

## GENERAL TERMS AND CONDITIONS OF SALES OF SERVICES

As of 14<sup>th</sup> of January 2025

### Article 1 - Definitions

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

**«Agreement»:** refers to the present General Terms and Conditions and the Particular Terms and Conditions agreed between the Customer and Les Domaines de Fontenille or the Facilities.

**«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 Facility.

**«Professional 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 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.

**«General Terms and Conditions»:** refers to these general terms and conditions for the provision of services by Les Domaines de Fontenille's Facilities.

**«Particular Terms and Conditions» :** refers to the specific terms and conditions agreed between the Parties when executing the Agreement.

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

**«Booking Confirmation»:** means the document summarising the details of the booking made by the Customer, either sent via email or sent by the Facility directly to the Customer.

**« Facility(ies) »** refers to the facility(ies) operated by the company «Les Domaines de Fontenille»:

- Domaine de Primard – West of Paris;
- Domaine de Fontenille – Luberon;
- Les Bords de mer – Marseille;
- Les Hortensias du Lac – Hossegor;
- 70 Hectares... & l'Océan - Seignosse;
- Santa Ponsa – Minorca;
- Torre Vella – Minorca;
- Les Hautes Mers – Ile d'Yeu;
- Les Bassans – Perros-Guirec;
- Domaine de Chalamon – Saint-Rémy-de-Provence;
- Bastide du Mourre – Oppède;
- Pieve Aldina – Radda in Chianti;
- Le Bar de la Meule – Ile d'Yeu ;
- La Cabane des Estagnots – Seignosse.

**« Les Domaines de Fontenille »:** refers to the group controlled pursuant to article L. 233-3 of the French Commercial Code by the simplified joint stock company, with a share capital of 94 626 400 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](mailto:contact@lesdomainesdefontenille.com).

**«Party(ies)»:** refers separately or jointly to Les Domaines de Fontenille and/or the Facilities 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 Customers' confidential data including personal data, in the context of a Booking, a holiday or a contact form, and available on the website [www.lesdomainesdefontenille.com](http://www.lesdomainesdefontenille.com).

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

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

**«Remote Booking»:** means a booking made by the Customer on the [www.lesdomainesdefontenille.com](http://www.lesdomainesdefontenille.com) website 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: réception@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 – Menorca: receptionsp@fontenillemenorca.com and +34 971 372 352;
- Torre Vella – Menorca: receptiontv@fontenillemenorca.com and +34 971 217 409;
- Les Hautes Mers – Ile d'Yeu: reservations@leshautemes.com and +33 2 51 37 01 12;
- Les Bassans – Perros-Guirec ; reservations@lesbassans.com and +33 2 96 23 25 42;
- Domaine de Chalamon – Saint-Rémy-de-Provence: reservations@domainedechalamon.com and 04 87 83 10 10;
- Bastide du Mourre – Oppède: reservations@bastidedumourre.com and 04 87 83 00 00;
- Pieve Aldina – Radda in Chianti: reservations@pievealdina.com;
- Le Bar de la Meule – Ile d'Yeu: contact@bardelameule.com and +33 2 51 59 57 32;
- La Cabane des Estagnots – Seignosse : réservations@70hectares.com and +33 5 58 45 76 16.

«**In-person Booking**»: refers to the Booking made by the Customer directly at the Hotel reception desk with the Hotel's employees.

«**Services**»: refers to the Additional Services and Accommodation 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 Facility chosen.

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

«**Website**»: means the website accessible at [www.lesdomainesdefontenille.com](http://www.lesdomainesdefontenille.com) and published by Les Domaines de Fontenille, hosted by Cendyn France, 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 is to define the terms and conditions under which Les Domaines de Fontenille allows its Customers to benefit from all the Accommodation Services and/or all the Additional Services within the Facilities. Les Domaines de Fontenille reserves the right to depart from the General Terms and Conditions by negotiating Particular Terms and Conditions with its Customers.

**2.2** All Facility Bookings imply prior consultation and full

and unreserved acceptance by the Customer of these General Terms and Conditions, as well as the Pricing Conditions. The Customer recognizes that they have received all the necessary and available information from Les Domaines de Fontenille to proceed with the Booking of Accommodation Services and/or Additional Services.

**2.3** The General Terms and Conditions of Sale do not govern the offer, booking or order of Accommodation Services and/or Additional Services offered by entities other than Les Domaines de Fontenille and 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.

**2.4** The General Terms and Conditions are accessible at any time on Les Domaines de Fontenille Website and will prevail, where applicable, over any other contradictory version or document, except modifications agreed in the Particular Terms and Conditions.

**2.5** Les Domaines de Fontenille reserve the right to adapt, modify or supplement, all or part of these General Terms and Conditions. The modified General Terms and Conditions will be applicable to the Customers as from their entry into force, unless the Customer opposes to it within one (1) month from their publication in which case, the version of the General Terms and Conditions applicable to the Customer is the one in effect on the date of the Booking. Customers are advised to regularly check 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. In this case, the Parties must, if possible, replace this provision declared void by a valid provision corresponding to the spirit and purpose of the Contract.

**2.8** Under the terms of article L. 441-6 of the French Commercial Code, the General Terms and Conditions govern the relationship between the Facility and Professional Customers making a Booking for professional groups as part of their professional activity. No document issued by the Professional Customers may be considered as contractual or applicable to the Booking 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 Les Domaines de Fontenille and the general terms and conditions of purchase of the Professional Customers, Les Domaines de Fontenille and the Professional Customers agree that these General Terms and Conditions 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 Booking, input of bank details, acceptance of the General Terms and Conditions, Pricing Terms and Conditions, and Privacy Policy between 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

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**3.1** Before making a Booking and entering into the Agreement, the Customer acknowledges that they have been provided with these General Terms and Conditions in a clear and understandable manner and, For Consumer Customers, that 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 Agreement 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;
- Payment methods accepted.

**3.2** By making a Booking on the Website, a natural person (or legal entity) accepts these General Terms and Conditions in full and is bound to pay for the Services ordered. The Customer expressly acknowledges this and, in particular, waives the right to rely on any contradictory document that may be unenforceable, with the exception of the special terms and conditions.

## Article 4 - Booking of Services

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### 4.1 Joint provisions

**4.1.1** The Customer acknowledges being aware of the nature, purpose and terms and conditions of booking for the Services offered by the Facilities 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 Facility 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 and agrees to promptly inform the Facility 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 Particular Terms Conditions.

**4.1.4** The sale of Services shall not be deemed final until the Booking Confirmation has been sent to the Customer by e-mail after the Facility has received the total amount corresponding to the pre-payment.

**4.1.5** The Facilities 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 in writing by Les Domaines de Fontenille or the concerned Facility.

**4.1.7** The Customer is allowed to make a maximum Booking of four (4) rooms on an individual basis. Should the Customer wish to make a Booking for more than four (4) rooms, the Customer must contact Les Domaines de Fontenille or the Facility concerned directly by e-mail or telephone, it being specified that in the event of a Booking for five (5) rooms or more, the group general terms and conditions of sale shall apply unless an exception is made.

**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 reservations remotely through the Website (4.2.1), via email or telephone (4.2.2), or in person (4.2.3).

#### 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:

- After clicking on the «reservation» tab, the Customer must choose the Facility.
- 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».
- The Website offers the Customer a choice of rooms.
- 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.
- The Customer can choose between the different offers proposed by Les Domaines de Fontenille for each room and then press the «Choose» button.

- At the next stage, the Customer can choose to add one or more cots and Additional Services such as a wine tasting, a massage, a meal, etc, then click on «Book».
- The Customer states whether or not they wish to purchase cancellation insurance and completes the Booking form, giving his/her contact details (title, surname, first name, email address, telephone number, postal address and country of residence) and any special requests (which cannot be guaranteed).
- The Customer should read the General Terms and Conditions and the Pricing Terms and Conditions and accept them by ticking the appropriate box.
- The Customer will then confirm their Booking and enter their bank details in order to proceed with payment (bank card number, cardholder, expiry date and security code).
- 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 Facility.

**4.2.1.4** The Website occasionally and for certain Facilities, offers special commercial promotions, accessible on the Website to the exclusion of any other third-party site, 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 Website.

#### **4.2.2** Remote Bookings by telephone or by e-mail

**4.2.2.1** The Customer may also make a Service Booking by telephone or by e-mail, depending on the Facility 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 4 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 – Menorca: receptionsp@fontenillemenorca.com and +34 971 372 352;
- Torre Vella – Menorca: receptiontv@fontenillemenorca.com and +34 971 217 409;
- Les Hautes Mers – Ile d'Yeu: reservations@leshautesmer.com and +33 2 51 37 01 12;
- Les Bassans – Perros-Guirec: reservations@lesbassans.com and +33 2 96 23 25 42;
- Domaine de Chalamon – Saint-Rémy-de-Provence: reservations@domainedechalamon.com et 04 87 83 10 10;
- Bastide du Mourre – Oppède: reservations@bastidedumourre.com et 04 87 83 00 00;
- Pieve Aldina – Radda in Chianti: reservations@pievealdina.com;

- Le Bar de la Meule – Ile d'Yeu : contact@bardelameule.com et 02 51 59 57 32 ;
- La Cabane des Estagnots – Seignosse : réservations@70hectares.com et 05 58 45 76 16.

**4.2.2.2** When a Remote Booking is made, the Facilities ensure that the Customers receive all the necessary information to make an informed choice and proceed with the Booking.

**4.2.2.3** Subsequently, the Facilities will send the Customers a quotation via email, which will include the General Terms and Conditions, 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 by paying the pre-payment via the secure payment link transmitted, which will constitute formation of the Agreement and acceptance of the General Terms and Conditions.

#### **4.2.3** In person Bookings at the Facilities

The Customer may go directly to the Facility's reception desk and ask the Facility staff to make a Booking for Accommodation and/or Additional Services. The Facility 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. The Customer will then sign the General Terms and Conditions on this occasion, duly dated and marked as "Good for agreement".

## **Article 5 - Prices**

**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 Facilities and include VAT (excluding tourist tax).

**5.2** Prices are subject to any discounts granted by the Facilities under the conditions specified on the Website or the quotation.

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

**5.4** Prices include the 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 Facility at the end of the stay, upon the Customer's departure.

**5.6** Unless otherwise stated on the Website or the quotation, 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 price given involves payment directly to the Facility on the Customer's arrival or departure and the Customer's currency is not the same as the Facility's currency, the Facility's final price may differ from the one 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

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### 6.1 Pre-Payment

**6.1.1** Unless otherwise specified in the Particular Terms and Conditions, the Customer is required to provide their bank card payment details or is sent a secured link for pre-payment purposes. This pre-payment generally amounts to 100% of the total Booking amount, excluding any charges related to Additional Services, and is made prior to the stay. The amount of the pre-payment may vary, in the Particular Terms and Conditions, depending on (i) the season and/or (ii) the location of the Facility. 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 pre-payment and not a deposit.

**6.1.3** Bookings cannot be cancelled or modified, except 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 otherwise specified in the Particular Terms and Conditions, the balance of the Booking as well as the Additional Services (break- fast, SPA, massages, etc.) are payable at the end of the Customer's stay, by credit card, or by bank transfer. Cheques and holiday vouchers are not accepted by the Facilities.

**6.2.2** For Professional 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 three (3) times the legal interest rate. The Facility reserves the right to request additional compensation, supported by evidence, if the actual costs incurred for recovery exceed the fixed penalty of €40.

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

### 6.3 Joint provisions

**6.3.1** The Facilities reserve the right to ask the 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.

**6.3.2** 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 Facility.

**6.3.3** The Facility 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 by the Facility.

## Article 7 - Cancellation or modification

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### 7.1 Cancellation or modification of the Booking by the Customer

**7.1.1** No modification, cancellation or refund of the Booking will be possible, except as agreed in the Particular Terms and Conditions or in the event of hardship (*force majeure*). Les Domaines de Fontenille will be entitled to request payment of the full price of the Booking, which the Customer expressly accept at the moment of the proceeding with the Booking.

**7.1.2** In the event of a «no show», i.e. a non-cancelled Booking for which the Customer has not shown up at the Facility on the reserved day, The Facility reserves the right to contact the Customer by any means. If the Customer 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 Customer. In such cases, the reserved night(s) will be released, and the Customer will be liable to pay the total amount of the stay, including all the nights and Additional Services reserved. The Customer will not have the right to reimbursement in such circumstances.

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

**7.1.4** A number of commercial promotions available on the Website include special conditions for cancelling and modifying reservations. These are detailed in the special conditions appearing in the description of the promotion.

**7.1.5** Should the stay be interrupted, the full price agreed during the Booking will remain due.

**7.1.6** Customers are advised to take a cancellation insurance. Should the Customer take a cancellation insurance,

please refer to the terms and conditions of this contract.

**7.1.7** In accordance with Article L.221-28 of the French Consumer Code, the Consumer 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 Accommodation 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 Consumer 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.

**7.2** Cancellation or modification of the Booking by the Facility

**7.2.1** The Facility is generally not permitted to modify or cancel the Booking, unless in cases of hardship (*force majeure*) and as outlined in the following provisions.

**7.2.2** In exceptional circumstances, the Facility reserves the right to suspend or cancel the Booking without prior notice, using any written means available to them due to:

- Violation by the Customer of one of the clauses of the General Terms and Conditions or of the Internal Regulations;
- Judicial liquidation of the Professional Customer;
- An event likely to damage the image or reputation of the Facility.

**7.2.3** If the Booking is cancelled due to the faulty actions of the Customer, the Customer shall be liable, without prejudice to any damages and interest to which the Facility may be entitled, for all sums due under the Booking.

## Article 8 - Supply of services

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**8.1** The Services booked by the Customer, including the Accommodation Services and/or the Additional Services, shall be provided in accordance with the following terms and conditions, under the conditions set out in the General Terms and Conditions supplemented by the Particular Terms and Conditions of which the Customer is aware and which he or she has accepted when making a Remote Booking or the In-person Booking.

**8.2** As the Facilities 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 or by e-mail or telephone, or directly on site. The Facilities do not guarantee the availability of these Additional Services. 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.

**8.4** Upon arrival, the Customer will be asked to present their identity document in person in order to enable the Facility's requirement 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 their identity card, the Facilities reserve the right not to provide all the Services booked by the Customer.

**8.5** Unless specified otherwise in the Particular Terms and Conditions, the room shall be made available to the Customer on the day of arrival in accordance with the Facility's detailed terms and conditions, which shall be specified in the Booking Confirmation. By way of indication, arrival is generally at 3 p.m. On the day of departure, the Customer must vacate the room generally before noon.

**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, as specified by the Facility (for example: the penalty amount will be 50% of the room price until 3:00 pm, and 100% thereafter).

**8.7** The Facilities provide WIFI access to enable Customers to connect to the Internet. The Customer agrees to use the IT resources provided by the Facility 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 (3) years. Additionally, the Customer is expected to adhere to the security policy of the Facility'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 Facilities, provided they are kept on a leash or in a cage while in the common areas of the Facilities. For more detailed information on these conditions, the Customer is advised to directly contact the relevant Facility. The Customer assumes full responsibility for their pet throughout the duration of their stay. For hygiene reasons, animals other than dogs are not allowed in the dining areas.

## Article 9 - Relocation

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**9.1** In the case of an unforeseen event or if it becomes impossible to provide the reserved room to the Customer, Les Domaines de Fontenille reserves the right to offer the Customer accommodation in a hotel of comparable category, providing services of a similar nature. The Customer 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 Facility. 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 payments made.

## Article 10 - Restrictions and customer liability

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

**10.2** The Facilities 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 Facility 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 Facility's operations or compromising the safety of the Facility 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 Facility 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 Internal Regulations, particularly the obligations outlined in this article, the Facility 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 Facility.

**10.7** Every Customer, whether they have made a Remote Booking or In-person Booking, will be required to provide a deposit in the form of a credit card imprint. The purpose of this imprint is to obtain a security deposit without actually debiting the Customer's account. The security 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 security deposit does not exclude the possibility of additional compensation if the costs exceed the security deposit amount.

**10.8** The Customer will be held responsible for all direct and/or indirect, consequential damage caused by them in the reserved room, or that they may cause within the Facility. 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 as a result of damage caused by the Customer.

**10.10** 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.

**10.11** In the event of any disputes that may arise between service providers, Customers and third parties, none of the Facilities shall be held liable for any events that may occur in disregard of the General Terms and Conditions or Particular Terms and Conditions.

**10.12** 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 - Facility's liability

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**11.1** The Customer is encouraged 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 is incited to inform the Facility if they have any valuable items in their possession and to store such valuables in the safe provided by the Facility 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 Facility's private car park, the Facility's liability shall be subject to the restrictions and limits set forth in articles 1953 and 1954 of the French Civil Code. For Professional Customers, the Facility's liability is limited to the total amount received at the time of Booking

**11.4** If a Customer makes a claim for the loss or damage of their property inside or outside the Facility, 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 Facility

**11.5** The Facility 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 Facility staff member.
- Failing to deposit valuables in the Facility's safe.

- Displaying objects or goods in a manner that makes them visible to the public.
  - Inviting unauthorized individuals into one's room or the Facility premises ;
  - Leaving personal belongings unattended in common areas of the Facility ;
  - 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 the compensation for direct and proven damages. Any indirect damages, such as loss of profits, commercial setbacks, loss of turnover or clientele, or moral distress, are explicitly excluded from the scope of liability

## Article 12 - Health regulations

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**12.1** Pursuant to prevailing health legislation and regulations, all Les Domaines de Fontenille's Facilities commit to adhering to the official rules and recommendations currently in effect. This commitment encompasses all 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 Customer, either independently or influenced by a third party, acts in contravention of the health protocol established by Les Domaines de Fontenille's Facilities in the Internal Regulations, or more generally violates any measures implemented by the Facilities 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 towards Customers or third-parties.

## Article 13 - Privacy policy

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**13.1** Les Domaines de Fontenille and the Facilities gather personal data of its Customers during the Booking process or when using the Facility's 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 and eventually any relevant health data (allergies etc.). 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 the Agreement 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, 9 avenue de l'Opéra, 75001 Paris, France or by email to the following email [contact@lesdomaines-defontenille.com](mailto:contact@lesdomaines-defontenille.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 - Confidentiality

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In addition to the confidentiality measures relating to personal data mentioned in the previous article, Les Domaines de Fontenille and the Establishments undertake to respect the Privacy Policy available on the Website with respect to the Customer information.

## Article 15 - Intellectual property - Facility image rights

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**15.1** 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.

**15.2** Reproduction of any kind, including partial reproduction, of the aforementioned elements is strictly prohibited without the prior express and written 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.

**15.3** 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, except prior explicit authorization from Les Domaines de Fontenille.

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

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



**15.6** 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 Facility cannot be held liable in any circumstances.

## Article 16 - Frustration (*Imprévision*)

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If there is an unforeseeable change in circumstances that occurs after the Agreement is entered into, as outlined in article 1195 of the French Civil Code, the Party that did not agree to bear the burden of excessively burdensome performance has the right to request the Agreement's renegotiation from the other Party.

## Article 17 - Hardship (*Force majeure*)

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**17.1** Hardship (*force majeure*) refers to an unforeseeable, irresistible, and external event beyond the control of both the Customer and the Facility, which hinders the fulfilment of all or part of their obligations under the Agreement. The concept of hardship (*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 hardship (*force majeure*):

- Climatic, meteorological, or natural phenomena that result in events like floods, earthquakes, tornadoes, or hurricanes.
- Fire in the Facility;
- 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 facilities open to the public.
- Acts of terrorism or military incidents that lead to the implementation of restrictive measures on the free movement of people and the closure of facilities 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, their spouse, ascendants or descendants, unless a medical certificate is produced prohibiting any travel or stay in an hospitality building;;
- The impossibility of reaching the place of stay due to a strike or demonstration.
- 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.

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 hardship (*force majeure*) event, as defined in accordance with article 1218 of the French Civil Code. The Party experiencing the hardship (*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 hardship (*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 hardship (*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 fulfill its obligations due to hardship (*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 hardship (*force majeure*) event is definitive or persists beyond the seven (7) day period, the Booking will be cancelled outright.

## Article 18 - Complaints - Customer service

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

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

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

## Article 19 - Governing law - Language

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**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

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MTV Médiation Tourisme Voyage  
BP 80 303  
75823 Paris Cedex.

### 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 Customer shall send an amicable complaint to Les Domaines de Fontenille directly via the «Contact» form of the Facilities on the Website, by email to [contact@lesdomainesdefontenille.com](mailto: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:

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

**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 Customer not wish to have recourse to it, the Customer shall be entitled to submit the dispute to the competent courts.

**20.3** The following provision specifically apply to Professional Customers

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