



1. Preamble

The hotel called LA MAISON DES TÊTES is operated by the company called LA MAISON DES TÊTES, Limited Liability Company with capital of 680 532,88 euros, headquartered at 19 rue des Têtes - 68000 Colmar, registered at the Commerce and Business Registry of Colmar under no. 400 149 936, whose inter-community VAT no. is FR 33 400149936, (hereafter "The Hotel").

LA MAISON DES TÊTES offers its customers the possibility of reserving hotel rooms through its website www.maisondestetes.com (hereafter the "Site"), by email sent to contact@maisondestetes.com, by telephone at +33 (0)3 89 24 43 43) or via various reservation websites (e.g.: booking.com). Meeting rooms may only be reserved by telephone or email.

The present terms and conditions of sale of LA MAISON DES TÊTES (hereafter the "TCS") define the rights and obligations of the parties within the framework of reserving rooms at the Hotel and the other services offered by LA MAISON DES TÊTES.

Any reservation is deemed as acceptance without restriction or reserve by the Customer of the TCS, either on the website at the time of the reservation by checking the box specified for this purpose, or on paper at the time of check-in.

The Customer declares to have obtained all necessary information from LA MAISON DES TÊTES on the Site, and to have full legal capacity permitting it to commit itself under the TCS.

The Customer has the option of saving and printing the TCS from the Site by using the standard functionalities of his browser or computer, or he may request a paper copy at the time of Check-in.

The Site mentions the following information:

- the essential characteristics of the lodging proposed;
- the additional services proposed;
- the prices;
- the payment terms;
- the TCS;
- the duration of validity of the offer and the price of it;
- the minimal duration of the contract offered, if applicable.
- the means of payment accepted.

2. Definitions

In the remainder of the present document, the terms below shall take the following meaning:

“Confirmation of receipt”:

Email sent by LA MAISON DES TETES to the Customer restating the reservation made by the Customer and confirming receipt of it.

“Confirmation of reservation”:

Paperless document which restates the characteristics of the services reserved by the Customer, and by which he eventually enters his bank card number for a prepayment or guarantee. Acceptance of the confirmation of reservation serves to commit the customer contractually.

“Customer”:

Natural person or company acting for his personal or professional needs.

“Consumer”

Any natural person who acts for purposes that are not within the framework of his commercial, industrial, trade or employment activities"

“Email”:

Any message in the form of text, voice, sound or image, sent by a public communication network, stored on a server on the network or in the terminal equipment of the recipient, until this latter party collects it.

“Request for reservation”:

Reservation request for hotel rooms made by the customer by any means.

“Partners”:

Suppliers of services accessible through the Site or mobile Services and, notably, tour operators, car rental companies, suppliers of train or plane tickets.

« PLBS » or « Paiement pour la Location de Biens et Services » (*Payment for Rental of Goods and Services*):

Bank card acceptance solution to permit pre-authorization at the time of booking, to verify the customer's account and to ensure that it is eligible for payment of the amount due, to create a card imprint as well as a file number, to debit the account of the actual amount of the service, including in case of cancellation of the service and to create an additional invoice to increase or decrease the amount owed by the customer.

“On-line reservation”:

Reservation of hotel rooms through a paperless reservation system on the Site.

“Service”:

Reservation of hotel rooms whose essential characteristics are presented on the Site.

“Site”:

Electronic service operated by LA MAISON DES TETES on the Internet and accessible at address www.maisondetetes.com.

3. Reservations

- a. The Customer acknowledges having become familiar with the nature, purpose and terms of reservation of the services available on the Site, and having requested and obtained the necessary and/or additional information for making his reservation with full knowledge of the consequences. The Customer attests to the truthfulness and accuracy of the information provided.

- b. On the Site, the Customer will be able to reserve, on an individual basis and for his personal needs, a maximum number of three (3) rooms per reservation. For reservations concerning business groups, meetings, seminars..., it is necessary to make contact by telephone or email.
- c. The Customer is solely responsible for his choice of services and the appropriateness of them for his needs, such that the liability of LA MAISON DES TETES may not be sought in this regard.
- d. The reservation is deemed established upon confirmation of it by LA MAISON DES TETES, or at the time of prepayment on-line by bank card or by effective payment of the deposit for group reservations (see article 4.).
- e. Prior to making a reservation, the Customer agrees to complete the information requested on the form or at the time of the request for reservation. He also agrees, if applicable, to provide the number of the gift voucher that he intends to use to pay for all or a portion of the stay reserved.
- f. The Site or LA MAISON DES TETES confirms receipt of the Customer reservation by immediately sending an email.
- g. In the case of an on-line reservation, the confirmation of receipt of the reservation by email restates the offer of the contract, the services reserved, the prices, the terms and conditions of sale related to the price selected, accepted by the customer and the date of the reservation made.
- h. The client declares that he/she has read and accepted the present Terms and Conditions of Sale by checking the box provided for this purpose before the online reservation procedure is carried out. Or by confirming a reservation by phone or email, these conditions being always available on our website.

4. Deposit

a. Reservations at the "not subject to cancellation or reimbursement" price

Reservations at the "not subject to cancellation or reimbursement" price are payable in full at the time of the reservation.

b. Other reservations

- i. Group reservations (four or more rooms) are only accepted in exchange for payment of a deposit equal to 50% of the amount of the stay.

The deposit may be paid:

- Either by bank card: VISA – MASTERCARD.
- Or by cheque made payable to La Maison des Têtes
- Or by bank wire: contact us.

- ii. Reservations for fewer than four rooms are not subject to payment of a deposit, but presume, as PLBS is concerned, communication by the Customer of payment information by a Visa or MasterCard (cardholder name, number, date of validity, cryptogram).

5. Cancellation or modification by the Customer

- a. In application of article L. 121-21-8 12° of the Consumer Code, the Customer does not have the right of retraction specified in article L. 121-21 of the Consumer Code.
- b. With the exception of reservations made at the "not subject to cancellation or reimbursement" price, reservations may be cancelled under the following conditions:

Conditions of cancellation of group reservations for four to seven rooms
(D= day of arrival)

- Cancellation D-15: cancellation at no charge.
- Cancellation between D-14 and D-4: payment for 50% of nights cancelled.
- Cancellation D-3: payment for 100% of nights cancelled.

Conditions of cancellation for group booking of eight rooms or more
(D= day of arrival)

- Cancellation D-30: No cancellation fees.
- Cancellation between D-29 and D-15: payment due for 50% of nights cancelled.
- Cancellation D-14: payment due for all nights cancelled.

Conditions of cancellation of reservations other than group reservations
(D= day of arrival)

- Cancellation D-3 (at noon) : cancellation at no charge.
- Cancellation between D-2 and D-D: payment for first night of stay.

When it is possible, cancellation must be confirmed by postal mail, fax or email.

6. Stay at the Hotel

- a. A reservation is associated with a name and may not under any circumstances be transferred to a third party, either free of charge or for a price.
- b. The maximum number of persons per room is two (2).

However, certain superior, luxury and duplex rooms are equipped with an additional bed (sofa bed) which may sleep one adult or two children of age 14 or under, billed, in this case, at the price of 40 € per night.

It is possible to add a child bed at the rate of 13 € per night, for a child up to the age of 3.

- c. Rooms are available from 4pm on the day of arrival and must be vacated by 12am on the day of departure, regardless of the time of arrival or departure of the means of transport used, unless otherwise expressly agreed.
Any unauthorized overrun will be billed at €30 per 15 minutes.
Subject to availability and on request, the room may be kept until 3pm at the latest on the day of departure, subject to a supplement:
-20€ if the room is returned at 1pm,
-40€ if the room is returned at 2pm,
-60€ if the room is returned at 3pm.
If the room is not vacated by 3pm, the customer will be charged an additional night's stay.
- d. Pursuant to Article R. 611-42 of the Code of Entry and Residence of Foreigners and the Right of Asylum, upon arrival at the Hotel, the Client will be asked to present an identity document and to fill out a police form in order to confirm his/her identity.
- e. Animals are permitted as long as they are kept on a leash or in a cage in the common areas of the establishment. In any event, LA MAISON DES TETES reserves the right to refuse entry to any animal that it considers as dangerous or whose behaviour is of a nature to disturb the calm and comfort of the Customers of the Hotel. Price: 20€ per night and per animal.

- f. The Customer agrees and commits to using the room in a responsible manner. As such, any behaviour which is contrary to good moral standards and public law and order will result in LA MAISON DES TETES asking the Customer to leave the establishment, without any indemnity or reimbursement, if payment has already been made. In case no payment has been made, the Customer will have to pay for the nights for which accommodation was provided before leaving the establishment.
- g. The Hotel offers free WIFI access permitting Customers to connect to the Internet. The Customer agrees that the IT resources made available by the Hotel shall not under any circumstances be used for the purposes of reproduction, representation, availability or communication to the public of works or objects protected by copyright or by a similar right, such as texts, images, photographs, musical works, audiovisual works, software and video games, without authorization from the owners of the rights specified in books I and II of the Intellectual Property Code when this authorization is required. If the Customer does not comply with the aforementioned obligations, he risks being found guilty of the violation of infringement (article L.335-3 of the Intellectual Property Code), punished by a fine of 300,000 euros and three years of imprisonment. Furthermore, the Customer is required to comply with the security policy of the Internet service provider of the Hotel, including the rules on use of the means of security put in place for the purpose of preventing unlawful use of the IT resources, and to abstain from any act posing a threat to the effectiveness of these resources.
- h. The Hotel has 12 private parking spaces, offered at the price of 25 € per night, depending on availability & exclusively upon reservation.
- i. The general ban on smoking in hotels and restaurants is applicable in France since 2/01/2008 in all public places, and therefore applies within the hotel and in general within the whole establishment of the company LA MAISON DES TETES. A fixed penalty of 150 Euros will be applied in case of any inconvenience (smell, cigarette butts, burns...).
- j. Starting from 10:00 p.m., access to the Hotel is only available by the access door to the parking area, by means of a digital code panel, for which the code will be provided to the Customer at the time of check-in.
- k. Any request to change rooms more than one hour after check-in and remittance of the keys will be billed an additional amount equal to 35% of the price of the room initially assigned.
- l. Any bed and therefore sheet change request at the time of check-in (from a double bed to two singles or vice-versa) will result in an additional charge of 12 Euros.
- m. You are given a key card when you check-in which must be returned when you check-out otherwise you will be billed 20 Euros for each missing card.
- n. The Hotel can organize transport, with its usual partners, from or to the airport or the nearest train stations. For this purpose, the Customer provides the Hotel with his flight information (Airline, flight number, time of departure and/or arrival) and, at least three days before the date of the beginning of the stay, the following information: last and first names of the persons to be transported. The customer will be billed 50 euros for any cancellation less than 48 hours before the date of transport, which will be charged in accordance with article 8 p).

7. Price

- a. Prices related to the reservation of services are indicated before and during the reservation.
- b. The prices indicated are expressed per room for the number of persons and the date selected.
- c. The prices are confirmed to the Customer in euros incl. tax.
- d. All reservations, regardless of their origin, are payable in euros.
- e. The vacation tax and the additional services (breakfast, parking, additional bed, baby bed, animals, half-board, dining, full-board...) are not included in the price and are, therefore, to be paid directly on site to the Hotel.
- f. The prices take into account the VAT applicable on the day of the order and any change in the applicable rate of VAT shall be automatically reflected in the prices indicated on the date of billing.
- g. Any modification or implementation of new legal or regulatory taxes imposed by the competent authorities will automatically be passed on to the prices stated on the date of billing.
- h. LA MAISON DES TETES will indicate the amount of the stay reserved at the time of confirmation of the Customer reservation.
- i. Certain promotional offers may be available on-line and may be sold exclusively on-line, and may not, under any circumstances, be sold at the Hotel reception desk.

8. Payment

- a. The Customer shall provide his/her bank details as a guarantee for the reservation by credit or debit card (Visa, Mastercard, American Express), indicating the card number, as well as its date of validity (it is specified that the bank card used must be valid at the time of the stay) and the visual cryptogram in the case of prepayment via the payment platform www.secure-hotel-booking.com. The customer must present the bank card that was used to guarantee the reservation or to make the prepayment or the deposit to the Hotel. The Hotel will take a copy of this card and may verify the Customer's creditworthiness for the purposes of the PLBS. The Customer will also be asked to show proof of identity in order to prevent credit card fraud, which the Customer accepts without reservation.
- b. The debit for payment is done at the Hotel at the time of the stay, except in case of special conditions or pricing, in which case the debit for payment is done at the time of the reservation (prepayment on-line for certain prices). This prepayment is qualified as a deposit. In the case of a price that has not been pre-paid on-line, the Hotel will be able to request that the Customer, at the time of his arrival, pay a security deposit or provide authorization to debit the credit card, for the purpose of paying the amounts for services consumed on site.
- c. In case of a *no show* (reservation not cancelled – customer not present) for a reservation guarantee by a bank card, the Hotel will debit the Customer, as a set indemnity, for the amount of the first night on the bank card that was given to guarantee the reservation.
- d. LA MAISON DES TETES has chosen www.secure-hotel-booking.com to secure on-line payments by bank card. Validity of the payment card of the Customer is verified by means of the PLBS software. The bank card may be refused for several reasons: stolen card, blocked card, limit reached, entry error... In case of a problem, the Customer will have to contact its bank, on one hand, and the Hotel, on the other hand, to confirm his reservation and his mode of payment.

- e. If the Customer reserves several rooms but prepayment is only necessary for one room, for example, the payment card that is used on the payment platform www.secure-hotel-booking.com makes it possible to pay for the room concerned by the prepayment, and the payment card that will be entered will serve to guarantee the other rooms.
- f. At the time of the prepayment, the amount that is debited at the time of the reservation includes: the price of lodging, the price of dining, if breakfast is chosen, and all other additional services selected by the Customer.
- g. In the case of a price subject to prepayment on-line, the amount paid in advance is debited at the time of the reservation.
- h. Any missing items in comparison to the inventory available at the hotel reception desk (for example: bottle opener, towels, robe, decorative object, ...) will be billed to the Customer and debited in the manner specified in paragraph n. below.
- i. The expenses of sending to the customer of any object forgotten during his stay are invoiced to him.
- j. Any booking for lunch or dinner in the "Restaurant GIRARDIN" gastronomic restaurant is subject to the terms and conditions of sale available on the www.maisondestetes.com website, and notably involves prepayment of a sum of 150 euros per person made via the www.paymytable.com payment platform.

For the LA MAISON DES TETES Brasserie, the table will be reassigned in case of unreported delay of more than 15 minutes.

- k. **The Customer expressly and irrevocably authorizes LA MAISON DES TETES to debit the bank card for which the references were provided by the Customer for the purpose of paying any amounts due for the stay, including the cost of repairs for any damage, breakage, theft, etc. attributable to the Customer and/or to the persons accompanying him.**

9. Responsibility

- a. The photographs presented on the Site/Brochures/Posters are not contractual. While all effort is made for the photographs, graphical representations and texts reproduced to illustrate the hotels present as accurate an impression as possible of the lodging services offered, variations may occur, notably due to changes in furnishings or eventual renovations.
- b. Hypertexts links may connect to sites other than the Site of LA MAISON DES TETES, which declines any liability regarding the content of these sites and the services proposed.
- c. Any reservation or payment which is irregular, ineffective, incomplete or fraudulent for a reason attributable to the Customer shall result in cancellation of the order at the expense of the Customer, without prejudice to any civil or penal action against this latter party.

10. Respect of privacy

- a. The Customer is informed, on each of the on-line forms used to collect personal information, about the obligatory or optional nature of responses, by the presence of an asterisk. Requests for optional information are intended to better understand the customer and improve the services which are offered to him.
- b. In the absence of information identified as obligatory, LA MAISON DES TETES may not be able to record the reservation or address complaints from the customer.

- c. The information processed is intended for LA MAISON DES TETES, its partners, service providers and, notably, on-line service providers, to which the Customer authorizes communication of his personal information.
- d. Within the framework of the pre-contractual measures with a view to reservation or execution of the reservation contract, they may, each as he is concerned, receive information on identity, personal life and professional life, information of an economic or financial nature, notably for the purposes of hotel reservations and handling of complaints, but for exclusively non-commercial purposes, of which the Customer declares to be aware and to accept.
- e. The Customer has the right to access, modify, rectify and eliminate the information which concerns him. To exercise this right, the Customer may contact LA MAISON DES TETES to make the request at the postal and email addresses mention of the beginning of the present TCS.
- f. The processing of personal information was the subject of a declaration with the Commission nationale Informatique et Libertés.

11. Agreement on proof

- a. Entry or remittance of the required banking information, as well as acceptance of the present terms and conditions and of the form or request for reservation, constitutes an electronic signature which has the same value between the parties as a handwritten signature.
- b. The electronic records in the IT systems of LA MAISON DES TETES shall be kept under reasonable conditions of security and considered as proof of communications, orders and payments having taken place between the parties.
- c. The Client is informed that his IP address is recorded at the time of the reservation.

12. Relocation

In case of unavailability of the Hotel, a technical problem in the Hotel, work or for any other reason, excluding a case of force majeure, the Hotel will make its best effort to totally or partially lodge guests in another Hotel with the same services, of the same type and of the same level of quality.

The eventual surcharge for the room, transport between the two hotels and a telephone call will be under the responsibility of LA MAISON DES TETES, which may not be sought for payment of any additional indemnity.

13. Force majeure

- a. Force majeure is understood as any event external to the parties which is unforeseeable and insurmountable, which prevents LA MAISON DES TETES from fulfilling all or a portion of the obligations specified in the contract (examples: fire, water damage, room vandalized by the previous Customer...).
- b. LA MAISON DES TETES will not be able to be held responsible by the Customer in case of non-fulfilment of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends, for LA MAISON DES TETES, execution of its obligations and that each party retains responsibility for the expenses resulting from it.

14. Settlement of disputes

- a. The Customer is informed by LA MAISON DES TETES about the possibility of resorting to a procedure of contractual mediation in case of a dispute relative to the present terms and conditions, or to any other alternative manner of settling disagreements.
- b. Complaints relative to non-delivery or poor delivery of the hotel services must, under penalty of forfeiture, be expressed to LA MAISON DES TETES in writing in the eight days following departure from the hotel, sent directly to the hotel or to the contact information for Customer Service indicated at the beginning of the present TCS.
- c. After having referred the matter to customer service or to the hotel and attempted to resolve the dispute amicably, in the absence of amicable resolution within a period of 60 days following the date of referral, the customer may refer the matter to the Médiateur du Tourisme et du Voyage (tourism and travel mediator) whose contact information for referrals is available at the website <http://www.mtv.travel>.

15. Applicable law - Language - Competent Court

The present Terms and Conditions of Sale are governed by French law.

Only French version of the present Terms and Conditions is binding.

In case of a persistent dispute, exclusive competence is assigned to the Courts within the jurisdiction of the Tribunal de Grande Instance de Colmar, including for urgent proceedings.

16. Entire agreement

- a. The present TCS and the form or request for a reservation express all the obligations of the parties.
- b. No general or specific condition communicated by the Customer will be able to be included in the present terms and conditions.
- c. The contractual documents stating the contractual commitments between the parties are, in decreasing order of relevance, the form or request for reservation (including the special conditions for the price reserved) and the present TCS.
- d. In case of contradiction between the reservation form and the TCS, the provisions appearing in the reservation form shall be solely applicable for the obligation in question.

17. Evolution/modification of the Terms and Conditions of Sale

The present TCS may be modified and/or completed by LA MAISON DES TETES at any time. In this case, the new version of the terms and conditions of sale will be uploaded by LA MAISON DES TETES. Once they are placed on-line, the new version of the TCS shall automatically apply for all Customers.