

TERMS AND CONDITIONS OF SALE AND ACCESS TO SERVICES

The present general terms and conditions of sale apply between the Régie Municipale des Grands Bains du Monétier, SIRET number 210 500 799 00155, hereinafter referred to as “the Establishment”, and any individual accessing one of the establishment's services, hereinafter referred to as “the Buyer”, whether the purchase is made on site or remotely.

PURPOSE

The purpose of these terms and conditions is to define the terms and conditions of sale between the Establishment and the Buyer, from purchase to payment and consumption of the service. They regulate all the steps necessary for the purchase on site, the placing of the web order and ensure the follow-up between the contracting parties for all the services of the baths, the treatment institute and the boutique (cf. exhaustive list of services and prices available at the Grands Bains du Monétier reception desk).

On-site or remote purchase, followed by access to the establishment, implies the Buyer's knowledge and acceptance of the entirety of these general terms and conditions of sale and use, without prejudice to the usual means of recourse.

The Buyer declares to be at least 18 years of age and to have the legal capacity or to be the holder of a parental authorization allowing him/her to place an order on the site or to make a purchase on site.

The Régie Municipale des Grands Bains du Monétier may not be opposed to any provision contrary to the special conditions of sale unless it has been expressly accepted by the latter beforehand.

ARTICLE 1: CONFORMITY AND AVAILABILITY OF GOODS AND SERVICES

The goods and services offered for sale by Les Grands Bains du Monétier are those available on the day of the order or the Buyer's visit, as presented on the establishment's official information media (website, brochures, on-site display, online ticketing, information provided by reception staff).

These goods and services include

- **access to spa facilities**
- **wellness and balneotherapy treatments**
- **services at the Spa La Rotonde (once it opens)**
- **boutique products**
- **events and privatization services**

Services are offered for sale subject to capacity, available time slots and stock levels for material goods. Les Grands Bains du Monétier make every effort to describe and present their offers as accurately as possible. However, visuals, photographs, illustrations and descriptions are for information purposes only and are not contractually binding.

The Establishment reserves the right, at any time and without notice, to modify all or part of its offer (nature of services, schedules, rates, access conditions) or to temporarily suspend a service for reasons of maintenance,

safety, weather conditions, saturation, force majeure or any other operational necessity. Insofar as possible, the Buyer may be offered an alternative solution or a postponement, without such modification automatically giving rise to a right to compensation.

It is the Buyer's responsibility to check, before any purchase or reservation, that the services correspond to his/her expectations, availability and personal situation, particularly in the case of medical contraindications or access restrictions (minimum age, health conditions, compulsory accompaniment, etc.).

ARTICLE 2: PRICES

The prices of goods and services offered for sale by Les Grands Bains du Monétier are indicated in euros, all taxes included, including the value-added tax (VAT) applicable on the day of the order. They do not include any additional charges (e.g. postage and packing for online sales).

The prices in force are those displayed on the official website or on site, at the time of the order or purchase by the Purchaser. **Establishment reserves the right to modify its prices at any time**, but undertakes to apply the price in force at the time the order is registered.

In the event of a change in the legal rate of VAT, **the new rates will automatically be reflected in the prices**, without any obligation to inform the Purchaser in advance.

It is the Buyer's responsibility to familiarize himself/herself with the current rates, to compare the available offers and to select those that seem most suitable. The Site's staff cannot be held responsible for the Purchaser's choice.

ENTRANCE TO THE GRANDS BAINS

Entry to the Grands Bains involves the issue of a hands-free ticket (wristband or card) on which a fixed-term right of access is recorded. During its period of validity, this right of access entitles the holder to use the facilities corresponding to the category of ticket or person selected (duration, period of the day, type of public), in accordance with the conditions laid down by the Establishment.

Special rates may apply for special events or for access to specific areas or services.

Reductions or free passes are only granted on immediate presentation of valid supporting documents at the time of purchase (e.g. ID card, family record book, proof of address, etc.). In the absence of proof, no preferential rate will be applied, and no claim or refund will be accepted after the fact.

RATES FOR CMI CARD HOLDERS

For holders of a Mobility Inclusion Card (CMI) :

- **A 20% discount** is applied to the public price of admission to the Grands Bains.
- If the wording “needs a companion” appears on the card, **a 50% discount** is granted to the companion, provided he or she buys the same type of admission as the CMI cardholder.

These discounts are strictly reserved for the Establishment's physical points of sale.

GROUP RATE

The group rate applies to a minimum of 15 paying guests, subject to advance booking and to the conditions detailed in the article on reservations.

LOSS, THEFT OR DAMAGE TO ACCESS MEDIA

- In the event of loss, destruction or theft of a simple access medium (card or wristband without subscription), a replacement charge of €2.00 will be billed to the Purchaser.
- For media bearing a subscription or long-term pass, a new card may be issued for the remaining period, after verification of usage, subject to a processing fee of €5.00.

Lost cards must be returned to reception. All replaced cards will be automatically deactivated at the access terminals.

ARTICLE 3: PURCHASE AND PAYMENT

The products and services ordered remain the exclusive property of Les Grands Bains du Monétier until full payment of their price by the Buyer.

3.1 ONLINE ORDERING AND PAYMENT

The www.lesgrandsbainsdumonetier.fr website offers for sale a non-exhaustive selection of the Establishment's goods and services. On-line purchases are made exclusively via this site.

To place an order, the Purchaser must identify himself using his personal account, accessible by a strictly personal identifier and password. In accordance with article 1127-2 of the French Civil Code, the Buyer has the opportunity to check the details of his/her order and the total price, and to correct any errors before finally confirming it.

ONLINE PAYMENT METHODS:

Payment is made either by credit card or by means of a valid gift voucher, at the time of ordering, for the full amount due.

The following cards are accepted:

- Cards bearing the "CB" logo
- VISA, EUROCARD, MASTERCARD cards accepted in France
- Cards issued by international networks recognized by GIE Cartes Bancaires.

When payment is made by credit card, validation of the order by entering the credit card details (number, expiry date, cryptogram) constitutes an irrevocable mandate to pay the amount of the order.

When payment is made using a gift voucher, the Purchaser must enter the unique code associated with this voucher at the time of payment. If the amount of the gift voucher is less than the order total, the balance must be paid by credit card. If the amount is higher, no refund of the difference will be made, unless otherwise specified on the gift voucher.

The site uses a secure payment solution via the VADS platform with 3D Secure protocol. Payment details are never accessible to the Establishment and are processed directly by the payment service provider.

Any order validated online implies the Buyer's express and irrevocable acceptance of :

- prices and descriptions of services
- these general terms and conditions of sale.

An order confirmation e-mail is sent to the e-mail address provided by the Buyer at the time of purchase. It is advisable to keep this message, as well as the order number, which may be requested in the event of a complaint or request for modification.

3.2. ON-SITE PAYMENT

Payment for purchases made directly at the Establishment reception desk may be made by :

- Credit card (contactless payment possible; all cards accepted except American Express),
- Cash (within legal limits),
- ANCV vacation vouchers (change is not given).

3.3. ORDERING AND PAYING BY PHONE

The Purchaser may also place an order by telephone, in particular for certain services such as treatments or privatizations, by contacting 04 92 40 00 00. This channel can also be used to pay a deposit or make a secure remote payment.

For any questions relating to an order in progress, the Buyer may contact customer service via the "Contact" section of the website.

ARTICLE 4: MODIFICATION, CANCELLATION, REFUND

4.1. RIGHT OF WITHDRAWAL

In accordance with articles L221-18 et seq. of the French Consumer Code, the Buyer has a **right of withdrawal of 14 days** from the conclusion of the distance contract to cancel his order, with the exceptions provided for by law (in particular services dated or performed immediately at the request of the Buyer, in accordance with article L221-28).

4.2 ENTRANCES TO THE GRANDS BAINS

Any admission order purchased at the public rate may be modified or refunded, provided :

- it has not been used, even partially
- the request is made before the day on which the service is valid
- the Purchaser makes himself/herself known no later than 10am on the day of reservation

Requests must follow the procedures described in article 4.5.

No modification or refund will be granted:

- in the event of entry being used, even partially, for any reason whatsoever (illness, accident, personal convenience)
- in the event of late arrival or early departure
- in the event of non-consumption of services ordered
- **if admission is cancelled at reception for non-conformity of bathing attire**

4.3 AESTHETIC AREA AND PACKAGED SERVICES

Any reserved service (treatment, activity, formula or package) may be cancelled up to **48 hours before the scheduled time**. After this time, the establishment reserves the right to invoice the full amount of the service. In the event of late cancellation, the duration of the treatment may be shortened, without any reduction in price.

Any appointment not kept (without prior cancellation) will be billed.

No deduction will be made for treatments not used as part of a package.

No change or refund will be accepted if the cancellation is based on the practitioner's gender. The Buyer is invited to consult article 8 of the present conditions for further details.

Undated services are valid for 1 year from the date of purchase. After this period, they are lost and cannot be exchanged or reimbursed.

4.4. REFUNDS

In the event that the right of withdrawal is correctly exercised or the request for a refund is accepted, the Establishment undertakes to refund all sums paid within 30 days of validation of the request. Refunds will be made by the same means of payment used to place the order, unless expressly agreed otherwise by the Purchaser.

4.5. TERMS AND CONDITIONS

Any request for modification, cancellation or refund must be sent by the Buyer :

- by e-mail to the following address: experienceclient.grandsbains@monetier.com
- or by registered mail with acknowledgement of receipt to the following address :
Régie des Grands Bains du Monétier
Route des Bains
05220 Le Monétier-les-Bains

The request must be clear and unambiguous, explicitly mentioning the wish to retract or cancel, and include all elements necessary for processing: surname, first name, e-mail address used for the order, date of purchase, proof of payment.

ARTICLE 5: SPECIAL CONDITIONS RELATING TO GIFT VOUCHERS

Gift vouchers are non-nominative purchase vouchers issued by the Establishment and sent to the Purchaser or beneficiary.

They can take two forms:

- **A value voucher:** of an amount freely chosen by the Purchaser at the time of ordering. The rates applicable at the time of use are those in force on the date the voucher is used.
- **A voucher for a defined service:** explicitly indicated on the gift voucher (e.g.: treatment, access, formula).

CONDITIONS OF USE :

- Valid for one year from date of purchase.
- No postponement, extension or conversion into a credit note will be granted after expiry.
- Vouchers are transferable, but non-refundable, even partially.
- In the event of loss, theft, destruction or non-use, no refund or compensation may be claimed.
- Only the cancellation of the service by the Establishment, except in cases of force majeure or fortuitous event, with no possibility of rescheduling, may give rise to an exceptional postponement of validity.

RESERVATION:

The gift voucher does not constitute a reservation and does not guarantee availability. The beneficiary must reserve the service(s) under the usual conditions (via the website, by telephone, e-mail or on site).

No deduction will be made for :

- services not used
- treatments booked but not honored

ARTICLE 6: COMPLIANCE WITH FACILITY RULES

The Purchaser, as well as any person accessing the Establishment, is subject to strict compliance with the internal regulations, available :

- at the entrance to the Establishment and the Pools,
- or on request at the time of booking.

IN CASE OF NON-COMPLIANCE:

Any violation of the house rules may result in immediate expulsion, with no possibility of reimbursement or compensation.

BEHAVIORS AND CONDITIONS OF ACCESS:

The establishment refuses access to :

- anyone under the influence of alcohol or drugs
- to any person whose condition, dress or behavior is detrimental to the safety, hygiene or comfort of users, or to the image of the Establishment

Certain persons, in particular those requiring special assistance, may be subject to special access conditions, in order to ensure their safety, that of other customers and that of staff.

HEALTH:

The establishment draws the attention of its customers to the fact that certain services may present health risks. It is formally not recommended for people :

- in poor health
- or suffering from cardiac, respiratory or dermatological pathologies, to use services likely to aggravate their ailments

ANIMALS:

Pets are not allowed in the Grand Bains or Aesthetic Areas, without exception.

ARTICLE 7: SPECIFIC CONDITIONS OF ACCESS TO ESPACE GRANDS BAINS

7.1 PUBLIC WELCOMING

In addition to compliance with the internal regulations, the following terms and conditions apply:

- Access to the Establishment and its services is granted on a personal basis and for a limited time only.
- Access time begins as soon as you pass through the entrance turnstile, and includes time spent in the changing rooms and showers.
- All exits are final: a new entry fee will be required for any re-entry, even temporary.
- If the time is exceeded, a supplement will be charged in accordance with current rates.
- Customers must retain proof of payment until they leave the establishment. Staff are authorized to carry out checks at any time in paying areas. In the absence of valid proof of payment, the customer may be excluded and asked to pay for the services consumed.

BATHWEAR AND LINEN:

Authorized bathing attire is defined in the house rules. Non-compliant clothing will result in refusal of access or expulsion without compensation.

Bath linen is available for hire. These remain the property of the establishment. Any linen not returned or damaged may be billed.

PREGNANT PERSONS:

Access is not forbidden, but medical precautions are strongly recommended, particularly during the 1st and 3^e trimesters. **It is the responsibility of each customer to check with her healthcare professional beforehand.**

7.2 INABILITY OF FACILITIES

The Establishment reserves the right to temporarily close all or part of the facilities for safety or hygiene reasons, without prior notice.

It is the customer's responsibility to inquire about the condition of the facilities prior to purchase. If in doubt, they are advised to ask at reception or via official channels.

Compensation can only be considered in the event of a complete shutdown of a substantial part of the installations.

In this case, the customer concerned will be entitled to one of the following forms of compensation, on presentation of proof of purchase:

- An immediate extension of the validity period of their entry, equivalent to the time of interruption.
- A one-year credit note for the number of hours concerned, in accordance with the terms of the "Claims" article

- A deferred refund, by May 31st of the current season at the latest, calculated on a prorata temporis basis.

No other compensation may be demanded.

SPECIAL CASES:

Closure due to storm: no refund or compensation will be given.

Pool temperatures: the temperatures displayed are indicative and may vary. The Purchaser must check actual temperatures before entering the bathing area. In the event of a significant difference before entry, a credit note or refund may be considered in accordance with article 4.

Once entry has been confirmed, no commercial gesture will be made in the event of dissatisfaction with the actual temperature of the pools.

7.3 GROUP WELCOMING

A group is defined as a group of at least 15 people aged 14 or over, attending at the same time, with a single payment.

RESERVATION AND CONDITIONS:

Reservation requests must be sent in advance to the sales department by e-mail to:
commercial.grandsbains@monetier.com

- A quotation will be sent, and must be validated by a single contact person, designated as the group manager.
- The final number of participants must be confirmed at least 72 hours before the event.
- In the event of a discrepancy between the estimate and the actual number of participants on the day, the estimate will be invoiced in full.
- Payment terms and any deposit required are specified in the quote.

ACCESS SPECIFICATIONS:

The quotation does not constitute an admission reservation: dates and times must be agreed with the sales department, subject to availability.

Unreserved groups are not given priority (except for IME and disabled groups) and may be refused entry in the event of overcrowding. No preferential rates will be applied in the absence of a quote.

ADDITIONAL RESTRICTIONS:

Groups of minors are not admitted after 4pm during school vacations.

Depending on the number of visitors, the establishment reserves the right to refuse groups of more than 40 people during these periods.

GUIDANCE FOR MINORS:

On arrival, the group must hand in the group form provided by reception to the pool supervisors.

Minors under the age of 16 must be supervised by a sufficient number of accompanying adults in accordance with current legislation.

Each accompanying adult must stay with his or her sub-group and ensure compliance with the rules and regulations throughout the visit.

ARTICLE 8. THE BEAUTY AREA

Treatments provided in the “beauty” area require prior booking and are scheduled at specific times. Reservations only become effective once a deposit has been paid and remain subject to availability.

The gender of the practitioner is not disclosed at the time of booking, as it does not affect the quality of the service. If the Buyer anticipates discomfort due to the practitioner's gender (male or female), it is their responsibility to inform the establishment when making the appointment. **No changes or refunds will be granted on the day of the treatment if cancellation is based on the practitioner's gender.**

All services, including massages, are provided solely for relaxation and well-being. They are in no way therapeutic, medical, or sexual in nature.

The recipient of the treatment must comply with the following guidelines. Failure to do so may compromise the quality of the service:

- Arrive at the reception desk at least 20 minutes before the scheduled appointment time.
- In case of late arrival, the duration of the treatment may be shortened to avoid disrupting the practitioners' schedule.
- During peak times at the main reception, clients with a treatment reservation are invited to go directly to the dedicated reception desk.
- Maintain silence throughout the beauty area (rest zones and treatment rooms).
- Wear the appropriate attire provided by staff during the treatment.
- Shower just before the treatment for hygiene reasons.
- Return all borrowed linen when leaving the premises.
- Inform the establishment of any medical contraindication or change in health status (fever, serious illness, pregnancy, etc.), especially if it occurs between the time of booking and the treatment date.
- The use of mobile phones is prohibited in this area.

CHILDREN AND TEENAGERS

Children are not allowed to accompany their parents into treatment rooms or waiting areas during treatments. The staff at Les Grands Bains du Monétier does not provide childcare services.

The minimum age to access treatments is 10 years old.

For children under 15, the age must be specified at the time of booking.

From 10 to 18 years old, a legally responsible adult must be present in the treatment room during the session.

The establishment reserves the right to deny access to anyone who cannot provide proof of age.

PREGNANT WOMEN

Pregnant women are welcome; however, many treatments are not recommended during pregnancy. It is essential to inform the establishment of a pregnancy when booking in order to receive a suitable treatment. Massages are only allowed between the 4th and 8th month of pregnancy (excluding the first three and the last month).

VALUABLE ITEMS

Les Grands Bains du Monétier declines all responsibility in case of loss or theft of personal belongings. We recommend using the secure lockers provided to store valuables.

CANCELLATION BY LES GRANDS BAINS

If a treatment is cancelled by the establishment, the client will be notified and offered to reschedule for another date, subject to availability. If the client refuses, they may request a refund, according to the terms described in Article 4.

However, if the cancellation results from a force majeure event or an unforeseeable and unavoidable circumstance, no compensation will be granted.

ARTICLE 9. BOUTIQUE

The Les Grands Bains shop offers a selection of swimwear items, cosmetics, regional specialties, and souvenirs.

If a non-compliant product is sold, the Establishment commits to offering the Buyer:

- Either a refund of the product's price
- Or an exchange with an identical product, depending on stock availability
- Or an exchange with a product of equivalent quality and price, depending on stock availability

A fitting room is available in the shop. It is the Buyer's responsibility to ensure that the chosen swimsuit fits before purchase. For hygiene reasons, swimsuits are neither returnable nor exchangeable after purchase.

These provisions are in addition to those stated in Article 4 of these General Terms and Conditions.

ARTICLE 10. LA TERRASSE RESTAURANT

La Terrasse restaurant is an independent entity from Les Grands Bains du Monétier.

The applicable general terms and conditions of sale are defined by its own management.

Any complaints regarding this restaurant must be addressed directly to its manager.

ARTICLE 11. PERSONAL DATA

The information collected by the Establishment is necessary for the delivery of products and services. It is used for customer management, access control, and statistical purposes. This data is exclusively intended for the Establishment.

In accordance with the French Data Protection Act, any concerned person (or their legal representative) has the right to access, rectify, or object to the use of their personal data, especially regarding the digital storage of their photograph.

Requests may be sent:

- By email to: lesgrandsbains@monetier.com
- By postal mail to:

Régie des Grands Bains du Monétier

Route des Bains

05220 Le Monétier-les-Bains

Data controller: Régie des Grands Bains du Monétier

Purposes of processing: customer and prospect database management, ticketing, and access control.

In accordance with Article 90 of Decree No. 2007-451 of March 25, 2007, any person may request to receive this information in writing by sending a simple request to the Establishment.

ARTICLE 12. INTELLECTUAL PROPERTY

All elements present on the website lesgrandsbainsdumonetier.fr and within the premises of Les Grands Bains du Monétier are protected by copyright, trademark, or patent law. They are the exclusive property of the Establishment.

Any reproduction, representation, modification, publication, transmission, or distortion, in whole or in part, of these elements, regardless of the method or medium used, is strictly prohibited without the prior written authorization of the Establishment.

ARTICLE 13. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS – WARRANTIES – LIABILITY

The Establishment reserves the right to amend these General Terms and Conditions (GTC) at any time. In case of modification, the applicable GTC will be those in force on the date of the Buyer's order.

The Establishment shall not be held liable for any failure or delay in fulfilling a contractual obligation due to a force majeure event, as defined by Article 1148 of the French Civil Code and French case law.

ARTICLE 14. COMPLAINTS

Any complaint must be submitted within two months following the event giving rise to the complaint, without prejudice to the statutory time limits for taking legal action.

Complaints must be accompanied by proof of purchase (ticket, invoice, or receipt) and must clearly state the requester's contact details and the date of the request.

Complaints may be submitted:

- By mail to:

Commercial Department – Régie des Grands Bains du Monétier
Route des Bains
05220 Le Monétier-les-Bains

- By email to: experienceclient.grandsbains@monetier.com

Complaints will be processed within one month of receipt.

ARTICLE 15. GOVERNING LAW – JURISDICTION – MEDIATION

These terms and conditions are governed by French law.

Any dispute relating to the interpretation or execution of the sale of products and services shall fall under the exclusive jurisdiction of the French courts.

If a disagreement persists after contacting the complaints department, and no amicable solution is reached, the consumer may contact the competent consumer mediator free of charge:

Association des Médiateurs Européens (AME CONSO)

- Online: www.mediationconso-ame.com

- By mail:

AME CONSO
197 Boulevard Saint-Germain
75007 Paris, France

The mediation request must be submitted within one year of the written complaint addressed to the Establishment.

Director of the Establishment: Mr. Benoît CAPODIECI

Last updated: 16/06/2025