

HOTEL BARRIERE FOUQUET'S NEW YORK RULES & REGULATIONS

GENERAL RULES

Clients accept and undertake to comply with these rules and regulations in the Hotel Barriere Fouquet's NY (the "Hotel"), the provisions of which apply to both the Client themselves and any related guests.

DECENCY

The Hotel reserves the right to refuse service to Clients in indecent or inappropriate attire, Clients with a noisy or disruptive demeanor, Clients under the influence of alcohol, and/or Clients whose behavior or conduct are contrary to public decency and order. Proper attire is required in the Hotel's restaurants and public spaces. Clients are requested to remain courteous and respectful in their dealings with Hotel staff. Clients undertake to abstain from any verbal or physical violence, sexual, racist, semitic, homophobic speech and conduct, and any form of harassment and intimidation.

ARRIVALS

All Clients staying overnight at the establishment are required to show valid proof of identity at check-in. Failing this, the hotelier may refuse to rent a room to him and / or cancel the reservation that he has made. Clients who have booked via an agency must provide proof of their booking. The Hotel will require a flat-rate guarantee per night stayed in order to cover any extras.

ROOM OCCUPANCY

All bookings are made under the Client's name and can under no circumstances be transferred to a third party, whether free of charge or for a fee. Any booking made for a third party must be made under the occupant's name. Clients cannot admit unknown third parties into their room, unless authorized to do so by the Hotel . All luggage left in a room where the booking has not been extended after noon shall be removed from the room. Clients may then collect their luggage from the Hotel Reception. Hotel housekeeping staff must have access to the rooms at least once a day in order to be able to carry out cleaning, unless expressly requested not to do so by the Client. In accordance with fire safety regulations, Clients cannot book a room for more guests than are stated on the room details and / or have the room occupied by more people than the number for which it is intended.

ACCESS BADGES & KEYS

Magnetic room card key(s) are assigned to each individual. In the event of loss or theft, Clients must inform the Hotel immediately at Reception. Identity checks will be automatically carried out in the event that a new key card is required. Clients must never give their room card to a third party and must return their card on the day of their departure. Clients must take care to ensure their room door is securely closed behind them before leaving their room or going to bed. Clients undertake not to bring any unregistered guest into the Hotel, notably via concealed entrances (garage access, night door, etc.), without the Hotel's agreement. Any person entering the Hotel is required to introduce themselves at Reception. Clients undertake not to exceed the originally stated number of guests in their room.

LIABILITY

Clients accept and undertake to use their room and the shared spaces available in a reasonable fashion. Any conduct that is contrary to health and/or safety, public decency and/or order may lead to the Hotel asking the Client to leave the Hotel. Parents are solely responsible for their children. Any damage or nuisance caused, whether voluntarily or involuntarily, must be repaired by the person who booked the room, unless an external cause is identified. Clients have access to safes in their rooms. The Hotel declines all responsibility for personal items that are not placed in the safes. Clients are solely responsible for monitoring any luggage they leave in public spaces. The Hotel staff cannot be held responsible for letters and parcels sent to Clients at the Hotel during their stay. Clients must take measures to collect any post directly.

PAYMENT

Clients are required to pay their invoice for room occupancy and any extra expenses within the time-frame set by the Hotel and at the very latest upon checking out.

PROHIBITED CONDUCT

For health and safety reasons, and to ensure comfort for all our guests, smoking is strictly prohibited inside the Hotel. Any penalty assessed by a governmental authority due to Clients' or Clients' guest' smoking will be payable by Clients. For obvious security reasons, gas and electrical devices such as camping stoves and electric hobs may not be used in the rooms. The equipment made available to Clients in the rooms must be used in accordance with their intended purposes. It is strictly prohibited to bring illegal and/or dangerous substances and objects into the rooms and all parts of the Hotel, in addition to all objects or toys resembling firearms, and all objects and toys that may disturb other guests (megaphones, horns, etc.). It is prohibited to run, skate (rollerskates, scooters, etc.) or shout in the Hotel, both during the day and at night. It is prohibited to hang laundry out to dry from the windows, to throw items out of the windows, and in general to behave in a manner that may cause any kind of harm to Hotel guests, Hotel staff and / or the reputation of the Hotel. Photographing the Hotel's other occupants is prohibited, unless the parties in question grant their express approval. If the Hotel deems it necessary, the Hotel may remove all alcoholic drinks from the mini-bar, notably if the Client is found to be

causing disturbance or is found in an intoxicated state in the Hotel's public spaces. Consuming alcohol in hotel spaces that are not licensed by the State of New York to serve alcohol, e.g., a restaurant, is prohibited.

PETS & ANIMALS

Except as to “service animals” (a dog that has been individually trained to do work or perform tasks for an individual with a disability which are directly related to the person's disability) cats and dogs are welcome provided they are kept on a lead or carrying case in all communal areas of the Hotel, it being understood that the Hotel reserves the right to refuse access to all types of pets and animals in the event of a security threat to other occupants’ safety, with the determination of threat remaining at the Hotel's discretion. For hygiene reasons, animals other than bona fide service are not permitted in the restaurant areas. In order to safeguard peace of mind for all guests, animals must not be left alone without surveillance. Additional charges may apply.

DAMAGE

Any damage caused in the room or in the various spaces occupied during the stay may be directly charged to the Client.

DISTURBANCE

To ensure peace and quiet for other guests, the guest and his companions are asked not to slam doors or make noise, in particular, between 10pm and 8am. Any noise caused by a Client’s behavior, one of his or her companions or an animal under Client’s responsibility may result in the Hotel asking the Client to leave the Hotel, the level of a disturbing noise being at the Hotel t’s discretion. Any compensation offered to a third party as a result of noise caused by the Client shall be billed to the Client. A Hotel room is a place of peace and rest. Trade or business dealings are allowed upon prior authorization of the Hotel management and shall comply with laws and regulations applicable. Cooking is not permitted in the rooms.

SAFETY & SECURITY

For your safety, this Hotel is fitted with video surveillance. Clients are required to comply with damage and accident safety and security guidelines and instructions, or those laid out in the legislation in force.

PENALTIES

Should any provision of these rules and regulations be breached, the Hotel reserves the right to immediately remove the Client and any guests under Client’s responsibility. The Hotel may also

bar the Client from making any future reservations, both in the Hotel in question and all hotels operated by a company belonging to, or affiliated with, the Barrière Group. Clients are reminded that they may contact the Consumer Ombudsman should they wish to contest the Hotel's decision by writing to Médiation Tourisme et Voyage BP80303, 75823 Paris Cedex 17 – infoamtv.travel – www.mtv.travel. Clients are required to reimburse the hotel for any damage caused as a result of breaching these rules and regulations.