

Terms & Conditions of Sale Restaurant Dans le Noir ?

Terms and conditions valid from April 2025

Article 1 – General

The present general terms and conditions of sale (hereinafter referred to as the "**GTC**") govern purchases and reservations (hereinafter referred to indistinctly as "**Orders**") made by any natural person of legal age or legal entity (hereinafter referred to as the "**Customer**") with the SOCIETE HOTELIERE DU PALM BEACH (SHIPB), whose registered office is located at , 2 Promenade de la Plage 13008 Marseille, registered in the Marseille Trade and Companies Register under number 058 812 652 (hereinafter the "**Service Provider**" or "the **Company**") through the marseille.danslenoir.com dedicated to the Restaurant Dans le Noir ? Marseille (hereinafter the "**Site**").

The current GTC are accessible at all times on the Site in the French language and are brought to the attention of Customers prior to the completion of any Order. Should they be translated into another language, and in the event of any discrepancy between the two versions, the French version of the GCS shall prevail over the translated version.

The Customer acknowledges that by placing an Order via the Site, he/she fully accepts, without restriction or reservation, these GTS. The Customer hereby waives the right to invoke any contradictory document that may be unenforceable against the Service Provider.

The Service Provider reserves the right to adapt or modify these GTS at any time. The new GTS will, where applicable, only apply to Orders placed after the said modification.

Should any of the provisions of these GTS prove inapplicable, illegal, or invalid, the remaining provisions shall remain in force.

For the purposes hereof, the terms defined below, whether singular or plural, shall have the following meaning:

Terms	Definitions
Gift Card	Refers to an electronic medium on which a purchase credit is recorded, enabling the bearer to benefit from one or more precisely identified Services or Services of equivalent value in the Restaurant - or in another restaurant belonging to the Dans le Noir ? network, within the limits and conditions set out in these GTS - upon prior reservation and/or subject to availability.
Deferral code	Refers to a personal, single-use code given to the Customer in the event of a postponement of a Reservation, corresponding to a purchase credit enabling the bearer to pay for the Services when they are rendered, within the limits and under the conditions set out in these GTS.
Order	Refers to any Gift Card purchase, Gift Card extension or Reservation made by the Customer on the Site.
Conditions of Access to the Experience	Refers to the conditions of access to the Services offered by the Restaurant, which the Customer declares to have read, understood, and accepted without reservation before accessing the Services.
Guest(s)	Refers to the number of people for whom a Reservation has been made.
Bank imprint	Refers to the pre-authorization by the Service Provider to debit a lump sum in order to guarantee and validate a Reservation.
Party(ies)	Refers jointly or individually to the Customer and the Supplier
Prepayment	Refers to advance payment of all or part of a Reservation.
Services	Refers to catering services and/or additional services ordered by the customer.

Terms	Definitions
Reservation	Refers to the reservation of Services by the Customer with the Restaurant.
Restaurant	Refers to the Dans le Noir ? restaurant located in nhov Hotel - 200 Cor Président John Fitzgerald Kennedy - 13007 MARSEILLE

Article 2 – Orders

The Customer may make Reservations and purchase Gift Cards on the Site.

2.1 Reservations on the Site

Reservations on the Site are made in the following stages, with or without prepayment:

- First step: choosing the desired slot

The Customer selects the desired Reservation date and time, as well as the desired number of Guests, then clicks on the "Go to next step" tab.

- Second step: identification

Customers are invited to identify themselves by filling in the mandatory fields.

- Step 3: Important information

At the time of any Reservation, and at the latest before the Event takes place, the Customer undertakes to inform the Service Provider, in the sections provided on the Site for this purpose, of any food intolerances, allergies, specific dietary requirements and, in general, of any information that may have an impact on the Event. The Customer acknowledges that he/she is responsible for this information, which he/she must provide in a clear, precise, and exhaustive manner on behalf of all Guests, and that the Service Provider cannot be held liable for any inaccuracy or omission likely to cause prejudice to him/her or to one or more Guests.

The Customer is then invited to click on the "Continue with my Reservation" tab.

- Fourth step: Booking validation

This stage enables the Customer to view a summary of the Reservation and, if necessary, to modify it, and to agree to these GTS by ticking a box, as well as to the Conditions of Access to the Experience. The Customer is hereby informed that, in accordance with the provisions of the French Consumer Code, he/she may not exercise the right of withdrawal in respect of his/her Reservation.

When validation does not require Prepayment or a Bank Fingerprint, the Customer is simply invited to click on "Validate my Reservation". They will then receive an e-mail confirming their Reservation at the address given in the second step, under the conditions described in the fifth step below.

When the Service Provider requires prepayment of the Services or a bank imprint, the Customer is invited to enter his/her bank details on the secure page of the Site's payment service provider. In the case of a Bank Impression, the Customer's bank account is not debited for the pre-authorization at the time of Reservation, but only in the event of late cancellation, as defined in article 5.

Prepayment may also be made using a valid Gift Card or Postponement Code up to the amount of credit allocated to it on the day of the Order, by entering the personal one-time use code shown on the Gift Card or corresponding to the Postponement Code, with any remaining amount of the Services to be paid being paid by credit card.

The Customer is invited to confirm payment by clicking on "Confirm my Payment".

The Prepayment is deducted from the total price due by the Customer on completion of the Services.

- Fifth step: Reservation confirmation

Subject to the successful completion of all the preceding stages, the Service Provider sends a Reservation confirmation e-mail containing the information indicated in the Reservation summary. This confirmation email also contains the present GTC and Conditions of Access to the Experience in a durable, printable format.

A reminder e-mail will be sent by the Service Provider two (2) calendar days before the date on which the Event is to take place to the e-mail address provided by the Customer.

2.2 Purchasing a Gift Card

The Gift Card is an electronic medium with a personal, one-time use code and a purchase credit enabling its bearer to benefit from one or more Services of equivalent value. At the time of the Order, the Restaurant may optionally offer the Customer the option of sending the Gift Card by post on a physical medium (hereinafter referred to as the "**Gift Box**"). The conditions of use of the Gift Box are the same as those of the Gift Card mentioned in article 8.

The purchase of a Gift Card takes place in the following stages:

- First stage: Choice and personalization of the Gift Card

The customer selects the Gift Card corresponding to the formula of their choice, fills in the required fields and adds it to their basket.

They are then invited to click on the "Order" tab.

- Second step: identification

The customer is invited to identify himself or to create an account by filling in the mandatory fields and choosing a password which must be always kept secret. This password should be as complex as possible, ideally containing letters, numbers, and special characters. It is also advisable to change it regularly to avoid any usurpation of the account.

The Customer is solely responsible for the accuracy of the information provided at this stage.

The Service Provider sends the Customer an account creation confirmation e-mail.

- Third step: information

The Customer then enters the e-mail address to which he/she wishes to receive the Gift Card and, if applicable, the postal address to which he/she wishes to receive the Gift Box.

The Customer is solely responsible for the accuracy of the information provided at this stage.

- Fourth step: order validation

This stage enables the Customer to view a summary of his/her Order, including the chosen method of payment and the total amount of the Order (including delivery costs if the Gift Box option is chosen) and, if necessary, to modify it.

The Customer is then invited to validate these GTS by ticking a box and is reminded of the conditions for exercising the right of withdrawal offered to private customers.

- Fifth step: choice of payment method

The customer is invited to choose a payment method from among those proposed, and to enter his/her bank details on the secure page of the Site's payment service provider.

Finally, they click on "Confirm my Payment" to validate their Order.

- Sixth step: order confirmation

Subject to successful completion of all the preceding stages, the Service Provider sends the customer an order confirmation e-mail containing the information given in the order summary, together with an invoice. This confirmation email also contains these GTS on a durable, printable medium, as well as the standard withdrawal form for private customers.

A separate email containing the dematerialized Gift Card is then sent by the Service Provider to the customer, unless the customer has requested a Gift Box, in which case the Gift Card will not be sent by email but will remain accessible on the customer's personal space.

Article 3 – Services and prices

The Customer is informed that the composition of the menu items changes regularly and that only the menu price is guaranteed on the day of the Reservation.

Prices are displayed on the Site in euros, inclusive of all taxes (including value-added tax at the current rate where applicable). They may be revised at any time without notice by the Service Provider. The prices applicable to an Order (even if it is paid for by deferred payment) are those in force on the date of the Order.

When the Reservation has been made with a Prepayment, any Services or consumption not included in the Prepayment must be paid for by the Customer on the day the Services are rendered.

When the Gift Card is valid in a Dans le Noir ? restaurant located in another European Union country, the price of the Gift Card does not include VAT.

Article 4 – Right of withdrawal

4.1 In the event of the purchase of a Gift Card, non-professional Customers established in the European Union, to the exclusion of Customers having the status of professionals within the meaning of the French Consumer Code, have a period of fourteen (14) days in which to exercise their right of withdrawal, without having to give any reason whatsoever.

The Customer is however informed that, in accordance with article L 221-28, 13° of the French Consumer Code, he/she loses the benefit of the right of withdrawal if he/she uses the Gift Card before the end of the withdrawal period.

The fourteen (14) day period is counted in calendar days following the Order validation date. If the period expires on a Sunday or public holiday, it is extended to the next working day.

Should the Customer exercise his/her right of retraction, he/she may do so via the contact form within the aforementioned period by sending the form available at the end of these GTS; the Gift Card will then be cancelled and become unusable. If, upon receipt of the withdrawal request, the Gift Card has been used in whole or in part, the withdrawal request will be rejected.

Any retraction made under the conditions of the present article will give rise to reimbursement of the full amount paid by the Customer within thirty (30) calendar days of receipt of the retraction.

4.2 In the event of a Reservation, the Customer, even a consumer, does not benefit from any right of withdrawal in application of article L 221-28, 12° of the French Consumer Code.

Article 5 – Cancellation, postponement and/or interruption by the Customer

5.1. Cancellation, postponement and/or interruption of a Prepaid Reservation

5.1.1 The Customer may cancel or postpone a Reservation **no later than 24 hours before the scheduled date of the Service.**

In the event of cancellation within the aforementioned period, the Customer will not be entitled to any reimbursement and may only request a postponement of the Event for a maximum of two (2) months from the date of the Reservation initially scheduled, at the same price conditions and within the limits of the Restaurant's availability, using the Postponement Code which will be sent to the Customer by email by the Service Provider no later than forty-eight (48) hours after the cancellation.

In the event that the Customer does not receive the Deferral Code by email within the aforementioned period, the Customer will contact the Service Provider, who will send the Customer a new Deferral Code, it being specified that this new mailing does not extend the validity period of the Deferral Code.

Once the aforementioned period of two (2) months has elapsed, the Prepayment made for the initial Reservation will be irretrievably due to the Service Provider and no postponement of validity and/or reimbursement (including of the Gift Card used, where applicable, for the initial Reservation) will be made.

5.1.2 In the event of late deferral or cancellation (less than 24 hours before the Service), no-show or late arrival at the time of Reservation, the validity of the Gift Card and/or the Reservation will not be deferred, nor will the Prepayment be reimbursed.

5.1.3 No reimbursement will be made for any Service interrupted or curtailed at the initiative of the Customer and/or one of the Guests for any reason whatsoever, in particular in the event of a breach of the Conditions of Access to the Experience.

5.2. Cancellation, deferral and/or interruption of a Reservation with Bank Emprint

In the event of cancellation, deferral and/or interruption of a Reservation with Bank Emprint less than 24 hours before the Service, or in the event of no-show or late arrival at the time of the Reservation, the fixed amount corresponding to the Bank Emprint may be debited by the Service Provider.

Article 6 – Cancellation of a Prepaid Reservation by the Service Provider

The Restaurant reserves the right to cancel or postpone a Reservation.

In the event of partial or total cancellation of a Reservation with Prepayment by the Provider and/or interruption of the Service at the Provider's initiative, the Provider will offer the Customer either to postpone the Reservation to a later date defined between the Parties or, failing agreement, will refund the Customer the amount of the Prepayment or, if the Reservation was paid for with a Gift Card, generate a credit note (it being specified in this case that the validity period of the credit note will correspond to the remaining duration of the Gift Card, extended by a period corresponding to the time elapsed between the Reservation and the cancellation by the Provider), to the exclusion of any other compensation or costs of any kind whatsoever.

Article 7 – Payment methods

Orders placed on the Site must be paid for by credit card, using a duly credited and valid Gift Card or Deferral Code.

The Customer will be asked to indicate the type of credit card used and to enter all the details (card number, expiry date, visual cryptogram). Customers are informed that their bank details are transmitted exclusively and directly (the Service Provider does not receive any communication of them) to the Site's payment service provider, who will process them securely in encrypted form via a secure connection, and that they are not kept by the latter beyond the time required to complete the transaction.

Any payment made at the Restaurant may be made in accordance with the regulations in force and accepted by the Service Provider.

The Service Provider may not be held liable in the event of fraudulent use of a means of payment by the Customer or one of the Guests. Any unavailability of the electronic payment service shall under no circumstances release the Customer from his obligation to pay the price of the chosen Services.

Article 8 – Gift Card and Deferral Code

The sole purpose of the Gift Card is to enable its holder to use it to make partial or, where applicable, full payment for a Reservation on the Site where it was purchased, by using the single-use code attached to it, up to the amount credited to it at the time of the said Order.

When the Gift Card is used in the Restaurant, it enables the cardholder to reserve the formula(s) specifically mentioned on the card.

Provided that this possibility is expressly authorized on the Site and indicated on the Gift Card, the Gift Card may be used by its bearer in another restaurant of the Dans le Noir ? network, including in another country of the European Union, in which case only its economic value - and not the formula indicated on it - will be considered. In this case:

- if the price of the chosen formula is higher, the Customer must pay the price difference to the restaurant concerned,
- if the price of the chosen formula is lower, the Customer will have the option of using the excess credits to pay for additional consumption on the day the Services are rendered, it being specified, however, that no reimbursement of said excess credits will be made.

The above conditions also apply to the use of a Deferral Code.

Unless otherwise agreed in exceptional circumstances by the Restaurant concerned, the Deferral Code can only be used in the Restaurant that issued it.

As the Gift Card is dematerialized, its delivery is materialized by an e-mail sent to the Customer, or by post in the case of a Gift Box.

In the event of the purchase of a Gift Card intended as a gift, the Customer is responsible for the proper transmission of the Gift Card to its beneficiary and must inform the latter of the conditions of use of the Gift Card described in these GTS, which the said beneficiary is deemed to have accepted in full and without reservation simply by virtue of this transmission.

The Customer may optionally request the Service Provider to send a Gift Box by post, only when the Service Provider offers to do so. In this case, the Gift Card will not be sent by e-mail but will be accessible on the Customer's personal space. It is understood that, where applicable, the Gift Card remains a dematerialized medium that can only be used to place Orders on the Site, by entering the single-use code attached to it.

The Gift Card cannot be partially used; therefore, if the Gift Card is not fully used at the time of the Reservation, no reimbursement or credit will be granted by the Service Provider for the difference not used.

The Gift Card is valid for a period of twelve (12) months from the date of purchase. If the Service is not completed within the aforementioned period, the Gift Card will expire and become unusable, and no refund or exchange may be requested.

As an exception, a Gift Card that has not been used during its validity period may be extended once, upon the Client's express request and subject to a flat fee of fifteen (15) euros payable by the Client.

This extension is limited to a maximum duration of two (2) months from the original expiration date of the concerned Gift Card; the request must be submitted by the Client within that same period.

To request an extension, the Client is invited to:

- Log in or create an account on the Site to access their client area,
- In the "your account" section, click on the "My gift cards" tab,
- Register the Gift Card by entering its number and original expiration date,
- Click on the "Extend by 2 months" tab to add the extension request to the cart,
- Go to the cart, verify the Order summary, accept the current Terms and Conditions by checking the corresponding box,
- Choose a payment method from those proposed and enter their bank details on the Site's secure payment provider page,
- Click on "Confirm my Payment" to validate the Order.

Provided that all the above steps have been properly completed, the Service Provider will send the Client an order confirmation email containing the information from the Order summary as well as an invoice. This confirmation email also includes the current Terms and Conditions in a durable and printable format.

The extension does not apply to Gift Cards that have been partially used, even if the remaining balance has not been fully spent.

In the event of prolonged closure of the Restaurant, in particular for a reason beyond the control of the Service Provider (e.g. total or partial strikes by suppliers and/or staff, administrative closure, virus, pandemic, epidemic, subcontractors or carriers, interruption of transport, energy supply, raw materials, force majeure, etc.), the validity of the Gift Card will be extended for a period equivalent to the period of closure of the Restaurant, of which the Customer will be informed by email.

Orders paid for on the Site using a Gift Card or a Deferral Code may never give rise to a refund, and Reservations with a Prepayment made using a Gift Card or a Deferral Code may only give rise to a deferral under the conditions set out in article 5.

Article 9 – Liability

It is understood that access by the Customer and Guests to the Services implies unreserved acceptance of the Conditions of Access to the Experience, any breach of these conditions being liable to engage their responsibility and/or give rise to their eviction from the Restaurant without this giving rise to any reimbursement or indemnity whatsoever on the part of the Provider.

The Service Provider may not be held liable for any inaccuracy or omission by the Customer of information likely to have an impact on the Service (e.g.: food allergy or intolerance, specific diet, etc.).

Article 10 – Evidence

Information stored in the Service Provider's information system, in particular relating to the use of the unique code attached to a Gift Card or a Deferral Code, has the same evidential value as any document drawn up, received, or stored in writing.

The Service Provider's information on computer or electronic media is considered as proof and may be used in any amicable or legal proceedings.

Article 12 – Complaints – Disputes

In the event of a claim or dispute, or for any request for information, the Customer should first contact the Service Provider to find an amicable solution, by post to the Service Provider's address given at the top of the GTCS.

Any dispute arising from the formation, interpretation or performance of these GTS shall be subject to the exclusive jurisdiction of the courts of ordinary law in the case of our non-professional customers, and of the courts of Paris, notwithstanding multiple defendants, or third-party claims, in the case of our professional customers.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, non-professional customers are hereby informed that the Service Provider subscribes to the services of the Mediator AME CONSO, whose contact details are as follows:

AME CONSO
197 Boulevard Saint-Germain,
75007 Paris

When a prior written complaint to the Service Provider has been unsuccessful, the Mediator may be contacted for any consumer dispute. The procedures for contacting the Mediator are available at the following address:

AME CONSO
197 Boulevard Saint-Germain,
75007 Paris

The customer can also consult the European platform for online dispute resolution via this link:

<https://ec.europa.eu/consumers/odr>

WITHDRAWAL FORM

Pursuant to the applicable provisions of the French Consumer Code, we hereby notify you of our wish to withdraw from the sale of the Gift Card referenced below:

Full name:

Address:

Order number:

Order date:

Date:

Signature: