

GENERAL CONDITIONS OF SALE 2023: GROUPS

WE INVITE YOU TO READ CAREFULLY THESE GENERAL CONDITIONS OF SALE AND USE OF OUR ORGANISATION. NO CLAIM CAN BE MADE AFTER SIGNING THESE CONDITIONS.

1. APPLICATION OF THE GENERAL CONDITIONS OF SALE

These General Terms and Conditions of Sale (GTCS) apply to services related to the sale of hotel services (seminars, meetings, conventions, events). These GTC are sent to the Client(s) at the same time as the contract, to enable them to make their reservation.

These General Terms and Conditions of Sale apply between the legal structures listed below referring to the POPINNS brand and the Client(s) Group. They set out, in accordance with the provisions of Decree 2006-1229 of 6 October 2006, the conditions for the exercise of activities relating to the organisation and sale of travel or holidays.

The following legal structures are subject to the POPINNS brand:

- **SARL DG HOLIDAYS** - Intracommunity VAT number: FR00523822112, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL DG URBANS** - Intracommunity VAT number: FR20518126990, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL DG CAMPUS** - Intracommunity VAT number: FR55523822971, domiciled at 105 bis rue de Tolbiac - 75013 PARIS - France
- **SNC EXPLOITATION DE LA COCOTERAIE** - Intracommunity VAT number: FR 29383974441, domiciled avenue europe - 97118 SAINT-FRANÇOIS - Guadeloupe
- **SARL NSRN** - Intracommunity VAT number: FR27532152287, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SAS NCC** - Intracommunity VAT number: FR42750305583, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SAS LES SOURCES DIEULEFIT** - Intracommunity VAT number: FR 82903391837, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL VB BLOIS** - Intracommunity VAT number: FR93539420810, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France

Any reservation therefore implies the Client's full and unreserved acceptance of these conditions, to the exclusion of any other document such as a prospectus, commercial documents, etc. These GTCS and the associated contract form an indivisible whole. In the event of a contradiction between the provisions of the contract signed by the Customer and those of these GTCS, the provisions of the contract shall prevail. If the Customer wishes to assert its General Terms and Conditions of Business (GTCB), and in the event of a discrepancy between the provisions of the Customer's GTCB and the provisions of these GTCB or of the agreement between the Customer and the Hotel, these provisions of the GTCB and those of the agreement shall prevail.

2. CONFIRMATION OF RESERVATION

The reservation will be considered firm and definitive upon return of the duly signed contract, the initialed and signed conditions of sale and the required deposit.

PAYMENTS SCHEDULE :

- A deposit of 30% will be required on signing the contract.
- The balance will be required 30 days before arrival.

The supplements (expenses on site: bar, restaurant, additional activities) will be paid on site by each participant. In the event of non-payment of the sums due on the dates mentioned, POPINNS reserves the right to terminate the contract only after having sent a reminder by registered letter to the organizer and without payment from him within 7 days.

3. TERMS AND CONDITIONS / INSTALLATION

The list of participants (name, first name) and the allocation of rooms must be received 30 days before arrival. The arrival and departure times of each participant and any special instructions must be notified to us. Any changes must be requested in writing.

Room availability time is from 16:00. Late arrivals (or arrivals outside reception opening hours) may result in a surcharge for keys or other services. Rooms must be vacated before 10:00 am. Any delay beyond this time may result in the invoicing of an additional night at the posted public rate.

4. GUARANTEED NUMBER OF PLACES IN OUR RESTAURANTS

The number of meals to be served must be confirmed at least 30 working days (excluding Saturdays and Sundays) before the date of the event.

The Client must confirm his choice of catering at least 30 working days before the date of the event. Beyond this date, the establishment reserves the right to impose a choice in the category chosen by the client (menu, buffet, cocktail, etc.).

Any change made after this deadline will result in the invoicing of 100% of the price of meals previously ordered but not consumed.

Any additional requests will be invoiced in a surcharge, but we decline all responsibility for the conformity of the services if the number exceeds the confirmed number by more than 10%.

5. PROVISION OF SPACE

The Client must inform the establishment of any changes in the number of participants in the event.

In any event, if the number of participants is lower than the number stipulated in the contract, the client may be allocated a different space from the one initially planned, for reasons inherent to the management of the establishment.

For any request for bed linen and/or towels, the client must inform the establishment at least two weeks before the arrival of the group.

Any request for a change of set-up (change of furniture, room, any element of the space) in relation to the accepted contract must be made in writing 48 hours before the start of the event. After this 48-hour period, the hotel will apply an additional charge according to the changes requested by the client.

6. TOTAL OR PARTIAL CANCELLATION OF THE EVENT

6.1. CANCELLATION OF THE SERVICE BY THE CLIENT

Cancellation of the service by the Client obliges him to pay a fixed fee according to the following procedure :

- More than 60 days before the event, 30% of the total amount will be invoiced,
- Between 59 days and 45 days before the event, 50% will be charged,
- Between 44 days and 31 days before the event, 75% of the fee will be charged,
- Less than 30 days before the event, 100% of the fee will be charged.

Cancellation fees will be applied to all services booked (accommodation, breakfast, etc.).

6.2. CANCELLATION BY THE PROVIDER

The supplier reserves the right to cancel or modify the contract in the event of an excessive reduction in the room/meal quota resulting in a loss of profit.

6.3. INTERRUPTION OF THE STAY BY THE CLIENT

In the event of interruption of the stay by the client, the latter shall not be entitled to any reimbursement.

6.4. NO SHOW

In the event of a no-show by one or more participants, the entire service will be invoiced and not refunded.

6.5. CANCELLATION OF THE STAY BY THE CLIENT OR THE SERVICE PROVIDER DUE TO FORCE MAJEURE

In the event of cancellation of the stay by the client or the service provider due to force majeure, the repayment of the sums paid by the client will be made by :

- Postponement of the cancelled holiday replaced by an identical or equivalent service. This postponement is valid for a period of eighteen months.
- Failing this, by issuing a credit note valid for 18 months.
- If the credit note is not used before the end of this period, the client will be repayed for the sums paid or, if applicable, the balance of the credit note remaining.

In the event that a service of higher quality and price is offered, the client will have to pay an additional sum equal to the difference between the price of the higher quality service and the price of the cancelled stay.

The service provider must inform the client by post or email at the latest 30 days after the cancellation of the contract of these reimbursement terms.

The Parties agree that the situations considered as cases of force majeure are those defined by the legal and regulatory texts in force at the date of the stay.

7. ACCOMMODATION

In the event of the establishment being unavailable, in the event of force majeure, technical problems in the Hotel or for any other reason, the establishment reserves the right to arrange for the participants to be accommodated, in whole or in part, in a Hotel of an equivalent category for services of the same nature, with all the costs involved in the transfer will be borne by the establishment (except in the event of force majeure), which shall not be entitled to claim any additional compensation.

8. PRICES

Prices are expressed in the currency of the country where the service is to be provided. The rates shown on the quotation are given for a period of one month from the date the quotation is sent. The rates shown on the contract are firm for one month from the date of dispatch of the contract to the Client, except in the event of legislative and/or regulatory changes (see below). After this period, they may be modified according to economic conditions. The rates may be increased by the tourist tax in certain cities. They may be modified in the event of legislative and/or regulatory changes likely to lead to price variations such as: modification of the applicable VAT rate, introduction of new taxes, etc. The VAT rate applied will be the rate in force on the date of invoicing. In any event, if the order (number of rooms and/or meals and/or meeting rooms) is at least 10% less than the initial contract, the Client may be charged new rates for the reduced services.

9. TERMS OF PAYMENT

Payments can be made by credit card, holiday vouchers, bank transfer or bank cards and must be settled 30 days before arrival on site.

10. PAYMENT OF EXTRAS

Either on the spot when the participant places his order upon arrival at the reception.
Or by bank transfer from the company for full payment of the extras.

11. OVERTIME

Beyond the contractually agreed hours for meals, personnel costs will be charged for each additional hour, based on the current rates. Similarly, any evening or weekend room hire may be subject to an additional charge. The Client will be invoiced for the staff costs incurred for overtime, beyond 16 hours for a lunch and beyond 2 hours for a dinner/cocktail, on the basis of the rates in force, unless otherwise provided for in the contract.

12. INSURANCE

The client is responsible for any damage, direct or indirect, that he or the participants may cause during the seminar.

The hotels decline all responsibility for damage of any kind (theft, deterioration, etc.) affecting goods of any kind (personal effects, equipment, etc.) brought by the organizer or belonging to the participants, regardless of where the goods are stored (car park, lounges, etc.).

13. SACEM, ENTERTAINMENT, MUSIC BROADCASTING, SOUND, LIGHTING

Any musical event planned by the client must be declared to the SACEM beforehand. Any installation or contribution of equipment (audio/video, sound, animation, etc.) provided by the Client must be specified in advance to the establishment.

In the case of decorations or the installation of large structures (lighting bridges, etc.), an inventory of the space used must be drawn up between the client or the organizer and an official of the establishment. Any damage will be invoiced for restoration.

It is strictly forbidden to use confetti during your parties, in which case cleaning costs will be charged.

If a request for an increase in electrical power (compared to that provided by the establishment) is made on behalf of the Client, the costs incurred to resort to this will be charged to the Client. The request must be made in writing to the establishment at least 45 working days before the event.

14. COOKIES

A cookie is a text file that may be recorded in a dedicated space on the hard disk of your terminal* when you consult an online service thanks to your browser software. A cookie file allows its issuer to identify the terminal* in which it is stored, for the duration of the validity or storage of the cookie.

*The terminal refers to the hardware equipment (computer, tablet, smartphone, etc.) that you use to consult or view a site, an application, advertising content, etc.

The Site uses two types of cookies:

Analytical cookies: these are cookies that allow us to better understand the use and performance of our Site, to establish statistics, volumes of traffic and use of the various elements of our Site (content visited, path) allowing us to improve the interest and ergonomics of our services (the pages or sections most often consulted, the articles most read,...). This is the following cookie: Google Analytics (__utma, __utmb, __utmc, __utmz, __utmv).
What data is collected? Web pages visited on our Site and third party cookie.
Purpose: To establish statistics and volumes of traffic and use of the various elements making up our Site.

Sharing cookies (social links): the Site contains sharing links to Facebook, Twitter and other similar social networks, which allow you to share content from our Site with others. When you use these sharing buttons, a third party cookie is set. If you are connected to the social network while browsing our Site, the sharing buttons allow you to link the content you view to your user account. We invite you to consult the privacy protection policies of these social networks in order to learn about the purposes of use, particularly advertising, of the browsing information that they may collect thanks to these application buttons.

This is the following cookie: SOCIAL NETWORK SHARING BAR

What data is collected? Retention period: Third party cookie

Usefulness: Their deletion/refusal makes it impossible to share.

The issue and use of cookies by third parties are subject to the "cookie" policies of these third parties. We inform you of the purpose of the cookies of which we are aware and of the means available to you to make choices with regard to these cookies.

How to refuse/delete cookies:

The storage of a cookie in a terminal is essentially subject to the will of the terminal user, which he or she may express and modify at any time and free of charge.

If you have accepted the storage of cookies in your terminal in your browser software, the cookies integrated in the pages and contents that you have consulted may be stored temporarily in a dedicated space in your terminal.

If you refuse to accept cookies on your terminal, or if you delete the cookies stored on your terminal, you will no longer be able to benefit from a certain number of functions on our Site.

More information on cookies on the CNIL website: <http://www.cnil.fr/vos-droits/vos-traces/les-cookies/>

List of cookies used by the popinns.com website:

- _uetvid used by bing ads
- -_ga used by google analytics
- _gid used by google analytics
- _gcl_au used by google adsense
- _fbcc used by facebook
- _fbp used by facebook
- cookieconsent_status used to store cookie acceptance
- PHPSESSID used by PHP to store and transmit session information
- vchideactivationmsg used by visual composer
- tk_ai used by jetPack, Woocommerce

15. RGPD

- Data controller: Mr Bernard Bensaid
- Legal basis for processing - your data is collected :
 - either on the basis of your consent
 - or for the proper performance of a contract
 - or by virtue of a legal obligation.
- The purpose of data collection
 - to inform Internet users of promotions, specific information regarding their reservation, sending digital catalogues to the e-mail address indicated
 - sending print communications to the postal address indicated
 - sending promotional SMS messages to the telephone number indicated
 - use of e-mail databases for better targeting of ads, particularly on FB ads.

The data is kept for a period of 10 years.

We undertake to carry out all requests for rights linked to the RGPD (oblivion, rectification, portability, etc.) insofar as state laws allow us the right to lodge a complaint with the CNIL.

16. PRIVACY

In accordance with law no. 78-87 of 6 January 1978, law no. 2004-801 of 6 August 2004, article L. 226-13 of the Criminal Code and the European Directive of 24 October 1995.

In any case, POPINNS only collects personal information about the user for the purpose of certain services offered by the site. The user provides this information with full knowledge of the facts, in particular when he/she enters it. It is then specified to the user of the site whether or not he/she is required to provide this information.

In accordance with the provisions of Articles 38 and following of Law 78-17 of 6 January 1978 relating to data processing, files and freedoms, any user has the right to access, rectify and oppose personal data concerning him/her, by making a written and signed request, accompanied by a copy of the identity document with the signature of the holder of the document, specifying the address to which the reply should be sent.

No personal information of the user of the site is published without the user's knowledge, exchanged, transferred, ceded or sold on any medium whatsoever to third parties. Only the assumption of the purchase of POPINNS and its rights would allow the transmission of the said information to the eventual purchaser who would in turn be bound by the same obligation of conservation and modification of the data vis-à-vis the user of the site.

The databases are protected by the provisions of the law of 1 July 1998 transposing Directive 96/9 of 11 March 1996 on the legal protection of databases.

17. NOISE POLLUTION

In the case of parties with entertainment, the establishment reserves the right to reduce the volume of noise or to stop any noise likely to disturb the peace and quiet of the hotel's guests.

18. DAMAGE, LOSS OF KEYS AND THEFT

Any damage that requires the intervention of a professional will be invoiced to you at the price of this same intervention, but also on the loss of profit for non-rental of the damaged property up to 95€ per day.

Failure to return the keys when your participants leave will be charged at €50 per key not returned.

19. CLAIMS

Any dispute or claim can only be taken into consideration if it is made in writing and sent within a maximum of 8 days after the end of the event.

This winter 2022-2023, due to tensions on the French electrical system, power cuts may occur in our tourist establishments, beyond our control. In this case, Popinns cannot be held responsible for this inconvenience.

20. DISPUTES

In the event of a dispute, the courts of the place where the hotel is located shall have jurisdiction.

GOOD FOR AGREEMENT

READ AND APPROVED

DATE: ___/___/2022

SIGNATURE AND STAMP