

GTCS PRIVATE CUSTOMERS - STEPHANIE CHAPOTOT EI - SHIATSU/QI GONG/MEDITATION/RELAXATION

GENERAL TERMS AND CONDITIONS OF SALE INDIVIDUAL CUSTOMERS - CONTRACT FOR THE PROVISION OF SHIATSU, QI GONG, MEDITATION AND RELAXATION SERVICES (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 Sault 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 AND DESCRIPTION OF SERVICES

3.1 Nature of the contract :

3.1.1 The present Contract constitutes a contract for the provision of services relating to Shiatsu, Qi Gong, Meditation and Relaxation, and in this sense, this contract comes under the Consumer Code.

3.1.2 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.

3.1.3 The Customer is informed and accepts that the sessions carried out are not intended to establish a diagnosis or treat any illness. Their sole purpose is to provide services aimed at self-development by achieving a balance between the body, the mind and the emotions, for the purposes of well-being.

3.2 Description of Services :

3.2.1 Shiatsu is a method of "communication through contact" which gives energy and relieves tension and fatigue. It is an invigorating body technique which makes traditional Japanese shiatsu a complete experience of self-development and well-being, beneficial both for those who practise it and for those who receive it.

3.2.2 Qi Gong is a gentle Chinese form of preventive health gymnastics. It is used to circulate vital energy and make the body and joints more supple. It contributes to psychological well-being, as part of a process of self-development and general well-being.

3.2.3 Meditation is a seated practice designed to bring you into contact with your emotions, thoughts and physical sensations. It contributes to general well-being as part of a process of self-development.

3.2.4 Relaxation is a practice designed to release physical and mental tension, to achieve calm and serenity.

3.2.5 The services provided by the Service Provider do not under any circumstances replace a medical diagnosis and/or treatment and do not in any way exempt you from consulting a doctor, who is the only person authorised to establish a medical diagnosis and appropriate medical treatment. The Service Provider's mission is to support Customers who wish to invest in themselves 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 at the Service Provider's premises on the day on which the Services are performed, but at a distance (e.g. gift voucher with payment in advance of the Service) or if it is an "off-premises" contract (e.g. concluded at the Customer's home) within the meaning of Article L. 221-1 of the French Consumer Code, or if it is an online service.

4.2 The Client, beneficiary of a session at a distance or at the Client's home, has 14 (fourteen) calendar days from the day of the conclusion of the contract to withdraw. The Client informs the practitioner of his clear and unequivocal wish to withdraw by any means. The Client may thus send an e-mail expressing his wish to withdraw to the e-mail address 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 required 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 and, as the case may be, either

- On its business premises
- Outside the Service Provider's premises, at the Customer's home or online

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

5.3 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.

5.4 The Service Provider reserves the right to refuse any support which does not fall within the scope of its competencies 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.

5.5 With the Customer's agreement, he authorises himself to consult the medical professions in contact with the Customer in order to obtain any information he may deem useful in the support he may be asked to provide, in strict compliance with the confidentiality policy to which he is bound.

5.6 It should be remembered that the Service Provider uses its best endeavours to promote the Customer's personal development and well-being in accordance with the request made at the first appointment. The Service Provider is not obliged to achieve results.

ARTICLE 6: BOOKING & CANCELLATION

6.1 The Customer can make an appointment by telephone on 06 28 13 25 47 or by e-mail: stephanie@aozora-shiatsu.com or by using the contact form on the website: <https://aozora-shiatsu.com>.

6.2 If the Customer is unable to keep the appointment booked, he/she is invited to cancel or reschedule the appointment **at least 48 hours in advance** by e-mail to stephanie@aozora-shiatsu.com or by telephone on **06 28 13 25 47**, or by using the contact form on the website: <https://aozora-shiatsu.com>.

6.3 Subject to the application of the provisions relating to the right of withdrawal for contracts concluded remotely and off-premises, any cancellation of Services by the Customer after signing the Contract will only be taken into account if it is made in writing to the Service Provider no later than 48 (forty-eight) hours before the scheduled date.

Except for medical reasons (with a medical certificate) or force majeure, any appointment not cancelled at least 48 (forty-eight) hours before the scheduled date remains due to the Provider.

In the event of cancellation after this period, the Customer is informed that the sums paid in advance will not be reimbursed.

6.4 The Service Provider reserves the right to cancel, suspend or interrupt the Services if, after signing the Agreement, it finds that the said Services are manifestly incompatible and/or unsuited to the Customer's personal situation.

In this case, the Service Provider undertakes to reimburse the Customer for the sums paid in proportion to the Services already performed.

ARTICLE 7: PRICES AND PAYMENT

7.1 The rates for the Services are set by the Service Provider. The rates applicable to the Customer on the date the Agreement is entered into are those currently displayed on the Service Provider's website or, failing that, on the Service Provider's premises.

Prices are in principle exclusive of taxes and charges. Where taxes and/or charges apply, the Service Provider will inform the Customer of these and they will then be invoiced in addition. In the absence of information on taxes and/or charges, the prices quoted are deemed to be inclusive of all taxes and charges.

7.2 The Customer is hereby informed that the fees for the Services are not reimbursed by social security.

However, the Customer may wish to check with his or her Complementary Health Insurance, as many Complementary Health Insurance companies frequently contribute to the cost of Shiatsu. The invoice will then serve as proof.

7.3 Payment shall be made on the day of the service **in the office** by the following means:

- Species
- Cheque made payable to Stephanie CHAPOTOT. The cheque will be cashed on receipt.
- Bank transfer

7.4 Any package subscribed to and started is non-refundable, even if there are unused sessions remaining.

If a package of sessions is purchased, several cheques may be sent to the Provider, with deferred collection possible (dates to be agreed with the Provider).

7.5 A receipted invoice for your session of the day is always available to you at the end of the session, at the Customer's request. Each payment made prior to the session will result in an invoice being drawn up and sent to the Customer on request.

ARTICLE 8: 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.

ARTICLE 9: 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 10: LIABILITY

10.1 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, it 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.

10.2 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.

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 11: 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 EI, 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 12: FORCE MAJEURE

Neither of the Parties may be held liable for any delay or failure due to the occurrence of a case of force majeure as usually recognised by the case law of the French courts.

If the effects of the event constituting force majeure persist for more than 15 (fifteen) days, the Parties agree that this Contract may be terminated by operation of law on the initiative of the most diligent Party by registered letter with acknowledgement of receipt, without this affecting the conditions of payment for the Services performed.

ARTICLE 13: PERSONAL DATA

13.1 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.

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

ARTICLE 14: APPLICABLE LAW & COMPETENT COURTS

14.1 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.

14.2 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.