

TERMS AND CONDITIONS OF SERVICES

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Ennismore Holdings Limited is a private limited company, registered with Companies House in the United Kingdom under company number 13348771 (VAT Number: 138 9604 82), whose registered office is located at 20 Old Bailey, C/O Withers LLP, London, EC4M 7AN, England ("**Ennismore**"). For the purposes of this policy, Ennismore includes its affiliates.

Ennismore operates this website 25hours-hotels.com (the "**Site**").

The Site allows the reservation of rooms (and other complementary services) in hotels or other types of accommodation operated under the "25hours Hotels" (collectively referred to as the "**Establishments**").

Please note any messages sent through the Site are subject to interception and cannot be guaranteed as confidential until they reach us.

1. PREAMBLE

- These general terms and conditions (the "**Terms**") are intended to define the terms and conditions under which Ennismore allows its customers (the "**Customer(s)**") to benefit from all of the services, particularly reservation services, that are available on this Site and are further described below (collectively, the "**Services**").
- Prior to reserving any Service on the Site, the Customer declares:
 - that said Customer is acting for their own personal purposes that are not part of any commercial activity; and
 - the Customer is at least eighteen years of age and has the full legal capacity to accept these current Terms.
- The Customer is invited to carefully read these Terms, whose prior acceptance is mandatory for the reservation of any Service offered on the Site.
- The Customer is advised to save and print these Terms using the standard functionalities of their browser and computer.
- The Customer must also consult the terms and conditions which are included in the price list and which are specific to each Establishment.
- Ennismore reserves the right to modify or supplement, at any time, all or part of these Terms. In this case, the new version of the Terms will be available on the Site with the effective date. Customers are advised to regularly consult the Terms to be aware of any changes. In any case, the Customer will only be bound by the version of the Terms in force at the time that the Customer makes the reservation for the 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 Services

Ennismore offers:

- reservation services for hotel rooms or other types of accommodation ("**Accommodation Services**");
- reservation services for food and beverage outlets ("**F&B Services**"); and
- services complementary to such Accommodation Services ("**Complementary Services**"), on its Site.

Accommodation Services, F&B Services and Complementary Services are hereinafter jointly referred to as the "**Ennismore Services**" and Services includes, as applicable, Ennismore Services.

2.2 Accommodation Services

- 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 clause 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 (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 (with the exception of service animals) are permitted in the Establishment.
- 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.
- On arrival at the Establishment, the Customer must sign the police form after checking the accuracy of the information that has been pre-completed and after modifying it if necessary. If the Customer refuses to complete or sign the police form, he/she acknowledges that he/she has been informed that the Establishment is entitled to refuse to make the reserved room available to him/her.

2.4 F&B Services

- The essential characteristics, availability dates, hours, services and options offered and particular conditions of sale applicable to the selected services of the offered Establishments are presented during the reservation process as described in clause 3 below.
- In this respect, it is noted that each Establishment has its own special terms and conditions applicable to the selected service also available on the Site (the "**Special Conditions**") which are brought to the attention of the Customer prior to any reservation on the Site. For example, guarantee policy, cancellation period and specific conditions applicable to children.

2.3 Complementary Services

Complementary Services 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 conditions pertaining to each offer.

The Site may also allow the reservation of other types of Complementary Services, such as breakfast, a bottle of champagne on the Customer's arrival, or the upgrade of Accommodation Services or a spa treatment which may offered at an Establishment and subject to the applicable conditions defined by the Establishment.

2.4 Partner Services

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

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

For the purposes of these Terms, Partners includes ACCOR S.A. and its subsidiaries.

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

All reservations are considered made as soon as the Customer is presented with a confirmation page and/or receives a confirmation email.

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.
- Reservations for Ennismore Services may be 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 of the Ennismore Services.
 - Step 2 - the selection of an Establishment and, if applicable, one or more of the Ennismore 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:
 - a statement of the main features (length of stay, features of the Ennismore Service, amount inclusive of applicable taxes); and
 - indication by the Customer of their 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 Ennismore or its Partners (as applicable).
 - Step 5 - the completion of the Service reservation by the Customer with:
 - confirmation of rate selection for the Service;
 - an indication of their 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 Ennismore Service; and
 - the review and acceptance of the Terms 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 Ennismore 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, (as applicable) 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 Terms and the address of the Establishment at which the Customer can submit any complaints.

The Customer may make a reservation for 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.
- All reservations are considered made as soon as the Customer is presented with a confirmation page and/or receives a confirmation email.

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 once the reservation becomes final.
- 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.
- Based on the total price in euros, the latter is converted in accordance with the exchange rate of the day provided by the company DEVISEA. Details of the exchange rate can be found at the following website: <https://www.nationalchange.com/flux-accor-120.xml>.
- 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 applicable taxes on the day of the reservation and any change of the applicable taxes 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.
- 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.
- In general, the prices displayed on the Site are determined through a practice of yield management. They may vary according to the reservation period (advance reservation or close to the date of stay), the dates of stay sought (weekdays/weekends, season, school holidays, public holidays, events, etc.), according to the size of the expected demand or other factors such as the geopolitical, climatic or economic context.
- In the event of promotional offers, the promotions displayed apply to the standard rate of the day offered by the Establishment and which would have been applicable in the absence of the promotion.

4.2 Payment

- The Customer provides their payment information:
 - to pre-pay the reservation before the stay; or
 - as a guarantee of the reservation,indicating directly, in the area provided for such a purpose (secure entry by SSL encryption) when it is a payment card: the payment 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.

- Ennismore has chosen *Adyen/Stripe/OGONE/Ingenico* Payment Services (i.e. Payment Service Provider)/CyberSource/Banque Casino/Silkpay/ShareGroop/AsiaPay/First Data to secure online payments by bank card. The payment 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 their bank and the Establishment or any other entity to confirm their 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 include Visa and Mastercard, American Express, JCC, Diners, China UnionPay, Post Finance, ELO, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat, ShareGroop, Apple Pay, Google Pay 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 payment 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 payment card fraud prevention.
- If the Customer has not pre-paid for their stay online, the Establishment may, upon arrival, ask the Customer for a deposit or an authorisation to debit the payment card to guarantee payment of the sums corresponding to the services consumed on-site.
- Members of the ACCOR loyalty programme may, subject to the conditions of the ACCOR loyalty programme, use their points to book all or part of an eligible Ennismore Service on the Site.
- In the event of the Customer's failure to show up on the first day of their 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 their 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 payment 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 payment 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 clause 4.1 above.
- An invoice will be sent in electronic format to the e-mail address communicated by the Customer at the time of making the reservation; if the Customer wishes to receive an invoice in paper format, they must expressly request this from the Establishment concerned.

4.3 Prepayment

- Prepayment means any payment made at the time of booking by the Customer.
- Once the pre-payment has been made, the Customer will receive an email confirming the booking.
- The amount charged at the time of booking the Service includes the total amount indicated (including all applicable taxes, with the exception of tourist taxes for unclassified Establishments) and, if applicable, the price of the options selected by the Customer, as described in clause 4.1 above.
- The debit of the amount of the booking may take some time to process. If after the processing time the amount of the booking has not been debited, the booking will be cancelled.

4.4 **Credit card guarantee**

- The guarantee of the reservation by credit card means that the Customer's payment details are taken at the time of the reservation.
- The Customer's credit card is not debited and payment for the stay is made directly to the Establishment on the day of arrival or departure, depending on the Establishment, unless the Customer does not show up at the Establishment and has not previously cancelled the reservation in accordance with the cancellation conditions of the reserved rate.

4.5 **Pre-authorisation**

- It is up to each Establishment to define the rules relating to pre-authorisation.
- If the Customer has not prepaid their stay online, the Establishment may, on the day of the Customer's arrival, request an authorization (also called "**pre-authorisation**") from the Customer's bank for the credit card, which may be up to the amount of the reservation and a fixed amount to cover any consumables or expenses incurred by the Customer on the premises (breakfast if it is not included in the rate, restaurant, bar, tourist tax if applicable, etc.) This fixed amount is determined by the Establishment according to the number of persons and the number of nights booked.
Example: 2 nights at 130 euros + 40 euros estimated for extras = authorisation request of 300 euros.
- The pre-authorisation request is not an immediate debit but corresponds to a later payment reserve, authorized by the Customer's bank, which temporarily reduces the limit of the credit card used to guarantee the possibility of a later debit. In some cases, depending on the Customer's bank, the pre-authorization request may appear as a pending debit on the bank account associated with the card used.
- When the pre-authorisation request has been activated and confirmed by the bank either:
 - the Customer presents himself to the Establishment, the payment of the entire stay is made directly to the Establishment on the day of arrival or departure, depending on the Establishment, which then proceeds to request the release of the pre-authorisation request from the Customer's bank. Any consumption or expenses incurred by the Customer on the spot must be paid by the Customer on the day of check-out to the Establishment; and
 - the Customer does not come to the Establishment on the first day of the booking, the Establishment will then send a debit request to the Customer's bank.
- In rare cases, the pre-authorisation request may result in a debit by the Customer's bank before the actual debit is made. In this case, the debit will not be made twice. The balance, if in favor of the Customer, will be automatically re-credited by the bank to the Customer.
- If the reservation is cancelled after the pre-authorisation request has been activated in accordance with the cancellation conditions of the reserved fare, a request for cancellation of the pre-authorization request is automatically sent to the bank of the cardholder used. In rare cases, this cancellation may appear as a refund.
- Please note that it usually takes 24 to 48 hours to process the release of the pre-authorized amount (or refund), but it can take up to 7 business days or more, depending on the cardholder's bank.
- To activate a pre-authorisation request, the Customer is asked to provide their credit card information as part of the reservation guarantee. The Customer is informed in advance of the characteristics of the pre-authorisation request. The credit card details are only kept by Ennismore's payment service provider, in accordance with a strict policy of bank data security.
- If the Customer has prepaid their stay online and has not taken advantage of the online check-in and fast check-out Service as described in clause 4.6 below, the Establishment may ask the Customer for pre-authorisation upon arrival in order to guarantee payment of the amounts corresponding to the services consumed on the premises.

- If the Customer has not prepaid their stay online and no pre-authorisation has been requested from the Customer at the time of reservation, the Establishment may ask the Customer, upon arrival, for a pre-authorisation in order to guarantee the payment of the amount corresponding to the services consumed on the premises.

4.7 Customer's failure to show up

- In the event of the Customer's failure to show up on the first day of his/her reservation of an Ennismore Service ("no show"), the Customer's reservation will be cancelled in full and:
 - In the event that the no-show reservation is a non-cancellable and/or non-exchangeable and/or non-refundable reservation, the Establishment shall retain, as a deposit within the meaning of Articles 1590 of the French Civil Code and L 214-1 of the French Consumer Code in their current versions, the total amount paid by the Customer upon reservation.
 - If the reservation that is the subject of a no-show is a cancellation and/or exchangeable and/or refundable reservation guaranteed by credit card, the Establishment will charge the credit card provided at the time of the reservation for the non-refundable amount. For Accommodation Services this will include the charges for the first night reserved (plus taxes) but additional nights (beyond the first night) will be cancelled without charge.
- The Customer is informed that in such a case, the Establishment will put its rooms back on sale. The Customer will not be entitled to any refund or compensation.
- At the time of prepayment of a non-cancellable/non-exchangeable/non-refundable reservation, the amount of the deposit that is charged includes the total amount indicated at the time of the reservation and, if applicable, the price of the options selected by the Customer, as described in clause 4.1 above.

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 consumer law provides an exemption to the usual right of withdrawal or cancellation 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 "Change or Cancel Your Reservation" section; and
 - 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 their choice of Services on the Site and their suitability for their needs, so that Ennismore cannot be pursued for liability in this regard.

- The Customer is also solely responsible for the information provided when creating their account and/or any reservation of a Service. Ennismore 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 their 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 Ennismore of any hacking or fraudulent use of their e-mail address by contacting its customer service department, whose details are provided in clause 9.
- The Customer agrees to use the Site and the Services offered therein in compliance with the applicable regulations and these Terms. In the event of a breach of the Customer's obligations under these Terms, the Customer is liable for damages caused by him/her to Ennismore or third parties. In this regard, the Customer commits to guaranteeing Ennismore 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.
- Subject to any Specific Conditions:
 - 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 Ennismore may bring against such a Customer;
 - the Customer shall not invite into the Establishment any person whose behaviour 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 and any part of the Establishments is 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); and
 - 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. Ennismore reserves the right to intervene if necessary and to take any appropriate action against the Customer.

7. OBLIGATIONS AND RESPONSIBILITY OF ENNISMORE

- Ennismore undertakes, within an obligation of means, to provide access to the Site and the Services offered in accordance with the Terms, to act with diligence and competence, and to make every effort, within a reasonable limit, to remedy any malfunction brought to its attention.
- Ennismore 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 Ennismore'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; and
 - 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 Ennismore 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.
- The Establishments are operated by legal entities separate from Ennismore.
- Ennismore and the Establishments are bound by a contract under which Ennismore provides hotel know-how, brands and various services including distribution, sales, marketing and loyalty services.
- Ennismore serves as an intermediary between each of the Establishments and the Customer. Ennismore has a mandate regarding the negotiation, training and marketing of Ennismore Services at the Establishments. It is noted that the Establishments are operated by legal entities that are distinct from Ennismore.
- The Customer may not hold Ennismore liable for any shortcomings attributable to the Establishment. Information about the Establishment is available:
 - in the booking confirmation e-mail; and
 - on the Establishment's profile on the Site.
- 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 Ennismore 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 Ennismore or any Ennismore group company for deficiencies attributable to the Establishment. Information concerning the Establishment is available in the booking confirmation e-mail.

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.
- If a Force Majeure Event lasts more than thirty (30) days after its occurrence, these Terms 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.

- For the purposes of these Terms, “**Force Majeure Event**” means an event of an extraordinary nature, which was not caused by the Party claiming for it and which was beyond the reasonable control of the Party claiming it (“**Claiming Party**”).
- Force Majeure Event includes any:
 - strike, labour walkout or other labour interruption/disputes;
 - acts of God;
 - failure of power;
 - civil commotion, riots or insurrections;
 - acts of terrorism;
 - war/invasion;
 - embargos, sanctions or similar restrictions;
 - damage or destruction;
 - earthquake, hurricane, flood, fire;
 - material disruption in airline or other transportation systems;
 - act of a Governmental Authority;
 - local, regional or world threats or outbreak of infectious disease, epidemic or pandemic disease(s); and
 - travel advisories or alerts issued by any Governmental Authority or any international agency or body.
- Force Majeure Event does not include any party’s failure to pay or reimburse any amounts due hereunder as and when due.

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 help.accor.com.
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 Ennismore, the Establishments, the entities of its group or its employees or collaborators, in accordance with the rules of common sense and politeness. Ennismore 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 Ennismore, 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, Ennismore and Ennismore group entities process personal data as described in the "Ennismore Group Privacy Policy" – see <https://ennismore.com/privacy-policy/>.

- Thus, the information collected as part of the Customer's reservation is intended for Ennismore, its entities (including ACCOR S.A. and its group 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 point of view of the United Kingdom and the European Union, an equivalent level of data protection.
- In particular, in order to secure payment transactions, Ennismore group entities process personal data to determine the level of fraud risk associated with each transaction. On this occasion, Ennismore and the Establishments may use the Ennismore group risk prevention service provider to refine their analysis. Depending on the results of the investigations carried out, Ennismore 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 Ennismore group incident file, which may lead Ennismore 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 "Ennismore Group Privacy Policy" – see <https://ennismore.com/privacy-policy/>.

11. MISCELLANEOUS

- The input of the required bank information and the acceptance of these Terms 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 Terms 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 Terms, 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 Terms, on the other, the stipulations of these Terms will be the only ones applicable to the obligation at issue.
- If one or more stipulations of these Terms 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 English. If the Terms are translated into a foreign language, the English 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 Ennismore may assign these Terms 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 Ennismore for future deeds. The Customer may not assign the Terms, nor the rights and obligations attached thereto to third parties without the prior written consent of Ennismore.

12. APPLICABLE LAW

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

The choice of governing law shall not restrict you of any protections you are granted by law in the country you are from.

13. DISPUTE RESOLUTION

- 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 Ennismore group subsidiary and managed establishments and for the Ennismore franchised establishments 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://all.accor.com/gb/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.
- Ennismore 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: <http://ec.europa.eu/consumers/odr/>.