

TERMS AND CONDITIONS OF SALE

- HOTEL



Last updated April 2021

These terms and conditions of sale (hereinafter referred to as the “**T&Cs**”) apply without restriction or reservation to all purchases or bookings made with LA COQUILLADE, a limited liability company with head offices located at the Hameau de la Coquillade in GARGAS (84400), the inter-community VAT number of which is FR 68493453310, registered with the Avignon Registry of Trade and Commerce under number 493 453 310 (hereinafter referred to as the “**Hotel**”), for stays in hotel bedrooms at the La Coquillade estate and any additional services offered by the Hotel (hereinafter referred to as the “**Services**”) booked by consumer clients and travel agencies (hereinafter referred to as the “**Client(s)**”).

These T&Cs are systematically shared with all Clients prior to the conclusion of contracts for the provision of Services. They govern all the steps necessary to making and managing bookings between the contracting parties.

Before making their bookings, Clients acknowledge they have understood and accepted:

- These T&Cs, and
- The Hotel’s privacy and data protection policy, available on the Website at the following address: <https://coquillade.fr/fr/politique-de-confidentialite.html>

These T&Cs may be changed at a later date. The version applicable to a Client’s purchase is the version in force on the day on which their booking is confirmed. The Hotel reserves the right to change the opening and closing times for its Services.

The primary features of its Services are outlined on the Hotel’s website, available at the following address: <https://coquillade.fr/fr/> (hereinafter referred to as the “**Website**”).

The Hotel’s contact details are as follows:

- info@coquillade.fr
- +33(0)4 90 74 71 71

Bookings

Clients may book Services by phone or by email using the Hotel contact details given above, or via the Hotel’s Website.

The Hotel reserves the right to cancel or deny bookings made by Clients with whom disputes concerning payment for a previous booking exist.

For telephone and email bookings, the Client is sent a follow-up recap email confirming the Services booked and serving as the contract between the parties.

If the Client books via the Website, they select the Services they wish to book in line with the following process:

1. Selecting their room type and rate,
2. Selecting any add-on services where applicable,
3. Checking and confirming the details of their booking, the total amount payable for the booking, the pricing terms,
4. Providing their contact details,
5. Inputting their bank card details in the event of a pre-payment, deposit, or down payment taken by the hotel,
6. Reading and accepting the Hotel’s T&Cs and privacy and data protection policy (by ticking the two relevant boxes), and the pricing terms selected prior to confirming their booking,
7. Confirming their booking: Clients may check the details of their booking and the total price, and correct any potential errors before confirming their booking by double-clicking. Consequently, the Client is responsible for ensuring their booking is correct, and immediately flagging up any errors;

8. Booking confirmation email: The sale of the Services shall only be considered definitive once the Hotel has sent the Client confirmation that their booking has been accepted by email, and once the Hotel has received all payable deposits in full.

By making a booking, the Client acknowledges that they have understood the nature, purpose, and means of booking the Services offered by the Hotel, and have requested and received all information necessary to making their booking in full knowledge of the facts. They are solely responsible for choosing the Services they wish to book and ensuring these meet their needs. The Hotel cannot be held liable in this regard.

By making a booking, the Client certifies the truthfulness and accuracy of the information shared.

All bookings for Services made on the Hotel’s Website constitute a contract concluded by distance between the Client and the Hotel.

Check-in

In compliance with the regulations in force, non-French Clients may be required to complete a police form upon arriving at the Hotel. The Client’s proof of identity will be requested in order to proceed with this step.

Bedrooms

It is customary for Clients to be given access to their bedrooms from 4:00pm on, and to check out before noon. In the event of late arrival, please let us know ahead of time.

Any unauthorised late check-outs between noon and 3:00pm shall be invoiced an extra €150. Check-outs after 3:00pm shall be invoiced as an extra night.

All our bedrooms are non-smoking. Should a bedroom smell of smoke following your departure, you shall be billed for an extra night without prior notice.

Keys that are lost or not returned upon check-out shall be invoiced at €25 each.

Pricing

Room prices vary depending on booking dates and availability for the room category the Client requires.

Prices are given in Euros per room and per night, all taxes included. The Client is informed of the tourist tax payable prior to booking.

Relocation

In the event of exceptional circumstances or cases of force majeure, as provided for under Article 1218 of the French Civil Code, that fully or partially prevent the Hotel from providing the Client with their booked room, the Hotel reserves the right to cancel all or part of the booking and Services, or to offer full or partial alternative accommodation to the Client, with the latter’s agreement, in a hotel of equivalent status, and for Services of the same kind.

It is expressly agreed that cases of force majeure, for the purposes of these T&Cs, include circumstances that prevent the Hotel from fulfilling its obligations, notably (yet non-exhaustively) the following events: pandemics, strikes, flooding, water or electricity supply failure, fire, acts of terrorism, riots, essential maintenance operations, data hosting or Internet breakdowns or failures, restrictions imposed by administrative or judicial authorities, or cases of force majeure affecting any other service provider linked to the provision of the Services.

Bookings and payment methods

Bookings for Services are only deemed effective when guaranteed by the Client, either upon providing their bank card number complete with expiry date, or by payment of a deposit, and following receipt of a booking confirmation email from the Hotel. Payment for all Services is to be made directly to the Hotel (with any deposit paid upon booking deducted from the total amount).

The Hotel reserves the right to refuse all bookings for which bank card numbers are incorrect, or for which bookings are incomplete.

Pre-approval: The Hotel reserves the right to run credit checks by pre-approving the Client's credit card on the first night, to be cancelled on the day the Client checks out of the Hotel. Where applicable, this pre-approval process is explained to Clients in detail on the day they check in at the Hotel.

Online bookings with partner websites: for bookings made via our partners' websites, cancellations must be made on these same websites. The applicable cancellation terms and conditions are those applied by the partner in question, and may differ from those applied by the Hotel.

Depending on the Services booked and booking method used, payment for Services is made in full or in part on the day of booking, in compliance with the payment terms and conditions shared with the Client prior to confirming their booking. Where applicable, the balance is payable on the day the Client checks in at the Hotel. Payments may be made by bank card, bank transfer, or cash (provided the total amount does not exceed 3,000 Euros).

Bank cards accepted: Eurocard – Mastercard – Visa – American Express – CUP – JCB.

Terms and conditions for amending and cancelling stays, excluding special offers and promotional deals

In accordance with Article L. 121-21-8 12 of the French Consumer Code, Clients are reminded that they are not entitled to the right to retract their booking as provided for under Article L. 121-21 of said Consumer Code.

The T&Cs of sale for the booked rate specify the process to be followed to cancel and/or amend a booking.

Terms and conditions of booking: 50% deposit for the total stay (bank card or bank transfer). Should the Hotel be forced to cancel for reasons other than cases of force majeure as defined under these T&Cs' section on "Relocation", Clients are entitled to compensation equal to double the deposit paid.

Terms and conditions for amendments to bookings: All requests to amend the Services booked must be made in writing (fax, email or letter) to the Hotel. Should no written acceptance of this be made by the Hotel within eight days of receipt of the request, the contract is considered to remain in force, in line with the terms and conditions set upon booking the Services.

Double and twin rooms are intended to sleep two adults. Should the number of guests effectively staying at the Hotel be greater than the number of guests stated by the Client upon booking the Services, the Hotel may allocate you a different category of room as soon as you arrive. In this case, add-on fees remain payable by you (with cots billed at €15 per night and extra guests billed at €35 each per night), and a new rate shall be applied based on the new room(s).

Terms and conditions for cancellations made by the Client: all cancellations made by the Client must be confirmed in writing (fax,

letter, or email).

- When booked Services are cancelled before 3:00pm seven days prior to the Client checking in at the Hotel, deposits are refunded in full.
- When booked Services are cancelled after 3:00pm seven days or less prior to the Client checking in at the Hotel or in the event of a no-show, 100% of the stay remains payable by the Client (meaning an additional 50% of the stay is billed).

These terms and conditions for amending and cancelling stays do not apply when Clients book certain promotional offers.

No stay booked prior to a potential promotional offer going live is refundable, whether in part or in full.

Pets

Subject to conditions, the Hotel accepts well-trained dogs exclusively in some bedrooms and with the Hotel's prior approval. These conditions are that the dogs be kept on leads at all times across the estate, and for health and safety reasons, are not accepted around the swimming-pools and inside the spa (with the exception of guide dogs). If their dog is left alone in a bedroom, the Client is responsible for informing the Hotel of the fact to ensure Housekeeping staff are able to work in safety.

An additional fee of €25 per day and per pet applies. In the event of any damage, the Client shall be billed for the amount required for repairs.

Liability, theft, and damage

The Hotel cannot be held responsible for theft, loss, or damage to Clients' luggage or personal belongings left in the Hotel's common areas, bedrooms, bedroom terraces, restaurants, lounge, swimming-pools, spa, or in a car parked in the Hotel's carpark during their stay, or in any other part of the Hotel.

Clients are responsible for any destruction, damage, or act of vandalism that may occur as a result of them occupying the premises and/or caused by visitors and/or staff they are responsible for. This applies to furniture, furnishings, décor, and assets belonging to the Hotel or another party. Consequently, the Hotel therefore reserves the right to ask the Client to leave the establishment's premises with no compensation or refund for their stay due, and to pay compensation for the damage caused by them.

Any missing equipment, any damage, and any mini bar goods consumed and not flagged upon check-out shall be billed without prior notification.

Disturbance

Hotel rooms are places of rest. The Client accepts and undertakes to use their bedroom in a reasonable manner. Consequently, any behaviour that runs contrary to common decency and law and order shall result in the Hotel issuing the Client with a verbal request to cease the behaviour in question. Should the Client continue with this behaviour, the Hotel reserves the right to request that they leave the establishment with no compensation or payment due (even when payment has already been made), and to demand they pay damages and interest in compensation for the damage and disturbance caused.

Disputes

Complaints must be sent by registered letter with proof of receipt to the Hotel no later than 30 days following check-out. Beyond this date, no complaints will be considered.

For professional Clients

IN THE EVENT OF DISPUTES THAT ARISE CONCERNING THE INTERPRETATION OR EXECUTION OF THESE T&CS, THE DISPUTE

SHALL BE REFERRED TO THE AVIGNON COMMERCIAL COURT.

For consumer Clients

Consumer Clients are informed that they may appeal to the
Consumer Ombudsman at the following address:

- www.mtv.travel

Consumer Clients are also informed of the existence of the
European Online Dispute Resolution (ODR) platform.

Should mediation fail to resolve the dispute, the first party to take
action

may refer the matter to the competent courts

ersonal data

In accordance with the European Parliament and Council's General Data Protection Regulation (EU) 2016/679 (GDPR) dated 27 April 2016 and the French Data Protection Act n°78-17 dated 6 January 1978 modified by Act n°2018-493 dated 20 June 2018 concerning the protection of individuals with regard to the processing of personal data, Clients' data is processed by the Hotel, with the latter serving as data controller.

The Hotel's privacy and data protection policy is accessible on the Website at the following address:

<https://coquillade.fr/fr/politique-de-confidentialite.html>

This policy contains all information pertaining to the personal data collected, the legal basis for processing this personal data, how the data is collected, where the data is transferred, how long the data is stored, the means employed to protect the data, and guidelines for managing the Website's cookies.

Clients are reminded that all individuals whose personal data is collected have the right to oppose, access, rectify and delete data concerning them. All Clients may exercise these rights online at any time by sending an email to the Marketing department at the following address: "marketing@coquillade.fr", or by sending a letter to "Direction LA COQUILLADE - Hameau de la Coquillade, GARGAS (84400), FRANCE".

In the event of complaints, Clients whose data has been processed can submit a complaint to the CNIL, France's Data Protection Authority.