



## TERMS OF SALES

The general conditions of sale form, an integral part of the contract of sale, and its global acceptance is obligatory before the conclusion of any sale.

### PREAMBLE

The company KAIKOURA, SAS with a capital of 15 000 €, registered in the Register of Commerce and Companies of Béziers under the number SIRET 418 890 233 00018, code NAF 5510Z, whose office is located 6 rue du Docteur Privat in Lamalou-les -Bains (34240).

The commercial name is : Hôtel des Thermes

### I – GENERAL CONDITIONS OF SALE

#### 1-1 - General Information

These General Terms and Conditions apply to sales transactions concluded by the hotel with non-travel professionals. Depending on the number of products sold, special conditions may apply : Group Sales Conditions, Seminars, Banquet, Company.

#### 1-2 - Capacity

All clients acknowledge that they have the capacity to contract, that is to say they have the legal majority and are not under curatorship or guardianship.

The reservation request entails adherence to these conditions of sale and the full and unreserved acceptance of their provisions.

#### 1-3 - Price Display

Prices are quoted in Euros. VAT is always included. The prices quoted include only the services strictly mentioned in the reservation.

At the price mentioned in the booking, the additional services or personal expenses (extra) provided by the hotel during the stay and, if applicable, the visitor's tax will be added at the check out.

The prices mentioned on the site are subject to change without notice and only the price indicated in the booking confirmation is contractual.

#### 1-4 - Terms of payment

The establishment accepts credit card Visa, Eurocard & Mastercard cards.

Checks and cash are accepted. Payment in cash can not exceed 1 000 euros for the entire stay.

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At the time of prepayment, the amount that is charged at the time of booking includes: the price of the accommodation, the taxes related to the accommodation, the price of the restaurant if breakfast is chosen, taxes related to the restaurant and All other additional services selected by the client excluding tourist tax.

Payment can be made at the time of booking.

There may be a refusal of the payment card for several reasons: stolen card, blocked card, ceiling reached, mistake of entry ... In case of problem, the client will have to approach his bank on the one hand, from the hotel On the other hand to confirm his booking and his method of payment.

In accordance with article L132-2 of the Monetary and Financial Code, the commitment to pay given by means of a payment card is irrevocable. By communicating the information relating to his / her credit card, the Customer authorizes the Hôtel des Thermes to debit his credit card from the amount corresponding to his reservation. To this end, the Client confirms that he is the holder of the credit card to debit and that the name on the credit card is actually his.

### **1-5 - Force Majeure**

Force majeure means any external event to parties that are both unpredictable and insurmountable, which prevents either the customer or the hotel from fulfilling all or part of the obligations provided for in the contract. This is particularly so in the case of insurrection, riots, prohibitions issued by governmental or public authorities.

It is expressly agreed that force majeure suspends the fulfillment of the reciprocal obligations of the parties and that each party bears the burden of the resulting costs.

Clients shall bear in particular only the additional costs which may be incurred to allow the continuation of the stay, following the occurrence of a case of force majeure.

### **1-6 - Complaints**

All complaints must be written to the hotel within 15 days further the date of your stay. Any dispute, complaint or dispute concerning the terms of reservation of a stay or a hotel room are subject to French law.

### **1-7 - General rules for hotels**

The check in starts from 3:30 pm and the room must be vacant before 11 am the checkout day.

A double or twin room is available to accommodate: 2 adults and possibly 1 child under 12 years old and / or a baby.

Full board includes breakfast and two meals a day.

Half board includes breakfast and one meal a day.

Drinks are not included.

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It is up to each customer to inquire before taking their order about possible local events such as carnivals, religious festivals, national holidays that could affect the smooth running of the stay. No claim of this fact can be addressed later.

All our rooms are non-smoking. The hotel reserves the right to claim the amount of one night's stay for an additional cleaning fee to the guest who smokes in his room. If the client wishes to continue smoking inside or outside the designated areas, he / she will be asked to leave the hotel.

### **1-8 - Data protection and freedom**

Pursuant to Law L.78-17 of January 6, 1978, the customer is informed that the information of nominative nature communicated is the subject of a computerized treatment, unless expressly opposed by him.

The information requested at the time of booking is essential for the proper processing of your request. This information is for the sole recipient of the hotel concerned by the reservation request.

### **1-9 - Responsibility**

The photographs presented on the site are not contractual. Although every effort is made to ensure that the photographs, graphic representations and texts reproduced to illustrate the Hôtel des Thermes provide an accurate picture of the accommodation offered, variations may occur. The customer can not claim any claim of this fact.

The Hotel des Thermes can not be held responsible for the non-fulfillment or the bad execution of the booking in case of force majeure, fact of the third party, made of the customer or made of its partners, such as unavailability of the Internet network, Inability to access the website, outside intrusion, computer viruses or in case of prepayment not authorized by the bank of the bearer.

The Hotel des Thermes shall not be liable for any indirect damage resulting from the present, in particular loss of use, third party, customer or partners.

Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for a reason attributable to the customer will lead to the cancellation of the order at the expense of the client, without prejudice to any civil or criminal action against the latter.

### **1-10 - Stay at the hotel**

Pursuant to the regulations in force in some countries, the client may be asked to fill out a policy card upon arrival at the hotel. To do this, the client will be asked to present an identity document in order to check whether the client needs to complete the police record.

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The guest accepts and agrees to use the room as a family man. Any behavior contrary to good morals and public order will cause the hotelier to ask the customer to leave the establishment without any compensation and without any refund if a settlement has already been made.

The Hotel des Thermes offers free WIFI access and a computer in the lounge for guests to connect to the internet.

The customer agrees that the computer resources made available by the hotel are in no way used for purposes of reproduction, representation, provision or communication to the public of works or objects protected by copyright or related rights, such as text, images, photographs, musical works, audiovisual works, software and video games, without the permission of the rights holders set out in Books I and II of the Code of intellectual property when this authorization is required.

If the customer does not comply with the aforementioned obligations, he may be accused of an offense of infringement (Article L.335-3 of the Code of Intellectual Property), 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 hotel's internet service provider, including the rules for the use of security measures implemented to prevent the illegal use of resources. and to refrain from any act undermining the effectiveness of these means.

### **1-11 cookies**

This website uses cookies. These are files containing an identifier sent from a web server to the web browser and then stored on the users computer. They can be used to facilitate the access and follow the course of the user during his navigation on the site.

When viewing the site, the user may also receive cookies from third parties, including Google Analytics. This solution allows us to analyze the use of the site and to generate statistics of consultation. Google's privacy policy is available at <https://policies.google.com/?hl=en>  
It is possible to accept or refuse cookies. The settings for managing cookies depend on your browser. The information relating to the management of cookies for the main browsers is accessible at the addresses below :

- **Internet Explorer** : <https://support.microsoft.com/fr-fr/products/windows?os=windows-10>
- **Chrome** : <https://support.microsoft.com/fr-fr/products/windows?os=windows-10>
- **Safari** : <https://support.apple.com/fr-fr/HT201265>
- **Firefox** : <https://support.mozilla.org/fr/fr/kb/activer-desactiver-cookies-preferences?redirectlocale=fr&redirectslug=activer-desactiver-cookies>
- **Opéra** : <http://help.opera.com/Windows/10.20/fr/cookies.html>

### **Hôtel des Thermes \*\*\***

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E-mail : [reception@hoteldesthermes-lamalou.fr](mailto:reception@hoteldesthermes-lamalou.fr) - <http://www.hoteldesthermes-lamalou.fr>  
KAIKOURA SAS - Siret : 482 890 233 00018 - Code APE 5510 Z - TVA FR58 482890233



## II - POPULAR CONDITIONS

Small pets are accepted with an extra of 7 € per day. Only guide dogs and assistance dogs are allowed in the restaurant.

### **2-1 - Booking**

All confirmation of reservation must be accompanied by a deposit and will be the subject of a written confirmation from us as soon as the deposit is received. This corresponds to a commitment on both sides in terms of dates and price.

The deposit can be paid by check, bank transfer or credit card.

In the case of a stay spa or golf, expected to be a deposit of 30% of the total stay for booking.

### **2-2 - Cancellation**

In the event of cancellation, the deposit will be forfeited (article 1590 of the French Civil Code) and will not be refunded for any reason.

Depending on your insurance contract, remote payment of the deposit by credit card can allow you to open a file of refund (terms to be specified with your bank or your insurance).

In case of change of dates of stay 3 months before the arrival date, the deposit will be carried over the next stay.

In the case of early departure of the hotel during the stay due to force majeure, minor or personal convenience, the rate applied will no longer be the flat rate agreed but will be revised according to the stay actually made, with a minimum perceived at least equal to Down payment.

In addition, a cancellation fee may be charged, up to the entire initial sales contract.

#### **2-2-1 - No show out excluding spa treatment**

In case of no show (reservation not canceled, customer not present) of a reservation guaranteed by credit card, the hotel will charge the guest as a lump sum the amount of the first night on the credit card given in Guarantee of reservation and any additional nights of the reservation, will be canceled without charge unless special conditions at the time of the sale.

No show with prepayment and non-cancellable and non-refundable booking conditions will not be refunded.

#### **2-3 - Booking through the website excluding spa treatment**

The hotel's website allows hotel reservations in the event of a stay.

Any booking by the site involves the consultation and full and unconditional acceptance of the general conditions and conditions of sale of the reserved rate.

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The customer chooses the services presented on the site on the day of the reservation. The customer is solely responsible for his choice of service on the website.

#### **2-4 - Rates**

We have three rates available on our site. For any reservation made on our website, we will ask for your credit card number and expiration date as a guarantee.

➤ **Flexible rate**

To guarantee your reservation, we ask for your credit card number. No payment is due in advance, payment will be made at arrival. You can cancel or change your reservation without charge until 6pm the day of arrival. Otherwise, the hotel will charge the first night at the TTC rate.

➤ **Cancellable and modifiable under conditions rate**

To guarantee your reservation, we ask for your credit card number. No payment is due in advance, payment will be made at arrival. You can cancel or change your reservation without charge until 48 hours before the day of arrival. Otherwise, the hotel will charge the first night at the TTC rate. The amount of the first night can be taken within 48 hours before arrival.

➤ **Not cancellable and not modifiable rate**

The credit card is required upon booking and will be charged immediately for the total amount of the stay as booked, excluding city tax. No refund in case of early departure, cancellation or no-show. No changes are allowed once the reservation is confirmed.

Our site may have to make promotional offers for which no cancellation or modification is possible. Pursuant to Article L121-20-4 of the Consumer Code, the right of withdrawal provided for in Article L121-20 is not applicable. These offers are tariff offers for which no cumulation, no cancellation, no modification and no refunds are possible.

#### **2-5 - Business evening**

The credit card is required upon booking and can be charged immediately for the total amount of the stay as reserved, excluding tourist taxes. No refund in case of early departure or no-show. You can cancel or change your reservation without charge until 48 hours before arrival. Beyond that, the hotel charges the first night at the inclusive rate.

#### **2-6 - Short stay (relaxation)**

The reservation at the Hotel des Thermes for a short stay is a minimum of four consecutive nights.

#### **2-6a-Deposit deposit upon reservation**

Any booking confirmation must be accompanied by a deposit and will be confirmed in writing by us upon receipt of the deposit. This mail is worth commitment on both sides in terms of dates and rates.

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The deposit can be paid by check, bank transfer or credit card.

In the case of a short stay sold by the hotelier, the deposit is calculated per person according to the total cost of the hotel service with a total amount of 30% maximum.

### **2-6b - Cancellation**

In the event of cancellation the deposit paid will be acquired (Article 1590 of the Civil Code) and can not be the subject of any refund whatever the reason of the cancellation.

Depending on your insurance contract, remote payment of the deposit by credit card can allow you to open a refund file (terms to specify with your bank or your insurance).

In case of modification of dates of stay 15 days before the date of arrival, the deposit will be postponed on the next stay. In case of changes less than 15 days before the arrival date, a one-night booking fee will apply.

In case of early departure of the hotel during the stay due to force majeure, minor or personal convenience, the rate applied will no longer be the flat rate granted but will be revised according to the actual stay, with a minimum perceived at least equal to deposit paid.

In addition, a cancellation fee may be charged, the latter may go up to the entire initial sales contract.

## **III - RESERVATION BY THE WEB SITE FOR A SPA TREATMENT**

### **3-1 Reservation**

The hotel's website allows hotel reservations in the case of a stay for a spa treatment.

Any booking by the site involves the consultation and full and unconditional acceptance of the general conditions and conditions of sale of the reserved rate.

The customer chooses the services presented on the site on the day of the reservation. The customer is solely responsible for his choice of service on the website.

### **3-2 Deposit of deposit at the reservation**

Any confirmation of reservation must be accompanied by a deposit and will be the subject of a written confirmation from us as soon as the deposit is received. This corresponds to a commitment on both sides in terms of dates and rates.

The deposit can be paid by check, bank transfer or bank card.

In the case of a curist stay sold by the hotelier, the deposit is calculated per person according to the total cost of the hotel service with a total amount of 30% maximum.

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### **3-3 - Cancellation**

In the event of cancellation, the deposit will be retained (article 1590 of the Civil Code) and will not be refunded for any reason.

Depending on your insurance contract, the payment of the deposit by remote card can allow you to open a file of refund (terms to be specified with your bank or your insurance).

In case of change of dates of stay 15 days before the arrival date, the deposit will be carried over the next stay. If changes are made within 15 days of the arrival date, an overnight booking fee will be applied.

In case of early departure of the hotel during the stay due to force majeure, minor or personal convenience, the rate applied will no longer be the flat rate agreed but will be revised according to the stay actually made, with a minimum perceived at least Equal to Down payment.

In addition, a cancellation fee may be charged, up to the entire initial sales contract.

### **3-4 - Regulations**

An interim invoice will be presented to you during the stay with request for a deposit.

The invoice of the balance of the stay, minus the deposit paid and the deposit, will have to be paid at the time of your departure.

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