



ADAGIO SAS operates Holiday Residences (hereinafter referred to as "Aparthotels") in France and abroad, either directly or indirectly, under the Adagio, Adagio access and Adagio premium brands, by offering apartments (hereinafter "Apartments") for rent.

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (hereinafter "GTCS") apply to all bookings made at an Aparthotel, regardless of the sales channel used.

ARTICLE 1 BOOKING

1.1 Acknowledgment of receipt of booking: a booking for an **ADAGIO** Apartment is not valid until **ADAGIO** has confirmed it in writing. **ADAGIO** will send an email acknowledgment of receipt to the customer, summarising and confirming their booking.

In the case of online bookings made on the www.adagio-city.com website, the emailed acknowledgment of receipt of the booking summarises the contract offer, the services booked, prices, terms of sales relating to the selected tariff and accepted by the customer, information relating to after-sales service and commercial guarantees, and the address of the seller's office, to which the customer can submit any complaints.

1.2 Multiple bookings: in the case of multiple bookings, a specific group contract must be concluded, which will take precedence over the provisions of all of the GTCS in the event of a conflict between them. A booking is deemed multiple where it relates to 7 Apartments or more, OR to accommodation for 15 persons or more in the same Aparthotel, and is made by the same legal entity or natural person.

1.3 Before ordering the services, the customer states that the booking for these services is being made for the customer's own personal needs. As a consumer, the customer enjoys a number of specific rights, which might not apply if the services booked were for purposes associated with their activities of a commercial or industrial nature, or as a craftsman or self-employed person. It is forbidden to carry on a commercial or professional activity in Apartments.

The customer is solely liable for their choice of services and ensuring that they match the customer's needs, such that ADAGIO shall not be liable in this regard.

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

ARTICLE 2 TARIFFS

2.1 ADAGIO applies a tiered pricing system for stays of 4 nights or more: this is the "4 Nights and More" Offer (or Flex Deal Offer), which is valid for all bookings of 4 nights or more, and applies to all Aparthotels at all times.

All bookings, regardless of origin, are payable in the Aparthotel's local currency, unless specifically indicated otherwise.

Prices are flexible and variable in line with different customisable criteria such as the booking date, starting date of the stay, length of stay, Apartment classification (studio, 1-bedroom apartment, etc.) and addition of related services (breakfast, parking, etc.).

They are quoted per Apartment and per night for the dates and length of stay chosen, regardless of the number of persons occupying the Apartment (up to the limit of the maximum allowed) and include: subletting of the Apartment, taxes and charges (water, electricity, heating).

Depending on the local regulations in force, you may be asked to pay some additional taxes, such as city taxes, on arrival at the Aparthotel.

2.2 Housekeeping: 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.

2.3 Unless they are included in the tariff or specifically selected at the time the booking is made, related services (breakfast, parking, etc.) are optional, and an additional charge will be made, if applicable.

2.4 Tariffs cannot be combined with any other promotional offers in force. **ADAGIO** reserves the right to revise them in the event of any changes in legislation and/or regulations that result in a variation in their prices (for example, without limitation, a change in the current VAT rate or the introduction of a new tax). Any new taxes or regulatory fees levied by the competent authorities, or changes thereto, will automatically be passed on in the prices indicated at the billing date.

Examples of prices quoted "From..." in communication media and on the website relate to stays lasting for the specific number of nights selected, and are valid only for the departure dates and cities indicated.

ARTICLE 3 GUARANTEES

3.1 All bookings must be guaranteed with a bank card number that is valid on the starting date of your stay and accompanied by:

- pre-authorisation from the customer's bank corresponding to the price of the 1st night's stay, for *stays lasting between 1 and 9 nights*,
- payment of a deposit corresponding to the price (including accommodation and any additional paid services) of:
 - o the first 4 nights, for *stays lasting between 10 and 27 nights*,
 - o the first 6 nights, for *stays lasting between 28 and 90 nights*,
 - o the first 15 nights, for *stays lasting longer than 91 nights*.

3.2 ADAGIO will be entitled to use the guarantee in the event of non-payment by the occupant of monies owed to **ADAGIO** for accommodation and/or related services consumed on site (telephone, parking, etc.), any damage caused to Apartments or communal areas, or in the event of theft from the Aparthotel. After the customer has departed, an amount corresponding to a quote for repairs, following the discovery of damage to the Apartment occupied by the customer, may be debited to the bank card used to pay for and guarantee their stay.

If these conditions are not adhered to, the booking will not be guaranteed.

3.4 The credit card used to make the booking, as well as valid identity documents, must be presented on arrival. Failure to do so may result in the customer being denied access to the Apartment by **ADAGIO**.

3.5 For stays lasting longer than 28 nights, a seasonal rental agreement will be concluded between the Aparthotel and the occupant at the time of arrival. The occupant must provide the following documents: *their last three pay slips, their latest tax notice, proof of residence, a bank account identification document, a copy of an identity document and a bank guarantee in the form of a credit card number valid through to the end of their stay*. The booking is not guaranteed unless all of these documents are provided at the time the accommodation agreement is signed.

The customer shall not under any circumstances establish the premises rented as their main residence, whether for professional reasons, or for family or medical reasons. The customer undertakes to have a main residence of their own throughout the rental term.

ARTICLE 4 PAYMENT FOR BOOKINGS

The payment terms differ according to the length of stay and the brand concerned.

For stays lasting between 1 and 14 nights: the balance of the entire stay must be settled on arrival (less any deposit paid for stays lasting from 10 to 14 nights).

For stays lasting between 15 and 27 nights: payment for the first 15 nights is due on arrival, less any deposit paid. The balance is payable by the end of the first two-week period.

For stays lasting longer than 28 nights: payment for the first 15 nights is due on arrival, less any deposit paid. During the stay and before the end of each two-week period, the cost of the following two-week period must be paid in advance.

Methods of payment.

Any bookings made via the ADAGIO website can be paid for by bank card (MasterCard, Visa) or by PayPal.

If payment is made at the Aparthotel, it may be made in cash (up to the legal limits), or by bank card (MasterCard, Visa), cheque or credit transfer.

NOTE:

- Adagio access Aparthotels and Aparthotels located outside French territory do not accept payments by cheque.
- *Chèques Vacances* vouchers will not be accepted at Aparthotels located outside French territory.

Late payment. If the abovementioned deadlines for payment are not met, **ADAGIO** may impose late payment fees. These penalty charges will be payable the day after the due date of the invoice, at the rate of 15% per annum, applied to the total amount of the invoice, including VAT. A fixed penalty charge equal to 15% of the monies owed will also be payable if legal costs have to be incurred in collecting the payment.

ARTICLE 5 CANCELLATION/CHANGES TO BOOKINGS

5.1 Terms of cancellation of a booking: the amount of notice required for complete cancellation of your booking without charge will depend on the total length of stay initially booked. No charge is applied for cancellation:

- up to 18.00 on the day of arrival, for stays lasting between 1 and 3 nights,
- up to 12 noon on the day before arrival, for stays lasting between 4 and 9 nights,
- up to 12 noon three (3) days before arrival, for stays lasting between 10 and 90 nights,
- up to 12 noon seven (7) days before arrival, for stays lasting longer than 91 nights.

Beyond these times, and if the occupant is a "no show" on the day of arrival, **ADAGIO** reserves the right, unless local regulations prohibit it from so doing, to apply the following cancellation penalty charges:

- deducting the value of 1 night's stay based on the tariff booked, for stays lasting between 1 and 3 nights
- deducting the value of 2 nights' stay based on the tariff booked, for stays lasting between 4 and 9 nights

- not reimbursing the accommodation deposit paid for stays lasting longer than 10 nights.

In the case of related services selected at the time the booking is made:

no cancellations made beyond the abovementioned deadlines will be accepted by **ADAGIO**. The cost of any related services booked will still be payable.

5.2 Terms governing partial cancellation of a booking: any changes to the date, length of stay, Apartment classification or location of stay relating to the booking initially confirmed by **ADAGIO** will be deemed a partial cancellation of the booking.

In view of **ADAGIO**'s tiered pricing system linked to the length of stays, if the partial cancellation of a booking corresponds to a change in the length of stay, this may result in a tariff change.

If the length of stay is shorter than that initially booked, the tariff change will be retroactive up to the day of arrival.

In the case of a longer stay, confirmation will be subject to acceptance by **ADAGIO** and the tariff change will be applied from the date of notification of extension of the stay, in respect of the extra night(s) booked. The tariff change will not be applied retroactively.

In addition to a change of tariff, any partial cancellation of a booking may give rise to application of the following penalty charges:

- i. In the event of partial cancellation of a booking before the arrival date, no charge will be applied for cancellation:
 - up to 18.00 on the day of arrival, for stays lasting between 1 and 3 nights.
 - up to 12 noon on the day before arrival, for stays lasting between 4 and 9 nights.
 - up to 12 noon 3 days before arrival, for stays lasting between 10 and 90 nights.
 - up to 12 noon 7 days before arrival, for stays lasting longer than 91 nights.
- ii. In the event of partial cancellation of a booking after the arrival date (early departure), no charge will be applied for cancellation:
 - up to 12 noon on the day of early departure, for stays lasting between 1 and 9 nights.
 - up to 12 noon on the day before the day of early departure, for stays lasting between 10 and 27 nights.
 - up to 12 noon 3 days before the early departure, for stays lasting between 28 and 90 nights.
 - up to 12 noon 7 days before the early departure, for stays lasting longer than 91 nights.
- iii. Beyond these times, **ADAGIO** reserves the right to apply the following penalty charges and shall be entitled to bill:
 - one night, for stays lasting between 1 and 9 nights.
 - the nights cancelled (up to a limit of 2 nights), for stays lasting between 10 and 27 nights.
 - the nights cancelled (up to a limit of 3 nights), for stays lasting between 28 and 90 nights.
 - the nights cancelled (up to a limit of 7 nights), for stays lasting longer than 91 nights.

5.3 Notification:

To be accepted, any cancellation (whether total or partial) must be notified:

- i. To ADAGIO, where the booking has been made directly with ADAGIO:
 - directly by email to Aparthotels.
 - or via the booking system: a booking can be cancelled directly on the www.adagio-city.com website under the "My account, my bookings" tab.
- ii. To the service provider used when booking the Apartment.

ARTICLE 6 NON-EXCHANGEABLE / NON-CHANGEABLE / NON-REFUNDABLE / NON-CANCELLABLE STAYS AND OFFERS

Some of our offers, known as Smart Deal offers, are classified as "Non-Exchangeable, Non-Refundable". In the case of these stays, the following conditions supersede the terms of cancellation and changes to stays set out above:

Pre-payment of the total cost of the stay: all bookings must be accompanied by payment covering the total price of the stay. Otherwise, the booking will not be guaranteed.

Non-exchangeable, non-refundable, non-cancellable and non-changeable offers: in view of the preferential tariff granted by **ADAGIO**, bookings involving offers and/or stays of this nature cannot be exchanged, refunded or changed. No requests for amendment or cancellation can be considered. Regardless of the date on which the booking is cancelled, an indemnity payment equal to the total cost of the stay will be withheld. No reimbursement will be issued for non-consumption of any optional services booked and billed.

No show at the place of stay: if you do not arrive at the place of stay, an indemnity payment equal to the total cost of the stay will be withheld.

ARTICLE 7 ARRIVAL AND DEPARTURE

Keys will be available for collection from 15.00 on the day of arrival, subject to presentation of the credit card used to make the booking, plus a valid identity document.

Keys are to be returned by 11.00 on the day of departure. After that time, you will be charged for an additional night. These times are for indicative purposes only and may be different for some of our Aparthotels.

ARTICLE 8 OCCUPANCY

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. **ADAGIO** informs you that extra beds cannot be added to Apartments.

ARTICLE 9 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. **ADAGIO** 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, **ADAGIO** 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.

Child Policy: accommodation is free for babies aged under 2 (two), who are staying in their parents' Apartment, provided this is mentioned at the time of booking. Baby kits can be booked in advance, directly from reception (high chair + cot), subject to availability.

ARTICLE 10 PERSONAL DATA

When you book a stay in one of our Aparthotels, the data gathered will be processed jointly by Accor SA and Adagio SAS. This data is necessary to manage your reservation and may be used to get to know you better and to send you information on products and services offered by the AccorHotels group and the Pierre & Vacances Center Parcs group, and Adagio Aparthotels in particular. **ADAGIO** cannot make any bookings without this information.

Your data will be made available to Accor SA, its entities, Adagio SAS and its Aparthotels and to service providers. Your data may be transferred to entities established outside the European Union for the purposes of managing your reservation, and tracking your file, either within the framework of pre-contractual measures or on the basis of permission granted by the French Data Protection Commission [*Commission Nationale de l'Informatique et des Libertés*].

Each Aparthotel carries out its own processing, for which it is responsible, of the data held on you, for the following purposes: commercial management of its reservations and its customers, billing and payment, prospecting and business promotion/development, business statistics and customer satisfaction surveys. The data is made available to the Aparthotel and its service providers, and to the internal departments of Accor SA and Adagio SAS, each to the extent that it is concerned.

In accordance with legal requirements, Accor SA and Adagio SAS must allow you to access, query, correct and contest the data held on you, and you are entitled to issue instructions on how this data is to be treated after your death. This right can be exercised by using the unique address: data.privacy@adagio-city.com.

You are also specifically entitled to opt out of receiving telephone marketing calls by registering your name on the BLOCTEL list.

ARTICLE 11 CARDS AND MEMBERSHIPS

Any benefits, discounts and booking guarantees linked to ACCOR membership cards or loyalty cards (LE CLUB ACCORHOTEL, ACCOR FAVORITE GUEST BUSINESS) are applicable only to bookings made with participating Adagio or Adagio access Aparthotels, and cannot be combined with any other type of offer.

The terms applicable to the awarding of LE CLUB ACCORHOTEL points are governed by the general terms and conditions of the LE CLUB ACCORHOTEL loyalty programme. Please note that no points are awarded for bookings made at Aparthotels that are not affiliated to the loyalty programme.

ARTICLE 12 INTERNAL REGULATIONS

Internal regulations are displayed within each Aparthotel and/or Apartment. All occupants are presumed to have read them. The occupant shall maintain the furniture made available to them within the Apartment in good general condition and declare any defects or malfunctions to reception.

We invite you to take precautions in order to avoid suffering any inconvenience: close the front windows before leaving your Apartment, and lock your door. We remind you that **ADAGIO** is unable to accept any liability for personal items left behind in your Apartment when you leave.

ADAGIO reserves the right to enter Apartments in order to carry out housekeeping work, to check their general condition and to ensure that safety and security rules are being complied with.

Other than in special cases (please check with the Aparthotel), pets are accepted on presentation of a rabies vaccination certificate and a certificate of fitness for ownership in the case of dogs that are subject to restrictions, and provided that the Aparthotel has been notified about the pet in advance, and the fixed charge concerned, which is payable on the spot, has been paid.

Some Aparthotels offer Wi-Fi access (for which a charge may or may not be payable) allowing customers to connect to the Internet. The Customer shall ensure that the IT resources made available to them by **ADAGIO** are not used in any way for the purposes of reproduction, public display or performance, provision or communication to the public of works or objects protected by copyright or related rights, such as texts, images, photographs, musical or audiovisual works, software programs and video games, without the permission of the rights holders, stipulated in books I and II of the French Intellectual Property Code, where such permission is required. The Customer must comply with the security policy of the Aparthotel's Internet access provider, including the rules governing use of the security means put in place to prevent illicit use of IT resources [or other name used in the company's IT charter], and must refrain from any acts that might undermine the effectiveness of these means. If the Customer does not comply with the foregoing obligations, they may face a charge of infringement of copyright (Article L. 335-3 of the French Intellectual Property Code), which is punishable by a 300,000 euro fine and three years' imprisonment.

If the occupant is in breach of the obligations incumbent on them hereunder, including non-compliance with internal regulations, **ADAGIO** reserves the right to cut short their stay.

ARTICLE 13 LIABILITY – REGULATIONS APPLICABLE

13.1 The status of **ADAGIO** Aparthotels varies from country to country. The status of establishments is indicated on **ADAGIO**'s website and on all communication media. The regulations relating to the status of the establishment and to the country will apply.

We therefore wish to point out that Apartments rented within Aparthotels are not covered by the liability regulations applicable to hotel operators. Consequently, **ADAGIO** does not accept any liability in the event of loss, theft or damage to personal effects suffered within its establishments, which are classified as Holiday Residences, either in respect of the Apartments themselves or their car parks and communal areas.

The statute of limitations for monies owed in connection with services sold by **ADAGIO** does not come within the scope of application of the hotel industry statute of limitations (Article 2272 of the French Civil Code). As an exception to Article 2244 of the French Civil Code, if **ADAGIO** sends a recorded delivery letter with acknowledgment of receipt to any customer who owes it money, the statute of limitations applicable in this area will be interrupted.

13.2 Under the regulations in force in some countries, on arrival at the Aparthotel, the customer may be requested to fill out a police registration form. To this end, the customer will be asked to present an identity document, so that a check can be made as to whether they are required to complete the registration form.

13.3 The occupant cannot avail themselves of the legal provisions applicable to residential leases, particularly as regards security of tenure. The occupant shall not give the establishment's address as their address for tax purposes or professional purposes, nor lend or sublet the Apartment to a third party, in any capacity.

13.4 The GTCS are governed by French law, without prejudice to the governing law applicable under international private law. This applies to both substantive and procedural rules.

13.5 The photographs presented on the website and/or in the catalogue are not of a contractual nature. Although every effort is made to ensure that any photographs, graphic representations and texts reproduced for the purpose of illustrating Aparthotels provide as accurate an impression as possible of the accommodation services offered, variations may occur, notably as a result of changes to furniture or any renovation work carried out. The customer shall not be entitled to make any claim on these grounds.

ARTICLE 15 AFTER-SALES SERVICE

Our on-site teams are at your disposal during your stay to respond to any complaints, resolve any problems encountered and to enable you to make the most of your stay. Please contact them with any enquiries.

Any complaints, following your stay, can be submitted:

- via a recorded delivery letter with acknowledgment of receipt, sent to Adagio SAS – Service Relations Clientèle
11, rue de Cambrai – 75947 Paris Cedex 19, France; or
- by sending an email to: contact.adagio@adagio-city.com

within 2 months after the end of your stay, so that we can respond to them as soon as possible. Your attention is drawn to the fact that the longer you take to submit a complaint, the harder it is likely to be for us to settle this in your own best interests. In your letter, please specify the name of the person who booked the stay, the booking number, the place and dates of your stay, and the Apartment or room type booked, to facilitate the processing of your complaint. Please also attach full supporting documentation to your letter, in order to minimise the time taken to process your complaint.

Please note that after making an unsuccessful attempt, formalised in writing, to resolve the dispute via our Customer Relations Department, you are entitled to use a mediation procedure by referring the matter to the Paris Mediation and Arbitration Centre, whose contact details are as follows:

CMAP Centre de Médiation et d'Arbitrage de Paris
39 Avenue Franklin Roosevelt

75008 Paris
France
consommation@cmap.fr

ARTICLE 16 ALTERNATIVE ACCOMMODATION

If an extraordinary event occurs, or if it is impossible to make the Apartment booked available to you, or in the event of *force majeure*, **ADAGIO** may offer you alternative accommodation, subject to your prior agreement, for your entire stay or part of it, in an Aparthotel of equivalent category that provides the same kind of services.

Any additional cost will be payable by **ADAGIO**.

ARTICLE 17 ENFORCEABILITY OF GTCS

By booking one of our stays, you are deemed to accept our GTCS. To find out the terms applicable (and in particular the terms applicable to booking, payment, making changes and cancellation), please consult the terms and conditions published online at www.adagio-city.com. The said GTCS apply for as long as they are published online on the www.adagio-city.com website and **ADAGIO** shall be entitled to amend and/or add to them at any time. In this case, **ADAGIO** will publish the new version of the special Internet terms and conditions of sale online.

As soon as it is published online, the new version of the special Internet terms and conditions of sale will apply automatically to all customers.

By booking a stay with **ADAGIO**, you are deemed to accept these GTCS.

Any bookings made via the website www.adagio-city.com or via mobile services assume that the GTCS and the terms and conditions of sale applicable to the tariff booked have been consulted, and accepted in full and unreservedly. The customer's agreement concerning the GTCS and the terms and conditions of sale applicable to the tariff booked is given at the time of booking; no bookings can be made without this agreement. Customers can save and print out the GTCS, using the standard functionalities available on their browser or computer.

In the event of a conflict between the GTCS and the special terms and conditions of a particular tariff (public tariffs that cannot be changed or are non-refundable) or contract (Corporate or Leisure contracts, etc.), the latter shall prevail.

Article 18 Subsidiaries and Operating Companies

Adagio SAS, a French *Société par Actions Simplifiée* [simplified limited company] with share capital of €1,000,000, Registered office: L'Artois – Espace Pont de Flandre, 11 rue de Cambrai – 75947 Paris Cedex 19, France – 503 938 110 RCS Paris – SIRET 503 938 110 00015 – APE 5520Z – Intra-Community VAT identification number: FR 84 503 938 110. Financial guarantee: Schneider Securities Ltd – 4/4A Bloomsbury Square – London – WC1A 2RP – UK. Public liability insurance: RSA – 153 Rue Saint Honoré – 75001 Paris – France. ADAGIO is appointed by its subsidiaries and Aparthotel operating companies trading under the Aparthotel Adagio, Aparthotel Adagio access or Aparthotel Adagio premium brand to distribute stays, manage and monitor your bookings in their name and on their behalf (excluding transport services, insurance and handling charges or sales of package stays distributed in its own name).

Operating companies: PV-CP CITY (513635987 RCS PARIS), PV RÉSIDENCES & RESORTS FRANCE (508321155 RCS PARIS), AUBETTE TOURISME, SOCIÉTÉ HÔTELIÈRE TOULOUSE CENTRE, SEV.

Subsidiaries: ADAGIO DEUTSCHLAND GMBH, PV EXPLOITATION BELGIQUE SA, NEWCITY APARTHOTEL BETRIEBS GMBH, NEWCITY SUISSE SARL and ADAGIO HOTELS UK LIMITED.