

# TERMS AND CONDITIONS OF RESERVATION

## **Article 1: Object and acceptance of the terms and conditions of reservation**

These terms and conditions of service apply to: all bookings for experiences made through the website [www.la-cree.com](http://www.la-cree.com), or directly with SARL Créatrice, (henceforth Créatrice) a limited liability company with a capital of 500,000 euros, based at Chateau de la Cree, 21590 SANTENAY, registered at the Company Registry Office (RCS by its initials in French) in DIJON with number 491 304 911; and any person or organisation making a booking, henceforth “the Client”.

The validation of the booking by the client tacitly implies unconditional acceptance of the terms and conditions.

Modifications to these terms and conditions are binding for the Client as soon as they are posted online; they do not apply to previously concluded transactions.

In default of other evidence, the computer records of Créatrice and its providers, kept in reasonable security conditions, shall constitute proof of all the transactions conducted with the Client.

## **Article 2: Price of Experiences – booking**

The prices of the services sold are those in force on the date of receipt of the booking. The prices are quoted in euros and any charges applicable in mainland France are included. VAT is applied at the rate in force at the time of the booking. Any change in rates will affect unconfirmed bookings.

Créatrice reserves the right to change its tariffs at any time. It nevertheless undertakes to invoice the services booked at the prices stated when the booking was confirmed.

The booking will be considered final only when an email confirmation of the booking has been sent to the Client and the agreed price has been credited to the payee.

## **Article 3: Cancellation**

Créatrice reserves the right to cancel one or more experiences in case of force majeure or any other situation that could jeopardize the participants' safety. In case of cancellation by Créatrice, the latter will inform the relevant participants by email (at the email address given by the Client on making the reservation) and will offer to either postpone or reimburse them, at the Client's preference.

A booking for an experience can be modified or cancelled up to seven days before the date of the experience. If less notice is given, except in cases of force majeure, Créatrice is entitled to invoice (or keep, as applicable) 100% of the amount of the booking.

#### **Article 4: Safety**

Before departure, the tour guide will explain the safety instructions to be observed throughout the experience. The client commits to comply with them in full. If the experience takes place outside the grounds of Château de la Créé, the client undertakes to respect the French highway code, observing traffic lights, pedestrian crossings and so on. The client furthermore commits to respect French law throughout the experience.

Créatrice has taken out a professional civil responsibility insurance policy with HISCOX Tourisme Pro.

#### **Article 5: Right of withdrawal**

By law, the Client has a cooling-off period of fourteen (14) days with effect from making the booking in which to exercise their right to withdraw from their commitment to Créatrice and cancel their booking, without having to give reasons or pay a penalty, unless the implementation of the services has started, with the Client's agreement, before the end of the withdrawal period.

The right to withdraw may be exercised online, using the withdrawal form below and also available at [hospitality@lacree.fr](mailto:hospitality@lacree.fr). In this case, an acknowledgement of receipt will immediately be sent to the Client by CREATRICE. Alternatively, an unambiguous letter stating the wish to withdraw may be sent by post to:

SARL Créatrice  
Château de la Créé  
21590 SANTENAY

If the right to withdraw is exercised within the above-mentioned period, only the price of the experiences booked will be refunded.

The refund of amounts already paid by the Client will be made within fourteen (14) days of receipt of the Client's notice of withdrawal.

**Pursuant to article L.221-28 12° of the Consumption Code, the right of withdrawal does not apply to contracts for accommodation services (other than residential accommodation) or for catering services or leisure activities that must be provided at a specific date or period, which is the case for most of the services provided by Créatrice.**

#### **Article 6: Collection of personal data**

Créatrice, the data controller, computer processes the personal data provided by the Client at the time of the booking, with a view to handling the booking and sending the Client commercial information on its products and services.

Said data is kept for three (3) years with effect from the end of the business relationship and is used solely by Créatrice.

The Client may at any time withdraw their consent to the sending of commercial information, notably by clicking on the Unsubscribe link.

The Client freely benefits from a right to access and, if applicable, correct or delete their personal data, as well as the right to restrict the data processing or object to it, which they may exercise by contacting [hospitality@lacree.fr](mailto:hospitality@lacree.fr)

The Client is further entitled to file a complaint with the competent control body in their country of residence. (The competent body in France is CNIL, the French National Commission on Informatics and Liberty).

Pursuant to the provisions of article L.233-1 of the Consumption Code, any client not wishing to be the object of commercial prospecting by telephone may freely register on a list refusing telephone solicitation.

### **Article 7: Competent Court**

These terms and conditions of reservation are subject to French law. In default of a mandatory provision to the contrary, French jurisdictions will be the only ones competent to hear any lawsuit arising from the interpretation or implementation of these conditions, whether of a contractual or extra-contractual nature.

It is further reminded that, in case of litigation, the Client, as a consumer, is entitled to resort to a conventional mediation procedure, notably through the *Commission de la médiation de la consommation* (the French Consumption Mediation Commission) or by any alternative means of dispute settlement.

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### **MODEL WITHDRAWAL FORM**

(Please complete and send this form only if you wish to withdraw from the contract)

SARL Créatrice  
Château de la Créé  
21590 SANTENAY

*I/We\* hereby notify you of my/our\* withdrawal of booking no.*

*dated / /*

*Name of client(s)*

*Address of client(s)*

*Signature of client(s) (only if written on paper)*

*Date*

*\*Delete as appropriate*