

GENERAL TERMS AND CONDITIONS FOR THE SALE OF SERVICES APPLICABLE TO GROUPS

As of 16 October 2023

Article 1 - Definitions

The terms defined below shall have the following meanings in these general terms and conditions of sale of services applicable to groups:

«**Consumer Customer(s)**»: refers to any natural person who is of legal age and has full legal capacity to enter into a commitment under these general terms and conditions, for personal purposes that do not fall within the scope of his/her commercial, industrial, craft, liberal or agricultural activity, who wishes to reserve more than four (4) rooms, organise an event or privatise part of the Hotel.

«**Business Customer(s)**»: refers to any natural person or legal entity with full legal capacity to enter into a contract and who purchases the services for several people for exclusively business purposes, as part of their commercial, industrial, craft, liberal or agricultural activity.

«**Customer(s)**»: refers to individuals or entities, both consumers and professionals, who are subject to the provisions of the general terms and conditions, irrespective of their consumer or professional status.

«**General Terms and Conditions**»: refers to these general terms and conditions for the provision of services by Les Domaines de Fontenille Hotels, applicable to Groups.

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

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

«**Event**»: refers to the event or function organised by the Customer at the Hotel and taking place under the Customer's sole responsibility.

«Group(s)»: refers to Customer(s) who make a reservation of 5 rooms or more with identical services and booked by the same person.

“Hotel(s)”: refers to the hotel(s) operated by the company «Les Domaines de Fontenille»:

- Domaine de Primard – West of Paris ;
- Domaine de Fontenille – Luberon ;
- Les Bords de mer – Marseille ;
- Les Hortensia du Lac – Hossegor ;
- 70 Hectares... & l'Océan - Seignosse ;
- Santa Ponsa – Minorca ;
- Torre Vella – Minorca ;
- Les Hautes Mers – Ile d'Yeu ;
- Domaine de Chalamon – Saint-Rémy-de-Provence ;
- Bastide du Mourre – Oppède ;
- Pieve Aldina – Radda in Chianti.

«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, 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.

«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.

«Internal Regulations»: refers to the rules of conduct that the Customer shall observe within the Hotels.

«Reservation»: refers to any request for Hosting Services and/or Additional Services and/or Privatisation Services made by the Customer.

«Remote Reservation»: means a Reservation made by the Customer by e-mail or by telephone to the following numbers and addresses.

- Domaine de Primard – West of Paris: reservations@domainedeprimard.com and 02 36 58 10 08 ;
- Domaine de Fontenille – Luberon: reservations@domainedefontenille.com and 04 13 98 00 00 ;
- Les Bords de mer – Marseille: reservations@lesbordsdemer.com and 04 13 94 34 00 ;
- Les Hortensia du Lac – Hossegor: reception@leshortensiasdulac.com and 05 58 43 99 00 ;
- 70 Hectares... & l'Océan - Seignosse: reservations@70hectares.com and 05 58 45 76 16 ;
- Santa Ponsa – Minorca: receptionsp@fontenillemenorca.com and +34 971 372 352 .
- Torre Vella – Minorca: receptiontv@fontenillemenorca.com and +34 971 217 409 ;
- Les Hautes Mers – Ile d'Yeu: reservations@leshautesmer.com and 02 51 37 01 12 ;
- Pieve Aldina – Radda in Chianti: reservations@pievealdina.com.

«Services»: refers to the Additional Services and Hosting Services.

«**Additional Services**»: refers to the service or services that are additional to the Accommodation Services, such as, for example, a requested breakfast, lunch or dinner or a request for a spa reservation. 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 the Domaines de Fontenille website, by e-mail or by telephone.

«**Privatisation Services**»: refers to the service(s) of privatising one or more rooms, the restaurant, or all or part of the hotel for conferences, seminars, banquets, business trips, events, etc.

«**Website**»: means the website accessible at 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, whose registered office is at 77 rue du Faubourg Saint-Antoine, 75011 Paris, France.

Article 2 - Purpose and general principles

2.1 The purpose of the General Terms and Conditions applicable to Groups is to define the terms and conditions under which Les Domaines de Fontenille allows its customers to benefit from all of the accommodation services and/or all of the additional services within the hotels as part of a group for seminars, banquets, business trips, congresses, demonstrations and events, whether residential or not. The «Group» General Terms and Conditions apply to reservations of 5 rooms or more with identical services and for reservations made by the same person.

2.2 All Hotel Reservations imply prior consultation and full and unreserved acceptance by the Customer of these General Terms and Conditions, as well as the Price Terms and Conditions. The Customer affirms that they have received all the necessary and available information from Les Domaines de Fontenille to proceed with the reservation of accommodation and/or additional services.

2.3 Les Domaines de Fontenille reserves the right to depart from the General Terms and Conditions by negotiating special terms and conditions with its Customers.

2.4 The General Terms and Conditions of Sale specifically apply to the offer, reservation, and order of Accommodation Services and/or Additional 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 reservations made by third parties under any circumstances.

2.5 The hotels reserve the right to adapt, modify, or supplement all or part of these terms and conditions at any time and to agree on special terms with the customer. In any case, the version of the terms and conditions applicable to the Customers is the one in effect on the date of the reservation. 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 Under the terms of article L 441-6 of the French Commercial Code, the General Terms and Conditions of Sale govern the relationship between the Hotel and Business Customers making a reservation for professional groups as part of their professional activity. No document issued by the business customers may be considered as contractual or applicable to the order and to the contracts if it is not expressly accepted by Les Domaines de Fontenille. In the event of any contradiction or difference of interpretation between the general terms and conditions of sale of Les Domaines de Fontenille and the general terms and conditions of purchase of the business customers, Les Domaines de Fontenille and the business customers agree that these general terms and conditions of sale shall prevail.

2.9 The data recorded in the computer system of Les Domaines de Fontenille serves as evidence for all transactions carried out with the Customers. Therefore, the Reservation, 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 Customers 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 Customers.

Article 3 - Pre-contractual information

3.1 Before making a Reservation and entering 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.

Article 4 - Booking services

4.1 Joint Provisions

4.1.1 The Customers acknowledge being aware of the nature, purpose and terms and conditions of Reservations for the Services offered by the Hotels and having requested and obtained the information necessary to make a Reservation with full knowledge of the facts. The Customers bear 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 Reservation is considered officially registered when the Customers fully accepts both these General Terms and Conditions and the Fare Conditions.

4.1.4 The sale of services shall not be deemed final until the reservation confirmation has been sent to the clients by email and the hotel has received the total amount of the reservation for professionals and the amount corresponding to the deposit for consumers.

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

4.1.6 For all residential seminars, the Client must send the Hotel a list of the names of the participants and the room assignments in writing (by email or post) no later than seven (7) days before the planned date of arrival.

4.2 Provisions specific to Remote Reservations

4.2.1 Customers can make a Service Reservation by telephone or e-mail, depending on the Hotel selected:

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

4.2.2 When a reservation is made over the telephone, the Hotels ensure that the Customers receive all the necessary information to make an informed choice and proceed with the Reservation.

4.2.3 Subsequently, the Hotels will send the Customers 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.

4.2.4 If the Customers agree with the terms and conditions stated in the quotation, they are required to confirm their Reservation 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 approval».

Article 5 - Rates

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 take into account any discounts granted by the hotels.

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

5.4 Prices include VAT applicable on the date of the Reservation. 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 The prices quoted for the accommodation services do not include the tourist tax. The tourist tax is payable directly to the Hotel at the end of the stay when the Customer leaves.

5.6 Additional Services (such as breakfast or spa 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 Reservation, taking into account changes in the exchange rate between the date of Reservation and the date of payment.

Article 6 - Payment

PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS ONLY

6.1 Provisions applicable to Business Customers

6.1.1 Payment of a deposit

6.1.1.1 Unless otherwise specified, all reservations must be accompanied by a deposit payment of 100% of the total reservation amount, including taxes, in order to be confirmed.

6.1.1.2 An invoice will be issued and sent to the Customer within seven (7) days after their departure from the establishment.

6.1.2 Payment of balance

6.1.2.1 Unless otherwise specified, the remaining balance for any additional services (such as tourist tax, breakfast, SPA) must be settled at the end of the stay and will be invoiced separately.

6.1.2.2 For Business Customers, in accordance with article L.441-6 of the French Commercial Code, a fixed penalty of €40 will be payable in the absence of payment the day after the payment date shown on the invoice, as well as late payment penalties equal to the legal interest rate in force plus 10%. The hotel reserves the right to request additional compensation, supported by evidence, if the actual costs incurred for recovery exceed the fixed penalty of €40.

6.2 Provisions applicable to Consumer Customers

6.2.1 Payment of deposit

6.2.1.1 Unless specific conditions stated, the Customer is required to provide their bank card payment details for prepayment purposes. This prepayment generally amounts to 100% of the total Reservation cost, excluding any charges related to Additional 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 Reservation.

6.2.1.2 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.

6.2.1.3 Reservations cannot be cancelled or modified, as described in article 7 «Cancellation or modification» below.

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

6.2.1.5 Payment data is exchanged in encrypted mode using SSL protocol.

6.2.2 Payment of balance

6.2.2.1 Hotels do not accept cheques or holiday vouchers, and unless there are exceptional circumstances, the total amount due for the Reservation and additional services must be paid by credit card or bank transfer at the conclusion of the Consumer Customer's stay.

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

6.2.2.3 Unless special conditions apply, in the event of cancellation or modification of the Reservation by the Customer, for any reason whatsoever, the full amount of the Reservation will be automatically forfeited to the Hotel and invoiced to the Customer. The same shall apply in the event of the Consumer Customer's failure to appear on the scheduled date of arrival, as referred to in article 7.1.2 of these General Terms and Conditions.

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

6.2.2.5 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.

6.3 Joint provisions

6.3.1 The Hotel retains the right to charge the Customer for any additional expenses arising from specific requests, extraordinary circumstances, or damages discovered after the Customer's departure. In such cases, additional invoices may be issued at a later date if the Hotel inadvertently overlooks billing or requires further confirmation regarding the invoiced amount.

6.3.2 For Additional Services that are individually requested by specific participants and were not included in the group Reservation made by the Client, the participants themselves are responsible for making payment directly at the Hotel reception before their departure (individual payment).

6.3.3 In the event that one or more participants fail to pay for the Additional Services, in addition to those specified in the contract, the invoice will be sent to the Customer. The Customer is then obligated to settle the invoice within a maximum of thirty (30) days from the date of the invoice.

Article 7 - Cancellation or modification

7.1 Cancellation or modification of the Reservation by the Customer

7.1.1 Unless Article 7.1.7 applies, no modification, cancellation or refund of the Reservation will be possible, except under special conditions agreed between the Parties and in the event of force majeure. The Hotel will charge the full price of the stay.

By making a Reservation, the Client expressly authorises the Hotel to proceed with the payment of the Reservation.

7.1.2 In the event of a «no show», i.e. a non-cancelled reservation for which the Customer has not shown up at the Hotel on the reserved day, the Hotel 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.

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

7.1.4 Should the Customer take out cancellation insurance, please refer to the terms and conditions of this contract.

7.1.5 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 Additional 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.

7.1.6 Prior to the Reservation date, it is the Customer's responsibility to notify the Hotel of any changes in the number of participants included in the Reservation.

7.1.7 Terms and conditions of withdrawal

The Customer may partially cancel the Reservation in accordance with the terms and conditions set out below: The Client who decides to exercise his/her right of withdrawal must notify the Hotel in writing of his/her withdrawal at least one week prior to the date of the Event or Event as mentioned in the Reservation Confirmation.

Cancellation shall automatically entail the Customer's obligation to pay compensation to the Hotel under the following conditions:

- The Customer commits to a number of participants at the time of signing the contract.
 - This number may be amended, in writing and free of charge, downwards by a maximum of 10% of the contracted quota up to 7 days (Working Days only) before the arrival date specified in the Reservation Confirmation.
 - The Customer commits to a number of participants at the time of signing the contract.
 - This number may be modified, in writing and free of charge, downwards by a maximum of 10% of the contracted quota up to 7 days (working days only) before the arrival date specified in the contract.

Any total cancellation without postponement by the customer must be expressed in writing (e-mail or letter).

Upon confirmation of the booking and up to 90 days before the date of arrival, unless otherwise agreed, cancellation without postponement is possible. In this case, the Customer will not be charged for the partial or total cancellation.

Unless otherwise agreed, cancellation charges will be invoiced as follows, based on the total amount of the Reservation Confirmation excluding VAT:

- Between signature and 180 days before arrival: no charge for cancelled services
- Between 180 days and 120 days before arrival: 50% of the amount of the services booked will be invoiced by the hotel management.
- Between 120 days and 90 days before arrival: 75% of the amount of the services booked will be invoiced by the hotel management.
- Less than 90 days prior to arrival: any services cancelled will be invoiced at 100% of their value by the hotel management.

If the amount of the deposit paid by the Client exceeds the amount of the cancellation charges, the Hotel reserves the right to take any action it deems necessary.

7.2 Cancellation or modification of the Reservation by the Hotel

7.2.1 The Hotel is generally not permitted to modify or cancel the Reservation, unless in cases of force majeure and as outlined in the following provisions.

7.2.2 In exceptional circumstances, the Hotel reserves the right to suspend or cancel the Reservation without prior notice, using any written means available to them.

- Violation by the Customer of one of the clauses of the General Terms and Conditions of Sale;
- Judicial liquidation of the Business Customer;
- An event likely to damage the image or reputation of the Hotel.

7.2.3 As mutually agreed upon, the Hotel reserves the right to cancel the Reservation of a Business Customer through written communication. However, such cancellation is contingent upon providing the Business Customer with a notice period of at least ten (10) months.

7.2.4 If the Reservation is cancelled due to the fault of the Customer, the Customer shall be liable, without prejudice to any damages and interest to which the Hotel may be entitled, for all sums due under the Reservation.

7.2.5 In any event, for the Privatisation Services, if the number of participants should turn out to be more than 20% lower than the number provided for in the Reservation Confirmation, the Customer may be allocated a space other than that initially provided for.

Article 8 - Supply of services

8.1 Provisions common to all Services

8.1.1 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 reservation on the Website, by e-mail or when making a physical reservation at the Hotel reception desk.

8.1.2 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.

8.1.3 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.

8.1.4 Barring any special conditions, the room shall be made available to the Customer on the day of arrival in accordance with the Hotel's detailed terms and conditions, which shall be specified in the confirmation of stay. By way of indication, arrival is generally at 3 p.m. On the day of departure, the Customer must vacate the room generally before 12 noon.

8.1.5 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.

8.1.6 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.

8.1.7 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. Animals, with the exception of dogs, are not allowed in the dining areas.

8.1.8 If the number of children under the age of thirteen (13) exceeds 5, the Customer undertakes to employ a competent person to supervise the children throughout the stay and ensure their safety. The Customer must provide proof of this obligation to the Hotel.

8.2 Provisions common to Additional Services

8.2.1 Additional Services must be booked in advance by e-mail or telephone. The hotels do not guarantee the availability of these services.

8.2.2 These Additional Services do not constitute tourist packages with the Accommodation Services. In any case, the additional 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.

8.3 Provisions specific to Privatisation Services

8.3.1 Regarding the Privatisation Services, the Customer agrees to accept the rented Hotel in its current condition upon the commencement of use. The Customer further commits to maintaining the building and equipment in the same state throughout the duration of the rental period, and to utilizing the Hotel in a peaceful manner.

8.3.2 The inventory of fixtures and fittings of the Hotel will be drawn up jointly by the Parties at the beginning and end of the stay. Any damage will be billed to the Customer.

8.3.3 The Customer is required to provide written notification to the Hotel at least thirty (30) days prior to their stay regarding any service providers they intend to utilize.

8.3.4 For any projects involving the decoration, layout, or technical installations within the Hotel premises, the Customer must submit the details to the Hotel in a timely manner. The submission should include relevant documentation and plans and should also include a list of service providers engaged by the Customer. At the end of the privatisation period, the Customer undertakes to remove all installations at his own expense so that the premises can be returned to their original state.

8.3.5 Upon the conclusion of the Privatisation Services, it is the responsibility of the Customer to ensure that the areas utilized during the event are returned to the same condition as they were provided at the beginning of the event. This includes any areas that were affected or modified by the appointed service providers. Should the Customer call upon the services of a caterer, the latter shall be responsible for cleaning the kitchens. Failing this, cleaning costs will be charged

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.

9.3 The Customer also has the option to decline the alternative accommodation offered and cancel their Reservation. In such a case, the Customer will be entitled to an immediate refund of any deposits or payments made.

Article 10 - Prohibitions and customer liability

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

10.2 The Hotels are smoke-free areas. 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 Reservation.

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 No food or drink brought in from outside by the Client and his/her participants will be accepted without prior authorisation from the Hotel.

10.7 If the Customer fails to comply with the Rules and Regulations, particularly the obligations outlined in points 9.2 to 9.7 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.

10.8 Every Customer, whether they make a reservation 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.

10.9 The Customer will be held responsible for all direct and/or indirect, consequential damage caused by him/her in the reserved room, in the private area of the Hotel or that he/she may cause within the Hotel. 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.

10.10 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 or part of the Hotel privatised is unavailable as a result of damage caused by the Customer or his/her participants.

10.11 Regarding the Privatisation Services, it is the responsibility of the Customer to ensure compliance with decree no. 98-1143 of 15/12/1998, which outlines the regulations for noise emission. By ensuring compliance with the regulations regarding noise emission, the Customer provides a guarantee to the Hotel, absolving the Hotel of any claims that may arise in relation to noise-related issues.

10.12 Fireworks are prohibited, unless special conditions have been agreed between the Parties.

10.13 The Customer acknowledges and agrees to be personally responsible for all risks and disputes that may arise with respect to third parties, including all accidents, damage and harm of any nature whatsoever. In the event of any disputes that may arise between the service providers, Customers and third parties, none of the Hotels shall be held liable for any events that may occur in disregard of the General Terms and Conditions or special terms and conditions.

10.14 Business Customers shall be liable for the entire duration of the General Terms and Conditions for all acts of its servants, representatives and/or agents.

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 with a unit value of more than €500.

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 The Hotel's liability for any loss or damage to the Customer's property within the hotel room, private room, or the Hotel's private car park is subject to limitations and caps outlined in Articles 1953 and 1954 of the French Civil Code. For Business Customers, the Hotel's liability is limited to the total amount received at the time of Reservation (excluding additional services).

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:

- 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.
- Leaving personal belongings unattended in common areas of the hotel.
- Inviting unauthorized individuals into one's room or the Hotel premises.
- Failing to lock the room or car door.

This list is non-exhaustive.

11.6 Les Domaines de Fontenille's liability is strictly limited to compensating for direct and proven damages. Any indirect damages, such as lost profits, commercial setbacks, loss of turnover or clientele, or moral distress, are explicitly excluded from the scope of liability.

Article 12 - Health regulations

12.1 In adherence to prevailing health legislation and regulations, all the Les 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 potential 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 reservation 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 reservations, 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 Les 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. 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

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 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.

Article 15 - Hotel's image rights

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

15.2 Upon request from the Hotel, the Customer agrees to promptly remove any photographs or reports that could be harmful to its image.

15.3 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 16 - Imprevision

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 17 - Force majeure

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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 reservation will be cancelled outright.

Article 18 - Complaints - Customer service

18.1 Should the Customer have any complaint regarding a Hotel Reservation, 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.

18.2 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 19 - Governing law - Language

19.1 The General Terms and Conditions are written in French in their original version, which shall prevail over any other version.

19.2 These General Terms and Conditions shall be executed and interpreted in accordance with French law.

Article 20 - Disputes

20.1 Joint provisions

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 or by post to the following address:

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

20.2 Provisions applicable to Consumer Customers

20.2.1 Should this amicable attempt fail, the Customer shall be entitled to have recourse to a conventional mediation procedure, in particular with the 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 Médiateur Tourisme Voyage, at the following address:

MTV Médiation Tourisme Voyage

BP 80 303

75823 Paris Cedex.

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

20.2.2 20.2.2 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/>.

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

20.3 The following provisions specifically apply to Business Customers

All disputes to which the Reservations and the General Terms and Conditions may give rise concerning their validity, interpretation, performance, termination, consequences and consequences that cannot be resolved between the Parties shall be submitted to the Commercial Court of Paris.