

## **GENERAL TERMS OF SALES**

Terms used herein with a capital letter without having previously been defined have the meaning given to them below:

"Client" means a natural person, of full age, acting for his personal needs and having full legal capacity to commit hereunder.

"Hotel" means the hotel **ASTON LA SCALA**, operated by the company **SAS HOTEL ASTON LA SCALA**, whose registered office is at **12 avenue Felix Faure**, registered with the RCS of **Nice** under the number **798 563 003**.

"Site" means the website <https://www.hotel-aston.com>

### **1. Scope of application**

These general terms of sale ("GTS") apply to all reservations of hotel rooms and ancillary services offered by the Hotel to Clients on the site, by telephone, by e-mail, by post, on place, with our reservation service or through an online travel agency.

They cancel and replace any previous version.

The Client declares to be of legal age and to have full legal capacity allowing him to engage under these GTS.

The GTS may be supplemented by specific conditions of sale appearing in the description of the service (hereinafter defined as "Conditions of Sale of the Tariff").

In the event of a contradiction between the GTS and the Tariff Conditions of Sale, the Tariff's Conditions of Sale will be the only ones applicable for the obligation in question.

Any reservation assumes full and unreserved consultation and acceptance of these GTS and the Tariff's Conditions of Sale.

### **2. Arrival time / departure time**

The room, suite or apartment will be available from the arrival time indicated below. On the day of departure, the room, suite or apartment must be vacated at the latest at the departure time indicated below. The invoicing of an additional night may result from failure to respect this departure deadline.

It is recommended to use the «comments or additional information» checkbox of the reservation form to advise of the estimated time of arrival, particularly if it is late.

Arrival time (from): 3 p.m.

Departure deadline: 12h00

Reception opening hours: 24/24

Rooms can be checked before check out. In the event of damage observed, penalties to be paid in cash to cover the costs of cleaning, replacement and / or repair may be billed to the Client during check out.

### **3. Prices / Taxes**

Prices may change depending on the time and day of booking.

The prices are indicated in Euros including VAT. They take into account the VAT at the rate applicable on the day of the reservation; any change in the rate applicable to VAT will automatically be reflected in the rates indicated on the invoice date. The same will apply to any modification or introduction of new taxes imposed by the competent authorities.

City tax, government or local taxes can be requested s surcharge and have to be paid directly on site at the hotel unless otherwise provided when booking.

The prices mentioned on the Site are subject to change at any time by the Hotel without prior information or notice. Only the price indicated in the reservation confirmation by the Hotel is contractual.

A credit card number is required to confirm any reservation. In the case of a cancellable and modifiable reservation, the Hotel pre-authorizes the credit card for security reasons. In this case, payment will be made on site upon arrival of the client. In the case of a non-cancellable reservation, the credit card provided will be debited for the full amount at the time of reservation.

In case of refusal by the bank card center or in case of invalid card, the Hotel reserves the right to cancel the reservation without notice.

The holder of the credit card used for the reservation must be that of the person staying at the establishment. The Client must present himself at the hotel with his identity document and the bank card which made it possible to guarantee the reservation or to make the prepayment.

If these conditions cannot be met, the price of the reservation must be cashed at the time of check-in at the latest.

#### **4. Reservation / cancellation**

Any reservation becomes final only after receipt of written confirmation from our reservation department.

As a reminder to the client, in accordance with Article L. 22 12 8 Section 12 of the Consumer Code, it does not have the right of withdrawal.

The Conditions of Sale of the Tariff specify the terms for canceling and / or modifying the reservation. Reservations with prepayment may not be subject to any modification and / or cancellation. The deposit will not be refunded.

In case of no show, the Hotel will charge 100% of the total amount of the reservation and the room will be made available.

**Relocation**In the event of non-availability of the establishment, in the event of force majeure, a technical problem in the Hotel or for any other reason, the latter reserves the right to have the Clients fully or partially accommodated in a Hotel of the category equivalent for services of the same nature. The Hotel cannot be sought in payment of any additional compensation.

#### **6. Force majeure**

Neither party will be held responsible towards the other party for breach of its obligations under a force majeure event. It is expressly agreed that force majeure suspends, for art parts, the performance of their mutual obligations and each party shall bear the burden of all costs and obligations resulting from force majeure.

Are considered as force majeure cases usually recognized by the jurisprudence of the Supreme Court, and in particular, the pandemic (excluding Covid 19), the ' attack terror, destruction of the Hotel, a power cutoff the hotel in electricity, water or heating, or even a strike movement of the staff.

## **7. COVID-19**

In the current health context linked to the COVID-19 pandemic, it is expressly agreed that in the event of confinement in France and / or in the Client's country of origin, in the event of closure of the borders between France and the country of origin of the Client, or in the event of an impediment to travel imposed by administrative or governmental measures, the Hotel accepts either to postpone, under possible new conditions, the reservation is to reimburse the full price already made by the Client, regardless of the notice period by the Client .

## **8. Transport**

It is specified that the Hotel does not provide any service related to transport. It can therefore in no case be held responsible for problems related to the transport of Clients (delay, cancellation, etc.).

Exceptionally, as part of package deals, the Hotel may offer accommodation and transport services. In this case only, the Hotel will be responsible, in accordance with the law, for the proper execution of the package.

## **9. Tobacco**

It is strictly forbidden to smoke and vape in all Public and private areas of the hotel, outside the spaces specifically provided for this purpose.

A cleaning fee of room in the amount of two hundred euros (200 €) will be charged by the hotel to the Client for non-compliance with this instruction.

## **10. Commitment and responsibility of the Hotel**

The rules relating to the theft of objects in hotels are laid down by Articles 1952 to 1954 of the Civil Code. As a contractual limitation, in the event of theft of objects in the room or on the premises of the Hotel, the damages owed to the traveler are limited to the equivalent of 10 times the room rental price per day.

## **11. Commitment and responsibility of the Client**

The Client must behave in accordance with good morals and public order within the Hotel and must respect the Internal Regulations of the Hotel so as not to interfere with the proper functioning of the latter. Otherwise, the Client may be asked to leave the premises without any compensation and / or without any refund if a payment has already been made. In the event that no payment has yet been made, the Client must pay the price of the reservation consumed before leaving the premises.

The Client must not bring food or drinks from outside sources, unless the Hotel has expressly authorized it in advance or, again, if it is food for infants and young children.

The Client is responsible for all damage caused by him and / or his guests within the Hotel and bears all the costs generated by this damage and / or non-compliance with the aforementioned rules (for example, the cost of intervention of Fire Safety Systems) .

Minors can only stay at the Hotel accompanied by an adult and provided with a personal identity document. If the adult companion is not the legal guardian of the minor, the minor must have parental consent from the child's parents.

## **12. Personal data**

By booking a stay in our Hotel, the data collected is processed by it. The recovered data is necessary to manage the bookings.

The data is intended for the Hotel. They can be transferred to related legal entities in order to manage a reservation or follow up a file as part of pre-contractual measures.

In accordance with legal provisions, you have the right to access, query, rectify, and oppose the Hotel.

### **13. Disputes / Applicable Law / Competent court**

These General Terms of Sales and the contractual relations between the Client and the Hotel are subject to French law.

All disputes to which the contractual relationship between the Client and the Hotel could give rise will be submitted to the competent courts under the conditions of common law.

However, the Client undertakes to seek an amicable solution before any legal action.

After having contacted the hotel's client service to try to resolve the dispute amicably and, in the event of a negative response or no response within 60 days of the referral, the Client may refer, in accordance with the provisions of Article L. 612-1 of the Consumer Code, the Mediator of Tourism and Travel - BP 80303 - 75823 Paris cedex 17 - Email: [info@mtv.travel](mailto:info@mtv.travel)