

GENERAL TERMS AND CONDITIONS OF SALE

COMMANDERIE DE PEYRASSOL

Article 1 - Legal Information

The company COMMANDERIE DE PEYRASSOL, a limited liability company with a capital of €1,000, registered with the Draguignan Trade and Companies Register under number 794 331 587, with its registered office located at Commanderie de Peyrassol – 83340 Flassans-sur-Issole, and with VAT identification number FR41794331587, operates a website accessible via <https://www.peyrassol.com/>. The Commanderie de Peyrassol runs a wine estate that includes restaurants, guest rooms, and an art center. The Commanderie de Peyrassol offers its Clients visits, dining, short stays, private bookings, events, and various activities within the estate.

Article 2 - Definitions

In these General Terms and Conditions of Sale, the following words and expressions shall have the following meanings:

“Commanderie de Peyrassol” refers to the company Commanderie de Peyrassol – 1204 Chemin de la Commanderie de Peyrassol, RN7 – 83340 Flassans-sur-Issole as described in Article 1 of these General Terms and Conditions.

“Client” refers to any individual of legal age contracting with the Commanderie de Peyrassol, acting on their own behalf or represented by an agent..

“Parties” refers jointly to Commanderie de Peyrassol and the Client.

“General Terms” refers to these general terms and conditions of sale.

“Website” refers to the website accessible at <https://www.peyrassol.com/>

“Offers” refers to all services offered for sale by Commanderie de Peyrassol (stays, activities, events, etc.), which are individually referred to as follows:

- “Accommodation” refers to the full or partial rental of properties on the estate for at least one night.
- “Activities” refers to the activities offered by Commanderie de Peyrassol, including dining, guided tours, unguided visits, carriage rides, wine tastings, and any other activity listed on the Website.
- “Events” refers to events organized by Commanderie de Peyrassol.

“Contract” refers to the complete set consisting of the quotation, order form, or invoice, as well as the General Terms signed by the Parties.

“Reservation” refers to the act by the Client of booking one of the Offers via the website or on-site.

“Estate” refers to the location where Activities, services, Accommodation, and Events take place.

I. COMMON CONDITIONS APPLICABLE TO ALL OFFERS

Article 3 - Purpose

These General Terms and Conditions define the rights and obligations of the Parties regarding the Offers proposed by Commanderie de Peyrassol, either on-site or via the Website.

Article 4 - Scope of Application

These General Terms and Conditions apply, without restriction or reservation, to all Offers proposed by Commanderie de Peyrassol.

It is the Client's responsibility to read carefully all the General Terms applicable to the Offers.

The General Terms may be modified at any time without notice. These Terms are effective from **January 1, 2025**.

Article 5 - Personal Data Processing

The information provided by the Client is stored in a computerized file managed by Commanderie de Peyrassol in its capacity as data controller. Certain information must be provided when making a Reservation; otherwise, the request cannot be processed.



The processing of personal data is necessary for Commanderie de Peyrassol to offer and execute the Contract. Collected personal data is used to give the Client access to reservation details, fulfill requests, suggest similar services, generate statistics, and provide newsletter subscriptions.

The Client is informed that in order to provide services effectively, their data may be shared with subsidiaries and partners of Commanderie de Peyrassol, including those located outside the European Union, in compliance with applicable data protection laws.

Commanderie de Peyrassol undertakes not to sell or transfer personal data to non-partner third parties. Data will be retained for the duration of the contractual relationship and as long as legally required. In accordance with French Law No. 78-17 of January 6, 1978 on Data Protection (amended), the Client has the right to access, object to (particularly marketing), rectify, limit, delete, and port their personal data. The Client also has the right to define instructions regarding their data after death. These rights can be exercised via email at: contact@peyrassol.com

In accordance with Article L223-2 of the French Consumer Code, the Client can register on the national do-not-call list: <https://www.bloctel.gouv.fr/>

Article 6 - Reservation

The Client makes their Reservation via the Commanderie de Peyrassol Website or directly on-site. They select the desired Offers and acknowledge having read the nature and terms of reservation for the Offers, either on the Site or on-site, and confirm having requested and obtained all necessary and/or additional information to make an informed decision.

The Client agrees to honor their Reservation and is solely responsible for their choice of Offers and their suitability for their needs. As such, Commanderie de Peyrassol cannot be held liable in this regard. The Reservation is considered accepted by the Client once payment has been made via the Website or on-site (including deposit).

The Client agrees to provide all required information for their Reservation request, whether online or in person, ensuring the accuracy and truthfulness of the data supplied. Otherwise, the Reservation cannot be accepted.

Once the Offers are definitively selected by the Client, the reservation process requires reading and accepting these General Terms, without which the Reservation cannot be confirmed.

Article 7 - Prices

The prices of the Offers are expressed in euros (€).

Prices indicated on the Website and on-site are identical.

Prices are set by Commanderie de Peyrassol.

Commanderie de Peyrassol reserves the right to modify its prices at any time, without prior notice, while ensuring that the Client is charged the rate in effect on the Website on the day of booking.

Article 8 - PAYMENT

8.1. By Bank Card

Online payment by bank card is secured and encrypted using the PCI DSS v3.2 standard. The Client will be asked to provide the cardholder's name, card number, CVC code, and expiration date.

The following bank cards are accepted: Carte Bleue, Visa, MasterCard.

8.2. By Cheque

Payment by cheque is only possible for on-site Reservations. The cheque must be made payable to: *Commanderie de Peyrassol*.

A copy of the cheque issuer's national ID card may be requested and retained by Commanderie de Peyrassol.

8.3. By Bank Transfer

Payment by bank transfer must be made using the bank details (RIB) provided in advance by Commanderie de Peyrassol. The Client agrees to provide proof of transfer by any means upon issuance. The Reservation is only confirmed once Commanderie de Peyrassol has received the funds, without any liability for potential delays or difficulties.

8.5. Payment issues

Any irregular, unsuccessful, incomplete, or fraudulent payment due to the Client will result in the cancellation of the Reservation at the Client's expense, without prejudice to any civil or criminal action.

Any delay in payment will result in a penalty equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus 10%. Late penalties are due without need for reminder.

II. SPECIFIC CONDITIONS RELATING TO ACCOMMODATION

As part of the Accommodation activity, specific conditions may apply.

Article 9 - Deposit

At the time of booking, the Client must pay a deposit of fifty percent (50%) of the total amount due. The Reservation becomes firm and final upon receipt of this initial payment.

The remaining fifty percent (50%) must be paid no later than fifteen (15) days before the start date of the stay, which the Client acknowledges and accepts.

Any additional services requested after full payment of the stay will be subject to a supplementary invoice, payable upon the Client's arrival on the Estate.

Payment must be made in accordance with the methods described in Article 8 of these General Terms.

Article 10 - Client Arrival

Rooms are available from 4:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure. Any delay in check-out will result in an additional night's charge.

In the case of multiple accommodations booked by one Client, a rooming list must be provided at least fifteen (15) days prior to arrival.

The family rooms *Figuier* and *Chêne* are offered without breakfast. If breakfast is requested for these rooms, it will be charged separately based on the number of occupants.

Pets are not allowed.

All rooms on the Estate are strictly non-smoking.

Article 11 - Cancellation terms

11.1. By the Client

a. *By the Client (individual)*

- If canceled at least fifteen (15) days prior to the start date of the stay, the fifty percent (50%) deposit will be refunded.
- If canceled less than fifteen (15) days prior to the start date, Commanderie de Peyrassol will retain all amounts paid.

If applicable, refunds will be made by bank transfer within one (1) month following approval of the refund and receipt of the Client's bank details.

b. *By the Client (legal entity)*

- Cancellation up to sixty (60) days before the start date: full refund of the deposit.
- Cancellation between sixty (60) and thirty (30) days: 20% of the deposit is retained.
- Cancellation between thirty (30) and fifteen (15) days: 50% of the deposit is retained.
- Cancellation less than fifteen (15) days: the entire deposit is retained.

Refunds, if applicable, will be issued by bank transfer within one (1) month after acceptance by Commanderie de Peyrassol and receipt of the Client's bank details.

11.2. By Commanderie de Peyrassol

In the event of cancellation by Commanderie de Peyrassol, the Client will be notified at least fourteen (14) days before the start date of the stay, and all amounts paid in advance will be refunded, except in cases of force majeure. No further compensation will be due.

III. SPECIFIC CONDITIONS RELATING TO ACTIVITIES

As part of the Activities, specific conditions may apply.

Article 12 - Restaurants

Reservations can be made via the Website, on-site, by phone, or by email if the email address is provided.

For any reservation of more than 6 people made via the Website, the Client must contact Commanderie de Peyrassol directly by phone or email to reserve a table in one of the Estate's restaurants.

For group bookings of more than 10 people, a single fixed menu will be proposed for all guests. In this case, to confirm the reservation, a deposit of fifty percent (50%) of the total amount will be required.

For the restaurant *Chez Jeannette*, a credit card is required when booking. A fee of €50 per reserved seat will be charged if the Client does not show up or cancels less than 48 hours before the scheduled time.

The Client agrees to provide, at the time of booking, any information regarding guests' food allergies or dietary restrictions, to ensure safety and satisfaction.

No menu changes will be allowed once the Reservation has been confirmed.

Article 13 - Visits

Reservations for tours must be made via the Website, on-site, by phone, or by email if the email address is provided, and are subject to availability.

The full amount must be paid at the time of booking.

For cancellations up to 48 hours before the scheduled date, Commanderie de Peyrassol will provide a full refund. For cancellations less than 48 hours in advance, no refund will be given.

IV. SPECIFIC CONDITIONS RELATING TO EVENTS

As part of event planning, specific conditions may apply. These conditions are defined based on the nature of the event, its duration, the location, and any specific requirements.

Article 14 - Number of Participants

The Client agrees to communicate the number of participants to Commanderie de Peyrassol no later than ten (10) days before the Event. This communication will serve as confirmation of the minimum number of participants.

Article 15 - Deposit

Once the quote is approved, the Client must pay a deposit of fifty percent (50%) of the total amount due to Commanderie de Peyrassol. Upon receipt of this deposit, the reservation becomes firm and final.

The remaining fifty percent (50%) must be paid upon receipt of the final invoice and before the start of the Event. Any additional services requested after final payment will be invoiced separately and must be paid no later than seven (7) days before the Event.

In the event of cancellation, the 50% deposit will be retained by Commanderie de Peyrassol, with the option of rescheduling the Event subject to availability.

Article 16 - Security Deposit

Before the Event, the Client must pay a security deposit of €150. This deposit is non-adjustable, non-interest-bearing, and will be refunded within eight (8) days after the Event, subject to deductions for repair costs or missing equipment following the check-out inspection.

Article 17 - Noise Disturbance

When renting reception spaces, the Client agrees that sound levels will be contained within the reception room.

After midnight, sound levels must remain at a reasonable level, which the Client accepts. In accordance with Article R571-26 of the Environmental Code, sound pressure must not exceed 105 dB(A) on average or 120 dB peak, under measurement conditions set by regulation.

Commanderie de Peyrassol, or its authorized representatives, reserves the right to intervene to reduce sound levels in the event of excess, which the Client accepts.

Article 18 - Maintenance and Cleaning

All furniture provided (e.g., tables, high tables, parasols) must be returned in its original condition at the end of the Event.

In case of damage or destruction, Commanderie de Peyrassol will invoice the Client for repairs or replacement, which the Client agrees to pay.

All decorative items, both indoor and outdoor, must be removed by the Client or their appointed agents immediately after the Event.

If necessary, Commanderie de Peyrassol reserves the right to engage a bailiff to document damages or items left behind, and any related fees will be invoiced to the Client.

Article 19 - Use of Reception Areas

Reception areas and hours are specified in the quote, order form, or invoice.

No external persons may remain on the property more than fifteen (15) minutes after the Event ends. Any overtime will be billed at €100 including VAT per hour begun.

Only spaces listed in the order documents may be used, which the Client acknowledges and accepts.

Article 20 - Service Providers and Deliveries

The Client agrees to provide a complete list of all service providers involved and their direct contacts at least thirty (30) days prior to the Event.

Except for catering, the choice of service providers is left to the Client. However, if a provider has never worked with Commanderie de Peyrassol (or not within the last two years), the Client must arrange a site visit in the presence of a Commanderie de Peyrassol representative.

All sound and electrical equipment must be connected only to designated circuits.

The Client or their provider is solely responsible for obtaining any necessary authorizations and paying SACEM fees for music rights. The Client shall hold Commanderie de Peyrassol harmless from any related claims.

All deliveries must be approved in advance. Deliveries made before the agreed date will be refused.

Commanderie de Peyrassol declines all responsibility in case of disputes between the Client and their service providers.

Article 21 - Decorations and Special Setups

All plans regarding decoration, layout, or technical installation must be submitted in advance for approval. Any elements that could damage the property or harm its reputation are strictly prohibited.

At the end of the Event, the Client must remove all installations so that the premises are returned to their original state.

Tacks, adhesives, confetti, fabrics hung from chandeliers, or any decor likely to damage the venue or cause excessive cleaning are strictly forbidden.

Commanderie de Peyrassol reserves the right to invoice the Client for any additional cleaning or repairs due to failure to comply with these obligations.

Artworks on the Estate are part of a private collection and may be moved or removed at any time, without liability on the part of Commanderie de Peyrassol. Likewise, rental areas (covered terraces, restrooms, kitchen space, outdoor areas) may undergo works or alterations without liability.

V. GENERAL PROVISIONS

Article 22 - Obligations of the Parties

22.1 - Obligations of Commanderie de Peyrassol

Commanderie de Peyrassol agrees to make the reserved Offers available to the Client in accordance with the description provided and to comply with these General Terms and Conditions.

22.2 - Obligations of the Client

The Client agrees to:

- Comply with these General Terms and Conditions,
- Pay for their Reservation according to the agreed terms,
- Refrain from accessing water features on the Estate (pools, lakes, rooftop basins),
- Not invite anyone whose behavior may harm the Estate or the artworks,
- Not touch or climb on any artworks,
- Not bring animals, even small ones, into buildings,
- Not hold picnics on the Estate,
- Park only in designated parking areas (Commanderie de Peyrassol assumes no responsibility for theft or damage),
- Not start fires, fireworks, or release lanterns,
- Dispose of waste properly using bins provided on the Estate,
- Avoid noise pollution between 11:00 p.m. and 8:30 a.m.,
- Ensure that minors respect safety and behavioral rules just as adults must,
- Accompany minors during activities or while using Estate facilities,
- Comply with occupancy limits: 2 people per room (children under 3 excluded),
- Ensure at least one adult is present in each room or family room,
- Refrain from setting up beds, sleeping bags, or any sleeping equipment in salons, technical areas, hallways, or outdoor spaces.
- The Client agrees to use the swimming pool responsibly. Commanderie de Peyrassol disclaims all liability for any injuries, material or bodily damage sustained by the Client or a third party during the stay. Children and non-swimmers must be supervised at all times by a capable, adult swimmer.

Article 23 - Brands

Given that wine production remains the Estate's core activity, the Client agrees to exclusively purchase and serve wines from the **Vignobles Austruy** group (excluding sparkling and fortified wines): Peyrassol, Malescasse (Haut-Médoc), Quinta Da Corte (Douro Valley, Portugal), and Tenuta Casenuove (Italy).

Article 24 - Sanctions

Commanderie de Peyrassol reserves the right to expel or ban any person who fails to comply with the obligations listed in Article 22.2, without any liability toward the Client.

Any damage (intentional or otherwise) captured on the security system may be used as evidence in case of dispute.

In the event of breach of obligations, Commanderie de Peyrassol may terminate the Accommodation service immediately and will not be held liable for any accidents or legal disputes.

Article 25 - Insurance

Commanderie de Peyrassol is covered by professional and civil liability insurance. It assumes no responsibility for personal injury, property damage, or theft unless gross negligence can be demonstrated.

The Client is solely responsible for damages caused by themselves or their guests.

Commanderie de Peyrassol is only responsible for services it provides directly. For services delivered by third-party providers, the Estate disclaims all liability.

Events beyond its control (force majeure, accidents, strikes, weather, traffic) exempt Commanderie de Peyrassol from its obligations.

The Client must be able to provide proof of valid liability insurance upon request.

Article 26 - Force majeure

Force majeure refers to any unforeseeable and uncontrollable event beyond the Parties' control that prevents the full or partial fulfillment of contractual obligations. This includes commonly recognized events (natural disasters, strikes, government restrictions, pandemics, etc.).

Neither Party will be held liable for failure to fulfill obligations caused by force majeure.

Both Parties agree to negotiate in good faith to find a suitable solution if such an event occurs.

Article 27 - Intellectual property

Clients are allowed to take photos on the premises but may not exploit or publish them commercially on any platform without prior written authorization from Commanderie de Peyrassol.

Article 28 - Governing law and dispute resolution

28.1 - Dispute Resolution

a) Individual Clients

In the event of a dispute, the Client may contact customer service:

- By email: contact@peyrassol.com
- By mail: COMMANDERIE DE PEYRASSOL, 1204 Chemin de la Commanderie de Peyrassol, RN7 – 83340 Flassans-sur-Issole

If an amicable agreement cannot be reached, the Client may contact the consumer mediation service **AME CONSO** within one year of the initial written complaint.

- Online form: www.mediationconso-ame.com
- By post: AME CONSO, 11 Place Dauphine – 75001 Paris

Clients must notify Commanderie de Peyrassol of any mediation process. Both parties remain free to accept or reject the proposed resolution and, if necessary, take the matter to court.

The European Commission also provides an online dispute resolution platform: <http://ec.europa.eu/consumers/odr>

b) Professional Clients or Legal Entities

In case of dispute, the Parties will attempt to resolve it amicably. Failing this within one (1) month, either party may bring the case before the Commercial Court of Paris, which has exclusive jurisdiction.

28.2 - Applicable law

These General Terms are governed by French law. Any disputes concerning their validity, interpretation, performance, or consequences will fall under the jurisdiction of the competent courts of Paris.

Article 29 - Severability – changes to the terms

If any clause of these General Terms is found to be illegal or void under current law or a final court decision, it shall be deemed unwritten. The rest of the terms remain valid and enforceable.

These terms may be updated at any time without notice, as specified in Article 3. Any updates apply only to Reservations made after the revised version is published. Clients are encouraged to review and download the General Terms when booking.