

Stella di Mare Residence

below

« The residence »

operated by the company

« LISA MARE »

GENERAL CONDITIONS OF SALE 2023

The general conditions of sale automatically govern all sales of stays to customers. They are an integral part of any contract between the residence and the client. Each customer acknowledges having read these conditions of sale, prior to any reservation of a stay, for himself and any person participating in the stay.

The reservation is strictly personal and cannot be transferred to a third party. It is recommended that you print a copy for memory. The residence has the right to refuse any reservation derogating from the rules set out in this document, in which case the client will be informed by return email. The reservation will only be final after the residence has sent a confirmation by email and after debiting the amount of the deposit indicated on the reservation form completed by the customer.

The rentals as described in this document correspond to the mini-villas and the villa of the residence.

In the event of a miscalculation (e.g.: if "sets of sheets", "sets of towels", "additional cleaning" etc. have not been counted), the amount will be automatically readjusted. The customer will receive a summary containing all the details relating to his stay, the services chosen and the total price, allowing him to check the details of his reservation. The customer must ensure that all the information displayed complies with that which he has selected, it being understood that any subsequent modification may give rise to invoicing in accordance with the rates in force.

To make the reservation final, the residence asks the customer to send their deposit within 3 working days from the date of reservation.

It is strongly recommended that the customer take out insurance for their personal belongings, the residence declining all liability in the event of a claim (theft, fire, water damage, etc.). Bank and exchange fees are the responsibility of the customer.

No reduction will be granted in the event of lateness or early departure. In case of delay, the reservation will be kept for 24 hours; after this period and without written news from the customer, the reservation will be canceled and the amounts paid retained by LISA MARE. Any stay interrupted or shortened by the customer and for whatever reason cannot give rise to a refund. Minors must be accompanied by their parents or legal guardians.

Reservation of a rental

1. Reservations are made by exchange of emails or through the interactive forms available on the residence's website. No reservations can be made by telephone.

2. Reservations by email are made as follows:
 - a. A request for information from the client to which the residence will respond within two working days,
 - b. A reservation request from the client to whom the residence will provide a reservation form in PDF format within two working days of the reservation request. At this stage, a pre-reservation is registered in the name of the customer. It is valid for a period of 3 working days from the sending of the reservation form by the residence. This period must allow the customer to

complete the form and return it to the residence by post or by return email and to pay the 30% deposit. If the form and/or a check is sent by post, the customer must inform the residence of the shipping method chosen in order to take into account a reasonable delay for the delivery of the post to the address of the residence.

- c. If sending the reservation form and/or a deposit check by post, the post should be sent to the following address:

Résidence Stella di Mare
Hameau de Tarco
20135 CONCA

- d. Once the reservation form has been received by the residence and on condition that the document has been correctly completed, signed and that the deposit has been credited to the residence's bank account, the residence will send a reservation confirmation email. In the event of payment of the deposit by check, an additional period of two working days is necessary to allow the residence to verify the credit of the check. The residence reserves the right to cancel the reservation if the check is rejected by the bank for any reason.

3. **Reservations via the residence's website are made as follows.** Awaiting the release of the new website scheduled for 01/09/2022

Prices

4. The applicable rates are those listed on the residence's website and displayed outside it. They are expressed in euros, VAT included, excluding tourist tax.
5. Accommodation rates, of a mandatory nature, include the maximum number of people indicated by type of rental, a vehicle (a second vehicle on request), gas, electricity, final cleaning and access to the swimming pool .
6. The rates for linen rental services (sets of sheets, sets of towels) and additional cleaning are optional. They will be added to the reservation file as soon as the customer requests the performance of the corresponding service.
7. The tourist tax is a compulsory fee for all people staying (except in the case of exemption). It is: €0.65/pers.+18yrs/day (subject to municipal modification).

Retroactivity of benefits and promotions

8. The advantages and promotions offered by the residence are conditional (mentioned on the offer) and not retroactive.

Payment terms

9. For any reservation, the payment of a deposit of 30% of the price of the accommodation must be made upon reservation within 3 working days of receipt of the email requesting payment of the deposit.
10. The payment of the balance of 70% must be made on the day of arrival when handing over the keys.

11. Optional services (linen rental and additional cleaning) and tourist tax must be paid on the day of handing over the keys at the same time as the payment of the balance of 70%.
12. The deadlines and the balance of the stay are to be paid on time. In the event of non-compliance with these deadlines, the reservation will be canceled and the sums paid retained by LISA MARE.
13. The accepted means of payment are as follows:
 - Cash,
 - Credit card (Visa, Mastercard); American Express, Maestro, JCB, Мир type cards are not accepted,
 - ANCV holiday vouchers with a validity date,
 - Check,
 - Bank transfer.
14. The payment of the deposit can be made by all the aforementioned means of payment with the exception of the credit card.

Allocation of rentals

15. The allocation of rentals is based on availability. Customers can, subject to availability, request the allocation of a rental according to standard characteristics (adjoining on one side only, in height, facing east or south).
16. Given the reservation schedule and its evolution, it is impossible for the residence to guarantee the customer a precise rental number.

Duration of the stay

17. The duration of the stay is understood as the number of nights between the day of arrival and the day of departure.
18. From June 17, 2023 to September 9, 2023, stays have a minimum duration of 7 nights.
19. The minimum length of stay is 4 nights outside the period between June 17, 2023 and September 9, 2023.
20. The residence may, however, in exceptional cases, accept stays of a shorter duration.

Arrivals and departures

21. Arrivals and departures take place on Saturday between June 17, 2023 and September 9, 2023. Outside this period, arrivals are possible every day.
22. Key collection takes place from 5 p.m.
23. The return of the keys takes place no later than 10 a.m.

Restrictions

24. No lightweight installation (tent, hammock, deckchair or personal furniture) is tolerated within the residence.

25. For security and insurance reasons, it is forbidden to exceed the maximum number of occupants provided for in each rental. A baby is considered a person. Customers can have guests and make them enjoy the facilities of the residence after informing the reception of the residence 48 hours before.
26. Pets are not allowed in rentals or in the residence.
27. Smoking is prohibited in the rentals.
28. It is forbidden to use the barbecue inside the rental. It is also forbidden to use the barbecue on windy days.
29. It is forbidden to transport outside the rentals any equipment, furniture, accessories, elements composing the equipment of the rentals or which are made available. The perimeter of each rental includes the interior and the terrace.
30. It is forbidden to connect an electric vehicle to a rental outlet.

Deposit, inventory and material damage

31. A deposit of €500 for rentals (by check or cash only) is required when the keys are handed over.
32. The deposit by check will be returned to you on the day of departure after inventory or by post within the following month, in particular if it is impossible to carry out the inventory at the time of departure.
33. The inventory of fixtures is carried out by the cleaning staff of the residence at the time of check-out. An overall review of the material, furniture and real estate condition is carried out on this occasion.
34. The inventory of fixtures is the subject of an appointment at the reception in order to suit the departure times of the customers, in particular those who have planned a departure very early in the morning.
35. Any missing, broken or damaged items will be charged as follows:
 - a. Crockery: 5 euros per utensil, instrument or tool;
 - b. Maintenance tools (brooms, rags, bucket): 5 euros per item;
 - c. Linen (sheets, towels): 15 euros per item;
 - d. Consumables (batteries, bulbs, fuses): 5 euros per item;
 - e. Mobile furniture (chairs, table, mirror, armchairs, sofa, etc.): according to the price indicated on presentation of invoice by the lessor plus 10 euros;
 - f. Furnishings (wall socket, light, shower, air conditioning, decorations, etc.): according to the price indicated on presentation of invoice by the lessor plus 20 euros;

- g. Electronic and household equipment (TV, dishwasher, microwave, washing machine, coffee maker, air conditioning, associated accessories, etc.): according to the price indicated on presentation of invoice by the lessor plus 50 euros. ;
- h. Loss of keys (rental key) will be charged at €130. The loss of the duplicate key will be charged 50€.

Check-in and entering the rental

- 36. The keys are handed over from 5 p.m. The client is authorized to enter the rental once the keys have been hand-delivered and once the arrival formalities (check-in) have been completed.
- 37. The arrival formalities (check-in) are carried out at the reception of the residence. They include payment of the balance, optional services and tourist tax, presentation of the residence, delivery of the rental access plan and delivery of WiFi identifiers.
- 38. The tenant has a period of 24 hours from the day after his arrival to report any anomaly noted in his rental (material malfunction, missing element of any kind).
- 39. Anomalies related to cleaning must be reported immediately to reception within one hour of the handing over of the keys.
- 40. Beyond these deadlines, the reception declines all responsibility in the resolution of these anomalies.
- 41. In case of occurrence of an anomaly beyond these deadlines, the report to the reception must be made during the opening hours of the reception except in cases of extreme emergency (lack of electricity, fire, flood, intrusion by burglary).

Return of the keys and exit from the rental

- 42. The return of the keys takes place no later than 10 a.m. on the last day of the stay.
- 43. Customers are asked to leave the rental in a correct state of cleanliness (dishes done, garbage cans emptied and thrown away in the communal area provided for this purpose, toilets and drains clean). Otherwise, no dispute will be accepted and a cleaning service of 65 € will be invoiced.

Cancellation policy

- 44. Any cancellation request must be sent by email to the residence.
- 45. The customer has the choice of requesting either a refund of the deposit (subject to compliance with the deadline provided for in the following paragraph) or requesting a credit note valid for a subsequent stay.
- 46. Whatever the reason for the cancellation, the refund of the reservation deposit will only take place if the cancellation request email reaches the residence more than 30 days before the start of the stay for which the reservation is made.
- 47. In all other cases and whatever the reason for cancellation, no refund will take place.
- 48. The refund of the deposit is made by bank transfer within 72 hours of receipt of the customer's IBAN and after the residence has sent an email acknowledging receipt of the bank details.

Cancellation policy in the event of a pandemic

- 49. In the event of total or partial closure of the residence during the dates of the reserved stay (closure assimilated to a measure of total or partial prohibition of reception of the public, 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 residence, the sums paid in advance by the Customer for the reservation of the stay will be reimbursed within 30 days.

50. However, the customer cannot be held liable for additional compensation beyond this reimbursement of the sums already paid for the booking of the stay.
51. By way of derogation from the provisions of paragraphs 46 and 47, any duly justified cancellation of the stay due to the fact that the client is affected by COVID 19 (infection) or another infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates will give rise to: reimbursement of sums paid in advance.
52. By way of derogation from the provisions of paragraphs 46 and 47, in the event that the customer is forced to cancel the stay in full due to government measures that do not allow participants to travel (general or local confinement, travel ban, closure of borders), even though the residence is able to fulfill its obligation and welcome customers, the residence will reimburse the sums paid in advance.
53. The customer will also be offered a credit note for the amount paid for a subsequent stay, credit note valid for 18 months, on the date of cancellation.

Changes to stay

54. On request, it is possible to modify your stay (dates and/or category of accommodation), subject to availability and accommodation possibilities.
55. In the event that the amount of the new stay is higher, the difference between the two reservations is due. Please note, in the event of a modification to the stay, the customer will not be able to benefit from promotions subsequent to his initial reservation, the date of the first reservation being taken as proof.
56. In the event that LISA MARE cannot accede to your modification request, the initial stay will be maintained unless canceled by the customer.

Mediation of consumer disputes

57. In accordance with Article L. 612-1 of the Consumer Code, within one year of the written complaint to customer service, subject to Article L.152-2 of the Consumer Code, the customer has the option to submit a request for amicable resolution by way of mediation, with the Mediator of Consumption (CM2C.net) by Internet via the contact form: <https://www.cm2c.net> - by post : CM2C.net 14, rue Saint-Jean - 75017 Paris

Right of Retraction

58. Under the provisions of Article L 221-28 12° of the Consumer Code, LISA MARE informs you that the sale of accommodation services provided on a specific date, or according to a specific periodicity, is not subject to the provisions relating to the withdrawal period of 14 days.

Right to one's image

59. The client authorizes LISA MARE, as well as any professional service provider that LISA MARE has hired, to photograph, record or film him in a promotional video during his stay in the residence and to use said images, sounds, videos and recordings on all media (in particular on the residence's website, its YouTube page, on the residence's presentation and promotion media and on travel or tourist guides). This authorization applies to people staying in the rentals. Its sole purpose is to ensure the promotion and animation of the campsite and may in no way harm the reputation of the customer. This authorization is granted free of charge, for all countries and for a period of 5 years.

Data protection and freedom

60. The information that the customer communicates to us when making his reservation will not be transmitted to any third party. This information will be considered by LISA MARE as confidential. They will be used only by the internal services of LISA MARE, for the processing of their reservation and to reinforce and personalize the communication and the offer of services reserved for the customers of the residence according to their centers of interest. In accordance with the Data Protection Act of January 6, 1978, the customer has a right of access, rectification, and opposition to personal data concerning him. To do this, simply make a request to the residence by post to the address of the head office, indicating your: surname, first name and address:

LISA MARE – 940 route de la mer – 20240 GHISONACCIA

Résidence Stella di Mare – Hameau de Tarco - 20135 CONCA – SIRET : 49070500100025 Tél : 0033 (0)4 95 73 20 52

Siège social – 940 route de Ghisoni - 20240 GHISONACCIA – SIRET : 49070500100017 Tél : 0033 (0)4 95 56 06 59

LISA MARE – Société à responsabilité limitée au capital de 1.000,00 € - SIREN 490 705 001

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