

LADURÉE

Paris

EVENT CONTRACT AND TERMS AND CONDITIONS

The following Terms and Conditions are designed to ensure that both parties to the Contract clearly understand their Contractual and legal obligations. They are for the avoidance of doubt and should be read before signing the Contract.

"Guaranteed Minimum Charge" means the minimum price to be paid by the Client based on the detailed supply of facilities and services as stated in the Event Contract.

"B.E.O." means the Banqueting Event Order(s) prepared by Ladurée describing in detail the operational needs and requirements of the Event.

Charges and Payment Terms

1. Ladurée reserves the right to charge a deposit on the signing of the Contract. Should a deposit or pre-payment be required for any Event, this will be specified in the Contract. Additional deposits may be required where the Client requests substantial additional facilities and services for their Event.

2. Unless otherwise stated in the Event Contract, or where the Client is not granted credit, standard payment terms will apply. These are as follows:

In all cases, the Client shall make a non-refundable deposit of 50% of the Projected Total Charge to be paid to Ladurée on signing the Contract.

The Client shall make a further payment of 50% of the Projected Total Charge made 14 days prior to the Event date.

Pro-forma invoices will be rendered on the above basis and are due for settlement within 5 days of the date of the invoice.

3. Any charges, which are agreed and additional to those stated within the Contract, shall be paid to Ladurée either prior to or on the day of the Event. Credit card details and pre-authorisation will be required in advance to cover any such outstanding balance.

4. If payment terms are not complied with, Ladurée may cancel the Event without liability, and retain any deposit. The Event is not secured until all payment terms have been complied with.

5. Please note, where Clients are settling by credit card they must sign the relevant credit card slips or finalised bills before departing Ladurée. In addition, as the

Client, you agree to meet all charges unpaid by members of your party on departure.

10. The prices quoted on the Contract are inclusive of VAT at the current rate unless otherwise stated and will be subject to alteration should the rate of VAT change before the date of the Event. Food and drink prices are also subject to a 12.5% service charge.

Confirmation by the Client

11. All bookings are considered as provisional until both the Client and Ladurée sign the Contract. Once both parties sign the Contract, all such facilities and services reserved by the Client will be subject to the terms and conditions of the Contract.

12. The signed Contract must be returned by the Client and received by the Hotel within 7 days of the date of issue or as otherwise stated on the front page of the Contract. If such time is not available prior to the start of the Event, then the Terms must be agreed within such time as is feasible, using email, fax or post and not less than 72 hours prior to the date of the Event. If Ladurée does not receive the Contract within this period, Ladurée Hotel reserves the right to release the provisional booking and re-let the facilities.

13. Guaranteed Minimum Numbers and pricing will be agreed with Ladurée at the time of signing the Contract and will be identified in the Contract. Final timings, menus and any special requests must be confirmed to Ladurée at least 14 days prior to arrival. Final numbers must be notified to Ladurée at least 72 hours prior to arrival or at the time of confirming the booking if the Event is less than 7 days from arrival.

Amendments by the Client

14. Any amendments to the arrangements listed in the Contract must be notified verbally to the Ladurée at the earliest opportunity and subsequently confirmed in writing to Ladurée.

15. The final details of your Event will be confirmed in the Banqueting Event Order, which will be agreed with you prior to the Event. Ladurée will provide confirmation of Event changes on the Banqueting Event Order, which will form part of the Projected Total Charge for the Event and will be subject to these terms and conditions especially in relation to any deposits required or cancellation charges.

Cancellation by the Client

16. In the unfortunate circumstance that the Client has to cancel or postpone the confirmed booking at any time prior to the Event, Ladurée will make every reasonable effort to resell the facilities on the Client's behalf. Any cancellation, postponement or partial cancellation should be advised to the management of Ladurée in the first instance verbally. All cancellations must then be confirmed in writing by the Client to Ladurée within 24 hours and will be held as effective from the day of receipt.

17. Ladurée's cancellation policy is to levy a charge of up to 100% of the Guaranteed Minimum Charge) plus any other costs that have been incurred by Ladurée on behalf of the Client. This will then be reduced by any revenues received from alternative business that Ladurée has been able to secure on the Client's behalf. Definitive cancellation charges due can only be confirmed to the Client after the intended date of the Event.

18. The Client acknowledges that the cancellation terms set out above represent a reasonable pre-estimate of the damages likely to be suffered by Ladurée in the event of cancellation or reduction and that they are not intended to operate as a penalty.

Amendments or Cancellation by Ladurée

19. Ladurée may cancel the Event at any time prior to or during the Event without penalty in the following circumstances:

- Ladurée, subsequent to the signing of the Contract, has reason to believe the booking might prejudice the reputation of Ladurée.
- Ladurée receives evidence of any adverse alteration in the Client's financial situation.
- The Client is in breach of any of the terms of these terms and conditions and does not comply with the payment terms.

20. Ladurée will not be liable for any failure or delay in providing facilities, services, food and beverages as a result of Events or matters outside its control, (including but not limited to fire, storm, explosion, flood, Act of God, action of any Government or Governmental agency, shortage of materials or goods, strike or lock-out.)

Ladurée UK Head Office

Unit 3A Oakwood Business Park, Standard Road, London NW10 6EX

Tel: ++44 (0) 208 9631 193 Fax: ++44 (0) 208 9655 440 Email: salesuk@laduree.com

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21. Should Ladurée, for reasons beyond its control, need to change the Event arrangements then it will use all reasonable endeavors to offer the Client alternative comparable facilities at no additional cost or liability. In these circumstances the Client may accept the alternative facilities or decide to cancel the Contract (without penalty) and accept the return of the deposit and any other monies paid in advance of the Event. This is the limit of Ladurée's responsibility.

Loss or Damage to Property and Persons

23. Ladurée shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

24. Nothing in these terms and conditions excludes or limits the liability of Ladurée for death or personal injury caused by Ladurée's negligence or fraudulent misrepresentation.

25. The Client shall take every precaution not to injure or damage any property of Ladurée or any third party. The Client shall be solely responsible for all claims based on such damage or injury, whether the claims are made by Ladurée or by a third party. The Client agrees to indemnify Ladurée from and against claims by third parties (including the employees, sub-contractors and guests of the Client) in connection with the Event save where the Client establishes negligence by Ladurée. Notwithstanding the foregoing, nothing in this condition shall render the Client liable in respect of any death, injury or damage caused solely by any negligent act or omission of Ladurée, its agents or employees.

26. Ladurée reserves the right to exclude or eject any persons from an Event or the Ladurée premises who it shall reasonably consider to be acting in a manner that is unlawful, offensive, threatening (actual or potential) to other guests or our personnel. We will also take action if we believe that the behavior of individuals or an entire party may cause or does cause damage to our property, or our guest's or employee's property. In certain instances the Client will be charged for any actual damage caused.

27. Ladurée does not accept liability for loss of or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Client, or hired by Ladurée on the Client's behalf, howsoever such loss or damage may occur unless as direct result of the Ladurée's negligence save in the event of Ladurée's negligence, the Client agrees to indemnify Ladurée for any claim brought against it in respect of equipment hired by it on the Client's behalf. The Client acknowledges that any objects, equipment, furniture, stock or other property of any sort brought in by the Client will remain under the control of the Client and that the Client is responsible for insuring such property.

28. Ladurée is concerned for the Client's health and safety and that of Ladurée. The Client is asked to consult with the management before fixing items to walls, floors and ceilings, or using any form of electric equipment. Should Ladurée be required by the Client to supply mechanical/electrical equipment to use at the Event, then the Client shall indemnify Ladurée against any claims resulting from damage to property or from death or injury to any individuals appointed by the Client, or the Client's Contractor in using the said equipment, unless such damage, death or injury is caused by negligence or willful act or omission of Ladurée or its employees.

29. The Client shall indemnify Ladurée, its employees, agents and guests against any loss or liability incurred by Ladurée, its agents, guests or employees, arising as a result of the Event or any entertainment, services or activities organized by the Client (or Ladurée on its behalf) in connection with the Event.

General

30. Ladurée warrants to the Client that all services will be provided using reasonable skill and care.

31. The Client agrees, on reasonable request from Ladurée, to provide details of the names of guests attending the Event, and type and agenda of an Event and details of relevant third parties and any other reasonable information pertaining to the Event, which Ladurée may reasonably require.

32. Ladurée reserves the right to ask for contact details and names of any external suppliers for this Event that have been Contracted by the Client, such as audio visual companies, theming and entertainment companies. In this light the Client is responsible for ensuring that any contractor employed by them complies with the statutory requirements and the requirements of Ladurée.

33. All persons involved in Events at Ladurée who are in guest view must comply with the dress code of that Event, including external Contractors.

34. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by any party of any breach of the Contract by the other shall be considered a waiver of any subsequent breach of the same or any other provisions.

35. If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and any part of the provision in question not held to be invalid or unenforceable shall not be affected.

36. The Client will also ensure that any necessary statutory obligations and requirements specified by Ladurée's management are complied with. In addition Ladurée must comply with certain licensing and statutory regulations and the Client agrees to co-operate fully and procure the co-operation of its employees, all sub-contractors and invitees to the Event, in this regard.

37. The Agreement is between Ladurée and the Client and the Client undertakes that it is not entering into the Agreement on behalf of any third party. The Contract may not be assigned and is governed by the laws of England in the event of a dispute. Any notices to be given under these Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery, registered post or by facsimile as follows:

- If by You to us, to Ladurée, Unit 3A Oakwood Business Park, Standard Road, London, NW10 6EX Tel: 0208 963 1193 Fax: 0208 9655 440.
- If us to you, to the address or fax number set out in the Event Contract.

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