

# Terms and Conditions of Sale

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## PREAMBLE

The website hereinafter referred to as "<https://www.tdpspm.com/>" is a hotel reservation tool. For the application of these general terms and conditions of sale, it is agreed that the customers and the hotel Les Terrasses du Port will be collectively referred to as the "Parties" and individually referred to as the "Party," and that the user who validated a reservation or order will then be referred to as the "customer." These general terms and conditions of sale apply to all countries and currencies. Any reservation or order implies full adherence to the general terms and conditions of sale. The hotel Les Terrasses du Port reserves the right to modify these general terms and conditions of sale at any time by publishing a new version on the Site. The applicable general terms and conditions of sale remain those in force at the date of the reservation or placing of the order.

## **Article 1 – LEXICON**

In the context of these conditions, each of the expressions listed below shall have the following meaning:

1. "Customer": An adult natural person having full legal capacity when entering into the establishment's contract.
2. "Stay": The act of staying for a fee at the Hotel.
3. "Hotel": All accommodation units reserved for the client as well as the common areas gathering the various services (Reception, Catering, Meeting room, spa, conference room, gym).
4. "Confirmation Email": Email sent by the hotel Les Terrasses du Port, in the final step of the reservation or order process. It summarizes the reservation validated by the customer and confirms its receipt by the website [www.tdpspm.com](http://www.tdpspm.com). The confirmation email constitutes a reservation confirmation as defined below.
5. "Reservation Confirmation": Dematerialized document summarizing the characteristics of the services reserved at the end of the reservation process and its validation by the Customer. The reservation confirmation occurs notably after a reservation made on the website [www.tdpspm.com](http://www.tdpspm.com), during which the customer enters his credit card number as part of an online payment or a guarantee before proceeding with its final validation.
6. "Establishment Contract": Contract whose purpose is to provide by the establishments "Les Terrasses du Port" all the services defined below and which have been effectively ordered by the Client following the validation of his reservation online or by another reservation method.
7. "Reservation Request": Reservation request for rooms, restaurant tables, spa treatments, conference room, made by the client via mobile communication services or the internet.

8. "Online Reservation": Reservation of rooms, restaurant tables, and any additional accessories or services offered by the hotel Les Terrasses du Port on its website [www.tdpspm.com](http://www.tdpspm.com).
9. "Reservation by Phone or Email": Reservation of rooms or additional services offered by the hotel Les Terrasses du Port (spa treatments, conference room, restaurant table, etc.) by telephone call or by sending an email by the Client, responding to the reservation registration process as described in these general terms and conditions of sale.
10. "Establishment": Refers to the establishment Les Terrasses du Port comprising housing units or any other ancillary services offered on the website [www.tdpspm.com](http://www.tdpspm.com).
11. "Deposit": Advance payment of a portion of the estimated amount of the stay.
12. "Essential Elements": the services of the stay (examples: accommodation, catering, etc.)
13. "No show": No show corresponds to the situation where a customer who has booked a room ultimately does not show up without canceling his reservation.
14. "Accommodations": Accommodation units made available to customers for a fee.
15. "Welcome booklet": Non-contractual document intended to provide in a synthetic manner all the information relating to the operation of the hotel.

The indications provided in this file take into account the state of the regulations at the time of its publication (2021) and subject to any modifications that may occur since its publication.

## **Article 2 - REGISTRATION AND RESERVATION**

Every customer acknowledges having the capacity to contract under the conditions described in the general terms and conditions presented below, that is to say, having reached the legal age and not being under guardianship or curatorship. However, the Management of the establishment reserves the right to request from the Customer, upon his arrival at the establishment, a piece of identification containing, in particular, indication of his date of birth. The Customer acknowledges that these conditions are an integral part of the establishment's contract. The customer acknowledges having read these general terms and conditions, having accepted them, as well as all the terms of the proposal before placing his order and having accepted all the terms thereof. Any validation of a reservation online from the website [www.tdpspm.com](http://www.tdpspm.com) by the Customer presupposes the prior consultation and acceptance of these general terms and conditions.

## **2.1 - Preliminary information for any reservation**

### **2.1.1 - Number of people**

At the time of booking, you will be asked for the exact number of people, their first and last names, and the age of the children who will occupy the accommodation during your stay. Each accommodation is designed and insured for a maximum number of people, mentioned in the description. Any excess may either be refused or subject to an additional charge at the location of the stay.

### **2.1.2 - Pets**

Pets are not allowed in the Hotel. Only service dogs are accepted.

## **2.2 - Reservation**

Any reservation must be guaranteed with a credit card number (Visa, Mastercard). There are three reservation methods:

- Online reservation made directly on the website [www.tdpspm.com](http://www.tdpspm.com). This type of reservation involves an online payment for the entire stay by credit card. A summary email is sent to the customer at the email address he has indicated in the field reserved for this purpose. This email constitutes an acknowledgment of receipt of the reservation and the confirmation of the reservation.
- Telephone reservation made by the customer. The hotel Les Terrasses Du Port offers a telephone reservation service. The Customer calls the establishment by dialing the phone number indicated on the Site, and the receptionist takes his call. The receptionist checks the availability of the accommodation and confirms the reservation to the Customer, subject to the provision of a credit card number as a guarantee. A reservation confirmation email is then sent to the customer at the email address he has indicated in the field reserved for this purpose.
- Reservation by email: The customer sends an email to the establishment, at the address indicated on the Site. A reservation request email is considered received by the establishment once it appears in the establishment's email box. The establishment responds to this email by sending a summary email of the reservation, subject to the provision of a credit card number as a guarantee. The receptionist checks the availability of the accommodation and confirms the reservation to the Customer. A reservation confirmation email is then sent to the customer at the email address he has indicated in the field reserved for this purpose.

## **2.3 - Pre-authorization**

Upon the Client's arrival, the Establishment initiates a request for authorization (also referred to as "pre-authorization") from the Client's bank on the credit card, up to the amount of the reservation plus a fixed amount to cover potential on-site expenses or purchases (such as breakfast if not included in the rate, restaurant, bar, tourist tax if applicable, etc.). This fixed amount is determined by the Establishment based on the number of persons and the number of nights reserved.

Example: 2 nights at 197 euros + estimated 40 euros for extras = authorization request of 434 euros.

The pre-authorization request does not result in an immediate debit but represents a reserve for subsequent payment, authorized by the Client's bank, which temporarily reduces the credit card limit used to guarantee the possibility of the subsequent debit. In some cases, depending on the Client's bank, the pre-authorization request may appear as a pending debit on the bank account associated with the card used.

Once the pre-authorization request has been activated and confirmed by the bank:

- If the Client presents themselves at the Establishment, the payment for the entire stay is made directly to the Establishment on the day of arrival or departure, depending on the Establishment, which then proceeds to request the release of the pre-authorization from the Client's bank. Any on-site purchases or expenses incurred by the Client will be payable by the Client on the day of departure from the Establishment;
- If the Client does not present themselves at the Establishment on the first day of their reservation, the Establishment sends a debit request to the Client's bank.

In rare cases, the pre-authorization request may result in a debit by the Client's bank before the actual debit occurs. In this case, the debit will not occur twice. Any balance in favor of the Client will be automatically credited back to the Client by the bank.

If the reservation is canceled after the pre-authorization request has been activated in accordance with the cancellation conditions of the reserved rate, a request for cancellation of the pre-authorization request 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) typically takes twenty-four (24) to forty-eight (48) hours, but the timeframe may extend to seven (7) working days or more, depending on the cardholder's bank.

To activate a pre-authorization request, the Client is asked to provide their credit card details as part of the reservation guarantee process. The Client is informed in advance of the characteristics of the pre-authorization request. Credit card details are only retained by the payment service provider, as part of a strict policy for securing banking data.

If the Client has prepaid their stay online, the Establishment may request a pre-authorization from the Client upon arrival to guarantee payment for services consumed on-site.

If the Client has not prepaid their stay online and no pre-authorization was requested from the Client at the time of booking, the Establishment may request a pre-authorization from the Client upon arrival to guarantee payment for the reservation and a fixed amount to cover potential on-site expenses or purchases.

### **Article 3 – RATES AND PRICES**

The prices related to the reservation of services are indicated before and during the booking process. For other reservation methods such as by phone or email, the rates are valid at the time of the reservation request made by the Client.

The prices are per room, with the clarification that the chosen rate implies, by default and unless a particular "extra" is subscribed to for this purpose, check-in by the Client at 3:00 PM and check-out at 11:00 AM. Upon check-in, a credit card imprint as well as an identity document will be mandatory. Upon check-out in the event of non-appearance by the Client, Les Terrasses du Port hotel reserves the right to debit the credit card left as an imprint during check-in.

If payment is made in a currency other than the Client's country of residence, exchange fees will be borne by the Client.

All reservations are payable in Euros as specified during the reservation process.

If a rate implies payment at the establishment upon arrival or departure of your stay, and the Client's currency is not the same as that of the country where the establishment is located, the rate charged by the latter may be different from the one communicated at the time of booking, considering the possible fluctuation of exchange rates between the booking date and the stay dates at the establishment.

Any item stolen from the room during the stay will be charged at the prevailing rate. Rates available at the reception of our establishment.

In case of damage to the room, common areas, or various objects, the hotel reserves the right to charge the Client for the damages at the applicable rate.

### **Article 4 – MODIFICATIONS**

#### **4.1 - Modifications of the stay due to force majeure**

Force majeure refers to any event external to the parties that is both unforeseeable and insurmountable, preventing either the client or the hotelier from fulfilling all or part of the obligations under the contract.

This includes, but is not limited to, strikes, insurrection, riots, prohibitions imposed by government or public authorities.

It is expressly agreed that force majeure suspends, for the parties, the performance of their reciprocal obligations and that each party bears the burden of the expenses resulting therefrom.

Clients will bear alone the additional expenses that may be incurred to enable the continuation of the journey, following the occurrence of a force majeure event.

#### **4.2 - Modifications by the Hotel of Essential Elements of the Stay**

If, before the client's arrival, the Hotel is compelled to make a modification to one of the essential elements of the stay, the client may, after being informed by email or phone:

- either terminate the contract and receive an immediate refund of the sums paid without penalty,
- or accept the modification proposed by the Hotel. Any decrease in price shall be deducted from any sums still owed by the client, and if the payment already made by the client exceeds the price of the modified service, the surplus shall be refunded to the client before the date of departure.

#### **4.3 - Modifications by the Client of Essential Elements of the Stay**

If the client wishes to modify the terms of their stay (date, services, etc.) after confirming their reservation, the Hotel will do its best to accommodate them. In case of impossibility, this change will be considered a cancellation by the client, and cancellation fees will be applied according to the conditions established below.

### **Article 5 – CANCELLATION - INTERRUPTION OF STAY**

#### **5.1 - Cancellation**

Any cancellation must be notified to us by mail, fax, or email, with the date of receipt determining the cancellation date. This will serve as the basis for calculating cancellation fees according to the following fee schedule. As this cancellation may be motivated by a force majeure event, we advise you to take out personal cancellation insurance. The cancellation fees will be as follows: Cancellation more than 15 days before the start of the stay: No charges will be deducted from your credit card. Cancellation between 14 days and 8 days before the start of the stay: 10% of the stay amount. Cancellation less than 7 days before the start of the stay: 20% of the stay amount. "No show": 100% of the first night.

#### **5.2 - Refund Depending**

On the reservation method, transaction fees may be deducted during the refund process.

All reservations made online directly on the website [www.tdpspm.com](http://www.tdpspm.com) will be refunded through the same booking method. However, note that a flat fee will be charged by the website. This fee varies depending on the refund amount. The refund fee represents 4% of the total reservation amount. All other types of reservations will be refunded according to the terms described in paragraph 5.1 without any additional fees.

### **5.3 - Interruption of Stay**

The client shall not be entitled to any compensation, indemnity, or refund if they shorten or interrupt their stay for any reason, whether major, minor, or personal convenience. The client is jointly responsible to the Hotel for the balance of the price and any additional expenses resulting from the assignment as well as the reservation modification fees.

## **Article 6 - THE STAY**

### **6.1 - Arrival and Departure Times**

Accommodations are available to the client from 3:00 PM, depending on the chosen package and in accordance with the schedules indicated at the time of booking. On the day of departure, accommodations must be vacated by 11:00 AM. Any occupation beyond these time slots may result in additional charges. In case of late arrival, the client must inform the site reception as soon as possible, at least four hours before the expected late arrival.

### **6.2: Room Keys**

The client may keep the room key with them when leaving the hotel, however, they must return it on the day of departure. In case of non-return, the hotel will charge 50€ and will deduct the amount from the client's credit card.

### **6.3 - Additional Charges**

All additional charges (phone, spa, dining, etc.) must be settled at the hotel reception at the end of the stay.

### **6.4 - External Guests**

The Hotel site is a private domain reserved for its clientele. Any request to invite "external" persons must be submitted to the reception, which will register the names of the guests in a register provided for this purpose.

External visits are allowed until midnight.

### **6.4 - Internal Rules Disturbances and Nuisances:**

The client is responsible for disturbances and nuisances caused by persons staying at the hotel. When a resident disturbs or causes nuisances to other residents or damages the integrity of the facilities, their stay may be terminated immediately and without compensation, without prejudice to any claims for damages that the Hotel and third parties may assert against them. Smoking is prohibited within the premises of the Hotel.

## **6.5 - Inventory Accommodations**

The accommodations come fully equipped with dishes, cutlery, and bedding sheets. It is expressly forbidden to use the beds without . Upon arrival, the client must, in their interest, check the inventory and the condition of the premises, as well as the proper functioning of household appliances and sanitary facilities. The client must check and report any discrepancies to the reception within 24 hours. Otherwise, they will be deemed to have received the accommodation fully equipped without the possibility of proving otherwise. No requests will be considered thereafter.

## **6.6 - Persons with Reduced Mobility (PRM)**

The establishment has access for persons with reduced mobility to the restaurant, spa, and rooms. Please inform us of your requests when making a reservation.

## **Article 7 – LIABILITY, DAMAGE & COMPLAINTS**

### **7.1 – Liability**

Les Terrasses du Port hotel declines all liability in case of theft, loss, or damage to the clients' belongings during their stay. The client will be held responsible for any damage, degradation, or act of vandalism that may occur due to the occupation of the premises and/or the actions of the participants and/or the staff under their responsibility, whether to movable or immovable property belonging to the hotel or not. Consequently, the establishment has the right to ask the client to leave the hotel without any compensation or refund of the current stay, and to reimburse the damages caused by these acts.

### **7.2 - Damage**

The client must use the rented item with due care. The rooms made available to our clients are checked, functional, and in good condition. Our clients are invited to immediately report any deficiencies to the hotel reception. In case of a problem, the client must engage their civil liability. In case of damage, the hotel reserves the right to charge the client for the cost of repair or replacement. The same applies to any offense discovered after the client's departure; the compensation amount will be debited from the client's card. In the event of intentional or unintentional damage to materials, objects, or furniture belonging to the hotel, the hotel may demand full reimbursement with a penalty and damages. The hotel may require a cleaning fee if the room is left in an unacceptable condition. In case of damage to the carpet, bedding, or bed base, the hotel will require reimbursement for repairs and for being unable to re-rent the rooms. In general, the client must settle damages directly with the hotel. They can use their insurance (if they wish to be reimbursed) for any intentional or unintentional damages caused during their stay. All our rooms are non-smoking. The hotel reserves the right to claim the cost of one night for additional cleaning expenses from the client who has smoked in their room. If the client smokes inside or outside the designated areas, they will be asked to leave the hotel. In case of non-compliance with the internal regulations of the hotel, the client will be asked to leave the hotel without being entitled to any refund. The hotel reserves the right to deduct the amount of undeclared consumptions and damages in the room. This amount will be debited from the credit card provided at the



time of booking. The hotel will have no obligation to notify the client but can provide a receipt upon request.

## **7.2 - Complaints**

Any possible complaints during the stay must be addressed by handwritten or electronic mail to the following address: [direction@tdpspm.com](mailto:direction@tdpspm.com) or to the following address: Les Terrasses du Port, Quartier des Graves, 97500 Saint-Pierre et Miquelon. If the management is not informed, the stay will be considered as having proceeded smoothly, and after this period, no complaints will be taken into account.

## **7.3 - Applicable Law**

These General Terms and Conditions are governed by French law. Disputes shall fall within the exclusive jurisdiction of the French courts.