



## General Terms and Conditions of Business for Hotel Accommodation Contracts - France -

### I. Scope

1. These Terms and Conditions of Business for Accommodation Contracts (T&Cs) apply to contracts for the letting of hotel rooms for accommodation and all further supplies and services provided by hotels operating under the "Penta Hotels" brand in France ("Hotel").
2. These T&Cs govern the contractual relationship between the individual and/ or legal entity set out in the booking confirmation ("Customer") and the Hotel.
3. The Customer is responsible to duly inform any guest or travel partner of the Customer of the contents of these T&Cs and to ensure compliance.
4. To the extent the Customer suggests own general terms of business, these are rejected and excluded.
5. Any additional conditions agreed upon between the Customer and the Hotel apply, if confirmed by the Hotel.

### II. Conclusion of Contract, contracting Parties, Term of Contract

1. The hotel accommodation contract between the Hotel and the Customer ("Contract") enters into force and binding effect through the Hotel's acceptance of the Customer's accommodation request ("Room Booking"). The Hotel is free to confirm the Room Booking in text form.
2. The Hotel and the Customer are the parties to the Contract. If a third party made the Room Booking on behalf of the Customer, this party and the Customer shall be jointly and severally liable to the Hotel for all obligations arising under the Contract.
3. The Contract's term elapses when both parties have duly fulfilled their obligations under the Contract. Contractual claims against the Hotel become time-barred under the following limitation periods:
  - should the Customer be referred to as a "professional", i.e. an individual or legal entity acting in the course of its professional activity: one year after the commencement of the statutory limitation period, except for claims based on intentional act or
  - should the Customer be referred to as a "consumer", i.e. an individual not acting in the course of its professional activity: five years after the commencement of the statutory limitation period, except for claims based on intentional act.

### III. The Customer's Duty of Care and Liability

1. To the extent the Customer's Room Booking concerns several rooms for a multitude of guests, the guests shall have the same rights under the Contract as the Customer. The Customer guarantees the full payment for the Hotel's services in the context of the Room Booking. It is the Customer's duty to advise the guests accordingly and to share these T&Cs with the guests for information purposes.
2. The Sub-letting or re-letting of rooms, the provision of the room(s) for use of third parties, the use of the room(s) for purposes other than accommodation, e.g. for public invitations or other advertising measures, for interviews, sales and similar events, and the use of the Hotel's public areas for purposes beyond the average guest experience at the Hotel require the prior written approval of the Hotel and may be made subject to payment of an additional charge. For the avoidance of doubt, the Hotel may demand to stop or stop any interviews, sales and similar events in the room(s) and/or the Hotel's public areas which have not been priorly approved by the Hotel.
3. The Customer shall ensure the diligent use of the Hotel's premises and the use for the contractual purpose only. Prior to the conclusion of Contract, the Customer shall inform the Hotel, without being requested to do so, if the intended use of the Hotel's premises and services could jeopardize the smooth business operations, the safety or the reputation of the Hotel. The Customer shall adhere to the Hotel's safety and security instructions. The Hotel shall have the right to

cancel any Room Booking which, in the Hotel's sole judgement, represents a threat to its smooth business operations, safety or reputation.

4. The Customer shall notify the Hotel in due time, if items of extra-ordinary value shall be brought to the Hotel.
5. Pets are allowed at the Hotel only subject to the Hotel's prior approval and subject to an additional service fee.
6. Smoking at the Hotel's premises is only allowed in designated areas. The Hotel's guest rooms, corridors and public areas generally are non-smoking areas. Failure to adhere to non-smoking policies may incur a fee as outlined by the Hotel.
7. In the unlikely case of a reason for complaint during the Customer's stay at the Hotel, the Customer shall inform the Hotel's front desk personnel or manager on duty without delay. Contractual claims against the Hotel are time-barred pursuant to Article II.3 above.
8. If the customer or any of their accompanying parties cause damage to property on the premises, including but not limited to their guest room, the public areas and corridors, they will be liable to pay the relevant costs for repair, plus the average room rate for any subsequent nights that the Hotel is unable to sell the room.

### IV. The Hotel's Services and Payment Terms

1. The Hotel shall hold the room(s) available pursuant to the Room Booking and shall provide ancillary services as agreed with the Customer. The Hotel reserves the right to find suitable alternative accommodation for the Customer at equal or higher quality standards as at the Hotel, and at no cost to the Customer and to the extent reasonably acceptable to the Customer, should the Hotel be unable to allocate the room(s) to the Customer for any reason.
2. The Customer shall pay the agreed room rates and applicable prices of any further services rendered and supplies provided to the Customer upon invoice. To the extent the Hotel incurs fees and expenses for any third party's services or supply which were arranged by the Customer, the Customer shall reimburse the Hotel and pay an administrative surcharge to the Hotel of 5 % of the third-party amount.
3. The room rates and service prices include the respective statutory taxes and public charges such as VAT. If a statutory tax or public charge such as VAT changes in the period between the conclusion of the Contract and its performance of the Contract, or if a new public charge is introduced, the statutory taxes and public charges applicable at the time of the Customer's check-in-date at the Hotel shall be charged. In such case of change of applicable VAT, the Hotel shall inform the Customer accordingly, no amendment to the Contract is required for that purpose.
4. In case the Customer requests a modification of the Room Booking in respect of the number of rooms or of the duration of the stay, the Contract may be amended, subject to availability of additional rooms. A reduction of room nights may trigger a reasonable increase of the initially agreed room rate. Any such modification and amendment of the Contract shall be documented in writing.
5. Upon the Customer's check-out of the Hotel, the Hotel shall - unless set out otherwise in the Contract - invoice the Customer and shall account for all consumed room nights at the agreed room rate, additional hotel services such as the provision of food and beverage, parking fees and other expenses as such may be accrued by the Customer. The invoice shall be due and payable immediately without delay.
6. The Hotel is, in its sole discretion, entitled to request advance payments of an amount equal to a portion or the full value of the Customer's Room Booking, payment of

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which shall be due ten (10) days after conclusion of the Contract, or upon arrival at the Hotel, whatever is earlier.

7. The Hotel may, in the alternative to requesting a deposit or advance payment, require a credit card guarantee of the Customer for an amount equal to a portion or the full value of the Customer's Room Booking, plus a reasonable set amount for expected additional charges. The Customer shall provide the Hotel with its credit card details and allow the Hotel to block the requested amount as a guarantee for the Customer's payment.

8. In case of the Customer's default with providing a deposit, advance payment or credit card guarantee, the Hotel is entitled to rescind the Contract.

In case of late payment of an invoice, the Hotel is entitled to charge interests on the invoiced amount based on the applicable legal interest rate as follows:

- should the Customer be referred to as "consumer" i.e. an individual not acting in the course of its professional activity : payable amount x number of days of delay / legal interest rate;

- should the Customer be referred to as a "professional" i.e. an individual or legal entity acting in the course of its professional activity: payable amount x number of days of delay / 3 x legal interest rate)"

9. The Customer may only offset the Hotel's claim for payment against a recognized, uncontested, final and absolute claim against the Hotel.

### V. Cancellation by the Customer | No-Show

1. The Customer is entitled to cancel the Room Booking and the Contract at no cost only within a reasonable cancellation period which may be agreed within the booking ("cancellation period"). If no cancellation period is agreed, the cancellation of the Contract by the Customer at no cost is excluded. This exclusion shall not apply in the event of a breach of duty for which the Hotel would be responsible.

2. To exercise such right of cancellation, the Customer shall notify the Hotel in text form within the cancellation period. The timely cancellation within the agreed cancellation period releases the Customer from the obligation to pay for rooms and hotel services.

3. In case, no cancellation period was agreed, or the Customer cancels the Contract after the agreed cancellation period, the Hotel is entitled to the Customer's payment of a compensation amount equal to the value of the Room Booking, less a deduction for saved expenses ("Cancellation Fee"). The Hotel is under obligation to minimize the damages caused by the Customer's cancellation and shall de-block the rooms which were reserved for the Customer under the Contract. For room rates with and without breakfast, the Cancellation Fee amounts to 90% of the contractually agreed room rate, for half-board 70% and for full-board arrangements 60% of the agreed rate. If and to the extent the Customer proves that the Hotel's real loss incurred was lower, or not incurred at all, the amount of the Cancellation Fee shall be adopted accordingly. It is clarified that the Customer shall only be obliged to pay the Cancellation Fee and not (in addition) the room rate.

4. In case of "No Show", i.e. when the Customer does not check-in at the Hotel on the agreed arrival date at the agreed time and had not validly cancelled the Room Booking before, the Hotel may charge the Customer the full room rate amount allocated to the arrival date. This is without prejudice to Cancellation Fees calculated for subsequent room nights which are subject of the Contract.

### VI. Cancellation by the Hotel

1. Where the Hotel has granted a cancellation period to the Customer acting as a professional, i.e. an individual or legal entity acting in the course of its professional activity, during which the cancellation shall be free of charge, the Hotel is equally entitled to withdraw from the Contract within the same period. The Hotel exercises this right however only, if it has received requests for the rooms booked under the Contract from other clients and the Customer, upon request, does not waive his right of cancellation within a reasonable period set by the Hotel. This applies correspondingly to any option granted if other client requests have been received by the Hotel and the Customer is not prepared to make a firm booking within a reasonable period set by the Hotel. Firm booking means that the Contract is amended by repeal of the free cancellation period in mutual agreement of the parties. Failing to achieve the Customer's consent for a firm booking, the Hotel may withdraw from the Contract by simple notice without any liability to the Customer.

2. If an agreed advance payment, deposit or guarantee is not made by the Customer in time, the Hotel is entitled to withdraw from the Contract by simple notice without any liability to the Customer.

3. The Hotel further has the right to withdraw from the Contract by simple notice without any liability to the Customer in any of the following circumstances: (i) the Customer made misleading or incorrect statements of essential facts concerning the purpose of the intended stay at the Hotel, or the identity of the Customer and/or travel partners; (ii) the Hotel has reasonable and material evidence that the Customer's use of the Hotel's premises and services does or will likely jeopardize the smooth business operations, the safety or reputation of the Hotel without this being attributable to the organizational sphere of the Hotel; (iii) there has been a violation of Article III.3 above.

4. The Hotel has the right to claim damages against the Customer for any loss incurred as a consequence of its withdrawal from the Contract for reasons set out in this Article VI.3. The calculation of damages comprises an amount equal to Cancellation Fees as set forth in Article V.3 above, plus any extra expenses and loss as provenly incurred by the Hotel.

5. If the Hotel legitimately withdraws from the Contract, the Customer is not entitled to claim damages.

### VII. Force Majeure

1. "Force Majeure" means any circumstance or event that have been unforeseeable at the date of the execution of the contract, which is beyond either party's control and renders the performance of the Contract impossible, such as acts of God, war, riot, civil commotion, terrorist activity, nuclear accident, fire, flood, storm. Pandemic, epidemic, and endemic situations, including any related governmental authority orders, regulations and restrictions are exempted from this definition of Force Majeure and the parties shall solely have recourse to statutory termination and compensation rights.

2. If either of the parties is definitively and completely prevented from performing its obligations under the Contract for Force Majeure, such prevented party shall notify the other party thereof without undue delay, providing evidence of the circumstances constituting Force Majeure. The prevented party shall have the right to terminate the Contract in text form to the other party without liability to the other party. The prevented party shall however undertake all reasonable efforts to minimize the damage incurred by the other party, including reasonable re-scheduling the planned stay at the Hotel.



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### VIII. Check-in and Check-out

1. Rooms shall be made available to the Customer from 3.00 pm on the agreed date of arrival. Early check-in prior to 3.00 pm is subject to the Hotel's confirmation and may be subject to an additional charge.
2. Unless a later arrival time was expressly agreed or the room concerned was paid in advance, the Hotel may as of 6.00 pm dispose of the Customer's booked room(s) and consider the Customer's failure to check-in at the Hotel latest by 6.00 pm as a No Show.
3. On the agreed date of departure the Customer shall vacate the room(s) no later than by noon (12.00 pm). Late check-out after 12.00 pm is subject to the Hotel's prior confirmation and may be subject to an additional charge. If the Customer does not vacate the room(s) in time, the Hotel may demand payment of the full price of rental charges for the room applicable on this day. This is without prejudice to further claims for damages by the Hotel.
4. The Customer does not acquire the right to have certain rooms provided unless the Hotel expressly confirmed a specific room allocation at the time of the Room Booking.

### IX. The Hotel's Liability

1. The Hotel fulfills its obligations under the Contract with the reasonable professional care. Should the Customer be referred to as a "professional", i.e. an individual or legal entity acting in the course of its professional activity, the Hotel's liability is restricted to grossly negligent and intentional acts, except in case of bodily injury, health or death. The Hotel's liability is further restricted to compensation for damages which typically may arise by rendering services to the Customer under the Contract and to a maximum amount of EUR 3,500.00 for property damage except in case of grossly negligent or intentional acts and bodily injury, health or death.
2. Should disruptions to services or service defaults occur, the Hotel shall undertake all reasonable efforts to remedy the situation upon knowledge thereof. Should the Customer detect any such disruption or default, it shall notify the Hotel's front desk or manager on duty immediately. The Customer is obliged to minimize the damage as far as can be reasonably expected.
3. The Customer shall notify the Hotel of any loss, destruction, or damage of property items immediately upon knowledge thereof.
4. Wake-up calls are carried out by the Hotel with the greatest care however no liability is assumed by the Hotel.
5. Messages, post and consignments for guests are treated strictly confidential and with due care, but without any liability of the Hotel.
6. Any property left behind by the Customer shall be forwarded to the Customer only upon request and at the risk and expense of the Customer. The Hotel shall store the property for three months from the departure date. After this period the items shall be given to the local lost property office if they are evidently of value. If the property does not appear to be of any value, the Hotel reserves the right to destroy it after the expiry of the three months' period.

### X. Governing Law | Data Privacy | Miscellaneous

1. Amendments to the Contract require the Hotel's written confirmation to be valid. Supplemental services of the Hotel which exceed the scope of the Contract are subject to availability and additional charge.
2. The Hotel processes personal data of the Customer, and of its respective guests and travel partners in accordance with the applicable legal regulations, including where CCTV recordings are active at the Hotel. The Hotel's applicable Privacy Policy is made available to the Customer prior to Room Booking at [www.pentahotels.com](http://www.pentahotels.com) and at the Hotel's front desk upon request. The Hotel ensures the protection

of Customer's personal data through appropriate technical and organizational measures. The Customer shall ensure that its guests and travel partners agree with the processing of personal data within the framework of the Contract and the applicable Privacy Policy.

3. The place of performance for both parties' obligations is the Hotel's physical address.
4. The Contract and these T&Cs are governed by French law. The application of the UN Sales Convention and its conflict-of-law provisions is excluded.
5. In case of dispute the parties shall seek amicable settlement, failing which the dispute shall be submitted : (i.) should the Client be a "professional", to the exclusive jurisdiction of the Paris Commercial Court and (ii.) should the Client be a "consumer", to the Court having jurisdiction in the area where the Client's personal residence is located.
6. These T&Cs are duly incorporated to and are a binding part of the Contract. In case of discrepancies between the provisions of these T&Cs and the provisions of the Contract, the provisions of the Contract shall prevail.
8. Should a provision of the Contract or of these T&Cs be or become unenforceable, invalid or void this shall not affect the enforceability and validity of the remaining provisions. The invalid provision shall be replaced by a new, valid and enforceable provision covering the subject matter, and alternatively by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.
9. These General Terms and Conditions of Business for Hotel Accommodation Contracts are valid as from 1 November 2023.