

## GENERAL TERMS AND CONDITIONS HOTEL HORIZON

The present conditions are valid as of January 1<sup>st</sup> 2020.

### PREAMBLE

The present conditions govern the contractual relations between the company Hôtel de l'Horizon Inc. and its customers, relating to the sale of individual stays on its site in Sutton, QC (Canada). They regulate all the steps necessary for the reservation and payment of the stays and regulate all their follow-up between the contracting parties.

Any document other than the present general conditions of sale, in particular, advertisements and catalogues, has only an informative and indicative value.

### Definitions

"WEB SITE" refers to the website <http://www.hotelhorizon-sutton.com>, published by Hôtel de l'Horizon Inc.

"HOTEL HORIZON" refers to Hôtel de l'Horizon Inc.

"RENTAL" refers to the rental contract for rooms or rentals on the HOTEL HORIZON website.

"RENTALS" refers to all types of lodging (chalets, rooms) offered for rent by the HOTEL HORIZON.

"HOLIDAYS" refers to a rental with additional services defined in the special conditions.

"CUSTOMER" refers to any person booking on the website, via the central reservation office or directly with the hotel whose contact details appear below in order to reserve, order and/or purchase any services offered by the HOTEL HORIZON.

### Entirety

The present general conditions express the entirety of the obligations of both parties. The present general terms and conditions for renting and booking stays at HOTEL HORIZON apply to the exclusion of all other conditions.

They are accessible on the website [www.hotelhorizon-sutton.com](http://www.hotelhorizon-sutton.com) and shall prevail, if necessary, over any other version or any other contradictory document.

HOTEL HORIZON and the CUSTOMER agree that these general terms and conditions exclusively govern their relationship. HOTEL HORIZON reserves the right to modify its general terms and conditions from time to time. They will be applicable as soon as they are put online.

If a rental or stay reservation condition should be missing, it is considered to be governed by the practices in force in the 3-star hotels sector whose companies have their head office in Quebec.

### Object

The purpose of the present general terms and conditions is to define the rights and obligations of the parties within the framework of the rental, rental accommodation or stays proposed by HOTEL HORIZON to the CUSTOMER, from the website [www.hotelhorizon-sutton.com](http://www.hotelhorizon-sutton.com), but also by telephone to its central reservation office, or by mail.

### Pre-contractual information

The Customer acknowledges having been informed, prior to his reservation, of the present general conditions of sale, rental and stays. The Customer has all the information available online or can have the services explained by our booking agents on site, by telephone or electronically.

### SERVICES AND PRICES

#### Stay in a chalet

If the Customer chooses to stay in one of our accommodations, the price of the stay includes the rental of the accommodation, according to the number of people (according to capacity), charges (water, gas, electricity), parking for one vehicle, access to reception services, swimming pool and free activities. The price also includes the provision of sheets and towels, and access to the site's facilities. The rentals are non-smoking. Additional elements present on the pitch (parking for an extra vehicle, animal, etc.) are subject to an additional daily cost. Stays during the holiday periods listed in the "Holiday periods" section are for a minimum of two nights. For security reasons, the number of people arriving for a stay cannot exceed the capacity of the accommodation.

#### Stay in a hotel room

If the CUSTOMER chooses to stay in one of our hotel rooms, the price of the stay is calculated on a flat rate basis for 2 adults and includes the provision of a hotel room (which can accommodate 2 to 4 people, depending on the capacity of the room), parking for one vehicle, access to the site's facilities, activities and services determined in the special conditions. Additional persons (adults or children over 12 years old) or additional items are subject to an additional daily cost. Stays during the holiday periods listed in the "Holiday periods" section are for a minimum of two nights. For security reasons, the number of people arriving for a stay cannot exceed the capacity of the hotel room.

#### Check in

Accommodation is available from 3pm on the day of arrival and must be vacated by 11am on the day of departure. If the accommodation is not reserved the same evening, the Customer may have his rental/pitch available until 3pm. He will simply have to make a request at the time of his arrival at HOTEL HORIZON. In case of early arrival and according to availability on the site, everything will be done to reduce the Customer's waiting time.

#### Evolution of prices

Rates are dynamic and may change as the season progresses. HOTEL HORIZON cannot be held responsible for any difference in cost between two stays booked for the same period. The rates indicated on the site are in Canadian dollars, excluding applicable taxes. Any change or modification of rates as well as any change in the taxes applicable to the stay, at the date of invoicing, may be reflected in the price of the stay.

#### Tourist Tax

The tourist tax collected and to be paid is not included in our rates. The amount, determined per person and per day, is variable according to the destinations and could be modified during the year.

#### Promotions

Promotional offers are subject to certain conditions, in particular, availability. Moreover, price reductions or promotional operations cannot be combined unless otherwise stated.

On these occasions, it is possible that customers may have paid different prices for the same stay. Customers who have paid the highest price will not be able to benefit from a refund of the difference between the price they have paid and the promotional price.

### RESERVATION ET PAYMENT

#### Booking Conditions

The Customer has the possibility to make a reservation online, by telephone or on site, from the presentation of the accommodation and services offered on the website [www.hotelhorizon-sutton.com](http://www.hotelhorizon-sutton.com).

Any reservation of a chalet must be accompanied by a payment including: a deposit of 50% of the total amount of the stay. Whatever the accommodation and the chosen channel, the reservation becomes effective only after sending the written confirmation of reservation by email from HOTEL HORIZON and, after collection of the amount due for the chalets.

#### Online reservation

For online bookings, payment will imply tacit acceptance of these terms and conditions. Following his reservation, the customer will receive a confirmation by e-mail containing the details of his stay (content of the services, dates and duration, price and terms of payment).

#### Electronic signature applicable to online sales

The online provision of the Customer's credit card number and the final validation of the order will be proof of the Customer's agreement to:

- Pay the sums due for the reservation,
- Sign and express acceptance of all operations carried out.

In the event of fraudulent use of the credit card, the buyer is invited, as soon as this use has been established, to contact our central reservation office by telephone or by e-mail.

#### Payment of the outstanding amount

The remaining balance of the stay in the chalet, taxes included, is payable upon arrival. The total amount of the stay for a hôtel room, taxes included, is payable at the end of the stay.

#### Payment method

When booking a chalet, the payment of the deposit is made by credit card (the accepted cards are those of the Visa, Eurocard/Mastercard networks). The transaction is immediately debited to the Customer's credit card after verification of the Customer's details. The payment of the balance due is payable by credit card or cash. By providing their credit card details, the Customer authorises HOTEL HORIZON to debit their credit card for the amount of the deposit for the stay. To this end, the Customer confirms that he is the holder of the bank card to be debited and that the name appearing on his bank card is indeed his own.

#### Allocation of pitches / accommodation

The assignment of the rental unit numbers is carried out indiscriminately in the order in which the reservations are posted. Under no circumstances can the Management guarantee that the pitch or rental accommodation requested by the Customer will be allocated to him.

#### Holiday periods

The following are defined as holiday periods:

- The Christmas period: from December 21, 2019 to January 5, 2020
- Spring Break: February 14 to March 21, 2020
- The Easter period: 11-13 April 2020

### DEADLINE FOR CHANGING OR CANCELLING YOUR STAY

#### Stay in a chalet

##### During "holiday periods":

Up to 16 days prior to arrival, cancellation or modifications of services planned for the stay by the Customer will incur a fee of 30\$.

Between 15 and 8 days prior to arrival, the cancellation of services planned for the stay by the Customer will result in the collection of 50% of the total amount (taxes included) of the stay.

From 7 days before arrival, the cancellation of the stay by the Customer will result in the collection of the total amount (taxes included) of the stay. No modification will be possible.

##### Outside the "holiday periods":

The cancellation or the modifications of services planned during the stay by the Customer are free of charge until 48 before the arrival in accommodation.

##### No consumption of additional services:

The fact of not having used the services provided during the stay cannot give rise to reimbursement.

#### Stay in a hotel room

Cancellation or modifications of services provided during the stay by the Customer are free of charge up to 48 hours before arrival in the accommodation.

##### Modification of the stay

In the case of a modification, the HOTEL HORIZON will make every effort to accommodate this request according to availability, if the chosen rate accepts the modifications. Under 48 hours, no modification will be possible.

##### No consumption of additional services:

The fact of not having used the services provided during the stay cannot give rise to reimbursement.

### ON SITE

#### Deposit

A deposit of \$100 will be requested in pre-authorization on credit card at the arrival of the Customer. In the case of damage to the accommodation or common areas of the hotel, the amount will be charged. Otherwise, the amount will be refunded upon departure.

#### Late arrival, early departure

In the absence of a message from the Customer acknowledging receipt, specifying that he has had to postpone the date of his arrival, the pitch or accommodation becomes available 24 hours after the date of arrival provided for in the rental contract, and full payment of the services remains required.

No reduction will be granted in the case of an early departure in rental.

#### Cleanliness of the accommodation

The Customer must return the accommodation in a state of suitable cleanliness. In the event of deterioration of the accommodation by the Customer or failure to comply with anti-smoking rules, HOTEL HORIZON may request financial compensation from the Customer for the damage suffered.

#### Leisure activities

Any free or paying activity mentioned on our website, in an email or offered on site may, under certain circumstances, be modified or cancelled upon your arrival on the site.

#### Minors

Minors unaccompanied by their parents are not accepted on HOTEL HORIZON sites.

#### Animals

**Only one pet is allowed in the chalets**, subject to the payment of a lump sum per day. The Customer must indicate this at the time of booking or upon arrival on site. **Animals are not allowed inside the hotel.** Pets are not allowed to circulate freely and must be kept on a leash. Their reception meets two conditions:

- Valid rabies vaccination
- Identification by tattoo or chip. The Customer must bring the animal's health record and comply with the internal rules of each site.

### RULES

In the case of obvious non-compliance with the hotel's internal regulations, the Director may take sanctions that may go as far as the termination of the contract.

### LOSS, THEFT, DAMAGE

The HOTEL HORIZON declines all responsibility in the event of theft or damage to personal items, in both the accommodation and the common areas. The HOTEL HORIZON cannot be held responsible in case of theft or damage of the personal objects of the Customer except in the case of proven failure of the hotel to meet its contractual obligations. It is also reminded that the car parks are not guarded, and that parking is therefore at the Customer's own risk. The HOTEL HORIZON also declines all responsibility in the event of an incident falling under the civil liability of the Customer.

### PARTIAL INVALIDATION

If one or more stipulations of these general terms and conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.

### NON-WAIVER

The fact for one of the parties not to take advantage of a breach by the other party to any of the obligations referred to in these terms and conditions can not be interpreted for the future as a waiver of the obligation in question.