

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

DEFINITION OF THE PARTIES

Between **HAJIME**,
SARL with a share capital of **€8,000**,
, whose registered office is located at **1269 route de Barran, 32000 Auch (France)**,
registered with the Auch Trade and Companies Register under number **879 206 050**,
and **registered with the register of travel and holiday operators under number IM032250001**,
financial guarantee provided by **Groupama Assurance-Crédit & Caution, 8-10 rue d'Astorg, 75008 Paris**,
professional liability insurance taken out with **Hiscox SA, 49 avenue de l'Opéra, 75002 Paris**,
represented by **Lisa Estève-Pacoud and Anthony Guidicelli**, as co-managers,
hereinafter referred to as the **Seller** or the **Company**,

And any natural or legal person purchasing products or services offered by the Company,
hereinafter referred to as **the Buyer** or the **Customer**,

The following has been presented and agreed upon:

PREAMBLE

HAJIME carries out the following activities:

Organization of yoga retreats, wellness events, and training courses;
Operation of a subscription-based online yoga and sports course platform;
Online sales of products and accessories related to yoga and sports;
Sports coaching and yoga for individuals and companies;
Operation of practice facilities and associated fast food outlets.

The products and services are marketed via the website: <https://hajimeyoga.com>.

ARTICLE 1 - PURPOSE

The purpose of these General Terms and Conditions of Sale is to define the rights and obligations of the parties in connection with the online sale of products and services offered by HAJIME.

ARTICLE 2 - SCOPE OF APPLICATION

These Terms and Conditions apply to all orders placed on the Company's website.

They are accessible at any time on the website and take precedence over any other version or any other contradictory document.

The Customer declares that they have read and accepted these Terms and Conditions before confirming their order.

All orders imply the Customer's full and complete acceptance of these Terms and Conditions.

ARTICLE 3 - PRICE

Prices are quoted in euros, inclusive of all taxes (TTC), unless otherwise stated.

Delivery or handling charges may be added depending on the products.

The Seller reserves the right to modify its prices at any time, while guaranteeing the Customer the application of the price in effect at the time of the order.

For sales outside the European Union, the Customer is responsible for any customs duties or local taxes.

ARTICLE 4 - RETIREMENT CANCELLATION

TERMS

All cancellations must be notified in writing (by email or registered mail).

Cancellation more than 60 days prior to departure: the deposit remains with the Company, and any balance already paid will be refunded.

Cancellation between 60 and 30 days prior to departure: 50% refund of the balance (the deposit is forfeited).

Cancellation less than 30 days prior to departure: no refund.

Cancellation by the Seller:

In the event of cancellation by the Company (in particular due to insufficient numbers of participants, safety reasons, or force majeure), the Customer will be refunded in full for the sums paid, without additional compensation.

The above conditions comply with the provisions of **Articles R.211-9 to R.211-11 of the Tourism Code**.

ARTICLE 5 - ORDER PROCESS

The Customer must:

Select the desired products/services;

Fill in the requested information;
Accept these Terms and Conditions;
Check your order;
Proceed to payment.

A confirmation email is sent after the order has been validated.

ARTICLE 6 - PRODUCTS AND SERVICES

The essential characteristics, descriptions, and prices are indicated on the website.
The photographs are not contractually binding.

The Company guarantees the availability of products. In the event of unavailability, the Customer will be informed and may request a full refund.

ARTICLE 7 - DELIVERY

Products are delivered to the address provided by the Customer.

Risks are transferred upon receipt.

In the event of delay or loss, the Customer may contact the Company at the following address: **contact@hajiimeyoga.com**.

ARTICLE 8 - LEGAL WARRANTIES

In accordance with Articles **L.217-4 to L.217-14 of the Consumer Code** and **Articles 1641 et seq. of the Civil Code**, the Company is bound by the legal guarantee of conformity and the guarantee against hidden defects.

In the event of non-compliance, the Customer may request repair, replacement, or refund of the product.

ARTICLE 9 - ONLINE SUBSCRIPTIONS

Subscriptions to the online course platform are available on a monthly or annual basis.

Customers may cancel their subscription at any time via their personal account or by sending a written request.

ARTICLE 10 - PAYMENT

Payment is due immediately and can be made by credit card, bank transfer, or any other method offered on the website.

Transactions are secured by a service provider that complies with **PCI-DSS** standards.

ARTICLE 11 - RIGHT OF WITHDRAWAL

In accordance with **Article L.221-28 of the Consumer Code**, the right of withdrawal does not apply to services related to leisure activities provided on a specific date or during a specific period (e.g., yoga retreats).

For physical products, the Customer has a period of **14 days** to exercise their right of withdrawal.

Return shipping costs are at their expense.

ARTICLE 12 - PERSONAL DATA (GDPR)

The Company processes personal data in accordance with **Regulation (EU) 2016/679 (GDPR)** and the **French Data Protection Act**.

Customers may exercise their rights (access, rectification, deletion, opposition, portability) by writing to:

✉ contact@hajiimeyoga.com

ARTICLE 13 - INTELLECTUAL PROPERTY

All content on this website (text, images, videos, logos, trademarks, etc.) is the exclusive property of HAJIME or its partners.

Any unauthorized reproduction is prohibited.

ARTICLE 14 - FORCE MAJEURE

The Company cannot be held liable in cases of force majeure as defined in Article 1218 of the Civil Code.

ARTICLE 15 - PARTIAL INVALIDITY

If any provision of these Terms and Conditions is declared invalid, the remaining provisions shall remain fully applicable.

ARTICLE 16 - APPLICABLE LAW AND DISPUTES

These Terms and Conditions are governed by **French law**.

Any dispute shall be submitted to the competent courts within the jurisdiction of the Company's registered office, unless otherwise provided by public policy.

In the event of a dispute, the Customer is invited to first seek an amicable solution with the Company.

APPENDIX – LEGAL

PROVISIONS (TOURISM CODE)

In accordance with Articles **R.211-3 to R.211-11 of the Tourism Code**, reproduced below, these provisions apply to the sale of trips and vacations organized by **HAJIME**, registered in the register of travel and vacation operators under number **IM032250001**.

Article R.211-3

Subject to the exclusions provided for in the second and third paragraphs of Article L.211-7, any offer and sale of travel or vacation services shall give rise to the provision of appropriate documents that comply with the rules defined in this section.

In the event of the sale of air tickets or tickets for regular transport services not accompanied by services related to such transport, the seller shall issue the buyer with one or more tickets for the entire journey issued by the carrier or under its responsibility.

In the case of transport on demand, the name and address of the carrier on whose behalf the tickets are issued must be mentioned.

Separate billing for the various elements of a package does not exempt the seller from the obligations imposed on him by this section.

Article R.211-3-1

The exchange of pre-contractual information or the provision of contractual terms and conditions shall be carried out in writing.

This information may be transmitted by any durable means (paper, email, website, etc.).

The seller must provide their name, address, registration number and, where applicable, their financial guarantee and professional liability insurance details.

Article R.211-4

Prior to concluding the contract, the seller must provide the consumer with information on:

- The main features of the travel services offered;
- The identity of the service provider(s), their postal address and, where applicable, telephone number(s);
- The total price of the services;
- Payment terms;
- The minimum number of people required for the trip to take place and the deadline for cancellation if there are not enough participants;
- Passport and visa requirements and health formalities for the destination country;
- The option to take out optional insurance covering cancellation or assistance costs.

Article R.211-5

The information provided to the consumer in advance is binding on the seller, unless changes have been clearly brought to the buyer's attention before the contract is concluded.

The seller may only change the price in the event of a change in the cost of transport, fees, or exchange rates, under the conditions provided for in Article L.211-12.

Article R.211-6

The contract concluded between the seller and the buyer must be in writing and given to the buyer.

It must include, in particular:

- The name and address of the seller, its guarantor, and its insurer;
- The destination, means of transportation, characteristics, and categories of accommodation;
- Meals provided;
- The itinerary when it is a tour;
- The dates, times, and locations of departure and return;
- The total price of the trip and payment terms;
- Special conditions requested by the consumer;
- The conditions for cancellation and termination provided for in Articles R.211-9 and R.211-10;
- The terms and conditions of the insurance policy taken out by the customer (or the possibility of taking out such a policy);
- Claim deadlines and procedures.

Article R.211-7

The buyer may transfer their contract to a transferee who meets the same conditions, provided that the contract has not yet taken effect.

They must inform the seller no later than seven days before the start of the trip (fifteen days for a cruise).

Article R.211-8

When the contract includes an express possibility of price revision, the precise calculation methods must be indicated, both for upward and downward revisions.

Article R.211-9

When, prior to departure, the seller is forced to make a change to an essential element of the contract, the buyer may, without prejudice to any claim for

compensation, either terminate the contract and obtain a refund of the sums paid, or accept the proposed change.

Article R.211-10

In the event of termination of the contract by the seller prior to departure, the customer may obtain an immediate refund of the sums paid, without prejudice to any damages and interest if the termination is not due to force majeure or an insufficient number of participants.

Article R.211-11

If, after departure, the seller is unable to provide a significant portion of the services specified in the contract, they must offer alternative services, and if the customer refuses these, ensure their return to the place of departure at no extra cost.

Article R.211-12

The provisions of Articles R.211-3 to R.211-11 of the Tourism Code are mandatory and apply to all operators registered in the register of travel and holiday operators.