

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1 – DEFINITIONS

Terms used hereof that begin with a capital letter and are not previously defined have the meanings given to them below, namely:

**"General Terms and Conditions of Sale"**: These are the contractual terms and conditions which apply to the relationship between the Hotel and the Customer, once the latter has accepted them at the time of booking;

**"Special Conditions"**: These are the details of the Customer's reservation, set out in article 3.1 hereof, and constitute the Special Conditions applicable to the contractual relationship established between the Customer and the Hotel. These Special Conditions appear in the reservation confirmation e-mail, and are associated with the General Terms and Conditions of Sale applicable at the time of the Customer's reservation. These General Terms and Conditions of Sale also appear in the Confirmation Email.

**"Customer"** means :

- A natural person of legal age, acting for his or her own personal needs and having full legal capacity, in accordance with the laws and regulations in force, to contract hereunder. He/she is a consumer within the meaning of consumer law; Or
- A legal entity not contracting in its field of activity, and therefore corresponding to a non-professional within the meaning of consumer law.

**"Reservation request"** refers to any reservation request by a Customer for a hotel service, to which may be added any ancillary services, or catering, offered by the Hotel.

**"Personal data"** means any information relating to an identified or identifiable natural person, protected by Regulation (EU) 2016/679, and Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms.

**"Confirmation Email"** refers to the document sent by the website or the Hotel to the Customer by email, summarizing the booking details set out in article 3.1 hereof, which constitute the Special Conditions applicable to the contractual relationship established between the Customer and the Hotel. This e-mail also summarizes the General Terms and Conditions of Sale applicable at the time of reservation by the Customer.

**"Hotel"** means :

- the Hotel Carlina, operated by SAS HOTEL LE CARLINA with share capital of €462,000.00, headquartered at 50 rue de la République, 69002 Lyon, registered with the Lyon Trade and Companies Registry under number 076 120 039.
- Hotel Mont Vallon, operated by SAS HOTEL MONT VALLON with share capital of €80,000.00, headquartered at 50 rue de la République, 69002 Lyon, registered with the Lyon Trade and Companies Registry under number 353 193 675.
- Le Domaine de l'Astragale hotel, operated by SAS LE DOMAINE DE L'ASTRAGALE, with share capital of €110,000.00, headquartered at 50 rue de la République, 69002 Lyon, registered with the Lyon Trade and Companies Registry under number 378 518 807.
- Hotel La Mandarine, operated by SAS HOTEL LA MANDARINE with share capital of €2,556,840.00, headquartered at 50 rue de la République, 69002 Lyon, registered with the Lyon Trade and Companies Registry under number 300 631 413.

- the Hotel Le Suffren, operated by SAS HOTEL LE SUFFREN with capital of €4,001,000.00, headquartered at 50 rue de la République, 69002 Lyon, registered in the Lyon Trade and Companies Register under number 898 883 301.

"**Partners**" refers to all service providers who have entered into a service contract or partnership agreement with the Hotel.

"**Service(s)**" refers generally to the services referred to in article 6.1 hereof, namely:

- The hotel service, which is an accommodation service comprising the provision of one or more rooms, for a number of nights fixed at the time of booking, and for dates of stay also fixed at the time of booking;
- Services ancillary to hotel services, including but not limited to breakfast, a bottle of champagne, a bouquet of flowers, a meal in the room, concierge services, a massage or a relaxing moment at the SPA;
- Restaurant services" refers to the food and beverage service offered by the Hotel's restaurant.

"**Hotel website**" refers to the website dedicated to the Hotel, accessible at the following address:

<https://www.hotelcarlina.com/fr/>

<https://www.hotel-montvallon.com/fr/>

<https://www.lastragale.com/fr/>

<https://www.hotellamandarine.com/fr/>

<https://www.hotel-suffren.com/fr/>

## ARTICLE 2 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to all purchases of Services offered by the Hotel to consumers and non-professional customers on the Hotel's Internet Site, but also in the event of reservations made directly with the Hotel.

The main characteristics of the Services are presented on the Hotel's Internet Site and directly at the Hotel.

It is the Customer's responsibility to familiarize himself/herself with them before making a reservation. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions of Sale shall apply for as long as they are available at the Hotel and for as long as the services offered by the Hotel are available online on the Hotel's website.

The Hotel reserves the right to add to or amend these Terms and Conditions at any time by publishing a new version on the Hotel's Web site, which shall automatically apply as soon as it is published online.

The General Terms and Conditions of Sale applicable are those in force on the date of reservation by the Customer, and which appear in the Confirmation Email received by the Customer.

The Customer declares :

- that he/she has full legal capacity to enter into commitments hereunder,
- Book Services for his/her personal needs. In this respect, each Customer may not reserve, for his/her personal needs, more than 65 rooms and suites at the Carlina hotel, 88 rooms and suites at the Mont Vallon hotel, 54 rooms, suites or villas at the Domaine de l'Astragale hotel, 44 rooms and suites at the La Mandarine hotel, 30 rooms and suites at the Le Suffren hotel, where applicable, per reservation, which the Customer expressly acknowledges and accepts.

These General Terms and Conditions apply to the exclusion of all other terms and conditions, in particular those applicable to other sales channels for Services.

The Customer is hereby informed that the Hotel enters into partnership agreements with third-party travel service providers in order to enable the Customer to search for, select and book Hotel Services by using the services offered by these partners on their Internet sites. Any reservation of Services made under these conditions implies the Customer's full and unreserved consultation and acceptance of the service provider's special conditions and these General Terms and Conditions of Sale. The Customer declares that he/she has obtained all necessary information from the Hotel, which is available from the Hotel or on the Hotel's website.

These General Terms and Conditions of Sale are accessible at all times within the Hotel and on the Hotel's Internet site and shall prevail, where applicable, over any other version or any other contradictory document.

In the absence of proof to the contrary, the data recorded in the Provider's computer system constitutes proof of all transactions entered into with the Customer. Thus, the entry of banking information, acceptance of the General Terms and Conditions of Sale or the Reservation Request, has the same value between the Hotel and the Customer as a handwritten signature on paper made directly at the Hotel. The computerized records stored in the Hotel's computer systems shall be kept under reasonable security conditions and shall be considered as proof of communication, order and payment between the Hotel and the Customer.

The Hotel will keep the written record of the conclusion of the contract in electronic or paper format for a maximum of 5 years.

The Customer is informed that his/her IP address is recorded at the time of booking.

The Customer declares that he/she has read these General Terms and Conditions of Sale and accepts them, without restriction or reservation, by :

- ticking the appropriate box before proceeding with the online booking procedure, as well as the general conditions of use of the Hotel's website;
- ticking the appropriate box on the reservation form to be completed directly at the Hotel on the Customer's arrival.

### **ARTICLE 3 - RESERVATION TERMS & CONDITIONS**

3.1. The Customer chooses the Services he/she wishes to book at the Hotel and/or on the Hotel's Website, i.e. :

- the date of their stay
- the category of room and/or villa, if applicable,
- the number of people wishing to benefit from this stay,
- the price per night,
- any additional services, such as breakfast or catering (except when included in the price mentioned in the previous point).

By selecting these Services, the Customer formalises a Reservation Request.

Once these Services have been selected, the Customer accepts the General Terms and Conditions of Sale, by :

- ticking the appropriate box before proceeding with the online booking procedure, and accepting the general terms and conditions of use of the Hotel's website;
- ticking the appropriate box on the reservation form to be completed directly at the Hotel on the Customer's arrival.

Following this step, the Reservation Request is sent to the Hotel, and in return a Confirmation Email is sent to the Customer, whether the latter has made his reservation at the Hotel or on the Internet Site.

This e-mail is in French or in English and constitutes proof of the service contract between the Hotel and the Customer.

The Services selected are summarized in the Confirmation Email, and constitute the Special Conditions applicable to the contractual relationship established between the Hotel and the Customer.

These Special Conditions are associated with the General Terms and Conditions of Sale applicable at the time of the Customer's reservation. These General Terms and Conditions of Sale are also included in the Confirmation Email.

When a reservation is made directly with the Hotel, the Customer may check the Confirmation Email and request that it be corrected if it does not correspond to the reservation made.

When the reservation is made on the website, the Customer checks the details of the Confirmation Email. The Customer may correct any errors before confirming acceptance, in accordance with the provisions of article 1127-2 of the French Civil Code.

The sale of Services will only be considered definitive once the Confirmation Email has been sent to the Customer by e-mail, and once the Hotel has received the full price of the Service.

The Customer acknowledges that he/she is aware of the nature, purpose and reservation terms of the Services offered by the Hotel, and that he/she has requested and obtained the information required to make a reservation with full knowledge of the facts. The Customer is solely responsible for his or her choice of Services and their suitability for his or her needs, and the Hotel cannot be held liable in this respect.

Any reservation made on the Hotel's Internet Site constitutes the formation of a contract concluded remotely between the Customer and the Hotel.

3.2. The Hotel reserves the right to cancel or refuse any reservation from a Customer with whom there is a dispute over payment of a previous reservation.

Each reservation is nominative and may not be transferred to a third party under any circumstances.

### 3.3. Cancellation of a reservation

The Hotel must be informed of any cancellation by the Customer, by any written means (in particular e-mail, registered letter with acknowledgement of receipt).

Cancellation of a reservation may be made free of charge, with any sums already paid by the Customer being reimbursed, if such cancellation is made thirty (30) days prior to the date of stay. This does not concern non-refundable reservations.

Failing this, if any sums have already been paid by the Customer, the Hotel will retain them as compensation. The same shall apply in the event of the Customer's failure to show up on the scheduled date of arrival. At the same time, the Hotel reserves the right to reserve the room or villa for any other customer wishing to reserve it.

### 3.4. Cancellation by the Hotel

The Hotel Web Site may contain technical, typographical or other inaccuracies or errors in connection with the information displayed on the Hotel Web Site, including, without limitation, rates, charges or availability of certain overnight accommodations within the Hotel.

The Hotel accepts no liability for any such errors, inaccuracies or omissions. The Hotel reserves the right not to honor reservations or information affected by such errors, inaccuracies or omissions.

The Hotel may make any changes, corrections, cancellations and/or improvements to the information or reservations based on such information at any time, including after the Customer has received the Reservation Confirmation e-mail.

### 3.5. Modification of a reservation

The Customer may at any time request the Hotel to modify his/her reservation, following the same procedure as for cancellations under article 3.3 above.

However, any change to a reservation, whether it involves a shortened stay, a change in the date of stay, a different number of people than that specified at the time of booking, or any other modification to the initial reservation, will incur the same charges as in the case of cancellation, as set out in article 3.3 above.

The customer may take out an insurance policy to cover all cancellation costs as per articles 3.3 to 3.5 above.

## ARTICLE 4 – RATES

Rates are indicated before and at the time of booking by the Customer. They correspond to a Hotel Service, i.e. the reservation of a room and/or villas for an accommodation service, during a stay whose dates are predetermined by the Customer.

The other incidentals and/or catering Services offered by the Hotel are provided at the rates in force as posted at the Hotel and on the Hotel's website at the time the Customer's reservation is recorded by the Hotel.

At the time of booking, the total price of the Services selected by the Customer, which includes the price of the Hotel Service, and the price of any other Services, or catering, chosen in addition, appears in the Confirmation Email.

The rates take into account any discounts granted by the Hotel under the conditions specified within the Hotel and/or on the Hotel's website.

These rates are firm and non-revisable during their period of validity, as indicated within the Hotel and on the Hotel's website. Outside this period of validity, the Hotel reserves the right to modify prices at any time. The Customer may

not obtain a discount on any promotional offers introduced by the Hotel for the same period as that already booked by the Customer.

Rates are confirmed to the Customer in the Hotel's commercial currency and include VAT (excluding city tax).

They include VAT at the rate applicable on the day of booking; any change in the applicable VAT rate will automatically be reflected in the rates indicated on the Customer's invoice date. The same will apply to any modification or introduction of new legal or regulatory taxes imposed by the competent authorities.

Rates do not include the city tax, which can be paid directly to the Hotel, which the Customer acknowledges and accepts, and hereby undertakes to pay without dispute or reservation.

The payment requested from the Customer corresponds to the total amount of the purchase, with the exception of this city tax and any services that the Customer subscribes to during his/her stay at the Hotel.

Unless otherwise stated on the website, the rates displayed are those relating to the Hotel Service only, and do not include rates for ancillary Services and/or Catering.

In the event that ancillary services (such as breakfast, for example) are included in the rate paid by the Customer, the Customer is informed that this rate is made up of inseparable elements and that in the event of non-use of certain services by the Customer (for example, no show during breakfast), the Customer will not be entitled to reimbursement.

Conversion into foreign currency is given for information only and is non-contractual. The Hotel cannot be held responsible for any change in the exchange rate between the foreign currency and the local currency of the Hotel indicated on the day of booking and actually paid during the Customer's stay. The Customer alone shall be liable for any charges that may be applied for such currency conversion.

## **ARTICLE 5 - PAYMENT TERMS**

### **5.1. Advance booking of the stay on the Internet**

In the event of special conditions or rates mentioning a compulsory prepayment on the day of booking, the total price of the stay is payable in cash, by secure payment, i.e. :

- via the secure link provided by the Hotel as part of the Confirmation Email received by the Customer. This e-mail mentions the total amount of the payment to be made for the reservation;
- by bank transfer, euros (€) only. Customers wishing to pay for their stay by bank transfer should contact the Hotel, which will send them their RIB / IBAN. The Customer will then have a period of five (5) days following the reservation request to pay the full price of the stay.

The Hotel cannot be held responsible for any additional charges levied by banking institutions for the method of payment chosen by the Customer.

In the event of payment by bank transfer, the Customer must :

- ➔ ensure that their name and dates of stay are specified on the transfer order;
- ➔ send the Hotel confirmation of payment issued by the Customer's bank.

All payments made by the Customer will only be considered final once the amounts due to the Hotel have been received.

If payment is not received by the due date, the Hotel will no longer be obliged to guarantee the reservation requested by the Customer, and in particular the availability of the service booked by the Customer, and will be released from all obligations towards the Customer.

The same shall apply if the payment made by the Customer is not completed within the time limit, for whatever reason (opposition, refusal by the issuing center, etc.). The Customer will then be informed of the incident by the Hotel.

If payment is made via the Hotel's Internet site, payment data is exchanged in encrypted mode using SSL protocol.

Customers must present themselves at the Hotel with :

- identification,
- credit card.

both documents must be made out in the same name and surname(s).

An imprint of the customer's credit card will be taken in order to guarantee the consumption of Services during the stay, as well as any damage caused by the Customer.

#### 5.2 In the event of reservation and payment on site on the date of stay

In principle, the price is payable in full by credit card imprint. This imprint guarantees full payment for the Services to be used during the stay, as well as any damage caused by the Customer. At the end of the stay, the total amount of the Services and any damages will be debited from the Customer's credit card.

If the Customer so wishes, he/she may pay for the stay in cash or by bank transfer on arrival at the Hotel, instead of by credit card.

The Hotel cannot be held responsible for any additional charges levied by banks for the method of payment chosen by the Customer.

In the event of payment by bank transfer, the Customer must :

- ➔ ensure that their name and dates of stay are specified on the transfer order;
- ➔ send the Hotel confirmation of payment issued by the Customer's bank.

Any payment made by the Customer will not be considered final until the amounts due to the Hotel have been received.

In the event that the payment of the stay cannot be completed, for whatever reason (opposition, refusal by the issuing center, etc.), the Hotel will no longer be obliged to guarantee the reservation requested by the Customer, and will be released from any commitment. The Customer will then be informed of the incident and its consequences by the Hotel.

## ARTICLE 6 - SUPPLY OF SERVICES

### 6.1. Services offered by the Hotel

The services offered by the Hotel to the Customer are as follows:

- The hotel service, which is an accommodation service comprising the provision of one or more rooms, for a number of nights fixed at the time of reservation, and for dates of stay also fixed at the time of reservation;
- Services ancillary to the hotel service, such as, but not limited to, breakfast, ordering a bottle of champagne, a bouquet of flowers, an in-room meal, concierge services, a massage or a relaxing moment at the SPA;
- Restaurant services refer to the food and beverage offered by the Hotel's restaurant.

### 6.2. Room and/or villa availability

Unless expressly agreed otherwise, the room and/or, where applicable, the villa, will be made available to the Customer on the day of arrival at 4 pm and the Customer will leave the room and/or, where applicable, the villa, on the day of departure at 11 am. Failing this, the Customer will be billed for an additional night's stay.

Customers must check their departure date.

In the event of early departure, as provided for in article 3.5 above, the full amount of the stay will remain payable by the Customer.

The Service Provider undertakes to use its best efforts to provide the Services booked by the Customer, on a best-efforts basis.

The Customer shall have a period of eight (8) days from the date of departure from the Hotel in which to express any reservations or complaints concerning the provision of the Services in writing to the Hotel, together with all relevant supporting documents.

No claim will be validly accepted if the Customer fails to comply with these deadlines.

In the absence of reservations or complaints expressly made within this time limit by the Customer upon receipt of the Services, the latter shall be deemed to conform to the reservation.

## 6.2. Registration card

Upon arrival at the Hotel, the Customer must complete a registration card. The Customer will check the accuracy of the pre-filled information and sign the registration card upon arrival.

## 6.3. Customer's relocation

In the event of an exceptional event, force majeure or the impossibility of making the reserved room and/or Villa available to the Customer, the Hotel reserves the right to accommodate the Customer in whole or in part in a hotel of an equivalent category offering similar services. To do so, the Hotel must first obtain the Customer's agreement.

The additional cost of the new reservation, transportation between the two hotels and all other costs incurred in order to provide accommodation in another establishment shall be borne by the hotel initially reserved, which is obliged to do so.

## 6.4. Non-smoking areas

The Hotel is an entirely non-smoking area. The Customer will be held responsible for any direct and/or indirect consequential damage resulting from smoking in the Hotel. The Customer shall therefore be liable for the full cost of cleaning and restoring the damaged item or area to its original condition.

## 6.5. Pets

At the discretion of each Hotel, certain pets are allowed under certain conditions, posted in the lobby of the establishment.

When admitted, pets must be kept on a leash or in a cage in the common areas of the hotel, and are subject to a supplement.

For hygiene reasons, pets are not allowed in the dining rooms, at the hotel swimming pool or on the beach.

It is also forbidden to leave pets alone in the room, or unattended, when the Customer who owns them is outside the Hotel.

The Customer must ensure that :

- their pets do not damage the room or its furnishings;
- their pet respects the peace and quiet of the establishment at all times.

#### 6.6 Swimming pool

Conditions of access to the swimming pool are posted in the hotel. A parent or responsible adult must be present to supervise children's swimming.

Rules relating to the peace and safety of Guests are specific to each Hotel, and are posted in the Hotel concerned.

#### 6.7 Children

Children must be supervised by their parents or a responsible adult. The Customer also undertakes to ensure that children under his/her responsibility respect the quiet of the establishment at all times.

#### 6.8. Personal belongings

The Customer undertakes to use the Hotel's central safe for all valuables and sums of money of a value equal to or greater than one thousand (1000) €. All valuables and sums of money below this amount must be deposited in the safe of the rented room or villa.

#### 6.9. Use of the room and/or villa

The Customer agrees and undertakes to use the room and/or villa with due care and attention. Any behavior contrary to good morals and public order will lead the Hotel to ask the Customer to leave the establishment without any compensation and/or without any reimbursement if payment has already been made. If no payment has yet been made, the Customer must pay the price of the nights consumed before leaving the establishment.

The Customer shall be held liable for all direct and/or indirect, consequential damage caused by him/her in the room and/or villa reserved and/or which he/she may cause within the Hotel. Consequently, he/she undertakes to compensate the Hotel for the amount of the said damage, without prejudice to any damages and interest that may be due, procedural and legal costs incurred by the Hotel.

#### 6.10. Internet access

WIFI access (with or without a charge) enabling customers to connect to the Internet may be offered in accordance with the Hotel's current policy. The Customer undertakes to comply with the security policy of the Hotel's Internet service provider and to ensure that the computer resources made available by the Hotel are not used in any way for the purpose of reproducing, representing, making available or communicating to the public works or objects protected by copyright or related rights. Should the Customer fail to comply with this obligation, he/she shall be held solely responsible for any offences committed, and the Hotel shall not be held liable in this respect.

### **ARTICLE 7 – PRE-AUTHORISATION PROCEDURE**

At the beginning of his/her stay, the Customer will allow the Hotel to take an imprint of his/her bank card. This imprint will be used to guarantee payment for Services consumed during the stay, as well as for any damage caused to the room or, more generally, to the Hotel.

For the purposes of this guarantee, the Hotel will take the Customer's credit card imprint on arrival for a minimum amount of two hundred (200) €, and up to fifty (50) percent (%) of the total price of the stay.

At the end of the stay, the total cost of the services consumed during the stay will be debited from the said credit card. The same applies to the total cost of any damage for which the Customer is responsible.

In the absence of a bank imprint taken at the beginning of the stay, an invoice showing the total cost of Services consumed, and damage caused, will be sent to the Customer for payment.

#### **ARTICLE 8 - LIABILITY FOR DAMAGE CAUSED BY THE CUSTOMER**

During the stay, the Customer is responsible for the room and its furnishings.

The room is presumed to be in good condition on the day the Customer takes possession of it.

Any Customer who fails to declare damage to the room within the hour will automatically be held responsible for such damage, and will be required to compensate the Hotel for the amount of the damage.

The Customer will also be liable for damage caused outside the room and in the common areas of the Hotel.

Any damage caused by the Customer will be charged to the Customer's credit card once the Hotel has taken the Customer's credit card imprint.

Otherwise, the amount of the damage will appear on an invoice sent to the Customer for payment.

#### **ARTICLE 9 - WITHDRAWAL RIGHT**

In accordance with article L 221-28 12° of the French Consumer Code, the Customer does not have the right of withdrawal provided for in article L 221-18 of the French Consumer Code, given the nature of the services provided.

The contract is therefore definitively concluded as soon as the Customer requests a reservation in accordance with the terms and conditions specified in these General Terms and Conditions of Sale.

#### **ARTICLE 10 - PERSONAL DATA**

The Hotel Guest accepts that the personal data collected will be processed by Hôtel Carlina, Hôtel Mont Vallon, Hôtel Le Domaine de l'Astragale, Hôtel La Mandarine, Hôtel Le Suffren, represented by SAS GROUPE DRODE ET COMPAGNIE, its President.

This processing is based on :

- the need to collect the Data concerned for the conclusion, and execution, of the contract concluded as a result of the Customer's acceptance of these GTC;
- the purposes described below.

The Personal Data collected includes the following: The Customer's first and last name, or company name, address, e-mail address and telephone number, as well as any bank details.

Only the Hotel is responsible for this processing, and is the recipient of this data.

The Hotel processes personal data for the purpose of managing its service, customer relations and the promotion of its service.

The data collected will be kept for the time required to fulfill the contract concluded between the Hotel and the Customer, as well as for a period of 5 years for non-accounting data and 10 years for accounting data.

The Customer has the right to query, access, limit the processing of, rectify or delete his or her data, as well as the right to data portability.

Customers also have the right to object to, and withdraw their consent to, the processing of their Personal Data at any time.

The Customer may exercise these rights by sending a written request to the following address :

SAS GROUPE DRODE ET COMPAGNIE  
50 rue de la République  
69002 Lyon  
France

These rights may also be exercised by e-mail to the following address:

[message@hotelcarlina.com](mailto:message@hotelcarlina.com)  
[message@hotel-montvallon.com](mailto:message@hotel-montvallon.com)  
[message@lastragale.com](mailto:message@lastragale.com)  
[message@hotellamandarine.com](mailto:message@hotellamandarine.com)  
[contact@hotel-suffren.com](mailto:contact@hotel-suffren.com)

If the request has not been accepted, the Customer may decide to lodge a complaint with the Commission Nationale de l'Informatique et des libertés (CNIL).

#### **ARTICLE 11 - UNFORESEEABILITY**

The present General Terms and Conditions of Sale expressly exclude the legal regime of unforeseeability provided for in article 1195 of the French Civil Code. Accordingly, the Hotel and the Customer, each insofar as they are concerned, waive the right to avail themselves of the provisions of article 1195 of the French Civil Code and of the unforeseeable circumstances provided for therein, and undertake to assume their obligations even if the contractual balance is upset by circumstances which were unforeseeable when the contract was concluded, even if their performance proves excessively onerous, and to bear all the economic and financial consequences thereof.

#### **ARTICLE 12 - FORCE MAJEURE**

The Parties shall not be held liable if the non-performance or delay in performance of any of their obligations, as described herein, is due to force majeure, as defined in article 1218 of the French Civil Code.

It is however agreed that, in addition to the cases of force majeure defined in article 1218 of the French Civil Code, the following events will be considered as cases of force majeure, namely

- the administrative closure of the Hotel, the place of performance of the contract, imposed by the competent authorities, for a reason relating in particular, and without this definition being exhaustive, to the appearance, spread and/or active circulation of an epidemic, for the entire duration of the reservation;
- any objective difficulty in organizing the Hotel, resulting from the spread or active circulation of an epidemic, at local and/or national level, and/or from measures prohibiting or limiting travel, taken by the competent authorities, involving in particular and without this list being exhaustive, the impossibility for the Hotel's employees to travel, the exercise by the Hotel's employees of their right to withdraw, the non-performance, by the Hotel's suppliers and/or service providers, of services essential to the stay, making it impossible to welcome and accommodate the Customer in the Hotel, for the entire duration of the reservation;
- an order issued by the administrative authorities prohibiting the public from entering the Hotel and/or nearby businesses for any reason, particularly for health reasons, on the Customer's reservation dates.

The Hotel or the Customer, as the case may be, will notify its co-contractor as soon as possible of the impossibility of fulfilling its contractual obligations due to force majeure.

The cancellation of a reservation due to force majeure is not subject to any charges invoiced by the Hotel. Any sums already paid by the Customer will be refunded by the Hotel within sixty (60) days of notification of the impossibility of performing the contractual obligations due to force majeure.

The Hotel may not be held liable in the event of cancellation or postponement resulting from force majeure.

Events of personal convenience are not considered as force majeure.

### **ARTICLE 13 - VARIOUS PROVISIONS**

These General Terms and Conditions of Sale, the Customer's Reservation Request and the Reservation Confirmation e-mail sent to the Customer by the Hotel constitute the entire agreement between the parties within the limits of its purpose. They consequently replace and cancel, within this limit, any prior verbal or written agreement.

No tolerance, whatever its nature, scope, duration or frequency, may be considered as creating any right whatsoever and may not lead to limiting in any way whatsoever the possibility of invoking each of the clauses of these General Terms and Conditions of Sale, at any time, without any restriction whatsoever.

Any clause of these General Terms and Conditions of Sale which may be declared null and void or illegal by a court of law shall be rendered ineffective, but its nullity shall not affect the other stipulations, nor the validity of the General Terms and Conditions of Sale as a whole or their legal effect.

### **ARTICLE 14 - APPLICABLE LAW - LANGUAGE**

The present General Terms and Conditions of Sale and the operations arising therefrom are governed by and subject to French law.

These General Terms and Conditions of Sale are initially written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

### **ARTICLE 15 - DISPUTES**

All disputes arising from contracts concluded in application of these General Terms and Conditions of Sale, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot be resolved between the Hotel and the Customer, shall be submitted to the competent courts under the conditions of common law.

The Customer is hereby informed that he/she may in any event have recourse to conventional mediation, in particular with the Consumer Mediation Commission, or to any other alternative dispute resolution method in the event of a dispute.

### **ARTICLE 16 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges having been informed, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information listed in article L. 221-5 of the French Consumer Code, prior to making a reservation and concluding the contract.

The fact that an individual or legal entity makes a reservation on the Hotel's Internet site implies full acceptance of these General Terms and Conditions of Sale and the obligation to pay for the Services ordered, which is expressly

recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Hotel.