

# L'ATELIER DES CHEFS LIMITED

## WEBSITE STANDARD TERMS AND CONDITIONS

Please read these conditions carefully and make sure that you understand them. You should understand that by booking with us, you agree to be bound by these conditions.

Please click on the button marked "I Accept" at the end of these conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to place a booking from our site.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

<b>Contract:</b>	the contract for the provisions of the Services
<b>Document:</b>	includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
<b>Due Date:</b>	The date on which L'atelier has agreed to provide the Services
<b>Further Private Event Advance:</b>	an advance, subsequent to a Private Event Advance, to be paid in respect of a Private Event the amount of which shall be determined in accordance with clause 10.5 of these Conditions
<b>Group Booking:</b>	a booking for 4 or more persons joining one of the public cookery classes offered by L'atelier, which does not constitute a Private Event
<b>Intellectual Property Rights:</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
<b>L'atelier:</b>	L'atelier des Chefs

<b>Price:</b>	The price for the Services as shown on the Website
<b>Private Event:</b>	a private event provided by L'atelier
<b>Private Event Advance:</b>	an advance payment equivalent to fifty-five (55%) of the total amount payable by you in respect of a Private Event
<b>Services:</b>	the provision by L'atelier of cookery lessons and any other additional related service or services which L'atelier may provide from time to time
<b>Gift Voucher:</b>	any voucher or card (whether or not purchased from L'atelier) held by you and which can be used as a contribution towards the purchase of the Services from L'atelier
<b>Website:</b>	the website owned or operated by L'atelier currently being <a href="http://www.atelierdeschefsdubai.com">www.atelierdeschefsdubai.com</a>

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Unless otherwise specified in those Conditions, a reference to **writing** or **written** includes faxes and e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

## 2. INFORMATION ABOUT L'ATELIER

2.1 L'atelier operates the website [www.atelierdeschefsdubai.com](http://www.atelierdeschefsdubai.com) L'atelier des Chefs in Dubai is an Atelier located at Airport Road · PO Box 10001 · Dubai · United Arab Emirates.

## 3. YOUR STATUS

3.1 By placing an order through the Website, you warrant that:

3.1.1 You are legally capable of entering into binding contracts; and

3.1.2 (for an individual) you are at least 18 years old.

#### **4. APPLICATION OF CONDITIONS**

L'atelier shall provide the Services to you subject to these Conditions.

#### **5. BOOKING AND FORMATION OF CONTRACT**

5.1 Bookings can be made through the Website or by telephone and are subject to availability.

5.2 Bookings made either through the Website or by telephone constitute an offer by you to enter into a binding contract with L'atelier, which L'atelier is free to accept or decline at its absolute discretion.

##### **General Booking Conditions**

5.3 These Conditions shall become binding upon you and L'atelier when L'atelier notifies you by e-mail that it is able to provide the Services, at which point a binding contract shall come into existence between you and L'atelier.

5.4 Any quotation for the Services is given by L'atelier on the basis that a binding contract shall only come into existence in accordance with clause 5.3.

5.5 Notwithstanding clause 5.3, L'atelier shall be entitled to cancel any booking without notice if it becomes apparent that:

5.5.1 you have provided an incorrect or incomplete identity; or

5.5.2 you have provided an incorrect e-mail address.

##### **Specific Booking Conditions Applying to Group Booking**

5.6 In the case of a Group Booking, these conditions shall become binding upon you and L'atelier when:

5.6.2 you have satisfied the conditions set out at clause 10.2; and

5.6.3 L'atelier has notified you by e-mail that it is able to provide the Services, at which point a binding contract shall come into existence between you and L'atelier.

##### **Specific Booking Conditions Applying to Private Events**

5.7 In the case of a Private Event, these conditions shall become binding upon you and L'atelier when:

5.7.1 you have accepted the quotation supplied by L'atelier;

5.7.2 you have satisfied the conditions set out at clauses 10.3, 10.4 or 10.5 (depending on the value of your booking); and

5.7.3 L'atelier has notified you by e-mail that it is able to provide the Services,

at which point a binding contract shall come into existence between you and L'atelier.

## **6. GIFT VOUCHERS**

- 6.1 Gift Vouchers cannot be used in conjunction with the purchase of Services or the purchase of goods sold by L'atelier in respect of which a discount is already offered except at the sole discretion of L'atelier.
- 6.2 Unless otherwise stated on the Gift Vouchers, Gift Vouchers are non-refundable and non-exchangeable.

## **7. L'ATELIER'S OBLIGATIONS**

- 7.1 L'atelier shall use reasonable endeavours to provide the Services to you.
- 7.2 L'atelier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply in any way to the provision of the Services.

## **8. YOUR OBLIGATIONS**

- 8.1 You agree that you shall co-operate with L'atelier in all matters relating to the Services.
- 8.2 you shall be liable to pay to L'atelier, on demand, all reasonable costs, charges or losses sustained or incurred by L'atelier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to L'atelier confirming such costs, charges and losses to you in writing.
- 8.3 If L'atelier's performance of its obligations under the Contract is prevented or delayed by your act or your omission, L'atelier shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

## **9. THE WEBSITE**

- 9.1 The Website and its entire content constitutes (unless otherwise stated) part of L'atelier's Intellectual Property Rights.
- 9.2 you shall be permitted to use the Website in particular the weblog or forum pages subject to your agreement not to communicate by email, by posting, or by any other means any communication that is or may in L'atelier's sole opinion be considered to be illegal, obscene, abusive, threatening, or discriminatory in any way.
- 9.3 L'atelier reserves the right to remove any communication in whatever form from the Website without notice.

- 9.4 You must obtain L'atelier's prior written consent if you wish to add a link to the Website on any other website, or if you wish, in any way, to incorporate any page, or part of a page of the Website into another website.
- 9.5 Although every reasonable effort is made to do so, L'atelier cannot guarantee the accuracy of information on the Website and shall not be held responsible for any errors or omissions therein.

## **10. PRICES AND PAYMENT**

### **General Payment Terms**

- 10.1 Unless otherwise stated in these Conditions, the following terms shall apply to all bookings placed with L'atelier:
- 10.1.1 the Price shall be expressed in United Arab Emirates Dirham (AED);
- 10.1.2 in consideration for the provision of the Services by L'atelier, you shall pay the Price as shown on the Website on the day of booking;
- 10.1.3 the Price is inclusive of any tax;
- 10.1.4 payment of the Price shall be made in cleared funds either on confirmation of booking process in accordance with clause 5 or on the day of the provision of the Services;
- 10.1.5 if payment of the Price is not made on the due date for payment (as set out in clause 10.1.4), L'atelier may charge interest on the overdue amount at the rate of 4% a year above the base rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay L'atelier interest together with the overdue amount.

### **Specific Payment Terms for Group Bookings**

- 10.2 No Group Booking shall be deemed to have been booked until L'atelier has received full payment of the Price in cleared funds upon placing of the booking.

### **Specific Payment Terms for Private Events**

- 10.3 If you place a booking for a Private Event of a value lower than AED 5,000, L'atelier may in its absolute discretion issue an invoice, the payment of which must be made at least fifteen (15) working days before the Due Date.
- 10.4 If you place a booking for a Private Event of a value greater than AED 5,000 but lower than AED 50,000, the Private Event shall not be deemed to have been booked until L'atelier has received the Private Event Advance in cleared funds no later than fifteen (15) working days before the Due Date.
- 10.5 In the case of a Private Event of a value of AED 50,000 or greater, L'atelier may require a Further Private Event Advance to be paid in cleared funds no later than one (1) working day before the Due Date so that the amount which remains to be paid does not exceed AED 5,000.

- 10.6 If you fail to make payment in accordance with clause 10.3, 10.4 or 10.5 this shall give L'atelier the right to postpone the Private Event to a later date without notice.
- 10.7 If a Private Event has been postponed by L'atelier in accordance with clause 10.6, you shall be entitled to reschedule the Private Event within a period of three (3) months of the Due Date. If you fail to reschedule the Private Event within the allocated period of three (3) months, your right to reschedule such an event shall be lost and any sums paid by you shall be kept by L'atelier.

## **11. AMENDMENT AND CANCELLATION**

- 11.1 Any request from you to change the number of persons attending or to cancel a Group Booking or a Private Event must be notified to L'atelier in writing.
- 11.2 If you wish to amend the number of persons attending a Private Event which you have already booked, the following Conditions shall apply:
- 11.2.1 if your request is notified to L'atelier at least five (5) working days before the Due Date, L'atelier shall reserve the right to increase or reduce the Price depending on the number of persons attending; or
- 11.2.2 if your request is notified less than five (5) working days before the Due Date, L'atelier shall reserve the right to increase the price depending on the number of additional persons attending but it shall not be obliged to reduce the Price if the number of persons attending the Private Event is less than anticipated at the time the booking was placed.
- 11.3 Any request from you to increase the number of persons attending a Private Event is subject to availability.
- 11.4 If you wish to cancel a Group Booking which you have already booked, the following Conditions shall apply:
- 11.4.1 if L'atelier is notified of the cancellation at least five (5) working days before to the Due Date, any sums paid by you shall be refunded in full;
- 11.4.2 if L'atelier is notified of the cancellation less than five (5) working days before the Due Date or if the booking was placed less than five (5) working days before the Due Date, any sums paid by you will be kept by L'atelier and you shall not be entitled to claim any refund.
- 11.5 If you wish to cancel a Private Event which you have already booked, the following Conditions shall apply:
- 11.5.1 if L'atelier is notified of the cancellation at least fifteen (15) working days before the Due Date, the total amount of any advance made by you shall be kept by L'atelier to be used towards the purchase of another event to be booked within three (3) months following the Due Date; or
- 11.5.2 if L'atelier is notified of the cancellation less than fifteen (15) working days in advance but more than five (5) working days before the Due Date, fifty percent (50%) of any advance paid by you shall be kept by L'atelier and you shall not be entitled to claim any refund. The remaining fifty

percent (50%) shall be used towards the purchase of another event to be booked within three (3) months following the Due Date; or

11.5.3 if L'atelier is notified of the cancellation less than five (5) days before the Due Date, L'atelier shall be entitled to keep the entire amount of any advance paid by you and you shall not be entitled to claim any refund.

11.6 You hereby acknowledge that the amounts set out in clauses 11.4.2, 11.5.2 and 11.5.3 represent genuine pre-estimates of L'atelier's loss in the event of a late cancellation.

## **12. INTELLECTUAL PROPERTY RIGHTS**

None of any of L'atelier's Intellectual Property Rights may be used in any way whatsoever without the prior written consent of L'atelier.

## **13. LIMITATION OF LIABILITY**

13.1 By agreeing to these Conditions, you agree that cooking may result in injuries for your own safety and that of others if reasonable care is not taken and safety rules imposed by L'atelier from time to time are not followed.

13.2 This clause 14 sets out the entire financial liability of L'atelier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to you in respect of:

13.2.1 any breach of the Contract,

13.2.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

13.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.4 Nothing in these Conditions limits or excludes the liability of L'atelier:

13.4.1 for death or personal injury resulting from negligence, or

13.4.2 for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by L'atelier.

13.5 L'atelier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Price (subject to any variation pursuant to clause 11.2) paid or to be paid by you.

## **14. DATA PROTECTION**

You acknowledge and agrees that details of your name, address and payment record and other personal data will be processed by and on behalf of L'atelier.

## **15. TERMINATION**

15.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

15.1.1 the other party fails to pay any amount due under the Contract on the due date for payment;

15.1.2 the other party commits a material breach of any of the terms of the Contract

15.2 On termination of the Contract for any reason:

15.2.1 you shall immediately pay to L'atelier all of L'atelier's outstanding unpaid sums (if any) and interest and, in respect of Services supplied but for which no invoice has been submitted, L'atelier may submit an invoice, which shall be payable immediately on receipt,

15.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

## **16. FORCE MAJEURE**

L'atelier shall have no liability to you under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of L'atelier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## **17. VARIATION**

17.1 L'atelier may, from time to time and without notice, change the Services in order to comply with any applicable safety, statutory requirements or in order to reflect any changes in market conditions affecting its business provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

17.2 L'atelier reserves the right to change the terms of these Conditions at any time without notice and shall communicate these changes by way of either direct written or electronic communication with you, or by uploading a revised version of these Conditions on the Website.

## **18. WAIVER**

18.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further

exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## **19. SEVERANCE**

19.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## **20. ENTIRE AGREEMENT**

20.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

20.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty other than for breach of contract.

20.3 Nothing in this condition shall limit or exclude any liability for fraud.

## **21. ASSIGNMENT**

21.1 L'atelier may at any time assign, transfer, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

21.2 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

## **22. RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **23. NOTICES**

A notice required or permitted to be given by either party to the other under this Agreement must be in writing addressed to the other by fax or by e-mail. You may notify L'atelier by fax on 020 7499 6580 or by e-mail at [adc.lmdubai@lemeridien.com](mailto:adc.lmdubai@lemeridien.com)

**24. GOVERNING LAW AND JURISDICTION**

24.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of United Arab Emirates.

24.2 The parties irrevocably agree that the courts of United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.