

# Hôtel Paris Neuilly - Hotel Policies

4 stars

Hotel

Paris Neuilly

Terms and Conditions of Sale

The website accessible at the url address <https://www.hotel-paris-neuilly.com/> is owned and published by the company Neuilly Madrid par action simplifiées with a capital of 143 360,00 €, registered in the Trade and Companies Register of Nanterre under the number 332 665 942, whose head office is located at 1 Avenue de Madrid, 92200, Neuilly-sur-Seine, and whose

Intracommunity VAT number is FR49332665942. For more information, please contact

[email protected]

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## WARNINGS:

1. Any person using the Hotel Paris Neuilly website for reservation purposes must be at least 18 years old and have the capacity to enter into contracts in accordance with the law.
2. The Customer may reserve, on an individual basis and for his personal needs, a maximum of nine (9) rooms per reservation, and a total of 14 persons maximum.

For reservations for business groups, meetings, seminars or other, please send an e-mail to

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. For any reservation identified on the site of more than nine (9) rooms, the Hotel reserves the right to modify the price and the general conditions of sale.

3. Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for any reason attributable to the client will result in the cancellation of the reservation to

at the expense of the Customer, without prejudice to any civil or criminal action against the latter.

SUBJECT

These general terms and conditions of sale define the rights and obligations of the parties in the context of the remote reservation of services offered by Hotel Paris Neuilly. They

apply to all reservations made via the internet through the Paris Neuilly hotel website.

## 1. DEFINITIONS AND INTERPRETATIONS OF TERMS

Terms used herein that are capitalized but not intended to be used in this Agreement are

préalablement été définis ont le sens qui leur est donné ci-après :

– “Customer” means any natural person of legal age who makes a reservation on the Site, acting for his or her own personal needs and having full legal capacity to enter into commitments hereunder; being a consumer, the Customer benefits from rights that may be called into question in the event that the Services are reserved by him or her in the exercise of a professional, commercial, industrial, craft or liberal activity;

– “Reserved Fare Sales Terms” means the specific terms and conditions of each reservation made by the Customer;

– “Reservation Confirmation” means the document summarizing the details of the reservation made by the Customer sent by the website or the Hotel to the Customer ;

– “Reservation Request” means any request by Customer for a hotel room reservation;

– “Hotel” means the Hotel Paris Neuilly operated by Neuilly Madrid with a capital of 143

360,00 €, registered at the RCS of Nanterre under the number 332 665 942;

– “Partners” means any service provider who has entered into a contract for service provision or partnership agreement with the Hotel ;

– “Service” means any hotel room reservation service made by the Customer on the Hotel’s website;

– “Hotel website” means the website dedicated to the Hotel accessible at the following address <https://www.hotel-paris-neuilly.com/>

## 2. PURPOSE AND SCOPE OF APPLICATION

2.1 The Site allows Customers to reserve rooms and additional services at the Hotel Paris Neuilly (hereinafter referred to as the "Hotel").

2.2 These General Terms and Conditions of Sale (the "General Terms and Conditions of Sale") are applicable to the reservation of rooms and additional services (the "Services") at the Hotel and are those in force on the date of confirmation of the reservation on the Site. They cancel and replace any General Terms and Conditions of Sale previously posted online and/or accepted by the Customer.

2.3 Any reservation on the Site requires the consultation and acceptance without reserve or condition of the General Conditions of Sale, Legal Notice and Privacy Policy. It is recommended to download and/or print the General Terms and Conditions of Sale in order to keep a copy on the day of a reservation, since they are subject to change. However, any changes that occur

after the confirmation of a reservation cannot be applied to this reservation.

2.4 The Customer accepts the General Terms and Conditions of Sale and the conditions, in particular the financial conditions, of each reservation made, by proceeding with the reservation.

Hotel Paris Neuilly's General Terms and Conditions of Sale and Privacy Policy" or any other similar case proposed on the Hotel's Internet Site.

2.5 These General Terms and Conditions of Sale are accessible at any time on the Hotel's website and shall prevail, where applicable, over any other version or any other

contradictory document. In the absence of proof to the contrary, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Customer. Thus, the entry of banking information, the acceptance of

The Hotel and the Customer shall be bound by the General Terms and Conditions of Sale, the Tariff Terms and Conditions of Sale or the Reservation Request in the same way as a handwritten signature on paper.

2.6 The General Terms and Conditions of Sale do not govern the offer, reservation or order of services offered by entities other than Hotel Paris Neuilly and on other Internet sites and/or mobile applications. We recommend that, before confirming any order for Services through websites or applications

The Customer is advised to check the general terms and conditions of sale of third parties, since Hotel Paris Neuilly cannot under any circumstances be held liable for the provision of Services offered by third parties.

2.7 The General Conditions of Sale are applicable to all stages of

reservation of Services by the Customer and the follow-up of his reservation.

### 3. RESERVATIONS

3.1 The Customer selects the Services he/she wishes to reserve on the Hotel's Website, as follows: Selection of the type of room and rate; Selection of additional services, if any; Verification and validation of the details of the reservation,

of the total amount of the reservation, of the conditions of the tariff; Indication of its coordinates; Seizure of the coordinates of its bank card in the event of guarantee or prepayment; Consultation and acceptance of the General Conditions of Sale and the conditions of the selected tariff before the validation of its reservation; Validation of its reservation.

3.2 The Customer acknowledges that he/she has taken cognizance of the nature, purpose and reservation terms of the Services offered by the Hotel and that he/she has requested and obtained the information necessary to make a reservation with full knowledge of the facts.

3.3 The Customer is solely responsible for his or her choice of services and their suitability for his or her needs, and the Hotel shall not be liable in this respect.

3.4 Customer agrees to complete the information requested on the application for

reservation and attests to the truthfulness and accuracy of the information provided. Hotel Paris Neuilly reserves the right not to accept any reservation made by a person who makes fraudulent use of the Hotel's Internet site or who does not comply with these Terms and Conditions of Sale.

3.5 The reservation is deemed accepted by the Customer at the end of the reservation process.

3.6 Reservations for more than 5 rooms are subject to special conditions and additional charges. Please send an email to the following address

[email protected]

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3.7 The reservation is considered firm and final upon receipt of an e-mail from confirmation of reservation sent by the Hotel to the Customer.

3.8 The duration of the contract between the Customer and the Hotel shall be the duration of the accommodation service provided for in the reservation.

### 4. RATES

4.1 The Services offered by the Provider are provided at the rates in effect on the Hotel's Website at the time the reservation is made by the Provider. The prices for booking the Services are indicated in the commercial currency of the Hotel, "euros; all taxes included", and are valid only for the period indicated on the site. These

Rates are firm and non-revisable during their period of validity, as indicated on the Hotel's Website, the Provider reserving the right, outside of this period of validity, to modify the prices at any time without prior mention or notice. Only the

The price indicated in the confirmation of the reservation is contractual.

4.2 The rates take into account any discounts that may be granted by the Provider under the conditions specified on the Hotel's Website.

4.3 The rates are indicated before and at the time of the reservation made by the Customer. They are per room, for the number of person(s) indicated, according to the selected period, and include only the Services strictly mentioned in the reservation.

4.4 The rates take into account the VAT at the rate applicable on the day of the reservation; any change in the applicable VAT rate will automatically be reflected in the rates indicated on the date of invoicing. The same shall apply to any modification or introduction of

new legal or regulatory taxes imposed by the competent authorities.

4.5 The Customer agrees to pay these various taxes to the Hotel without any dispute.

The payment requested from the Customer corresponds to the total amount of the purchase, with the exception of the tourist tax.

4.6 The conversion in foreign currency is given as an indication and not contractual. If a rate involves payment directly to the Hotel upon arrival or departure of the

If the Customer's currency is not the same as the Hotel's currency, the rate charged by the Hotel may differ from the rate communicated at the time of reservation, taking into account changes in the exchange rate between the reservation date and the payment date.

## 5. TERMS OF PAYMENT

5.1 In case of cash payment on the day of the reservation (Non-cancellable Non

Reimbursable):

5.1.1 The price is payable in full on the day of confirmation of the reservation

by the Customer, according to the terms and conditions specified in the article "Reservations" above, by secure payment channel. Credit cards (Visa, MasterCard, American Express, Cup, Gift vouchers with the mention ANCV), Transfer (for the taking in charge companies and groups).

5.1.2 At the time of booking, the Customer shall communicate his bank details, except conditions or special rates, specifying the name of the credit card, the number of the the credit card, the validity date (the credit card must be valid until the date of the end of the stay) and the cryptogram. Payment data is exchanged in encrypted mode with SSL protocol.

5.1.3 The Customer must present himself/herself at the Hotel with the bank card that enabled him/her to make the payment of the reservation. He/she may be asked to submit a identity documents as part of the procedures for preventing fraud against the credit cards.

5.1.4 The Service Provider shall not be obliged to provide the Services ordered by the Customer if the price has not been paid to him in full beforehand within the conditions and above indicated.

5.1.5 Payments made by the Customer will only be considered final after effective collection of the sums due by Hotel Paris Neuilly.

5.2 In case of cash payment at the provision of the Services (Flexible Tariff) :

5.2.1 The price is payable in cash, in full, on the day the reserved Services are provided

under the conditions defined in the "Provision of Services" section below and as indicated on the invoice given to the Customer, by means of secure payment: Cards bank cards: Visa, MasterCard, American Express. The payment data is exchanged in encrypted mode using the SSL protocol.

5.2.2 The Hotel will ask the Customer, upon arrival, to pay a security deposit or to authorize the debiting of its bank card, in order to guarantee the payment of the amounts corresponding to the services consumed on site.

5.2.3 The Customer will then communicate his bank details specifying the name of the card number, the validity date (the card is not validated by the bank) must be valid until the end date of the stay) and the cryptogram. It can be the Customer to present an identification document in the context of the procedures of prevention of credit card fraud.

5.2.4 Payments made by the Customer will only be considered final after effective collection of the sums due by the Provider.

5.3 In case of no-show or late cancellation resulting in a one night stay of penalty (no-show), the customer's bank details provided at the time of the Reservations will be used to pay the corresponding penalties.

## 6. CANCELLATION OR MODIFICATION OF A RESERVATION BY THE CLIENT

6.1 Pursuant to Article L.121-21-8 of the Consumer Code, the Services proposed on the Site do not allow the exercise of the right of withdrawal provided for in the articles L.121-21 et seq. of the French Consumer Code concerning contracts for

distance selling.

6.2 The terms and conditions of sale of the reserved fare specify the terms of cancellation and/or modification of the reservation of the chosen rate.

6.3 Reservations with prepayment cannot be modified and/or cancelled.

cancellation. The sums paid in advance constitute a deposit, cannot be the object of a claim.

no refund, which will be indicated in the conditions of sale of the tariff

brought to the attention of the Client and accepted by him at the time of the reservation.

6.4 When cancellation of a reservation is possible, the client must contact directly

the hotel's customer service. The contact information can be found on the Hotel's website.

6.5 Certain commercial offers on the Site include conditions

on the cancellation and modification of the reservation, these are detailed

in their specific conditions appearing in the description of the offer.

## 7. SUPPLY OF SERVICES

7.1 The Services booked by the Customer, which include the reservation of

hotel rooms and ancillary services will be provided as follows

under the conditions set out in these General Terms and Conditions of Sale, supplemented by

the Tariff Sales Conditions of which the Customer has taken note and which he has accepted at the time

of his reservation on the Hotel's website.

7.2 Upon arrival, the Customer will be asked to present his/her identification to ensure

of its obligation to complete a Police Record Card.



7.3 The Hotel is a completely non-smoking area. The client will be held responsible for direct and/or indirect, consequential damages resulting from the act of smoking in the Hotel.

He will therefore be liable for the full amount of the cleaning and maintenance costs.

restoration of the damaged item or space to its original condition as determined by the Hotel.

7.4 For reasons of hygiene, animals are not allowed in the establishment.

7.5 The Customer's personal belongings left in the Hotel room, in particular at outside the safe or in the public areas of the Hotel are the sole responsibility of the responsibility. The Hotel cannot be held responsible for the loss, theft, damage or loss of deterioration or damage to said items.

7.6 The Hotel may ask the Customer to leave the Hotel without any compensation.

paid and to pay for the entirety of the Services reserved, in particular in the event of :

behaviour contrary to morality or public order, any damage,

degradation, act of vandalism occurred by him or by his employees or

persons in his charge, during the occupation of the premises, on any movable or immovable property

real estate, furnishings, decorations or any other type of property in the Hotel.

In addition, the customer will be required to pay for all damages caused by his or her own actions.

acts, the Hotel having all powers and being able to take all useful actions in order to

to obtain compensation for the damage suffered.

7.7 The Hotel provides the Guests with free wifi internet access throughout the Hotel.

The Customer undertakes to ensure that the computer resources made available to it are not

not be used for fraudulent or illegal purposes, including the commission of any offence or

act of infringement of third party rights and/or illegal downloading of works

protected by a copyright or a neighbouring right, sanctioned by article L.335-2 of the

Intellectual Property Code (fine of 300,000 euros and three years

of imprisonment).

7.8 Unless otherwise expressly agreed, the Room will be made available to the Client on the day of

of his arrival from 2 p.m. and the Client will leave the room on the day of his departure

at 12 o'clock.

7.8.1 If the reserved room is vacated after the required check-out time (12:00),

until 4pm, late check-out is charged at 49€. Beyond one additional night

will be charged to the Customer as a penalty.

7.8.2 In the event of early departure, a charge equivalent to one night's accommodation will be made, unless the

Customer has notified the Hotel at least 24 hours prior to departure.

## 8. CLAIMS

The provider undertakes to make its best efforts to provide the Services reserved by the customer. The customer will have a period of 7 days from the date of his departure from the Hotel to issue, in writing, reservations or complaints concerning the provision of the Services, with all supporting documents, to the Hotel.

You can also write to us:

Hotel Paris Neuilly, 1 Avenue de Madrid, 92200, Neuilly-Sur-Seine, France.

Link to the dispute settlement platform (international or EU purchases, online canvassing)

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<https://www.service-public.fr/particuliers/vosdroits/R48100>

## 9. UNFORESEEN CIRCUMSTANCES AND FORCE MAJEURE

9.1 For the purposes of this Article, force majeure shall be understood to mean any

event or fact that the parties could not reasonably foresee and control at the time of the reservation because of its external, unforeseeable and irresistible character.

9.2 These General Conditions of Sale expressly exclude the legal regime of unforeseeability provided for in Article 1195 of the Civil Code for all operations of Services from the Provider to the Customer. The Service Provider and the Customer hereby waive the right to invoke the provisions of Article 1195 of the French Civil Code and the unforeseeable circumstances provided for therein, and undertake to assume their obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their performance proves to be excessively onerous, and to bear all the economic and financial consequences thereof.

9.3 The Parties shall not be liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code. 9.4 In the event that the reserved room is unavailable at the Hotel, the Hotel reserves the right to arrange for the Customer to be accommodated in whole or in part in a Hotel of equivalent or higher category and offering services of the same nature. The transfer will be entirely at the Hotel's expense, with no additional charge to the Customer by the Hotel.

9.5 The Hotel shall not be liable for any failure to perform its obligations under this Agreement.

obligations in the event of events of force majeure, for the duration of the

the event of force majeure.

## 10. LIABILITY OF THE PROVIDER – WARRANTY

The Provider guarantees, in accordance with the legal provisions and without payment

the Customer, against any defect of conformity or latent defect, resulting from a defect of realization of the reserved Services and effectively paid in the conditions and according to the methods defined in the present General Conditions of Sale. The Services provided through the Hotel's Internet Site comply with the regulations in force in France. The Service Provider shall not be liable for any failure to comply with the laws of the country in which the Services are provided, which the Customer, who is solely responsible for the choice of the Services requested, shall check.

## 11. PERSONAL DATA AND FREEDOMS

11.1 Pursuant to the law n°2018 – 493 of June 20, 2018 on the protection of personal data and the General Data Protection Regulation

n°2016/679 (RGPD), the Customer is informed that the information provided during the

reservation have been subject to personal data processing for the purpose of managing reservations and Clients, billing and payment needs, as well as for commercial prospecting purposes.

11.2 The Hotel may send its customers its newsletter, promotional offers and a satisfaction questionnaire following their hotel stay by e-mail. The processing of information communicated through the Hotel's Internet site has been declared to the CNIL.

11.3 In accordance with national and European regulations, the Customer has at his disposal

have a permanent right of access, modification, rectification and opposition with regard to the information concerning them. This right may be exercised by the Customer by writing to the following e-mail address:

[email protected]

11.4 The Customer may obtain information on how the Hotel handles his/her personal data by consulting the Privacy Policy or by sending a request to the following e-mail address:

[email protected]

11.5 The Client is also informed that the hotel has at its disposal for security purposes

of a video surveillance system in the common areas

of the building. –

## 12. INTELLECTUAL PROPERTY

The content of the Hotel's Internet site is the property of the Vendor and its partners and is protected by French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright.

## 13. APPLICABLE LAW – MEDIATION – JURISDICTION

13.1 The present General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law. The present General Conditions of Sale are written in French. In the event that they are translated into one or more foreign language(s), only the French text will be deemed authentic in the event of a dispute.

13.2 All complaints relating to the non-performance or improper performance of the Services by the Hotel must be reported by the Customer, under penalty of foreclosure, by registered letter with

acknowledgement of receipt, within eight days of the date of departure from the Hotel to the following postal address: "Hotel Paris Neuilly, 1 Avenue de Madrid, 92200, Neuilly Sur Seine"; the e-mail address "

[email protected]

". The Hotel will make every effort to deal with this claim to the best of its ability and to reach a resolution of the dispute that is in the interests of both parties.

### 13.3

In accordance with Article L. 612-1 of the Consumer Code, the consumer, subject to Article L.612.2 of the Consumer Code, has the right to submit a request for amicable resolution by mediation, within a period of less than one year from his written complaint to the professional.

NEUILLY MADRID has designated, by membership registered under number 52631/VM/2403 the SAS Médiation Solution as a consumer mediation's entity.

To contact the mediator, the consumer must make his request:

- Either in writing to: Sas Médiation Solution
- 222 chemin de la bergerie 01800 Saint Jean de Niost
- Either by email to:

[email protected]

- Either by filling out the online form entitled "Saisir le médiateur" on

<https://www.sasmediationsolution-conso.fr>

Whatever means of referral is used, the application must contain:

- the applicant's postal, telephone and electronic contact details,
- The name, address and registration number at Sas Médiation Solution, of the professional concerned,
- A brief statement of the facts,
- Copy of the prior complaint,

– All documents allowing the instruction of the request (purchase order, invoice, proof of payment, etc.)

Link to the dispute settlement platform (international or EU purchases, online canvassing)

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<https://www.service-public.fr/particuliers/vosdroits/R48100>

13.4 Notwithstanding the foregoing, any difficulty relating to the interpretation, performance and validity of these General Conditions of Sale will be subject to the jurisdiction of the competent court.

## 14. GENERAL PROVISIONS

14.1 The General Terms and Conditions of Sale are modified regularly, in particular by

consideration of normative changes. The new General Conditions of Sale

will apply as of the date of their publication on the Site.

14.2 The General Terms and Conditions of Sale, including the Privacy Policy, the

The General Terms and Conditions of Use of the Site and, where applicable, the special terms and conditions specific to certain offers, constitute the entire contract concluded between the Customer and the Hotel concerning his/her reservation on the Site and cancel any previous general terms and conditions of sale. They replace and cancel, consequently, within this limit, any verbal or written agreement which would be previous to them. No tolerance, whatever its nature, extent, duration or frequency, may be considered as creating any right and may not lead to limit in any way whatsoever the possibility of invoking each of the clauses of these General Terms and Conditions of Sale, at any time, without any restriction.

Any clause of the present General Terms and Conditions of Sale which may be declared

invalid or unlawful by a competent judge would be deprived of effect, but its invalidity would not affect the other stipulations, nor affect the validity of the General Terms and Conditions of Sale as a whole or their legal effects.

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4.4 The rates take into account the VAT at the rate applicable on the day of the reservation; any change in the applicable VAT rate will automatically be reflected in the rates indicated on the date of invoicing. The same shall apply to any modification or introduction of

new legal or regulatory taxes imposed by the competent authorities.

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5.1 In case of cash payment on the day of the reservation (Non-cancellable Non

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secure payment channel. Credit cards (Visa, MasterCard, American Express,

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of the end of the stay) and the cryptogram. Payment data is exchanged in

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identity documents as part of the procedures for preventing fraud against the

credit cards.

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by the Customer if the price has not been paid to him in full beforehand within the

conditions and above indicated.

5.1.5 Payments made by the Customer will only be considered final after

effective collection of the sums due by Hotel Paris Neuilly.

5.2 In case of cash payment at the provision of the Services (Flexible Tariff) :

5.2.1 The price is payable in cash, in full, on the day the reserved Services are provided

under the conditions defined in the "Provision of Services" section below and as

indicated on the invoice given to the Customer, by means of secure payment: Cards

bank cards: Visa, MasterCard, American Express. The payment data is

exchanged in encrypted mode using the SSL protocol.

5.2.2 The Hotel will ask the Customer, upon arrival, to pay a security deposit or

to authorize the debiting of its bank card, in order to guarantee the payment of the amounts

corresponding to the services consumed on site.

5.2.3 The Customer will then communicate his bank details specifying the name of the

card number, the validity date (the card is not validated by the bank)

must be valid until the end date of the stay) and the cryptogram. It can be

the Customer to present an identification document in the context of the procedures of prevention of credit card fraud.

5.2.4 Payments made by the Customer will only be considered final after effective collection of the sums due by the Provider.

5.3 In case of no-show or late cancellation resulting in a one night stay of penalty (no-show), the customer's bank details provided at the time of the Reservations will be used to pay the corresponding penalties.

## 6. CANCELLATION OR MODIFICATION OF A RESERVATION BY THE CLIENT

6.1 Pursuant to Article L.121-21-8 of the Consumer Code, the Services proposed on the Site do not allow the exercise of the right of withdrawal provided for in the articles L.121-21 et seq. of the French Consumer Code concerning contracts for distance selling.

6.2 The terms and conditions of sale of the reserved fare specify the terms of cancellation and/or modification of the reservation of the chosen rate.

6.3 Reservations with prepayment cannot be modified and/or cancelled.

cancellation. The sums paid in advance constitute a deposit, cannot be the object of a claim.

no refund, which will be indicated in the conditions of sale of the tariff

brought to the attention of the Client and accepted by him at the time of the reservation.

6.4 When cancellation of a reservation is possible, the client must contact directly

the hotel's customer service. The contact information can be found on the Hotel's website.

#### 6.5 Certain commercial offers on the Site include conditions

on the cancellation and modification of the reservation, these are detailed

in their specific conditions appearing in the description of the offer.

### 7. SUPPLY OF SERVICES

7.1 The Services booked by the Customer, which include the reservation of

hotel rooms and ancillary services will be provided as follows

under the conditions set out in these General Terms and Conditions of Sale, supplemented by

the Tariff Sales Conditions of which the Customer has taken note and which he has accepted at the time

of his reservation on the Hotel's website.

7.2 Upon arrival, the Customer will be asked to present his/her identification to ensure

of its obligation to complete a Police Record Card.

7.3 The Hotel is a completely non-smoking area. The client will be held responsible for

direct and/or indirect, consequential damages resulting from the act of smoking in the Hotel.

He will therefore be liable for the full amount of the cleaning and maintenance costs.

restoration of the damaged item or space to its original condition as determined by the Hotel.

7.4 For reasons of hygiene, animals are not allowed in the establishment.

7.5 The Customer's personal belongings left in the Hotel room, in particular at

outside the safe or in the public areas of the Hotel are the sole responsibility of the

responsibility. The Hotel cannot be held responsible for the loss, theft, damage or loss of

deterioration or damage to said items.

7.6 The Hotel may ask the Customer to leave the Hotel without any compensation.

paid and to pay for the entirety of the Services reserved, in particular in the event of :

behaviour contrary to morality or public order, any damage,

degradation, act of vandalism occurred by him or by his employees or

persons in his charge, during the occupation of the premises, on any movable or immovable property

real estate, furnishings, decorations or any other type of property in the Hotel.

In addition, the customer will be required to pay for all damages caused by his or her own actions.

acts, the Hotel having all powers and being able to take all useful actions in order to

to obtain compensation for the damage suffered.

7.7 The Hotel provides the Guests with free wifi internet access throughout the Hotel.

The Customer undertakes to ensure that the computer resources made available to it are not

not be used for fraudulent or illegal purposes, including the commission of any offence or

act of infringement of third party rights and/or illegal downloading of works

protected by a copyright or a neighbouring right, sanctioned by article L.335-2 of the

Intellectual Property Code (fine of 300,000 euros and three years

of imprisonment).

7.8 Unless otherwise expressly agreed, the Room will be made available to the Client on the day of

of his arrival from 2 p.m. and the Client will leave the room on the day of his departure

at 12 o'clock.

Check-in starts at 2pm. If you arrive earlier, we can store your luggage at reception free of charge.

We also offer an early check-in service at the following rates (subject to availability):

Before 7:00 am. payment for previous night

Between 07am and 10am: €50

10 am to 12 pm.: €25

You can book an early check-in to access your room as soon as you arrive at the hotel.

7.8.1 If the reserved room is vacated after the required check-out time (12:00),

until 4pm, late check-out is charged at 49€. Beyond one additional night

will be charged to the Customer as a penalty.

7.8.2 In the event of early departure, a charge equivalent to one night's accommodation will be made, unless the

Customer has notified the Hotel at least 24 hours prior to departure.

## 8. CLAIMS

The Provider undertakes to use its best efforts to provide the Services booked by

the Customer, within the framework of an obligation of means. The Customer shall have a period of 7 days from the date of departure from the Hotel in which to make written reservations or complaints concerning the provision of the Services, together with all related supporting documents, to the Hotel. No claim can be validly accepted in case of

non-compliance with these formalities and deadlines by the Customer. In the absence of reservations or claims expressly made within this period by the Customer upon receipt of the Services, these will be deemed to be in conformity with the reservation, in quantity and quality.

You can also write to us:

Hotel Paris Neuilly, 1 Avenue de Madrid, 92200, Neuilly-Sur-Seine, France.

[Link to the dispute settlement platform \(international or EU purchases, online canvassing\)](#)

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<https://www.service-public.fr/particuliers/vosdroits/R48100>

## 9. UNFORESEEN CIRCUMSTANCES AND FORCE MAJEURE

9.1 For the purposes of this Article, force majeure shall be understood to mean any

event or fact that the parties could not reasonably foresee and control at the time of the reservation because of its external, unforeseeable and irresistible character.

9.2 These General Conditions of Sale expressly exclude the legal regime of unforeseeability provided for in Article 1195 of the Civil Code for all operations of Services from the Provider to the Customer. The Service Provider and the Customer hereby waive the right to invoke the provisions of Article 1195 of the French Civil Code and the unforeseeable circumstances provided for therein, and undertake to assume their obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their performance proves to be excessively onerous, and to bear all the economic and financial consequences thereof.

9.3 The Parties shall not be liable if the non-performance or delay in the performance of any of their obligations as described herein results from a case of force majeure, as defined in Article 1218 of the Civil Code. 9.4 In the event that the reserved room is unavailable at the Hotel, the Hotel reserves the right to arrange for the Customer to be accommodated in whole or in part in a Hotel of equivalent or higher category and offering services of the same nature. The transfer will be entirely at the Hotel's expense, with no additional charge to the Customer by the Hotel.

9.5 The Hotel shall not be liable for any failure to perform its obligations under this Agreement.

obligations in the event of events of force majeure, for the duration of the

the event of force majeure.

## 10. LIABILITY OF THE PROVIDER – WARRANTY

The Provider guarantees, in accordance with the legal provisions and without payment

the Customer, against any defect of conformity or latent defect, resulting from a defect of realization of the reserved Services and effectively paid in the conditions and according to the methods defined in the present General Conditions of Sale. The Services provided through the Hotel's Internet Site comply with the regulations in force in France. The Service Provider shall not be liable for any failure to comply with the laws of the country in which the Services are provided, which the Customer, who is solely responsible for the choice of the Services requested, shall check.

## 11. PERSONAL DATA AND FREEDOMS

11.1 Pursuant to the law n°2018 – 493 of June 20, 2018 on the protection of personal data and the General Data Protection Regulation

n°2016/679 (RGPD), the Customer is informed that the information provided during the

reservation have been subject to personal data processing for the purpose of managing reservations and Clients, billing and payment needs, as well as for commercial prospecting purposes.

11.2 The Hotel may send its customers its newsletter, promotional offers and a satisfaction questionnaire following their hotel stay by e-mail. The processing of information communicated through the Hotel's Internet site has been declared to the CNIL.

11.3 In accordance with national and European regulations, the Customer has at his disposal

have a permanent right of access, modification, rectification and opposition with regard to the information concerning them. This right may be exercised by the Customer by writing to the following e-mail address:

[email protected]

11.4 The Customer may obtain information on how the Hotel handles his/her personal data by consulting the Privacy Policy or by sending a request to the following e-mail address:

[email protected]

11.5 The Client is also informed that the hotel has at its disposal for security purposes

of a video surveillance system in the common areas

of the building. –

## 12. INTELLECTUAL PROPERTY

The content of the Hotel's Internet site is the property of the Vendor and its partners and is protected by French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright.

## 13. APPLICABLE LAW – MEDIATION – JURISDICTION

13.1 The present General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law. The present General Conditions of Sale are written in French. In the event that they are translated into one or more foreign language(s), only the French text will be deemed authentic in the event of a dispute.

13.2 All complaints relating to the non-performance or improper performance of the Services by the Hotel must be reported by the Customer, under penalty of foreclosure, by registered letter with acknowledgement of receipt, within eight days of the date of departure from the Hotel to the following postal address: "Hotel Paris Neuilly, 1 Avenue de Madrid, 92200, Neuilly Sur Seine"; the e-mail address "

[email protected]

". The Hotel will make every effort to deal with this claim to the best of its ability and to reach a resolution of the dispute that is in the interests of both parties.

### 13.3

In accordance with Article L. 612-1 of the Consumer Code, the consumer, subject to Article L.612.2 of the Consumer Code, has the right to submit a request for amicable resolution by mediation, within a period of less than one year from his written complaint to the professional.

NEUILLY MADRID has designated, by membership registered under number 52631/VM/2403 the SAS Médiation Solution as a consumer mediation's entity.

To contact the mediator, the consumer must make his request:

- Either in writing to: Sas Médiation Solution
- 222 chemin de la bergerie 01800 Saint Jean de Niois
- Either by email to:

[email protected]

- Either by filling out the online form entitled "Saisir le médiateur" on <https://www.sasmediationsolution-conso.fr>

Whatever means of referral is used, the application must contain:

- the applicant's postal, telephone and electronic contact details,
- The name, address and registration number at Sas Médiation Solution, of the professional concerned,
- A brief statement of the facts,

- Copy of the prior complaint,
- All documents allowing the instruction of the request (purchase order, invoice, proof of payment, etc.)

Link to the dispute settlement platform (international or EU purchases, online canvassing)

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<https://www.service-public.fr/particuliers/vosdroits/R48100>

13.4 Notwithstanding the foregoing, any difficulty relating to the interpretation, execution and validity of these General Terms and Conditions of Sale shall be submitted to the exclusive jurisdiction of the competent courts of Paris.

## 14. GENERAL PROVISIONS

14.1 The General Terms and Conditions of Sale are modified regularly, in particular by

consideration of normative changes. The new General Conditions of Sale

will apply as of the date of their publication on the Site.

14.2 The General Terms and Conditions of Sale, including the Privacy Policy, the

The General Terms and Conditions of Use of the Site and, where applicable, the special terms and conditions specific to certain offers, constitute the entire contract concluded between the Customer and the Hotel concerning his/her reservation on the Site and cancel any previous general terms and conditions of sale. They replace and cancel, consequently, within this limit, any verbal or written agreement which would be previous to them. No tolerance, whatever its nature, extent, duration or frequency, may be considered as creating any right and may not lead to limit in any way whatsoever the possibility of invoking each of the clauses of these General Terms and Conditions of Sale, at any time, without any restriction.

Any clause of the present General Terms and Conditions of Sale which may be declared

invalid or unlawful by a competent judge would be deprived of effect, but its invalidity would not affect the other stipulations, nor affect the validity of the General Terms and Conditions of Sale as a whole or their legal effects.