

GENERAL TERMS AND CONDITIONS — ART QUAM ANIMA WORKSHOPS AND EXPERIENCES

Version dated September 22, 2026

Article 1 — Organiser

The workshops, Art Games, virtual reality experiences and other activities offered at the gallery are sold and organised by:

ART QUAM ANIMA (AQA - PARIS)

Simplified joint-stock company with a sole shareholder (société par actions simplifiée à associé unique) with a share capital of 1,000 euros

SIREN: **989 886 593** — RCS (Trade and Companies Register) **Paris** — SIRET of the registered office: **989 886 593 00023**

Intra-Community VAT number: **FR38 989 886 593**

Registered office and place of the activities: **28 rue du Dragon, 75006 Paris, France**

Telephone: **+33 6 03 91 13 04**

E-mail: **contact@artquamanima.com**

Hereinafter referred to as "the Organiser".

The original works by Arnaud Quercy exhibited at the gallery are sold by their author, Arnaud Quercy EI, under separate general terms and conditions of sale. These terms and conditions do not apply to such sales.

Article 2 — Scope

2.1. These General Terms and Conditions ("GTC") apply to bookings of activities made by consumers directly with the Organiser, on the website artquamanima.com or at the gallery.

2.2. Bookings made through a third-party platform (in particular GetYourGuide) are subject, as regards booking, payment and cancellation, to the terms and conditions of that platform. Articles 8 to 12 of these GTC apply to the conduct of the activity.

2.3. Services intended for businesses (events, team building, private hire) are subject to a quotation and to specific terms and conditions.

2.4. The participant declares that they have read and accepted the GTC before making the booking.

Article 3 — Description of the activities

Each activity is described on its information sheet: nature, programme, duration, date and time, number of places, minimum age, materials provided, any works or objects made and handed over to the participant, and price. The Organiser may adapt the content of a session according to the group, without altering its nature or duration.

Article 4 — Prices

4.1. Prices are stated in euros, inclusive of all taxes (VAT at the rate of 20%). They include supervision, access to the venue and the materials indicated on the activity's information sheet.

4.2. Any possible supplement (firing, shipping of a creation, option) is indicated before the booking. No sum that has not been announced shall be claimed from the participant.

Article 5 — Booking

5.1. Online booking is carried out in the following steps: choice of the activity, the date and the number of places; entry of contact details; summary stating the activity, the date, the time, the number of places and the total price; acceptance of the GTC; confirmation by means of a button bearing the words "**Book with obligation to pay**"; payment.

5.2. The booking becomes firm upon acceptance of the payment. A confirmation setting out its characteristics, these GTC and, where applicable, practical information is sent by e-mail.

5.3. Places are allocated subject to availability.

Article 6 — Payment

6.1. The price is payable in full at the time of booking.

6.2. Means of payment: bank card online, through the secure payment platform **Stripe**; bank card at the gallery. Bank card data are processed directly by the payment service provider and are neither collected nor stored by the Organiser.

Article 7 — No right of withdrawal — Cancellation and postponement

7.1. **In accordance with article L221-28, 12° of the French Consumer Code (Code de la consommation), the right of withdrawal does not apply to bookings of leisure activities provided on a specific date or within a specific period.** This exclusion covers any booking for a dated session.

7.2. **Cancellation by the participant.** As a commercial gesture, the Organiser accepts the following conditions:

cancellation notified by e-mail **at least 48 hours** before the start of the session: full refund or postponement to another session, at the participant's choice;

cancellation notified **less than 48 hours** before the start of the session, or failure to attend: no refund or postponement.

7.3. **Transfer.** Until the start of the session, the participant may transfer their place free of charge to another person who meets the conditions of participation (article 8), by informing the Organiser of that person's identity.

7.4. **Late arrival.** Significant late arrival may prevent participation where the programme of the activity does not allow the participant to join. It is then treated as a failure to attend.

7.5. **Cancellation by the Organiser.** The Organiser may cancel a session where the minimum number of participants indicated on the information sheet is not reached, by informing the participants no later than 24 hours before its start, or in the event of an unforeseen impediment. The participant then chooses between postponement to another session and a full refund, made within fourteen days.

Article 8 — Conditions of participation

8.1. The minimum age is indicated on the information sheet of each activity. Minors participate under the responsibility of their legal representatives, who make the booking. Minors under **12** years of age are accompanied by an adult present throughout the session.

8.2. Before the session, the participant reports any constraint relevant to their safety with regard to the materials or equipment used, in particular an allergy to a material.

8.3. The participant complies with the safety instructions and instructions for the use of equipment given by the facilitator. Clothing suitable for messy activities is recommended.

8.4. The Organiser may exclude, without refund, any participant whose behaviour endangers their own safety, that of the other participants, the works on display or the equipment.

Article 9 — Virtual reality experiences

9.1. The use of virtual reality headsets is subject to the minimum age indicated on the experience's information sheet, which may not be lower than that recommended by the manufacturer.

9.2. Before the experience, the participant reads the manufacturer's warnings, in particular in the event of sensitivity to light stimulation. The participant may stop the experience at any time. An interruption decided by the participant does not give rise to a refund.

Article 10 — Participants' creations

10.1. The objects and works made by the participant during an activity belong to them.

10.2. Where a creation requires a subsequent stage (drying, firing), the Organiser informs the participant when it is available. It must be collected from the gallery within **sixty days** of that notification. If it is not collected within that period, after a reminder that has remained unanswered for fifteen days, the Organiser may dispose of it.

10.3. Firing and technical stages involve an element of uncertainty inherent in the materials. A crack or defect occurring during the firing of a piece made by the participant does not give rise to compensation, save in the event of fault on the part of the Organiser.

10.4. Shipping of a creation is possible on request, at the participant's expense, subject to a prior quotation.

Article 11 — Photographs and image rights

No photograph or video enabling a participant to be identified is used by the Organiser, in particular on its website or social networks, without the prior written authorisation of that participant or, in the case of a minor, of their legal representatives.

Article 12 — Liability

12.1. The Organiser holds operating third-party liability insurance (assurance de responsabilité civile exploitation) covering the activities organised at the gallery, including creative workshops and immersive experiences.

12.2. The participant is liable for any damage they cause to persons, equipment, premises or works on display. Participants are asked not to touch the works on display.

12.3. The participant is responsible for looking after their personal belongings.

Article 13 — Intellectual property

The content of the activities (programmes, materials, games, digital experiences) is the property of the Organiser or of their authors. It may not be reproduced or exploited without authorisation. The works exhibited at the gallery may be photographed for strictly private purposes only.

Article 14 — Personal data

The participant's personal data are processed by the Organiser, as data controller, solely for the purposes of managing bookings, organising the activities, invoicing and complying with legal obligations. The participant has the rights of access, rectification, erasure, restriction, objection and portability provided for by Regulation (EU) 2016/679, which they exercise using the contact details in article 1, and the right to lodge a complaint with the CNIL. Detailed arrangements are set out in the privacy policy: <https://artquamanima.com/en/privacy/>.

Article 15 — Complaints

Any complaint shall be addressed to the Organiser using the contact details in article 1.

Article 16 — Consumer mediation

For disputes falling within the scope of consumer mediation as defined in articles L611-1 et seq. of the French Consumer Code (Code de la consommation), the consumer may, after a prior written complaint to the Organiser that has not been resolved within two months, have recourse free of charge to the consumer mediator to which the Organiser is subject:

CM2C — Centre de la Médiation de la Consommation de Conciliateurs de Justice

49 rue de Ponthieu, 75008 Paris

Telephone: 01 89 47 00 14

Online referral: <https://www.cm2c.net/declarer-un-litige.php>

For disputes not falling within the scope of this scheme, in particular those between the Organiser and a consumer residing outside the European Union, the parties shall endeavour to seek an amicable solution, without prejudice to their rights of recourse.

Article 17 — Governing law

These GTC are governed by French law. This choice does not deprive a consumer residing in another State of the protection afforded to them by the mandatory provisions of the law of their country of residence, under the conditions laid down by the applicable rules of private international law.

These terms are drafted in French. They may be translated into other languages for information purposes only; in the event of any discrepancy, the French version alone shall prevail.