

# General Terms and Conditions of Sale

## PREAMBLE

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The purpose of the present General Terms and Conditions of Sale (hereinafter, the “GTCS”) is to set the respective obligations of Belambra City and the client in their contractual relations relating to the sale of Stays (hereinafter “the client(s)”). The fact that Belambra City does not take advantage of one or more of the provisions of the GTCS cannot be considered as a waiver. Any booking implies the unreserved application by the client of the GTCS and his full and complete adherence to the GTCS which prevail over any other document, except with the prior written derogatory agreement of Belambra City. These general terms and conditions apply to all clients. Changes to these GTCS may be made, in the future, by Belambra City.

## 1. BOOKINGS AND PAYMENTS

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The components of the services provided during our stays are determined on the pages of our site. Tourist information is given as general information. Belambra City however expressly reserves the right to make changes to the information on the website.

### Article 1 Bookings

- 1-1 Bookings can be made by phone, but must be confirmed by email, mail or fax, or via the site.
- 1-2 When the stay is confirmed, the order is considered binding upon receipt of the 1st deposit, or the order form, or a credit card guarantee.

### Article 2 Deposits

Deposits depend on the time between the reservation and the day of arrival

- 2-1 For a stay of less than 6 nights the deposit is the amount of the first night.
- 2-2 For a stay of more than 6 nights the deposit is 20% of the total amount of the stay.
- 2-3 For a long stay of over 30 nights the deposit amounts to 25% of the 1st month.
- 2-4 For groups and seminars, whatever the length of stay, the deposit will be 25% of the total amount upon reservation, and the balance is to be paid upon departure, or upon receipt of the invoice.

### Article 3 Regulations

- 3-1 The cost of the stay must be paid on site or upon receipt of the invoice.
- 3-2 For long stays, payment is made at the end of each month.
- 3-3 Method of payment : by check payable to Belambra City, by accepted payment card or by bank transfer.

## 2. RATES

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Discounts - Promotional operations.

If you are the recipient of a discount for a promotional operation, you must use it as soon as you make your reservation. Once the confirmation or invoice has been sent, the Client will no longer be able to claim any discount.

Furthermore, discounts or promotional operations cannot be combined with one another, unless such a combination is expressly mentioned.

Any shortened stay or service not consumed (included in the packages, mentioned in the invoice or purchased on site) cannot be reimbursed if we have not been informed beforehand.

Our rates are expressed excluding taxes and all taxes included (excluding tourist tax), including in particular VAT at the rate applicable on the day of the reservation. Our rates all taxes included are subject to change in the event of an increase in the tax rates to which our stays are subject.

### **3. TOURIST TAXES**

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The tourist tax, collected on behalf of the municipalities, is not included in our rates. It is to be paid upon arrival.

### **4. INTERNAL RULES**

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Internal rules are posted in each accommodation. We urge you to read and respect these rules. In the event that the Client causes bodily injury or material damage, his civil liability may be sought with a view to compensation. It is strictly forbidden to smoke in the entire building, which is non-smoking.

### **5. RESPONSIBILITY**

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Belambra City is responsible for the proper performance of all obligations arising from the contract. However, Belambra City will be exempt from all or part of its responsibility in cases where the non-performance or poor performance of the contract is attributable either to the buyer, or to the unforeseeable and insurmountable influence by a third party foreign to the provision of the services provided for in the contract or to a case of force majeure as defined in article 1218 of the French Code civil.

### **6. MODIFICATION OF THE STAY BY THE CLIENT**

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A rate reclassification may be carried out, depending on the new length of stay. For stays of which the arrival date is postponed within D-3, 50% of the amount of the first night will be withheld.

### **7. CANCELLATION OR POSTPONEMENT BY THE CLIENT**

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**Belambra City will reimburse the sums paid (excluding the amount still withheld by Belambra City by way of insurance), after deduction of the sums withheld as cancellation penalties as follows :**

#### **Individual guests**

- 7-1 Total cancellation of a stay of less than 6 nights within D-3 : amount of the 1st night withheld.
- 7-2 Total cancellation of a stay of less than 6 nights within D-7 : amount of the 1st deposit withheld.
- 7-3 Partial cancellation : subject to rate reclassification

#### **Groups and seminars**

- 7-4 Total cancellation of a stay : amount of the deposit withheld
- 7-5 Partial cancellation : within D+30 rate reclassification if justified,  
from D-30 to D-15 withholding of 25% of cancelled services,  
from D-14 to D-8 withholding of 80% of cancelled services,  
on D-7 withholding of 100% of cancelled services,
- 7-6 Postponement of the stay : amount of the deposit withheld.

In the event of a cancellation by the client for an event constituting force majeure, as defined in article 1218 of the French Code civil, only a refund of the sums paid will occur, without application of the aforementioned cancellation penalties.

### **8. MODIFICATION OR CANCELLATION BY BELAMBRA CITY**

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#### **8.1 Cancellation by Belambra City**

In the event of cancellation by Belambra City, without a proposal for an equivalent substitute solution, you will obtain immediate reimbursement of all the sums paid and will receive as compensation an

amount equal to the penalty that you would have incurred if the cancellation had been made by you on that date. In the event of a cancellation by Belambra City for an event constituting force majeure, as defined in article 1218 of the Civil Code, only a refund of the sums paid will occur, without application of any other form of compensation

## **8.2 Modification by Belambra City**

When, before departure, compliance with one of the essential elements of the trip or stay is made impossible as a result of an unforeseeable and insurmountable event, of a third party foreign to the provision of the services provided for in the contract or of a case of force majeure, we will inform you immediately. You will then have the option of either cancelling the trip and / or the stay or accepting the modification that we propose to you. You will then have to inform us of your choice within 72 hours (the cancellation will entail the immediate reimbursement of all the sums paid while the acceptance will only give rise to a reimbursement of any sums overpaid, if applicable). It is specified that the application of this hypothesis (8.2) will not give rise to the payment of any compensation equal to the penalty that you would have incurred if the cancellation had been made by you.

## **9. DELIVERY OF THE KEYS**

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You can collect your keys from 4 p.m. on the day of your arrival. The keys must be returned before 11 a.m. on the day of your departure.

## **10. FOR YOUR PETS**

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Animals are accepted in our establishment, for a small supplement which varies according to the length of stay.

## **11. PROTECTION OF PERSONAL DATA**

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As part of the booking of your stay, in particular by completing the online form on our website or directly with our services, the personal data that are recorded are those that you agree to voluntarily provide to Belambra City which is therefore the recipient. Belambra City will only use the personal data collected for the following purposes:

- To allow the execution of your reservation;
- To provide you with access to the website;
- To inform you of all our commercial offers and special promotions or other operations such as participating in contests or subscribing to a newsletter;
- To carry out anonymous studies and research in order to improve the website or the quality of service on the telephone platform.

Belambra City shall only use personal data for the aforementioned purposes and these data will be reserved for strictly internal use by Belambra City. As a result, Belambra City undertakes, without your express prior consent, not to disclose, sell, rent, or trade information that you will have provided to third parties or to any external organization whatsoever for the purpose of its use. The personal data collected by Belambra City with your consent will not be retained longer than necessary for the accomplishment of the aforementioned processing purposes. This retention period may not in any case exceed 6 years.

In accordance with the Act n°78-17 of 6 January 1978 on data processing, data files and individual liberties as well as European Regulation 2016/679 on Data Protection, we inform you of your right to access, rectification, erasure, limitation, portability, objection and complaint concerning the processing of your personal data. You can exercise these rights by contacting the Belambra “Data Protection Officer” directly at:

- the following email address : [delegueprotectiondesdonnees@belambra.fr](mailto:delegueprotectiondesdonnees@belambra.fr)

- or by mail to the following address : Belambra City - 63, Avenue du général Leclerc in Bourg-la-Reine (92340), for the attention of the Data Protection Officer.

Likewise, you can ask not to receive our offers by writing to the aforementioned address or by clicking on the unsubscribe link at the bottom of each of our emails.

In addition, by application of the provisions of article L.223-2 of the French Consumer Code, Belambra City informs you of the right you have to register on the Bloctel list refusing telephone canvassing.

## **12. COMPLAINTS**

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Any complaint after your stay may be addressed to us by sending a letter to our postal address or by sending an email to the following address: Src.Dc@belambra.fr within one month after the end of your stay. Please mention your reservation number.

We inform you that if you have submitted a complaint to our Customer Service, but our response has not been satisfactory to you, you can contact the *Association des Médiateurs Européens*, whose contact details are as follows : 11, Place Dauphine - 75001 PARIS. Finally, you will find the terms of its referral on the following site : [www.mediationconso-ame.com](http://www.mediationconso-ame.com).

## **13. APPLICABLE LAW - JURISDICTION**

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All sales concluded with consumers domiciled in France and abroad are governed by French law. Any dispute will be settled by the French courts.

Belambra City, société à responsabilité limitée with a capital of 300,000 euros - Registered office : 63, Avenue du Général Leclerc in Bourg-la-Reine (92340) - Registered in the French Trade and Companies Register of Nanterre under the number 508 680 006.