

For accommodation requests at the Ritz Paris Hotel, the Trainee should contact the Ritz Paris Customer Service team mentioning his/her Course at :

T + 33 1 43 16 30 70 – F + 33 1 43 16 45 38  
reservations@ritzparis.com.

## 18. INTELLECTUAL PROPERTY

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

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 content, including of any materials and documents, under any form whatsoever, is strictly prohibited without prior written approval of RITZ Paris.

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

The Trainee 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.

## 19. LIABILITY AND INSURANCE

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.

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

## 20. CONFIDENTIALITY

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

## 21. 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.

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