



COURSES AND WORKSHOPS

GENERAL TERMS AND CONDITIONS OF SALE

1. OBJECT

These general terms and conditions of sale (“Terms”) apply to all cooking enthusiasts (“Client”) attending the courses and workshops 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 reservation confirmation and the corresponding invoice shall constitute the entire agreement between the Client and RITZ Paris.

In the event of any conflict between the reservation confirmation and these Terms, the reservation confirmation shall prevail.

2. ENFORCEABILITY

The registration for one or several Course(s)/Workshop(s) 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 the reservation confirmation of the Course/Workshop. 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 RITZ Paris unless previously accepted by RITZ Paris in writing.

3. VALIDITY OF OFFER

All offers made by the RITZ Paris Ecole Ritz Escoffier of Course(s)/Workshop(s) 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 Client may register on the Ecole Ritz Escoffier Website, via email at ecole@ritzparis.com or by telephone. Once the Client has paid the full price for the Course(s)/Workshop(s), RITZ Paris shall send the Client a written confirmation.

The Client agrees that his/her reservation is subject to receipt and validation by RITZ Paris of the full price for the corresponding Course(s)/Workshop(s).

5. RATES

The applicable rates are those listed in the Ecole Ritz Escoffier brochure and/or on its Website in force at the time of the Client’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 Client.

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

7. GIFT CARDS

All gift cards may be exchanged for cooking classes, pastry making classes, signature workshops, Toques junior classes or all other courses held by the Ecole Ritz Escoffier. The gift cards are non-transferable and are valid for one year, non-renewable, as of their date of issue. Reservations may be made either on the issue date of the gift card or at a later date by the gift card recipient

8. COURSES AND WORKSHOPS

The Course(s)/Workshop(s) are performed by highly qualified Chefs of the Ecole Ritz Escoffier, professional speakers from the Ritz Paris and outside partners, who may have assistance from time to time, subject to RITZ Paris discretion.

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

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

The Course(s)/Workshop(s) offered at the 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. Consequently, the Client 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 Client shall not be able to cancel any reservations of Course(s)/Workshop(s) made on the RITZ Paris Ecole Ritz Escoffier Website.

9. PREMISES AND EQUIPMENT

RITZ Paris has two kitchens and one pastry lab at the Ecole Ritz Escoffier available for the Course(s)/Workshop(s). Professional tools and equipment required for the performance of the Course(s)/Workshop(s) are also made available to the Client.

10. CERTIFICATES

A certificate is granted by the RITZ Paris Ecole Ritz Escoffier to the Clients after completion of the Course(s)/Workshop(s).

11. EARLY TERMINATION OF AGREEMENT

11.1 Rescheduling or cancellation by the Client

In the event that the Client cancels the Course/Workshop, for any reason, he/she must notify RITZ Paris by e-mail or by post (date as per postmark), at the latest, eight (8) days before the Course/Workshop start date. Only one reschedule will be possible, within the following twelve (12) months, at

the Client's request and subject to availability. If the Client has paid with a gift card, the rescheduled date must be within the Client's gift card validity period.

- If the Client is able to justify his/her absence with a medical certificate at least forty-eight hours (48) before the beginning of the Course/Workshop, RITZ Paris shall reschedule the Course/Workshop within the following (12) months, at the Client's request and subject to availability.
- If the Client does not attend the scheduled Course/Workshop, RITZ Paris shall retain 100% of the Course/Workshop full price.

11.2 Rescheduling or cancellation by RITZ Paris

RITZ Paris reserves the right to cancel or reschedule a Course(s)/Workshop(s) within eight (8) days from the Course/Workshop start date, if the number of participants is deemed too low, or if the Chef in charge of the Course/Workshop is unable to perform said session.

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

In the occurrence of a Force Majeure event which affects the premises of RITZ Paris, including but not limited to 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, 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.

12. OBSERVANCE OF INSTRUCTIONS

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

13. INTELLECTUAL PROPERTY

RITZ Paris holds all the intellectual property rights and copyright related to the 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 RITZ Paris prior written approval.

The Client is explicitly prohibited from recording the 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 the Client took a Course/Workshop at the RITZ ESCOFFIER cooking school.

14. LIABILITY AND INSURANCE

RITZ Paris is covered by liability insurance. However, the Client 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 Course(s)/Workshop(s) and that would affect a Client and/or 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.

15. 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.

16. 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.