General Terms, Conditions and Notices

Online reservations are made in compliance with the present General terms, conditions and notices, or the Agreement. By using this website (www.hotelmaitai.com), you agree to be bound by this Agreement, and that this Agreement shall apply to such all transactions as booking accommodation and any other proposed services. Please read this Agreement carefully and if you do not accept all of these terms, please do not use this website or make any bookings through this website.

1. General Agreement

Booking accommodation and services on this website is solely reserved to Clients who have read and fully accepted this Agreement, and ticked the right boxes when specifically requested as in the contrary the technical booking process shall not be completed and become void.

As a consequence, finalizing the booking process which includes a deposit settlement is considered as a full acceptance of the terms of the present Agreement.

Please note that we reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and continued access to the website implies Client's acceptance of the updated or modified version of the Agreement. Any such changes or modifications do not apply to bookings made at a prior date.

2. Services

2.1. Accommodation

Accommodation can be proposed on a room only basis, or as a package including – either on a free offered basis OR paying basis – meals.

2.2. Airport-Hotel-Airport transfers

Airport transfers are proposed on a return trip basis and with rates per person. In the case of Bora Bora Island, as the airport is located on an islet (the boat shuttle transfer to main village of Vaitape is included in the domestic airfare), the Hotel organizes the ground transfer Vaitape pier to Hotel and return to Vaitape when departing.

3. Rates and Taxes

- 3.1. All descriptions of services booked on the website detail all services that are included in the paid price. All prices and rates are fixed in local currency, the Pacific Franc (currency code: XPF) and for the Client's convenience and own information, some equivalents in other currencies than XPF can be obtained. In no such case, counter-values or equivalents shall represent the price to be paid or serve to set deposit amounts to be debited from Client's credit card.
- 3.2. Rates shown on the website and used in the amounts to be debited for the booking purposes are generally including all taxes, unless otherwise specified on the website. City taxes are not included and will be based on the declared number of guests and their age.
- 3.3. All other prices listed in the website (restaurants and bar menus, activities and excursions lists, etc.) are only communicated as pure indication at the time they are posted on the

website. They may have changed without any prior notice. Updated confirmation can be specifically requested to each Hotel.

4. Sales terms

- 4.1. Booking is made by using a form containing personal data to be used for the sole purpose of the Client's booking itself.
 - The reservation is guaranteed by the Client's credit card details, accompanied by all other information requested along the booking process. Upon reception of the confirmation email, the booking will be considered duly completed and final, notwithstanding modification or cancelation as per Cancelation policy terms stipulated hereafter, or shall provisions stipulated in 4.2 and 4.3 apply.
- 4.2. Booking will be considered fully confirmed and completed by the Hotel upon reception of the deposit of 50% (FIFTY) debited on the Client's credit card after full acceptance of the present Agreement.
- 4.3. Please note that the Hotel reserves itself the right to cancel the booking if banks or credit card companies do not validate and confirm credit card details and/or attached information but not limited to such as card holder, expiry, security code, etc.).
- 4.4. The booking is guaranteed at applicable rates and offers selected by the Client for such dates. Such rates and conditions shall not be further extended or renewed in the future of for other periods of booking.
- 4.5. The currency used for all rates and for all transaction related to the website and booking process is the Pacific Franc currency code: XPF. More specifically all debits or credits in case of (partial) refund will be done based on applicable exchange rates by the Client's bank and all other credit card companies for which the Hotel shall not be held responsible or accountable whatsoever, in particular in case of unfavorable exchange rates evolution.

5. Payment conditions

- 5.1. A deposit of 50% (FIFTY) will be made on the Client's credit card as part of the booking process validation. The remaining balance will be paid upon check-out with rest of all other incidental incurred during the Client's stay at the Hotel.
- 5.2. Accommodation rates and taxes may be adjusted to reflect exact number of participants, their age and maximum bedding configuration of the room(s).

6. Cancellation policy

- 6.1. In case of cancellation, the following cancellation policy shall apply as follows:
 - NO SHOW or modification made after booked arrival date after 2.00pm (Hawaiian Standard Time):
 - Are subject to Hotel fee equal to 100% (ONE HUNDRED) of the confirmed booking, from which the initial deposit taken upon confirmation shall be deducted;
 - Cancellation made within 7 (SEVEN) days prior to check-in at 2.00pm (Hawaiian Standard Time):

Are subject to Hotel fee equal to 1 (ONE) night's rate including taxes, and the difference from the initial deposit taken upon confirmation – if any – shall be refunded by the Hotel to the Client;

- Cancellation or modification made before 7 (SEVEN) days prior to check-in at 2.00pm (Hawaiian Standard Time):
 - Are subject to Hotel fee equal to 5% (FIVE) of the total amount of the initial booking including taxes, and the difference from the initial deposit taken upon confirmation if any shall be refunded by the Hotel to the Client;
- 6.1. Transaction customer cancellation rights: The Client shall be informed that all online transactions proposed in this website do not give right whatsoever to cancellation rights. As a consequence all transactions executed and booked on this website are exclusively subject to the cancellation and modification policy stipulated in this agreement.

7. Governing law

The governing law for this Agreement and any dispute arising from its execution is the French Polynesia law.