

GENERAL TERMS AND CONDITIONS OF SALE

GARDEN CITY SAS operates, directly or indirectly, tourist residences in France, offering flat rentals. These general terms and conditions of sale apply to all bookings made within an establishment member of the GARDEN CITY network. Any reservation of a stay implies, regardless of the sales channel used, the acceptance of these GTC.

Article 1. Reservation

1.1 The reservation of a flat is valid only after written confirmation of its acceptance by GARDEN & CITY in the form of an email sent to the customer and summarizing the conditions of the stay booked.

1.2 A multiple booking is a booking from seven apartments and/or ten (10) people in the same establishment and made by the same legal entity or individual. In the event of a multiple booking, a specific group contract must be concluded, which will prevail, in the event of contradiction, over the provisions of the GTC.

1.3 The client declares that the booking is made for his/her personal needs : the reservation is nominative and may not be transferred to a third party, either free of charge or for a fee. The choice of services reserved is the sole responsibility of the client. It is forbidden to carry out any commercial, craft or professional activity in the flats.

Article 2. Rates

2.1 Accommodation service : the rates for the accommodation service are per flat and per night, and include charges (water, electricity, heating, internet).

The rates vary according to the reservation date, the start date of the stay, the length of the stay, the type of flat (studio, 2 rooms, etc.), and the type of rate (flexible short stay, flexible degressive, femi-flexible, Best Deal).

GARDEN & CITY offers 4 types of rates.

Flexible rates : these rates require a guarantee at the time of booking (see article 3 below), full payment or payment of the balance on arrival at the establishment (see article 4 below), and allow total cancellation without charge under certain conditions (see article 5 below).

Flexible degressive rates : these rates require a guarantee at the time of booking (see article 3 below), payment in full or of the balance on arrival at the establishment (see article 4 below), and allow total cancellation without charge under certain conditions (see article 5 below).

Semi-flexible rates : these rates require a guarantee at the time of booking (see articles 3 and 4 below) and allow total cancellation without charge under certain conditions (see article 5 below).

Best Deal rates : these rates require full prepayment at the time of booking (see article 4 below), and do not allow refunds or changes to the booking (see article 6 below).

GARDEN & CITY applies degressive rates according to the length of stay : for stays of 4 nights or more, the rate for the accommodation service is reduced from the first night onwards, in all establishments and for all periods (unless special conditions are specified at the time of booking).

All reservations, regardless of their origin, are payable in the local currency of the establishment. The price of the accommodation does not include any ancillary services or the tourist tax.

2.2 Cleaning : the prices of stays of 8 nights or more include a weekly cleaning covering the cleaning of the flat (except for the kitchen and the dishes) and the change of the bed linen and towels, and also the cleaning at the end of the stay.

Prices for stays of less than 8 nights do not include the cleaning service. This service can be requested directly from the reception desk and will be invoiced as an extra.

2.3 Breakfast service : some rates include breakfast. In this case, breakfast is included for the entire duration of the stay and for all persons included in the reservation.

For all other rates, breakfast is not included and has to be paid extra on site.

Breakfast is offered for children up to the eve of their fourth birthday, subject to a minimum of one breakfast charged. (Provided that the establishment offers this service)

2.4 Ancillary services : unless expressly included in an offer, ancillary services (late check-out, catering, laundry, snacking, etc.) will be invoiced as an extra.

2.5 Promotional offers : promotional offers are subject to special conditions, which are communicated with the offer. Promotional offers cannot be combined.

2.6 Price changes : GARDEN & CITY reserves the right to change prices in case of legislative and / or regulatory changes that may lead to a variation in prices (in particular modification or creation of taxes). Any change or creation of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices indicated on the date of the invoice.

2.7 The tourist tax is not included in the rates. Its amount is determined per adult (person of full age) and per day and varies according to local regulations and the classification of the residences in force. It must be paid either on site or when booking.

2.8 Prices "Starting from" : the prices indicated in the communication media and on the website associated with the mention "Starting from" are indicative of offers for specific lengths of stay, periods and cities.

2.9 Baby policy : accommodation is free of charge for any child under the age of four (4), provided that this is stated at the time of booking. Baby chairs and cots are available upon reservation at the reception, subject to availability.

Article 3. Guarantees

3.1 Accommodation services : all reservations must be validated with a valid credit card number for the entire duration of the stay.

3.1.1 For bookings on flexible rates, a guarantee will be taken on the credit card at the time of booking: For any stay between 1 and 3 nights : a bank pre-authorisation (PLBS) corresponding to the price of the first night.

For any stay between 4 and 27 nights : a pre-authorisation (PLBS) corresponding to the price of the first two nights.

3.1.2 For bookings on semi-flexible rates, the guarantee taken on the bank card corresponds to the total amount of the booking.

3.2 The guarantee may be used by GARDEN & CITY in the event of non-payment by the occupant of sums due to GARDEN & CITY, in respect of the accommodation service and/or ancillary services consumed on site (breakfast, telephone, parking, etc.).

3.3 For stays of more than 28 nights on French territory, a seasonal rental contract will be concluded between the establishment and the occupant. The occupant must provide the following documents : the last 3 pay slips and/or the last tax notice, a K-BIS extract for companies, an up-to-date proof of address, a bank account details, a copy of a valid identity document and a bank guarantee in the form of a credit card number in the name of the occupant valid until the end of the stay. The reservation or its extension will not be confirmed if all these documents are not present at the time of signing the accommodation contract.

Under no circumstances may the client make the rented premises his/her main residence, whatever the reason. The client undertakes to have, for the entire duration of the rental period, an effective principal residence.

A joint inventory of fixtures between GARDEN & CITY and the client will be drawn up at the entrance and exit of the flat.

Article 4. Payment of the reservation

4.1 Payment terms :

4.1.1 For bookings on flexible rates, for any stay between 1 and 27 nights, the full balance of the stay must be paid on arrival, minus the deposit.

4.1.2 For bookings on semi-flexible rates, 100% payment is due 15 days before arrival.

4.2 Methods of payment :

Below is the list of available payment methods : by credit card (Mastercard, Visa, AMEX*), cash (in compliance with the regulations in force at the date of payment), bank transfer, holiday cheque.

* Available depending on the residence.

4.3 Late payment :

In the event of failure to comply with the above-mentioned payment deadlines, the establishment reserves the right to cancel the reservation.

Article 5. Cancellation / Modification of the reservation

5.1 Conditions for total cancellation of the reservation :

5.1.1 For bookings on flexible rates, the deadline for cancellation of the booking without charge depends on the total duration of the stay initially booked.

Cancellation is free of charge :

- For any stay between 1 and 3 nights : until 12.00 noon of the day before the arrival date.

- For any stay between 4 and 27 nights : up to 3 days before the day of arrival, 12:00.

Beyond these deadlines and in case of no-show of the occupant on the day of arrival, GARDEN & CITY reserves the right, except for specific local regulations, to apply the following cancellation fees :

- A charge of the value of 1 night at the reserved rate, for any stay between 1 and 3 nights.

- A charge of 2 nights' value at the booked rate will be levied for any stay between 4 and 27 nights.

5.1.2 For bookings on semi-flexible rates, cancellation is free of charge until D-15.

After this time and in the event that the occupant does not show up on the day of arrival, GARDEN & CITY will apply cancellation fees equivalent to the total amount of the stay and will therefore not refund any deposit.

5.1.3 With regard to additional services selected at the time of booking : no cancellation made after the above-mentioned deadlines will be taken into account by GARDEN & CITY. The amount of ancillary services booked remains payable in proportion to the nights billed.

5.2 Conditions for modifying the reservation :

5.2.1 Any change to the date, duration of stay, type of flat or place of stay of the reservation initially confirmed by GARDEN & CITY will be considered a partial cancellation of the reservation.

Given the degressive rates GARDEN & CITY linked to the duration of stays, if the partial cancellation of the reservation corresponds to a change in the duration of stay, it is likely to generate a change in rate.

If the length of stay is shorter than the one initially booked, the change in rate is retroactive to the day of arrival.

Subject to availability and at the discretion of GARDEN & CITY, the length of stay may be changed, without obligation to remain in the same flat or at the same price.

5.2.2 For flexible rates, in addition to a change in the rate, any partial cancellation of the reservation is likely to result in the payment of the following cancellation fees :

Partial cancellation is free of charge :

- For any stay between 1 and 3 nights : until the day before the anticipated departure, 12:00.

- For any stay between 4 and 9 nights : up to 2 days before the anticipated departure, 12:00.

- For any stay between 10 and 27 nights: up to 3 days before the anticipated departure, 12:00.

Beyond these deadlines, GARDEN & CITY reserves the right to apply the following cancellation fees and may charge :

- One night, for any stay between 1 and 9 nights,

- The cancelled nights (up to 4 nights), for any stay between 10 and 27 nights.

5.2.3 For semi-flexible rates, in addition to a change in the rate, any partial cancellation of the reservation is likely to incur the following cancellation charges :

Partial cancellation of the reservation is free of charge up to 15 days before arrival.

Beyond this period, GARDEN & CITY will apply a cancellation fee equivalent to the entire stay and will not refund any deposit.

5.2.4 In the case of an extension of the length of stay, and given the degressive nature of GARDEN & CITY rates linked to the length of stay, confirmation will be subject to acceptance by GARDEN & CITY and the

rate change will be applied from the date of announcement of the extension of the stay for the additional night(s). The rate change will not apply retroactively.

5.3 Notification :

To be taken into account, any modification (total or partial cancellation - extension) must be notified :

- Directly to the establishments by e-mail.

- To the service provider with whom the flat was booked in other cases.

Article 6. Non-exchangeable / non-changeable / non-refundable stays and offers

Bookings on Best Deal rates are NON EXCHANGEABLE, NON REFUNDABLE.

For these holidays, the following conditions cancel and replace the cancellation and modification conditions mentioned above :

Prepayment of the total amount of the stay : all reservations must be accompanied by payment of 100 % of the total price of the stay. Failing this, the reservation will not be guaranteed.

Non-refundable, non-exchangeable and non-modifiable character : given the preferential rate granted by GARDEN & CITY, the subscription to the offer and/or the booked stays are neither refundable, nor exchangeable, nor modifiable. No request for modification or cancellation will be taken into account. The provisions of article 5 are therefore not applicable. Consequently, regardless of the date on which the reservation is cancelled, GARDEN & CITY will apply a cancellation fee equivalent to the entire stay. Any optional services that may have been booked and invoiced will not be refunded.

Non-presentation at the place of stay : in the event of the occupant's non-appearance on the day of arrival, GARDEN & CITY will not issue a refund.

Article 7. Arrival and departure

At the time of arrival, the credit card used for the reservation and a valid identity document in the same name as the credit card must be presented. The customer's contact details (telephone number, e-mail address, postal address) will also be checked at check-in. Valid identification must be presented on arrival by all guests over 15 years of age.

In the event of a late arrival, all of these elements must be communicated to the reception desk no later than 12:00 on the day of arrival.

Failure to do so may result in the refusal of access to the accommodation by GARDEN & CITY.

In accordance with the provisions of the Code of entry and residence of foreigners and the right of asylum, it will be required on arrival of each client of foreign nationality including for nationals of the European Union, to fill out an individual police form that may be pre-filled by GARDEN & CITY. This form will be kept for 6 months and may be transmitted to the police or gendarmerie on request. Refusal to complete or sign such a form is considered a legitimate reason for refusing the sale.

A valid identity document must be presented on arrival by each occupant over the age of 15.

For French customers, a valid identity document will be required.

Access to the accommodation is from 16:00 p.m.(local time) on the day of arrival.

The accommodation must be vacated before 10:00 am (local time) on the day of departure. An additional night's stay will be charged if the check-out time is later than 10:00 am (local time).

These times are indicative and may differ for some residences.

Article 8. Security deposit

A security deposit may be required on your arrival in the establishment, the amount of which may vary according to the establishment, the type of accommodation and the duration of your stay.

The deposit will be returned to you at the end of your stay, after deduction of :

- the compensation retained to repair any damage caused by the occupants and/or their animals (i.e. any damage and/or disturbance of any kind whatsoever in both the private and the common parts of the establishment),

- unpaid services, including optional services consumed on site (breakfast, parking, etc.),

- costs incurred in the event of loss of the keys to the flat given on arrival,

- or additional cleaning if necessary.

- failure to comply with the house rules.

- nuisance resulting in compensation for other users.

Detailed information is available from each establishment.

A security deposit may also be required in the case of the loan of an object.

Article 9. Occupancy

The number of occupants may not exceed the capacity of the reserved flat. All children aged four (4) and over are considered full occupants.

GARDEN & CITY informs you that it is not possible to install additional beds in the accommodation (possibility of adding a cot for a baby on request and subject to availability).

Article 10. Minors

The GARDEN & CITY establishments may not accommodate minors under 18 years of age who are not accompanied by their legal representatives. Consequently, GARDEN & CITY may require any supporting document to verify the proper application of this provision. In case of violation of the latter and as soon as it is found, GARDEN & CITY will cancel the reservation, or immediately terminate the stay.

Article 11. Personal data

The personal data collected in the context of a client reservation are processed by SAS GARDEN CITY, whose registered office is at 7 RUE D'ITALIE - 13006 Marseille. Telephone: 04 96 12 12 60.

These data are collected to record the reservation and to proceed with invoicing, payment, to carry out internal studies and statistics and to analyse customer satisfaction. With your consent, personal data may also be used to send you offers on our products and services of the GARDEN CITY group. Under no circumstances will your data be passed on to a third party.

Your data is stored in accordance with the principle of proportionality, according to which personal data should not be kept longer than necessary to achieve the purpose for which it was collected.

In accordance with Regulation (EU) 2016/679 on the protection of personal data, you have rights of access, query, rectification, deletion, portability, opposition to GARDEN CITY SAS and the right to define guidelines for the processing of your data in the event of death. This right can be exercised using the address : droits RGPD@garden-city.fr or by mail to GARDEN CITY SAS - 7 RUE D'ITALIE - 13006 Marseille. A copy of an identity document may be requested.

Article 12. Rules of procedure

The responsibility of GARDEN & CITY can not be held liable for failure to comply with the provisions of these rules.

GARDEN & CITY reserves the right to enter the flats to perform the household, control the general condition, make the technical maintenance and enforce the safety conditions.

In case of non-compliance by the client of one of the provisions of the rules, or in the case of behavior contrary to morality and public order, GARDEN & CITY may be required to ask the client to leave the establishment without any compensation and / or without any refund if a payment has already been made. In the event that no payment has been made, or in the case of a partial payment, the client must pay the price of the nights consumed before leaving the establishment. GARDEN & CITY also reserves the right to lodge a complaint or to report the facts to the competent authorities.

Article 13. Liability - Applicable regulations

13.1 The GARDEN & CITY establishments have different statuses depending on the country. The regulations relating to the status of the establishment and the country applies.

Thus, we wish to bring to your attention the fact that the rental in a tourist tesidence does not fall within the scope of the responsibility of hoteliers. Consequently, GARDEN & CITY cannot be held responsible for the loss, theft or damage of personal belongings in its establishments, whether in the apartments or in the car parks or common premises.

The statute of limitations for amounts due under the services sold by GARDEN & CITY does not fall within the scope of the hotel prescription (Article 2272 of the Civil Code). As an exception to article 2244 of the Civil Code, the sending of a registered letter by GARDEN & CITY to any client who owes money interrupts the statute of limitations applicable in this matter.

13.2 The occupant may not take advantage of the legal provisions applicable to residential leases, particularly with regard to the maintenance of the premises. The occupant undertakes not to elect domicile at the address of the establishment, neither for tax purposes, nor for professional purposes, nor to lend or sublet the apartment to a third party for any reason whatsoever.

13.3 The GTC are governed by french law, without prejudice to the law applicable under the provisions of private international law. This applies to both substantive and formal rules.

13.4 The photographs presented on the website and/or the catalogue are not contractual. Although every effort is made to ensure that the photographs, graphics and texts used to illustrate the establishments presented give an idea as accurate as possible of the accommodation services offered, variations may occur, in particular as a result of changes in furnishings or possible renovations. The client may not claim any compensation for this.

Article 14. After-sales

The on-site teams are at the disposal of the clients during their stay to answer their complaints, solve any malfunctions that may occur and enable them to fully enjoy their stay. It is advisable to contact them for any request.

Any complaint, after the client's stay, must be the subject, within a period of 2 months from the date of departure :

- of a letter sent by registered post with acknowledgement of receipt to the establishment of the stay concerned. The postal address is available on the website: www.garden-city.fr, or

- of the sending of an e-mail to the establishment's e-mail address.

In the event of a complaint, the following elements must be communicated: the number of the reservation, the place and dates of the stay, the type of flat booked, the reason for the complaint and any supporting documents that may be useful in processing the request.

Article 15. Relocation

In the event of an exceptional event or the impossibility of making the reserved apartment available to the client or in the event of force majeure, GARDEN & CITY may offer to relocate the client, for all or part of the duration of the stay, in accommodation of an equivalent category, for services of the same nature and subject to the prior agreement of the client.

Article 16. Enforceability of the GTC

The reservation of a stay with GARDEN & CITY implies acceptance of its GTC. These GTC apply throughout the duration of their online on the website www.garden-city.fr and may be amended and/or supplemented by GARDEN & CITY at any time.

As soon as it is posted on the Internet, the new version of the general conditions of sale will apply automatically.

In the event that the GTC are in contradiction with the special conditions of a tariff (non-modifiable, non-refundable public tariffs) or a contract (Company, Leisure, Group contracts, etc.), the latter will prevail.

The client's agreement to the GTC and the conditions of sale relating to the tariff reserved occurs at the time of booking ; the finalisation of the booking by the client constitutes agreement.

The client has the option of saving and editing the GTC using the standard functions of his/her browser or computer.

Article 17. Reproduction of the articles of the Tourism Code

Our general terms and conditions of sale comply with the provisions of article R.211-12 of the French Tourism Code. In order to respect the legal provisions, we reproduce the articles. R.211-3 to R.211-11 of the said Code.

Art. R.211-3 - Any offer and sale of the services mentioned in Article L. 211-1 must be accompanied by appropriate documents that comply with the rules defined in this section.

Art. R.211-3-1 - The exchange of pre-contractual information or the provision of contractual terms and conditions shall be made in writing. It may be done by electronic means. The name or company name and address of the organiser or retailer as well as the indication of its registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2 are mentioned.

Art. R.211-4 - Prior to the conclusion of the contract, the organiser or retailer must provide the traveller with the following information.

1° The main characteristics of the travel services :

a) The destination(s), itinerary and periods of stay, with the dates and, when accommodation is included, the number of nights included ;

(b) The means, characteristics and categories of transport, the places, dates and times of departure and return, the duration and location of stopovers and connections. Where the exact time is not yet fixed, the organiser or retailer shall inform the traveller of the approximate time of departure and return; c) The location, main characteristics and, where appropriate, the tourist category of the accommodation according to the rules of the country of destination;

(d) The meals provided ;

(e) The visits, excursions or other services included in the total price agreed for the contract;

(f) Where it is not apparent from the context, whether any travel services will be provided to the traveller as a member of a group and, if so, the approximate size of the group ;

(g) Where the benefit of other tourist services provided to the traveller relies on effective verbal communication, the language in which these services will be provided ;

(h) Information on whether the journey or holiday stay is generally suitable for persons with reduced mobility and, at the request of the traveller, precise information on the suitability of the journey or holiday stay for the needs of the traveller;

2° The company name and geographical address of the organiser and retailer, as well as their telephone and, if applicable, electronic contact details ;

3° The total price including taxes and, if applicable, all fees, charges or other additional costs, or, when these cannot be reasonably calculated before the conclusion of the contract, an indication of the type of additional costs that the traveller may still have to bear;

4° The terms of payment, including the amount or percentage of the price to be paid on account and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the traveller ;

5° The minimum number of persons required for the journey or stay and the deadline mentioned in III of Article L. 211-14 preceding the start of the journey or stay for a possible cancellation of the contract if this number is not reached;

6° General information concerning the conditions applicable to passports and visas, including the approximate time required to obtain visas, as well as information on health formalities in the country of destination;

7° A statement indicating that the traveller may cancel the contract at any time before the start of the journey or stay, subject to payment of appropriate cancellation fees or, where applicable, standard cancellation fees charged by the organiser or retailer, in accordance with the first paragraph of Article L.211-14;

8° Information on compulsory or optional insurance covering the cost of cancellation of the contract by the traveller or on the cost of assistance, covering repatriation, in the event of accident, illness or death.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the organiser or retailer and the professional to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract, the information listed in this article insofar as it is relevant to the travel services they offer.

The form in which the information listed in this article is brought to the attention of the traveller is laid down by a joint order of the Minister for Tourism and the Minister for the Economy and Finance. This order specifies the minimum information to be brought to the attention of the traveller when the contract is concluded by telephone.

Art. R.211-5 -

The information mentioned in 1°, 3°, 4°, 5° and 7° of Article R. 211-4 communicated to the traveller is part of the contract and can only be modified under the conditions defined in Article L. 211-9. Art. R.211-6 -

The contract must include, in addition to the information defined in article R. 211-4, the following information :

1° The particular requirements of the traveller that the organiser or retailer has accepted ;

2° A statement indicating that the organiser and the retailer are responsible for the proper performance of all the travel services included in the contract in accordance with Article L. 211-16 and that they are obliged to provide assistance to the traveller in the event of difficulties, in accordance with Article L. 211-17-1;

3° The name of the entity in charge of insolvency protection and its contact details, including its geographical address;

4° The name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's or retailer's local representative, a contact point or other service through which the traveller can quickly contact the organiser or retailer and communicate with him effectively, request assistance if the traveller is in difficulty or complain about any non-conformity found during the performance of the trip or holiday;

5° A statement indicating that the traveller is obliged to communicate any non-conformity that he observes during the performance of the journey or stay in accordance with II of Article L. 211-16;

6° Where minors, unaccompanied by a parent or other authorised person, are travelling on the basis of a contract including accommodation, information enabling direct contact to be made with the minor or the person responsible for the minor at the place where the minor is staying;

7° Information on available internal complaint handling procedures and out-of-court dispute settlement mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute settlement platform provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council;

8° Information on the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the trader to whom the data are transmitted shall inform the organiser or retailer of the conclusion of the contract giving rise to the creation of a package. The trader shall provide him with the information necessary to enable him to fulfil his obligations as an organiser. As soon as the organiser or retailer is informed of the creation of a package, he shall provide the traveller, on a durable medium, with the information mentioned in points 1 to 8.

Art. R.211-7 - The traveller may transfer his contract to a transferee who meets the same conditions as he does for the journey or stay, as long as this contract has not produced any effect.

Unless otherwise stipulated, the transferor is obliged to inform the organiser or retailer of his decision by any means that allows an acknowledgement of receipt to be obtained at least seven days before the start of the trip. This transfer is not subject, under any circumstances, to prior authorisation by the organiser or the retailer.

Art. R.211-8 - When the contract includes an express possibility of price revision, within the limits provided for in article L.211-12, it mentions the precise methods of calculation, both upwards and downwards, of price variations, and in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the journey or stay, the part of the price to which the variation applies, as well as the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

In the event of a price reduction, the organiser or retailer shall be entitled to deduct his actual administrative expenses from the refund due to the traveller. At the request of the traveller, the organiser or retailer shall provide proof of these administrative expenses.

Art. R.211-9 - When, before the traveller's departure, the organiser or retailer is obliged to make a change to one of the essential elements of the contract, if he cannot meet the specific requirements mentioned in 1° of article R. 211-6, or in the event of a price increase of more than 8%, he shall inform the traveller as soon as possible, in a clear, comprehensible and visible manner, on a durable medium:

1° Of the proposed changes and, if applicable, of their repercussions on the price of the journey or stay;

2° The reasonable period of time within which the traveller must inform the organiser or retailer of his decision;

3° The consequences of the traveller's failure to reply within the time limit set ;

4° If applicable, the alternative service offered and its price.

If the changes to the contract or the alternative service result in a reduction in the quality of the journey or stay or in its cost, the traveller is entitled to an appropriate price reduction.

If the contract is cancelled and the traveller does not accept an alternative service, the organiser or retailer shall reimburse all payments made by or on behalf of the traveller as soon as possible and in any case no later than fourteen days after the cancellation of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Art. R.211-10 - The organiser or retailer makes the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, refunds all payments made by or on behalf of the traveller minus the appropriate cancellation costs. Such refunds to the traveller shall be made as soon as possible and in any event no later than fourteen days after the cancellation of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveller is likely to receive is at least equal to the penalty that he would have incurred if the cancellation had been caused by him on that date.

Art. R.211-11 - The assistance due by the organiser or retailer pursuant to Article L. 211-17-1 consists in particular of :

1° Providing useful information on health services, local authorities and consular assistance ;

2° Helping the traveller to make long-distance communications and to find other travel services.

The organiser or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveller or by his negligence. The price charged shall in no case exceed the actual costs incurred by the organiser or retailer.

Article 18. Intellectual property

GARDEN & CITY is and remains the sole owner of all intellectual property rights on studies, drawings, models, prototypes, etc. made for the provision of the service to the client.

The client is therefore prohibited from any reproduction or exploitation of the said studies, drawings, models, prototypes etc. without the express written permission of GARDEN & CITY which may condition it on a financial consideration.