

## GENERAL TERMS AND CONDITIONS OF SALE 2018 Meetings and Business groups

### ARTICLE 1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale apply to services related to the sale of hostelling services (such as seminars, meetings, congress and conventions) provided by the Hotel specified on the attached quote/contract. These General Terms and Conditions of Sale are sent to the Client together with the quote/contract to enable it to make its reservation. Any reservation consequently implies that the Client fully and unconditionally accepts these General Terms and Conditions of Sale. The General Terms and Conditions of Sales, together with the related contract/quote, make an indivisible whole. In the event of a discrepancy/conflict between the provisions set forth in the contract/quote signed by the Client and the provisions set forth in these General Terms and Conditions of Sale, the provisions of the quote/contract shall prevail. If the Client intends to assert its General Terms and Conditions of Purchase, and in the event of a discrepancy/conflict between the provisions set forth in this document and in client's General Terms and Conditions of Purchase or the proposal agreed between the Client and the Hotel, the provisions of this document and/or the provisions of the quote/contract shall prevail. The Client will provide Users with these general terms and conditions and undertakes to collect their express acceptance. The Hotels operating under the ACCORHOTELS Group brands are managed by separate companies legally distinct of ACCORHOTEL Group. As such, they are solely responsible for the obligations provided under these General Terms and Conditions of Sale and the contract/quote.

### ARTICLE 2. DURATION OF THE CONTRACT

These General Terms and Conditions of Sale shall enter into force at the date of signature of the contract/quote and shall expire automatically on the date of the latest achievement of the obligations provided under this contract/quote and the present General Terms and Conditions of Sale. The contract/quote and the General Terms and Conditions of Sale shall not be subject to tacit renewal.

### ARTICLE 3. CONFIRMATION OF THE RESERVATION

The Client must confirm the reservation by telephone, fax, email before the option date specified in the quotation/contract and return a copy of the quote/contract and the General Terms and Conditions of Sale to the Hotels duly dated, with initials on each page and signed by the Client, bearing the handwritten note "Approved" together with its stamp. These documents must be accompanied by payment of the deposit set forth in Article 11. Since the signing of the contract/quote, the deposit will be due by the Client. Failing that, the Hotel will not confirm the reservation and will not guarantee the availability of the premises/rooms reserved. Failing to pay the deposit, the Hotel will consider that the reservation is cancelled and the Client undertakes to pay any amount due under article 7. Moreover, the Hotel reserves the right to withdraw its offer without the Client having the right to claim any compensation or damages, if before the confirmation of the reservation, a new circumstance arises that might adversely affect the running of the Hotel, the safety of the persons, public order and good morals.

### ARTICLE 4: ORGANISATION OF THE RESERVATION

**1/ Rooms:** The Client must send the rooming list (the list of the Participants' names attending the event and room allocation) in writing (mail letter or fax) to the Hotel eight (8) days at the latest before the scheduled arrival date. The reserved rooms shall be made available to the guests as from 3pm on the arrival date. The rooms must be vacated at midday at the latest on the departure date. If this time limit is exceeded, an additional night at the displayed retail rates will be invoiced.

**2/ Dining numbers:** The Hotel informs and describes to the Client the benefits which are available to it. The Client remains responsible for its choices of services and the adequacy to its needs and the responsibility of the Hotel cannot be committed in any way. The Client must confirm in writing to the Hotel the exact dining numbers for each meal and his meal selection eight (8) working days at the latest before the starting date of the event (not including Saturdays or Sundays). After this date or in case of difference between confirmed dining choice and those approved by the Hotel, the Hotel reserves the right to impose a choice in the category chosen by the Client and/or to refuse complementary services without being liable. It is specified herein that meals not consumed in the scope of a package shall not give rise to a price reduction nor be taken away by the Client. A reduction in the services ordered (number of meals, menu, buffet, etc.) is deemed to be a partial cancellation of the reservation subject to the application of Article 7 of these document.

**3/ Rental of the premises:** If number of Participants is lower than the number specified on the quote/contract or accepted by the Hotel, the Client may be granted alternative premises than initially scheduled for reasons relating to the Hotel running. It's expressly provided that the Client will not sue the Hotel if works occur during all or part of the Hotel services, within the premises of the Hotel or outside. The Client may not obtain financial compensation or damages in case of alternative premises or works. Any request for modification of the premises (change of

furniture...) from the accepted quote/contract must be done in writing up to 48 hours before the start of the event. Beyond these 48 hours, an extra rate will be applied by the hotel based on changes requested by the Client.

**4/ Modification of the number of Participants:** In case of modification of the number of Participants, Client must inform the Hotel at least eight (8) days before the event. A reduction in the number of Participants is deemed to be a partial or total cancellation of the reservation giving rise to the application of Article 7 herein, in particular if said reduction relates to the accommodation, dining services or rented premises. If the number of Participants is higher than the number specified on the quote/contract, the rental of the premises shall only be confirmed by the express written permission of the Hotel, subject to availability after receipt of the additional deposit corresponding to the difference in the price of the reservation. In case of non-availability, the contract/quote will remain in force in the same term and conditions stated in the quote/contract.

### ARTICLE 5/ MODIFICATION OF SERVICES

Any request for modification of the services in relation to an accepted quote/contract must be sent in writing to the Hotel and will be charged. The Hotel may, at any time and without any reason, refuse the request for modification. In the absence of written acceptance from the Hotel within eight (8) days of receipt of the request, the agreement is deemed to continue in accordance with the terms and conditions set forth in the contract/quote accepted by the Client. In this case, the Hotel won't be sought for the payment of any compensation.

### ARTICLE 6. NO SHOWS

In the event of no-show (cancellation without notice), the Hotel will charge the customer a compensation equal to one hundred percent (100%) all taxes included of the reserved services for the entire stay. The Client undertakes to pay the amount defined in Article 11 of these General Terms and Conditions of Sales in case of no-show.

### ARTICLE 7. CANCELLATION

As invoicing is based on the services ordered for the entire stay, the Client is asked to pay the greatest attention to the following terms and conditions relating to cancellation. Cancellations in full or in part of the initial reservation must be sent in writing to each of the Hotel. In case of interruption of the stay, for any reason whatsoever, the full price including VAT for the entire stay will be collected without any complaint from the Client. It is considered as a cancellation any interruption of stay, regardless the reason for the interruption. It is considered as a full or partial cancellation any cancellation received by the Hotel beyond the schedule hereon.

**1/ Full cancellation:** Are considered as full cancellation giving rise to the application of the terms and conditions the change of date of the event and/or the non-compliance with the payment due dates in contractual terms. Likewise, cancellation of more than fifty percent (50%) of the number of rooms per night, of the number of Participants per day/persons and/or of the total amount of the quote is considered as a full cancellation and cancellation fee calculated as follow will apply, a new quote with new rate conditions will be sent by the Hotel for the percentage that will remain confirmed beyond the cancellation of more than fifty percent (50%). In case of non-compliance, the Hotel shall have the right to demand the Client to immediately pay the outstanding balance all taxes included for the event. Payment shall then be received by the Hotel within eight (8) days as of the date of the Hotel's written request. In absence of payment within this time limit, the event shall be deemed to be cancelled by the Client and can be asked to damages by the Hotel. In the event of full cancellation, the Hotel shall keep as a penalty or shall invoice the Client as after-specified:

- If the cancellation notification is received more than thirty (30) days before the first day of event: the amount of the deposits all taxes included provided for in the specific terms and conditions or deposits due at the time of cancellation (in this case, the Client agrees to pay the deposits within three (3) days),

- If the cancellation notification is received thirty (30) days or less before the first day of the event: one hundred percent (100%) of the amount, all taxes included, of the reserved services.

**2/ Partial cancellations:** A partial cancellation corresponds to a reduction in the amount of the contract/quote, for any reason whatsoever: reduction in the duration of the event, reduction of less than fifty percent (50%) of the number of rooms/persons and/or services reserved or the total amount of the quote. In case of partial cancellation, the Hotel shall keep as penalty:

### For events of less than eighty (80) Participants:

- Until sixty (60) days before the first day of the event: no penalty in case of partial cancellation,

- Between fifty-nine (59) and thirty (30) days before the first day of the event: cancellation without penalty of fifty percent (50%) of the total amount (all taxes included TTC) without penalty. Beyond these fifty percent (50%), fifty percent (50%) will be kept or paid as penalty.

- Between twenty-nine (29) and seven (7) days before the first day of the event: cancellation without penalty of twenty percent (20%) of the total amount (all taxes included TTC) without penalty. Beyond these twenty percent (20%), eighty percent (80%) will be kept or paid as penalty.

- Less than seven (7) days before the Event, one hundred (100%) of the amount all taxes included, of the reserved services will be kept or paid as penalty.

### For events of more than eighty (80) Participants:

- Until three hundred and sixty-five (365) days before the first day of the event: no penalty in case of partial cancellation,

- Between three hundred and sixty-four (364) and one hundred and eighty (180) days before the first day of the event: cancellation without penalty of fifty percent (50%) of the total amount (all taxes included TTC) without penalty. Beyond these fifty percent (50%), fifty percent (50%) will be kept or paid as penalty.

- Between one hundred and seventy-nine percent (179) and sixty (60) days before the first day of the event: cancellation without penalty of twenty percent (20%) of the total amount (all taxes included TTC) without penalty. Beyond these twenty percent (20%), eighty (80%) will be kept or paid as penalty,

- Between fifty-nine (59) and thirty (30) days before the first day of the event: cancellation without penalty of ten percent (10%) of the total amount (all taxes included TTC) without penalty. Beyond these ten percent (10%), nineteen (90%) will be kept or paid as penalty,

- Less than thirty (30) days before the Event, one hundred percent (100%) of the amount, all taxes included, of the reserved services will be kept or paid as penalty.

**3/ Adjustment of the cancellation conditions:** The above terms and conditions relating to cancellation may be adjusted based on the Hotel's operating requirements and/or on the special or complex nature of the event.

### ARTICLE 8. ROOM TRANSFER

In the event of unavailability of the Hotel, in case of technical problem, in case of a force majeure event, construction work or for any reason whatsoever the Hotel will do its best efforts to accommodate, in full or in part, the Participants in an equivalent Hotel all the costs relating to the transfer being borne by the Hotel (except in case of force majeure). The Hotel may not have any claim for compensation brought against it.

### ARTICLE 9. RATES

Rates are specified in euros excluding taxes (rates HT). The rates specified on the contract/quote are given for a period for a period up to an option date. After this time limit, they may be modified. The VAT rates and/or any taxes applied to the rates specified on the contract/quote expressed in HT and/or all taxes included TTC will be the rate applying on the date of the invoice. Rates may be increased by the tourist tax in some towns. They may be amended in the event of a legislative and/or regulatory change that may cause price variation such as: change in the applicable VAT rate, introduction of new taxes, modification of an existing tax, etc. If before the arrival date, the order (number of rooms and/or persons and/or meals and/or meeting rooms, etc.) is at least ten percent (10%) lower than the initial contract/quote, the Hotel shall offer new rates.

### ARTICLE 10. ADDITIONAL HOURS FOR LATE OPENING

The rental times of the premises are broken down as follows: Either from eight (8) am to seven (7) pm or seven (7) pm to midnight (00.00) am. After these times, additional rental costs shall be applied on the basis of the in force rates. The Client shall be invoiced for the staff costs incurred for overtime after four (4) pm for a lunch and after eleven (11) pm for a dinner/cocktail on the basis of the in force rates.

### ARTICLE 11. TERMS AND CONDITIONS OF PAYMENT

**1/ Deposits:** A deposit (unless otherwise provided on the quote/contract) of eighty-five percent (85%), all taxes included, for the event reserved must be paid following the schedule. This deposit may be increased to one hundred percent (100%) of the total amount all taxes included of the reserved event based on operating requirements, the specificities of the event or special circumstances such as events, trade fairs, exhibitions, and the Client. In case the Client won't pay the deposit at the time of booking, the Hotels won't reserve the rooms and services. In any case, the Client will have to pay the deposit specified in the quote/contract. The contract/quote will be terminated at the exclusive fault of the Client. A deposit invoice shall be delivered by the Hotel after it receives payment of the deposit.

The deposit calendar is as following:

**For events of less than eighty (80) Participants:** A deposit of eighty-five percent (85%) of the total amount, all taxes included, for the event must be paid on the signing date.

### For events of more than eighty (80) Participants:

- A first deposit of ten percent (10%) of the total amount (including VAT) for the event, which is payable on the signing date of the contract/quote,

- A second deposit of thirty percent (30%) of the total amount all taxes included of the event, payable one hundred and eighty (180) days before the beginning of the event,

- A third deposit of thirty percent (30%) of the same total amount all taxes included, payable sixty (60) days before the beginning of the event,

- A fourth deposit of fifteen percent (15%) of the same total amount all taxes included, payable thirty (30) days before the beginning of the event,

In case of a booking in a shorter period as the aforementioned schedule, the deposit will be accrued and paid on the date of the reservation.

It is hereby stipulated that amounts paid in advance shall not bear interests.

**2/ Terms of payment:** The amount of the deposit(s) shall be deducted from the final invoice (outstanding balance), subject to the application of any cancellation penalties and other services that may be invoice (for example: services ordered by Users). Unless otherwise provided on the contract/quote, invoices for

the outstanding balance shall be paid within three (3) days at the latest from the invoice date. No extension of the payment time will be given to the Client. The Client may have to provide a guarantee (collateral-cash deposit, joint and several guarantee or first demand guarantee). Early payment shall not give rise to a discount.

**3/ Low Invoicing:** Three hundred euros (300 €), tax not included, is the lowest unit sum a Hotel may invoice. Invoicing a lower sum may lead the Hotel to collect management fees for at least twenty euros (20 €) taxes not included.

**4/ Methods of payment:** Paying deposits and invoices can only be done by bank transfer or, failing this, by bank cheques issued over a banking institution located in the same country the event is taking place, or by cash (within legal limit). Bank fees linked with invoices' payment are payable by the Client.

**5/ Electronic invoicing:** In the case of the Hotel and the Clients agree to use electronic invoicing, the Client unreservedly accept to receive the invoices from the Hotel exclusively by electronic means, in accordance with Article 289 of the French General Tax Code.

**6/ Individual payment:** Payment of additional services (laundry services, mini-bar, telephone, etc.) and other services ordered individually by one or more Participants shall be paid directly by said Participants at the Hotel's reception desk before their departure (individual payment). In the absence of payment by one or more Participants of the ordered services in addition to the services included on the contract/quote (extra, meals, etc.), the invoice shall be sent to the Client, who undertakes to settle it three (3) days at the latest from the invoice date. In the event of contractual individual payment, the relevant Hotel shall return the deposit to the Client within eight (8) days from receipt of the whole sums owed in relation to the event by the Hotel concerned. Any unpaid amount shall be deducted from the deposit and the outstanding balance shall be returned to the Client.

**7/ Amendment to invoicing or settlement terms:** Hotels shall officially accept in writing any and all special measure of the quote/contract that infringes invoicing or settlement terms stated in this article, as well as any later request of amendment of these terms. If so, the Client will be charged for file management fees. These fees come to three percent (3%) of the total amount of the event, all taxes included, for at least twenty (20) euros, taxes not included. Besides, any deterioration of the Client's financial situation intervening before the event's beginning date may result in a revision of the settlement terms, in accordance with the Hotel credit policy.

**8/ Non-payment:** Failing payment at the contractual due date, penalties for delay shall be payable at a rate of fifteen percent (15%) per annum from the day following the due date of the invoice date, calculated on the total amount of the invoice, all taxes included. In addition, a compensation of forty euros (40 €) per debt will be payable from the day following the due date of the invoice which will add an additional compensation to cover all costs incurred in the event of litigation recovery. Besides, any non-payment at the contractual due date will immediately make payable all debts corresponding to invoices emitted by the Hotel and still due by the Client, as well as the requirement of the pre-payment of any new request of reservation following the formal notice specifying the forfeiture of term.

**8/ Middleman commission:** If the event is organised with help of a middleman, the commission will only be calculated on the sums corresponding to the amount of the consumed services and duly collected by the Hotels and will be invoiced by the middleman. Collecting the total amount of the event is the precondition for paying the commission. The payment of the commission shall be subject to the prior full payment of the event. The commission is based on the price of the room excluding taxes (rate HT). The amount of the commission thus calculated is an amount exclusive of VAT to which the VAT will be added in accordance with the rate in effect at the date of invoicing.

#### **ARTICLE 12. PHOTOGRAPHIC REPORT – REPORTING – FILMING**

The Client is personally responsible for obtaining all necessary authorisations in case of photographic report or film. Before filming or reporting the Client must request permission to film or to shot in the Hotel. Otherwise, the Hotel will have to deny its access to the photographer or the cameraman. For the purpose of the reproduction or representation and eventually the exploitation of the film or photographic report, the Client undertakes to obtain the prior written and informed consent of each persons whose are filmed and/or whose words are registered during filming or reporting.

#### **ARTICLE 13. RETAIL SALES**

The Client must supply to the Hotel a copy of the preliminary declaration for retail sales that must be sent to the mayor of the city where the Hotel is located. Fifteen (15) days at the latest before the beginning of the sale, the Client must supply to the Hotel a copy of the acknowledgement of receipt or of the deposit slip. These documents must be supplied when the premises are rented for a retail sale, or as soon as an order for goods is made, even if no publicity was made for this event. Under no circumstances may the sale exceed the time specified on the preliminary declaration. It is reminded herein that such sales cannot exceed two (2) months per calendar year in the same Hotel. Failure to supply either a copy of the preliminary declaration and of the acknowledgement of receipt, or a copy of the preliminary declaration and of its deposit slip shall lead to

the application of the cancellation conditions stated for in Article 7. The Client undertakes to provide the Hotel with any display relating to the event for a prior approval and agrees to comply with the legislation in force relating to display in the municipality /department /region. The Hotel can't be held responsible for any lawless behaviour relating to the display. In case of litigation, only the Client shall be liable for lawless behaviour.

#### **ARTICLE 14. EXHIBITIONS, TRADE FAIRS AND DECORATION**

Any and all facilities installed by the Client shall comply with the provisions of the Hotel's specifications and with the most-recent safety guidelines in force, and shall be subject to the prior approval of the safety commission. Any and all project for decoration or installation of stands shall be referred to the Hotel and shall include five (5) copies of the layout plans; otherwise authorisation to display may be refused. Clients organising trade fairs, as defined in Article L.762-2 of the French Commercial Code, shall provide the Hotel, at least fifteen (15) days prior to the start date of the event, with a copy of the event's declaration receipt as well as an insurance stating the amounts and coverage limits. The Client undertakes to return the rented premises to their original condition, at its expense.

#### **ARTICLE 15. RECRUITMENT**

If the Client intend to provide services of employment agency, the Client shall comply with any and every obligations resulting from the L.5321-1 and following articles of the French labour code ("Code du travail"). Consequently, when interviews or selection of applicants take place to the Hotel the Client shall:

- Provide the establishment with proof that he/she/it is in order with the local labour inspectorate;

- Specify its corporate name on its employment advertisements.

At the same time as it sends the accepted contract/quote and the deposit, the Client undertakes to certify to the Hotel, in a written document, that it meets both the above conditions. Under no circumstances may the Hotel's staff participate in the recruitment process, in particular, by distributing questionnaires to applicants at the Hotel's reception desk.

#### **ARTICLE 16. ADMISSION FEES**

The Client undertakes to declare in writing to the Hotel, at the same time as it accepts the contract/quote and pays the deposit, its undertaking to accept full liability relating to the admission fees for the event organised in its Hotel. In this case, the admission fees must be collected inside the rented premises. Under no circumstances must the Hotel's staff take part in collecting such fees.

#### **ARTICLE 17. COPYRIGHT – ROYALTIES**

The Client will assume personally responsibility for any and all declarations and payments of any and all royalties, in particular with all filings and the payment of all fees, in particular to the SACEM (the French body responsible for collecting and distributing music royalties for authors) and the SPRE (French body responsible for collecting and distributing music royalties for producers) and to the SPRE, in respect of the broadcasting of any and all musical works and, more generally, for any and all entertainment inside the premises. The Client must provide proof to the Hotel, prior to the event, of the declaration submitted to SACEM. The Client guarantees the Hotel and ACCORHOTELS from all contestation linked to the use of those rights against the Hotel and ACCORHOTELS and undertakes to take in charge all the corresponding expenses. The Client is informed that any broadcast of a sporting event or other in a meeting room is considered as public diffusion. Also, the Client shall be personally responsible for obtaining the required authorizations from any company and/or organization of collective management of copyright and related rights and will be solely responsible for payment of all fees payable linked with this diffusion. In addition, the Client agrees to make no advertising on the broadcast of this event within the exhibition provided hereunder nor use commercially the event for its customers who participate to the event organized by Client.

#### **ARTICLE 18. TRANSPORT**

It is hereby specified that the Hotel does not carry on any services related to transporting the Participants. The Hotel can't be responsible for any problems and consequences related to transport Participants (delays, cancellations).

#### **ARTICLE 19. INSURANCE - DAMAGE - BREAKAGE – THEFT**

The Client is responsible for all damages including personal injury, material and immaterial damages which could be linked with this contract/quote and in particular for damages and risks associated to his function, activity and more generally, any damage to the Hotel, its furniture, the Participants, Clients of the Hotel or external, occurring by the Client's fact, its activity and/or because of the equipment he brought. In all cases, the Client warrants that the Hotel and/or any company of ACCORHOTELS Group against any action relating to the manifestation, profession or activity of the Client and will join any legal action that may be brought by one of its contributor or its Participants against the Hotel and/or any company of ACCORHOTELS Group. The Client shall bear the costs and the payment of any compensation, sentence which may be requested to the Hotel and/or another company of ACCORHOTELS Group linked with the signing, the execution or the end of this contract/quote. The Client is responsible for the storage of the property and equipment brought by itself or the Participants, and has to assure cloakrooms. The Client shall personally deal with taking out all insurance policies (damage – civil liability) that it deems necessary. The Client certifies to be insured with a reputable, financially solvent company to cover the financial consequences

of its liability including in particular damages and risks related to its profession, and more generally, any damages caused to the Hotel. He agrees to maintain adequate coverage of liability throughout Hotel services, meetings or conferences. In particular, the Client is invited to take out a specific insurance policy in the event where large equipment or valuable property is present insofar as the Hotel shall not be held liable in the event of damage or theft of said property. The Client shall be liable for all damage caused indirectly through it (in particular, by the Participants or their guests) and undertakes, in the event of damage to the rented premises, to bear the rehabilitation costs of said premises. The Hotel may under no circumstances be held liable for any form of damages whatsoever, in particular fire or theft, that may affect the objects or equipment left by the Client or the Participants for the event for which the reservation is made. The Hotel may receive any parcel delivered at its address prior and during the event, but shall never be liable for any incident, damaging, incorrect number of parcels, damaging parcel, or any other delivery problem. The Client undertakes to enquire directly at the provider or carrier office. Hotels belonging to ACCORHOTELS Group benefit of the ACCORHOTELS's insurance group policies. The Hotels managed and franchised by ACCORHOTELS Group are covered by insurance policies purchased by the owners of establishments. If the Client wants to involve provider in the organisation of its event The Client has to ask the prior written consent of the Hotel. The Client will be responsible of any damage that may be caused by any provider. In case of damages caused by the provider, the Client will pay all needed reparations within eight (8) days as from the invoice date.

#### **ARTICLE 20. INTELLECTUAL PROPERTY**

The Client undertakes not to reproduce, represent, adapt or modify, in any way whatsoever, the distinguishing marks of ACCORHOTELS Group and/or the Hotel, particularly their brand, trade name or logo (hereinafter "Distinguishing Marks") except with prior express written authorization from ACCORHOTELS Group and/or the Hotel if applicable. When ACCORHOTELS Group and/or the Hotel authorizes the Client to use the Distinguishing Marks, the Client undertakes to do so within the strict limit of the project for which this authorization was granted and without creating the appearance of any belonging to the ACCORHOTELS Group. The Client also undertakes to scrupulously comply with the graphic charter and all the instructions for use which will be transmitted to it by ACCORHOTELS Group and/or the Hotel.

If a third party bring an action against the Client for infringement of the Distinguishing Marks which have been authorized for use, the Client have to inform ACCORHOTELS Group without delay. Otherwise, the Client shall not thereafter be entitled to take any action against ACCORHOTELS Group.

#### **ARTICLE 21. CONFIDENTIAL INFORMATIONS**

Each of the parties undertakes not to disclose the confidential information of the disclosing party, in order to preserve the confidential information given by the disclosing party and to take all necessary measures at least equivalent to those it takes to protect its own confidential information of a similar nature, and, in all cases, is obliged to make all reasonable efforts in this respect. In order to implement the present clause, each party is liable for its employee(s), its provider(s) and for itself. The present clause shall remain in force for three (3) years after the termination of the commercial relations between the parties.

#### **ARTICLE 22. PERSONAL DATA**

Each Party acknowledges that the booking of stays in Hotels implies the collection and the processing of personal data (as defined in EU General Data Protection Regulation (GDPR)) pertaining to the Participants (the "Personal Data"). When Participants book in an AccorHotels' hotel, AccorHotels and the Hotel act as a Data Controller regarding the Personal Data they provide. These data will be processed in accordance with GDPR and AccorHotels data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>. The Client remains data controller for the processing of the Participants. Each Party warrants to collect, process and store Personal Data in compliance with GDPR. To this end:

-In accordance with Art. 15 GDPR, each Party warrants that it provides the data subjects with all requested information regarding the processing of Personal Data;

-In accordance with Art. 30 GDPR, each Party undertakes to maintain a record of processing activities under its responsibility;

-In accordance with Art. 13, 14, 16, 17 and 21 GDPR, each Party recognizes that the data subjects have a right to access, rectify, erase or object to his/her use of Personal Data. Where it deems necessary, each Party undertakes to communicate to the other any request it may directly receive from a relevant data subject exercising his/her above mentioned right relating to him/her and which makes express reference to the other Party;

-In accordance with Art. 5 (1e) GDPR, each Party undertakes not to keep Personal Data in a form which permits identification of data subjects for any longer than is necessary for the purposes for which the data were collected or for which they are further processed;

-In accordance with Art. 32 GDPR, each Party shall implement and maintain appropriate environmental, safety and facility procedures, data security and back-up procedures and other administrative, technical, and physical safeguards, to protect the security, confidentiality and integrity of Personal Data and to

prevent the misuse and wrongful disclosure thereof. These measures shall be designed to:

- protect against the destruction, loss, unauthorized access or alteration of Personal Data and other sensitive data provided hereunder;

- inform each Party's employees authorized to access Personal Data of their obligation to maintain the security thereof.

#### **ARTICLE 23. STAY IN THE HOTEL**

If the reservation is likely to adversely affect the running of the Hotel, the safety of the persons, public order and good morals, the Hotel either reserves the right to cancel the contract/quote without the Client having the right to claim any compensation or damages, either require the Client, at its own cost, to provide a security service. The Client undertakes to refrain from inviting any person, whose behaviour could injure the Hotel, which reserves the right to take action if necessary. The Client may not bring beverages or food items from the outside, except for a banquet and with respect of the obligations resulting from article 28. The Client undertakes to ensure that the Participants and their guests comply with all Hotel's instructions and rules (in particular, the smoking ban in communal areas). The Client shall ensure that the Participants do not disrupt the running of the Hotel or compromise the security of the Hotel or of the people inside it. In case the Hotel suffers damages because of the Client or one of its Participants in seminars, meetings and conventions, the Hotel could turn against the Client for financial compensation for damages suffered. The Client will be bind to compensate the Hotel for all the acts of its Participants. Smoking in public places, such as Hotels and restaurants, is strictly and legally forbidden in France since January 2nd, 2008, except in Hotel rooms for smoking rooms. Moreover, some Hotels are totally non-smoking policy, which means that smoking in Hotel rooms is strictly forbidden. Consequently, the Client undertakes to remind the users of the aforementioned measures. The Client will respect the Law in all his advertising documents, in particular about the places and the content of the broadcasted messages. The Client will thus assume all the consequences of these and guarantees the Hotel against any condemnation tied with it. The Client will have to submit for agreement to the Hotel any communication he would intend to make, whatever its nature (referencing to the Hotel). The Client undertakes to use the room reasonably, any behaviour contrary to good morals and public order will bring the Hotel to ask the Client to leave the Hotel without compensation and without any or refund if a payment has already been done. If the Hotel have a "Hotel Rules", the Client (including users or their guest) accepts and agrees to comply with these Rules. In case of failure by the User of one of the provisions of the rules, the Hotel will be obligate to invite the User to leave the Hotel without compensation and without any refund if a payment has already been done. The Client undertakes to remind the users of the aforementioned measures and to ensure that the Participants and their guests comply with all these recommendations. Some Hotels offer either free or payable WIFI access, allowing customers to connect to the Internet. The Client shall ensure that all digital resources provided by the Hotel are in no way used for the purposes of reproduction or representation, and that all works and materials protected by copyright or related rights, such as texts, images, photographs, musical and audio-visual works, software and video games, shall not be made available or communicated to the public without the express authorization of the copyright holders, as stated in Books I and II of the Intellectual Property Code where such authorization is required. The Client agrees to adhere to the security policy of the Hotel's Internet provider, including the security measures under conditions of use, in order to prevent the illegal use of digital resources. The Client shall also refrain from committing any act that could jeopardize the effectiveness of these measures. If the Client does not adhere to the abovementioned obligations, this may be perceived as an infringement of copyright regulations (Article L.335-3 of the Intellectual Property Code), and is punishable by a fine of three hundred thousand euros (300,000 €) and three years' imprisonment.

#### **ARTICLE 24. ASSIGNMENT**

If the Client contracts on behalf of a third party, he is deemed to have a legally valid authorization to do it. The Client undertakes to inform the Hotel of the name of the end customer and the name event organized. At any time the Hotel can ask the client to justify his assignment and, in absence of a valid mandate, will be able to terminate the contract/quote without compensation and without prejudice of damages that the Hotel might have to claim.

#### **ARTICLE 25. RESPONSIBILITY**

According to the general rules of civil liability, the Client and/or the Hotel will each be liable for any failure to fulfill their obligations under this contract/quote, on the basis of their proven fault. In no event will the Hotel be liable for any indirect or unforeseeable damages arising from the fulfillment of its obligations under the present. It is expressly agreed between the parties that an indirect damage means in particular: operating losses, "fait du tiers" of the Client or its partners, and also any financial or commercial damages, information, orders or customers losses. No compensation may be claimed to ACCORHOTELS Group or the Hotel in case of network evolution whatsoever the reason: cessation of Hotels, closure of Hotels, change of brands, works within the premises ...Photos on ACCORHOTELS Internet websites are not contractual. All reasonable efforts are made for the photographs, graphics and texts to illustrate the Hotels presented outline as accurate as possible of the accommodation proposed, variations may occur, particularly because of the change of furniture or renovation or change of brand. The Client is not entitled to any claim of this fact. .

#### **ARTICLE 26. TERMINATION**

In case default by either party to any obligation imposed under article 11 to 25 and 26 of the present General Terms and Conditions of Sale, it deemed to be terminated after the other party sent a registered letter with acknowledgment of receipt giving notice to perform the obligation in question, and remained ineffective during a five (5) days period. In case of fraud, in particular in the case of false declaration made intentionally at the reservation, the Hotel reserves the right to cancel the contract/quote without the Client having the right to claim any compensation or damages to the Hotel. The exercise of this right of termination does not relieve the offending Party to fulfill its contractual obligations until the effective date of termination and without prejudice to any action which could have the other party. The Hotel will keep the paid deposit, the Client will have to pay the due amount.

#### **ARTICLE 27. IMPREVISION AND FORCE MAJEURE**

**27.1/ Exclusion of the French "unforeseeability theory":** The parties expressly agreed to exclude the application of the French "unforeseeability theory" as defined in French law and particular in Article 1195 of the Civil Code and the jurisprudence for the execution of the contract/quote and the present General Terms and Conditions of Sale.

**27.2/ Force majeure:** The obligations set forth herein shall not apply or shall be suspended if their performance becomes impossible due to a force majeure event. The parties agreed to define force majeure as an emergency beyond the control of the debtor (for example war, act of God, lightning strike, etc) which could not be reasonably anticipated at the date of the signing of the contract/quote and whose effect cannot be prevent by appropriate measures, preventing the debtor from performing its obligation. The parties shall make every effort to prevent or reduce the effects of the non-performance of the contract/quote due to a force majeure event. The party that wishes to invoke a force majeure event must immediately notify the other party of the start and end of this event; otherwise the affected party shall not be released from its liability. If the event of force majeure extends beyond one (1) month, this present General Terms and Conditions of Sale and/or the contract/quote concerned may be terminated by the parties, without compensation.

#### **ARTICLE 28. BANQUETS**

If the Client wishes to bring its own beverages, a corkage fee shall apply and shall be charged for each bottle. It is specified that children who may attend the event shall be placed under the sole liability of the parents and/or the Client. It is specified that the Client can't bring food for the event, in full or in part. If the Client wishes to take away some of the food not consumed at the end of the banquet, it shall bear full liability for it, without any possible appeal against the Hotel. The Client undertakes to comply with all rules on hygiene and the cold chain and that the premises are left in a general perfect state of cleanliness. It is noted here that the Hotel accepts no responsibility for the food brought by the Client. This article is a dump for the Hotel.

#### **ARTICLE 29. ETHICS**

ACCORHOTELS Group adopted various principles, standards and commitments applicable to all the Hotels run under ACCORHOTELS Group regarding ethics and social responsibility, such as the Code of Business Ethics and Corporate Social Responsibility and the Planet 21 program, it being specified that they are available on the website ACCORHOTELS Group and are likely to be changed in the content. ACCORHOTELS invites all its partners to share these principles, standards and commitments. For the duration of the contract/quote, the Client undertakes to make its best efforts to deploy these principles, standards and commitments.

#### **ARTICLE 30. MODIFICATION**

These Terms may be changed at any time. In this case, the Hotel will send the changes to the Client prior to beginning of services. Therefore, the new version of the Terms will apply to relations between the Client and the Hotel.

#### **ARTICLE 31. PARTIAL NULLITY**

The nullity of one or several disposition of these General Terms and Conditions will not affect this entire document. All the other contractual dispositions are not concerned by the aforementioned nullity.

#### **ARTICLE 32. COMPLAINTS AND DISPUTES**

In the event of disagreement as to part of the invoice, the Client undertakes to immediately settle the undisputed part of the invoice and to inform in writing the relevant Hotel of the cause and amount of the opposition, within seven (7) days from the invoice date end of the event. After this time, delivery and billing will be deemed accepted by the Client. No claim of the Client will be accepted. Any and all claim and opposition shall only be considered if it is made in writing to the Hotel within a maximum of seven (7) days following the end of the event.. The Client should first contact customer services or the Hotel to attempt to resolve the dispute amicably. If no amicable settlement or in case of absence of response is reached within sixty (60) days after the requiring, the Client can contact a Mediator. This Mediator is the Mediator for Travel and Tourism for hotels managed by the ACCORHOTELS Group or franchised hotels that have decided to have recourse to the Mediator for Travel and Tourism. The mediation can take place within twelve (12) months after the first complaint. Mediator for Travel and Tourism contact and claim details are available on the website [www.accorhotels.com](http://www.accorhotels.com).

#### **ARTICLE 33: GOVERNING LAW AND JURISDICTION**

French law shall be the governing law. Any dispute between the parties which could not be settled out of court, shall be referred where the company that runs the relevant establishment has its registered office.

#### **ARTICLE 34. TRANSFER**

This agreement shall not, under any circumstances, be subject to a transfer by the Client, whether free or for charged, without the prior written and express consent of the Hotel.

#### **ARTICLE 35. ELECTION OF DOMICILE**

All written communications between the parties (letters, notification, etc) should be sent to the Hotel, at its address and for the Client, at the address indicated in the contract/quote. It is herein specified that the present English version of these General Terms and Conditions is only communicated as an indicative title, and that in the event of a contradiction between the terms of the English and French, the French version must prevail