

## GENERAL SALES TERMS – DIRECT SALES

### Introduction

The company Les Hôtels de Paris manages around twenty 3 and 4 star establishments, both as owner and management agent, located in Paris and the Paris region.

### I. GENERAL TERMS

#### 1. Definition of words used

*Service provider:* The words “service provider” cover all companies operating one or several hotels in the Les Hôtels de Paris chain.

Les Hôtels de Paris, a limited company with a capital of 660,577 €

Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 388 083 016 – VAT N° FR 61388083016 (Hotels concerned: Pavillon Pereire Arc de Triomphe, Pavillon Losserand Montparnasse, Pavillon Paris Porte de Versailles, Pavillon Villiers Etoile, Pavillon République les Halles, Pavillon Monceau Palais des Congrès, Pavillon Opéra Bourse, Pavillon Nation, Villa Luxembourg, Villa Beaumarchais, Villa Alessandra, Villa Panthéon, Villa Eugénie, Villa Montparnasse)

Paris Louvre (Pavillon Louvre Rivoli), a limited company with a capital of 500,000 € Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 408 344 331 – VAT N° FR 23408344331

Paris Bercy (Pavillon Bercy Gare de Lyon), a limited company with a capital of 500,000 € Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 403 048 259 – VAT N° FR 19403048259

Paris Porte d'Italie (Express by Holiday Inn - Porte d'Italie), A limited company with a capital of 76,000 € Head office: 1 rue Elisée Reclus, 94270 Le Kremlin Bicêtre. Créteil Trade and Companies Register 412 385 585 – VAT N° FR 82414293878

Hôtel la Galerie (Pavillon Saint Augustin), a limited company with a capital of 40,000 € Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 401 719 497 – VAT N° 45401719497

Opéra Grands Boulevards (Pavillon Opéra Grands Boulevards), a limited liability company with a capital of 8,000 €. Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 422 887 554 – VAT N° FR 62422887554

Paris Opéra Drouot (Villa Opéra Drouot), a limited company with a capital of 1,782,201 €. Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 419 668 140 – VAT N° FR 13419668140

Hôtels et Restaurants de Paris (Normandy Hôtel), a simplified joint stock company with a capital of 1,520,000 €. Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 411 872 591 – VAT N° FR 66411872591

Lutèce Port Royal (Villa Lutèce Port Royal), a limited liability company with a capital of 137,346 €. Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 431 371 137 – VAT N° FR 48431371137

Société Nouvelle du Royal Pigalle (Villa Royale), a partnership with a capital of 77,901.45 € Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 572 070 563 – VAT N° FR 13572070563

Hôtel du Rond Point (Pavillon Royal Montsouris), a partnership with a capital of 38,000 € Head office: 20 avenue Jules Janin, 75116 Paris. Paris Trade and Companies Register 403 617 483 – VAT N° FR 06403617483

*User:* Any person who does not have a partnership contract with the service provider, either an individual or company, who makes a reservation and/or reserves a stay at one of the hotels in the Les Hôtels de Paris chain, for a maximum of 5 rooms (over 5 rooms – consult “Group” general sales terms).

*Night:* Used to count the number of nights spent at a hotel.

*Extras:* Additional services ordered and consumed during the stay and therefore not included in the order validated at the time of reservation (such as drinks, telephone calls, etc.).

#### 2. Aim

These general sales terms define the contractual relations between the service provider and users of the hotels in the Les Hôtels de Paris chain, from reservation by the user through until his departure from the hotel, and are also applicable to any reservation made through reservation services.

These general sales terms will prevail over any other general or specific terms, not specifically approved by the service provider.

The service provider reserves the right to be able to modify his general sales terms at any time. Terms applicable will be those in force on the date of validation of the reservation.

#### 3. Scope of application

These general sales terms apply to any reservation made directly with the service provider or by Internet using the “Les Hôtels de Paris” reservation site.

The general sales terms apply to all services offered by hotels in the Les Hôtels de Paris chain.

Recording of the reservation and the dispatch of confirmation will act as proof of the transaction and acceptance of operations.

All validated reservations will mean specific and full acceptance of our general sales terms, acknowledgement of perfect knowledge thereof and the waiving of any claim of one’s own purchasing terms or other terms.

#### 4. Capacity

The user must be legally able to be a party to a contract.

The user is financially liable for use of the on-line reservation site, both in his own personal name and on behalf of third parties, particularly minors. In this respect, the user guarantees the veracity and exactness of the information provided both by himself and by any minors he may be responsible for at the time of reservation.

Fraudulent use of reservation services or any usage which contravenes these general sales terms may lead to refusal of access to the services offered and result in action being brought before the courts with jurisdiction.

## 5. Making the contract

The contract is deemed to be made as soon as a reservation number has been given by the service provider to the user, which is communicated when the reservation is confirmed by the service provider's reservation centre, by any means of communication whatsoever (telephone, e-mail, post, etc.).

## 6. Computerised data and personal freedoms

In application of the Law 78-17, known as the law on computerised data and freedoms, clients will be warned that their reservation will be computer processed in their name. Users have a right to access and rectify any data input; this right is exercised directly with the company's head office. It is hereby specifically stated that this information will not be passed on to any third parties.

## II. SPECIFIC TERMS

### 1. Reservation terms

Reservation of services offered may be made by telephone to the service provider's reservation centre on N° 0 825 12 00 00 (surcharge of 0.15€ per minute), by e-mail, fax or letter sent to the reservation centre or sent directly to one of the establishments in the Les Hôtels de Paris chain or by making a reservation on line.

Written confirmation of the reservation will be sent to the user as soon as possible and at the latest within ten days of the reservation, by any means of communication. This confirmation will include the essential elements of the reservation, such as the type of room booked, the number of nights, the price and the planned date of vacation.

### 2. Proof of the transaction

It is hereby specifically agreed that, except when a clear error is proved by the user, the data retained in the service provider's information system on computer or electronic media, will act as proof regarding the reservations made by the user. Consequently, this data may be produced as a means of proof in any dispute or other, and will be admissible, valid and claimable between the parties in the same way, under the same conditions and with the same weight of proof as any document that is drawn up, received or kept in writing.

### 3. Price

Prices are given in euros and inclusive of VAT, except where indicated to the contrary in our brochures and other sales documents (Internet site, etc.).

For reservations made on line the user has the choice between two prices:

- A preferential price for a reservation that cannot be changed and will not be reimbursed
- The list price for any other type of reservation, without conditions.

The amount to be paid by the user includes the price of the stay (unit price of the room multiplied by the number of nights) to which will be added options chosen at the time of reservation (unit price multiplied by the amount ordered).

Extras are not included in the prices and are to be paid for on site, at the end of a stay, as a supplement.

## 4. Price review

The service provider reserves the right to modify the prices given in its brochures and other sales documents, as well as those displayed in the establishments at any time and without notice. These modifications will not be applicable to reservations that have been previously accepted by the service provider.

## 5. Terms of payment

When making a reservation the user must indicate authentication codes for his credit card, in order to validate the reservation. If this is not done, the reservation will be automatically cancelled.

### - *Choice of preferential price with prepayment*

The total price of the reservation is debited when the reservation is made, from the credit card the details of which are indicated by the user.

The user hereby specifically acknowledges that this is prepayment and his card will be debited prior to his stay at the hotel.

A reservation validated by the user will only be considered effective after agreement by the banking payment centres concerned. In case of refusal by the said centres, the reservation will be automatically cancelled.

### - *Choice of list prices, without conditions*

Payment for the reservation must be made to the service provider, directly at the hotel when the user leaves the establishment.

### - *Payment for extras*

Extras will be paid for on site, at the end of stay. If this is not done, the user hereby specifically authorises the service provider to debit the credit card left as a guarantee of payment of extras.

The service provider reserves the right to refuse any reservation made by a user with whom there is any dispute in terms of payment of a previous reservation.

## 6. Change made to the reservation:

This provision does not apply to reservations made at the preferential price.

### - *Change made at the user's request:*

Changes made to reservations may be made at no extra charge, subject to availability. Any additional cost caused by the changes requested by the user will be billed in addition.

### - *Change made at the request of the service provider:*

In case of lack of availability of the rooms booked, due to any problem that may arise, the service provider undertakes to provide users with other rooms, at no extra charge, in a hotel of at least equivalent category and preferably in a hotel in the Les Hôtels de Paris chain. Transfer costs connected to this move will be covered by the service provider.

## 7. Terms of cancellation:

This provision does not apply to reservations made at the preferential price.

All cancellations must be sent by fax or e-mail indicating the booking number.

The date of receipt of the fax or e-mail will be the date used for cancellation.

To calculate deadlines for cancellation, the "planned arrival date" will be taken as the date of the first night at noon (12h00), local time.

- *Cancellation by the user of a 1-night stay:*

Cancellation must be made more than one (1) day prior to the planned date of arrival.

For any cancellation made less than one (1) day prior to the planned date of arrival or in case of no show, the total amount of the reservation will be billed.

- *Cancellation by the user of a stay of longer than 1 night:*

If cancellation is made more than two (2) days prior to the planned date of arrival, no payment will be due by the user.

If cancellation is made between two (2) days and one (1) day before the planned date of arrival, payment equivalent to the price of the first night's stay will be billed to the user.

For any cancellation made less than one (1) day prior to the planned date of arrival or in case of no show, the total amount of the reservation will be billed to the user.

- *Cancellation by the service provider:*

In case of cancellation made by the service provider or by one of its agents, no payment will be due by the user.

**8. General rules relating to hotels:**

- *Checking into rooms:*

Users may check into rooms from 3pm and rooms must be left (check-out) before noon.

- *Equipment and services:*

Photographs, films, drawings and descriptions illustrating the products are not contractual. Should they contain any errors that do not affect the substantial characteristics of the services and products offered, the liability of the service provider or any one of its agents will not be incurred under any circumstances.

**9. Obligation of means**

In the on-line reservation process, the service provider is bound only to an obligation of means. Its liability may not be incurred for any damage resulting from use of the Internet such as, specifically, loss of data, viruses, service breakdown, etc.

**10. Force majeure**

By *force majeure* is meant any event external to the parties that is both unforeseeable and insurmountable and which prevents either the user or the service provider from carrying out all or some of the obligations contained in the contract.

It is hereby specifically agreed that this will be the case with regard to strikes involving transport services or hotel staff, public disorder, riots and prohibition decreed by governmental or public authorities.

It is hereby specifically agreed that any event of *force majeure* will suspend, for both parties, performance of their reciprocal obligations.

Alongside this, each of the parties will cover the cost of any expenses that fall to them and which result from the case of *force majeure*.

**11. Complaints**

Any complaint relating to your reservation must be sent by registered mail with recorded delivery to the head office of the company Les Hôtels de Paris, at the latest within fifteen days after the last night's stay at the hotel.

**12. Intellectual property**

With regard to use of the web site, the service provider is the owner of all intellectual property rights for the site.

Elements accessible on the site, specifically in the form of text, photographs, images, icons, video sound, software and databases are also protected by intellectual and industrial property rights and other private rights held by the service provider.

Except where specific prior agreement is given in writing by the service provider, it is specifically forbidden to reproduce, exploit, distribute or use in any way whatsoever, even partially, any elements present on the site or to distribute any simple or hypertext link.

**13. Allocation of jurisdiction**

Any disputes that may arise from application or interpretation of these general sales terms will be subject to French law and will fall under the exclusive jurisdiction of the French courts.

In terms of relations with corporate clients, only the courts within the jurisdiction of the Paris Appeal Court will have competence.