

Général Terms and Conditions of Sale

Hôtel Madame C – Belle de Nuit
6, rue du Faisan – 67000 Strasbourg – France
SAS immatriculée au RCS de Strasbourg
Email : hello@madamec-strasbourg.fr
Site : [www.madamec-strasbourg.f](http://www.madamec-strasbourg.fr)

PREAMBLE

These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") define the rights and obligations between the customer (hereinafter the "Customer") and Hotel Madame C (hereinafter the "Hotel") in connection with any booking made directly (by telephone, email, or on site) or via the Hotel's official website. All bookings imply the Customer's full and express acceptance of these GTC.

The Service Provider reserves the right to modify the Terms and Conditions, in whole or in part, at any time. In such a case, the new version of the Terms and Conditions will be made available on the Website together with its effective date.

The applicable Terms and Conditions are those in force on the date of the Customer's booking confirmation.

1. SCOPE OF APPLICATION

These GTC apply to all services offered by the Hotel, from the time of booking until the Customer's departure. They prevail over any other document, unless otherwise agreed in writing.

2. LEGAL CAPACITY

The Customer declares that they are booking for personal use and have the legal capacity to enter into a contract. Any fraudulent use of the Hotel's booking services or use contrary to these Terms and Conditions may result in denial of access to the services offered and may give rise to legal action before the competent courts.

3. FORMATION OF THE CONTRACT

The contract is deemed to be concluded once written confirmation has been issued by the Hotel, including a booking number (sent by email, post, or any other medium).

4. BOOKING

The Customer chooses the services offered based on their needs and is solely responsible for their suitability for the intended stay.

A written confirmation summarising the booking (room type, dates, price, included services) will be sent to the Customer.

Bookings of more than five rooms may be subject to specific conditions (deposit, cancellation deadlines, etc.).

5. BOOKING METHODS

Bookings may be made by telephone at +33 (0)3 88 78 85 78, by email at hello@madamec-strasbourg.fr, or online via the official website www.madamec-strasbourg.fr.

A booking number or confirmation document will be provided to the Customer.

6. PRICES

Prices are quoted in euros, inclusive of all taxes (including VAT) but excluding the tourist tax, which is payable on site (unless otherwise stated at the time of booking).

Rates vary depending on the date, room category, and selected services.

- **Flexible rate:** Modifiable/cancellable within the deadlines specified. The total amount of the reservation will be charged. Payment is made at the time of booking.
- **Non-refundable rate:** Full payment is required upon booking. The booking cannot be cancelled or refunded.

7. TERMS OF PAYMENT

At the time of booking, the Customer must provide their credit card details to validate the reservation. Failing this, the reservation will be automatically cancelled.

The Hotel may also request an identity document for the purpose of preventing credit card fraud.

For prepaid preferential rates:

The total price of the stay will be charged to the Customer's credit card upon booking. The Customer expressly acknowledges that this constitutes a prepayment and that their card will be debited before the stay. The booking is only deemed valid after approval by the relevant banking payment centres. In the event of refusal by such centres, the booking will be automatically cancelled.

Payment must be made using one of the accepted credit cards listed on the Website, via a secure web page. Credit card details are encrypted using SSL (Secure Socket Layer) protocol up to 128 bits. The Customer's credit card details will never be transmitted over the Internet unencrypted.

For flexible rates:

No prepayment is required at the time of booking. The Customer's credit card number is needed to validate the booking, but the card will not be charged. Payment for the reservation must be made directly to the Hotel upon check-out.

For non-prepaid online rates:

The Hotel may request a deposit or pre-authorisation on the Customer's credit card upon arrival to guarantee payment for any additional services consumed on site.

Extras payment:

Any extras (bar, telephone, etc.) not explicitly included in the room rate must be settled directly on site at the end of the stay. Failing this, the Customer expressly authorises the Hotel to charge the credit card provided as a guarantee for payment of said extras.

8. MODIFICATION OR CANCELLATION

In accordance with Article L.121-20-4 of the French Consumer Code, the Customer is reminded that they do not have the right of withdrawal provided for in Article L.121-20 of the same Code.

All requests must be made in writing (by email).

FLEXIBLE CONDITIONS:

- Free cancellation up to 48 hours before arrival.
- Late cancellation or no-show: full stay will be charged.

NON-REFUNDABLE CONDITIONS:

- Full amount charged, non-refundable.

9. STAY AT THE HOTEL

The reception desk is open 24 hours a day.

Unless otherwise stated, the Customer may check in from 3 p.m. on the first day of their booking and must vacate the room by 12 p.m. on the day of departure. Failure to do so may result in an additional night being charged.

The Customer agrees to use the room and common areas in a responsible manner. Any behaviour contrary to safety and hygiene regulations, public decency, or public order may lead the Hotel to ask the Customer to leave immediately, without refund or compensation.

Any damage caused by the Customer to the reserved room may be charged directly to them. A penalty up to the nightly room rate may also apply if the Customer disregards the no-smoking policy displayed in the room.

In the event of smoking in a non-smoking room, and in accordance with Article L.3511-7 of the French Public Health Code, the Customer will be required to pay a cleaning fee of €120.

If the room cannot be re-let immediately due to tobacco odour, an additional night will be charged. In case of refusal to pay these fees, the Hotel reserves the right to contact law enforcement. The Customer may also be fined €68 under Article R.3512-1 of the Public Health Code.

This policy is implemented to offset revenue losses and maintain a healthy environment for future guests.

The Customer also agrees not to use the Hotel's IT resources (including Wi-Fi) to reproduce, distribute, or communicate any copyrighted or protected material (texts, images, photographs, music, videos, software, video games, etc.) without the necessary authorisation from the rights holders, in accordance with the French Intellectual Property Code.

10. LIABILITY

The Hotel cannot be held responsible for damages related to Internet use (interruption, viruses, etc.). Photos and descriptions on the Website are non-contractual.

The Hotel's liability shall only be incurred in the event of proven fault.

In accordance with intellectual property laws, any use or reproduction, in whole or in part, of elements featured on the Hotel's Website is strictly prohibited.

11. PERSONAL DATA

Data collected is necessary for the management of reservations and may also be used for commercial purposes. The Customer has the right to access, rectify, or delete their personal data by emailing hello@madamec-strasbourg.fr or by post to:

Hôtel Madame C

10 Rue des Sœurs
67000 Strasbourg – France

The Customer is also informed, pursuant to Article L.223-2 of the French Consumer Code, of their right to register on the national “do not call” list to oppose telephone solicitation.

12. COOKIES

The Website uses cookies. A cookie is a small data file stored on the Customer’s computer hard drive, designed to record a previous visit to the Hotel’s Website.

Cookies are used solely to personalise the services offered to the Customer.

The Customer may refuse cookies by adjusting their browser settings. However, doing so may prevent personalisation of the services provided by the Hotel via its Website.

13. DISPUTES – MEDIATION

These GTC are governed by French law.

In case of dispute, the competent court will be that of **Strasbourg**.

The Customer may also refer the matter free of charge to the **Tourism and Travel Mediator** (www.mtv.travel) or to the **European Online Dispute Resolution platform (ODR)**:

<https://ec.europa.eu/consumers/odr>

14. IMAGE RIGHTS, FILMING AND USE OF PHOTOGRAPHS

The Customer acknowledges that the Hotel, its premises (interior, exterior, common areas, restaurant, rooms) constitute the intellectual property and brand image of the establishment.

Accordingly, any photography, video recording, or visual capture for commercial purposes (promotion, advertising, professional social networks, brochures, third-party websites, booking platforms, etc.) is strictly prohibited without the Hotel’s prior written consent.

However, during a booked stay, the Customer is permitted to take photographs or videos for strictly personal use, provided this does not infringe upon the privacy of other guests, copyright or neighbouring rights, or the Hotel’s legitimate interests (security, reputation, confidentiality).

Such private use does not confer any right to commercial distribution.

Any request for commercial photography or filming must be made in writing to the Hotel (via email). The Hotel reserves the right to approve or refuse such requests and may impose specific conditions (duration, permitted areas, usage rights, compensation).

This authorisation may be withdrawn at any time by the Hotel. In the event of non-compliance, the Hotel reserves the right to demand immediate deletion of the images, initiate legal action for breach of image rights, infringement of intellectual property rights, or harm to its brand image, and to claim damages.

The Customer remains subject to the legal provisions relating to image rights and intellectual property (Civil Code and Intellectual Property Code).

If the Customer photographs an identifiable person (other guest, employee, or third party), they must obtain that person’s consent prior to any public dissemination.

Failure to comply with this clause may result in expulsion from the establishment without compensation, deletion of the relevant images, or any other appropriate legal measure.

Total Cancellation	
Date of Cancellation	Percentage of Total Quotation Amount
Between signature and 2 months before the event	No charge
Between 2 months and 1 month before the event	30%
Between 1 month and 15 days before the event	50%
Between 15 days and 7 days before the event	70%
Between 7 days before the event and the event day	100%

Partial Cancellation	
Number of Days Before the Event	Reduction of Bookings Without Charge
60 to 30 days before the event*	40% of the initially expected revenue
30 to 15 days before the event*	30% of the initially expected revenue
15 to 7 days before the event*	15% of the initially expected revenue
7 to 0 days before the event*	0% of the initially expected revenue

Billing will be based on the minimum number of participants communicated 7 days prior to the event.

*Not cumulative.

The above rates apply exclusively to the dates and quantities specified for the mentioned event.

Payment Schedule

- 50% of the total amount including VAT is due upon signature of this contract.
- The remaining balance must be paid within 30 calendar days from the date of issue of the final invoice.

Safety

The client agrees to report any damage to equipment or furniture caused by their guests or service providers during the event.

The establishment declines all responsibility in the event of loss, theft, or damage to personal belongings, which remain under the sole responsibility of their owner.

Arrival

The availability of the table is not guaranteed before the communicated arrival time ($\pm$ 15 minutes).

Special Diets

Special dietary requirements must be communicated no later than 15 days before the event.

→ If more than three different special diets are requested (Vegetarian, Gluten-free, Lactose-free), a supplement of €5 per participant will be added to the total amount.

→ If special diets are added less than 15 days before the event, a supplement of €5 per participant will be added to the total amount.

End of the Event

The last round of drinks will be served up to 45 minutes before the establishment's closing time.

Projection (in case of partial or full privatization)

If the client wishes to project a file (logo, photo, etc.), it must be provided no later than 72 hours before the event.

Sound System

(In case of privatization of a defined space validated by the commercial and operations departments.)

Any musical entertainment (DJ, etc.) must not exceed 85 decibels.

Outside Food

The establishment does not allow the introduction of external food and/or beverages by clients.

External Service Providers

All external service providers must contact our sales department in advance to arrange a technical visit of the venue.

The client agrees to provide the provider's contact details, as well as delivery and pick-up times, no later than 30 days before the event.

If the client commits to a provider without prior validation—particularly concerning sound, lighting, or use of spaces—the establishment cannot be held responsible in case of refusal of installation, technical incompatibility, or any logistical issue.

By signing this contract, the client confirms the booking and acknowledges having read and accepted all the conditions defined above.