

BOOKING TERMS AND CONDITIONS

1. GENERAL INFORMATION

1.1. These Terms and Conditions cover all of Make Art In Paris workshops and classes. Before booking a workshop/class, the student/client should read these Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not book a workshop/class. If, however, you agree to them unconditionally you may book a Make Art In Paris workshop and class subject always to these Terms and Conditions.

By booking a workshop/class with Make Art In Paris, accepting an offer from Make Art In Paris to deliver the workshop or class, or by accessing any of our workshops and classes, you indicate your acceptance of these Terms and Conditions.

These Terms and Conditions are supplementary to Make Art In Paris's General Terms which shall remain a condition of membership of the Site or accessing any Workshop/class via the Site.

1.2. Make Art In Paris may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on the Site. The version of the Terms and Conditions that applies to workshop/class shall always be the version in force at the time a workshop/class was ordered or an offer from Make Art In Paris to deliver a workshop/class was accepted.

1.3. Make Art In Paris is a Paris-based Art Program of short painting and drawing workshops and classes directed at tourists and regular English-speaking visitors.

Make Art In Paris address:

Make Art In Paris

L'Aire à Mots

99 Boulevard de Magenta

75010 Paris

makeartinparis@gmail.com

1.4. These terms will be governed by and construed in accordance with French law.

1.5. On-line payment facility: using the on-line payment facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility. All payments are subject to the following conditions:

1.6. Your payment will normally reach Make Art In Paris account to which you are making the payment within seven days

1.7. Make Art In Paris cannot accept liability for a payment not reaching the correct account due to your quoting incorrect personal details. Make Art In Paris cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason. If the card supplier declines payment, Make Art In Paris is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account

1.8. In no event will Make Art In Paris be liable for any damages whatsoever including but not limited to travel, accommodation, visa, etc. arising out of the use, inability to use, or the results of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

1.9. Make Art In Paris is not subject to VAT.

2. DEFINITIONS

2.1. In these Terms and Conditions the following words shall have the following meanings, unless the context requires otherwise:

L'AIRE A MOTS: mother organisation of Make Art In Paris, a non-profit organisation based in Paris 10th Arrondissement.

THÉÂTRE DE VERRE: organisation providing the venue for the workshop/class on behalf of Make Art In Paris

MAKE ART IN PARIS: L'Aire à Mots' arts program designed to support the organisation's non-profit programs, whose registered address is 99 Boulevard de Magenta, 75010 Paris, France

BOOKING CONFIRMATION: Make Art In Paris's booking confirmation sent in accordance with clause 3.1 which will normally set out the details and timing of the workshop/class, the venue and the fees;

STUDENT/CLIENT: The person who orders a workshop/class or accepts an offer from Make Art In Paris to deliver the workshop/class;

FEE(S): The fee(s) payable by the Student/client for the relevant workshop/class as set out in the Booking Confirmation;

GENERAL TERMS: The general terms and conditions to which membership and use of the site is subject as available on the Site from time to time;

INTELLECTUAL PROPERTY RIGHTS: Intellectual property rights including, for the avoidance of doubt, patents, copyrights, performers rights, artists rights, rights in databases, design rights, trade marks and trade names, whether registered or unregistered and subsisting anywhere in the world;

MEMBERSHIP: Means any registration by the student/client with the site and the connected right to use restricted areas of the Site (if any);

ONLINE WORKSHOP/CLASS MATERIALS The workshop/class materials made available by Make Art In Paris and accessible by users via the site in support of workshop/class provided at an offline venue;

SITE: The website located at www.makeartinparis.com and including the same located at www.laireamots.com, www.laireamots.org, nominated by Make Art In Paris from time to time;

TERMS AND CONDITIONS: These terms and conditions as varied by Make Art In Paris by posting the amended terms and conditions on the site from time to time;

INSTRUCTOR: The person providing the workshop/class on behalf of Make Art In Paris.

WORKSHOP/CLASS: The workshop/class that Make Art In Paris agrees to provide subject to these terms and conditions as set out in more detail on the site and the booking confirmation

WORKSHOP/CLASS MATERIALS: Any materials and content provided by or on behalf of Make Art In Paris as part of the workshop/class including, without limitation, printed materials, computer disks, CD-ROMS, electronic documents and files and online workshop/class materials.

USER: Any and all persons who access the sites or workshop/class provided by Make Art In Paris;

VENUE: The third party premises where the workshops/classes are to be provided as indicated in the Booking Confirmation or such other venue which Make Art In Paris may indicate from time to time;

VENUE PROVIDER: The person or organisation providing the venue for the workshop/class on behalf of Make Art In Paris;

VENUE TERMS: The terms and conditions of use of the venue as set by the venue providers.

2.2. In these Terms and Conditions unless the context requires otherwise:

2.2.1. Any reference to a clause is to the relevant clause of these Terms and Conditions;

2.2.2. Headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions;

2.2.3. The singular includes the plural and vice versa;
www.makeartinparis.com

2.2.4. Any gender includes the other gender;

2.2.5. Any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

2.2.6. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

2.2.7. Any reference to "in writing" shall include email.

3. FORMATION OF CONTRACT

3.1. Workshop/class can be booked online via the workshop/class booking form on the site and the arrangements for workshop/class are subject to Make Art In Paris's confirmation of the booking whether by email and/or on the booking confirmation screen.

3.2. Not-with-standing any contract formed in accordance with clause 3.1, access to receive or use of a workshop/class is dependent on each user accepting and complying with these Terms and Conditions and it is the responsibility of the student/client to ensure that all users accept and comply with these

4. USE OF MATERIALS FOR WEBSITES AND SOCIAL MEDIA

4.1. In order to provide Make Art In Paris with updates and news on its website and social media accounts, the student/client accept that photos of themselves and their artwork taken in the context of Make Art In Paris workshops/classes may appear on www.makeartinparis.com, our related social media accounts, and our related L'Aire à Mots websites and social media accounts. The student/client accepts his/her face/body is not the subject of the photo. The student/client accepts that the artwork created in the context of Make Art In Paris workshops/classes is the subject of the photo, and depicting the setting includes our student/client on premises.

4.2. The student/client will notify in writing that they refuse their image and artwork to be used by Make Art In Paris on social media accounts, our www.makeartinparis.com, our laireamots.org and laireamots.com websites at the very beginning of every workshop/class. The student/client and each user accept the General Terms and conditions before registering to any workshop/class.

4.3. These Terms and Conditions shall override any previous or contradictory terms or conditions published by Make Art In Paris or appearing on the Site.

4.4. Each student/client warrants to Make Art In Paris that it has the full right, power and authority to enter into and perform its obligations under these Terms and Conditions and has not entered into any arrangement which in any way conflicts with these Terms and Conditions or inhibits, restricts or impairs its ability to perform its obligations under these Terms and Conditions.

5. FEES

5.1. Fees are usually payable immediately online at the time of booking the workshop/class.

5.2. The student/client agrees and acknowledges that he/she will be required to pay the fees in full regardless of whether the student/client subsequently cancels the workshop/class (subject to clause 6 below). Therefore in the event that the student/client cancels the workshop/class (subject to clause 6 below) the student/client will be required to either

continue paying the fees by paypal or by an alternative method of payment provided always that all outstanding fees are paid in full.

Make Art In Paris

5.3. Interest will be charged on any outstanding balance at the rate of amount due + bailiff fees

5.4. In case of non-payment of any sum due from the student/client (whether formally demanded or not) or of any other breach or non-observance by the student/client of any of these Terms and Conditions, Make Art In Paris shall have the right to terminate the student/client's access to the site and workshop/class immediately without prejudice to the right to recover all sums payable by the student/client or to any other right or remedy available to Make Art In Paris.

6. CANCELLATIONS AND REFUNDS POLICY

6.1. CANCELLATIONS

Cancellations must be made in writing to Make Art In Paris at makeartinparis@gmail.com; a confirmation of your cancellation will be emailed back to you. Please note that all fees are forfeited in all cases.

6.2. FEES REIMBURSEMENT SCHEDULE

60 days before workshop/class start:

Refund of tuition: 10% penalty.

Between 59 and 30 days before program start:

Refund of tuition: 20% penalty.

29 days and up to 72 hours before workshop/class starts: no refunds, Make Art In Paris can offer class credit for another date

72 hours before up until workshop/class starts: no refunds, no class credit.

6.3. NO FULL REFUND POLICY

Please note that where workshop/class involve development of bespoke workshop/class materials and/or venue rental then preparation of said workshop/class including materials and rent constitute the beginning of the delivery of workshop/class. The student/client acknowledges that booking a workshop/class means consequently booking a venue. Make Art In Paris cannot take responsibility for venue cancellation; henceforth Make Art In Paris has a no refund policy.

7. WORKSHOP/CLASS SERVICES

Make Art In Paris shall procure that the workshop/class are provided by the instructors to the student/client at the venue subject to these Terms and Conditions.

7.1. Make Art In Paris will use reasonable endeavours to ensure that the venue shall be

the venue indicated in the booking confirmation, but where this is not possible, Make Art In Paris reserves the right to procure the use of other venue(s) or the services of other venue provider(s), provided that Make Art In Paris shall give the student/client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the Student/client the right to terminate.

7.2. The Student/client acknowledges that the venue providers are separate legal entities to Make Art In Paris and the student/client's use of the venue(s) is subject to the venue terms which are separate to the Terms and Conditions. The student/client shall ensure that all parties employed or otherwise engaged by it or to whom the student/client allows access to the workshop/class shall comply with all venue terms relating to the workshop/class and the student/client's attendance at the workshop/class.

7.3. Make Art In Paris will use reasonable endeavours to ensure that the venue providers provide adequate public liability insurance and other relevant insurances but Make Art In Paris disclaims all and accepts no liability for any acts or omissions of the venue providers.

7.4. The student/client acknowledges that the models are not employees of Make Art In Paris and that Make Art In Paris may, at its sole discretion, procure the services of third parties to provide any part of or all of the workshop/class.

7.5. The student/client acknowledges that the venue providers are not employees of Make Art In Paris, and as such, Make Art In Paris does not employ their employees.

7.5. The instructors do not represent Make Art In Paris nor l'Aire à Mots. The views and opinions of the instructors are not necessarily the views and opinions of Make Art In Paris. Make Art In Paris disclaims all and accepts no liability for any acts or omissions of the instructors, or the statements they make or information that they provide.

7.6. Make Art In Paris will use reasonable endeavours to ensure that any individually named instructor shall provide the relevant workshop/class, but where this is not possible, Make Art In Paris reserves the right to procure the services of suitable alternative instructors, provided that Make Art In Paris shall give the student/client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the student/client the right to terminate.

7.7. Make Art In Paris will use reasonable endeavours to ensure that the workshop/class takes place on the relevant date(s) and time(s) and at the venue as agreed, but where this is not possible, Make Art In Paris reserves the right to alter the date(s), and/or time(s), provided that Make Art In Paris shall give the student/client notice of any such change(s) as soon as is reasonably possible. Any such change(s) shall not constitute a breach of contract and shall not give the student/client the right to terminate.

7.8. Make Art In Paris hereby grants to the student/client a non-exclusive worldwide license for the duration of the student/client's membership (if any) to share, download, store, transmit, display, copy, and provide access to the online workshop/class materials providing always that they are used only for non-commercial purposes.

7.9. The student/client shall not alter or remove any copyright notices or other notices indicating rights in the workshop/class materials.

7.10. For the avoidance of doubt, the license granted in clause 7.8. shall not permit the student/client to do any of the following without the prior written consent of Make Art In Paris:

7.11. Transfer the license granted in clause 7.9;

7.12. Download, reproduce, transmit, display (including without limitation display on any intranet or extranet site), copy, sell, publish, distribute, provide access to or otherwise use the online workshop/class materials for any purposes other than as set out in clause 7.8 and 7.9;

7.13. Sub-license, rent, lease, transfer or assign any Intellectual property rights in the workshop/class materials, to any other person, or attempt to do any of the foregoing;

7.14. Disclose the workshop/class materials whether in part or in their entirety to any third party, including any associated or affiliated company;

7.15. In any way commercially exploit any of the workshop/class materials content;

7.16. Use the workshop/class materials for any unlawful purpose.

7.17. Without prejudice to the generality of clause 7.1, the student/client acknowledges and accepts that there may be technical downtime or errors relating to the provision of online workshop/class materials. Such downtime or errors may prevent workshop/class and online workshop/class materials being accessed by users of the site and Make Art In Paris shall not be liable if access is delayed, prevented from access or displayed incorrectly by any cause beyond our control including server downtime or errors.

7.18. Although Make Art In Paris believes the content of the workshop/class materials to be accurate, complete and current, to the fullest extent permitted by law, Make Art In Paris provides all workshop/class materials on an “as is” basis and disclaims all warranties regarding the workshop/class materials. Further no advice or information given by Make Art In Paris or its employees, agents, contractors or suppliers shall create any warranty. It is the student/client’s responsibility to verify any information before relying on it. Further, the workshop/class materials may include technical inaccuracies or typographical errors. Make Art In Paris may make changes to the workshop/class materials at any time.

8. YOUR INFORMATION

8.1. "Your Information" is defined as any information you provide to Make Art In Paris when registering with the site or ordering workshop/class or in the process of assisting the arrangement, organisation and preparation of workshop/class or workshop/class materials.

8.2. Your Information and conduct (or any items listed therein) shall not:

8.2.1. Be false, inaccurate or misleading;

8.2.2. Be fraudulent or involve the sale of counterfeit or stolen items;

8.2.3. Infringe any third party's intellectual property rights or other proprietary rights or rights of publicity or privacy;

8.2.4. Violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

8.2.5. Be defamatory, trade libellous, unlawfully threatening or unlawfully harassing;

8.2.6. Be obscene, blasphemous, contain any pornography including without limitation child pornography or other legally restricted material;

8.2.7. Contain any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

8.2.8. Create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; or

8.2.9. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or anything.

9. TERMINATION

9.1. Without limiting other remedies, Make Art In Paris may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate any contract for workshops/classes and refuse to provide the workshop/class to you if:

9.1.1. You breach these Terms and Conditions or the General Terms

9.1.2. Make Art In Paris are unable to verify or authenticate any information you provide to us;

9.1.3. Make Art In Paris believes that your actions may cause legal liability for you, our members or us; or

10. LIABILITY LIMIT

10.1. Nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of Make Art In Paris for fraud or for negligence causing death or personal injury or where and to the extent that applicable law prohibits such exclusion or limitation.

10.2. Subject to Clause 10.1 above, in no event shall Make Art In Paris or its suppliers be liable in contract, tort (including negligence), statutory duty, pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with these Terms and Conditions for: (a) direct, consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings), and in each case whether advised of the possibility of such loss or damage and however incurred including as a result of negligence arising out of or in connection with the site or workshop/class.

10.3. Subject to clause 10.1 above our liability in relation to the provision of workshop/class as per the relevant confirmation of booking pursuant to clause 3.1 shall be limited to a sum equal to the amount paid to us for the workshop/class in question or 100€, whichever is the greater. Make Art In Paris shall not be liable for any loss of or damage to any images or text provided to us by you when submitting any booking for workshops/classes, whether online or otherwise.

11. INDEMNITY

11.1. You agree to indemnify (and to keep indemnified) on demand, defend and hold harmless Make Art In Paris and its subsidiaries, affiliates, officers, directors, agents, and employees, from and against any claim, demand, liability, cost, damage or lost it may incur, including legal fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents incorporated by reference, or your violation of any law or the rights of a third party.

12. NO AGENCY

12.1. You agree that you and Make Art In Paris are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms and Conditions or by your purchase of any Workshops/classes.

13. NOTICES

13.1. All notices required to be served on Make Art In Paris shall be sent to the contact address stated in clause 1 or to the e-mail address of Make Art In Paris as set out in clause 1 or as otherwise notified on the site from time to time for such purpose.

13.2. All notices required to be served by Make Art In Paris shall be sent to the relevant contact email address supplied to Make Art In Paris by the student/client or as notified by the student/client from time to time for such purpose.

14. GENERAL

14.1. Each party confirms that these Terms and Conditions and any document incorporated by reference set out all of the terms governing the provision of workshop/class to the student/client and that it takes priority over all previous agreements, arrangements and understandings between them relating to the subject matter of workshop/class. The student/client confirms that it has not relied upon any statement, representation or understanding that is not an express term and shall not have any remedy in respect of any statement, representation or understanding which is not an express term unless made fraudulently.

14.2. The governing law for these Terms and Conditions and every agreement for the provision of workshops/classes shall be governed in all respects by French law as if the contract was wholly entered into and wholly performed within France. The parties hereby submit to the exclusive jurisdiction of the French courts.