

## **GENERAL CONDITIONS OF SERVICES**

Applicable to any reservation from 08/14/2020

This English version of the General Conditions of Services is given as an indication. In case of discrepancy between the French version and the English version, the first one named will take precedence.

### **ARTICLE 1 - Scope of application and enforceability**

These General Conditions of Services apply, unless otherwise agreed in writing between the Client and OPUS, to all the services provided (hereinafter the "Contract") by OPUS SASU, with a capital of 10,000 euros, whose registered office is at Les Grangerais, Saint-Martin-de-Belleville, 73440 Les Belleville, France, registered with the Chambéry Trade and Companies Register under number 878274224, intra-community VAT number FR44 878274224 ( hereinafter "OPUS") from any purchaser outside a travel agency and professionals who have entered into a general agreement with OPUS (hereinafter the "Client (s)"), subject however to the specific provisions applicable to each of the categories indicated), professionals, non-professionals or consumers, wishing to benefit from the services offered by OPUS (hereinafter the "Service (s)") remotely on the website accessible via the following url link: [www.lodji.fr](http://www.lodji.fr) (here near the "Site").

The General Conditions of Services are accessible at any time on the Site and will prevail, where applicable, over any other version. The version applicable to the Contract concluded with the Client is that in force on the date of reservation. They will in any case be attached to the confirmation of the reservation sent on a durable medium to the Customer.

### **ARTICLE 2 - Services offered**

The main characteristics of the Services offered on the Site and in particular the dates of availability, access to the wellness area and the gym or other services included in the offer, and the price are presented during the reservation process. The Customer is required to read them before any reservation request. These characteristics, presented in French and English, will be confirmed at the latest before the reservation by the Customer.

### **ARTICLE 3 - Booking process**

The reservation is made on the Site or by means of any written communication (email, mail, fax).

To book, the Customer must first choose between booking a room or an apartment. He is referred to the contact forms through which he must enter his name, email address as well as the desired main characteristics of the proposed Service.

OPUS communicates by email to the Customer the main characteristics of the Services which correspond to the Customer's requests, namely:

- the tourist category of accommodation;
- the number of overnight stays;
- meals provided;
- visits, excursions and other services included in the total price;
- in the event that OPUS offers a tourist service based on effective verbal communication, it specifies the language in which this service will be provided;

- the terms of payment, including the amount to be paid as a deposit and the schedule for payment of the balance;
- the total price including taxes;
- general information on the conditions applicable in France with regard to passports and visas, including the approximate duration of obtaining visas, as well as information on health formalities.

OPUS also provides general information on whether the stay is suitable for people with reduced mobility and, at the Customer's request, precise information on the suitability of the stay to the Customer's needs.

The Customer ensures that he has provided, under his responsibility, the exact and complete information required, in particular the elements related to his identification, the period of stay or the number of people to stay. OPUS cannot be held responsible for any Customer errors and the consequences that may result from them. It reserves the right to make the Customer bear the costs resulting from incorrect information communicated by the Customer.

The Customer has the possibility to check the details of his Service reservation, its total price and to correct any errors before confirming his acceptance. It is their responsibility to verify the accuracy of the reservation and to immediately report or rectify any errors.

The registration of a Service reservation is made when the Customer sends the confirmation of the availability of the room or apartment, and the reservation is accepted by OPUS. Written confirmation that their reservation has been taken into account is sent to them as soon as possible by OPUS (email, mail, fax).

In addition to the main features of the Service, the booking confirmation must state the Customer's specific requirements which have been accepted by OPUS.

OPUS reserves the right to cancel or refuse any reservation from a Client with whom there is a dispute relating to the payment of a previous reservation.

#### **ARTICLE 4 - Price and terms of payment**

The prices are displayed inclusive of tax and exclusive of tax on the service offer and booking confirmation, and are understood to be per room or apartment for the number of people for the period of stay selected by the Customer. Any applicable taxes will be those in effect on the day of booking.

The price of the Service can only be increased if specific costs increase and if this possibility is explicitly provided for in the Contract, and in any case cannot be changed less than twenty days before the start of performance of the Service. If the price increase exceeds 8% of the price of the Service, the Customer may terminate the contract. Conversely, the Customer is entitled to a price reduction in the event of a reduction in the corresponding costs.

To confirm the booking, the Customer should pay a deposit of 50% of the total amount of the booking, either by bank transfer, credit or debit card. The balance must be paid 30 days before the arrival date.

Payments made by the Customer will only be considered final after effective receipt of the sums due by OPUS.

An invoice is sent to the Customer by email on the day of payment of the deposit. A final invoice will be sent by OPUS and given to the Customer upon full payment of the Service, which will refer to the deposit invoices.

Any total or partial default in payment results in the application by OPUS to the remaining sum of a late payment penalty equivalent to three (3) times the legal interest rate the day after the due date, without a reminder.

**When the Client is a professional**, any total or partial default on payment on the due date will also result in the invoicing of a lump sum indemnity for recovery costs in the amount of 40 euros. In the event that the recovery costs incurred are greater than the amount of this fixed compensation, OPUS may request additional compensation, upon justification.

#### **ARTICLE 5 - Residences - Warranty**

As a warranty when you rent your residence, an amount of 1000€ will be blocked on the credit card of your choice, in the form of pre-authorization. No debit request would be made. Taking possession of the premises will not be possible without the prior blocking of the warranty mentioned above. The warranty will be blocked in the 7 days preceding the date of arrival and unblocked in the 7 days following your departure. Deductions might be made in case of damage and/or non-payment of due sums.

#### **ARTICLE 6 - Assignment of contract**

The Customer may assign the Contract to a third party satisfying all the conditions applicable to the Contract, subject to a 7 days notice to OPUS.

The initial Customer and the transferee are jointly responsible for the payment of the price as well as any costs, fees or other additional costs occasioned by this transfer. OPUS informs the transferor of the real costs of the transfer.

#### **ARTICLE 7 - Resolution**

The Customer may terminate the Contract at any time before the start of the performance of the Service, however OPUS may then retain the deposit paid by the Customer as follows:

- up to 60 days before the date of arrival: cancellation free.
- between D-60 & D-30 before the date of arrival: 100% of the deposit retained.
- from D-30 before the date of arrival in case of no-show or shortened stay : 100% of the final amount of the stay retained.

OPUS may terminate the Contract at any time before the start of the performance of the Service, by paying the Customer double the deposit paid except in the following cases, the terms of which are expressly provided for by the Tourism Code.

- In the event of exceptional and unavoidable circumstances occurring near the OPUS facilities, the Customer may request the termination, without resolution of costs, of the Contract before the start of the performance of the Service if these circumstances have significant consequences on the performance of the Contract.
- Likewise, if OPUS is prevented from performing the Contract due to exceptional and unavoidable circumstances, it must notify the Client of the termination of the Contract as soon as possible and reimburse in full the payments already made by the Client.

When a non-conformity considerably disrupts the performance of the Service and OPUS does not remedy it within a reasonable period set by the Customer, the latter may terminate the contract without paying a resolution fee and request a price reduction in case of damage distinct from damages.

#### **ARTICLE 8 – Resolution - Specific conditions**

**D-8 : Free cancellation in case of** Lock down / restrictions on the circulation / quarantine in the city or in the guest's country of origin or in the resort of Saint-Martin-de-Belleville.

**D-1 : Free cancellation in case of** COVID-19 contamination of one of the guests taking part of the travel, it will be possible to cancel your booking until the day before your departure (subject to justification with a medical statement or on the basis of a positive test result)

**D-0 : Free cancellation in case of** closure of the resort for sanitary reasons.

**Exclusions :** Reimbursement requests while the cancellation reason was known at the time of booking (lock down, closed borders, quarantine already in place in the guest's country of origin...).

In case of booking including several homes, only the home's occupants concerned by the Covid-19 cancellation measures could claim to be reimbursed on a pro rata basis.

#### **ARTICLE 9 - Force majeure**

Each of the parties may not be held responsible for the absence or delay in the performance of all or part of the Contract due to an event of force majeure, if it meets the conditions required to qualify force majeure such as specified in article 1218 of the Civil Code.

If the impediment is final, the Contract is automatically terminated and the parties are released from their obligations in accordance with the law. If the impediment is temporary, the case of force majeure suspends the obligations arising from the Contract for the duration of its existence. However, if the case of force majeure had a duration of more than 7 consecutive days, it would give rise to the right to the automatic termination of the Contract by one or the other of the parties eight days after the first presentation of a registered letter with acknowledgment of receipt, notifying this decision.

#### **ARTICLE 10 - Compliance**

The Customer shall inform OPUS as soon as possible of any non-conformity observed during the execution of the Service. OPUS undertakes to remedy any observed non-compliance, unless this is impossible or results in disproportionate costs, given the importance of the non-compliance and the value of the Service.

The Customer may request a reduction in the price if OPUS is not able to remedy the non-compliance.

When a significant part of the Service cannot be provided as intended in the Contract, OPUS offers, at no additional cost to the Customer, other appropriate services, if possible of equal or superior quality to those specified in the Contract, for the continuation of the Contract. When the other services offered result in a lower quality stay than that specified in the Contract, OPUS will grant the Customer an appropriate price reduction.

The Customer may only refuse the other services offered if they are not comparable to what had been provided for in the Contract or if the price reduction granted is not appropriate.

If it proves impossible to offer other services or if the Customer refuses the other services offered, the Customer is entitled, if applicable, to a price reduction and, in the event of separate damage, to damages without termination of the contract.

#### **ARTICLE 10.1 Private Spa Conformity**

In case of prolonged and unintentional malfunction of the customer's private spa during his stay, OPUS commits to offer a subsidy of 35,00€ per day for non conformity to the customer.

In case of force majeure causing the closing of one or several equipment of the wellness area, Opus declines all responsibilities and none subsidy will be offered .

#### **ARTICLE 11 - Assistance**

At the Client's request, OPUS may also provide him with information relating to health services, local authorities and consular assistance.

In the case of minor Clients unaccompanied by a parent or another authorized person, OPUS communicates to the person concerned the information enabling direct contact to be established with the minor Client or the person responsible for the minor Client at the place of stay, at know the reception manager.

#### **ARTICLE 12 - Personal data**

The personal data collected by OPUS are intended for the proper execution of the Services, compliance with legal requirements, or the establishment of commercial statistics.

Our personal data protection policy is detailed in a document on the Site under the "Privacy policy" tab.

#### **ARTICLE 13 - Telephone canvassing**

In order not to be the subject of commercial prospecting by telephone, the Customer can register free of charge on the list of opposition to canvassing by telephone managed by OPPOSETEL SAS, 92-98 Boulevard Victor Hugo - 92110 CLICHY. This list is available at the following address: <http://www.bloctel.gouv.fr/>

#### **ARTICLE 14 - Language**

These General Conditions of Services are written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

#### **ARTICLE 15 - Complaints**

For any question or complaint relating to the execution hereof, the Customer can contact Customer Service:

- by telephone: +33 4 79 08 92 82 (price of a local call) from Monday to Friday from 9 a.m. to 5.30 p.m. without interruption;
- by mail: 118 rue Notre Dame, LODJI, Saint-Martin-de-Belleville, 73440 Les Belleville, France.
- by email: [info@lodji.fr](mailto:info@lodji.fr)

OPUS undertakes to process complaints as soon as possible.

The Customer is informed that a written complaint will be necessary in the event of subsequent recourse to the mediation provided for below.

**ARTICLE 16 - Mediation**

Without a resolution of the dispute by the complaints procedure detailed in the article "Complaints" or in the absence of a response from OPUS within two (2) months of the filing of his complaint, the Customer may, within the limit of twelve (12) months from the date of his written complaint, use conventional mediation free of charge with:

- the Tourism and Travel Mediator, whose contact details and referral procedures are available on his website: [www.mtv.travel](http://www.mtv.travel);
- or the online dispute resolution platform: <https://webgate.ec.europa.eu/>

For more information, you can contact OPUS by email at the address indicated in the "Complaints" section.

**ARTICLE 17 - Applicable law and attribution of jurisdiction**

These General Conditions of Service and the resulting services are subject to French law subject to more favorable mandatory rules of the country of their residence applicable to accommodation services.

The exclusively competent court will be determined in accordance with the rules of common law.