

GENERAL TERMS AND CONDITIONS OF SALE

0. PREAMBLE

Le Château des Forges carries out the following activities:

- The operation of a hotel by any means; the provision of all services and sale of products relating to this activity at the hotel located in Angers.
- The provision of accommodation (a hotel), generally on a daily or weekly basis, for a short stay at the hotel located in Angers.

Le Château des Forges markets the above services in particular through the website www.lechateaudesforges.fr.

The list of services offered by the Seller may be viewed on the website at www.lechateaudesforges.fr.

The Parties agree that their relationship shall be governed exclusively by this hotel Contract and the hotel's house rules, available on the above website and displayed at the hotel entrance, to the exclusion of any other terms.

Le Château des Forges reserves the right to amend these General Terms and Conditions of Sale at any time by publishing a new version on the Website. The applicable General Terms and Conditions of Sale are those in force on the date the Order is validated. The Parties agree that photographs published on www.lechateaudesforges.fr have no contractual value.

1. DEFINITIONS

For the purposes of interpreting and performing these terms, the following capitalised terms and expressions shall have the meanings set out below:

“Order”: a request for Services made by the Customer to the Seller;

“General Terms and Conditions of Sale”: these general terms and conditions of sale;

“Contract”: this agreement, including its preamble and appendices, together with any amendment, replacement, extension or renewal made under the agreement between the Parties;

“Price”: the unit price of a Service, inclusive of all taxes;

“Total Price”: the aggregate total of the Prices of the Services covered by the Order, inclusive of all taxes;

“Service”: any service offered for sale on the Website;

“Website”: the Online Sales website www.lechateaudesforges.fr used by the Seller to market its services;

“Order Validation”: has the meaning given in Article 7;

“Online Sales”: the marketing of the Seller's Services through the Website.

References to Articles are references to the articles of this Contract, unless otherwise stated.

Any reference to the singular includes the plural and vice versa.

Any reference to one gender includes the other gender.

2. PURPOSE

The purpose of this Contract is to define the rights and obligations of the Parties in connection with the sale of the Services offered by the Seller to the Customer.

3. SCOPE

These General Terms and Conditions of Sale apply exclusively to consumers, as defined by law and case law, acting solely on their own behalf.

In accordance with Article L. 111-1 of the French Consumer Code, the essential characteristics and prices of the Services sold are available on the Website or displayed at the hotel entrance. Prices are available to any Customer upon request.

The trader also provides the consumer with information concerning its identity, postal address, telephone number, email address and activities.

These General Terms and Conditions of Sale apply to all sales of Services by the Seller through the Website, excluding bookings of more than 5 rooms by the same Customer. In such cases, the Customer must send an express written request to the Seller for a personalised quotation.

4. BOOKING CONDITIONS

For bookings made online, by telephone, by email or at reception, a booking becomes effective only with the Seller's agreement, after a bank card authorisation has been provided for the agreed amount and, for online bookings, after acceptance of the General Terms and Conditions of Sale.

Bookings are binding on the Seller only if it has accepted them. The Seller is free to accept or refuse them depending on availability and, more generally, any circumstances liable to adversely affect fulfilment of the booking. The Seller offers family stays in the traditional sense, and the rooms are specifically designed for this purpose. The Seller reserves the right to refuse any booking that would conflict with or seek to circumvent this principle.

A hotel room booking is strictly personal. Subletting or transferring a booking without the Seller's prior consent is prohibited.

5. SERVICE

Accommodation services

The Website allows rooms at Le Château des Forges to be booked.

The hotel's indoor areas are strictly non-smoking (bedrooms, lounges, dining room, corridors, lobby, toilets, etc.).

Additional services

Housekeeping is provided daily and after each customer's departure. For stays of more than one night, and unless the customer expressly requests otherwise at reception, daily housekeeping is carried out in the rooms to check their general condition.

Free internet access is available throughout the establishment for hotel customers and their guests.

6. PRICES

Room prices in euros for 2021 can be viewed on our website, www.lechateaudesforges.fr.

The prices shown are per room, for the selected number of people and date. Linen, housekeeping, technical maintenance and free internet access are included.

Breakfasts served at the establishment are not included in room prices.

The tourist tax for 2021 is €1.50 per person per day. This tax must be paid directly at the establishment, except where it may be included in an online prepayment made before the stay.

Prices shown on the establishment's website and partner websites may change without notice. Only the price stated in the written booking confirmation is contractually binding.

Prices include VAT at the rate applicable on the booking date. Any change in the applicable VAT rate will automatically be reflected in the price shown on the invoice date.

Certain promotional offers are available only on the Website and are sold exclusively online, and under no circumstances at the reception of Le Château des Forges.

7. ORDERING SERVICES AND STEPS FOR COMPLETING AN ONLINE SALE

To place an Order, the Customer must complete the following steps:

1. Enter the Website address;
2. Follow the Website instructions, particularly those required to open a customer account;
3. Complete the order form. In the event of prolonged inactivity during the session, the selection of Services made by the Customer before that inactivity may no longer be guaranteed. The Customer will then be asked to select the Services again from the beginning;
4. Check the Order details and, where necessary, identify and correct any errors;
5. Validate the Order and the Total Price ("Order Validation");
6. Follow the instructions on the online payment server to pay the Price by providing the bank card authorisation details.

The Customer will promptly receive an electronic acknowledgement confirming the Order ("Order Confirmation").

8. PAYMENT TERMS

The Customer shall pay the price and any advance payment using one of the following payment methods: cheque, holiday vouchers, bank transfer, bank card or virtual bank card (e-Carte Bleue).

The hotel requires the customer's bank card details to guarantee the booking and payment. The Establishment may ask the customer to present identification to prevent bank card fraud.

The hotel reserves the right to pre-authorise the bank card or charge the amount specified when booking (which may be non-refundable) to that card at the time of booking or booking confirmation.

Payment for all services shall be made directly to the hotel, except for bookings prepaid at the time of booking. The hotel reserves the right to refuse any booking if the credit card number is incorrect or the booking is incomplete. When the booking is registered, a credit card debit authorisation will be obtained. This is for information purposes and will not result in an account debit except in the following cases:

- A "Non-cancellable, non-refundable" rate;
- Where the credit card expires before the arrival date.

The transaction is charged immediately to the Customer's bank card after its details have been verified and debit authorisation has been received from the issuer of the card used by the Customer.

In accordance with Article L. 133-8 of the French Monetary and Financial Code, a payment service user may not, in principle, revoke a payment order once it has been received by the payer's payment service provider. For this purpose, the Customer confirms that they are the holder of the bank card to be charged and that the name shown on the card is their own. The Customer provides the sixteen-digit card number and expiry date, together with the card security code where applicable.

If the price and any advance payment cannot be charged, the Online Sale shall be terminated automatically and immediately, and the Order shall be cancelled.

The Customer alone is responsible for their choice of services and their suitability for their needs; the hotel cannot be held liable in this respect.

9. CANCELLATION - BOOKING CHANGES

Changes to the booking may be made free of charge, subject to availability.

Any request for a change (dates, room categories, etc.) must be confirmed in writing by the customer and is subject to the Seller's acceptance.

If the Customer does not notify the hotel that their arrival date has been postponed, the room may be offered for sale again 24 hours after the arrival date stated in the Contract, and the Customer will consequently lose the benefit of their booking.

Customer no-show

If the Customer fails to arrive on the first day of their Accommodation Service booking, the entire booking will be cancelled and the Establishment will offer the booked Accommodation Services for sale again:

- If the booking concerned by the no-show is at the Non-cancellable, non-refundable rate or the Flexible rate, the Establishment will retain all sums paid by the Customer when booking as a deposit ("arrhes") within the meaning of Article 1590 of the French Civil Code and Article L. 214-1 of the French Consumer Code.

Unused services

Any stay interrupted or shortened by the Customer (late arrival or early departure) shall not give rise to a refund.

Cancellation by the Customer

If the Customer cancels a booking made at the "Non-cancellable, non-refundable" rate, the amount agreed at the time of booking will not be refunded.

If the Customer cancels a booking made at the "Flexible" rate:

- The amount agreed when booking will be refunded if cancellation is made by the day before arrival, before 3 p.m. After this deadline, i.e. after 3 p.m. on the day before arrival, the agreed booking amount will not be refunded.

- For any booking for a stay from 1 July 2021 to 31 August 2021 inclusive, the amount agreed when booking will be refunded if cancellation is made at least 7 days before the arrival date. After this 7-day deadline, the agreed booking amount will not be refunded.

The Customer is not permitted to cancel a booking at the Flexible rate and make a new booking at the Non-cancellable, non-refundable rate for the same stay dates. The Seller therefore reserves the right to cancel the new booking if it has been made under the same Customer name.

Cancellation by Le Château des Forges

If the Seller cancels, except in cases of force majeure, the stay will be refunded in full, without additional compensation.

Cancellation specifically related to the Covid-19 pandemic

If the hotel is required by the authorities to close to the public, the Seller undertakes to refund the Customer's stay in full.

If the hotel is permitted to receive customers, the Seller undertakes to refund the Customer's stay in full if the Customer is unable to access the hotel during the dates of their stay solely because of:

- Border closures;
- Travel restrictions imposed by the authorities.

10. THE STAY

Arrival

Check-in at the establishment is available from 3 p.m. to 7 p.m. on the booked arrival date.

Customers arriving before 3 p.m. or after 7 p.m. must notify reception by telephone or in writing. For arrivals after 7 p.m., the Seller will arrange a late check-in procedure and send it to the Customer in writing as soon as it is informed.

During the stay

All customers must comply with the following provisions:

- Minors:

Minors must be accompanied by their legal representatives.

- Pets:

Only one animal is allowed per room, subject to a charge of €8.00 including VAT per day. Vaccination records must be presented on site. Category 1 and Category 2 dogs are prohibited.

- Use of common areas:

It is prohibited to obstruct the hotel's common areas or any outdoor areas, temporarily or permanently, with any objects whatsoever (luggage, bicycles, rubbish bins, etc.).

Customers and their guests are asked not to disturb the peace and quiet of other hotel customers through their behaviour.

Access to the swimming pool is strictly reserved for hotel customers. Customers must request permission at reception for any of their guests to use it.

Departure

Rooms must be vacated before 11 a.m. on the departure date stated in the booking.

Any room not vacated on the departure date in accordance with the above conditions will incur an additional day's charge at the prevailing nightly rate.

Any dissatisfaction with the general condition or cleanliness of the room must be reported by the customer to the Seller within 24 hours of arrival so that it can be remedied. No complaint will be accepted after this period.

Rooms must be left tidy and in perfect general condition. The layout, furnishings and equipment of the room must not be altered in any way under any circumstances. Customers are also prohibited from moving hotel furniture or accessories, or bringing additional equipment into the room.

11. INTELLECTUAL PROPERTY RIGHTS

The Seller's brand, Le Château des Forges, together with all figurative and non-figurative trademarks and, more generally, all other trademarks, illustrations, images and logos appearing on the Goods, their accessories and packaging, whether registered or not, are and shall remain the exclusive property of the Seller. Any reproduction, in whole or in part, alteration or use of these trademarks, illustrations, images or logos, for any reason and on any medium, without the Seller's express prior consent, is strictly prohibited. The same applies to any combination or association with any other trademark, symbol, logo or, more generally, any distinctive sign intended to form a composite logo. The same applies to all copyrights, designs, models and patents owned by the Seller.

The Customer authorises the Seller, and any person appointed by it, to photograph, record or film them during their stay at Le Château des Forges and to use those images, sounds, videos and recordings on any medium (in particular on the Seller's websites or web pages, including Facebook and Instagram, on the Seller's presentation and promotional materials, and in travel or tourist guides). This authorisation applies both to the Customer and to the persons staying with them. Its sole purpose is to promote and support the activities of the Seller and entities within the Wols group, and it must not in any way harm the Customer's reputation. This authorisation is granted free of charge, worldwide, for a period of 5 years.

12. DATA CONFIDENTIALITY

Certain information is mandatory and necessary to process the Customer's request. Failure to complete a mandatory field may compromise the proper handling of the matter.

The Seller processes or uses the Customer's data only insofar as necessary to contact them, handle their requests, create and manage their user profile, create and manage their access to online services, or conduct statistical studies.

The Customer's personal information will be retained for as long as necessary until the services have been performed, unless:

- The Customer exercises their right to have their data erased, under the conditions described below;
- A longer retention period is authorised or required by a statutory or regulatory provision.

During this period, the Seller shall implement all appropriate measures to ensure the confidentiality and security of personal data, so as to prevent damage, deletion or access by unauthorised third parties.

Access to the Customer's personal data is strictly limited to the Seller's staff and, where applicable, its subcontractors.

The subcontractors concerned are bound by a duty of confidentiality and may use the Customer's personal data only in accordance with the Seller's contractual provisions and applicable legislation.

Except in the cases described above, the Seller undertakes not to sell, rent, transfer or give third parties access to personal data without the Customer's prior consent, unless required to do so on legitimate grounds (a legal obligation, prevention of fraud or abuse, exercise of rights of defence, etc.).

In accordance with the French Data Protection Act of 6 January 1978, as amended, and European Regulation (EU) 2016/679 of 27 April 2016, the Customer has rights of access, rectification, portability and erasure of their data, and restriction of processing. The Customer may also object to the processing of their data on legitimate grounds.

Subject to providing valid proof of identity, the Customer may exercise these rights by contacting management at contact@lechateauadesforges.fr.

If the Customer does not wish, or no longer wishes, to receive the Seller's news, marketing communications (by telephone, SMS, post or email) and invitations, they may indicate this using the link provided for that purpose, change their preferences by contacting the Seller under the conditions described above or, where applicable, change their online profile settings. The same applies if they do not wish to receive news, invitations or promotional offers from the Seller's partners.

For further information or to make a complaint, the Customer may contact the French data protection authority, the Commission Nationale de l'Informatique et des Libertés (more information at www.cnil.fr).

13. FORCE MAJEURE

Performance by the Seller of its obligations under this Contract shall be suspended if an event of force majeure occurs that prevents or delays such performance.

The Seller shall notify the Customer of the occurrence of such an unforeseeable event or force majeure event within 2 days of the date it occurs.

If the suspension of performance of the Seller's obligations continues for more than half the length of the stay, the Customer may terminate the current Order, and the Seller will then refund the Order under the conditions set out in Article 9.

14. INDEPENDENCE OF THE PARTIES

Neither Party may enter into commitments in the name of and/or on behalf of the other Party.

Each Party also remains solely responsible for its representations, commitments, services, products and staff.

15. NO WAIVER

A Party's failure to enforce the other Party's compliance with any obligation under these terms shall not be construed as a waiver of that obligation for the future.

16. NOTICES

All notices required under this Contract shall be deemed to have been duly given if sent by registered letter with acknowledgement of receipt to the following addresses:

To the Seller: Le Château des Forges - Chemin du Port de l'Île, 49100 Angers

To the Customer: [Customer's address].

17. COMPLAINTS AND AMICABLE DISPUTE RESOLUTION

Under Article L. 612-1 of the French Consumer Code, "All consumers have the right to use a consumer mediator free of charge with a view to the amicable settlement of a dispute with a trader."

Disputes falling within the scope of Article L. 612-1 of the French Consumer Code are those defined in Article L. 611-1 of that Code, namely contractual disputes concerning the performance of a contract for the sale of goods or provision of services between a consumer and a trader. The legislation covers both domestic and cross-border disputes.

In the event of any difficulty, the Customer is invited first to contact:

Telephone: 02 52 60 64 85

Email: contact@lechateaudesforges.fr

Within one year of submitting your request to our services, pursuant to Article R. 616-1 of the French Consumer Code, you may have your request examined by a mediator whose contact details are given below, bearing in mind that, save in exceptional cases, a dispute may be examined by only one mediator:

CM2C

Centre de la Médiation de la Consommation de Conciliateurs de Justice

14 rue Saint-Jean

75017 PARIS

You may, at your own expense, be assisted by an adviser.

18. GOVERNING LAW

This Contract shall be governed by French law.

Executed in Angers.

On 7 January 2025.