

GENERAL TERMS AND CONDITIONS OF SALE 2022 GROUP RATES FOR LEISURE GUESTS (GROUPES LOISIRS SERIES)

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

These General Terms and Conditions of Sale (hereinafter the "T&C") apply solely to professionals working in the tourism industry, including, but not limited to, Tour Operators, Wholesalers and Receptive Operators, Travel Agents and coach operators (hereinafter, "Client") offering services to Leisure Guests travelling solely for tourism rather than business purposes (hereinafter referred to as "the Participants" or "Leisure Guests"). These T&C govern Client's performance of its services, subject to the express condition that the Accommodation Services (hereinafter "Services") provided in Hotels operating under an ACCOR Group brand name, are included in the scope of packages as defined in Directive (EU) 2015/2302 (hereinafter "Package") and include at least one additional service such as, but not limited to, transport or transfers. Client is aware and agrees that the rates specified in these T&C only apply to Leisure Guests and not to any other guests, specifically corporate guests. Client must comply with this clause. In the event of Client's non-compliance with this clause, the rate advertised at the Hotel at the time of stay will be the rate applied to the final customer.

Client agrees to present the Accommodation Services as part of a Package in all marketing media prepared or distributed by the Client, including, but not limited to, printed brochures, videos or Internet marketing etc. In all cases, Client may not disclose, directly or indirectly, on any medium (e.g. paper, telephone, Internet etc), the rates made available under this agreement. In the event of an indirect sale, Client agrees to ensure that the Party with whom it contracts complies with this obligation. These rates are non-commissionable.

This agreement is entered into because of the person (*intuitu personae*). Client agrees to comply with, and ensure its intermediaries comply with, the obligations incumbent upon it or them as a result of signing this agreement. This obligation is deemed to be an output-based or performance obligation (*obligation de résultat*). The General Terms and Conditions of Purchase ("Terms of Purchase" or "TOP") offered by Client are expressly excluded from the estimate/contract/T&C.

Client agrees to provide Leisure Guests with a copy of the T&C that are directly applicable to them and to obtain their express acceptance of same as to their respect during the entire duration of the stay.

ARTICLE 2. CONTRACT TERM

This Contract shall take effect upon receipt of a copy of the estimate/contract and these T&C, initialled on each page, dated, signed and sealed by Client, and including the handwritten words "Read and approved", returned before the offer expiry date along with the guarantee specified in Article 12, for which the amount indicated in the specific terms and conditions may not be less than the revenue from two separate stays at the Hotel. These conditions are cumulative such that the provision of the guarantee constitutes an essential term of this agreement. The Contract shall automatically terminate will automatically terminate on the final performance date of the obligations under the contract/estimate and these T&C. The contract/estimate and the T&C may not be tacitly renewed.

ARTICLE 3. GROUP RATES FOR LEISURE GUESTS

Group rates apply provided the following cumulative conditions are satisfied:
- Fifteen (15) or more persons arriving at and leaving from the Hotel as a group, with the same services provided to all Leisure Guests;
- A single invoice;

- A minimum of five (5) nights in the same Hotel, determined at the time of booking. The rates specified in the signed contract/estimate are offered by the Hotel on the express and essential condition that accommodation services are offered to guests travelling for leisure purposes and are sold as part of a Package. As part of this contract, "Package" means an overnight stay plus breakfast, accompanied by at least one additional service the value of which exceeds thirty per cent (30%) of the package price. The rates offered are confidential.

Client may not market, directly or indirectly through third parties, the accommodation services in the form of promotional offers such as, but not limited to, private sales and flash sales, whether or not these accommodation services are offered as part of a Package and regardless of the rates offered (retail or negotiated) without the Hotel's prior written consent. Client is informed and accepts that the rates specified only apply to leisure stays. If the guest stays at the Hotel for any other purpose, the Hotel may charge the guest the rate advertised by the Hotel on the date of stay. It is the responsibility of Client to ensure that guests comply with this clause. Rates estimated in euros are per person, per night, excluding breakfast, and exclude taxes, tourist taxes and the additional departmental and/or regional tax (depending on the Hotel's location). The rates indicated on the contract/estimate are valid until a specific date before which Client must confirm the reservation to the Hotel. After this date, rates are subject to change. The VAT rates and/or those of any other tax applicable to the tax-exclusive and/or tax-inclusive estimate/contract rate will be the rate in force on each invoicing date. The applicable rates are then those in force on the day of the stay.

These rates will be modified in the event of legislative and/or regulatory amendments likely to result in rate variations such as, but not limited to, a modification of the applicable VAT rate, introduction of new taxes or changes to an existing tax. If, during the confirmation period, the order (e.g. number of rooms and/or persons and/or additional services) is at least ten per cent (10%) less than the initial contract/estimate or the dates and/or length of stay differ from the initial request, the Hotel may apply new rates.

ARTICLE 4. AMENDMENTS TO SERVICES

Any request to modify the services indicated in the accepted contract/estimate must be made in writing by Client to the Hotel and will be invoiced. The Hotel may, at any time and without reason, reject the request to modify the services. Absent the Hotel's written agreement within eight (8) days of its receipt of the request, the contract/estimate will be deemed in force under the same terms and conditions as those provided in the contract/estimate accepted by Client. In this event, the Hotel will not be liable for any compensation. In the event of disagreement, the Hotel reserves the right to cancel the estimate/contract and apply the penalties indicated in Article 11 without incurring any liability.

Any modification of the contract/estimate will be considered as a total or partial cancellation of the reservation which will give rise to article 7 of the present contract. If the number of Leisure Guests is greater than the number indicated on the contract/estimate, the availability of rooms will be confirmed by express written agreement by the Hotel subject to the availability of additional rooms and after receipt of the additional guarantee corresponding to the booking differential. In the event of unavailability, the contract/estimate will apply under the terms and conditions provided in the contract/estimate.

ARTICLE 5. LIST OF LEISURE GUESTS

Client must send the Hotel, in writing, the final list of the Leisure Guests' names no later than fifteen (15) days before the scheduled date of the group's arrival.

ARTICLE 6. ROOM ACCESS

The reserved rooms are made available to Client beginning at three o'clock in the afternoon (3pm) on the arrival date. The rooms must be vacated no later than noon (12pm) on the departure date. If a room is vacated after check-out time, an additional night's stay will be charged at the publicly available rate. If the number of Leisure Guests is less than the number specified on the estimate/contract or than the number last accepted by the Hotel, Client may be assigned different rooms than those originally planned for reasons relating to the management of the Hotel. Similarly, it is expressly provided that Client may not pursue a remedy against or claim damages from the Hotel in the event of works (including, but not limited to, any type of renovation or maintenance works) occurring during all or part of the Services, on or off Hotel premises.

ARTICLE 7. CANCELLATION

The present article "Cancellation" doesn't apply to cases of force majeure.

As invoicing is based on the Services ordered for the entire stay, the Client is invited to pay the greatest attention to the following cancellation conditions. Cancellations, in full or in part of the initial reservation, must be sent in writing to the Hotel.

Early departures from the Hotel, regardless of the reason, constitute a full cancellation. In this event, the full price, including tax, for the entire stay will be charged, without remedy against the Hotel.

No services will be provided by the Hotel in case of full cancellation.

7.1. Full Cancellation

The following are also considered as a total cancellation and give right to the application of the conditions and cancellation indemnities defined below :

- if the group's booking is cancelled in full or the group's arrival and departure dates are changed.

- a cancellation of more than fifty per cent (50%) of the number of rooms per night, of the number of Leisure Guests per day/persons and/or of the total amount of the contract/estimate. A new estimate with new pricing conditions by the Hotel for the percentage that remains confirmed beyond the cancellation of more than fifty per cent (50%).

Failure to pay the guarantee referred to in Article 13 also constitutes a full cancellation and will result in the application of the cancellation fees. In the event of non-compliance with the payment deadlines specified in these Terms, the Hotel may demand immediate payment from Client of the remaining balance of the group rate. The Hotel must receive payment from Client within eight (8) days from the date of the Hotel's written demand.

If payment is not received within this time limit, the group booking will be deemed cancelled in full, at Client's sole prejudice, and the Hotel may claim, in addition to the cancellation fees referred to above, damages incurred.

In the event of the total cancellation of the contract/estimate by Client, cancellation fees will be invoiced and calculated as follows:

Time prior to arrival date	Cancellation Fee
Less than forty-five (45) days prior to arrival for the first stay	Equal to revenue after tax from two separate stays

7.2. Partial Cancellation

A reduction in the contract/estimate amount, regardless of the reason, for a given stay constitutes a partial cancellation: a reduction in the number of stays, a reduction in the length of the stay; a reduction of less than fifty per cent (50%) of the number of rooms/persons and/or services booked or the total amount of the contract/estimate. In the event of Client's partial cancellation of the contract/estimate, cancellation fees will be invoiced and calculated for a given stay as follows:

Time prior to arrival date	Number of Services that can be cancelled without incurring a cancellation fee	Cancellation fee (% of original estimate)
Between 44 and 21 days prior to arrival	Up to 30%	No cancellation fee
	If cancellation > 30%: cancellation fees are thirty per cent (30%) of the amount after tax of the initial estimate, including catering services, for the given stay	
Between 20 and 13 days prior to arrival	Up to 25%	No cancellation fee
	If cancellation > 25%: cancellation fees are thirty per cent (30%) of the amount after tax of the initial estimate, including catering services, for the given stay	
Within 12 days prior to arrival	Up to two (2) rooms	No cancellation fee
	Beyond this, the cancellation fees are thirty per cent (30%) of the amount after tax of the initial estimate, including catering services for the give stay	

If a group reservation is made during a particularly busy period (such as a trade fair or the New Year period), special T&C/T&C may apply. If the number of Leisure Guests falls below fifteen (15) following a partial cancellation, the Hotel reserves the right to apply its publicly advertised rates.

7.3. Late arrivals

In the event of a late arrival after the restaurant's closing hours, any meals not served will be invoiced.

7.4. Revision of cancellation terms

The above cancellation terms may be changed based on the Hotel's operating requirements and/or the exceptional or complex nature of the group stay according to modalities to be agreed between the Hotel and the Client.

ARTICLE 8. NO-SHOWS

In the event of a no-show (no cancellation /modification and traveller who fails to show up for a reserved room without notifying the hotel of the cancellation), the Hotel will charge Client one hundred per cent (100%) of the total estimated charges (amount after tax of the booking including services).

The Client agrees to pay the amounts due in the event of a no-show in accordance with the terms of the contract/estimate or Article 11 of these T&C.

ARTICLE 9. OTHER ACCOMMODATION IN THE EVENT OF UNAVAILABILITY

If the Hotel is unavailable or in case of force majeure, technical issues, construction work or other, the Hotel will make best efforts to source similar accommodation at a hotel of equivalent standard to accommodate all or some of the Leisure Guests. In this case, the transfer from/to the other hotel is at the Hotel's expense (except in case of force majeure). Additional fees cannot be claimed against the Hotel or a request for a price reduction.

ARTICLE 10. UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE

10.1. Unforeseen

The Parties expressly agree to exclude from the scope of application of this Contract, the cases of unforeseen circumstances as envisaged within the legislation and in particular under the provisions of Article 1195 of the Civil Code and the related case law.

10.2. Force majeure

The obligations under these Terms will not apply or will be suspended if their performance becomes impossible due to an event of force majeure. The Parties agree that, for the purposes of these Terms, force majeure means an event beyond the control of the debtor which could not have been reasonably anticipated when the contract was contemplated/estimated was given, whose effects cannot be prevented and which prevents the debtor from performing its obligations and recognized as such by French jurisdictions and/or by the French government.

The Parties will make best efforts to prevent or mitigate the effects of the non-performance due to an event of force majeure.

ARTICLE 11. PAYMENT TERMS

1. Payment deadlines

The total amount, including any tax, of the group stay must be received by the Hotel in its bank account no later than four (4) days before the group's arrival. An invoice will then be issued to Client as proof of payment. These amounts do not accrue interest. Similarly, early payments will not give rise to a discount. Absent receipt of payment as defined above, the Hotel reserves the right to cancel the reservation of the given group stay and all subsequent stays. Any cancellation due to a payment default will constitute a full cancellation and result in the application of Article 7. The granting of a payment extension is subject to the provision by Client of an additional guarantee at least equal to the outstanding amount generated, in accordance with Article 12. No additional payment terms will be granted

2. Minimum invoicing

The minimum unit invoicing amount per Hotel is three hundred euros (€300) excluding tax. Any invoicing of a lower amount may result in the collection of management fees by the Hotel amounting to at least forty euros excluding tax (€40) per invoice.

3. Means of payment

Only bank transfers or, failing that, bank cheques drawn on banking institutions established in the same country as the Hotel, or cash (within the legal limit) are accepted as payment of invoices and guarantees. Payments must be made in euros, the legal currency of the country where the Hotel is located.

Client is responsible for any bank charges. Bills of exchange and cheques that are not drawn on a bank in a country where the Hotel is located will not be accepted as means of payment.

4. Electronic invoicing

If the Hotel and Client agree to use electronic invoicing, Client accepts, without reservation, to receive invoices issued by the Hotel exclusively by electronic means, in accordance with Article 289 of the French Tax Code.

5. Individual payments

The payment of extras (e.g. laundry, minibar, telephone) and other services asked for by one or more of the Leisure Guests is made directly by the Leisure Guests concerned at the Hotel's reception desk before the group's departure (individual payment). Client agrees to ensure that the Leisure Guests comply with this rule. The Hotel may not be held liable for late departures due to this requirement.

On the group's arrival, the Hotel reserves the right to ask for a print out of a credit card from either the attendant and/or each of the Leisure Guests or, failing that, for payment of a security deposit.

Failing payment by one or more Leisure Guests for services asked for in addition to the services included in the contract/estimate (e.g. extras, meals), the invoice will be sent to Client, who agrees to pay the amount indicated no later than seven(7) days from date of receipt of the invoice. In the event individual payments are expected, any unpaid amount may be deducted from the excess of the guarantee amount provided by Client. Any balance remaining will be returned to Client.

6. Payment default

If payment is not made on the by the contractually agreed due date, late payment charges will be applied to the total invoice amount after tax at a rate of fifteen per cent (15%) per annum from the day following the invoice due date. A flat-rate fee of forty euros (€40) will also be due per amount outstanding from the day following the invoice due date, plus additional charges incurred in the event of an action for recovery.

Any payment default at any ACCOR Group Hotel may result in the termination of this contract without any damages being due Client.

Any payment default will also immediately accelerate all outstanding amounts due by Client for invoices issued by the Hotel under the contract/estimate.

7. Amendment to invoicing or payment terms

The special provisions of the contract/estimate derogating from the invoicing/payment terms of this article, and any subsequent request to modify the invoicing/payment terms, require the Hotel's written acceptance and will result in additional processing charges on the invoice. These fees amount to three per cent (3%) of the total amount after tax of the stay plus a minimum charge of forty euros excluding tax (€40).

ARTICLE 12. GUARANTEES

To guarantee the reservation of the group stay and, if applicable, the payment of amounts due for the services defined in this contract, Client agrees to provide the Hotel with a guarantee. "Amounts due" means those amounts agreed between the Parties and corresponding to the amount of amounts due from the invoice date until actual receipt of the sums due in the Hotel's bank account.

The floating deposit:

The amount of this deposit is specified in the special terms and conditions. This guarantee is a material and essential contract term. As a result, the contract will only take effect after receipt of the deposit. The amount must be paid into the account specified in the special terms and conditions. The amount, which is legally considered a cash pledge (*gage espèces*) will be kept by the Hotel in case of non-payment by Client of amounts due under this contract, including if Client is entered in court-ordered reorganization. The floating deposit will be used for the payment of amounts due by Client. At the Hotel's option, the amounts may be deemed to have been incurred prior or subsequent to the judgment opening insolvency proceedings, if any. In the event of non-payment within five (5) days, the Hotel may challenge the payment terms granted and the advance payment of services will become immediately due and payable to enable the continuation of the contract.

The non-payment on a single agreed due date will accelerate the entire amount due. The Hotel will also have the right to bring any action for payment of amounts not covered by the deposit. This deposit will be refunded to Client on the termination or expiry of the contract after all accounts between the Parties are cleared. The Parties expressly agree that this amount will not accrue interest.

Demanded guarantee or bank guarantee:

The amount of this guarantee is indicated in the specific terms and conditions. The terms and conditions of the guarantee must be identical to those of the deposit. This guarantee must be valid for a period equal to the duration of the contract plus two (2) months.

This guarantee is a material and essential contract term. As such, the contract will only take effect after delivery of an original copy of the guarantee, accompanied by the authorization of the signatory.

ARTICLE 13. MULTIPLE RESERVATIONS

Client may not enter into more than one contract for the same group with more than one hotel. Any breach of this obligation will entitle the Hotel to unilaterally terminate the contract/estimate, without compensation.

ARTICLE 14. HOTEL STAY

Consumption of food and drinks other than those provided by the Hotel is prohibited. The Hotel may terminate the provision of services if the group Leisure Guests adversely affect the operation of the Hotel or if they jeopardize the reputation or security of the Hotel. In the event of damage to the given premises, Client will be liable for all repair costs.

Consequently, Client agrees to ensure that the Leisure Guests do not impede the operation of the Hotel or compromise the security of the Hotel and that of the other guests and invitees.

Client agrees to ensure that the Leisure Guests and their invitees comply with the Hotel's rules and instructions (in particular the ban on smoking in collective accommodation establishments and all sanitary rules that may be required by the Hotel, the government or local authorities). In the event of damage to the Hotel caused by Client or one of its Leisure Guests, the Hotel may bring an action against Client for damages. Client is liable for any damages to the Hotel caused by its Leisure Guests and their invitees. Client may then bring an action against the Leisure Guest to recover those damages. The general smoking ban in Hotels and restaurants is applicable in all public places.

Some Hotels are non-smoking hotels such that smoking in any room in these Hotel is strictly forbidden. Client agrees to inform the Leisure Guests of these provisions. In any communication with the public, Client agrees to comply with all legal rules,

in particular with regard to the location and content of the messages relayed. Client agrees to assume all consequences of these communication and further agrees to indemnify and hold the Hotel harmless from and against any court orders in this regard.

Client (including the Leisure Guests or their invitees) agrees to make reasonable use of the room. Any conduct contrary to morals and public order will result in the Hotel asking Client, the Leisure Guest and/or their invitees to leave the Hotel without any compensation or refund if a payment has been made. If the Hotel has by-laws, Client, the Leisure Guests and their invitees accept and agree to comply with these by-laws. In the event of non-compliance by a Leisure Guest and/or by an invitee of the Leisure Guest with one of the provisions of the Hotel by-laws, the Hotel will be required to ask the Leisure Guest and/or any of the Leisure Guest's invitees to leave the Hotel without any compensation and/or refund if a payment has been made. Client agrees to inform the Leisure Guests of these provisions and is responsible for ensuring compliance with these recommendations by the Leisure Guests. Some Hotels offer Wi-Fi access (whether free of charge or for a fee) allowing guests to connect to the Internet. Client agrees to ensure that the computer resources provided by the Hotel will not in any way be used to reproduce, represent, provide or communicate to the public any works and objects protected by copyright according to the Intellectual Property Code, where such authorization is required. Client is required to comply with the security policy of the Hotel's Internet service provider, including rules for using the security measures implemented to prevent the unlawful use of computer resources, and to refrain from any act undermining the effectiveness of these measures.

ARTICLE 15. PHOTO REPORT – FILMING OR REPORTING

Client is personally responsible for obtaining any authorizations required for any photo reports, filming or reporting. Before any filming and/or reporting and/or photography project without this list being considered exhaustive (hereinafter "Content"), Client must first request written authorization to film in the Hotel, failing which, the Hotel will deny the photographer and/or camera operator access to the Hotel. To reproduce, represent and use and exploit the images captured in the photo report, film or report, Client agrees to obtain the prior written and informed consent of each of the persons (guests and invitees and any other persons) filmed and/or photographed and/or whose comments are recorded during the filming and/or reporting process. Client agrees to indemnify and hold the Hotel, ACCOR and any other ACCOR Group company harmless from and against any claim brought against the Hotel ACCOR and any other ACCOR Group company related to the use and/or distribution of these reports or films and agrees to assume all related costs. The Client also undertakes to check before any publication/onlineing of the Content that this Content doesn't harm the image of the ACCOR Group and/or the Hotel, failing which the Client may be held liable.

ARTICLE 16. INSURANCE – DAMAGE – BREAKAGE – THEFT

Client is liable for all damages, including personal injury and material and immaterial damages, for which Client may be liable for under this contract/estimate, including in particular the damages and risks related to the practice of Client's profession and conduct of Client's business and, more generally, any damage to the Hotel, the Hotel's furnishings, injury to the Leisure Guests and/or other Hotel guests and invitees, caused by the Client, the conduct of its business and/or any material or equipment provided by Client.

In this context, Client agrees to indemnify and hold the Hotel harmless from and against any claim brought by a Hotel guest, a group stay Leisure Guest or a third party in relation to the performance of the contract/estimate.

In all cases, Client agrees to indemnify and hold the Hotel and/or any ACCOR Group company harmless from and against any action in liability relating to the group stay and the practice of its profession or conduct of its business and agrees to intervene in any action that may be brought by one of its contributors or its Leisure Guests against the Hotel and/or any ACCOR Group company. Client agrees to assume responsibility for the costs and payment of any damages ordered against the Hotel and/or any other ACCOR Group company on the signing, during performance or on the termination or expiry of the contract/estimate.

Client agrees to purchase and maintain the insurance necessary to the conduct of its business, to protect the brand image of the Hotel against any incidents occurring during the marketing or performance of Client's packages in which the Hotel is involved.

Client represents and warrants that it is insured with a reputable and financially solvent insurance carrier to cover the financial consequences of its liability, including in particular any damages and risks related to its profession/business and, more generally, any damages caused to the Hotel as a result of the performance of the contract/estimate and the group stay. Client agrees to maintain sufficient liability cover throughout the duration of the group stay/services. In particular, Client is encouraged to purchase specific insurance to cover the presence of large equipment or valuable property, if any, as the Hotel may not be held liable for damages to or theft of the equipment or property under the exclusive care and supervision of Client or Leisure Guests.

Client is responsible for all damage caused by its agent (particularly by the Participants) and undertakes, in case of damage to the rooms made available, to bear the repair costs of such rooms. Under no circumstance may the Hotel be held liable for damage of any nature whatsoever, particularly fire or theft, which might affect the items or equipment made available by Client or the Participants at the time of the stay object of the reservation herein and that remain exclusively under the custody and supervision of the Client and the Participants. The hotel doesn't assume any obligation for the custody or supervision such equipment/materials.

The Hotel represents and warrants that it has insurance to cover the conduct of its business. ACCOR owned Hotels are covered by the ACCOR Group insurance policy. ACCOR managed and franchised hotels are covered by policies purchased by the individual hotel owners.

Any parcel, package or other delivered to the Hotel before and during the group stay may be accepted by the Hotel but under no circumstances may the Hotel be held liable for any incident, damage, incorrect number of packages, damaged parcel, delivery problem, etc. Client agrees to contact the supplier or carrier in the event of any issues.

If Client intends to involve service providers in the organization of the stay, Client must first request the Hotel's prior written consent. Client is solely liable for any damage caused by these service providers. In the event of damage or deterioration caused by the service provider, the Hotel will send Client an invoice for necessary repairs. Client agrees to pay the invoice within eight (8) days of the invoice issue date, without being able to raise any dispute in this regard.

ARTICLE 17. TRANSPORTATION

The Hotel does not provide any transportation services. Accordingly, the Hotel may not be held liable for any issues relating to the transportation of Leisure Guests (such as, but not limited to, delays and/or cancellations).

ARTICLE 18. INTELLECTUAL PROPERTY

Client agrees not to reproduce, represent, adapt or modify, in any way, the distinctive signs of ACCOR and/or the Hotel, particularly the brand, trade name or logo (the "Distinctive Signs") without the express prior written consent of ACCOR and/or the Hotel concerned, if applicable. ACCOR's and/or the Hotel's authorization to use the Distinctive Signs does not affect ACCOR's ownership of its intellectual property rights this authorization shall not be construed as constituting an assignment of such rights to the Client. Client agrees to use the Distinctive Signs in compliance with moral rights obligations and strictly for the purposes of the project for which the authorization was granted and without creating the appearance of membership in the ACCOR Group. Client further agrees to strictly comply with the graphic charter and all use instructions communicated by ACCOR and/or the Hotel concerned. Client will submit for the Hotel's approval any communication it intends to make which refers to the Hotel and/or to ACCOR. In the event of a third-party action against Client for infringement of the Distinctive Signs the use of which has been authorised, Client must immediately inform ACCOR, failing which, Client may not thereafter seek redress against the ACCOR Group.

dispute may be referred to the mediator within twelve (12) months after the first complaint. The information (contact details and complaint procedures) concerning the mediator is available on <https://all.accor.com>.

ARTICLE 26. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of France.

Any dispute between the Parties that cannot be amicably settled will be referred to the competent court in the jurisdiction where the company operating the Hotel has its registered office.

ARTICLE 27. ASSIGNMENT

These T&C may not, under any circumstances, be assigned by Client, whether free of charge or against payment, without the Hotel's prior express written consent.

ARTICLE 28. SEVERABILITY

If one or more provisions of these T&C are held invalid, illegal or unenforceable, this invalidity, illegality or unenforceability will not affect the validity, legality and enforceability of any other provision of these T&C and all other provisions will remain in full force and effect.

ARTICLE 30. ELECTION OF DOMICILE

Any written notice (e.g. letters, notifications) must be sent to the Hotel's address and to Client's address indicated in the contract/estimate.

It is herein specified that the present English version of these General Terms and Conditions of Sale 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.

Date:

Client's stamp and signature accompanied by the handwritten words "Read and Approved":

ARTICLE 19. CONFIDENTIALITY

Each Party agrees not to disclose the confidential information of the disclosing Party and, to maintain the confidentiality of the confidential information disclosed by that Party, to take reasonable precautions at least equivalent to those the recipient Party takes with respect to its own similar information. The Parties agree that the Contract/Estimate is confidential as well as, without this list being considered exhaustive, all information relating to economic, technical, commercial, financial or statistical elements, with the exception of information that was notoriously and publicly disclosed before it was obtained and/or received by the Party. For the purposes of this clause, each Party will be liable for its own employee(s) and service provider(s). This clause will survive the termination for any cause whatsoever, of commercial relations between the Parties for three (3) years.

ARTICLE 20. PERSONAL DATA

Each Party acknowledges that a reservation at a Hotel operating under the ACCOR brand involves the collection and processing of personal data (as defined in the EU General Data Protection Regulation (GDPR)) relating to the Leisure Guests (the "Personal Data"). When Leisure Guests book at a Hotel operating under the ACCOR brand, ACCOR and the Hotels act as data controllers of the Personal Data provided by the Leisure Guests. These data will be processed in accordance with the GDPR and the ACCOR Personal Data Protection Charter available at <https://all.accor.com/security-certificate/index.fr.shtml>. Client remains responsible for the processing of the Leisure Guests' Personal Data it collects and processes. Each Party warrants that it will collect, process and store Personal Data in compliance with the GDPR. To this end:

-In accordance with Article 13 of the GDPR, each Party warrants that it will provide the data subjects with all requested information regarding the processing of their Personal Data;

-In accordance with Article 30 of the GDPR, each Party agrees to keep a register of processing activities under its responsibility;

-In accordance with Articles 13, 14, 15, 16, 17 and 21 of the GDPR, each Party recognizes that the data subjects have a right of access, rectification, deletion or objection to the use of their Personal Data. If deemed necessary, each Party agrees to communicate to the other any request received from a data subject to exercise its rights referred to above and expressly referring to the other Party;

-In accordance with Article 5(1)(e) of the GDPR, each Party agrees to keep Personal Data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the Personal Data were collected or processed;

-In accordance with Article 32 of the GDPR, each Party must implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk, to protect the security, confidentiality and integrity of Personal Data, and to prevent their abuse and unauthorized disclosure.

These measures must be designed to:

- protect against the destruction, loss, alteration or unauthorized access of Personal Data and other sensitive data;
- inform the employees of each Party authorized to access Personal Data of their obligation to ensure their security.

ARTICLE 21. TERMINATION

If the event of a breach by either Party of, this contract, this one will be deemed automatically terminated within thirty (30) days of there being no response to the non-breaching Party's notice to perform sent to the breaching party by registered letter with acknowledgement of receipt. In the event of fraud, particularly in the event of intentional misrepresentation made at the time of the reservation, the Hotel reserves the right to immediately terminate the contract/estimate without damages or penalties.

The exercise of the option to terminate will not release the breaching Party from its contractual obligations until the effective date of termination and without prejudice to any action the non-breaching Party may bring. The Hotel will keep any amounts paid and any amounts due will be payable.

ARTICLE 22. MANDATE

If Client contracts on behalf of a third party, Client is deemed to have a legally valid mandate to do so. Client agrees to inform the Hotel of the name of the end client and the name of the event organized. The Hotel may, at any time, ask Client to provide proof of this mandate. Absent a valid mandate, the Hotel may terminate the contract/estimate without compensation and without prejudice to any damages the Hotel may claim.

ARTICLE 23. LIABILITY

The Client undertakes to implement all sanitary rules that may be required by the Hotel, the government or local authorities. No claim, request for a price reduction or request for payment can be made by the Client.

The Hotels operated under an ACCOR Group banner are operated by companies that are legally distinct from ACCOR and that aren't controlled by ACCOR. As such, they are solely responsible for the obligations provided for under these T&C and the contract/estimate and issue the invoices.

Under the general rules of civil liability, the Hotel and/or Client will be liable for the failure to perform their respective obligations under this contract/estimate, if the failure is caused by the respective Party's fault.

In no event may the Hotel be held liable for any indirect or unforeseeable damages resulting from the performance of its obligations under these Terms. By express agreement between the parties, "indirect damages" means an operating loss, an act by a third party, by Client or any of its partners, and any financial or commercial damages, a loss of data, an order or guests. ACCOR and/or the Hotel may not be held liable for any network change, including, but not limited to, the sale of a Hotel, closure of a Hotel, change of brand name or construction works occurring on Hotel premises. In the event of work in or around the Hotel preventing the provision of the services reserved, the Hotel may terminate the contract/estimate by giving three (3) months' notice by registered letter with acknowledgement of receipt, without payment of penalty or damages.

Photos shown on websites representing Hotels are for illustration purposes only and have no contractual value. Whilst every reasonable effort is made to ensure the accuracy of the photographs, graphic representations and information provided, actual products and services may vary, particularly due to changes in furnishings, possible renovations or a change of brand. Client may not make any claims in this regard.

ARTICLE 24. ETHICS AND COMPLIANCE

Client agrees to comply with the applicable laws and regulations against corruption, influence peddling, laundering of proceeds from tax fraud and related offences throughout the duration of the contract/estimate.

ACCOR and the Hotel have adopted various principles, standards and commitments applicable worldwide in terms of ethics and corporate social responsibility. These principles, standards and commitments are reflected in the Accor Ethics & CSR Charter, which is available on the ACCOR website or can be made available directly to the Customer on request. Throughout the duration of the contract/estimate, the Client thus undertakes to respect these principles, standards and commitments.

ARTICLE 25. COMPLAINTS AND DISPUTES

In the event of a complaint or dispute arising out of or in connection with the invoice, Client agrees to immediately pay the undisputed part of the invoice and to inform the relevant Hotel in writing of the reason for and amount of the complaint or dispute within seven (7) days of the end date of the accommodation. After this period, the service and invoicing will be deemed accepted and may not be subsequently disputed by Client.

After having referred the complaint to customer service ACCOR or the Hotel for an amicable resolution and in the event of an unfavourable response or lack of response within sixty (60) days of making the complaint, any of the Leisure Guests may bring the complaint before a mediator. For ACCOR Group franchise hotels and managed hotels who have opted in, this mediator is the Tourism and Travel Mediator. The