



GRAND HÔTEL DU GOLFE

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**GENERAL CONDITIONS OF SALE ACCOMMODATION, SEMINAR AND LEISURE ACTIVITIES EXTERNAL PROVIDERS****ARTICLE 1: GENERAL PROVISIONS**

These conditions of sale are concluded on the one hand by the SARL HOTEL DU GOLFE, whose registered office is located Route de Collioure 66700 Argeles sur mer, registered in the trade and companies register of Perpignan under the number RCS 704 201 318 ci - after referred to as "Grand Hôtel du Golfe" and on the other hand, by any tourism professional or individual represented by a natural or legal person, hereinafter referred to as "the buyer", wishing to place an order or reservation, for a "customer" or for himself, a service of accommodation, catering, seminar and related activities. Consequently, the fact of reserving or proceeding to an order implies the full and unreserved adherence of the buyer and the customer to these T&Cs, to the exclusion of all other documents such as prospectuses, catalogs, website. No particular condition can, except formal and written acceptance of the Grand Hôtel du Golfe, prevail against the C.G.V. The fact that Grand Hôtel du Golfe does not avail itself, at this given time, of any of these T&Cs cannot be interpreted as a waiver to subsequently avail itself of any of the said conditions.

**ARTICLE 2: CAPACITY**

The customer acknowledges having the capacity to contract, that is to say to have the legal majority, the legal capacity of commitment of his company and not to be under curatorship or under guardianship.

**ARTICLE 3: BOOKING TERMS**

Any event taking place at the "Grand Hôtel du Golfe" will be subject to an estimate. This estimate lists the various services, the number of people, the dates and the services to be provided.

**ARTICLE 4: DEPOSITS**

In order to make the reservation firm, upon signing the quote, the Customer undertakes to pay a deposit of 30% of the total amount including tax of the services reserved.

Upon receipt of the deposit, the hotel's commitment to respect the conditions and the description of the elements appearing in the estimate will be established. In the absence of payment of a deposit, the integrity of the reserved services may not be maintained: reservation of rooms, meeting spaces, catering and equipment.



## **ARTICLE 5: CANCELLATION OR MODIFICATION CONDITIONS**

### **A) Total cancellation**

The change of date of the event is considered as a total cancellation and gives rise to the application of the cancellation conditions specified below. Is also a cancellation, the non-payment of the contractual installments. In the event of non-compliance with the payment deadlines, the Hotel will have the option of requiring the Customer to pay the balance of the event immediately, the Customer's payment must reach the hotel within 8 days from the date of the Hotel's written request. In the absence of payment within this period, the event will be considered canceled by the Customer and the Hotel may claim damages for the damage suffered.

In the event of total cancellation, the Hotel will retain as a penalty or invoice the Customer as indicated below:

90 days or more before arrival No cancellation fees

Between 89 days and 45 days before arrival The deposit will be retained

Between 44 days and 30 days before arrival 50% of the event will be charged

Between 29 days and 15 days before arrival 80% of the event will be charged

Between 14 days and arrival 100% of the event will be charged

### **B) Partial cancellation**

A partial cancellation corresponds to a reduction in the amount of the contract whatever the origin: reduction in the duration of the event, the number of people and/or the services ordered.

In the event of partial cancellation, the cancellation costs incurred by the customer are as follows:

90 days or more before arrival No cancellation fees

Between 89 days and 45 days before arrival Possibility to cancel free of charge up to 20% of the amount including tax of the event

Less than 14 days before arrival 100% of the canceled amounts will be invoiced



### C) Covid cancellation

In the event of cancellation due to a new confinement established by the French state, we will keep the deposit and offer you a credit note valid for 18 months to be used at the Grand Hôtel du Golfe. However, if you were unable to use this credit during the 18-month period, we recommend that you ask us in writing for the reimbursement of your deposit, while respecting the general cancellation conditions. Upon receipt of your request, we will reimburse them after this period if the general conditions allow it.

### D) Changes

Any request to modify a reservation must be made to the Grand Hôtel du Golfe in writing to [contact@grandhoteldugolfe.com](mailto:contact@grandhoteldugolfe.com). The reservation modification is firm and final only after receipt of confirmation by the Grand Hôtel du Golfe.

## **ARTICLE 6: SERVICES AND BILLING**

The hotel is required to provide the services ordered and defined with the customer. Supplements to the services provided must be paid by their beneficiaries before leaving the premises; failing this, they will be obligatorily taken in charge by the company or the organization having approved the contract. The prices indicated on the contract at the time of signature will not be subject to any modification until the end of the event.

### A) Availability of rooms and rooming list:

The rooms are made available from 2:00 p.m. on the day of arrival and must be vacated by 10:00 a.m. on the day of departure. In order to establish the rooming-list in an optimal way, the list of participants and the status of the rooms (double, double twin or single) must reach the hotel no later than 10 days before the date of arrival of the participants.

### B) Dislodgement:

In the event of an exceptional event or technical or organizational problems in the hotel making the customer's stay impossible, the hotel will make every effort to find alternative accommodation, if possible in a hotel of the same category or of a higher category. Relocation costs (surcharge) will be borne by the hotel.



C) Catering:

Catering services will be invoiced on the basis of the number of people confirmed in writing to the seminar service at least 10 clear days before the date of the event. When the number of participants is greater than that announced, invoicing will be based on the actual effective number of participants.

D) Seminar room rental:

Meeting spaces will be made available to participants. These spaces will be defined with the client when studying the specifications. In the event of a significant reduction in staff compared to the terms of the reservation, the provision of spaces may be adapted according to the new staff.

E) Treatment service and access to the Spa:

Beneficiaries of the service undertake to inform the spa staff in the event of the beneficiary's health problems (circulatory or cardiac disorders, allergies, asthma, current treatment, etc.) or pregnancy (certain treatments may not be recommended). It is essential to bring a swimsuit for all services in the Spa area. In case of delay, the duration of the treatment will be reduced by the time equivalent to the delay. Any cancellation must be made no later than 24 hours in advance under penalty of loss of the service. The treatment times indicated are estimates.

**ARTICLE 7: TERMS OF PAYMENT**

Payment for services (deposit deducted) will be made directly to the hotel. The Hotel accepts bank cards, cash, bank transfers and holiday vouchers. The Hotel does not accept bank checks.

**ARTICLE 8: INTERMEDIATION AND RELATED COMMISSIONING**

In the case of the intervention of intermediary service providers (other than the Grand Hôtel du Golfe company) for the performance of a global service, the intermediation commission is set at 10% of the service invoiced by the partner under linking and globalization of the service. The customer undertakes to respect the service provider's general conditions of sale which will be attached to this contract and the Grand Hôtel du Golfe cannot be held responsible for events related to the outsourced service.

In the event of a dispute on this point, the subcontractor service provider would be responsible for any recourse by the client concerning the performance of its service. The hotel is exonerated from any responsibility in the partial or total non-execution of the contract resulting from a fortuitous event, due to a third party or an act of force majeure such as, for example: total or partial strikes, lockouts, floods, fires, attacks, or other disasters and prohibitions.



#### **ARTICLE 9: SUPPLY OF FOOD AND DRINKS**

It is in principle forbidden for the organizer to bring food and drink. Only a written agreement made with the hotel's seminar service allows you to derogate from this rule. In this case, a flat rate is invoiced to cover general costs.

#### **ARTICLE 10: IT AND FREEDOMS AND GDPR**

In application of the law 78-17, known as data processing and freedoms, the customers are informed that their reservation is the subject of a computerized nominative treatment.

Users have a right to access and rectify the data entered, which is exercised at the company's head office. The customer agrees to be part of the hotel's customer file. It is specified that this information is not communicated to third parties.

In accordance with Articles 13 and 14 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 and Article 32 of the "Informatique et Libertés" law of January 6, 1978 amended in 2004, you are informed that:

- Your reservation is subject to computerized nominative processing. The purpose of the processing of this data is to be able to contact you and to personalize our telephone or email exchanges and to provide you with the required service. Your data will not be communicated to commercial third parties.
- This data will be kept for 10 years from the last legal act in order to maintain a commercial link, if you wish to limit the duration of this collection, please inform our DPO at the address [cdanoy@grandhoteldugolfe.com](mailto:cdanoy@grandhoteldugolfe.com).
- You have the right to access, rectify or erase your personal data, which you can request from us by email (contact) or by post to the company's head office.
- You have the right to request a limitation of the processing of your personal data.
- You have the right to oppose the processing of your personal data and the right to the portability of your data. In the case of recourse to a limitation of processing of your data, if said limitation were to contravene our regulatory obligations vis-à-vis the institutions, we would be forced to limit or refuse the performance of the service.
- You can withdraw your consent to the processing of your personal data at any time by writing to us by email or post.
- You can lodge a complaint with the CNIL (CNIL website: [www.cnil.fr](http://www.cnil.fr)) if you believe that the protection of your personal data has not been ensured in the context of the processing of your file.



### **ARTICLE 11: COMPLAINTS**

Any complaint must be sent by registered mail A/R to Grand Hôtel du Golfe, Route de Collioure, 66700 Argeles sur mer, no later than 15 days after the date of departure. After this period, no complaint can be taken into account.

### **ARTICLE 12: INSURANCE – RESPONSIBILITIES**

The hotel declines all responsibility in the event of theft, loss or damage to items belonging to customers during their stay. The customer will be held responsible for any damage, any degradation, any act of vandalism which could occur because of the occupation of the premises and/or because of the participants and/or the staff for whom he is responsible, both movable, decorative and real estate belonging or not to the hotel.

### **ARTICLE 13: RECOMMENDATIONS**

The customer undertakes not to invite any person whose behavior is likely to harm the establishment, the hotelier reserving the right to intervene if necessary.

### **ARTICLE 14: ATTRIBUTION OF JURISDICTION**

Any disputes that cannot be settled amicably will fall under the EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF Perpignan, regardless of the seat or residence of the Customer, notwithstanding multiple defendants or warranty claims. This jurisdiction clause will not apply in the event of a dispute with a non-professional Customer for which the legal rules of material and geographical jurisdiction will apply. This clause is stipulated in the interest of SARL Grand Hôtel du Golfe, which reserves the right to waive it if it sees fit.

CLIENT' S SIGNATURE

SARL Grand Hôtel du Golfe, 3638 Route de Collioure, 66700 Argeles-sur-mer

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