

**GENERAL CONDITIONS FOR SERVICES**  
**LES ÉTANGS DE COROT**

**ARTICLE 1: COMPANY**

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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](mailto: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**

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These General Conditions for Services (referred to below as 'the GCS') unrestrictedly and unreservedly apply to all of the services booked by telephone, after signing a quote or directly at the hotel or spa reception that are provided by Les Étangs de Corot (referred to below as 'the Services') to its business or consumer clients (referred to below as 'the Client(s)').

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 provided to the Client with the quote and, in any event, prior to 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 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.

## **ARTICLE 3. DESCRIPTION OF SERVICES - BOOKING**

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

The details of the Services may be consulted at the hotel and are also the subject of a description on the 'etangs-corot.com' and 'lesbainsdecorot.com' (individually referred to as 'the Website') Internet sites and are, in any event, provided with the quote when booking at the hotel 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 available at the reception desk, by telephone and on the Website.

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

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 as the basis for a claim.

### **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 packaged 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.

### **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, via the website <https://bl-hotels.bonkdo.com/fr/destinations/>

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 characteristics of the Service is provided to the Client before the booking.

The gift vouchers are valid for one 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.

Under no circumstances does Les Étangs de Corot guarantee the availability of the Services on 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.

### **3.5 Seminar rooms**

Les Étangs de Corot has 5 seminar rooms and salons, the characteristics of which are provided on request by telephone or email, in particular when the quote is produced via the Groupcorner platform available at the address [https://etangs-corot.groupcorner.com/fr/c/request?&eid=5#\\_\\_step\\_request\\_0](https://etangs-corot.groupcorner.com/fr/c/request?&eid=5#__step_request_0).

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**

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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**

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The contract is formed between Les Étangs de Corot and the Client once agreement has been reached on the Services and the dates they are to be performed.

When the Client reserves by telephone, Les Étangs de Corot sends an email noting the processing of the booking and the features of the Services and providing these GCS before the confirmation of booking by the Client.

Les Étangs de Corot sends the Client an email confirming the booking with the characteristics of the booked Services.

In the absence of a confirmation email, the Client must contact the hotel to check the status of his/her booking.

## **ARTICLE 6. PRICES AND PAYMENT**

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

For Accommodation Services, the prices stated are net prices per bedroom for the number of person(s) 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**

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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), 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 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 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 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 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, 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 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**

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**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 deducted at the time of the booking and cannot be the subject of any refund 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, 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.

## **ARTICLE 9. OBLIGATIONS AND LIABILITY OF THE CLIENT**

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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 that have been 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**

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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 the event that it is impossible to provide a Service or if a force majeure event occurs, in particular providing the booked bedroom 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 11. PERSONAL DATA**

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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. It is confidential.

The conditions for the processing of personal data can be found in the privacy policy at the following address: [REDACTED].

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.

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**

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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/>.