

# **General terms and conditions (accommodation agreement)** (hereinafter "the T&Cs")

## **1 Scope**

- 1.1 These terms and conditions apply to the temporary and remunerated provision of hotel rooms for accommodation, as well as to all services and deliveries provided in connection with this, including any advance services provided to the accommodation Guest.
- 1.2 Any terms and conditions supplied by the Guest shall not apply unless otherwise agreed previously in writing. This also applies to the reversal of the requirement for the written form. In these terms and conditions, 'guest' shall cover both the end customer and the commercially active contractor.

## **2 Contractual partners**

- 2.1 The contractual partners are SAS HOTEL DE MONTCAUD (hereinafter "Hotel"), and the purchaser/customer (hereinafter "Guest").

## **3 Formation of the contractual relationship**

- 3.1 The contractual relationship is formed when the electronic confirmation is sent to the Guest. Changes or cancellations may only be made within the scope of these T&Cs.
- 3.2 If a third party has acted on the Guest's behalf, the Guest shall be jointly and severally liable to the Hotel together with the third party for all obligations that arise from or in connection with their stay at the Hotel.

## **4 Prices**

- 4.1 The prices for the rooms and other Hotel services are stated exclusively in Euros (EUR) and include statutory value-added tax as stipulated under EU law. Any change in the applicable rate, or any modification or creation of new legal taxes introduced by the competent authorities will be automatically reflected in the prices indicated on the invoice date.
- 4.2 Prices do not include the local "taxe de séjour", or City Tax (applicable per day and person over 12 years of age between 1<sup>st</sup> May and 30<sup>th</sup> September each year), which will be charged separately upon check-out, and needs to be settled on location.

## **5 Guarantee, billing, advance payment**

- 5.1 Each booking must be guaranteed by means of a valid credit card. The hotel reserves the right to refuse any reservation in the event that the credit card number is incorrect or the reservation incomplete.

- 5.2 In the event of advance payment, 100% of the total amount is to be paid within the period stated in the confirmation.
- 5.3 The Hotel accepts the following credit cards: Visa, Mastercard and American Express, and has a secure reservation system (SSL) that protects and encrypts all sensitive data transmitted at reservation in order to prevent any disclosure to a third party.
- 5.4 Any agreed advance payment must be received within the agreed period. Failing this, the Hotel reserves the right to cancel the reservation, or to charge the amount of the agreed advance payment upon check-in. Advance payments are subject to value-added tax.

## **6 Arrival and departure**

- 6.1 The hotel rooms are available for check-in from 3.00 pm and must be vacated by 12.00 pm on the day of departure.
- 6.2 Arrivals and departures outside of the times stated above are only possible subject to availability and with prior contact with our reservation or reception teams. Such arrivals and departures will be charged accordingly.
- 6.3 If a Guest wishes to have guaranteed access to their room before 3.00 pm, the Guest shall also book the preceding night at full price.

## **7 Use and return of Hotel rooms**

- 7.1 The hotel room and the items, appliances and facilities provided may be used exclusively for their intended purpose. The Hotel refuses liability for damage and bodily injury caused by the misuse of the items, appliances and facilities. It will also be deemed misuse if more people than anticipated or registered use the rented Hotel room(s).
- 7.2 Loss or damage arising as a result of the Guest's negligence or intent may be charged by the Hotel.

## **8 Breakfast**

- 8.1 Breakfast is not included in the hotel's room prices.

## **9 Interim and final bill**

- 9.1 During their stay, the customer will receive a weekly interim bill for the services provided thus far.
- 9.2 The final bill will be payable upon departure at the latest.

## **10 Cancellation policy**

- 10.1 With the exception of during summer season (see 10.2), free cancellation is possible up until seven days before the arrival date. Cancellations received between six and three days before the arrival date are subject to 50% of the total amount due.
- 10.2 During summer season (July and August), free cancellation is possible up until two weeks before the arrival date. Cancellations received between 13 and seven days before the arrival date are subject to 50% of the total amount due, cancellations received between six and three days before the arrival date are subject to 70% of the total amount due.
- 10.3 In the event of cancellation after the aforementioned period has lapsed, or in the event of a no-show, 100% of the total amount due will be charged.
- 10.4 During certain periods (e.g. Valentine's Day, New Year's Eve etc.), it may be possible to agree a longer cancellation period, which will be noted in the reservation.
- 10.5 Special deals and promotions, as well as group reservations and long-term stays are subject to special cancellation policies. These will be communicated and noted upon reservation.

## **11 Withdrawal of the Hotel**

- 11.1 If an advance payment or other payment guarantee agreed or requested in accordance with point 5 is not paid, even after the lapsing of an appropriate short grace period granted by the Hotel, the Hotel will be entitled to immediately withdraw from the contract.
- 11.2 Furthermore, the Hotel will be entitled to withdraw from the contract with immediate effect if it is not or no longer reasonable for the Hotel to start, continue or fully execute the contractual relationship, including but not limited to:
  - 11.2.1 If force majeure/other circumstances beyond the Hotel's control make executing the contract seem unreasonable;
  - 11.2.2 If rooms and/or event rooms are booked using misleading or misrepresented material facts (e.g. the identity of the Guest or the purpose of their booking);
  - 11.2.3 If the Hotel has reasonable grounds to believe that the use of the Hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the Hotel, without this being attributable to the hotel's domain or organisational area.
- 11.3 In the aforementioned cases, the Hotel is entitled to immediately withdraw from the contract and the Guest will have no claim to damages. Any advance payments or guarantees paid by the Guest are due and payable to the Hotel.

## 12 Liability of the Hotel

12.1 Liability of the Hotel is subject to articles 1952 – 1954 of the French Civil Code. In summary of the French original:

- Article 1952: Innkeepers or hoteliers shall be responsible, as depositaries, for clothing, luggage and miscellaneous objects brought into their establishment by the guest; the deposit of these kinds of effects must be regarded as a necessary deposit.
- Article 1953: Innkeepers or hoteliers are responsible for the theft or damage of these effects, whether the theft was committed or the damage caused by their employees, or by third parties linked to the hotel. This liability is unlimited, notwithstanding any clause to the contrary, in the event of theft or damage to objects of any kind deposited in their hands or which they have refused to receive without legitimate reason. In all other cases, the compensation due to the traveller is, to the exclusion of any lower contractual limitation, limited to the equivalent of one hundred times the rental price of the accommodation per day, except if the guest proves that the damage is the fault of the hotel or of any person for whom they are responsible.
- Article 1954: Innkeepers or hoteliers are not liable for theft or damage that occurs by force majeure, nor for loss that results from the nature or defect of the thing, provided they prove the facts that they allege.
- By way of derogation from the provisions of Article 1953, innkeepers or hotel keepers shall be liable for objects left in vehicles parked on the premises for their exclusive use, up to fifty times the rental price of the accommodation per day.
- Articles 1952 and 1953 shall not apply to live animals.

## 13 Final provisions

13.1 These terms and conditions are subject to French law.

13.2 Individual agreements shall take precedence over the corresponding provisions of these Terms to the extent that they expressly contain deviations from these Terms. All other provisions of these terms and conditions shall continue to apply.

13.3 The Hotel has the right to change these conditions. The amended terms and conditions shall apply until (i) they are available on the website of the hotel or (ii) the contract partner and/or the guest, depending on which event is noted as the first entry. The new version is then also valid for guests whose stay begins on or after the validity date of the new version.

13.4 The Hotel shall not be liable for cases in which the services cannot be provided or cannot be provided in full as requested by the Party or Guest due to force majeure.

# **General terms and conditions (hospitality agreement)**

(hereinafter "the T&Cs")

## **1 Scope**

- 1.1 These terms and conditions apply to the temporary and remunerated provision of conference, banquet and event rooms, as well as premises for the hosting of events, banquets, conferences, etc., in addition to all services and deliveries provided in connection with this, including any advance services provided to the Organiser.
- 1.2 Any terms and conditions supplied by the Organiser shall not apply unless otherwise agreed previously in writing. This also applies to the reversal of the requirement for the written form. In these terms and conditions, 'Organiser' shall cover both the end customer and the commercially active contractor.

## **2 Contractual partners**

- 2.1 The contractual partners are SAS HOTEL DE MONTCAUD (hereinafter "Hotel"), and the purchaser/customer (hereinafter "Organiser").

## **3 Formation of the contractual relationship**

- 3.1 The contractual relationship is formed when the event agreement is signed by both parties or when the electronic confirmation is sent to the Organiser. Changes or cancellations may only be made within the scope of these T&Cs.
- 3.2 If a third party has acted on the Organiser's behalf, the Organiser shall be jointly and severally liable to the Hotel together with the third party for all obligations that arise from or in connection with the contractual event(s).

## **4 Prices**

- 4.1 The prices for the rooms and other Hotel services are stated exclusively in Euros (EUR) and include statutory value-added tax as stipulated under EU law. Any change in the applicable rate, or any modification or creation of new legal taxes introduced by the competent authorities will be automatically reflected in the prices indicated on the invoice date.
- 4.2 Prices do not include the local "taxe de séjour", or City Tax (applicable per day and person over 12 years of age between 1<sup>st</sup> May and 30<sup>th</sup> September each year), which will be charged separately upon check-out, and needs to be settled on location.

## **5 Advance payment, guarantee, billing**

- 5.1 The Hotel is entitled to request an advance payment of up to 100% of the agreed compensation for its services (incl. value-added tax). This payment may be made by bank transfer or by credit card. The advance payment amount will be credited to the bill in full, albeit without interest.
- 5.2 Unless agreed otherwise, the advance payment is due without reminder upon receipt of the last written reservation confirmation at the latest. All bank transfer costs shall be borne by the customer.
- 5.3 If the advance payment made by the event guest exceeds the balance to be paid, the difference will be re-credited to the account used to make the advance payment. Under no circumstances is it possible to make a cash payment or to re-credit the excess balance to a different account to the one used to make the original payment.
- 5.4 All bills are generally issued to the Organiser for payment in Euros (EUR). If a special method of billing or splitting of the bill is desired, the Hotel must be notified of this before the event.
- 5.5 The Organiser is liable for all bills not paid by the event participants.
- 5.6 It is not possible for the Hotel to send bills abroad. Guests from abroad will be asked to make an advance payment by bank transfer or to settle the final bill by credit card.
- 5.7 The event guest shall be in default of payment if the bill amount is not paid or irrevocably instructed to be paid within the stated payment period. Upon default, the Hotel is entitled to demand the then-applicable statutory late payment interest.
- 5.8 The event guest is not entitled to assert the set-off defence against SAS HOTEL DE MONTCAUD.

## **6 Detailed information, programme, headcount**

- 6.1 All important information for executing an event, such as the menu and wine choices, seating arrangements, table and room decorations, printed menus, technical aids and so on, is to be submitted to the Banquet division of the Hotel no later than 14 days before the event.
- 6.2 The Organiser shall provide the Hotel with a precisely scheduled programme no later than ten days before the event.
- 6.3 A reduction in the originally reported headcount may be arranged free of charge up to 30 days before the event. From 29 days before the event, a maximum of 15% of the originally reported headcount may be cancelled free of charge. In the event of additional cancellations, the difference between the reported and final headcounts will be charged.

- 6.4 The final headcount must be reported to the Hotel in writing no later than four days before the event. If the effective headcount is lower, the final confirmed headcount will be taken as a basis for invoicing; if it is higher, the Hotel offers no guarantee that all guests can be accommodated. The additional costs incurred as a result of extra participants will be charged to the Organiser.
- 6.5 The Hotel is entitled to charge for additional costs arising from short-notice changes to the event, including the menu, seating arrangements, room set-up and headcount.
- 6.6 The Hotel is entitled to set a maximum headcount for safety reasons. The maximum room capacity issued by the fire safety authorities may not be exceeded.

## **7 Use of the room / room changes**

- 7.1 The Hotel reserves the right to make room changes provided that the alternative facilities serve the requirements and interests of the Organiser and are acceptable to the same.
- 7.2 In principle, the banquet rooms may be hired until 1.00 am at the latest. Use of the room is limited to the room itself, whereby the affixing of decorations and marketing materials to the walls and ceilings is not permitted. Outside of the hired premises, no reception table, marketing materials, banners, etc. may be set up; only the signage provided by the Hotel for this purpose may be used.
- 7.3 The Hotel reserves the right to change the room in the event of a reduced headcount.
- 7.4 Smoking is not permitted in all banquet rooms, as well as in the restaurants and public areas of the Hotel.
- 7.5 Reserved event rooms are made available to the Organiser – and their guests – exclusively for the purpose agreed in writing and for the fixed period agreed.
- 7.6 The Organiser is prohibited from assigning to third parties, in whole or in part, the services contractually guaranteed by the Hotel (use of room and event services).

## **8 Technical aids**

- 8.1 The Organiser is responsible for the correct use and proper return of all technical aids or equipment provided to them by the Hotel or procured on behalf of the Hotel from third parties, and is liable for any damage and loss. The Hotel is not liable for third-party claims.

- 8.2 The set-up, installation or placement of objects and equipment of any kind on the Hotel grounds and premises in connection with the event, including decorative materials, must in each case be agreed in advance with the Hotel and approved in writing.
- 8.3 In particular, the event guest warrants that all objects and equipment set up, installed or placed on the grounds and premises comply with the relevant safety and police regulations, and especially fire safety requirements, and that they can be removed without damage.
- 8.4 The event guest is only authorised to use their own telephone, fax machine or data transfer equipment with the prior written consent of the Hotel. The Hotel may request an appropriate connection fee for this.

## **9 Fire safety regulations**

- 9.1 The Organiser shall follow all of the Hotel's fire safety regulations, particularly relating to keeping escape routes clear, and warrants that all materials and decorations brought onto the premises meet fire safety regulations.
- 9.2 The use of sparklers, and other highly flammable and hazardous objects is strictly forbidden.

## **10 Shipping materials**

- 10.1 Deliveries for events must be communicated in good time in writing, at least before the deliveries reach the Hotel's banquet division. The Hotel reserves the right to refuse all deliveries whose sender or recipient is unknown. The Hotel does not accept any obligation or liability arising from this.
- 10.2 Shipping costs and customs duties for inbound parcels will not be borne by the Hotel. If this provision is not complied with, receipt of the parcel may be refused.

## **11 Bringing in food and beverages**

- 11.1 The customer may generally not bring food and beverages onto the premises.
- 11.2 Exceptions to this require a written agreement with the Hotel. In such cases, a fee will be charged to cover overheads.



## **12 Loss or damage of items brought onto the premises**

- 12.1 Exhibition or other items (including personal items) are brought into the event rooms and Hotel at the customer's own risk.
- 12.2 The Hotel accepts no liability for loss, destruction or damage, including financial losses, except where they are the result of the Hotel's wilful intent or gross negligence. In addition, all cases in which the safekeeping of such items is a contractual obligation due to the individual circumstances are excluded from this exemption of liability.

## **13 Liability of the Organiser**

- 13.1 The Organiser is liable for all damage to buildings or inventory caused by the event participants, its employees, other third parties under its responsibility or by the Organiser itself.
- 13.2 If the Hotel procures against payment for temporary use technical and other equipment from third parties for the guest at their request and on their behalf, this shall always be done in the name of and on account of the event guest. The event guest is liable for the careful handling of the equipment provided to them, as well as for the proper return of the same. The guest shall hold the Hotel harmless from all third-party claims arising from or in connection with the temporary provision of this equipment.

## **14 Copyrights/licences**

- 14.1 The event guest shall report services and actions that are connected with licensing rights, copyrights, personality rights and rights of use to the competent authorities and/or collecting societies on its own initiative and without solicitation. The guest shall directly bear all fees/costs associated with this.
- 14.2 The Hotel accepts no responsibility or liability for this.
- 14.3 Newspaper advertisements and other advertising in the broader sense – including partial or revised advertisements – with reference to events at the Hotel are only permitted with the express, prior written consent of the Hotel. The Hotel reserves the right to grant the event guest – against payment of a fee – a time-limited, non-exclusive licensing right to use the brands and/or logos of which it is the proprietor. However, the customer shall have no entitlement to the granting of licensing rights.

## **15 Withdrawal / cancellation of banquet room hire**

- 15.1 All cancellations must be made in writing.
- 15.2 A cancellation of the entire booking must take place more than 60 days before the start of the event, depending on the room booked. Later cancellations will be subject to the following fees:
- 60 to 32 days before the event: 100% of the room hire price
  - 31 to 14 days before the event: 100% of the room hire price plus 50% of the revenue lost according to the confirmation (excl. drinks).
  - From 13 days before the event: 100% of the room hire price plus 100% of the revenue lost according to the confirmation (excl. drinks)
- 15.3 For cancellations 32 days and more before the event, any advance services rendered and paid for by the Hotel will be charged (unless they can be cancelled free of charge).
- 15.4 In the event of the illegal or image-damaging use of the hired premises, the Hotel may withdraw from the contract or interrupt events in progress.
- 15.5 The hotel reserves the right to adjust its cancellation conditions according to the nature and size of the event. In such cases, this will be stated in the confirmation.

## **16 Withdrawal of the Hotel**

- 16.1 If an advance payment or other payment guarantee agreed or requested in accordance with point 5 is not paid, even after the lapsing of an appropriate short grace period granted by the Hotel, the Hotel will be entitled to immediately withdraw from the contract.
- Furthermore, the Hotel will be entitled to withdraw from the contract with immediate effect if it is not or no longer reasonable for the Hotel to start, continue or fully execute the contractual relationship, including but not limited to:  
If force majeure/other circumstances beyond the Hotel's control make executing the contract seem unreasonable;
  - If rooms and/or event rooms are booked using misleading or misrepresented material facts (e.g. the identity of the Guest or the purpose of their booking);
  - If the Hotel has reasonable grounds to believe that the use of the Hotel's services may endanger the smooth running of the business, or the security or reputation of the other guests and/or the Hotel, without this being attributable to the hotel's domain or organisational area.
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- Article 1953: Innkeepers or hoteliers are responsible for the theft or damage of these effects, whether the theft was committed or the damage caused by their employees, or by third parties linked to the hotel. This liability is unlimited, notwithstanding any clause to the contrary, in the event of theft or damage to objects of any kind deposited in their hands or which they have refused to receive without legitimate reason. In all other cases, the compensation due to the traveller is, to the exclusion of any lower contractual limitation, limited to the equivalent of one hundred times the rental price of the accommodation per day, except if the guest proves that the damage is the fault of the hotel or of any person for whom they are responsible.
- Article 1954: Innkeepers or hoteliers are not liable for theft or damage that occurs by force majeure, nor for loss that results from the nature or defect of the thing, provided they prove the facts that they allege.
- By way of derogation from the provisions of Article 1953, innkeepers or hotel keepers shall be liable for objects left in vehicles parked on the premises for their exclusive use, up to fifty times the rental price of the accommodation per day.
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## **18 Final provisions**

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18.2 Individual agreements shall take precedence over the corresponding provisions of these Terms to the extent that they expressly contain deviations from these Terms. All other provisions of these terms and conditions shall continue to apply.

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