

GENERAL CONDITIONS FOR SERVICES
LES ÉTANGS DE COROT
PAYZEN

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 care and seminar room rentals in its eponymous hotel located in Ville d'Avray.

ARTICLE 2. PURPOSE

These General Conditions for Services (referred to below as 'the GCS') unrestrictedly and unreservedly apply to all of the services booked by telephone and concluded after payment via the link generated by the Payzen application 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)').

Some of the provisions of these GCS may vary due to 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 provided to the Client with any booking by email and prevail, if necessary, over any other version or contradictory document.

All other conditions emanating 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 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 waiver 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.

ARTICLE 3. DESCRIPTION OF SERVICES - BOOKING

Les Étangs de Corot offers various Services comprising the booking of hotel rooms and suites and other Services.

Details of the Services may be consulted on the website 'etangs-corot.com' ('the Website') and are in any event provided by email prior to the booking and with the confirmation email.

3.1 Accommodation services

The essential features of the Services offered, the dates of availability, price, options, terms of payment, specific conditions relating, in particular, to cancellation policies and conditions, time of arrival, access to WiFi and admissibility of animals (to be kept on a leash and not allowed in the restaurant, spa and seminar rooms) etc, are provided to the Client before any booking.

The features of the bedrooms can also be consulted on the Website.

The bedrooms and suites presented on the Website are described by category, referring to their essential features within the meaning of Art. L.111-1 of the (French) Consumer Code. The photographs on the Website do not constitute a contractual document and, given the presentation by category, the Client cannot rely on any variation in the bedrooms or suites compared to the illustrative photographs on the Website.

3.2 Services that are in addition to or separate from the accommodation

Les Étangs de Corot also offers additional or separate services, including breakfast, catering in the Le Corot and Le Café des Artistes restaurants, wine tasting services, booking of care services in its spa, bicycle rental, booking of combined offers, seminar rooms and study days.

The hotel also offers yoga classes, a concierge service, a baby-sitting service on request, free indoor parking for all bedroom bookings, restaurant bookings and spa care.

These services (yoga, concierge service, baby-sitting, parking) must be booked at the hotel reception and will, if applicable, be charged in addition to the price of the accommodation on the conditions applicable on the day of booking.

3.3 Spa

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 body or face care is described on the website www.lesbainsdecorot.com (referred to below as 'the Spa Website'). The description contains the essential features within the meaning of Art. L.111-1 of the Consumer Code.

The photographs contained in the Spa Website do not constitute contractual documents.

3.4 Gift boxes and vouchers

Les Étangs de Corot also offers personalised gift vouchers and certificates to be spent at the hotel, restaurant or spa.

Each gift voucher is described on the Website. The description notes the essential features within the meaning of Art. L.111-1 of the Consumer Code.

The photographs on the Website do not constitute a contractual document.

The description of the features of the Service is provided to the Client before the booking.

The gift vouchers are valid for 1 year from their date of purchase. In the event that their validity date is exceeded, no refund will be made except in exceptional situations (health crisis, closure, etc) where it will be possible, with the agreement of the Client, to extend the validity period of the voucher or make a refund.

Moreover, under no circumstances does Les Étangs de Corot guarantee the availability of the Services at the days and hours desired by the Client, in particular for bookings close to the date of the end of the validity of the voucher. It is strongly recommended to book sufficiently in advance before the expiry date of the gift voucher.

The Client can also book gift vouchers via the website <https://bl-hotels.bonkdo.com/fr/destinations/>.

3.5 Seminar and banquet rooms

Les Étangs de Corot has 5 seminar rooms and salons, the features of which can be found on the Internet site https://etangs-corot.groupcorner.com/fr/c/request?&eid=5#__step_request_0 and on request by telephone or email, notably when producing a quote.

The booking of seminar and banquet rooms is exclusively made via the Groupcorner platform.

The Client can at any time during the booking ask Les Étangs de Corot for more details.

The quote is provided to the Client before any booking.

The seminar rooms and salons are available according to the hours agreed in the quote.

Any exceeding of those hours may result in an additional invoicing depending how long it is exceeded.

ARTICLE 4. CHARACTERISTICS OF THE ACCOMMODATION AND ENTRY, ADDITIONAL SERVICES

The bedrooms and suites are available from 4 p.m. and must be vacated by 12 p.m. at the latest on the day of departure.

The hotel, bedrooms and the 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 bedrooms 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 old or younger are not allowed in 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 who are less than 3 months pregnant.

ARTICLE 5. FORMING OF THE CONTRACT - BOOKING

The booking is made initially by telephone and is confirmed and paid for via the Payzen application.

The booking process comprises the following steps:

Step 1: The Client contacts Les Étangs de Corot by telephone to book one or more Services. He/she indicates his/her requirements to the hotel receptionist or sales person and the dates, eg, the dates of the beginning and end of the stay, the category of bedroom, breakfast, etc.

Step 2: Les Étangs de Corot processes the booking and sends the Client an email summarising the specific conditions of the booking, the general conditions and a link generated by the Payzen application enabling access to a payment or bank card information page.

Step 3: The Client can check the details of the booking and change them by replying to the email or calling the hotel so that it can make the change and send a new summary of the booking.

Prior to validating his/her booking, the Client receives a link to the General Conditions for Services; any payment made via the link to access payment for his/her offer sent by Payzen includes acceptance of the GCS.

Step 4: The Client pays for the his/her booking by providing his/her bank details via the secure Payzen application.

The contract is concluded at the time of the confirmation of the booking sent by email to the Client by Les Étangs de Corot.

All of the statements appearing in the booking confirmation email will be deemed to constitute the agreement between the Client and Les Étangs de Corot.

If the Client does not receive confirmation of the booking, he/she must contact Les Étangs de Corot.

ARTICLE 6. PRICES AND PAYMENT

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

For Accommodation Services, the prices stated are net prices per bedroom for the number of persons and the date selected.

At the time of the confirmation of the booking of an accommodation, the total price is indicated to the Client in euros including VAT.

Unless otherwise stated on the order confirmation, the options (for example, breakfast, half board, full board, etc) are not included in the price.

The tourist tax is to be paid directly to Les Étangs de Corot at the hotel.

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 the reception of Les Étangs de Corot.

ARTICLE 7. PAYMENT TERMS

The Client provides his/her bank details via the Payzen link that was sent by email or SMS as a guarantee for the booking by credit or debit card (credit card, Visa, Mastercard, American Express, this list being likely to evolve) and 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 made either:

- at the time of booking for the Services that cannot be cancelled, changed or refunded via the Payzen link that was sent by email or SMS; or
- at Les Étangs de Corot on the day of his/her stay in other situations and for the additional Services that have not been 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 made 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 the booked services for the 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 reasons.

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 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 costs resulting from the purchase of the Services.

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, ceiling 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 the entirety of the 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 delay in payment 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. Les Étangs de Corot 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

8.1 Cancellation of accommodation only

The Client is reminded that Art. L.221-28 of the Consumer Code excludes the right to withdraw for accommodation services:

The right to withdraw cannot be exercised for contracts:

[...]

(12) Providing accommodation services other than residential accommodation, goods transport services, car rental, catering or leisure activities that are to be provided on a specific date or at a specific time;

In application of that Art. L.221-28, para. 12, the Client does not have the right to withdraw in relation to the booking of accommodation services provided on a specific date or for a defined period.

Consequently, the accommodation ordered on the Website is exclusively subject to the following cancellation conditions.

If the Client has subscribed to an offer with the possibility of cancelling the accommodation, the Client may cancel such Services 48 hours before the day of arrival, ie, no later than 3 p.m., Paris time, the day before the first day of the booking. In such situation, no amount will be debited to the card used on the day of the booking. In the event of a late cancellation or a no-show by the Client on the day of the booking, Les Étangs de Corot will debit the credit card used at the time of the booking for the amount of the Service and any additional services from the first night.

If the Client has subscribed to an offer with the possibility of cancellation, the Client will be able to modify his/her booking in writing at least 48 hours before the day of arrival, ie, no later than 3 p.m., Paris time, the day before the first day of the booking. It is noted that the difference in price will be charged.

In other situations, the bookings are firm and the price of the Services will be taken at the time of the booking and cannot be the subject of any refunding in the event of cancellation, the totality of the sums paid by the Client being kept by Les Étangs de Corot as a deposit within the meaning of Arts. 1590 of the Civil Code and L.214-1 of the Consumer Code. Deposits will not be the subject of any refund, as they correspond to the amount of the Services debited, ie, the total amount stated at the time of the booking and, if necessary, the price of the options selected by the Client.

Without prejudice to the preceding provisions, in the event of a no-show by the Client on the first and second day of the booking of his/her Service, the Client's booking will be fully cancelled and the Les Étangs de Corot will put the Services back on sale.

8.2 Right to retract in relation to spa services, gift boxes and vouchers

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), within 14 days of the date of withdrawal.

These provisions do not apply if you are a professional.

ARTICLE 8. 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 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 computer use 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. If the Client fails to do so, 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 booking due to variations that are unrelated to the essential features of the Services.

In the event that it is impossible to provide a Service or if a force majeure event occurs, in particular in providing the booked room to the Client, Les Étangs de Corot reserves the possibility of having the Client totally or partially accommodated in a hotel of equivalent category for services of the same nature, subject to the prior agreement of the Client. Les Étangs de Corot is responsible for reasonable costs involved in the transfer, to the exclusion of any compensation.

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 10. PERSONAL DATA

The Client is informed that, for the requirements of the booking, performing and invoicing of the Services, the management of 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 CGS 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.

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 contract 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 that was 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 or clients:

Address of the client or clients:

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

Date:

(*) Delete as appropriate