

# LUX\* Resorts & Hotels Terms & Conditions

This document outlines the terms and conditions governing the use of LUX\* Resorts & Hotels services and affiliated websites.

LUX\* Resorts & Hotels and its management company LUX\* Hospitality Ltd, a wholly-owned subsidiary of Lux Island Resorts Ltd, its subsidiaries, affiliates and related entities ("LUX", "we", "our" or "us") provides various websites available to visitors located throughout the world, namely [www.luxresorts.com](http://www.luxresorts.com), [www.tamassaresort.com](http://www.tamassaresort.com), [www.hotellerecif.com](http://www.hotellerecif.com), [www.mervillebeach.com](http://www.mervillebeach.com) and [www.iledesdeuxcocos.com](http://www.iledesdeuxcocos.com). The sites enable users to reserve rooms, flights and related services in different hotels managed by LUX.

By using our Sites you are accepting all the terms and conditions set forth below. These materials are provided by LUX as a service to its customers and may be used for information purposes only.

## Trademarks Notice

This Website contains the LUX \* Resorts & Hotels trademarks to distinguish its services and wares. These trademarks and related proprietary property are protected from copying and simulation under national and international laws and may not be reproduced, copied or otherwise used without the express prior written permission of LUX. Other trademarks not owned by LUX and referenced on this Website are the property of their respective owners.

## Copyright Notice

The information, text, graphics, images, sounds, links and all other software and information published or otherwise contained on this site (the "Contents") are owned by, or licensed to, LUX and, except as specifically provided herein, may not be copied, distributed, displayed, reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of LUX.

## Communications

With respect to all communications made to LUX including, without limitation, feedback, questions, comments and suggestions ("Communications"):

- (a) no right of confidentiality shall apply to Communications and LUX shall have no obligation to protect Communications from disclosure;
- (b) LUX shall be free to reproduce, use, disclose and distribute Communications to others but will do so according to its [Global Privacy Charter](#); and
- (c) LUX shall be free to use any ideas, concepts, know-how or techniques contained in Communications for any purpose whatsoever, including, without limitation, the development, production and marketing of products and services that incorporate such information.

Please use email only to send us non-confidential notes. Do not include confidential personal or private information. Please do not use email to send us transaction instructions. Customers who choose to send email messages to LUX that contain confidential, private or personal information do so entirely at their own risk.

## Reservations

Any reservation made via the websites or mobile websites implies consultation and full and unreserved acceptance of these terms and conditions and the reservation conditions for the reserved rate or package.

You shall make only legitimate reservations in good faith for use only by you and/or your invited guests and/or others on whose behalf you are authorised to act, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations, or any reservations in anticipation of demand.

We reserve the right to cancel or modify reservations in our sole discretion for any reasons, including where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error, even if such mistake or error is ours.

You are solely responsible for the choice of services and their suitability, such that LUX shall not be held responsible in this respect. The reservation is deemed accepted by you at the end of the reservation process.

For reservations concerning business groups, meetings, seminars etc., (more than 7 rooms) plus the corresponding flights and extra services please contact our Reservations Department.

### **Scope of application**

These terms and conditions define the rights and obligations of the parties under the scope of the online reservation of services offered by LUX on its websites.

They govern all the steps required for reservation and post-reservation between the contractual parties.

### **Validity**

These terms and conditions of sale apply for the entire length of time that LUX services are available on its websites. LUX reserves the right, without notice or indemnity, to temporarily or permanently shut down its websites or its online reservation pages. LUX is not responsible for damages of any nature that may result from these changes and/ or from the temporary unavailability or indeed permanent shutdown of all or part of the site or its associated services.

### **Stay at the hotel**

The customer agrees and undertakes to use the room responsibly. Any behaviour contrary to good morals and public order will therefore result in the hotelier asking the customer to leave the establishment without any compensation and/or without any reimbursement.

Hotels offer free WIFI access, allowing customers to connect to the Internet. The Customer shall ensure that all digital resources provided by the Hotel are in no way used for the purposes of reproduction or representation, and that all works and materials protected by copyright or related rights, such as texts, images, photographs, musical and audio-visual works, software and video games, shall not be made available or communicated to the public without the express authorization of the copyright holders, as stated in the Acts and Regulations currently in force in the country of operation.

### **Limitation of liability**

To the maximum extent permitted by applicable law, our sites and information are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. We make no warranties or any guarantee or assurance that our sites and/ or information will be available, adequate, accurate, uninterrupted, complete, up to date or error free. We are neither responsible nor liable for any malicious or unauthorised code and you are solely responsible for ensuring you have appropriate scanning and protective mechanisms for the security of your devices, programs and information. By using any of our sites and/ or information, you are assuming all risk of loss that may arise or be associated with that use.

To the maximum extent permitted by applicable law, we, other members of our group of companies and third parties connected to us hereby expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Sites or in connection with the use, inability to use, or results of the use of our Sites, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Access to our Sites are permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Sites without notice and we will not be liable if for any reason our Sites are unavailable at any time or for any period.

You shall defend us against any demands, claims or actions brought against us or arising as a result of any breach or violation of these Terms & Conditions by you ("Claim") and you shall indemnify and hold us harmless from and against any and all losses, damages, costs and expenses (including attorneys' fees) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us in the defense of any such Claim, at our request.

## **Pricing**

We adopt dynamic pricing and the price of our rooms, products and services fluctuates based on demand and other factors. Before confirming a reservation or purchase, we will provide you with a total price for the requested number of rooms and nights, together with the charges for any additional products or services you may have added. Depending on the room rate selected, payment may be due at the time the reservation is made through our site, or at a later date, such as upon check-in at the relevant hotel.

The price you pay is the price quoted to you at the time you make your reservation or purchase, except that if Value Added Taxes or other government taxes or surcharges are included within the price and change between the date of your reservation or purchase and the date of your stay, we will adjust the rate that you pay unless you have already paid for the reservation, product or service in full before the change takes effect.

Unless otherwise indicated, meals and other extras are not included in the room price but you may be able to add them to your reservation during the booking process or they may be available to you during your stay. Also, the prices quoted do not include passport or visa handling, travel insurance, airport and port taxes, gratuities or other similar charges unless otherwise stated.

You may pay using any one of the currencies supported by our site. The applicable exchange rates of the supported currencies shall be determined at our sole discretion, or by our payment processing provider, as the case may be. We shall not be liable for any exchange rate losses incurred by you as a result of any credit card or other transactions effected over our site.

## **Payment**

For the purpose of payment processing for goods and/ or services purchased on this website, LUX Island Resorts Ltd is domiciled at 32 Rue de Mogador, 75009 Paris, France (identification number BRN 425 087 574 R.C.S. Paris). LUX has chosen Adyen as Payment Service Provider to secure card payments online.

We require customers to provide their bank details as a guarantee of the reservation, except for special conditions or rates, using a credit card or debit card, indicating directly in the area provided for this purpose

(secure entry by SSL encryption) the card number without spaces, its expiry date and the card security code, as prepayment via the Adyen payment platform. Alternative payment methods (such as PayPal, bank transfers, direct debit) may also be permitted to prepay via the Adyen payment platform.

In the event of a no-show or a last minute cancellation, the cost of the complete stay will be debited as a fixed indemnity from the payment method specified by the customer in the reservation guarantee.

If the customer wishes to reserve multiple rooms or package elements, but prepayment is only required for one of these rooms or elements, for example, the payment method used on the Adyen platform enables the room or element in question to be prepaid while the specified payment method acts as a guarantee for the other rooms and elements.

### **Agreement on evidence**

The specification of necessary bank details and the acceptance of these terms and conditions and the reservation form or reservation request constitute an electronic signature equivalent in value to a physical signature between the parties.

The computerised records retained in LUX information systems shall be retained under reasonable levels of security and considered as proof of communication, orders and payments between the parties.

The customer is hereby informed that his IP address is recorded at the time of reservation.

### **Relocation/ rebooking**

In the event of unavailability of the chosen hotel, or in a case of force majeure, the hotel reserves the possibility of fully or partially relocating the customer to an equivalent category hotel for the same type of services, with all costs involved in the transfer being payable by the chosen hotel. No additional compensation will be paid. In case of airline seats not being available as booked, it is the responsibility of the airline to rebook the customer. For any other package elements, LUX will work with the provider of the service to find a mutually agreeable alternative.

### **Force majeure**

LUX cannot be held liable with respect to the customer for failure to execute its obligations resulting from an event of force majeure.

Cases of force majeure shall be construed as meaning any event of natural disasters, adverse weather conditions, risks of natural hazards (such as approaching hurricanes or other storms, fire, flood, drought, war, warlike commotion, political unrests, boycotts, riots or civil commotions, terrorist attack or threats, strikes, epidemics, outbreaks of illnesses epidemics or pandemics, governmental measures, industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, or any other events which make it impossible for clients to travel to the destination where the hotel is located.

### **Applicable law**

Except to the extent that applicable law in your country of residence requires application of another law and/ or jurisdiction and provides that such application of another law and/ or jurisdiction cannot be waived or altered by contract, these Terms & Conditions shall be governed by and construed in accordance with the laws of Mauritius, without giving effect to any principles of conflicts of law.

Except as otherwise provided herein, if any provision of these Terms & Conditions is found by a court to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.

These Terms & Conditions and the [LUX Global Privacy Charter](#) constitute the entire agreement between us relating to the subject matter herein and shall not be modified except as otherwise set forth herein. You

also may be subject to additional terms and conditions that may apply when you purchase goods and services from third party providers.

### **Updates**

We may modify these Terms & Conditions from time to time. Consequently, we recommend that you consult them regularly, particularly when making a reservation at one of our hotels.

Any notices or other communications provided by us under these Terms & Conditions, including those regarding modifications, will be given: (i) via email; or (ii) by posting to the websites. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### **CONTACT INFORMATION**

If you have any questions about these Terms & Conditions, please contact us at:

LUX\* Resorts & Hotels  
Reservations Department  
58 Pierre Simonet Street  
Floreal  
Mauritius