

TERMS AND CONDITIONS OF SALES

1 - OBJECT

These general terms and conditions define the rights and obligations of the parties in the context of the remote booking of stays offered by MGB on its website and mobile services, and through commercial partners. They govern all the steps necessary for the reservation and follow-up of the reservation between the contracting parties. The client acknowledges having read and accepted these general and specific conditions, accessible on the website and mobile services. The client also declares that they have read the information on the protection of personal data included in these conditions.

2 - RESERVATION

Prior to ordering stays, the client specifies whether the reservation is made for their personal needs or on behalf of a company. The client declares that they have full legal capacity to commit themselves under these general terms and conditions. We draw your attention to the fact that the client making a reservation must be of legal age according to French law. All information accessible on the website and mobile services allowing the reservation of stays is presented in French and English. The client chooses their stay from the offers presented on the website of Villa Romana, mobile applications as well as those of its commercial partners. The client is responsible for their choice and the adequacy of this choice to their needs, so that the responsibility of MGB cannot be sought in this regard. The reservation is deemed accepted by the client at the end of the reservation process.

Reservation process:

Reservations made by the client are made through the dematerialized reservation form accessible online on the Villa Romana website or via mobile services or partner sites. The reservation is deemed formed upon receipt of the reservation form and payment of the deposit online by credit card. Prior to their reservation, the client undertakes to fill in the information requested on the reservation form

and attests to its accuracy. The reservation process via the Villa Romana website and mobile services is broken down as follows:

- Step 1: Search for a type of accommodation and rate.
- Step 2: Checking the details of the reservation (dates of stay in particular...) of the proposed rate, and any additional services validated by the client in addition to the accommodation.
- Step 3: Client information and contact details.
- Step 4: Consultation and acceptance of the general terms and conditions of sale.
- Step 5: Entering the client's credit card details for payment of the deposit or payment of the reservation.
- Step 6: Validation of the reservation by the client.

An acknowledgement of receipt of the reservation is sent to the client by email, summarizing the offer of the contract, the reserved services, the prices, and the date of the reservation made.

3 - PRICES

Our prices are established according to the economic data in force on the date of their fixation. A modification of the applicable taxes (in particular the VAT in force) may lead to a modification of the prices of the stays.

The price of the stay depends on the reservation date, the stay date, the stay duration, and the type of accommodation chosen.

Our prices are all-inclusive (water, electricity, heating), except for the tourist tax which is systematically requested in addition to the total amount of the stay. Our rates include accommodation services. Additional services offered as options (spa treatments, for example) are not included in our rates. MGB reserves the right to pass on tax increases (VAT, tourist tax) to the rates without notice.

4 - RESERVATION PAYMENT

A deposit of 25% of the total amount of your stay is required to confirm your reservation. Without our confirmation, your reservation cannot be considered as definitive.

The full price of your rental, any additional services, and the tourist tax are due one month before the start of your stay. In case of a late reservation, less than 30 days before arrival, the total amount of the stay will be requested at the time of reservation. If the balance is not paid 30 days prior to arrival, your reservation will be canceled and cancellation conditions, as defined below, will apply.

Bank charges for any check or transfer drawn or made on a foreign bank will be borne by the guest and added to the amount of the reservation.

5 - TOURIST TAX

The tourist tax, collected on behalf of municipalities, is not included in our rates. Its amount, determined by the municipalities, is calculated per adult and per day. They are requested at the time of the balance payment. MGB cannot be held responsible in case of an increase in this tax, which will be immediately passed on.

6 - ACCOMMODATION

We remind you that the rental of an accommodation is intended for a specific number of occupants and cannot be occupied by a greater number of people. It is reminded that a young child is considered a full occupant.

Certain apartments are equipped for people with reduced mobility. For more information, please contact our reservation department.

Any request for a specific orientation or location of the apartment or suite is considered a preference only and does not constitute a contractual guarantee.

We remind you that during your stay, it is imperative that at least one occupant is an adult. In case of a collective or individual stay outside the family home of minors under 18 years of age not accompanied by their legal guardians, MGB reserves the right to refuse access to the chosen

apartment, which would have been reserved in disregard of this requirement. Under the same conditions, MGB may cancel the reservation at any time before the start of the stay if it discovers that unaccompanied minors were to stay in the chosen establishment.

7 - MODIFICATION / CANCELLATION OF STAY AND ADDITIONAL SERVICES BY THE CUSTOMER

The customer is reminded that they do not have the right of withdrawal provided for in article L 221-28 of the Consumer Code when booking their stay.

In case of cancellation or modification, you must notify us by mail or email, at the following address:

VILLA ROMANA,
265 Avenue du Port Fréjus,
83600 FREJUS
Email : villaromana83600@outlook.com

The date of receipt determines the date of modification or cancellation. Any change in the date of stay will be considered as a cancellation.

In the context of the COVID-19 pandemic, we have adapted our cancellation conditions: discover the specific conditions >

For all other cancellations not related to the COVID-19 epidemic, the following conditions apply:

Cancellation fees will be calculated according to the following scale:

- more than 40 days before the start of your stay: no fees
- between 40 and 31 days before the start of your stay: 25% of the price of the accommodation;
- 30 days or less before the start of your stay or no-show: 100% of the price of the accommodation and additional services.

Whatever the type of apartment, any stay begun is considered as consumed by the participant and will not give rise to any refund in case of early departure.

Cancellation insurance is systematically offered to you, whether on the website or by our advisors at the call center. For security reasons, we strongly recommend that you take out Cancellation Insurance that we have specially designed for you. This will allow you to be compensated in cases that comply with the conditions for reimbursement of the cancellation insurance.

8 - ARRIVAL AND DEPARTURE

In our holiday residences:

Key handover takes place from 4 pm on the day of arrival. They must be returned before 11 am on the day of departure.

In case of arrival after 7 pm, you must inform the residence by phone or email so that they can send you the late arrival procedure to retrieve your apartment keys.

9 - SECURITY DEPOSIT

During a stay in one of our holiday residences, a security deposit of €400 will be automatically collected the day before your arrival. It will be returned to you 7 days after your stay, after payment of the services consumed on site and deduction made for any damages caused, kitchen cleaning not performed, or failure to return various items (such as bathrobes or towels).

10 - PETS

Pets are allowed upon presentation of a valid rabies certificate (one animal maximum per apartment), subject to payment of a pet package of €65 when booking for any stay of more than 7 or less than 7 days.

Pets must be kept on a leash in common areas and are prohibited around swimming pools and recreational areas.

11 - INTERNAL REGULATIONS

An internal regulations document is available at our establishment; we kindly ask that you read it and comply with its rules. Please note that the following actions are strictly prohibited:

Emergency Number

Emergency number (to be used only in case of extreme emergency, such as flooding or fire):

0684131676

Any call made to the emergency on-call service for reasons such as forgetting the apartment access card, a toilet flush leaking, a malfunctioning air conditioning system, or any other issue that does not constitute a serious emergency, will result in a flat fee of €150 being charged.

Hanging laundry on balcony railings.

In the event of non-compliance with these rules or the internal regulations, we reserve the right to charge a minimum fee of €150 for any damages caused. MGB is not responsible for any personal belongings left inside the accommodation upon departure.

12 - EARLY DEPARTURE

An early departure does not entitle the guest to any refund.

13 - POSSIBLE CHANGES TO OUR SERVICES

In the event of circumstances beyond our control or force majeure, we reserve the right to partially or completely modify the services we offer (e.g. closure of a site, a common facility such as a pool, etc.).

COVID-19 related crisis: Until further notice, MGB will adapt to the restrictions and directives imposed by the French government. Therefore, limited access to our services (pool, wellness area, common space) cannot be subject to any refund or claim.

As part of the sanitary upgrading of services or in case of construction delay, the advertised services and activities (on-site leisure) may be modified without notice.

14 - AFTER-SALES SERVICE - COMPLAINTS

The guest has 48 hours after arrival to report in writing to the reception desk any dispute regarding the description, quality or cleanliness of their accommodation. MGB will not consider any claims made after this period. Any subsequent complaint related to your stay must be addressed to our Reservations Department by letter (sent by registered mail with acknowledgment of receipt and accompanied by a copy of your complaint to the reception desk for cases provided) within a maximum of 1 month after the end of your stay.

In case of non-consumption of a prepaid service, no refund will be granted. Please note that MGB is not responsible for any personal belongings left inside the accommodation upon departure.

15 - PRESENTATION OF SITES AND ACTIVITIES

All information regarding sports and leisure activities, as well as their surroundings, are provided to us by Tourist Offices and are communicated to you for informational purposes only. They do not engage our responsibility in case one of them no longer exists during your stay. For any additional information concerning the life of these resorts, please contact their respective offices directly. Please inquire with our reservations department about the opening dates, sports facilities (nature and quantity), activities or services offered by the site that have determined your choice of it.

The photographs and graphic documents presented on the Villa Romana website or partner sites are purely indicative. Variations may occur, particularly due to changes in furniture and/or possible renovations.

16 – LIABILITY

The rental of a tourist residence does not fall within the scope of hoteliers' liability. Therefore, MGB's liability cannot be engaged in the event of loss, theft, or damage to personal effects in our residences, whether in the apartments, parking, or common areas.

17 – APPLICABLE LAW

These general conditions are governed by French law.

18 – EVOLUTION / MODIFICATION OF SALES CONDITIONS

These general terms and conditions of sale may be modified and/or supplemented at any time by MGB. The new version will be posted online and will then apply to all customers, except for reservations made prior to the date of posting, for which the previous version of the accepted GTC remains applicable.

19 – RELOCATION

In the event of an exceptional event or impossibility to make the accommodation chosen by the client available, or in the event of force majeure, MGB reserves the right to accommodate the client (with their agreement) in another establishment for services of the same nature.

20 – RESPECT FOR PRIVACY AND PERSONAL DATA

In accordance with the French law n°78-17 of 6/01/1978 known as the "Informatique et Libertés" law and European Regulation n°2016/679 of 27 April 2016, MGB informs the client that it implements personal data processing, for which it is responsible. The client is informed on each data collection form, of the mandatory or optional nature of the responses by an asterisk.

The form specifies, in a concise, simple, and transparent manner, the following information:

The purpose of the processing: in this case, the personal data collected is intended for the processing of the client's reservation and the loyalty program and/or marketing of stays.

The recipient(s) of this data: MGB may transfer this data (including to a country outside the EU) to partners and/or service providers for commercial purposes.

The retention period of this data: up to three years if the client has not contacted MGB or responded to a commercial offer.

The existence for the client of the right to rectify or erase this data, or to limit the processing and the right to data portability.

The existence of the right to lodge a complaint with the supervisory authority.

The collection of this personal data is carried out as part of pre-contractual or contractual measures to record the client's reservation. By providing this personal information, the client authorizes MGB to use it for purposes including management of the loyalty program and/or commercial promotions, management of claims, sending satisfaction questionnaires, and newsletters.