

GENERAL CONDITIONS FOR SERVICES

LES ÉTANGS DE COROT

LESBAINSDECOROT.COM

ARTICLE 1: COMPANY

Les Étangs de Corot S.A.S. is a simplified joint stock company with a single shareholder and a capital of €2,746,874.00, having its registered office at 55 Rue de Versailles, Ville d'Avray (92410), registered on the Nanterre Trade and Companies Register under the number 412 904 872 (referred to below as 'Les Étangs de Corot').

Intra-Community VAT number: FR 87 412 904 872

To contact us: reservations@etangs-corot.com

Telephone: +33 (0)1 41 15 37 00

Les Étangs de Corot offers accommodation, catering, spa services and seminar room rentals in its eponymous establishment located in Ville d'Avray.

Les Étangs de Corot uses the website www.lesbainsdecorot.com (referred to below as 'the Website')

ARTICLE 2. PURPOSE

These General Conditions for Services (referred to below as 'the GCS') unrestrictedly and unreservedly apply to all of the services described below that are provided by Les Étangs de Corot (referred to below as 'the Services') for the benefit of its business or consumer clients (referred to below as 'the Client(s)') that are concluded via the Internet.

Some of the provisions of these GCS may vary depending on whether the Client is a professional or a consumer.

The GCS specify, in particular, the conditions for placing an order, the payment and performance of the Services ordered by the Clients and all of the obligations of the parties in the context of the performance of the Services.

The GCS apply to the exclusion of all other conditions. They are sent to the Client prior to any booking and prevail, if necessary, over any other version or contradictory document.

All other conditions received from the Client, provided that they are not in contradiction with these conditions, will be valid only if they have been previously and specifically accepted by Les Étangs de Corot.

The Client declares that he/she has read and accepts the GCS by ticking the box 'I have read the General Conditions for Services and the Privacy Policy and I confirm that I understand and accept them'.

The consumer Client declares (i) that he/she is acting for personal purposes that do not fall within the scope of his/her commercial, industrial, trade, self-employed or agricultural activity and (ii) that he/she has full legal capacity to be bound by these general conditions for services.

The validation of the booking is deemed to be compliance by the Client with these GCS.

Prior to making a booking, the Client declares that he/she has obtained from Les Étangs de Corot all of the necessary information from the Website or the hotel's services in order to make the booking in full knowledge of the situation.

The non-exercising, at any given time, of a prerogative acknowledged by the GCS or the requiring of the execution of any stipulation in the agreement resulting from the said conditions cannot, under any circumstances, be interpreted as either a modification to the contract, an express or tacit renunciation of the right to exercise the said prerogative in the future or the right to require the strict execution of the commitments entered into herein.

It is recommended that the Client save and print these GCS by using the standard functionalities of his/her navigator and computer. Les Étangs de Corot reserves the right to at any time modify or complete all or part of these GCS. In such situation, the new version of the GCS will be available on the Website with its date of application. It is recommended that Clients regularly consult the GCS in order to be informed of any changes. In any event, the Client will be bound only by the version of the GCS that applies at the time when the Client makes the booking of his/her Service.

ARTICLE 3. DESCRIPTION OF SERVICES - BOOKING

Les Étangs de Corot offers spa booking services on its Website.

Les Étangs de Corot offers a full range of body and face care in collaboration with the Phytomer and Kos brands or any other partner. The identity of the partner brand may change.

Each care is the subject of a description on the www.lesbainsdecorot.com website. The description refers to the essential features within the meaning of Art. L.111-1 of the (French) Consumer Code.

The photographs on the Website do not constitute contractual documents.

ARTICLE 4. CHARACTERISTICS OF THE SERVICES

The hotel, bedrooms and suites are entirely non-smoking, which the Client undertakes to respect. If not, Les Étangs de Corot may apply a fee for the cost of cleaning the bedroom and a penalty of €150 per day.

No pets allowed within the establishment.

Except if specifically agreed by Les Étangs de Corot, children 16 years and under are not admitted to the spa and the adjacent installations. Les Étangs de Corot can refuse access for pregnant women to the jacuzzi and the sauna and the massage services will not be provided to women less than 3 months pregnant.

ARTICLE 5. BOOKING PROCESS

Any order for a Service can be made on the Website by choosing the Service and following the steps provided.

Prior to any booking, the Client must complete the information requested on the booking form.

The booking process comprises the following steps:

Step 1: The Client can search for the type of care or click on the 'Book' link for any of the cares after having clicked on the 'discover' link or on the Services offered. The Client is then redirected to an Internet page with various types of care.

Step 2: The Client selects the type of care and the page displays the various Services offered. The Client clicks on the 'book' link to select the care. The Website indicates the type of care and the duration.

Step 3: Following the Client's request referred to in step 2, the page displays a summary of the Service, the Client can either click on 'Add another care' or 'Continue the booking'.

Step 4: After choosing the care or by clicking on 'Continue the booking', the Client is directed to a page allowing him/her to define the date of the appointment for the care. He/she must validate the date and time of the appointment.

Step 5: The Client clicks on 'Book' and is directed to a summary of his/her order. In order to book, he/she must fill in the form with the minimum information: first name, last name, email, telephone. The Client must then click on the 'book' link after having checked the box 'I accept the Les Bains de Corot cancellation policy and the Mindbody privacy policy',

Step 6: The Client is directed to a payment page to validate his/her booking. He/she must provide his/her payment information (credit card) and click on 'Validate the booking'. The contract is then validly concluded and binding on the Client.

ARTICLE 6. PRICES AND PAYMENT

The prices for the booking of the Services are stated before, during and after the booking.

At the time of confirmation of the booking of accommodation, the total price is provided to the Client in euros, including VAT, and is valid only for the period indicated on the Website.

Unless otherwise stated on the Website, options that are not offered at the time of the booking of the Service are not included in the price.

In general, prices do not include all expenses of a personal nature or accessories in the bedroom, such as civil protection insurance (for bicycles and access to the spa), laundry expenses, telephone expenses, drinks, room service, tips and, more generally, any service not specifically included in the booking confirmation.

The prices include the VAT applicable on the day of the booking and any change in the VAT rate will be automatically reflected in the price stated as at the date of the invoice.

Any modification or introduction of new laws or regulations imposed by the competent authorities will automatically be reflected in the price indicated as at the date of the invoice.

Lastly, certain promotional offers are available only on the Website and are sold exclusively on the Internet and, under no circumstances, at Les Étangs de Corot reception.

ARTICLE 7. PAYMENT TERMS

The Client provides his/her bank details as a guarantee for the booking by credit or debit card (credit card, Visa, Mastercard, American Express, this list being likely to evolve) by indicating directly in the area provided for such purpose (secured entry by SSL encryption) the card number, without spaces between the digits, its date of validity (valid on the date of the stay) and the visual cryptogram in the event of a payment or a prepayment.

The payment for the booked Services will be effectuated either:

- at the time of booking for Services that cannot be cancelled, changed or refunded; or
- at Les Étangs de Corot on the day of his/her stay in other situations and for the additional Services that were not the subject of any payment at the time of the booking. The client may be asked to show proof of identity in order to prevent credit card fraud.

In the event of payment by credit or debit card, the debit will be effectuated on validation of the payment by the Client. The commitment to pay provided by means of a payment card is irrevocable.

Two weeks before the day of the client's arrival, Les Étangs de Corot can authorize the debiting of the bank card in order to guarantee the payment of the sums corresponding to booked services for best price offers. When the client makes an online booking for a flexible offer, his/her account is not debited: only an imprint of his/her credit card is recorded for security purposes.

By providing his/her bank card information, the Client authorizes Les Étangs de Corot to debit his/her bank card by the amount that corresponds to the all-inclusive price at the time of the booking of prepaid offers.

The Website has a security system for online payments using the SSL (Secure Socket Layer) encryption process in order to protect, as effectively as possible, all sensitive data related to the means of payment.

The Client guarantees that he/she is fully entitled to use the payment method that is used for the payment of his/her order and that such payment method provides access to sufficient funds to cover all of the costs resulting from the purchase of Products on the Website.

No data relating to the means of payment of the Client is collected by the Website. Payment is made directly to the bank or payment provider receiving the payment from the Website.

The Client's payment card is subject to a validity check by that partner and may be refused, in particular in the event of theft of the card, a blocked card, limit reached, etc. In the event of a refusal, the Client will have to make the necessary arrangements with his/her bank and Les Étangs de Corot to ensure a valid payment.

In the absence of payment by the Client of all sums due to Les Étangs de Corot at the latest the last day of his/her stay, any unpaid sum will, without any prior default notice, bear interest at the legal rate.

If the Client does not show up at the hotel and has not cancelled his/her booking according to the applicable cancellation conditions, the price of the Services will be debited according to the chosen cancellation conditions.

If the Client is a professional, any payment made after the due date will automatically and without any formalities lead to the application of a late-payment penalty based on the sums remaining due that is equal to three times the legal interest rate in force on the due date increased by 10 points, with a minimum of €100. The hotel may also ask the Client to pay a fixed fee of a minimum of €40 to cover the administrative and collection costs incurred by the processing of the unpaid amount.

ARTICLE 8. CANCELLATIONS AND MODIFICATIONS BY THE CLIENT

Pursuant to Arts L.221-1 and following of the Consumer Code, the Client has a withdrawal period of fourteen (14) clear days from the conclusion of the contract to inform Les Étangs de Corot of his/her desire to exercise his/her right to withdraw without having to provide any reasons or pay any penalties. In the event that such period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

The Client may exercise his/her right to withdraw by sending Les Étangs de Corot the standard withdrawal form (reproduced below) or any other statement unambiguously expressing his/her wish to withdraw by email to reservations@etangs-corot.com or the following address: 55 Rue de Versailles, Ville d'Avray (92410).

Following the Client's exercising of the right to withdraw, Les Étangs de Corot will proceed with the reimbursement of all sums paid by the Client, ie, the price of the Service(s), gift box or voucher within 14 days of the date of withdrawal.

If you are a professional, these provisions do not apply to you.

ARTICLE 9. OBLIGATIONS AND LIABILITY OF THE CLIENT

The Client is solely responsible for his/her choice of Services and their suitability for his/her needs, for which Les Etangs de Corot cannot be liable.

The Client uses the Website subject to his/her sole responsibility and is solely responsible for the information provided at the time of booking or creating a client account.

The Client undertakes to pay the prices of the services definitively booked. Any fraudulent, irregular or incomplete payment will result in the immediate cancellation of the Services, even if the contract is concluded.

He/she undertakes to respect the specific conditions applicable within the hotel.

In particular, he/she must at all times wear appropriate and correct clothing (especially when going to and from the spa) and in the Le Corot restaurant and behave appropriately towards the hotel staff and other guests.

The Client also undertakes to ensure that the IT resources made available by the hotel (in particular the WiFi network) are not used in any way for the purposes of reproduction, representation, making available or communicating to the public any works or objects protected by copyright or related rights such as texts, images, photographs, musical works, audiovisual works, software and video games without the authorisation of the holders of the rights provided for in Books I and II of the Intellectual Property Code, where such authorisation is required. The Client must accept the security and use of computer resources policy prior to any use.

The Client must not smoke in the hotel, its bedrooms, restaurants and the spa. He/she must not, under any circumstances, disturb the good functioning of the hotel or compromise the security of the establishment or any persons. If such is the case, Les Étangs de Corot may apply a penalty of €150 per person.

In general, the Client must at all times behave in a correct manner and refrain from any behaviour that is contrary to good morals, public order or the applicable internal rules, if any. In default, the hotel manager or any other authorised person may ask the Client to leave the hotel without any compensation being due or any refund being made. If the Client has not paid the price of the Services, he/she must pay immediately before leaving the hotel.

The Client is solely responsible for his/her car, items in the safe and personal belongings left in the changing rooms or spa cabin.

ARTICLE 10. OBLIGATIONS AND LIABILITY OF THE HOTEL

Les Étangs de Corot undertakes to provide the Services in accordance with the GCS and the specific conditions with the diligence and competence of a good professional.

For which, it is bound only by an obligation of means.

Les Étangs de Corot endeavours to publish photographs and texts to illustrate the Services as faithfully as possible. However, it should be noted that variations may occur, in particular due to the fact that the presentation is made by category and that changes in decoration and furniture may be made in the bedrooms and places where the Services are provided. Consequently, the Client cannot claim any compensation nor can he/she cancel his/her reservation due to variations that are unrelated to the essential features of the Services.

In any event, Les Étangs de Corot cannot be held liable for any indirect damage resulting from the provision of the Services such as loss of business, clientele or image.

ARTICLE 11. PERSONAL DATA

The Client is informed that, for the requirements of the booking, performing and invoicing of the Services, managing the client account and the commercial relationship follow-up, Les Étangs de Corot collects and processes the personal data of the Client.

Certain information is mandatory for the booking and provision of the Services as is indicated on each form on the Website. It is confidential.

The conditions for the processing of personal data and information on cookies can be found in the privacy policy at the following address: reservations@etangs-corot.com.

The Client has a right of access, rectification, deletion, updating, limitation and opposition for legitimate reasons to personal data concerning him/her. He/she can do so merely by writing to Les Étangs de Corot at the address stated at the beginning of the GCS indicating his/her first name, surname and email address. In accordance with the applicable regulations, the request must be signed and accompanied by a photocopy of an identity document bearing his/her signature and specify the address to which the reply should be sent. A reply will then be sent within one month of receipt of the request.

The Client can also consult or modify his/her personal data in his/her account directly on the Website.

In the event of difficulties in the management of your personal data, you may lodge a complaint with the French National Data Protection Agency (*CNIL*).

ARTICLE 12. APPLICABLE LAW AND DISPUTES

These GCS and any contracts relating to the performance of the services are subject to French law.

If the Client is a professional, any dispute arising from the formation, interpretation, execution or termination of the contract in relation to the Services will be submitted to the competent courts having jurisdiction where the registered office of Les Étangs de Corot is situated.

If the Client is a consumer, these GCS do not prevent the application of the applicable mandatory protective provisions of the Client's country of residence.

The Client is informed that, in the event of failure to amicably resolve a dispute after having referred the matter to Les Étangs de Corot and in the event of a negative response or absence of response within 60 days of the referral, the Client may refer the matter to the Tourism and Travel Mediator, B.P. 80303, 75823 Paris cedex, and online at <http://www.mtv.travel/je-saisis-le-mediateur/>.

ANNEX 1 - WITHDRAWAL FORM

If you wish to cancel your order for a spa service or gift card placed on the Website, please complete and return this form by post or email [redacted].

For the attention of [redacted]

I hereby notify you of my withdrawal from the contract for the sale of the following goods/services(*):

Ordered on / Received on (*)

Order number:

Name of the client(s):

Address of the client(s):

Signature of the client(s) (only if this withdrawal is in paper form):

Date:

(*) Delete as appropriate