

1. Company identity

These general conditions of sale have been concluded between, on the one hand, the company Terre de Spa (hereinafter referred to as "the Seller"), a simplified joint stock company with share capital of 101,569 euros, registered in the Lyon Register of Companies under the number 479 993 594 and, on the other hand, any natural or legal person wishing to purchase and make a reservation with this establishment (hereinafter referred to as "the Buyer").

2. Subject

The purpose of these general terms and conditions of sale is to inform any potential consumer about the terms and conditions under which the seller sells and reserves treatments purchased in the following Cinq Mondes spas: Cinq Mondes Opéra Paris, Cinq Mondes Samaritaine Paris and Cinq Mondes Lyon. They apply, without restriction or restraint, to all sales and reservations of treatments by Terre de Spa available on this website.

Consequently, the fact that any person buys and reserves treatment available for sale on the Cinq Mondes website implies full and complete acceptance of these general terms and conditions of sale, which the Buyer acknowledges having read prior to placing an order.

Prior to placing an order, the Buyer hereby declares:

- that purchase and reservation of treatments on the company's website is not directly related to their professional activity, and is limited to strictly personal use.
- having full legal capacity, which enables personal commitment to these general conditions of sale. Terre de Spa wishes to remind buyers that in application of article 1124 of the French Civil Code, non-emancipated minors are incapable of entering into a contract. Therefore, orders for minors must be placed by parental authority. In the event that personal data related to a minor is collected accidentally, storage and/or transmission to third parties can be opposed by parental authority.

Terre de Spa reserves the right to modify these general conditions of sale without prior notice at any time.

3. Access to the Website

The Buyer is personally responsible for setting up the IT and telecommunication tools required to access the Terre de Spa website.

The Buyer shall bear the telecommunication costs of accessing the Internet and using the website.

4. Forming a contract and placing orders

4.1. Rates

The prices of the treatments on this website, indicated in Euros, are those in force when the Buyer registers an order. When applicable, the prices include the value added tax (VAT) in force on the day the order is placed, and any change in the applicable VAT rate is automatically reflected in the price of the treatments sold by Terre de Spa on the website. The prices of the treatments can be modified by Terre de Spa at any time.

4.2. Characteristics of treatments

In accordance with article L 111-1 of the French Consumer Code, prior to an order, the Buyer can read about the essential characteristics of the treatments he wishes to reserve on the Cinq Mondes website at <https://www.cinqmondes.com>.

4.3. Orders

All orders imply full and unconditional acceptance of these general terms and conditions of sale. Once the Purchaser has registered an order by clicking on the "Validate" icon, they are considered to have accepted these general terms and conditions of sale, the prices, volumes and quantities of the treatments offered for sale, ordered with full knowledge of the facts and without reservation. The sale is only considered final after Terre de Spa has received full payment.

Terre de Spa recommends that the Buyer keeps a hard copy or computerized record of this information.

5. Payment

Payment must be made when the order is placed by the Buyer. The sums paid cannot at any moment be considered as a deposit or down payment. Terre de Spa collects the total amount of the order when the order is validated.

All orders are payable in Euros. All the means available to the Buyer for payment are mentioned in the order form:

Online credit card. The Buyer guarantees Terre de Spa that they have the necessary authorizations to use the method of payment chosen when the purchase order is registered.

Terre de Spa reserves the right to suspend or cancel any order, regardless of the type and level of execution, in case of non-payment by the Buyer of any sum due or in case of a payment incident. Terre de Spa reserves the right to request a photocopy of the Buyer's identity card or proof of address for any payment by bank card.

As part of the fight against Internet fraud, information related to your order can be transmitted to any third party for verification.

6. Promotional offers

The promotional offers on this website are only valid within the limits of their validity and available stocks. These offers are subject to availability, cannot be changed, are not retroactive and cannot be combined with any current offer or special benefit.

7. Discounts

No discount shall be granted for early payment.

8. Cancellations

To cancel any reservation of a customized treatment, please contact the spa by telephone within a minimum of 24 working hours and during opening hours before the start of your treatment. After this period, any cancellation of customized treatment shall not be refunded. Similarly, absence from any reserved treatment shall be charged in full.

In case of treatments reserved with a gift voucher, it shall be considered to have been used in the event of cancellation after the above-mentioned deadlines, or in the event of absence from the treatment.

9. Changes by Terre de Spa

Terre de Spa reserves the right to modify the content of the program or some of the services planned, if unforeseen or unavoidable circumstances so require. In such an event, Terre de Spa shall do the utmost to provide the client with a replacement service of equivalent quality and time.

If Terre de Spa is forced to cancel or interrupt the service paid for by the client, Terre de Spa shall inform the client and offer the same services on other dates or at other times, subject to the client's approval. Should the client refuse, reimbursement shall be due only (without incurring penalties or costs) of the sum paid for this service. Terre de Spa shall decide whether the client shall be refunded by bank transfer or bank draft.

In case of payment by Gift Voucher, this shall not be considered as used.

If cancellation is imposed by force majeure, the client shall not be able to claim compensation. Force majeure means any event external to the parties that is both unforeseeable and insurmountable and that prevents Terre de Spa from executing all or part of the services paid for by the client, and in particular: strike, insurrection and riot, technical breakdown, or weather, geographical or sanitary conditions that might endanger the life of the client.

10. Liability

Under no circumstances can Terre de Spa be held liable for circumstances due to force majeure, for actions by any third party who is not involved in the execution of the services covered in the contract, or for poor execution of the contract attributable to the client. All information on prices, services, administrative or health formalities indicated in our brochures is for information purposes only and does not constitute a definitive commitment on our part.

The photographs and texts reproduced that illustrate the products and treatments are not contractual. Consequently, Terre de Spa cannot be held responsible for any error in any of these photographs or texts.

11. Minimum age

For safety reasons, access to treatments for a selection of facial treatments is reserved for individuals over 16 years of age if unaccompanied. If a minor is accompanied by an adult who has treatment in the same booth, as of the age of 14 such minors can receive a facial or body massage.

12. Health

The treatments provided in the spa are reserved exclusively for people in good health. If in doubt, please consult your doctor before reserving. The Spa is a non-medical universe and the purpose of all treatments is your well-being.

13. Advice and organization of your care

The time for care indicated is the actual care time. It does not include time for undressing and dressing in the booth. In case of a delay, the time spent on care cannot be guaranteed. Ideally, you should arrive at least 15 minutes before your appointment.

14. Valuables

We recommend that you leave all valuables and jewelry at home or in your room. Please ensure that your locker is properly locked and keep the key with you throughout your stay. Terre de Spa accepts no liability for loss or theft from lockers.

15. Right of Withdrawal

According to French Consumer Law n° 2014-344 of 17 March 2014, the Buyer has a period of fourteen clear days as of the date of purchase to request a refund for any treatment reservation insofar as the treatment has not been provided. However, the conditions for cancellation specified in Article 8 must be applied within this 14-day period.

Exercising the right of withdrawal shall give the buyer the following choices:

- a cash refund by re-crediting the credit card used at the time of the initial order or, if this is not possible, by certified check.
- or a voucher for any of the services (treatments) or cosmetic products on the site

16. Complaints

Any complaint should be immediately reported to Terre de Spa and confirmed by registered letter with acknowledgement of receipt. It should be accompanied by proof and should be made no later than 15 days after the client's departure from the spa. After this period or in the absence of proof, no complaint can be taken into account.

17. Applicable law

These terms and conditions of sale are subject to French law.