



/ General terms and conditions of sale

In accordance with article R. 211-12 of the French Tourism Code, the provisions of articles R. 211-3 to R. 211-11 of that code are reproduced below:

Article R. 211-3

Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel or accommodation services shall be subject to the delivery of appropriate documents that comply with the rules set out in this section. In the case of the sale of air transport tickets or scheduled transport tickets not accompanied by services connected with such transport, the seller shall issue to the customer one or more tickets for the entire journey issued by the carrier or in its behalf. In the case of transport on request, the name and address of the carrier on whose behalf the tickets are issued must be mentioned. The separate invoicing of the various elements of the same tourist package does not exempt the seller from the obligations imposed on him by the regulatory provisions of this section.

Article R. 211-3-1

The exchange of pre-contractual information or the availability of contractual conditions shall be made in writing. They may be made electronically in accordance with the conditions of validity and practice provided for in Articles 1369-1 to 1369-11 of the Civil Code. The name or business name and the address of the seller and its company registration provided for in Article L. 141-3 or, if applicable, the name, address and registration with the federation or union mentioned in the second paragraph of Article R. 211-2.

Article R. 211-4

Prior to the conclusion of the contract, the seller must communicate to the customer information on prices, dates and other constituent elements of the services provided during the trip or stay such as:

1. the destination, method, characteristics and categories of transport used;
2. the type of accommodation, its situation, its level of comfort and its main characteristics, its certification and tourist classification in accordance with the regulations or customs of the host country;
3. the meal options proposed;
4. the description of the itinerary when related to a tour;
5. administrative and health formalities to be carried out by nationals or by nationals of another Member State of the European Union or of a State party to the Agreement on the European Economic Area, in particular in cases of crossing boundaries as well as the time these formalities will take to complete;
6. visits, excursions and other services included in the package or possibly available for an extra charge;
7. the minimum or maximum size of the group permitting the journey or stay to take place and, if the journey or the stay is subject to a minimum number of participants, the deadline for informing the customer in the event of cancellation of the journey or stay; this date may not be set at less than twenty-one days before departure;
8. the amount or percentage of the price to be paid as a deposit on agreement of the contract and the schedule for payment of the balance;
9. the procedures for price revision as provided for in the contract pursuant to Article R. 211-8;
10. the contractual cancellation conditions;
11. the cancellation conditions defined in Articles R. 211-9, R. 211-10 and R. 211-11;
12. information concerning the optional subscription to an insurance contract covering the consequences of certain types of cancellation or of an assistance contract covering certain specified risks, in particular repatriation costs in the event of an accident or illness;

13. where the contract contains air transport services, the information on each leg of the flight, pursuant to Articles R. 211-15 to R. 211-18.

Article R. 211-5

The information previously given to the customer commits the seller, unless in the case where the seller expressly reserves the right to modify certain elements. The seller must, in this case, clearly indicate to what extent this change may occur and to what elements. In any event, changes to information previously given must be communicated to the customer before the contract is concluded.

Article R. 211-6

The contract concluded between the seller and the customer must be in writing, drawn up in duplicate, one of which shall be delivered to the customer and signed by both parties. Where the contract is concluded by electronic means, Articles 1369-1 to 1369-11 of the Civil Code are applied. The contract must contain the following clauses:

1. the name and address of the seller, its guarantor and its insurer as well as the name and address of the organiser;
2. the destination or destinations of the trip and, in case of multi-centre holidays, the different periods and their dates;
3. the means, characteristics and categories of the transport used, the dates and places of departure and return;
4. the type of accommodation, its situation, its level of comfort and its main characteristics and its tourist classification according to the regulations or customs of the host country;
5. the proposed meal options;
6. the itinerary in the case of a tour;
7. the visits, excursions or other services included in the total price of the trip or stay;
8. the total price of the services invoiced and the indication of any change to this invoice under the provisions of article R. 211-8;
9. the indication, where appropriate, of the fees or charges for certain services, such as landing, disembarkation or embarkation charges in ports and airports or tourist taxes when not included in the price of the services provided;
10. the timing and terms of payment of the price; the last payment made by the customer cannot be less than 30% of the price of the trip or stay and must be made at the time of delivering the documents necessary for the trip or the stay;
11. the particular conditions requested by the customer and accepted by the seller;
12. the manner in which the customer may make a claim against the seller for non-performance or improper performance of the contract, which claim must be sent as soon as possible, by any means allowing an acknowledgment of receipt to the seller, and, where appropriate, notified in writing to the tour operator and the service provider concerned;
13. the deadline for informing the customer in the event of the cancellation of the trip or the stay by the seller where the trip or stay is linked to a minimum number of participants, in accordance with the provisions of point 7 of Article R. 211-4;
14. the cancellation conditions of a contractual nature;
15. the cancellation conditions 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 cover under the insurance contract covering the consequences of the professional civil liability of the seller;
17. the information concerning the insurance policy taken out by the customer covering the consequences of certain types of cancellation (policy number and name of the insurer) as well as those concerning the assistance contract covering certain specific risks, in particular repatriation costs in the case of accident or sickness; in this case, the seller must provide the customer with a document specifying at least the risks covered and the risks excluded;
18. the deadline for informing the seller in case of a transfer of the contract by the customer;
19. the agreement to provide the customer, at least ten days before the scheduled departure date, with the following information:
 - a) the name, address and telephone number of the local representative of the seller or, if there is no such representative, the name, address and telephone number of the local bodies which may assist the customer in the event of difficulty or, failing that, a telephone number making it possible to establish contact with the seller as a matter of urgency;
 - b) for travel and stays of minors abroad, a telephone number and an address for allowing direct contact with the child or the person in charge at the place of his stay;
20. the clause allowing cancellation and refund without penalties of the sums paid by the customer in case of non-respect of the obligation of information provided for in the 13 of the article R. 211-4;
21. the agreement to provide the customer with the departure and arrival times in good time before the start of the journey or the stay.

Article R. 211-7

The customer may assign his contract to an assignee who fulfils the same conditions as he does to make the journey or stay, as long as the journey or stay has not yet begun. Unless more favourable to the assignor, the latter is obliged to inform the seller of his decision by any means allowing an acknowledgment of receipt at the latest seven days before the beginning of the trip. In the case of a cruise, this period is extended to 15 days. This transfer is not subject, under any circumstances, to prior authorisation by the seller.

Article R. 211-8

Where the contract contains an express possibility of price revision, within the limits laid down in Article L. 211-12, it must specify the precise methods of calculating the price variations, both upwards and downwards, and in particular the amount of transport costs and taxes relating to them, the currency or currencies which may affect the price of the journey or stay, the proportion of the price to which the variation applies, and the rate of the currency or currencies used as a reference when drawing up the contract price.

Article R. 211-9

Where, before the customer's departure date, the seller is obliged to make a change to one of the essential elements of the contract such as a significant increase in the price and where he fails to comply with the obligation to inform referred to in point 13 of Article R. 211-4, without prejudice to any claims for contingent losses sustained, and after having been informed by the seller by any means allowing an acknowledgment of receipt, the customer may:

- either terminate his contract and obtain the immediate reimbursement of the sums paid without penalty;
- or accept the change or substitute trip proposed by the seller; an amendment to the contract specifying the changes made is then signed by the parties; any reduction in price shall be deducted from any sums still due from the customer and, if the payment already made by the customer exceeds the price of the modified service, the overpayment must be refunded to him before the date of his departure.

Article R. 211-10

In the case provided for in Article L. 211-14, when the seller cancels the journey or the stay before the customer leaves, he must inform the customer by any means allowing him to obtain an acknowledgement of receipt; the customer, without prejudice to any claims for contingent losses sustained, obtains from the seller the immediate reimbursement of the sums paid and without penalty; the customer receives, in this case, an indemnity at least equal to the penalty he would have incurred if he had cancelled on that date. The provisions of this Article shall in no case prevent the conclusion of an amicable agreement with the aim of the acceptance by the customer of a substitute trip or stay proposed by the seller.

Article R. 211-11

If, after the customer's departure, the seller is unable to provide a substantial part of the services provided for in the contract representing a significant percentage of the price paid by the customer, without prejudice to any claims for contingent losses sustained, the seller must immediately take the following steps:

- either offer services in replacement of the services anticipated by bearing any additional cost and, if the services accepted by the customer are of inferior quality, the seller must reimburse him, upon his return, with the difference in price;
- or, if he cannot offer any replacement benefit or if it is refused by the customer for valid reasons, he must provide the customer, at no additional price, with tickets to ensure his return under conditions which may be deemed equivalent to the place of departure or to another place agreed upon by both parties.

The provisions of this Article shall apply in the event of failure to comply with the obligation laid down in point 13 of Article R. 211-4.

Terms and conditions

Arrival times are normally scheduled in the afternoon from 4pm to 7pm. Departure times are normally scheduled in the morning up till 11am.

Reservation

All reservation requests must be accompanied by a deposit of 30% of the total amount of your stay, the registration fee and, if applicable, the entire insurance premium. The balance must be paid 30 days before the start of the stay without a reminder from us, in the absence of this balance we reserve the right to consider your registration cancelled and to apply the fixed-rate cancellation fees provided for in Article 4.

After payment of the balance of your stay, we will send you a confirmation of your stay including all the necessary practical information. Payment by credit card guarantees the reservation and ensures the payment of the stay.

It is agreed that in the event of discontinuance:

- Where the amount paid for the reservation is described as a deposit, in the case of a rental contract, where the tenant reserves the right to cancel, he pays the landlord a sum of money called a "deposit" which, where the rental does not take place, this sum will be retained as compensation.

For any cancellation or modification, we require a written confirmation to acknowledge receipt. Fixed-rate cancellation fees will be retained as follows:

- 30 € in case of cancellation more than 30 days before the start of the stay.
- 25% of the total amount in case of cancellation between 29 and 15 days before the start of the stay.
- 75% of the total amount in case of cancellation between 14 and 3 days before the start of the stay.
- 100% of the total amount in case of cancellation less than 3 days before the start of the stay or in case of non-arrival on the stated day of arrival.

Any stay interrupted or shortened, for whatever reason, shall not give rise to a refund.

Tenant's obligations

There is an obligation to occupy the premises personally, to live them with due care and attention and to maintain them properly. All installations are in working condition and any claim concerning them occurring more than 3 days after taking over possession of the premises cannot be accepted. Repairs made necessary by negligence or poor maintenance during the rental will be charged to the tenant. There is an obligation to ensure that the neighbours' tranquillity is not disturbed by the actions of the tenant or his family.

The premises are rented furnished with kitchen equipment, tableware, glassware, blankets and pillows, as described in the attached document. Where appropriate, the owner or his representative shall be entitled at the time of the tenant's departure to claim from the tenant the total replacement value of articles, furniture or equipment which are broken, cracked, chipped or damaged, and, for those items whose wear is excessive for the period of the rental, the price of cleaning dirtied blankets, an indemnity for damage of any kind concerning curtains, wallpaper, ceilings, rugs, carpets, windows, bedding, etc.

The present conditions of sale are applicable to the organisation of stays and tourist packages within the meaning of articles L. 211-1 and L. 211-2 of the Tourism Code.

In accordance with article R. 211-12 of the Tourism Code, the provisions of articles R. 211-3 to R. 211-11 of the same code are reproduced in this document:

Reservation

Any reservation request must be accompanied by a deposit of 30% of the total amount of your stay, the registration fee and, if applicable, the entire insurance premium. The balance must be paid 30 days before the beginning of the stay without a reminder from us, otherwise we reserve the possibility of considering your registration cancelled and apply the fixed-rate cancellation fees stated in this document. For reservations made less than 30 days before the start of the stay, full payment is required at the time of booking. Most of our stays are 7 nights. We remind you that a dwelling intended for a given number of occupants, can under no circumstances be inhabited by a greater number of persons. After payment of the balance of your stay, we will send you an accommodation voucher including all the necessary practical information. Payment by credit card guarantees the reservation and ensures the payment of the stay.

Our prices

Our rates are inclusive of taxes and include Value Added Tax at the current rate. Any subsequent modification of the VAT rate in force or any creation of new taxes on the services appearing on this website, arising between the time when the tariffs have been determined and invoicing, will be liable to a change in the tax-inclusive price.

Our prices do not include: the registration fee, the weekly or per stay charge for your pet, the deposit you pay on arrival and which is refunded after your stay (subject to inventory made at your departure), any additional services (e.g. television rental, bed linen or towel rental) or additional services, or end-of-stay cleaning.

Tourist tax and participation in eco-recycling

A tourist tax, collected on behalf of the local authorities, is not included in our rates. This is to be settled locally for the whole stay or on a per-night basis according to the requirements of the local authorities.

An eco-recycling participation, not included in our tariffs, may be collected for the preservation of the environment and for waste sorting. This is to be paid locally for the whole stay or on a per-night basis in certain establishments.

Promotions

Promotions and discounts are never applied retrospectively.

Baby kit

When it is available, we strongly advise you to book it before your arrival, at the time of making the reservation or directly with the establishment concerned.

Animals

Pets are only accepted at certain sites and are subject to a fee to be paid on arrival. It is recommended to contact the establishment concerned directly to make sure that the pets are accepted there as well as any conditions relating to their presence. The presence of pets can in no case cause any inconvenience to neighbours (noise, hygiene, smell etc.), and is strictly prohibited near swimming pools. Hazardous or aggressive animals and animals other than cats, dogs or ferrets are not accepted. Please bring your animal's health record book with you.

Housekeeping

You must return your accommodation in a perfect state of cleanliness. In the majority of our establishments, you can request that the cleaning is carried out by us, for a cleaning fee starting from 40 €, to be paid locally.

Foreign nationals

We recommend that you consult the consulates of each country about any visa requirements. We are not responsible for persons who have not complied with the regulations in force.

Holiday vouchers (such as "Chèques-Vacances")

City Residence is approved by the National Agency for "Chèques Vacances". We accept these vouchers in settlement of our rental services in France or for destinations in the European Union. We advise you to send them to us duly filled in by registered letter with acknowledgment of receipt.

Arrivals and departures

In most of our sites in France, arrivals are scheduled between 3pm and 7pm with a departure from your accommodation before 11am and in a perfect state of cleanliness.

Internal regulations

In order to make the life of all residents enjoyable, internal regulations are displayed in our establishments. We thank you for reading and respecting them. We also inform you that all our accommodation is "non-smoking".

Liabilities

We would like to inform you that, in accordance with the legislation in force, the provision of tourist accommodation does not fall under hoteliers' liability. Consequently, City Residence cannot be held liable for personal effects lost, forgotten, stolen or damaged, in particular occurring in your accommodation, common parts of the premises or adjoining car parks. We remind you that you are responsible for the security of your accommodation during your stay and that it is your responsibility to ensure this accordingly. Some precautions can help you avoid any potential problems, such as closing your windows before leaving the premises and securing your door with the key.

Applicable Law - Competent Jurisdictions

These conditions are subject to French law. In case of disputes, these will be submitted to the French courts.