



Marina Hotel Club

Plus qu'un Hotel

GENERAL TERMS AND CONDITIONS

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FOREWORD

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to the Company, or directly on site at the Marina Hôtel Club, located at Avenue de la Plage 83310 COGOLIN.

The establishment is operated by VAR GESTION, a Société par Actions Simplifiée (simplified joint stock company) with a capital of 5,000.00 euros, registered with the R.C.S de Fréjus under number 829 447 994, with individual VAT identification number FR84829447994, whose head office is located at Ld Cogolin Plage, Carrefour de la Foux, 20 avenue Frédéric Mistral, 83310 Cogolin.

Any reservation implies the Customer's full and unreserved knowledge and acceptance of the present General Terms and Conditions.

IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1 : PURPOSE

The contractual relationship between the Marina Hôtel Club and the Customer is governed by these General Terms and Conditions.

The GCS can be consulted at any time on the hotel's website: <https://hotel-marinaparadise.fr/> and are sent to the Customer by e-mail when the reservation is made.

The Customer may save the said contract by any means of computer recording or print them out.

The General Terms and Conditions set out all the contractual obligations of the Parties. In this respect, no special provision communicated by the Customer may be added to them.

For any reservation of a hotel service, the Customer declares that he/she has read the present GTC and accepted them unreservedly, that he/she is acting for personal purposes that do not fall within the scope of his/her professional activity (whether commercial, industrial, artisanal, liberal or agricultural), that he/she is of legal age and has full legal capacity to contract.

ARTICLE 2 : APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by and construed in accordance with French law. They have been drafted in French and translated into various language versions. For their interpretation in the event of a dispute, only the French text shall prevail. Should any of the clauses of the present contract become null and void as a result of a change in legislation, regulations or a court ruling, this shall in no way affect the validity of and compliance with the present GCS. In the event of any dispute arising between the parties concerning the formation, validity, interpretation or performance of the contract, an amicable solution must first be sought. If it cannot be resolved amicably, the dispute will be brought before the competent court by the most diligent party.

ARTICLE 3 : APPLICATION AND ACCEPTANCE OF TERMS AND CONDITIONS

3.1. These GTC are current as of their online publication, and cancel and replace any previous version. The Company reserves the right to modify them at any time. These General Terms and Conditions are applicable from the moment the Customer makes a reservation, to the exclusion of all other conditions, only if the Company has accepted this reservation, which it is free to do or refuse, depending on availability, and, in general, on any circumstance likely to affect the execution of the reservation made.

The version of the GCS applicable to the Customer is the one he/she received in electronic (PDF) or paper format at the time of booking.

Only the parties are entitled to make a dispute, claim or request for reimbursement. Any request made by a third party will be deemed inadmissible and will not be considered by the Company.

3.2. Any reservation implies the Customer's acceptance of the entirety of these GTS, of which the Customer acknowledges having read them. For bookings made via the Internet, acceptance takes the form of ticking the box stating: "I have read and accept the general terms and conditions of sale". For bookings made via any other marketing medium, the customer is deemed to have accepted the terms and conditions of sale, which were sent to him by e-mail when the booking was confirmed.

3.3. The Company informs Customers that in accordance with Article L221-28 of the French Consumer Code: "The right of withdrawal may not be exercised for contracts: [...] 12° For the provision of

accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities which must be provided on a specific date or at a specific time". As a result, the 14-day cooling-off period does not apply to accommodation bookings.

ARTICLE 4 : DESCRIPTIVE

The Company makes every effort to keep up to date - on all marketing media - the information relating to the hotel services it offers, and to notify the Customer in the event of any substantial change in this information. The Customer is invited to refer to the detailed description of the accommodation booked in order to know its composition.

The classification (number of stars) given to the establishment on marketing materials corresponds to a classification established with reference to French standards.

ARTICLE 5 : RESERVATION

5.1. At the time of Booking, the following obligations are incumbent upon the Customer:

- He/she warrants to the Company that he/she has all rights, permissions and authority necessary to make the Reservation in accordance with these GTC,
- He/she must provide all information requested by the Company,
- He/she acknowledges that he/she is reserving in the name and on behalf of all participants in the holiday,
- He/she guarantees the accuracy and veracity of the information provided,
- As the contractual relationship is established between the Company and the Customer making the reservation, the Customer acknowledges that he/she is the sole party responsible, particularly for financial matters, and for all events that may arise in connection with the reservation and the holiday,
- He acknowledges that all reservations are personal and nominative, and undertakes not to transfer or sublet the accommodation allocated to him as part of his reservation.
- He/she must ensure that the booking confirmation documents sent to him/her by the Company following the placing of his/her order (e.g.: confirmation page and email) and/or at the time of booking (e.g.: exchange voucher, voucher) contain information in line with the services selected.

5.2. Customers can book their stay in several ways:

- 1/ On the hotel's website: <https://hotel-marinaparadise.fr/>
- 2/ By calling the hotel on 04 94 96 66 75 during reception opening hours,
- 3/ Directly at the hotel reception desk
- 4/ By e-mail
- 5/ Through a tour operator

5.2. The reservation is the result of an agreement between the Company and the Customer. This agreement is reached when the following three cumulative conditions are met:

- The Company has confirmed the availability of the holiday ordered,
- The Company has recorded full payment for the holiday or - at the very least - the amount of the deposit due by the Customer,
- The Company has sent the Customer a booking confirmation document (by e-mail or post to the address given by the Customer at the time of booking).

5.3. The Company reserves the right to refuse any reservation in the following cases:

- An existing dispute with the customer,
- Total or partial non-payment of a previous reservation, or late payment on a current reservation,
- Partial and/or erroneous communication of information required by the Company, such as surnames, first names, dates of birth of participants, license plate or any other proof of identity...

5.4. In the event of unavailability of a service or stay ordered, the Customer is informed. The Company will propose an alternative solution to the Customer, who is free to accept or reject it. If the replacement solution is accepted, and except in the case of a specific and exceptional government decision, the company will reimburse the difference paid by the Customer between the amount of the service initially paid and the amount of the service proposed as a replacement. In the event of refusal of the replacement solution, the Company will reimburse the sums paid by the Customer. With the Customer's agreement, this refund may be offered in the form of a credit note.

5.5. The Company reserves the right to refuse reservation and/or access to the hotel to any group of participants whose number exceeds the maximum capacity of the accommodation reserved, for reasons of safety and insurance.

5.6. All persons, regardless of age, are counted as participants. Thus, a baby or a minor is considered a participant in the same way as an adult. For obvious reasons of safety (swimming pool, possible evacuation of the site in the event of weather or fire alerts) or health (possible hospitalization during the stay), reservations by minors unaccompanied by one of their legal guardians within the meaning of article 382 of the French Civil Code are not permitted.

5.7. The Company reserves the right to refuse any person not mentioned in the reservation.

5.8. The Company considers that any order for several Lodgings made by the same natural person, the same legal entity, or by different natural persons who know each other and are traveling together for the same reasons and on the same dates, constitutes a group reservation.

Accordingly, all group requests must be sent by e-mail to the Company at the following address: contactmarinahotelclub@gmail.com

The Company reserves the right to examine any group reservation request to determine its compatibility with the hotel's occupancy during the requested period before accepting or refusing it.

A group contract will be signed between the Company and the Customer, and will govern the contractual relations

between the parties. The special terms of the group contract take precedence over these GTS, particularly with regard to modification, cancellation and refund conditions.

5.9. The Customer does not have the possibility of choosing the precise location of his accommodation and no room number is allocated to him prior to his arrival.

If an accommodation number is communicated to the customer prior to arrival, it is allocated subject to any changes required to ensure the customer's stay runs smoothly. The Company therefore reserves the right to change this room number at any time, without notice and without informing the customer prior to arrival.

ARTICLE 6 : ANIMALS

Customers are informed that pets are strictly forbidden on the premises.

ARTICLE 7 : NON-SMOKING

Guests are permitted to smoke on the balconies and terraces of their accommodation. Smoking in bedrooms is strictly prohibited.

ARTICLE 8 : PRICES

8.1. In accordance with article L 111-1 of the French Consumer Code, prior to final confirmation of the reservation, the prices of hotel services are indicated in euros, excluding tourist tax.

The booking confirmation received by the customer indicates the total amount due. The price attached to the reservation is for the service chosen by the customer, according to the dates selected and under the conditions of the price plan selected.

It is the customer's responsibility to check the details of the booking and the price displayed.

The prices displayed on the various marketing media vary according to the dates of stay and the periods.

The Company reserves the right to modify the prices of hotel services at any time and without prior notice.

Corrected prices will only be applied to bookings made after their effective date.

The total cost of the stay is that communicated to the customer at the time of booking, subject to availability.

Any price indicated prior to booking, and any price change subsequent to booking, will not affect the customer's booking.

The Company also reserves the right to close a price plan at any time without prior notice.

In the event of a typographical error in the total amount of the stay, an obvious error or a derisory amount, the Company will inform the customer of the error and reserves the right to cancel the reservation.

8.2. The customer may book additional services before or during his stay (excluding cancellation insurance).

In the event of voluntary or involuntary extension of the stay, the rate applicable will be that in force on the day of the extension.

8.3. The customer may benefit from promotions, individual discounts, partner discounts, a credit note and/or a voucher, the application of which would vary the total amount of the stay.

Unless otherwise specified in writing and made known to the customer:

- No discount or benefit may be applied to a reservation already paid for in full or in part.
- Discounts and benefits defined during promotional periods are only applicable to orders placed during these sales operations.
- Partner discounts are only applicable if the customer is the direct beneficiary of the discount and pays for the order himself.
- Individual and partner discounts cannot be combined on the same order.
- The Company manually verifies the applicability of discounts and benefits. If a discount and/or benefit has been unjustly applied, the Company will inform the Customer concerned of said unjust application and the Customer will be required to reimburse the amount. In the event of non-payment by the Customer, the Company may cancel the reservation.

8.4. The Company authorizes the Customer to park his/her vehicle in the free parking lot on the premises, which is equipped with a video surveillance camera.

8.5. Customers are informed that they can benefit from a free Internet connection via the Marina Club Wifi network.

8.6. The Marina Hotel Club has several multi-sports fields. Sports equipment is available free of charge to customers at reception, upon presentation of proof of identity. Customers undertake to return the equipment after practicing their sport. The Company reserves the right to invoice the Customer for any destruction or deterioration of the equipment loaned, and/or non-return of equipment.

8.7. Entertainment, kids' clubs, teenagers' clubs, sports activities, family games and evening events are offered to customers. Access to the aquatic area is free for customers.

ARTICLE 9 : PAYMENT TERMS

9.1. The total amount of the booked service must be paid by the customer before arrival at the hotel. Payment may be made in one or more instalments. Any failure to pay, impossibility of debiting the sums attributable to the Customer, or rejection of credit card payment will result in cancellation of the reservation.

Any additional services booked on arrival and/or during the stay will be subject to immediate payment.

9.2. Payment for the reservation is made via the establishment's website, in the customer area reserved for this purpose and accessible via the secure link sent to the customer by e-mail, or by bank transfer.

The establishment accepts credit and bank cards (Carte Bleue, Visa, MasterCard or American Express) and bank transfers.

Cash payments may be made exclusively on site at the establishment, subject to the payment ceilings stipulated in article D112-3 of the French Monetary and Financial Code.

9.3. If the reservation is made more than 30 days before the start of the stay, all sums due must be paid within a maximum of 30 days before the arrival date.

On the other hand, if the reservation is made less than 30 days before the start of the stay, the amount of the stay must be paid immediately.

9.4. Payment in instalments can be offered to customers who make their reservation more than 60 days before the start date of their stay.

In the case of payment in instalments, the Company sets out a payment schedule specifying the dates, number and amounts of instalments. This schedule is communicated to the Customer in writing when the order is placed, and subsequently in the confirmation documents.

The Customer undertakes to respect the payment schedule, and to provide up-to-date payment details (e.g. valid bank card).

If the amount of the stay changes, the payment schedule will be updated and communicated to the Customer in writing. This update becomes the only valid payment schedule.

In the event of non-payment of the first instalment, the reservation will not be validated. In the event of non-payment of an additional instalment, the Customer will be notified. He/she must pay the next instalment in accordance with the conditions communicated to him/her.

The Company reserves the right to cancel the reservation for this reason. In this case, the cancellation conditions described below (in the "Cancellation" article) will apply.

9.5. When the Customer makes a reservation and chooses to pay by bank transfer, in one or more instalments, the Company gives him/her a maximum of 5 days to receive payment of the sums due and mentioned on the confirmation documents. Pending payment, the reservation is considered as "pending payment". In the event of non-payment or payment not corresponding to the sums due, the reservation will not be validated.

9.6. When the customer selects a digital payment method (credit card, etc.), they are immediately redirected to the secure environment of the Company's payment partner.

9.7. If the customer wishes to claim a credit, he/she must follow the instructions given to him/her in order to use it.

ARTICLE 9 : MODIFICATIONS AT THE CUSTOMER'S INITIATIVE

Any request to modify a reservation must be made in writing to the establishment.

Any request for modification made 7 days or less before the start of the stay (the date on which the written request is received by the company is the only valid date) is automatically rejected.

Any stay begun is due in full. No compensation will be paid for late arrival or early departure.

Any request for modification of the contract initially accepted will be examined by the establishment, which reserves the right to accept or refuse the request.

If the modification is refused by the company, the customer must either continue with the stay as originally agreed, or cancel it.

Any request for modification will result in a new calculation of the total cost of the stay, based on the prices in force on the day of calculation, without application of any current promotional offer.

If the new total amount of the stay is higher than the amount of the reservation, the Customer must pay the difference between the new amount and the sums already paid.

On the other hand, if the new amount is lower than the initial booking amount, and the request for modification is made 30 days or more before the start of the initial stay :

- The difference between the amount paid and the new amount will be reimbursed to the customer - in the event that he has already paid for his stay in full.
- In the event of any outstanding instalments, the payment schedule will be adapted to the new amount.

However, if the new amount is less than that of the initial reservation and the request for modification is made less than 30 days before the start of the initial stay, the Company will not issue any refund.

The Customer may also ask the Company to transfer his/her reservation to a person who is capable of placing an order. The new Customer must comply with all the above obligations.

ARTICLE 10 : MODIFICATIONS AT THE COMPANY'S INITIATIVE

The Company may modify any reservation before the start of the holiday by making a proposal to the Customer for substitution or replacement. The Company will make every effort to contact the Customer as soon as possible, by any means, to inform him/her of the conditions of such a modification.

In the event of acceptance, the Customer acknowledges having accepted all the conditions of the modified reservation. The Customer will receive new documents relating to the modified reservation (including a new payment schedule if applicable).

These new documents are the only ones to be binding in subsequent relations between the Customer and the Company. No claim may be made against the Company on this ground.

In case of acceptance,

- If the total amount of the rental of the Lodging is higher than the initial amount, the Company undertakes to pay the difference in price.
- If the total amount of the rental of the Lodging is less than the initial amount :
 - And all sums owed by the Customer to the Company have been paid, the Customer is reimbursed for the difference between the sums paid and the new total amount of the holiday
 - And if there are still sums owed by the Customer to the Company, the payment deadlines are adjusted so that the Customer only pays the difference between the sums paid and the new total amount of the stay

If the customer does not agree, refuses or wishes to cancel, the Company will cancel the booking and refund the sums paid by the customer (including the amount of any cancellation insurance taken out) as soon as possible after the customer has been notified of the cancellation.

In the event of changes made by the Company due to exceptional and unavoidable circumstances, and unless an exemption has been granted by the competent authorities, all sums paid will be reimbursed to the customer as soon as possible. No additional compensation will be offered.

ARTICLE 11 : CANCELLATION AT THE CUSTOMER'S INITIATIVE

11.1. The Company reminds you that the Customer who has made the reservation is the only party responsible to the Company for.

If the cancellation is due to non-payment of an instalment or of all the sums due for the reservation, the Customer may not demand any reimbursement. A cancellation is only effective if the Company has issued a document notifying the Customer of the cancellation. Without this document, the reservation and all contractual obligations arising therefrom remain in full force and effect.

11.2. Any cancellation of a reservation must be sent in writing to the Company at the following address: contactmarinahotelclub@gmail.com or by post to VAR GESTION, 20 AVENUE FREDERIC MISTRAL, 83310 COGOLIN.

Cancellation must be requested within 48 hours of the event giving rise to the cancellation (only the date of the event giving rise to the cancellation will be taken into account).

11.3. For bookings made **directly** (on the website <https://hotel-marinaparadise.fr/>, by e-mail or telephone to Marina Hôtel Club reception), cancellation conditions differ according to the price plan chosen by the customer. Each rate plan has its own cancellation policy:

Price plan	Cancellation policy
Non-refundable	No refunds in the event of cancellation
Standard	100% of the cost of the stay will be refunded if the cancellation is made at least 7 days before the scheduled arrival date (<i>it being specified that only the date of receipt of the cancellation request by the Hotel is deemed authentic</i>).
Special rates 2 nights, 5 nights and 7 nights	No refunds in the event of cancellation

11.4. For bookings made with a tour operator (Booking.com, Expedia, etc.), cancellation conditions vary according to the price plan chosen by the customer and are specifically mentioned at the time of booking. Any request to cancel a booking made with a tour operator must be sent directly to the tour operator.

ARTICLE 12 : CANCELLATION INSURANCE

The company offers the customer the option of taking out travel cancellation insurance through a partner: SAFEBOOKING BY GRITCHEN.

Cancellation insurance can only be taken out at the time of booking, and only for bookings made directly with the Marina hotel club. It allows the customer to be reimbursed the amount of the reservation in the event of an event preventing departure.

This insurance only takes effect once the insurance premium has been paid in full to the insurer.

The insurance premium is non-refundable, except in cases covered by the provisions relating to the 14-day cooling-off period for insurance products - or special information brought to the Customer's attention at the time of booking - or on the documents relating to the Booking.

The conditions relating to the travel insurance contract and the events covered by this contract are detailed in the General Conditions of Cancellation Insurance available on our website: <https://hotel-marinaparadise.fr/>

In the event of a covered claim, the Customer must notify the establishment in writing of his/her withdrawal, and then immediately contact the insurer in accordance with the procedures described in the General Terms and Conditions of Cancellation Insurance.

The customer must provide the insurer with all the information and supporting documents required to examine the case.

As soon as the Customer requests the cancellation of his/her reservation with the Company, this request is deemed firm and definitive. The Customer may therefore not demand any reimbursement or compensation from the Company, or even request that the reservation be maintained if the insurer rejects the Customer's request for reimbursement and compensation.

ARTICLE 13 : NO SHOW

Should the customer fail to arrive on the scheduled start date without having cancelled or modified his/her stay (no show), the hotel will charge the full amount agreed and mentioned in the booking confirmation.

In the case of a reservation comprising several nights, and in the event of no-show at the hotel on the scheduled arrival date, and without the Customer having sent a written notice to the head office within a maximum of 24 hours, the Company reserves the right to put the accommodation reserved for it back up for sale.

ARTICLE 14 : STAY

14.1. Arrival times at the hotel may vary from date to date. These will be indicated in the house rules, which can be accessed at any time on the hotel's website, or on the voucher given to the customer.

Unless prior agreement has been obtained from the establishment's management, no arrivals are possible outside the scheduled times. The Company will not reimburse or compensate the Customer for any arrival outside the opening hours of the reception as mentioned in the establishment's internal regulations, which would have deprived the Customer of access to his/her accommodation.

On arrival, the customer must sign his stay form and enter his contact details (telephone number, e-mail address, postal address).

Prior to their stay, or at the time of their arrival, customers must read the house rules and the swimming pool rules, which they undertake to respect throughout their stay. Both sets of rules are available at all times on the establishment's website and are posted at reception.

14.2. The purchase and/or wearing of a wristband may be compulsory throughout the site, to ensure maximum safety for participants and to enable them to be identified among all those present on the premises. The Company alone has the power to define the rules governing the distribution, wearing and access authorized by wristbands.

14.3. The customer must report any problems to the reception team as soon as they occur. The reception team will do its utmost to remedy the situation as quickly as possible. No complaint will be taken into account after 24 hours from the customer's arrival. Similarly, no incident occurring during the stay will be taken into account unless it has been reported to the reception team as soon as it occurs. Finally, no incident will be taken into account if it cannot be observed by the reception team.

14.4. Visitors must report to the reception staff. Visitors are allowed only during the opening hours of the reception desk, as specified in the house rules. They are not allowed to stay in the accommodation booked outside these times (even if the capacity of the accommodation permits this), nor to use the equipment and facilities of the establishment. Visitors who are allowed on the site undertake to respect the applicable house rules, and are under the responsibility of the customer who receives them.

14.5. With regard to departures, the maximum time for returning room keys is mentioned in the establishment's internal regulations. Check-outs are possible until 11 a.m. maximum

If the customer wishes to leave after this time, he may request a late check-out from reception. The customer will be charged for any late departure:

- 40 € if before 1 pm
- The price of the following night if after 1pm.

Reception reserves the right to refuse a late check-out, especially in high season.

14.6. By accepting these GCS, the customer expressly authorizes the Company, free of charge, to photograph or film him during his stay and to use the photos, videos or sounds in any medium, for a period of 5 years. This authorization also applies to all persons staying with the customer. Its purpose is to ensure national and international promotion of the Company's brands on all its websites, brochures, social networks, commercial presentations or in tourist guides.

ARTICLE 15 : BEHAVIOR

The Customer undertakes to behave as a reasonable person on the hotel premises, and not to harm the image or peace and quiet of the establishment.

The Customer is hereby informed that he/she may be held civilly and/or criminally liable for any behavior that is contrary to public order, morality, the image or reputation of the establishment - such as actions, attitudes, behavior or words that :

- Be violent, abusive, racist, threatening to third parties;
- Offend the decency, morality, peace or serenity of third parties;
- Have repercussions on the safety of the establishment and/or persons present on the site.

This list is not exhaustive.

In such cases, the Company reserves the right to ask the Customer to leave the establishment without delay or compensation. No refund will be given. The Customer must also pay the price mentioned in the reservation confirmation e-mail and any hotel services taken in addition, before leaving the establishment.

ARTICLE 16 : DAMAGE AND DETERIORATION

During his stay, the Customer undertakes to use the accommodation (room or apartment-hotel) and the furniture made available to him in an appropriate manner and without causing any damage.

The Customer will be held liable for any damage resulting from negligence, fault or error on his/her part - whether the damage is direct or indirect, material or immaterial, caused to third parties or to the establishment.

In the event of damage or deterioration, the Company reserves the right to invoice the amount required to restore the room to its original state, as well as the estimated cost of immobilizing the room.

ARTICLE 17 : CUSTOMER RESPONSIBILITY

The customer and participants in the stay acknowledge that they have read the hotel's internal rules and regulations, as well as the pool rules and regulations.

They acknowledge that these rules govern their stay in addition to these GTC.

During the stay, the Customer undertakes to respect (and to ensure that the persons residing with him/her and for whom he/she is responsible respect) all the provisions of the house rules.

In the event of violation of any of the provisions of these texts, the Company reserves the right to take all necessary sanctions, such as :

- Financial penalties,
- Immediate expulsion from the establishment, without notice, reimbursement or compensation.

Before departure, customers are asked to check that they have third-party insurance to cover any damage they may cause during their stay.

ARTICLE 18 : SECURITY

A video surveillance system has been installed by the Company throughout the site - notably at reception, in the parking lot, at both entrances and in the grounds - to ensure the safety of customers and their belongings.

Notwithstanding these measures, customers are asked to ensure that their belongings are guarded during their stay.

ARTICLE 19 : MINORS

Minors are under the supervision and responsibility of their parents or legal guardians. It is strictly forbidden to leave them alone and unsupervised on the premises.

ARTICLE 20 : COMPANY LIABILITY

The Company may not be held liable in the event of modification, cancellation, non-performance or poor performance of any service linked to the reservation, which may be attributable to exceptional and unavoidable circumstances caused by the Customer or the participants in the holiday, or to disruption or total or partial strike, notably of postal services and means of transport and/or communications.

Unless otherwise provided by law, the Company shall not be held liable for any fault on the part of a third party, in particular one of its partners.

The Company shall not be held liable for the communication - by third parties - of erroneous information on the various marketing media. All photos and texts used on all marketing materials are non-contractual. They are indicative only and may be modified at any time.

All activities and events mentioned on the various media may be modified or cancelled upon arrival of the Customer due to circumstances beyond the Company's control, or in the event of force majeure. The Company cannot be held responsible for such circumstances, nor can they constitute grounds for cancellation of the stay.

Infrastructure projects are mentioned on marketing materials for information purposes only. The Company shall not be held liable for any delay in the completion of projects for reasons beyond the Company's control or in the event of force majeure.

Finally, the Company cannot be held liable for any indirect damage, operating loss, loss of profit, loss of opportunity, damages or expenses.

ARTICLE 21 : CASES OF FORCE MAJEURE

In the event of force majeure as defined in article 1218 of the French Civil Code, the Company will suspend performance of its obligations.

The Company may not be held liable in the event of non-performance of its contractual obligations due to an event of force majeure.

ARTICLE 22 : PERSONAL DATA

When customers browse the Company's website or place orders, we collect three general categories of information:

- Information provided by the customer
- that we collect automatically when the website is used
- that we collect from third parties

This information is considered confidential by the Company. It is used solely to process the reservation and to reinforce and personalize the communication and service offer reserved for the Company's customers according to their centers of interest.

By ticking the box entitled "I have read and accept the general terms and conditions of sale" at the time of booking, the Customer gives his/her specific, free and informed consent for his/her data to be used by the Company and/or certain of its partners, in order to:

- To ensure the proper execution of the order and of the contract binding the Company and the Customer in the context of a reservation, including the management of payment defaults.
- To guarantee the quality of the follow-up of the Reservation and the stay, including the management of disputes or complaints.
- To obtain the customer's opinion following the reservation and stay

- To send communications required by law to the Company, or communications informing the Customer of a substantial change concerning his order.

ARTICLE 23 : CLAIMS AND MEDIATION

23.1. Any complaint must be reported by the Customer during his/her stay to La Direction, within 24 hours of the event, so that La Direction can do its utmost to remedy the non-conformity, to ascertain and satisfy the Customer's expectations to the best of its ability.

If no amicable agreement can be reached on site, the customer is informed that he/she may submit a complaint in writing to the Company within a maximum period of 15 days following the end of the stay at the following address: VAR GESTION, Ld Cogolin Plage Carrefour de la Foux, 20 avenue Frédéric Mistral, 83310 COGOLIN

Or by e-mail to: contactmarinahotelclub@gmail.com

In order to be able to study the claim in the best possible way, the customer is asked to attach factual elements, such as photographs, videos, written documents, certificates, etc.

23.2. For the amicable resolution of cross-border disputes, the customer may also contact the European Consumer Centre or visit the following portal : <https://ec.europa.eu/odr>

23.3. In the absence of a satisfactory response, and in accordance with article L.612-1 of the French Consumer Code, the Customer is informed that he/she may refer the matter free of charge to the Consumer Mediator responsible for VAR GESTION, i.e. SAS CNP MEDIATION CONSOMMATION, within one year of the written complaint sent by registered letter to VAR GESTION.

In accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, the Company has set up a consumer mediation system. The chosen mediation body is: SAS CNPM - MÉDIATION - CONSOMMATION

In the event of a dispute, the consumer may file a claim on the following website: <https://www.cnpm-mediation-consommation.eu/> or by post: CNPM MÉDIATION CONSOMMATION - 27 avenue de la Libération - 42400 SAINT- CHAMOND

ARTICLE 24 : RIGHT TO REFUSE TELEPHONE SOLICITATION

In accordance with articles L 223-1 and L 223-2 of the French Consumer Code, the customer has the right to register free of charge on the opposition list against telephone canvassing on the website : www.bloctel.gouv.fr

