



VAN DER VALK
HOTEL PARIS CDG AIRPORT

General Terms and Conditions of Business for Hotel Accommodation Contracts
- France -

VIII. Check-in and Check-out

1. Rooms shall be made available to the Customer from 3.00 pm on the agreed date of arrival. Early check-in prior to 3.00 pm is subject to the Hotel's confirmation and may be subject to an additional charge.
2. Unless a later arrival time was expressly agreed or the room concerned was paid in advance, the Hotel may as of 6.00 pm dispose of the Customer's booked room(s) and consider the Customer's failure to check-in at the Hotel latest by 6.00 pm as a No Show.
3. On the agreed date of departure the Customer shall vacate the room(s) no later than by noon (12.00 pm). Late check-out after 12.00 pm is subject to the Hotel's prior confirmation and may be subject to an additional charge. If the Customer does not vacate the room(s) in time, the Hotel may demand payment of the full price of rental charges for the room applicable on this day. This is without prejudice to further claims for damages by the Hotel.
4. The Customer does not acquire the right to have certain rooms provided unless the Hotel expressly confirmed a specific room allocation at the time of the Room Booking.

IX. The Hotel's Liability

1. The Hotel fulfills its obligations under the Contract with the reasonable professional care. Should the Customer be referred to as a "professional", i.e. an individual or legal entity acting in the course of its professional activity, the Hotel's liability is restricted to grossly negligent and intentional acts, except in case of bodily injury, health or death. The Hotel's liability is further restricted to compensation for damages which typically may arise by rendering services to the Customer under the Contract and to a maximum amount of EUR 3,500.00 for property damage except in case of grossly negligent or intentional acts and bodily injury, health or death.
2. Should disruptions to services or service defaults occur, the Hotel shall undertake all reasonable efforts to remedy the situation upon knowledge thereof. Should the Customer detect any such disruption or default, it shall notify the Hotel's front desk or manager on duty immediately. The Customer is obliged to minimize the damage as far as can be reasonably expected.
3. The Customer shall notify the Hotel of any loss, destruction, or damage of property items immediately upon knowledge thereof.
4. Wake-up calls are carried out by the Hotel with the greatest care however no liability is assumed by the Hotel.
5. Messages, post and consignments for guests are treated strictly confidential and with due care, but without any liability of the Hotel.
6. Any property left behind by the Customer shall be forwarded to the Customer only upon request and at the risk and expense of the Customer. The Hotel shall store the property for three months from the departure date. After this period the items shall be given to the local lost property office if they are evidently of value. If the property does not appear to be of any value, the Hotel reserves the right to destroy it after the expiry of the three months' period.

X. Governing Law | Data Privacy | Miscellaneous

- Amendments to the Contract require the Hotel's written confirmation to be valid. Supplemental services of the Hotel which exceed the scope of the Contract are subject to availability and additional charge.
- The Hotel processes personal data of the Customer, and of its respective guests and travel partners in accordance with the applicable legal regulations, including where CCTV recordings are active at the Hotel. The Hotel's applicable Privacy Policy is made available to the Customer prior to Room Booking at [%63q:2Sjz/kx2jS:S6:R](#) and at the Hotel's front desk upon request. The Hotel ensures the protection

of Customer's personal data through appropriate technical and organizational measures. The Customer shall ensure that its guests and travel partners agree with the processing of personal data within the framework of the Contract and the applicable Privacy Policy.

3. The place of performance for both parties' obligations is the Hotel's physical address.

4. The Contract and these T&Cs are governed by French law. The application of the UN Sales Convention and its conflict-of-law provisions is excluded.

5. In case of dispute the parties shall seek amicable settlement, failing which the dispute shall be submitted : (i.) should the Client be a "professional", to the exclusive jurisdiction of the Paris Commercial Court and (ii.) should the Client be a "consumer", to the Court having jurisdiction in the area where the Client's personal residence is located.

6. These T&Cs are duly incorporated to and are a binding part of the Contract. In case of discrepancies between the provisions of these T&Cs and the provisions of the Contract, the provisions of the Contract shall prevail.

Should a provision of the Contract or of these T&Cs be or become unenforceable, invalid or void this shall not affect the enforceability and validity of the remaining provisions. The invalid provision shall be replaced by a new, valid and enforceable provision covering the subject matter, and alternatively by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.

These General Terms and Conditions of Business for Hotel Accommodation Contracts are valid as from 1st November 2023.

10. 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.

Van der Valk Hotel 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 of Book VI of the French 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 [p2lk3Sp2q'n-63qu2Sjzesa](#).

The Mediator's referral procedure and contact information are available by clicking the following link: (**Demande saisine - mtv**) 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: (**Saisir le médiateur - mtv**).

11. In accordance with article L.223-1 of the French Consumer Code, Customer who does not wish to be the subject of commercial prospecting by telephone can register free of charge on a telephone prospecting opposition list. This list is accessible via the following site:

www.bloctel.gouv.fr.