

# **Hotel Paradis - Hotel Policies**

## **TERMS AND CONDITIONS**

### **OF SALE**

The website accessible through the URL [www.hotelpararisparis.com](http://www.hotelpararisparis.com) ("Website") is owned and edited by SAS CARAVELLE, a simplified joint stock company with a sole shareholder with a capital of EUR 10.000. It is registered in the Paris Trade and Companies Register under number B 533 329 058. Its headquarters are located at 41 rue des petites écuries, 75010 Paris, its VAT number is FR25533329058, and with SIREN number 784 436 644.

For further information, we request that you contact us at [hotel@hotelparadisparis.com](mailto:hotel@hotelparadisparis.com).

### **1. INTRODUCTION**

1.1 The Website allow customers to reserve rooms and additional services within the Hotel Paradis by Ginto Hotels (hereinafter referred to as "Hotel").

1.2 The present General Terms and Conditions of Sale ("General Terms and Conditions of Sale") apply to the reservation of rooms and additional services within the Hotels ("Services") and are those in force on the date of your booking confirmation on the Website. These shall cancel and replace any previous General Terms and Conditions of Sale online and/or accepted by the Customer.

1.3 All reservations on the Website shall require the consultation and unreserved and unconditional acceptance of the General Terms and Conditions of Sale. We recommend that you download and/or print the General Terms and Conditions of Sale so that you can keep a copy until the day of your reservation, as these are subject to change. Nevertheless, any changes that take place after the booking confirmation shall not apply to this reservation.

1.4 The Customer's acceptance of the General Terms and Conditions of Sale, notably the financial terms, for each reservation made shall take place by proceeding with the reservation "When making this reservation, I acknowledge that I have read and accepted the Hotel Paradis by Ginto Hotels General Terms and Conditions of Sale and Privacy Policy" or any similar box proposed on the page of reservation.

1.5 The Customer acknowledges having all required information on the Website, which notably comprises of:

- the full contact details of the Hotel, which can be found under the "Legal Notice page of the Website",
- the main characteristics of the accommodation and additional services offered to customers,

- the present General Terms and Conditions, the particular Terms and Conditions applying to any offer and/or accommodation and/or additional service(s) and the Privacy Policy,
- the rates for accommodation and additional services proposed to the customers,
- the maximum number of the overnight stays that can be reserved by a Customer,
- the methods and means of payment accepted,
- the duration of the contract concluded between the customer and the Hotel.

1.6 The term “Customer(s)” refers to any physical person who places an order on the Website, as a consumer, for private or professional purposes, but unrelated to the hotel industry.

1.7 As a consumer, the Customer shall benefit from the rights called into question assuming the Services were reserved by them within the context of a professional, trade, industrial, small business or self-employed activity.

1.8 Only Customers (i) who are the age of majority (eighteen for most countries) and (ii) who have the legal ability to conclude contracts, are authorized to order Services on the Website.

1.9 The information supplied by the Websites are presented in French, as well as several foreign languages.

## 2. PURPOSE

2.1 The General Terms and Conditions of Sale define the terms and conditions applicable to the online reservation on the Service Website.

2.2 The General Terms and Conditions of Sale shall not regulate the offer, reservation or order of Services proposed by entities other than the Hotel and on other websites and/or mobile applications. We recommend that you check their general terms and conditions of sale before confirming your order of any Services on third-party websites or mobile applications. The Hotel shall not be held liable under any circumstance for the provision of Services offered by third parties.

2.3 The General Terms and Conditions of Sale apply to all stages of the Customer's reservation of Services and to the follow-up of their reservation.

## 3. RESERVATION

3.1 The Websites offer an online hotel room booking process for a maximum number of four (4) rooms per reservation, and additional services.

3.2 The accommodation offers presented on the Websites are accompanied by an information sheet comprising of:

- Where applicable, the type of commercial offer applicable (for example: "Reserve now and pay less", "Buy one breakfast, get one free", "Flexible rate", "Book the best rates guaranteed on our website" etc.),
- the related services included in the offer

3.3 The Website occasionally offer commercial promotions that are not accessible on the Website, with the exclusion of any other third-party site, notably, for example, temporary offers called "Best rates guaranteed". Where necessary, the Customer is asked to consult the particular conditions applicable to these offers, which are brought to their attention at the point of reservation. These commercial offers can be modified at any time by the Hotel, who is contractually obliged by the reservations validated by the Customer and shall not be held liable for the modification or withdrawal of a commercial offer on the Website.

3.4 The Customer shall select the Services offered on the Website. They are solely responsible for the choice of Services and their suitability to their needs, in such a way that the Hotel cannot be held responsible in this regard.

3.5 The Customer can reserve a maximum of four (4) bedrooms on the website. For all reservations of more than 4 rooms or more than 7 nights, specific cancellation conditions apply. We require a deposit of 30% of the total amount of the reservation. Please note that a total cancellation or a modification of the reservation is possible in these following conditions:

All cancellation or modification is possible up to 30 days before the arrival date. After this period, cancellation fees apply:

- Between J-30 and J-15 you can cancel 50% of the booked nights free of charge, beyond the other nights will be fully charged.
- Between J-15 and J-7 you can cancel 70% of the booked nights free of charge, beyond the other nights will be fully charged.
- 7 days before the date of arrival, you can't modify or cancel your booking, all nights will be charged.

Cancellation fees are not due if the room is taken over by another participant from the same group. You are responsible for modifying or canceling the reservation by email.

3.6 The reservation is deemed as accepted by the Customer after the reservation process.

3.7 The Customer shall certify the veracity and accuracy of the information transmitted during the reservation of Services. The Hotel reserves the right not to process any reservation made by a person who fraudulently used the Websites or who did not respect the present General Terms and Conditions

of Sale.

#### 4. RESERVATION PROCESS

4.1 Reservations are made by a Customer by means of credit or debit card on the website of reservation .

4.2 During the reservation, the Customer must provide a certain number of obligatory details. Certain personal details are required for the processing of the reservation by the Hotel, who reserves the right to refuse any reservation in the absence of these details or if they are incorrect. Furthermore, the Customer must indicate the number of people benefiting from the Services, as well as their age. All children over 4 years old shall be considered an adult in the case of an additional bed request.

4.3 The reservation procedure on the Websites shall notably comprise of the following stages:

- Step 1 : Selection of the arrival date on the home page of the website [www.hotelparadisparis.com](http://www.hotelparadisparis.com), through the Book button,
- Step 2 : Opening of a new pop up window to select the arrival and departure dates, number of adults and number of children,
- Step 3 : Opening of a secure page on the booking reservation page The Edge featuring the offers available for the Hotel on the dates selected and offering the Client the option to specify or modify any of the choices made (arrival and departure dates, number of room(s), number of persons...),
- Step 4 : View and select an offer
- Step 5 : Selection, where necessary, of one or several complimentary Services,
- Step 6 : Verification of the reservation details, total price and applicable terms and conditions and possible modification of the choices made,
- Step 7 : Customer provision of their contact details,
- Step 8 : Request of bank details in the event of a guarantee or prepayment request,
- Step 9 : Viewing and accepting the General Terms and Conditions of Sale, the Privacy Policy and, where necessary, the particular terms and conditions of sale before validation of the reservation by the Customer,
- Step 10 : Validation of the reservation by the Customer.

4.4 Please note that a pre-authorization for the amount of one euro will be taken from your payment card at the time of booking.

7 days prior to your arrival, a new pre-authorization equivalent to the amount of the first night will be taken, for all types of rate conditions (except non-refundable rates).

## 5. BOOKING CONFIRMATION

5.1 The Website shall confirm receipt of the reservation made by the Customer by sending an email including (i) the corresponding booking number, (ii) a summary of the reservation and, notably, the reserved Services, the cost of the Services, the Terms and Conditions of Sale accepted by the Customer applicable to the tariff chosen, (iii) the General Terms and Conditions of Sale, where necessary, information relating to the after-sales service, as well as the contact address to which claims can be made.

5.2 The reservation is deemed as closed and final after receipt of this booking confirmation email sent by the hotel the Customer.

5.3 The duration of the contract concluded between the Customer and the Hotel corresponds to the duration of the accommodation Service established by the reservation.

## 6. CUSTOMER RESERVATION CANCELLATION OR MODIFICATION

6.1 In application of Article L.221-28 of the Consumer Code, the Services offered on the Websites shall not permit the exercising of the right of withdrawal provided for in Articles L.121-21 et seq. of the Consumer Code regarding distance selling contracts.

6.2 The terms and conditions of sale for the reserved tariff specify the cancellation and/or booking modification terms.

6.3 Reservations with prepayments cannot be amended and/or cancelled. The amounts paid in advance shall constitute a deposit and cannot be reimbursed. This shall be stated in the terms and conditions of sale for the tariff made known to the Customer and accepted by them.

6.4 Where it is possible to cancel a reservation, a specific link "Cancel an order" is available on the Website homepage. This allows a reservation to be cancelled by entering the email address supplied during booking and the reservation number stated in the booking confirmation email.

6.5 Certain commercial offers present on the Websites comprise of particular conditions for cancellation and amendment of the reservation; these are detailed in their particular Terms and Conditions that appear in the description sheet for the offer.

6.6 Unless different particular terms and conditions exist, cancellations or modifications of a reservation is possible up to 3PM (local time) and if it is within 24 hours before the arrival time established by the

reservation. Any other cancellation that occurs less than 24 hours before the arrival time shall be subject to an overnight fee, which will automatically be debited from the Customer's credit card used at the point of reservation.

6.7 In order to amend a reservation on the Websites, the reservation made must be cancelled pursuant to the aforementioned terms and a new reservation must be made.

## 7. NON ARRIVAL AND INTERRUPTION OF STAY

7.1 Any reservation made on the Website shall expect an arrival time of 15:00 and a departure time of 12:00. The Customer must arrive at the hotel before 18:00 or warn the hotel in the event of late arrival. If the Customer arrives at the hotel after 18:00, an overnight fee shall automatically be debited from the Customer's bank card which was stated at the point of reservation, unless a prepayment was made during the reservation on the Website.

7.2 In the event of the reserved room being vacated after the required departure time (12:00), an additional night shall be invoiced to the Customer as a fee.

7.3 Any interruption to the stay before the departure date established in the reservation shall incur payment of the full agreed place

## 8. SERVICE PRICE

8.1 The Service price is indicated on the offer description sheet, during the reservation process.

8.2 Rates indicated are understood per room, for the number of stated people, according to the Hotel and period selected, and only comprise of the Services strictly mentioned in the reservation.

8.3 The price of each Service is indicated inclusive of taxes, excluding tourist tax of 5,53 euros per person and per night, and details the VAT amount applicable to the Service.

8.4 Euro is the commercial currency for the reservation; it is therefore imperative that payment is made in this currency. The prices advertised on the Website in the different currencies shall remain estimates and do not reflect the exact amount payable. This is indicated in Euros during the validation of the reservation by the Customer.

8.5 The prices mentioned on the Website are subject to change by the Hotel at any time, without prior mention or notice. Only the price stated in the booking confirmation is contractual.

8.6 Breakfast is 18€ per adult per day. Breakfast is free for children up to 5 years old, from 6 to 11 years old, the rate is 9€ per child per day, beyond that the adult rate applies.

## 9. PRICE PAYMENT

9.1 Unless different particular conditions exist, payment of the Service price is made at the Hotel at the end of the stay. In the event of prepayment, the amounts paid shall constitute deposits and cannot be refunded to the Customer.

9.2 In the event of non-arrival to the Hotel or late cancellation, this shall incur an overnight fee; the bank details of the Customer supplied at the point of reservation shall be used for the purpose of payment of the corresponding fees.

## 10. HOTEL STAY

10.1 In accordance with French regulations in force, it could be requested that the Customer completes a policy form upon their arrival at the Hotel. A form of ID shall be requested in order to verify whether the Customer is subject to this formality.

10.2 The Hotel Paradis is pet friendly! Pets up to 10 kg are welcome for an additional fee of EUR 12 per night (except for service dogs) and for a maximum of 1 pet per room. Guests are responsible for cleaning up after their pet on hotel property and in the neighborhood. Any disturbances such as barking must be curtailed to ensure other guests are not inconvenienced. Guests are responsible for all property damages and/or personal injuries resulting from their pet. Guests agree to indemnify and hold harmless the hotel, and its operator Ginto Hotel, from all liability and damage suffered as a result of the guest's pet. The hotel reserves the right to charge guest's account commensurate to the cost of such damages.

10.3 During the stay, the Customer is bound to use the room that they have rented in a reasonable fashion and with due diligence. The Hotel may request that the Customer leaves the Hotel without compensation and to pay the full fee for the Service reserved, in particular in the event of:

- behaviour contrary to good conduct and public order,
- any damage, degradation or act of vandalism caused to any movable goods or property, furniture, decoration or any other nature present in the Hotel through their fault, or that of their agents or persons of which they are in charge, during the occupation of the premises.

Furthermore, the Customer will be required to pay full reimbursement for the damages caused by their actions. The Hotel shall have full power and undertake any useful action in order to seek compensation for the loss of the damage suffered.

10.4 The hotel shall provide WiFi Internet access to their Customers in all the hotel.

The Customer is bound not to use the IT resources available for fraudulent or illegal purposes, and notably, not to undertake any act of forgery of third parties and/or illegal download of works protected by copyright or a related right, sanctioned by Article L.335-2 of the French Intellectual Property Code.

## 11. RELOCATION – FORCE MAJEURE

11.1. In the event that the reserved room is unavailable within the Hotel, the Hotel reserves the option to completely or partially accommodate the Customer in a Hotel of an equivalent or superior category offering Services of the same nature. The transfer shall be entirely at the expense of the Hotel without the Customer being requested to pay any additional fee by the Hotel.

11.2 The Hotel shall not be liable for the non-fulfilment of its obligations in the case of events relating to force majeure, for the duration of the force majeure event, and is obliged to take all reasonable efforts required to limit the effects.

11.3 For the application of the present Article, force majeure is understood as any event or act that the parties could not reasonably envisage or control at the point of the reservation due to its external nature to the parties, which is unforeseeable and uncontrollable. Likewise, the following in particular are also considered as a case of force majeure, in addition to those usually accepted by the courts and French courts: complete or partial strikes, internal or external to the Hotel, terrorism, wars or revolts, bad weather, epidemics, blocked traffic or blocked supply for whatever reason, earthquake, fire, storm, flood, water damage, breakdown of the computer system inhibiting the normal proceedings of the activity of a Party.

## 12. SANITARY REGULATION AND PROTOCOL

In accordance with the applicable sanitary legislation and regulation, the Hotel undertakes within the framework of their services, and with respect to their sanitary protocol, to comply with the various official rules and recommendations in effect.

The Hotel undertakes to use all possible means in order to preserve and ensure a sanitary security to its Clients and, more broadly, to its Partners. As a result of this obligation of means, The Hotel may only be liable in case of proven fault or negligence.

Furthermore, in the event a Client should act, directly or indirectly, voluntarily or at the instigation of a third-party, in violation of the sanitary protocol implemented by the Hotel and, more broadly, in violation of any relevant measure implemented by the hotel to comply with the applicable sanitary rules, the Hotel shall not be liable for any direct or indirect damage and / or for consequences of any nature resulting from such violation.

## 13. PERSONAL DATA

13.1 In accordance with law no. 2018 – 493 of 20 June 2018 regarding data protection and the general data protection regulation no. 2016/679 (GDPR), the Customer is informed that the information provided during the reservation is subject to processing for reservation and Customer management purposes, for invoicing and payment purposes, as well as marketing purposes.

13.2 The Customer is likewise informed that the hotels have a video surveillance system within the communal areas of the building for the safety of persons and goods.

13.3 The Customer has the right of access, rectification, portability and suppression of personal data relating to them. This can be exercised in writing to the hotel services to the following email address : hotel@hotelparadisparis.com.

13.4 The Customer may obtain information regarding how the Hotel processes personal data by consulting the Privacy Policy or by request to the following email address: hotel@hotelparadisparis.com.

13.5 By accepting these General Terms and Conditions of Sale, the Customer acknowledges and accepts that "l'Hôtel" may be required, for the proper performance of the Services, to collect his/her telephone data. In accordance with Article L. 223-2 of the French Consumer Code, and Law No. 2014-344 of March 17, 2014 on consumer affairs, the Customer has the option of registering, free of charge, on the BLOCTEL ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) telephone canvassing opposition list in order to no longer be canvassed by telephone. The Customer can register free of charge on this list at

<https://www.bloctel.gouv.fr/>

#### 14. APPLICABLE LAW- JURISDICTION

14.1 The General Terms and Conditions of Sale are governed by French law.

14.2 All claims regarding the inexecution or the bad execution of Services by a Hotel must be reported by the Customer, under penalty of foreclosure, by recorded delivery with proof of receipt, within a period of 15 days following departure of the Hotel to:

- the following postal address : Hôtel Paradis Paris, 41 rue des petites écuries, 75010 Paris.
- Adress email contact : hotel@hotelparadisparis.com.

The hotel will do its utmost to deal with this complaint and reach a resolution of the dispute that is in the interests of both parties.

14.3 Failing amicable settlement of the dispute, the Customer may refer the matter to the Consumer Mediation body and its mediator, Ms Angela Albert, at the following address: AME CONSO, sis 11 place Dauphine - 75001 PARIS. For further information on the Consumer Mediation service, the customer may consult its website:

[www.mediationconso-ame.com](http://www.mediationconso-ame.com)

14.4 Notwithstanding the foregoing, any difficulty relating to the interpretation, execution and validity of the present General Terms and Conditions of Sale are subject to the exclusive jurisdiction of the Paris courts. In the event of a complaint relating to the Services, an out-of-court dispute settlement solution is available to the Customer, who may lodge a complaint on the online dispute platform (RLL) at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

## 15. GENERAL PROVISIONS

15.1 The General Terms and Conditions of Sale are regularly modified, notably in consideration of legislative changes. The new General Terms and Conditions of Sale shall apply from the date when they are published on the Websites.

15.2 The General Terms and Conditions of Sale, including the Confidentiality Policy, the General Terms and Conditions of Use of the Website and, where necessary, the particular conditions for certain offers, constitute the entirety of the contract concluded between the Customer and THE Hotel regarding their reservation on the Websites and shall cancel any other previous General Terms and Conditions of Sale.

15.3 In the event that one of the stipulations of the present General Terms and Conditions of Sale should be declared void, either wholly or partially for any reason, the other provisions shall remain in force.