

# **Warwick Paris - Hotel Policies**

## **Terms and Conditions of Services**

### **WARNINGS :**

1. These general terms and conditions of service (hereinafter the "General Terms and Conditions") apply to all persons wishing to make a reservation for themselves or for a third party (hereinafter the "Customer") at the WARWICK PARIS Hotel (hereinafter the "Hotel"), without prejudice to the Customer's right to rely on the public policy rules of its national law.
2. By accessing the Hotel's dedicated website (hereinafter the "Site") to make a reservation, the Customer acknowledges that he/she is at least 18 years of age and has the legal capacity to enter into contracts in accordance with the law.
3. The Customer may reserve a maximum of nine (9) rooms per reservation on the Site, on an individual basis and for his/her personal needs.

Reservations for business groups, meetings, seminars or other events should be made in the Meetings & Events section of the Hotel's website. For any reservation identified on the Site of more than nine (9) rooms, the Hotel reserves the right to modify the price and these General Terms and Conditions.

4. Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for any reason attributable to the Customer will result in the cancellation of the reservation at the Customer's expense, without prejudice to any civil or criminal action against the Customer.

## **ARTICLE 1: PURPOSE**

These General Terms and Conditions define the rights and obligations of the parties in the context of (i) the remote reservation of accommodation rooms offered by the Hotel and (ii) services complementary to the room reservation listed separately on the Site, for example, breakfast, etc. (hereinafter individually and/or together the "Services"). They apply to all reservations made over the Internet via the Hotel's Site.

They are supplemented by provisions specific to each Hotel and each reservation according to dates and rates, which are present on the Site at the time of reservation (hereinafter the "Special Conditions"). In the event of any contradiction between the Special Conditions and the General Conditions, the Special Conditions shall prevail for the reservation in question.

## **ARTICLE 2: GENERAL PROVISIONS**

- 2.1 The present General Terms and Conditions apply throughout the period during which the Services are made available online by the Hotel on the Site.

The Customer is invited to read them carefully before making any reservation, as their prior acceptance is mandatory in order to validate the reservation of any Service offered on the Site.

The Customer is invited to save and print them.

2.2 The Hotel reserves the right to supplement or amend the General Terms and Conditions at any time by publishing a new version on the Site, which will automatically apply as soon as it is put online.

2.3 The General Terms and Conditions applicable to a given reservation are those in force on the date of said reservation by the Customer.

### ARTICLE 3: CONCLUSION OF THE ONLINE CONTRACT

3.1 Choice of Services by the Customer :

The Customer chooses the Services presented under his sole responsibility, and alone determines their suitability to his needs. Prior to any reservation, the Customer takes note of the information on the Site concerning the nature, destination and terms and conditions of the said reservation.

The Customer acknowledges that he/she has received the necessary advice and information to ensure that the offer is suited to his/her needs, in order to make a reservation with full knowledge of the facts.

3.2. Booking process :

3.2.1 The Customer makes a reservation on the Hotel's dedicated website.

3.2.2 The Customer attests to the truthfulness and accuracy of the information provided.

3.2.3 The Customer must follow a series of steps to complete the reservation, including :

- Search for dates of stay, room category, rate and special conditions attached to the rate;
- Selection of one or more additional services, such as breakfast (except when the service is already included in the rate mentioned in the previous point);
- Checking the details of the reservation, its total cost, and all the conditions specifically linked to the reservation and included in the Special Conditions;
- Enter customer details;
- Enter the customer's credit card details;

- Consultation and acceptance of the General Terms and Conditions and the Special Terms and Conditions of the Service booked before validating the booking;
- Booking validation.

### 3.3. Acknowledgement of reservation:

An e-mail acknowledging receipt of the reservation is sent to the Customer. It summarizes the contract offer, the Services booked, the price(s), the total amount of the order, the conditions of sale relating to the fare selected and accepted by the Customer, and the date of the booking.

### 3.4. Formation of the reservation:

The reservation is deemed to have been formed upon confirmation of the reservation by the Hotel or upon online prepayment by credit card.

## ARTICLE 4: PRICES

### 4.1 PRICES OF SERVICES

4.1.1 The prices for booking Services are indicated on the Site and confirmed at the time of booking. Certain promotional offers are only available on the Site, when purchasing online, and are not applicable when purchasing at the Hotel.

4.1.2. Prices quoted are per room for the number of person(s) selected and the date selected.

4.1.3. Prices are confirmed to the Customer in the commercial currency of the Hotel and are valid only for the duration of the stay indicated on the Site.

4.1.4. If the Hotel is debited in a currency other than that confirmed on the reservation, the Customer is responsible for any exchange charges.

4.1.5. All reservations are payable in the Hotel's local currency, unless otherwise indicated on site.

4.1.6. Unless otherwise specified on the Site, additional services (breakfast, high-speed WiFi, etc.) are not included in the price and are displayed separately.

4.1.7. The tourist tax shown on the rates page must be paid directly at the Hotel.

4.1.8. Prices include VAT applicable on the day of booking. Any change in the applicable VAT rate will automatically be reflected in the prices indicated on the date of invoicing.

4.1.9. Similarly, any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices indicated on the date of invoicing.

4.1.10. Conversion into foreign currencies is given for information only and is non-contractual. Only the currency confirmed at the time of booking is guaranteed (if this currency is different from that used at the Hotel, any exchange charges will be borne by the Customer).

## ARTICLE 5: PAYMENT

5.1 The Customer provides his/her bank details as a guarantee for the reservation, except in the case of special conditions or rates requiring prepayment, by credit or debit card (Visa, Mastercard, American Express, China UnionPay, Japan Credit Bureau), indicating the card number, its date of validity (the bank card must be valid at the time of the stay) and the visual cryptogram directly in the area provided for this purpose (entry secured by SSL encryption). The customer must present the credit card used to guarantee the reservation or make the prepayment at the hotel. This requirement remains in force even if the reservation has been made by a third party on behalf of the Customer. The Hotel may ask the Customer to show proof of identity in order to prevent credit card fraud.

5.2 Payment is debited at the Hotel during the stay, except in the case of special conditions or rates where payment is debited at the time of reservation (online prepayment for certain rates). In the case of a rate that is not prepaid online, the Hotel will ask the Customer to pay a security deposit of 70 euros per night on arrival, to guarantee payment of the amounts corresponding to the services consumed on site.

5.3 In the event of a "no show" (reservation not cancelled - Customer not showing up) for a reservation guaranteed by credit card, the Hotel will debit the Customer's credit card for the amount of the first night, including tax, as a flat-rate indemnity, and any additional nights of the reservation will be cancelled without charge unless otherwise specified in the Special Conditions of the rate reserved. By making a reservation, the Customer expressly authorizes the Hotel to debit the Customer's credit card to pay the lump-sum compensation.

5.4 In the case of a rate subject to online prepayment, the amount paid in advance as a deposit is debited at the time of reservation. This amount includes: the price of the accommodation, taxes related to the accommodation, the price of the catering if breakfast is chosen, taxes related to the catering and any additional Services selected by the Customer.

## ARTICLE 6: CANCELLATION OR MODIFICATION BY THE CUSTOMER

6.1 The Customer does not have the right of withdrawal provided for in Directive 2011/83/EU of October 25, 2011, in accordance with article L.221-28 paragraph 12 of the French Consumer Code, which excludes this right for contracts relating to the provision of accommodation services, other than residential accommodation, which must be provided on a specific date or at a specific time.

6.2 The Special Conditions of the rate booked specify the terms of cancellation and/or modification of the booking.

6.3 Reservations with prepayment cannot be modified and/or cancelled. Advance payments will not be reimbursed. In such cases, this will be stated in the Special Conditions for the rate booked.

6.4 Where permitted by the Special Terms and Conditions, reservations may be cancelled or modified directly with the Hotel, whose telephone number is specified on the reservation confirmation sent by the Hotel by e-mail and on the Site.

6.5 In the event of interruption of the stay, the entire agreed price will be collected. In the case of pre-paid reservations, no refund will be made.

6.6 Unless otherwise expressly agreed, the Customer must leave the room before 12.00 p.m. on the last day of his stay. Failure to do so will result in the Hotel charging an additional night's stay at the daily rate then in force.

6.7 Reservations are made by name and may not be transferred to a third party, whether free of charge or in return for payment.

## ARTICLE 7: ACCOMMODATION

7.1 In the event of an exceptional event or the impossibility of making the reserved room available to the Customer, or in the event of force majeure, the Hotel reserves the right to arrange for the Customer to be accommodated in a hotel of an equivalent category for services of the same nature, provided that the Customer has been informed in advance. Any additional cost of the room, transport between the two hotels and a telephone call shall be borne by the Hotel originally booked.

## ARTICLE 8: HOTEL STAY

8.1 In application of the regulations in force in certain countries, upon arrival at the Hotel, the Customer will be asked to fill in a compulsory arrival form, which is a condition of his or her stay. In addition, the Customer will be asked to show proof of identity in order to verify whether or not he/she must also complete the police form.

8.2 In the hotel, the Customer must behave in a manner consistent with good morals and public order, respect the premises provided and comply with the General Terms and Conditions and the Special Terms and Conditions. In the event of non-compliance by the Customer, the latter may be held liable and must compensate the Hotel for any damage caused. In addition, the Hotel may be obliged to ask the Customer to leave the Hotel without any compensation and/or without any reimbursement if payment has already been made. If no payment has yet been made, the Customer must pay the full price of the stay (nights used plus nights reserved but not yet used) as well as any ancillary services used (breakfast, catering, bar, etc.) before leaving the Hotel.

8.3 The Hotel offers free WIFI access up to 5 Mb. The Customer undertakes not to use its computer resources for the purpose of reproducing, representing, making available or communicating to the public any goods protected by copyright or related rights without the authorization of the holders of such rights or in violation of their rights. He/she also undertakes not to use the WIFI access provided for any

criminal purposes that may prejudice the Hotel or third parties in any way whatsoever, nor contrary to current legislation.

#### ARTICLE 9: LIABILITY OF THE HOTEL

9.1 The photographs appearing on our website illustrate the general atmosphere, level of comfort and style of the different categories of rooms offered by our establishment, without the hotel being able to guarantee that the room(s) illustrated are those allocated to the customer during his/her stay.

9.2 The Hotel shall not be held liable for the non-performance or improper performance of the reservation in the event of force majeure, third-party fault or Customer fault, in particular the unavailability of the Internet network, inability to access the Site, external intrusion, computer viruses or in the event of unauthorized prepayment by the credit card holder's bank.

9.3 The Hotel makes every effort to ensure that the Site and its reservation system function properly, but cannot guarantee that there will be no malfunctions. In the event of a malfunction, the Hotel undertakes to use its best efforts to (i) minimize the Site's unavailability or (ii) correct any anomalies as soon as possible.

#### ARTICLE 10: COMPLAINTS

10.1 For any complaint relating to a room reservation, or Services provided during a stay, the Hotel management may be contacted:

For WARWICK PARIS Hotel:

- by e-mail at

[info.whparis@warwickhotels.com](mailto:info.whparis@warwickhotels.com)

- by telephone on + 33 (0)1 45 63 14 11

- at the postal address of Hôtel WARWICK PARIS located at 5, rue de Berri, 75008 Paris, France.

10.2 In order to ensure the most efficient possible handling of complaints relating to the non-performance or improper performance of Services, the Customer is advised to send his complaint in writing within 15 days of the date of performance of the Service concerned.

#### ARTICLE 11: FORCE MAJEURE

11.1 Force majeure refers to any event external to the parties that is both unforeseeable and insurmountable, preventing either the Customer or the Hotel from fulfilling all or part of its obligations under the contract. Cases of force majeure or fortuitous events are those usually recognized by the jurisprudence of the French Courts and Tribunals.

11.2 Each party may not be held liable to the other party in the event of non-performance of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends, for the parties, the performance of their reciprocal obligations and that each party shall bear the costs arising therefrom.

## ARTICLE 12: ACCOUNT / PASSWORD

12.1 The Customer is solely responsible for the data communicated when creating a customer account and/or booking a Service. In addition, the Customer is responsible for the use of his account and any reservations made, both in his own name and on behalf of third parties, unless fraudulent use resulting from no fault or negligence on his part can be demonstrated. Should the Customer lose his/her login or password, he/she must immediately notify the Hotel at the e-mail address and contact details indicated in article 10.

## ARTICLE 13: PRIVACY POLICY

13.1 The Customer is informed on each personal data collection form of the mandatory or optional nature of the answers by the presence of an asterisk.

13.2 In the absence of information identified as compulsory, the Hotel may not be able to register a reservation and handle any complaints.

13.3 The information processed is intended for use by the Hotel and the online payment service provider.

13.4 In the context of pre-contractual measures for the purpose of booking or executing the hotel reservation contract, the Hotel and the online payment service provider will receive identity data, personal and professional data, economic and financial information exclusively for the purposes of hotel reservations and claims management.

13.5 The Customer authorizes the Hotel to disclose his/her personal data to the online payment service provider, provided that such disclosure is compatible with the performance of the operations incumbent upon the Hotel under these General Terms and Conditions.

13.6 In particular, in the event of online payment, the Customer's bank details must be transferred by the payment service provider to the Hotel's bank in order to execute the hotel reservation contract. However, the Customer consents to this transfer, which is necessary for the execution of the reservation. The payment service provider, in its capacity as a professional, has undertaken to the Hotel to take all measures to ensure the security and confidentiality of the data transferred.

13.7 The Customer has the right to object, free of charge, to his or her data being used for canvassing purposes, in particular commercial canvassing. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on data protection ("RGPD") , he also has a right to object on legitimate grounds, a right to query, access and rectify data.

For further details, see the "Privacy Policy" section accessible on the Site.

13.8 In accordance with article L.223-2 of the French Consumer Code, the Customer who is a consumer and does not wish to be the subject of commercial prospecting by telephone may, free of charge, register on a telephone canvassing opposition list. This list is accessible via the following website:

[www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

#### ARTICLE 14: AGREEMENT OF PROOF

14.1 Entry of the required banking information, together with acceptance of these General Terms and Conditions and the Special Terms and Conditions for the rate booked, constitutes an electronic signature which has the same value between the parties as a handwritten signature.

14.2 The computerized records kept in the Hotel's computer systems shall be kept under reasonable conditions of security and shall be considered as proof of communications, orders and payments between the parties.

14.3 The Customer is hereby informed that his/her IP address may be recorded at the time of reservation.

#### ARTICLE 15 : SETTLEMENT OF DISPUTES

15.1 The contract for the sale of services and the General Terms and Conditions are governed by French law, without prejudice to the right of Customers residing outside French territory to invoke the public policy provisions of their national law.

15.2 In the event of any dispute relating to these General Terms and Conditions or to the performance of the contract, the Customer shall contact the Hotel's management, whose contact details are stipulated in Article 10 above.

15.3 It is hereby specified that the documents forming the contractual commitments between the parties are, in descending order of priority, the reservation made (including the Special Conditions of the rate reserved) and the present General Conditions. In the event of contradiction between the reservation and the General Terms and Conditions, the provisions appearing on the acknowledgement of the reservation will be the only ones applicable to the obligation in question.

15.4 Mediation: In the event of a dispute concerning the terms of these General Terms and Conditions, and after contacting the Hotel's management at the following e-mail address

[info.whparis@warwickhotels.com](mailto:info.whparis@warwickhotels.com)

and failing a satisfactory response within sixty (60) days, the Customer may refer the matter to the Association of European Mediators (AME Conso) for a conventional mediation procedure, whose contact details are as follows:

- Postal address: AME Conso, 11 place Dauphine, 75001 Paris.

- Via its website:

<https://www.mediationconso-ame.com/>

Referral to the mediator may be made within twelve (12) months of the first complaint to the Hotel.

15.5 Finally, in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union.

This platform can be accessed at the following link:

<https://webgate.ec.europa.eu/odr/>