

## TERMS AND CONDITIONS OF SALE

### 1. « PREAMBLE »

“APPART'CITY” is a trademark owned by APPART'CITY SAS, a simplified joint-stock company registered with the Montpellier Trade and Companies Register under number 490 176 120, whose registered office is located at 125, rue Gilles Martinet, 34077 MONTPELLIER. The company offers accommodation services in furnished apartments.

These General Terms and Conditions of Sale apply to all bookings made in our establishments, which are governed by the status of tourist residences or serviced residences.

### 2. BOOKING

Booking an apartment in one of the APPART'CITY establishments implies full acceptance of these General Terms and Conditions of Sale and shall only be valid once it has been confirmed in writing by APPART'CITY. Once the booking has been confirmed, it is final and will be subject to the cancellation policy outlined below.

Providing a valid credit card in the client's name is required to guarantee the reservation.

All reservations are personal and may not, under any circumstances, be transferred to a third party, whether for free or for consideration.

#### 2.1 Standard Booking: "Flexible Rates"

These bookings require a deposit, the amount of which depends on the length of stay and is determined as follows:

##### 2.1.1 Stay from 1 to 27 nights

The client shall pay the amount of the first night as a deposit at the time of booking.

##### 2.1.2 Stay of 28 nights or more

The client shall pay an amount equivalent to 25% of the total cost of the stay as a deposit.

Any reservation for 28 nights or more is subject to the signing of a lodging agreement and the approval of an application file by APPART'CITY. To allow this review, the client must provide APPART'CITY with the following documents:

- A valid original identity card or passport;
- The last three payslips (subject to sufficient income);
- Proof of residence dated within the last three months.

In accordance with the lodging agreement requirements, access to the premises is subject to the client paying a security deposit and completing an inventory upon arrival and departure. This

inventory may take the form of a pre-filled declaration to be completed and signed by the client and submitted to the reception within 24 hours, or a scheduled appointment.

## **2.2 Non-cancellable and Non-refundable Booking (NANR)**

These bookings are offered at preferential rates and cannot be canceled, refunded, exchanged, or modified, notwithstanding the "Cancellation" clause below, which does not apply to this type of reservation.

- Full payment of the stay is required at the time of booking;
- The reservation will only be confirmed by APPART'CITY once payment has been received in full.

## **3. PAYMENT**

### **3.1 Rates**

Prices are flexible and may vary depending on several criteria and the customization of selected services, including the booking date, the start date of the stay, its duration, the type of accommodation, and additional services (breakfast, cleaning, parking).

Prices are stated and payable in euros. They include VAT, per apartment and per night, for the selected dates and duration of the stay.

The price includes water and electricity. However, any excessive consumption of water or energy will be billed. APPART'CITY reserves the right to withhold from the security deposit for stays exceeding 28 nights.

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

In addition to accommodation, various services such as breakfast, bed linen and towels, apartment cleaning, and laundry access are available. These services are charged in addition to the stay at the rates in effect at the time of ordering. Payment is due at the time the service is ordered.

For stays exceeding one calendar month, payment for the first calendar month is due upon arrival. If arrival occurs after the 20th of the month, the first payment will cover the remainder of the current month and the following calendar month. Subsequent payments must be made before the 5th of each calendar month for the current month.

Deposits paid at the time of booking will be deducted from the total cost of the stay.

APPART'CITY may modify its rates at any time. In the event of new laws or regulations that may lead to price variations, such as changes in VAT rates or the introduction of new taxes, such changes will be reflected in the prices at the time of invoicing.

In the case of deferred payment granted to a business, failure to pay the invoice by the agreed due date will result in an automatic flat-rate compensation of 40 euros (VAT not applicable) to cover internal recovery costs, in addition to late payment penalties.

### **3.2 Means of Payment**

Accepted payment methods include valid credit cards (Carte Bleue, Visa, Eurocard/Mastercard, American Express – excluding Visa Electron, Maestro, and prepaid cards), bank transfer, cash (within the legal limit), certain holiday vouchers and gift vouchers (information available at the Residence). Bank or postal checks are not accepted. Holiday vouchers are only accepted for residences located in France.

## **4. GUARANTEES**

### **4.1 Stay Guarantee**

All bookings require the provision of valid credit card details for the entire stay period.

A pre-authorization may be conducted to protect APPART'CITY against any unpaid charges for the stay, including any ancillary services used on-site and any damage to the apartment or residence.

This guarantee may also be used by APPART'CITY to cover any outstanding amounts owed by the Client, including for the stay, ancillary services, or any damage caused to the apartment or the Residence. The credit card provided as a guarantee may be charged after departure up to the estimated repair cost.

### **4.2 Security Deposit**

APPART'CITY reserves the right to require the Client to pay a security deposit of 250 euros to cover any material damage or disturbances caused during the stay.

For any stay of 28 nights or more, payment of a security deposit equivalent to one month's rent is required prior to check-in.

This deposit will be made by credit card imprint (Carte Bleue, Visa, Eurocard/Mastercard, American Express) or bank transfer. It will be collected upon arrival and refunded after the check-out inventory, less any amounts owed by the Client for damages, unpaid amounts, or loss of equipment.

## **5. CANCELLATION / MODIFICATION OF BOOKING**

### **5.1 Cancellation and Modification Conditions for "Flexible Rates" Bookings**

Full cancellation and modification\* of the booking before arrival:

- Stay from 1 to 4 nights: Free cancellation until the day of arrival at 2:00 p.m. (Paris time). After this time, the deposit paid by the client will be retained by APPART'CITY;
- Stay from 5 to 27 nights: Free cancellation up to 2 days before arrival, 11:59 p.m. (Paris time). After this time, the deposit paid by the client will be retained by APPART'CITY;
- Stay of 28 nights or more: Free cancellation up to 15 days before arrival, 11:59 p.m. (Paris time). After this time, the deposit paid will be retained by APPART'CITY (up to one month's equivalent).

\* A change in the duration of stay, dates, type of accommodation, number of guests, or location initially reserved and confirmed is considered a modification.

## **5.2 Changes During Stay / Early Departure**

- Stay from 1 to 4 nights: Free until the day of early departure at 11:00 a.m. (Paris time). After that, a fee equivalent to one night will be charged;
- Stay from 5 to 27 nights: Free up to 2 days before the early departure, 11:59 p.m. (Paris time). After that, a fee equivalent to one night will be charged;
- Stay of 28 nights or more: Free up to 15 days before early departure, 11:59 p.m. (Paris time). After that, 25% of the unused portion of the stay will be charged (up to one month's equivalent).

### Shortening or Extension of Stay

Shortening: Due to the decreasing rate structure, APPART'CITY informs the Client that reducing the length of stay may result in a retroactive rate adjustment from the first night.

Extension: From the date of request for extension, the additional nights will be billed at the current rate. This new rate will not be applied retroactively. The extension does not guarantee staying in the same unit and is subject to availability for the extended period. If the stay exceeds 28 nights, a lodging agreement must be signed.

## **5.3 Notification**

To be valid, any cancellation or modification must be notified to APPART'CITY directly to the Residence by email or via the online booking system if the reservation was made through [www.appartcity.com](http://www.appartcity.com) in the "MY ACCOUNT" section.

If the reservation was made through a third-party provider, the notification must be sent to that provider.

## **5.4 Refunds**

Any applicable refunds will be made using the same payment method used for the original transaction or another appropriate method, if necessary.

## **6. STAY PROCEDURE**

### **6.1 Arrival**

Upon arrival, the Client must present the credit card used for the reservation along with a valid ID.

The Client must settle the total cost of the stay upon arrival; otherwise, the keys will not be handed over.

Access to the accommodation is available from the time indicated on the booking confirmation. Early check-in is possible, subject to availability and an additional charge.

Please ensure you are aware of the property's opening hours before arriving. Late arrivals outside opening hours or no-shows will result in the full charge of the booked service.

In accordance with the French Code governing the entry and stay of foreigners and the right of asylum, all foreign nationals, including EU citizens, will be required upon arrival to complete an individual police form, which may already be pre-filled by APPART'CITY and supplemented with proof of identity. This form will be kept for 6 months and may be handed over to the police or gendarmerie upon request. Refusal to complete or sign this form is grounds for lawful refusal of service. To verify the client's nationality and the requirement to complete such a form, a valid ID must be presented at check-in.

#### Transfer

In the event of an exceptional situation preventing access to the reserved accommodation, APPART'CITY may either offer a transfer to another residence with similar services (any additional costs incurred will be borne by APPART'CITY), or refund any amounts already paid.

### **6.2 Departure**

Apartments must be vacated no later than the time indicated on the booking confirmation (Paris time). Late check-out is possible, subject to availability and an additional charge.

The Client must return the apartment in a condition of cleanliness consistent with normal use.

APPART'CITY will verify cleanliness, particularly that the kitchenette and its equipment are returned in proper working condition.

Any lack of cleanliness, missing items, or damages to furniture or the property will be charged to the Client.

## **7. RULES OF OCCUPANCY**

A set of house rules is available at the reception of each APPART'CITY residence. The Client must review it upon arrival; it is also available in each apartment via the "room directory" (virtual welcome booklet).

APPART'CITY reserves the right to enter the accommodation to perform housekeeping, maintenance, or to verify the condition and safety of the premises.

Failure by the Client to comply with these Terms and Conditions or the residence rules may result in the immediate termination of the stay without notice or refund.

### **7.1 Apartment Occupancy**

The number of occupants is determined at the time of booking. Any change in the number of guests is considered a modification of the reservation and will trigger the relevant provisions and penalties under the "Modification of Booking" article.

Accommodation is free for one child under the age of two (2), staying in the apartment with their parents. This must be indicated at the time of booking. A travel crib and baby kits are available free of charge, subject to availability (please check with the residence). Breakfast for children under 6 is free with the purchase of an adult breakfast.

### **7.2 Minors**

APPART'CITY does not accommodate minors under 18 unless accompanied by their legal guardians. Therefore, APPART'CITY reserves the right to deny access to any apartment booked in breach of this rule.

The stay may be cancelled immediately if APPART'CITY discovers that the apartment is intended for unaccompanied minors.

Likewise, APPART'CITY may terminate any stay if it is discovered that the unit is in fact occupied by an unaccompanied minor under 18.

### **7.3 Pets**

Only cats and dogs weighing under 30 kg are allowed in APPART'CITY residences (one animal per apartment). Dogs classified as dangerous (categories 1 and 2, or similar based on physical characteristics) are strictly prohibited.

Pets remain the full responsibility of their owners. They must not roam freely in the building and must not disturb the peace or safety of others. They are not allowed near swimming pools or in breakfast rooms, meeting rooms, or fitness areas.

A nightly supplement will be charged for pets (details available at the residence).

Pet owners are fully liable for any damage caused by their animals to property or persons.

### **7.4 Proper Use**

The accommodation is provided in good condition. The Client agrees to return it in the same condition at the end of the stay. The Client shall use the premises and amenities peacefully and reasonably, in accordance with Articles 1728 and 1729 of the French Civil Code.

The Client must report any damages or anomalies to the reception upon arrival (or as soon as reception opens in case of late check-in).

To avoid inconvenience, Clients are advised to ensure that windows, sliding doors, and the main door are properly locked.

## **7.5 Losses and Damages**

Any damage and/or failure to return equipment will be charged to the Client, who will bear the cost of repairs or replacements (including keys, magnetic cards, etc.).

## **8. GROUP CONDITIONS**

### **8.1 Group Bookings**

A group booking refers to a reservation of more than seven (7) apartments in the same property and for the same period, made by the same individual or legal entity, or multiple people acting on their behalf.

Booking terms are as follows:

- 25% of the total amount including tax is due on the day of booking (deposit);
- 25% of the total amount including tax is due no later than 60 days before the group's arrival;
- 25% of the total amount including tax is due no later than 30 days before the group's arrival;
- The remaining balance (25%) is due no later than 15 days before the group's arrival.

For bookings made less than 30 days before arrival, 75% of the total amount including tax is due at the time of booking.

The remaining balance (25%) is due no later than 7 days before the group's arrival.

If the deposit is not paid within the specified period, APPART'CITY reserves the right to cancel the booking with ten (10) business days' notice.

Cancellation terms and related compensation will apply as outlined in the "Cancellation Conditions" section.

### **8.2 Group Cancellation Conditions**

#### **8.2.1 Full Cancellation**

If the Client cancels the entire group reservation, the following penalties will apply:

- Cancellation 90 days or more before group arrival: No penalty; all deposits will be refunded;
- Cancellation 60 days or more before group arrival: 25% of the total net cost (accommodation and services) will be due;

- Cancellation 30 days or more before group arrival: 50% of the total net cost (accommodation and services) will be due;
- Cancellation less than 30 days before group arrival: 100% of the total net cost (accommodation and services) will be due.

Cancellations must be confirmed in writing.

In case of no-show or last-minute cancellation (within 24 hours of the group's arrival), 100% of the stay will be charged.

All or part of the deposit may be retained to cover these penalties.

### **8.2.2 Partial Cancellation – Booking Modification**

Any modification of the initially confirmed stay (accommodation and services) will be considered a partial cancellation.

Accordingly, if the Client modifies the booking after confirmation, the following penalties will apply:

- Modification request 90 days or more before group arrival: No penalty;
- Modification request 60 days or more before group arrival: No penalty if the change affects up to 30% of the initial booking amount. Above this threshold, 50% of the unused portion will be charged;
- Modification request 30 days or more before group arrival: No penalty if the change affects up to 20% of the initial booking amount. Above this threshold, 75% of the unused portion will be charged;
- Modification request 15 days or more before group arrival: No penalty if the change affects up to 10% of the initial booking amount. Above this threshold, 100% of the unused portion will be charged;
- Modification request less than 15 days before group arrival: Any change will incur a penalty of 100% of the unused portion of the reservation.
- An exceptional modification request for up to two apartments per night can be made without penalty up to 2 days before group arrival.

In the event of a no-show or last-minute partial cancellation (within 24 hours of arrival), 100% of the unused portion will be charged.

In the case of significant changes requested by the Client, APPART'CITY may adjust the pricing based on the current rates at the time of the request.

Each modification request is evaluated separately and may not be combined with others across the stated periods.

## **9. LIABILITY**

APPART'CITY establishments are governed by the status of "serviced residences" or "tourist residences" and clarify that the provisions of Articles 1952 et seq. of the French Civil Code, relating to hoteliers, do not apply.

As such, APPART'CITY cannot be held liable for the following damages:

- Damage to vehicles parked in the residence's parking areas, whether outside or underground;
- Damage caused to third parties;
- Theft, deterioration, or disappearance of personal belongings in the apartments, including within individual safes, common areas, parking lots, and any other annexes or dependencies of the residence.

## **10. PERSONAL DATA**

APPART'CITY's privacy policy is available:

- On our website: <https://www.appartcity.com/fr/rgpd.html>
- In all our residences, either displayed or available in a dedicated binder.

You may register for free on the BLOCTEL do-not-call list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) to prevent being contacted by professionals with whom you have no current contractual relationship, in accordance with Law No. 2014-344 of March 17, 2014 on consumer protection.

## **11. INTERNET**

Internet access is intended for personal, non-commercial, and reasonable use, in compliance with applicable laws and intellectual and artistic property rights. Users are responsible for the appropriate use of the service and agree to indemnify APPART'CITY against any claims or actions by third parties arising from their activity, particularly online.

Access to the service is reserved for adults who are financially up to date with APPART'CITY and possess compatible devices with Wi-Fi and/or Ethernet connections. APPART'CITY is not responsible for any equipment malfunction or incompatibility with the internet service.

Internet access must not be used for reproduction, public communication, distribution, or representation of copyrighted works or related rights, such as texts, images, photos, musical or audiovisual works, software, and video games, without authorization from the rights holders under Books I and II of the French Intellectual Property Code.

Illegal downloading is a criminal offense punishable by up to three years' imprisonment and a fine of €300,000 for individuals, and five times that amount for legal entities.

## **12. LEGAL FRAMEWORK**

All APPART'CITY establishments operate under the status of "serviced residences" or "tourist residences" consisting of furnished apartments for temporary stays ranging from a few days to a few months.

These furnished apartments are not intended to serve as primary or secondary residences. It is therefore strictly forbidden to establish residency there, whether continuously or intermittently. The client agrees to maintain a permanent primary residence elsewhere for the entire duration of their stay. No commercial, artisanal, or professional activity may be conducted within the premises.

This contract shall not be deemed a hotel contract as defined by law, since the services typically associated with hotel operations are not included in the price and are only available as optional extras. The client remains fully independent throughout their stay.

The Client acknowledges having received, prior to booking, in a legible and understandable manner, these General Terms and Conditions of Sale and all information listed under Article L.221-5 of the French Consumer Code.

The Client declares having read and accepted these General Terms and Conditions prior to confirming the reservation, including by checking the appropriate box when booking online, and having accepted the website's general terms of use ([www.appartcity.com](http://www.appartcity.com)).

Unless proven otherwise, data recorded in APPART'CITY's IT system constitute proof of all transactions with the Client. The Client is informed that their IP address is recorded at the time of booking.

Photos displayed on booking websites are for illustrative purposes only and are not contractually binding.

#### Hardship Clause

In accordance with Article 1195 of the French Civil Code, the parties agree to renegotiate the contract should unforeseeable external circumstances arise that significantly disrupt the contract's economic balance, such as a substantial increase in the cost of raw materials or changes in economic or legal conditions.

If the parties fail to reach an agreement, they may choose to terminate the contract in favor of the party acting in good faith.

### **13. SUBSIDIARIES**

Appart City is a French simplified joint-stock company with a share capital of €25,234,551.18, registered with the Montpellier Trade and Companies Register under number 490 176 120. Its registered office is located at 125 rue Gilles Martinet, 34070 Montpellier, France (SIRET: 490 176 120 00049 – EU VAT No. FR 30 490 176 120 – APE code 5510Z). The company manages bookings on behalf of its subsidiaries.

Belgian Subsidiary: Registered under BCE number 0629 759 533 for two establishments:

Establishment No. 2.253.450.055 in Arlon (6700), 17 rue Zénobe Gramme;

Establishment No. 2.275.876.851 in Anderlecht (1070), 38A rue Rossini (Registration No. 310008-410).

Swiss Subsidiary: A limited liability company with a share capital of CHF 20,000, headquartered at 5 Chemin de Mouille Galand, 1214 Vernier, and registered with the Geneva Commercial Register under No. CHE-339-721-000.

### **14. DISPUTE RESOLUTION / CLAIMS**

Our on-site staff is fully available to assist with any issues during your stay. Should you wish to file a complaint, you may do so by emailing [relationsclients@appartcity.com](mailto:relationsclients@appartcity.com) or by sending a

registered letter with acknowledgment of receipt to the company's headquarters, addressed to the Customer Service Department at 125 rue Gilles Martinet, 34070 Montpellier, France.

Your request must include sufficient information to be processed efficiently: your postal address, email and phone number, as well as the name and address of the APPART'CITY residence concerned, and a brief description of the issue.

If no amicable resolution can be reached, and in accordance with Ordinance No. 2015-1033 of August 20, 2015, and its implementing Decree No. 2015-1382 of October 30, 2015, any consumer dispute (excluding those under Article L.152-2 of the Consumer Code) may be referred to CMAP – the Paris Mediation and Arbitration Center:

CMAP Consumer Mediation, 39 avenue Franklin D. Roosevelt, 75008 PARIS Email:  
consommation@cmap.fr

Website: <https://www.cmap.fr>

The mediator will not consider claims that are manifestly unfounded or abusive, already examined or being examined by another mediator or by a court, submitted more than one year after the consumer's written complaint to APPART'CITY, fall outside the mediator's scope, or where the consumer cannot prove prior written attempts to resolve the issue directly with APPART'CITY.

## **15. INTELLECTUAL PROPERTY**

APPART'CITY retains full ownership of all intellectual property rights related to studies, drawings, models, prototypes, etc., developed in connection with the services provided to the client.

The Client is expressly prohibited from reproducing or exploiting any such materials without the prior written consent of APPART'CITY, which may be subject to a fee.

Terms and conditions in force on 7 July 2025.

For all previous bookings :

<https://www.appartcity.com/uploads/media/default/0001/30/353348a79d004bee9bbacc97a57f99fea46f5151.pdf>