

GENERAL TERMS AND CONDITIONS OF SALE

Article 1. Glossary

"the Hotel": LE PALACE DE MENTHON operated 665 Rte des Bains, 74290 Menthon-Saint-Bernard by LES BAINS DU LAC, a limited company with a capital of 2 100 000€ whose registered office is located at 67 Quai Charles de Gaulle in LYON (69006), and registered in the LYON Trade and Companies Register under number 402 753 081.

"The Site": <https://www.palacedementhon.com/fr/>

"Accommodation Contract": a contract for the provision by the Hotel of all the services defined below and which have actually been ordered by the Customer following the validation of his/her reservation online or by any other reservation method.

"Customer": An individual of legal age who has full legal capacity at the time of signing the establishment contract.

"Services": Services marketed by the Hotel, consisting, within the framework of a contract with the establishment, of the provision of rooms, the essential characteristics of which are presented on the Site, with or without meals and/or breakfasts and other complementary services linked to temporary accommodation, in particular artistic activities. These services comply with the provisions of article L.111-1 of the French Consumer Code and are listed on the Site.

"Extras": Services marketed by the Hotel consisting of services that are different from and complementary to those offered as part of the provision of rooms, the essential characteristics of which are proposed on the site.

Article 2. Scope of application

These General Terms and Conditions of Sale apply, without restriction or reservation, to all purchases of hotel room reservations and related services offered by the Hotel to consumers and non-professional customers on the Hotel's Internet site.

They define the rights and obligations of the Parties in the context of the remote reservation of services offered by the Hotel on its Site. They govern all the steps required to make a reservation and the monitoring of the reservation between the contracting parties, as well as its maintenance and validity.

The Customer is required to familiarise himself/herself with these terms and conditions before making any reservation; the choice and purchase of a service are the sole responsibility of the Customer.

The services listed on the site are offered to be provided to the Customer by the Hotel to the exclusion of any other place, following an effective reservation by the Customer.

Article 3. Capacity and acceptance of the customer

All Customers acknowledge that they have the capacity to enter into a contract under the conditions described in these General Terms and Conditions of Sale, i.e. that they are of legal age and not under

guardianship or trusteeship. However, the Hotel Management reserves the right to ask the Customer, upon arrival, for proof of identity, including in particular the Customer's date of birth.

Upon presentation of his/her identity document, the Customer undertakes to complete the individual police form in the countries concerned, in accordance with the provisions of articles R814-1 et seq. of the French Code de l'Entrée et du Séjour des Etrangers et du Droit d'Asile (Code on the Entry and Residence of Foreigners and the Right of Asylum).

The Customer acknowledges that these conditions form an integral part of the Contract of Establishment.

The Customer accepts that the General Terms and Conditions of Sale, the contractual documents informing him/her of the specific services and the prices of each of the services, as well as the order forms and the terms and conditions thereof, are presented to him/her online on the Site for the purposes of concluding the Settlement Agreement.

The Customer declares that he/she has obtained all the necessary information from the Hotel on the Site.

The Customer acknowledges that he/she has read and accepted these General Terms and Conditions of Sale, as well as all the elements of the proposal, before placing his/her order and that he/she has accepted all the terms thereof.

Any validation of an online booking from the Site by the Customer requires consultation and acceptance of these General Terms and Conditions of Sale.

The Customer expressly accepts that entering the required bank details, accepting these General Terms and Conditions of Sale and validating the booking request constitute an electronic signature within the meaning of article 1367 of the French Civil Code, which has the same value between the Parties as a handwritten signature.

Article 4. Services

The essential characteristics of the accommodation offered and the associated services are described on the Site; the information sheets for each category of rooms offered may be consulted without reservation:

- In the corresponding section of the Site,
- During the booking process under the room availability calendar
- And when choosing a room.

The photographs of the rooms are non-contractual insofar as the elements of presentation or interior decoration, as well as the dimensions of the rooms, differ from one room to another. The Hotel cannot be held responsible for this.

Article 5. Reservation

- Online booking process:

On the website, the Customer selects the services they wish to book, choosing the planned dates of their stay, the type of room and the rate, as well as any additional services.

After checking and validating the details and total price of the booking, the Customer enters their personal details and the information required for payment or prepayment (credit card details).

To confirm the booking, the Customer must validate these General Terms and Conditions of Sale.

The Customer undertakes to complete the information requested on the booking request and attests to the truthfulness and accuracy of the information provided.

- Online contract formation :

For reservations made exclusively via the Internet, a reservation is recorded on the Hotel's website when the Customer accepts these General Terms and Conditions of Sale by ticking the box provided for this purpose and validates his/her reservation. The Customer may check the details of his/her reservation and its total price and correct any errors before confirming his/her acceptance (article 1127-2 of the French Civil Code). This confirmation implies acceptance of these General Terms and Conditions of Sale in their entirety and constitutes proof of the sales contract.

Any reservation made on the Site constitutes the formation of a distance contract between the Customer and the Service Provider. The Customer is therefore required to check the accuracy of the reservation and to immediately report any error to the Hotel.

The sale of the Service shall not be deemed final until the Provider has sent the Customer confirmation of acceptance of the reservation by e-mail and the Customer has received payment in full.

The Hotel reserves the right to refuse any reservation from a Customer with whom there is a dispute relating to the payment of a previous invoice.

- Other booking methods :

Customers can also book by contacting the reservations department directly using the telephone number listed on the website +33 (0)4 78 17 50 90 or the e-mail address: reservation@palacedementhon.fr.

- Right of withdrawal / cancellation by the customer

In accordance with article L.221-28 of the French Consumer Code, the Customer is reminded that he/she does not have the right of withdrawal provided for in article L.221-18 of the French Consumer Code, if the services are provided on a specific date or at a specific time.

Without prejudice to the above provisions, the contractual terms and conditions may, where applicable, provide for a right of withdrawal, depending on the content of the booking validated by the Customer, and as indicated for each price, when the booking is made under the heading "Flexible Fares". In this case, the Customer will have been informed of the relevant cancellation conditions, which will also be indicated at the various stages leading to payment.

If the specific conditions of the tariff so permit, either for bookings made under the heading "Flexible Fares" or under another heading expressly mentioning the benefit of this right of cancellation, the Customer's right of cancellation must be exercised within a specific period of time. Late notification of cancellation will result in the application of late cancellation charges equal to the first night's accommodation, plus any Extras included in the Customer's reservation, according to the applicable rate, including all taxes, in the reservation validated by the Customer.

Cancellation by the Customer may be made by contacting the reservations department at reservation@palacedementhon.fr or at +33 (0)4 78 17 50 90.

Article 6. Rates and prices

The services offered by the Provider are provided at the rates in force on the Hotel's Website at the time the reservation is recorded by the Provider. Prices are expressed in Euros, excluding VAT and including VAT.

Prices relating to the reservation of services are indicated before and during the reservation process. Prices are valid in real time. Similarly, for other methods of booking by telephone or e-mail, the prices are valid at the time of the Customer's booking request.

Rates do not include tourist tax, which may be paid directly to the Hotel. The Customer undertakes to pay this tax and any other taxes that may be introduced, without any dispute, to the Hotel.

Prices are subject to value added tax (VAT) and are displayed as an amount including the VAT in force at the time of confirmation of the reservation, in euros or in the currency chosen by the Customer. The prices displayed are valid only for the period indicated on the Site.

All bookings are payable in euros, as indicated during the booking process. If payment is made in any other currency, any exchange charges will be borne by the Customer.

Unless otherwise stated, additional services, such as breakfast and other Services and Extras that may be selected, are not included in the price. However, the price of these additional services validated in the Customer's booking is payable during the online or offline booking process. These rates are also subject to VAT at the rate in force at the time of booking, where applicable, depending on the regulations applicable to these categories of products or services at a rate different from that applicable to room bookings.

If a rate requires payment to be made at the Hotel at the time of the Customer's arrival or departure, and if the Customer's currency is not the same as that of the country in which the Hotel is located, the rate charged by the Hotel may differ from the rate communicated at the time of reservation, taking into account possible changes in exchange rates between the date of reservation and the dates of stay at the Hotel.

The prices issued are determined by a practice of fine-tuning prices. They may therefore depend on a number of parameters such as (non-exhaustive list): the date of booking, the date of stay, the time between these two dates, etc.

Article 7. Payment

The Customer provides his/her bank details as a guarantee for the booking, except in the case of special conditions or tariffs requiring online payment, as stipulated during the booking process.

Entry of the means of payment is secured by SSL encryption. The following information will be requested from the Customer in order to finalise their reservations: card number, validity date and visual cryptogram in the case of online payment via the dedicated payment platform. The same applies to the communication of bank details required for bookings made by telephone or by e-mail, in accordance with the formal conditions required, which imply either payment at the time of booking or the requirement of a deposit by credit card imprint depending on the price of the booking

Payment is debited by the Hotel during the stay, except in the case of special conditions or rates, where payment is debited at the time of reservation.

The bank details used to guarantee the reservation are stored on the secure servers of the reservation software used by the Hotel, and are destroyed once the Customer has confirmed that payment has been made in full and that there are no objections to the service provided.

Article 8. Pre-contractual information

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

- The essential characteristics of the Services, taking into account the communication medium used and the Service concerned;
- The price of the Services and any ancillary costs;
- In the absence of immediate performance of the contract, the date or deadline by which the Hotel undertakes to provide the reserved Services;
- Information relating to the identity of the Hotel, its postal, telephone and electronic contact details, and its activities, and its activities, if not apparent from the context;
- Information relating to legal and contractual guarantees and how to make use of them;
- The possibility of recourse to a consumer ombudsman;
- Information on important contractual terms and conditions;
- The means of payment accepted.

Article 9. Conditions for the provision of services

- Damage, theft

Any item stolen from the room during the stay will be charged at the current rate, it being specified that these rates are available at the Hotel reception desk.

The Customer accepts and undertakes to use the room in a responsible manner. Any behaviour that is contrary to good morals and public order will lead the Hotel to ask the Customer to leave the establishment without any compensation or refund if payment has already been made. If no payment has yet been made, the Customer must pay the price of his/her reservation before leaving the establishment, regardless of any compensation he/she may be required to pay to the Hotel.

In the event of damage to the room, common areas or decorative items, the Hotel reserves the right to charge the Customer at the rate for damage caused and items stolen, and the corresponding compensation may be charged to the credit card used.

- No smoking

All rooms are non-smoking. The Customer will be held responsible for any direct and/or indirect, consequential damage resulting from the act of smoking in the Hotel. They will therefore be liable for the full cost of cleaning and restoring the damaged item or area to its original state. A penalty of 150 euros may be debited from the Customer's bank card.

An additional penalty may be charged to the Customer in the event of damage suffered by the Hotel as a result of the Customer's violation of the smoking ban.

- Pets

Pets, provided they are kept on a lead or in a cage in the hotel's public areas, may be accepted in accordance with the hotel's policy, subject to payment of a supplement. For reasons of hygiene, pets are not allowed in the dining rooms.

For regulatory reasons, we accept a maximum of 2 pets weighing less than 10 kg or one pet weighing more than 10 kg per room.

- WiFi

WiFi access enabling customers to connect to the Internet is offered to the Customer, who undertakes not to use it in contravention of the law, for the purposes of reproducing, representing, making available or communicating to the public works or objects protected by copyright or related rights, without the authorisation of the rights holders.

If the Customer does not comply with the aforementioned obligations, he or she risks being accused of counterfeiting (article L.335-3 of the French Intellectual Property Code), punishable by a fine of 300,000 euros and three years' imprisonment.

The Customer is also required to comply with the security policy of the Hotel's Internet service provider, including the rules for using the security measures implemented to prevent the illicit use of IT resources, and to refrain from any act that undermines the effectiveness of these measures.

- Hotel liability

The Customer is entirely responsible for any personal belongings left in the Hotel room, particularly outside the safe, or in the public areas of the Hotel. The Hotel may not be held responsible for the loss, theft, deterioration or damage caused to said belongings.

The Hotel guarantees, in accordance with legal provisions and without additional payment, the Customer against any lack of conformity or hidden defect resulting from a failure to provide the services reserved and actually paid for under the conditions and according to the procedures defined in these General Terms and Conditions of Sale.

The Services provided via the Hotel's Internet site comply with the regulations in force in France.

- Relocation

In the event of an exceptional event, force majeure or the impossibility of making the reserved room available to the Customer, the Hotel reserves the right to accommodate the Customer in whole or in part in a hotel of equivalent category, for services of the same nature, and subject to the Customer's prior agreement.

- Force majeure

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

Article 10. Complaints

For all complaints, the Customer is invited to send a letter or e-mail to the Hotel, no later than seven (7) days following the end of the stay:

reservation@palacedementhon.fr

The Hotel is bound by the guarantee of conformity of the services, under the conditions set out in Articles L.111-2 et seq. of the French Consumer Code, without prejudice to any additional contractual guarantees that may be agreed outside these General Terms and Conditions of Sale, pursuant to a written contract duly signed by the Parties.

The Hotel may not be held liable for the non-execution or improper execution of the reservation in the event of force majeure, the act of a third party, the act of a Customer or the act of its partners, such as the unavailability of the Internet network, the impossibility of accessing the Site, external intrusion, computer viruses or, in the case of online payment, the refusal of the cardholder's bank to authorise the transaction.

The Parties may also have recourse to conventional mediation in the event of a dispute.

Contact details for the Consumer Ombudsman

After contacting the customer service at reservation@palacedementhon.fr, and in the absence of a satisfactory response within 60 days, the client may refer the matter to the Tourism and Travel Mediator, whose contact details are as follows:

By post:

MTV – MEDIATION TOURISME VOYAGE

Service dépôt des saisines

CS 30958

75383 PARIS CEDEX 08

Online submission: [Request a mediation – mtv](#)

Le Palace de Menthon is a member of the Tourism and Travel Mediation scheme through its affiliation with the professional union "UMIH", which is duly listed on the website <http://www.mtv.travel> under the "Members" tab.

Article 11. Information technology, freedom and privacy, image rights

The information requested from the Customer during the booking process, which is fully secure from end to end, is required to process his/her order and will be communicated to the Hotel and/or its online payment service provider.

In accordance with the provisions of Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended by Act no. 2018-493 of 20 June 2018, all Customers have the right to access, modify, rectify and delete any information concerning them, in accordance with the law and regulations in force. Customers also have the right, for legitimate reasons, to object to the processing of data concerning them. Should the Client require further information, he may refer to the Personal Data Protection Charter drawn up by the LAVOREL HOTELS Group, governing the use of all personal data collected by the Client or contact the dedicated service at the following address: rgpd@lavorelhotels.com.

The Client is informed that all personal data collected during the entire reservation process will be subject to automated processing for which the Hotel is responsible.

In particular, when paying online, the Customer's bank details must be transmitted by the payment service provider to the Hotel's bank in order to execute the establishment contract. The Customer is hereby informed that this transfer of data may be made to foreign countries that do not provide adequate protection for personal data within the meaning of Law no. 78-17 of 6 January 1978 (art. 69). However, the Customer consents to this transfer for the performance of the contract. The payment service provider has made a commitment to the Hotel to take all security and data confidentiality measures for said data transfers.

Reservations for overnight stays and/or Extras in the establishment concerned and their consumption by Clients and/or accompanying persons, or even mere presence in the establishment, do not authorise any audiovisual recording, photography or filming, whether on the premises or in the outbuildings of the Hotel, including the rooms, with a view to their commercial, promotional, advertising, press relations or public relations use, illustration of the Internet site, etc., and more generally any collective use of the information contained therein. and more generally for any collective use or use likely to involve the public. The interior architecture and graphic creations adorning the common areas and rooms of the establishment are protected by copyright, the rights of which are fully reserved.

We invite you to consult our customer data protection charter:

<https://www.lavorelhotels.com/charte-de-protection-des-donnees-personnelles-des-clients>

- **Article 12. Miscellaneous**

- Copyright

The content of the Site is the property of the Hotel and its partners and is protected by French and international intellectual property laws. Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright. In addition, the Hotel retains ownership

of all intellectual property rights to the photographs, presentations, studies, drawings, advertising materials, etc. produced for the purpose of providing the Services to the Customer. The Customer shall therefore refrain from reproducing or using said materials without the express prior written authorisation of the Hotel, which may require financial compensation.

- Applicable law – Language

These General Terms and Conditions of Sale are governed by French law.

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

In the event that one of the provisions of these General Terms and Conditions of Sale is declared null and void or without effect, in any manner and for any reason whatsoever, it shall be deemed unwritten and shall not entail the nullity of the other provisions. All disputes that may arise between the Parties in connection with the interpretation and/or performance of these General Terms and Conditions of Sale shall be subject, in the absence of an amicable agreement, to the exclusive jurisdiction of the competent court within the jurisdiction of the LYON Court of Appeal, with the exception of disputes concerning non-traders, for which the legal rules governing the attribution of jurisdiction shall apply.

The Customer is hereby informed that he/she may in any event have recourse to conventional mediation, in particular with the Consumer Mediation Commission (article L 612-1 of the Consumer Code) or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

- **Article 13. OPPOSITION TO TELEPHONE CANVASSING**

The user has the option of registering on the telephone anti-solicitation list (BLOCTEL platform) by calling +33 (0)4 78 42 96 81.