

# *GENERAL TERMS AND CONDITIONS OF SALE*

## *DOMAINE DU MAS DE PIERRE*

### 1. PREAMBLE

These General Terms and Conditions of Sale (GTCS) apply to all services offered by Domaine du Mas de Pierre and govern the contractual relationship between SNC Mas de Pierre (the "Professional") operating the hotel Domaine du Mas de Pierre and its clients (the "Consumer"). The introductory article of the French Consumer Code defines these two terms ("Professional" and "Consumer").

These conditions and their appendices may include the following documents:

- Appendices to which they refer by hypertext link (e.g. price lists) ;
- Internal regulations and safety instructions that may apply when the service is provided (e.g. swimming pool internal regulations);
- Any quotations.

The GTCS constitute the Contract between the Customer and Domaine du Mas de Pierre, notwithstanding the means of reservation (direct, by telephone or e-mail, or via a platform or service provider).

All prices in these GTCS are inclusive of all taxes (except tourist tax) and service (where applicable).

When the Customer makes a reservation at Domaine du Mas de Pierre, he contracts with SNC Le Mas de Pierre, whose head office is at 2431 route de Cagnes (06140 VENCE). The company is registered with the RCS under SIREN number 450 228 317, and its intracommunity VAT number is FR 24 450 228 317.

The services provided by SNC Le Mas de Pierre will be performed in or from its premises, **Domaine du Mas de Pierre, located at 2320 route des Serres, 06570 Saint-Paul-de-Vence.**

Under article L214-1 of the French Consumer Code, all sums paid in advance by the Customer should be considered prepayments, not deposits. This payment corresponds to the time of Contract conclusion.

Except for Gift Card sales, Customers are reminded that due to the nature of the services offered and in the application of article L221-28 12 of the French Consumer Code, they cannot exercise their right of withdrawal for any of the services provided hereafter.

## 2. SERVICES AND CONTACT DETAILS

Domaine du Mas de Pierre offers three main types of services:

- A 5-star luxury hotel service, with reservations ranging from superior rooms to suites and apartments, reception and seminar room rentals.
- Top-of-the-range spa services including spa treatments and massages, whirlpool, hammam, sauna, snow cave, relaxation lounge, herbal tearoom, etc.
- A catering service with up to four distinct offerings, according to the time of year:
  - o a French bistro offering local cuisine, *Lis Orto*;
  - o a gourmet restaurant, *La Table de Pierre*;
  - o a lounge bar, *Le Bar* ;
  - o a pool-side straw hut, *La Paillote* (open seasonally).

Should you have any questions or special requests, please contact Domaine du Mas de Pierre either:

- by telephone: +33 (0)4.93.59.00.10

- by e-mail: [reception@lemasdepierre.com](mailto:reception@lemasdepierre.com)

- by post: to the above address.

### 3. HOTEL RESERVATION: TERMS AND RATES

The Customer may reserve a hotel service at Domaine du Mas de Pierre by e-mail or telephone using the contact details given above.

They may also book Domaine du Mas de Pierre services through a platform or a reselling provider.

#### **3.1 Reservations Procedures and Policies**

Check-in is from 16:00, and check-out before 11:00. In the event of early check-in, late check-in or late check-out, the Customer must inform the Front Desk as soon as possible. Staff will do their utmost to accommodate without this constituting an obligation on the part of Domaine du Mas de Pierre.

Late check-outs may give rise to a surcharge of one additional night. In the event of an early departure, Domaine du Mas de Pierre will charge 100% of the remaining stay. All reservation confirmations are subject to a security deposit receipt by Domaine du Mas de Pierre. The amount of the prepayment is calculated as follows:

- January 1 - May 24, May 29 - June 30 and September 1 - December 31: **one-night stay**.
- May 25 - 28 and July 1 - August 31: **50% of the entire booking reservation (minimum one-night stay)**. These conditions also apply to the **Grand Prix De Monaco™**.

Any outstanding balance (balance of the booking and/or ancillary services used) must be paid at the latest at check-out.

All cancellations must be made in writing by the Customer. Domaine du Mas de Pierre will reimburse prepayments only if the following deadlines are met:

- **At least seven (7) days before the date of arrival** for the subsequent periods of **May 24 - May 27 and July 1 - August 31**, as well as for **Grand Prix De Monaco™**.
- **At least 48 hours before the arrival date** for the rest of the year.

The prepayment will not be refunded for cancellations outside these conditions or for no-shows. Domaine du Mas de Pierre reserves the right to claim compensation for any damage.

In the event of an early departure, Domaine du Mas de Pierre will charge 100% of the remaining stay.

## 3.2 Rates

**Room rates are per night. Breakfast is not included.**

However, the following are included: Wi-Fi, access to LE SPA, swimming pool, lagoon, fitness room, multisport court, and in-room digital tablet.

Rates may fluctuate depending on the hotel's occupancy rate, the size of the facilities or the room's location. The room categories are as follows:

- **Superior:** from €195 to €1000
- **Deluxe:** from €244 to €1250
- **Junior Suite:** from €312 to €1700
- **Suite:** from €459 to €2600
- **Junior Suite Fleurs:** from €342 to €1900
- **Suite Fleurs:** from €488 to €2800
- **Prestige Deluxe:** from €293 to €1500

- **Prestige Junior Suite:** from €410 to €2400
- **Prestige Suite:** from €546 to €3050
- **Prestige Suite (with whirlpool bath):** from €585 to €3250
- **Apartment:** from €439 to €2250
- **Prestige Apartment:** from €839 to €6300

These rates are quoted as an indication—the rate specified at the time of booking prevailing.

A tourist tax (base 2022) of €4.02 per person (adult) per day (over 18 yo) will be added.

#### **Rates for the main services offered in addition to the room reservation:**

- **Complimentary** LE SPA, pools, lagoon, hammam, sauna, jacuzzi, and fitness room accesses.

- Extra bed: **€120 per night.**

As this service may not be available at the last minute, Customers must inform Domaine du Mas de Pierre of their wish for this supplement at the latest booking time.

If the Customer fails to do so, Domaine du Mas de Pierre cannot be held liable for any negative consequences (cancellation, prejudice, etc.).

- Pet: **€40 per night.**
- Transportation to the airport or city: please refer to the price list (<https://www.lemasdepierre.com/wp-content/uploads/2023/01/domaine-du-mas-de-pierre-transfert-aeroport-ville-RIVIERA-DRIVER-2023.pdf>)
- Private underground garage: **€20 per night.**
- Electric car charging station: **€20 per charge.**
- Electric bike rental: **€70 per day** or **€50 per half-day** (€500 deposit).
- Room service: please refer to the price list (<https://www.lemasdepierre.com/wp-content/uploads/2023/04/domaine-du-mas-de-pierre-saint-paul-de-vence-carte-room-service-avril-FR.pdf>).
- Breakfast: **€5 delivery charge.**
- Other room service: **€10 delivery charge.**
- Pierre's Sundays (Les dimanches de Pierre): **€60 per adult and €30 per child under 12 (excluding drinks).**

- The Kids Club: available on reservation and during French school vacations only.
  - Schedule: 10:00 to 17:30 (from Saturday to Thursday)  
10:00 to 21:00 (On Friday and on Saturday)
  - Price: €10 per hour (including snacks), with lunch at the *Lis Orto* for the price of a children's menu (€29)
- Laundry: please refer to the price list available in your room.

### 3.3 Right of Retention

The Customer is hereby informed that, if they fail to pay for hotel service, SNC Mas de Pierre may – at its sole discretion – **exercise its right of retention on all of the Customer's assets** under Articles 1948, 1951 and 1952 of the French Civil Code.

This right of retention will be exercised until full payment of the sums due.

## 4. SPA RESERVATION: TERMS AND RATES

All spa treatments are designed to promote well-being and relaxation. They are neither therapeutic nor medical.

All spa treatments are intended for both men and women and can be enjoyed by two or more people. The duration specified for each treatment corresponds to the actual time of the treatment.

The Customer can directly book a treatment at LE SPA of Domaine du Mas de Pierre using the following means:

- by e-mail at [spa@lemasdepierre.com](mailto:spa@lemasdepierre.com)
- by telephone at +33 (0)4 93.59.00.37

They can also book through the service provider **Thalasseo**.

Opening Hours:

- LE SPA treatments from **9:00 to 19:00** year-round and **9:00 to 20:00** in **July/August**
- LE SPA access and wellness facilities (spa pool, hammam, saunas, whirlpool, snow cave): **9:00 to 20:00**
- Fitness room access: **7:00 to 22:00**

## 4.1 Arrival and Cancellation Policies

You must arrive at LE SPA 20 minutes before the scheduled treatment start time to complete a treatment preparation questionnaire and take advantage of the welcome ritual. Any delay will be deducted from the treatment time reserved.

A credit card imprint will be necessary to secure a booking.

Upon arrival at LE SPA, guests will be provided with a Guest Bag including a bathrobe, pair of slippers, and towel. These items must be returned at the end of the treatment.

Any treatment cancellation or postponement must be made at least 24 working hours before the treatment is due to start by contacting us at [spa@lemasdepierre.com](mailto:spa@lemasdepierre.com) or by telephone at +33 (0)4 93.59.00.37).

Any no-show or cancellation after this deadline will result in the full treatment fee being charged (using the credit card number registered at the time of booking).

In the case of a LE SPA subscription or Gift Card, the cost of the treatment will be passed on.

## 4.2 Treatment Rates

Rates for LE SPA treatments and getaways are set out in LE SPA Practical Guide (<https://www.lemasdepierre.com/wp-content/uploads/2023/02/domaine-du-mas-de-pierre-care-guide-2023-EN.pdf>).

## 4.3 Responsibility and Liability

Certain services may be incompatible with the Customer's specific state of health and/or require some form of customization.

Upon entering Le SPA, the Customer will be requested to complete a health questionnaire. The Customer is expressly informed that the treatment will be carried out without any special adaptation if they refuse to complete the aforementioned health form.

Domaine du Mas de Pierre is committed to providing safety and advice. Nevertheless, Domaine du Mas du Pierre may not be required to pay compensation for any damage resulting from the provision of care without adaptation or despite a contraindication if this damage is due to a lack of information or incorrect information regarding the Customer's state of health or any physical limitations.

## 4.4 LE SPA Membership

Access to LE SPA and fitness facilities is also available by purchasing a membership, according to the packages below.

### **Solo Getaway Membership**

**10** spa treatments + **10** LE SPA admissions on the day of scheduled treatments.

No time restriction.

Subscription: €1650

### **Duo Getaway Membership**

**20** spa treatments + **20** LE SPA admissions on the day of scheduled treatments.

No time restriction.

Subscription: €2990 for two people



### **Solo Wellness Membership**

**Unlimited** access to LE SPA and the fitness room **from Monday to Friday**, **10%** discount on accommodation and at the *Lis Orto* bistro, **10%** discount on LE SPA coaching and treatments, 1 coaching session.

Monthly Subscription: €290

Annual Subscription: €2700

### **Duo Wellness Membership**

**Unlimited** access to LE SPA and fitness room **from Monday to Friday**, **10%** discount on accommodation and at the *Lis Orto* bistro, **10%** discount on LE SPA coaching and treatments, 1 coaching session.

Monthly Subscription: €490 total for two people

Annual Subscription: €5000 for two people

### **Solo VOLUPTÉ Membership**

Unlimited access to the SPA and fitness room **all week**, **10%** discount on accommodation and at the *Lis Orto* bistro, **15%** discount on LE SPA coaching and treatments, 1 coaching session.

Monthly Subscription: €450

Annual Subscription: €4300

### **Duo VOLUPTÉ Membership**

Unlimited access to the SPA and fitness room **all week**, **10%** discount on accommodation and at the *Lis Orto* bistro, **15%** discount on LE SPA coaching and treatments, 1 coaching session.

Monthly Subscription: €750 for two people

Annual Subscription: €8000 for two people

## 5. RESTAURANT RESERVATION: TERMS AND RATES

### 5.1 *Lis Orto, Le BAR, La Paillote*

#### **Our French bistro:** *Lis Orto*

Opening Hours: **12:00 to 14:30** et de **19 :00 to 21 :30** (daily)

Prices: <https://www.lemasdepierre.com/en/restaurants/lis-orto/>

#### **Our lounge bar:** *Le Bar*

Opening Hours: **10:00 to 00:00** (daily)

Prices: <https://www.lemasdepierre.com/en/restaurants/the-bar/>

#### **Our pool-side straw hut :** *La Paillote*

*La Paillote* is only open during the summer, i.e. from April to October. Precise opening and closing dates may vary according to weather conditions and visitor numbers.

Opening Hours: **10:00 to 18:00** (daily)

Prices: <https://www.lemasdepierre.com/en/restaurants/paillote-du-lagon/>

## 5.2 Our Gourmet Restaurant: *La Table de Pierre*

**Opening Hours (breakfast): 7:00 to 10:30** (daily)

**Opening Hours (dinner): 19 :00 to 22:30** (Tuesday to Saturday inclusive)

All reservation confirmations are subject to a credit card imprint by Domaine du Mas de Pierre.

Cancellations must be made in writing at least 24 hours in advance. Cancellations within this period or no-shows will incur a charge of :

- € 40 per person for breakfast
- €100 per person for dinner

### Prices:

- Breakfast (children under 7 yo): complimentary  
Breakfast (children aged 8 to 11): €20 per person  
Breakfast Buffet: €40 per person
- Dinner: <https://www.lemasdepierre.com/en/restaurants/table-de-pierre/>

## 6. GIFT CARDS AND BOXES : TERMS AND RATES

### 6.1 Terms

Domaine du Mas de Pierre sells Gift Cards and Boxes. Details of each Gift Box vary and can be viewed using the link in 6.2. These Gift Cards and Boxes can be ordered online by the Customer on Domaine du Mas de Pierre's website, by e-mail at [reservation@lemasdepierre.com](mailto:reservation@lemasdepierre.com), or by telephone at +33 (0)4.93.59.00.10 or directly at our Front Desk.

Bookings for all services featured in the Gift Boxes must be made at a later date and are subject to availability.

Unless otherwise indicated by Domaine du Mas de Pierre on the order form, the following rules apply:

- Gift Boxes cannot be used in July and August;
- Gift Cards and Boxes are valid for one (1) year from the date they are sent by e-mail;

- Gift Cards and Boxes are non-refundable (gift cards are subject to Consumer's 14-day period right of withdrawal).

## 6.2 Prices

The Customer chooses the amount they want for the Gift Card.

The Customer can view each Gift Box price by clicking on the link:

<https://www.lemasdepierre.com/offres-et-coffrets-cadeaux/>. ATTENTION : modifier pour lien anglais

Please note that our minimum room rates are quoted for gift packages. Customers are informed that these rates may increase if they wish to modify the services offered (e.g. room upgrade).

## 7. MISCELLANEOUS INFORMATION

### 7.1 Other Services

For services not specified or for which the price is not stated in these GTCS (e.g., room reservation or privatization), please get in touch with Domaine du Mas de Pierre for a customized offer.

### 7.2 Damage and Theft

Any damage or theft, particularly damage to the digital tablets provided in the room or theft of items included in LE SPA Guest Bag, committed on Domaine du Mas de Pierre premises, will be billed at a flat rate of **€120**.

If the amount of damage or theft exceeds the fixed amount, Domaine du Mas de Pierre reserves the right to invoice the actual amount of the cost incurred.

### 7.3 Accepted Means of Payment

- Credit Cards (Visa, Eurocard, Mastercard, American Express, Diners)
- Bank checks
- Local Currency (€500 bills are not accepted)

## **7.4 GDS Codes**

WorldSpan: WBCD39 – Amadeus: WBNCED39 – Apollo: WB77930

## **7.5 Privacy and Data Protection**

For any information, request to exercise rights or complaint under the GDPR, we invite you to consult our Privacy Policy (available at the following link:

<https://www.lemasdepierre.com/en/privacy-policy/>

## **7.6 Insurance**

A commercial general liability policy with a reputable French insurance company covers Domaine du Mas de Pierre.

## **7.7 5-Star Hotel Classification**

Issuing Body: Atout France

Establishment Registration No.: H06-000100-004

## **7.8 Lost Property Policy**

Items found by Domaine du Mas de Pierre staff will, if their size permits, be kept in a safe for three (3) years per the law.

The Hotel will return these objects at the Customer's first request. Nevertheless, SNC Mas de Pierre reserves the right to demand any document required to confirm ownership of the object or guarantee its return to its owner (invoice, identity document of the person mandated to recover the object, etc.).

Where applicable, the costs and risks of shipping shall be borne entirely by the Customer.

# **8. MEDIATION**

Should you have any complaints, do not hesitate to contact our Guest Service at ([info@lemasdepierre.com](mailto:info@lemasdepierre.com)).

If, within 60 days of sending your complaint to the above address, you consider that the action taken in response to your complaint has not been satisfactory, you may refer the matter to the Tourism and Travel Ombudsman, accessible via this link: [www.mtv.travel](http://www.mtv.travel). You can contact the mediator within 12 months of sending your complaint.