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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;

Résidence Côté Mer\*\*\*

Esplanade Jean Baumel, 34 280 LA GRANDE MOTTE

☎+33 (0)4 63 05 32 00 ✉ +33 (0)4 67 02 89 79

Site web: [www.residencecotemer.com](http://www.residencecotemer.com) Mail: [contact@residencecotemer.com](mailto:contact@residencecotemer.com)

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

Résidence Côté Mer\*\*\*

Esplanade Jean Baume, 34 280 LA GRANDE MOTTE

+33 (0)4 63 05 32 00 ☒ +33 (0)4 67 02 89 79

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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.

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Site web: [www.residencecotemer.com](http://www.residencecotemer.com) Mail: [contact@residencecotemer.com](mailto:contact@residencecotemer.com)

## SPECIFIC TERMS OF SALE

*Last updated : Mar. 28, 19*

### Definitions

The terms used in this document are defined as follows:

- « Customer » means the reserve of a hotel accommodation, acting on personal or professional interests but without legal relation to the hotel activity.
- "SERCOM" means the legal name of the **RESIDENCE COTE MER**, which is the trading 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 COTE MER**" and the Customer, these specific terms and conditions of sale apply to any reservation.

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.residencecotemer.com](http://www.residencecotemer.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 COTE MER**. The reservation means that you accept the general sale conditions and that you undertake to take cognizance of these General Sales Conditions and that you accept it without qualifications or limitations.

You acknowledge that you are over the age of eighteen years and you dispose of the full legal capacity.

If you indicate on the reservation form a wish (choice of the number of an apartment, exposition, floor, view, etc...) the **RESIDENCE COTE MER** will try to satisfy your expectations as far as possible, subject to availability. The **RESIDENCE COTE MER** 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 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 holiday 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: SERCOM, 145 Avenue Clément Ader, 34170 CASTELNAU-LE-LEZ (France)

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

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

(\*\*\*) Check and voucher: Holiday vouchers (ANCV), Bank check payable to SERCOM

(\*\*\*\*)Bank transfer details: IBAN code FR76 3000 3014 3000 0201 0059 447 / code BIC SOGEFRPP. Account owner: SARL SERCOM, 145 Avenue Clément Ader, 34170 CASTELNAU-LE-LEZ (France)

#### 5. Prices

Prices are indicated in euros, per apartment, including 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, 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 COTE MER 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 COTE MER cannot be held responsible for damages caused by a higher number of occupants, as defined in our booking terms.

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:

- Studio Or Studio with Disability Access : 2 occupants
- Superior studio : 4 occupants
- Sea Front Superior Studio: 4 occupants
- Sea Front One-bedroom Apartment Or Sea Front One-Bedroom Apartment with Disability Access : 4 occupants
- Sea Front Superior One-Bedroom Apartment : 6 occupants
- Sea Front Two-Bedroom Apartment Duplex : 6 occupants
- Sea Front Superior Two-Bedroom Apartment With Terrace : 6 occupants

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 an other accommodation unit than those which has been allocated in the confirmation booking and during the allocation of the keys, the RESIDENCE COTE MER reserves the right to invoice the harm caused, corresponding to an occupied accommodation unit from an other 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 COTE MER reserves the right to retain compensation payable backed by invoices, for the

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harm inflicted (price difference at the same period between the booked-accommodation and the upper one/higher class...).

(\* ) Request for a cot is subject to availability.

### 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 implies an extra cost.

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

**RESIDENCE COTE MER** strongly advise you to reserve any additional service in advance.

**RESIDENCE COTE MER** 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 holiday will be deemed by **RESIDENCE COTE MER** 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 COTE MER** 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 COTE MER** 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 COTE MER**, Esplanade Jean Baumel 34280 LA GRANDE MOTTE (FRANCE), or by

fax +33 (0) 4 67 02 89 79 for the attention of «service annulations», or by e-mail to the following address: [contact@residencecotemer.com](mailto:contact@residencecotemer.com).

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

You will receive a written confirmation of **RESIDENCE COTE MER** which serves as formal reply.

Should the Customer would like to extend the stay, the **RESIDENCE COTE MER** 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 30 days prior to arrival,
- o From the 29th day 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 15 days prior to arrival,
- o From 14 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 COTE MER** 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.

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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

In the event of unavailability of the chosen residence, or in a case of force majeure, the residence reserves the possibility of fully or partially relocating the customer to an equivalent category residence for the same type of services exclusively, with all costs involved in the transfer being payable by the chosen residence, which cannot be asked for payment of any additional compensation.

## 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 COTE MER, 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.

### 11.5 Extending your stay

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

## 12. 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 RESIDENCE COTE MER.

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, hotel 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 12.vii. Failure to pre-paid the reservation, the RESIDENCE COTE MER 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.

The contract should be made of a reservation of 3 hotel units or more, and/or, of a reservation regarding a minimum of 9 participants.

### iii. Reservation process

The Customer shall send by writing (fax or mail) to the **RÉSIDENCE COTE MER** 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 hotel units, which have been booked, shall be made available for the Customer from 5pm on the arrival date.

The hotel 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 COTE MER**. 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% retained of the total amount of the stay.

-Between 59 days to 45 days: 50% retained of the total amount of the stay

-Between 44 days to 30 days: 75% retained 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: 1st 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.

## 13. Check-in / Check-out

The room units are available from 5pm.

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The keys will be issued from 5 p.m. on the day of your arrival if the payment and the deposit have been made. If not, **RESIDENCE COTE MER** may have the right to resell the related accommodation within 24 hours of your arrival.

The keys 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.

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.

#### 14. 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 maximum 24 hours 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.

#### 15. Security Deposit

At the beginning of your stay, on arrival, you will be required to pay a security deposit of 250€. 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 6 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 these harm, damages, losses previously mentioned.

#### 16. Minors

We would like to draw attention to the fact **RESIDENCE COTE MER** 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. **RESIDENCE COTE MER** reserves the right to refuse access to accommodations that has been reserved in ignorance of this provision, for minors aged under 18 years. **RESIDENCE COTE MER** reserves the right to cancel immediately the stay, if it is discovered that the apartment accommodates minors aged under 18 years.

#### 17. Pets

For hygiene reasons, pets are not permitted.

#### 18. In-house hotel 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, accommodation and patio). 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 et 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 COTE MER** reminds that the property is a place to rest. Any commercial trade on spot is forbidden.

**RESIDENCE COTE MER** cannot be held responsible for any road works or building work undertaken by the commune or b

### 19. Interrupted stays

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

### 20. Hotel description and prices

**RESIDENCE COTE MER** 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 residence, 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.

**RESIDENCE COTE MER** 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 COTE MER'** site. **RESIDENCE COTE MER** 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.

### 21. 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 holiday, the booking number, the dates of your holiday 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.

**RESIDENCE COTE MER** draw your attention to the fact that our reception desk is at your disposal during your holiday to respond to your complaints, resolve any problems and enable you to enjoy your holiday 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.

## 22. 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 **SERCOM** (Résidence Côté Mer) by registered letter at the PO Box; 145 Avenue Clément Ader, 34170 CASTELNAU-LE-LEZ or by email, at [contact@residencecotemer.com](mailto:contact@residencecotemer.com)

## 23. 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.