Thermes D'Avene, a joint stock company with a capital of 1,057,212.00 Euros, registered with the companies register in Montpellier under number 423 907 732 whose registered office is at CENTRE THERMAL AVENE, Les Bains d’Avène – 34260 AVENE France

The legal notice which precisely identifies TA and indicates its name, address where it has its establishment, its email address, its phone number, its registered office, whether it is subject to tax and the individual identification number.

The essential features of the proposed treatments (Description of treatment programmes).

Methods of payment.

Exercising the right of withdrawal.

Interruption of the Treatment:

Payment conditions and methods.

Suspension

Should the Treatment be temporarily suspended (temporary halt of the Treatment), the Customer must inform TA about the reason for the suspension in good time, in order to allow TA to process the file as usual.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the appendix hereto. The Customer has the option of choosing from the following means of payment offering optimal security: In cash to the cashier or in the form of a deposit amounting to the payment of the balance of the cost of the Treatment.

By credit card (Visa, Eurocard / Mastercard).

By bank or post office cheque. The cheque will be cashed at the time of receipt. Only French cheques will be accepted.

The various additional services and taxes must be paid before the end of the Customer's stay.

If the Customer does not pay the balance of the Treatment before departure, the establishment reserves the right to directly collect the money owed from the credit card, the details of which have been given either at the time of the payment of the deposit or on arrival, and the Customer expressly accepts this. Should this be the case late payment penalties will be due from the following due date of the invoice amount plus 15% per day up to a maximum of 100% of the total amount shown on the invoice including taxes. In addition, a fixed penalty of 15% of the amount due shall be payable in case of collection through legal channels.

TA chose Mercanet to secure online payments by bank card.

The validity of the Customer's payment card is verified by Mercanet. The payment card may be refused for several reasons: the card may be stolen or blocked, the ceiling has been reached, there is an entry error, etc. If there is a problem, the Customer must approach both their bank and the TA to confirm the booking and method of payment.

Partial payment will be debited at the end of the 12, 18 days (or) (online prepayment).

This prepayment is considered to be a deposit. The deposit is deducted from the final bill.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

If the Customer does not pay the balance of the Treatment before departure, the establishment reserves the right to directly collect the money owed from the credit card, the details of which have been given either at the time of the payment of the deposit or on arrival, and the Customer expressly accepts this. Should this be the case late payment penalties will be due from the following due date of the invoice amount plus 15% per day up to a maximum of 100% of the total amount shown on the invoice including taxes. In addition, a fixed penalty of 15% of the amount due shall be payable in case of collection through legal channels.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual with the application of the third-party payment system in respect of the Treatment package.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Interruption of the Treatment: should the Treatment be entirely interrupted, the Customer or the representative of the Customer shall immediately contact TA to agree on the method of closing the file.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Suspension

Should the Treatment be suspended (temporary halt of the Treatment), the Customer or the Customer's representative shall inform TA about the reason for the suspension in good time, in order to allow TA to process the file as usual.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The insurance approved Treatment, the personally funded Treatment (6, 12, 18 days) or "Sensicure" Treatment may only be resumed on presentation of the original of the agreement to cover the cost of the thermal treatment prescribed by the attending doctor, whether or not covered by the French health insurance scheme or other social insurance scheme.

If the Customer does not pay the balance of the Treatment before departure, the establishment reserves the right to directly collect the money owed from the credit card, the details of which have been given either at the time of the payment of the deposit or on arrival, and the Customer expressly accepts this. Should this be the case late payment penalties will be due from the following due date of the invoice amount plus 15% per day up to a maximum of 100% of the total amount shown on the invoice including taxes. In addition, a fixed penalty of 15% of the amount due shall be payable in case of collection through legal channels.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Methods of payment: details in Appendix.

Consumer mediator

For any litigation not relating to a health service and not having led to a prior amicable resolution between the Customer and the TA, the French Hydrotherapy mediator can be given access to the following address:

Mr. Daniel ROUSIN - Hydrotherapy mediator – 157 chemin de Garias– 64310 LAA MONDRAINS-France.

Excluded from this recourse insurance approved hydrotherapy treatments which are services provided on medical prescriptions under the French code of public health and the French code of Social Security.

=" Excluding fees related with the recours to an expert or the assistance of a lawyer.

PAYMENT CONDITIONS AND METHODS

The Customer provides bank details, bank card or credit card (Visa, Eurocard / Mastercard), to TA by telephone on +33 (0)4.67.23.41.87 or by email at the following address: contact.avenecenter@pierre-fabre.com

If the Customer does not pay the balance of the Treatment before departure, the establishment reserves the right to directly collect the money owed from the credit card, the details of which have been given either at the time of the payment of the deposit or on arrival, and the Customer expressly accepts this. Should this be the case late payment penalties will be due from the following due date of the invoice amount plus 15% per day up to a maximum of 100% of the total amount shown on the invoice including taxes. In addition, a fixed penalty of 15% of the amount due shall be payable in case of collection through legal channels.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Interruption of the Treatment: should the Treatment be entirely interrupted, the Customer or the representative of the Customer shall immediately contact TA to agree on the method of closing the file.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.

Suspension

Should the Treatment be suspended (temporary halt of the Treatment), the Customer or the Customer’s representative shall inform TA about the reason for the suspension in good time, in order to allow TA to process the file as usual.

Proof of interruption (medical certificate, appointment, civil status certificate) is obligatory in order to allow TA to process the file as usual.

The balance of the cost of the Treatment will be paid in accordance with the terms and conditions of sale.

In the absence of documentary proof, the Customer shall directly pay TA the full amount shown on the Treatment invoice.
The Customer may cancel the booking within two (2) weeks of the date of arrival, by letter to the TA at the following address: Les THERMES D’AVENIE – 34260 AVENIE – France or by email to contact.avenecentre@pierre-fabre.com. This cancellation will result in the deposit being refunded within a period of one (1) month from receipt of the cancellation request sent by the Customer to TA, either by crediting the Customer’s bank account or by cheque. The Customer may also cancel the booking by phone within a period of two (2) weeks of the anticipated date of arrival. However, the cancellation must be confirmed in accordance with the above conditions by post or email. A booking cancelled within less than two (2) weeks of the date of arrival at the Customer’s request solely for professional or medical reasons (e.g., requests for supporting documentation will result in the refund of the deposit within one (1) month of TA receiving the cancellation request and the documentary proof from the Customer. In the absence of documentary proof being sent by the Customer, TA will retain the deposit. Should the Customer not make use of certain treatments prescribed as part of the Treatment for any reason whatsoever, in particular including in the case of no show or late arrival at the place of the appointment, the Customer will continue to liable for all the amounts due under the original booking. The Customer must therefore pay the balance before leaving TA.

This does not apply to the thermal spa treatment package provided as part of an 18 day insurance approved Treatment. In this special case only, should the Treatment be interrupted, on the signature of a spa doctor, the cost of the thermal package due will be invoiced on a pro rata basis.

**MODIFICATIONS**

Any change made to the booking by the Customer can only be taken into account by TA within the limits of its possibilities and provided a notice is notified either by letter sent to the following address: Les THERMES D’AVENIE – 34260 AVENIE – France or by email to: contact.avenecentre@pierre-fabre.com or by telephone in accordance with the above description, within at least eight (8) days prior to the anticipated date of arrival.

Any changes made by phone must be confirmed in accordance with the above conditions by post or email. Wherever possible, TA will attempt to meet the Customer’s request. No changes can be considered if the request is received less than eight (8) days prior to the date of arrival.

Should the proposed change be refused, and should the Customer be unable to fulfill the original terms of the booking, the Customer will be considered to have cancelled.

**FORCE MAJEURE**

TA shall not be held liable in respect of the Customer for failure to perform its obligations as a result of a force majeure event. Force majeure events or unforeseeable circumstances will be those usually recognized by the precedents set in the French Courts.

**MEDICAL CONSULTATION**

As part of the Treatment, a medical visit to a hydrotherapy doctor is offered there. This does not apply to the thermal spa treatment package provided as part of an 18 day insurance approved Treatment. In this special case only, should the Treatment be interrupted, on the signature of a spa doctor, the cost of the thermal package due will be invoiced on a pro rata basis.

The Customer may not claim any compensation should he or she fail to be present for the treatments included in his or her package.

**HYGIENE AND REGULATIONS**

TA is certified Aquacert HACCP Thermals®: this quality approach directly covers the hygiene rules applied at TA. Through the intervention of the third party certification body AES, this certification guarantees compliance with the regulations, and the establishment and maintenance of a high hygiene standard system. By booking the Customer agrees to abide by the hygiene rules or other regulations applied at TA. These rules are described in TA’s welcome booklet.

A copy of the booklet is given to Customers on arrival.

**LIABILITY**

Treatments are in accordance with the current French legislation. TA shall not be held liable in the event of non-compliance with the legislation of any country.

TA shall not be held liable for the failure of the booking in the event of force majeure, as a result of the actions of either a third party or the Customer or as a result, such as the unavailability of the Internet network, inability to access the Website, external intrusion, computer virus or if the prepayment is not authorized by the cardholder’s bank.

TA shall not be held liable for any indirect damages as a result of this document, in particular any operating loss, resulting from the actions of a third party, the Customer or TA’s partners. Hyperlinks may link to websites other than the TA website. TA shall not be held responsible for the content of these websites or the services offered there.

Any booking or payment that may be illegal, ineffective, incomplete, or fraudulent for any reason that may be attributable to the Customer will result in the cancellation of the booking at the Customer’s expense, without prejudice to any civil or criminal action that may be taken against this Customer in this respect.

TA offers spa treatments for children aged under 18. These programmes require the presence of an adult person to accompany the child up to the age of 12.

The photographs in a presented on the Website are not contractual. While every effort is made to ensure that the photographs, graphics and texts used to illustrate TA give as accurate a picture as possible of the Treatments, variations may occur, in particular because of changes to the furniture or renovations. Customers may not make any claim as a result.

**COMPLAINTS**

As part of the Aquacert HACCP Thermals® quality approach which includes a section on “Listening to the customer” a complaint form is available at TA’s reception desk.

The Customer must give his or her name and describe in writing on the claim form or as a sheet of paper any complaint they may have in relation to the Treatment and hand it in at TA’s reception desk or send it by post to the following address: Les THERMES D’AVENIE – 34260 AVENIE – France, or by email to the following address: contact.avenecentre@pierre-fabre.com.

All complaints are handled by TA’s Quality Service, and the Customer is informed of the outcome of the complaint.

**PRIVACY**

The information requested from the Customer is required for processing the booking and sending information about TA products and services. Without this information, TA will be unable to register the booking.

Under France’s Data Protection Act of 6 January 1978 amended by the Act of 6 August 2004, the Customer has the right to access, rectify and delete any personal data.

When visiting the website, Customers are in fact able to access their personal data via the customer area, correct their personal data if their situation has changed or, refuse to allow TA collect their data for purposes of prospecting. However, some data is necessary for processing the booking. If this data is not collected, we cannot follow up the booking. Finally, Customers may also ask for all their personal data to be deleted. To do so, send the request to TA to the following address: contact.avenecentre@pierre-fabre.com.

In this special case, the Customer may send the newsletter, promotional offers, and a questionnaire after their spa stay by email or telephone. The Customer has the right to object to the data being used for marketing purposes, in particular commercial purposes. Furthermore, by clicking on the unsubscribe link at the bottom of each commercial email, Customers may unsubscribe at any time.

Data processing enables TA to:
- fulfil its obligations to Customers;
- inform Customers about any special offers and new services that TA may introduce.

On each of the personal data collection forms the Customer is made aware of whether the information requested is obligatory or optional by means of an asterisk.

Customers authorize TA to communicate their personal data to third parties provided that such communication proves compatible with the operations falling to TA under these terms and conditions of sale.

In particular when paying online, the Customer’s bank details shall be transmitted by means of the Mercantec payment service provider to TA’s bank, for the purposes of executing the booking contract. In its professional capacity Mercantec has a commitment to TA to take every precautionary measures in relation to the security and confidentiality of the data included in the aforementioned data transfers.

**DIRECT PROSPECTING**

Customers have the right to express consent to receiving direct marketing in the form of emails.

Customers have the right to object, free of charge, to data being used for marketing purposes, including commercial purposes.

**AGREEMENT IN RELATION TO PROOF**

The computerized records stored in TA’s information systems will be kept under reasonable conditions of security and considered as proof of communications, bookings, and payments between the parties. Freedom of proof does not constitute an exemption of proof by trustworthy means.

In the case of a contradiction between the information required and the acceptance of these terms and conditions of sale and the booking form, constitute an electronic signature which has, between the parties, the same value as a handwritten signature.

Customers are informed that their IP address is recorded at the time of booking.

**INTELLECTUAL PROPERTY**

Any text, images, and sounds reproduced on the Website or in TA’s brochures are the exclusive property of TA worldwide.

These terms and conditions apply to any transfer of any kind whatsoever of the intellectual property rights in respect of the elements belonging to TA or its beneficiaries, for example photographs, images, written texts, artistic works, trademarks, graphic charters, logos to the benefit of the Customer. Only use in accordance with the intended purpose of the Website is permitted.

Users that have a personal website and would like to place a direct link to the home page of the Website, for personal use, must obtain the express consent of the TA before creating this link.

Under all circumstances, any links to the Website must be immediately removed at the request of TA.

**APPLICABLE LEGISLATION**

The applicable legislation is that of France.

Any dispute concerning the conclusion, execution, interpretation or termination of this Contract, which cannot be resolved amicably, will be submitted to the competent courts covering the domicile of the defendant.

**INTEGRAL NATURE**

These terms and conditions of sale and the booking form outline the entire obligations of the parties.

No general or specific condition communicated by the Customer may be incorporated into these terms and conditions of sale.

The documents forming the contractual obligations between the parties are, in order of decreasing priority, the booking form (including the special conditions regarding the tariff booked) and the present terms and conditions of sale.

Should there be a contradiction between the booking form and the terms and conditions of sale, the provisions contained in booking form will be the only ones applicable to the obligation in question.

**APPENDIX**

**Tariffs – payment methods – reimbursement methods**

**Tariff:**

Can be consulted on the Website

In the centre’s documentation

On request to TA

By email contact.avenecentre@pierre-fabre.com.

Customer payment methods:

Deposit at the time of booking:

Insurance approved Treatment: Sixty Euros (60, €0), or for a “Sensicure” Treatment (6, 12, 18 days) or for a “Sensicure” Treatment: One hundred Euros (100)

Method of payment:

Bank card, French cheque or cash (in Euros only)

For bank transfers or money orders, please consult TA.

Payment of the balance of the Treatment:

Insurance approved Treatment: at the time of departure, on the basis of the invoice.

Personally funded Treatment (6, 12, 18 days) for a “Sensicure” Treatment: in accordance with the quotation with an adjustment on the basis of an invoice at the time of departure.

Method of payment:

Bank card, French cheque or cash (in Euros only).

Reimbursement by TA:

Deposit: in accordance with the procedure and timescales laid down in the terms and conditions of sale.

Method of payment: by repayment on bank card, cheque or cash (in Euros only).

In the case of overpayment after the Treatment has been completed:

Insurance approved Treatment: at the time of departure, on the basis of the invoice.

Method of payment: by repayment on bank card, cheque or cash (in Euros only).

Should the Treatment be interrupted:

In accordance with the procedure laid down in the terms and conditions of sale and after TA has received the documentary proof.

Method of payment: by repayment on bank card, cheque or cash (in Euros only).