

## GENERAL TERMS OF SALE

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## GENERAL TERMS OF SALE

In accordance with Article R211-12 of the French Code du tourisme, holiday brochures and contracts offered by travel agents to their customers must include the following terms and conditions in full (taken from Articles R211-3 to R211- 11 of the Code du tourisme).

### Article R211-3:

Subject to the exceptions provided for in paragraphs 3 and 4 of Article L. 211-7, any offer or sale of travel or holiday services must be accompanied by the appropriate documents in accordance with the rules set out in this section. Separate invoicing for the various elements that make up a holiday purchase does not dispense the vendor from its obligations under the regulatory provisions contained herein.

### Article R211-3-1:

The exchange of pre-contractual information and the communication of contractual conditions must be done in writing. This can be done electronically in respect of the conditions outlining the validity and exercise of this procedure, as contained in Articles 1369-1 to 1369-11 of the French Code civil. The name or company name and the address of the vendor, as well as its commercial registry number, are to be indicated, as provided for in section a) of Article L. 141-3. Alternatively, where applicable, the name, address and registry details of the grouping or union are to be indicated, as laid out in Article R. 211-2.

### Article R211-4:

Prior to the signing of the contract, the vendor must provide the purchaser with information about the prices, dates and other elements that make up the service provided during the journey or stay. These include:

- 1<sup>o</sup> The destination and the means, nature and categories of transport used;
- 2<sup>o</sup> The type of accommodation, its location, its level of comfort and main characteristics, its accreditation and tourist ratings in accordance with the regulations or practices in the host country;
- 3<sup>o</sup> The catering services provided;
- 4<sup>o</sup> A description of the itinerary where the journey involves several stages;
- 5<sup>o</sup> The administrative and health procedures to be carried out by nationals of another European Union member State or a State that is party to the

European Economic Area Agreement, especially in relation to border crossings, and the time required for such procedures;

6<sup>o</sup> The tours, excursions and other services either included in the package or available for an additional charge;

7<sup>o</sup> The minimum or maximum group size required to make the journey or stay possible, and where a minimum number of participants is required, the date by which the purchaser must be informed of any cancellation; this date cannot be set at less than twenty-one days prior to the departure;

8<sup>o</sup> The amount or percentage of the price to be paid as a deposit upon the signing of the contract, as well as the timetable for the payment of the remainder;

9<sup>o</sup> The methods for revising prices as laid out in the contract, in accordance with Article R. 211-8;

10<sup>o</sup> The conditions for contractual cancellations;

11<sup>o</sup> The conditions for cancellations as defined in Articles R. 211-9, R. 211- 10 and R. 211-11;

12<sup>o</sup> Information concerning an optional insurance policy to cover the consequences of certain types of cancellation or an assistance policy to cover certain specific risks, in particular repatriation costs in the event of an accident or illness;

### Article R211-5:

The vendor is bound by any information it gives to the purchaser prior to the purchase, except where this information expressly stipulates the vendor's right to modify certain elements therein. In such cases, the vendor must clearly indicate the way in which such modifications can be made and the elements which they can affect.

In any event, modifications made to information initially provided must be communicated to the purchaser in writing prior to the signing of the contract.

### Article R211-6:

The contract between the vendor and the purchaser must be in writing, produced in duplicate (with one copy going to the purchaser) and signed by both parties. Where a contract is concluded electronically, Articles 1369-1 to 1369-11 of the Code Civil apply. The contract must include the following clauses:

1<sup>o</sup> The name and address of the vendor, its guarantor and its insurer, as well as the name and address of the tour organiser;

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2° The travel destination(s) and, where the stay consists in stages, the different periods and corresponding dates;

3° The means, nature and categories of transport used, as well as the dates, times and locations of the outward and return journeys;

4° The type of accommodation, its location, level of comfort, main characteristics and tourist ratings in accordance with the regulations or practices in the host country;

5° The catering services provided;

6° The itinerary, where the journey involves several stages;

7° The tours, excursions and other services included in the overall price of the journey or stay;

8° The overall price of the services invoiced, as well as an indication of any revision of this price under the terms of Article R. 211-8;

9° An indication, where applicable, of any charges or taxes associated with certain services, such as a landing tax, arrival tax or boarding tax in ports and airports, or a holiday tax where it is not included in the price of the service(s) provided;

10° The timetable and methods of payment; the final payment made by the purchaser cannot be less than 30% of the price paid for the journey or stay and must be made when documents are provided that ensure the journey or stay will go ahead;

11° The specific conditions requested by the purchaser and accepted by the vendor;

12° The procedures by which the purchaser can make a claim against the vendor for failure to execute or for inadequate execution of the contract; such claims must be made as quickly as possible, by registered letter with notification of receipt sent to the vendor, and where applicable indicated in writing to the tour organizer and relevant service provider;

13° The date by which the consumer must be informed by the vendor of the cancellation of the journey or stay where these can only take place with a minimum number of participants, in accordance with the provisions contained in paragraph 7 of Article R. 211-4;

14° The conditions for contractual cancellations;

15° The conditions for cancellations as provided for in Articles R. 211-9, R. 211-10 and R. 211-11;

16° Details of the risks covered and the amount of the guarantees provided under the terms of the insurance policy in relation to the consequences of the vendor's civil and professional liability;

17° Details of the insurance policy taken out by the purchaser to cover the consequences of certain cancellation types (policy number & name of insurer), as well as the details of the assistance policy covering certain specific risks, in particular repatriation costs in the event of an accident or illness; in such cases, the vendor must provide the purchaser with a document outlining at least the risks that are covered and those not included;

18° The date by which the vendor must be informed of the purchaser's decision to transfer the contract;

19° A commitment by the vendor to provide the purchaser, in writing, with the following information at least ten days ahead of the agreed departure date:  
The name, address and telephone number of the vendor's local representative or, failing that, the names, addresses and telephone numbers of local organizations capable of assisting the purchaser in the event of difficulties arising or, failing that, a telephone number where the vendor can be reached in case of emergency;

20° A clause providing for termination of the contract and reimbursement of all monies paid by the purchaser where there is failure to respect the mandatory provision of information stipulated in paragraph 13 of Article R. 211-4.

21° A commitment to provide the purchaser with the departure and arrival times, with adequate notice ahead of the journey or stay.

#### Article R211-7:

As long as the contract has yet to come into effect, the purchaser can transfer it to an assignee, who must meet the same conditions in respect of the journey or stay. Except where expressly stipulated, the assignor is required to inform the vendor of its decision by registered letter with notification of receipt no later than seven days before the beginning of the journey, fifteen days in the case of holiday cruises. Prior authorization from the vendor is in no way required for such transfers.

#### Article R211-8:

Where the contract includes the express possibility to revise the price, in respect of the provisions contained in Article L. 211-12, it must stipulate the precise methods for calculating any price variation, whether in terms of an increase or decrease, and in particular the amount of associated transport charges and taxes, the currency or currencies that may have an impact on the price of the journey or

stay, the portion of the price to which the variation applies, and the currency rate(s) being used to establishing the price that appears in the contract.

#### Article R211-9:

Where, prior to the departure of the purchaser, the vendor is forced to modify one of the core elements of the contract, such as a significant price increase, and disregards the obligation to inform the purchaser as stipulated in paragraph 13 of Article R. 211-4, the purchaser, without affecting its right to seek damages, and having been informed of the modification by the vendor using any means whereby receipt of this information can be verified, can take the following action:

- either terminate the contract and receive an immediate and complete reimbursement of all monies paid;
- or accept the modification or substitute package proposed by the vendor; in this case an additional clause stipulating the changes must be signed by both parties; a price decrease is to be deducted from any monies still owed by the purchaser or, if the payment already made by the purchaser exceeds the price of the modified service, the excess amount is to be returned to the purchaser prior to departure.

#### Article R211-10:

In the circumstances provided for in Article L. 211-14, where prior to the purchaser's departure the vendor cancels the journey or stay, the latter must inform the purchaser using any means whereby receipt of this information can be verified; the purchaser, without affecting its right to seek damages, then secures an immediate and complete reimbursement of all monies paid; and in this case the purchaser also receives compensation that is at least equal to the penalty that would have been due if the cancellation had been made by the purchaser on the same date. The provisions of this article in no way prevent the parties from reaching an amicable agreement whereby the purchaser accepts the substitute journey or stay proposed by the vendor.

#### Article R211-11:

Where, following the purchaser's departure, the vendor is unable to provide a significant proportion of the services outlined in the contract, and where this represents a non-negligible percentage of the price paid by the purchaser, the vendor must immediately take the following steps, without affecting the right of either party to claim damages:

- either offer replacement services in lieu of the agreed services, covering any additional costs involved, and, where the services accepted by the purchaser are of an inferior quality, reimburse the price difference upon the purchaser's return;
- or, where the vendor cannot offer any replacement services or where they are refused by the purchaser for valid reasons, provide the purchaser, at no extra cost, with the means to return to the departure location or any other location accepted by both parties in conditions deemed to be equivalent to those of the originally planned journey. The provisions of this article are applicable where there is a failure to respect the obligation stipulated in paragraph 13 of Article R.211-4.

# SPECIFIC TERMS OF SALE

*Last updated: Apr. 19, 22*

## Definitions

The terms used in this document are defined as follows:

- « Customer » means individual acting on personal or professional interests but without relation to hotel activity.
- The "RÉSIDENCE ALBA ROSSA" correspond to the trading name of the firm SERAL, which is the legal name.
- "Deposit" means the amount which must be delivered on registration to guarantee your reservation.
- "Security deposit" means the amount which must be delivered on arrival, corresponding to the amount withheld for any damage caused, robberies or others material harm of the accommodation unit.
- "Additional services" means leisure activities or payable on site or free of charge (car park, baby rental...).

## 1. Scope of application

Unless specific overriding terms and conditions are expressly agreed between the Service Provider "RESIDENCE ALBA ROSSA" and the Customer, these specific terms and conditions of sale apply to hotel reservation and additional services.

Unless expressly stated otherwise, these terms and conditions define the rights and obligations of the parties which are communicated to the customer at the time of booking and available on the website [www.residencealbarossa.com](http://www.residencealbarossa.com)

The customer is deemed to have consented to, understood and agreed with anything contained in those terms and conditions before proceeding the reservation.

## 2. Conditions of registration and booking terms

Every registration must be accompanied by a payment corresponding to 30% of the total cost of your stay.

Your booking will only become effective after this deposit has been recorded.

Your commitment therefore becomes final on payment of this deposit.

Your credit card is required to guarantee your reservation.

Upon receipt of your deposit, the reservation will be definitive and you will receive a written confirmation of **RESIDENCE ALBA ROSSA**. The reservation means that you accept the general sale conditions and that you can be held as responsible for individuals who are travelling with you.

If you indicate on the reservation form a wish (choice of the number of an apartment, exposition, floor, view, etc...) the **RESIDENCE ALBA ROSSA** will try to satisfy your expectations as far as possible, subject to availability. The **RESIDENCE ALBA ROSSA** does not insure such a requirement in any way.

## Absence of the right of withdrawal

In accordance with article L121-20-4 of the Consumer Code, the right of withdrawal is not applicable to service providers in the fields of accommodation, transport, food and drink, or leisure activities due to be provided at a specific date or period.

## 3. Payment

To guarantee your reservation, you should provide your bank details, using a retail card according to our bank card payment methods mentioned hereafter -indicating directly in the area provided for this purpose (secure entry by SSL encryption) on website- the card number without spaces, its expiration date and the card security code. This guarantee is asked as a prepayment or as a guarantee of the reservation or as a full payment in case of preferential rates.

The full price of your booking plus additional services is payable at the latest on arrival.

Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for any reason attributable to the customer will lead to cancellation of the order at the customer's expense, without prejudice to any civil or criminal action that may be brought against the customer.

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#### 4. Methods of payment

At the time of booking, you will be asked to pay 30 % of the cost of your stay by any method of payment:

- Cash (\*)
- Bank retail card (\*\*)
- Check and voucher (\*\*\*)
- Bank transfer (\*\*\*\*)

Foreign nationals will be asked to proceed the payment by bank retail card, bank transfer or cash (\*).

Payments are to be submitted to the following address: **RESIDENCE ALBA ROSSA**, 20 140 SERRA DI FERRO (FRANCE).

(\*)Cash: payment on site, at the reception desk only, excluding deposit at the time of booking.

(\*\*)Bank retail card: Visa, Eurocard/Mastercard, American Express

(\*\*\*)Check and voucher: Holiday vouchers (ANCV), Bank check payable to **RESIDENCE ALBA ROSSA** or **SERAL**

(\*\*\*\*)Bank transfer details: IBAN code FR76 1027 8079 0600 0204 8304 001 / BIC code CMCIFR2A. Account holder : **SARL SERAL**, chez RESIDENCE LES CALANQUES, Route des Sanguinaires 2000 AJACCIO.

#### 5. Prices

Prices are indicated in euros, per apartment, included the VAT at the current rate and are established according to economic data in place when the prices were set.

A change in the applicable taxes can lead us to alter the prices. Updating of prices will be shown on website.

Any further modification in the current rate of VAT or the creation of any new taxes on the services presented in this brochure, occurring between the moment when the prices are fixed and the moment of billing, will automatically alter the final price, so that the amount of the services before taxes remains unchanged.

The accommodation prices are indicated per accommodation and per night basis and depending on the length of stay.

Prices include the provision of overnight accommodation all taxes, charges (water, electricity, heating), services such as bed-and-bathroom linen (depending on the length of stay),

the end-of-stay cleaning and a first aid kit. Prices exclude tourist local tax.

In case of an incorrect price display, clearly erroneous, **RESIDENCE ALBA ROSSA** may have the right to cancel the booking, whatever the reason may be (technical problem, mistake due to human intervention...).

#### 6. Accommodation

We would remind you that the accommodation provided has a specific number of occupants mentioned in the booking and cannot be occupied by a larger number of people.

**RESIDENCE ALBA ROSSA** cannot be held responsible for damages caused by a higher number of people.

We would like to remind you that children are also considered as individual occupants, except children under 2.99 years old.

Our accommodations are provided for a specific number of occupants as following:

- One-bedroom Apartment with or without Garden View: 4 occupants (maximum guest without baby) + 1 guest (\*)
- One-bedroom Apartment with Sea View: 4 occupants (maximum guest without baby) + 1 guest (\*)
- One-bedroom Villa with Garden View: 4 occupants (maximum guest without baby) + 1 guest (\*)
- One-bedroom Villa with Sea View: 4 occupants (maximum guest without baby) + 1 guest (\*)
- Two-bedroom Apartment with Sea View: 6 occupants (maximum guest without baby) + 1 guest (\*)
- Superior One-bedroom Apartment with Mezzanine: 6 occupants (maximum guest without baby) + 1 guest (\*)
- Two-bedroom Villa: 8 occupants (maximum guest without baby) + 1 guest (\*)
- Superior Two-bedroom Apartment with Mezzanine and Sea View: 10 occupants (maximum guest without baby) + 1 guest (\*)

The Customer is strictly expected to occupy its dedicated accommodation unit and only this one,

according to the information communicated in the booking confirmation process. Should the Customer take the decision to occupy another accommodation unit than those which has been allocated in the confirmation booking and during the allocation of the keys, the **RESIDENCE ALBA ROSSA** reserves the right to invoice the harm caused, corresponding to an occupied accommodation unit from another customer in the same period of time or to the price difference between the room booked and the one really occupied.

Failure to comply with those requirements will result consequently in additional costs. **RESIDENCE ALBA ROSSA** reserves the right to retain compensation payable backed by invoices, for the harm inflicted (price difference at the same period between the booked-accommodation and the upper one/higher class...).

(\* Request for an extra cot / bed is subject to availability and accommodation typ.

#### 7. Additional services

Our accommodation rates do not include, or partially include, additional services mentioned in our brochure, in our website, or on site.

Some of them are free of charge others imply an extra cost.

We advise you to contact the reception desk for further information.

**RESIDENCE ALBA ROSSA** strongly advises you to reserve any additional service in advance.

**RESIDENCE ALBA ROSSA** offers you free wireless access on site in all rooms and apartments.

Free Wi-Fi access is only intended to be available for the accessing of emails and low volume use of the internet. We do not warrant that the Service will be uninterrupted, timely, secure or error-free at all times or will meet your requirements. We do not guarantee the speed at which information may be transmitted or received via the Service even if we will endeavor to make it available 24 hours a day and to guarantee the speed.

#### 8. Amendments/ Cancellation of the stay by the customer

Any request to reduce the length of your stay will be deemed by **RESIDENCE ALBA ROSSA** to be a partial cancellation and will be subject to the cancellation terms referred to the conditions hereafter.

The **RESIDENCE ALBA ROSSA** will endeavor to accept your requests to change the type of apartment as far as possible and subject to availability. We remind you that the **RESIDENCE ALBA ROSSA** is not obliged to act on it.

If the value of your booking (excluding optional services) after the amendment is lower than the value of the booking before the amendment, **RESIDENCE ALBA ROSSA** reserves the right to retain the all amount of the initial booking referred to the following conditions of cancellations.

Should the Customer would like to extend the stay, the **RESIDENCE ALBA ROSSA** requires from the Customer to create a new reservation, subject to availability, prices and offers for the selected period.

In the event of cancellation you must notify us either by post (registered letter) to the following address: **RESIDENCE ALBA ROSSA**, 20 140 SERRA DI FERRO, or by fax +33 (0)4 95 78 44 07 for the attention of «service annulations», or by e-mail to the following address: [reservation@residencealbarossa.com](mailto:reservation@residencealbarossa.com)

Any cancellation or amendment of the reservation lead to allowance, defined hereafter. These allowances are retained, if there is a cancellation or if the amendment of the initial reservation cannot be satisfied.

The date of cancellation is determined by the date of receipt of notification.

You will receive a written confirmation of **RESIDENCE ALBA ROSSA** which serves as formal reply.

Extensions will require a new reservation for the additional date(s), subject to availability and prevailing rates.

For stays more than 7 nights,

- Free of charge if cancelled 30 days prior to arrival,
- From the 29th day prior to arrival, 30 % of the total cost of the stay will be charged.
- In the event of a no-show, 100% of the total cost of the stay will be charged.

For stays less than 7 nights,

- Free of charge if cancelled 15 days prior to arrival,
- From 14 days prior to arrival, 30% of the total cost of the stay will be charged.
- In the event of a no-show, 100% of the total cost of the stay will be charged.

In case of cancellation after multiple bookings, **RESIDENCE ALBA ROSSA** will apply these cancellation conditions to every cancelled stays.

#### 9. No show at the stay venue

If you do not show up at your stay venue, we will retain 100% of the total cost of the stay, all accommodations and services included, except in case of force majeure.

In cases of force majeure or under unforeseeable circumstances, no charges will be applied as defined in the article 1148 of the French Law Courts.

#### 10. Relocation

If the chosen hotel is not available, or in the event of force majeure, the hotel has the option of relocating the customer (for all or part of their stay) to a different hotel of an equivalent -standard for the same type of services. The extra charges incurred by this relocation are borne by the **RESIDENCE ALBA ROSSA**.

### 11. Stays and offers non-refundable / non-amendable / non-exchangeable

#### 11.1 Preferential rates (lower rates for longer stays, Early bookings rates,...)

Some of our prices are named « preferential rates ». This name concern all special rates or offers such as early booking rates, last minute rates, extended stay rates or loyalty programs.

The term “preferential” refers to the character of non-exchangeable, non-refundable, non-amendable and non-modifiable items. This rate is not combinable with any other offers and promotions.

The following conditions replace the specific conditions detailed before laid down in article 8.

#### 11.2 Subscription and booking terms

Full pre-payment is required at the time of booking. According to the preferential rates agreed upon the **RESIDENCE ALBA ROSSA**, the subscription of the booking is therefore final and irrevocable. You have no right of withdrawal.

#### 11.3 Prices/rates

Under no circumstances, special offers and discounts can have a retro-active effect. The discounts and offers mentioned in the brochure, on site or on website are only applicable on one unique booking; any other services are excluded. These offers are subject to specific terms and conditions communicated with the actual offer and can be withdrawn at any time.

#### 11.4 Alteration or cancellation

A change or cancellation request will not be accepted; no refund is possible as the offer is non exchangeable, non refundable, non amendable. 100 % of the total cost of your stay will be required in case of cancellation or alteration.

#### 11.5 Extending your stay

Should the Customer would like to extend the stay, the **RESIDENCE ALBA ROSSA** requires from the Customer to create a new reservation, subject to availability, prices and offers for the selected period.



## 12. Specific terms and conditions of "flexible" offers

Some of our holiday offers are marked / mentioned as "FLEXIBLE OFFERS". For these offers, the following conditions replace the conditions for cancellation and modification detailed in article 8.

### 12.1 Amendments /cancellation policy related to "flexible" offers

Any request to reduce the length of your holiday will be deemed by RESIDENCE ALBA ROSSA to be a partial cancellation and will be subject to the cancellation terms referred to the conditions hereafter.

We will endeavor to accept your requests to change the type of apartment as far as possible and subject to availability. We remind you that the RESIDENCE ALBA ROSSA is not obliged to act on it. If the value of your booking (excluding optional services) after the amendment is lower than the value of the booking before the amendment, RESIDENCE ALBA ROSSA may be able to retain the all amount of the initial booking referred to the following conditions of cancellations.

In the event of cancellation you must notify us either by post (registered letter) to the following address: RESIDENCE ALBA ROSSA, 20 140 SERRA DI FERRO, or by fax +33 (0)4 95 78 44 07 for the attention of «service annulations», or by e-mail to the following address: [reservation@residencealbarossa.com](mailto:reservation@residencealbarossa.com)

The date of cancellation is determined by the date of receipt of notification.

You will receive a written confirmation of RESIDENCE ALBA ROSSA, which serves as formal reply.

Should the Customer would like to extend the stay, the RESIDENCE ALBA ROSSA requires from the Customer to create a new reservation, subject to availability, prices and offers for the selected period.

Any cancellation or amendment of the reservation lead to allowance, defined hereafter. These allowances are retained, if there is a cancellation or if the amendment of the initial reservation cannot be satisfied.

For stays more than 7 nights,

- o Free of charge if cancelled 7 days prior to arrival,
- o If cancellation request is made less than 6 days prior to arrival, 30 % of the total cost of the stay will be charged.
- o In the event of a no-show, 100% of the total cost of the stay will be charged.

For stays of less than 6 nights,

- o Free of charge if cancelled 3 days prior to arrival,
- o If cancellation request is made less than 2 days prior to arrival, 30% of the total cost of the stay will be charged.
- o In the event of a no-show, 100% of the total cost of the stay will be charged.

In case of cancellation after multiple bookings, RESIDENCE ALBA ROSSA will apply these cancellation conditions to every cancelled stays.

## 13. Covid-19 refund guarantee

For any request of cancellation or date change related to Coronavirus travel restrictions set by competent national authorities, affecting a participant of the stay and/or having an impact on the total stay period(\*\*), 100% of the amount paid for accommodation and services (direct bookings only) will be refund up to departure day by cash and/or by voucher (\*\*\*) if one of the following circumstances mentioned below applies:

1. Border closures or travel limitations set by authorities (home country or destination);
2. A recommendation from the government of your country against non-essential travel to the destination region;
3. Lockdown in your home area or holiday destination;
4. Property closure.

*Change/cancellation request must be made at the earliest 30 days before the date of departure and must be made up to one day before arrival. Offer valid for any booking made before 30/06/2022.*

*Offer valid according to availability. If these conditions occur during the stay, the unused nights will be refunded. Offer not valid for a stay paid by voucher. A stay paid by credit voucher will be refunded with a new voucher issued by the property for a future stay with the same amount.*

*This guarantee does not apply to other reasons such as: beaches closed, bars and restaurants closed, personal concerns, partially closed infrastructures. Circumstances known at the time of booking are excluded (measures and requirements made by public authorities already in place at the time of booking, non-exhaustive list). For any other reason of requesting change or cancellation, the terms of sale on your original booking apply.*

*(\*\*)Proof will be required or depending on government official measures taken between booking and arrival date.*

*(\*\*\*) Customer will have to pay the difference for any future stay more expensive than original one and if the amount is less, than the original one, the original value will be charged on the price of the new stay, and the balance will be carried over to a new voucher to be spent on another stay. Credit voucher is not transferrable. The voucher is personal and may not be assigned or otherwise transferred to another part.*

*Customer will have to pay the difference for any future stay more expensive than original one and if the amount is less, than the original one, a credit voucher will be issued.*

*If original booking is related to a non-refundable rate, date change may be possible without any fee or the amount that you already paid will be refunded by voucher only valid for a period of one year .*

#### 14. Business stays and leisure groups

##### i. Application of the General Sales Conditions

The General Sales Conditions are applicable to the hotel accommodation, food and beverage services and the meetings organization, provided by the **RÉSIDENCE ALBA ROSSA**.

These General Sales Conditions are conveyed to the Customer, at the same time of the provided quotation, enabling the Customer to make his reservation. Every reservation implies a full and unconditional acceptance of the Customer of these

conditions, excluding flyers, commercial documents and the like.

In the event of inconsistency between the signed contract and the General Sales Conditions, the provisions of the quotation are applicable.

In the event of specified contractual arrangements different from the General Sales Conditions, these conditions will be applicable.

##### ii. Reservation

###### a. Formation of the contract

The contract of the provisions of services (meetings organization, accommodation, food and beverage services) shall take effect on the Customer's acceptance in writing. The contract must be duly date and signed with the mention "Agreed and Signed", by the Customer and accompanied by a copy of the General Sales Conditions duly initialed.

###### b. The guarantee of the reservation

The contract, duly date and signed, shall be accompanied by a pre-payment, as defined in the article 1.2.vii. Failure to pre-pay the reservation, the **RÉSIDENCE ALBA ROSSA** does not guarantee the booking and the room availability. However, the Customer remains bound to the General Sales Conditions regarding the payment and cancellation terms, as defined in the articles 12.vii and 12.v.

##### iii. Reservation process

The Customer shall send by writing (fax or mail) to the **RÉSIDENCE ALBA ROSSA** the rooming list (list of the participants and the room allocation), not later than one month before the arrival date. This rooming list does not serve for the billing basis. The amendment of the room units is considered as a cancellation, giving rise to the application of the article 12.v.

The residence units, which have been booked, shall be made available for the Customer from 4pm on the arrival date.

The residence units must be released not later than 10.00am on the departure day. After this deadline passed, an extra cost might be required on the basis of the current public rate.

#### iv. Modification of the services

Any amendment request regarding the signed contract shall be addressed to the **RÉSIDENCE ALBA ROSSA**. Any amendment request will be confirmed by email by the residence. This confirmation email acts as a confirmation of the amendment request.

#### v. Cancellation terms

The billing, made on basis of the services booked, the Customer is to be asked to pay greater attention to these following cancellation terms:

The cancellations, to all or part of the initial booking, shall be addressed to the residence. The change of date, the modification of the number of attendees or the length of stay is considered as a cancellation and will result to the application of the cancellation conditions, as defined hereafter, unless previously agreed in writing.

- Between 90 days to 60 days: 30% of the total amount of the stay.
- Between 56 days to 45 days: 50% of the total amount of the stay.
- Between 44 days to 30 days: 75% of the total amount of the stay.
- From 29 days to the no-show: 100% retained of the total amount of the stay.

#### vi. Prices

Prices are expressed in euros, according to a minimum of attendees.

Prices are valid for a period of time and during the given booking option time.

Once prices are confirmed, they are firm during 15 days from the quotation date sent to the Customer.

After this deadline passed, prices are subject to change and a new contract will be made by the residence. Prices can be modified in cases of legislative or regulatory change, resulting in a VAT change, new taxes, etc.

In any event, if the price order (the number of room units, meals, and meetings rooms) fell below the initial price of the contract, the Customer could be

allocated new prices because of undervalued services.

#### vii. Payment process

The payment process is defined as follow:

- On the confirmation day: 1<sup>st</sup> payment of 30% of the total amount of the stay,
- 45 days before the arrival date: 2<sup>nd</sup> payment of 20% of the total amount of the stay,
- The balance being payable not later than 1 month before arrival date.

The amount of these payments will be deducted from the final invoice (balance) subject to the possible application of cancellation fees. Unless otherwise specified in the contract itself, the invoices of the balance shall be payable upon receipt of the invoice. In the event of disagreement of all or part of the invoice, the Customer is to be asked to pay without delay the uncontested part and to indicate in writing to the residence the reason of the contestation.

The payment of the extra (bar, phone...) and others services will be supported by the participants themselves before their departure. If several participants fail to pay the extra (not included in the contract), the invoice will be addressed to the participant who commit itself to pay at the front desk.

### 1.5. Check-in / Check-out

The room units are considered available from 4:00 pm.

The keys will be issued from 4:00 p.m. on the day of your arrival if the payment and the deposit have been made. A valid passport or identity card must be presented on arrival as well as a security deposit (cash or credit card imprint) on the same day. If not, **RÉSIDENCE ALBA ROSSA** may have the right to resell the related accommodation within 24 hours.

The keys and room units must be returned before 10:00 am on the day of your departure.

After this time, unless expressly stated otherwise, failure to do so shall result in the customer being billed for an extra night.

We would like to draw your attention to the fact that on high season arrival and departure are on Saturday. We advise you to contact the hotel.

If you cannot arrive at the specified time due to a major difficulty, it is essential that you inform the residence so that in certain cases you can obtain the access codes. They will then make arrangements directly with you so that you can obtain the keys to your accommodation when you arrive.

### 16. Inventory

Upon your arrival to the Residence, you will be given an inventory form that describes the contents and state of your accommodation.

It is important that you take several minutes to complete this form. This document will be used at the time of your departure to assess any damages and liabilities.

This inventory form must be signed and returned to the Front desk within 24 hours maximum after your arrival.

If you do not return the form to the reception, or if you fail to note deficiencies, you will be held accountable for any damages found at the end of your stay. After this deadline passed, you shall be deemed to have accepted the conformity of the equipment and no contest will be admissible.

### 17. Security Deposit

At the beginning of your stay, on arrival, you will be required to pay a security deposit of 300€. It will be refunded to you at the end of your stay, after you have paid for any additional services used on site, minus any compensation payable, backed by invoices, for any damage noted during the pre-departure inventory carried out in your presence, for unpaid services or loss of keys. Retention of the deposit does not exclude any additional compensation if the repair costs exceed the amount of the deposit.

You will not be given the keys to accommodation if you do not pay the security deposit. The security deposit should be paid by check or bank card regarding to the payment methods mentioned before.

For any stay 7 nights or less, you should provide your bank details as a guarantee for any additional services used on site or any damage as mentioned before. Therefore, the residence will request you upon arrival the authorization to debit the credit card in case of harm, damages, losses previously mentioned.

### 18. Minors

We would like to draw attention to the fact **RÉSIDENCE ALBA ROSSA** is not adapted to operate collective or individual stays out of the parental home for minors under the age of 18 who are not accompanied by their legal representatives. **RÉSIDENCE ALBA ROSSA** reserves the right to refuse access to accommodations that has been reserved in ignorance of this provision, for minors aged less than 18 years. **RÉSIDENCE ALBA ROSSA** reserves the right to cancel the stay immediately, if it is discovered that the apartment accommodates minors aged less than 18 years who are not accompanied by their legal representatives.

### 19. Pets

Well behaved pets are welcome including a fee per pet depending on the length of stay. Guide and Assistance dogs are exempt from these charges. Pets are accepted subject to conditions; upon presentation of anti-rabies vaccinations certificate and a declaration of dangerous dog's breeds and with a maximum of one pet per accommodation. For hygienic reasons, pets are not permitted in catering spaces and prohibited in pool areas. They should always be on a leash in common areas and taken outside the property for nature's needs. It is forbidden to leave the pet alone in the rental. Pets are not allowed to jump on sofas, beds or any other feature.

The pet's owner will be liable and subsequent charges will be levied on or after departure should any damage be sustained to the hotel property or should there be a requirement for industrial level cleaning. Indeed in case of any damage, soiling - either voluntarily or not- on walls, floors, furniture or other item, and if any accommodation bactericidal disinfection is needed, a fee of at least 150 € may be charged to the pet's owner.

## 20. In-house home rules

To make things easier for you during your stay, in-house hotel rules are posted on spot. Please read and abide by them. As a reminder of the background here, any booking implies the present hotel in-rules agreement.

The customer agrees and undertakes to use the rental responsibly. In a general way, customers shall have to pay for all forms of damage, soiling, or stubborn dirt- either voluntarily or not- that may be caused by them or its pairs during their stay at the residence's property to cover the costs of repair or replacement work. In case of damage or infraction observed after departure, the residence reserves the right to charge customer's credit card.

Any behavior contrary to good morals and public order contrary to the present in-house hotel rules (posted on spot and on website), will therefore result in the residence asking the customer to leave the establishment without any compensation and/or without any reimbursement if payment has already been made.

In accordance with the law in force in any French public places, as well we would like to remind you that on spot, smoking is forbidden in indoor areas and outdoor closed or covered areas (common areas and accommodation, etc.). Only accommodation's private terrace is available to smokers. Failure to observe this rule will involve compensation of at least 150€ for obvious safety and hygienic reasons as well as comfort. This charge may also apply in case of any unnecessary sounding of the alarm, due to smoking in the rental, requiring restoring the fire safety system. Deodorization of the accommodation due to smokers shall involve compensation too. These regulations also apply to electronic cigarettes users.

Some precautions should be taken to avoid spoiling your stay: lock your windows and doors when leaving your accommodation. Items left in your rented accommodation are to be saved.

In order to observe the peace and quiet of all, please do respect your neighbor's tranquility, especially between 10.00 pm and 8.00 am; avoid slamming doors. Any noise caused by tenants or tenants' animals which may compromise the property's quiet may result in the residence asking the customer to leave the spot (art. R.1334-30 er R; 1334-31 of the Public Health Code). Any noise, which has involved reimbursement to customers affected by the damage, shall be charged to the

tenant responsible for it. The compensation will be charged on its credit card. The **RESIDENCE ALBA ROSSA** reminds that the property is a place to rest. Any commercial trade on spot is forbidden.

**RESIDENCE ALBA ROSSA** cannot be held responsible for any road works or building work undertaken by the commune or by private individuals, near the sites rented out.

## 21. Interrupted stays

No shortened or interrupted stay or unused service shall be refundable for any reason whatsoever.

## 22. Residence description and prices

The **RESIDENCE ALBA ROSSA** would like to draw your attention to the fact that the accommodations and services presented are for information purposes only.

Although every effort is made to ensure that the photographs, graphic images and text used to depict as best as possible the hotel, variations may occur, as a result of any change of furniture or refurbishment.

In this case, the Customer is not entitled to make any claim.

The **RESIDENCE ALBA ROSSA** shall not be held responsible for the content of tourist information (leisure activities provided close to the residence, surroundings, etc.) mentioned on site, in the brochure or on website and advise you to contact the providers to have accurate information. Hyperlinks may link to websites other than the **RESIDENCE ALBA ROSSA** site. **RESIDENCE ALBA ROSSA** accepts no responsibility for the content of these websites or the services featured on them.

All rates and dates have to be confirmed by the reception desk upon booking.

## 23. Complaints

Any complaints concerning a stay should be sent by registered letter at the PO Box laid down in article 20, within 30 days following the stay.

In your letter, please specify the name of the person who booked the stay, the booking number, the dates of your stay and the type of apartment

booked in order to facilitate the processing of your claim.

Please also enclose all documentary evidence to enable us to process your claim as quickly as possible.

**RÉSIDENCE ALBA ROSSA** draw your attention to the fact that our reception desk is at your disposal during your stay to respond to your complaints, resolve any problems and enable you to enjoy your stay to the full. Simply contact them with any requests.

The longer you take to inform us of your claim, the more difficult it becomes to deal with it in your best interests.

#### 24. Personal data

In accordance with Act no. 78-17 of 6 January 1978, modified by Act no. 2004-801 of 6 August 2004 on computer data, computer files and individual liberties, we inform you that we may transmit information that we have collected concerning you to third parties for canvassing purposes, in particular, those that are commercially-related.

Under Act no. 78-17 of 6 January 1978 modified by Act no. 2004-801 of 6 August 2004 on computer data, computer files and individual liberties, you have a right of access, rectification or opposition to the processing of the information concerning you. To exercise this right, contact **RÉSIDENCE ALBA ROSSA** (SERAL) by registered letter at the PO Box; 20 140 SERRA DI FERRO (France) or by email, at [reservation@residencealbarossa.com](mailto:reservation@residencealbarossa.com)

#### 25. Applicable Law and jurisdiction

The current terms and conditions are subject to French law.

In the event of litigation, only the French courts will be qualified.

Résidence Alba Rossa\*\*\*

20 140 SERRA DI FERRO

+33 (0)4 95 76 12 42 ☒ +33 (0)4 95 78 44 07

Site web: [www.residencealbarossa.com](http://www.residencealbarossa.com) Mail: [reservation@residencealbarossa.com](mailto:reservation@residencealbarossa.com)