

**Domaine du Mont Verrier**  
**General Sales**  
**Terms & Conditions**  
**Entreprise Individuelle**  
**(sold trader)**  
**providing accommodation,**  
**business seminars and wine**  
**tourism services**

**Article 1: Object**

These general terms and conditions of sale are concluded between the Domaine du Mont Verrier company, an "Entreprise Individuelle" (sole trader), hereinafter referred to as "Domaine du Mont Verrier" and any natural or legal person wishing to make a booking or purchase via the <https://www.domaine-montverrier.com> website, hereinafter referred to as "the Customer".

The Domaine du Mont Verrier company is an "Entreprise Individuelle" (sole trader), whose registered address is SAINT JULIEN (69640), 434 Route de Plantigny, France, and whose legal representative is Mr. Gerard LEGRAND, registered on the 'Registre du Commerce et des Sociétés' (Register of Commerce and Companies) in Villefranche Tarare under the number: 335 167 896, Intra-EU VAT: FR 51335167896

**Customer Service Contact Information:**

Email: [contact@domainemontverrier.com](mailto:contact@domainemontverrier.com)

Telephone: (33) .4.74.67.42.84.

**Article 2: Application of the general terms and conditions of sale**

These general terms and conditions of sale apply to all services booked by anyone via the [www.domainemontverrier.com](http://www.domainemontverrier.com) online store, relating to accommodation in guest rooms, the organisation of corporate meetings, seminars and receptions, or wine tourism services, provided by Domaine du Mont Verrier. These conditions are available and sent to the Customer upon request at the same time as the quotation to enable the Customer to make the booking. When making a booking the Customer agrees to these general terms and conditions of sale. In the event of a contradiction between the provisions set out in the quotation signed by the Customer, and those featuring in these general terms and conditions of sale, the provisions set out in the quotation shall prevail. Any contractual modification to any of the clauses set out in these general terms and conditions does not lead to the modification or cancellation of all these clauses.

### **Article 3: Booking confirmation**

The Customer must confirm his booking before the option date stated on the quotation and return a copy of the quotation duly signed, dated, with the handwritten statement "Bon pour acceptation" ("accepted") and bearing an official company stamp, to Domaine du Mont Verrier. He may also confirm this booking by letter, email, or through the booking forms available on the [www.domainemontverrier.com](http://www.domainemontverrier.com) website, the receipt and confirmation of the booking also constituting acceptance of these terms and conditions, bearing in mind that the online booking also constitutes acceptance of the said conditions.

### **Article 4: Conclusion of the contract**

The contract and the booking shall only become final upon receipt of the advance payment referred to in Article 8. Should the deposit not be received, Domaine du Mont Verrier will not confirm the booking and cannot guarantee the availability of spaces and/or rooms requested and/or tourism activities.

### **Article 5: Organisation and billing of bookings**

No later than 8 working days before the arrival date, the Customer shall confirm in writing to Domaine du Mont Verrier, the number of rooms, meals, participants in the seminar and/or any tourism activities, and the list of names of the participants. After this period, a reduction in the number of rooms or participants is considered to be a partial cancellation which shall be billed according to the guaranteed minimum number of rooms and on the minimum number of participants to which the Customer committed when signing the contract.

The bedrooms booked are available from 3pm on the day of arrival. Checkout is no later than 11am on the day of departure. Any later and the Customer may be charged for an additional night at the current rate. It is specified here that any meals included in the package that are not taken, shall not lead to a reduction in the agreed fixed price. In the event that Domaine du Mont Verrier cannot respond positively to a request for additional rooms due to its capacity and occupancy, any Customer deciding to cancel his booking shall be subject to the standard cancellation conditions.

### **Article 6: Additional services requested on site**

Any services additional to those set out in the original signed quotation, requested before or during the event, shall be the subject of a written agreement by the Customer or his representative. This additional service shall be billed in accordance with the rates in force. Should the Customer signing the contract not be attending the event in person, then someone must be designated as his representative on site.

### **Article 7: Payment and penalties**

The Customer shall make an advance payment of 30% of the total value of the service thereby finalising the contract as stipulated in Article 3. The balance of the total amount shall be paid upon receipt of the invoice from Domaine du Mont Verrier. Any amount not paid at the due date shall result in the application of late payment penalties calculated at the rate applied by the European Central Bank plus 10%. Penalties shall become payable immediately after the settlement date stated on the invoice has been exceeded. A €40.00

lump sum in compensation for recovery costs shall also be payable in accordance with Articles L 441 -6 and D 441-5 of the French Code of Commerce.

#### **Article 8: Modification to the services**

Any request to modify the services set out in the initial quotation shall be the subject of a new quotation and a new contract. In the absence of a written acceptance of these new documents by the Customer, the initial contract and its terms shall remain in force.

#### **Article 9: Total cancellation of the contract**

In the event of total cancellation, provided in writing, Domaine du Mont Verrier shall retain or invoice as compensation:

- More than 30 days before the event, the amount of the deposit paid and provided for in Article 7.
- Between 30 and 15 days before the event: 50% of the value, including tax, of the services booked;
- Between 15 and 2 days before the event: 70% of the value, including tax, of the services booked;
- Less than 2 days before the event: 90% of the value, including tax, of the services booked.

A change in the booking date for the accommodation and/or the event is considered to be a total cancellation and gives rise to the application of the cancellation conditions set out above. The cancellation conditions above may be modified according to Domaine du Mont Verrier's operational requirements.

#### **Article 10: Rates**

Rates are stated in euros. The rates stated on the quotations are valid for a period of 1 month from the date of transmission of the quotation to the Customer. Domaine du Mont Verrier reserves the right to periodically change the rates for its services, according to changes in the economic environment.

#### **Article 11: Early termination of the contract**

Domaine du Mont Verrier reserves the full right to terminate, unilaterally and without notice or compensation, any contract whose purpose proves to be incompatible with the use of the premises, would offend public decency, or could disturb public peace and order.

Domaine du Mont Verrier reserves the full right to terminate the contract, unilaterally and without further notice or compensation after a formal notice has gone unheeded, should the Customer fail to pay all or part of the advance payments stipulated in Article 7 above, without prejudice to Domaine du Mont Verrier's right to seek the recovery, by all legal means, of the sums already due or falling due, as well as compensation for damages. Domaine du Mont Verrier is exempt from all liability in the case of partial or total non-performance of the contract due to an unpredictable event, the action of a third party, or a force majeure event such as total or partial strikes, lockouts, floods, fires, health-related issues, terrorist attacks or other disasters.

#### **Article 12: Insurance - damage - breakage - theft**

The Customer is responsible for looking after any property or equipment brought to the premises by himself or the participants, including in the cloakrooms, but excluding

cloakrooms directly supervised by Domaine du Mont Verrier's staff inside the rented spaces. The Customer shall be responsible for taking out any insurance policy (Damages - Civil Liability) that he deems appropriate. In particular, the Customer is advised to take out a specific insurance should he be bringing any heavy equipment or valuable goods to the premises, as Domaine du Mont Verrier cannot be held liable for any damage or theft of said goods. The Customer is liable for any damages he causes (in particular damages caused by the participants or their guests) and undertakes, should there be any damage to the premises, furniture or articles made available to him, to bear the full cost of their replacement or repair. Under no circumstances shall Domaine du Mont Verrier be held liable for damages of any kind whatsoever, in particular those caused by fire or theft, to the articles or material brought by the Customer or the participants to the event.

#### **Article 13: No smoking**

For safety reasons, smoking is strictly forbidden throughout Domaine du Mont Verrier. The site is fully equipped with smoke detectors. Anyone who contravenes this rule may be requested to pay compensation, especially if setting off a fire alarm.

#### **Article 14: Disputes**

Should the Customer have any problems or complaints, he is invited to contact Domaine du Mont Verrier either through the "contact" section of the website, or by email or post to Domaine du Mont Verrier, 434 Route Plantigny, 69640 SAINT JULIEN, France. If, in spite of a first attempt to resolve the complaint, a disagreement remains regarding the validity, interpretation, performance or non-performance, interruption or termination of this contract, this may be taken up with French consumer mediation bodies. In accordance with the provisions of Article L.612-1 of the French Consumer Code, every consumer has the right to the free assistance (excluding costs involved in hiring legal council) of a consumer ombudsman in order to reach an amicable resolution of any dispute with a vendor, within 12 months after the original written complaint was sent to the vendor. To this end, the consumer is advised to consult the [www.mediation-conso.fr](http://www.mediation-conso.fr) website, or for cross-border disputes, the European Consumer Centre in France: [www.europe-consommateurs.eu](http://www.europe-consommateurs.eu).

#### **Article 15: Jurisdiction**

These general terms and conditions of sale are subject to French law and any disputes or disagreements arising from the interpretation or performance of this contract shall be the exclusive jurisdiction of the French courts and the Courts in VILLEFRANCHE SUR SAONE, France.

In the event of any inconsistency between the original French version of this document and its English translation, the French version shall prevail.