



General Terms and Conditions Flexible Hotel

Cancellation condition "COVID-19" valid for all winter season bookings 20-21

Article I. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

The following general terms and conditions are applicable without restriction on the reservation of any room, meal or other service provided by Hôtel Macchi. Any reservation implies unreserved acceptance of the general terms and conditions of sale in force.

Hôtel Macchi hereby reserves the right to amend its general terms and conditions of sale at any time. The general terms and conditions of sale applicable are those in force at the date when an order is placed by the buyer. The present general terms and conditions of sale can be consulted at any time on the website at www.hotelmacchi.com.

Article II. OFFER

As is customary and notwithstanding any expression to the contrary, rooms are available from 3 p.m and guests must check out at 11 a.m. Failure to respect the check-out time will lead to an additional night being invoiced.

If you expect to arrive after 9pm, we advise that you call the hotel in advance to notify us of the approximate time of arrival. We will gladly store your luggage in our lockers, and a shower room can be made available on the date of arrival and departure on request. We are unable to guarantee allocation of a particular room.

Article III. BOOKING AND GUARANTEES

Guests are solely and exclusively liable for the choice of services reserved and their suitability.

Guests hereby undertake, prior to making any reservation, to send Hôtel Macchi all information requested and certify the accuracy thereof.

All reservations should be made by email, telephone or letter. Reservations will be confirmed by email by Hôtel Macchi. Reservations will only be definitive after payment of a deposit equal to 45% of the total price of the stay for those services reserved at the standard rate, and the total price of the room if you have reserved at the NANR rate.

Payments may be made by cheque, transfer or other means. Bank cards accepted are: VISA, Eurocard-MasterCard. Fees for transfers received from abroad are payable by the guest.

This deposit may not be classed as arrears.

Article IV. CANCELLATION AND INTERRUPTION OF STAY

All stays are 100% refundable up to **21 days** before your arrival.

In the event of re-confinement **by government order**, stays in progress will be cancelled and the sums involved will be fully refunded.

1/ Cancellation 14 - 10 days before the date of arrival, 50% of the total amount will be charged.

2/ Cancellation 9 - 4 days before the date of arrival, 80% of the total amount will be charged.

3/ Cancellation 3 - 1 days before the date of arrival, 100% of the total amount will be charged.

Any interruption of stay in progress, 100% of the total amount of the reserved services will be charged to you.

Non-refundable cancellation rate :

The non-refundable rate allows you to benefit from a percentage on the initial rate. In case of cancellation, 100% of the amount of the reservation will be automatically acquired at the Hotel Macchi and will not give rise to any refund or credit.

However, we will keep €50.00 in application fees

Our half-board rate is indivisible and includes dinner and breakfast. Any meal not taken will not be reimbursed.

Dinner: a supplement will be requested for Christmas, New Year, and Saint Valentine's dinners.

Article V. PRICES AND PAYMENT

The services proposed by Hôtel Macchi are offered at the prices in force as at the time of reservation. Prices are displayed inclusive of all taxes in euro. They may be amended at any time without notice, depending on the rate of occupancy of the hotel. The invoice balance will be payable 10 days prior to your arrival if you have taken out insurance for cancellation or interruption of your stay.

Article VI. Rules of Procedure:

The client accepts and agrees to use the room in a reasonable manner and in accordance with its purpose, laws, good morals and public order.

Hotel Macchi offers free Wi-Fi internet access. The customer user undertakes that the computer resources made available to him are in no way used for the purposes of reproduction, representation, provision or communication to the public of works or objects protected by copyright, by a neighbouring right such as texts, photographs, audio-visual musical works, software and video games, without the authorisation of the holders of the rights provided for in Books I and II of the Intellectual Property Code where such authorisation is required.

Section 6.01 Occupancy of rooms

For security and insurance reasons, rooms may not contain more occupants than described in the security register.

Single: 1 occupant

Double: 2 occupants

Triple: 3 occupants

Quadruple: 4 occupants

Any request concerning an additional occupant (children and babies) must be mentioned in the reservation and accepted by the hotel as far as the availability of the rooms can accommodate the number of occupants requested.

The use or provision of baby cot must be subject to prior agreement of the hotel.

Section 6.02 Discipline:

The good physical and moral behaviour is of vigour. Acts likely to cause discomfort to the public, to cause disturbance, to cause property damage are prohibited. We invite our customers to have a respectful attitude towards each other as well as with the staff.

Section 6.03 Use of rooms

(a) No smoking rooms:

Pursuant to Decree No. 2006-1386 of 15/11/2006 setting out the conditions for smoking in places used for collective use, any customer who does not comply with this provision will be immediately charged a minimum compensation of 150 euros for degradation and compensation for additional cleaning costs. If the breach is discovered after the departure of the client, the hotel reserves the right to withhold the said sum on the bank card of the offending client for damage and compensation. An invoice will be prepared and forwarded to him.

(b) State of the rooms:

The hotel rooms are not intended for laundry, meals or drying at windows. The hotel will refuse any delivery of food and/or drinks within the property. The hotel may require a minimum cleaning fee of 150 euros if the room is left in a condition requiring additional cleaning or drying and dehumidifying time.

Section 6.04 Value object:

The hotel or its staff cannot be held responsible for any loss and/or theft of any kind.

Section 6.05 Damage:

Any damage found in the rooms or in the common areas of the establishment will be invoiced on the basis of the replacement or restoration of the damaged property or assets as well as the loss of operation.

Concerning clothing, luggage and miscellaneous items deposited in rooms and items left in vehicles

If the hotel is stationed on the premises of which the hotel has the private enjoyment, the responsibility of the hotel cannot be engaged beyond what is provided by the law at the end of articles 1952 to 1954 of the Civil Code.

Article VII. DIVERS

Section 7.01 Pets:

Pets are allowed inside the hotel, but are not fed. Inside the Hotel Macchi, pets always remain under the supervision and responsibility of their owner. Pets should not interfere with the tranquillity and safety of guests and staff at Hotel Macchi.

Section 7.02 Lost and found:

Any item forgotten in the room will be returned to the customer by hand or returned in delivery arranged directly by the customer. The Macchi Hotel assumes no responsibility.

Hotel Macchi is committed to keeping forgotten items for up to 1 year

Article VIII. Applicable Law

Any dispute which could not have been settled amicably, relating to the validity, interpretation or performance of this contract shall be submitted to the judgment of the competent Court within whose jurisdiction the hotel is located.

These general conditions of sale are subject to French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded.

The registers and computerized files of the hotel the MACCHI will be considered by the parties as proof of the communications, orders, payments, and transactions between the parties, at the expense of the customer to bring the contradictory proof.

The fact that the hotel does not avail itself at any given time of one of the clauses of these general conditions of sale, cannot be grounds for denunciation to avail itself subsequently of these same clauses.