General Terms and Conditions of Services

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General Terms and Conditions of Services

ACCOR is a public limited company, registered with the Trade and Companies Register of Nanterre under the number 602 036 444, whose registered office is located at 82 Rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux - France and whose intercommunity VAT number is FR 93 602 036 444 (hereinafter, "ACCOR").

ACCOR is entered in the register of travel agents and other residence operators under the number IM091100035 whose guarantor is: WHITE ROCK INSURANCE (Europe) PCC Limited Vision Exchange Building - Triq it-Territorjals, Zone 1, Central Business District - Birkirkara CBD1070 – MALTA and whose insurer is: ALLIANZ GLOBAL CORPORATE & SPECIALTY - Tour Opus - 77 Esplanade du Général de Gaulle – 92081, Paris, La Défense.

ACCOR operates the website https://www.all.accor.com (also available in a mobile version), a website for hotel reservation and other complementary services (hereinafter, the "Site").

Contact us at: contact; telephone: +33 (0)1 45 38 86 00.

1. Preamble

These general terms and conditions (hereinafter, the "General Terms and Conditions") are intended to define the terms and conditions under which ACCOR allows its customers (hereinafter, the "Customer(s)") to benefit from all of the services, particularly reservation services, that are available on this Site and are further described below (hereinafter, collectively, the "Services").

Prior to reserving any Service on the Site, the Customer declares (i) that said Customer is acting for his/her own personal purposes that are not part of said Customer's commercial, industrial, artisanal, independent or agricultural activity and (ii) the Customer has the full legal capacity to accept these current General Terms and Conditions.

The Customer is invited to carefully read these General Terms and Conditions, whose prior acceptance is mandatory for the reservation of any Service offered on the Site. Customers are advised to save and print these General Terms and Conditions using the standard functionalities of their browser and computer.

ACCOR reserves the right to modify or supplement, at any time, all or part of these General Terms and Conditions. In this case, the new version of the General Terms and Conditions will be available on the Site with the effective date. Customers are advised to regularly consult the General Terms and Conditions to be aware of any changes. In any case, the Customer will only be bound by the version of the Terms and Conditions in force at the time that the Customer makes the reservation of his/her Service.

The Customer assumes the exclusive responsibility of paying, if necessary, for all the technical means necessary to gain access to the Site.

2. Description of the Services

2.1 Accor Services
ACCOR offers (i) reservation services for hotel rooms or other types of accommodation ("Accommodation Services") (2.1.1) and (ii) services complementary to such Services ("Complementary Services") on its Site (2.1.2).

Accommodation Services and Complementary Services are hereinafter jointly referred to as the "Accor Services".

2.1.1 Accommodation Services

The Site allows the reservation of rooms in hotels or other types of accommodation operated under an ACCOR brand (hereinafter collectively referred to as the "Establishments").

The essential characteristics, availability dates, price, options offered, payment conditions and particular conditions of sale applicable to the selected rate (guarantee policies, cancellation conditions, check-in time, member rate conditions, etc.) of the offered Establishments are presented during the reservation process as described in Article 3 below.

In this respect, it is noted that each Establishment has its own special terms and conditions applicable to the selected rate also available on the Site (hereinafter, the "Special Conditions") which are brought to the attention of the Customer prior to any reservation on the Site. For example, check-in and check-out times, guarantee policy, cancellation period, Wi-Fi access, specific conditions applicable to children, and whether animals are allowed on a leash or in a cage in the common areas of the establishment (for hygiene reasons, animals are never allowed in the dining rooms) may be detailed in the Special Conditions.

Finally, in accordance with the regulations in force in certain countries, the Customer may be asked to complete a police form upon arrival at the Establishment. To do this, the Customer will be asked to present an identity document in order to verify if they need to complete the police form or not.

2.1.2 Complementary Services

The Site also allows the reservation of Complementary Services, such as breakfast, a bottle of champagne on the Customer's arrival or the upgrade of Accommodation Services.

Complementary Services also include travel services within the meaning of Article 3.1 of Directive (EU) 2015/2302 of 25 November 2015 on Package Travel and Linked Travel Arrangements, which, with the Accommodation Services, may form either a "related travel benefit" or a "tourist package" according to the criteria mentioned in the aforementioned directive. This information is communicated to the Customer prior to the reservation of these services in the Specific Conditions pertaining to each offer.

2.3 Partner Services

ACCOR enters into partnership and distribution agreements with the websites of third parties (hereinafter, the "Partners") in order to allow the Customer to search for, select and reserve rooms in the Establishments of the different brands distributed by ACCOR on the website of the Partner (hereinafter, the "Partner Services").

The terms and conditions of sale applicable to these Partner Services are available on the Partner's website.
3. Reservation process

The Customer chooses any Service presented on the Site or those of its Partners by following the process provided for this purpose.

3.1 Reservation of Accor Services

Accor Service reservations are made by the Customer on the Site.

The reservation process varies according to the Customer path and request; it includes the following steps:

- **Step 1**: the input of search criteria for a destination, Establishment and, where appropriate, one or more Complementary Services;

- **Step 2**: the results and selection of an Establishment and, if applicable, one or more Complementary Services;

- **Step 3**: the details and characteristics of the Service(s) selected, especially if it is an Accommodation Service: the characteristics of the Accommodation (type of room, size of the room, TV, minibar, etc.), length of stay, options offered (for example: breakfast, Wi-Fi access, etc.), the total price of the reservation including details of the applicable taxes, the legal information form in the case of a related travel service or tour package, and any applicable Special Conditions (guarantee policies, cancellation policy, check-in time, etc.);

- **Step 4**: the summary of the Service reservation with:
  
  (i) a statement of the main features (length of stay, features of the Accommodation Service and/or the Complementary Service(s), amount inclusive of applicable taxes) and,
  
  (ii) indication by the Customer of his/her contact information: either through identification by means of an existing account, or by filling in all of the mandatory fields (indicated by an asterisk) with the possibility of saving this information by creating a membership account on the Site or membership of the loyalty programme offered by ACCOR;

- **Step 5**: the completion of the Service reservation by the Customer with:
  
  (i) an indication of his/her payment information, either in the event of the partial or total pre-payment of the reservation prior to the stay, or in the event of a request for a reservation guarantee for the Accommodation Service and:
  
  (ii) the review and acceptance of the General Terms and Conditions and the Special Conditions relating to the reservation prior to validation by the Customer;

- **Step 6**: the acceptance of the reservation of the Service(s) by ACCOR and the Establishment concerned;

- **Step 7**: an email confirming the reservation of the Service(s) is sent to the Customer summarising the Service(s) reserved, the price(s), the Special Conditions accepted by the Customer, the date of the reservation made, the information relating to the after-sales service and access to the General Terms and Conditions and the address of the Establishment at which the Customer can submit any complaints.
All reservations are considered made as soon as the Customer clicks on the "finalise your reservation" page (i) in the case of a prepaid reservation, on the "Pay" button or (ii) in the case of a reservation to be paid for within the Establishment, on the "Confirm" button.

The Customer may make a reservation for Accor Services on behalf of one or more additional person(s) up to a maximum of 7 (seven) rooms. Beyond this number, the reservation made by the Customer will be subject to the conditions applicable to groups, available at the website www.meetings.accor.com/. For reservations concerning business groups, meetings, seminars, etc., it is necessary to go to the « Professional Solutions» section of the www.all.accor.com/ website.

3.2 Reservation of Partner Services

Reservations made by the Customer through Partner Services are made through the website and mobile services of each Partner.

The reservation is made directly between the Customer and the Partners, following the steps provided in the website and mobile services of the Partners.

4. Price and payment

4.1 Price

The prices related to the reservation of the Services are indicated before, during and after the reservation.

For Accommodation Services, the prices shown are per room for the number of people and date selected.

When confirming the reservation of a Service, the total price is indicated to the Customer in the amount with taxes included in the business currency of the Establishment (which in some cases may be different from the local currency of the Establishment) and is valid only for the period indicated on the Site.

If the payment of the total price of the booked Service is made at the Establishment in a currency other than that confirmed on the reservation, the currency exchange costs are the responsibility of the Customer. Note that if a conversion of the currency confirmed on the reservation into another currency appears on the Site, it is given only for informational purposes and is not contractual, especially given the possible change of exchange rates between the reservation date and the dates of stay at the Establishment.

Unless otherwise stated on the Site, the options (for example, breakfast, half-board, full-board etc.) that are not offered during the reservation of the Service are not included in the price.

The tourist tax, presented during the reservation process of the Service, is to be paid directly on location at the Establishment, except in the event of online pre-payment prior to the stay, where the amount can be included.

The prices take account of the VAT applicable on the day of the reservation and any change of the applicable VAT rate will be automatically reflected in the price indicated on the billing date.
Any modification or introduction of new legal or regulatory fees imposed by the competent authorities will automatically be reflected in the price indicated on the billing date.

Finally, some promotional offers are available only on the Site and sold exclusively on the internet, and in no case are available at the reception of the Establishment.

### 4.2 Best Price Guarantee

If the Customer should find a lower price elsewhere within 24 hours of booking on the Site and no later than 48 hours before the planned date of arrival at the Establishment, ACCOR and/or the Establishment(s) undertake to match the lowest rate and to offer a discount in the amount of (i) 10% for Fairmont, Raffles and Swissôtel and (ii) 25% for the other eligible brands. The conditions of eligibility for this offer and the procedure to be followed in order to benefit from it are described in the "Best Price Guarantee" general conditions.

### 4.3 Payment

The Customer provides his/her payment information (i) to pre-pay the reservation before the stay, (ii) as a guarantee of the reservation, or (iii) as a result of the online check-out procedure proposed as part of the Welcome Service as described in paragraph 4.3 below, indicating directly, in the area provided for such a purpose (secure entry by SSL encryption) when it is a credit card: the credit card number, without spaces between the figures, its date of validity (it is noted that the bank card used must be valid at the time of stay) and the security code as part of a pre-payment on the payment platforms mentioned below.

ACCOR has chosen OGONE/Ingenico Payment Services (i.e. Payment Service Provider)/CyberSource/Adyen/Stripe/Banque Casino/Silkpay/ShareGroop/AsiaPay/First Data to secure online payments by bank card. The credit card of the Customer is examined for its validity by these partners and can be refused for several reasons: card stolen or blocked, limit reached, input error, etc. In the event of any problem, the Customer will have to approach his/her bank and the Establishment or any other entity to confirm his/her reservation of the Service and payment method.

The online payment methods (cards, wallet, etc.) available and mentioned on the payment page of the Site may be Visa and Mastercard, American Express, JCC, Diners, China UnionPay, Post Finance, ELO, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat, ShareGroop, and Banque Casino cards. This list is subject to change.

In the event of payment to the Establishment or any other entity, each Establishment or any other entity may accept different means of payment, but the Customer must present the credit card to the Establishment that they used to guarantee the reservation or make the pre-payment. The Establishment may also ask the Customer to present an identification document for the purpose of credit card fraud prevention.

If the Customer has not pre-paid for his/her stay online, the Establishment may, on the day of their arrival, authorise the debiting of the Customer’s bank card to guarantee payment of the sums corresponding to the services consumed on-site.

Members of the ACCOR loyalty programme may use their points to book all or part of an eligible Accor Service on the Site according to the conditions described in the loyalty programme.

In the event of the Customer's failure to show up on the first day of his/her reservation of an Accommodation Service ("no show"), the Customer's reservation will be cancelled in full. The Customer is informed that in such a case, the Establishment will put his or her rooms up for
sale and if the reservation is non-cancellable / non-exchangeable / non-refundable, the Customer will not be entitled to any reimbursement or compensation. If the reservation is guaranteed by credit card or had been the subject of a bank pre-authorisation, the Establishment will charge the Customer the cost of the first night on the credit card that has been given as a guarantee for the reservation and any additional nights of the reservation will be cancelled free of charge, unless otherwise indicated in the Special Conditions. At the time of pre-payment, the amount that is debited when reserving the Service includes the total amount indicated at the time of reservation (including all applicable taxes) and, if applicable, the price of the options selected by the Customer, as described in Article 4.1 above.

An invoice will be sent in electronic format to the e-mail address communicated by the Customer at the time of his/her reservation; if the Customer wishes to receive an invoice in paper format, he/she must expressly request this from the Establishment concerned.

4.4 Welcome Service (online check-in and check-out)

To use the Welcome Service, the Customer must fully comply with the provisions of this article.

To facilitate and accelerate the arrival and/or departure of the Customer from the Establishment, ACCOR has set up the Welcome Service, a procedure to digitise the check-in and/or check-out process prior to the stay, provided that his/her reservation is eligible for this service.

The Customer will receive a response from the Establishment regarding the possibility of benefitting from this Service within 2 days of request.

In some cases, online check-in can only be performed if the check-out is also performed online. In this case, the Customer remains free to refuse the online check-out (also called "fast check-out"), which will cancel the check-in request made online and, more generally, the Welcome Service.

In the case where online check-out is not mandatory, the Customer can check-in online and check-out at the Establishment.

The online check-out results in an authorisation request (also called "pre-authorisation ") from the Customer's bank. This procedure consists of a guarantee for an estimated cost of the stay and gives an authorisation of payment to the Establishment on the basis of the actual expenses of the Customer up to the amount authorised. Only the actual sum of the invoice will be debited by the Establishment upon the departure of the Customer at the end of the stay, without requiring the physical presence of or new validation from said Customer.

The sum of the authorisation request includes the sum of the reservation (or the amount remaining to be paid in the event of partial pre-payment when making the reservation) and a lump sum payment to cover any on-site consumption or expenses of the Customer (breakfast, if not included in the price, restaurant, bar, tourist tax, where applicable, etc.). This sum is determined by the Establishment according to the number of people and the number of nights booked.

For example: 2 nights at 130 euros + 40 euros estimated for extras = request for authorisation of 300 euros.

The authorisation request is not an immediate debit but corresponds to a reserve for future payment, authorised by the bank of the Customer, which temporarily reduces the limit of the bank card used to guarantee the possibility of the subsequent debit. In some cases, however,
the authorisation request may appear as a pending debit on the bank account associated with the card used.

When the authorisation request has been activated and confirmed by the bank, at the end of the stay, the Establishment sends a debit request to the Customer's bank corresponding to the sum of the invoice:

- if the Invoice is less than the sum of the authorisation request, the actual debit from the card will be equal to the amount actually owed by the Customer. The limit of the card will then be readjusted (released) from the Customer's account in view of this difference (within a time frame that varies by bank);
  
  For example: Request for authorisation of 300 euros, final invoice of 260 euros = debit of 260 euros and cancellation of the authorisation request for the remaining 40 euros.

- if the invoice is greater than the sum of the authorisation request, then it will be used in its entirety by the Establishment. The remainder of the expenses will then be further debited from the same card. So, two debits are made from the Customer’s account. One is the sum of the authorisation request and the other is the additional charge. However, it is advisable that the Customer go back to reception to settle the sum of the authorisation request or pay on the spot.
  
  For example: Request for authorisation of 300 euros, final invoice of 320 euros = debit of 300 euros + debit of 20 euros.

Some Establishments may use a different currency for the invoice than used for the authorisation request. In this case, the amount actually debited may also differ from the sum of the authorisation request, given the possible exchange rate difference between the date of the authorisation request and the invoice date.

In rare cases, the authorisation request may result in a debit by the bank of the Customer even before the actual debit is effective. In this case, the card will not be debited twice. The balance, if owed to the Customer, will be automatically re-credited by the bank to the Customer.

If the Customer, upon the suggestion of the Establishment, wishes to prepay for the entire stay upon arrival, any additional expenses incurred at the Establishment cannot be added to the room account and will be paid directly to the hotel at the time of consumption.

If the reservation is cancelled after the authorisation request has been made, a request to cancel the authorisation request is automatically sent to the bank of the cardholder. In rare cases, this cancellation may appear as a refund.

Please note that the release of the pre-authorised amount (or refund) usually takes twenty-four (24) to forty-eight (48) hours, but it can take up to seven (7) business days or more depending on the cardholder's bank.

To activate an authorisation request, the Customer is invited to provide his/her credit card information as part of the subscription to the Service. The Customer is informed in advance of the features of the authorisation request, and the authorisation request is performed only with the Customer's agreement. The credit card information is only kept by ACCOR's payment service provider as part of a strict security policy for banking information.

If the Customer has provided his/her credit card details as part of a guaranteed reservation:

- the Customer is invited to use the same card to perform his/her authorisation request and in such a case, the Customer simply gives his/her approval for the operation and enters his/her security code.
• the Customer remains free to choose another bank card for the authorisation request and, in this case, the Customer is invited to re-enter the information of the new card selected.

In the event that the Customer does not make a guaranteed reservation but makes an authorisation request which is confirmed, then, by its nature, this reservation becomes a reservation guaranteed by the card used for the authorisation request.

In the event of a bank refusal of the authorisation request, or a technical interruption that did not allow the authorisation request to be performed, the reservation remains in the initial state (reservation guaranteed by the card chosen at the time of reservation or a non-guaranteed reservation).

When the Customer's bank uses the "3D Secure" security system, an SMS may be sent by the bank to the Customer informing them of a debit on their account. This will in no case be an immediate debit.

5. Cancellation or modification of a Service reservation

For Accommodation Services (the reservation of rooms at an Establishment or other types of accommodation), it is noted that the Customer does not have the right of withdrawal provided for in Article L. 221-18 of the Consumer Code, in accordance with Article L. 221-28 paragraph 12 of the Consumer Code, which excludes this right for contracts concerning the provision of accommodation services to be provided at a specified date or period.

For each reservation of a Service, the Special Conditions specify the conditions to cancel and/or modify the reservation.

Reservations with prepayment will not be subject to any changes and/or cancellations. The deposit (money paid in advance) will not be reimbursed. This is noted in the Special Conditions.

When the Special Conditions allow:
• the cancellation of the reservation of a Service can be made directly on the Site in the "Consult or cancel your reservation" section;

• the modification of the reservation of a Service can be done directly with the Establishment, whose contact information, including telephone number, is specified on the reservation confirmation e-mail.

In the event of an interruption of a Service by the Customer, the entire agreed-upon price will be charged. No refund will be granted in the event of a reservation with pre-payment prior to the stay.

In the case of an Accommodation Service, unless otherwise expressly stipulated in the Special Conditions, the Customer must leave the room of the Establishment before the time indicated by the Establishment, generally 12 noon on the last day of the reservation. Otherwise, the Customer will be charged for an additional night.

6. Obligations and responsibility of the Customer

The Customer is solely responsible for his/her choice of Services on the Site and their suitability for his/her needs, so that ACCOR cannot be pursued for liability in this regard.
The Customer is also solely responsible for the information provided when creating his/her account and/or any reservation of a Service. ACCOR cannot be held liable for any erroneous or fraudulent information provided by the Customer. In addition, only the Customer is responsible for the use of his/her account and any reservation made, both on behalf of the Customer and on behalf of third parties, including minors, except to demonstrate fraudulent use arising from no fault or negligence on the part of such Customer. In this respect, the Customer must immediately inform ACCOR of any hacking or fraudulent use of their e-mail address by contacting its customer service department, whose details are provided in Article 9.

The Customer agrees to use the Site and the Services offered therein in compliance with the applicable regulations and these General Terms and Conditions. In the event of a breach of the Customer's obligations under these General Terms and Conditions, the Customer is liable for damages caused by him/her to ACCOR or third parties. In this regard, the Customer commits to guaranteeing ACCOR against all claims, actions or recourse of any kind that may arise and to compensate for any damages, fees or any compensation related thereto.

The Customer, in particular, commits to making a final reservation of a Service, pay the price thereof and comply with the Special Conditions relating thereto. In fact:

- Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for a reason attributable to the Customer will result in the cancellation of the Service reservation at the expense of the Customer, without prejudice to any action that ACCOR may bring against such a Customer;

- The Customer shall not invite into the Establishment any person whose behavior is likely to be disruptive to the Establishment and/or to the stay of other Customers;

- The Customer shall not bring into the Establishment (communal areas and/or bedrooms) beverages or food from outside sources, unless clearly permitted in advance by the Establishment in question;

- The Customer shall not smoke in public premises and should only smoke in bedrooms if they have been classified as a smoking room and booked in advance as such a room. Some Establishments are 100% non-smoking, which means that smoking in the bedrooms is also forbidden.

- The Customer shall not disrupt or interfere with the operations of the Establishment including its staff shall not compromise the safety of the Establishment or the persons within.

- More broadly, any behaviour contrary to good morals and public order at the Establishment, as well as any violation of the Internal Regulations of the Establishment will cause the Director of the Establishment and/or any other service provider to ask the Customer to leave the premises without any compensation and/or refund if a payment has already been made. In the case where no payment has yet been made, the Customer must pay the price of the Services consumed before leaving the premises;

- Any minor must be accompanied by an adult and be in possession of a personal identity document; this adult may be any person with parental consent (the Establishment may be able to request proof of this parental consent).

- The Customer also undertakes to ensure that the computer resources made available by the Establishment (including the Wi-Fi network) are not used in any way to
reproduce, represent, make available or communicate to the public works or objects protected by copyright or related intellectual property rights, such as text, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the right holders provided for in Books I and II of the Intellectual Property Code when such authorisation is required. The Customer is also required to comply with the security policy of the internet access provider of the Establishment, including the guidelines for the security measures implemented to prevent the illicit use of resources and to refrain from any act undermining the effectiveness of such measures.

The Customer will be liable for all damage caused by him and/or his guests within the Establishment and shall bear all costs arising from such damage and/or failure to comply with the above rules. ACCOR reserves the right to intervene if necessary and to take any appropriate action against the Customer.

7. Obligations and responsibility of ACCOR

ACCOR undertakes, within an obligation of means, to provide access to the Site and the Services offered in accordance with the General Terms and Conditions, to act with diligence and competence, and to make every effort, within a reasonable limit, to remedy any malfunction brought to its attention.

ACCOR may, however, be forced to temporarily suspend the Site without notice, especially for technical reasons involving maintenance, without incurring liability.

The Customer acknowledges and accepts that ACCOR's liability does not extend to any inconvenience or damage arising from the use of the internet network, including, but not limited to:
- the poor transmission and/or reception of any data and/or information over the internet;
- the failure of any reception equipment or lines of communication;
- any malfunction of the internet network that prevents the Site from operating properly and/or reserving the Services.

The Site may redirect users to web links of other websites that are published and managed by third parties for which ACCOR disclaims any liability for the content of such websites and the services offered therein. In this respect, it is specifically noted that partners are responsible for the promotion of the offers published on their own websites. The decision to consult third-party websites is therefore the full and complete responsibility of the Customer.

ACCOR serves as an intermediary between each of the Establishments and the Customer, which the Customer recognises and expressly accepts. As such, ACCOR has a mandate regarding the negotiation, training and marketing of Accor Services at the Establishments. It is noted that the Establishments are operated by legal entities that are distinct from ACCOR.

The Customer acknowledges and agrees that in the event of litigation and/or a complaint relating to a stay at an Establishment or the reservation of an ACCOR Service, the Customer undertakes to exclusively contact the operating company of the Establishment concerned and that in this respect, the Customer cannot in any way seek the liability of ACCOR or any ACCOR group company for deficiencies attributable to the Establishment. Information concerning the Establishment is available (i) in the booking confirmation e-mail and (ii) on the Establishment's form on the Site.

8. Force Majeure and Relocation
Neither of the Parties can be held liable to the other party in the event of the non-fulfilment of its obligations resulting from a force majeure event. It is expressly agreed that a force majeure event suspends the performance of the reciprocal obligations of the Parties and that each Party bears the burden of the costs arising therefrom. The events that are considered as force majeure are those generally recognised by the jurisprudence of the French Court of Cassation. If a force majeure event lasts more than thirty (30) days after its occurrence, these General Terms and Conditions may be terminated by any of the Parties without any of them being able to claim damages.

In the case of a force majeure event, an exceptional event or impossibility to carry out the Service and, in particular, making the room of the Establishment available to the Customer, the Establishment may reserve the option of providing accommodation to the Customer, in whole or in part, at an Establishment in the equivalent category or perform a Service of the same nature, subject to the prior agreement of the Customer. The reasonable expenses relating to the transfer (additional cost of the rooms, transportation and a phone call) between the two Establishment shall be payable by the concerned Establishment in accordance with the existing standard procedure of the said Establishment.

9. Contact, Customer service and complaints

Customer Service is at your disposal to address any claim relating to a Service on the Site.

You can reach us at the Support area
Or you may write to us at:
Customer Service for Reservations
2 Rue de la Mare Neuve
91021 Evry – FRANCE

To facilitate the processing of complaints, it is advisable to send the complaints in writing to the Customer Service Department concerning the non-performance or poor performance of the Services within eight (8) days after the date of completion of the Service.

In its relations with the customer service department, the Customer undertakes to remain courteous and not to make any derogatory comments, in particular with regard to ACCOR, the Establishments, the entities of its group or its employees or collaborators, in accordance with the rules of common sense and politeness. ACCOR reserves the right to take all appropriate measures against the Customer in the event of prejudicial or reprehensible behaviour (in particular unfortunate, malicious or insulting behaviour) with regard to ACCOR, the Establishments, entities of its group or its employees or collaborators.

10. Privacy and Personal Data Protection

When the Customer uses the Site, in particular when making a reservation, ACCOR and ACCOR group entities process personal data as described in the "Personal Data Protection Charter".

Thus, the information collected as part of the Customer's reservation is intended for ACCOR, its entities, its partners, its service providers (in particular online payment service providers) and the Establishments for the purpose of executing the reservation or taking pre-contractual measures. Once the guarantees provided for by the applicable regulations have been put in place, the Customer's data may be transferred from Europe to countries that do not ensure, from the European Union's point of view, an equivalent level of data protection.
In particular, in order to secure payment transactions, ACCOR group entities process personal data to determine the level of fraud risk associated with each transaction. On this occasion, ACCOR and the Establishments may use the ACCOR group risk prevention service provider to refine their analysis. Depending on the results of the investigations carried out, ACCOR group may take security measures, in particular requesting the Customer to use a different reservation channel or an alternative payment method. These measures will have the effect of suspending the execution of the reservation or, if the result of the analysis does not guarantee the safety of the order, of cancelling it. Fraudulent use of a means of payment leading to payment default may result in the Customer being entered in the ACCOR group incident file, which may lead ACCOR group to block future payments or carry out additional checks.

The Customer may at any time exercise his rights under the regulations on the protection of personal data. All the information required for this purpose is set out in the "Personal Data Protection Charter".

11. Miscellaneous

The input of the required bank information and the acceptance of these General Terms and Conditions and the Special Terms and Conditions by electronic means constitute an electronic contract between the Parties which is proof between the Parties of the reservation of the Service and the payment of the sums due upon the execution of said reservation.

The General Terms and Conditions and the applicable Special Conditions constitute the entirety of the obligations of the Parties. No other condition communicated by the Customer may be incorporated herein.

In the event of a contradiction between the Special Conditions and the General Terms and Conditions, the Special Conditions will be the only ones applicable for the obligation concerned. In case of contradiction between, on the one hand, the general terms and conditions, of whatever nature, of a Partner and these General Terms and Conditions, on the other, the stipulations of these General Terms and Conditions will be the only ones applicable to the obligation at issue.

If one or more stipulations of these General Terms and Conditions are deemed to be invalid or declared as such under a law, regulation or following a decision adjudicated by a competent jurisdiction that has become final, any other stipulations shall remain in force to their full extent.

The authentic language is French. If the General Terms and Conditions are translated into a foreign language, the French language will prevail over any other translation in the event of any dispute, litigation, difficulty of interpretation or in the fulfilment of these conditions and, in a more general manner, regarding the relations between the Parties.

The Customer acknowledges and agrees that ACCOR may assign these General Terms and Conditions and all of the rights and obligations attached thereto to any third party without the prior written consent of the Customer. The Customer agrees that such assignment releases ACCOR for future deeds. The Customer may not assign the General Terms and Conditions, nor the rights and obligations attached thereto to third parties without the prior written consent of ACCOR.

12. Applicable law and dispute resolution
The General Terms and Conditions are governed by French law, without hindering the mandatory protective provisions that may be applicable in the country of residence of the consumers.

Accor hereby notifies the Customer of the possibility of recourse in the event of a dispute concerning these General Terms and Conditions to a procedure of conventional mediation or any other alternative form of dispute resolution within the conditions provided for in Title I of Book VI of the Consumer Code.

After having appealed to Customer Service or the Establishment to try to resolve the dispute amicably, and in the event of a negative answer or the absence of an answer within sixty (60) days from the referral, the Customer can contact the Mediator for Tourism and Travel - BP 80303 - 75823 Paris Cedex 17 for the ACCOR Group subsidiary and managed hotels and for the ACCOR franchised hotels that have decided to resort to the Mediator for Tourism and Travel.

- The Mediator's referral procedure and contact information are available by clicking the following link: https://www.accorhotels.com/fr/support/reservations/you-stayed/faq/i-want-to-contact-a-mediator-after-a-dispute-during-my-stay-unsolved-amicably.shtml on the Reservation tab in the Help and Support section, or at the website www.mtv.travel.

- The referral to the Mediator can be done within twelve (12) months after the first complaint.

- The Mediator's referral form is accessible at the following link: https://cloud7.eudonet.com/Specif/EUDO_03874/FormulaireDossierLitiges/home.aspx.

In the event of dispute at an Establishment located in Portugal that could not have been settled by the Establishment concerned or by Customer Service, the Customer is invited to make a claim on the complaint platform provided for this purpose, available on the presentation page of the Establishment concerned. The platform is accessible at the following link: www.livroreclamacoes.pt/.

ACCOR also informs the Customer of the existence of a European Online Dispute Resolution ("ODR") Platform to which the Customer may resort. The Customer may access it at the following link: https://ec.europa.eu/consumers/odr/.

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