

General Terms and Conditions of Sale City Résidence

These General sales terms apply to all reservations made in one of our properties, whatever channel used to do so.

Article 1: Reservation

Confirmation of reservation:

A reservation for an apartment at City Résidence is only valid after receiving a written confirmation from us. City Résidence will send an email acknowledgment of receipt to the customer, summarizing and confirming their booking. In the case of online bookings made on our website, the emailed acknowledgment of receipt of the booking summarizes the contract offer, the services booked, prices, terms of sales relating to the selected tariff and accepted by the customer.

The services included (breakfast, parking, etc.) are specified on your reservation. The customer making a reservation by our website, telephone or fax, is irrevocably bound to the acceptance of these General Conditions of Sale and the reservation cannot be called into question except in application of the article "cancellation". The reservation will only be effective if it is guaranteed by the customer, either by communicating a credit card number with validity date or by payment of a deposit or a total prepayment, and after receipt of a reservation confirmation.

In the case of a reservation without prepayment requested, a pre-authorization will be carried out to verify the validity of the credit card given as a guarantee.

The hotel reserves the right to refuse any reservation in the event that the credit card number is incorrect (pre-authorization refused) or the reservation is incomplete.

Any booking is personal and cannot be transferred to a third party under any circumstances, whether free of charge or in return for payment.

Group reservation:

For any reservation of 4 apartments or more, specific "group" sales conditions apply and a prepayment of 30% of the total amount will be requested upon reservation.

You may also be asked for a deposit.

Taxes:

Prices are per night, in Euros and including VAT. Any modification or introduction of new legal taxes introduced by the competent authorities will be automatically reflected in the prices indicated on the invoice date.

A tourist tax, collected on behalf of the municipalities, is not included in our rates. This is to be paid on site on a flat-rate basis or per night depending on the municipality.

An Eco Recycling contribution, not included in our prices, can be collected for the preservation of the environment and the sorting of waste. This is to be paid on site on a flat-rate basis or per night depending on our establishments.

Ressortissants étrangers

We recommend you to check with the consulate of each country for visas if one is needed. We are not responsible for people who do not comply with applicable regulations.

Article 2: Rates

Prices are per night, in Euros and including VAT.

Obvious errors and mistakes (including misprints) are not binding.

Promotions and discounts are not retroactive.

Prices are flexible and variable according to the application of various customizable criteria such as the date of reservation, the date of beginning of the stay, the duration of the stay, the type of the Apartment (studio, 2 rooms, etc.), the additional services (breakfast, parking, etc.).

Decreasing rates may apply depending on the length of stay.

For any stay of more than 7 days, a deposit may be requested.

The examples of prices indicated "FROM" in the communication media and on the website indicate the best available price over the defined period and are only valid for the dates and cities indicated. They do not apply to all dates.

Article 3 : Payment

The following means of payment are authorized at City Résidence:

- Bank card
- Cash
- Holiday vouchers
- Bank transfer

When registering the reservation, a pre-authorization debit from the credit card may be made. This will be done for informational purposes, and will in no case be a debit from the account except in the following cases:

- Promotional offer "non-cancellable-non-refundable" with full prepayment
- If the validity date of the credit card is earlier than the arrival date.
- Group reservation (more than 5 rooms/apartments or more than 20 people)

Payment for all services will be made directly to the hotel.

For reservations made by a company for its employees, a direct debit authorization form will have to be completed to authorize payment of the reservation by the company in question.

Article 4 : Modification

It is possible to modify your reservation only if your reservation conditions allow it. Any modification request must be sent by email to reception or by telephone. The modification will only be effective after a written validation of the reception.

We cannot guarantee the availability of rooms; therefore, in the event that a modification is not possible, the customer should accept the original reservation or will be subject to the cancellation conditions linked to his reservation, in accordance with the article "Cancellation", if he wishes to cancel.

For reservations made from our partners' website, the modification must be made from their website. When you have benefited from a promotional offer bookable from a specific number of nights and you reduce your stay, please



note that the rates are subject to change. The reverse is also possible. If you decide to add more nights to your reservation, this may allow you to take advantage of a current offer. Please contact the concerned reception for more information.

Article 5: Cancellation

Any reservation made by the customer who has received confirmation from City Residence services by telephone, fax or internet corresponds to the opening and processing of the customer's file.

Any cancellation must be notified to us in writing (email or fax). In the event of cancellation of the reservation, cancellation compensation is automatically and without formalities received in accordance with the following rules:

- In case of a cancellation up to 48 hours before arrival, no charges are due
- In case of a late cancellation, the amount of the first night is due
- In case of a no-show, the full amount of the reservation has to be paid.

It is recalled that in accordance with Article L. 121-20-4 of the French Consumer Code, the customer who has made an online reservation does not benefit from the right of withdrawal attached to distance selling.

Please note that different conditions apply for group bookings (more than 4 rooms or more than 20 people).

"Non-refundable" offers do not give right to any refund from City Résidence.

For reservations made via the website of our partners, cancellation must be made via this site.

Article 6: Establishments and their services

Check-in and check-out:

It is essential to respect the arrival and departure times of the residence. A supplement may be charged in the event of failure to comply with the maximum departure time.

Early arrival or late departure can be arranged (at an additional cost) upon request from reception.

In case of arrival after opening hours, reception must be notified at least 24 hours in advance.

In most of our residences in France, arrivals are scheduled from 3p.m. and your accommodation must be released before 11 a.m. the day of departure and in a perfect state of cleanliness.

You will be required to provide a valid ID upon arrival.

Baby bed:

When a baby bed is proposed in one of our residence, we strongly advise you to book it before your arrival, when booking or directly with the establishment concerned.

Pets:

Pets are only accepted in some establishments and are subject to an additional charge to be paid on arrival. It is highly recommended to contact directly the establishment concerned to ensure that pets are accepted and the conditions of their presence.

Their presence can not cause any inconvenience to the neighbourhood (noise, hygiene, odour ...), they are strictly prohibited around swimming pools. Dangerous or aggressive animals as well as "new pets" are not accepted. We thank you for bringing the animal health record with you.

For safety and hygiene reasons, our animal friends are not allowed in our breakfast rooms.

Cleaning:

Prices for stays lasting 8 nights or more include weekly housekeeping* and end-of-stay housekeeping.

Prices for stays of up to 8 nights do not include housekeeping services. Housekeeping services may be arranged directly at the Aparthotel's reception, and an additional charge will be made, if applicable. *Weekly housekeeping includes cleaning of the Apartment (excluding kitchen and dishes) and a change of bedlinen and towels.

For the check out, the kitchen and dishes must be cleaned and tidied.

Occupation:

An Apartment is designed to hold a fixed number of occupants corresponding to the rental and must never be occupied by a larger number of people. All children aged 2 and above are regarded as persons in their own right and are included in the occupancy of the Apartment. City Residence informs you that extra beds cannot be added to the Apartments (excepted for baby cot, available on request).

Minors:

Your attention is drawn to the fact that our Aparthotels do not form part of a Holiday and Leisure Centre within the meaning of French Decree no. 2002-883 of 3 May 2002, and are not suitable for group or individual stays away from the family home involving minors under the age of 18, who are not accompanied by their statutory representatives. City Residence reserves the right to deny access to an Apartment that has been booked by anyone unaware of this requirement, for the benefit of minors under the age of 18 who are not accompanied by their statutory representatives and present themselves at the Aparthotel reception; and to cancel the stay immediately. Likewise, City Residence shall be entitled to cancel the booking at any time before the stay begins, if it discovers that the Apartment will be occupied by minors under the age of 18, who are not accompanied by their statutory representatives.

Article 7 : Règlement intérieur

In order to facilitate your stay, internal regulations are displayed in our establishments. We thank you for reading it and respecting it. We inform you that all of our accommodations are "non-smoking".

The client accepts and agrees to use the apartment with due diligence. Also any behaviour contrary to morals and public order will cause the establishment to ask the customer to leave the property without any compensation and or without any reimbursement if a payment has already been made.

All our establishments offer free WI-FI access allowing customers to connect to the Internet. The Customer undertakes that the IT resources made available to him by City Résidence will not be used in any way for the purposes of reproduction, representation, making available or communicating to the public works and objects protected by copyright or by a neighboring right, such as texts, images, photographs, musical works, audiovisual

works, software and video games, without the authorization of the holders of the rights provided for in Books I and II of the Code of intellectual property when this authorization is required.

The Customer is required to comply with the security policy of the establishment's internet access provider, including the rules for the use of the means of securing implemented in order to prevent the illicit use of resources, and to refrain from any act undermining the effectiveness of these means. If the Customer does not comply with the above mentioned obligations, he would risk being accused of an offense of counterfeiting (article L.335-3 of the intellectual property code), punishable by a fine of 300,000 euros and three years' imprisonment.

In the event of default by the occupant of the obligations imposed on him hereunder, in particular non-compliance with the internal regulations, we reserve the right to interrupt his stay.

Article 8 : Dislodgement

In the event of non-availability of the establishment or in the event of force majeure, the latter reserves the right to have the client fully or partially accommodated in a hotel of a similar or higher category, offering services of the same nature. The transfer will be the responsibility of the establishment, which cannot be sought in payment of any additional compensation.

Article 9 : Complaints

Any complaint must be addressed to the head office of City Residence, within 15 days after the departure of the stay which is the subject of such claim. Upon expiry of this period, no complaint can be taken into account.

Article 10 : Mediation

In accordance with order no. 2015-1033 of 20 August 2015 and implementing decree no. 2015-1382 of 30 October 2015, any consumer dispute or litigation, subject to article L.152-2 of the French Consumer Code, may be settled out of court by mediation with the CM2C - Centre de la Médiation de la Consommation de Conciliateurs de Justice.

Cannot be reviewed by the mediator, disputes for which the request is manifestly unfounded or abusive, or has been previously examined or is being examined by another mediator or by a court, or if the consumer lodged his request with the mediator within a period exceeding one year from his written complaint to City Résidence or if the dispute does not fall within the scope of the mediator's competence, or finally if the consumer does not justify attempting, beforehand, to resolve their dispute directly with City Résidence by a written complaint.

To submit your dispute to the mediator, you can:

» Fill out the form on the CMA2C website: www.cm2c.net tab "CONSOMMATEUR" > "DÉCLARER UN LITIGE" > enter the name : Pierreval Exploitation

- or send your request by standard or registered mail to CM2C, 49 Rue de Ponthieu, 75008 PARIS,

- or send an email to cm2c@cm2c.net.

Regardless of the means used to enter the CM2C, your request must contain the following elements to be processed promptly:

- Your postal address
- Email and telephone numbers as well as the full name and address of the City Residence establishment where you stayed,
- A brief statement of the facts
- Proof of the preliminary steps with City Residence.

Article 11 : "Information Technology and Freedom"

Pursuant to Law 78-17, known as the Data Protection Act, customers are warned that their reservation is subject to computerized nominative processing. Users have a right to access and rectify the data entered, which is exercised at the head office: 3 boulevard René Descartes, 86360 Chasseneuil-du-Poitou.

Please note that some residences have a video surveillance system in place.

Article 12 : Responsibilities

City Résidence declines any responsibility in the event of theft, loss or damage to customers' belongings during their stay.

The customer will be held responsible for any damage, any degradation, any act of vandalism that may occur due to the occupation of the premises and/or due to the participants and/or due to the staff of the residence, to movable property, decoration and real property belonging to the establishment or not.

As a result, City Résidence can ask the customer to leave the establishment without any compensation and reserves the right to invoice the total amount necessary for the restoration of the apartment as well as the resulting costs (losses of operations due to the immobilization of the room...).

The premises are rented furnished with kitchen equipment, dishes, glassware and pillows. If necessary, the establishment will be entitled to claim from the tenant at his departure: the total value (at the replacement price) of objects, furniture or equipment broken, cracked, chipped or damaged and those whose use have exceeded normal usage for the duration of the rental, a compensation for deterioration of any kind regarding curtains, wallpapers, ceilings, rugs, carpet, windows, bedding, etc...

Article 13 : Correspondence

City Résidence reserves the right to use your email address to send you all the information needed regarding your stay. An email may also be sent to you at the end of your stay asking for your opinion and asking you to complete a satisfaction survey.

Article 14 : Applicable law

These General Terms and Conditions of Sale are governed by French law. This is the case for the substantive rules as for the formal rules. The disputes will fall within the exclusive jurisdiction of the French courts. The customer acknowledges having read these General Conditions and undertakes to comply with them. These conditions of sale can be changed at any time and the applicable conditions will be those in effect on the date the reservation is made.

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 favorable 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 authorization 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.