

## **GENERAL TERMS OF SALE**

### **NOTICES:**

1. Any person using the Hôtel du Collectionneur website for booking purposes must be at least 18 years of age and be capable of entering into contracts in accordance with the law.
2. The Client may book on the website, on an individual basis, and for his/her own personal use, a maximum number of nine (9) rooms per booking.

For all other bookings regarding business groups, meetings, conferences, or other, the Client should visit the Meetings & Events section on the Hôtel du Collectionneur website.

For any website booking of more than nine rooms, the Hotel hereby reserves the right to adjust the pricing and the General Terms of Sale.

3. Any booking or payment that is found to be dubious, invalid, incomplete, or fraudulent for any reason due to the fault of the Client shall result in the cancellation of the booking at the Client's expense, without prejudice to any civil or criminal action taken against the Client.

### **ARTICLE 1: OBJECT**

These General Terms of Sale outline the rights and obligations of the Parties under the remote booking of services offered by the Hôtel du Collectionneur.

They shall apply to all bookings made online using the Hôtel du Collectionneur website.

### **ARTICLE 2: GENERAL PROVISIONS**

These General Terms of Sale shall apply for the entire period Hôtel du Collectionneur offers services on its website.

Hôtel du Collectionneur hereby reserves the right to add to or change the present General Terms of Sale at any time through the publication of a new version on its website, which shall take effect automatically when it is posted online.

The applicable General Terms of Sale shall be those in effect on the booking date.

## **ARTICLE 3: CONCLUSION OF THE CONTRACT ONLINE**

### **3.1. Selection of services by the Client:**

The Client selects the services presented under his/her sole responsibility; Hôtel du Collectionneur may not be held liable as a result. The Client shall make sure of the nature, destination, and terms of the booking.

The Client acknowledges that he/she has received the adequate advice and information to ensure the offering is suitable to his/her purposes in order to make his/her booking in full knowledge of the facts.

### **3.2. Booking process:**

1. The Client shall make his/her booking using the dematerialised form accessible on the website.

2. The Client certifies the veracity and accuracy of the information provided.

3. The Client must follow a series of steps in order to make the booking, notably:

- A search for the dates, room category, and price;
- Selection of one or more additional services, such as breakfast, except when the service is included in the price mentioned in the preceding point;
- Verification of the booking details, its total cost, and the applicable terms of sale (General and Special);
- Entering the Client's contact information;
- Entering credit/debit card information if a security deposit or prepayment is requested;
- Reading and accepting the General Terms of Sale and the Special Terms of Sale for the reserved price before confirming the booking;
- Confirming the booking.

### **3.3. Booking confirmation receipt**

A booking confirmation email is sent to the Client. It summarises the contract offer, services booked, prices, the order total, the terms of sale applicable to the price selected, accepted by the Client, and the date the booking was made.

### **3.4. Booking process:**

The booking is considered made as soon as the booking is confirmed, or when prepayment is made online by credit/debit card.

#### **ARTICLE 4: PRICES**

1. The prices associated with the booking are indicated on the site and confirmed at the time of booking.
2. Prices are indicated per room for the number of persons and dates selected.
3. Prices are confirmed to the Client including taxes, in the Hotel's local currency, and are only valid for the period indicated on the website.
4. If the Hotel charge is made in any currency other than that shown on the booking, the exchange fees shall be borne by the Client.
5. All bookings are payable in the Hotel's local currency, unless other special provisions are indicated at the Hotel.
6. Unless indicated otherwise on the website, additional services such as breakfast, Spa access, etc. are not included in the price and are displayed separately.
7. The tourist tax, listed on the price page, is to be paid directly on-site to the Hotel.
8. Prices include the VAT applicable on the day of the order. Any change in the applicable VAT rate shall be automatically reflected in the prices indicated on the billing date.
9. Likewise, any change or establishment of new regulatory taxes imposed by the relevant authorities shall be automatically reflected in the prices charged on the billing date.
10. Conversions into foreign currencies are provided for informational purposes only and are not binding. Only the currency confirmed at booking is guaranteed. If this currency is different from the Hotel's local currency, any exchange charges shall be borne by the Client.
11. If a price requires payment at the time of Check-In or Check-Out, and the Client's currency is not the Hotel's local currency, the price charged may be different than indicated at the time of booking, accounting for possible exchange rate fluctuations between the booking date and the Hotel stay dates.

#### **ARTICLE 5: PAYMENT:**

1. Unless special terms or prices are granted, the Client shall provide his/her payment information as a booking guarantee by credit or debit card (Visa, MasterCard, American Express, or Diners' Club, etc.) by indicating directly in the fields provided for this purpose (secured by SSL encryption) the card number, its expiration date (the card must be valid at the time of the stay), and the card's security code. The Client must come to the Hotel with the

credit/debit card used to make the Booking or prepayment. The Hotel may request to see a form of identification for the purpose of preventing credit/debit card fraud.

2. The payment shall be made to the Hotel at the time of the stay, except in the case of special terms or prices, or payment is made at the time of booking (online prepayment for certain rates). This pre-payment shall be considered a deposit. In the event payment is not made online, the Hotel will ask the Client, at Check-In, for a security deposit or a credit/debit card authorisation, in order to guarantee the payment of the sums billed for the services consumed.

3. In the event of a *no show* (the Client does not cancel the reservation or come to the Hotel) for a booking secured by credit/debit card, the Hotel shall bill the Client the amount of the first night's stay on the credit/debit card that was used to secure the booking, and any additional nights on the booking shall be cancelled with no other fees unless indicated otherwise in the terms of sale for the rate booked. By booking the Client expressly authorises the Hotel to debit the first night's stay.

4. At the time of prepayment, the amount billed at the time of booking includes: the price for the lodging, any taxes associated with the lodging, the price if breakfast is chosen of any restaurant taxes, and all other additional services selected by the Client.

5. In the case of a rate subject to online pre-payment, the sum paid in advance, which is a deposit, is debited at the time of the booking.

#### **ARTICLE 6: CANCELLATION OR CHANGES MADE BY THE CLIENT**

1. Pursuant to Article L 121-21, 12° of the French Consumer Code, the Client does not have the right of withdrawal provided for in Article L 121-21 of the French Consumer Code.

2. The terms of sale for the rate booked specify the terms of cancellation and/or modification of the booking.

3. Bookings with prepayment may not be subject to any changes and/or cancellation. The sums paid in advance as a deposit are not subject to a refund. This is mentioned in the terms of sale for the rate.

4. When the terms of sale for the rate booked so permit, the cancellation or modification of the booking may be carried out directly with the Hotel, whose telephone numbers are indicated on the booking confirmation email.

5. If the stay is interrupted, the full agreed-upon price shall be paid. In the case of a booking with prepayment, no refund shall be granted.

6. Unless an express provision is made to the contrary, the Client must check out of the room before noon on the last day of the booking. Otherwise, the Client shall be billed for an additional night.

7. All bookings are in the Client's name and cannot in any case be transferred to a third party, either for free or for a fee.

#### **ARTICLE 7: CHANGE OF ACCOMMODATION:**

If an extraordinary event occurs or the Hotel is unable to make the booked room available to the Client, or in the case of a *force majeure* event, the Hotel hereby reserves the right to lodge the Client in a hotel of an equivalent category for services of the same sort, and subject to having informed the Client beforehand. Any cost overage for the room, transport between the two hotels, and a telephone call shall be payable by the hotel initially booked.

#### **ARTICLE 8: STAY AT THE HOTEL**

1. Pursuant to current regulations in France, the Client will be asked at Check-In to fill out a police form. To do this, the Client will be asked to provide a form of identification in order to determine if the police form must be filled in or not.

2. The Client must comply with the Hotel's Internal Rules available at the Hotel Reception Desk. In the event of non-compliance with said Rules, the Hotel will be obligated to ask the Client to leave the Hotel, with no compensation and/or refund if a payment has already been made. If no payment has already been made, the Client must pay the full price for the stay (nights stayed plus nights booked not yet consumed) before leaving the Hotel.

3. Hôtel du Collectionneur offers free WIFI access. The Client hereby agrees not to use his/her computer resources for the purpose of reproducing, representing, releasing, or communicating to the public any property protected by a copyright or a similar right without the authorisation of the holders of these rights or in violation of their rights.

#### **ARTICLE 9: LIABILITY DISCLAIMER:**

The photos displayed on the website are not binding. Even if the Hotel goes to great lengths to ensure that the photos, graphic representations, and texts reproduced on the website to illustrate the Hotel give as accurate a view as possible of the lodging services offered, variations may occur, particularly due to changes in furniture or possible renovations.

Hôtel du Collectionneur may not be held liable for the non-execution or improper execution of the booking in case of a *force majeure* event, due to the fault of a third party, of the Client,

notably the unavailability of the internet network, the inability to access the website, outside intrusion, computer viruses, or in the event of a prepayment not authorised by the card bearer's bank.

#### **ARTICLE 10: THE HOTEL'S RIGHT OF CANCELLATION/ERRORS**

The website may contain inaccuracies and technical, typographical, or other errors in connection with the information displayed on the website, including without being limited to, rates, fees, or availability applicable to the transaction. Hôtel du Collectionneur hereby declines all liability for such errors, inaccuracies, or omissions. Hôtel du Collectionneur hereby reserves the right not to honour the bookings or information affected by such errors, inaccuracies, or omissions. Hôtel du Collectionneur shall be entitled to make changes, corrections, cancellations, and /or improvements to the information or bookings based on such information, at any time, including after the booking confirmation.

#### **ARTICLE 11: COMPLAINTS**

Complaints regarding the non-execution or improper execution of the hotel services must, under penalty of exclusion, be brought to the attention of Hôtel du Collectionneur in writing within eight days following the Hotel Check-Out date directly with the Hotel.

For any complaints regarding a hotel reservation, customer service is at your disposal. Go to the "Contact Us" section.

You may also write to us at: Hôtel du Collectionneur, 51/57 Rue de Courcelles 75008 Paris, France.

#### **ARTICLE 12: FORCE MAJEURE**

*Force majeure* is hereby understood to refer to any event exterior to the Parties that are both unforeseeable and insurmountable preventing either the Client or the Hotel operator from fulfilling all or part of the obligations provided for under the contract. Occurrences considered *force majeure* events or acts of god are those normally recognised by the case law of the French Courts.

Each Party may not be held liable with regard to the other Party in the event of a breach of its obligation resulting from a *force majeure* event. It is hereby expressly agreed that the *force majeure* event suspends, for the Parties, the performance of their mutual obligations and that each Party shall bear the expense of the resulting costs.

#### **ARTICLE 13: PRIVACY PROTECTION**

1. The Client is informed, on each form collecting personal information, whether the responses are mandatory or optional by the presence of an asterisk.
2. If a piece of information identified as mandatory is not received, Hôtel du Collectionneur may not be able to record the booking and handle the complaints of the Client.
3. The information processed is for the use of Hôtel du Collectionneur and its partners, notably the online payment provider.
4. As part of the pre-contractual measures for the booking or the performance of the hotel booking contract, the Hotel and its partners may, each one in its own capacity, receive identity data, personal, private, and professional information, economic and financial information for the purposes of the hotel reservation and handling complaints.
5. The Client hereby authorises Hôtel du Collectionneur to communicate his/her personal information to third parties on the condition that such communication is compatible with the conducting of operations of the Hôtel du Collectionneur under these General Terms of Sale.
6. In particular, when paying online, the Client's payment information must be transmitted by the payment provider to the Hotel's bank, in order to execute the hotel booking contract. The Client hereby consents to this necessary transfer for the execution of his/her booking. The payment provider, in its professional capacity, is committed, with regard to Hôtel du Collectionneur, to take all security measures and to respect the confidentiality of the information for said data transfers.
7. The Client has the option to object, at no cost, to the information regarding him/her to be used for prospecting purposes, particularly commercial purposes. Pursuant to the French Data Protection Act of 6 January 1978, the Client also has a right to object for legitimate reasons, and a right to query, access, and correct the information regarding him/her by writing to [contact@thegatecollection.com](mailto:contact@thegatecollection.com). Hôtel du Collectionneur may send its newsletter to its Clients by email, containing promotional offers, a satisfaction survey following their hotel stay, and also provide the Client with an unsubscribe link at the bottom of each sales prospecting email.

#### **ARTICLE 14: AGREEMENT ON PROOF**

1. The entry of the required payment information, as well as the acceptance of these General Terms of Sale and the booking request or form, constitute an electronic signature that shall have the same value as a handwritten signature between the parties.
2. The computerized registries maintained in the Hôtel du Collectionneur IT systems are kept under reasonable security conditions and considered as proof of communications, requests, and payments occurring between the Parties.

3. The Client is hereby informed that his/her IP address may be recorded at the time of booking.

**ARTICLE 15: ACCOUNT/PASSWORD:**

The Client is responsible for maintaining the confidentiality of his/her passwords, login information, and account information. The Client will be financially liable for all use of the website by him/herself and/or any person who uses the information on his/her behalf.

**ARTICLE 16: DISPUTE RESOLUTION**

The Contract and the General Terms of Sale are governed by French law.

In the event of a dispute regarding these General Terms of Sale or regarding the performance of the Contract, the Client may contact the Hotel's Customer Service Department.

In the event of a dispute that cannot be resolved amicably within a period of 30 days starting from the complaint to the Customer Service Department, the District Court of Paris, France alone shall have jurisdiction.

It is hereby specified that the documents forming contractual agreements between the parties are, in descending order of priority, the booking request or form (including the special terms for the rate booked), and the present General Terms of Sale. In the event of a contradiction between the booking form and the General Terms of Sale, the provisions contained on the booking form alone shall be applicable for the obligation in question.