

## GENERAL TERMS AND CONDITIONS

*As of 7 April 2023*

### Article 1 – DEFINITIONS

The terms defined below shall have the following meanings in these general terms of service:

**"Customer(s)":** refers to any natural person who is of legal age and has full legal capacity to enter into commitments under these General Terms and Conditions, for personal purposes that do not fall within the scope of their commercial, industrial, craft, liberal or agricultural activity.

**"General Terms and Conditions":** refers to these general terms and conditions for the provision of services by Les Domaines de Fontenille Hotels, as well as their appendices, which form an integral part thereof.

**"Tariff Conditions":** refers to all the prices of the Services offered by the Hotels to their Customers.

**"Booking Confirmation":** means the document summarising the details of the Booking made by the Customer, either sent via the website or sent by the Hotel directly to the Customer.

**"The Hotel(s)"** refers to the hotel(s) operated by the company "Les Domaines de Fontenille":

- Domaine de Primard – west of Paris (France)
- Domaine de Fontenille – Luberon (France)
- Les Bords de Mer – Marseille (France)
- Les Hortensias du Lac – Hossegor (France)
- 70 Hectares... & l'Océan - Seignosse (France)
- Santa Ponsa – Menorca (Spain)
- Torre Vella – Menorca (Spain)
- Les Hautes Mers – Ile d'Yeu (France)
- Pieve Aldina – Radda in Chianti (Italy).

**"Les Domaines de Fontenille":** refers to the simplified joint stock company, with capital of 48,597,020 euros, operating in the field of fund management, whose registered office is located at Domaine de Fontenille - 84360 Lauris, France, registered in the Avignon Trade and Companies Register. under the unique identification number 798 361 184. Its unique VAT identification number is FR13798361184 and its customer service can be reached by e-mail at the following address [contact@lesdomainesdefontenille.com](mailto:contact@lesdomainesdefontenille.com).

**"Party(ies)":** refers separately or jointly to Les Domaines de Fontenille and the Customer.

**"Privacy Policy":** refers to the document which sets out the commitments of Les Domaines de Fontenille with regard to the processing of Clients' personal data in the context of a Booking, a holiday or a contact form.

**"House Rules":** refers to the rules of conduct that the Customer shall observe within the Hotels.

**"Booking"**: refers to any request made by the Customer for Accommodation and/or Additional Services.

**"Remote Booking"**: refers to the Booking made by the Customer on the [www.lesdomainesdefontenille.com](http://www.lesdomainesdefontenille.com) website, directly in person at the Hotel reception or by e-mail to the address or by telephone to the following addresses:

- Domaine de Primard – west of Paris ; [reservations@domainedeprimard.com](mailto:reservations@domainedeprimard.com) and +33 2 36 58 10 08 ;
- Domaine de Fontenille – Luberon ; [reservations@domainedefontenille.com](mailto:reservations@domainedefontenille.com) and +33 4 13 98 00 00 ;
- Les Bords de Mer – Marseille; [reservations@lesbordsdemer.com](mailto:reservations@lesbordsdemer.com) and +33 4 13 94 34 00 ;
- Les Hortensias du Lac – Hossegor; [reception@leshortensiasdulac.com](mailto:reception@leshortensiasdulac.com) and +33 5 58 43 99 00;
- 70 Hectares... & l'Océan - Seignosse; [reservations@70hectares.com](mailto:reservations@70hectares.com) and +33 5 58 45 76 16;
- Santa Ponsa – Menorca; [receptions@fontenillemenorca.com](mailto:receptions@fontenillemenorca.com) and +34 971 372 352.
- Torre Vella– Menorca; [receptiontv@fontenillemenorca.com](mailto:receptiontv@fontenillemenorca.com) and +34 971 217 409;
- Les Hautes Mers – Ile d'Yeu : [reservations@leshautesmer.com](mailto:reservations@leshautesmer.com) and +33 2 51 37 01 12 ;
- Pieve Aldina – Radda in Chianti. [reservations@pievealdina.com](mailto:reservations@pievealdina.com) and +39 0577 1911511.

**"Physical booking"**: refers to the Booking made by the Customer directly at the Hotel reception desk with the Hotel's employees.

**"Services"**: refers to the Complementary Services and Hosting Services.

**"Complementary Services"**: refers to the service or services that are complementary to the Accommodation Services, such as, for example, a requested breakfast, lunch or dinner or a request for a spa booking. This list is non-exhaustive. Services vary depending on the hotel chosen.

**"Accommodation Services"**: refers to the service(s) of booking hotel room(s) and/or more generally accommodation(s) made remotely by the Customer on Les Domaines de Fontenille website, by e-mail or by telephone.

**"Website"**: means the website accessible at [www.lesdomainesdefontenille.com](http://www.lesdomainesdefontenille.com) and published by Les Domaines de Fontenille, hosted by SAS WIHP, a simplified joint stock company, registered in the Paris Trade and Companies Register under number 509 986 188, head office at 77 rue du Faubourg Saint-Antoine, 75011 Paris.

**THESE GENERAL TERMS AND CONDITIONS OF SALE APPLY TO ALL BOOKINGS MADE BY AN INDIVIDUAL CUSTOMER IN HOTELS BELONGING TO THE LES DOMAINES DE FONTENILLE GROUP.**

## **Article 2 - PURPOSE AND GENERAL PRINCIPLES**

**2.1** The purpose of these General Terms and Conditions is to define the terms and conditions under which Les Domaines de Fontenille allows Customers to avail of all of the Accommodation Services and/or all of the Complementary Services within the Hotels. Les Domaines de Fontenille reserves the

right to depart from the General Terms and Conditions by negotiating special terms and conditions with its Customers.

**2.2** By making a booking for accommodation services and/or additional services provided by the hotels, the Customer acknowledges and fully accepts these General Terms and Conditions without any bookings or exceptions. The Customer affirms that they have received all the necessary and available information from Les Domaines de Fontenille to proceed with the booking of accommodation and/or complementary services.

The General Terms and Conditions of Sale specifically apply to the offer, booking, and order of Accommodation Services and/or Complementary Services offered by Les Domaines de Fontenille. They do not extend to services offered by other entities or on other internet sites and/or mobile applications. Les Domaines de Fontenille cannot be held responsible for any bookings made by third parties under any circumstances.

**2.4** In any case, the version of the terms and conditions applicable to the Customer is the one in effect on the date of the booking.

**2.5** The Hotels reserve the right to adapt, modify or supplement, at any time, all or part of these General Terms and Conditions and to agree special terms with the Customer. In any case, the version of the terms and conditions applicable to the Customer is the one in effect on the date of the booking. Customers are advised to regularly review the General Terms and Conditions for any updates or changes.

**2.6** The decision to not exercise any right or requirement stipulated in the General Terms and Conditions, at any given time, does not imply a modification of the General Terms and Conditions. Furthermore, it does not constitute an explicit or implicit waiver of the right to exercise that specific right in the future or the right to insist on the strict fulfilment of the commitments made under the General Terms and Conditions.

**2.7** If any provision of these General Terms and Conditions is deemed null and void or illegal by a court decision, that specific clause will be considered invalid. However, such nullity will not impact the remaining provisions of the General Terms and Conditions, and the validity and legal effect of the General Terms and Conditions as a whole will remain unaffected.

**2.8** The data recorded in the computer system of Les Domaines de Fontenille serves as evidence for all transactions carried out with the Customer. Therefore, the Booking, input of bank details, acceptance of the General Terms and Conditions, Pricing Terms and Conditions, and Privacy Policy by both Les Domaines de Fontenille and the Customer hold the same legal significance as a handwritten signature on paper. The computerized records stored in the computer systems of Les Domaines de Fontenille will be securely maintained and considered as evidence of communication, orders, and payments made between Les Domaines de Fontenille and the Customer.

### **Article 3 - PRE-CONTRACTUAL INFORMATION**

**3.1** Before making a Booking and entering into the contract, the Customer acknowledges that they have been provided with these General Terms and Conditions in a clear and understandable manner. Additionally, they have received all the information required by article L. 221-5 of the French Consumer Code, which includes the following details:

- The main characteristics of the Services, given the communication medium used and the Service concerned; - The price of the Services and related costs;
- If the contract does not involve immediate performance, the Customer has been informed of the specific date or deadline by which the Service Provider commits to providing the ordered Services.
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context ;
- Information relating to legal and contractual guarantees and how they are implemented ;
- Digital content functionalities and, where applicable, interoperability ;
- Information on the possibility of recourse to conventional mediation in the event of a dispute;
- Information on the right of withdrawal and the terms of cancellation and other important contractual conditions.
- Methods of payment accepted.

**3.2** By making a booking on the Internet site, a natural person or legal entity acknowledges and fully accepts these General Terms and Conditions without any Bookings. This acceptance entails an obligation to pay for the ordered Services. The Customer explicitly recognizes this obligation and waives any right to rely on any conflicting document, which would be deemed unenforceable in this context.

## **Article 4 – SERVICE BOOKING**

### **4.1 Joint provisions**

**4.1.1** The Customer acknowledges being aware of the nature, purpose and terms and conditions of Bookings for the Services offered by the Hotels and having requested and obtained the information necessary to make a Booking with full knowledge of the facts. The Customer bears full responsibility for selecting the Services that meet their needs and ensuring their suitability. Consequently, the Hotel cannot be held accountable for any consequences arising from the Customer's choice of Services.

**4.1.2** The Customer shall confirm that all the information provided is truthful and accurate. They agree to promptly inform the Hotel of any errors or inaccuracies that may arise.

**4.1.3** A Booking is considered officially registered when the Customer fully accepts both these General Terms and Conditions and the Fare Conditions.

**4.1.4** The sale of Services is considered provisional until the Customer receives a Booking Confirmation via email, and the Hotel receives the corresponding deposit amount.

**4.1.5** The Hotels retain the right to cancel or reject any Booking made by a Customer involved in a payment dispute concerning a previous Booking.

**4.1.6** Each Booking is personal and cannot be transferred to a third party unless approved by Les Domaines de Fontenille.

**4.1.7** The Customer is allowed to make a maximum Booking of four (4) rooms on an individual basis. If the Customer wishes to make a Booking for more than four (4) rooms, they must contact Les Domaines

de Fontenille or the specific Hotel directly via email or telephone. It should be noted that for Bookings of five (5) rooms or more, the general group sales conditions may apply.

**4.1.8** Each Booking is personal and cannot be transferred to a third party.

**4.2 Specific provisions may apply depending on the type of Booking.**

The Customer has various options to make Bookings for Accommodation Services and/or Additional Services. These options include making Bookings remotely through the Website (4.2.1), via email (4.2.2), over the telephone (4.2.3), or in person (4.2.4).

**4.2.1 Remote booking on the website**

**4.2.1.1** Customers have the option to visit the Website and choose the Services they desire to book. The process is as follows:

- a. After clicking on the "Booking" tab, the Customer must choose the Hotel Torre Vella.
- b. They are required to provide the necessary details for their request, including the arrival date, departure date, the number of adults, children, infants, and any applicable promotional code. The Customer must then click on "Check availability".
- c. The website offers the customer a choice of rooms.
- d. The Customer shall select one or multiple rooms from the available offers. However, it should be noted that the Customer is limited to reserving a maximum of four (4) rooms.
- e. For each room, the Customer has the option to choose from the various offers provided by Domaines de Fontenille. Once the desired offer has been selected, they can proceed by clicking the "Choose" button.
- f. In the next step, the Customer has the opportunity to add one or more baby beds and select Complementary Services such as wine tasting, massage, meals, and more. Once the selections have been made, they can proceed by clicking on the "Reserve" button.
- g. The Customer is asked to indicate their preference regarding cancellation insurance and provide their contact details (title, surname, first name, email address, telephone number, postal address, and country of residence) in the Booking form. Additionally, the Customer can include any special requests they may have, although it should be noted that these requests cannot be guaranteed.
- h. Before finalizing the Booking, the Customer is required to read the General Terms and Conditions, Pricing Terms and Conditions, and Privacy Policy. To confirm their acceptance, they must tick the appropriate box indicating their agreement with these documents.
- i. Upon confirming the Booking, the Customer proceeds to enter their bank details for payment purposes. This includes providing the bank card number, cardholder's name, expiry date, and security code.
- j. The Customer completes the Booking.

**4.2.1.2** On the website, the Customer may check the details of their Booking and its total price and correct any errors before confirming their acceptance in accordance with Article 1127-2 of the French Civil Code.

**4.2.1.3** Any Booking made on the website represents the formation of a distance contract between the Customer and the Hotel.

**4.2.1.4** The website may occasionally feature special commercial offers exclusively available for certain Hotels. These offers can be accessed on the website itself and are not available on any other third-party websites, such as "Best Rate Guaranteed." Where applicable, Les Domaines de Fontenille

provides the Customer with the special conditions applicable to these offers at the time of booking. Les Domaines de Fontenille reserves the right to modify the commercial offers at any time. However, they are contractually obligated only to the Bookings that have been validated by the Customer and cannot be held liable for any modifications or withdrawals of commercial offers on the Site.

#### ***4.2.2 Bookings by telephone***

**4.2.2.1** The Customer can also make a Service Booking by telephone on the following number: +34 971 217 409.

**4.2.2.2** When a Booking is made over the telephone, the Hotels ensure that the Customer receives all the necessary information to make an informed choice and proceed with the Booking.

**4.2.2.3** Subsequently, the Hotels will send the Customer a quotation via email, which will include the General Terms and Conditions of Sale, the Privacy Policy, as well as the details and prices of the Services.

**4.2.2.4** If the Customer agrees with the terms and conditions stated in the quotation, they are required to confirm their Booking and return a copy of the quotation and the General Terms and Conditions of Sale to the Hotel, properly dated, signed, and marked as "Good for agreement."

#### ***4.2.3 Bookings by telephone***

**4.2.3.1** The Customer can also make a Service Booking by email at: [reservations@fontenillemenorca.com](mailto:reservations@fontenillemenorca.com).

**4.2.3.2** When a Booking is made over the telephone, the Hotels ensure that the Customer receives all the necessary information to make an informed choice and proceed with the Booking.

**4.2.3.3** Subsequently, the Hotels will send the Customer a quotation via email, which will include the General Terms and Conditions of Sale, the Privacy Policy, as well as the details and prices of the Services.

**4.2.3.4** If the Customer agrees with the terms and conditions stated in the quotation, they are required to confirm their Booking and return a copy of the quotation and the General Terms and Conditions of Sale to the Hotel, properly dated, signed, and marked as "Good for agreement."

#### ***4.2.4 Bookings made at the Hotels***

The Customer shall be able to go directly to the Hotel's reception desk and ask the Hotel's staff to make a Booking for Accommodation and/or Additional Services. The Hotel will present the available rooms that meet the Customer's requirements, taking into consideration factors such as the number of people, duration of stay, price range etc

### **Article 5 – TARIFFS**

**5.1** Prices are expressed in Euros, exclusive of tax ("HT") or inclusive of tax ("TTC"). Rates for Accommodation Services apply per room for the number of people and the date selected. Rates are confirmed to the Customer in the commercial currency of the Hotels and include VAT (excluding tourist tax).

**5.2** Prices include any discounts granted by the Hotels under the conditions specified on the website.

**5.3** These prices are firm and non-revisable during their period of validity and are displayed on the website. Les Domaines de Fontenille reserves the right, outside this period of validity, to change prices at any time.

**5.4** Prices include VAT applicable on the date of the Booking. Any change in the applicable rate of VAT will automatically be reflected in the prices indicated on the date of the invoice. The same will apply to any modification or introduction of new legal or regulatory taxes imposed by the competent Authorities.

**5.5** Rates do not include tourist tax, payable directly to the Hotel at the end of the stay, upon the Customer's departure.

**5.6** Unless otherwise stated on the website, Additional Services are not included in the price and are displayed separately.

**5.7** The conversion into foreign currencies is given for information only and is non-contractual. If a rate involves payment directly to the Hotel on the Customer's arrival or departure and the Customer's currency is not the same as the Hotel's currency, the Hotel's rate may differ from the rate communicated at the time of Booking, taking into account changes in the exchange rate between the date of Booking and the date of payment.

## **Article 6 – PAYMENT**

### **6.1 Payment of deposit**

**6.1.1** Unless there are specific conditions stated, the Customer is required to provide their bank card payment details for prepayment purposes. This prepayment generally amounts to 50% of the total Booking cost, excluding any charges related to Complementary Services, and is made prior to the stay. The amount of the deposit may vary, in the special conditions, depending on (i) the season and/or (ii) the location of the Hotel. This information shall be communicated to the Customer prior to the Booking.

**6.1.2** By express agreement, and in derogation of Articles L.214-1 et seq. of the French Consumer Code, this sum corresponds to a deposit and not a down payment.

**6.1.3** Bookings cannot be cancelled or modified, as described in article 7 "*Cancellation or Modification*" below.

**6.1.4** Online payment methods available and mentioned on the Website may include the following credit cards: Visa, MasterCard, AmericanExpress, DinersClub, Jcb.

**6.1.5** Payment data is exchanged in encrypted mode using SSL protocol.

### **6.2 Payment of balance**

**6.2.1** Unless there are specific conditions specified, the remaining balance of the Booking, including any charges for Complementary Services such as breakfast, SPA treatments, massages, etc., is typically payable at the end of the Customer's stay by credit card or bank transfer. Cheques and holiday vouchers are not accepted by the Hotels.

**6.2.2** The following credit cards are accepted by the Hotels: Visa, MasterCard, AmericanExpress, DinersClub, Jcb.

**6.2.3** Unless special conditions apply, in the event of cancellation or modification of the Booking by the Customer, for any reason whatsoever, the full amount of the Booking will be automatically forfeited to the Hotel and invoiced to the Customer. The same shall apply in the event that the Customer fails to arrive on the scheduled arrival date, as referred to in article 7.2 of the General Terms and Conditions.

### **6.3 Joint provisions**

**6.3.1** The Hotels reserve the right to ask the Customer to show proof of identity and/or any information relating to the Customer's identity in order to prevent credit card fraud.

**6.3.2** An invoice will be sent in electronic format to the email address provided by the Customer. If the Customer prefers to receive an invoice in a printed format, they need to explicitly request this from the Hotel.

## **Article 7 – CANCELLATION OR MODIFICATION**

**7.1** The Booking cannot be amended, cancelled, or reimbursed, except under special conditions or in the event of force majeure. Les Domaines de Fontenille will charge the full price of the stay. By making a Booking, the Client expressly authorises Les Domaines de Fontenille to proceed with the payment of the Booking.

**7.2** In the event of a "no show", i.e. a non-cancelled Booking for which the Customer has not shown up at the Hotel on the reserved day, Les Domaines de Fontenille reserves the right to contact the Customer by any means. If the Client fails to respond within 24 hours from the start date of the stay or does not provide a response at all, it will be considered as a cancellation by the Client. In such cases, the reserved night(s) will be released, and the Client will be liable to pay the total amount of the stay, including all the nights and additional services reserved. The Client will not have the right to reimbursement in such circumstances.

**7.3** As a matter of principle, the Hotel shall not be entitled to cancel the Customer's Booking. However, the Hotel may suspend its services or cancel the Booking (i) in the event of force majeure, (ii) in the event of a breach by the Customer of any of the provisions of the General Terms and Conditions.

**7.4** In some cases, the commercial offers on the Websites include special conditions for cancelling and amending Bookings. These are detailed in the special conditions included in the description of the offer.

**7.5** Should the holiday be interrupted, the full price agreed will be collected.

**7.6** Customers are advised to take out cancellation insurance. Should the Customer take out cancellation insurance, please refer to the terms and conditions of this contract.

**7.7** In accordance with Article L.221-28 of the French Consumer Code, the Customer does not have the right of withdrawal as stipulated in Article L.221-18 of the Consumer Code. This exception applies due to the nature of the Hosting Services provided, which are specific to a particular date or duration, and the nature of the Complementary Services, which involve the supply of clearly personalized goods or services that result in the Customer's obligation to pay and where the performance has commenced with the prior and explicit agreement of the Customer, who acknowledges the loss of their right of withdrawal.

## **Article 8 - SUPPLY OF SERVICES**



**8.1** The Services booked by the Customer, including the Accommodation Services and/or Additional Services, shall be provided in accordance with the following terms and conditions, on the terms and conditions set out in the General Terms and Conditions, supplemented by the Price List of which the Customer is aware and which he/she has accepted when making a remote Booking on the Website, by e-mail, by telephone or when making a physical Booking at the Hotel reception desk.

**8.2** As the Hotels are under a duty to use their best endeavours, they shall use their reasonable skill and care in providing the services booked by the Customer.

**8.3** Additional Services may be booked in advance on the Website, by e-mail or by telephone, or directly at the Hotel. The hotels do not guarantee the availability of these services. It is specified that these additional services do not constitute a tourist package with the accommodation services and will be the subject of an additional invoice. In any case, the complementary services are only optional and ancillary to the accommodation services and do not represent a significant part of the value of the combination of the two services, nor do they constitute an essential characteristic of the combination which precludes its qualification as a tourist package.

**8.4** On arrival, the Customer will be asked to present their identity document in person in order to ensure that they are required to present a Police Record. No photocopies or photographs of the identity card on any medium will be accepted. Should the Customer fail to present his/her identity card, the Hotels reserve the right not to provide all the Services booked by the Customer.

**8.5** Unless otherwise specified, the room will be made available to the client at 3.00pm on the day of arrival. The Customer is required to check out of the room by 12 noon on the day of their departure.

**8.6** In the event that the reserved room is not vacated by the required check-out time, the Customer may be subject to an additional night charge as a penalty. The penalty amount will be 50% of the room price until 3:00 pm, and 100% thereafter.

**8.7** The Hotels provide WIFI access to enable Customers to connect to the Internet. The Customer agrees to use the IT resources provided by the Hotel in a manner that does not involve reproducing, displaying, distributing, or publicly sharing copyrighted works or objects, including texts, images, photographs, music, videos, software, and video games, without obtaining the necessary authorization from the rights holders as stipulated in the Intellectual Property Code's Books I and II, where such authorization is required. Failure to comply with the aforementioned obligations may result in the Customer being held liable for copyright infringement, as stated in article L.335-3 of the French Intellectual Property Code. This offense is punishable by a fine of 300,000 euros and a prison sentence of up to three years. Additionally, the Customer is expected to adhere to the security policy of the Hotel's Internet access provider. This includes following the guidelines for utilizing the implemented security measures to prevent unauthorized use of IT resources. The Customer must refrain from engaging in any activities that compromise the effectiveness of these security measures.

**8.8** Dogs and cats are welcome in all Hotels, provided they are kept on a leash or in a cage while in the common areas of the establishment. For more detailed information on these conditions, the Customer is advised to directly contact the relevant Hotel. The Customer assumes full responsibility for their pet throughout the duration of their stay. For hygiene reasons, animals, except for dogs, are not permitted in the dining rooms.

## **Article 9 - ROOM CHANGE**

**9.1** In the case of an unforeseen event or if it becomes impossible to provide the reserved room to the Client due to force majeure, Les Domaines de Fontenille reserves the right to offer the Client accommodation in a hotel of comparable category, providing services of a similar nature. The Client will be informed in advance regarding this change.

**9.2** Any additional expenses incurred due to the relocation to another hotel of similar services will be covered by the originally booked Hotel. The Customer also has the option to decline the alternative accommodation offered and cancel their Booking. In such a case, the Customer will be entitled to an immediate refund of any deposits or payments made.

## **Article 10 – CUSTOMER'S LIABILITY**

**10.1** The Customer must comply with the Hotel's Internal Regulations.

**10.2** The Hotels are smoke-free areas. In addition to the penalties outlined in Article 10.8, the Customer will be held responsible for any direct or indirect consequential damages that may arise from smoking or vaping within the Hotel premises. Consequently, the Customer will bear complete responsibility for covering the entire expense associated with cleaning and restoring the damaged item or area back to its initial state.

**10.3** The Customer is expected to refrain from causing any disruptions to the Hotel's operations or compromising the safety of the Hotel or its occupants. Additionally, the Customer is required to behave in a manner consistent with public decency and order.

**10.4** The Customer agrees not to accommodate any guest in their room unless the guest's identity is clearly stated in the Accommodation Services Booking.

**10.5** The Customer agrees to maintain a peaceful and quiet environment for all Hotel Customers by refraining from creating any noise between the hours of 10 p.m. and 8 a.m.

**10.6** If the Customer fails to comply with the Rules and Regulations, particularly the obligations outlined in points 10.2 to 10.5 mentioned above, the Hotel reserves the right to request the Customer's immediate departure from the premises without any form of compensation or refund if payment has already been made. If payment has not yet been made, the Customer will be required to settle the full price of the stay, including the nights already used as well as the remaining nights that were booked but not yet utilized, before departing from the establishment.

**10.7** Every Customer, whether they make a Booking remotely or on-site, will be required to provide a deposit in the form of a credit card imprint. The purpose of this imprint is to pre-authorize the deposit amount without actually debiting the Customer's account. The deposit will only be utilized at the conclusion of the stay in the event of any necessary deductions for damages incurred or unpaid on-site services. However, it should be noted that the use of this deposit does not exclude the possibility of additional compensation if the costs exceed the deposit amount.

**10.8** The Customer assumes full responsibility for any direct and/or indirect damages caused by them in the booked room or within the Hotel premises. Therefore, the Customer agrees to indemnify Les Domaines de Fontenille for the amount of the damages incurred. This indemnification is without prejudice to any additional damages, interest, legal expenses, or attorney fees that may be incurred by Les Domaines de Fontenille. Les Domaines de Fontenille reserves the right to take any necessary actions to seek compensation for the suffered damage.

**10.9** The Customer will thus be liable, without this list being exhaustive, for payment of additional cleaning costs, reimbursement of the cost of broken or damaged objects and furniture and payment of the price of the room if the room is unavailable following damage caused by the Customer.

## **Article 11 - HOTEL LIABILITY**

**11.1** The Customer is obligated to ensure the proper safeguarding of any personal belongings they bring with them. Customers are specifically advised to obtain appropriate insurance coverage to protect valuable items during their stay.

**11.2** The Customer agrees to inform the Hotel if he/she has any valuable items in his/her possession and to store such valuables in the safe provided by the Hotel at the Management Office.

**11.3** In the event of loss of or damage to the Customer's personal property in the Customer's room or in the Hotel's private car park, the Hotel's liability shall be subject to the restrictions and limits set forth in articles 1953 and 1954 of the French Civil Code.

**11.4** If a Customer makes a claim for the loss or damage of their property inside or outside the Hotel, they must provide the necessary evidence to support their claim. In cases of theft, the Customer must file a complaint and provide supporting documentation such as proof of purchase (receipt, invoice) for the stolen item. In cases of damage, the Customer must provide evidence of the damaged item and any relevant proof of purchase or repair documentation. Failure to do so will result in the request not being considered by the Hotel.

**11.5** The Hotel Owner shall not be liable for any fault or negligence on the part of the Customer. The following elements, among others, can be regarded as constituting fault:

- The use of drugs and other illegal substances is strictly prohibited. In the event of any damage whatsoever due to the use or presence of these substances in the Hotels, the Hotel will not be held responsible.
- Neglecting to declare a valuable item to a Hotel staff member.
- Failing to deposit valuables in the Hotel safe.
- Displaying objects or goods in a manner that makes them visible to the public.
- Inviting unauthorized individuals into one's room or the Hotel premises.
- Leaving personal belongings unattended in common areas of the hotel.
- Failing to lock the room or car door.

This list is non-exhaustive.

## **Article 12 - HEALTH REGULATIONS**

**12.1** In adherence to prevailing health legislation and regulations, all the Domaines de Fontenille Hotels commit to adhering to the official rules and recommendations currently in effect. This commitment encompasses their services and is carried out in accordance with their health protocol.

**12.2** Les Domaines de Fontenille is dedicated to taking all necessary measures to safeguard and ensure the health and safety of its Customers, as well as its partners at large.

**12.3** Moreover, in the event that a Client, either independently or influenced by a third party, acts in contravention of the health protocol established by Les Domaines de Fontenille Hotels or violates any measures implemented by the Hotels to comply with the relevant health regulations, Les Domaines de Fontenille cannot be held responsible for any direct or indirect damages or consequences arising from such violations.

## **Article 13 - PRIVACY POLICY**

**13.1** Les Domaines de Fontenille gathers personal data of its Clients during the Booking process or when they contact the Hotel using the contact form. The data collected from Customers includes their title, surname(s), first name(s), postal address(es), telephone number, email address, and bank details. The information collected is used for a variety of purposes, including recording bookings, managing complaints and sending promotional offers to Customers. The legal basis for processing the collected data is both contract and consent.

**13.2** As the Data Controller, Les Domaines de Fontenille carries out automated processing of this data. The data collected will remain confidential and will only be used by Domaines de Fontenille. The data may be exclusively shared with subcontractors or provided to administrative or judicial authorities when necessary to fulfil the aforementioned purposes or to comply with any legal obligations.

**13.3** In compliance with the regulations governing the protection of personal data, Customers have the right to access, rectify, delete, transfer, restrict the processing of their data, and object to the processing of their data. Customers may exercise these rights by writing to the following postal address: Les Domaines de Fontenille, 15 avenue de l'Opéra, 75001 Paris, France or by email to the following email [contact@lesdomainesdefontenille.com](mailto:contact@lesdomainesdefontenille.com). If the Customer's rights regarding their personal data are not respected, they have the option to file a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés), the French data protection authority.

**13.4** The data is stored in accordance with the personal data storage policy. For more detailed information, the Customer can refer to the "Privacy Policy" section located at the bottom of the Website's page.

## **Article 14 – INTELLECTUAL PROPERTY - HOTEL IMAGE RIGHTS**

**14.1** The domain name, along with all the elements and content displayed on the Website, is the sole property of Les Domaines de Fontenille and is globally protected by copyright and intellectual property rights.

**14.2** Reproduction of any kind, including partial reproduction, of the aforementioned elements is strictly prohibited without the prior explicit authorization from Les Domaines de Fontenille. Similarly, their use is limited to strictly private purposes only. Any utilization or reproduction, whether partial or complete, of the portal's elements within a third-party website through inclusion processes, frames, inlining, or any similar methods is strictly prohibited.

**14.3** Any unauthorized reproduction or use of the mentioned elements constitutes a copyright infringement and is subject to legal consequences as stipulated by the Intellectual Property Code, without prior explicit authorization from Les Domaines de Fontenille.

**14.4** The Customer must obtain authorization from the Hotel for any use of their image, logos, photographs, and other distinctive signs associated with the Customer.

**14.5** Upon request from the Hotel, the Customer agrees to promptly remove any photographs or reports that could be harmful to the Customer's image.

**14.6** If the Customer intends to conduct a photo or video shoot, they are required to obtain the necessary image rights from all third parties depicted in the photographs or videos. This applies to each medium used, ensuring that the Hotel cannot be held liable in any circumstances.

#### **Article 15 – UNFORSEEN CIRCUMSTANCES**

If there is an unforeseeable change in circumstances that occurs after the contract is concluded, as outlined in Article 1195 of the Civil Code, the party that did not agree to bear the burden of excessively burdensome performance has the right to request contract renegotiation from the other party.

#### **Article 16 - FORCE MAJEURE**

**16.1** Force majeure refers to an unforeseeable, irresistible, and external event beyond the control of both the Customer and the Hotel Owner, which hinders the fulfilment of all or part of their obligations under the contract. The concept of force majeure encompasses events typically recognized by French courts and tribunals as cases of force majeure or fortuitous events.

**16.2** By way of example, without this list being exhaustive, the following would constitute cases of force majeure:

- Examples of force majeure events include climatic, meteorological, or natural phenomena that result in events like floods, earthquakes, tornadoes, or hurricanes.
- Fire in the Hotel;
- Force majeure events also include pandemic or bacteriological phenomena that lead to the widespread circulation of a virus or bacteriological risk across the national territory, classified as stage 3. Such events may result in the implementation of restrictive measures on the free movement of people and the closure of establishments open to the public.
- Force majeure events also encompass acts of terrorism or military incidents that lead to the implementation of restrictive measures on the free movement of people and the closure of establishments open to the public.
- Strikes or staff unavailability.

**16.3** By explicit agreement between the Parties, the following circumstances are not considered as force majeure events:

- Sickness or accident of the Customer, his/her spouse, ascendants or descendants;
- The impossibility of reaching the place of stay due to a strike or demonstration is not considered a force majeure event, as agreed upon by the Parties.

- The failure of the Customer to obtain a visa or residence permit, as well as the loss of their passport and/or other identification papers, is not regarded as a force majeure event, as mutually agreed upon by the Parties.

In all of these cases, the Customer is strongly encouraged to consider obtaining optional insurance.

**16.4** Neither Party shall be held accountable to the other Party for the non-performance or delay in fulfilling any of its obligations due to a force majeure event, as defined in accordance with Article 1218 of the French Civil Code. The Party experiencing the force majeure event must promptly notify the other Party of its inability to fulfil its obligations and provide a proper justification. The temporary suspension of obligations, as a result of force majeure, shall not be considered a breach of the respective obligations, nor shall it give rise to any liability for non-performance or the payment of damages or penalties for delay.

**16.5** If the force majeure event is temporary and does not exceed a duration of SEVEN (7) days, the performance of the obligations is suspended during this period. Once the cause of the suspension is resolved, the Parties will make all necessary efforts to resume normal performance of their contractual obligations promptly. The Party that was unable to fulfil its obligations due to force majeure must notify the other Party of the resumption of its obligations through registered mail with acknowledgment of receipt or any other formal means. However, if the force majeure event is definitive or persists beyond the SEVEN (7) day period, the Booking will be cancelled outright.

## **Article 17 - COMPLAINTS - CUSTOMER SERVICE**

**17.1** Should the Customer have any complaint regarding a Hotel Booking, the Customer shall contact customer service by e-mail at the Hotels' e-mail address, directly via the Hotels' contact form on the Website or by e-mail at [contact@lesdomainesdefontenille.com](mailto:contact@lesdomainesdefontenille.com).

**17.2** The Customer may also contact Customer Services by post at the Hotels' address or at the following address:

*Les Domaines de Fontenille  
9 avenue de l'Opéra  
75001 Paris, France*

## **Article 18 - GOVERNING LAW - LANGUAGE**

**18.1** The original version of the General Terms and Conditions is written in French and takes precedence over any other version.

**18.2** The execution and interpretation of these General Terms and Conditions shall be carried out in accordance with French law.

## **Article 19 - DISPUTES**

**19.1** Should any dispute arise in relation to these General Terms and Conditions, the Customer and Les Domaines de Fontenille will attempt as far as possible to resolve their dispute amicably. The Client shall send an amicable complaint to Les Domaines de Fontenille directly via the "Contact" form of the

Hotels on the Website, by email to [www.contact@lesdomainesdefontenille.com](mailto:www.contact@lesdomainesdefontenille.com) or by post to the following address: Les Domaines de Fontenille, 15 avenue de l'Opéra, 75001 Paris, France.

**19.2** Should this amicable attempt fail, the Customer shall be entitled to have recourse to a conventional mediation procedure, in particular with the Commission for Consumer Mediation (Commission de la médiation de la consommation) (article L.612-1 of the French Consumer Code) or any other alternative dispute resolution method, in particular by having recourse, free of charge, within one year of his written complaint, to the competent consumer mediator, the Tourism and Travel Ombudsman (Médiateur Tourisme Voyage), at the following address:

MTV Médiation Tourisme Voyage  
BP 80 303  
75823 Paris Cedex  
France

For more information on the Tourism and Travel Ombudsman, the Customer may consult his website: [www.mtv.travel/](http://www.mtv.travel/).

**19.3** Finally, to settle their dispute, Customers may access the European online dispute resolution platform provided for in Regulation (EU) No. 524/2013 of 21 May 2013 on the online settlement of consumer disputes, in particular cross-border disputes, by following the link <http://ec.europa.eu/consumers/odr/>.

**19.4** Should this mediation fail, or should the Customer not wish to have recourse to it, the Customer shall be entitled to submit the dispute to the competent courts.