

# GTCS PRIVATE CUSTOMERS - STEPHANIE CHAPOTOT EI - FENG SHUI

## GENERAL TERMS AND CONDITIONS OF SALE INDIVIDUAL CUSTOMERS - FENG SHUI SERVICES CONTRACT (version 15/10/24)

### ARTICLE 1: PRESENTATION OF THE PARTIES

1.1 This contract for the provision of services (hereinafter referred to as the "Contract") governs the contractual relationship between :

- The Customer (hereinafter referred to as the "Customer"), who is a consumer
- The Shiatsu and Feng Shui Practitioner (hereinafter referred to as the "Service Provider") : Mme Stephanie CHAPOTOT EI, registered with Urssaf under SIRET number 89272932800039, as a Sole Proprietorship whose registered office is located at 70 boulevard Soult 75012 Paris.

1.2 Stephanie CHAPOTOT EI offers services whose main activity is Shiatsu, listed under APE code 8690 F "Human health activity not elsewhere classified". Secondary activities include Qi Gong, Meditation and Relaxation sessions, as well as Feng Shui expertise.

1.3 These general conditions of sale are concluded between Stephanie Chapotot EI and any person wishing to purchase a service from her directly by telephone on 06 28 13 25 47, or by email at stephanie@aozora-shiatsu.com, or via the contact form on her website <https://aozora-shiatsu.com>.

1.4 The Customer declares that it accepts all of these general terms and conditions of sale and declares that it has the capacity to enter into a contract with Stephanie Chapotot EI.  
You must read and accept these general terms and conditions of sale carefully before making any reservation or purchasing any service.

### ARTICLE 2: PRIOR DECLARATIONS BY THE PARTIES

2.1 The Customer declares and warrants to the Service Provider: - that he/she is of legal age and has the legal capacity to enter into this Agreement, - that he/she is under the regular care of a doctor who holds a recognised state diploma and is registered with a medical association in France, with regard to any health problems from which he/she may suffer.

2.2 The Customer declares that he has been informed of the nature of the services provided by the Service Provider and acknowledges that the Service Provider has been entirely at his disposal to inform him of everything that is important in terms of his needs.

### ARTICLE 3: NATURE OF THE CONTRACT

3.1 This Contract constitutes a contract for the provision of services relating to Feng Shui, and as such falls under the Consumer Code.

3.2 All the services provided by the Service Provider have no medical purpose and are not comparable to acts reserved for the health professions regulated by the French Public Health Code. They are considered complementary and in no way replace medical advice.

They are part of a complementary and personal approach to working on oneself and personal development.

3.3 The Customer is informed and accepts that the services provided are not intended to establish a diagnosis or treat any illness. Their sole purpose is to provide services aimed at self-development and spatial planning.

3.4 Feng Shui is a thousand-year-old Chinese art that harmonises and brings coherence between places and their occupants. It influences well-being and success and is part of a personal process of self-development. The Service Provider's mission is therefore to support Customers who wish to invest in and take responsibility for their own quality of life, vitality and overall well-being.

#### **ARTICLE 4: CONCLUDING THE CONTRACT REMOTELY OR OFF-PREMISES**

4.1 This Article applies in cases where this Contract is not concluded directly on the Service Provider's premises but remotely (with online payment) or if it is an "off-premises" contract concluded at the Customer's home, within the meaning of Article L. 221-1 of the French Consumer Code.

4.2 The Customer has 14 (fourteen) calendar days from the date of conclusion of the contract to withdraw. The Customer shall inform the Service Provider of his clear and unequivocal wish to withdraw by any means. The Customer may thus send an e-mail expressing his/her wish to withdraw to the e-mail address [stephanie@aozora-shiatsu.com](mailto:stephanie@aozora-shiatsu.com).

4.3 In the event of withdrawal, the Service Provider will reimburse the Customer for all sums paid without undue delay and no later than 14 (fourteen) days following the date on which the Customer is informed of the decision to withdraw. The refund will be made by the same means of payment used at the time of purchase. No costs will be incurred as a result of this refund.

#### **4.4 Cases in which the right of withdrawal does not apply :**

4.4.1 If the Customer makes an appointment for the Services to be performed on a date prior to the expiry of the 14-day withdrawal period, and if the Services are fully performed at the time of this appointment, the Customer expressly and automatically waives his/her right of withdrawal, without the Service Provider being obliged to receive the Customer's express request in writing.

4.4.2 The Customer is hereby informed that, in accordance with article L. 221-28 of the French Consumer Code, the right of withdrawal may not be exercised where the Services have been fully completed before the end of the withdrawal period and where performance has begun after the consumer has given his express prior consent and expressly waived his right of withdrawal.

4.4.3 The Customer will not benefit from a right of withdrawal when signing an order for Services at a trade fair, exhibition or similar event.

#### **ARTICLE 5: CONDITIONS GOVERNING THE PROVISION OF SERVICES**

5.1 The Service Provider will carry out the services, in agreement with the Customer, at the Customer's home or place of business.

5.2 The date(s) on which the Services are to be performed will be set jointly by the Service Provider and the Customer.

The Service Provider undertakes to exercise all due care and diligence in the proper performance of the Services and to keep the Customer informed of any difficulties that may arise during the performance of the Services.

The Service Provider is bound by a best endeavours obligation to provide advice and information.

5.3 The Service Provider reserves the right to refuse any support that does not fall within the scope of its competences in the context of the training it has received and validated by its certifications or certificates of face-to-face training which it makes available to the consultant on request.

If a person refuses to accompany them in their request, they will offer the contact details of at least one colleague who is better placed to respond to their specific request.

5.4 It should be remembered that the Service Provider uses its best endeavours to promote the Customer's personal or professional development or well-being, in accordance with the request made at the first meeting. The Service Provider is not under any obligation to achieve results.

## **ARTICLE 6: DESCRIPTION OF SERVICES**

### **6.1 Exploration :**

#### ***First decoding of the place***

A 2-hour on-site appointment during which the Service Provider discusses the Customer's needs and answers any questions regarding the layout of the Customer's home. The Service Provider may highlight any changes that need to be made and will provide these in a file sent to the Customer by email in PDF format within seven (7) days.

### **6.2 Traditional Chinese Feng Shui expertise :**

#### ***Bringing the energy of the site into line with its occupants***

Stage 1: The Customer contacts the Service Provider by telephone to explain their requirements. The Service Provider will then assess the feasibility of the request and draw up a quotation. Once the quotation has been accepted by the Customer, a meeting is arranged on site.

Step 2: Site visit by the Service Provider (except in the case of a remote survey). In the case of a remote survey, all the information required by the Service Provider is sent by e-mail (site plan, date of construction, photos or any other information required by the Service Provider).

The Service Provider reserves the right to photograph the premises solely for the purposes of its Valuation and the Customer undertakes to provide the Service Provider on the day of the visit with: the site plan, the date of construction and any other information required by the Service Provider and specified in step 1.

Stage 3: The Service Provider returns his Expertise to the customer in a file by email in PDF format within 30 (thirty) days of stage 2. This file contains layout proposals for each room: choice of furniture, objects, addition or removal of colours, shapes, choice of materials, favourable directions.... This list of proposals is not exhaustive and the proposals depend on the outcome of the expert appraisal.

## **ARTICLE 7: TERMS AND CONDITIONS FOR PLACING AND EXECUTING ORDERS**

### **7.1 Placing an order**

7.1.1 The Customer may place an order by telephone on 06 28 13 25 47 or by e-mail: [stephanie@aozora-shiatsu.com](mailto:stephanie@aozora-shiatsu.com) or by using the contact form on the website: <https://aozora-shiatsu.com>.

7.1.2 The Service Provider will draw up a quotation for any order for Services, based on the information provided by the Customer.

7.1.3 Each quotation indicates the type and exact scope of the Services selected by the Customer. Any quotation signed by the Customer implies acceptance of the Services and constitutes the Customer's firm and definitive order, subject to Article 10.

7.1.4 Only the Services mentioned in a quotation are payable by the Service Provider to the Customer. Certain orders may, depending on what is stated in the quotation, only concern all or part of a Service.

7.1.5 The Provider's price quotations are valid for 1 (one) month from the date of issue.

## 7.2 Performance of the Service

7.2.1 For Service 6.1 - Make an appointment by telephone or email and pay 100% of the Service on the day the appointment is made, carry out the Service on site.

7.2.2 For Service 6.2 - Appointment and mutual agreement on the project between the Customer and the Supplier by telephone. Once the quotation has been accepted (stage 1) and a 30% deposit has been paid, the Service Provider undertakes to carry out stage 2 within a period of time suited to his availability. Stage 3 will be carried out within a maximum of 1 (one) month after stage 2 and after payment of the balance by the Customer. The design and illustrations are created according to the needs, tastes and desires and budget of the Customer, based on the results of the Feng Shui expertise.

7.2.3 The documents are suggested ideas for the parts to be produced but **are not technical or execution plans, as Stephanie Chapotot EI is not a design office. For this reason, the service providers responsible for carrying out the work are required to check all the dimensions on site, before carrying out the work.**

## ARTICLE 8: PRICES AND PAYMENT TERMS

8.1 The prices shown on the Service Provider's quotations and invoices are quoted in euros and are payable exclusively in this currency, regardless of the Customer's nationality. They correspond to the rates for the various Services described and are valid only for those Services, on the date indicated. Prices are inclusive of all taxes (VAT not applicable, art. 293 of the General Tax Code).

8.2 Payment for the Services shall be made by cheque, bank transfer or in cash, in accordance with the payment deadlines indicated on the quotations (which take precedence over these General Terms and Conditions of Sale) and, in the absence of any mention on the quotations, in accordance with the following deadlines:

- Service 6.1: 100% on order
- Service 6.2: 30% upon validation of the Expertise order quote, balance of the Service at the end of each phase in which an illustrated document is delivered. An illustration will be sent or delivered once payment has been received.

8.3 Certain fixed rates may be subject to additional invoicing, in respect of additional study costs, caused by the discovery of technical constraints, during and/or at the end of the Service, and which were not known by the Service Provider and/or the Customer at the start of the Service.

8.4 The Customer is and remains entirely responsible for payment of all sums invoiced under the contract entered into with the Service Provider. Total or partial non-payment 15 (fifteen) days after the due date of any sum due under the contract may result, ipso jure and without prior notice, in :

- The suspension of any Service in progress, subject of the contract, without prejudice to Stephanie Chapotot EI's right to terminate the Service,
- Immediate payment of all sums remaining due by the Customer under the contract, regardless of the method of payment agreed,
- The application of a late payment penalty, calculated on the total amount due, at a rate equal to 3 (three) times the legal interest rate,
- Immediate suspension of the Service Provider's intervention, with the suspension/cancellation of the delivery of the remaining deliverables.

## **ARTICLE 9: INSURANCE AND LIABILITY**

9.1 The Service Provider offers Expertise and Services. The Service Provider is neither the project owner nor the project manager for the work carried out, and as such does not incur any contractual liability.

Stephanie Chapotot EI has taken out civil liability insurance covering direct damage caused to the Customer by itself during the Services for which the Service Provider is responsible (to the exclusion of all indirect damage including loss of turnover, operating loss, etc.). This insurance policy can be provided on request by the Customer.

9.2 The Service Provider recommends that its customers take out insurance against damage to works (DO) before starting work, in accordance with the law of 4 January 1978.

9.3 The Service Provider accepts no liability for failure to comply with the quotations given when the Expert Report is submitted, as this report is a proposal for a project to be carried out and validated with craftsmen, kitchen fitters, joiners or any other building professional.

9.4 The Service Provider accepts no responsibility for the choice of service providers selected by the Customer to carry out the project.

9.5 All legal or contractual guarantees offered to the customer in connection with the performance of the work are provided directly by the service providers concerned (ten-year guarantee, etc.). Where the Service Provider is itself involved in the aesthetic monitoring of the work, any breach of contract, delay, faulty workmanship or hidden defect attributable to a third party cannot under any circumstances be held against it and incur its liability. In the event of a dispute, the Customer may only turn to the Service Provider in question.

## **ARTICLE 10: CANCELLATION / SUSPENSION OF SERVICE**

10.1 The Customer may only cancel the Service in accordance with Article 4 (right of withdrawal). Failing this, the Service Provider will retain the sums already collected on the date of cancellation, and the full price of the Services, which are the subject of the cancellation, is payable by the Customer,

without prejudice to any applicable late payment penalties and any damages that the Service Provider may claim.

10.2 In application of article L.221-18 of the French Consumer Code, the Customer (other than a professional) has a period of 14 (fourteen) calendar days from the date of validation of his/her order, in accordance with article 4, to exercise his/her right of withdrawal, without having to give any reason or pay any penalties. The Services may not therefore be started before the end of this period without the Customer's agreement.

10.3 Pursuant to Article L221-5 of the French Consumer Code, if the Customer wishes the performance of a Service to begin before the end of the withdrawal period mentioned in Article L221-18, the Service Provider will obtain the Customer's express request on paper or on a durable medium, except for Service 6.1.

10.4 If the Customer withdraws from a contract for the provision of services, the performance of which he has expressly requested before the end of the withdrawal period, he shall be liable for payment of the costs calculated in accordance with the procedures set out in Article L221-25.

10.5 The Service Provider may suspend and/or terminate the performance of all or part of the Services in the event of force majeure. In the event of a sufficiently serious failure by one of the parties to perform its obligations (such as a failure or delay in payment by the Customer for a Service), the party that suffers the non-performance may suspend the performance of its obligations and/or opt for termination. Any suspension and/or termination of the Service will take place after formal notice has been served by letter and has not been served within the period indicated in said letter.

10.6 The Customer, once the Service has been completed or any other element agreed within the framework of the quotation given to the Customer, may not use subjective arguments (of taste for example) against Stephanie Chapotot EI to justify the reworking of its deliverables or the refusal to pay for the Services for which it has made a commitment. However, exceptionally and at the discretion of Stephanie Chapotot EI, adjustments may be added to these documents at the request of the Client.

10.7 In the event of signing an order for Services at a trade fair, exhibition or similar event, the Customer will not benefit from a right of withdrawal.

## **ARTICLE 11: DURATION**

This Contract comes into force on signature for a period corresponding to the duration of the Services. Depending on the case, it may take the form of a contract for immediate performance (completion of a single appointment) or for successive performance (deadlines specified in the quotation).

## **ARTICLE 12: CONFIDENTIALITY**

The Parties acknowledge the confidential nature of all information and data exchanged between them for the performance of the Contract and undertake to keep it confidential.

All confidential information communicated by the Customer to the Service Provider will only be used for the purposes of the Agreement. This clause shall remain applicable for a period of 5 (five) years after the end of the Contract.

## **ARTICLE 13: LIABILITY**

13.1 Special provisions applicable to contracts concluded at a distance: in accordance with the legal provisions in force, the Service Provider is automatically liable to the Customer for the proper performance of the obligations arising from the Contract concluded at a distance. However, the Service Provider may be exempted from all or part of its liability by proving that the non-performance or poor performance of the Agreement is attributable either to the Customer or to the unforeseeable and insurmountable act of a third party to the Agreement, or to a case of force majeure.

13.2 Subject to the application of the aforementioned mandatory provisions relating to distance contracts, the Service Provider shall only be liable in the event of a proven fault on the part of the Customer.

13.3 The Customer is solely responsible for the choices he makes and the information he provides to the Service Provider.

The Service Provider may not be held liable in the event of incorrect information being provided by the Customer or in the absence of such information.

## **ARTICLE 14: INSURANCE**

The Service Provider holds a professional civil liability insurance policy to cover any direct damage, whether material or immaterial, that it may cause in the context of this Contract.

MEDINAT - Cabinet ALIANS - 8 rue de la Grande Bretagne - CS 20601 - 77305 Fontainebleau Cedex .  
Policy in the name of Stephanie Chapotot, taken out with MMA IARD a MEDINAT group policy No. 114 241 615 with membership No. MDN18711.

This policy covers in particular: Professional and Operational Civil Liability up to €8 million per claim and €15 million per insurance year, limited to the activities detailed on your membership form and/or the latest endorsement, wherever the activities take place.

## **ARTICLE 15: PERSONAL DATA**

15.1 In the course of providing the Services provided for in this Agreement, the Service Provider has access to the Customer's personal data.

This personal data processing policy is available on the Service Provider's website.

15.2 The Customer acknowledges that he/she has read this personal data processing policy at the latest when entering into this Contract and accepts its terms unreservedly.

## ARTICLE 16: APPLICABLE LAW & COMPETENT COURTS

16.1 This Contract is governed by French law. Pursuant to articles L 611-1 et seq. of the French Consumer Code, the Customer has the right to have recourse free of charge (except for any legal and expert fees) to a consumer mediator.

16.2 For any consumer dispute which has not been resolved directly with the service provider, the individual consumer may refer the matter to the consumer ombudsman: - Online at <https://mediateur-consommation-smp.fr> - By post to Société Médiation Professionnelle - Médiateur de la consommation 24 rue Albert de Mun 33 000 Bordeaux.

After the Customer has approached the Service Provider in writing to no avail, the Service Provider may refer any consumer dispute to the Ombudsman.