

## **CONDITIONS GENERALES DE SERVICE**

### **DOMAINE SANTA GIULIA PALACE**

Domaine Santa Giulia Palace is a hotel residence offering accommodation for rent, subject to the provisions of articles D.321-1 and D.321-2 of the French Tourism Code (hereinafter "the Domaine "). The Domaine is operated by Objectif Résidence Sud Corse (SARL, 392 069 621 RCS Ajaccio, TVA intracommunautaire est FR67 392 069 621), whose head office is located at lieu-dit "Santa Giulia", Résidence Santa Giulia Palace, in Porto Vecchio (20137).

These general terms and conditions of service apply to all bookings made after March 18, 2024, until further notice. These terms and conditions are available on the [www.santa-giulia.net](http://www.santa-giulia.net) website and will be sent as a PDF file by e-mail to each booking confirmation so that they can be kept on a durable medium. To contact us, please fill in the contact form on the website.

#### **Article 1 - Definitions**

In the present terms and conditions of service, the terms defined below shall have the following meaning, whether used in the singular or plural.

<b>Acknowledgement of receipt</b>	e-mail sent by the Domain or generated by the Site to the Customer summarizing the reservation made by the Customer, and confirming its receipt by the Domain.
<b>Contract</b>	the Contract is formed by the Reservation, the Acknowledgement of Receipt, the Payment and the Reservation Confirmation. The Contract includes all its documents, the present T&Cs and any subsequent agreement concluded in writing between the Parties.
<b>CGS</b>	these general terms and conditions of service, applicable to customer reservations at the Domaine
<b>Domaine</b>	Refers to Domaine Santa Giulia Palace
<b>Booking confirmation</b>	e-mail sent by the Domaine summarizing the characteristics of the reservation, the accommodation and the amounts paid. Acceptance of the Reservation Confirmation is binding on the Customer.
<b>Client</b>	Physical persons acting for purposes that are not part of their commercial, industrial, craft, liberal or agricultural activity
<b>Partie</b>	Domaine and/or Client(s)
<b>Partners</b>	service providers such as tour operators, travel agencies and online booking sites other than the Domaine.
<b>Website</b>	Domain website: <a href="http://www.santa-giulia.net">www.santa-giulia.net</a>

#### **Article 2 – Objet et champ d’application des documents contractuels**

Les CGS définissent les droits et obligations des Parties résultant de la Réservation d’un séjour au Domaine.

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The GCS and the Acknowledgement of Receipt constitute the agreement between the Customer and the Domaine. They cancel and replace all letters, e-mails, conversations, proposals, offers and agreements delivered or exchanged in writing or orally, or signed previously and relating to the same subject. Information contained in brochures, price lists or any other advertising documents or the Site is provided for information purposes only and is not binding on the Domaine.

Any reservation made by the Customer implies full, complete and unreserved acceptance of the GCS, which the Customer accepts and of which he acknowledges having had full prior knowledge. Any special conditions derogating from or in addition to the GTS must be accepted by the Domaine in writing beforehand. Upon reservation, the Customer will receive an Acknowledgement of Receipt of Reservation, which will take precedence over the GCS in the event of any deviation therefrom. In the event that any one of the stipulations of these GCS is deemed null and void, the other clauses will remain in full force and effect. Le Domaine reserves the right to modify these GCS at any time. The version applicable to the Customer is that in force on the date of the Acknowledgement of Receipt. The Customer is hereby informed that the Domaine enters into agreements with third-party travel service providers in order to enable the Customer to search for, select and book accommodation at the Domaine using the services offered by the Partners on their internal website. Any reservation made under these conditions implies consultation of the general and special terms and conditions of the Service Providers and of these GTS.

In the absence of proof to the contrary, the data recorded in the Domaine's computer system constitutes proof of all transactions concluded with the Customer. In accordance with the French Data Protection Act of January 6, 1978, reinforced and supplemented by the RGPD (General Data Protection Regulation) which came into force on May 25, 2018, the Customer has the right to access, rectify, oppose, delete and port all of his or her personal data at any time by writing, by post and providing proof of identity, to the address of the Domaine's head office and via the contact form on the Site.

#### **Article 3 - Pre-contractual information and customer acceptance**

The Customer acknowledges having been informed, prior to booking, in a legible and comprehensible manner, of the present General Terms and Conditions and of the Acknowledgement of Receipt containing the following information:

- the essential characteristics of the services ;
- the price of the services and ancillary costs;
- the date or deadline by which the Domaine undertakes to provide the reserved services;
- information concerning the identity of the Domaine, its postal, telephone and electronic contact details, and its activities, if not obvious from the context,
- information on legal and contractual warranties and how to make use of them;
- the possibility of recourse to conventional mediation in the event of a dispute for consumer customers;
- information on important contractual conditions;
- accepted means of payment.

#### **Article 6 – Reservation**

##### **1. Customer's choice**

The Customer selects on the Site or on site, the services he wishes to take advantage of. The Customer acknowledges that he has taken cognizance of the nature, destination and booking conditions of the services and accommodation available on the Domaine's Site or on the Partners' Site, and that he has requested and obtained the necessary and/or additional information in order to make his Booking with full knowledge of the facts. The Customer is solely responsible for his choice of services and their suitability for his needs, and the Domaine cannot be held liable in this respect.

The Customer must indicate the dates of the stay and the number of people taking part in the stay. They must provide the Domaine with their contact details. The Customer attests to the truthfulness and accuracy of the information provided to the Domaine at the time of booking.

##### **2. Acceptance of the Reservation by the Domaine**

On the basis of the Customer's request, and subject to the availability of accommodation on the dates requested, the Domaine issues an Acknowledgement of Receipt which summarizes the contract offer, the services booked, the prices, the conditions of service relating to the selected rates, accepted by the Customer, the date of stay

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and the Domaine's contact details. It is the Customer's responsibility to check that all the information provided corresponds to his/her request.

The Domaine reserves the right to refuse any reservation made by a Customer for any legitimate reason, in particular (but not exclusively) in the event of abnormal requests or behavior on the part of the Customer, or in the event of a dispute relating to the payment of a previous reservation. For example, insulting or impolite behavior at the time of booking, or a disproportionate request in terms of number of people, may be considered legitimate grounds for refusing a reservation.

#### 3. Types of reservation

The Domaine has three (3) accommodation categories: " Comfort " , " Premium " and "Prestige".

All categories come with a parking space in our free, open parking lots. Access to our three (3) swimming pools is free, but under-age children must be supervised at all times. The "Coulour de nage" pool is forbidden to children under the age of twelve (12). Accommodation can be booked at the various rates shown on the Sites with the corresponding price conditions.

#### 4. Booking confirmation

In the event of agreement with the terms of the quote contained in the Acknowledgement of Receipt, a 3D SECURE link is transmitted by the Domaine to the Customer for the reservation after acceptance of the present GCS, using which the Customer enters the data enabling payment of the reservation. Once payment has been made by the Customer, the Reservation Confirmation is sent by the Domaine to the Customer. The Contract will not be formed until the Domaine has sent the Reservation Confirmation. If the amount indicated in the 3D SECURE link is not paid, the Reservation will be automatically cancelled.

#### 5. Reservations with Partners

Reservations made by the Customer via the Partners are made through the Partner reservation services. The Customer must accept these GTS and the contractual conditions of the Partner.

In principle, a 3D SECURE link is sent to the Customer by the Domain once the reservation has been made via the Partner site. The reservation is deemed to have been made as soon as the Customer has paid via the 3D SECURE link and the Domaine has sent the Reservation Confirmation.

Cancellation conditions may differ (for reservations on partner sites). Within the framework of the partnership with the operator Expedia, where this Partner manages the entire relationship with the Customer for the Reservation and the Reservation Confirmation.

### **Article 7 - Customer service**

For any complaint relating to a Reservation, customer service is available to the Customer and can be contacted as follows:

- +33 (0)4 95 70 49 88
- info@santa-giulia.net
- Domaine Santa Giulia Palace - 20137 PORTO VECCHIO

Complaints relating to the non-performance or poor performance of hotel services must be brought to the attention of the Domaine in writing within eight (8) days of the date of departure from the Domaine.

### **Article 8 - Cancellation or modification**

#### 8.1. By the Customer

Once the first payment has been made by the Customer, the Contract is definitively formed and the Reservation can no longer be cancelled or modified. Except in the cases set out below, no refund will be given to the Customer in the event of cancellation or modification after the deposit has been paid. The Customer is also required to pay the balance of the Reservation within the agreed deadline.

No cancellation or modification may be made due to weather conditions.

**Without prejudice to the aforementioned stipulations, the Consumer Customer is expressly informed that, in accordance with the provisions of article L.221-28, 12° of the French Consumer Code, he/she does not benefit from the right of withdrawal for reservations made with the Domaine.**

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**The pricing conditions specify the terms and conditions for cancelling and/or modifying a reservation.**

Where price conditions permit, the reservation may be modified directly with the Domaine by any means (telephone, e-mail, Domaine website or Partner website). The modification must be expressly accepted by the Domaine.

**Cancellation fees for Domaine Reservations:** Cancellation fees vary according to the time between cancellation and the start of the booked stay, and according to the rate booked.

#### **STANDARD rate**

- for all bookings cancelled up to 30 days before arrival, no charges apply
- between 29 and 16 days before arrival: 30% of the total amount of the reservation is due
- between 15 and 8 days before arrival: 50% of the total amount of the reservation is due
- between 7 and 1 day(s) prior to arrival: 100% of the total amount of the reservation is due

Under the SMART rate, reservations are neither refundable nor modifiable, so by definition they will be billed and deemed cancelled in the event of a no-show. This rate is not distributed via a partner site and cannot be demanded.

**In the event of interruption of the stay by the customer**, the entire agreed price will be cashed. In the case of Reservations with prepayment, no refund will be granted.

**In the event of a no-show(1)**, the Domaine will debit the Customer for 100% of the amount of the Reservation. Furthermore, the Reservation will be considered cancelled for the remainder of the stay twelve (12) hours after the scheduled arrival time, unless the Customer informs the Domaine to the contrary. These stipulations apply both to bookings made directly and to bookings made on the Domaine's partner platforms.

**Cancellation fees for bookings made through a partner site:** Cancellation fees vary according to the time between cancellation and the start of the booked stay, and according to the rate booked. These cancellation fees apply to bookings made via a Partner website.

- for bookings cancelled up to 30 days before arrival, no charge will be applied
- after this deadline, 100% of the reservation amount will be charged for cancellations between 0 and 29 days before arrival.

#### **8.2. By the Domaine**

If the Domaine is obliged to cancel or modify the Reservation after the deposit has been paid, except in the cases referred to in article 12, the Domaine undertakes to :

- Refund the deposit to the Customer and,
- If the Customer is a consumer, to compensate the Customer for the balance of the reservation price.

### **Article 9 - Pricing conditions**

#### **9.1. Rates**

The price of the Reservation is indicated on the Site and is included in the Reservation Acknowledgement. The price is per accommodation for the number of person(s) and date selected. Prices are confirmed to the Customer in euros, inclusive of tax, and are valid only for the period indicated on the Site. All bookings are payable in euros. Unless otherwise stated, additional services (breakfast, cleaning, personal welcome) are not included in the price. Tourist tax is included in the price.

Prices include VAT applicable on the date of order, and any change in the VAT rate will be automatically reflected in the prices indicated on the invoice date.

**A deposit of five hundred (500) euros will be required on arrival by pre-authorized bank transfer.**

Any modification or introduction of new legal or regulatory taxes imposed by the competent authorities will automatically be reflected in the prices indicated on the date of invoicing.

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#### 9.2 Billing terms

When the Reservation is made, after receipt of the Acknowledgement of Receipt and the 3D SECURE link, the total or partial amount of the stay is debited, including all taxes. Breakfast and any additional services selected by the Customer must be paid for on site.

In the case of a Reservation made on the Domaine website or directly (on site or by telephone):

§ unless different booking conditions apply (smart rate), 50% of the total cost of the stay will be debited at the time of booking.

§ thereafter, the remaining balance of 50% of the total amount of the Reservation will be debited forty-five (45) days before the arrival date.

Prior to the Customer's arrival, the entire stay must be paid for.

In the case of a Reservation made on the website of one of the Domaine's Partners, and in accordance with their general terms and conditions: 100% of the Reservation amount must be paid at the time of Reservation.

#### 9.3. Security deposit and ancillary services

On arrival, the Domaine may ask the customer for a security deposit or authorization to debit the credit card, in order to guarantee payment of the sums corresponding to the services consumed on site. Any extras (breakfast, cleaning services, personal welcome) not explicitly included in the rates will be payable directly on site.

Deposits and/or payments on site may be made by credit card (Visa, MasterCard, American Express) or cash (maximum 1,000 euros).

#### 9.4. Storage and archiving

The Domaine shall ensure that the written document evidencing the conclusion of the contract for an amount equal to or greater than one hundred and twenty (120) euros is kept for a period of three (3) years from the conclusion of the contract until the provision of services, and shall guarantee access to it at any time during the same period. Contractual documents will be kept in electronic or paper format.

### **Article 10 – Stay at the Domaine**

#### 10.1. Check-in and check-out times

On arrival at the Domaine, the Customer will be asked to complete an identity form and to provide proof of identity in accordance with the information provided at the time of Reservation. All occupants of the accommodation will be required to provide proof of identity, the details of which will be included in the Customer form. Check-in and check-out are carried out at the Domaine reception desk. The Domaine guarantees that accommodation will be available from 5 p.m. on the day of arrival. Accommodation must be returned by 10 a.m. on the day of departure.

Failure to respect this deadline may result in the billing of an additional night.

It is advisable to use the " Comments or additional information " box on the booking form to give notice of the estimated time of arrival, particularly if it is late. Reception is open from 8 a.m. to 9 p.m., but keys are available for guests arriving outside these hours. Check-in is the day after arrival, check-out the day before.

If full payment has not yet been made, the customer must pay the price of the nights used before leaving the Domaine. The deposit paid will be refunded after departure if no damage is noted after the Customer has left the accommodation.

Upon arrival, the entire stay is due and payable.

#### 10.2. In the accommodation

Pets are not allowed in the Domaine.

The Customer accepts and undertakes to use the accommodation with good manners. Any behavior contrary to good morals and public order will lead the Domaine to ask the Customer to leave the establishment without any compensation or refund if payment has already been made. In the event of material damage, loss, breakage or theft, the amount will be deducted from the deposit paid on arrival.

#### 10.3. Relocation

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In the event of an exceptional event or the impossibility of making the reserved accommodation available to the Customer, or in the event of force majeure, the Domaine reserves the right to arrange for the Customer to be accommodated in whole or in part in a hotel of equivalent category, for services of the same nature and subject to the Customer's prior agreement. Any additional cost of the room, transport between the two hotels and a telephone call will be borne by the Domaine.

#### **Article 11 – Responsibility**

##### **11.1. Photographs**

The photographs presented on the Domaine's website or those of its partners are for information purposes only. The photographs are intended to give as accurate an idea as possible of the accommodation offered. However, variations may occur, particularly due to changes in furnishings or renovations. In addition, not all accommodations are identical.

##### **11.2. Non-performance of the Domain and Partners**

The Domaine cannot be held responsible for the non-execution or poor execution of the Reservation in the event of force majeure, the act of a third party, unforeseeable and insurmountable, the act of the Customer, in particular the unavailability of the Internet network, impossibility of access to the website, external intrusion, computer virus. Under no circumstances can the Domaine be held responsible for "exceptional and unavoidable" circumstances within the meaning of article L.211-16 of the French Tourism Code, such as war, terrorist attacks, riots, epidemics, pandemics, cyclones, tsunamis, or for reasons relating to the safety of travellers or an injunction from an administrative authority. The WI-FI service is subject to acceptance of the general conditions of use of the said service. Any reservation or payment that is irregular, inoperative, incomplete or fraudulent for any reason attributable to the customer will result in cancellation of the order at the customer's expense, without prejudice to any civil or criminal action against the customer.

Partners are responsible for the promotion of offers on their own websites, mobile services and/or any other tools used to access the Domain Site.

##### **11.3. Customer damages**

The Domaine may not be held liable for any damage suffered by the Customer or his/her guests if the number of occupants of the reserved accommodation does not comply with the Reservation, nor in the event of non-compliance by the Customer and/or his/her guests with any safety, hygiene or other instructions given by the Domaine to the Customer at the time of Reservation and/or arrival.

The Customer is informed that the Domaine may decide to put an immediate end to the provision of services in the event of any excesses resulting from the behaviour of the Customer and/or his/her guests. In this case, no reimbursement or compensation will be granted to the Customer. Thus, any behavior that is contrary to good morals, violent, particularly noisy, disturbing to the Domaine's staff and/or other Customers, or that appears inappropriate to the situation, may justify the immediate termination of the provision of services by the Domaine.

The Domaine does not guarantee the Customer in the event of theft and/or damage to his/her personal belongings. The Customer remains solely responsible for the security of his/her personal belongings.

Likewise, improper parking on the Estate will be considered a fault and will not give rise to compensation in the event of damage to the Customer's vehicle on the Estate.

For business customers, the Domaine's liability is limited to direct damage and may not exceed the amount paid for the stay. Under no circumstances will the Domaine be liable to compensate for indirect damage such as loss of business, profit or lost earnings.

#### **Article 12 – Force majeure**

Force majeure refers to any unforeseeable, insurmountable event external to the parties, which prevents either the Customer or the Domain from fulfilling all or part of its obligations under the contract.

Cases of force majeure or fortuitous events are those usually recognized by the jurisprudence of French Courts and Tribunals.

Force majeure also includes any computer hacking that results in a change in hosting prices and/or availability at the Domaine, or the introduction of strict confinement.

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Each party may not be held liable to the other party in the event of non-performance of its obligations resulting from an event of force majeure. It is expressly agreed that force majeure suspends the parties' performance of their mutual obligations, and that each party shall bear the costs arising therefrom.

#### **Article 13 – Dispute resolution and applicable law**

The law applicable to the contract is French law.

The Domaine informs the Customer of the possibility of having recourse, in the event of a dispute relating to these general terms and conditions, to a conventional mediation procedure or any other alternative dispute resolution method, under the conditions set out in Title I of Book VI of the French Consumer Code.

After the Customer and the Domaine have attempted to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of referral, the Customer may refer the matter to the Médiateur du Tourisme et du Voyage, whose contact details and referral procedures are available on his website: [www.mtv.travel](http://www.mtv.travel).

#### **FOR PROFESSIONAL CUSTOMERS**

ANY DISPUTES ARISING FROM THIS CONTRACT SHALL BE SUBMITTED TO THE MARSEILLE COMMERCIAL COURT, EVEN IN THE EVENT OF A WARRANTY CLAIM, MULTIPLE DEFENDANTS OR INCIDENTAL CLAIM.

#### **FOR CONSUMER CUSTOMERS**

DISPUTES ARISING FROM THIS CONTRACT SHALL BE SUBMITTED, AT THE OPTION OF THE CONSUMER CUSTOMER, TO ONE OF THE COURTS HAVING TERRITORIAL JURISDICTION UNDER THE CODE OF CIVIL PROCEDURE.

#### **Article 14 – Personal data protection**

Pursuant to Law 78-17 of January 6, 1978, amended by Law no. 2018-493 of June 20, 2018, it is reminded that the personal data requested from the Customer is necessary for the processing of his/her Reservation and the preparation of invoices, in particular. This data may be communicated to any partners of the Domaine entrusted with the execution, processing, management and payment of orders. The processing of information communicated via the [www.santa-giulia.net](http://www.santa-giulia.net) website complies with legal requirements for the protection of personal data, and the information system used ensures optimum protection of such data. In accordance with current national and European regulations, customers have the right to permanent access, modification, rectification, opposition, portability and limitation of the processing of information concerning them. This right may be exercised under the terms and conditions defined on the [www.santa-giulia.net](http://www.santa-giulia.net) website.

#### **Article 15 – The presence of video surveillance cameras**

The Domaine informs customers that video-surveillance cameras have been installed on the Domaine for security reasons. The Domaine undertakes to use these images only for what is strictly necessary to preserve security on the Domaine. The images will not be broadcast or used for any other purpose. No cameras will be installed in the accommodation.