

## 1 - PRESENTATION

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These General Terms and Conditions are intended to define the terms and conditions under which the Ki Space Hotel & Spa (hereinafter referred to as the "Establishment") allows its customers to benefit from all services, including booking services, available on this Website and described in more detail below.

The Customer is invited to carefully read these General Terms and Conditions, the prior acceptance of which is mandatory for the booking of any Service offered on the Website. It is recommended that any Customer save and print these General Terms and Conditions using the standard features of their browser and computer. In case of any question or misunderstanding, the Establishment's customer service remains available to provide clarification.

The Establishment reserves the right to modify or supplement, at any time, all or part of these General Terms and Conditions. In such a case, the new version of the General Terms and Conditions will be available on the Website with its effective date. It is recommended that Customers regularly review the General Terms and Conditions to become aware of any possible changes. In any event, the Customer shall only be bound by the version of the General Terms and Conditions in force at the time the Customer makes the booking of their Service.

## 2 - PRICES

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The prices relating to the booking of Services are indicated before, during, and after the booking process.

For Accommodation Services, the prices shown are per room category, based on the number of person(s) and the selected date. Upon confirmation of the booking of a Service, the total price is shown to the Customer inclusive of all taxes (VAT included) in the Establishment's commercial currency and is valid only for the period indicated on the Website. We would like to inform our valued guests that we do not accept foreign currencies.

If the payment of the total price of the Service booking is made to the Establishment in a currency other than the one confirmed in the booking, exchange fees shall be borne by the Customer. It is noted that if a currency conversion of the currency confirmed in the booking into another currency appears on the Website, it is provided for purely indicative purposes and is not contractually binding, particularly due to possible fluctuations in exchange rates between the booking date and the stay dates at the Establishment. Based on the total price in euros, this amount is converted in accordance with the exchange rate applicable on the day.

The tourist tax, displayed during the booking process of the Service, is to be paid directly on site at the Establishment. Prices take into account VAT applicable on the day of booking, and any change in the applicable VAT rate will be automatically reflected in the price indicated at the time of invoicing.

Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the price indicated at the time of invoicing. Finally, certain promotional offers are available exclusively on the Website or sold exclusively online and are in no case available at the Establishment's reception desk.

## 3 - PAYMENT AND GUARANTEE

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Any reservation requires full payment in advance or upon the Client's arrival. Advance payment will be made via a secure payment link sent to the email address previously provided by the Client when making the reservation. The Client provides their payment details either to prepay the reservation before the stay, or as a guarantee of the reservation, by entering directly in the designated secure area (SSL-encrypted entry system), when using a bank card, the card number without spaces between digits, as well as its expiry date (it is specified that the bank card used must be valid at the time of the stay) and the visual security code in the context of a prepayment via a payment platform.

The Establishment accepts the following payment methods: bank card (Mastercard, Maestro, Visa, Visa Debit, American Express) and contactless payment (Apple Pay, Google Pay, WeChat Pay), cash in euros only, and ANCV holiday vouchers. The Establishment may also request presentation of an identity document for fraud prevention purposes. If the Client wishes to receive an invoice in paper or digital format, they must expressly request it from the Establishment. Prepayment is made via the Establishment's website. Prepayment refers to any payment made at the time of, or after, the Client's booking. Once the prepayment has been made, the Client receives a confirmation email for their reservation.

The amount charged at the time of booking includes the total amount indicated during the booking process (including all applicable taxes, excluding tourist taxes) and, where applicable, the price of any options selected by the Client.

If you have chosen the "Pay on site" option, you are required to settle your stay at the reception upon arrival.



A pre-authorisation request upon arrival or prior to your booking will be mandatory. This is not an immediate debit but rather a guarantee for future payment, authorised by the Client's bank, which temporarily reduces the credit limit of the bank card used to secure potential extras. In some cases, depending on the Client's bank, the pre-authorisation 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 Client presents themselves at the Establishment and pays the full amount of the stay directly upon departure. The Establishment will then request the release of the pre-authorisation from the Client's bank.
- The Client does not show up at the Establishment on the first day of their reservation; the Establishment sends a request to the Client's bank to debit the amount.

In rare cases, the pre-authorisation request may be processed as an actual debit by the Client's bank before the final debit is made. In this case, the amount will not be debited twice. Any balance, if in favour of the Client, will be automatically credited back to the Client by the bank.

If the reservation is cancelled after the pre-authorisation request has been activated in accordance with the cancellation conditions of the reserved rate, a request to cancel the pre-authorisation is automatically sent to the cardholder's bank. In rare cases, this cancellation may appear as a refund.

It should be noted that the release of the pre-authorized amount (or refund) usually takes twenty-four (24) to forty-eight (48) hours, but this delay may extend to seven (7) working days or more depending on the cardholder's bank.

To activate a pre-authorisation request, the Client is invited to provide their bank card details as part of the booking guarantee. The Client is informed in advance of the characteristics of the pre-authorisation request. Bank card data is stored exclusively by the Establishment's payment service provider, in accordance with a strict banking data security policy.

#### **4 – NO-SHOW**

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Except in exceptional circumstances, in the event that the Client does not show up on the first day of their booking of an Accommodation Service, without having informed the Establishment in advance, the Client's reservation will be fully cancelled and the Establishment will make the reserved Accommodation Services available for resale:

- In the case where the booking subject to a no-show is a non-cancellable and/or non-changeable and/or non-refundable reservation, the full amount of the reservation remains due. The total amount of the stay will be charged to the credit card provided at the time of booking. Any additional services booked and cancelled will also be fully charged.
- In the case where the booking subject to a no-show is a cancellable and/or changeable and/or refundable reservation guaranteed by credit card, the Establishment will charge the credit card provided at the time of booking for the VAT-inclusive amount of the first night reserved. The Client is informed that in such a case, the Establishment will make the rooms available for resale. The Client shall not be entitled to any refund or compensation whatsoever.

At the time of prepayment of a non-cancellable / non-changeable / non-refundable booking, the amount charged includes the total amount indicated at the time of booking and, where applicable, the price of any options selected by the Client.

#### **5 – TOURIST TAX**

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In accordance with applicable regulations, our Establishment is required to collect a tourist tax for each night booked; this tax is determined by the local municipality.

The amount of the tourist tax is calculated per adult and per night. This tax is not included in the room rate and will be added to your bill during your stay. In the event of a no-show at the hotel, the Client is not liable for the payment of the tourist tax.

#### **6 – CLIENT COMMITMENT AND RESPONSABILITES**

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The Client is also solely responsible for the information provided when creating their account and/or when making any Service reservation. The Establishment cannot be held liable in the event of incorrect or fraudulent information provided by the Client. Furthermore, the Client is solely responsible for the use of their account and for any booking made, whether in their own name or on behalf of third parties, including minors, unless they can demonstrate fraudulent use not resulting from any fault or negligence on their part. In this respect, the Establishment must be informed immediately of any misuse or fraudulent use of the Client's email address via customer service. The Client agrees to use the Website and the Services offered in compliance with applicable regulations and these General Terms and Conditions. In the event of a breach by the Client of their obligations under these General Terms and Conditions, the Client shall be liable for any damage caused to the Establishment or to third parties. In this respect, the Client agrees to indemnify the Establishment against all claims, actions or proceedings of any kind that may arise therefrom, and to compensate it for all damages, costs or any related compensation. In particular, by making a definitive reservation for a Service, the Client agrees to pay the price and to comply with the applicable specific conditions. Indeed:



- Any booking or payment that is irregular, ineffective, incomplete, or fraudulent for a reason attributable to the Client shall result in the cancellation of the Service reservation at the Client's expense.

The Establishment has set the check-in time at 3:00 PM and the check-out time at 11:00 AM. Any departure after 11:00 AM will incur the following charges: between 11:00 AM and 12:00 PM, €30; between 12:00 PM and 1:00 PM, €60; between 1:00 PM and 2:00 PM, €90; and after 2:00 PM, the price of an additional night.

- The hotel parking is subject to a fee and is exclusively accessible to the Establishment's guests.
- The Client must not invite to the Establishment any person whose behaviour is likely to cause harm to the Establishment.

**Our Establishment is 100% non-smoking, which means that in this context:** in accordance with Articles L.3512-8, R.3512-2 and following of the French Public Health Code, it is strictly forbidden to smoke or vape within the Establishment, including in all rooms as well as in all common areas of the hotel. This prohibition is subject to mandatory regulatory signage within the Establishment, in accordance with applicable legal provisions.

Failure to comply with this prohibition constitutes a breach of the Establishment's internal rules and will result in the Client being charged a fixed **penalty of €150**, corresponding to additional costs for deep cleaning, deodorisation, and restoration required to return the premises to normal operating conditions. The violation may be identified in particular by the presence of a persistent smell of tobacco or vaping, the presence of ash or residues, the activation of the fire detection system, or any observation made by the Establishment's staff.

The Client is informed that the rooms and common areas of the Establishment are equipped with fire detection devices. Smoking within the Establishment or in the rooms may trigger the fire alarm system.

In the event that such activation results in the intervention of security services, remote monitoring services, or emergency services, including the fire brigade, all costs arising from such intervention may be charged to the Client responsible, up to the limit of the actual costs incurred by the Establishment.

Furthermore, any damage to, disabling, or alteration of safety devices, in particular smoke detectors or fire sensors, will result in charges to the responsible Client corresponding to the actual cost of repair or replacement, including parts and labour.

The Client authorises the Establishment to charge the corresponding amounts to the bank card provided at the time of booking or used during the stay, in accordance with the applicable contractual provisions.

- The Client must not disrupt the operation of the Establishment and must not compromise the safety of the Establishment or of any persons present therein.
- The Client is required to comply with the established rules regarding authorised time slots, specifically defined between seven (7) a.m. and ten (10) p.m., in order to minimise any noise disturbance. The Client expressly undertakes to preserve the peace and quiet of other guests of the Establishment by strictly observing these designated hours.
- More generally, any behaviour contrary to morality and public order within the Establishment, as well as any breach of the Establishment's Internal Rules, shall entitle the hotel manager and/or any other service provider to request the Client to leave the premises without any compensation and/or without any refund if payment has already been made. In the event that no payment has yet been made, the Client shall be required to settle the cost of the Services consumed before leaving the premises.
- Minors may only stay at the Establishment when accompanied by an adult and in possession of their own identity document. If the accompanying adult is someone other than the parents, that person must hold parental authorisation from the child's parents.
- The Client also undertakes to ensure that the IT resources made available by the Establishment (in particular the Wi-Fi network) are in no way used for the reproduction, representation, making available, or communication to the public of works or materials protected by copyright or related rights, such as texts, images, photographs, musical works, audiovisual works, software, and video games, without the authorisation of the rights holders provided for in Books I and II of the French Intellectual Property Code, where such authorisation is required. The Client is furthermore required to comply with the security policy of the Establishment's internet service provider, including the rules governing the use of security measures implemented to prevent the unlawful use of IT resources, and must refrain from any act that may compromise the effectiveness of such measures.
- The Client is responsible for all damage caused by themselves and/or their guests within the Establishment and shall bear all costs arising from such damage and/or from any breach of the aforementioned rules. The Establishment reserves the right to intervene where necessary and to take any appropriate measures against the Client.
- Conformément à la législation en vigueur, tout établissement d'hébergement touristique est tenu de remplir une fiche de police pour chaque Client séjournant dans ses locaux. Lors de l'enregistrement, le Client devra présenter une pièce d'identité ou un permis de conduire européen ou un passeport en cours de validité.
- For security and incident prevention purposes, please note that all common areas of our Establishment are under video surveillance, in accordance with applicable legislation.

## **7 – COMMITMENT OF THE KI SPACE HOTEL & SPA ESTABLISHMENT**

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The Establishment undertakes, as part of an obligation of means, to provide access to the Website and to the Services offered in compliance with the General Terms and Conditions, and to act with due diligence and competence, and to use all reasonable efforts to remedy any malfunction brought to its attention.

The Establishment may, however, be required to temporarily suspend the Website without prior notice, in particular for technical maintenance reasons, without this engaging its liability. The Client acknowledges and accepts that the Establishment's liability cannot be held liable for any inconvenience or damage related to the use of the Internet network, including, without limitation:

- Poor transmission and/or reception of any data and/or information over the Internet;
- La défaillance de tout matériel de réception ou des lignes de communication ;
- Any malfunction of the Internet network preventing the proper functioning of the Website and/or the booking of Services.

The Establishment wishes to specify that partners are responsible for the promotion of offers published on their own websites. The decision to consult third-party websites therefore falls under the Client's full and sole responsibility.

## **8 - FREE SHUTTLE SERVICE**

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The shuttle service is provided free of charge to hotel guests, according to fixed schedules communicated in advance. Guests are required to arrive at the indicated departure time. The hotel cannot be held responsible in the event of delay or failure by the guest to show up, resulting in the loss of access to this service. If an alternative mode of transport is used, such as a taxi, any costs incurred shall remain entirely at the guest's expense. In the event of high demand, access to the shuttle service may require waiting for the next scheduled departure. Any alternative transportation arrangements remain the responsibility of the guest.

## **9 - FORCE MAJEURE & RELOCATION**

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Neither party shall be held liable towards the other in the event of non-performance of its obligations resulting from a case of force majeure or from the unavailability of one or more rooms for technical reasons or reasons beyond the Establishment's control. Force majeure is defined as an event that is unforeseeable, unavoidable, and beyond the control of the parties, making the normal performance of contractual obligations impossible. Such events may include, but are not limited to, natural disasters, acts of war, governmental decisions, pandemics, or any other event recognised as force majeure under civil law and general principles of contract law.

In the event of force majeure or the unavailability of one or more rooms for technical reasons or reasons beyond the Establishment's control, each party shall be temporarily released from its contractual obligations. The Establishment undertakes to promptly inform the Client of the occurrence of such an event and of the measures taken to mitigate its consequences. Where possible, the Establishment may propose alternative solutions, such as relocating the Client to a similar establishment or providing an equivalent service.

Neither party shall be held liable for any direct or indirect damages resulting from the non-performance of its obligations due to a case of force majeure or the unavailability of one or more rooms for technical reasons or reasons beyond the Establishment's control.

However, as soon as the situation allows, the parties undertake to resume performance of their contractual obligations as soon as possible.

If the force majeure event or the unavailability of one or more rooms for technical reasons or reasons beyond the Establishment's control persists for a prolonged period, the parties may consider terminating the contract without any entitlement to damages for either party.

In the event of force majeure, an exceptional event, or inability to provide the Service, and in particular to make the reserved room available to the Client, the Establishment may choose to accommodate the Client, in whole or in part, in an establishment of equivalent category at most, or provide a service of the same nature, subject to the Client's prior agreement.

## **10 – FACILITY CLOSURES**

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The Establishment reserves the right to temporarily close, without prior notice, all or part of its Services and facilities, whether for the Client's safety or due to regulations preventing the proper operation or accessibility of its Services. These measures aim to ensure compliance with applicable safety standards and to adhere to legal provisions that may impact the provision of the Services offered. In the event of temporary closures resulting from such circumstances, no compensation shall be granted.

## **11 - COMPLAINTS**

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Any complaint relating to the Services must be addressed to the Establishment as soon as possible, in order to allow it to process the request under the best possible conditions.

Complaints may be submitted by the Client to the Establishment's customer service department, using the contact details provided on the Website or at reception during the stay.

The Establishment undertakes to review any complaint received and to respond within a reasonable timeframe, depending on the nature and complexity of the request.

## **12. BLOCTEL DO-NOT-CALL REGISTRY**

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In accordance with applicable regulations, the Client is informed of the existence of the [BLOCTEL](#) telephone solicitation opt-out list, on which any consumer may register free of charge in order to no longer be contacted by telephone for commercial prospecting purposes.

## **13 - PROTECTION DES DONNÉES PERSONNELLES**

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We may be required to collect and process certain personal data. You may review our personal data protection policy on our website, or request a copy by email at: [direction@kispac-hotel.com](mailto:direction@kispac-hotel.com).

## **14 - CONCLUSION**

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By accepting these General Terms and Conditions of Sale, the Client acknowledges having read and understood all the terms and conditions governing the contractual relationship with the Establishment – Ki Space Hotel & Spa. These GTC establish a transparent and fair framework, defining the rights and obligations of both the Establishment and the Client.

Acceptance of the GTC implies a mutual commitment, whereby the Client agrees to comply with the defined rules and policies, thereby ensuring a pleasant experience for all parties involved. These terms are subject to modification, and any updated version will be available on the Website.

The Establishment strives to provide high-quality services and undertakes to act diligently in resolving any issues related to its services. Customer trust and satisfaction are at the heart of our priorities, and we hope that each stay within our Establishment will meet expectations and help create memorable experiences.