



## GENERAL TERMS & CONDITION OF SALE

Hotel Saint Martin\*\*\*\* Saint Martin de Belleville, France, provides hotel and restaurant services.

### **ARTICLE I : Application of the General Terms and Conditions of Sale**

These general terms and conditions of sale are applicable to the services rendered by the establishment. Any booking or service provided by Hotel Saint Martin implies full and unreserved acceptance of these terms and conditions by the client. The client confirms to have read the general terms and conditions of sale proposed by Hotel Saint Martin and to have requested and obtained all necessary information to make a booking in knowledge of all of the terms. Given the diversity of our rooms, there are several differences in terms of the configuration and decoration. In all media and on our website we offer a general description of our rooms and photographs as a guide. For more detail, please contact us. Any claim concerning differences may not be taken into account insofar as the fundamental characteristics of the offer have not been affected. The general terms and conditions of sale are applicable to all Hotel Saint Martin booking channels (telephone, email, face to face booking,...etc.)

### **ARTICLE II : Prices & Offers**

#### **Room Prices**

The prices confirmed at the time of the booking request are fixed until the end date of the booking option. After this period, they are subject to change. Our prices are given in euros and include taxes, except for the residency tax and any additional services which are payable at reception. They are subject to change in the event of any change in legislation and/or regulations likely to lead to price variations such as: modification of the VAT rate applicable, implementation of new taxes, etc. Only that price indicated in the booking confirmation is contractually binding. The rate of the residency tax will be that in force as indicated in the decree of the Saint Martin de Belleville Town Hall and invoiced per day and per person over 18 years old. **Meals not taken will neither be deducted or deferred.**

#### Prices for "half-board" include :

- Accommodation
- Buffet breakfast in the hotel restaurant "la Salle à Manger", or with extra cost continental breakfast in bed. Some room services may be invoiced separately, please refer to the price list in force.
- Dinner in the "la Salle à Manger" restaurant
- Access to the Wellness Space (sauna – hammam – fitness).
- Wi-Fi access.

#### Prices for "half-board" do not include :

- Beverages
- Special evenings except for specific offers
- Room service menu
- Meals in le "Grenier" restaurant
- Mini bar
- Covered garage
- Ski passe (excluding from our packages)
- Baby sitting

#### **Promotional & Package Stay**

##### Special offers and prices :

Special offers and prices proposed by the hotel are granted nominatively and periodically. These offers are non transferable and do not carry any obligation for renewal and may not be accumulated with any other offer. In the event of booking a package/special offer, any service that is not used and included within the package/special offer may not be reduced, nor reimbursed and does not lead to any deferral, nor compensation.

### **ARTICLE III : Terms and Conditions of Booking, Amending & Cancellation**

#### **Terms and Conditions for Booking**

The client undertakes, prior to making any booking, to complete the information requested in the booking request. S/he certifies the accuracy and correctness of the information sent. The total amount of the stay is due before arrival at the hotel and in line with the dates indicated. In the event of failure to respect these payment terms, the booking will be cancelled. In the event of clients turning up without receipt of the entire payment for the stay before arrival, the hotel reserves the right to refuse access to rooms.

##### Terms and conditions for booking :

All bookings should be confirmed by an initial payment equating to 50% of the total amount due for the stay. Subsequently, the balance of the stay should be paid 30 days prior to the date of arrival.

If the booking is made less than 30 days before the arrival date, the total advance payment for the stay should be made to confirm.

##### Terms and conditions for group & seminar :

All bookings should be confirmed by an initial payment equating to 50% of the total amount due for the stay. Subsequently, the balance of the stay should be paid 90 days prior to the date of arrival.

If the booking is made less than 90 days before the arrival date, the total advance payment for the stay should be made to confirm.

##### Hotel capacity :

Accommodation is provided for a precise capacity, set forth in the booking confirmation document. Notwithstanding written confirmation from the booking team, the addition of an additional bed in rooms is not possible. If the number of residents exceeds the maximum capacity, and that which is permitted by standards in force, the hotel reserves the right to refuse access to additional persons for reasons of security and insurance. In this instance, any change or termination of the contract will be considered as at the initiative of the client. It is also reminded that any young children are considered as a full person.

##### Allocation of rooms :

Notwithstanding express written confirmation, it is not possible to guarantee a room number, location or exact position of the room in advance.

#### **Organisation of bookings**

The room(s) will be made available from 4pm and clients should depart before 10am on the date of departure. In the event of leaving the room later, an additional night or additional costs may be billed. A credit card and valid identity documents should be presented upon arrival. Failing this, Hotel Saint Martin reserves the right to refuse access to your accommodation. You are requested to complete a police identification form upon arrival pursuant to regulations in force.



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### **Terms and Conditions for Cancellation and Amendement (excluding offers)**

#### **- Terms and conditions for cancellation :**

In the event of partial or total cancellation over 90 days from the arrival date, we will retain a one night penalty per period of 7 nights and per room booked. In the event of partial or total cancellation between 45 days and 30 days before the arrival date, the 50% deposit will be retained as cancellation fee and no other charge will be requested.

In the event of partial or total cancellation within 30 days before the arrival date, the total pre-payment for the stay will be retained as a cancellation fee. Under 30 days before or during your stay, in the event of any amendment, reduction in the number of nights booked, late arrival or early departure, the total number of nights previously confirmed will be payable. All cancellations should be notified to the booking team by letter or email. The date of receipt of the letter or email will constitute the date of cancellation.

#### **- Terms and conditions for cancellation of special group & seminar bookings :**

Up to 91 days before the arrival date, a one night penalty is retained, per week and per room booked.

Between the 90th day and the date of arrival, the total pre-payment for the stay will be retained as a cancellation fee.

#### **- In the event of a no-show:**

In the event of a no-show, the booking will be automatically cancelled the following day at midday, not with standing any other notification in writing or by telephone confirmed by email within 24 hours. The total amount of the stay will be retained. The hotel reserves the right to re-allocate all rooms within 24 hours.

#### **- Terms and conditions for reimbursement :**

Reimbursement is undertaken by bank transfer in line with the terms and conditions of cancellation, within a maximum of one month after written confirmation of the cancelled booking and upon presentation of the bank details for the person making the booking. The hotel may not be held liable in the event of any personal, financial, political or weather conditions which lead to cancellation. It is recommended that you take out cancellation insurance with your travel agent or insurer, or bank.

### **Payment Terms**

At the end of your stay all deposits will be deducted from the final bill, for the initially planned period of the booking. The balance is payable on the day of departure. Notwithstanding any provision to the contrary, no payment extension is granted. Failing payment, the hotel reserves the right to debit amounts due from the bank card of which the details were issued as a guarantee upon arrival. Hotel saint Martin hereby reserves the right to charge fees in the event of payment of expenses by bank card.

### **ARTICLE IV : Theft & Damages**

Clients are responsible for protecting their own assets and material. A safe-deposit box is provided in your room. Clients should inform the establishment of any damage for which s/he is responsible. S/he is liable for all damages caused by his/herself and undertakes, in the event of damage caused to the accommodation provided (room, communal areas such as the Wellness Space, lounge, etc.) to bear all repair costs.

### **ARTICLE V : Use of Rooms**

The client undertakes not to invite any person whose behaviour is likely to cause prejudice to the establishment, with the latter reserving the right to intervene where necessary. The client may not bring in any drinks or food from outside without the prior consent of management. The client undertakes to ensure respect, of all instructions and regulations of the establishment (notably the prohibition to smoke). Our rooms are all no smoking: Pursuant to Decree no. 2006-1386 of 15/11/2006 setting forth the terms and conditions for smoking in collective premises, any client failing to respect this provision will be immediately billed 150 euros for damage and compensation for additional cleaning costs. If the infringement is observed after departure of the client, Hotel saint Martin reserves the right to withhold the amount from the bank card of the defaulting client for damage or compensation. An invoice will then be established and issued.

### **ARTICLE VII : Animals**

Little Dogs are accepted in the establishment in return for a supplement per night. They are allowed when kept on a leash, in communal areas, but are not allowed in restaurants and Wellness Space.

### **ARTICLE VIII : After Sale**

Our teams on site are available during your stay to respond to any concerns, resolve any issues encountered and allow you to fully enjoy your stay. Please contact them for any requests. Any claim after your stay must be sent: By recorded delivery letter, with acknowledgement of receipt to Hotel Saint Martin, rue des Grangeraiés, Saint Martin de Belleville, 73440 Les Belleville, or an email to [reservation@hotel-stmartin.com](mailto:reservation@hotel-stmartin.com) within 15 days following the end of your stay. We draw your attention to the fact that the longer you wait to notify us of your claim, the more difficult it will be to resolve your claim in your best interest. We would kindly request that you specify, in your letter, the name of the person having booked the stay, the booking number, the place and dates of your stay and type of room booked so as to facilitate handling of your case. Similarly, please attach all supporting documentation to your letter to allow us to limit the deadline for handling your claim. Any dispute, claim or issue pertaining to the terms and conditions for booking a stay or hotel room are governed by French law and the local courts in French Department of Savoie (73). It is incumbent upon you to seek information, prior to booking, as to any local events such as carnivals, religious festivals, national holidays or other which may affect your stay. No claim may be made concerning these subsequently. In case of dispute between the customer and the professional: the parties shall attempt to settle it amicably. In case of failing amicable agreement, the consumer is free to take to the ombudsman dedicated to the professional: " Association des Médiateurs Européen (AME CONSO) ". The ombudsman must be take within 1 year after the date of the complaint was brought to the professional. There is two ways to complain to the ombudsman: you can fill-in the form in the website of " AME CONSO " : [www.mediationconso-ame.com](http://www.mediationconso-ame.com) or you can send a letter to : AME CONSO, 11 Place Dauphine -75001 PARIS France.

### **ARTICLE IX : Personal Data**

Your personal data is collected by Hotel Saint Martin in its capacity as data protection controller, and integrated into the database. Some data is essential for managing your booking and will also be used to send you information and/or promotional offers concerning products and services. Pursuant to the provisions set forth under the "Data Protection and Freedom of Information Act" of 6th January 1978, you have a right to access and modify your data, and a right to object to commercial canvassing which can be exercised by sending a letter to the hotel.