Article 1 - Validity

These Leisure Adhoc Group General Terms and Conditions of Sale are reserved for customers travelling for purposes of tourism or business.

A booking by the Client therefore implies unconditional acceptance of these terms and conditions to the exclusion of any other document such as brochures, sales literature, etc.

The Client undertakes not to communicate directly or indirectly, in any way whatsoever, the rates it enjoys under this contract and undertakes. The Client undertakes not to make indirect sales to any third party. No commission is payable on these rates.

For the purpose of these General Terms and Conditions, these terms shall have the following definitions:

JO&JOE or ACCOR or ACCORHOTELS: shall mean the company entering into the Contract with the Client;
Contract: shall mean the Special terms and Conditions together with these General Terms and Conditions;
Guest or participant: shall mean the final client whose the accommodation services are offered to;
Hotel: shall mean each Participating Hotel (as defined in the Special Terms and Conditions) which provides the accommodation services;
Party(ies): shall mean ACCOR and the Client or the Hotel and the Client, as relevant;
Onward Distributor: shall mean, as relevant, the third party company (which may be a Client’s affiliate or partner) contracting with the Client, or the third company contracting with one of the Client’s Onward Distributors, for the onward distribution of the accommodation services.

These General Terms and Conditions of Sale together with the associated Special Terms and Conditions shall form an indivisible whole.

These General Terms and Conditions of Sale shall take precedence over the Client’s General Terms and Conditions of Purchase.

The Client undertakes to comply with and to ensure that its onward distributors, where relevant comply with the same obligations.

Article 2 - Rates

The group rates shall apply provided that 15 participants or more (unless otherwise specified in the commercial proposal) arrive at and depart from the Hotel together, with an identical service being offered for all the participants, and a single invoice is issued.

Unless otherwise specified in the commercial proposal, the specified rates are net rates (no commission is payable).

The group rates shall cover accommodation and breakfast per person and shall include value added tax (VAT). The rate of VAT and all other taxes shall depend on where the hotel is situated and may be changed as stipulated by the local authorities. If the applicable rate of VAT or any other tax imposed by the government or a government body is increased or reduced after the conclusion of this rider, the rates extended by JO&JOE or ACCORHOTELS shall be adjusted accordingly. The applicable VAT rate shall be the tax in force on the invoice date.

The rates shall not include:
- extras to be settled by the end customer directly with the hotel;
- other taxes and levies deducted at source: the regulations in certain countries, cities or regions may impose on the end customer taxes (other than VAT) and levies deducted at source, such as tourist tax. In such an event, the said taxes shall be excluded from the aforementioned rates and paid on the spot to the hotel by the end customer except as otherwise provided in the special terms and conditions. These other taxes and levies deducted at source shall depend on where the hotel is situated. They may be amended in the event of a legislative/administrative change leading to price variations.

In case of promotional offers or grant of free night, tourist tax will be systematically invoiced based on the total number of participants and for each night spent in the hotel.

If, during the period prior to confirmation, the order (number of rooms and/or people and or associated services, etc.) is shown to be at least 10% less than the initial quote or the dates and/or duration of the stays are different from the initial order, the hotel may propose new rates.

In any event, the rates shall be valid for the stays occurring during the validity of this contract and shall be given per person in accordance with the indications given for each hotel listed in the appendix.

If a booking is made for a group stay on a special date (trade fairs, New Year, etc.), specific conditions may apply.
Article 3 - List of named participants

The final list of all the named participants must reach the hotel at least 14 days prior to the group’s arrival.

Article 4 - Cancellation

Invoices shall be issued on the basis of the services ordered for the entire stay. Cancellations of all or part of the initial booking must be sent to the hotel in writing.

4.1 Total cancellation

A change in the dates or the cancellation of a group’s stay shall equate to total cancellation. This shall give rise to the invoicing of a cancellation fee calculated as follows:

<table>
<thead>
<tr>
<th>If the cancellation is received by the hotel</th>
<th>Cancellation fee (% of the initial total quote)</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 90 days prior to the group’s arrival day</td>
<td>10% (*)</td>
</tr>
<tr>
<td>Between 89 and 26 days prior to the group’s arrival day</td>
<td>20%</td>
</tr>
<tr>
<td>27 days or less prior to the group’s arrival day</td>
<td>100%</td>
</tr>
</tbody>
</table>

*The down payment is non-refundable

Total cancellation shall also correspond to late payment of contractual down payments (other than the first down payment). If the payment deadlines are not met, the Hotel shall be entitled to require from the Client the immediate payment of the group balance. The Client’s payment must reach the Hotel within one week from the date of the hotel’s written request. Should the payment not be made within this period, the group booking shall be considered cancelled by the Client.

No-shows

In the event that the entire group or one or more members of the group fails to arrive, or in the event of the interruption of the stay, the Client shall pay a compensation equal to 100% of the amount, inclusive of all taxes, of the hotel services for the totality of the stay at the rate indicated in this contract. No claim may be made by the Client following a no-show.

4.2 Partial cancellation

Partial cancellation shall correspond to a reduction in the amount of the quote regardless of the origin: reduction in the length of the group’s stay, reduction in the number of rooms and/or people and or associated services ordered.

In the event of the partial cancellation of the contract by the Client, a cancellation fee shall be invoiced and calculated in the following way:

| If the cancellation request is received by the hotel | % of the number of rooms that can be cancelled | Cancellation fee (% of initial quote) |
|--------------------------------------------|-----------------------------------------------|
| > 90 days before arrival | 100% | 10% (*) |
| 89-45 days before arrival | 50% | No penalty |
| Beyond this, the hotel reserves the right to cancel the group |
| 44-28 days before arrival | 50% | No penalty |
| Beyond this, the cancellation fees are 50% of the total initial quote (including breakfast) |
| 27-7 days before arrival | A maximum of 10% of the beds can be cancelled | No penalty |
| Beyond this, the cancellation fees are 100% of the total initial quote (including breakfast) |
| 6 or less before arrival | No beds can be cancelled | Any room cancellation is chargeable |
*The down payment is non-refundable*

If the number of participants falls below 15 as a result of partial cancellation, the hotel reserves the right to apply its standard published rates.

**4.3 Late arrival**

In the event of late arrival, after the restaurant has closed, meals not served shall be invoiced. It is duly specified that cancellations made less than 12 hours prior to arrival for the Stop Lunch shall be invoiced at 100%.

**Article 5 - Payment terms**

- **Payment period**

The total cost for the stay must always be paid to the hotel prior to the group's arrival and according to the schedule given below (the percentages are applicable to the total amount of the quote):
- An initial 10% down payment must be made when confirming the group’s arrival at the hotel.
- The second and final 90% down payment must be made at the latest 45 days prior to the group’s arrival at the hotel.

Payments must be made in the currency stated on the invoices issued by the hotel.

The hotel will issue deposit invoices on receipt of such payments. These invoices shall be issued after the establishment’s bank has cleared the down payments.

It is expressly agreed that these sums shall not bear interest. Nor will any discount be granted for early payment.

If the booking is made with less notice than indicated in this schedule, the down payments shall be taken together and must be paid promptly.

If the monies are not paid as specified above, the hotel reserves the right to cancel the bookings and any down payments will be retained as compensation.

The minimum unit invoice amount per establishment shall be €300. Invoicing a smaller amount may attract a management handling charge of at least €20 plus VAT per invoice.

- **Settlement of extras**

Extras (laundry, minibar, telephone, etc.) must be settled by the participants at the hotel front desk prior to the group’s departure. The Client undertakes to ensure that its couriers comply with this rule. The Hotel accepts no responsibility for the consequences of late departure as a result of such settlement.

When a group arrives, the Hotel reserves the right to ask for the imprint of the courier’s credit card and/or of the cards of each member within the group, or failing that, the payment of a deposit at reception.

In the event of non-payment by one or more participants the invoice shall be sent to the Client, which shall pay within 3 days of the invoice date.

- **Non-payment**

In the event of non-payment by the contractual due date, late payment penalties shall be due from the day after the invoice due date at the rate of 15% per annum applied to the total invoice amount, all taxes included. ACCORHOTELS reserves the right to cancel the bookings for any subsequent successive group stay.

In addition, a lump sum penalty of €40 plus VAT per amount receivable shall be payable from the day after the invoice due date to which shall be added an additional penalty covering all the costs incurred for legal process.

Any adverse payment circumstances suffered by another hotel of the ACCORHOTELS Group may result in the termination of this Contract without compensation for the Client.

- **Change in invoicing/payment methods**

Special terms proposed which deviate from the invoicing/payment terms specified in the Contract as well as a request for the subsequent modification of these payment terms must be submitted to the Hotel for formal acceptance and will result in an additional charge for processing costs.

These charges shall equate to 3% of the total amount for the event, all taxes included, with a minimum amount of €20 plus VAT.
Article 6 - Conditions relating to the accommodation

Non-combination of offers and/or promotions

The granted rates cannot be combined with promotional offers other than those granted by the Client.

- Relocation

In the event of an exceptional event or an event preventing the operation of the Hotel under normal conditions and, in particular, natural disasters, unforeseen works inside the hotel, water damage, technical problem, or for any other reason, etc. preventing the provision of services to the customers in the Hotel, the Hotel reserves the possibility of accommodating the customers in a hotel of equivalent category at no extra cost, the costs inherent in the transfer between the hotels being borne by the hotels, which cannot then be held liable for any compensation.

- Multiple bookings

The Client undertakes not to make several bookings for the same group with several hotels. Failure to comply with this rule shall entitle the hotel to cancel the contract unilaterally, and the Client shall not be able to claim any compensation.

Article 7 - Liability

Subject to any applicable laws and regulations, the Hotels are liable for damages and losses resulting from their failure to fulfill their obligations under this Contract. The Client shall be liable for claims, costs, expenses, injuries, material damage and financial losses incurred by the Hotel, participants or third parties resulting from the inability of the Client to meet its obligations under this contract or caused by a wrongful act or omission from the Client, its affiliated companies or participants. As used here, Client affiliated companies shall include, among others, its executive officers, employees, agents, directors, consultants and sub-contractors.

The Client shall be liable for all damage caused by the participants or their invitees and undertakes, in the event of damage caused to the hotel premises, to bear the costs of restoring the said premises to good condition. Under no circumstances may the Hotels be held liable for damage of any kind, in particular fire or theft, affecting the objects or equipment brought by the participants during the accommodation period.

JO&JOE or ACCORHOTELS shall not be held liable on any ground whatsoever for the failure from the Hotels to fulfil their obligations.

Article 8 - Insurance

The Parties undertake to take out and maintain, for the duration of the Contract, all statutory insurance covering their respective business activities and covering the financial consequences of the liability.

In particular, the Client is called upon to take out specific insurance in the event of the presence of heavy equipment or valuables to the extent that the hotels cannot be held liable for deterioration or theft of the said goods.

Article 9 - Claims

Disputes and claims cannot be taken into consideration unless they are made in writing and sent by recorded delivery letter with acknowledgement of receipt to the Hotel within one week from the end of the event or the invoice date if the claim relates to an invoice. If this deadline is not adhered to, the Hotel will not consider any claims.

In the event of a dispute, the Client shall deal exclusively with the company operating the relevant Hotel.

Article 10 - Undertakings and guest stays

The Client undertakes to inform the participants and guests, of the rules set forth in this Article 10 and is responsible for enforcing them.

The Guest shall not invite any person whose behaviour is likely to bear prejudice to the Hotel, and the Hotel reserves the right to intervene if required. The Guest may not bring alcohol beverages. The Client undertakes to ensure that the Guests and their invitees observe all Hotel rules and regulations (including the prohibition of smoking in public premises).

The Guest is liable for all damages caused by him/her and his/her invitees and undertakes, in case of damage to the Hotel premises, to bear the costs for restoring them.
The Guest shall not disturb the Hotel operations and shall not compromise the safety of the Hotel or the persons within. In addition, some Hotels are 100% non-smoking, which means that smoking in the rooms is forbidden.

The Guest agrees and undertakes to use the room as a reasonable person. Any behaviour contrary to public decency and public order shall entitle the Hotel to ask the Guest to leave the Hotel without any compensation and/or without any reimbursement if a payment has already been made.

Some Hotels have rules and regulations designed for Guests. The Client accepts and undertakes to observe these rules & regulations and to ensure the Guests follow the Hotel’s rules and regulations (as per the booking terms and conditions). If the Guest fails to comply with one of the provisions in the rules and regulations, the Hotel may ask the Guest to leave without any compensation and/or without any reimbursement if a payment has already been made.

Some Hotels offer WiFi access (paying or free) allowing the Guest to connect to the internet. The Client must inform the Guest (as per the booking terms and conditions) that the technology resources provided by the Hotel must not be used in any way for the purposes of reproduction, performance, provision or communication to the public of works or objects protected by copyright or related rights, such as texts, images, photographs, musical or audiovisual works, software and computer games, without authorisation from the right holders. The Guest must comply with the security policy of the hotel’s internet supplier, including the usage regulations of security measures put in place with the aim of preventing illicit use of technology resources and to refrain from any activity infringing on the efficiency of these means.

**Article 11 - Force Majeure**

Each of the Parties shall comply with this contract subject to the occurrence of a case of force majeure as defined by case law and described as an emergency beyond the control of the Parties and making the provision of distribution services or the occupation of hotel rooms illegal or impossible.

A breakdown or interruption of the Client’s computer network shall not be regarded as a case of force majeure, insofar as another means of booking may replace it. telephone booking system, for example.

In the event that the performance of this contract is made impossible as a result of a case of force majeure, the fulfilment of the obligations of the Parties shall be suspended for the duration of the case of force majeure, without this giving rise to any compensation.

If the case of force majeure continues without interruption for a period of more than 6 months, the Parties shall enter discussions in good faith seeking to mitigate the effects of the delay or to agree on the steps to be taken, in a fair and reasonable manner.

**Article 12 - Personal data**

For the purpose of this article, personal data is any information used by the Parties which relates to a natural person who is directly or indirectly identified or identifiable by reference to an identification number or to one or more elements specific to that person.

The Parties undertake, for the duration of this Contract, to comply with the applicable legislation governing data protection as regards the collection, use, processing, storage, transmission, correction, deletion and/or communication of data transmitted hereunder.

**Article 13 - Confidential information**

Except as expressly provided for in this Contract, neither JO&JOE and ACCORHOTELS nor the Client may disclose the terms and conditions of this contract, with the exception of the existence and duration of this contract and of the Rate Agreement, or any information concerning the commercial relationship between the Parties, in particular sensitive information (hereinafter collectively referred to as the ‘Confidential Information’), to a third party without the written authorisation of the other Party. Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information if it is required to do so in order to comply with a judgment, a requirement or request of a court, or of an administrative or other official body, and only to the extent necessary for compliance with this contract or to the extent provided for by law. In all cases the receiving Party shall ensure that the person receiving the information treats it with same concern for confidentiality and only uses it for the purpose for which it is disclosed.

The obligation of confidentiality defined in the preceding paragraphs shall remain in force for a period of 3 years following the performance of this contract.

**Article 14 - Assignment - contract between named parties**

This Contract and any riders hereeto are specific to the Client and the Client may not assign any of the rights and duties or any of the obligations conferred upon it by this contract or any riders to any natural or legal person without the prior written authorisation of JO&JOE or ACCORHOTELS.
Nothing in this Contract shall create or shall be deemed to create a partnership or other employer/employee relationship between the Parties.

**Article 15 - Entire agreement**

This Contract shall constitute the entire agreement between the Parties and shall supersede and replace all discussions, negotiations, prior agreements and understandings, written or oral, relating to its subject matter.

Should a court or any other competent authority deem any provision of this contract to be void or inapplicable, in whole or in part, all the other provisions of this contract and the rest of the provision concerned shall remain valid.

This Contract may only be amended by a written instrument signed by both Parties, which shall be binding on the authorised successors and assigns of the Parties.

**Article 16 - Severability**

If any of the provisions of this contract is declared void as a result of a court ruling or has to be amended as a result of ruling by a national or EU authority, the Parties shall endeavour, in good faith, to adapt the conditions of contractual performance, without this affecting the other provisions of the contract.

**Article 17 - Mutual declaration of independence**

The Parties expressly declare that they are and shall remain independent commercial and professional partners for the duration of this Contact.