

## CHÂTEAU LESCURE B.V. GENERAL TERMS AND CONDITIONS

### Article 1: Definitions

- **Arrival Date:** the date on which the Contracting Party and/or the Guests arrive at the Château in order to make use of the Services.
- **Cancellation:** written termination of the agreement by the Guest, prior to the Arrival Date.
- **Confirmation:** written confirmation from Château Lescure to the Guest stating the terms and conditions agreed between them in relation to the Services.
- **Château:** the location where the Services will be carried out, namely Château Lescure, lieu-dit Les Arques, 12230 Lapanouse-de-Cernon, France, therefore the château itself and its grounds.
- **Château Lescure:** the private limited company Château Lescure B.V., with its registered office in Leiden, listed in the Trade Register of the Chamber of Commerce in the Netherlands under number 61632864.
- **Services:** the provision by Château Lescure of accommodation and/or the provision of rooms or meeting rooms within the Château, the provision or arrangement of training/seminars, and/or food and/or beverages along with all associated activities and/or services.
- **Guest:** a natural person, acting in the course of his profession or business or otherwise, or a legal entity who or that enters into an agreement with Château Lescure for the provision of Services.
- **Price:** the fee payable for the Services.

### Article 2: Applicability of these general terms and conditions and formation of the agreement

- 2.1** These general terms and conditions apply to all current and future quotations, offers and other agreements of Château Lescure, insofar as they relate to the Services.
- 2.2** Any conditions of the Guest shall not be applicable and are expressly rejected.
- 2.3** Any agreements that deviate from these terms and conditions shall only apply if agreed in writing.
- 2.4** Château Lescure has the right to unilaterally amend these terms and conditions. Where this is the case, an amended copy will be provided. The most recent version can always be found on the Château Lescure website. If the time at which the amendments enter into force has not been specified, an amendment shall enter into force at such time as the amended terms and conditions are made available.
- 2.5** If all or part of any provision of these general terms and conditions is void or impractical, or is held to be void or unenforceable by a competent judicial body, the agreement and the remaining provisions of the general terms and conditions shall remain in force. In that case, the provisions that are not legally valid or that cannot be legally enforced will be replaced by provisions of which the purport corresponds as closely as possible to the provisions to be replaced.
- 2.6** All offers, quotations, price estimates, cost budgets and so on of Château Lescure are entirely without obligation. An agreement will only be formed when the Confirmation is sent.
- 2.7** All information and/or specifications provided by Château Lescure are approximate unless explicitly stated otherwise in writing.

### Article 3: Performance of the agreement

- 3.1.** Château Lescure shall provide the agreed Services to the best of its knowledge and ability. Château Lescure will be subject to a best-efforts obligation in this regard.
- 3.2.** Château Lescure will determine the manner in which and the individuals employed by it or on its behalf by whom the agreed Services will be carried out, insofar as not

explicitly agreed otherwise. Insofar as Sections 7:404 and 7:407, paragraph 2, of the Dutch Civil Code apply, these provisions shall be excluded, except for Château Lescure's right to deploy third parties in the provision of the Services.

- 3.3.** The Guest will provide Château Lescure with the information required for the correct and timely provision of the Services. This information includes, but is not limited to:
- A list of the Guests' allergies and other intolerances that may be relevant to the Services to be provided
  - Emergency contact
- 3.4.** The Guest is expected to behave in a manner that is respectful and considerate of other guests, Château staff and the Château itself.
- 3.5.** The Guest must comply with the agreement, including these terms and conditions, and the house rules.
- 3.6.** The Guest must ensure that he is aware of the written information, including the house rules, regarding the fact that use of the Château and participation in the activities at the Château are at his own risk. Through use and/or participation the Guest declares his agreement to this own risk.

#### **Article 4: Price and price changes**

- 4.1.** The Price shall be agreed on the basis of the rates applicable at that time as stipulated by Château Lescure.
- 4.2.** If Château Lescure incurs additional costs after entering into the agreement, due to an increase in the tax and premium burden and/or changes in levies relating directly to the Services and/or due to the late provision of relevant information by the Guest in the context of the Services to be provided, the Guest may also be charged these additional costs after the formation of the agreement.

#### **Article 5: Payment**

- 5.1.** The Guest must pay the Price in euros.
- 5.2.** The Price is due from the date on which Confirmation is sent.
- 5.3.** The payment term is 14 days. If the Guest fails to pay on time, he shall be in default without further notice being required and must pay interest on the Price at a rate of 1% per month, whereby part of a month shall constitute a full month.
- 5.4.** If Château Lescure has not received payment of the price in full on the date of arrival, it is entitled to refuse the Guest access, without prejudice to Château Lescure's right to full payment of the Price.
- 5.5.** The Guest shall under no circumstances be entitled to suspend its obligations under the agreement or to offset any amounts it owes against claims it has or believes it has against Château Lescure at any time.

#### **Article 6: Cancellation**

- 6.1.** In the event of cancellation the Guest must pay Château Lescure a fee. This cancellation fee amounts to:
- 25% of the Price on Cancellation more than ten weeks before the Arrival Date;
  - 50% of the Price on Cancellation within four to ten weeks before the Arrival Date;
  - 75% of the Price on Cancellation within one to four weeks before the Arrival Date;
  - 100% of the Price on Cancellation within one week before the Arrival Date.
- 6.2.** The cancellation fee shall be due from the time of receipt of the Cancellation by Château Lescure. The payment term is 7 days. If the Guest fails to pay on time, he shall be in default without further notice being required and must pay interest on the cancellation fee at a rate of 1% per month, whereby part of a month shall constitute a full month.

**Article 7: Use by third parties**

- 7.1. The use of the Château by third parties is only permitted if Château Lescure has granted permission for this in writing.
- 7.2. This consent may be subject to conditions, of which the Guest will be informed in advance in writing.

**Article 8: Early departure of the Guest**

- 8.1. If the Guest leaves the Château before the end of the agreed period for the Services, he shall continue to owe the full Price.

**Article 9: Non-compliance by Guests**

- 9.1. Any behaviour on the part of the Guests that contravenes the agreement, these terms and conditions, the house rules or any other instruction issued by Château Lescure, shall entitle Château Lescure to refuse the Guest further access, without prejudice to Château Lescure's right to full payment of the Price.

**Article 10: Force majeure**

- 10.1. In the event of a force majeure situation that prevents Château Lescure from performing the Services in full and/or on time, it shall be entitled to terminate the agreement without any liability on the part of Château Lescure for any resulting losses, and without this leading to any other claims on the part of the Guest. Force majeure shall in any event include operational failures or business interruptions of any nature and regardless of how they occur.
- 10.2. The provisions above shall also apply if the force majeure situation affects individuals and/or services and/or organisations used by Château Lescure in the performance of the Services.

**Article 11: Liability**

- 11.1. Château Lescure shall not be liable for any losses except in the case of intent or deliberate recklessness on the part of Château Lescure.
- 11.2. Shortcomings of any kind or failure to meet the Guest's expectations will never lead to entitlement to compensation and/or set-off.
- 11.3. Any liability on the part of Château Lescure as a result of intent or deliberate recklessness will in all cases be limited to direct losses incurred. Château Lescure will never be liable for any indirect losses incurred, consequential loss, or other losses such as loss of turnover volume or loss of profit.
- 11.4. In all other cases, any contractual or noncontractual liability on the part of Château Lescure will furthermore be limited to the amount of the Price.
- 11.5. The Guest is aware that the Château's (château and its grounds, as defined) facilities are limited and basic and that it is undergoing extensive and ongoing restoration work. It is not possible to discontinue this work during the course of the visit. This means that parts of the Château (and its grounds, as defined) may be hazardous and dangerous. Entering the Château (and its grounds) is at own risk. Guests have to exercise care and caution. The Guest needs to realise that the Château is located in wild nature and therefore can be hazardous and dangerous. In this regard the Guest also has to exercise care and caution. It is strongly recommended when outside to wear closed clothes and shoes, because of the risk of tick bites. It is also strongly recommended to use insect repellent and to check your body on tick bites at the end of the day.
- 11.6. The Guest acknowledges that personal belongings are not secure and that it is his responsibility to ensure that he keeps valuable items with him at all times. The Château is not responsible for any loss or damage that occurs to your belongings.

**Article 12: Photography and video**

**12.1** The Guest may take photographs and video of the Chateau for personal use only. Personal use includes uploading the photographs and video onto your personal social media sites (for example Facebook, Instagram, blogs). The Guest is not permitted to sell, license or use the photographs or video for any other purpose or make, or enable others to make, any financial or material gain from the photographs or video. It is the Guest furthermore prohibited to share photographs or video and/or information of other Guests (via social media, etc.), unless with prior express written permission of those other Guests.

**Article 13: Applicable law and disputes**

**13.1.** All quotations, offers and other agreements and these general terms and conditions of Château Lescure are exclusively governed by the laws of the Netherlands, with the exclusion of the Vienna Sales Convention.

**13.2.** Any disputes will be submitted in the first instance to the competent court in The Hague.