## General terms & conditions – Hôtel KLE Kaysersberg-Vignoble

These conditions apply to all sales concluded with the KLE hotel, located at 10, Rue du Père Kohlmann 68240 KAYSERSBERG VIGNOBLE (with the exception of group bookings). The customer hereby acknowledges having read these terms and conditions of sale and agrees to abide by them.

These conditions of sale may be modified at any time, and the conditions applicable will be those in force on the date the reservation is made.

### ARTICLE 1- RATES

Rates are quoted in EURO (€) and include VAT applicable on the day of booking. Any change in the applicable rate, or any modification or introduction of new legal taxes by the competent authorities, will be automatically reflected in the prices indicated on the invoice date

These rates are per room, per night, for the number of people mentioned at the time of booking and for the dates selected exclusively. Unless otherwise stated, they do not include ancillary services or tourist tax.

The tourist tax is €1.10 per day and per person (over 18). It is not included in the price and must be paid directly on site. Certain services may be subject to a supplement and to possible modifications without prior notice, for which the hotel cannot be

held responsible. No stay booked prior to a promotional offer will be reimbursed, even partially.

#### ARTICLE 2- RESERVATIONS AND MEANS OF PAYMENT

Reservations can be made via the https://www.hotelkle.com website, by telephone, e-mail or post.

Reservations will only be effective if they are guaranteed by the customer, either by providing a credit card number with validity date, security cryptogram and duly signed debit authorization, or by paying a deposit and receiving a detailed reservation confirmation. Payment for all services must be made directly to the hotel (except for reservations prepaid at the time of booking).

The hotel reserves the right to refuse any reservation if the credit card number is incorrect or the reservation incomplete. Reservations from all sources are payable in €uro only.

Hotel KLE accepts the following credit cards: Visa, Mastercard, American Express, JCB and has PCI-certified secure reservation software that protects and encrypts all sensitive data transmitted to the reservation in order to prevent any disclosure to a third party.

At the time of booking, a credit card debit authorization will be issued. This will be done for information purposes only and will under no circumstances be a charge to the account except in the following cases:

- Non-cancellable-non-refundable" promotional offer.
- If the credit card validity date is prior to the arrival date.

The customer is solely responsible for his or her choice of services and pricing conditions, as well as their suitability for his or her needs, and the Hotel KLE cannot be held liable in this respect.

## ARTICLE 3-FORCE MAJEURE

Force majeure is defined as any unforeseeable and insurmountable event beyond the control of the parties that prevents the Hotel from performing all or part of its obligations under the contract. This shall apply in particular in the event of a strike involving means of transport or hotel staff, or government or public riots.

#### ARTICLE 4- MODIFICATION AND CANCELLATION

Any modification or cancellation of a booking must be requested by e-mail to info@hotelkle.com or by telephone on 03 67 30 05 22. The request will only become effective once the Hotel KLE has confirmed its acceptance in writing.

In the event of a change or cancellation, the following conditions apply:

- For all requests made less than 24 hours before the scheduled arrival date, you will be charged the amount of the first night's stay.
- In the event of a no-show on the scheduled arrival date, your credit card will be charged for the first night's stay.
- Any stay commenced is payable in full.
- No refunds will be made for bookings made at a non-cancellable, non-changeable promotional rate.

For bookings made via our partners' websites, cancellations must be made via this website. The cancellation conditions that apply are specific to the partner and may therefore differ from those of the Hotel KLE.

# **ARTICLE 5- HOTEL AND SERVICES**

Breakfast is free for children under 16.

Kaysersberg Living Experience

Rooms are generally available from 3:00 p.m. and must be vacated by 11:00 a.m. on the day of departure. A supplement may be charged for late check-out.

All our rooms are non-smoking. In the event of smoking in the room (smoke detector activated and/or persistent odor in the room), we reserve the right to charge a supplement of €150.00 (one hundred and fifty euros) to cover the cost of immobilizing the room and additional cleaning.

The customer undertakes to respect other hotel guests, members of staff and the premises. Any behavior contrary to public morality and order will lead the hotelier to ask the customer to leave the establishment without any compensation or refund if payment has already been made, and the balance of the bill will be due.

## **ARTICLE 6-ACCOMMODATION**

In the event that the Hotel KLE is not available, or in the event of force majeure, the hotel reserves the right to accommodate the customer in whole or in part in a hotel of equivalent or higher category, offering services of the same nature. The transfer will then be at the expense of the hotelier, who will not be liable for any additional compensation.

#### **ARTICLE 7- COMPLAINTS**

All complaints must be sent to the Hotel KLE by registered letter with return receipt within 15 days of the end of the stay. After this deadline, no claim will be considered. In the absence of a satisfactory response within 1 month, the customer may refer the matter to the Médiateur du Tourisme et du Voyage (Tourism and Travel Ombudsman), whose contact details are given below: Postal address: Médiation Tourisme et Voyage - BP 80 303 75 823 - Paris Cedex 17 - Website: <a href="www.mtv.travel">www.mtv.travel</a> In the event of an online sales dispute, you will find all the information you need on the European dispute resolution platform: <a href="http://ec.europa.eu/consumers/odr/main/">http://ec.europa.eu/consumers/odr/main/</a>

#### ARTICLE 8- INFORMATION TECHNOLOGY AND CIVIL LIBERTIES

In application of the French Data Protection Act 78-17, customers are hereby informed that their reservation is subject to computerized personal data processing. Users have the right to access and rectify the data entered, which may be exercised by contacting the head office: SARL Hotel KLE - 10, rue du Père Kohlmann - 68240 Kaysersberg Vignoble. This information will not be passed on to third parties.

Customers who do not wish to be contacted by telephone can register free of charge on the opposition list: www.bloctel.gouv.fr. The Hotel KLE offers wifi internet access. The customer-user undertakes to ensure that the computer resources made available to him/her will not be used in any way for the purposes of reproduction, representation, making available or communication to the public of works or objects protected by copyright or by related rights, such as texts, images, photographs, audiovisual musical works, software and video games, without the authorization of the holders of the rights provided for in Books I and II of the Intellectual Property Code, where such authorization is required.

# ARTICLE 9- LIABILITY

The hotel declines all responsibility in the event of theft, loss or damage to guests' belongings during their stay.

The customer will be held responsible for any damage, deterioration or act of vandalism that may occur as a result of occupying the premises and/or as a result of the participants and/or staff for whom he/she is responsible, to movable, decorative and immovable property belonging or not belonging to the hotel. As a result, the Hotel KLE may ask the customer to leave the establishment without any compensation and without any reimbursement of the stay in progress, and to fully reimburse any damage caused by these acts.

## ARTICLE 10- APPLICABLE LAW

The present General Terms and Conditions of Sale are governed by French law. This applies to both substantive and formal rules. Any disputes shall be subject to the exclusive jurisdiction of the French courts.

\_\_\_ Kaysersberg Living Experience \_\_\_\_\_\_