

Terms & Conditions

1. CONTRACTING PARTIES

The term "Client" refers to any individual or legal entity who requests the services of Claire Dellinger as a home chef.

The term "Chef" refers to the sole trader "Madame Claire DELLINGER" whose registered office is located at 18 chemin de Viré Moulin, 74940 Annecy-le-Vieux, FRANCE, registered under the SIRET number 98234790800013 in the Registre du commerce et des sociétés of Annecy under the NAF code 5621Z.

Chef's contact details:

Address: 18 chemin de Viré Moulin, 74940 Annecy-le-Vieux, FRANCE

Phone: +33 (0)6 27 92 64 24

Email: contact@clairedellinger.fr

Website: www.clairedellinger.fr

2. GENERAL

The purpose of these Terms & Conditions is to define the rights and obligations of the parties involved in any order placed by a client with the Chef as part of its business activity of providing home services, i.e. home-cooked meals. The Chef reserves the right to modify its Terms & Conditions and prices at any time without prior notice. These modifications will have no effect on current orders. At the time of ordering, the Client must sign the present document, preceded by the handwritten wording "Read and approved". Any signed quotation implies the Client's full and unreserved acceptance of the present Terms & Conditions. The service includes everything explicitly listed on the quotation. As a corollary, it does not include anything that is not explicitly stated.

3. QUOTATION AND BILLING

All quotations are definitively validated and registered only after signature of the quotation, signature of the Terms & Conditions and payment of a 50 (fifty)% deposit of the total amount of the quotation. The Client will pay the deposit by bank transfer. A quotation is valid for 8 (eight) days. The number of guests must be confirmed by e-mail 8 (eight) days before the date of the event.

In case the number of guests has not been validated 8 (eight) days before the date of the service, the number of guests indicated on the quotation will be validated and invoiced. At the end of the service, and within 48 (forty-eight) hours of the service, the Chef undertakes to provide the final invoice for the service. The Customer must pay the balance of the final invoice by bank transfer within 7 (seven) days.

4. RATES AND PAYMENT

The rates for services are those in force on the day the quotation is sent to the Customer. The Chef reserves the right to modify its rates at any time, but the services ordered will remain billed at the price in effect when the quotation is signed. Prices are quoted in euros (€). VAT is not applicable (article 293 B of the Code général des impôts). Payment by bank transfer only.

5. CHANGES AND CANCELLATIONS

The Client acknowledges and accepts that the supply of products intended for the services is subject to the vagaries of the market, in particular for some seasonal or exceptional products. Therefore, the Client accepts that the Chef may make some adjustments. The Chef undertakes to inform the Client of any changes to the menu and more generally to the service.

Any cancellation at the Client's initiative, for whatever reason, will result in the loss of the deposit paid. Any cancellation at the Client's initiative :

- More than 7 (seven) days before the date of service will not incur any additional charges ;
- Between 7 (seven) days and 72 (seventy-two) hours before the date of service will result in the invoicing of 50 (fifty)% of the remaining balance of the quotation ;
- Less than 72 (seventy-two) hours before the date of service will result in the invoicing of the remaining balance of the quotation.

The Chef reserves the right to cancel any service in the event of force majeure, particularly in the event of illness in order to guarantee the Client's health and safety. Any cancellation at the Chef's initiative, for whatever reason, will result in the refund of the deposit paid.

6. SERVICE DETAILS

The Chef offers customized in-house chef services, from 2 (two) to 20 (twenty) guests, for a lunch, a dinner or for several days. These services take place at the Client's premises, or at a venue rented/provided by the Client. The Chef is responsible for purchasing, meal preparation, tidying and cleaning. From 2 (two) to 8 (eight) guests, the Chef also provides service and wine service. The Chef proposes whole pieces to be roasted (meat, fish and/or vegetables) which are presented to the Client and his guests, then cut up and served French or English style for greater conviviality. For more than 8 (eight) guests, the Chef proposes a "plat sur table" or "à l'assiette" service. However, for more than 8 (eight) guests, the Client may choose French/English service, in which case a dedicated service person will be recruited for the service, at an additional cost.

The service, i.e. the menu, is defined for all the Client's guests, unless food allergies are specified when the quotation is drawn up. Each service is unique, and the menu is drawn up in agreement with the Client and his/her budget, in accordance with the Chef's work ethics (choice of products and seasonality). The Client undertakes to provide the Chef with all the information necessary for the smooth running of the service: list of equipment and facilities available at the Client's premises, allergies and/or dietary constraints of the Client and his/her guests, access conditions to the service location (floor, elevator...). The Client must complete the information form sent by the Chef. Extra charges may apply depending on the information provided by the Client and the technical constraints of the service.

The kitchen provided by the Client for the Chef must be clean and tidy. The kitchen must be accessible at least 6 (six) hours prior to the service. In case of a multi-day event, the Chef reserves the right to access the venue 24 (twenty-four) hours in advance. A part of both the refrigerator and the freezer must be free in order to store the goods. The Chef undertakes to leave the kitchen clean and tidy. The Chef undertakes to take back the garbage cans and empty bottles on departure.

In addition to her chef's service, the Chef offers to put you in touch with carefully selected professionals to: compose a wine and food pairing, hire equipment (tablecloths, napkins, crockery...), decorate the table (flowers, candles...), hire service staff (butler, wine steward). This service of putting you in touch with quality professionals is included in the Chef's service. Payment to these professionals is the responsibility of the Client and is not included in the Chef's service.

7. SERVICE STEPS

1. First contact by phone or e-mail to gather information about the Client's needs.
2. Quotation drawn up by the Chef and sent to the Client on the basis of first exchanges.
3. Modifications until a tailor-made service is obtained that suits the Client perfectly, addition of extra services (wine, equipment, decoration, service staff...).
4. Signature of quotation and Terms & Conditions plus 50 (fifty)% deposit by bank transfer.
5. On D-1 of the event, the Chef runs the necessary errands.
6. On D-day, the Chef comes to the premises agreed for the performance of the service to cook and prepare the service.
7. After the service: the Chef tidies up and cleans the kitchen provided by the Client, removes waste garbage cans and empty bottles.
8. 48 (forty-eight) hours maximum after the day of service: dispatch of final invoice.
9. Payment of the balance of the service by the Client by bank transfer within 7 (seven) days.

8. ADDITIONNAL COSTS

The Chef charges travel expenses for all services. These are calculated on the basis of the 2023 mileage allowance scale published in the Journal Officiel on April 7, 2023 for a vehicle over 7hp, i.e.: $d \times \text{€}0.697$. The d value represents the distance covered between the Chef's head office (18 chemin de Viré Moulin, 74940 Annecy-le-Vieux, FRANCE) and the Client's place of service. The first 10 (ten) km are free.

In the event of a multi-day event, the Client must provide the Chef with accommodation free of charge. If not possible, the Chef will charge an additional accommodation fee.

In some specific cases, in particular for multi-day services, the Client may also supply all the raw materials required to prepare the meals. In such cases, the Client must follow the Chef's recommendations for purchases.

In case of very specific requests from the Client for a specific menu/dish, additional material and equipment costs may be charged by the Chef. These costs will be specifically indicated on the quotation. Additional charges may also apply in the event of difficult access to the venue (e.g. handling on floors without an elevator, parking difficulties...).

9. SOLUTION FOR PROFESSIONALS

The Chef offers a delivery service for simmered dishes served in casseroles. This service is available from Monday to Saturday, at lunchtime only, for groups of 4 or more. The dishes are delivered cold, so the Client must be able to reheat the casseroles at the delivery location (oven and/or hob). Precise instructions for reheating will be given to the Client for better tasting. The Chef invites the Client to provide reusable containers to store any leftovers and avoid food waste.

This service entails the invoicing of delivery charges, calculated on the same principle as travel costs (see Article 8, "Additional costs").

A deposit cheque will be requested for the loan of the cocottes; it will be returned or destroyed (according to the Client's will) after verification of the condition of the equipment loaned.

The whole Terms & Conditions described in the present document also apply to Client using this delivery service.

10. LIABILITY AND INSURANCE

The Chef accepts professional liability for the services invoiced. The Chef holds professional civil liability insurance (Policy no. 79542621, Abeille Assurances). The Chef is not liable for any force majeure event (protest, blockage, accident, general strike, natural disaster, exceptional weather conditions).

In addition, the Chef has undergone training in HACCP standards and undertakes to implement all processes necessary to ensure compliance with it. Reheated food will not be kept. Only food that has remained in the refrigerator and not been reheated may be returned to the Client. The Chef declines all responsibility for leftovers consumption.

11. CLAIMS AND DISPUTE

The contract is subject to French law. In the absence of an amicable agreement between the parties, any dispute or litigation concerning the interpretation or execution of this contract may be brought before the competent courts of Annecy, to which they expressly assign jurisdiction.

SIGNATURE *(preceded by the handwritten wording "Read and approved")*