



savoir faire paris

personal concierge

## GENERAL TERMS & CONDITIONS

### DEFINITIONS & INTERPRETATIONS

- In these General Terms and Conditions, the following words and phrases shall have the following respective meanings :
  - "Member" means the individual or corporate entity that is named on the Membership Application Form and that has been accepted into a year-long Membership Contract with Savoir Faire Paris Paris
  - "Membership Application Form" refers to the form an individual or corporate entity must complete in applying for membership within Savoir Faire Paris Paris
  - "Membership Fee" refers to the annual fee that a Member must pay to Savoir Faire Paris Paris for membership
  - "Membership Package" refers to the packages Savoir Faire Paris Paris offers to their Members with various pricing and Service options.
  - "Client" refers to an individual or corporate entity that uses the Services provided by Savoir Faire Paris Paris. This includes both Members and non-Members
  - Savoir Faire Paris is a French EURL with a share capital of €1000, with corporate headquarters located at 62 rue Fondary, 75015 Paris, FRANCE.
  - "Services" refers to any Service provided to a Client by Savoir Faire Paris Paris or sourced by Savoir Faire Paris Paris from a Supplier for a Client and provided to the Client.
  - "Supplier" refers to any third-party Service with whom Savoir Faire Paris Paris works with in order to fulfill Client requests while acting on behalf and in the best interests of the Client.

### MEMBERSHIP

- Upon receiving a completed Membership Application Form, Savoir Faire Paris Paris will decide whether or not they choose to accept the Client as a Member. If an application has been accepted, Savoir Faire Paris Paris will contact the new Member. Savoir Faire Paris reserves the right to refuse membership to any applicant and is not obliged to disclose the reasons for doing so.
- Any membership is not deemed final until both parties have signed a Membership Contract and payment has been received (either in full or as described on the invoice).
- Membership is personal to the Member and cannot be transferred to a third party.
- If a Member has not used its delegated monthly hours, up to 2 hours of this extra time may be used in following months.
- Members can increase their level of membership at the beginning of any month throughout their contract. Members cannot, however, decrease their membership level until the end of their contract.

### SERVICES

- Savoir Faire Paris has the right to deny Services to any Client that is deemed questionable, immoral or unlawful.
- Savoir Faire Paris reserves the right to refuse any Service or withdraw the continuation of a Service provided that Savoir Faire Paris informs the Client of any refusal or withdrawal of a Service as soon as possible.
- The specific terms and conditions of certain Services such as event organization, travel planning or property search may be supplemented by additional charges and agreements which will be sent to Clients upon the request of these Services and Services will not commence until both parties have signed any new agreements.
- Savoir Faire Paris will mediate between the Client and third-party Suppliers, acting on behalf and in the best interest of the Client at all times.
- Suppliers may impose their own terms and conditions in providing their Services.
- If a Client requests Savoir Faire Paris to purchase goods on their behalf, Savoir Faire Paris will act as an agent of the Client and, therefore, any contract of purchase will be between the Client and the relevant Supplier directly. The Client understands and agrees that Savoir Faire Paris may charge mark-up fees, handling charges or other reasonable fees acquired with the purchasing of such goods.
- When the Client requests that Savoir Faire Paris purchase Services on their behalf or requests recommendations or business referrals, the Client recognizes and agrees that Savoir Faire Paris may retain referral fees or commissions following these purchases or recommendations and are not obliged to inform the Client of such fees.
- It is important to note that Savoir Faire Paris is not a travel agent nor is it a tour operator. It is an intermediary between the client and the service provider. While Savoir Faire Paris does provide customized itineraries to Clients and carries out bookings for their Clients, all Clients are subject to the individual terms and conditions of each service provider. Savoir Faire Paris cannot be held liable for the Services provided by these other companies nor is Savoir Faire Paris liable for any trouble with the Client.

## MAKING A REQUEST

- Whether the Client is a Member, potential Member or one-time Client, they can make a Service request with Savoir Faire Paris by phone (+33 6 45 92 17 36) or by email (contact@savoirfaireparis.com).
- Each Service request will be confirmed with the Client to allow for any last minute changes. With this confirmation any pricing (whether it is for Savoir Faire Paris' Services or an outside Supplier) will be confirmed before booking.
- If the request is a one-time request and must be paid for a-la-carte, Savoir Faire Paris will send them an invoice with their confirmation on it as well as a description of services provided, date of payment, and a description of the various methods of payment.

## PAYMENT, CHARGES & FEES

- Payment to Savoir Faire Paris shall be made by check in euros, by bank transfer, by cash, or PayPal, if under the amount of 500 euro. Savoir Faire Paris is entitled to charge the Client for any fees incurred.
- With the exception of French national holidays, Savoir Faire Paris's normal business hours are 9h00-18h00 Monday through Friday. Savoir Faire Paris is available to provide Services outside of these hours but at a heightened hourly rate per Service. This is true for all Clients except Clients in Savoir Faire Paris's Elite Membership package where out-of-office-hour requests are included in their membership fee.
- Fees do not include the 20% sales tax unless otherwise stated.
- If membership Clients choose to pay on a monthly basis, monthly invoices will be issued to each Client. Payment of these invoices must be carried out in full in advance or by the due date issued on the invoice.
- If a Client fails to make a payment within 2 weeks (14 days) after the payment is due, Savoir Faire Paris will charge interest of 5% of the total amount due per 2 week (14 day) period of late payment. In the case of membership Clients, Savoir Faire Paris reserves the right to freeze Services until payment is accepted.
- Savoir Faire Paris charges the Client a 25euro fee on all bounced payment checks.
- Cancellations of some Services require a 24-hour notice. These requirements will be explained to the client at the time of booking. Cancellations with less than 24-hour notice for these services will be charged a 25euro fee. Additional time may be required if there is an outside Supplier being used for the Service. Any late cancellation charges imposed by the outside Supplier will be charged to the Client.
- If the Service requested requires any other travel expenses (such as taxi, messenger/courier Service, train or public transportation tickets, etc.), these expenses will be charged to the Client.

## TERMINATION

- Savoir Faire Paris reserves the right to terminate any Membership Contract if :
  - Savoir Faire Paris believes the Client has committed a serious breach of these terms and conditions and, if the breach is capable of remedy, is not remedied within 1 week (7 days) of receiving written notice.
  - Any part of the Membership Fee remains unpaid 1 month (30 days) after payment due date.
  - If a Membership contract is terminated for reasons within this clause, Savoir Faire Paris reserves the right to retain a portion of the money paid under these Terms and Conditions to cover any reasonable costs incurred.
- If Savoir Faire Paris wishes to terminate a Membership Contract for any other reason than outline above, it will inform the Client 28 days prior to termination. Savoir Faire Paris will refund the unused balance of the Member account.
- In the case of the death of a Member, the Member's family should notify Savoir Faire Paris of the Member's death. Savoir Faire Paris will then inform the family of any documents or information it requires in order to issue a refund for the unused balance of the Member's account. The refund amount is specific to each Member and will be calculated at this time if such events occur.
- If a Member wishes to terminate their contract, they must notify Savoir Faire Paris with no less than 1-month's notice.
- A Member reserves the right to cancel membership after the first three months of a year-long contract with no additional fee. If the Membership Fee was paid in advance, the unused balance will be refunded. If a member wishes to cancel their membership within the first three months of their contract, a 200euro fee will be charged to the Client.
- In special circumstances when a Membership is granted to a Client for less than a year-long period, their contract cannot be cancelled and the Member will have to carry out the entirety of their contract.

## LIABILITY

- Savoir Faire Paris warrants to the Client that it will use all reasonable measures to fulfil all Client requests with care and skill and in accordance to the wishes and requests of the Client.
- Any contracts Clients enter with an outside Supplier or third party are independent and not subject to these terms and conditions. Savoir Faire Paris shall not be liable under any circumstances to the Client for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- When a Client requests recommendations or referrals from Savoir Faire Paris, Savoir Faire Paris will use all reasonable resources to ensure that such recommendations are accurate and to the Client's satisfaction. That these recommendations are accurate and to the Client's satisfaction are not, however, guaranteed. Savoir Faire Paris accepts no liability for any goods or Services provided to the Client through such a recommendation or referral.

#### CONFIDENTIALITY

- All information given to Savoir Faire Paris by any Client is deemed confidential. Savoir Faire Paris will not forward any personal information about their Clients to a third party without prior written permission, except if required by law.
- The above will continue to be true even after the termination of contracts and Services.

#### REVOCACTION RIGHT

In accordance with article L.121-20 of the French Consumption Code, the Client is entitled to a 7 day period to exercise his/her their revocation right before the relevant supplier or seller exclusively and not before Savoir Faire Paris. The 7 day period shall start from the delivery date of the products or the date of acceptance of the offer for the services as the case may be. Whenever the 7 day period ends on a Saturday, a Sunday or a bank holiday, it is carried on to the first following working day. This right of revocation can be exercised without any justification or cancellation fees except the postal or shipping fees for returning the product. All items must be returned to relevant supplier or provider only. The product or service can be either exchanged or refunded, but exclusively by the supplier or provider.

This right of revocation cannot be exercised in connection with tourist-related services (travel, events, visits, excursions, and so on) of with the provision of a specific product that has been customised according to the client's specifications or if, given the very nature of the products, they cannot be sent back or are likely to be damaged or spoiled rapidly.

#### PROTECTION OF PERSONAL DATA

In application of French law of January 6, 1978 on data protection, all Clients have a right of access, amendment and opposition of his/her personal data. In order to exercise such right, the Client or Member must send a request in writing to Savoir Faire Paris at the following address: Savoir Faire Paris, 62 rue Fondary, 75015 Paris, France.

#### GOVERNING LAW AND DISPUTES

These General Terms and Conditions and their validity, construction and performance shall be governed in all respects by the laws France without giving effect to the principles of conflicts of law. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the courts located in France, and the Parties hereby agree and consent to such jurisdiction and venue.

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_