GENERAL TERMS AND CONDITIONS OF SALE

Booking of "tourism" accommodation by individuals

ARTICLE 1 – PURPOSE

These general terms and conditions of sale apply, without restriction or reservation, to any rental of room(s) within the L'OXYGENE establishment to individual customers, on its website or by email (emails). The main characteristics of the services are presented on the website www.oxygene-hotel.fr. The customer is required to read them before placing an order. The choice and reservation of a room is the sole responsibility of the customer.

ARTICLE 2 - APPLICATION AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Application: These general terms and conditions of sale are up to date as soon as they are published online and cancel and replace any previous version. The company reserves the right to modify them at any time. These general terms and conditions are valid at the time the customer makes a reservation. The version of the general conditions applicable to the customer is the one he received in electronic format when he made his reservation. The company cannot accept any dispute, claim or refund, relating to any interpretation, execution or performance of these general conditions by a third party to the reservation.

Acceptance: Any reservation implies acceptance by the customer of all of these general conditions, who thereby acknowledges having fully read them. This acceptance consists of, for an Internet reservation, checking a box linked to a statement equivalent to the following: "By checking this box, I acknowledge having read and accepted without reservation the general conditions of sale". This fact of checking the box is deemed to have the same value as a handwritten signature on the part of the customer. When booking through another channel (by email or on site, etc.), the customer acknowledges having received a copy of these conditions with their reservation documents. These general terms and conditions, the legal notices and the booking documents sent to the customer form a contractual whole and constitute the entirety of the contractual relations between the customer and the hotelier.

<u>Withdrawal</u>: The company informs its customers that, according to article L221-28 of the consumer code in force in France: "The right of withdrawal cannot be exercised for contracts for the provision of accommodation services, other than residential accommodation, goods transport services, car rentals, catering or leisure activities which must be provided on a specific date or period". Thus, the 14-day withdrawal period does not apply to the reservation of accommodation.

ARTICLE 3 - BOOKING CONDITIONS

The customer (aged at least 18) agrees to book a stay in his or her own name and to occupy the selected accommodation for the duration of the stay. When booking, the customer guarantees the accuracy and truthfulness of the information provided. He agrees to be the sole contact responsible for the company, particularly in terms of financial responsibility and all events that may occur in the context of the booking and the stay. He must ensure that the information provided to him by the company following the booking (e.g. confirmation page and email) contains information that complies with the services he has selected.

ARTICLE 4 - PAYMENT TERMS

Payments made by the customer will only be considered final after actual collection of the amounts due by the service provider. All reservations must be paid before the customer's arrival, regardless of the cancellation conditions defined at the time of booking. Late payment will result in the immediate payment of all amounts owed by the customer, without prejudice to any other action that the service provider would be entitled to take, in this respect, against the customer.

ARTICLE 5 - SECURITY DEPOSIT

A security deposit may be requested from the customer upon arrival. The amount is set at €50 per night and per room.

ARTICLE 6 - METHOD OF PAYMENT

All payments must be made in accordance with these general terms and conditions of sale and before the customer's arrival by one of the following means:

- Bank card from the website (3D secure payment)
- Connect holiday vouchers from the website
- Paper holiday vouchers sent by post to the hotel's address no later than one month before the arrival date.

For payments on site without reservation (at reception, on the day of arrival), only the following methods of payment will be accepted:

• Bank card; paper holiday vouchers, Connect holiday vouchers and cash.

ARTICLE 7 - NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the service provider reserves the right, in the event of non-compliance with the payment terms listed above, to suspend or cancel the provision of the services ordered by the customer and/or to suspend the execution of its obligations after formal notice has remained without effect.

ARTICLE 8 - DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the event of a delayed arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

MODIFICATION:

General provisions: The company reminds that the customer who made the reservation is the only contact responsible for the company.

Modifications from the customer: Any request to modify a reservation must be sent in writing by email to the address: belem73@orange.fr or via our contact form available on the page: www.oxygene-hotel.fr.

In the event of a change in dates or the number of people, the service provider will endeavour to accept requests to modify dates as much as possible within the limits of availability, without prejudice to any additional costs; in all cases, this is simply an obligation of means, as the service provider cannot guarantee the availability of accommodation or another date; a price supplement may be requested in these cases. In addition, a fee of €50 will also be applied in the event of a change of date within 7 days before the customer's arrival.

In the absence of a change, the customer must complete their stay under the initial booking conditions or cancel it according to the conditions of the cancellation insurance.

- Any request to increase the length of your stay will be made subject to availability and according to the rates in force.
- Any request to reduce the length of your stay is considered a partial cancellation and will be subject to the terms of cancellation and interruption of stay, the consequences of which are governed by the articles below.

INTERRUPTION

A premature departure will not give rise to any refund or credit from the service provider.

CANCELLATION

Cancellation by the Customer: Any request to cancel a reservation must be sent by email to belem73@orange.fr or via our contact form available on the page www.oxygene-hotel.fr

a. In the event of cancellation by the customer without taking out cancellation insurance

If the cancellation is motivated by non-payment of an instalment or of the full amount due for the reservation, the customer cannot demand any refund. In the event of cancellation of the reservation by the customer (outside the authorized period), the sums paid, as defined in article 4 - PAYMENT CONDITIONS of these general conditions of sale will be automatically acquired by the service provider, as compensation, and may not give rise to any reimbursement or credit.

b. In the event of cancellation by the customer with a cancellation insurance subscription (Gritchen Safebooking).

In the event of cancellation of the reservation by the customer who has subscribed to the cancellation insurance, the latter must contact the insurance company Gritchen Affinity in writing in order to notify the latter of any loss likely to result in coverage and this within the time limits set by the company. Any request for reimbursement will be managed directly by the company Gritchen Affinity according to the general conditions of the latter and which will have been approved by the customer when booking.

Cancellation in the event of a pandemic:

In the event of total or partial closure of the establishment during the reserved dates of the stay (which is considered to be a measure of total or partial prohibition of reception of the public, insofar as the customer is directly affected by the application of this measure) decided by the public authorities, and which is not attributable to the service provider, the sums paid in advance by the customer for the reservation of the stay will be entirely retained by the service provider. Only customers who have taken out cancellation insurance will be entitled to a refund.

6.5. CANCELLATION INSURANCE (SAFEBOOKING GRITCHEN):

Cancellation insurance can be taken out for all reservations made online on the hotel's website: www.oxygene-hotel.fr. The price of the contribution is equal to 4.5% of the total amount of the reserved stay. Any reservation made on another channel or merchant site (e.g. booking.com, hotel.com, google, etc.) will not be able to benefit from this cancellation insurance.

When the Insurance guarantees are at stake, the insured must imperatively notify Gritchen Affinity in writing of any loss likely to result in one of the guarantees of the Contract within the time limits set by the company. You must send all the necessary supporting documents to support any guarantee request

- On the website: www.declare.fr
- By email: <u>péché@declare.fr</u>
- By post: Gritchen Affinity Service sinistre 27 rue Charles Durand CS70139 18021 Bourges Cedex

In the event of cancellation, the customer must inform the hotelier of their withdrawal as soon as an event occurs that prevents their arrival by email to the following address: belem73@orange.fr

S.A.S. La Lauzière de Val with capital of 8,000 euros

N° Siret: 524 930 922

registered with the RCS of Chambéry

N° TVA: FR09524930922

Telephone: 04 79 09 81 80 Email: belem73@orange.fr

Internet: www.oxygene-hotel.fr

IBAN FR76 1810 6008 1096 7210 8812 741 - BIC AGRIFRPP881