

## **PRIOR INFORMATION**

By purchasing a travel service, you benefit from the rights granted by the [French Tourism Code](#). The service provider and the retailer are entirely liable for the proper performance of the travel service.

Furthermore, as required by law, the retailer has a protection in order to refund your payments in case of insolvency. This protection is taken out with the APST. Travellers may contact this organisation if they are denied any services as a result of the retailer's insolvency.

For further information about your rights, please read the paragraph below: 'Essential rights under the French Tourism Code'.

### **Essential rights under the French Tourism Code:**

Recipients or Customers will receive all the main information about the travel service before signing the travel contract. The service provider and the retailer are entirely liable for the proper performance of the travel service. Travellers are given an emergency telephone number or the contact details of a contact person enabling them to contact the service provider or retailer.

Travellers may transfer their travel service to another person, subject to giving reasonable notice and possibly subject to paying additional costs. The price of the travel service may only be increased if any specific costs increase and if this possibility is explicitly provided for in the contract. Under no circumstances may they be changed less than twenty days before the start of the trip. If the price increase is higher than 8% of the price of the travel service, the traveller may rescind the contract. If the service provider reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a decrease in the corresponding costs. Travellers may rescind the contract without paying any rescission fees and receive a full refund of all payments made if one of the key elements of the contract, other than the price, is substantially modified. If, before the start of the service, the responsible professional cancels it, travellers may obtain a refund plus compensation, where applicable. Travellers may rescind the contract without paying any fee before the start of the service in the event of exceptional circumstances, for example if there are serious security problems at the place of destination which could affect the trip. In addition, travellers may, at any time prior to the start of the trip, rescind the contract by paying appropriate and justifiable rescission fees. If, after the start of the trip, important elements of it cannot be provided as expected, other appropriate services must be offered to travellers, at no additional expense. Travellers may rescind the contract without paying rescission fees when the services are not provided in accordance with the contract, where this considerably disrupts the performance of the trip and where the service provider fails to solve the problem. Travellers are also entitled to a price reduction and/or to compensation in the event of non-performance or poor performance of the travel service. The service provider or the retailer must provide assistance if the traveller is in difficulty. If the service provider or the retailer becomes insolvent, all amounts paid shall be refunded.

To consult the French Tourism Code: <https://www.legifrance.gouv.fr/>

## **TERMS AND CONDITIONS OF SALE AND USE OF RELAIS & CHÂTEAUX GIFT OFFERS**

### **Recitals:**

The Relais & Châteaux gift offers are marketed by Relais & Châteaux Entreprise ("RCE"), a French simplified joint-stock company (*société par actions simplifiée*) with share capital of 1,024,515 Euro, registered with the Paris Trade and Companies Register under number B 402 003 404, whose registered office is at 58-60 rue de Prony, 75017, Paris.

RCE operates as a travel agent, is registered on the French register of travel operators under number IM075110112 with Atout France – 79-81, rue de Clichy – 75009 Paris, holds a financial guarantee from the APST – 15 avenue Carnot, 75017 Paris Cedex, France and is insured with HISCOX – 12 quai des Queyries, CS 41177, 33072 Bordeaux.

To contact RCE: Telephone: +33(0) 1 77 48 14 88 (cost of a local call) - E-mail: [commercial@relaischateaux.com](mailto:commercial@relaischateaux.com).

These terms and conditions of sale and use (hereinafter the "**Terms**") apply (i) to Orders for Relais & Châteaux Gift Certificates denominated in Euro, Pound Sterling, US Dollar and Swiss Franc (hereinafter the "**Certificate(s)**"), and Relais & Châteaux Gift Boxes, either in the form of a physical box (the "**Physical Box**") or an electronic box (the "**Electronic Box**") (hereinafter referred to collectively as the "**Box(es)**") and (ii) to the use of Certificates and Boxes. Certificates and Boxes are hereinafter referred to collectively or individually as the "**Gift Offer(s)**".

## **Article 1 Definitions**

**Recipient:** means the natural person aged 18 or over to whom one or more Gift Offer(s) are given by the Customer or at the Customer's request to be used to benefit from the services provided by an Establishment.

**Terms:** has the meaning defined in the Recitals.

**Certificate:** has the meaning defined in the Recitals and refers to the document in paper form establishing the Recipient's claim in respect of an Establishment in the amount of the certificate. The Certificate is ordered and may be used in an Establishment in accordance with the Terms.

**Customer:** means any natural or legal person who orders a Gift Offer in the manner stipulated in the Terms.

**Box:** has the meaning defined in the Recitals and refers to the document in paper or electronic form establishing the Recipient's claim in respect of an Establishment for a set of services stipulated for each Box (nights, meals, treatment, etc.). The Box is ordered and may be used in the Establishment or one of the Establishments named in the Box in accordance with the Terms.

**Order:** means the order placed by the Customer for a Certificate or Box in the manner stipulated in the Terms.

**Establishment** means a member establishment of the Relais & Châteaux association in which a Certificate, and in some cases, a Box may be used.

## **Article 2 Application of the terms and conditions of sale and use (Terms) to the Customer and the Recipient**

These Terms apply:

- Firstly, as regards the Terms and Conditions of Sale, to the sale of Gift Offers made both in France and abroad, via the Relais & Châteaux sales channels, i.e.:
  - Online, on the website published by RCE;
  - By telephone or mail order, from the sales department of RCE;
  - In a store operated by Relais & Châteaux.In the case of a sale of a Gift Offer made in a store or on an e-commerce site operated by a third party, the Customer should read the terms and conditions of sale of said third party which shall apply.
- And secondly, as regards the Terms and Conditions of Use, to the use of Gift Offers irrespective of the sales channel by which the Gift Offer was purchased, i.e.:
  - Online, on the website published by RCE;
  - By telephone or mail order, from the sales department of RCE;
  - In a store operated by Relais & Châteaux; or
  - In a store or on an e-commerce site operated by a third party.

These Terms also govern the relationship between RCE and:

- Firstly, Customers purchasing a Gift Offer;
- Secondly, as regards the Terms and Conditions of Use, Recipients who, once they are in possession of a Gift Offer, wish to use it by making a booking in an Establishment.

The Order placed by the Customer for a Certificate or Box and its use by the Recipient are governed by these Terms.

Certificates or Boxes may not be used by a minor not accompanied by a person having parental authority.

The contract between RCE and the Customer on the one hand, and the contract between RCE and the Recipient on the other, consists of (i) these Terms, (ii) the supplementary terms and conditions applicable to the Box or Certificate for which the Customer places an Order and (iii) where applicable, the specific demands of the Customer or Recipient that RCE has accepted.

These Terms and any future versions hereof are available online on the website [www.relaischateaux.com](http://www.relaischateaux.com) (hereinafter the "**Website**") and downloadable from the following address: [https://static.relaischateaux.com/neo/legal/cgv\\_gift\\_fr.pdf](https://static.relaischateaux.com/neo/legal/cgv_gift_fr.pdf). They are sent with any email confirming an Order sent to the Customer following a purchase by telephone from the sales department of RCE. They may also be sent by post, email or fax to any person so requesting (request to be sent by post to the registered office of RCE first above indicated or by email to: [commercial@relaischateaux.com](mailto:commercial@relaischateaux.com)), and may also be provided on request in any store operated by Relais & Châteaux. An extract from these Terms is also included on the back of paper order forms used for remote Orders placed by email or post with the sales department of RCE and inside Physical Boxes.

Use of the Website and the customer account is governed by the Terms and Conditions of Website use and account creation available on the Website.

The Terms and Conditions of Sale apply exclusively to Gift Offer Orders. For any other product or service sold on the Website, the Customer should refer to the applicable terms and conditions of sale which may be consulted on the Website.

The Customer represents having read these Terms before validating their Order (in the case of a remote purchase) or paying for their purchase (in the case of an in-store purchase). Order validation (in the case of a remote purchase) or payment of the price (in the case of an in-store purchase) thus carries full and unconditional acceptance of these Terms, and the supplementary terms applicable to the Box or Certificate ordered by the Customer to the exclusion of all other documents such as brochures and catalogues issued by RCE and which are provided for guidance only.

Any forbearance by RCE in availing itself, at any time, of any of these terms shall not be construed as a waiver of its right to subsequently avail itself of any of said terms.

The Terms may be changed regularly and at any time. The version applicable to the contract made with RCE shall be the one in force on the date the Customer validates the Order.

## **I- Terms and Conditions of Sale**

### **Article 3 Characteristics of the products and services**

In accordance with Articles L. 111-1 and L. 111-2 of the French Consumer Code and Articles L. 211-8, L. 211-9 and R. 211-4 of the French Tourism Code, the main characteristics of the services, particularly travel services, and the prices of goods and services sold electronically are available on the Website, communicated to the Customer at the time of the Order and confirmed in the acknowledgement of receipt of the Order. The price of Gift Offers is also displayed in Relais & Châteaux stores.

In accordance with Article L.221-11 of the Consumer Code, the Customer is given the information required by Article L. 221-5 of the Consumer Code prior to placing the Order and particularly by means of these Terms of Sale.

### **Article 4 Effective date and Term**

This contract shall be effective:

- In the case of a purchase in a store operated by Relais & Châteaux: on the date the Gift Offer is purchased by the Customer;
- In the case of an online purchase on the Website published by RCE, or in the case of a purchase by telephone or mail order from the sales department of RCE: on the date of the Customer's Order as defined in Articles 5.1 and 5.2 below.

The Terms of Sale are applicable, depending on the case, (i) up to payment by RCE of all amounts accruing to the Establishment following the use of the Certificate or Box or (ii) up to the expiry of the validity period of the Certificate or Box, possibly extended in the manner set forth in Article 12 below.

## Article 5 Steps in the Order

### 5.1. Online Order

In order to place an Order when purchasing on the Website, the Customer should follow the steps below:

1. Go to the Website;
2. Follow the instructions on the Website;
3. Check the Order information and detect and correct any errors;
4. Confirm the Order and the undertaking to pay the price;
5. Follow the online payment server instructions to pay the price, on the understanding that the price may then be paid immediately by bank card or by using an online money pot service available on the Website or a third party website accepted as a means of payment on the Website (such as Leetchi or Le Pot Commun). The price may also be paid later, by sending a cheque (made out and sent as indicated in the payment stage) or by issuing a bank transfer (to the account specified in the payment stage).

In the event of immediate payment (by bank card or by online money pot service), after payment confirmation, the Customer immediately receives an electronic acknowledgement of receipt valid as confirmation of the Order. In the case of deferred payment (by cheque or transfer), the Customer receives this acknowledgement of receipt valid as confirmation of the Order as soon as possible after RCE has received the payment.

Should any difficulty arise in finalising the Order and making the payment, the Customer may contact the RCE sales department (+33(0)1 77 48 14 88 – cost of a local call) which will then assist the Customer, possibly by obtaining their bank card data in order to finalise the Order on their behalf.

The Customer shall also then receive by email, to the email address indicated when placing the Order:

- A PDF file corresponding to the Electronic Box and containing the personal code and single activation key required to use the Electronic Box (hereinafter the "voucher"), or
- Confirmation of Order shipping in the case of a Physical Box or Certificates. In this case, delivery will be made to the delivery address indicated by the Customer when placing the Order.

RCE undertakes to fulfil the Order solely subject to availability. In case of unavailability, RCE shall inform the Customer and refund the price paid.

However, in accordance with Article L. 121-11 of the Consumer Code, RCE reserves the right to refuse the Order if it is abnormal, placed in bad faith or for any other legitimate reason and, in particular, where there is a dispute with the Customer over payment of a prior order.

### 5.2. Order placed remotely with the sales department of RCE

The Customer may also place an Order with the sales department of RCE, which can be contacted in several ways:

- By telephone, on +33(0) 1 77 48 14 88 (cost of a local call);
  - By email ([commercial@relaischateaux.com](mailto:commercial@relaischateaux.com));
  - By post, at the address first above mentioned.
- For a purchase **by telephone**, the Customer must specify which Gift Offer they wish to order, provide their contact details and billing and delivery addresses, the chosen delivery method, and pay the price of the Gift Offer and the relevant delivery fees by bank card, by providing the operator with their bank card information. The Customer's communication of their bank card information carries validation of their Order and consent to pay the price indicated.

The Customer then receives, by email or post, an Order confirmation containing:

- A reminder of the main characteristics of the Order (particularly the content and price);
  - A copy of these Terms;
  - A withdrawal form.
- When requesting a purchase by **email** or **post**, the Customer must first ask to be sent an order form, specifying how they wish to receive this form.

They will then be sent the order form, together with an extract from these Terms and a withdrawal form by the RCE sales department. The Customer should fill in the order form and return it to the RCE sales department by email or post, the sending of the order form completed by the Customer then carrying validation of their Order. The Customer must particularly indicate on the order form the selected means of payment – the price may be paid by bank card, cheque or bank transfer – on the understanding that:

- (i) in the case of payment by bank card, the Customer must contact the RCE sales department (+33(0) 1 77 48 14 88, cost of a local call), after sending their completed order form, to make payment by telephone;
- (ii) in the case of payment by cheque, it must be made out to RCE and enclosed with the completed order form;
- (iii) in the case of payment by bank transfer, the Customer must make a transfer to the bank account indicated by RCE on request, specifying the Customer's name in the title of the transfer.

RCE is only bound subject to a confirmation of the written Order signed by the Customer and, in any event, full payment of the price.

After receiving payment, RCE shall ship the Gift Offer to the Customer, to the address indicated on the order form.

RCE undertakes to fulfil the Order solely subject to availability. In case of unavailability, RCE shall inform the Customer and refund the price paid.

However, in accordance with Article L. 121-11 of the Consumer Code, RCE reserves the right to refuse the Order if it is abnormal, placed in bad faith or for any other legitimate reason and, in particular, where there is a dispute with the Customer over payment of a prior order.

### **5.3. In-store Order**

When the Order is placed in a store, it is instantly made when the Customer pays the price (in cash, by cheque or bank card, or, in the case of a sale in a store belonging to a third party, according to the methods of payment accepted by said third party).

## **Article 6 Price and billing**

### **6.1 Price**

The prices of Boxes are payable exclusively in Euros or Swiss Francs, at the Customer's discretion, inclusive of tax. The amounts are displayed on the Website in the currency selected by the Customer, for information, and estimated according to the applicable foreign exchange rate compared to the Euro or Swiss Franc. However, only prices indicated in Euros or in Swiss Francs are authentic.

Certificates are issued in Euros, Pounds Sterling, US Dollars and Swiss Francs. The prices for Certificates issued in Pounds Sterling, US Dollars and Swiss Francs are paid in Euros or Swiss Francs on the Website after conversion at the foreign exchange rate of the Banque de France (month-end rates). The applicable foreign exchange rate will be updated monthly on the first working day of each month.

At the time of Order validation, the price payable is stipulated inclusive of tax, subject to any application of tourist taxes that may be collected by Establishments.

Gift Offers are supplied at the price in force at the time of placing the Order.

Postage is payable by the Customer and charged in addition as indicated prior to validating the Order.

RCE makes payment of the Gift Offers directly to the Establishments.

Telecommunication costs inherent in accessing the Website remain at the Customer's exclusive expense.

### **6.2 Billing**

An invoice is issued for each Order.

For the purchase of a Physical Box or a Certificate, the invoice will be sent to the Customer when the Gift Offer is delivered. In the case of an Electronic Box, the invoice is included in the email confirming the Order sent to the Customer.

In the case of a remote purchase from the sales department of RCE, the invoice will be sent to the Customer by email to the address indicated at the time of placing the Order.

The invoice is denominated in Euros or Swiss Francs.

### **Article 7 Payment**

Gift Offers are purchased in return for payment by the Customer of the applicable price according to the price list indicated on the Website or the order form or the prices displayed in stores.

Gift Offers and operating expenses are payable in cash.

Gift Offers are payments by order and for account of and are therefore not subject to VAT. VAT only applies to the operating expenses and packaging.

The price is payable in cash, in full, and the Order will only be sent subject to payment. It must be received by RCE within 3 (three) months of placing the Order. Thereafter, the Order shall be automatically cancelled.

The price including VAT shall be paid by the Customer by one of the following means of payment: bank card, bank transfer, cheque or online money pot service.

In the case of a payment by bank card, the transaction is debited immediately from the Customer's bank card after verification of the card data, upon receiving the debit authorisation from the issuer of the bank card used by the Customer.

The undertaking to pay given by means of a payment card is irrevocable. By providing their bank card information, the Customer authorises RCE to debit the bank card with the amount corresponding to the price including VAT.

The Customer therefore confirms that they are the holder of the bank card to be debited and that the name featured on the bank card is indeed their own. The Customer must provide the sixteen figures and the expiry date of their card and, where applicable, the numbers of the visual security code.

If it is impossible to debit the price including VAT, the sale shall be immediately and automatically rescinded and the Order cancelled.

### **Article 8 Order Modification**

Orders are only final after full payment of the price by the Customer, after reading and accepting these Terms.

As the shipping or delivery of Certificates and Boxes (including electronic delivery of an Electronic Box) takes place as soon as the Customer has paid the amount due, no Order cancellation or request for a refund shall be accepted, unless the Customer has the right of withdrawal provided for by Articles L.221-18 *et seq.* of the Consumer Code (i.e. when the Customer is a consumer who has made a remote purchase of a Gift Offer – by a purchase on the Website or from the RCE sales department) or, for traders, its extension under Article L. 221-3 of the Consumer Code. In these cases, the right of withdrawal is exercised in the manner provided for in Article 9 hereof.

### **Article 9 Right of withdrawal**

Where the Customer has a legal right of withdrawal, they have a period of 14 days in which to exercise it in accordance with the provisions of Articles L.221-18 *et seq.* of the Consumer Code and by sending the form provided by RCE ([download the form here](#)) to:

Relais & Châteaux Entreprise

*Terms and Conditions of Sale Gift Offers – February 2019*

Service Commercial  
58-60, rue de Prony  
75017 Paris

The 14-day period is counted in calendar days after (i) the date of receipt or pick-up of the Order for Orders collected in a store or delivered by post or (ii) the date of the Order for Electronic Boxes. If the period expires on a Sunday or public holiday, it is extended to the next first working day.

When this right is exercised:

- **When the Gift Offer ordered is a Certificate or a Physical Box:**

The costs of returning the Gift Offer are payable by the Customer. Only Certificates and Physical Boxes returned within the period indicated above and in perfect condition – and particularly without having scratched the protection device of the Gift Offer activation code – may be refunded.

If the Customer exercises the right of withdrawal, the Certificates and Physical Boxes must be returned within 14 days of notifying RCE of the withdrawal to the address below:

Relais & Châteaux Entreprise  
Service Commercial  
58-60, rue de Prony  
75017 Paris

- **When the Gift Offer ordered is an Electronic Box:**

The Electronic Box will be deactivated within 72 hours of RCE receiving the withdrawal form and the Customer will not be charged any return costs.

The Customer shall not use or attempt to use their Gift Offer after sending RCE the form in order to exercise their right of withdrawal.

**IMPORTANT:** in the event that the Gift Offer has been used to book a service *before the expiry of the abovementioned 14-day withdrawal period*, such use shall be valid as a request for full and immediate use of the Offer and waiver of the Customer's right of withdrawal.

Any return made in accordance with the provisions of this clause shall give rise to a full refund of the amount paid by the Customer within 14 days of RCE receiving the returned Gift Offer or the deactivation of the Electronic Box, as applicable.

If payment is made by bank card, bank transfer or by cheque, the refund will be made by re-crediting the account used to make the payment.

If payment was made by means of an online money pot service, the refund will be made by re-crediting the bank account communicated by the Customer.

## **Article 10      Delivery**

### **10.1. Terms**

Delivery is made after receipt of full payment of the price, according to the Customer's choice:

- Either by the direct handing over of the Box and/or Certificate to the Customer, when purchasing or collecting in a point of sale. This option of collecting from a point of sale in the case of a remote Order (click & collect) is only available (i) to Customers who made their purchase on the Website and paid by bank card or via an online money pot service and (ii) to professional Customers who made their purchase remotely from the RCE sales department;
- Or by post, at the Customer's expense;
- Or by the delivery of a PDF file sent by email to the email address indicated by the Customer, in the case of an Electronic Box.

The Order may be sent, if so chosen by the Customer and at their expense, to their own address or directly to the Recipients named and identified and whose address the Customer provides. The amount of delivery charges depends on the amount of

the Order and the method of delivery. The Customer shall be solely liable for any non-delivery caused by missing information not provided at the time of placing the Order. Details and costs of delivery are [available here](#) and are indicated to the Customer before validating the Order.

## **10.2 Delivery times**

Delivery times are available on the Website and may vary according to the availability of the Gift Offers ordered. They are stipulated in working days and correspond to the average times necessary to prepare and ship the Order on the territory. They are determined based on the delivery area.

Delivery times start from the date on which RCE confirms the Order for payments by bank card on the Website and from collection of payment by RCE for the other means of payment. Certificates and Physical Boxes will be shipped within approximately 2 working days of RCE receiving payment for the Order.

The delivery of Electronic Boxes by means of a PDF file sent to the email address indicated by the Customer will be made immediately after confirmation of the Order by the seller.

In the event that an Electronic Box is not received, the Customer should check:

- the anti-spam filter and the spam folder of their email box;
- the firewall;
- the email size limit of their messaging system;
- the validity of the email address provided.

If the Customer has not received the Electronic Box within 24 hours, despite making the checks mentioned above, they should contact the sales department by email or phone, using the contact details as first above provided, or by writing to the postal address indicated in Article 9 above.

Any non-delivery (non-delivery being considered to occur when the Customer has not received the Order within one month of receipt of the Order and payment by RCE) will give rise, at the request of any consumer, non-professional or professional Customer, to the return of the price paid. In respect of a professional Customer, the return of the price shall be the only reparation granted by RCE, to the exclusion of any other compensation or damages.

In any event, delivery within the times specified will only be possible if the Customer has fulfilled all their obligations to RCE, whatever the cause thereof.

## **Article 11           Complaints / Returns**

### **11.1 Complaints**

The Customer or the Recipient should inform RCE by email, telephone or in writing to the contact details mentioned above of any non-conformity detected when using a Certificate or Box.

Any notification or complaint will be followed up by RCE and the Customer or Recipient will be kept informed. Complaints should be sent:

- either by email to: [commercial@relaischateaux.com](mailto:commercial@relaischateaux.com)
- or by registered letter with acknowledgement of receipt to: Relais & Châteaux - Service Commercial – 58-60, rue de Prony – 75017 Paris

#### **Complaint concerning transport:**

The Customer must check the product upon delivery and, where necessary, mention any reservations on the carrier's delivery slip in the event the delivered product is damaged. The Customer must inform RCE thereof in writing by sending the copy of the delivery slip within 48 hours of receiving the product.

In the absence of any reservations on the delivery slip and failing notification to RCE within 48 hours, the product shall be deemed delivered in good condition and no complaint may subsequently be made to RCE.

#### **Complaints concerning the product's non-conformity with the indications on the order form:**



Complaints concerning the non-conformity of a Certificate or Box delivered with the product ordered must be made by registered letter with acknowledgement of receipt to RCE, within seven days of receiving the Certificate or Box. Thereafter, no complaint will be accepted.

## 11.2 Returns

Any return of non-conforming Certificates and Boxes must be covered by a formal agreement between RCE and the Customer. In the event of any non-conformity of the Certificates and Boxes delivered, duly acknowledged by RCE in the manner provided above, the Customer may choose either a product replacement or a refund.

## II- Terms and Conditions of Use

### Article 12 Terms of use of Gift Offers

All Gift Offers have an activation date (the "**Activation Date**"), defined as follows:

- When the Gift Offer is purchased in a Relais & Châteaux store or a third-party store, its Activation Date corresponds to the date of purchase;
- When the Gift Offer is purchased by means of a remote Order, either on the Website, or from the RCE sales department, the Activation Date corresponds to the date on which the Order is sent to the address indicated by the Customer, or to the email address indicated by the Customer (in the case of an Electronic Box).

Gift Offers are valid for two years after the last day of the month of their Activation Date.

After receiving the Gift Offer, its expiry date may be consulted in the Recipient section, accessible using the activation key provided with the Gift Offer. It may also be checked in the following manner:

- For a Certificate, the expiry date is stamped on the Certificate;
- For an Electronic Box, the expiry date is indicated in the PDF file corresponding to the Electronic Box.

A proof of purchase should be kept in case of a problem activating the Gift Offer.

#### Relais & Châteaux Gift Offers:

- may not, under any circumstances, be exchanged for cash, even in part;
- are not divisible unless otherwise mentioned on the Gift Offer, and must be used on one occasion, for a single booking;
- are under the holder's sole responsibility, particularly in the event of loss or theft;
- must be used during their validity period.

If a Gift Offer is not used within the times indicated, or is lost, stolen or destroyed, neither the Customer nor the Recipient may demand any refund, replacement, exchange or extension.

However, the Recipient may, up to the expiry date of the initial validity period, extend the validity of Gift Offers- in the Recipient section for Boxes or directly by contacting the RCE sales department for Certificates-, subject to extension charges ([see terms here](#)), payable by the same means of payment as the Gift Offers. The extension period is one year after the initial expiry date for Boxes and two years after the initial expiry date for Certificates. At the end of the initial validity period or the extension period where applicable, Gift Offers will no longer be usable.

Furthermore, the terms and conditions of booking or cancellation are those of the Establishment in which the Recipient uses the Gift Offer. The Establishment may, for example, ask for the Recipient's bank details to confirm the booking. Any change or cancellation of a previously confirmed booking is only possible with the Establishment's agreement and subject to its specific conditions, on the understanding that the cancellation of a booking made using a Certificate or Box may be subject to cancellation fees payable by the Recipient. At the time of booking, the Recipient will be informed by the Establishment of the terms of booking and cancellation applicable in the Establishment chosen.

The Establishment may require the Recipient to pay tourist tax for their stay.

The Recipient must provide the Establishment on arrival, depending on the case, with the original voucher contained in their Physical Box, the PDF file representing their Electronic Box, or the original Certificate. This document will be kept by the Establishment.

### **Article 13            Terms of use of Certificates**

**Certificates** may be cumulated and are useable in all the Establishments featured on the Website. This list may change during the validity period of the Certificate, so the Customer and the Recipient should visit the Website regularly to consult the updates. Certificates may be used for all types of service. They are exclusively exchangeable for a service of a value equal to the value indicated in Euros, Pounds Sterling, US Dollars and Swiss Francs on the front.

If the amount of the Certificates is not sufficient to pay for the service, the difference must be paid to the Establishment according to the usual terms.

### **Article 14            Terms of use and booking of Boxes**

**Boxes** are usable in a selection of Establishments participating in the corresponding Box programme, the list of which is regularly updated. The updated list of participating Establishments can be consulted in the Recipient section accessible on the Website or by contacting the RCE sales department:

- By telephone: +33(0) 1 77 48 14 88
- By email: [commercial@relaischateaux.com](mailto:commercial@relaischateaux.com).

The list of Establishments that may be accessed using Boxes may change during the validity period of the Box, so upon receiving the Box, the Recipient should log on to the Recipient section on the Website to consult the updates.

The participating Establishment may, in some cases, refuse Boxes at certain dates. The Customer or Recipient will be informed by consulting the list of participating Establishments in the Recipient section on the Website, which also mentions the dates on which a Box may be used for a booking in that Establishment (hereinafter "**Box Acceptance Period**").

In this respect, only the information contained on the Website is authentic.

After consulting the list of Establishments participating in their Box and the Box Acceptance Periods (these periods may vary from one Establishment to another) in the Recipient section, the Recipient contacts the selected Establishment directly to make their booking.

The Recipient must make the booking directly with the Establishment – **to the exclusion of any other booking channel** – indicating that it is made within the framework of a Box and specifying the type of service they benefit from. At the time of booking, the Recipient must give the Establishment the number indicated on the back of the Physical Box or on the Electronic Box.

The Box does not include transport to the Establishment.

If the service includes one or more meals, the set menus are those decided by the Establishment and the Recipient may not choose from among all the dishes proposed à la carte.

This stipulation is also valid in the case of treatment.

The Recipient is informed that the individual price of the service(s) at the time they receive such service(s) may differ from the sale price of the Box paid by the Customer for the Order.

Early bookings are recommended to benefit from a wide range of dates.

The Box is valid every day of the week including weekends (except for specific weekday Gift Boxes) subject to availability and to the Box Acceptance Periods. The Establishment shall have full control over the Box Acceptance Periods and may also refuse a booking, even during the Box Acceptance Period, when the quota of availabilities it specifically allocates to Boxes over the period is used up, even if it still has availabilities overall. During high season periods and on very popular dates, some Establishments may require booking a minimum number of nights.

If the participating Establishment has no rooms corresponding to the room category included in the service provided for in the Box on the dates requested by the Recipient, the Recipient may be offered, when booking, (i) a higher category room or suite in return for payment of a supplement which the Recipient will pay directly on location or (ii) a booking on another date.

Any additional service not covered by the Box used and ordered directly by the Recipient from the Establishment must be paid directly to the Establishment according to its terms and conditions. RCE is not liable for such additional services in any regard whatsoever.

#### **Article 15          Transfer**

Certificates and Boxes are transferred with any formality by the Customer to the Recipient.

#### **Article 16          Recipient assistance and liability of RCE**

RCE undertakes to provide the Recipient with assistance if they encounter any difficulty during performance of the service.

RCE may not be held liable for any minor differences between the photographs and descriptions of the Establishment provided on the Website or on the Gift Offers.

For Boxes, the Establishment and RCE are liable for the proper performance of the service in accordance with Article L. 211-16 of the Tourism Code.

In the event that RCE is held liable, the limits of compensation stipulated by international conventions shall apply, in accordance with Article L. 211-17- IV of the Tourism Code. Save cases of bodily injury, RCE's financial liability shall be limited to three times the total price of the Box in question.

For Certificates, the Establishment in which the Customer stays shall be solely liable for the proper performance of the service it provides.

### **III- Provisions common to the Terms and Conditions of Sale and Use**

#### **Article 17          Enforceability**

Should any clause of these Terms be held to be invalid and non-applicable, the validity and enforceability of the other stipulations of the Terms shall not be affected.

#### **Article 18          Warranty**

RCE is subject to the legal warranty requirements provided for by Articles L. 217-4, L. 217-5 and L. 217-12 of the Consumer Code and Articles 1641 and 1648 paragraph 1 of the Civil Code which are reproduced in full at the end of these Terms.

#### **Article 19          Data Protection**

In order to provide Gift Offers to Customers and Recipients, RCE, as data controller, processes personal data concerning them. Such processing is performed for the main purpose of managing and following up Orders and deliveries of Gift Offers and their activation and may also be done for other purposes (customer relationship management and follow-up, managing complaints, canvassing, analysing satisfaction, etc.) which are detailed in the Relais & Châteaux Privacy Policy available on the Website at the following address: <https://www.relaischateaux.com/us/p/legal>

Data concerning Orders are intended for RCE, the data controller, its authorised departments, the Association Relais & Châteaux and its subsidiaries, as well as any subcontractors of RCE and its partners.

When making the booking directly with the Establishment selected in order to use the Gift Offer, the Customer or Recipient accepts that they must provide personal data necessary to make the booking with the Establishment, whether it is located in the European Union or outside the European Union. RCE is not the data controller for processing of the Customer's and/or the Recipient's personal data carried out by the Establishment within the framework of bookings made and services provided to Recipients of Gift Offers, the Establishment remaining exclusively liable in this regard.

For more information about how your personal data are collected and managed and the exercise of your rights, please read the Relais & Châteaux Privacy Policy available on the Website at: <https://www.relaischateaux.com/us/p/legal>

#### **Article 20            Governing law**

These Terms of Sale are governed by the laws of France without prejudice to the right of a Customer or Recipient who have their main residence in a European Union Member State other than France to apply more protective mandatory provisions of the Member State.

The contractual information is presented in French and the Gift Offers on sale are compliant with French regulations. Where applicable, a foreign Customer should check the possibilities of using the product they intend to order with local authorities. RCE shall not be liable for any non-compliance with regulations of a foreign country to which the Certificates and Boxes are delivered.

If these Terms are translated and in the event of a conflict between the French version and the translated versions, the French version shall prevail.

#### **Article 21            Dispute resolution**

RCE uses the MEDICYS mediation system for consumer disputes concerning an Order placed with RCE. Any dispute must first be presented in writing to the Claims Service of RCE – 58/60, rue de Prony – 75017 Paris. Failing an amicable settlement with RCE, the Customer may contact Medicycs by email [contact@medicys.fr](mailto:contact@medicys.fr) or post: Médicys - 73 Boulevard de Clichy - 75009 Paris.

Pursuant to Article 14 of the Regulation (EU) no. 524/2013, the European Commission has set up an Online Dispute Resolution platform to facilitate independent extrajudicial resolution of online disputes between consumers and traders in the European Union.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>

Failing an amicable settlement, each party may submit the dispute to a competent court.

**NOTWITHSTANDING, IN THE EVENT THAT THE CUSTOMER IS ACTING AS A TRADER, THE DISPUTE SHALL BE EXCLUSIVELY SUBMITTED TO THE COMPETENT COURTS IN THE JURISDICTION OF THE PARIS COURT OF APPEAL.**

### **Legal warranty**

In accordance with Article L.217-15 of the Consumer Code, the provisions relative to the warranty of conformity and warranty against hidden defects under Articles L. 217-4, L. 217-5, L. 217-12 and L. 217-16 of the Consumer Code and Articles 1641 and 1648 paragraph 1 of the Civil Code are reproduced below.

#### **Article L.217-4 of the Consumer Code**

The seller must deliver goods which are in conformity with the contract and shall be liable for any non-conformity existing at the time of delivery.

It shall also be liable for any non-conformity resulting from the packaging, the assembly instructions or installation if it assumed responsibility therefor under the contract or had it carried out under its responsibility.

#### **Article L.217-5 of the Consumer Code**

The goods are in conformity with the contract:

1° If they are fit for the purposes for which goods of the same type are normally used and, where applicable:

- comply with the description given by the seller and possess the qualities of the goods which the seller has held out to the consumer as a sample or model;

- show the qualities which the consumer can reasonably expect, taking into account any public statements made by the seller, the producer or its representative, particularly in advertising or on labelling;

2° Or if they have the characteristics defined by mutual agreement by the parties or are fit for any particular purpose for which the consumer requires them and which he made known to the seller at the time of conclusion of the contract and which the seller has accepted.

#### **Article L.217-12 of the Consumer Code**

The time limit for actions resulting from a lack of conformity shall be two years from the delivery of the goods.

#### **Article L.217-16 of the Consumer Code**

Where the buyer asks the seller, during the period of the commercial warranty granted to him at the time of purchase or repair of a movable item, for a repair covered by the warranty, any downtime period of at least seven days shall be added to the remaining term of the warranty.

This period shall run from the buyer's request for repair or the provision of the item in question for repair, where the item is provided after the request for repair.

#### **Article 1641 of the Civil Code**

The seller is bound to a warranty against hidden defects in the thing sold that render it unfit for its intended use, or that so impair its use that the buyer would not have bought it, or would only have given a lesser price for it if he had known of the defects.

#### **Article 1648 paragraph 1 of the Civil Code**

An action resulting from redhibitory defects must be brought by the buyer within two years of the discovery of the defect.