



ROYAL HAINAUT SPA & RESORT HOTEL
VALENCIENNES

TERMS AND CONDITIONS OF SALE



February 2024

These general terms and conditions of sale apply to all reservations made at the Royal Hainaut Spa & Resort Hotel by an individual client.

Preamble

1. These general conditions aim to define the terms and conditions under which the Royal Hainaut Spa & Resort Hotel allows its clients (hereinafter "the Client or Clients") to benefit from all available services, including reservations.

- On the website www.royalhainaut.com

SARL Royal Hainaut operates the reservation site for the Royal Hainaut Spa & Resort Hotel, www.royalhainaut.com. This website allows the reservation of rooms at the Royal Hainaut Spa & Resort Hotel.

- By phone through our reservation service accessible at +33 (0)3 27 34 98 40
- By phone at the hotel reception.
- On-site at the hotel reception.
- Through Partners.

2. Any reservation made through the website www.royalhainaut.com implies the consultation and full and unconditional acceptance of these general conditions, as well as the sales conditions of the reserved rate expressly mentioned in the description of the selected rate at the time of booking.

The Client must confirm by checking the box that they have read and accepted these general conditions and the sales conditions of the reserved rate before finally validating their reservation; no reservation is possible without this agreement.

For any other reservation method, the Client receives the general sales conditions via a link on their reservation confirmation. The reservation confirmation implies adherence to these sales conditions and full and unconditional acceptance of their provisions.

3. The Client has the ability to save and edit these general conditions using the standard features of their browser or computer.

4. The following information is available on the website :

- The legal notice allowing precise identification of the Royal Hainaut Spa & Resort Hotel and indicating its legal name, registered office, individual VAT identification number,
- Email address and phone contacts to get in touch with the Royal Hainaut Spa & Resort Hotel,
- The essential characteristics of the accommodations offered by the Royal Hainaut Spa & Resort Hotel,
- The essential characteristics of additional and optional services offered,
- Prices, all taxes included,
- Sales conditions of the reserved rate,
- Payment terms,
- General conditions of sale,
- The validity period of the offers and their prices.

5. The Client, prior to the reservation, declares that this reservation is made for personal needs. The Client, as a consumer, has specific rights that would be challenged if the reserved services were not for personal use.

6. All information communicated on the website www.royalhainaut.com is presented in both French and English.

7. The Client declares to have full legal capacity to commit to these general conditions. Any reservation made by a minor will not be taken into account by the Royal Hainaut Spa & Resort Hotel. The Royal Hainaut Spa & Resort Hotel reserves the right to request any necessary documentation to authenticate the Client's age.

Definitions

For the purpose of these terms, the following terms have the following meanings:

- "Reservation Summary": dematerialized document summarizing the characteristics of the services selected by the Client on the website www.royalhainaut.com. This document precedes the Client's acceptance of these general terms and the entry by the Client of their banking information as part of a prepayment or guarantee.
- "Reservation Confirmation": dematerialized document sent to the client to confirm the acceptance of their reservation, summarizing the characteristics of the services reserved by the Client on the website www.royalhainaut.com.
- "Client": a natural person acting exclusively for personal needs
- "Sales conditions of the reserved rate": Price applied on the date selected by the Client for a room category with or without breakfast option, associated with its payment conditions, its conditions for changing reservation dates or reserved services, and its cancellation conditions.
- "Reservation Request": reservation request for rooms, products, and services at the Royal Hainaut Spa & Resort Hotel, made by the Client.
- "Royal Hainaut Spa & Resort Hotel": refers to a Hotel establishment operated by SARL Royal Hainaut.
- "Partners": refers to any service provider who has entered into a service provision contract or partnership agreement with the Royal Hainaut Spa & Resort Hotel.
- "Service": reservation of rooms, products, and services at the Royal Hainaut Spa & Resort Hotel made by the Client.
- "Site": refers to the website www.royalhainaut.com.

Object

1. These general conditions define the rights and obligations of the Client and the Royal Hainaut Spa & Resort Hotel for all types of reservations (including distance reservations) of services offered by the Hotel.

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

3. The Client acknowledges having read these general terms and conditions of sale and the Sales conditions of the reserved rate and accepts them.

Modifications

SARL Royal Hainaut reserves the right to modify or supplement at any time all or part of these general conditions of sale. In this case, the new version of the general conditions will be available on the Site with its effective date. It is advisable for the Client to regularly check the general conditions of sale to be aware of any possible modifications. In any case, the Client will only be bound by the current version of the general conditions at the time of making the reservation for the Service. SARL Royal Hainaut is not responsible for any damages of any kind that may result from these changes and/or temporary unavailability or permanent closure of all or part of the Site or associated services, such as the online reservation space, private space, unavailability of the reservation center.

Reservation

1. The Client chooses services from those offered by the Royal Hainaut Spa & Resort Hotel based on their needs.

2. The Client declares to have obtained from the Royal Hainaut Spa & Resort Hotel all the necessary information to make their choice and proceed with their reservation.

3. The Client acknowledges having read the nature, price, destination, and reservation modalities of the available services and has requested and obtained necessary and/or additional information, including the Sales conditions of the reserved rate, to make their reservation with full knowledge.

4. The Client is solely responsible for their choice of services and their adequacy to their needs, so that the responsibility of SARL Royal Hainaut cannot be sought in this regard.

5. The reservation is deemed accepted by the Client at the end of the reservation process.

6. Any reservation is nominative and cannot under any circumstances be transferred to a third party, whether for free or for a fee. Any reservation made for someone else must be made in the name of the third party holding the stay.

Reservation Process

1. The reservation made by the Client is made directly online on the Site or via the reservation service - Tel. +33 (0)3 27 34 98 40.

2. The reservation request is confirmed upon receipt by the Client of the Reservation Confirmation, sent by the Royal Hainaut Spa & Resort Hotel.

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

4. The Client attests to the truth and accuracy of the information transmitted.

5. The reservation procedure includes the following steps:

- Step 1 - Choice of the room and Sales conditions of the reserved rate,
- Step 2 - Selection, if applicable, of one or more additional services offered,
- Step 3 - Presentation of the reservation summary, its total price, Sales conditions of the reserved rate, including payment conditions and cancellation conditions, if necessary changes to choices of services (date, room, rate, additional service), and information about the tourist tax,
- Step 4 – Registration of the Client's details,
- Step 5 - General Conditions of Sale:

On the Site, the Client confirms, by checking the box, that they have read and accepted these General Conditions and the Sales conditions of the reserved rate before finally validating their reservation; no reservation is possible without this agreement.

For any other reservation method, the Client receives the general conditions of sale via a link on their reservation confirmation. The reservation confirmation implies adherence to these general conditions of sale and full and unconditional acceptance of their provisions.

- Step 6 - Registration of credit card numbers in case of guarantee or prepayment request,
- Step 7 - Confirmation and Validation of the reservation and payment by the Client. Entering the banking information implies the Client's acceptance and has the effect of contractually engaging them with the Royal Hainaut Spa & Resort Hotel.
- Step 8 - Receipt by the Client of the reservation confirmation email. This email summarizes the date of the reservation, the reserved services, the prices including all taxes, with details of applicable taxes, Sales conditions of the reserved rate (including cancellation conditions) accepted by the Client, general conditions of sale, and the address of the Royal Hainaut Spa & Resort Hotel.

If the confirmation email is not received within 24 hours following the Reservation, it is the Client's responsibility to contact the reservation service to ensure the information provided and the reservation are taken into account.

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 Sales conditions of the reserved rate accepted by the Client specify the cancellation and/or modification procedures for the reservation. Reservations with prepayment for a non-refundable and non-cancellable rate cannot be modified and/or canceled.

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

4. When the Sales conditions of the reserved rate allow it:

- The cancellation of a reservation made from the Site can be done directly on the confirmation email or at the Royal Hainaut Spa & Resort Hotel. For reservations made through the reservation service, cancellation is only possible through the said service.
- The modification of the reservation can be made directly with the reservation service of the Royal Hainaut Spa & Resort Hotel, whose contact details are specified on the confirmation email received by the Client.
- In case of "no show," i.e., in case of an uncancelled reservation for which the client did not show up at the Royal Hainaut Spa & Resort Hotel on the scheduled arrival date and to the extent that the reservation has been guaranteed by credit card or prepaid, the Royal Hainaut Spa & Resort Hotel will charge, as compensation, the amount of one reserved night, or will not refund the amount paid as prepayment. If multiple nights were reserved, the cancellation conditions will apply according to the Sales conditions of the reserved rate.

Cancellation by the Hotel

In case of impossibility to make the reserved room available to the Client or in case of an exceptional event or force majeure, the Royal Hainaut Spa & Resort Hotel may offer the Client an alternative accommodation solution or, failing that, a refund of the full amount paid to the Royal Hainaut Spa & Resort Hotel 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 booked, for services of the same nature. All additional costs associated with this relocation, for services of the same nature, will be covered by the Royal Hainaut Spa & Resort Hotel. In the case of a relocation procedure, the Client can also request the cancellation of their reservation, which then leads to an immediate refund.

Stay at the Royal Hainaut Spa & Resort Hotel

1. Anyone staying at the establishment must present a valid ID at check-in. Otherwise, the Hotel may refuse to rent a room and/or cancel the reservation made without the possibility, if necessary, of a refund, in accordance with the Sales conditions of the reserved rate.

Foreign customers, including companions and teenagers over 15, must fill out an "individual police form." Children under fifteen can be listed on the form of an accompanying adult. The information contained therein is regulated by the Code of Entry and Stay of Foreigners and the Right of Asylum, Article R.611-42.

The client cannot introduce third parties into the room without having requested the express authorization of the Hotel, which reserves the right to carry out all necessary checks.

2. We gladly welcome cats and dogs as long as they are kept on a leash in all common areas of the establishment, with the understanding that the Hotel may refuse to welcome any pets or others likely to pose a security risk to other occupants, the assessment of this risk being at the discretion of the Hotel. For hygiene reasons, animals are not allowed in dining areas (These provisions do not apply to guide dogs for the blind or assistance dogs). To ensure everyone's tranquility, animals should not be left alone without supervision.

A supplementary charge per animal may be invoiced; we invite you to refer to the Hotel information sheet on the Site for acceptance terms.

3. The Client accepts and undertakes to use the room and the common areas made available to them in a reasonable manner. Any behavior contrary to safety and/or hygiene principles, good morals, and/or public order may lead the Hotel to ask the Client to leave the establishment, without refund.

4. Any damage caused by the client or by the occupants of their party in the room or in the various spaces occupied by them during their stay must be reported to the Hotel reception or to the responsible person and may be directly invoiced to them for the costs of restoration. For safety and respect for everyone, smoking is strictly prohibited on the

Hotel premises. In accordance with the Public Health Code in its provisions setting out the conditions for the application of the ban on smoking in places for collective use, smoking in the Hotel exposes the client to the fine provided for contraventions of the third class or to legal proceedings.

Penalties equal to the maximum room rate may be applied if the Client does not comply with the signage prohibiting smoking in their room.

5. The Royal Hainaut Spa & Resort Hotel has Internal Regulations for the Client. The Client accepts and undertakes to comply with these regulations, the provisions of which apply to both themselves and any occupant of their party. In the event of a violation of the provisions of these regulations, the Hotel may immediately expel the client and all persons sharing their stay, without any compensation and/or without any refund.

6. Unless expressly stated otherwise, the customer must vacate the room by 12:00 noon on the day of the reservation's end. Failure to do so will result in an additional night being charged.

7. In the context of a health crisis or any other exceptional circumstances, if restrictive measures or even the prohibition of the operation of certain public spaces are imposed by the Government or any other competent authority, the customer is informed that the Hotel may not make certain services other than accommodation available (access to the restaurant, pool, gym, spa, etc.) or may provide these services partially, without the Hotel's responsibility being questioned. The Hotel will make its best efforts to inform the customer of this information on the website and/or on any other platform as soon as possible. The customer will not be entitled to any refund of the paid price or any discount.

Liability

1. The photographs presented on the website are not contractual. Despite all best efforts to provide the most accurate possible overview of the accommodation services offered through photographs, graphic representations, and texts illustrating the Hotel, variations

may occur, especially due to changes in furniture or possible renovations. The customer cannot claim any complaint in this regard.

2. In accordance with laws and regulations governing intellectual property rights, the use and/or reproduction of all or part of the elements composing the offers of the Royal Hainaut Spa & Resort Hotel on the website are strictly prohibited, as well as any reproduction of the decors and/or characteristic elements of the hotel. To respect the privacy and image rights of other hotel guests, the customer is prohibited from taking photographs of them within the hotel premises and/or publishing photographs taken under such conditions.

3. SARL Royal Hainaut will not incur any liability for any direct or indirect damages resulting from third parties, the customer, or the hotel's partners.

4. Hyperlinks may refer to other sites than the Royal Hainaut Spa & Resort Hotel website, which disclaims any responsibility for the content of these sites and the services offered. SARL Royal Hainaut has implemented protective measures for the security of its information system against malicious acts; however, connecting to the website and making a reservation implies the customer's knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection for certain data against possible misappropriation or hacking, or risks of contamination by potential viruses circulating on the network. SARL Royal Hainaut disclaims any responsibility for misuse or incidents related to the use of the computer or any medium allowing internet access, maintenance, or malfunction of the website or any other technical connection and the sending of information to an incorrect address.

5. Any irregular, ineffective, incomplete, or fraudulent reservation or payment for reasons attributable to the customer will result in the cancellation of the order at the customer's expense, without prejudice to any civil or criminal action against the customer.

6. The Royal Hainaut Spa & Resort Hotel reserves the right to refuse or expel, without reimbursement, guests whose attire is indecent, whose clothing is intended to conceal the face (Law No. 2010-1192 of October 11, 2010), guests with noisy, improper, or intoxicated behavior, guests whose behavior is contrary to hygiene, good morals, and

public order. Proper attire is required in the restaurants and public areas of the hotel. The customer is courteous and respectful towards the hotel staff. In case of exclusion without reimbursement, the customer refrains from any verbal or physical violence, racist behavior or statements, and any form of harassment.

Prices

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

2. The communicated prices are per room for the number of person(s) and the selected date(s). Unless otherwise stated, additional services (breakfast, half-board, full-board, etc.) are not included in the price. Upon confirmation of the customer's reservation, the total amount of the reservation for services will be indicated. Prices include the applicable VAT on the day of the reservation, and any change in the applicable VAT rate will be automatically reflected in the prices indicated on the billing date.

3. Prices are confirmed to the customer, all taxes included (VAT), in the hotel's commercial currency (Euro). The communicated prices are only valid for a specified duration. All reservations are payable in the hotel's local currency.

4. If a rate implies that payment is made at the hotel in a currency other than that confirmed on the reservation, the client is responsible for currency exchange fees (conversion and bank fees). Note that if there is a conversion from the currency confirmed on the reservation to another currency, it is given for purely indicative and non-contractual purposes, considering the possible evolution of exchange rates between the reservation date and the stay date at the establishment.

5. The tourist tax, and any other tax specific to the indicated municipalities for each rate, is to be paid directly on-site at the hotel.

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

Payment

1. The customer provides payment information either (i) to prepay the reservation before the stay, or (ii) as a guarantee for the reservation in case of "no show." When using a credit card, the required information includes the credit 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. The Royal Hainaut Spa & Resort Hotel has chosen PLANET (i.e., Payment Service Provider) to secure online prepayments by credit card using 3D Secure. The customer's credit card undergoes security checks (outstanding balance control, card country control, IP address country control, etc.) by the designated partner and may be refused for various reasons: stolen or blocked card, reached limit, input error, etc. In case of a problem, the customer must contact their bank on the one hand and the establishment or any other entity on the other hand to confirm the reservation of the service and the payment method. Available and communicated online payment methods may include Visa and Mastercard, American Express, etc. This list is subject to change.

2. Payment will be debited at the hotel during the stay, except in the case of special conditions or rates where payment is debited at the time of booking (prepayment on certain rates).

3. In case of payment at the Royal Hainaut Spa & Resort Hotel, the customer must present to the establishment the credit card that was used to guarantee the reservation or make the prepayment to verify the customer's identity. The Royal Hainaut Spa & Resort Hotel may also ask for identification for fraud prevention purposes. Cash payments cannot exceed 1,000 euros. If the customer's fiscal residence is abroad, cash payment cannot exceed 15,000 euros. If the customer has not prepaid their stay, the establishment will ask for a security deposit or authorization to debit the credit card to guarantee the

stay corresponding to the total amount of reserved nights multiplied by 1.5 to guarantee extras. This same guarantee will be required from invited third parties. If the customer has prepaid their stay, the establishment may ask the customer for a fixed amount per person per day to guarantee extras.

4. At the time of prepayment, the debited amount includes: the accommodation price, accommodation-related taxes, the price of meals if breakfast is chosen, meal-related taxes, and any other additional services selected by the customer excluding the tourist tax and/or any other tax due for the customer's stay at the hotel.

Personal Data

1. The personal data requested for your reservation, including your title, name, address, phone number with country code, email address, payment card details (number, card type, cardholder name, expiration date, and cryptogram if provided), and any data communicated or generated during your navigation, constitute confidential data.

2. They are only accessible to the Royal Hainaut Spa & Resort Hotel and are intended for the processing of your reservations and stays, and if you have agreed by checking the corresponding box, for sending our newsletter, responding to your requests, or communicating commercial offers. They are kept for the duration necessary for the commercial relationship established between the customer and the Royal Hainaut Spa & Resort Hotel.

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

4. In accordance with the amended "Informatique et Libertés" law of January 6, 1978, you have the right to access, rectify, erase, request limitation of the processing of personal data concerning you. 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 instructions regarding the fate of your data after your death. To exercise these rights, please contact the Data Protection Officer

SARL Royal Hainaut by email at the address: rgpd@royalhainaut.com. Especially during online payment, the customer's bank details must be transmitted by the payment provider to the hotel's bank for the execution of the Hotel reservation contract. The customer consents to this transfer for the execution of the contract.

BLOCTEL Device Information

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

Proof Convention

1. Entering the required banking information, as well as accepting these general terms and the reservation confirmation or request, constitutes the 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 SARL Royal Hainaut will be stored under reasonable security conditions and considered as evidence of communications, orders, and payments between the parties.

Force Majeure

SARL Royal Hainaut cannot be held responsible towards the customer in the event of non-performance of its obligations resulting from a force majeure event. Similarly, the customer cannot be held responsible towards SARL Royal Hainaut in the event of non-performance of its obligations resulting from a force majeure event. Events usually recognized by French courts are considered force majeure or fortuitous events.

Applicable Law

These general sales conditions are governed by French law.

Entirety

1. These general sales conditions, the sales conditions of the rate reserved by the customer, and the reservation confirmation express the entirety of the parties' obligations.
2. No general or specific condition communicated by the customer can be integrated into these general conditions.
3. The documents forming the contractual commitments between the parties are, in descending order of priority, the reservation confirmation or request (including the specific conditions of the reserved rate) validated by the customer and these general conditions.
4. In case of contradiction between the reservation confirmation and these general conditions, the provisions on the reservation confirmation will be the only ones applicable for the relevant obligation.

Mediation

1. The customer is informed by SARL Royal Hainaut of the possibility to resort to a conventional mediation procedure or any other alternative dispute resolution method in case of dispute related to these general conditions, as provided in Title I of Book VI of the Consumer Code.
2. After contacting the Site Management directly or via communication@royalhainaut.com and in the absence of a satisfactory response within 60 days, the customer can contact the Tourism and Travel Mediator, whose contact details

and filing modalities are available on its website www.mtv.travel or via its postal address:
Tourism and Travel Mediation BP 80 303 75 823 Paris Cedex 17.