

**GENERAL TERMS OF SALE 2009**  
**Business meetings and groups**

**ARTICLE 1: APPLICATION of the General Terms of Sale (G.T.S.).**

These General Terms of Sale apply to services relating to the organisation of meetings, which are provided by the establishment(s) referred to in the enclosed estimate.  
These General Terms of Sale are sent to the Client together with the estimate so as to enable it to make its reservations. Consequently, any and all reservation implies that the Client has fully and unreservedly accepted these Terms, to the exclusion of any and all other documents such as prospectuses, sales documents, etc.  
In the event of a conflict between the provisions set forth in the estimate signed by the Client and those set forth in these G.T.S., the provisions of the estimate shall take precedence.

**ARTICLE 2: RESERVATION CONFIRMATION**

The Client shall confirm its reservation prior to the option date and shall return to the establishments a copy of the estimate and the General Terms of Sale, duly dated and signed by the Client, bearing the handwritten words "Approved for agreement", together with its stamp.  
These documents shall be accompanied by payment of the deposit referred to in Article 9 which represents a material and determining condition of the reservation. Should the deposit not be paid, the establishment(s) shall not confirm the reservation and shall not guarantee availability of the reserved spaces / rooms.

**ARTICLE 3: ORGANISATION OF THE RESERVATION**

**1/ ROOMS**

The Client shall send the rooming list (list of the names of the participants in the convention and room allocation), in written form (fax or letter), to each of the relevant establishments, at least 8 days prior to the scheduled arrival date. Reserved rooms are available to guests as from 3.00 p.m. on the arrival date. Guests shall leave the rooms by midday on the departure date. Late check-outs may be subject to invoicing of an additional night's accommodation at the displayed standard rate.

**2/ COVERS**

The Client shall advise the relevant establishments, in written form (fax or letter), of the exact number of covers required for each meal, 8 business days prior to the event's start date (not including Saturday and Sunday). A reduction in the number of participants shall be considered as a partial cancellation of the reservation and shall give rise to the application of Article 5 of these Terms.

The Client shall confirm its choice of restaurant service (menu, buffet, cocktail party, ...) at least 8 business days prior to the date of the event. Failing this, the hotel reserves the right to impose a choice within the category chosen by the Client. It is hereby stipulated that restaurant services which are not fully consumed pursuant to a package deal shall not give rise to any and all price reduction.

**3/ NO-SHOWS**

"No-shows" (ordered services which are not cancelled) shall be invoiced to the Client on the basis of the whole stay.

**4/ AVAILABILITY OF SPACE**

The Client shall inform each of the relevant establishments prior to the start of the event of any and all major change in the number of participants in the event.  
In all cases, should the number of participants be less than the number set forth in the estimate, the Client may be allocated a different space from the one which was initially provided for, as a result of

the establishment's own management considerations.

**5/ CHANGE IN THE NUMBER OF PARTICIPANTS**

A reduction in the number of participants is considered as a partial cancellation of the reservation and shall cause Article 5 of these Terms to be applied, whether this relates, in particular, to accommodation, restaurant services or rented spaces. Should the number of participants be more than the number set forth in the estimate, the availability of spaces shall only be confirmed after receipt of the supplement to the deposit corresponding to the variation in the reservation.

**ARTICLE 4: CHANGES TO SERVICES**

Any and all request for changes to services as regards the accepted estimate shall be sent to the relevant establishment in writing.  
In the absence of the establishment's written acceptance within 8 days of receipt of the request, the contract shall be deemed as continuing according to the terms and conditions set forth in the estimate accepted by the Client.

**ARTICLE 5: CANCELLATION**

As invoicing is carried out on services ordered on the basis of the whole stay, the Client is requested to pay particular attention to the conditions for cancellation set forth hereinafter. Cancellations, of all or part of the initial reservation, shall be sent in writing to each of the relevant establishments.

**5.1/ Full cancellation**

Changing the date of the event shall be deemed as being a full cancellation and shall cause the cancellation conditions to apply.

Failure to pay the contractual deposits (other than the 1<sup>st</sup> deposit) shall also be considered as a cancellation. In the event of failure to comply with the payment dates, the hotel shall be entitled to request immediate payment of the event's balance from the Client, and the latter's payment shall be received by the hotel within 8 days as from the date of the hotel's written request. Should payment not be received within this timeframe, the event shall be considered to have been cancelled by the Client.

In the event of full cancellation, the hotel shall keep as a penalty, or invoice the Client, as set forth below:

- more than 30 days prior to the date of the event: the amount of the deposit(s) provided for in the special terms,
- between 30 days and 7 days prior to the date of the event: 85% of the cost, inclusive of taxes, of the reserved services,
- less than 7 days prior to the date of the event: 100% of the cost, inclusive of taxes, of the reserved services.

**5.2/ Partial cancellation**

Partial cancellation represents a reduction in the amount of the estimate for any reason whatsoever: reduction in the duration of the event, the number of people, and/or the ordered services. The pro-rata rule shall be applied on the basis of the terms and conditions for compensation, provided for in the conditions for full cancellation.

**5.3/ revision of conditions**

Those going conditions for cancellation may be altered according to the establishment's operating imperatives and the exceptional or complex nature of the vent.

cancellation shall be sent in writing to each of the relevant establishments.

**ARTICLE 6: ROOM TRANSFER**

In the event of the unavailability of the establishment or of force majeure, the establishment reserves the right to have all or some of the participants transferred to a nearby hotel with an equivalent rating for the same type of services, with the expenses relating to the transfer being borne by the establishment, which may not have any and all claims for compensation brought against it.

**ARTICLE 7: PRICES**

Prices are expressed in the currency of the country in which the service is to be provided. The prices set forth in the estimate are granted for a then-current period until the option date. Confirmed prices in the estimate shall be firm for one month as from date when the estimate is sent to the Client. Subsequent to this period, they may be modified according to economic conditions. The applicable prices shall then be those in force on the date when the service is provided.

The prices may be supplemented by visitors' tax in some cities. They may be changed in the event of legislative and/or regulatory reform which may cause price variations, such as: change to the applicable VAT rate, introduction of new taxes, etc.

**ARTICLE 8: OVERTIME FOR LATE OPENING**

The rental times for spaces are broken down as follows:  
Either from 8.00 a.m. to 7.00 p.m., or from 7.00 p.m. to 12.00 a.m. Outside these times, additional rental expenses shall be applied on the basis of effective prices.  
The Client shall be invoiced for the expenses relating to staff working overtime, after 4.00 p.m. for lunches and after 11.00 p.m. for diners / cocktail parties, on the basis of effective prices.

**ARTICLE 9: TERMS OF PAYMENT**

1/ Deposits

A deposit of 85% (unless provided for otherwise in the estimate) calculated on the total cost, inclusive of VAT, of the event, shall be paid when the reservation is confirmed. This deposit may be increased to 100% on the basis of operational considerations, the specificities of the event, or exceptional circumstances such as international events, trade fairs, exhibitions, etc.

2/ Payment deadline

The amount of this/these deposit(s) shall be deducted from the final invoice (the balance), subject to the possible charging of cancellation fees.

Unless provide for otherwise in the estimate, the balance invoices shall be drawn-up by each establishment and shall be paid within 5 days of the invoice date, at the latest.  
Should the Client wish to benefit from the payment deadline, it shall provide a guarantee (collateral-cash deposit, joint and several guarantee or first request guarantee).

In the event of disagreement as to part of the invoice, the Client undertakes to immediately settle the undisputed part of the invoice and to inform the relevant establishment in writing of the cause of the opposition.

It is hereby stipulated that amounts paid in advance shall not bear interest. Similarly, early payment shall not provide entitlement to a discount;

3/ individual payments

Payment for extras (laundry service, minibar, telephone, etc.) and other services ordered individually by one or several participants shall be paid directly by said participants at the establishment's reception desk prior to their departure (individual payment).

Should one or several participants fail to pay for services ordered in addition to the services provided for in the estimate (extras, meals, ...), the invoice shall be sent to the Client which undertakes to settle it within 5 days of the invoice date, at the latest.

In the event of individual payment, the deposit paid on the reservation date shall be returned to the Client during the 8 days following the relevant establishment's receipt of all sums owed in respect of the event.

Any and all unpaid amount shall be deducted from the deposit with the balance being repaid to the Client.

4/ non-payment

In the absence of payment at the contractual due date, penalties for delay shall be payable at a rate of 10% per annum upon receipt of formal notice. Moreover, a fixed penalty of 15% of the amounts owed shall be payable in the event of debt collection proceedings.

**ARTICLE 10: PHOTOGRAPHIC REPORT**

The Client is requested to advise the relevant establishment beforehand of the possible presence of a photographer, and shall be personally responsible for obtaining all authorisations which may be required.

**ARTICLE 11: SALES OF GOODS**

The Client undertakes to provide the mandatory written municipal (room less than 300m<sup>2</sup>) or prefectural (room over 300m<sup>2</sup>) authorisation, at least 15 days prior to the start of the event, if the purpose of renting the premises is retail sale or taking orders for goods preceded by advertising.

Under no circumstances may the rental exceed the term set forth in the municipal authorisation, sales may not exceed 2 months per calendar year in the same establishment.

Failure to obtain the written authorisation shall cause the conditions for cancellation referred to in Article 5 to be applied.

**ARTICLE 12: EXHIBITIONS, FAIRS AND DECORATION**

Any and all facilities installed by the Client shall comply with the provisions of the establishment's specifications and with the most-recent safety guidelines in force, and shall be subject to the prior approval of the safety commission. Any and all project for decoration or setting-up stands shall be referred to the establishment and shall include 5 copies of the facilities' [documentation], otherwise authorisation to exhibit shall be refused.

Clients organising exhibitions or trade fairs shall provide the establishment, at least 15 days prior to the start date of the event, with the prefectural authorisation required for such commercial events (Decree 88-598 of 07/05/1988). The Client undertakes to return the occupied premises to their original condition, at its expense.

**ARTICLE 13: RECRUITMENT**

The French Labour Code (Articles 312-19 and 312-20) bans the establishment from directly or indirectly managing or operating an employment agency.

Under this legislation, the Client shall:

. Provide the establishment with proof that he/she/it is in compliance vis-à-vis the local labour inspectorate;

. Show its corporate name on its employment advertisements, when interviews or selection of applicants takes place at the establishment.

At the same time as it sends the accepted estimate and the deposit, the Client undertakes to represent to the establishment, in a written document, that it meets both the above conditions.

Under no circumstances may the hotel's staff participate in the recruitment initiatives, in particular, by distributing questionnaires to applicants at the establishment's reception desk.

**ARTICLE 14 : ENTRANCE FEE**

At the same time as it sends the accepted estimate and the deposit, the Client undertakes to represent to the establishment, in a written document, that it accepts full liability when the event organised in the hotel's premises is subject to an entrance fee.

In this case, entrance fees shall be paid inside the rented premises. Under no circumstances may the establishment's staff be involved in collecting such fees.

**ARTICLE 15: COPYRIGHT**

The Client shall assume personal responsibility for any and all declarations and payments of any and all royalties, in particular to the SACEM, in respect of the broadcasting of any and all musical works and, more generally, for any and all entertainment inside the premises (band, shows, records, etc.) Prior to the event, the Client shall provide proof of the declaration submitted to the SACEM to the establishment.

**ARTICLE 16: TRANSPORT**

It is hereby stipulated that the establishment shall not provide any service in respect of transport for participants.

**ARTICLE 17: INSURANCE - DAMAGE - BREAKAGES - THEFT**

The Client shall be responsible for the goods and equipment brought [to the establishment]by it or by the participants, in particular [in] the cloakrooms, with the exception of the cloakrooms manned by the establishment's staff outside the rented premises. The Client shall be personally responsible for taking out any and all insurance policy (Damage – civil liability), which it may deem necessary. In particular, it is recommended that the Client take out specific insurance cover in the event of the presence of large equipment or valuable property as the establishment shall not be held liable in the event of damage to, or theft of, said property.

The Client shall be liable for all damage attributable to it (in particular, that caused by participants or their guests) and undertakes, in the event of damage to the premises provided, to bear the cost of retuning said premises to their original condition. Under no circumstances shall the

establishment be held liable for damage of any nature whatsoever, in particular, theft or fire, which may occur to, or damage, the items or equipment left by the Client or the participants during the event which is the subject of this reservation.

**ARTICLE 18: RECOMMENDATIONS**

The Client undertakes not to invite any person whose behaviour could injure the establishment, with the latter reserving the right to intervene if necessary. The Client may not bring in any beverages or food items from outside. The Client undertakes to ensure that the participants and their guests comply with all the establishment's guidelines and rules (in particular, the ban on smoking in communal areas).

The Client shall ensure that the participants do not disrupt the establishment's operations, or compromise the safety of the establishment or of the people inside it.

**ARTICLE 19: FORCE MAJEURE**

The obligations set forth herein shall not apply, or shall be suspended, if their performance becomes impossible as a result of an event of force majeure such as, in particular: actions by the public authorities, hostilities, war, arbitrary act by government or other authority (fait du Prince), act of God, fire, flood, strikes without notice, ....

The Parties shall make every effort to anticipate or limit the impact of non-performance of the contract owing to an event of force majeure; the Party wishing to invoke an event of force majeure shall immediately advise the other Party of both the start and end of such an event, otherwise it shall not be exempt from liability.

**ARTICLE 20: BANQUETS**

Should the Client wish to bring its own beverages then a corkage charge shall apply and shall be charged for each bottle. After 2.00 a.m., staff expenses shall be invoiced for each additional hour and for each person on duty, on the basis of effective rates.

Finally, it is hereby stipulated that children, who may participate in the event, shall do so under the sole responsibility of their parents and/or the Client.

It is hereby further stipulated that the Client may not bring-in any food for the event, in any form whatsoever, either fully or partially. Should it wish to take-away part of the unconsumed food / drink after the banquet, it shall be fully liable therefor, without any and all right of action against the hotel.

**ARTICLE 21: CLAIMS AND DISPUTES**

Any and all claim and opposition shall only be considered if it is made in writing to the establishment within a maximum of 8 days following the end of the event. French law shall be the governing law, or otherwise, it shall be the law of the country where the hotel is located if the contract concerns a single estab establishment outside France.