



Booking Terms and Conditions

Booking Terms and Conditions of January 2023

RECITALS

These Booking Terms and Conditions (the "Booking Terms") are exclusively applicable to bookings made with a Hotel through Relais & Châteaux Entreprise, via one of the channels provided by the latter to present Offers to Guests and allow them to make Bookings. They do not, on any account, apply to bookings made directly with a Hotel, without going through Relais & Châteaux Entreprise.

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

RCE may be contacted by Telephone, at the numbers accessible here <https://www.relaischateaux.com/us/discover/contact> and by email at reservation@relaischateaux.com.

1. DEFINITIONS

The capitalised terms and phrases, whether they are used in the singular or plural, shall have the meaning indicated either when they are first used or the meaning ascribed to them below:

Association Relais & Châteaux A non-profit organisation (Association) pursuant to the French Act of 1901 whose registered office is at 58-60, rue de Prony, 75017 Paris, represented by Mr Laurent Gardinier, its President. The Association brings together more than 580 hotels and/or restaurants worldwide, run by independent natural or legal persons who are members of the Association. Association Relais & Châteaux provides its members with a set of services particularly through its subsidiary RCE.

Account Creation Means the personal space dedicated to the Guest in which information concerning the Guest and their Bookings are recorded. In accordance with the Terms and Conditions of Account Creation available here https://static.relaischateaux.com/neo/legal/cgu_hosp_en.pdf, this Account may be a Guest Recognition Account or a Standard Account.

Booking Terms and Conditions or Booking Terms Means these Booking Terms and Conditions.

Guest(s)	Means any natural or legal person making one or more Bookings.
Open Comments Space	Means the section on the Website in which the Guest can provide the Hotel with any special information about their stay when making a Booking (<i>e.g. preference for a room with a sea view, need for a cot, food allergies, etc.</i>).
Hotel(s)	Means an Association Relais & Châteaux member property whose Offers are presented on the Website or by Telephone.
Offer(s)	Means the offer made by the Hotel to the Guest to provide the Facilities and Guest Services under the terms and conditions defined by the Hotel and presented on the Website or by Telephone.
Facilities and Guest Services	Means the hotel and/or restaurant facilities and services and, where applicable, any extras offered at the time of the Booking (including, but not limited to, treatments, transfers by boat, bouquet of flowers, etc.) provided by the Association Relais & Châteaux member Hotels.
Booking(s)	Means the Guest's acceptance of the Offer according to the terms and conditions agreed between the Guest and the Hotel during the booking process completed on the Website or by Telephone.
RCE Service(s)	Means the service(s) provided by RCE to the Guest as defined in Article 3.
Website	Means the website of RCE, accessible at: www.relaischateaux.com , and the Relais & Châteaux mobile applications, on which the Offers available for Booking(s) are presented.
Telephone	Is a means by which Bookings can be made with RCE. In this case, the Booking Terms and Conditions are available online on the Website.

2. APPLICATION OF THE BOOKING TERMS

The supply of the RCE Service to the Guest is governed by these Booking Terms which form the entire agreement between the Guest and RCE.

The Booking Terms are brought to the attention of the Guest before the Booking is finalised.

Furthermore, the Guest may access these Booking Terms, at any time, at the following address: https://static.relaischateaux.com/neo/legal/cgr_yield_en.pdf and may download and/or print them and keep them on a durable medium.

The Booking Terms shall be sent by post, email or fax to any Guest on request.

The applicable Booking Terms are those in force on the date of finalising the Booking.

No specific condition may prevail over the Booking Terms, unless formally accepted in writing by RCE. Therefore, absent express acceptance, any contradicting condition raised by the Guest shall be unenforceable against RCE, irrespective of when it is brought to its attention.

Any forbearance by RCE in availing itself at any time of any provision of these Booking Terms shall not be construed as a waiver of the right to subsequently avail itself of any of these provisions.

When making a Booking on the Website, by ticking the box accepting these Booking Terms, the Guest acknowledges having read and unconditionally accepts all the Booking Terms.

The Booking Terms apply to the RCE Service as soon as they are accepted by the Guest when making the Booking and until the end of their contractual relationship with the Hotel for said Booking.

Within the framework of the RCE Service, RCE acts as an intermediary between the Guest and the Hotel. Under no circumstances does it act as supplier of the Facilities and Guest Services offered on the Website and by Telephone, which are provided exclusively by each of the Hotels in the manner agreed by the latter with the Guest. The Guest therefore becomes the legal co-contracting party of the Hotel. The terms and conditions of sale specific to each Hotel are accessible when making the Booking before the Guest confirms their Booking. The Guest acknowledges that RCE is not in any way involved in defining those specific terms and conditions.

3. PURPOSE OF THE BOOKING TERMS

These Booking Terms define the terms and conditions under which RCE, as intermediary between the Hotels and the Guest, provides the RCE Service and particularly:

- Presents the Hotels' Offers;
- Receives Bookings from Guests;
- After the Booking, sends all the information necessary for the Booking, as entered online, to the Hotel, for and on behalf of the Guest;
- Also sends the Guest by email, for and on behalf of the Hotel, the Booking confirmation listing the main characteristics and conditions of the Booking and the information relative to the Facilities and Guest Services.

4. HOTEL TERMS AND CONDITIONS OF BOOKING

4.1 Booking

The Guest is informed that to make a Booking, they will have to create an Account in compliance with the Terms and Conditions of Account Creation viewable here https://static.relaischateaux.com/neo/legal/cgu_hosp_en.pdf.

The terms and conditions of the Facilities and Guest Services can be viewed on the Website and are reproduced during the Booking process. They are contained in the Booking confirmation sent to the Guest by email.

By finalising the Booking, the Guest acknowledges having read:

- these Booking Terms;
- the Hotel terms and conditions of Booking, defined exclusively by each Hotel. These specific terms

and conditions defined by each Hotel are available when making the Booking and are mentioned in the cancellation and warranty policy issued by the latter.

4.2 Payment, Rates, Exchange Rates & Cancellation

4.2.1 Payment. Certain Hotels demand one full, non-refundable, non-cancellable, non-modifiable and non-transferrable payment. Consequently, the total amount of the Booking will be debited via the bankcard used to make payment for a Booking. The price of the Booking debited cannot be deferred to a future Booking if the Guest does not stay in the Hotel in which they have made the Booking.

Guests are reminded that RCE processes Bookings for and on behalf of the Hotels. Therefore, **the Guest's payment for the Booking is not collected by RCE but debited directly by the Hotel in question.**

Accordingly, the Guest cannot obtain any refund of the amount of their Booking from RCE, for any reason whatsoever, and should exercise any right they have in this respect directly with the Hotel.

4.2.2 Rates. The rates indicated in the Hotels' Offers apply to a type of room and may vary from one Hotel to another or even within a same Hotel.

4.2.3 Exchange Rates. When making Bookings on the Website, the prices are displayed in the currency chosen by the Guest, which may differ from the currency used by the Hotel. However, the Guest must pay the price to the Hotel in the local currency or in the currency chosen by the Hotel for its sales, and the Booking confirmation will include the amount in this same currency.

When Booking by Telephone, the price will be indicated to the Guest in the Hotel's currency. The Guest must pay the price to the Hotel in the local currency and the Booking confirmation will contain the amount in this same currency.

The price in local currency is firm and final at the time of the Booking confirmation. However, when the Booking is confirmed, the exchange rate may vary. Therefore, the exchange rate applied to the price of the Booking is the rate applicable when the bankcard is debited by the Hotel. Payment for the Booking is therefore subject to exchange rate fluctuations. Additional fees and/or commission may be payable due to this exchange rate fluctuation. These fees and/or commissions do not depend upon RCE and remain entirely payable by the Guest, who is encouraged to enquire about these aspects locally.

If the price of the Booking is refunded by the Hotel, the applicable exchange rate will be the rate applicable on the date of the refund and it may therefore differ from the exchange rate applied at the time of the initial payment. Any difference due to the fluctuation shall not give rise to any refund to the Guest who shall bear the entire cost alone.

When payment is made by bankcard, the amount of taxes and the exchange rate may vary during the period between the Booking and the actual stay. Foreign exchange fees and/or commission for the payment in foreign currency may be applied by the issuer of the Guest's bankcard. The Guest alone will bear the cost thereof, and is therefore encouraged to enquire about these aspects.

4.2.4 Cancellation. Depending on the conditions contained in the Offer, the Booking made by the Guest may take the form of a cancellable Booking with or without fees or a firm Booking which permanently binds the Guest to pay the amount due for the Facilities and Guest Services.

4.3 Minimum number of nights

Certain Hotels impose a minimum length of stay to be able to make a Booking.

Where applicable, this minimum stay is indicated on the Hotel's page when selecting dates or given to the Guest by Telephone.

4.4 Guest's comments when making the Booking

When making a Booking, the Guest is provided with an Open Comments Space in which they may communicate any additional information to the Hotel.

If the Guest does not finalise the Booking, this information will not be saved.

The Guest is informed that any additional information given in the Open Comments Space may not be a material condition of the contract. The Open Comments Space is only made available to the Guest in order to provide the Hotel with additional information which the Hotel will endeavour to take into account. Accordingly, if the Hotel does not reply, the Guest should consider that the Hotel was not able to take the comments entered in the Open Comments Space into account.

If the Guest wishes to add a material condition to their contract with the Hotel, they should contact the Hotel directly.

The Guest agrees to use the Open Comments Space for lawful purposes. They shall refrain from any behaviour that could be considered unethical or contrary to the values and interests promoted by RCE. Therefore, the Guest agrees, in particular, not to publish any content that is unlawful, harmful, injurious, racist, inciting to hatred, negationist, contrary to good morals, invades privacy or interferes with the private rights of third parties, particularly the image rights of persons and property, intellectual property rights or respect for private life. The Guest also undertakes not to steal the identity and/or to publish any personal data of a third party.

RCE disclaims all liability for any comments that may be made by the Guest in the Open Comments Space, which the Guest acknowledges by accepting these Terms.

In addition, if the Guest provides any sensitive data, within the meaning of personal data regulations, in the Open Comments Space, RCE shall process these data in accordance with said regulations. The Guest will find useful information concerning their personal data processing here <https://www.relaischateaux.com/us/p/legal#personnal>.

5. LIABILITY

Guests are reminded that RCE is only liable for the RCE Service specified in Article 3 of these Booking Terms, i.e. mainly the presentation of Offers and the transfer of Bookings to Hotels.

Consequently, RCE shall not incur any liability to the Guest for any failing by the Hotel in providing the Facilities

and Guest Services and particularly in the event of:

- Any non-performance or breach by the Hotel of its obligations arising in respect of the Facilities and Guest Services for which the Booking is made, including, but not limited to, in the event of the Hotel's disappearance as a result of bankruptcy, or total or partial destruction preventing it from fulfilling its obligations (further to damage or fire, etc.);
- Any erroneous information provided by Hotels concerning the Facilities and Guest Services they offer, and published on the Website or provided by Telephone (including, but not limited to, the description of the Facilities and Guest Services, availabilities, terms of cancellation, photographs, prices, etc.);
- Any quality defect associated with the Facilities and Guest Services provided by the Hotels to the Guest; any form of damage suffered by the Guest in connection with the Facilities and Guest Services provided.

The Hotels shall assume full liability in tort and contract to the Guest for the supply of the Facilities and Guest Services. In the event of any failure by a Hotel in the supply of its Facilities and Guest Services, the Guest may only bring an action in liability against the defaulting Hotel.

6. FORCE MAJEURE

Neither RCE nor the Guest may be held liable for any failure to fulfil any contractual obligation where such failure is caused by the occurrence of a force majeure event. Force majeure events shall include, in addition to those ordinarily recognised by the case law of French courts, problems caused by disruptions or interruptions in the supply or operation of telecommunications means provided by networks' operators, any inadequate transfer caused by telecommunications networks and internet, intranet and extranet networks, natural events (lightning, fire, flooding, earthquakes, etc.), acts of war, riots, attacks, epidemics or pandemics, and labour disputes affecting service providers or suppliers of Relais & Châteaux and the Hotels.

The occurrence of a force majeure event shall relieve the debtor of the obligations affected by such an event but only of such obligations, which shall be suspended by operation of law until the effects of the force majeure event have ceased. All the other contractual obligations shall continue to be performed in accordance with the Booking Terms.

7. NO RIGHT OF WITHDRAWAL

As the RCE Service is performed from the time a Booking is made and therefore before the withdrawal period, the Guest expressly agrees to waive their right of withdrawal in accordance with the provisions of Article L.221-28 1° of the French Consumer Code.

8. DATA PROTECTION

The Guest will find all the information concerning the processing of their personal data in the RCE Privacy Policy <https://www.relaischateaux.com/us/p/legal#personnal>.

9. MEDIATION

Failing an amicable settlement with RCE, the Guest may use the consumer mediation service used by RCE, i.e.

the Tourism and Travel Mediation (*Médiation Tourisme Voyage*).

Mediation is an amicable dispute resolution process that is free of charge, confidential and short, and which the Guest and/or RCE is free to accept and stop at any time. The consumer mediator is an independent person tasked with suggesting a solution to the dispute between the professional and the consumer by giving an opinion which the Guest and/or RCE is free to accept or refuse.

The User may freely contact the Tourism and Travel Mediation, whose contact details are available on its website: www.mtv.travel.

Furthermore, pursuant to Article 14 of 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 professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>

10. GOVERNING LAW AND JURISDICTION

Except where a public policy statute applies (which shall only apply within the strict limits of its purpose), it is expressly stipulated that these Booking Terms are governed by the laws of France and that the courts in Paris shall have jurisdiction to hear any dispute arising between the Guest and RCE in connection with these Booking Terms.

11. GENERAL PROVISIONS

Should any clause of these Booking Terms be held to be invalid or unenforceable, the validity and enforceability of the other provisions of these Booking Terms shall not be affected. In this case, the clause considered invalid or unlawful shall be modified by the court to which its validity is referred and construed so as to give effect to it in a manner as similar as possible to the invalid or unlawful provision, to the extent permitted by law.

Unless otherwise notified, no forbearance or delay by RCE in exercising its rights under these Booking Terms shall be deemed a waiver of such rights.

The Guest and Relais & Châteaux recognise the validity and probative force of letters sent by post, emails, text messages, electronic signatures and scanned documents exchanged between them within the framework hereof.

If the Terms are translated into any other languages and in the event of a discrepancy between the French version and the translations, the French version shall prevail.