

Terms & conditions PALEGA BEACH INN.

Preamble:

1. Palega Beach Inn Ltd operates the website www.palega-beach-inn.com, website of Palega Beach Inn establishment located in Rwanda, Western Province, Rutsiro District, Boneza Sector, Bushaka Cell, Bikono Village.
2. This site allows online reservations of hotel rooms on the Palega Beach Inn website.
3. Other websites may be used as booking intermediaries but only the general conditions of sale of Palega Beach Inn will be apply in this regard.
4. The client declares having obtained from Palega Beach Inn all necessary information on the website: www.palega-beach-inn.com .
5. Any reservation via the website www.palega-beach-inn.com or via other services implies consultation and full and unreserved acceptance of these general terms and conditions of sale.
6. The customer's agreement to these general conditions and the conditions of sale of the fare occurs when booking, no reservation is possible without agreement.
7. The customer has the option of saving and editing these general conditions using the standard functionalities of his browser or computer.
8. The site mentions the following information:
 - The precise identification of Palega Beach Inn as well as the company name Palega Beach Inn Ltd., the address where it is established, its e-mail address, its telephone number, its registration office, its individual tax liability identification number on added value.
 - The essential characteristics of the accommodation offered.
 - The additional services offered.
 - Prices.
 - Terms of payment.
 - The general conditions of sale and the conditions of sale.
 - The minimum duration of proposed contract, if applicable.
9. The customer, prior to ordering the services declares that the reservation of these services is made for his personal needs.
10. As a consumer, the customer has specific rights, which would be called into questions in the event that the services reserved are not for personal use.
11. All the information accessible on the www.palega-beach-inn.com site is presented in English.
12. The customer declares to have the full legal capacity allowing him to engage under these general conditions.

Definitions:

In the following, the terms below will have the following meaning:

“Acknowledgment of receipt”: e-mail sent by info@palega-beach-inn.com, by WhatsApp or by the chat box to the customers summarizing the reservation made by the customer and confirming its receipt by Palega Beach Inn.

“Reservation Confirmation”: dematerialized document which summarizes the characteristics of the services reserved by the customer via the internet and by which he possibly enters his bank card number as part of a

prepayment or a guarantee. Acceptance of the booking confirmation has the effect of contractually binding the customer.

“Client”: person acting for his personal or professional needs unrelated to the hotel business.

“Electronic mail”: any message, in the form of text, voice, sound or image, sent by a public communication network, stored on a network server or in terminal or recipient equipment, until the latter recovers it.

“Reservation request”: hotel reservation request made by the customer via mobile services or the internet.

“Partners”: service providers, among others accessible from the www.palega-beach-inn.com website, and in particular, tour operators, car rental companies, train or plane ticket providers, etc.

“Online reservation”: reservation of hotel rooms via the dematerialized reservation voucher on the Palega Beach Inn website at www.palega-beach-inn.com.

“Service”: reservation of hotel rooms, the essential characteristics of which are presented on the website www.palega-beach-inn.com.

“Mobile services”: set of services and protocols allowing mobile terminals to be connected to the internet and in particular allowing the consultation and reservation of hotel services provided by Palega Beach Inn.

“Website”: electronic service operated by Palega Beach Inn on the internet and accessible at the address www.palega-beach-inn.com.

Object:

1. These general conditions define the rights and obligations of the parties in connection with the remote booking of services offered by Palega Beach Inn on its website www.palega-beach-inn.com.
2. They govern all the steps necessary for the reservation and the follow-up of the reservation between the contracting parties.
3. The customer acknowledges having read and accepted these general conditions of sale and the conditions of sale of the reserve rate accessible on the site www.palega-beach-inn.com.

Scope:

These general conditions of sale apply to all reservations made online and/or by the telephone.

Duration:

1. These general conditions of sale apply for the entire duration of the online services by Palega Beach Inn on the website www.palega-beach-inn.com.
2. Palega Beach Inn reserves right, without notice or compensation, to temporarily or permanently close the website www.palega-beach-inn.com or the online booking area.
3. Palega Beach Inn is not liable for damages of any kind that may result from these changes and/or temporary unavailability or even the permanent closure of all part of the site or the services associated with it, such as the online booking.

Reservation:

1. The customer chooses the services present on the site.
2. The customer acknowledges having read the nature, destination and booking methods of the services available on the website www.palega-beach-inn.com and having requested and obtained the necessary and/or additional information to make his reservation in perfect condition, knowingly.

3. The client may reserve, on the website www.palega-beach-inn.com , individually, a maximum room for a minimum of two nights per reservation. For reservations concerning business groups, meetings, seminars, etc., reservations will be made exclusively on request and acceptance of a quote made on the email address: info@palega-beach-inn.com .
4. The customer is solely responsible for his choice of services and their suitability for his needs, so that the responsibility of Palega Beach Inn cannot be searched.
5. The reservation is deemed accepted by the customer at the end of the reservation process.

Booking process:

1. Reservation made by the customer are made via the dematerialized reservation form accessible online on the website www.palega-beach-inn.com or by reservation request via mobile services.
2. The reservation is deemed to have been formed upon receipt of the reservation voucher or reservation request by Palega Beach-Inn, or upon prepayment by bank transfer.
3. The customer undertakes, prior to any reservation, to complete the information requested on the voucher or the reservation request.
4. The client certifies the veracity and accuracy of the information provided.
5. The reservation procedure includes the following steps:
 - Step 1: Search for Palega Beach Inn
 - Step 2: Selection of arrival and departure dates
 - Step 3: Selection of the number of adults and children
 - Step 4: Search for available hotel rooms
 - Step 5: Selection of the hotel room
 - Step 6: Filling in the customers contact details
 - Step 7: Verification of the details of the reservation, its total price, the applicable sales conditions and any adjustment of the choice (room, price, additional services), in the case of online reservation only;
 - Step 8: Payment information
 - Step 9: Validation of the reservation by the customer
 - Step 10: Receipt of the confirmation e-mail

Acknowledgment of receipt of the reservation:

1. The customer's reservation is subject to an acknowledgment of receipt by e-mail.
2. In the case the online reservation, the acknowledgment of receipt of the reservation by e-mail summarizes the name of the customer, the services reserved, the dates, the number of people, the prices, the payment conditions of the deposit in order to definitively confirm the reservation.

Customer service:

For any complaint relating to your hotel reservation, our customer service is at your disposal (Rwandan hours = GMT+2) at the following telephone number:

- Tel.: +250 786 347466
- E-mail: info@palega-beach-inn.com

Cancellations or modifications by the customer:

1. The conditions of sale specify the term of cancellations and/or modifications of the reservation.
2. Reservations with prepayment cannot be modified and/or cancelled. The sums paid in advance, which are the deposit, will not be refunded.

In the event of modifications and/or cancellations of a reservation made:

- directly with Palega Beach Inn, the cancellation of the reservation can be made directly with Palega Beach Inn, whose telephone details are specified on the confirmation of the reservation sent by e-mail.
 - Via an intermediary, the cancellation of the reservation must be made directly with this intermediary.
3. In the event of interruption of the stay, the full agreed price will be collected. In case of reservation with prepayment, no refund will be granted as a result.
 4. Unless expressly provided otherwise, the customer must have left the room before 10.00 a.m. on the day of the end of the reservation. Failing this, he will be charged an additional night.

Palega Beach Inn stay:

1. Palega Beach Inn welcomes certain animals but reserves the right at any time to refuse certain categories of animals insofar as they may represent a security risk for other customers within the hotel. The client must, when booking his stay, inform Palega Beach Inn, the wish to be accompanied by his animal for the duration of the stay in the hotel, subject to acceptance followed by the hotelier and additional tariff of 5\$ (US Dollars) per day and per animal.
2. The client accepts and undertakes to use the room as “a good father”. Also, any behaviour contrary to morality and public order will bring Palega Beach Inn to ask the customer to leave the establishment without any compensation, the payment of the entire stay will be then collected according to the initial estimate.
3. Palega Beach Inn offers WIFI access allowing customers to connect to the internet. The customer agrees that the computer resources made available by Palega Beach Inn are not in any way used for illicit purposes. The customer is required to comply with the security policy of the internet service provider of Palega Beach Inn.

Responsibility:

1. The pictures represented on the site www.palega-beach-inn.com are not contractual. Even if all the best efforts are made so that the photographs, graphic representations and texts reproduced, to illustrate Palega Beach Inn, give as exact an overview as possible of the accommodation services offered, variations may occur, in particular due to the evolution of Palega Beach Inn, change of furniture or possible renovations. The customer cannot claim any claim from this fact.
2. Palega Beach Inn cannot be held responsible for the non-execution or poor execution of the reservation in the event of force majeure, act of a third party, act of the customer or act of its partner, such as unavailability of the internet network, impossible of access to the website, external intrusion, computer viruses or in the event of prepayment not authorized by the bearer's bank.
3. Palega Beach Inn will not incur any liability for any consequential damages as a result of these presents, in particular operating loss, due to third partners, due to the customer or due to its partners.
4. Hypertext links may refer to sites other than the Palega Beach Inn site, which disclaims all responsibility for the content of these sites and the services offered.
5. Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for a reason attributable to the customer will result in the cancellation of the order at the customer expense, without prejudice to any civil or criminal action against the latter.

Complaints:

Complaints relating to the non-performance or poor performance of hotel services must, under penalty of foreclosure, be brought to the attention of Palega Beach Inn in writing within 24 hours of arrival at the hotel directly to the hotel or to the customer service contact details indicated above.

Price:

1. The prices relating to the reservation of services are indicated before and during the reservation.
2. Prices are per room for the number of person(s) and date(s) selected.
3. The prices are confirmed to the customer in the amount of US Dollars (\$) including tax and are valid only for the duration indicated on the site.
4. Unless otherwise stated, additional services such as half board, full board, etc. are not included in the price.
5. The prices consider the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically passed on the prices indicated on the date of invoicing.
6. Any modification or introduction of new legal regulatory taxes imposed by the competent authorities will automatically be passed on the prices indicated on the date of invoicing.
7. Palega Beach Inn, when confirming the customer's reservation, will indicate the total amount of the order.

Cancellation of the stay:

In case of cancellation or modification:

- Up to 30 days before the date of arrival, the hotel charges 30% of the total amount of the reservation.
- From 30 days to 10 days before the date of arrival, the hotel charges 50% of the total amount of the reservation.
- Less than 10 days before the arrival date, the hotel charges 100% of the total amount of the reservation.

Respect for privacy:

1. The information requested from the customer is necessary to process his order, if necessary to send information on products and services.
2. Unless opposed by the customer, if the latter has made a hotel reservation on the site www.palega-beach-inn.com, Palega Beach Inn is in particular likely to send him by e-mail his "Newsletter" (newsletter), promotional offers, a satisfaction questionnaire following his hotel stay.
3. The customer has the right to oppose, free of charge, that the data concerning him are used for prospecting purposes, in particular commercial.
4. The customer is informed that all personal data collected will be subject to automated processing, the controller of which is Palega Beach Inn.
5. The processing of this data will allow Palega Beach Inn:
 - Fulfill its obligations vis-à-vis the client
 - Inform the client of special offers and any new services created by Palega Beach Inn
6. The customer is informed, on each of the personal data collection form, of the mandatory or optional nature of the answers by the presence of an asterisk.
7. The client authorizes Palega Beach Inn to communicate his personal data to the third parties on the condition that such communication proves to be compatible with the performance of the operations incumbent on Palega Beach Inn under these general conditions.

Convention of proof:

1. The entry of the required banking information, as well as the acceptance of these general conditions and the voucher or the reservation request, constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.
2. The computerized records kept in the Palega Beach Inn computer system. Will be kept under reasonable security conditions and considered as proof of communications, order and payments between the parties.
3. The customer is informed that his IP address is registered at the time of booking.

Dislodgement:

In the event of non-availability of the chosen hotel, or in the event of force majeure, the latter reserves the right to have the client totally or partially accommodated in a hotel of equivalent category for services of the same nature, at the all of costs involved in the transfer remain the responsibility of the chosen hotel,

Which cannot be sought in payment of any additional compensation.

Force majeure:

Palega Beach Inn cannot be held liable to the customer in the event of non-performance of its obligations resulting from an event of force majeure. Are considered as force majeure or fortuitous event those usually recognized by the jurisprudence of Rwandan Courts and Tribunals.

Applicable law:

1. These General Conditions of Sale are governed by Rwandan law.
2. This is the case for rules of substance as well as for rules of form.

Entirety:

1. These General Conditions of Sale, the conditions of sale of the rate reserved by the customer, and the voucher or the reservation request express the entirety of the obligations of the parties.
2. No general or specific condition communicated by the customer can be incorporated into these general conditions.
3. The documents forming the contractual commitments between the parties are, in descending order of priority, the voucher or the reservation request (including the special conditions of the reservations of the reserved rate) and these general conditions.
4. In the event of a contradiction between the reservation voucher and the general conditions, the provisions appearing on the reservation voucher will be the only ones applicable for the obligation in question. Evolution / modification of the General Conditions of Sale by internet, these General Conditions of Sale by internet can be modified at any time and / or supplemented by Palega Beach Inn. In this case, the new version of the General Conditions of Sale by internet will be put on line by Palega Beach Inn as soon as it is put on line on the internet, the new version of the General Conditions of Sale by internet will automatically apply to all customers.