# GENERAL CONDITIONS FOR SERVICES LES ÉTANGS DE COROT SEMINARS/GROUPS

### **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: seminaires@etangs-corot.com

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

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

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 sent to the Client prior to any booking 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.

These GCS are sent with the quote following a request by the Client via the 'Groupcorner' platform. The Client declares that he/she has read and accepts the GCS by accepting the quote that was sent.

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 Client declares that he/she will not use the premises made available to him/her as part of the Services for the promotion or sale of products or services.

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

It is recommended that the Client save and print these GCS. 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 sent with any new quote. 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**

Via the 'groupcorner.com' platform, Les Étangs de Corot offers booking services and the provision of seminar rooms and salons, as well as other independent accommodation, catering and spa Services.

The quote provides details of the essential features of the Services offered, the dates, price, payment conditions and options.

The specific conditions are sent to the Client prior to any booking.

The seminar rooms, salons, bedrooms and care at the spa are presented in the quote and on the website 'etangs-corot.com' or 'lesbainsdecorot.com' (each referred to below as 'the Website'). The photographs in the quote or on the Website do not constitute a contractual document, only the description in the quote under the heading 'offer' can be relied on.

The establishment is entirely non-smoking, which the Client agrees to respect. If not, Les Étangs de Corot may apply a penalty of  $\in$ 150 per day, not including the cost of cleaning the bedrooms.

No pets allowed within the establishment.

Seminars or groups for the promotion or sale of products or services are not permitted on the premises.

#### 3.1 Seminar rooms

Les Étangs de Corot has five seminar rooms and salons, the features of which are provided on the website at https://etangs-corot.groupcorner.com/fr/c/request?&eid=5#\_\_step\_request\_0 and on request by telephone or email, in particular when the quote is being drawn up.

The Client may at any time during the booking process ask Les Étangs de Corot for further information.

The quote is sent to the Client prior to any booking.

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

If these times are exceeded, an additional fee may be charged depending on the period of time.

#### **3.2 Accommodation services**

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

#### 3.3 Supplementary or independent services

At the Client's request, additional services such as entertainment for a seminar or spa care may be the subject of an additional service described in the quote.

# **ARTICLE 4. FORMING OF THE CONTRACT - BOOKING**

Seminar rooms and salons can be booked via the 'groupcorner.com' platform or the 'groupcorner' application available on the 'etangs-corot.groupcorner.com' webpage.

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 provides information on the start and end dates of the event, the number of participants and any bedrooms to be provided in addition to the seminar. The Client must also indicate whether or not breakfast is required, the meeting room, the number of participants, the room's requirements per half-day and the equipment to be provided. Lastly, an estimated budget per person is required and any additional requests for the quote.

Prior to validating his/her request, the Client must provide his/her contact details by creating an account. For the purposes of processing the request and the quote, commercial relationship follow-ups and invoicing, information is required on his/her title, first name and surname, email address, language spoken, postal address, telephone number, the invoicing address and the name and VAT number of the legal entity in whose name the request is made.

Step 2: Les Étangs de Corot may contact the Client by telephone to check the Client's needs and refine the quote.

Step 3: Les Étangs de Corot sends a quote specifying the essential features of the Services and, specifically, the description of the Services, dates of availability, price, terms of payment, the amount of the deposit to be paid at the time of the order and sends these GCS. The quote specifies the period of validity of the offer.

Step 4: The Client returns the quote signed or validates the quote on the Groupcorner platform by clicking on 'continue to booking' if it is acceptable and pays the deposit corresponding to 50% of the total amount of the order by bank transfer, unless otherwise agreed by the parties.

The Client can also modify his/her needs by clicking on 'request a modification' on the Groupcorner platform, modify or cancel the request by clicking on 'modify or cancel my request' or refuse the quote by clicking on 'decline the offer'.

In the event of a modification of its needs or request, Les Étangs de Corot sends the Client a new quote.

Step 5: If the quote is validated via Groupcorner, the Client completes the details of the individual or legal entity to be invoiced (first name, surname, invoicing address, SIREN number if applicable).

Step 6: The Client is then directed to a summary of his/her booking request where it is possible to modify the quantities of the Services and provide written clarifications.

The Client must validate the booking conditions, including the payment conditions, by ticking the box 'I acknowledge that I have read and accept without reservation the Booking Conditions' and click on 'Request to book'. Acceptance of the quote implies unreserved acceptance of these GCS.

Step 7: In the event of an acceptance of the quote in writing or via the Groupcorner platform, Les Étangs de Corot sends the Client an email as soon as possible that contains an acknowledgement of receipt confirming the booking, including the essential elements such as the identification of the Service ordered, the price and the quantity.

The contract is concluded on confirmation of the booking sent by email to the Client.

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 5. PRICES AND PAYMENT**

The prices for the booking of the Services are stated in the quote before and after the booking at the time of the confirmation sent by email.

The prices indicated are net prices for the selected period.

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

Unless otherwise stated in the quote, options (for example, breakfast, half board, full board, equipment hire, break-out room, spa care requests, etc) are not included in the price.

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.

# **ARTICLE 6. PAYMENT TERMS**

Unless otherwise specified in the quote, the Client undertakes to pay a sum corresponding to a percentage of the price of the order by bank transfer, cheque or credit card as soon as possible after the order is placed. Such sum constitutes a deposit within the meaning of Arts. 1590 of the Civil Code and L.214-1 of the Consumer Code.

The Client undertakes to pay the balance of the order within the period specified in the quote.

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  $\notin$ 100. Les Étangs de Corot may also ask the Client to pay a fixed fee of a minimum of  $\notin$ 40 to cover the administrative and collection costs incurred in processing the unpaid amount.

# ARTICLE 7. CANCELLATIONS AND MODIFICATIONS BY THE CLIENT

#### 7.1 Reminder of consumer Clients' right to retract

7.1.1 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 seminaires@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.

7.1.2 The Client is also reminded of Art. L.221-28 of the Consumer Code which 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.

If the Client is a professional, these provisions do not apply to him/her and he/she has no right to withdraw.

# 7.2 Cancellation and withdrawal conditions for consumer Clients (seminar rooms, bedrooms and additional Services)

Seminar rooms, bedrooms and additional services ordered by a consumer Client via the 'groupcorner.com' platform or the 'groupcorner' application available on the 'etangs-corot.groupcorner.com' page are subject to the following cancellation conditions.

#### 7.2.1 Full cancellation

7.2.1.1 If the Client is a consumer and cancels the event in its entirety after the right to withdraw has expired, he/she must do so in writing and will charged the following amounts:

- If the cancellation occurs after the expiry of the right to withdraw and more than 90 days before the agreed date: fee of 30% of the total amount of the services;
- If the cancellation occurs after the expiry of the right to withdraw and between 30 and 90 days before the agreed date: fee of 50% of the total amount of the services;
- If the cancellation occurs after the expiry of the right to withdraw and less than 30 days before the agreed date: fee of 100% of the total amount of the services.

7.2.1.2 In the event that the consumer Client <u>cancels the event in its entirety by exercising his/her right</u> to withdraw in accordance with the provisions of Article 7.1.1, the following fee will nevertheless be applicable to the accommodation services, which cannot be cancelled:

- If the cancellation occurs between 44 days and 30 days before the agreed date and relates to
- a) 4 bedrooms or less: no fee
- b) more than 4 bedrooms: fee of 30% of the agreed price for the cancelled bedrooms
- If the cancellation occurs between 30 days and 15 days before the agreed date and relates to
- a) 4 bedrooms or less: 30% of the agreed price for the cancelled bedrooms
- b) more than 4 bedrooms: 50% of the agreed price for the cancelled bedrooms
- If the cancellation is made between 13 days and 8 days before the agreed date and relates to
- a) 4 bedrooms or less: 50% of the agreed price for the cancelled rooms for more than 4 bedrooms: 75% of the agreed price for the cancelled bedrooms;
- If the cancellation occurs between 7 days and 3 days before the agreed date: 90% of the agreed price for the cancelled bedrooms;
- If the cancellation occurs less than 3 days before the agreed date: 100% of the agreed price for the cancelled bedrooms.

#### 7.2.2 Partial cancellation involving cancellation of booked bedrooms

7.2.2.1 If the Client is a consumer who cancels <u>part of the event involving the cancellation of booked</u> <u>bedrooms after the expiry of his/her right to withdraw</u>, he/she must do so in writing and will immediately owe a fee calculated as follows

- If the cancellation occurs after the expiry of the right to withdraw and between 44 days and 30 days before the agreed date and relates to
- a) 4 bedrooms or less: no fee
- b) more than 4 bedrooms: 30% of the agreed price for the seminar package and/or the bedroom sold à la carte
- If the cancellation occurs after the expiry of the right to withdraw and between 30 days and 15 days before the agreed date and relates to
- a) 4 bedrooms or less: 30% of the agreed price for the seminar package and/or the bedroom sold à la carte
- b) more than 4 bedrooms: 50% of the agreed price for the seminar package and/or the bedroom sold à la carte
- If the cancellation occurs after the expiry of the right to withdraw and between 13 days and 8 days before the agreed date and relates to
- a) 4 bedrooms or less: 50% of the agreed price for the seminar package and/or the bedroom sold à la carte
- b) more than 4 bedrooms: 75% of the agreed price for the seminar package and/or the bedroom sold à la carte
- If the cancellation occurs after the expiry of the right to withdraw and between 7 days and 3 days before the agreed date: fee of 90% of the agreed price for the seminar package and/or the bedroom sold à la carte
- If the cancellation occurs after the expiry of the right to withdraw and less than 3 days before the agreed date: fee of 100% of the agreed price for the seminar package and/or the bedroom sold à la carte

7.2.2.2 In the event that the Consumer Client <u>cancels part of the event by exercising his/her right to</u> <u>withdraw in accordance with the provisions of Article 7.1</u>, the fee for the cancellation of the accommodation provided for in Article 7.2.1.2 applies.

#### 7.2.3 Cancellation of Supplementary Services

If the Client partially or fully cancels in writing any of the services listed below:

- Study day
- Break-out room
- Spa care
- Supplement for the Le Corot gastronomic restaurant
- Supplement for the Le Café des Artistes restaurant
- Hire of additional equipment

Then the following cancellation conditions will apply:

- More than 90 days before the agreed date: fee of 30% of the amount of the cancelled service
- Between 30 and 90 days before the agreed date: fee of 50% of the amount of the cancelled service
- Less than 30 days before the agreed date: fee of 75% of the amount of the cancelled service
- Less than 15 days before the agreed date: fee of 100% of the amount of the cancelled service

These fees will not be due if the Client cancels those Services in the context of exercising his/her right to withdraw in accordance with Article 7.1 above.

#### 7.3 Cancellation conditions for the business Client (seminar, rooms and Additional Services)

The provision of seminar rooms, bedrooms and additional services ordered by a business client via the 'groupcorner.com' platform or the 'groupcorner' application available on the 'etangs-corot.groupcorner.com' page are subject to the following cancellation conditions.

#### 7.3.1 Full cancellation

If the Client is a professional and cancels <u>the event in its entirety</u>, he/she must do so in writing and will immediately owe the following fee:

- If the cancellation occurs more than 90 days before the agreed date: 30% of the total amount of the services.
- If the cancellation occurs between 30 and 90 days before the agreed date: fee of 50% of the total amount of the services
- If the cancellation occurs less than 30 days before the agreed date: fee of 100% of the total amount of the services

#### 7.3.2 Partial cancellation involving the cancellation of booked rooms

In addition, if the Client is a professional who cancels <u>part of the event involving the cancellation of</u> <u>booked bedrooms</u>, he/she must do so in writing and will be immediately liable to pay the following fee:

- If the cancellation occurs between 44 days and 30 days before the agreed date in relation to
- a) 4 bedrooms or less: no fee
- b) more than 4 bedrooms: 30% of the agreed price for the seminar package or the bedroom sold à la carte
- If the cancellation occurs between 30 days and 15 days before the agreed date in relation to
- a) 4 bedrooms or less: 30% of the agreed price for the seminar package or the bedroom sold à la carte
- b) more than 4 bedrooms: 50% of the agreed price for the seminar package or the bedroom sold à la carte
- If the cancellation occurs between 13 days and 8 days before the agreed date
- a) 4 bedrooms or less: 50% of the agreed price for the seminar package or the bedroom sold à la carte
- b) more than 4 bedrooms: 75% of the agreed price for the seminar package or the bedroom sold à la carte

- If the cancellation occurs between 7 days and 3 days before the agreed date: fee of 90% of the agreed price for the seminar package or the bedroom sold à la carte
- If the cancellation occurs less than 3 days before the agreed date: fee of 100% of the agreed price for the seminar package or the bedroom sold à la carte

#### **7.3.3 Cancellation of supplementary Services**

If the Client cancels in part or in full any of the services listed below in writing:

- Study day
- Break-out room
- Spa care
- Supplement for the Le Corot gastronomic restaurant
- Supplement for the Le Café des Artistes restaurant
- Hire of additional equipment

Then the following cancellation conditions will apply:

- More than 90 days before the agreed date: fee of 30% of the amount of the cancelled service
- Between 30 and 90 days before the agreed date: fee of 50% of the amount of the cancelled service
- Less than 30 days before the agreed date: fee of 75% of the amount of the cancelled service
- Less than 15 days before the agreed date: fee of 100% of the amount of the cancelled service

# **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 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 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  $\in$ 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 9. 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 bookings 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 to provide 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 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 on 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 11. 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 consumer 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 [].
For the attention of
I hereby notify you of my withdrawal from the contract for the sale of the following goods/services (*):
Ordered 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