

Kimpton Saint Honore Paris Ref.: FF1
2. General Services Conditions for Groups - Banquets

1.- Preamble

1.1.- These general conditions (hereafter the "GSC") define the terms and conditions for the provision of services for events organised by **corporate customers** (hereafter the "Customer") for groups, such as receptions, banquets or seminars (hereafter the "Event(s)") by 1 Hotel **Kimpton St Honore Paris, Gerant Hotel Daunou Capucines** (hereafter the "Hotel"), simplified single shareholder company (société à associé unique) with its head office located 27-29 Boulevard des Capucines in Paris (75002), listed on the Business Register of Paris under no. 820 247 104.

1.2.- These GSC take effect on **01/05/2021**. They may be completed by the Special Conditions granted by the Hotel pursuant to its commercial policy. The GSC are addressed to the Customer with the Special Conditions. They can also be accessed from the following address: <https://kimptonsthonoreparis.com/> . The Customer is assumed to have read and accepted the GSC at the signature of the Special Conditions at the latest. The GSC must be accepted without reservations when booking an Event.

1.3.- Should the Special Conditions conflict with the GSC, the Special Conditions will prevail.

1.4.- Any provisions to the contrary or complementary provisions raised by the Customer, particularly as part of purchasing conditions, cannot prevail over the GSC without the prior written acceptance of the Hotel.

2.- Event reservation - Modified services

2.1.- A deposit must be paid and a contract signed for any Event reservation with the Hotel. The Contract includes the Special Conditions, these GSC and any subsequent amendments. The Event reservation will only be effective if the Customer pays the deposit to the Hotel 15 days after the reservation at the latest. Should no deposit be received, the reservation will be automatically cancelled.

2.2.- The Contract is considered to exist once the Hotel has received the Special Conditions, signed and returned by the Customer, providing that the Customer's acceptance matches the offer and that the Hotel has received the deposit before the set deadline. On this basis, any modification to the Special Conditions must be confirmed by the Hotel in writing.

2.3.- The Contract was negotiated based on dates, the number of rooms, reserved areas and sites, and services (seminar and catering areas), as defined in the Special Conditions.

2.4.- Any requests to modify the Contract (with respect to room, space and seminar use) are subject to availability and must be sent to the Hotel in writing.

The Contract may not be modified without the written agreement of the Hotel. Any modifications (particularly rooms, spaces, additional services) will lead to a written amendment agreed between the Parties, subject to this clause. Should no such amendment be reached, the Contract will continue to apply according to the agreed terms and conditions.

3.- Booking cancellations – termination of the Contract

3.1.- The Customer may cancel the Contract, in part or in whole, in writing, notified to the Hotel (fax / email with acknowledgement of receipt / registered letter with acknowledgement of receipt). The Hotel will retain the deposit laid down by the Customer when reserving.

3.2.- Should the Customer fail to comply with any of its obligations, particularly fail to pay the price in full or in part, the Hotel may, without prejudice to any other right, send formal notification to comply within 7 working days by registered letter with acknowledgement of receipt, subject to the termination of the Contract. If the Customer fails to comply within this period, the Hotel may notify the termination of the Contract, ipso jure, by registered letter with acknowledgement of receipt. The termination will take effect on the date of receipt of the notification of termination.

If the Customer breaches articles 4.4 and 4.6.2, the Hotel may notify the termination of the Contract, ipso jure, with immediate effect, by registered letter with acknowledgement of receipt, without prejudice to any other rights. The termination will take effect from the initial presentation of this notification of termination.

3.3.- If the Contract is terminated, all amounts paid will remain the property of the Hotel, unless the Contract is terminated due to failure to comply with the Contract by the Hotel.

3.4.- If no deposit is paid, if the Customer cancels all or part of the Event, the former must pay the Hotel set compensation representing a percentage of the total price for the Event calculated based on the number of days between the date on which the cancellation is received (according to the terms of article 3.1) and the date of the Event, as follows:

Number of days between the date of the cancellation and the date of the Event	% compensation
More than 270 days	10%
269 - 180 days	25%
179 - 90 days	50%
89 - 31 days	75%
30 days or less	100%

4.- Event organisation - Compliance with laws

4.1.- Rooms - menus

4.1.1.- The Customer will send in writing the list of participants to the Hotel (by fax, post or e-mail) at the earliest opportunity, and twenty-one (21) working days prior to the date of the Event at the latest, to allow the Hotel to allocate rooms to participants.

The Hotel will return the "Rooming list" to the Customer two (2) days before the participants arrive at the Event for the checking of names and allocated rooms.

The Customer must submit any requests for modifications to the number of rooms booked in writing, subject to the conditions of article 2. The names of participants may be changed providing that the number of rooms booked is not changed.

Any unused booked rooms will be covered by the provisions of article 2. "Cancellations / early termination".

4.1.2.- The Customer may access the rooms booked from 3 p.m on the arrival date. If a participant arrives before 5 p.m., the Hotel will make every attempt to accommodate them. The Customer must leave the rooms by noon on the departure date at the latest. If the Customer departs after noon, an extra night may be invoiced at the public rate.

4.1.3.- The Hotel will not send individual confirmations or a contract straight to Event participants, unless explicitly requested by the Customer. The prices applied must not be indicated on the documents provided for participants.

4.1.4.- The Customer must inform the Hotel of any special food requests in writing, at least ten (10) days before the Event. No extra costs will apply to these meals, providing that the inherent cost is less than that of the selected menu. Copies of the proposed menus can be provided on request.

4.2.- Booked sites and areas

The sites and areas dedicated to the Event, and the allocated time slot for the Customer, are listed in the Special Conditions. Extra fees will apply after this period, on the basis of the applicable rates.

4.3.- Supplies by the Customer

The Customer acknowledges that no type of drinks, food, tobacco, flowers or other decorations may be directly or indirectly supplied without the prior written agreement of Hotel Management.

All decorations, technical equipment and miscellaneous set-ups at the booked sites must:

- (i) comply with the applicable laws and regulations, particularly safety rules;
- (ii) be approved by Hotel Management prior to use. Hotel Management will not approve any installations which require holes to be drilled in walls, floors or covers, in any way, or the use of adhesive products on these same support surfaces.

Subject to the written acceptance of the Hotel, the Customer may send equipment and packages to the Hotel twenty-four (24) hours prior to the start of the Event, capped at 3 boxes with a maximum total volume of 2 cubic metres. No equipment may be delivered to or deposited at the Hotel outside of this period.

The Customer will indicate the number of boxes in each package to the Banquet Department (i.e. 1 of 4, 2 of 4, etc.). The Customer must provide the Hotel with prior notice of any package deliveries for security reasons. Each box must be clearly labelled to allow the Hotel to identify the name of the Event.

After the Event, the Customer must remove all equipment, decorations, personal belongings and information boards brought to the Hotel premises within the period indicated in the Contract, at its cost.

4.4.- Using booked sites

4.4.1.- The Hotel will rapidly inform the Customer of any significant construction or renovation works required at the Hotel during the Event, which could tangibly affect the use of booked sites or quality of service. The Hotel will make every attempt to limit any disturbance or interference with the use of the booked sites (meeting rooms, or any other meeting space) used during the Event.

4.4.2.- The following are not authorised by the Customer without the prior written agreement of Hotel Management:

- (i) Refer to or use the marks, signs, symbols and logos of any company in the Intercontinental Hotels Group or allow the public use of photographs taken on Hotel premises.
- (ii) Sub-lease the booked sites or use these areas for any purpose other than the agreed purpose.
- (iii) Sell goods or services (including tickets) on Hotel premises.
- (iv) Use tickets, posters or any other advertising medium for this Event.

If the Customer uses the booked sites in a manner which is not compatible with the agreed purpose, immoral, causes disturbance or breaches the applicable legislation, or if the Event is likely to endanger the Hotel's reputation, the Hotel may terminate the Contract with immediate effect, without prejudice to its right to claim damages, subject to the conditions of article 3.2.

4.5.- Musical events

The Customer must obtain the Hotel's prior written agreement for any musical event it wishes to organise as part of this Event. The Hotel reserves the right to refuse any event which it considers incompatible with the Hotel's service and image policy.

The Customer will personally submit any declarations and/or authorisations required to the competent authority for the use of any musical composition and pay any duties owed, particularly to SACEM (copyright body) and SPRE (fair pay body for musicians), for the use of music, and, more generally, any event on the booked sites. The customer must rapidly provide proof of submitting a declaration to SACEM at the request of the Hotel.

4.6.- Security – compliance with laws

4.6.1.- The Hotel will comply with the applicable legislation and regulations for its facilities and operations, including real estate and fires, the provision of equipment and services to the disabled, and the sale or supply of alcoholic drinks. The Hotel will obtain all permits and licences required to provide the services covered by this Contract.

4.6.2.- The Customer is responsible for ensuring that the booked sites are protected by security services during the Event. However, the Customer may decide to exclude the use of security services for the areas, subject to its own liability.

If special security measures are required due to the visit or presence of a VIP during the Event, the Customer is responsible for organising such measures. If the Customer considers that it is necessary to cooperate with the competent Police services for VIP security, the Hotel must be informed of the measures taken in writing beforehand.

The Customer must comply with applicable labour law for all employees during the Event. The Customer will comply with the applicable laws and regulations in the context of organising the Event. The Customer must ensure that the necessary authorisations are obtained and all mandatory declarations submitted prior to hosting the Event. Failing this, the Hotel may terminate the Contract, ipso jure, according to the terms of article 3.2., without prejudice to the right to claim damages.

4.6.3.- The Customer will comply with all preventive health and safety provisions implemented within the Hotel to prevent the virus from spreading and will guarantee compliance with such provisions by Event Participants and external sub-contractors.

4.7.- Conflict of interest

The Customer can provide the Hotel with a list of competitors in order to prevent any conflict of interest. The Hotel will rapidly inform the Customer if any of the Competitors on the list is seeking available rooms or facilities on the same dates as the Group.

The Parties recognise that the Hotel may book rooms and other facilities with unknown end customers.

5.- Financial conditions

5.1.- Price

The prices are defined based on the rates applied by the Hotel at booking. They are established in euros (€) and exclude taxes.

The prices indicated in the quote or proposed Contract are firm for 1 month from the date of dispatch to the Customer. After this period, if the Customer fails to accept this proposal, the prices may be modified based on economic conditions.

5.2.- Invoicing

The invoice will be issued once the services have been provided.

Unless agreed otherwise, the Hotel will invoice the agreed Contractual price to the Customer, including, if applicable:

- (i) all additional services provided by the Hotel at the request of the Customer at the applicable rate for these services.
- (ii) all complementary and extra services (telephone, bar, etc.) requested by individual participants at the Event.

5.3.- Payment

The Contract may provide for the payment of a deposit at booking, depending on the size of the Event.

Invoices must be paid within 30 days of the date of receipt. Payments are considered as effective when the amounts indicated on the invoices have been definitively credited to the Hotel's bank account.

No discount will be granted for payment prior to the due date indicated on the invoice.

Unless invoices are disputed within 7 days of the date of dispatch, they will be considered as accepted.

Even if the description or contents of an invoice are disputed, in view of a potential future adjustment, the invoice must be paid at the due date. If one specific amount is disputed, this amount may be blocked pending checks.

The following will apply in the event of any late payment or failure to pay by the agreed due date, ipso jure, without need for prior notification, and without prejudice to the Hotel's other rights:

- The requirement to immediately pay all outstanding undue invoices;
- The application of late penalties calculated on the basis of the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation, plus ten percent, due on the date after the payment date indicated on the invoice until the full payment of the amount due, without need for dunning;
- The requirement to pay a set rate penalty, equal to the amount defined in a decree, to compensate for all costs incurred by the Hotel and in collecting the outstanding debt; this penalty is currently equal to forty (40) euros, for information. The Hotel may request any complementary compensation as per legal clauses.

Any Event will be considered as a totally separate transaction between the Customer and Hotel. The Customer may not deduct and/or offset amounts from a previous transaction, without the prior written authorisation of the Hotel.

If the payment must be made by credit/debit card, the Hotel must be informed at booking. Only recognised credit/debit cards are accepted. The card must be produced by the signatory thirty (30) days prior to the Event.

The Hotel reserves the right to require the payment of the full amount prior to arrival.

6.- Liability - Insurance

6.1.- It is explicitly agreed that the Event will be organised and managed under the Customer's sole and full liability.

Consequently, the Customer will be sole liable:

(i) for any damage caused to the Hotel by the Customer, its employees, staff, external service providers and suppliers, participants, and visitors, and will meet all renovation costs incurred in returning the sites provided to their original condition in case of damage.

(ii) for any action, proceedings or fines which could be launched due to the organisation of this Event.

The Customer must act as the custodian of all assets, equipment, facilities, materials or set-ups provided by itself or by participants, particularly the changing rooms for the booked sites, excluding any changing rooms monitored by Hotel personnel outside of the booked areas. The Customer will be liable for taking out any insurance policy (Damages – civil liability) considered necessary.

6.2.- The Hotel's obligations under the Contract exclusively include the provision of booked areas and/or rooms to the Customer for use. The Hotel will only be liable if negligence can be proved in compliance with its obligations to provide areas as per the specifications agreed between the Parties.

Under no circumstances can the Hotel be held liable for (i) any type of damages likely to affect the equipment, facilities, materials or set-ups or any assets, of any type, provided by the Customer or participants during the Event, or (ii) the loss of or damage to any equipment left by the Customer, or (iii) the assembly of frontages and stands.

Subject to the limits authorised by law, the Hotel will protect, compensate, defend and exempt from any liability the Customer and its employees, directors, associates, agents, members, and personnel from any legal action caused by Hotel negligence with respect to the provision of Hotel facilities. The Hotel may not waive or be considered as waiving any appeal based on this legal action in application of this paragraph.

6.3.- The Hotel and the Customer must take out suitable civil liability insurance and an insurance policy covering any legal action against either party attributable to the organisation of activities within the Hotel during the Event.

7.- Force Majeure

7.1.- Neither of the Parties will be held liable for non-compliance with all or part of their obligations, attributable to Force Majeure. Force Majeure is considered as an event outside of the control of the debtor, which could not reasonably be foreseen when concluding the contract, and whose effects cannot be avoided by appropriate means, which prevents the debtor from meeting its obligations. According to applicable law, the debtor for any amount due as a contractual obligation cannot be exempted from this obligation on the grounds of Force Majeure.

The following are considered as cases of Force Majeure in particular, however this list is not exhaustive: natural catastrophes (flooding, earthquakes, tornadoes, etc.), fires, war, strikes (total or partial), particularly strikes affecting means of transport and/or communications or Hotel suppliers, threats or terrorist acts or similar, unrest, government provisions (particularly anti-pandemic provisions), closed borders, closed sites, travel or gathering limitations.

7.2.- If such an event occurs, the Party victim to Force Majeure will immediately inform the other Party by any means and confirm this information by registered letter with acknowledgement of receipt within 6 working days, and provide any relevant substantiation.

The Parties will consult each other on the appropriate action to solve the situation. The Hotel may 1°) provide the Customer with limited hotel services if complementary services are not feasible or 2°) propose an alternative solution to the Customer in a hotel of an equivalent standing or provide a similar service, subject to the Customer's prior agreement or 3°) the hotel may suggest deferring the service until after end of Force Majeure.

The obligations of the Party victim to Force Majeure will be suspended, and each Party must meet the inherent costs.

If the Party is prevented from meeting their obligations for more than 40 working days from the start of Force Majeure, either of the Parties can terminate the contract, ipso jure, without compensation, by registered letter with acknowledgement of receipt. The termination will take effect from the initial presentation of the aforementioned letter.

8.- Overbooking

8.1.- If the Hotel is overbooked, the Customer will have priority and no participant at the Event will be re-accommodated, unless absolutely necessary. If participants must be re-accommodated, no participant will be re-accommodated without prior notification and without contacting the Customer beforehand.

8.2.- If re-accommodation is necessary, the Hotel must provide:

- an accommodation in a Hotel of equivalent standing, with no extra costs, for the entire duration of the re-accommodation;
- a return transfer by road between the Hotel and the replacement hotel for the participant on each day of the stay;
- two international phone calls, with a maximum duration of 5 minutes, and the option to consult telephone messages and correspondence;
- an offer to return to the Hotel as soon as a room is available. Should a room become available, and if the participant decides to not return to the Hotel, the Hotel will cease to be subject to any other obligation in application of this article;
- after returning to the Hotel, accommodation of superior standing (if available) and a welcome message from the Managing Director.

9.- Personal data

9.1.- The Hotel and the Customer will ensure that Personal data is processed, pursuant to these conditions, in accordance with the applicable regulations on personal data, and particularly the provisions of Act no. 78-17 of 6 January 1978 amended, and

EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 on data protection, which took effect on 25 May 2018 ("GDPR").

9.2.- The Hotel and the Customer must implement all suitable technical and organisational provisions to ensure that personal data is processed in a manner which meets the requirements of regulations and guarantees the protection of the rights of the data owner.

10.- General provisions

10.1.- The Customer guarantees that staff acting on its behalf and in its name in application of these conditions are duly authorised to represent it

10.2.- The date of effect of any notification will be determined as follows:

- any communication sent by the post or by courier will be considered as effective two days after dispatch;
- any communication sent by fax will be considered as effective at the date and time indicated on the fax confirmation retained by the sender; and
- any communication sent by email will be considered as effective when the message is accepted by the server of the email recipient.

10.3.- The Contract represents the entire agreement between the Parties and replaces and prevails over any prior negotiations or texts between the Parties on the Event. This agreement can only be modified via a written amendment signed by both Parties. If the booking is not accepted by the Hotel in writing, it will be without legal effect and non-enforceable.

10.4.- If any one of the clauses is considered as null or void, all of the other clauses will remain valid. The parties will replace this clause with a valid and enforceable provision, in accordance with legal or regulatory provisions.

10.5.- Should either of the parties fail to exercise a contractual right or fail to require the other party to comply with any provision of this document, this may not be considered as a waiver to the future enforcement of this right.

11.- Applicable Law – Competent jurisdiction

11.1.- French law will be the sole jurisdiction applicable to relations between the parties to the Contract, these GSC, the Special Conditions and any subsequent texts.

11.2.- **The Parties explicitly agree that only the courts for the Hotel's head office will hold competencies in the event of any type of dispute, litigation, disagreement on interpretation, performance or the termination of commercial relations as per these GSC or subsequent texts, including for summary proceedings, the introduction of third parties or multiple defendants, subject to any government provisions.**