



General Terms and Conditions

1. General Terms

Registration

Registration to the school canteen is annual

Invoices

You will be sent an invoice by return of post once your registration form has been received. You may choose to be invoiced on an annual or a termly basis.

Payment

Payment can be made in one of two ways :

- By direct debit.
- By transfer payment on receipt of invoice

Once your payment has been received, a name badge granting access to the dining area will be provided and given to your child during the first week of each new term.

Refunds and Changes

Refunds must be requested by completing the refund form (available from the Sodexo website before the end of the term concerned). Refunds can only be given for the following reasons :

- Consecutive sickness absence of more than 2 weeks, please complete form and supply a copy of a medical certificate.
- If a child leaves during the school year a discount will be calculated for the meals not taken for this reason.

If you want your child to change from sandwiches to hot meals or vice versa, you should apply in writing to Sodexo eceuro213.fms.lu@sodexo.com at least 2 weeks before the end of the term preceding the term in which you wish to make the change.



2. Conditions of usage of site

Access to the www.Sodexoeducation.lu website (hereinafter "the Sodexo site") and the usage thereof are subject to unconditional compliance and acceptance of all the terms, conditions and warnings contained in this document. By using this website, you expressly agree without limitation to said terms, conditions and warnings.

1. Responsible parties

The Sodexo site is the property of Sodexo Luxembourg, public limited company, (hereinafter "Sodexo"), whose registered office is at rue du Puits Romain 29, L-8070 Bertrange registered with the Luxembourg Trade Registry under number B.17620 (VAT number LU-11749616)

2. Usage of the information – intellectual property rights

The entire content of this site is protected by the intellectual property rights owned by Sodexo and/or its suppliers and partners.

"Sodexo" and the other product and/or services names referred to on this site are the registered trade marks of Sodexo or its sister companies. You are not permitted to amend, copy, distribute, transmit, circulate, represent, reproduce, publish, license, transfer or sell any information, software, product or service obtained from this website, nor to write works that are derived from the aforementioned items without the prior written agreement of Sodexo.

3. Information contained on the site

The information contained on this site is taken from reliable sources. However, Sodexo cannot guarantee that the information is complete, accurate and/or up-to-date. In addition, the information, products and services included on this site may contain technical inaccuracies or typing errors. Sodexo and its sister companies cannot be held liable for any damages that may arise from any insufficiency, inaccuracy, and obsolescence of the information circulated on this site.

In addition, the information included on this site does not in any way constitute financial, management, personnel organisational advice or a recommendation of any nature whatsoever: the data available on this site is given purely for information purposes. Please consult the appropriate sales department in order to receive specific information specific to your position.

Users shall exploit this information at their risk and peril, discerningly and in a critical spirit, based on their personal situation. Users shall remain the sole masters and responsible for the undertakings they make.

4. Responsibility of the services user

4.1. General:

Users are responsible for the correct functioning of their IT equipment, modem, telephone line and internet access.

4.2. Transaction services

Part of this site may be dedicated to the acquisition of Sodexo products and services or those of its sister companies. Users are perfectly well aware that they undertake to use the transaction function with due care and attention subject to the prevailing rules, laws, regulations and practices.

Users undertake to advise Sodexo as soon as possible of any difficulties experienced when sending an order or order confirmation.

In the event of a change in the user's specific administrative information, it shall advise Sodexo thereof within 8 days of the change.



5. Links and hypertext

Sodexo and its sister companies are not in any way liable for the hypertext links created from third party websites on the internet via the Sodexo site.

Any hypertext link to the Sodexo site from another website must be duly authorised beforehand in expressed written form by Sodexo.

In addition, the Sodexo site may contain links to websites managed by third parties. These links are only included for the convenience of the user. Sodexo does not have any control over the aforementioned websites and cannot be held liable for their content. The insertion of these links does not, however, mean that Sodexo or its sister companies approved the information contained on these sites.

6. Protection of personal data

1. Purposes of the processing of personal data

Sodexo collects personal data on visitors to the Sodexo site and the persons wishing to connect to its services for the following purposes:

- in order to establish global statistics on visitors' usage of the various sections of its website and for market surveys;
- through online forms, in order to get to know visitors better, to answer their questions and, where applicable, to inform them of the new features, services and products of Sodexo and its partners. Sodexo may also carefully select other companies that may send you information on their products and services in connection with the site.

Without your consent we shall not divulge to a third party or share or sell any information about you, such as your e-mail address, telephone number and fax number, demographic or identification data or income.

2. Security of processing of personal data

Sodexo undertakes to do everything possible to protect data of a personal nature in order notably to prevent it from being distorted, damaged or notified to unauthorised third parties.

3. Usage of cookies

One or more cookies will be placed on the hard disk of computers that access the Sodexo site. A cookie is a small file issued by a server that is reached by a user and recorded on the user's hard disk. Cookies sent from the Sodexo site record information on the navigation on the Sodexo site made by the computer on which the cookie is stored (the pages viewed, the date and time viewed, etc) and which can identify visitors' successive visits in order notably to personalise this data.

With this in mind, Sodexo undertakes to guarantee the visitors' rights to object to cookies. People connecting to the Sodexo site may actually object to having cookies saved by changing the software navigation options shown on their own computer (preferences heading under Netscape and Internet Options in Internet Explorer). However, Sodexo draws visitors' attention to the fact that in such cases, access to some services on the Sodexo site may become altered or impossible. No cookie contains information that would enable you to be contacted by telephone, email or normal mail.

4. Policy on private information and confidentiality

Sodexo reserves the right to inspect and examine the information connected with the messages such as their content, origin or destination, if it is reasonably able to believe that all or some of these communications relate to illegal or illicit activities, or if it has received an order from the competent authorities. Unless an inspection is carried out at the request of the competent authorities, Sodexo may not inspect messages of a public or non-confidential nature. This includes, but is not limited to, the information to be found on the web page, the messages to be found in discussion forums and IT mailshots.

Sodexo make take the necessary measures to ensure the correct management of the IT system. It may, in this respect, access any communications stored in its IT system.

Visitors undertake to keep their passwords and access codes confidential. The visitor shall be liable for all usage of this identification information. In the event of a loss or theft or the fraudulent usage of one of these items, the visitor is required to advise Sodexo thereof as soon as possible and confirm said notification by registered post. The visitors shall only be liable for the working day which follows the date of receipt of the registered post.

Sodexo may divulge the personal information on visitors at the request of a legal authority or in good faith if it considers that this action is required:

- in order to comply with prevailing legislation or regulations or to act in the event of legal proceedings against Sodexo or the site;
- to protect or defend the rights or the assets of Sodexo from the one or more Sodexo sites;
- to act under extreme circumstances with view to protecting the personal safety of the users of Sodexo, the site or the public.



7. Calculation tool

The site provides users with a simple calculation tool to carry out a number of tasks. The only purpose of these tools is to give an estimate to users of the various values calculated. The results should not in any case be considered to be conclusive. Users shall exploit these calculations at their risk and peril. Users shall be particularly attentive the consequences which may arise from certain changes in taxation legislation for certain products.

8. Restricted access

Sodexo reserves the right to refuse any visitor access to all or part of the Sodexo site unilaterally and without prior notification notably in the case of violation of these terms of usage.

9. Virus security

Sodexo has put in place a security system which complies with recent technological developments in order to protect this site, its computer and telematics system, its databases and the exchanges of data with the users. A protection system against known detectable forms of viruses is also in place. These protection systems are regularly adjusted and updated. The commitment which Sodexo makes in this respect is an obligation of resources rather than an obligation of results. Consequently, except in cases of obvious negligence or criminal intent, Sodexo and its sister companies may not be held liable for any harm, damages, interruptions, defects, theft, losses, destructions or changes in the data caused by the illicit access or with view to damaging a third party's system, that of Sodexo or that of a user, or as a result of a virus originating from the Sodexo site, from the Internet or the IT system of Sodexo or a user.

10. Interruption in access to the service

Sodexo shall employ all reasonable resources at its disposal to ensure that users have access to the services offered on its site.

Sodexo may not be held liable for any breakdown in machinery, lines or electricity, theft, breaking and entering, system error or any other event which is beyond the reasonable control and which would make the services offered on this site inaccessible or defective.

Sodexo may interrupt access to the site or a part thereof without notice for the purpose of maintenance or to make improvements thereto, in the event of *force majeure*, in the event of a risk of improper usage or fraud, or the occurrence of an event outside its control without any obligation or compensation in any form as a result of the interruption of access.

Sodexo shall, nevertheless, endeavour to inform users of the interruptions occurring within reasonable timescales.

11. Communications

Communications sent to the users of the services offered on this site, whether in electronic or postal form, shall be deemed to have been received by the user in person.

12. Amendment of the general terms of usage

Sodexo reserves the right to amend the terms, conditions and warnings by virtue of which this site is offered to you.

13. Applicable law and competent courts

The Sodexo site is managed from the Sodexo's Luxembourg offices and is subject to Luxembourg law. In the event of a conflict, solely the Luxembourg courts shall have legal competence.

14. Contact

If you have any questions or problems relating to the site, please contact +352.26.109.200.

Sodexo invites users to inform it of any illicit content which may be available from its services so that it can take the necessary suitable measures to remove this information or make it inaccessible.