

TERMS of SALES

Accommodation reservation by individuals

APARTMENT - Résidence Saint Flo

Service Provider details:

- s.a.r.l Flo - R.C.S. Bastia 532 836 269
- Lieu-dit Mozzello 20260 - Calvi
- e-mail : flosarl2b@gmail.com – www.residencesaintflo.com

ARTICLE 1 – FIELD of APPLICATION

These General Rental Conditions apply, without restriction or reservation, to all the Residence Saint Flo's accommodation rental, operated by Flo S.a.r.l. ('the Service Provider'), to non-professional clients ("The Customer" or "the Customers"), on our website www.residencesaintflo.com or www.campingolzo.com, or by telephone, post or electronic mail (emails).

The main characteristics of the Services are presented on our website www.residencesaintflo.com.

The Customer is required to read them before making any reservation. The choice and purchase of a Service is the sole responsibility of the Customer. Unless proven otherwise, the data recorded in the IT system of the Service Provider constitutes proof of all transactions concluded with the Customer. From the conditions defined for the IT law and freedoms and the European regulation on data protection, the Customer has, at any time, the right of access, modification, and opposition if the processing is not essential for the execution of the reservation and of the stay, to all personal data by writing, by post and justifying their identity, to s.a.r.l. Flo. The Customer declares to have read these General Rental Conditions and to have accepted them.

ARTICLE 2 - RESERVATION:

The reservation is strictly personal, non-transferable and involves the conclusion of a contract between both parties. It is the Customer's responsibility to verify the accuracy of the Reservation and to immediately report any errors to the Service Provider.

Only the number of guests indicated on the contract are allowed to stay in the rented property. **Any modification must be communicated and agreed with the Management BEFORE your arrival.**

ARTICLE 3 – COSTS and TOURIST TAX:

The cost of record is 15 €, due for each dossier (**nonrefundable**)

Eco-tax 0,35€ per person / night - Tourist Tax 1,10€ per person (> than 18 years) /night *to be paid on the spot*

The tourist tax, collected on behalf of the municipality is not included in the rates. Its amount is determined per person and per night and is payable upon arrival and appears separately on the invoice.

ARTICLE 4 – THE PRICE INCLUDES:

The rates cover the number of people said, 1 car or 1 motorcycle, electricity and the equipment of the apartment. **Any additional vehicle (car, motorcycle, trailer, ..) will be subject to extra charge, and must be declared on the rental contract.**

ARTICLE 5 – ADDITIONAL PERSON or VISITOR:

Anyone not mentioned in this contract will be considered a visitor and will then have to pay the applicable daily rate. The head of the family undertakes to declare all of his visitors during his stay upon their arrival. Otherwise, the Management reserves the right to terminate the rental contract without notice or compensation.

ARTICLE 6 – PAYMENT TERMS

6.1 – ADVANCE PAYMENT

Amounts paid in advance are down payments. They constitute a charge on the total price due by the Customer.

The reservation is only effective upon receipt of the 40% deposit (including the cost of record) accompanied by the reservation contract duly completed and signed, and after having received a confirmation from us.

The Contract shall be sent immediately, and the deposit must be paid within 5 days from our confirmation, **otherwise your option will be cancelled.** The down payment will be deducted from the total amount of the reservation.

6.2 – PAYMENT of the BALANCE:

The balance must imperative be paid 30 days before the start of the rental, under penalty of cancellation of the reservation.

6.3 – METHODS of PAYMENT (advance and balance):

by means of an international banking transfer in the name of **FLO**

reason for payment: **booking Residence Saint Flo** (Please specify the name under which the reservation was made)

bank: Société Générale IBAN: FR76 3000 3002 7800 0270 0590 336 BIC-SWIFT: SOGEFRPP

ARTICLE 7 - PROVISION of SERVICES

7.1. PROVISION AND USE OF SERVICES

Arrival in the accommodation is possible **from 4 p.m.** (until 8 p.m.) and **must be vacated by 10 a.m.** on the day of departure.

On arrival we will ask you to inspect the inventory and check the apartment. Please inform us the same day (or the next morning in case of a late arrival) of any missing, defective, or broken items.

All missing or broken items that you failed to report on your day of arrival, will have to be paid for by you upon your departure.

Departures are **from 8 a.m. to 10 a.m.** In case of departure before the scheduled times, you must notify the Management.

The accommodation is provided for a determined number of occupants for rent and can't be occupied by a greater number of people.

7.2- SECURITY DEPOSIT:

At your arrival you will be requested to pay **by cash a deposit of 500€** .

The control will be done from 8am to 10am (by appointment); also for early morning departures.

If the control is satisfactory (less the costs of cleaning or replacing damaged, broken, or missing equipment) the deposit will be cancelled, and a confirmation email will be sent to you.

The rental must be left clean, the dishes well wiped up and put away.

A lump sum of 55 € will be requested otherwise (if there are animals in the accommodation, the cost will be € 65) .

The end-of-rental inventory statement must be strictly identical to that of the start of the rental. This deposit does not constitute a limit of liability.

ARTICLE 8 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the event of a delayed arrival, an early departure, or a change in the number of people (whether for all or part of the planned stay).

8.1- MODIFICATION

In the event of a change in the dates or the number of people, the Service Provider will endeavour to accept as much as possible requests for change of date within the limits of availability. In all cases, this is a simple obligation of means, the Service Provider cannot guarantee the availability of accommodation, or another date; an additional price may be requested in these cases.

8.2. INTERRUPTION

A premature departure cannot give rise to any refund from the Service Provider.

8.3 – CANCELLATION TERMS: Cancellations have to be made by e-mail

If you cancel more than 60 days before arrival, your down payment at article **6.1** will be refunded (cost of record non-refundable).

If you cancel between 60 and 30 days before arrival, your down payment at article **6.1** will be acquired by the Service Provider.

If you cancel less than 30 days before your arrival, the entire amount at article 6.1 and 6.2 will be retained, as compensation, and may not give rise to any reimbursement.

8.1.1. CANCELLATION in CASE of PANDEMIC

8.1.2 In the event of total or partial closure of the establishment during the dates of the reserved stay (which is assimilated to a measure of total or partial ban on the public reception, insofar as the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the amounts paid in advance by the Customer for the reservation of the stay will be refunded within 60 days. However, the Service Provider cannot be held liable for additional compensation beyond this refund of the sums already paid for the reservation of the stay.

8.1.3. Notwithstanding the provisions of article **8.3 CANCELLATION**, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or would be identified as a contact case, and that this situation compromise his participation in the stay on the dates scheduled, this involves the issue of a voucher valid for 18 months refundable, if not used at the end of the validity period.

Any cost of records as provided for in the general conditions will be acquired by the Service Provider. In all cases, the Customer must imperatively justify the event making him eligible for this right to cancellation.

8.1.4 Notwithstanding the provisions of article **8.3 CANCELLATION**, in the event that the Client is forced to cancel the entire stay due to government measures not allowing participants to move (general or local confinement, travel ban, border closures), even though the Residence is in able to fulfil its obligation and welcome Customers, the Service Provider will issue a voucher corresponding to the sums paid by the Customer, less processing and management costs (article 3) which will remain with the Service Provider. This voucher is valid for 18 months; it is refundable if not used at the end of the validity period.

8.1.5. In the event that the Customer takes out specific insurance covering the risks listed in Article 8.1.3 or Article 8.1.4, the insurance compensation received by the Customer will be deducted from the amount of the voucher, referred to in Articles 8.1.3 or 8.1.4.

ARTICLE 9 - CUSTOMER'S OBLIGATIONS

9.1 CIVIL LIABILITY INSURANCE

The Customer accommodated in an accommodation must be insured for civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

9.2. INTERNAL REGULATIONS

The Service Provider reserves the right to put an immediate end to any stay, without indemnity or compensation, in the event of non-compliance with the internal regulations.

ARTICLE 10 – ACCOMMODATION EQUIPMENT:

Bed linen and towels are not included in the equipment. (Use of bed linen is needed)

All the accommodations are furnished and equipped with air-conditioning, fridge freezer, microwave, oven, TV, dishwasher, washing machine, plates, glasses, cups, cutlery, cookware, pillows, blankets, and mattress protector.

Blankets will not be given to housing where pets are expected.

ARTICLE - 11 - PETS:

Only the Pets of small and medium sized are allowed and in possession of a valid vaccination certificate.

The pets must not be left alone in the apartment.

ARTICLE 12 – DISPUTES

All disputes to which the purchase and sale transactions concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences than which could not be resolved between the Service Provider and the Customer, will be submitted to the competent courts under the conditions of common law. The Customer is informed that he may in any event have recourse, in the event of a dispute, to a conventional mediation procedure, within a maximum period of one year from the date of the written complaint, by registered letter, to the operator. The contact details of the broker who may be contacted by the client are as follows: *Medicys 73 boulevard de Clichy 75009 PARIS www.medicys.fr*