



GENERAL TERMS OF SALES

CAP GLF – 30, Boulevard Jean Moulin, Quartier de la Croisette – 83120 SAINTE MAXIME, FRANCE -
Tel: +33 (0)4 94 49 76 76 - <https://www.le-calidianus.com/> - contact@le-calidianus.com - *** Tourist
hotel - 33 rooms - Classification ruling made by Atout France, the French Tourism Development
Agency, on 15 November 2022 and valid until 15 November 2027. Company no. 479 711 301 00016/
APE 5510Z - Type: Limited Liability Company - Share capital: € 592,900.00 - Head office: 30,
Boulevard Jean Moulin, Quartier de la Croisette – 83120 SAINTE MAXIME - Business registered in
Fréjus no: 479 711 301 - Intracommunity VAT no: FR 92 479 711 301

ARTICLE 1. SCOPE OF THESE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale apply, without restriction or reservation for any purchase (hereafter, the “Services”) offered by the brand under the legal cover of the company CAP GLF (hereafter, the “Provider”) for non-professional consumers and customers (hereafter, the “Client” or “Clients”) on its website www.le-calidianus.com (hereafter, the “Site”).

The principal features of these Services are displayed on the Site. The Client is required to read them before placing any order. The choice and purchase of a Service is the sole responsibility of the Client.

The conditions apply with the exclusion of any other conditions, including those applicable for other marketing channels for these Services. They may be supplemented by special conditions, set out on the Site, before any transaction with the Client. These General Terms and Conditions of Sale are accessible at any time on the Site and where applicable take precedence over any other version or any other contradictory document.

Unless proved otherwise, the data recorded in the Provider’s computer systems are evidence of all transactions entered into with the Client. The Client declares to have read these General Terms and Conditions of Sale and to have accepted them by checking the box provided for this purpose before carrying out the online booking process as detailed below. The confirmation of the reservation of Services by the Client implies acceptance without restriction or reservation of these General Terms and Conditions of Sale. The Client acknowledges and declares having the required capacity to contract and acquire the Services defined herein and offered by the Site.

The present General Terms and Conditions of Sale may be modified and the applicable version to the Client’s purchase is that in place on the Site on the date of making the request.

These General Terms and Conditions of Sale are valid from 22 November 2023.

Changes to these General Terms and Conditions of Sale are applicable to users of the Site from the time they are published online and cannot be applied to transactions completed before this time.

ARTICLE 2. HOLIDAY BOOKING AND PAYMENT

The Client selects the Services from the Site that he/she wishes to book.

For complete information about the Services available, the Client can refer to the catalogue of Services on the Site or to a printed brochure, or can have these Services explained by the Provider's booking agents over the phone +33 (0)4 94 49 76 76 or by electronic means contact@le-calidianus.com.

The Client decides on the Services he/she wishes to book at the time of reservation.

After reading the content of the Services, the Client acknowledges the destination, the price and the reservation terms and conditions of all the characteristics of the stays and accommodation.

The Client accordingly acknowledges having requested and obtained all the information necessary to make a reservation with full knowledge of the facts and under his/her own responsibility.

Reservations made on the Site are completed when the Client accepts these General Terms and Conditions of Sale by checking the box provided for this purpose and validates his/her booking. This validation implies the acceptance of all of the General Terms and Conditions of Sale and represents a proof of sales contract.

A booking will only be considered definitive after:

- the transmission of booking acceptance from the Provider to the Client, by email, and
- payment from the Client following the conditions applicable to the offer.

The customer undertakes not to take up residence there and not to exercise any professional activity at the hotel, LE CALIDIANUS, a brand of the CAP GLF company.

ARTICLE 3. RATES AND PAYMENT METHODS

A. RATES

The Services offered by the Provider are provided at the rate in effect on the Site. The Service rate is shown in euros (€), VAT and current other taxes included. The amount payable for visitors' tax is not included in the rate. Visitors' tax is payable for persons of 18 years and over (rate in effect at the time of your stay per night and per person aged 18 and over Sainte Maxime, staying in a 3-star hotel). Our rates are subject to change in the event of an increase in the rates of taxes to which our stays are subject. Rates take account of any reductions or promotions that are granted by the Provider under the conditions set out on the Site. These rates are firm and final on the date of booking.

The Provider states that the rates are dynamic and change as the season progresses, allowing the Client to benefit from the most advantageous price on the day of their reservation.

The posted rate, preceded by the word "from", is the most advantageous price available during the period the establishment is open. This tariff will be increased by a combination of two criteria:

Depending on the period booked, and how full the hotel is, a dynamic multiplication factor which is specific to each period, will be applied.

Advance booking results in the offer of a reduced rate which cannot reduce the below the reference rate (displayed tariff).

Taking into account the above and the active role of the Client in the determination of the tariff applicable to their stay, which is a function of the advance reservation, the Company, CAP GLF services, cannot be held responsible for a difference in cost between two stays reserved for the same period.

B. CONDITIONS AND PAYMENT METHODS

Payments can only be made by secure channel, following the methods listed here:

By credit card: Visa, Carte Bleue, MasterCard and American Express,

By bank cheque. Cheques not sent by registered mail and not received by CAP GLF are the responsibility of the Client.

by bank transfer,

by holiday vouchers (no change may be given if the total price of the booking is less than the amount held on the holiday vouchers). Cheques not sent by registered mail and not received by CAP GLF are the responsibility of the Client.

Payment by bank cheque is non-reversible, except where the card has been used fraudulently. In this situation, the Client may request a cancellation of the payment and refund of the corresponding amount. To pay by bank cheque, it must be issued by a bank based in mainland France or Monaco. Cheques are cashed on receipt. Any delay in payment leads to the entitlement to a flat-rate fee of forty (40) euros. In addition, the Provider reserves the right where payment conditions have not been met, to cancel the provision of Services reserved by the Client.

Payments made by the Client will not be considered final until after actual receipt of the amount due to the Provider.

Each payment must be accompanied by the file reference shown on your confirmation of stay from the Provider. Payments are organised as follows:

For the Smart Deal offer

- o All sums are to be paid on the day of booking.

For the Standard offer

- o A deposit of 30% of the total price, inclusive of taxes, of the booking must be received by the Provider within a maximum period of 24 hours after the time of booking validation by the Provider. In this situation the balance must be paid by the day of arrival at the latest.

For reservations made within 24 hours of the start of the stay, the balance must be paid in full on arrival.

C. PRICE REDUCTIONS AND PROMOTIONAL OFFERS

If the Client benefits from a price reduction as part of a promotional offer, he/she must take advantage of it as soon as he/she makes the reservation. Promotional offers are subject to certain conditions detailed on our Site. Additionally, price reductions or promotional offers may be subject to cumulative conditions detailed on our Site. Once the confirmation or the invoice has been issued, the customer will not be able to claim any further discounts.

D. OPTIONAL EXTRAS

Additional items that can be added to your booking. The rates displayed are valid for the 2024 season.

- Breakfast per person: €15 per day
- Child's breakfast (from 4 to 10 years): €8 per day
- Additional bed at €32 per night
- Baby's cot: €5 per night

ARTICLE 4. CANCELLATION OF RESERVATIONS

The Client is reminded that he/she has no right of cancellation as set out in article L. 221-8 of the French Consumer Code, and in accordance with article L. 221-28 paragraph 12 of the French Consumer Code which excludes this right for contracts concerning the provision of accommodation services, which must be provided on a date or for a specified period.

A. CANCELLATION BY THE PROVIDER

Where the cancellation is effected by the Provider, except in situations of force majeure, the Service will be reimbursed by bank transfer, within 60 days of the cancellation date by the Provider. This cancellation shall not give rise to the payment of damages.

However, on the condition that the applicable legislation permits, the establishment reserves the right to reimburse the Client in another form, namely a voucher.

B. CANCELLATION BY THE CLIENT

Please remember that any cancellation must be notified to the Provider by email or by registered mail with acknowledgement of receipt. Where an email is sent as notification, for it to be effective the Provider must acknowledge its receipt. For any cancellation effected by the Client, the Client should refer to the specific conditions related to him/her. They are given, prior to the completion of a booking when a particular offer is selected.

- For the Smart Deal Offer: No reimbursement is possible. All sums paid are retained by the company.
- For the Standard offer: This section concerns those that do not fall into a specific category at the time of booking.

If cancellation occurs more than three (3) days before the start of the stay, 100% (one hundred per cent) of the balance paid by the Client for this stay, will be reimbursed. If the cancellation occurs within three (3) days of the start date of the stay, the total amount paid for the Service is kept by the company. Any sums paid by the Client, and that exceed the amount due, will be reimbursed.

If cancellation occurs on the day of arrival, the Client is liable for the balance of their stay. Furthermore, regardless of the offer chosen, payment made by "holiday vouchers" does not give rise to any reimbursement.

When reimbursement is due for a cancellation initiated by the Client and not in a force majeure situation, the company will send the refund by bank transfer to the Client within sixty (60) days from the date of the cancellation. However, on the condition that the

applicable legislation permits, the establishment reserves the right to reimburse the Client in another form, namely a voucher.

ARTICLE 5. MODIFICATION OF RESERVATIONS

The Client may request the modification of his/her booking, dates and/or type of accommodation, by written request addressed to the Provider (letter or email) within the limits of availability and feasibility. Postponement to a following season is not acceptable. In the absence of any changes, the Client must continue with their stay with the original reservation terms or cancel according to the terms detailed above.

Any request to extend the duration of a stay will be carried out depending on availability and with the tariffs in place at the time of the modification request. Any request to shorten the duration of a stay is considered a partial cancellation and will be subject to cancellation terms.

For the application of these cancellation terms, the stay is considered an indivisible entity, meaning it may not be cut short or divided up.

- **IMPORTANT:** Any shortened, interrupted or abbreviated stay (late arrival, early departure) will not be refunded.

ARTICLE 6. YOUR STAY

A. ARRIVAL AND DEPARTURE

Arrival days vary depending on the period and type of booking. Arrival occurs after 4 pm on the arrival day, subject to the presentation of a valid piece of identification. A valid piece of identification is a current passport or national identity card. Where payment is made by credit card this piece of identification is obligatory and must belong to the card holder.

On the day of departure, the room must be vacated before 12 noon. Where departure is delayed, you may be charged an additional night at the price of the night in effect on the day of the delayed departure.

B. DURING YOUR STAY

i. Client obligations

A room is intended for a specific number of guests and may not be under any circumstances be used by more than the stated number of guests. This contract cannot be transferred by the Client without prior written agreement from the Provider. Minors must be accompanied by their parents or legal guardians.

ii. Loss, theft or damage

The DOMAINE DU CALIDIANUS declines all responsibility for theft, loss or damage to property belonging to Clients during their stay. Each room is provided with a safe with a combination set by the Client. Valuable objects should be kept in the safe. The customer car park is not monitored. Vehicles parked there are not monitored. The Client is responsible for any damage, defacement and vandalism that may occur through the use of the premises and/or by the guests and/or staff they are

responsible for as well as for the furniture, decoration and building itself, whether the property of the hotel or not. Consequently, the DOMAINE DU CALIDIANUS may request the Client to leave the establishment without any compensation or reimbursement for the current stay. Equally, the Client may be requested to pay for damages caused by their actions. It may happen that some facilities offered and referred to in the description are removed, particularly as a result of weather conditions. The DOMAINE DU CALIDIANUS will be exempted from any responsibility where the improper, untimely or poor performance of the contract is attributable either to the Client, or to the unforeseeable and insurmountable event caused by a third party foreign to the supply of the services envisaged in the contract or to a case of absolute necessity defined in article 1218 of the Civil code.

The DOMAINE DU CALIDIANUS declines all responsibility for erroneous or fraudulent information communicated by the Client. Access to various DOMAINE DU CALIDIANUS facilities (including the swimming pool, car park, tennis court and boules pitch) is made under the sole responsibility of the users. Children are the responsibility of their parents. No violent games may be organised within the DOMAINE DU CALIDIANUS.

iii. Pets

Pets are accepted for a flat fee of €12.50 per day. They must be kept under constant supervision and on a leash by their owner during the stay. Any breach of safety or hygiene caused by the animal may be penalised by the expulsion of the Client.

Vaccination booklets for dogs and cats must be up to date. Access is strictly forbidden for first category dogs to public transport, public places except the public highway and to premises open to the public. Second category dogs must be muzzled and kept on a leash by an adult.

ARTICLE 7. POLICE SHEETS

Articles R814-1 to R814-3 of the Code on the Entry and Residence of Foreigners and the Right of Asylum state:

For the purposes of preventing public disturbance and legal inquiries and investigations in the interest of the public, hotel operators, operators of holiday villages and family holiday homes, residences and tourist villages, renters of furnished tourist and guest rooms, operators of campsites, caravanning sites and other developed sites are required to have an individual police form completed, or to have the foreigner complete and sign it upon arrival, the model of which is laid down by joint order of the Minister of the Interior, the Minister responsible for Immigration and the Minister responsible for Tourism.

Natural or legal persons renting unfurnished premises are not subject to the obligations laid down in this Article.

In particular, the personal data collected under Article R.814-1 includes:

1. First and last names
2. Date and place of birth
3. Nationality
4. Usual home address outside France
5. Mobile telephone number and email from abroad
6. Date of arrival at the facility and planned date of departure.

Data relating to children under the age of 15 may be listed on the form of an accompanying adult. Records made under Article R.814-1 must be kept for six months and handed over to the police and gendarmerie units at their request. This transfer may take place electronic means.

ARTICLE 8. PROTECTION AND MANAGEMENT OF PERSONAL DATA

1. FRAMEWORK AND INFORMATION

The company, CAP GLF, carries out the processing of personal data. This is carried out in compliance with GDPR and the French Data Protection Act (Loi Informatique et Liberté). The personal data that is collected varies depending on how the services are used. The personal data collected or stored are directly communicated by the person concerned and/or are collected from the activity on the website and the use of the services.

In accordance with French law 78-17 of 6 January 1978, modified by law no. 2018-493 of 20 June 2018, it should be noted that personal data requested from the Client are required for the processing of his/her booking and for the execution of invoicing, more specifically. This data may be communicated to any partners of the Provider responsible for this activity, for processing, management and payment of bookings. The processing of information communicated by an intermediary of the Site complies with the legal requirements in regard to the protection of personal data, by using a computer system that assures optimum protection of this data.

The Client has the right, in compliance with the national and European laws in place, to permanent access, modification, correction, object to its portability and restriction of processing of his/her personal data. This right may be exercised by contacting this address: [contact@le-calidianus.com].

Thus, personal data may be collected:

- Upon reservation of your accommodation
- Following participation in a satisfaction survey
- When making a claim
- When navigating our website

CAP GLF may in particular communicate and transfer your Personal Data to survey institutes, marketing offices, tour operators, travel agencies, more generally, to Business Partners (under the terms of which the marketing department on which CAP GLF Company depends) as well as to any other possible subcontractor.

Subcontractors will be required to comply with GDPR and the French Data Protection Act. For transfers outside the Member States of the European Union, the establishment will ensure that the level of protection of the consignee is sufficient.

2. PURPOSES:

Such processing of personal data is based on the legitimate interest pursued by CAP GLF and its partners when they pursue the following purposes:

- The management of reservation requests
- The follow-up of customer files and requests
- The execution and follow-up of accommodation services and related or annexed services

- The management of the commercial relationship with the Client in order to improve, optimise and personalise the services and tools offered to the customer
- Commercial prospecting
- The management of the relationship with customers and prospects
- Customer loyalty
- Marketing (to adapt our offers to customers for example)
- The establishment of satisfaction surveys

Personal data collected must be "accurate" and kept up to date. This is why CAP GLF will rectify or erase them with each modification of which it is aware. Such processing of personal data is also based on compliance with legal or regulatory obligations when pursuing the purposes of:

- Accounting and invoicing
- The prevention of money laundering and terrorist financing and the fight against corruption,
- Compliance with the obligation provided for in Article R.814-1 of the Code on the Entry and Residence of Foreigners and the Right of Asylum, which stipulates that the establishment "is required to fill out, or have filled out and signed by the foreigner, upon arrival, an individual police form".

3. STORAGE:

Data collected is kept for the duration necessary for the operations for which it was collected and in accordance with the applicable regulations.

REGARDING THE INDIVIDUAL POLICE SHEET:

The individual police sheet is kept for six months and is given to police and gendarmerie units on request.

REGARDING DATA RELATING TO THE MANAGEMENT OF CUSTOMERS AND PROSPECTS:

With regard to possible prospecting operations aimed at customers, their data may be kept for a period of three years from the end of the commercial relationship. Personal data relating to a prospect, who is not a customer, may be kept for a period of three years from the date of collection or from the last contact from the prospect. At the end of this three-year period, we will contact you again to find out whether you wish to continue receiving commercial offers.

REGARDING IDENTITY DOCUMENTS:

In the event of exercising the right of access or rectification, data relating to identity documents may be kept for the period provided for in Article 9 of the Code of Criminal Procedure, i.e., one year. If the right of opposition is exercised, this data may be archived for the limitation period provided for in Article 8 of the Code of Criminal Procedure, that is, six years.

REGARDING THE MANAGEMENT OF LISTS OF OBJECTIONS TO RECEIVING PROSPECTING:

The information enabling us to take into account your right of opposition is kept for a maximum of three years from the exercise of the right of opposition.

REGARDING AUDIENCE MEASUREMENT STATISTICS:

The information stored on the users' terminal or any other device used to identify users and allowing their traceability or attendance will not be kept for more than 13 months.

4. RIGHTS OF INDIVIDUALS WITH REGARD TO THEIR PERSONAL DATA:

Under the applicable legislation on the protection of personal data, you can benefit from the following rights:

- The right of access to personal data
- The right to rectify or erase such data
- The right to suppress or limit processing
- The right to object to processing
- The right to withdraw consent
- The right to object to the receipt of future marketing materials

In certain cases, the right to portability of personal data where technically possible

The right to determine the fate of your data after your death

right to lodge a complaint with a supervisory authority (in France, this is the CNIL)

5. EXERCISE OF THESE RIGHTS:

To exercise your rights, you may contact us with details of your first and last names and your address at this email address: contact@le-calidianus.com

or by post at the following address: CAP GLF, 30, Boulevard Jean Moulin, Quartier de la Croisette – 83120 SAINTE MAXIME, FRANCE. All applications must be accompanied by a signed copy of an identity document.

6. TERMINOLOGY GIVEN BY THE GENERAL DATA PROTECTION REGULATIONS:

Personal data is defined as: "Any information relating to an identified or identifiable natural person; an "identifiable natural person" is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his physical, physiological, genetic, mental, economic, cultural or social identity;"

Processing is defined as: "Any operation or set of operations which are performed upon personal data or sets of personal data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, limitation, erasure or destruction;"

ARTICLE 9. COMPLAINTS

The Client can access the complaints procedure to make known any dissatisfaction they may have during his/her stay.

In order to make a complaint, the Client can send their complaint by post (CAP GLF, 30, Boulevard Jean Moulin, Quartier de la Croisette – 83120 SAINTE MAXIME, FRANCE), by email (contact@le-calidianus.com), or through our customer satisfaction surveys offered at the end of the stay.

For the duration of the stay, our reception teams are available from 8 am to 8 pm to take into consideration any complaints. Complaints may relate to the conformity of the accommodation to the reservation, the conformity of the services in relation to the Client's expectations.

The Provider undertakes to respond in detail to any written complaint that is not anonymous. If the Client expects compensation for their claim, it must be written by registered letter with acknowledgement of receipt to the Provider within one month after the stay including the file number.

ARTICLE 10. LIABILITY

In accordance with legal provisions the Provider is committed to the conformity of its benefits and services to the regulations in force.

The Client expressly recognises that the Provider cannot be held responsible, because of the communication by its partners or by any third party of false information which would be mentioned in the brochure or the website of concerning the host sites, and in particular the presentation photos, qualifiers, activities, leisure activities, services and dates of operation. All photos and texts used in the brochure or on the website are non-contractual. They are only indicative. It may occur that certain activities and facilities proposed by the Provider and indicated in the description in the brochure or on the Site may be cancelled for reasons imposed by an administrative entity, for the application of health protection purposes, for safety reasons or in the event of force majeure as defined by the French courts.

The Provider will be exempt from any responsibility in the cases where the improper or the poor performance of the contract is attributable either to the Client, or to the unforeseeable and insurmountable fact of a third party foreign to the supply of the services envisaged in the contract or to a case of absolute necessity defined in article 1218 of the Civil code.

ARTICLE 11. APPLICABLE LAW, DISPUTES AND COMPETENT COURT

These General Terms and Conditions of Sale are subject to the law of France. In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes", the Client has the right to use the mediation service offered by the Provider free of charge. The "consumer law" mediator thus proposed is Médiation Tourisme et Voyage. This mediation facility can be reached by:

- on electronic means: www.mtv@travel.fr ;
- or by post: MEDIATION TOURISME ET VOYAGE BP 80303 75823 PARIS Cedex 17

If unsuccessful, disputes resulting from the creation, interpretation or execution of this contract will fall under the exclusive competence of the courts where the Provider's facility is located.

ARTICLE 12: CONSEQUENCE OF AN UNWRITTEN OR NULL CLAUSE ON THE OTHER PROVISIONS

The cancellation or deemed unwritten article or one of the clauses of the General Terms and Conditions shall not affect the other provisions of these terms.