

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **HÔTEL DE L'AMPHITHEÂTRE**

#### **ARTICLE 1 – LEGAL INFORMATION**

Company name: SAS HÔTEL DE L'AMPHITHEÂTRE

Legal form: Simplified Joint Stock Company

Registered office address: Place de La Bastide, 5 Rue Diderot,

13200 Arles

SIRET number: 40979852700019

EU VAT number: FR36409798527

Telephone: +33 (0)4 90 96 10 30

Email: [contact@hotellamphitheatre.fr](mailto:contact@hotellamphitheatre.fr)

The establishment is classified as a 3-star tourist hotel.

#### **ARTICLE 2 – PURPOSE AND SCOPE**

These General Terms and Conditions of Sale (GTCS) govern the contractual relationship between Hôtel de l'Amphithéâtre and any individual or legal entity wishing to make a reservation for a room and/or services within the establishment.

Any reservation implies full and unconditional acceptance of these GTCS.

#### **ARTICLE 3 – RESERVATION**

##### **3.1 Reservation methods**

Reservations may be made:

- By telephone
- By email
- Via the hotel's website
- Through a booking platform or travel agency
- Directly at the hotel reception

### **3.2 Reservation confirmation**

A reservation shall be considered firm and final after:

- Receipt of a bank guarantee (credit card number and expiry date)
- Sending of a reservation confirmation by the Hotel mentioning:
  - Arrival and departure dates
  - Type and number of rooms booked
  - Total price of the stay (VAT included)
  - Applicable cancellation conditions

### **3.3 Legal capacity**

The Client declares having full legal capacity to enter into an agreement under these GTCS. If the Client makes a reservation on behalf of a third party, they guarantee that they have the authority to bind said third party.

## **ARTICLE 4 – PRICES**

### **4.1 Rates**

Prices are indicated in euros, all taxes included (TTC), including VAT at the applicable rate.

Rates include the rental of the room for one night. Additional services (breakfast, ancillary services) are charged separately unless otherwise stated.

The tourist tax, set by municipal authority, must be paid in addition during the stay.

### **4.2 Price changes**

The Hotel reserves the right to modify its rates at any time. However, confirmed reservations remain subject to the rates in effect at the time of confirmation.

### **4.3 Accepted payment methods**

The Hotel accepts the following means of payment:

- Bank cards: Carte Bleue, Visa, Eurocard, MasterCard, American Express
- ANCV Connect Holiday Vouchers
- Cash (within the limits of current regulations)
- Bank transfer (on request)

## **ARTICLE 5 – CANCELLATION AND MODIFICATION CONDITIONS**

### **5.1 Cancellation by the Client**

Any cancellation or modification must be notified in writing (email or registered letter). The date of receipt determines the cancellation date.

#### **Cancellation conditions:**

- More than 3 days before arrival: Free cancellation, no fees applied
- Less than 3 days before arrival: The amount of the first night will be charged to the credit card provided as guarantee

### **5.2 No-show**

In case of no-show without prior cancellation:

- The amount of the first night will be charged to the bank guarantee
- The rest of the stay will be automatically cancelled the following day at 12:00 p.m.

### **5.3 Early departure**

If the Client leaves earlier than the initially planned date and informs the Hotel less than 3 days before, one night per reserved room will be charged as compensation, in addition to the portion of the stay already completed.

### **5.4 Late arrival**

If the Client arrives later than scheduled and informs the Hotel less than 3 days before the start of the stay, one night per reserved room will be charged as compensation, in addition to the portion of the stay completed.

***Important: For any arrival after 10:00 p.m., the Client must notify the Hotel before the arrival date.***

## **5.5 Cancellation by the Hotel**

In case of cancellation by the Hotel, the Client will be fully refunded any amounts paid, with no further compensation.

In the event of force majeure making performance of the contract impossible, either party may terminate the contract without compensation.

## **ARTICLE 6 – CHECK-IN AND CHECK-OUT TIMES**

### **6.1 Check-in**

- Check-in time is 3:00 p.m.
- The Hotel will make every effort to have rooms ready as soon as possible and no later than 3:00 p.m.

In case of early arrival, the Hotel will attempt to make the room available depending on availability, without guarantee and at no extra cost if the room is ready before 3:00 p.m.

### **6.2 Check-out**

- Check-out time is 11:00 a.m.
- On departure day, rooms must be vacated by 11:00 a.m.
- A luggage storage service is available free of charge.

Late departure without prior approval:

- Between 11:00 a.m. and 3:00 p.m.: 50% of the nightly rate
- After 3:00 p.m.: 100% of the nightly rate

## **ARTICLE 7 – SERVICES AND AMENITIES**

### **7.1 Description of amenities**

The rooms provided are checked, functional, and in good condition.

Clients are invited to immediately report any shortcomings, malfunctions, or issues to the reception.

## **7.2 Breakfast and ancillary services**

Breakfast and other ancillary services (bar, bicycles, parking, etc.) are charged according to the applicable rates.

Any unreported or unpaid consumption at check-out will be charged to the credit card provided as guarantee.

## **ARTICLE 8 – CLIENT OBLIGATIONS**

### **8.1 Use of premises**

The Client shall use the room responsibly and in accordance with its intended purpose and must comply with the hotel's internal rules.

### **8.2 Non-smoking establishment**

Our establishment is entirely non-smoking (rooms, common areas, indoor spaces).

Failure to comply will result in a €50 cleaning surcharge, charged to the card on file after notifying the Client.

### **8.3 Peace and respect for others**

For the tranquility of all, noise must cease between 10:00 p.m. and 8:00 a.m.

Any Client causing disorder, disturbance, or nuisance may be asked to leave immediately without refund.

The Hotel reserves the right to call law enforcement if necessary.

### **8.4 Damage**

The Client is legally liable for any damage, deterioration, or loss of equipment.

The Hotel may charge the Client for repair or replacement costs.

If damage is discovered after departure, the amount will be charged to the credit card guarantee after notifying the Client.

## **8.5 Pets**

Pets are not allowed.

Failure to comply may result in refusal of access or immediate eviction without refund.

## **ARTICLE 9 – HOTEL LIABILITY**

### **9.1 General liability**

The Hotel is responsible for proper performance of the services under Articles L. 211-16 et seq. of the French Tourism Code.

### **9.2 Valuables**

In accordance with Article 1952 of the French Civil Code, the Hotel declines liability for theft, loss, or damage to valuables not placed in the available safe (if any) or entrusted to reception.

### **9.3 Vehicles**

The Hotel is not liable for theft or damage to vehicles parked in the car parks or near the establishment.

## **ARTICLE 10 – PERSONAL DATA**

### **10.1 Collection and processing**

Personal data collected during reservation is necessary to manage the booking and stay.

In accordance with the GDPR and the French Data Protection Act, the Client has rights of access, rectification, deletion, restriction, portability and opposition.

These rights may be exercised by contacting the Hotel at the following address:  
[contact@hotelamphitheatre.fr](mailto:contact@hotelamphitheatre.fr)

## **10.2 Data retention**

Personal data is retained for the duration necessary to manage the reservation and stay, and to fulfil the Hotel's legal obligations.

## **ARTICLE 11 – COMPLAINTS AND MEDIATION**

### **11.1 Complaints**

Any complaint should be addressed to the Hotel as soon as possible:

- By email: [contact@hotelamphitheatre.fr](mailto:contact@hotelamphitheatre.fr)
- By post: HÔTEL DE L'AMPHITHEÂTRE - PL DE LA BASTILLE, 5 RUE DIDEROT, 13200 ARLES

The Hotel undertakes to acknowledge receipt and respond within a reasonable time.

### **11.2 Consumer mediation**

In accordance with Article L. 612-1 of the French Consumer Code, the Client may contact a consumer mediator free of charge.

#### **Mediator:**

MTV Médiation Tourisme et Voyage – MTV Travel

Website: <https://www.mtv.travel>

Email: [info@mtv.travel](mailto:info@mtv.travel)

Phone: 01 42 67 96 68