

# Terms and Conditions of SALE

## 1. Applicable legal system\*

Appart'City is a trademark of SAS Appart'City, registered in the RCS (Trade and Companies Register) of Montpellier under number 490 176 120, whose head office is located at 125, rue Gilles Martinet, 34070, Montpellier, hereinafter the operating company. To this end, it offers accommodation in furnished units.

These terms and conditions of sale apply to all bookings made with our accommodation providers (called 'aparthotels'), subject to the regulations applicable to 'residences with services' or 'tourist residences', made up of furnished units offering temporary stays of a few days to a few months. These furnished accommodation units are by no means intended to be main residences or even second homes; as such, no-one may set up residence in them on either a continuous or interrupted basis. The Customer undertakes to have a main residence for the duration of his/her stay. No commercial, craft or professional activities may be carried out in the accommodation. This agreement cannot be considered as a hotel contract in the sense that the services typically included in this kind of contract are not guaranteed. The services offered are not included in the price and are only offered as an extra, so customers can enjoy their stay independently.

Booking a stay, regardless of the sales channel, implies prior acceptance of these terms and conditions of sale, which shall prevail over all other prior conditions and even any terms and conditions of purchase. The Customer acknowledges that he/she received a readable and understandable copy of these terms and conditions of sale, as well as all the information listed in Article L.221-5 of the French Consumer Code, prior to the booking.

He/she states that he/she was aware of and accepted these terms and conditions of sale prior to the booking and, if the sale was made online, ticked the box provided for this purpose before starting the booking procedure, as well as accepting the terms and conditions of use of the website [www.appartcity.com](http://www.appartcity.com).

Unless proven otherwise, data recorded in Appart'City's IT system constitutes proof of all transactions concluded with the Customer. The Customer is hereby informed that his/her IP address is recorded at the time of booking.

It should be noted that photos shown on booking sites are not contractually binding.

Rules and regulations are available in all our residences, either via a notice board or folder with open access.

Any faults or damage must be reported on arrival; otherwise, the Customer is assumed to have taken possession of the accommodation unit, furniture and equipment in good condition.

\* For Switzerland please refer to specific terms and conditions available at : <https://www.appartcity.com/fr/cgv.html>

## 2. Bookings

All bookings are personal and may not, under any circumstances, be transferred to a third party, whether free of charge or for payment.

Given the nature of the services provided, the booking made by the Customer does not benefit from any right of cancellation pursuant to Article L.221-28 para. 12 of the French Commercial Code. The agreement is final from the time of booking and no cancellation option is provided for in these terms and conditions.

### 2.1 Standard bookings

A booking for an accommodation unit in an Appart'City residence is only valid following written confirmation of the reservation by Appart'City and prior acceptance of the terms and conditions of sale.

Furthermore, in order to be considered confirmed, the booking must be **guaranteed** by either:

- a credit card number (Carte Bleue, Visa, Eurocard/Mastercard and American Express are accepted except for Visa Electron, Maestro, and prepaid cards) valid for the duration of the stay, which may be extended, that can be debited by Appart'City, including to cover cancellation fees under the conditions and within the limits provided for in Article 3 of these terms and conditions of sale. See also Article 6 on the guarantee.

OR

- payment of a deposit by bank transfer for an amount equivalent to 1 night for a stay of 1-4 nights, or equivalent to 25% of the total cost of the stay (up to one month) for a stay of 5 nights or more.

Only the credit card holder can make the payment at the residence. The same card, as well as identity documents, must be shown before the keys are provided.

### 2.2 Non-cancellable, non-refundable, non-exchangeable, non-amendable bookings

Given the discounted rates, some bookings cannot be cancelled or exchanged, the date or number of people cannot be changed and refunds cannot be made. Consequently, the provisions of Article 3 do not apply.

Nor shall any refund be made in case of no-show.

Whatever the reasons for the cancellation or the date on which the booking is cancelled, a penalty equal to the total amount of the stay, including any additional services booked and billed, shall be deducted.

In case of non-cancellable, non-refundable, non-exchangeable, non-amendable bookings, full payment for the stay shall be made on confirmation of the booking. The booking shall therefore only be considered confirmed once total payment for the stay has been received in full.

The credit card used to make the booking, as well as identity documents, must be shown on arrival before the keys are provided.

### 2.3 Group Reservation

A "group" reservation refers to a booking for more than seven (7) apartments, within the same establishment and during the same period, made by the same person (individual or legal entity) or several persons on behalf of that person.

Every reservation must be paid in full, including all taxes, as follows:

- 30% of the total amount, including all taxes, upon confirmation of the group, by bank transfer. Confirmation must be made no later than 30 days before the group's arrival.

- The balance (70%) of the total amount, including all taxes, is due no later than 07 days before the group's arrival, by bank transfer.

In case of non-payment of our invoices on their due dates, the amounts owed will automatically accrue interest, without formal notice, at the legal interest rate in force, without this clause affecting the enforceability of the debt.

### 2.4 Semi-Flexible Booking, known as "Semi-Flex"

The following specific conditions apply only to semi-flexible bookings, known as "Semi-Flex".

The "Semi-Flex" option can be offered for stays of 1 to 4 nights. The credit card used to make the reservation and a valid ID (passport, ID card, or residence permit) must be presented at reception upon arrival before the keys are handed over. Failure to provide all these documents will be considered a no-show with the consequences indicated below. By express derogation from the provisions of these general conditions, notably Article 3, stays booked under the "Semi-Flex" option can be canceled free of charge up to 21 days before the arrival date at noon (Paris time).

After this period:

- No total or partial cancellation, exchange, date or person modification, or refund can be made.

- No refund will be given in case of no-show.

- Any total or partial cancellation or no-show will result in a penalty equal to the full amount of the reserved stay, including any additional services.

## 3. Cancellation or amendment of bookings

### 3.1 Before arrival

#### 3.1.1 Terms for full cancellation

- Stay of 1-4 nights: Free of charge up to midday (PARIS TIME) on the day of arrival. After this time, an amount equivalent to one night shall be payable;
- Stay of 5-27 nights: Free of charge up to midday (PARIS TIME) 2 days before the day of arrival. After this time, 25% of the total amount of the stay shall be charged;
- Stay of 28 nights or more: Free of charge up to midday (PARIS TIME) 15 days before the day of arrival. After this time, 25% of the total amount of the stay shall be charged (up to one month).

These terms apply only to the bookings referred to in 2.1.

#### 3.1.2 Terms for partial cancellation

Partial cancellation is considered as any change to the length of stay, date, type of accommodation, number of occupants or place of stay originally booked and confirmed.

- Stay of 1-4 nights: Free of charge up to midday (PARIS TIME) on the day of arrival. After this time, an amount equivalent to one night shall be charged;
- Stay of 5-27 nights: Free of charge up to midday (PARIS TIME) 2 days before the day of arrival. After this time, 25% of the amount of the unused stay shall be charged;
- Stay of 28 nights or more: Free of charge up to midday (PARIS TIME) 15 days before the day of arrival. After this time, 25% of the amount of the unused stay shall be charged (up to one month).

These terms apply only to the bookings referred to in 2.1.

In order to be considered, notification of all cancellations (partial or total) must be sent:

- to Appart'City when the booking was made directly with Appart'City, either by email to the residence or through the MY ACCOUNT section of the online booking system if the booking was made through this channel ('www.appartcity.com');
- to the service provider used when booking the accommodation unit.

### 3.2 During the stay:

#### 3.2.1 Early departure

For stays of 4 nights or less, early departure is free of charge if notified before midday.

For stays of more than 4 nights, the following penalties shall be applied:

- early departure is free of charge if it is notified at least 28 days before the date of departure;
- if the departure is notified fewer than 7 days before the actual date of departure, 30% of the remaining amount shall be charged;
- if the departure is notified between 7 and 27 days before the actual date of departure, 25% of the remaining amount shall be charged.

Given the sliding scale of rates, Customers who wish to reduce the length of their stay should bear in mind that the price they benefited from may be increased from the first night.

#### 3.2.2 Extension:

As of the date of notification of the extension request, the rate for the additional nights will be updated on the basis of the rate in effect on that date. It is specified that this update will not be retroactive. This extension does not require staying in the same accommodation unit and is subject to availability for the total length of stay. If your stay exceeds 28 nights, an accommodation agreement shall be signed pursuant to Article 4.2.

### 3.3 Specific Group Cancellation Conditions

The following specific conditions apply only to "group" reservations as defined in Article 2.3.

#### 3.3.1 Total Cancellation Conditions

- Cancellation 30 days or more prior to arrival: no charges;
- Cancellation between the 29th day and the 22nd day before arrival: 30% of the Net Global Amount of the reserved stay (accommodation and services) will be due to APPART'CITY;
- Cancellation between the 21st day and the 14th day before arrival: 50% of the Net Global Amount of the reserved stay (accommodation and services) will be due to APPART'CITY;
- Cancellation between the 13th day and the 8th day before arrival: 75% of the Net Global Amount of the reserved stay (accommodation and services) will be due to APPART'CITY;
- Cancellation 7 days or less before arrival: 100% of the same Net Global Amount;
- No show on the day of arrival: 100% of the same Net Global Amount.

#### 3.3.2 Partial Cancellation – Modification of the Number of Rooms

Within an equal or lower range of 20% of the initially confirmed number of rooms: In case of an increase in the number of rooms, the availability request must be addressed to the relevant establishment, which will confirm based on its availability.

In case of a decrease in the number of rooms, the following penalties will apply:

- Cancellation until the day of arrival: no cancellation fees, up to a limit of 2 rooms.
- No show on the day of arrival: 100% of the canceled net global amount.

## 4. Arrival

The accommodation units are available from 3pm or 4pm (local time) depending on the residence. Early arrival is possible subject to availability and for an additional charge.

### 4.1 Late arrival

In case of arrival outside opening hours, the amount stated in the booking terms shall be debited on the day of arrival.

### 4.2 Arrival procedure for all stays

For all stays and as a guarantee, a credit card number (valid for the duration of the stay) must be provided on the day of arrival, before the keys are provided. The Customer must also show the credit card used for the booking as well as an original copy of his/her proof of identity.

Payment for the accommodation shall be made in full **on the day of arrival**, before the keys are provided.

The Customer may be asked to pay 250 euros as a guarantee to cover any property damage or other problems caused during the stay in accordance with Article 4.3.1 with the exception of the amount (see terms and conditions of the residence).

Pursuant to the French Code of Entry and Residence of Foreigners and of the Right to Asylum, all Customers of foreign nationality, including citizens of the European Union, shall be asked on arrival to complete an individual registration form that may be pre-completed by Appart'City and accompanied by proof of identity. This form must be kept for 6 months and may be provided to the police on request.

Refusal to complete or sign this form is considered legitimate grounds for refusal of sale.

In order to verify the Customer's nationality and the requirement to complete this form, **valid proof of identity must be shown on arrival.**

## 4.3 Stay of 28 nights or more

### 4.3.1 Security deposit

A security deposit shall be required for all stays of 28 nights or more, before the keys are provided. This security deposit shall be collected on arrival with the price of the first month and may be made by credit card imprint or bank transfer.

The amount of the security deposit is equal to a stay of 1 month with no additional charges. After the departure, the restitution, if it is due, will be made as soon as possible. This security deposit may be used as payment for unpaid stays and charges, in case of intentional or accidental damage, for cleaning charges, to replace items noted as missing at the time of the Customer's departure and, more generally, for the proper performance of the accommodation agreement. The relevant amount shall be debited from the credit card. See Article 6 on the guarantee.

The guarantee may also be used by Appart'City in case of cancellation fees, full or partial non-payment of amounts owed to the operating company for the provision of accommodation and/or optional services, the cost of any repairs in the accommodation or communal areas or theft in the residence.

### 4.3.2 Accommodation agreement

For all stays of 28 nights or more, an additional accommodation agreement shall be entered into between the residence and the Customer at the time of arrival. The Customer must provide the documents referred to below; otherwise, the stay may not go ahead.

### 4.3.3 Documents to be submitted

- Original copy of valid identity card or passport;
- 3 most recent payslips;
- Current proof of address.

### 4.3.4 Inventory

An inventory shall be drawn up between Appart'City and the Customer on arrival and departure from the accommodation unit.

## **5. Staying in our residences – Departure**

### 5.1 Occupation

Since accommodation is booked for a set number of people, any change in the number of occupants shall be considered as a partial cancellation, giving rise to the application of the provisions relating to amendments to bookings provided for in Article 3.1.2 and the associated penalties.

The accommodation is free for children under two (2) staying in their parents' accommodation unit. It should be mentioned at the time of booking that cots and baby kits are provided free of charge subject to availability (see terms and conditions of the residence). Breakfast is free for children under 6 with paying adults.

### 5.2 Rules and regulations

The Customer undertakes to follow the rules and regulations given in the room directory of each accommodation unit, which lists all services and prices.

Appart'City reserves the right to enter the accommodation to carry out cleaning services, as well as to inspect the condition and security of the accommodation.

In case of failure by the Customer to fulfil his/her obligations under these terms and conditions, as well as the rules and regulations of the residence, Appart'City reserves the right to interrupt the Customer's stay.

### 5.3 Pets

Only dogs and cats weighing less than 30 kg are allowed in Aparthotels (without exceeding one pet per apartment). Category 1 and 2 dogs (and assimilated taking into account their morphological characteristics) classified as dangerous are prohibited throughout our residences. Pets that are allowed shall not interfere with the safety and tranquility of other persons on site and are not allowed to roam freely throughout the residences. They are not allowed near swimming pools, meeting, fitness or breakfast rooms. In any event, pets shall remain under the full responsibility of their owner. A daily-fixed rate must be paid and will be collected on site.

### 5.4 Transfer

If an exceptional occurrence makes it impossible for the Customer to take up residence in the accommodation, Appart'City may either offer a transfer, for all or part of the booked stay, to another residence providing similar services, with any additional costs relating to the transfer being paid by Appart'City, or refund any amounts already paid.

### 5.5 Appropriate use

The accommodation is provided in good condition, and the Customer undertakes to return it as such at the end of the stay. He/she shall use the rented accommodation and facilities peacefully and reasonably, pursuant to Articles 1728 and 1729 of the French Civil Code. The Customer must report any faults or damaged items as soon as he/she arrives at the accommodation (or as soon as reception opens in case of late arrival).

### 5.6 Departure

The accommodation units must be vacated no later than 10am or 11am (local time) depending on the residence. Late departure is possible subject to availability and for an additional charge.

Appart'City shall carry out a cleanliness inspection, it being specified that the kitchenette must in all cases be cleaned by the Customer.

Consequently, any lack of cleanliness, missing items or damage to property or goods shall be billed after departure.

### 5.7 Loss and damage

Any damage and/or non-return of equipment will be charged to the client who will bear the cost of repairing or replacing the equipment (in particular : keys, magnetic card).

## **6. Prices - Payment terms - Reimbursement**

### 6.1 Rates

Prices are flexible and vary according to different criteria and the personalisation of services, including the date of the booking, the start date of the stay, its length, the type of accommodation unit and additional services (breakfast, laundry, car park, etc.).

Prices are listed and payable in euros. They are understood to include VAT and to be per unit per night for the dates and length of stay chosen.

The price of the stay includes water and, for stays of fewer than 28 days, electricity. For all stays of 28 days or more, electricity shall be charged in addition to the price. In case of unreasonable water and electricity consumption, Appart'City reserves the right to charge the Customer an additional fee.

Tourist taxes and optional services are not included in the rate.

In addition to the accommodation, various services are provided such as breakfast, linen (sheets, towels), cleaning and dry cleaning. These services shall be billed in addition to the price of the stay, according to current rates on the day of the order. Payment shall be made in cash at the time of ordering the service.

Appart'City may change its rates at any time. In case of new laws or regulations that may result in a price change, such as changes to the VAT rate or the introduction of a new tax, these changes shall be reflected in the prices listed on the billing date.

In case of deferred payment granted to a company under a business agreement, non-payment of the invoice within the agreed time frame shall result in the automatic charging of a fixed sum of €40 (not subject to VAT) to cover internal recovery costs in addition to late penalties.

### 6.2 HARDSHIP - Unforeseen

In accordance with the Unidroit principles and, where applicable, Article 1195 of the Civil Code, if events have made performance more onerous than could reasonably have been foreseen at the time of conclusion of the contract, the parties are obliged, within a reasonable time after invoking this clause, to negotiate other contractual terms which reasonably take account of the consequences of the event, provided that the party invoking this clause proves :

1/ that the continued performance of its contractual obligations has become unduly onerous as a result of an event beyond its reasonable control which could not reasonably be expected to have been taken into account at the time the contract was concluded; and

2/ it could not reasonably have avoided or overcome the event or its consequences.

Where this clause applies, but the other party to the contract does not accept other contractual terms which would reasonably enable it to deal with the consequences of the event, the party invoking this clause is entitled to termination of the contract.

## **6.3 Payment terms**

Accepted payment methods include valid credit cards (Carte Bleue, Visa, Eurocard/Mastercard and American Express except for Visa Electron, Maestro, and prepaid cards), bank transfer, cash (up to the regulatory limit), some travellers cheques and gift vouchers (information available from the residence). Bank and postal cheques are not accepted.

Payment for the accommodation shall be made in full on the day of arrival, before the keys are provided.

For those staying for more than one calendar month, payment for the first calendar month shall be made on arrival. If the Customer arrives after the 20th of the month, the first payment shall cover the end of the current month and the following calendar month. Other payments shall be made before the 5th of each calendar month, for the current month.

Deposits paid at the time of booking (see 2.1) shall be deducted from the amount of the stay.

## **6.4 Guarantee**

At the time of booking, you will be asked for a credit card number valid for the duration of the stay and at least 15 days after the date of departure in order to guarantee your stay. Cancellation or 'no-show' fees and compensation may be debited from this card.

This guarantee may be used by Appart'City in case of non-payment by the Customer of amounts still owed for the stay, including additional services but also any damage caused to the apartment or the residence in general. The credit card given as a guarantee may be debited after departure up to the amount of the estimate for repairs to the accommodation.

## **6.5 Reimbursement**

Any refund shall be made in the same means that the related initial payment or any other appropriate means when necessary. Payments made by travelers cheques and gift vouchers shall only be refunded by a credit note with a limited period of validity.

## **7. Minors**

Accommodation units in Appart'City residences cannot accommodate minors under the age of 18 who are not accompanied by their legal guardians. Consequently, Appart'City reserves the right to refuse access to an accommodation unit that was booked in disregard of this rule. A booking or stay may be cancelled immediately if Appart'City discovers that the accommodation unit is intended to be occupied by unaccompanied minors. Under the same terms, Appart'City may end an ongoing stay at any time if it discovers that the accommodation unit is in fact occupied by a minor under the age of 18 who is not accompanied by his/her legal guardians.

## **8. Insurance - Liability**

Appart'City specifies that whatever the length of stay, it cannot be held liable for:

- Damage suffered by vehicles parked in outdoor or underground car parks;
- Damage suffered by third parties;
- Theft, damage or disappearance of personal effects in the accommodation units, including in personal safes, communal areas, car parks and all other annexes and outbuildings.

These terms and conditions of sale are subject to the regulations applicable to residences with services or tourist residences. Articles 1952 et seq. of the French Civil Code, relating to hotels, are not applicable.

When pets are permitted (this information can be obtained from the residence), their owners are fully liable for damage that may be caused to goods or persons. As such, on arrival they must show their insurance certificate, up-to-date vaccination record and, if applicable, licence.

You must take certain precautions to avoid any inconvenience, in particular ensuring that windows are shut properly. The front door must be locked and you must check, after using the key or swipe card that it does not open.

## **9. Data protection**

Appart'City's privacy policy is available:

- On our website at the following address: <https://www.appartcity.com/fr/rgpd.html>;
- In our residences, either via a notice board or folder with open access.

You have the opportunity to register for free on the BLOCTEL telephone marketing opt-out list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) in order to no longer receive unsolicited phone calls from a professional with whom you do not have an ongoing contractual relationship, in accordance with the law n°2014-344 of March 17, 2014, regarding consumer protection.

## **10. Internet access**

The Internet connection is for reasonable personal and non-commercial use only, in accordance with current legislation and intellectual and artistic property rights. Users are responsible for using the service appropriately and undertake to guarantee Appart'City against any action or claim filed by a third party as a result of its actions, including on the Internet. Access to the service is restricted to natural persons of legal age, who are up to date with their financial obligations to Appart'City, and have a device with a Wi-Fi and/or Ethernet cable connection. Appart'City assumes no liability in case of malfunction of the user's device or its incompatibility with the Internet access service.

The Internet access offered must in no way be used for the purposes of copying, using, making available or disclosing to the public works of art or objects protected by copyright or similar rights, such as texts, images, photographs, music, audiovisual works, software and video games, without the permission of the holders of the rights provided for in Volumes I and II of the French Literary, Artistic and Industrial Property Code.

Downloading illegal files is a criminal offence punishable by three years in prison and a fine of €300,000 for natural persons, and a fine of five times this amount for legal persons.

## **11. Settlement of disputes - Complaints**

Our residence staff are available to address any issues encountered during your stay. If, however, you wish to make a complaint, you can either send an email to the address [relationsclients@appartcity.com](mailto:relationsclients@appartcity.com), or send a registered letter with acknowledgement of receipt for the attention of Customer Services to the company's head office located in Montpellier (34070) 125 rue Gilles Martinet.

Your request must contain enough information to enable it to be processed quickly, such as your address, email and phone number as well as the full name and address of the Appart'City residence you stayed at and a brief statement of the facts.

If, unfortunately, an amicable resolution cannot be found, and pursuant to ruling no. 2015-1033 of 20 August 2015 as well as implementing decree no. 2015-1382 of 30 October 2015, any consumer disputes, subject to Article L.152-2 of the French Consumer Code, may be submitted to mediation with the CMAP (Centre de Médiation et d'Arbitrage de Paris):

CMAP Médiation Consommation, 39 avenue Franklin D. Roosevelt, 75008 PARIS

[consommation@cmapp.fr](mailto:consommation@cmapp.fr)

<https://www.cmapp.fr>

## APPART'CITY

Disputes cannot be reviewed by the ombudsman if they are clearly unfounded or abusive, have previously been examined or are in the process of being examined by another ombudsman or by a court, the consumer submitted his/her request to the ombudsman more than a year after the written complaint to Appart'City, the dispute is outside the ombudsman's jurisdiction or the consumer cannot prove that he/she has previously attempted to settle the dispute directly with Appart'City through a written complaint.

### 12. **Appart'City - Subsidiaries - Branches**

Appart'City, société par actions simplifiées [simplified joint-stock company] under French law with capital of € 4.904.705,60, registered in the RCS of Montpellier under number 490 176 120, whose head office is located at 125, rue Gilles Martinet 34070 Montpellier, SIRET [company registration number] 490 176 120 00049 – Intracommunity VAT number FR 30 490 176 120 – APE [Principal Activity Code] 5510Z, is tasked by its subsidiaries with the management and follow-up of bookings in their name and on their behalf.

The Belgian branch is registered with the BCE under number 0629 759 533 for establishment unit no. 2 253 450 055 located at 17 rue Zénobe Gramme 6700 ARLON and number 310008-410 for establishment unit no. 2 275 876 851 located at 38A rue Rossini 1070 Anderlecht.

The Swiss Branch is registered with the Commercial Register of Geneva, under number CHE-339-721-000, limited liability company, share capital 20.000 CHF, located at Chemin de Mouille Galand, 5 à Vernier (1214).

### 13. **Intellectual property**

Appart'City shall remain the owner of all intellectual property rights over studies, designs, models, prototypes, etc. created in order to provide services to the Customer. Therefore, the Customer may not copy or use these studies, designs, models, prototypes, etc. without the express prior written consent of Appart'City, which may make it conditional on a financial contribution.