# TERMS AND CONDITIONS FOR VISITS CHAMPAGNE BILLECART-SALMON

#### **ARTICLE 1. LEGAL NOTICES**

Company name: Champagne Billecart-Salmon SA

Registered in the Reims Commercial Register under no.: 335420075

Registered office: 40 rue Carnot – BP8 51160 Mareuil-Sur-Aÿ Customer service: 40 rue Carnot 51160 Mareuil-Sur-Aÿ

Telephone: + 33 (0) 26 52 60 22 — Mon-Fri: 8:30 am - 12:00 pm and 1:30 pm - 5:30 pm

Email: visites@champagne-billecart.fr

The abuse of alcohol is dangerous for your health. Please drink responsibly.

## ARTICLE 2. ACCEPTANCE OF TERMS AND CONDITIONS

The Terms and Conditions for Visits are binding for Customers, who acknowledge having read and accepted them prior to making any reservations.

Making a reservation implies complete and unconditional acceptance of these terms and conditions.

These terms and conditions are the sole contract document binding the parties; all other documents, leaflets, catalogues or photos are excluded, regardless of their medium, and shall be considered illustrative only.

The voiding of one of these provisions shall not void the general Terms and Conditions for Visits.

These Terms and Conditions are made available to Customers on the Website and are updated on a regular basis. Applicable Terms and Conditions are those that apply on the date a Customer makes a reservation.

## **ARTICLE 3. MAKING A RESERVATION**

Customers can make a reservation using the website or by calling the Champagne Billecart-Salmon reservation department.

The Customer will receive an email with proposed times for the selected visit date, a selection of tastings, and these Terms and Conditions.

The Customer must then confirm their reservation by email, mentioning the number of major and minor persons in the party for the visit, and noting the Customer's tasting selection.

Once the reservation is received, Payplug (partnered with Champagne Billecart-Salmon) will send the Customer an email confirmation of their reservation along with a clickable payment link.

Once payment has been received, Champagne Billecart-Salmon sends a payment confirmation email to the Customer along with a summary of the reservation.

The contract is made on the day Champagne Billecart-Salmon sends the confirmation email, on condition of receipt of the Customer's payment.

#### **ARTICLE 4. CANCELLATION**

Should a Customer wish to cancel a reservation, they must inform Champagne Billecart-Salmon as soon as possible.

The following is expressly agreed:

- A reservation that is cancelled one month or more before the agreed-upon reservation date shall be entitled to a full refund.
- A reservation that is cancelled between one month and fifteen (15) calendar days before the agreed-upon reservation date shall be entitled to a 50% refund.
- A reservation that is cancelled less than fifteen (15) calendar days before the agreed-upon reservation date shall not be entitled to a refund.

Should a visit be cancelled due to the actions of Champagne Billecart-Salmon, the company shall offer the Customer an alternate reservation date.

Should the Customer decline the alternate date, the reservation will be fully cancelled and the Customer shall receive a refund.

The specifics of the tastings offered by Champagne Billecart-Salmon will be sent to Customers by email.

## **ARTICLE 5. PRICES**

Service prices are described in the proposal sent by Champagne Billecart-Salmon following a reservation request.

All prices are final.

Service prices are inclusive of taxes.

Champagne Billecart-Salmon reserves the right to unilaterally modify its service prices at any time; however, should there be any increase in prices subsequent to a reservation, the price applicable on the day of the reservation is applicable to the Customer.

# **ARTICLE 6. PAYMENT**

Once the reservation request with the party size and tasting selection has been received, customers will receive an email with a payment link.

Payment may be made by credit or debit card (secure and encrypted online payment), via our Payplug partner, or by bank transfer following Champagne Billecart-Salmon's approval and transmission of bank details.

Customers must input the number of the payment card, the card's expiry month and year, and the Card Verification Value shown on the back of the card before confirming payment.

Online payments are secured using authentication and a payment approval request sent to the relevant bank.

Payments made online cannot be cancelled. Once payment has been made, the Customer's reservation is considered to have been confirmed, without prejudice to the Customer's right to cancel their reservation per the provisions of article 3 of these Terms and Conditions.

## **ARTICLE 7. LIABILITY**

Champagne Billecart-Salmon accepts no liability in the event of the lack of performance or faulty performance of its duty imputable to the Customer, to an overwhelming and unforeseeable act on the part of a third party, or to force majeure.

In no event shall Champagne Billecart-Salmon accept liability for damages incurred by the Customer as a result of non-compliance with the rules for visits as provided by Champagne Billecart-Salmon.

#### ARTICLE 8. PRE-CONTRACTUAL INFORMATION

Prior to making the agreement, the Customer acknowledges having received in clear and intelligible form both these Terms and Conditions and any other information mentioned in article L221-5 of the French Consumer Code.

# **ARTICLE 9. PERSONAL DATA**

In accordance with the provisions of the General Data Protection Regulation ("GDPR"), Champagne Billecart-Salmon hereby informs the Customer that in the course of establishing and following up on their joint contractual undertaking, Champagne Billecart-Salmon will collect and process the Customer's personal data.

The Customer's personal data is required for a number of purposes, including: (a) making the reservation for the visit and allowing the Customer to make their payment; (b) Champagne Billecart-Salmon's compliance with and implementation of administrative, accounting and tax-related formalities; (c) compliance with all applicable laws and regulations; and (d) sending the Customer information emails. Champagne Billecart-Salmon will not transfer the data outside the European Union.

The Customer's personal data is reserved for the use of Champagne Billecart-Salmon's internal departments and may be shared with third parties for the purposes described above, including Champagne Billecart-Salmon's partners, tax and/or social administrations, Champagne Billecart-Salmon's accounting and/or legal service providers, and more generally with any of Champagne Billecart-Salmon's partners and interlocutors, such as Payplug, who may need to know the data in question for the purposes mentioned above.

Champagne Billecart-Salmon has taken appropriate technical and organisational measures to ensure the security, integrity and confidentiality of personal data, and in order to protect such data from loss or any kind of unauthorised use.

Personal data shall be held in Champagne Billecart-Salmon's systems for the strictly limited period required to fulfil the purposes for which they are processed and/or to comply with applicable laws and regulations. The personal data are then deleted, rendered anonymous, or archived, as appropriate.

More specifically, Champagne Billecart-Salmon employs all necessary measures to ensure the security and confidentiality of the banking information entered by the Customer during the online payment process. To this end, Champagne Billecart-Salmon has engaged the services of the Payplug provider, who uses a remote payment system with SSL data encryption. The Customer's banking information is deleted once the transaction has been completed and is archived for a maximum of 12 months in order to serve as proof in the event of a dispute regarding the payment.

In accordance with the General Data Protection Regulation (EU Regulation 2016/679), the Customer has a right to access, a right to rectification, and a right to erasure of their personal data, a right to contest and withdraw their consent if the processing of their personal data is based on consent, as well as the right to be forgotten, a right of transfer and/or a right to limit the processing of their personal data, within the limits and conditions set out in the General Data Protection Regulation (EU Regulation 2016/679).

Customers wishing to exercise these rights may send an email request to: visites@champagne-billecart.fr. Customers have the right to submit a claim to CNIL regarding Champagne Billecart-Salmon's processing of their personal data.

#### **ARTICLE 10. CLAIMS**

Customers are invited to present claims in writing within fifteen (15) days of the date of service, to the following address: 40 rue Carnot 51160 Mareuil-Sur-Aÿ, or by email to: <a href="mailto:visites@champagne-billecart.fr">visites@champagne-billecart.fr</a>.

Claims must include the following information: First and Last names, date and time of the visit, reason for claim.

# **ARTICLE 11. PROOF**

The Parties agree that the emails they exchange provide valid proof of the tenor of these exchanges and, if applicable, of their commitments, specifically with reference to reservation requests and confirmations.

# **ARTICLE 12. SETTLEMENT OF DISPUTES**

The contractual relationship between Champagne Billecart-Salmon and the Customer is governed solely by French law.

In the event of a dispute, Champagne Billecart-Salmon and the Customer agree to give precedence to an amicable resolution.

With respect to relationships with professional Customers, any dispute falls under the exclusive jurisdiction of the Reims Commercial Court.

To print, click here: <u>Terms and conditions for visits</u>