

Terms and Conditions of Sale

1. Object

These terms and conditions define the rights and obligations of the parties in the context of remote reservation of services offered by HOTEL VALERY on its Website and Mobile Services.

They govern all steps necessary for reservation and follow-up on the reservation between the contracting parties.

Any reservation implies that the customer fully accepts these conditions.

All customers attest to having the capacity to contract, that is to say being legal adults and not under conservatorship or guardianship.

The names " HOTEL VALERY " and " hotelvalery.com " and hotelvalery.fr are used throughout this text

to refer to the website www.hotelvalery.com and hotelvalery.fr and corresponding to the domain name available at

www.hotelvalery.fr and hotelvalery.com.

2. Scope

These terms and conditions of sale apply to all reservations made via the internet, either on the Website or on Mobile Services and through its partners.

3. Enforceability of the terms and conditions

The version of the terms and conditions of sale enforceable to the customer is the one in force at the time of reservation on the Website or through Mobile Services or with its partners.

4. Reservations

Reservations can be made on the website, by phone, e-mail or mail.

The reservation will only be effective if it is guaranteed by the customer, either by providing a credit card number with expiration date or paying a deposit, and after receiving a detailed reservation confirmation.

Payment of all services shall be made directly to the establishment

(exceptions made for pre-paid reservations at the time of booking).

The establishment reserves the right to refuse any reservation in the event that the card number is incorrect or the reservation incomplete.

Reservations, regardless of their origin, are payable in euros only.

The establishment accepts the following credit cards: Visa, Mastercard and American Express, and has a secure reservation system (SSL) that protects and encrypts all sensitive data transmitted upon reservation to prevent disclosure to a third party.

At the time of booking, a credit card debit authorization is required. This is for information purposes only, and will not debit the account except in the following cases:

- Promotional offer, no cancellations or reimbursements.
- If the expiration date of the credit card is before the arrival date.
- If the arrival date is more than 30 days after the reservation date.

The customer is solely responsible for their choice of services and how suitable they are for their needs, and

the establishment may not be held liable for this choice.

5. Payment

The client must present themselves to the establishment with the bank card with which they guaranteed the

reservation or made the deposit.

The establishment may ask them to show identification for the purpose of preventing credit card fraud.

Payment is debited at the establishment during the stay, except in the case of special conditions or rates where payment is debited at the time of booking (online prepayment for certain rates). This prepayment is a deposit.

In the case of a non-prepaid online rate, the establishment may ask the customer, at the time of arrival,

to pay a deposit or debit authorization on the credit card in order to guarantee expenses for services used on-site.

There are three ways to pay a deposit:

- by check payable to the establishment and sent directly to the establishment

- by credit card
- by bank transfer

In this case, the reservation is confirmed and definitive only upon receipt of the deposit by the establishment, within the time limit.

The balance is paid on-site at the establishment.

6. Right of withdrawal

The customer is reminded, in accordance with Article L. 121-21-8 12° of the Consumer Code, that they do not have the right of withdrawal provided for in Article L. 121-21 of the Consumer Code

The Sales Conditions of the reserved rate specify the terms of cancellation and/or modification of the reservation.

7. Modification of a reservation

Any change in reservation must be requested by e-mail or phone with the establishment. The request will not be official until the establishment has confirmed acceptance in writing.

In the event of a change of stay, the following conditions apply (except in cases of force majeure) :

- In case of no-show on the scheduled arrival date, your credit card will be charged the amount of the first night.
- Any stay started is fully due.

8. Cancellation of a reservation

Any cancellation of a reservation must be requested by email or phone with the establishment. The request will not be official until the establishment has confirmed acceptance in writing.

In the event of a cancellation of stay, the following conditions apply (except in cases of force majeure):

- For any request made within 24 hours of the scheduled arrival date, the cost of the first night will be charged.

- In case of no-show on the scheduled arrival date, your credit card will be charged the amount of the first night.

- Any stay started is fully due.

9. Force majeure

Force majeure is any event external to the parties that is unforeseeable, insurmountable and prevents either the customer or the establishment from fulfilling all or part of the obligations stipulated in the contract.

Events usually recognized by French Courts and Tribunals are considered force majeure or fortuitous events.

Each party shall not be liable to the other party for failure to perform any of the following obligations resulting from an event of force majeure.

It is expressly agreed that force majeure suspends, for the parties, the performance of their obligations and that each party shall bear the costs thereof.

10. Prices

Prices are listed in Euros.

VAT is always included.

The prices indicated include only the services expressly mentioned in the reservation.

Any complementary services provided by the establishment during the stay will be added at the time of invoicing, as well as the tourist tax where applicable.

The applicable prices are those in effect on the day of the reservation. The establishments, as independent professionals, are free to vary their prices at any time. Only the price indicated in the booking confirmation is binding.

11. Complaints, disputes

All complaints must be made to the establishment within 7 days following the date of stay.

In the absence of recourse to the conventional mediation procedure or to any alternative method of dispute resolution within a period of 30 days, each of the parties may refer the matter to the competent jurisdiction.

12. Liability

It is the responsibility of the establishment to take out all necessary guarantees and insurance for hosting members of the public at the establishment and conducting business.

The establishment's liability is limited to theft of property or objects when they have been entrusted to its care only.

The customer is responsible for their own possessions. The customer must inform the establishment of any damage that they cause. They are responsible for any damage caused by their intermediary and shall bear repair costs in the event of damage to the premises, (room, common areas such as swimming pool, jacuzzi, garden, lounge, sanitary facilities).

Also any disruptive behavior will lead the establishment to ask the customer to leave without any compensation and without any refund if a payment was already made. If no payment has yet been

made, the customer must pay the price of the nights used before leaving

.

The customer agrees not to invite any person whose behavior is likely to cause harm to the establishment. The establishment reserves the right to intervene if necessary. The customer

may not bring in outside drinks or food without previous authorization

by management. The customer commits to ensuring that participants and their guests respect all the rules and regulations

of the establishment (in particular the smoking ban). The client

shall ensure that participants do not disrupt operations or compromise

the safety of the establishment and the people in it.

Unless otherwise expressly agreed, the client must leave their room before 11:00 a.m. on the last day of the

reservation. Otherwise, they will be charged an additional night.

HOTEL VALERY does not allow pets.

HOTEL VALERY offers free WIFI access allowing guests to

connect to the internet. The customer agrees that the computer resources made available

by the establishment shall not be used in any way for the purposes of reproduction,

representation, provision or communication to the public of works or objects

protected by copyright or by a related right, such as texts, images, photographs,

musical works, audiovisual works, software and video games, without the authorization of the holders

of the rights provided for in books I and II of the intellectual property code when this authorization is required. If the customer does not comply with the above obligations, they risk a counterfeiting offence (Article L.335-3 of the intellectual property code), punishable by a fine of 300,000 euros and three years imprisonment. The customer is also required to comply with the security policy of the establishment's internet service provider, including the rules of use of the means of security implemented in order to prevent unlawful use of computer resources and prevent from any act undermining the effectiveness of these means.

The photographs on the Website and Mobile Services of the establishment or those of its partners are for information purposes only. Although every effort is made to ensure that the photographs, graphics and texts reproduced to illustrate the establishments give as accurate an idea as possible of the accommodation services offered, variations may occur, in particular due to changes in furniture or renovations.

The establishment shall not be held responsible for non-execution or poor execution of the reservation in the case of force majeure, due to a third party, unforeseeable and insurmountable, or due to the customer, in particular unavailability of the internet network, impossibility

of access to the Website, external intrusion, data-processing viruses or in the event of prepayment not

authorized by the bank of the card holder.

13. Displacement

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 establishment reserves the right to accommodate the customer

totally or partially at an establishment of equivalent category, for services of the same nature and subject to the prior agreement of the customer.

The possible extra cost of the room, transportation between the two establishments and a phone call remain the responsibility of the establishment.

14. Mediation

The decree of October 30, 2015 on the mediation of consumer issues, which transposes into French law Directive 2013/11/EU of May 21, 2013 on the out-of-court settlement of consumer disputes, and Order No. 2015-1033 of August 20, 2015 on the out-of-court settlement of consumer issues, specify the conditions of application of Article L152-1 of the Consumer Code, which requires professionals in all sectors of consumption to offer a mediation procedure in the event of a dispute with their customers. According to the law, the outcome of mediation must occur within 90 days. We invite you to make requests exclusively by e-mail in order to date your mail and keep a personal archive.

Internal mediation

For all issues that have not been resolved, we invite you to contact the Internal Mediation service, which is committed to providing you with a response within 30 days. In case of dissatisfaction, you are informed of the possibility of recourse to an external mediator of your choice.

External mediation

You will find on the governmental website all the official informations concerning mediation: <http://www.economie.gouv.fr/mediation-conso>

We invite you to visit the Medicys website: <https://www.mieist.bercy.gouv.fr>

If you are a member of the FEVAD or if you want to consult them or join them : <http://www.mediateurfevad.fr>

The DGCCRF website: <https://www.economie.gouv.fr/dgccrf>

You can also consult the options provided by the European Commission:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

We bring to your attention the existence of the European authority that makes binding decisions on disputes concerning cross-border processing activities, thus ensuring a uniform application of EU rules and avoiding different answers being given for the same case in different jurisdictions:

https://edpb.europa.eu/edpb_fr

15. Applicable law

The present conditions of sale are subject to French and European laws.