

THE STUDENT HOTEL

TERMS AND CONDITIONS

ENJOY THE MOMENT, LIVE NOW, BE HAPPY AND SMILE

At The Student Hotel we meet so many different people from around the world and we, as The Student Hotel, try our best to be happy all the time. We would appreciate it if you also spend a moment to focus on the now, enjoy the moment and be happy. Hopefully this will not only lead to a happier (student) hotel, but to a more peaceful and smiley world. Enjoy your time at The Student Hotel!

The booking of a Hotel Stay implies the acceptance of these Terms and Conditions.

DEFINITIONS (1)

In this document the following terms shall have the meaning as described below:

1.1 The Student Hotel Locations

The location of The Student Hotel Paris.

1.2 TSH France

The French entity that enters into the Hotel Agreement (as defined below), i.e. TSH Paris La Défense OpCo Sarl.

1.3 Contracting Party

The person or legal entity that enters into the Hotel Agreement (as defined below) with TSH France. The contracting party shall also be understood as the party that, according to a separate contract, these terms and conditions ('**Terms and Conditions**'), or under statutory law, is legally and/or financially liable for Guests (as defined below) and will undertake all the obligations deriving from the Hotel Agreement (as defined below).

1.4 Guest

The guest is the person who enjoys the use of the hotel services. In many cases he/she will be the same person as the Contracting Party except when the Hotel Booking (as defined below) is made on behalf of the guest.

1.5 Hotel Agreement

The French Booking Details (as defined below), these Terms and Conditions, including the House Rules (see clause 7.1) and any additional agreement(s) entered into between TSH France and the Contracting Party for the performance of hotel services which include both the provision of a hotel room and other hotel services such as cleaning services, supply of linen, 24 hours per day reception desk and, if applicable, breakfast.

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1.6 French Booking Details

The booking details of France specify the type of booking (e.g. Hotel Stay, Short Stay, Group Booking) and the details for the performance of hotel services such as the start date ('**Check-In Date**') and the end date ('**Check-Out Date**') of the Hotel Booking, the room type, the room rate, including taxes and the personal details of the Contracting Party and of the Guest.

1.7 Hotel Stay

A Hotel Booking (as defined below) that is available for one (1) night up to twelve (12) months.

1.8 Short Stay

A Hotel Booking (as defined below) that is available between fourteen (14) nights and twelve (12) months.

1.9 Group Booking

A booking that applies to a reservation of ten (10) or more rooms.

1.10 Minimum Age

The minimum age for a Contracting Party to make a Hotel Booking (as defined below) is eighteen (18) years. Guests younger than the age of eighteen (18) need the Hotel Booking (as defined below) made by their parents or legal representatives. Guests younger than the age of eighteen (18) can stay in The Student Hotel Location only if accompanied by a parent/legal representative or by another adult provided that, in the latter case, they deliver TSH France a written permission by their parents or legal representative for the stay with the relevant adult.

1.11 Hotel Booking

A reservation made by the Contracting Party.

1.12 Hotel Fee

The fee to be paid by the Contracting Party based on the Hotel Agreement.

BOOKING PROCESS (2)

2.1 The Hotel Booking can be made online on the available websites or directly with the reservations department of TSH France (e.g. by telephone). The Hotel Agreement is entered into by TSH France's acceptance of the Contracting Party's offer, regardless of whether the Contracting Party makes this offer on the website or via email, telephone or any other means of communication. In case of an oral agreement between TSH France and the Contracting Party such as in case of booking via telephone, TSH France will issue a written confirmation.

2.2 By making the Hotel Booking the Contracting Party undertakes to fulfill and comply with these Terms and Conditions and the House Rules and ensures that the Guest adheres to the Terms and Conditions and the House Rules.

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GROUP BOOKING (3)

3.1. Reservations of ten (10) or more rooms qualify as Group Bookings.

3.2. For Group Bookings a separate contract regarding the requested hotel services will be sent to the Contracting Party together with the email confirming the Group Booking (or as the case may be other written confirmation). The terms and conditions of the separate contract that have been provided with the email confirming the Group Booking apply to that specific Group Booking.

CHECK-IN PROCEDURE (4)

ALL TYPES OF STAY

4.1 Unless agreed otherwise by e-mail, TSH France will make the hotel room available to the Guest at three (3) p.m. ('**Check-In Time**') on the Check-In Date.

4.2 Only the Contracting Party and/or the Guest is permitted to make use of the hotel room.

CHECK-OUT PROCEDURE (5)

ALL TYPES OF STAY

5.1 The check-out time for the Guest is at twelve (12) p.m. ('**Check-Out Time**').

PAYMENTS (6)

HOTEL STAY

6.1 Payments must be made using either a Credit Card or, if offered as payment method, Debit Card.

6.2 In case of a non-refundable Hotel Booking the entire amount of the Hotel Fee shall be paid at the moment of making the Hotel Booking.

6.3 In case of a refundable Hotel Booking the Hotel Fee shall be paid at the latest the night before the Check-In Date.

SHORT STAY

6.4 Payments must be made using either a Credit Card or, if offered as payment method, Debit Card.

6.5 In case of a non-refundable Hotel Booking the entire amount of the Hotel Fee shall be paid at the moment of making the Hotel Booking.

6.6 In case of a refundable Hotel Booking the Hotel Fee shall be paid at the latest fourteen (14) days before the Check-In Date.

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HOUSE RULES (7)

7.1 TSH France has a set of house rules to preserve order, peace and quietness in the hotel (the 'House Rules'). The House Rules are available at www.thestudenthotel.com and a copy can be requested at the reception of the hotel. All Guests can download the House Rules via the TSH website.

7.2 Check-in is made conditional upon Guests agreeing to comply with the House Rules. Any Guest who refuses to sign the House Rules will be refused access to the Hotel.

7.3 If the Guest or someone accompanying him/her violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of TSH France are jeopardized, the Guest and anyone accompanying him/her must leave the hotel upon request TSH may also be entitled to terminate the Hotel Agreement in accordance with clause 10.

MAXIMUM LENGTH OF STAY (8)

8.1 TSH France does not offer permanent accommodation. TSH France offers a maximum length of stay of twelve (12) months. If a Guest has stayed in the hotel for twelve (12) months, he/she will be entitled to return to the hotel only after the expiry of a period of twelve (12) months following the Check-Out Date.

8.2 The Guest undertakes not to use the room as a main residence and not to concentrate in these premises the center of its personal or professional activities and/or interests.

GUESTS RIGHTS TO WITHDRAW / NO SHOW (9)

9.1 The Contracting Party has the right to withdraw from the Hotel Agreement prior to its commencement (i.e. the Check-In Date) only in accordance with this clause 9.

HOTEL STAY AND SHORT STAY

9.2 In the event of a refundable Hotel Booking (as indicated when making a booking), the Contracting Party is entitled to withdraw from the Hotel Agreement until three (3) p.m. on the day before the Check-In Date, without any charge and any amount being paid will be refunded to the Contracting Party. The right to withdraw from the Hotel Agreement lapses if the Contracting Party does not withdraw from the Hotel Agreement until three (3) p.m. on the day before the Check-In Date by written declaration (email to reservations@thestudenthotel.com shall be sufficient).

9.3 In accordance with article L. 221-28, 12° of the French consumer code, in the event of a non-refundable Hotel Booking (as indicated when making a booking), a withdrawal from the Hotel Agreement by the Contracting Party requires the prior written consent of TSH France, unless the Contracting Party has a mandatory statutory right to withdraw from the Hotel Agreement.

9.4 If the Contracting Party has not (duly and effectively) withdrawn from the Hotel Agreement, whether on a statutory or Contracting basis, and the services under the Hotel Agreement are not used by the Guest (in particular in case of a no show), TSH France is entitled to receive or keep the agreed Hotel Fee. However, TSH France shall take into account the amounts received due to using the room otherwise as well as spared expenses. If the room is not occupied otherwise, TSH France may

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apply a lump sum deduction for spared expenses. In this case, the Contracting Party shall be under the obligation to pay 90% of the agreed Hotel Fee for a stay with or without breakfast. The Contracting Party has the right to prove that this claim does not exist at all or is lower than these lump sum amounts.

TERMINATION RIGHTS (10)

10.1 After the Check-In Date, the Contracting Party and TSH France may only terminate the Hotel Agreement in accordance with the provisions of these Terms and Conditions. Unless expressly agreed otherwise, or subject to article 10.2, neither party is entitled to terminate the Hotel Agreement prior to the expiry of its respective fixed term.

10.2 Subject to TSH France's prior written consent - which may be granted in TSH France's sole discretion - the Contracting Party may terminate the Hotel Agreement prior to its regular expiry.

10.3 TSH France has the right to terminate (or withdraw from) the Hotel Agreement, in particular in case of particularly significant violations of provisions set out in these Terms and Conditions and/or House Rules, such as: default with payments and criminal acts.

10.4 If the Contracting Party or the Guest continues his/her stay beyond the term of the Hotel Agreement, this shall not be deemed an implied prolongation of the Hotel Agreement.

10.5 In the event that the Hotel Agreement is terminated extraordinarily for reasons for which the Contracting Party is responsible, the Contracting Party shall be liable for any and all damages resulting from the extraordinary termination.

10.6 For the avoidance of doubt, the statutory rights to terminate the Hotel Agreement extraordinarily shall remain unaffected for the Contracting Party.

LIABILITY OF THE CONTRACTING PARTY AND OF THE GUEST (11)

11.1 Contracting Party shall be liable according to the provisions of any applicable law and regulation. In particular in case the Contracting Party is a legal entity, including universities and similar institutions, it is liable for damages culpably caused to TSH France by the Guest also without separate contract.

LIMITATION OF LIABILITY (12)

12.1 Unless otherwise set forth in these Terms and Conditions, TSH France may be liable according to the applicable provisions of statutory law.

12.2 TSH France shall only be liable for damages, regardless of the legal basis, caused by willful intent (including maliciously concealing a defect) or gross negligence. TSH France may be liable for simple negligence in case of damages arising from the breach of a material Contracting obligation (i.e. an obligation which is essential for the due performance of the contract and compliance with which the other party regularly expects and may expect) whereas, in this case, TSH France's liability shall be limited to typical damages which it could have foreseen as a possible consequence of such breach at the time of entering into the contract.

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12.3 The limitations of liability pursuant to clause 12.2 above do not apply (i) in case of damages to life, body or health, and/or (ii) if and to the extent TSH France has maliciously deceived a defect, and/or (iii) if and to the extent TSH France has assumed a guaranty for the quality of goods or services.

12.4 For personal effects which the Guest brings into the hotel and entrusts the hotel with, TSH France shall be liable according to the provisions of Article 1952 of the French civil code. For personal effects which the Guest brings into the hotel but does not entrust the hotel with, the damages due to the Guest are limited in accordance with article 1953 of the French civil code to the equivalent of one-hundred times the price of rental of lodging per day, except when the Contracting Party proves that the damage suffered results from a fault of TSH France.

12.5 If TSH France provides a parking space in a hotel garage or hotel parking area, this shall not be considered to establish a contract for custody. In case of loss or damages to cars (including the things in the cars) which are parked on premises of the hotel, clauses 12.2 and 12.3 shall apply *mutatis mutandis* with respect to the liability of TSH France. However, in accordance with article 1954 of the French civil code, TSH France will be responsible for the items left in vehicles parked in areas over which they have private enjoyment up to the amount of fifty times the price of rental of lodging per day.

COMPLAINTS (13)

13.1 A complaint filed with TSH France regarding the performance of the Hotel Agreement must be made in writing by the Contracting Party and/or the Guest and must be submitted immediately after discovering the failure to perform for which The Student Hotel might be liable. Complaints should be sent in writing to: complaints@thestudenthotel.com.

13.2 In case of defects, the provisions of applicable statutory law apply subject to the limitation of liability set forth in clause 12 above.

FORCE MAJEURE (14)

14.1 The term force majeure will include the following circumstances: epidemic disease, war, threat of war, civil unrest, labor strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by the government or general outages of gas, electricity, water or internet which make the performance of the Hotel Agreement impossible for TSH France ('**Force Majeure**').

14.2 In the case of Force Majeure, TSH France is entitled to either suspend performance of the Hotel Agreement or terminate the Hotel Agreement, provided that TSH France has not culpably caused any of the circumstances resulting in a Force Majeure event. In that case, TSH France cannot be held liable for damages suffered as a result of the Force Majeure event.

FOUND PROPERTY (15)

15.1 All found property/goods shall be handed over to the reception desk of the hotel.

15.2 The Contracting Party shall bear the risk and expense of the shipping of any property lost by the Guest or their guest(s).

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CHANGE OF ROOMS / SUBLETTING (16)

16.1 TSH France is at all times entitled to transfer a Guest to a different room of a similar type for operational reasons.

16.2 It is prohibited to let/sublet any type of hotel room (including via Airbnb, Wimdu, etc.).

CHANGE OF TERMS AND CONDITIONS (17)

17.1 TSH France reserves the right to change, modify or revoke any provision of Hotel Agreement, these Terms and Conditions and House Rules with prior consent of the Contracting Party. Changes will become binding within twenty-four (24) hours after the Contracting Party has provided consent by email.

17.2 All information is correct at the time of this publication. The latest version is always available at reception of the hotel and is published on the website www.thestudenthotel.com.

ENTERING ROOMS (18)

18.1 Unless the Contracting Party or the Guest objects or clearly indicates its objection, TSH France personnel will enter the room every second day for cleaning purposes while the Guest is not present.

18.2 TSH France needs to enter a room for legal reasons (particularly health related regulation) if the room stays vacant for a longer period. The Contracting Party hereby agrees that TSH France may enter the room for these purposes without the Guest being present and without prior notice. Therefore, the Contracting Party must inform, or procure that the Guest informs, TSH France of any period during which a room will stay vacant for a period of five (5) days or more.

18.3 Besides clauses 18.1 and 18.2, staff of TSH France, upon reasonable prior notice to the Guest, has the right to enter the room of a Guest in his/her presence for maintenance, security, and other legitimate reasons, including reasonable inspections. In case of imminent danger, TSH France always has the right to enter a room without prior notice and without the Guest being present.

APPLICABLE LAW AND VENUE (19)

The Hotel Agreement, including the French Booking Details, these Terms and Conditions, the House Rules as well as any additional agreement(s) entered into between TSH France and the Contracting Party for the performance of hotel services shall be governed by the laws of France.

ONLINE DISPUTE RESOLUTION (20)

As a company which offers to enter into a Hotel Agreement via the Internet, TSH France is under a statutory obligation to inform you as consumer about the existence of the platform for online dispute resolution provided by the EU Commission. The platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. However, TSH France does not participate in a proceeding before a consumer dispute resolution body.