

STANDARD TERMS AND CONDITIONS OF SALE OF RELAIS & CHÂTEAUX RESERVATIONS AS AT 01/11/03

The Relais & Châteaux Gift Certificates in Euro and the Special Lys Offers, hereinafter referred to as "Relais & Châteaux Lys Offers and Gift Certificates", are sold through Relais & Châteaux Réservations (RCR), a French SAS with a capital of Euro 152,449, which acts as a travel agent under licence no. LI 075.95.01.26 and whose registered office is at 33, boulevard Malesherbes - 75008 Paris (France) Commercial Register RCS Paris B 402 003 404 Tel : 0 825 825 180 Fax : (0033) 1.44. 09.72.30. E-mail : rcr@relaischateaux.com.

These Standard Terms and Conditions of Sale apply to sales of Relais & Châteaux Gift Certificates in Euro and Special Lys Offers, both in France and in other countries.

Article 1 – Application of the Standard Terms and Conditions of Sale

The Standard Terms and Conditions of Sale must be available online and downloadable for any client. They are sent by post, e-mail or fax to any client who requests them or places an order.

Consequently, the placement of an order shall imply full acceptance, without any reservation, of the Standard Terms and Conditions of Sale by the client, to the exclusion of all other documents such as brochures and catalogues issued by RCR, which have an indicative value only.

No special terms and conditions shall prevail over these standard terms and conditions unless this has been formally accepted by RCR in writing.

Any term or condition to the contrary enforced by the client cannot, therefore, be enforced against RCR regardless of when it comes to its knowledge unless it is expressly accepted by RCR.

The fact that RCR does not enforce any of these Standard Terms and Conditions of Sale at a certain time may not be interpreted as a waiver of any subsequent enforcement of any of these terms and conditions.

Article 2 – Scope of application of these Standard Terms and Conditions of Sale and procedures governing the use of the products

These Standard Terms and Conditions of Sale shall apply to all sales concluded by RCR vis à vis clients and concern the Relais & Châteaux Special Offers and Gift Certificates.

The Special Offers and Gift Certificates of Relais & Châteaux :

- may not be exchanged as a whole or in part for cash.

- shall be under the full responsibility of the holder, particularly in the event of loss or theft.

- must be used during their period of validity. **After the expiry of the validity date, they may no longer be reimbursed or used.**

- bear a double numbering and mention of the validity duration of two years from the date of issue.

The Special Lys Offers shall be valid for two years from the date of issue in a certain number of Relais & Châteaux; the corresponding list shall be updated on an annual basis and may be consulted on the website: www.relaischateaux.com under "Special Lys Offers" or by contacting the commercial department of RCR.

The Relais & Châteaux Gift Certificates in Euro :

- are valid and may be cumulated in all the properties which are members of the Association in the Relais & Châteaux Guide of the ongoing calendar year.

- may only be replaced by a service of a value equivalent to the one stated on the front in Euro.

In the event that the service cannot be fully settled by means of Relais & Châteaux Gift Certificates in Euro, the difference must be paid to the property subject to the usual terms and conditions.

Article 3 – Modification of the order

The orders shall not be final and definitive unless the full price has been paid by the

client, who is deemed to have taken note of these Standard Terms and Conditions.

RCR shall not be bound by the orders taken by its representatives or employees unless a written and signed confirmation and full payment of the price have been received from the client.

Since the shipment of the Relais & Châteaux Lys vouchers and Gift Certificates are dispatched as soon as the client has paid the amount due, subject to the risk and at the expense of the client, no cancellation of any order can be accepted, except in the cases covered by articles 4, 5 and 6 below.

Article 4 – Delivery

4.1 Procedures

Delivery shall be made after receipt of the full payment of the amount due:

- either by direct handing over of the Lys Voucher/Gift Certificate to the client on its collection at a sales outlet.

- or by mailing at the expense of the client.

The client shall decide whether the order is to be sent, at the client's option and at his expense, to his personal address or directly to the beneficiaries designated and identified by name.

The transport risk shall be assumed by the buyer who, in the event of damage to the shipment or missing items, shall state his reservations on the delivery note and confirm them, within three days of delivery, by registered mail with acknowledgement of receipt sent to the forwarder.

4.2 Delivery periods

Delivery of the available Relais & Châteaux Lys vouchers and Gift Certificates to individual clients shall be made for all orders exceeding Euro 500 in Metropolitan France within a maximum of 30 days of receipt of the order form and the amount due by the commercial department of RCR.

Any failure to deliver within the fixed delivery period shall result in the refunding of the price paid upon placement of the order, to the exclusion of any other compensation or damages.

The client may not repudiate the contract if the delivery period has been exceeded by RCR because of a case of force majeure.

The following shall be deemed to be cases of force majeure releasing RCR from its obligation to deliver: war, attacks, riots, fire, strike, accidents in France or in the country of delivery or order or impossibility for RCR to be delivered itself.

At any rate, delivery can only be made within the due period of time if the client has fulfilled all his obligations vis à vis RCR, regardless of the underlying reasons.

Article 5 – Reception

Notwithstanding the measures to be taken vis à vis the forwarder, any complaints concerning lack of conformity of a Relais & Châteaux Gift Certificate or Special Lys Offer voucher delivered with the ordered product must be formulated in writing and sent by registered mail with acknowledgement of receipt to RCR within eight days of receipt of the Relais & Châteaux Special Offers and Gift Certificates.

The client shall be responsible for producing concrete evidence of the anomalies detected.

He shall give the RCR commercial department all the means needed in order to establish and remedy such anomalies and shall provide RCR, more particularly, with all certificates and proofs.

Article 6 – Returns

6.1 Procedures

Any returns of Relais & Châteaux Special Offers and Gift Certificates which are not in conformity must be subject to a formal agreement between RCR and the client.

Any product returned without said agreement shall be kept at the disposal of the client and shall not lead to any credit entry.

The costs and risks involved in said returns shall always be borne by the client. By

contrast, any Relais & Châteaux Special Lys Offers and Gift Certificates purchased which do not have any defect in terms of their delivery, shall not under any circumstances be reimbursed or extended.

6.2 Consequences

In the event of non-conformity of the delivered Relais & Châteaux Special Lys Offer vouchers and Gift Certificates, duly established by RCR under the conditions stated above, the client shall be entitled to choose between a free of charge replacement or a reimbursement, to the exclusion of any compensation or damages.

Article 7 – Terms and conditions of reservation for Special Lys Offers

The client, who is given a list of properties participating in the scheme or who consults the website: www.relaischateaux.com, "Special Lys Offers", shall directly contact the property of his choice in order to make his reservation.

The participating property shall be absolutely free to decide about the opening and closing dates for the reservation of special offers, depending on its availabilities, even during the periods specified in the list of participating properties.

The property may suspend the use of special offers in its property during weekends or during the high season. The client shall be informed by consulting the list of participating properties. If the participating property has no room corresponding to the category of the special offer, the client may be offered a room or suite of a higher category subject to a supplement which the client must pay directly on site.

The client must confirm his reservation by giving the participating property of his choice his credit card number and the expiry date of the validity of said credit card and by transmitting a copy of the special offer voucher. If necessary, and at the request of the participating property, the client must send the original of the special offer voucher by way of guarantee for his reservation to the property, by registered letter with acknowledgement of receipt.

In addition, the client must be informed at the reservation of the cancellation terms applicable in the chosen participating property.

The client must give the participating property the original of the special offer voucher as soon as he arrives in the property, unless the voucher has already been sent in advance by registered mail with acknowledgement of receipt to the property.

Article 8 – Price and invoicing

8.1 Price

The prices are stated in Euro including tax and including postage on the website www.relaischateaux.com, "Order Forms – Gift Certificates and Special Lys Offers". The products shall be delivered at the price applicable when the order is placed. Any postage shall be at the expense of the client. Relais & Châteaux Réservations shall pay the Relais & Châteaux Special Offer vouchers and Gift Certificates directly to the member properties of the Relais & Châteaux Association.

8.2 Invoicing

An invoice shall be prepared for each delivery and submitted on delivery.

Article 9 - Payment

The acquisition of the Relais & Châteaux Special Offers and Gift Certificates shall be by payment of the applicable price in accordance with the price scale on the order form by the client. The Relais & Châteaux special offers and Gift Certificates as well as any handling fees must be paid in cash. The invoice shall be prepared in Euro. The Relais & Châteaux Special Lys Offers and Gift Certificates are payments to order and for account and are not, therefore, subject to VAT. Only handling fees, the guides and the pouches shall be subject to VAT. The price must be

fully paid in cash and the delivery of the order shall be subject to such payment. It must be received by RCR no later than 3 (three) months after placement of the order. After that date the order shall be automatically cancelled.

Article 10 – Intellectual property

The names and designations Relais & Châteaux, Relais Gourmands, the design and the logo are protected by a trademark as well as designs and models officially registered with the French Institute for Industrial Property Rights (INPI). They enjoy legal protection in respect of any unlawful use, and, more particularly, against any utilisation made without the authorisation of Relais & Châteaux. Any fraudulent utilisation of these names and designations by violation of the rights of the Relais & Châteaux Association, shall be deemed to be an act of counterfeiting for which the person in question may be held liable on the basis of articles L 713-2 and following of the French Intellectual Property Code as well as the provisions of Community and international law in this matter.

The characteristic features of the products proposed for sale are presented on the website www.relaischateaux.com, "Gift Certificates and Special Lys Offers", as well as in the general documentation Relais & Châteaux Gift Certificates / Special Lys Offers, available on simple request from the commercial department of RCR. The photos shall not be deemed to be covered by the scope of the contract. RCR cannot be held liable for any errors occurring in this respect. All texts and pictures on the Internet site www.relaischateaux.com, or on any paper support shall be subject all over the world to the copyright and intellectual property rights of the Association. Any reproduction or partial reproduction shall be strictly prohibited. Any installation of hypertext links to the site without the express authorisation of RCR shall be strictly prohibited.

Article 11 – Severability

If any clause of these Standard Terms and Conditions of Sale is declared null and void, such declaration shall not in any way affect the validity and enforceability of the other provisions of the Standard Terms and Conditions of Sale.

Article 12 – Confidentiality of data

The individual names furnished by the client shall not be disclosed to third parties; unless the client expressly objects to it, they shall be integrated into the client database of RCR, which is declared to the French National Information and Privacy Commission (CNIL).

In accordance with the French Law 78-17 of 6 January 1978, the client shall at all times have a right to access and correct such information. In order to exercise such right, it shall be sufficient for him to contact the customer relations department of the company.

Article 13 – Applicable law - Place of Jurisdiction

All clauses included in these Standard Terms and Conditions of Sale as well as all buying and selling transactions covered by them, shall be governed by French law. The contractual information is presented in French and the Special Offers and Gift Certificates offered for sale by Relais & Châteaux are in conformity with the French laws and regulations. If necessary, any foreign client shall have to check with his local authorities whether the product he plans to order may be used. RCR may not be held liable in the event of failure to comply with the rules and regulations of the foreign country to which the Relais & Châteaux Special Offers and Gift Certificates are delivered.

In case of litigation concerning the validity, interpretation or execution of all or part of these Standard Terms and Conditions of Sale, the courts of Paris, France, shall have sole jurisdiction.

