

*The Terms and Conditions were last updated on 26 June 2023*

## **Terms and Conditions and Terms of Use**

**This translation is not official and should in no way be seen as binding**

[The official French text can be consulted here.](#)

### **Article 1: Preamble**

The company VENDOME CIRCLE SARL (hereinafter referred to as “VENDOME CIRCLE”), with a share capital of €7 500, having its registered office at 10 Rue de la Paix 75002 Paris, is registered in the Paris Trade and Companies Register under number 881 190 813. Its VAT number is: FR23881190813.

VENDOME CIRCLE is insured by GENERALI Iard et Vie, 2 rue Pillet-Will, 75009 Paris.

VENDOME CIRCLE is the publisher of a website [www.vendomecircle.com](http://www.vendomecircle.com) (hereinafter referred to as “the Site”).

The Publication Director is :

Douglas-Arthur PIERCE

Vendôme Circle

10 Rue de la Paix

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The [vendomecircle.com](http://vendomecircle.com) website is hosted by OVH SAS, a company with share capital of €10,174,560, registered in the Lille Métropole Trade and Companies Register under number 424 761 419 00045, whose registered office is located at 2 rue Kellermann, 59100 Roubaix - France.

#### **DEFINITIONS**

Subscriber: the Subscriber is a natural person of legal age who subscribes to Vendôme Circle services, whether online services only or other services, in particular events organised by Vendôme Circle. The Subscriber has paid for his or her subscription according to the offer chosen. He/she agrees to abide by these Terms and Conditions, the Specific Terms and Conditions for each Service, as well as the Rules of Procedure and Regulations, which are attached.

**Subscription :** Vendôme Circle offers several Subscription packages: Web Subscriptions which give access to online content and Subscriptions which give access to online content as well as certain Services.

**Membership:** Vendôme Circle Membership is annual and gives access to the Services offered by Vendôme Circle to its Members. Membership is by application and must be accepted in advance according to the criteria specified below.

**Candidate:** the Candidate is an individual of legal age, residing within the European Union and wishing to become a Member of Vendôme Circle; he/she may be a student. To become a Member, he or she must meet certain criteria:

demonstrate, above all, that his or her interests coincide with the activities proposed by Vendôme Circle and that he or she is seriously interested in a sufficiently wide range of Services (from visits to museums or monuments to dinners in galleries, wine tastings, trips with accommodation in luxury hotels, cocktails in palaces, horse racing, activities around haute couture, haute joaillerie, etc.), knowledge of the content of the Vendôme Circle Programme (the artistic periods highlighted, history, châteaux, ballet, opera, wine, couture, jewellery... to name but a few) and experience of these types of activities.

**Personal Data:** means any information relating to a natural person who is identified or identifiable, directly or indirectly, by reference to a name, an identification number or one or more factors specific to that person, as defined by the applicable Regulations.

**Member:** a Member meets the definition of a candidate whose membership process has been successfully validated. They have paid their annual subscription. They undertake to abide by these Terms and Conditions, any Specific Terms and Conditions for each Service and the attached Rules of Procedure.

**Non-Members:** certain Services may be offered to individuals who have not joined Vendôme Circle. These individuals may be guests of a Member, Subscribers or other persons. By participating, any Non-Member accepts these Terms and Conditions as well as the Rules of Procedure.

**Services:** these are bookings made on behalf of Members or Subscribers. These reservations may include different types of concierge activities and related services. For example: visits to galleries, museums, monuments; organisation of a dinner (booked through partners); booking of seats for events such as horse races, concerts or other similar events; booking of a wine tasting; trips in France or Europe. They may also include events offered online. For example, organising an online meeting, webinar or similar event.

**Programme:** the Programme includes a range of Services offered throughout the year. These Services are open primarily to Vendôme Circle Members and, depending on availability and space, may be open to non-Members, first to Subscribers and then possibly to others.

**Applicable Regulations:** means all the laws and regulations applicable in France with regard to

the protection of Personal Data, including the law known as “Informatique et Libertés” no. 78-17 of 6 January 1978 in its latest version, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (“RGPD”) applicable as of 25 May 2018, and their subsequent texts.

**Online Service:** The Online Service refers to the Vendôme Circle offer available on the Site. It includes articles, information, videos, photographs and documents that can be downloaded from the Site.

**User:** the User is an individual of legal age who uses the Site.

## **Article 2: Purpose**

These General Terms and Conditions define the respective rights and obligations of VENDOME CIRCLE and the Member or Subscriber in the context of the provision by VENDOME CIRCLE of a Service, including the Online Service, except insofar as the services offered are the subject of a separate contract. Specific conditions or contracts may apply to the use of certain Services offered as part of the VENDOME CIRCLE Programme.

By subscribing to a Service, including the Online Service, the Member, Subscriber or any Non-Member agrees to be bound by these Terms and Conditions without reservation.

Furthermore, any connection to the Site is subject to compliance with these conditions.

For the User, simple access to the VENDOME CIRCLE site at the following URL address [vendomecircle.com](http://vendomecircle.com) implies acceptance of all the conditions described below.

## **Article 3: Use of the Site**

### **3.1 Intellectual property rights**

Trademarks, logos, signs and all site content (text, images, sound, etc.) are protected by the French Intellectual Property Code and, more specifically, by copyright.

The Vendôme Circle brand is a registered trademark of Douglas Arthur PIERCE. Any representation and/or reproduction and/or partial or total use of this trademark, of any nature whatsoever, is totally prohibited.

The User must request prior authorisation from the site for any reproduction, publication or copying of the various contents. The User undertakes to use the content of the site in a strictly private context; any use for commercial or advertising purposes is strictly prohibited.

Any total or partial representation of this website by any means whatsoever without the express authorisation of the website operator shall constitute an infringement punishable under article L 335-2 et seq of the French Intellectual Property Code.

In accordance with article L122-5 of the French Intellectual Property Code, Users who reproduce, copy or publish protected content must cite the author and source.

### 3.2 Hypertext links

The Site may contain hypertext links to other sites on the Internet. Links to these other resources will cause you to leave the VENDOME CIRCLE Site.

It is possible to create a link to the presentation page of this site without the express authorisation of VENDOME CIRCLE. No prior authorisation or request for information may be required by VENDOME CIRCLE with regard to a site that wishes to establish a link to the Site. However, it is advisable to display this site in a new browser window. However, VENDOME CIRCLE reserves the right to request the removal of any link that it considers to be inconsistent with the purpose of the Site.

### 3.3 Responsibility of the Site publisher

The information and/or documents appearing on the Site and/or accessible via the Site come from sources considered to be reliable.

However, this information and/or documentation may contain technical inaccuracies and typographical errors.

VENDOME CIRCLE reserves the right to correct these errors as soon as they are brought to its attention.

We strongly recommend that you check the accuracy and relevance of the information and/or documents made available on the Site.

The information and/or documents available on the Site may be modified at any time and may have been updated. In particular, they may have been updated between the time they were downloaded and the time the User became aware of them.

Use of the information and/or documents available on the Site is the sole responsibility of the User, who assumes all consequences that may arise, without VENDOME CIRCLE being able to be held liable in this respect, and without recourse against the User.

VENDOME CIRCLE may under no circumstances be held liable for any damage of any nature whatsoever resulting from the interpretation or use of the information and/or documents available on this site.

### 3.4 Access to the Site

Part of the Site is accessible free of charge from any location to any User with Internet access. All costs incurred by the User in accessing the service (hardware, software, Internet connection, etc.) are at the User's expense.

The Site gives Users free access to the following services:

- consultation of information concerning the activities of Vendôme Circle
- subscribe to the Vendôme Circle newsletter
- consultation of other information relating to Vendôme Circle, including its contact details

Access to protected content (articles, travel itineraries, courses, etc.) is subject to a charge: it is available to Subscribers.

VENDOME CIRCLE endeavours to allow access to the site 24 hours a day, 7 days a week, except in the event of force majeure or an event beyond its control, and subject to any breakdowns and maintenance operations necessary for the proper functioning of the Site and services.

Consequently, VENDOME CIRCLE cannot guarantee the availability of the site and/or services, the reliability of transmissions or performance in terms of response time or quality. No technical assistance is provided to the User, either electronically or by telephone.

VENDOME CIRCLE may not be held liable if it is impossible to access this site and/or use the services.

Furthermore, VENDOME CIRCLE may be required to interrupt the site or part of the services at any time without prior notice and without any right to compensation. The User acknowledges and accepts that VENDOME CIRCLE may not be held responsible for such interruptions and the consequences that may result for the user or any third party.

### 3.5 Internet usage rules

The User declares that he accepts the characteristics and limits of the Internet, and in particular acknowledges that :

VENDOME CIRCLE accepts no responsibility for the services accessible via the Internet and exercises no control whatsoever over the nature and characteristics of the data that may pass through its server centre.

The User acknowledges that data circulating on the Internet is not protected in particular against possible misappropriation. The communication of any information deemed by the User to be of a sensitive or confidential nature is at the User's own risk.

The User acknowledges that data circulating on the Internet may be regulated in terms of use or protected by property rights.

The User is solely responsible for the use of the data he/she consults, queries and transfers on the Internet.

The User acknowledges that VENDOME CIRCLE has no means of controlling the content of services accessible on the Internet.

### 3.6 Cookies

Users are informed that when they visit the site, a cookie may be automatically installed on their browser.

Cookies are small files temporarily stored on the hard disk of the User's computer by your browser and which are necessary for the use of the site (Indicate the name of the site). Cookies do not contain any personal information and cannot be used to identify anyone. A cookie contains a unique identifier that is randomly generated and therefore anonymous. Some cookies expire at the end of the User's visit, others remain.

The information contained in cookies is used to improve the site, for example by :

- enabling a service to recognise the User's device, so that the User does not have to give the same information several times, for example to fill in a form or a survey.
- remembering that you, the User, have already given your login and password, so that you don't have to do it again on each new page.
- monitoring how users use services, to make them easier to use and allocate sufficient power to ensure they are responsive.
- analysing 'anonymised' data to help understand how users interact with different aspects of online services and thus enable them to be improved.

By browsing the site, the User accepts them.

In the absence of acceptance, the User is informed that certain functions or pages may be refused.

The User may deactivate this cookie using the settings in their browser software.

For further information, the User may consult the [Cookie Policy](#) and the [Privacy Statement](#), available on the Site.

## Article 4: Subscription and Membership

### 4.1 Subscription

The Subscription allows the Subscriber to access online content ("the Service") as well as some of VENDOME CIRCLE's Services.

Subscription prices are indicated on the Site. Prices are expressed in euros, inclusive of all taxes. The price of the Subscription, defined according to the applicable tariff, must be paid at the time of registration.

Services are subject to a charge unless otherwise indicated.

## 4.2 Membership

Membership gives the Member access to a range of Services offered as part of the VENDOME CIRCLE Programme.

The prices of Membership are indicated in the contract which precedes these General Terms and Conditions. Prices are expressed in euros, inclusive of all taxes. The membership fee, defined according to the applicable tariff, is payable at the time of registration.

Services are subject to a charge unless otherwise indicated.

# Article 5: Duration and Right of Withdrawal

## 5.1 Subscription

The Subscription is taken out for the duration chosen according to the offers available.

In accordance with article L. 120-20-2, 1° of the French Consumer Code, the right of withdrawal may not be exercised, unless the parties have agreed otherwise, for contracts for the supply of services where performance has begun, with the consumer's agreement, before the end of the fourteen (14) day period.

## 5.2 Membership

Membership is valid for one year.

It will be tacitly renewed at the end of the contractual period, at the current rate, for the same duration, and so on, unless terminated by either party by registered letter with acknowledgement of receipt, giving three (3) months' notice before the effective renewal date.

When the contract is concluded at a distance, the Member has a period of fourteen (14) days to change his/her mind and exercise his/her right of withdrawal. Once this period has elapsed, the contract will take effect. A withdrawal form is attached.

If the Member wishes to participate in a Service which takes place before the end of the withdrawal period, he/she may request access to the Service before the end of this period and waive his/her right of withdrawal. A form for this purpose is provided in the appendix.

## **Article 6: Terms of Subscription and Membership**

### **6.1 Terms of Subscription**

One can subscribe via the website ([vendomecircle.com](http://vendomecircle.com)).

Several offers are presented on the site.

### **6.2 Terms of Membership**

To apply, send the attached application form to Vendôme Circle by post or e-mail.

If the Candidate wishes to send its Application by post, it must be sent to the following address: VENDOME CIRCLE, 10 Place Vendôme 75001 Paris. If the Candidate prefers to send it by e-mail, the application should be sent to [enquiries@vendomecircle.com](mailto:enquiries@vendomecircle.com).

On receipt of the application, the Candidate will be contacted for an interview, which will complete his/her Application. Following the interview, the Candidate will attend certain events of the Programme for a short period. At the end of this period, they will be informed by post and/or e-mail whether or not they have been accepted, in accordance with the criteria set out in the Rules of Procedure.

The Applicant will then be asked to approve and sign General Terms and Conditions and any Special Terms and Conditions/Membership Agreement, supplied with these Terms and Conditions. Once the total amount has been paid, the Applicant becomes a Member.

## **Article 7: Services**

Throughout the year VENDOME CIRCLE offers a variety of Services to its Members as described in the Preamble.

All these Services are subject to a charge, unless otherwise stated. Prices are given in advance of each Service and are also available on request.

### **7.1 Registration for services**

The Services will be communicated by e-mail or other electronic means and the Member will be free to register for any Service offered. The number of places that the Member may reserve is determined according to each Event.

### **7.2 Cancellation of registration for VENDOME CIRCLE Services**

The terms and conditions for cancelling a registration for a Service are defined in the specific terms and conditions for each Service.



## **Article 8: Payment**

### **8.1 Subscription payment**

Payment of Subscription price is made by credit card via the Stripe.com secure site. The Subscriber may pay by bank transfer on request. Payment by bank transfer is only valid for Subscriptions that are invoiced per year.

### **8.2 Payment of Membership**

Payment of the membership fee is made by bank transfer or credit card (Carte Bleue, Visa, Mastercard).

For all credit card payments, VENDOME CIRCLE uses a payment solution offered by BNP Paribas (16 boulevard des Italiens, 75009 Paris) or uses a secure payment service via Stripe ([www.stripe.com](https://www.stripe.com)) or Lyf ([www.lyf.eu](https://www.lyf.eu)) in collaboration with BNP Paribas and does not request or retain members' bank details. Another payment solution not listed here may be offered.

### **8.3 Payment for Services**

Payment for Services is by credit card or bank transfer.

## **Article 9: Rules of Procedure**

VENDOME CIRCLE's Rules of Procedure, as appended, are applicable to all VENDOME CIRCLE Members and Subscribers, as well as to any Non-Member taking part in an individual Event.

VENDOME CIRCLE reserves the right to provisionally or definitively exclude any person who does not comply with these provisions. In serious cases, this exclusion may take the form of termination of the contract before the end of the current membership period, including during the three months prior to the effective renewal date. In the event of termination before the three months preceding the renewal of the contract, a partial refund of the subscription fee may be granted as early termination compensation.

## **Article 10: Force majeure and difficulties in performing**

## **the contract**

In the event that VENDOME CIRCLE is prevented, in the event of force majeure (including a health crisis), from carrying out one or more of the proposed Services, on a one-off basis or for a certain period of time, VENDOME CIRCLE will not be obliged to guarantee the said Service or Services due to take place during this period. Nevertheless, VENDOME CIRCLE will do its best to offer alternatives where possible.

The following events are expressly considered to be cases of force majeure or fortuitous events, as generally accepted by the jurisprudence of French courts and tribunals:

war, riot, fire, internal or external strikes, lock-out, occupation of the premises of one of the parties, bad weather, earthquake, flood, water damage, legal or governmental restrictions, legal or regulatory changes to forms of marketing, accidents of any kind, epidemics, pandemics, illness affecting more than fifteen (15) % of the staff, including managers within a period of two consecutive months, absence of energy supply, partial or total shutdown of the Internet network and, more generally, of private or public telecommunications networks, road blockages and supply impossibilities and any other event beyond the express control of the parties preventing the normal performance of this agreement.

If VENDOME CIRCLE is affected by a case of force majeure, it will immediately inform the Members by email or by any other means. In the event that VENDOME CIRCLE invokes a case of force majeure, it will do everything in its power to reduce as far as possible the harmful effects resulting from this situation.

## **Article 11: Insurance and Liability**

VENDOME CIRCLE is covered by a corporate civil liability policy underwritten by Generali (their contact details are given in the Preamble).

In the context of certain Services, the Member may be confronted with exceptional objects. Any damage or breakage is the responsibility of the perpetrator. Replacement costs shall be borne by the Member. Members are advised to ensure that they have their own civil liability insurance cover in such an eventuality.

Furthermore, any illegal act, including theft, renders the perpetrator liable.

## **Article 12: Changes to the Terms and Conditions**

VENDOME CIRCLE reserves the right to make any changes it deems necessary and useful to these General Terms and Conditions at any time. Any new version of the General Terms and

Conditions will be notified by e-mail or by any other electronic means that complies with European law, indicating the date of the last update at the top of these General Terms and Conditions.

Any Member who continues to access the Services offered may be asked to accept the modifications, once they have been notified to them; acceptance confirms that they are in agreement with the new General Terms and Conditions and accept them unreservedly. If the Member does not wish to accept them, the General Terms and Conditions accepted by the Member at the time of his or her Membership remain in force for the duration of the year of Membership.

When renewing their Membership, Members will be asked to approve and sign the current General Terms and Conditions, failing which they will not be able to continue to benefit from the Services offered by VENDOME CIRCLE.

## **Article 13: Data Protection**

In accordance with applicable regulations, VENDOME CIRCLE protects the privacy of its users.

The Member's personal data is collected and processed for the purposes of registration and the provision of Services. This processing makes it possible to access all information concerning requests for Services, the execution of requests (quotations, performance of Services), to propose to the Member similar services or offers likely to be of interest to him/her, to produce statistics, to register the Member at his/her request for newsletters and to communicate to him/her, with his/her consent, information relating to VENDOME CIRCLE and its partners (news, products and services, commercial prospecting and personalised offers) in their capacity as data controller within the meaning of the RGPD.

This data is collected and processed on the basis of the performance of the contract or pre-contractual measures.

The Member's personal data is kept for the period strictly necessary to achieve the purposes for which it is to be used, which may not exceed 5 years after the end of the commercial relationship, unless: (i) the Member exercises his or her right to delete the data concerning him or her, under the conditions described below (ii) a longer retention period is authorised or imposed by virtue of a legal or regulatory obligation.

VENDOME CIRCLE undertakes to protect and ensure the security and confidentiality of the Member's personal data in accordance with the RGPD, in particular by taking all necessary precautions to prevent this data from being distorted, damaged or accessed by unauthorised third parties.

The Member's personal data may be sent to the following recipients, within the limits of their

responsibilities and depending on the purposes for which they are to be used:

- VENDOME CIRCLE employees;
- where applicable, certain sub-contractors, partners and suppliers of the Services booked (hoteliers, transporters, etc.) or technical service providers (IT, hosting, email distribution, online payment service provider, etc.), a list of which may be communicated to the persons concerned on request to the following address: [enquiries@vendomecircle.com](mailto:enquiries@vendomecircle.com).

In accordance with the RGPD, the Member has the right to access, rectify and delete personal data, the right to limit processing, the right to object, the right to data portability and the right to define directives relating to the retention, deletion and communication of his or her personal data post mortem.

To exercise these rights, Members may:

- Or send us an e-mail to the following address:

[enquiries@vendomecircle.com](mailto:enquiries@vendomecircle.com);

- Or send us a letter by post to the following address:

10 Place Vendôme, 75001 Paris.

Exercise of any of these rights may be refused if the request does not meet the conditions laid down by the regulations. In this case, you will be duly informed.

The Member may also submit a complaint to the CNIL by sending a letter to the following address: 3 Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07.

## **Article 14: Applicable law - Settlement of disputes**

The Site, these General Terms and Conditions and any contractual relations arising from them are governed solely by French law.

In the event of a dispute or difference arising between the Parties concerning these General Terms and Conditions, whatever their subject, relating to their validity, interpretation or performance, the Parties undertake to seek an amicable solution. The Member has the right to have recourse free of charge to a consumer mediator, as indicated on the website, with a view to resolving the dispute.

Failing an amicable solution, the dispute will be submitted to the competent court within the jurisdiction of the Paris Court of Appeal.

## **Article 15: Autonomy of the stipulations of the Terms and Conditions**

If, for any reason and to any extent whatsoever, any provision of these Terms and Conditions is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions and the relevant provision shall be enforced to the fullest extent permitted by law.

### **Rules of procedure**

#### **Membership**

The terms and conditions of membership are set out in the General Terms and Conditions, article 6. As a reminder, membership is by application and depends on the prior acceptance of the applicant by Vendôme Circle according to the following criteria:

demonstrate, above all, that his or her interests coincide with the activities proposed by Vendôme Circle and that he or she is seriously interested in a sufficiently wide range of Services (from visits to museums or monuments to dinners in galleries, wine tastings, trips with accommodation in luxury hotels, cocktails in palaces, horse racing, activities around haute couture, haute joaillerie?), knowledge of the content of the Vendôme Circle Programme (the artistic periods highlighted, history, châteaux, ballet, opera, wine, couture, jewellery, to name but a few) and experience of these types of activities.

Upon acceptance, the Member pays the membership fee in accordance with the applicable rates.

As described in article 5 of the General Terms and Conditions of Sale, membership will be tacitly renewed unless notice of termination is given three (3) months before the effective renewal date (anniversary date). The Member undertakes to respect this period if he/she does not wish to renew his/her subscription and, if he/she does, to pay the membership fee for the new contractual period.

#### **Social life**

The Vendôme Circle private circle is a community of connoisseurs and enthusiasts who wish to come together under the Vendôme Circle umbrella for their own personal development.

Vendôme Circle is committed to creating an atmosphere of exchange and conviviality. Members undertake to respect each other and to avoid any discrimination or other behaviour likely to harm this community.

## Activities

Vendôme Circle does not welcome Members on its own premises, but offers activities (“Services”) on the premises of its partners. The Member undertakes to respect the people and premises where the Services take place, as well as any equipment present.

The Member undertakes to reimburse any damage, deterioration or loss caused by the Member.

## Penalties

In the event that the Member does not respect these Rules or the General or Special Conditions, Vendôme Circle reserves the right to sanction or exclude the Member, which may go as far as termination of the contract.