

Terms and conditions

1. Interpretation – General

In these conditions : "Client" the person, firm, company or organization for whom At Your Service, has agreed to provide the Services in accordance with these conditions; "AYS" At Your Service S.A.R.L.; "Contract" the contract for the provision of services which shall be governed by these conditions; "Services" means the services provided by AYS to or for the Client; "Charge" means the Charge payable by the Client to AYS as notified by AYS on a regular basis.

AYS is entitled to alter or revise these conditions periodically on reasonable written notice to the Client without any liability to the Client.

AYS' normal hours are from 9:00 – 19:00, Monday through Friday. Where AYS is required to provide services outside these hours AYS shall be entitled to Charge the Client at a higher hourly rate. This change will be communicated to the Client in writing. Outside normal hours, the Client may reach an AYS representative by telephone, fax or e-mail as needed. AYS will respond to all messages left by the Client as soon as reasonably possible.

2. Supply of the Service

AYS will provide the Services to the Client subject to these Conditions or such other conditions as may be agreed upon in writing by AYS and the Client.

The Service permits the Client to request from AYS any information or suggestions in relation to any personal needs or desires of the Client (including events, activities, venues, goods and services). AYS reserves the right to refuse to supply services, if in the opinion of AYS, the services requested are deemed immoral or unlawful. AYS' information and suggestions will be based upon the specific criteria provided to AYS by the Client.

AYS shall not be liable to the Client in the event that a request made cannot be fulfilled by AYS.

AYS shall, within an agreed upon reasonable timeframe, use all of its reasonable efforts to provide information and suggestions and solutions to the Clients requests. If AYS is unable to deal with any requests, it will inform the client as soon as reasonably possible.

AYS shall, if requested by the Client, use its reasonable efforts to issue reminders for key events from time to time, issued at an agreed upon time prior to the event.

3. Charges

Subject to any special terms agreed, the Client shall pay AYS the Charge and any additional sums agreed upon by AYS and the Client for the provision of services requested.

AYS is entitled to revise the Charge from time to time on written notice to the client. The annual membership fee may be revised on the anniversary date of the contract.

AYS shall be entitled to invoice the Client immediately upon receipt of written acceptance of these conditions or at other times agreed upon with the Client.

Payments to AYS for Services are to be made by check in euros payable in France or by bank transfer. AYS is entitled to charge the Client for bank fees incurred by AYS.

All estimates given and charges assessed will be inclusive of 19.6% sales tax unless otherwise stated.

The Charge and any additional amounts due are to be paid by the Client (without any discounts or deductions) in advance or within 10 days of AYS invoice date.

A late payment penalty of 5% of the total invoiced charge will be payable to AYS should payments not be received by AYS within 14 days after the due date billed.

4. Client Responsibilities

Services provided by AYS are provided expressly for the Clients and the Clients will not use the Services for any improper, immoral, unlawful or any other purpose besides that for which the Client informs AYS at the time of the initial request.

The Client shall immediately inform AYS of the identity of any third party with whom the Client enters into a Contract or arrangement for sale of goods or services which result in the provision of services by AYS. AYS is entitled to decline to provide such Services to third parties without providing any reason.

If the Client should request that AYS use the Client's credit card and/or other credit facilities for the purpose of rendering Service', the Client shall, promptly and upon request, provide written confirmation of it's authorized use by such credit facility.

The Client acknowledges and agrees that AYS will not be held liable or responsible in any way with respect to the sue of the Client's credit card and/or other credit facility provided that AYS acts in accordance with the instructions issued by the Client for its use.

5. Termination

When the Client has entered into a membership contract of duration longer than one quarter (three months) AYS and the Client are entitled to terminate the contract for the provision of any and all Services on thirty days written notice to the other.

Without prejudice to any other accrued rights and remedies available, AYS may terminate the Contract for the provision of any and all Services upon written notification if:

The Client commits a serious breach of the conditions, or in the case of a breach capable of being remedied, fails to remedy such breach within 7 days of written notice by AYS to so remedy; or

The Client goes bankrupt or becomes insolvent or makes voluntary arrangements with any of its creditors or has an order made against any of its effects or property.

On termination for any reason whatsoever, the Client shall immediately make payment to AYS of any and all sums outstanding and/or due to AYS under these conditions. AYS shall provide information and suggestions in response to all outstanding requests made by the Client prior to the termination.

Upon termination of the Contract according to clause 5.1 or 5.2 above, the Client may be entitled to a refund of Charges paid in advance on an annual basis with a deduction being made for the one month notice period.

6. Liability

AYS is not liable for any loss, cost, expense, or damage of any nature whatsoever (whether direct or indirect) resulting from the provision of Services or the Client's reliance upon the information and suggestions provided by AYS hereunder and the resulting supply of goods and services to the Client by any third party.

AYS warrants to the Client that AYS shall use all reasonable measures to provide Services using reasonable care and skill and as far as reasonably possible, in accordance with the Client's requests and instructions from time to time. Where AYS supplies the Client with any goods or services supplied by a third party, AYS does not give any warranty, guarantee, representation or other terms as to the quality, fitness for purpose or otherwise of the goods or services and the Client shall be required to seek compensation for any loss or damage suffered from such third party directly. For the avoidance of doubt, AYS does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services and the Client is deemed to be responsible for, and shall use its own skill and judgment as to the quality, value and suitability of any such information and suggestion and in relation to deciding whether to enter into any Contract with any third party for the supply of services or the sale of goods.

AYS is not held liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by the Client which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival or any fault of the Client.

AYS is not held liable or deemed in breach of the Contract by reason of any delay in performing, or any failure, any of AYS' obligations in relation to the Services, if the delay or failure was due to causes and events beyond AYS' reasonable control.

Subject to the provisions of this clause 6, AYS' maximum liability to the Client for breach of any of its obligations hereunder is limited to the value of the Charge, provided that the Charge has at such time been paid in full by the Client.

7. Disclosure of Information

All information received by AYS in relation to the Client shall be confidential, and, except as may be required by law, AYS shall not, without the Client's prior written consent, disclose or divulge to any third party any information whatsoever regarding the Client.

Unless AYS receives notice from the Client to the contrary, AYS shall, from time to time, provide the Client with such information in relation to the Services that AYS considers useful or of interest to the Client.

As guaranteed under French law, the Client shall be entitled upon written request, to view, modify or delete any personal data or information held by AYS relating to the Client.

8.0 General

- 8.1 These terms and conditions constitute the entire agreement in writing between the parties, superceded any previous agreement or understanding and may not be varied except upon notification by AYS.
- 8.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing, addressed to the other party at its registered office or principal place of business or residential address or other such address as may be relevant at the time. Any notice may be sent by mail or by facsimile transmission (fax) and notice shall be deemed to have been served on the expiry of 72 hours in the case of the mail or at the time of reception of facsimile transmission.
- 8.3 No failure or delay by AYS in exercising any of its rights under the Contract shall be deemed as waiver of that right and no waiver by AYS of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions will stand.
- 8.5 These conditions and the Contract to which they relate shall be governed and construed in accordance with French law and the parties shall submit to the exclusive jurisdiction of the French court.

A printed version of these Terms and Conditions may be obtained by sending a self-addresses envelope to At Your Service, 10 place Vendôme, 75001 Paris