

HOTEL U SAN DANIELLU TERMS AND CONDITIONS OF SALE

PLEASE READ CAREFULLY

Last updated April 08, 2025, at 7pm

ARTICLE 1 – DEFINITIONS

Capitalised terms in this document, whether singular or plural, have the following meaning:

Customer: means a natural person of legal age, acting for his or her own personal needs and having full legal capacity to enter into commitments hereunder.

General Terms and Conditions of Sale (GTCS): refers to the document issued by Hotel U San Daniellu describing the terms and conditions of each Customer's stay in the establishment.

Reservation Confirmation: means the document summarizing the details of the Reservation made by the Customer (Services Reserved, Rate plan of the Rate Reserved, price, any taxes, price of Ancillary Services, guaranteed Reservation dates) sent by the Hotel's Website to the Customer.

Confirmation Email: refers to the Confirmation Email sent by the Hotel to the Customer at the Email address provided by the Customer at the time of the Reservation and/or purchase, containing a summary of the Contract and specifying in particular the conditions of the Reservation.

Contract: means the present General Terms and Conditions of Sale as well as the specific conditions of the fare booked, or the Cancellation policy as the case may be, as summarized in the Confirmation Email, as well as any attached documents.

Reservation Request: refers to all Reservation Requests for rooms and villas at the Hotel made by the Customer on the Hotel's Website, using the Reservation engine, by e-mail or by telephone.

Personal Data: information relating to an identified or identifiable natural person.

Hotel: refers to the U San Daniellu Hotel operated in its own name by Mme Fratacci Marguerite, located at Lieu-dit San Daniellu - 20253 Farinole - Haute-Corse – France :

Company name: Hotel U San Daniellu

E-mail: contact@usandaniellu.com

Telephone: 04.95.37.11.01

Individual VAT identification: FR 78 52183800300015 Siret number 521

838 003 00023

Site hosted by: Planethoster- head office: 4416 Louis-B. -Mayer, Laval, Quebec, Canada H7P 0G1

Price Plan: refers to the combination of different factors that characterize a Reservation. These include Cancellation Conditions, rates, length of stay, type of Accommodation and any Ancillary Services or promotional offers available.

Partners: refers to any Service Partner who has entered into a service Contract or partnership agreement with the Hotel.

Privacy Policy: refers to the Data Protection Policy.

Cancellation Policy: refers to the specific conditions applicable to the modification and/or cancellation of a Reservation:

- Flexible rate: refers to a rate that the Customer can choose at the time of Booking. It can be cancelled and modified and complies with the Hotel's standard guarantee and Cancellation conditions.
- Non-cancellable/non-refundable fare : refers to a fare that the Customer can choose at the time of Reservation. It is non-exchangeable, non-refundable and non-changeable regardless of the reason for Cancellation. The price of the Reservation includes all taxes.

Hotel Accommodation Service: refers to the provision of Accommodation in the Hotel for the duration and dates selected by the Customer under the conditions set out in these General Terms and Conditions of sale and/or the Hotel U San Daniellu Website, for all the rooms and villas offered to the Customer at the time of booking.

Services: refers to any Room or Villa Reservation Service made by the Customer on the Hotel's Internet Site, including Ancillary Services (breakfast, snacks, etc)

Ancillary Services: refers to products and/or Ancillary Services (champagne, beer, wine, bouquet of flowers for a birthday or honeymoon).

Hotel Website: refers to the Hotel Website accessible at the following address: <https://www.location-villa-farinole.com>.

Reserved Rate: refers to the price and applicable conditions (Cancellation, modification etc) pursuant to these GTC and the offer issued by the Hotel and accepted by the Customer as part of the reservation and after Confirmation of the Reservation. This Tariff may include local taxes and/or supplements corresponding in particular to additional Services selected by the Customer.

Tourist Tax: is a compulsory tax that contributes to the development of tourism in the destination, to be paid in addition by the Customer at the time of departure. The Tourist Tax is payable per person of legal age (18 and over) and per night.

ARTICLE II – PURPOSE

Hotel U San Daniellu has a Hotel business that offers Online Booking Services.

The purpose of the General Terms and Conditions of Sale is to define the rights and obligations of the parties in the context of the Reservation of rooms or villas and the sale of Ancillary Services without restriction or reservation offered on the Hotel's Internet Site.

They may be sent to the Customer at the same time as the quotation for acceptance and finalization of the Reservation, or they may be consulted directly on the Hotel's Website, also for acceptance.

The Contract expresses the entirety of the obligations of the parties. No General or Specific Conditions communicated by the Customer may be incorporated into the Contract. The choice of the purchase of a Service is the sole responsibility of the Customer.

The Customer declares that:

- They have full legal capacity to enter into commitments under these General Terms and Conditions of Sale.
- Book a room or villa and related Services for personal use.
- Be able to save and print these Terms and Conditions.

ARTICLE III – ACCEPTANCE OF CONDITIONS

Validation of the Reservation of a room or villa or the purchase of related Services by the Customer implies full acceptance, without restriction or Reservation, of these General Terms and Conditions of Sale, of the Site's Privacy Policy and the Terms and Conditions of Sale of the Reserved Rate. Any conditional acceptance is considered null and void.

The present General Terms and Conditions of Sale are accessible and downloadable at any time from the Hotel's Website and shall prevail, where applicable, over any other version or any other contradictory document and may be subject to subsequent modifications. The version applicable to the Customer's purchase is that in force on the Hotel's Website at the date of Reservation.

Customers are informed that the Hotel enters into partnership agreements with third-party Travel Providers to enable them, using the Services offered by these Partners on their Websites, to search for, select and book rooms or villas in the Hotel. To this end, the Hotel will send the Hotel's General Terms and Conditions of Sale to the Customers concerned for their information. The Customer declares that he/she has obtained all necessary information from the Hotel, which is available on the Website. The Customer undertakes to respect the purpose of the Site and not to use it in such a way as to divert it from its purpose of presenting the Reservation Services.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system shall be deemed authentic for all transactions entered into with the Customer. The entry of bank details and acceptance of the General Terms and Conditions of Sale, the Tariff Terms and Conditions of Sale or the Reservation Request have the same value as a handwritten signature on paper.

The electronic records kept in the Hotel's computer system shall be adequately protected and shall serve as proof of all communications, orders and payments made between the Hotel and the Customer.

Customers are informed that their IP address is recorded at the time of booking.

In accordance with the French Data Protection Act of January 6th, 1978, Customers may access correct or oppose their Personal Data at any time by sending a letter with proof of identity to the following address: Hotel U San Daniellu, 20253 Farinole, Haute Corse.

The Hotel reserves the right to temporarily close the Site for updates, maintenance, modifications or changes without notice or compensation.

ARTICLE IV: RESERVATION

Hotel U San Daniellu offers 5 categories of Accommodation:

- 1 one-bedroom villa with private pool
- 2 two-bedroom villas with shared pool
- 1 two-bedroom villa with private pool
- 2 superior rooms
- 2 deluxe rooms

The detailed characteristics of each category are presented on the Hotel's Website.

The Hotel is entirely non-smoking, and pets are not allowed.

Breakfast may or may not be included, depending on the Customer's Rate Plan. Any extra charge will be invoiced on departure. Access to the Wi-Fi network is free of charge.

The Customer may access his/her room or villa from 3.30pm on the day of arrival, as indicated in the Reservation Confirmation, and must vacate the premises by 11am on the day of departure, unless otherwise agreed by the Hotel.

Invitation to external guests

To ensure the safety and tranquillity of other guests and the premises, any invitation to an outside party must be approved by the Hotel.

Attire

Correct dress is required when on the premises, especially at Reception.

Swimming pools

Pool opening times must be strictly observed (8.30am to 8.30pm).

Minors must be accompanied by an adult, who must ensure constant and effective supervision of the minors. As in all public places, excessive noise is not permitted in the pool.

Diving is prohibited. Running around the pool is prohibited, as there is a risk of falling.

It is also forbidden to eat lunch in the pool area and to wear street shoes.

Mobile phones: out of respect for the peace and quiet of all our guests, mobile phones must be switched to silent mode and telephone calls must be made discretely.

1 Reservation procedure.

Booking Accommodation on the Website.

To make an online Reservation on the Hotel Site, the Customer selects the Services he wishes to reserve by preselecting the desired category of Accommodation. They will then be redirected to the booking engine of the Masterbooking platform, which allows them to book online.

Select

- 1 To reserve a room or villa, enter the arrival and departure dates.
- 2 Click on 'Check all availabilities' to see the proposed rates.
- 3 'See all rates for selected available Accommodation'. Consult the details of the offer, with specific sales and Cancellation conditions for all rates offered.
- 4 'Select offer'.
- 5 A summary of the characteristics of the Reservation and the Services included in the price, including VAT appears in the 'Book' section.
- 6 'Reservation Summary'
- 7 'Finalise' the Reservation by filling in the Requested personal information, read and accept the General Terms and Condition of Sale, read and accept the RGD information.
- 8 In the 'Payment' section, enter the credit card number, cardholder's name, expiry date and visual cryptogram.
- 9 'Click on validate'. At this stage an automatic receipt of payment by credit card will be sent to the Customer's e-mail address.

Information: The data provided by the Customer is intended for the Hotel to record his/her Reservation. The information is processed and stored by Hotel U San Daniellu in accordance with its Private Policy.

Booking Accommodation by e-mail

To reserve Accommodation by e-mail, the Customer must provide the same information as for the online Reservation (category of Accommodation required, number of travellers, dates of stay, specific Requests).

An e-mail requesting a Reservation must be sent to Hotel U San Daniellu. The Hotel will reply by e-mail to confirm availability of the dates of the rooms or villas, as well as to provide a detailed quote including rates and Booking Conditions. The summary will be accompanied by the General Terms and Conditions of Sale.

The Customer must check the Reservation summary as soon as possible and immediately notify the Hotel of any errors or omissions.

Once the Customer accepts the conditions and the quotation, the Hotel will send written Confirmation by e-mail, which will make the Reservation firm and definitive according to the rates chosen (flexible or non-cancellable, non-modifiable and non-refundable).

A secure payment link will be sent to the Customer after the Reservation has been confirmed.

The Reservation must be guaranteed by payment of a valid credit card.

Booking Accommodation by phone.

The Customer must call Hotel U San Daniellu and provide the same information required for online or Email Reservations. The information required includes the category of Accommodation required, the number of travellers, the dates of stay and any specific Requests.

The Hotel will record the information provided by the Customer in the same way as for Email Reservations. After checking availability, the Hotel will provide a detailed quote including rates and Reservation Conditions. The summary will be sent to the Customer by e-mail, together with the General Terms and Conditions of Sale.

The Customer shall promptly check the Booking summary and report any errors or omission. Once the quotation and the Conditions have been accepted by the Customer, the Hotel will send a written Confirmation by e-mail, making the Reservation firm and definitive according to the rates chosen (flexible or non-cancellable, non-modifiable and non-refundable).

A secure payment link will be sent to the Customer after Reservation Confirmation. The Reservation must be guaranteed by the payment using a valid credit card (Mastercard, Visa).

2 Reservation Confirmation and guarantees.

Once the Reservation has been made, the Customer will receive a Confirmation email at the address indicated. The Reservation will not be considered definitely made until payment has been made in accordance with the conditions of the Rate Plan chosen by the Customer. The Hotel will Request an imprint of the Customer's credit card (pre-authorization) by sending an email with a secure 3dSecure link a few days before arrival, or directly to the Hotel in the case of late bookings (Last Minute) to cover the total amount of Services consumed and any damage caused by the Customer.

Deposit on check-in, before handing over the keys: 1,500 Euros for villas and 500 Euros for rooms

3 Availability

The Accommodations are offered for Reservation by Hotel U San Daniellu on the Site within the limit of the Accommodations available on the dates indicated by the Customer.

ARTICLE V : PRICES AND TERMS OF PAYMENT

1 Prices

The prices applied by Hotel U San Daniellu are those in force at the time of booking and are subject to change. Prices are set at the Hotel's discretion and are quoted in euros, inclusive of all taxes. The Hotel reserves the right to modify its prices at any time, but the prices invoiced will be those in effect at the time of Reservation.

CUSTOMER INFORMATION: The prices quoted are determined by fine-tuned price management. These may depend on several parameters and may vary from those displayed at the Hotel Reception and outside depending on: the date of entry of the Reservation, the date of the stay, the demand, the occupancy rate.

Tourist Tax is payable directly to Hotel U San Daniellu on check-out.

All Reservations are payable in euros.

Any change in the applicable VAT rate, exchange rate or any other legal or regulatory taxes imposed by the competent authorities may be reflected in the price of the Accommodation offered for Reservation on the Site.

2 Special Conditions

Promotions and special offers are valid only for the period indicated and cannot be combined with other offers. In the event of a no-show and depending on the Cancellation Policy chosen by the Customer, the Hotel will deduct all or part of the price of the stay.

3 Payment terms

For payment of your stay, Hotel U San Daniellu offers several options. You can pay by credit card (MasterCard, Visa), instant transfer or cash.

We remind you that decree 2015-741 of June 24, 2015, limits payments in cash to 999 Euros for French residents and 9999 Euros for foreign residents. ID or passport will be Requested for all cash payments.

It is important to note that for non-cancellable, non-modifiable and non-refundable Reservations, the full amount will be charged at the time of Reservation Confirmation.

4 Right of withdrawal

In accordance with article L.221-28 of the French Consumer Code, the Services offered on the Site by the Hotel are not subject to the right of withdrawal provided for in article L.221-18 et seq. of the French Consumer Code relating to distance sales.

Consequently, the Services ordered on the Site are governed exclusively by the Cancellation and Modification Conditions stipulated in these GCS and the Customer may not avail himself of the right of withdrawal.

5 Cancellation or modification by the Customer

Cancellations and/or modifications may be authorised in accordance with the Tariff Plan chosen by the Customer.

The Hotel offers several Rate Plans, including flexible and non-refundable rates. Each of these Rate Plans are subject to separate Cancellation Conditions, as indicated at the time of booking.

Please note that the Cancellation Conditions may vary depending on the Rate Plan chosen at the time of Booking.

Customers are encouraged to inform the Hotel of their intention to cancel their Reservation as soon as possible. The notice period required for Cancellation may vary depending on the Rate

Plan chosen by the Customer. It is recommended to contact the establishment directly for the specific information on the Cancellation period applicable to your Reservation.

Depending on the terms of the Reserved Rate or the Cancellation Policy, the Hotel may apply a cancellation fee or charge all or part of the Services Reserved. The Hotel legally reserves the right to put the Service concerned back on sale.

If you have opted for a non-cancellable, non-modifiable and non-refundable Reservation, no refund will be made. In the event of a no show, the Hotel will deduct all or part of the price of the stay, in accordance with its Cancellation Policy.

Any refund of the Reservation will be made by bank transfer or by using the same means of payment as for the initial transaction and according to the Cancellation Policy chosen by the Customer.

Reservation changes are subject to availability and must be confirmed in writing.

6 No show or early departure

In the event of a no-show, Cancellation without notice or non -arrival by the Customer, the full amount of the stay will be payable by the Customer who made the Reservation. Any Accommodation booked will be invoiced in full even in the case of early departure.

ARTICLE VI – SITE ACCESS CONDITIONS

Access to the Site is free for any user with internet access. Costs related to access, whether hardware, software or internet, shall be borne by the user. The Hotel is not responsible for the operation of the user's computer equipment or Internet access.

The Site is accessible 24 hours a day 7 days a week Due to the nature of the Internet, the Hotel makes every effort to provide access to the Site and the Services offered but cannot guarantee that absolute accessibility. The Hotel may temporarily close the Site for updates, maintenance, modifications or changes without notice or compensation.

The Hotel reserves the right to modify the Site and Services in line with technological developments. The user must adapt his or her computer and transmission resources to changes in the Site.

It is the user's responsibility to ensure that the computer and transmission resources at his disposal are able to adapt to changes in the Site.

ARTICLE VII – WIFI NETWORK ACCESS POLICY

The Hotel offers Wi-Fi access, and the Customer undertakes not to use computer resources to:

- Reproduce, represent, distribute or communicate protected works without authorisation.
- Damage the Hotle
- Threaten security of the establishment

Individual police form

In accordance with article R.611-42 of the Code de l'Entrée et du Séjour des Etrangers et du Droit d'Asile, at the time of booking, Customers will be asked to complete and sign a police form if they are not of French nationality. If the Customer refuses to complete and/or sign the individual police form. The Reservation will be automatically refused. Customer data will be processed in accordance with the Privacy Policy.

On arrival, each guest must complete a police form, usually in paper or electronic form. Information must be accurate and complete. Hotel staff will verify the guest's identity using the ID presented.

ARTICLE VIII – INSURANCE DETERIORATION BREAKAGE THEFT

The Customer must use the rented property with due care. The rooms and villas made available to our customers are checked, functional and in good condition. Customers are asked to report any deficiencies immediately to the Hotel reception. Guests must inform the Hotel of any damage caused by them. They are responsible for all damage caused by them, and in the event of damage to the premises (room, villa, communal areas such as the swimming pool, garden, parking area), they undertake to pay the cost of repair. Any damage to or destruction of equipment belonging to the Hotel will be billed to the Customer responsible. The cost of repairs will be determined by the Hotel and must be paid immediately. The Customer may invoke his or her civil liability insurance.

Guests are responsible for the safekeeping of their belongings and equipment. Each room and villa is equipped with a mini safe for the safekeeping of valuables. The Hotel declines all responsibility in the event of theft or loss.

In the event of non-compliance with the General Terms and Conditions of Sale or the Hotel's internal regulations, the Customer will be asked to leave the Hotel without being able to demand any reimbursement or compensation.

ARTICLE IX – FORGOTTEN BUSINESS

Forgotten items will be kept by the Hotel for a period of 1 month. After this period, they will be considered abandoned and may be destroyed or donated to charity. The Customer will be responsible for the cost of returning any items left behind.

ARTICLE X – FORCE MAJEURE

The Hotel or the Customer may be released from or suspend its obligations if it finds itself unable to meet them due to the occurrence of a case of force majeure or an act of God, due to the other party or a third party, or due to external causes such as labour disputes, intervention by civil or military authorities, natural disasters, fire, water damage, interruption of the telecommunications network, natural disasters, fire and in particular in the event of total or partial destruction of the establishment.

It is expressly agreed that a situation of force majeure suspends the performance by the parties of their reciprocal obligations, and that each party will be required to pay the resulting costs. Customers alone shall bear any additional expenses that may be incurred to enable them to continue their trip, following the occurrence of a situation of force majeure.

ARTICLE XI – DISPUTES

In the event of a dispute relating to the interpretation or execution of these General Terms and Conditions of Sale, the Customer and Hotel U San Daniellu will endeavour to find an amicable solution. The Customer must send a complaint by e-mail or post to contact@usandaniellu.com which will reply within one month.

If the Customer fails to receive a satisfactory response within one month of lodging a complaint with Hotel U San Daniellu, he or she may refer the matter to the Tourism and Travel Ombudsman (Mediateur du Tourisme et du Voyage) whose contact details are given below: Mediation Tourisme et Voyage, whose contact details and referral procedures are available on its Website: www.mtv.travel

Postal address: Mediation Tourisme et Voyage BP
80 303 75 823
Paris Cedex 17

The Customer and Hotel U San Daniellu are free to choose whether or not to accept recourse to mediation to resolve a dispute, as well as the solution proposed by the mediator.

In the event of failure to reach an amicable agreement, the court having jurisdiction to settle the dispute will be that of the defendants' place of domicile or the place where the Reservation was made.

The Customer may also use the online dispute resolution platform provided by the European Union:

<https://ec.europa.eu/consumers/ord/main/index.cfm?event=main.home2.show&lng=FR>

ARTICLE XII – ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

The General Terms and Conditions of Sale and the Hotel Rules and Regulations apply to all Reservations. Any stay implies unreserved acceptance of the General Terms and Conditions, the special conditions and the Hotel's internal regulations. Failure to comply with the above provisions will result in immediate termination of the Contract and the Customers departure without any compensation or indemnity.

Hotel U San Daniellu and the Customer agree to perform their obligations in good faith