

GENERAL TERMS AND CONDITIONS OF SALE

THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL BOOKINGS MADE AT HÔTEL ROSALIE BY AN INDIVIDUAL CUSTOMER.

1. Preamble

1. These terms and conditions aim to define the terms and conditions under which Hôtel Rosalie provides its customers (hereinafter referred to as "the Client(s)") with the services, notably reservations, available.

- Via the website: <https://www.hotel-rosalie.com>
 - This website presents Hôtel Rosalie and allows for room bookings.
- By phone through our reception at +33 (0)1 43 36 62 00.
- On-site at Hôtel Rosalie's reception.
- Via email at the addresses: bonjour@hotel-rosalie.com, reservation@hotel-rosalie.com, bienvenue@hotel-rosalie.com.
- Through agencies selected by Hôtel Rosalie.

2. Any booking made through the website <https://www.hotel-rosalie.com> implies full acceptance without reservation of these general terms and the specific sales conditions mentioned in the rate description selected at the time of booking. Before validating the booking, the Client must confirm by checking the box that they have read and accepted these terms and conditions of sale as well as the specific sales conditions. No booking is possible without this confirmation. For other booking methods, the Client will receive the general terms of sale with the booking confirmation. Confirmation of the booking signifies full acceptance of these terms and conditions without reservation.

3. The Client can save and print these terms using their browser or computer's standard features.

4. The website provides the following information:

- Legal notice identifying Hôtel Rosalie, its company name, VAT identification number, email address, and contact details.
- Essential characteristics of accommodations and optional services offered.
- All prices, including taxes.
- Payment terms.
- Sales conditions for the reserved rate.
- Duration and validity of offers and their prices.

5. The Client, prior to making the reservation, declares that this reservation is made for personal needs. The Client, by virtue of their status as a consumer, holds specific rights, which would be challenged in the event that the Services reserved are not intended for personal purposes.

6. All the information provided on the website <https://www.hotel-rosalie.com/> is presented in French as well as in other foreign languages.

7. The Client declares that they have full legal capacity to commit to these general terms and conditions. Any reservation made by a minor (under 18 years of age) will only be considered by Hôtel Rosalie after obtaining a signed waiver from the minor's legal guardians who made the reservation, as well as from any accompanying minors. Hôtel Rosalie reserves the right to request all necessary documentation to verify the authenticity of the waiver's signature.

2. Definitions

For the purposes of the following, the terms below will have the following meanings:

- "Reservation Summary": A digital document that summarizes the characteristics of the Services selected by the Client on the website <https://www.hotel-rosalie.com/>. This document precedes the Client's acceptance of these General Terms and Conditions of Sale and the entry of the Client's banking information for the purpose of a prepayment or guarantee.
- "Reservation Confirmation": A digital document sent to the Client to acknowledge the acceptance of their reservation, summarizing the characteristics of the Services reserved by the Client on the website https://www.hotel-rosalie.com.
- "Client": An individual acting exclusively for their personal needs.
- "Terms of Sale for the Reserved Rate": The price applied on the date selected by the Client for a room category with or without the breakfast option, along with its payment conditions, conditions for changing reservation dates or reserved Services, and cancellation policies.
- "Reservation Request": A request made by the Client to reserve rooms, products, and Services at Hôtel Rosalie.
- "Hôtel Rosalie": Refers to the hotel establishment where the Client makes their reservation.
- "Partners": Refers to any service provider that has entered into a service provision contract or partnership agreement with Hôtel Rosalie.
- "Service": The reservation of rooms, products, and Services at Hôtel Rosalie made by the Client.
- "Site": Refers to the website <https://www.hotel-rosalie.com>.

"Service": The reservation of rooms, products, and Services at Hôtel Rosalie made by the Client.

3. Subject

1. These general terms and conditions define the rights and obligations of the Client and the operating company for all types of reservations (including remote reservations) and Services offered by Hôtel Rosalie.

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

3. The Client acknowledges having read these general terms and conditions of sale and the Terms of Sale for the Reserved Rate and accepts them.

4. Modifications

Hôtel Rosalie reserves the right to modify or supplement all or part of these general terms and conditions of sale at any time. In this case, the new version of the general terms will be available on the Site with its effective date. It is advisable for the Client to

regularly consult the general terms and conditions of sale to be aware of any potential modifications. In any event, the Client will only be bound by the version of the general terms in effect at the time the Client makes their reservation for the Service.

Hôtel Rosalie is not responsible for any damages of any kind that may result from these changes and/or a temporary unavailability or permanent closure of all or part of the Site or the Services associated with it, such as the online booking area, the private area, or the unavailability of the reservation center.

5. Reservation

1. The Client selects Services from those offered by Hôtel Rosalie according to their needs.

2. The Client declares that they have received all the necessary information from Hôtel Rosalie to make their choice and proceed with their reservation.

3. The Client acknowledges having understood the nature, price, destination, and booking conditions of the available Services and has requested and obtained the necessary and/or additional information, particularly the Terms of Sale for the Reserved Rate, to make their reservation with full knowledge of the facts.

4. The Client may individually reserve a maximum of six (6) rooms per reservation on the Site. For any reservation of a greater number of rooms, the Client can request a call from the reception of Hôtel Rosalie by sending an email to bonjour@hotel-rosalie.com.

5. The Client is solely responsible for their choice of Services and their suitability for their needs, so that the responsibility of Hôtel Rosalie cannot be sought in this regard.

6. The reservation is considered accepted by the Client at the end of the reservation process.

7. Each reservation is personal and cannot, under any circumstances, be transferred to a third party, whether for free or for a fee. Any reservation made for another person must be made in the name of the third party who will be staying.

6. Reservation Process

1. The reservation made by the Client is done directly online on the Site or through the reception of Hôtel Rosalie. – N° +33 (0)1.43.36.62.00

2. The reservation request is confirmed as soon as the Client receives the Reservation Confirmation sent by Hôtel Rosalie.

3. The Client agrees, prior to any reservation, to complete the mandatory information required for creating the reservation file.

4. The Client certifies the integrity and accuracy of the information provided.

5. The reservation procedure includes, in particular, the following steps:

- Step 1 - Search for stay dates, choose the room, and select the Terms of Sale for the Reserved Rate.
- Step 2 - Select, if applicable, one or more additional services offered.

- Step 3 - Presentation of the reservation summary, including the total price, Terms of Sale for the Reserved Rate, which includes payment conditions and cancellation policies, necessary modifications to the selected services (date, room, rate, additional services), and information regarding the tourist tax.
- Step 4 - The Client registers their contact details.
- Step 5 - General Terms and Conditions of Sale:

On the Site, the Client confirms by checking the box that they have read and accept these General Terms and Conditions and the Terms of Sale for the Reserved Rate before finalizing their reservation; no reservation is possible without this agreement. For any other mode of reservation, the Client receives the general terms and conditions of sale along with the confirmation of their reservation. The reservation confirmation implies acceptance of these terms of sale and full, unconditional acceptance of their provisions.

- Step 6 - Entering the credit card numbers in case of a guarantee or prepayment request.
- Step 7 - Confirmation and validation of the reservation and payment by the Client. Entering the banking information indicates the Client's acceptance and serves to bind them contractually to Hôtel Rosalie.
- Step 8 - The Client receives an email confirming their reservation. This email summarizes the reservation date, the Services reserved, the total prices including applicable taxes, the Terms of Sale for the Reserved Rate (including cancellation conditions) accepted by the Client, the general terms and conditions of sale, and the address of Hôtel Rosalie.

If the confirmation email is not received within 24 hours following the Reservation, it is the Client's responsibility to contact the reception of Hôtel Rosalie to verify the information provided and ensure that the reservation has been recorded.

7. Cancellation or Modification by the Client

1. The Client is reminded, in accordance with Article L. 221-28-12 of the Consumer Code, that they do not have the right of withdrawal provided for in Article L. 221-18 of the Consumer Code.

2. The Terms of Sale for the Reserved Rate accepted by the Client specify the conditions for cancellation and/or modification of the reservation. Reservations with prepayment for a non-refundable and non-cancellable rate cannot be modified and/or cancelled.

3. The interruption of stay, in the case of a reservation with prepayment for a non-refundable and non-cancellable rate, does not entitle the Client to any refund.

4. When the Terms of Sale for the Reserved Rate permit it:

- Cancellation of a reservation made through the Site can be done directly through the reception of Hôtel Rosalie.
- The modification of the reservation can be made directly with Hôtel Rosalie, whose contact details are provided in the confirmation email received by the Client.
- In the event of a "no show," meaning a reservation that was not cancelled but for which the Client did not arrive at Hôtel Rosalie on the scheduled arrival date, and provided that the reservation was guaranteed by credit card or prepaid, Hôtel Rosalie will charge, as compensation, the amount for one reserved night or will not refund the amount paid as a prepayment. If

multiple nights were reserved, the cancellation conditions will apply in accordance with the Terms of Sale for the Reserved Rate.

8. Cancellation by the Hotel

In the event that it is impossible to provide the reserved room to the Client, or in the case of exceptional events or force majeure, Hôtel Rosalie may offer the Client an alternative accommodation solution or, failing that, a full refund of the amount paid to Hôtel Rosalie for the stay. The proposed alternative accommodation will be in a hotel of at least equivalent category, or if it is of a lower category, a room of a higher level than that originally reserved, for services of the same nature. Any additional costs associated with this relocation, for services of the same nature, will be covered by Hôtel Rosalie. In the case of a relocation procedure, the Client may also request the cancellation of their reservation, which will then result in an immediate refund.

9. Stay at Hôtel Rosalie

1. All persons staying at the establishment must present a valid form of identification at check-in. If not, Hôtel Rosalie may refuse to rent a room to them and/or cancel the reservation made without the possibility of a refund, in accordance with the Terms of Sale for the Reserved Rate.

Foreign guests, including accompanying individuals and adolescents over 15 years old, must complete an "individual police form." Children under 15 years may be included on the form of an accompanying adult. The information contained in these forms is governed by the Code of Entry and Stay of Foreigners and the Right of Asylum, Article R.611-42.

The Client may not bring third parties into the room without first obtaining the express permission of Hôtel Rosalie, which reserves the right to conduct any necessary checks.

2. We gladly welcome cats and dogs, provided they do not exceed 10 kg and are kept on a leash in all common areas of the establishment. It is specified that Hôtel Rosalie may refuse to accommodate any pet or other animal that poses a security risk to other occupants, with the assessment of this risk left to the discretion of Hôtel Rosalie. For hygiene reasons, pets are not allowed in dining areas (this provision does not apply to guide dogs or assistance animals). To ensure everyone's peace and quiet, pets should not be left alone and unattended.

An additional fee per pet may be charged; we encourage you to refer to the Hotel information on the Site for details on acceptance conditions.

3. The Client agrees and commits to using the room and the common areas provided to them in a reasonable manner. Any behavior contrary to safety and/or hygiene principles, good morals, and/or public order may result in Hôtel Rosalie asking the Client to leave the establishment, without refund.

4. Any damage caused by the Client or by individuals for whom the Client is responsible in the room or in the various spaces occupied during their stay must be reported to the reception of the Hotel or to the person in charge and may be directly charged to the Client at the cost of the repair.

For safety reasons and to respect everyone, smoking is strictly prohibited within the Hotel premises. In accordance with the Public Health Code, which sets forth the conditions for enforcing the smoking ban in areas designated for collective use, smoking in the Hotel exposes the Client to a fine as provided for third-class offenses or to legal action.

Penalties equal to a maximum of the price of the reserved room may be applied if the Client does not comply with the posted no-smoking policy in their room.

5. Unless expressly stated otherwise, the Client must vacate the room by 12:00 PM on the day of the end of the reservation. If not, an additional night's charge will be applied.

6. In the context of a health crisis or any other exceptional circumstance, if restrictive access measures or prohibitions on the operation of certain public spaces are imposed by the Government or any other competent authority, the Client is informed that Hôtel Rosalie may not make certain services other than accommodation (such as access to the restaurant) available or may provide these services only partially, without Hôtel Rosalie being held liable. Hôtel Rosalie will make every effort to inform the Client of this information on the Site and/or through any other means as soon as possible. The Client will not be entitled to any refund of the price paid or to any discount.

10. Responsibility

1. The photographs displayed on the Site are not contractual. Although every effort is made to ensure that the photographs, graphical representations, and texts used to illustrate Hôtel Rosalie provide as accurate an overview as possible of the accommodation services offered, variations may occur, particularly due to changes in furniture or possible renovations. The Client cannot make any claims based on this.

2. In accordance with the laws and regulations governing intellectual property rights, the use and/or reproduction of all or part of the elements comprising the offers of Hôtel Rosalie presented on the Site are strictly prohibited, as is any reproduction of the decor and/or distinctive elements of Hôtel Rosalie.

To respect the privacy and the right to image of other guests at Hôtel Rosalie, the Client is prohibited from photographing them within the Hotel or its premises and/or publishing photographs taken under such conditions.

3. Hôtel Rosalie shall not be held liable for any direct or indirect damages resulting from the actions of a third party, the Client, or the partners of Hôtel Rosalie.

4. Hyperlinks may redirect to other sites outside of the Hôtel Rosalie website, for which it disclaims all responsibility regarding the content of these sites and the services offered. Hôtel Rosalie has implemented measures to protect and secure its information system against malicious acts; however, connecting to the Site and making a reservation requires the Client to be aware of and accept the characteristics and limitations of the Internet, including the lack of protection for certain data against possible misuse or hacking and the risk of contamination by potential viruses circulating on the network. Hôtel Rosalie disclaims all responsibility in the event of improper use or incidents related to the use of the computer or any device used to access the Internet, maintenance issues or malfunctions of the website or any other technical connection, and sending information to an incorrect address.

5. Any reservation or payment that is irregular, ineffective, incomplete, or fraudulent due to a reason attributable to the Client will result in the cancellation of the order at the Client's expense, without prejudice to any civil or criminal action against the Client.

6. Hôtel Rosalie reserves the right to refuse entry to or expel, without reimbursement, clients whose attire is indecent, whose clothing is intended to conceal the face (Law No.

2010-1192 of October 11, 2010), clients exhibiting loud, improper, or intoxicated behavior, or clients whose conduct is contrary to hygiene, good morals, and public order. Appropriate attire is required in the hotel's restaurants and public spaces. The Client is expected to be courteous and respectful towards the hotel's staff. Failure to do so, including any verbal or physical violence, racist behavior or remarks, or any form of harassment, may result in expulsion without reimbursement.

11. Prices

1. The prices related to the reservation of services are communicated before and during the reservation.

2. The prices communicated are per room for the selected number of person(s) and date(s). Unless stated otherwise, additional services (breakfast, half-board, full-board, etc.) are not included in the price. Upon confirmation of the Client's reservation, the total amount of the reserved services will be indicated.

The prices take into account the VAT applicable on the day of the reservation, and any changes in the applicable VAT rate will be automatically reflected in the prices indicated on the invoice date.

3. The prices are confirmed to the Client all taxes included (TTC), in the hotel's commercial currency (Euro). The communicated prices are only valid for a limited time. All reservations are payable in the hotel's local currency.

4. If a rate requires payment to be made at Hôtel Rosalie in a currency other than the one confirmed on the reservation, the currency exchange fees (conversion and bank charges) are the responsibility of the Client. It should be noted that if there is a conversion of the currency confirmed on the reservation into another currency, it is provided for informational purposes only and is not contractual, particularly considering the possible fluctuations in exchange rates between the date of reservation and the date of stay at the establishment.

5. The tourist tax and any other taxes specific to the municipalities indicated for each rate must be paid directly on-site at Hôtel Rosalie, except in the case of an online prepayment where this amount may be included.

6. Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices indicated on the date of billing. Indeed, rates may be increased by various taxes depending on the cities/countries. These taxes will be communicated to the Client at the time of booking if they are known to the Hôtel at that time. The Client agrees to pay the various taxes without any dispute to Hôtel Rosalie.

12. Payment

1. The Client provides their payment details either (i) to prepay the reservation before the stay, or (ii) as a guarantee for the reservation in case of a "no show." When it comes to a credit card, the required information includes: the card number, without spaces between the digits, the expiration date (it is specified that the credit card used must be valid at the time of the stay), and the visual cryptogram in the context of a prepayment. Hôtels Rosalie has chosen **Oracle Opera Cloud** to secure online credit card prepayments. The Client's payment card is subject to security checks (transaction limit checks, card country checks, IP address country checks, etc.) by the designated partner

and may be declined for several reasons: stolen or blocked card, exceeded limit, input error, etc. In case of a problem, the Client must contact their bank on one hand, and the Establishment or any other entity on the other hand, to confirm their Service reservation and payment method.

The available and communicated online payment methods may include Visa and Mastercard, American Express, etc. This list is subject to change.

2. The payment is charged by Hôtel Rosalie during the stay, except in cases of special conditions or rates where the payment is charged at the time of reservation (prepayment for certain rates).

3. For a reservation at the establishment exceeding 3000 euros, the client will be systematically asked to make their payment via bank transfer. Payment by bank transfer may also be requested for lower amounts or at the client's express request.

4. In the case of payment at the Hôtel Rosalie, the establishment may accept different means of payment, but the client must present the bank card used to guarantee the reservation or make the prepayment to verify the identity of the client. The Hôtel Rosalie may also ask for an identification document for the purpose of preventing credit card fraud.

Any cash payment cannot exceed 1,000 euros. If the client's tax residence is abroad, the cash payment cannot exceed 15,000 euros.

If the client has not prepaid for their stay, the establishment will request a security deposit or authorization to charge the credit card upon arrival to secure the stay corresponding to the total amount of the reserved nights plus a flat fee of 100 euros per person per day for extras. This same guarantee will be required from invited third parties.

If the client has prepaid their stay, the establishment may request a flat fee per person per day to cover extras.

For distance sales made by phone, the client is informed that they will need to sign the merchant receipt upon arrival at the Hôtel Rosalie.

5. At the time of prepayment, the amount charged at the time of booking includes: the price of accommodation, taxes related to accommodation, the cost of meals if breakfast is selected, taxes related to meals, and any other additional services chosen by the client, excluding the local tourist tax and/or any other tax that may be due due to the client's stay at the hotel.

13. Personal Data

1. Your personal data requested as part of your reservation, namely your title, last name, first name, postal address, phone number with country code, email address, payment card details (number, card type, cardholder name, expiration date, and security code if provided), as well as any data communicated or generated by your browsing, are considered confidential data.

2. They are accessible only to our company and to our subcontractor responsible for managing our "reservations" pages and are intended for processing your reservations and stays; provided that you have consented by checking the corresponding box, to send you our newsletter, respond to your requests, or communicate commercial offers. They are retained for the duration necessary for the commercial relationship established between the Client and Hôtel Rosalie.

3. Certain information requested in the forms is mandatory and is indicated by an asterisk. If you choose not to provide this information, we will not be able to process your request.

4. In accordance with the "Informatique et Libertés" law of January 6, 1978, as amended, you have the right to access, rectify, delete, and request a limitation on the processing of your personal data.

You also have the right to object to the processing of your data for legitimate reasons and the right to object to the processing of your data for commercial prospecting purposes, as well as the right to give us directives regarding the fate of your data after your death.

To learn more about how your data is processed and all your rights regarding your personal data, please consult our privacy policy: <https://www.hotel-rosalie.com/politique-confidentialite>.

To exercise these rights, please contact the Hotel Management, either by mail at 8 bis Avenue de la Sœur Rosalie, 75013 – France, or by email at bonjour@hotel-rosalie.com.

5. When the processing of your data involves a transfer outside the European Union, these transfers are carried out in exchange for appropriate guarantees. When the sharing of this information involves a transfer to the United States, such transfer is carried out based on Privacy Shield certification or on the basis of the European Union's standard contractual clauses. In particular, during online payment, the Client's bank details must be transmitted by the payment service provider to the Hotel's bank for the execution of the hotel reservation contract. The Client consents to this transfer for the execution of their contract.

14. Information on the BLOCTEL System

As provided for in Article L.223-2 of the Consumer Code: The customer has the right to register on the opposition list for telemarketing available via the following link: <https://www.bloctel.gouv.fr/>

15. Proof Agreement

1. The entry of the required banking information, as well as the acceptance of these general terms and conditions and the confirmation or request for reservation, constitutes acceptance of the hotel contract between the parties, having the same value as a handwritten signature.

2. The computerized records kept in the information systems of Hôtel Rosalie will be maintained under reasonable security conditions and will be considered as evidence of communications, orders, and payments made between the parties.

16. Force majeure

The Hotel Rosalie cannot be held liable to the Client in the event of non-fulfillment of its obligations resulting from a force majeure event.

Likewise, the Client cannot be held liable to the Hotel Rosalie in the event of non-fulfillment of their obligations resulting from a force majeure event.

Events that are considered as force majeure or fortuitous events are those usually recognized by French courts.

17. Applicable Law

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

18. Entirety

1. The present General Terms and Conditions of Sale, the terms of sale for the rate reserved by the Client, and the booking confirmation represent the entirety of the obligations between the parties
2. No general or specific terms communicated by the Client may be incorporated into these General Terms and Conditions.
3. The documents constituting the contractual commitments between the parties are, in decreasing order of priority, the booking form or reservation request (including the specific conditions of the reserved rate) validated by the Client, and these general terms and conditions.
4. In the event of a conflict between the booking confirmation and these general terms and conditions, the provisions in the booking confirmation will be the only ones applicable to the obligation in question.

19. Mediation

1. The Client is informed by Hôtel Rosalie of the possibility, in case of a dispute related to these general terms and conditions, to resort to a conventional mediation procedure or any other alternative dispute resolution method, under the conditions provided in Title I of Book VI of the French Consumer Code.
2. After contacting customer service or the hotel to attempt to resolve the dispute amicably, and in the event of a negative response or no response within sixty (60) days from the date of contact, the Client may refer the matter to the Tourism and Travel Mediator if they wish to contest the hotelier's decision. The Client can address their complaint to Médiation Tourisme et Voyage, BP 80303, 75823 Paris Cedex 17 – info@mtv.travel – www.mtv.travel. The Mediator can be contacted within twelve (12) months after the initial complaint.
3. Hotel Rosalie also informs the client of the existence of a European Online Dispute Resolution (ODR) platform, which they can use. The client can access it via the following link: <http://ec.europa.eu/consumers/odr/>.
4. All disputes arising from purchase and sale operations concluded under these General Terms and Conditions (GTC) that have not been resolved amicably between the seller or through mediation will be submitted to the competent courts under the conditions of common law.

General Terms and Conditions of Sale updated on 19/06/2024.