# General conditions of sale

The Conciergerie No. Soucy Caretaker and Conciergerie, commercial naming Ns2C the head office of which is situated: Le Petit Plan, 84160 LOURMARIN, France, The main mission of the company is to propose services of lightening of the everyday life to the employees of companies as well as to the private individuals avid to reconcile private life and professional life. The Conciergerie Ns2C intervenes as intermediary and only as such. The company concierge service Ns2C appeals to qualified service providers having beforehand signed the contract of collaboration including the respect for the charter quality established by the Conciergerie Ns2C.

The present general conditions of sale are accessible on the internet www.nosoucycc.fr site and are systematically transmitted during the signature of a contract of subscription, or a service on card. Consequently any order made by the customer takes its agreement, without limitation, nor reserves for the present general conditions of sale which prevail over quite other document emitted by the Conciergerie Ns2C All other opposition by the customer will belong for lack of acceptance of the no-invocable Conciergerie Ns2C to this one about is the moment or she will have been able to be carried in her knowledge. The customer declares to have acquainted and accepted the present general following conditions of sale before placing any order of products or services.

# The services of Ns2C

The services of the Conciergerie Ns2C are accessible to companies as well as to private individuals either by the subscription of a subscription for companies and for private individuals, or in a punctual way (service on card for the private individuals and the employees of companies).

Subscriptions, and services on card

**Duration**: the subscriptions are signed for a duration of twelve (12) months for companies and of six (6), or twelve (12) months for the private individuals. Without termination of one of the parts, the subscription renews tacitly for the same duration.

**Information about rates**: every person will benefit in a private capacity from services and rates included in the formula chosen during its registration. In case of total or partial not use of these services no refund can be required. The subscription of a subscription for companies gives the right to all the services of the Conciergerie. All the services of the Conciergerie Ns2C is accessible until 7 days a week, 24 hours a day for the private individuals according to the signed subscription, and from Within the framework of a subscription, the hourly rate is based on an average price list(rate) following the type(chap) of 30€ services(performances) an hour.

The services realized Sundays and holidays are increased by 100 % on the basis of the current hourly rate following the service realized for the private individuals, any order to be delivered, or service to be realized on Saturdays will have to be the object of a preliminary request by e-mail or by mail at least 48 hours in advance and must be validated by the Conciergerie Ns2C. If this deadline is not respected, the service can however be realized but will be the object of a 100 % rise on the basis of the hourly 40€ rate. For any request except subscription, a study will be made individual and an estimate will be supplied in the acceptance of the customer. In case of modification of the services and rates were included in the proposed subscriptions, the Conciergerie Ns2C makes a commitment to inform the customers of the new capacities one month before the effectiveness of these. Monday to Friday from 8:30 am till 7 pm for companies.

**Sign of a subscription**: the request a subscription can be made by telephone, in writing or by e-mail on the site www.nosoucycc.fr. The prospective customer will have to supply in the Conciergerie Ns2C the completed, signed contract accompanied with the possible wanted accompanying documents. The customer grants to communicate the day of his inscription the references of his bank account. The inscription will be definitive and the access to the effective services from reception by the Conciergerie Ns2C of the completed and signed contract and after a deadline of 15 working days for the technical implementation of the apartment house Ns2C and it within the framework of subscription for companies.

The registration for the private apartment house will be definitive and the access to the effective services after reception by the Conciergerie Ns2C of the completed and signed contract.

Companies are in the obligation to supply an exhaustive list of the employees benefiting from services of the apartment house as well as their addresses and their address and phone number. These data are indeed obviously confidential and the Conciergerie Ns2C makes a commitment to reveal nothing.

**Payment of the subscription**: for the subscription within the framework of the Company concierge service the payment of the subscription will be made by direct debit by the company. For a subscription within the framework of the deprived Conciergerie the payment can be made by check, by direct debit at the time of the subscription of the contract. The subscriber settles by check the totality of his subscription. All the additional services will be payable beforehand.

**Termination of a subscription**: the termination of a subscription is made one month before the expiry date of the contract by registered letter with recorded delivery. In defect the subscription will renew tacitly for the same duration. In case of the early termination, the customer remains indebted of the amount of the subscription remaining to run for his minimal duration and of the amount of all the current invoices. It will be proceeded to no refund. In case of not payment by the customer of its subscription to the agreed terms, the Conciergerie Ns2C can proceed to the termination of the contract. For the services on card that propose the Conciergerie Ns2C, the ordered services must be paid in advance by check, species or standing or direct debit.

# Order

To place order or inquire about the various services proposed by the Conciergerie Ns2C the customers can use the means below: - by e-mail at the following address:contact@nosoucycc.fr-On the web site: www.nosoucycc.fr-By telephone in: N of their private caretaker who will be communicated with them at the signature of the contract. - by mail at the following address: Ns2C, Le Petit Plan, 84160 LOURMARIN In the hypothesis where the amounts of the services would exceed 150 euros the customer will have to confirm necessarily in writing (electronic or mail mail(courier)) his acceptance in the Conciergerie Ns2C. These orders will be effective only after reception of the written acceptance of the customer. With the aim of facilitating the small services of the current life, the Conciergerie Ns2C can make the advance of the sums (below 100€) which the customer will have to pay off in the reception of the race. Any race will be returned after payment of the service. So much that the payment is not Invoices will thus be directly sent to the buyer. The fact that the customer pays his invoices directly to service providers through the Conciergerie Ns2C returns on no account the Conciergerie responsible for the product or for the service delivered by said person receiving benefits. The Conciergerie Ns2C is not authorized to deliver deep-frozen or frozen foodstuffs and cannot thus accept a corresponding order. This one will be directly made by an authorized person receiving benefits. Any order gets subject to available stocks at the suppliers and the service providers. In case of unavailability of the product or the service, solutions of replacement will be proposed. The proposed solutions will then be operated from reception of a written agreement returned by the customer. In case no acceptance of the customer would be sent in writing in 5 working days, the Conciergerie Ns2C would proceed to the definitive cancellation of the order. It follows itself that no compensation of whatever nature can be put chargeable to the Conciergerie Ns2C by the customer. In the case or the supplier could supply on no account the commanded service, the customer could be paid off directly by the supplier. Any cancellation or modification of order made by the very customer, will have to intervene for a maximum deadline of seven (7) working days to be taken into account by the Conciergerie Ns2C which will estimate the case according to the nature of the considered service. As far as the Conciergerie Ns2C would refuse any modification or cancellation of order for the customer, the price of the order owed by the customer and the already paid sums (price(prize) or deposit(advance)) would be restored to him(her) on no account.

**Method of payment of the order for the subscribers within the framework of the Company concierge service**: it is up to the company which signs a subscription has the Conciergerie Ns2C to pay the monthly subscription by standing order(direct debit). The services then crossed by / employees will be payable beforehand in the order of person (s) receiving benefits by way of the Conciergerie Ns2C.

**Terms of payment for the private individuals**: the services à la carte except subscription, or additional must be entirely adjusted before their realization by check, species or standing order(direct debit). For the subscriptions, the subscriber will settle directly in persons (s) receiving benefits according to the conditions usually practised by these last ones. The services ordered the Conciergerie Ns2C are payable beforehand.

**Delivery**: the delivery by the Conciergerie Ns2C of the services or the products commanded by the customer makes on no account presume that the sale is made by the very Conciergerie Ns2C which intervenes in that case only as intermediary in reports customers / persons receiving benefits. Nevertheless the care brought to the strict observation of agreed deadlines, as well as the regular evaluation of the persons receiving benefits or at the signature of the contract of collaboration the Conciergerie Ns2C cannot be held responsible of the damage or the damages caused by the delay in delivery. The non compliance with delivery deadlines can entrainer no compensation of whatever nature chargeable to the Conciergerie Ns2C.

# **Right of retraction**

In certain cases, according to the article L121-20 of the code of the consumption, the customer has a deadline of seven (7) days of retraction to exploit his right of retraction with the suppliers exclusively and not with the Conciergerie Ns2C and it as from the reception of products or acceptance of the services. In every case, the formalities of this article depend on every supplier or person receiving benefits. The expenses of dismissal or of return are in the exclusive load of the customer. In this situation exactly the Conciergerie Ns2C represents only an intermediary who influences on no account decisions of refund, exchange or of return. However, the returns can be made at the address of the supplier address and phone number of which can be mentioned in the written confirmation which can be sent by the customer to the Conciergerie Ns2C. In other words, in case of dispute, of retraction whatever shape it is, the Conciergerie Ns2C remains only an intermediary between the supplier and the customer. No compensation can be asked. This right of retraction does not apply to the services with tourist purpose, with the properties personalized as well as any service which the Conciergerie Ns2C will consider unfit of the right of retraction.

# Reserve of property and transfer of risk

In the cases where the services cross by service providers or suppliers, products or services remain the property of these up to their complete payment. It's the same with the services which proposes the Conciergerie Ns2C, the proposed or produced services remain the property of the Conciergerie Ns2C up to their complete payment. The Conciergerie Ns2C remains an intermediary and will be exempted in any case from any responsibility relative to the transport and to the delivery of products or services.

### Responsibility

The customer whatever it is, admits that the Conciergerie Ns2C as representative and represents only an intermediary and is so held no best effort undertaking or of result. The Conciergerie Ns2C would thus know how to resort to no compensation whatever is the motive for the committed dispute. The Conciergerie Ns2C is thus exempted from any responsibility as for the disputes whatever they are. The Conciergerie Ns2C can transmit to the supplier of the mails of complaint drafted by the customer. In any case the Conciergerie Ns2C would not know how to be held for responsible of any negligence in its obligations in case of general or partial strike, of IT breakdown, bad weather, natural disaster. (Not exhaustive List). To finish, in case of intervention in the place of residence of the customer, this one declares to have no ready cash, no jewels, or quite other valuable item in its place of residence.

# Legal notices

According to the data protection act of January 6th, 1978, the customer has a right of access, rectification or modification in the particulars which concern him. For it the customer just has to make the request for the Conciergerie Ns2C by mail by indicating his name, first name and address.

# Law applicable to the contract

The Conciergerie Ns2C is a company of French law. The law applicable to the contractual relations is the French law exclusively.

#### **Disputes**

Any dispute concerning the performance and concerning the execution of the general conditions of sale is subjected to the French law. For lack of resolution amicably, the dispute will be carried in front of the competent courts.