



GENERAL TERMS AND CONDITIONS

Individual bookings – Version dated 26 August 2026

IMPORTANT — Every booking entails acceptance of these Terms and of the special conditions of the selected rate, communicated before the booking is confirmed.

PREAMBLE – PROFESSIONAL’S IDENTITY AND SCOPE

- 0.1** These General Terms and Conditions of Sale (the “Terms”) are issued by SOCIÉTÉ LE « M » DE MEGÈVE, a French limited liability company (société à responsabilité limitée) with share capital of EUR 1,000, whose registered office is at 15 route de Rochebrune, 74120 Megève, France, registered with the Annecy Trade and Companies Register under number 533 818 282, SIRET 533 818 282 00014, intra-Community VAT number FR 87 533 818 282, and operating Hôtel Le M de Megève (the “Hotel”).
- 0.2** Contact details: +33 (0)4 50 21 41 09 – reservation@mdemegeve.com – www.mdemegeve.com.
- 0.3** These Terms apply to individual bookings made directly with the Hotel, including through its website, by telephone, by email or at the Hotel. Bookings made through a distributor or platform may also be subject to that intermediary’s terms and conditions.
- 0.4** The Guest declares that they are at least eighteen years old, have legal capacity to enter into a contract, and are acting for personal purposes or with the authority of the person on whose behalf the booking is made.
- 0.5** An individual booking may cover no more than nine rooms. Any request for ten rooms or more, or relating to a group, event, meeting or seminar, will be subject to a specific proposal and contractual terms. A group request becomes binding only after written confirmation by the Hotel and acceptance of the corresponding special terms.

ARTICLE 1 – PURPOSE AND CONTRACTUAL DOCUMENTS

- 1.1** These Terms define the parties’ rights and obligations in connection with the booking and provision of accommodation and, where applicable, additional services.
- 1.2** In descending order of priority, the contract consists of the booking confirmation and the special conditions of the selected rate, followed by these Terms. In the event of inconsistency, the special conditions prevail in relation to the provision concerned.
- 1.3** The applicable Terms are those accepted by the Guest on the booking date. Any later version applies only to bookings concluded after it is published online, unless otherwise required by mandatory law.

ARTICLE 2 – PRE-CONTRACTUAL INFORMATION AND SELECTION OF SERVICES

- 2.1** Before booking, the Guest reviews the essential characteristics of the services, the stay dates, room category, maximum occupancy, total price, taxes, included services, payment arrangements and the cancellation or amendment conditions applicable to the selected rate.

- 2.2** The Guest selects the services according to their needs and, before confirmation, checks the accuracy of the dates, number and identity of occupants, their ages where relevant to the rate, their contact details and any special requests.
- 2.3** Special requests, including those concerning view, floor, balcony, bedding, connecting rooms, accessibility, dietary requirements or timing, are subject to availability. They are contractually binding only where expressly confirmed in writing by the Hotel.

ARTICLE 3 – BOOKING PROCESS AND FORMATION OF THE CONTRACT

- 3.1** For an online booking, the Guest selects the dates, room and rate, adds any additional services, enters their contact details, checks the summary and total price, reviews the special conditions and these Terms, and then confirms the order with an obligation to pay.
- 3.2** The Guest warrants that the information provided is accurate. An error that may prevent performance of the booking, including an incorrect email address, is the Guest's responsibility, without prejudice to the Guest's statutory rights.
- 3.3** The booking becomes final when the Hotel sends confirmation on a durable medium and, where required by the rate, after payment has been collected or the requested payment-card guarantee has been approved.
- 3.4** The confirmation states, in particular, the booked services, dates, price, known taxes, rate conditions and booking reference. The Guest must check it upon receipt and promptly report any discrepancy.
- 3.5** Any irregular, incomplete or fraudulent booking or payment may be refused or cancelled following reasonable checks and notice to the Guest, without prejudice to the Hotel's remedies. No such measure may be based on a discriminatory ground.

ARTICLE 4 – PRICES, TAXES AND ADDITIONAL SERVICES

- 4.1** Prices are quoted in euros, inclusive of all taxes, for the room, number of occupants and selected dates. They are valid only for the period and under the conditions displayed at the time of booking.
- 4.2** Services not expressly included, such as breakfast, parking, food and beverages, treatments, meals or any other additional service, are charged separately at the prices communicated to the Guest.
- 4.3** Tourist tax and any additional taxes are payable in accordance with the rules and rates set by the competent authorities. Their amount may change between booking and the stay where required by law. They are paid as stated in the confirmation or at the Hotel.
- 4.4** Except for a statutory change to a tax directly applicable to the stay or a correction accepted by the Guest, the confirmed contractual price may not be changed unilaterally by the Hotel.
- 4.5** Any foreign-currency conversion is provided for guidance only. If the Guest's account is denominated in another currency, the exchange rate and fees are determined by the Guest's bank or payment provider.

ARTICLE 5 – GUARANTEE, PAYMENT AND PRE-AUTHORISATION

- 5.1** The booking may require a valid payment card, a deposit or full payment, in accordance with the special conditions of the rate. Accepted cards are those displayed at the time of payment.
- 5.2** Where prepayment is required, the amount charged and its legal status as a binding deposit (acompte under French law) are stated before confirmation. The deposit is applied to the total price and binds both parties, subject to the cancellation or amendment conditions of the booked rate.
- 5.3** For a non-prepaid rate, payment is due on the date stated in the confirmation and no later than departure, unless there is a legitimate request for advance payment or an issue with the guarantee. Any payment link sent to the Guest will state the amount, deadline and consequences of non-payment.
- 5.4** To secure payment for the stay, extras and any other amounts due, the Hotel may request a payment-card pre-authorisation upon arrival. The amount is communicated to the Guest before approval. A pre-authorisation is not a charge; the time taken for it to be released depends on the Guest's bank.
- 5.5** To prevent fraud, the Hotel may ask the Guest to present the card used and proof of identity. If the cardholder is not present, the Hotel may request an authorisation or payment method that complies with its secure procedure.

- 5.6** Payments are made using secure systems offered by the Hotel or its service provider. The Hotel will never ask the Guest to disclose the card security code by email, instant messaging or telephone.

ARTICLE 6 – CANCELLATION, AMENDMENT AND NO-SHOW BY THE GUEST

- 6.1** Pursuant to Article L. 221-28, 12° of the French Consumer Code, the fourteen-day right of withdrawal does not apply to accommodation services supplied on a specific date or during a specific period.
- 6.2** The special conditions of the booked rate determine the cancellation or amendment deadlines and charges. They are disclosed to the Guest before booking and repeated in the confirmation.
- 6.3** Where a rate is stated to be non-cancellable, non-amendable and/or non-refundable, the amounts specified in the special conditions remain payable to the Hotel in the event of cancellation, a refused amendment, no-show or early departure, except where mandatory law provides otherwise, the Hotel agrees a commercial exception, or the Hotel is responsible for non-performance.
- 6.4** Where the rate permits cancellation or amendment, the request must reach the Hotel through the method stated in the confirmation. It takes effect only once the Guest has received an acknowledgement or written confirmation from the Hotel.
- 6.5** In the event of a no-show on the scheduled arrival date without cancellation within the applicable period, the Hotel may charge or retain the amounts provided for in the special conditions. Unless agreed in writing, the Hotel is not required to hold the room for subsequent nights.
- 6.6** If the Guest cuts short the stay, the nights and services remain payable under the rate conditions, subject to mandatory law and to any savings made by the Hotel where applicable law so requires.
- 6.7** The booking is personal to the named Guest and may not be transferred to a third party without the Hotel's prior written consent. A Guest booking several rooms is responsible for communicating the contractual conditions to the other occupants, without prejudice to each occupant's individual rights.

ARTICLE 7 – ARRIVAL, DEPARTURE AND ROOM OCCUPANCY

- 7.1** The room availability and check-out times are those stated in the booking confirmation or communicated by the Hotel. Unless otherwise stated, the room must be vacated by 12 noon on the departure date.
- 7.2** Any arrival after the stated latest arrival time must be notified to the Hotel. Without such notice, the booking may be treated as a no-show in accordance with the rate conditions.
- 7.3** Late check-out is subject to availability and the Hotel's prior approval. Applicable charges are communicated to the Guest before acceptance. If the room is not vacated despite the Hotel's request, compensation of up to the price of one additional night may be charged in proportion to the loss suffered.
- 7.4** The number of occupants may not exceed the room's maximum capacity. Any additional person must be declared and accepted by the Hotel, and a supplement previously communicated to the Guest may apply.

ARTICLE 8 – MINORS, SPECIAL REQUIREMENTS AND PETS

- 8.1** Minors must be accompanied by a legal representative or duly authorised adult. The Hotel may request any document reasonably necessary for the minor's safety and to verify that authorisation.
- 8.2** The availability and price of baby cots, extra beds, accessibility equipment and other special facilities must be confirmed by the Hotel before the stay.
- 8.3** The admission of pets, accepted categories, accessible areas and any supplements are as stated in the offer or confirmed in writing by the Hotel. Guide and assistance dogs are admitted in accordance with applicable law.

ARTICLE 9 – STAY, HOUSE RULES AND SAFETY

- 9.1** The Guest and all occupants must comply with the Hotel's house rules and safety instructions and respect the peace of the premises, staff, other guests and Hotel facilities. The house rules are available at Reception.
- 9.2** In the event of serious or repeated misconduct, including violence, threats, harassment, endangerment, unlawful activity, excessive disturbance or deliberate damage, the Hotel may terminate the stay after giving notice where circumstances permit. Services consumed, substantiated damage and contractual rate consequences remain payable, without any manifestly disproportionate penalty.

- 9.3** Smoking or vaping is prohibited in areas designated as non-smoking. Cleaning or restoration costs may be charged only where they correspond to substantiated damage or work.
- 9.4** The Guest is responsible for damage or loss attributable to the Guest, other occupants or persons brought into the Hotel by the Guest. Any amount charged on this basis must correspond to actual and substantiated loss.

ARTICLE 10 – INDIVIDUAL POLICE REGISTRATION FORM AND IDENTIFICATION

- 10.1** Pursuant to Articles R. 814-1 et seq. of the French Code governing the Entry and Stay of Foreign Nationals and the Right of Asylum, every foreign guest, including a European Union national, may be asked to complete and sign an individual police registration form. Foreign minors under the age of fifteen may be included on the accompanying adult's form.
- 10.2** These forms are retained for six months and are disclosed, upon request, only to the competent police and gendarmerie authorities.
- 10.3** Proof of identity may also be requested where necessary to verify the booking, prevent fraud, comply with a legal obligation or protect the establishment. The Hotel will not retain a copy without an identified legal basis or legitimate reason.

ARTICLE 11 – WI-FI ACCESS

- 11.1** The Hotel may provide Wi-Fi access. The Guest must use it lawfully and must not, in particular, compromise network security, intellectual-property rights, privacy or public order.
- 11.2** The Hotel may take reasonable measures to protect the network's security and availability. It does not guarantee permanent speed or availability where an interruption results from technical constraints, maintenance or an external event beyond its reasonable control.

ARTICLE 12 – RELOCATION AND UNAVAILABILITY

- 12.1** If, despite a confirmed booking, the Hotel cannot provide the reserved room for a reason attributable to it, the Hotel will, where possible, offer accommodation of at least an equivalent category and with comparable services.
- 12.2** In that event, the Hotel will bear the reasonable additional cost of substitute accommodation and transport between the establishments. If the Guest refuses an objectively equivalent proposal, or if no suitable alternative is available, the services not provided will be refunded, without prejudice to the Guest's other rights.

ARTICLE 13 – OBVIOUS ERRORS AND AVAILABILITY

- 13.1** In the event of an obvious error in price, description or availability that a reasonably attentive consumer could not have failed to notice, the Hotel will inform the Guest without delay and, depending on the circumstances, offer to maintain the booking at the correct price or cancel it free of charge with a full refund of all amounts paid.
- 13.2** The Hotel may not cancel a confirmed booking on the basis of a mere internal error that was not obvious to the Guest, unless the Guest agrees or mandatory law permits it.
- 13.3** Photographs and illustrations depict room categories and spaces as faithfully as possible. Minor differences in décor, furniture, layout or view may exist between rooms in the same category, without altering the essential characteristics of the booked service.

ARTICLE 14 – LIABILITY, LUGGAGE AND VALUABLES

- 14.1** The Hotel is responsible for proper performance of its contractual obligations as provided by law. Its liability may not be excluded or limited in the event of gross negligence, wilful misconduct, personal injury, or where prohibited by mandatory law.
- 14.2** The Hotel is not liable for non-performance attributable to the Guest, an unforeseeable and unavoidable act of a third party to the contract, or an event of force majeure, subject to applicable law.
- 14.3** The Hotel's liability for travellers' belongings, luggage and items brought into the Hotel is governed by Articles 1952 et seq. of the French Civil Code. Guests are encouraged to use the security facilities provided

and to lodge items requiring special safekeeping with the Hotel under the arrangements communicated on site.

ARTICLE 15 – FORCE MAJEURE

- 15.1** Force majeure means any event meeting the criteria of Article 1218 of the French Civil Code: beyond the affected party's control, not reasonably foreseeable when the contract was concluded, and whose effects cannot be avoided by appropriate measures.
- 15.2** The affected party must inform the other party as soon as reasonably possible. Performance of the affected obligations is suspended for the duration of the impediment. If the impediment is permanent or justifies termination under the law, unperformed services will be refunded, subject to any definitively incurred costs that may lawfully remain payable by the Guest.

ARTICLE 16 – PERSONAL DATA

- 16.1** SOCIÉTÉ LE « M » DE MEGÈVE acts as data controller for personal data it collects directly in connection with the booking and stay. It may be contacted at direction@mdemegeve.com or at its postal address, for the attention of the department responsible for data protection.
- 16.2** Personal data is processed in particular to manage enquiries, bookings, payments, stays, preferences and complaints; comply with legal and accounting obligations; prevent fraud and ensure security; compile statistics; and, where permitted by law, send marketing communications.
- 16.3** Depending on the purpose, processing is based on performance of the contract or pre-contractual measures, compliance with legal obligations, the Hotel's legitimate interests, or the Guest's consent where required.
- 16.4** Data is accessible to authorised Hotel departments and, to the extent necessary, to its processors and technical partners, including booking, payment, IT-hosting and communications providers. It may be disclosed to legally authorised public bodies.
- 16.5** Data is retained for a period proportionate to its purpose and then archived for the applicable statutory limitation and retention periods. Detailed retention periods and safeguards for any transfers outside the European Economic Area are set out in the privacy policy available on the Hotel's website.
- 16.6** Subject to the conditions laid down by law, the Guest has rights of access, rectification, erasure, restriction, objection and portability, the right to withdraw consent, and the right to give instructions concerning their data after death. Rights may be exercised using the contact details in Article 16.1. A complaint may also be lodged with the French data-protection authority (CNIL), www.cnil.fr.
- 16.7** Electronic marketing is carried out in accordance with applicable law. Every marketing message provides a simple means of unsubscribing. Where a telephone number is collected when the contract is concluded, the Guest is reminded that, unless a statutory exception applies, telephone marketing requires the consumer's prior consent, which may be withdrawn at any time.

ARTICLE 17 – EVIDENCE AND ELECTRONIC SIGNATURE

- 17.1** Confirmation of the booking, together with acceptance of these Terms and the special conditions, records the Guest's consent and creates an obligation to pay in accordance with the agreed arrangements.
- 17.2** Confirmations, electronic correspondence, connection logs and booking and payment-system records are retained under conditions reasonably ensuring their integrity and may constitute evidence, without depriving the Guest of the right to provide evidence to the contrary.
- 17.3** The IP address and necessary technical data may be recorded for security, evidence and fraud-prevention purposes in accordance with the privacy policy.

ARTICLE 18 – COMPLAINTS AND CONSUMER MEDIATION

- 18.1** Any issue should be reported to the Hotel as soon as possible so that a solution may be sought during the stay. A written complaint may subsequently be sent to: Management, Hôtel Le M de Megève, 15 route de Rochebrune, 74120 Megève, France, or direction@mdemegeve.com. Guests are advised to include the booking reference and supporting documents.

18.2 If no satisfactory response is received after a prior written complaint, a consumer Guest may refer the matter free of charge, within one year of that complaint, to the consumer mediator appointed by the Hotel: AME Conso, 197 boulevard Saint-Germain, 75007 Paris, France – www.avenir-conso.com, subject to the admissibility conditions of the French Consumer Code.

18.3 Mediation does not prevent either party from bringing proceedings before a court of competent jurisdiction.

ARTICLE 19 – GOVERNING LAW AND JURISDICTION

19.1 These Terms and the contract are governed by French law, without prejudice to any more protective mandatory provisions applicable to a consumer residing in another country.

19.2 If no amicable settlement or mediated resolution is reached, the dispute may be brought before any court having jurisdiction under the applicable rules. In particular, in addition to courts having territorial jurisdiction under ordinary rules, a consumer may bring proceedings before the court for the place where they resided when the contract was concluded or when the harmful event occurred.

ARTICLE 20 – FINAL PROVISIONS

20.1 If any provision is held to be invalid, unlawful or unenforceable, the remaining provisions will continue to apply unless the affected provision was essential to the parties' agreement.

20.2 A party's failure on any occasion to rely on a provision does not constitute a waiver of its right to rely on that provision at a later date.

20.3 These Terms are originally drawn up and available in French. This English translation is provided for convenience only. In the event of any discrepancy or difference of interpretation, the French version shall prevail, subject to applicable mandatory law.

LE M DE MEGÈVE

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