

InterContinental Paris Le Grand
2. General Services Conditions for Individuals

1.- Preamble

1.1.- These general conditions (hereafter the "GSC") define the terms and conditions for the provision of accommodation services by **Hôtel Intercontinental Paris Le Grand** (hereafter the "Hotel"), partnership (société en nom collectif) with its head office located 2 rue Scribe, Paris (75009), listed on the Business Register of Paris under no. 339 196 685, to **individuals** (hereafter the "Customer").

Hotel contact details:

- Telephone number: +33 1 40 07 32 32
- Email: legrand@ihg.com

The hotel manages an informative website at the following address: <https://parislegrand.intercontinental.com/fr/>. This website presents the hotel and includes a link to another website for booking purposes:

1.2.- The hotel is part of the InterContinental Hotels Group (IHG) and is therefore mentioned on the following website: <https://www.ihg.com/>. This Website describes the hotels operated by the subsidiaries of the IHG Group and can be used to book rooms at group hotels. This Website is managed by a company from the IHG Group, Six Continents Hotels, Inc., with the service address: Three Ravinia Drive Suite 100 - Atlanta, Georgia 30346-2149, USA. Statutory information on the Booking Website host and publisher and the collection and processing of personal data, and conditions of use for the Website, can be found in the general conditions of use and legal text on the said Website.

1.3.- The Customer is considered as an adult individual legally able to sign contracts and acting for purposes other than business, industry, trade, freelance work or agriculture.

1.4.- The GSC define the rights and obligations of the Hotel and the Customer with respect to booking rooms and the provision of accommodation for the Customer, by the Hotel.

All bookings made with the Hotel, by any means, are subject to these GSC.

The Hotel reserves the right to modify its GSC at any time, subject to notification prior to providing any services. The GSC valid on the booking date will apply. Any modification to an existing contract must take the form of a written amendment signed by both parties.

Article 2: Services provided by the Hotel

The Hotel provides the Customer with rooms located at its site 2 rue Scribe, Paris (75009), France, and any complementary optional services such as; meals, wifi, spa, beauty, fitness room, car park, business center, etc..

The main features of each room, type of room, available dates, surface area, number of beds, prices, options, and Hotel booking conditions are described during the booking process on the Website, as mentioned below.

The Customer must check the description of each room for details of features. Only rooms identified as available on the Website can be booked by the Customer (article 3).

Article 3: Booking

3.1.- Booking terms and conditions

3.1.1.- The Customer declares that they are aged 18 or over and are legally able to conclude a booking.

3.1.2.- The Customer must ensure that they have read the GSC, including the appendices, prior to any booking. These GSC are considered to be accepted by the Customer when the contract is entered into.

All bookings must be confirmed in writing in order to be valid.

3.1.3.- The Customer explicitly declares that it accepts that the information requested in order to enter into a contract or sent out during the performance of the contract may be forwarded by e-mail, in accordance with articles 1125 and subsequent of the French Civil code.

Personal data must be provided for any booking, as this information is required for processing purposes, compliance with the applicable regulations and issuing invoices. This information is considered as strictly confidential.

3.1.4.- Foreign Customers, including customers from the European Union, must fill out an individual police record upon their arrival at the Hotel, in application of the applicable regulations in France.

3.2.- Booking at the Hotel reception

Any booking may be made directly at the Hotel reception. The Hotel will provide the Customer with these GSC prior to recording the requested booking.

The contract takes the form of the registration card printed by the Hotel and signed by the Customer, indicating their formal acceptance of the GSC without reservations.

The contract (hereafter the "Contract") includes these GSC and the registration card.

3.3.- Booking by telephone

The Customer can book a hotel room by telephone. Written confirmation will be provided for telephone bookings (by email or post) except last minute bookings.

The contract takes the form of the registration card printed by the Hotel and signed by the Customer, indicating their formal acceptance of the GSC without reservations. The contract (hereafter the "Contract") includes these GSC and the registration card.

3.4.- On-line booking

The Customer can book a hotel room using the Website managed by the IHG Group.

Booking steps on the Website <https://www.ihg.com/>:

- **Step 1:** the Customer must search for and select the Hotel from the list available on the Website.
The Customer can search for the Hotel by filling out the fields provided for this purpose on the home page:
 - ✓ The destination (Intercontinental Paris, 2 rue Scribe 75009, France),
 - ✓ Arrival and departure dates,
 - ✓ The number of adults and children,
 - ✓ The number of rooms,
 - ✓ Pricing preferences.
- **Step 2:** the Customer must select the required room type.

The Customer can access the details and features of available rooms at this point.

- **Step 3:** the Customer is asked to select the rooms based on the requested rates.

The Customer can access details and features for the Accommodation Service at this point by clicking on the "Rate details" link: duration of the stay, complementary services proposed, total price of the booking including itemised taxes, as applicable, and any applicable Special Terms and Conditions (cancellation policy, check-in and departure time, pet policy, parking, etc.).

Each hotel listed on the Website has its own special terms and conditions for services, which the Customer can view before booking a room via the Website.

The Customer selects the services proposed on the Site. The Customer is sole liable for selecting services and ensuring they meet their needs. The Hotel cannot be held liable in this respect.

- **Step 4:** the Customer is asked to check the summary of the booking for the Services, including.
 - ✓ reminder of the main features,
 - ✓ the amount including VAT, with details of any applicable taxes,
 - ✓ Customer contact details, as provided by the Customer:
 - either by logging into an existing "IHG® Rewards Club member" account,
 - or by filling out the required fields (indicated by an asterisk),
 - ✓ an option to enter the name of additional room occupants,
 - ✓ an option to request any special requirements.
- **Step 5:** the Customer finalises the booking for the Services by:
 - ✓ entering payment details,

- ✓ prepaying the booking if required,
 - ✓ viewing and accepting the GSC, conditions of use and declaration of confidentiality for the booking prior to validation by the Customer.
- **Step 6:** the Intercontinental IHG Group and the Hotel integrate the booking;
 - **Step 7:** The Hotel will provide the Customer with confirmation of the contract, on a long-term support medium, within a reasonable period, after the booking and upon arrival at the latest, unless the Hotel has already confirmed the contract prior to the booking.

A confirmation email for the booking for the Services will be sent to the Customer, summarising the Services booked, the rates, the conditions accepted by the Customer, the date of the booking, access to the GSC and the address of the Hotel for any complaints by the Customer.

Bookings will be considered as complete when the Customer receives the confirmation email.

Article 4: Cancelling or modifying the booking

4.1.- In application of applicable laws, the Customer is not entitled to a withdrawal period for the accommodation services provided by the Hotel.

4.2.- When using the Website to book a room, the terms and conditions for the selected room will include details of booking cancellations. Cancellation conditions vary depending on the selected room and the requested dates, and are indicated at booking.

4.3.- Prepaid bookings cannot be modified and/or cancelled. No deposits may be refunded if the Customer cancels the booking.

Article 5: Prices – payment

5.1.- Prices are indicated in euros and include all taxes. Value Added Tax (VAT) is defined at the applicable rate on the order date. If the applicable VAT rate changes, the new rate will apply to the booking price.

The prices applied are those indicated by the Hotel at booking. Prices are indicated per room for the number of people, the selected date and any selected complementary services.

The City's tax, mentioned on the Booking Website, must be paid at the Hotel, unless the Customer pre-pays for their stay on-line, in which case, this tax can be included.

The prices mentioned on the Website may be modified by the Hotel at any time without prior notification or notice. Only the price indicated at booking and confirmed in the booking confirmation is contractual.

The Hotel cannot be bound if a price is incorrectly stated and clearly low, regardless of the reason (IT bug, manual error, technical error). In this case, the Hotel will inform the Customer as rapidly as possible.

Extra fees may apply at the Hotel if complementary services or options (telephone, bar, etc.) are requested by the Customer. The Hotel will disclose these fees prior to any order.

5.2.- Subject to article D.112-3 of the French Monetary and Financial Code, the Customer may use the following payment methods:

- credit/debit card (Carte bleue, Visa, Mastercard, American Express, Diner JCB);
- bank transfer. The Hotel's bank account details will be provided at booking. The Customer must specify the booking number in the bank transfer order.
- by cheque, for a bank with its head office in France, made out to **Intercontinental Paris le Grand**, sent by registered post with acknowledgement of receipt to the following address: 2, rue Scribe – 75009 Paris, France.

5.3.- The Customer will disclose their payment data to prepay the booking prior to the stay, or as a deposit. If the Customer pays or pre-pays on-line, they will indicate their credit/debit card number in the field provided for this purpose, as well as the expiry date and the security code for prepayment.

The Hotel may request card authorisation when the Customer arrives at the Hotel, in order to guarantee the payment of any amounts incurred for services requested during the stay.

If the Customer fails to show up, the Customer's booking will be fully cancelled. If the booking cannot be cancelled / exchanged / refunded, the hotel will keep the deposit. The Customer will not be entitled to any refunds or compensation. If the booking was guaranteed using a credit/debit card, the Hotel will debit the amount of the booking deposit for the Customer.

At prepayment, the amount debited when booking the Service includes the total amount indicated at booking (including all applicable taxes) and, if applicable, the price of any options selected by the Customer.

An electronic invoice will be sent to the e-mail address provided by the Customer at booking; if the Customer would prefer to receive a printed invoice, a specific request must be made.

5.4.- If a booking or payment is found to be illegal, invalid, incomplete or fraudulent for reasons attributable to the Customer, the order will be cancelled at the cost of the Customer, without prejudice to any criminal or civil proceedings against the latter.

Article 6: Conditions for the stay

6.1.- The Customer may access the rooms booked from 5 p.m on the arrival date. The Customer must leave the rooms by noon on the departure date at the latest. If the Customer departs after noon, an extra night may be invoiced at the public rate.

6.2.- The Customer must take due care of the rooms booked and common areas at their disposal. In the event of any unsafe and/or unhygienic behaviour, immoral conduct or disturbance, the Hotel may ask the Customer to leave the site immediately without any compensation or refund, if a payment has already been received.

6.3.- Animals may not enter the Hotel, except guide dogs for the blind. The Customer will remain fully liable for these guide dogs for the entire duration of the stay. Guide dogs may not enter eating areas for hygiene reasons.

6.4.- Should the Customer, or people under the responsibility of the Customer, cause any damage or deterioration or be responsible for vandalism, in the room booked or in the common areas at their disposal, the Customer may be invoiced for the damage caused.

6.5.- The Customer will not use the IT hardware provided for fraudulent or illegal purposes, and, in particular, will not breach the rights of third parties and/or illegally download products protected by copyright or similar, as such acts are punishable under article L.335-2 of the French Intellectual Property Code.

Article 7: Liability

All photographs and graphics shown on Websites are considered as illustrations and are not contractual. The Hotel cannot be held liable for any errors or omissions in any of these photographs or graphics.

The Hotel refuses any liability for any theft, loss or damage to the belongings of Customers during their stays.

The Hotel may not be held liable under any circumstances if:

- the contract is inadequately performed or not performed due to reasons attributable to the Customer, or to an unavoidable and unforeseeable act by a third party, or to Force Majeure;
- the non-contractual information published on the Website is incorrect or inaccurate;
- damage is caused by the fraudulent intrusion of a third party modifying the information available on the Website.

Article 8: Personal data

8.1.- The Hotel will ensure that Personal data is processed, pursuant to these conditions, in accordance with the applicable regulations on personnel data, and particularly the provisions of Act no. 78-17 of 6 January 1978 amended, and EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on data protection, which took effect on 25 May 2018 ("GDPR") .

8.2.- When booking a room, the Customer is asked to declare that they accept the use of their personal data. The personal data collected is necessary and mandatory in order to process and deliver orders and to issue invoices.

The Hotel will use personal data to manage bookings and Customers, for invoicing and payment, and for advertising.

Unless the Customer objects, at any time, they accept that their data will be transmitted, exclusively for the purposes of fulfilling orders and within the scope of the information strictly required:

- to those in charge of logistics, IT, administrative, marketing, commercial, customer relations and prospecting services, and their superiors, and the auditing services;
- to companies in the IHG Group and Hotel partners.

The data processing officer will take all of the necessary precautions to protect the confidentiality and security of the data, and, in particular, to prevent any misuse or alteration or access by unauthorised third parties.

8.3.- The common areas of the Hotel are fitted with a video surveillance system.

8.4.- The Customer has the following rights, at any time:

- access to their personal data, rectification, objection to transmission to third parties, use, and, more generally, any form of processing;
- the Customer may lay down instructions with respect to the retention, deletion and communication of their personal data after their death, modify or revoke their personal data, decide to disclose or not disclose their data to a designated third party subject to the provisions of the French data protection act.

The Customer may exercise their rights using the following means:

- by email at the following address: legrand@ihg.com, indicating the surname, first name and email address.
- by post at the following address: **InterContinental Paris Le Grand** – 2 rue Scribe 75009 Paris, France;
- by telephone by calling +33 1 40 07 32 32;

Article 9: Proof, retention and archiving of transactions

The Hotel recommends that the Customer retain a hard copy or reliable electronic copy of all booking information.

The computerised registers managed as part of the Hotel's IT systems with reasonable security conditions, will be considered as proof of communications, orders and payments between the Parties.

Invoices are archived on a reliable and long-lasting support medium providing a long-term accurate copy.

In addition, and in accordance with article L.213-1 of the French Consumer Code, the Hotel will retain and archive all contracts concluded electronically with a value in excess of or equal to €120, on any support medium, for a 10-year period, and will allow the Customer to access their archived contracts at any time. The Customer may exercise this right by contacting the following address: **InterContinental Paris Le Grand – 2 rue Scribe 75009 Paris, France.**

Article 10: Intellectual Property

The informative Website is the property of and used by the Hotel. All Website components, including the graphic charter, texts, domain name, comments, photos, videos, marks, graphics, concept, illustration, images and all other distinctive marks visible on the Website are protected by the applicable legislation on intellectual property rights and copyright, as per the Hotel's rights.

Any unauthorised use of the website or its content will be considered as a breach of rights, punishable under articles L. 335-2 and subsequent of the French Intellectual Property Code in particular.

Article 11: Force Majeure

The Hotel and the Customer will not be liable for total or partial non-compliance with their contractual obligations if such non-compliance is attributable to either the other party, or an unavoidable and unforeseeable act by a third party to the contract, or in case of Force Majeure, as defined in article 1218 of the French Civil Code. Force Majeure is considered as an event outside of the control of the debtor, which could not reasonably be foreseen when concluding the contract, and whose effects cannot be avoided by appropriate means, which prevents the debtor from meeting its obligations.

The following are considered as Force Majeure in particular, however this list is not exhaustive: natural catastrophes (flooding, earthquakes, tornadoes, etc.), fires, war, strikes (total or partial), particularly strikes affecting means of transport and/or communications or Hotel suppliers, threats or terrorist acts or similar, unrest, government provisions (particularly anti-pandemic provisions), closed borders or sites, travel or gathering limitations. Reminder: Force Majeure only affect the provision of services, all amounts due remain so.

The party wishing to claim Force Majeure will notify the other party of the situation in writing within 5 working days of the event and provide any relevant substantiation.

The Parties shall reach an agreement on how to handle the application of the contract for the duration of Force Majeure at the earliest opportunity. The hotel may suggest deferring the services to a future date, after the end of Force Majeure has passed.

If the services are only temporarily prevented, compliance with the obligation will be suspended unless the final delays are sufficient to justify terminating the contract. If the services cannot be provided at any time, the contract will be ipso jure terminated and the parties released from their obligations.

Article 12: Re-accommodation

If the Hotel is not available, or in the event of Force Majeure, the Hotel reserves the right to totally or partially accommodate the Customer in a hotel of an equivalent standing, proposing similar services. The Hotel will meet transfer costs for the Customer, however no other compensation may be claimed.

Article 13: Settling disputes

13.1.- Applicable law – These GSC are subject to French law.

13.2.- Claims – out-of-court settlements for disputes - The Customer may write to the following address with any questions on published information or any claim: InterContinental Paris Le Grand – 2 rue Scribe 75009 Paris, France. The Hotel will attempt to optimise the handling of the claim and reach a solution to the dispute, in the interests of both parties.

13.3.- Mediation – Should the claim be rejected, the Customer can submit the dispute against the Hotel to the Travel and Tourist Mediation service (Médiateur du Tourisme et du Voyage), an independent and impartial body, which will attempt to reconcile the parties in view of reaching an out-of-court solution.

Contact details for the mediation service: Website: <http://www.mtv.travel/>

The parties to the contract remain free to use the mediation service, and, if this service is used, to accept or reject the solution proposed by the mediator.

13.4.- Competent courts – If no out-of-court solution is found, the dispute will be submitted to the French courts.

Specific conditions – Banquets and receptions

14.- These specific conditions define the procedure used by the Hotel to provide services as part of events organised by **individuals** (hereafter the "Customer") such as receptions, marriages or banquets (hereafter "Banquets").

These events are subject to the above GSC, unless specified otherwise.

15.- Banquet reservation - Modified services

15.1.- A deposit must be paid and a contract signed for any Banquet reservation with the Hotel. The Contract includes the Special Conditions, these GSC and Specific Banquet conditions and any subsequent amendments. The Banquet reservation will only be effective if the Customer pays the deposit to the Hotel 15 days after the reservation at the latest. Should no deposit be received, the reservation will be automatically cancelled.

15.2.- The Contract is considered to exist once the Hotel has received the Special Conditions, signed and returned by the Customer, providing that the Customer's acceptance matches the offer and that the Hotel has received the deposit before the set deadline. On this basis, any modification to the Special Conditions must be confirmed by the Hotel in writing.

15.3.- The Contract was negotiated based on dates, the number of rooms, reserved areas and sites, and services (seminar and catering areas), as defined in the Special Conditions.

15.4.- Any requests to modify the Contract (with respect to room use, spaces and seminars) are subject to availability and must be sent to the Hotel in writing.

The Contract may not be modified without the written agreement of the Hotel. Any modifications (particularly rooms, spaces, additional services) will lead to a written amendment agreed between the Parties, subject to this clause. Should no such amendment be reached, the Contract will continue to apply according to the agreed terms and conditions.

16.- Booking cancellations – termination of the Contract

16.1.- The Customer may cancel the Contract, in part or in whole, in writing, notified to the Hotel (fax / email with acknowledgement of receipt / registered letter with acknowledgement of receipt). The Hotel will retain the deposit laid down by the Customer when reserving.

16.2.- Should the Customer fail to comply with any of its obligations, particularly fail to pay the price in full or in part, the Hotel may, without prejudice to any other right, send formal notification to comply within 7 working days by registered letter with acknowledgement of receipt, subject to the termination of the Contract. If the Customer fails to comply within this period, the Hotel may notify the termination of the Contract, ipso jure, by registered letter with acknowledgement of receipt. The termination will take effect on the date of receipt of the notification of termination.

If the Customer breaches articles 17.4 and 17.6.2, the Hotel may notify the termination of the Contract, ipso jure, with immediate effect, by registered letter with acknowledgement of receipt, without prejudice to any other rights. The termination will take effect from the initial presentation of this notification of termination.

16.3.- If the Contract is terminated, all amounts paid will remain the property of the Hotel, unless the Contract is terminated due to failure to comply with the Contract by the Hotel.

17.- Banquet organisation - Compliance with laws

17.1.- Rooms - menus

17.1.1.- The Customer will send the list of participants to the Hotel (by fax, post or e-mail) at the earliest opportunity, and twenty-one (21) working days prior to the date of the Banquet at the latest, to allow the Hotel to allocate rooms to participants.

The Hotel will return the "Rooming list" to the Customer two (2) days before the participants arrive at the Banquet for the checking of names and allocated rooms.

The Customer must submit any requests for modifications to the number of rooms booked in writing subject to the conditions of article 15. The names of participants may be changed providing that the number of rooms booked is not changed.

Any unused booked rooms will be covered by the provisions of article 16 "Cancellations / Early terminations".

17.1.2.- The Customer may access the rooms booked from 5 p.m on the arrival date. If a participant arrives before 5 p.m., the Hotel will make every attempt to accommodate them. The Customer must leave the rooms by noon on the departure date at the latest. If the Customer departs after noon, an extra night may be invoiced at the public rate.

17.1.3.- The Hotel will not send individual confirmations or a contract straight to Banquet participants, unless explicitly requested by the Customer. The prices applied must not be indicated on the documents provided for participants.

17.1.4.- The Customer must inform the Hotel of any special food requests in writing, at least ten (10) days before the Banquet. No extra costs will apply to these meals, providing that the inherent cost is less than that of the selected menus. Copies of the proposed menus can be provided on request.

17.2.- Booked sites and areas

The sites and areas dedicated to the Banquet, and the allocated time slot for the Customer, are listed in the Special Conditions. Extra fees will apply after this period, on the basis of the applicable rates.

17.3.- Supplies by the Customer

The Customer acknowledges that no type of drinks, food, tobacco, flowers or other decorations may be directly or indirectly supplied without the prior written agreement of Hotel Management.

All decorations, technical equipment and miscellaneous set-ups at the booked sites must:

- (i) comply with the applicable laws and regulations, particularly safety rules;
- (ii) be approved by Hotel Management prior to use. Hotel Management will not approve any installations which require holes to be drilled in walls, floors or covers, in any way, or the use of adhesive products on these same support surfaces.

Subject to the written acceptance of the Hotel, the Customer may send equipment and packages to the Hotel twenty-four (24) hours prior to the start of the Banquet, capped at 10 boxes with a maximum total volume of 5 cubic metres. No equipment may be delivered to or deposited at the Hotel outside of this period.

The Customer will indicate the number of boxes in each package to the Banquet Department (i.e. 1 of 4, 2 of 4, etc.). The Customer must provide the Hotel with prior notice of any package deliveries for security reasons. Each box must be clearly labelled to allow the Hotel to identify the name of the Banquet.

After the Banquet, the Customer must remove all equipment, decorations, personal belongings and information boards brought to the Hotel premises within the period indicated in the Contract, at its cost.

17.4.- Using booked sites

17.4.1.- The Hotel will rapidly inform the Customer of any significant construction or renovation works required at the Hotel during the Banquet, which could tangibly affect the use of booked sites or quality of service. The Hotel will make every attempt to limit any disturbance or interference with the use of the booked sites (meeting rooms, or any other meeting space) used during the Banquet.

17.4.2.- The following are not authorised by the Customer without the prior written agreement of Hotel Management:

- (i) Refer to or use the marks, signs, symbols and logos of any company in the Intercontinental Hôtels Group or allow the public use of photographs taken on Hotel premises.
- (ii) Sub-lease the booked sites or use these areas for any purpose other than the agreed purpose.
- (iii) Sell goods or services (including tickets) on Hotel premises.
- (iv) Use tickets, posters or any other advertising medium for this Banquet.

If the Customer uses the booked sites in a manner which is not compatible with the agreed purpose, immoral, causes disturbance or breaches the applicable legislation, or if the Banquet is likely to endanger the Hotel's reputation, the Hotel may terminate the Contract with immediate effect, without prejudice to its right to claim damages.

17.5.- Musical events

The Customer must obtain the Hotel's prior written agreement for any musical event it wishes to organise as part of this Banquet. The Hotel reserves the right to refuse any event which it considers incompatible with the Hotel's service and image policy.

The Customer will personally submit any declarations and/or authorisations required to the competent authority for the use of any musical composition and pay any duties owed, particularly to SACEM (copyright body) and SPRE (fair pay body for musicians), for the use of music, and, more generally, any event on the booked sites. The customer must rapidly provide proof of submitting a declaration to SACEM at the request of the Hotel.

17.6.- Security – compliance with laws

17.6.1.- The Hotel will comply with the applicable legislation and regulations for its facilities and operations, including real estate and fires, the provision of equipment and services to the disabled, and the sale or supply of alcoholic drinks. The Hotel will obtain all permits and licences required to provide the services covered by this Contract.

17.6.2.- The Customer is responsible for ensuring that the booked sites are protected by security services during the Banquet. However, the Customer may decide to exclude the use of security services for the areas, subject to its own liability.

If special security measures are required due to the visit or presence of a VIP during the Banquet, the Customer is responsible for organising such measures. If the Customer considers that it is necessary to cooperate with the competent Police services for VIP security, the Hotel must be informed of the measures taken in writing beforehand.

The Customer must comply with applicable labour law for all employees during the Banquet. The Customer will comply with the applicable laws and regulations in the context of organising the Banquet. The Customer must ensure that the necessary authorisations are obtained and all mandatory declarations submitted prior to hosting the Banquet. Failing this, the Hotel may terminate the Contract, ipso jure, according to the provisions of the GSC, without prejudice to the right to claim damages.

17.6.3.- The Customer will comply with all preventive health and safety provisions implemented within the Hotel to prevent the virus from spreading and will guarantee compliance with such provisions by Banquet Participants and external sub-contractors.