

## TERMS OF SALES

These general conditions of sale are intended to govern the commercial relations between the company société Hôtel Carlton , 7, Avenue Edith Cavell 06310 BEAULIEU SUR MER hereinafter referred to as "the Hotel") and its customers.

### Preamble

1. These General Conditions of Sale apply to individual reservations made by the customer for his personal needs.
2. The reservation request entails acceptance of these conditions of sale and full and unreserved acceptance of their provisions.
3. The reservation request must be made in the name of one of the people who will be staying at the Hotel (hereinafter referred to as the "Customer").
4. The customer acknowledges having read and accepted these general conditions of sale and the conditions of sale of the reserved rate accessible on the website.
5. The client declares to have the capacity to contract, that is to say to be of legal majority and not to be under curatorship or guardianship.
6. The customer's agreement concerning the general conditions of sale and the conditions of sale of the reserved rate occurs when the reservation is made; no reservation is possible without this agreement.
7. The payment made during a reservation whose conditions of sale of the tariff do not allow the modification and the cancellation of the reservation, will be called hereinafter the prepayment.

### Article 1: Reservation

1. The reservation is deemed to have been made upon validation of the bank details.
2. The customer may reserve on the Website, individually, and for his personal needs, a limited number of rooms per reservation and on a single Mobile Service. For all reservations of more than 4 (four) rooms, the Hotel reserves the right to apply specific pricing conditions and cancellation policies to the corresponding contracts.
3. The customer agrees, prior to any reservation, to complete the information requested on the reservation request.
4. The client certifies the truthfulness and accuracy of the information transmitted.
5. The reservation procedure includes the following steps:  
  
step 1: choice of room and rate;

step 2: selection, if necessary, of one or more additional services (valid only on the site);

step 3: verification of the details of the reservation, its total price, the applicable sales conditions and any adjustment of the choice (room, price, additional service);

step 4: filling in the customer's contact details;

step 5: entering the bank card in the event of a guarantee or prepayment request

step 6: consultation and acceptance of the general conditions of sale and the conditions of sale of the reserved rate before the validation of the reservation;

step 7: validation of the reservation by the customer.

## Article 2: Cancellation conditions

1. The customer is reminded, in accordance with article L. 121-20-4 of the Consumer Code, that he does not have the right of withdrawal provided for in article L. 121-20 of the Consumer Code. consumption.
2. The conditions of sale of the reserved rate specify the terms and conditions for canceling and/or modifying the reservation.
3. Reservations with prepayment cannot be modified and/or canceled. The sums paid in advance, which are the deposit, will not be refunded. In this case, it is mentioned in the conditions of sale of the tarif.
4. When the conditions of sale of the reserved rate allow it, the cancellation of the reservation can be made directly on the Site or the Mobile Services via the section: "Consult or cancel your reservation".
5. In the event of interruption of the stay (unscheduled departure) the entire stay will be due on the basis of the stay initially confirmed. In the case of reservation with prepayment, no refund will be made.
6. Unless expressly provided otherwise, the rooms are made available from 3 p.m. on the day of arrival and the customer must leave the room before 11 a.m. on the day of the end of the reservation. Late check-out is possible upon request, subject to room availability and at an additional cost.

## Article 3 - Price

1. The prices are indicated in euros. The prices take into account the VAT applicable on the day of the order and any change in the rate applicable to VAT (10%) will be automatically passed on to the prices indicated on the date of invoicing.

2. The prices indicated only include the services strictly mentioned in the reservation. To the price mentioned in the reservation will be added, during invoicing, the additional services provided by the hotelier during the stay and the tourist tax.

3. The applicable prices are those in force on the day of the reservation. Only the price indicated in the booking confirmation is contractual.

#### Article 4: Methods of payment

1. Payment for all services will be made directly to the hotel (except for reservations pre-payable at the time of booking).

2. The customer communicates his bank details as a guarantee of the reservation except under special conditions or rates, by credit or private bank card (Visa, Mastercard, American Express) by indicating directly, in the area provided for this purpose (secure entry by SSL encryption), the card number, without spaces between the numbers, as well as its validity date and the visual cryptogram. A pre-authorization of the amount of the first night will be made at the time of booking as a guarantee.

3. Payment is debited at the hotel on arrival, except in the case of special conditions or rates where payment is debited at the time of booking (online prepayment on certain rates). This prepayment is called a deposit.

4. In the case of a rate subject to online prepayment, the amount paid in advance, which is the deposit, is debited at the time of booking.

5. At the time of prepayment, the amount that is debited when booking includes: the price of accommodation, the price of catering if breakfast is chosen, taxes and any other additional services selected by the customer, except tourist tax

6. In the event of a no show (reservation not canceled - customer not present) of a reservation guaranteed by credit card, the hotel will debit the customer for the entire stay initially confirmed on the credit card which was given as a reservation guarantee.

7. The credit card used for prepayment can be requested by reception upon arrival at the hotel. It must be in the name of the reservation. Otherwise, it will be necessary to contact the hotel in advance, to complete an authorization form and provide a copy of the card holder's bank card and identity document for authorization. If necessary, the hotel may ask the customer to pay the deposit on site with his own bank card in exchange for which the hotel will refund the deposit initially paid on the card used to make the reservation.

#### Article 5: Removal

In the event of force majeure, exceptional events or technical problems in the hotel making the customer's stay impossible, the hotel will make every effort to find alternative accommodation, if possible in a hotel of the same category or of a

higher category. The possible additional cost of the room and the outward journey between the 2 hotels will not be borne by the hotel.

#### Article 6: Hotel stay

1. The customer is asked, upon arrival at the hotel, to complete an arrival form. To do this, the customer will be asked to present an identity document in order to verify his identity. The hotel reserves the right to cancel the reservation if the customer does not present an identity document.

2. The client accepts and undertakes to use the room reasonably and in accordance with its intended purpose. Also, any behavior contrary to morality and public order will lead the hotelier to ask the customer to leave the establishment without any compensation and/or without any refund, if payment has already been made. In the event that no payment has yet been made, the customer must pay the price of the nights consumed before leaving the establishment.

3. The customer agrees that the computer resources (WIFI access) made available to him by the hotel will not be used in any way for illicit purposes. The customer is also required to comply with the security policy of the hotel's internet service provider, including the rules for using the means of security implemented in order to prevent the illicit use of the resources computers and to refrain from any act that undermines the effectiveness of these means.

4. The customer will be held responsible for any damage, any degradation, any act of vandalism which could occur because of the occupation of the premises and/or because of the participants and/or the staff for whom he is responsible, both to property and damage resulting from the use of the Internet network such as loss of data, viruses, service interruption.

5. Animals weighing a maximum of 7 kg are accepted, for an additional fee, as soon as they are kept on a leash or in a cage in the common areas of the establishment. The hotel can request an up-to-date health record and the use of a flea collar. In the event of degradation or damage caused by the animal, the responsibility of the owner of the animal will be directly engaged. For hygienic reasons, animals are not allowed in the dining rooms.

6. Smoking or vaping is not permitted inside the hotel. Otherwise, the customer is liable to a penalty corresponding to the closing and complete cleaning of the room.

#### Article 7: Complaints

Any complaint must be sent to the hotel or by registered letter A/R, no later than 15 days after the date of departure, under penalty of foreclosure.

#### Article 8: Responsibilities

1. The photographs presented on the site are not contractual. Even if all the best efforts are made so that the photographs, graphic representations and the texts

reproduced to illustrate the hotels presented give as accurate an overview as possible of the accommodation services offered, variations may occur, in particular due to the change of furniture. or possible renovations. The customer cannot pretend to any claim from this fact.

2. The hotel cannot be held responsible for the non-execution or poor execution of the reservation in the event of force majeure, due to a third party, unforeseeable and insurmountable, due to the customer or due to its partners, such as the unavailability of the Internet network, impossibility of access to the website, external intrusion, computer viruses or in the event of prepayment not authorized by the bearer's bank.

#### Article 9: Respect for privacy and protection of personal data

1. The Hotel implements the processing of personal data, for which it is responsible.

2. As part of this processing, the Hotel collects information concerning the identity of the customer, his email and/or postal address, his telephone number, the credit card information necessary for the payment of the room and other information related to specific customer requirements.

3. The customer is informed, on each of the personal data collection forms, of the mandatory or optional nature of the answers by the presence of an asterisk.

4. Any service will be subject to a recording accessible by the customer on request at the following address: [info@carlton-beaulieu.com](mailto:info@carlton-beaulieu.com)

5. In accordance with Law 78-17 "Informatique et Libertés" of January 6, 1978 as amended and the General Data Protection Regulations which came into force on May 25, 2018, the customer has a right of access, rectification and opposition to the personal data processed concerning them.

6. The customer may also refuse processing, request its limitation or request the deletion (within the limits of the legal retention periods) of personal data.

7. This right can be exercised by simple written request to the address [info@carlton-beaulieu.com](mailto:info@carlton-beaulieu.com), who will respond to the requests made.

8. The purpose of the processing of the personal data collected corresponds to the obligations relating to the services provided (customer management, commercial prospecting, production of statistics).

9. Some personal data may be collected for services provided by Hotel service providers with a view to booking or performing the contract, hotel booking, quality control management, complaints (TOPSYS, APALEO , ). These providers have their own privacy policies. We accept no responsibility for their policy or the processing of personal data.

#### Article 10: Applicable law - language

These general conditions of sale are governed by French law.

The authentic language is French. If the general conditions of sale were to be translated into a foreign language, the French language would prevail over any other translation in the event of a claim, dispute, difficulty in interpreting or executing these conditions and more general concerning the existing relations between the parties

Article 11: Evolution / modification of the general conditions of sale by Internet

These General Conditions of Internet Sale may be modified and/or supplemented at any time. As soon as it is put online, the new version of the General Conditions of Sale by Internet will automatically apply to all customers.