

I. TERMS AND CONDITIONS OF SALE

The English version is included to ease understanding of the present contract for the Buyer. In the legal meaning, the French contractual wording prevails.

I.1.RESERVING YOUR STAY

I.1.1 Residences

When making your reservation, you pay a deposit of 30% of the total amount of your stay. You will pay the balance of the lease on the day of your check-in at the complex, or 30 days before your check-in. Except specific conditions.

I.1.2 Hotels

When making your reservation, you pay a deposit of 30% of the total amount of your stay, (or minimum 1 night for stays under 3 nights) or you will be asked for a credit card number for confirmation. You will be asked to pay the balance of your stay on the day of your arrival or departure (depending on the hotel). Except specific conditions.

I.2.OUR RATES INCLUDE

I.2.1 Residences

Taxes (except visitors' taxes payable on site), consumption of hot and cold water, electricity (except for monthly rentals), the equipment necessary for the number of people included in the rate, end-of-stay cleaning (except kitchen corner), sheets and pillowcases.

I.2.2 Hotels

The accommodations of your choice according to the number of people, taxes (except visitors' taxes payable on site), consumption of hot and cold water, electricity, the equipment needed for the number of people included in the rate, daily cleaning, bed and bath linens.

I.3.OUR RATES DO NOT INCLUDE

I.3.1 Residences

Visitor's tax payable on site. Change of bed linens except for once-weekly changes included in stays of more than one week, and change of household linens. Security deposit: You have to pay it upon check-in and it will be returned at check-out, subject to inventory and good condition of the premises. Rates are set according to economic conditions. We reserve the right to change rates without notice. Only the confirmation letter confirming the reservation is valid as a contractual document.

I.3.2 Hotels

The visitors' tax payable on site, and all services taken additionally on site. We reserve the right to change room rates without notice; only the confirmation letter confirming the reservation is valid as the contractual document.

I.4.SERVICES

I.4.1 Residences

Cleaning service : this is done before your check-in and on the day of your check-out. The apartment must be returned with dishes washed and returned to their place, and the dustbin emptied.

Pets : Small dogs are accepted in the complex (with supplement). They must be kept on a leash in common areas but are not allowed around the pool. Their needs must be done outside the residence.

Parking : 1 parking place per apartment (for complexes with a parking lot).

Linens : Household linens and sheets are included in the rent; they are changed once a week for stays of more than one week. If additional changes are required, the service will be charged (see rates).

Bakery service : A bakery service is available at the reception desk (depending on the complex). Orders must be submitted no later than 6:00 p.m. the night before (service provided in July/August).

I.4.2 Hotels

Restaurant : Some of our establishments may have an independently operated restaurant.

In such cases the restaurant's services are to be paid directly to the restaurateur.

Pets : Small dogs are accepted (with supplement). They must be kept on a leash in common areas but are not allowed around the pool and in some restaurants. Their needs must be done outside the residence.

I.5.TOURIST INFORMATIONS

This information is provided by the tourism office. It is given solely indicatively, does not constitute services provided and does not make us liable if nonexistent during your stay. The photographs are merely indicative, not contractual, and do not show exactly where you will be accommodated. Certain businesses and events may be closed at the beginning or end of the season.

I.6.CUSTOMER SERVICE

We cannot be held liable for acts of God, force majeure, climatic catastrophes or nuisances which disturb, interrupt or prevent the stay. In the event of problems in the rooms, will need to present a complaint on site or to the establishment's manager in order to establish a date. All complaints concerning the rented room's inventory, condition or cleaning must be made within 48 hours. After this time, no claim will be considered, and you will be considered liable upon check-out for any damaged or missing items. Any comment or complaint regarding a stay must reach our corporate offices by registered letter with acknowledgement of receipt within three weeks to one month after the end date of your stay. We will then process your complaint within two months from receipt of your letter.

I.7.CHECK-IN AND CHECK-OUT

I.7.1 Residences

Rooms are available as of 5:00 p.m. on the day of your arrival, and you must vacate them by 10:00 a.m. on the day of your departure.

Reception desk hours are determined by each establishment (and may be locally or seasonally adjusted). Early check-ins and late check-outs are possible; we ask that you kindly notify the establishment's manager. (This will in no case entitle you to a reimbursement; see cancellation conditions.)

I.7.2 Hotels

Rooms are available as of 3:00 p.m. on the day of your arrival, and you must vacate them by 11:00 a.m. on the day of your departure.

Reception desk hours are determined by each establishment (and may be locally or seasonally adjusted). Early check-ins and late check-outs are possible; we ask that you kindly notify the establishment's manager. (This will in no case entitle you to a reimbursement; see cancellation conditions.)

I.8.CANCELLATION Regardless of the cause, illness, accident or unforeseen event

I.8.1 Residences

Cancellation without charge : Up until 30 days before check-in.

Cancellation with charge :

-From 29 days to 16 days before check-in, the guest will be required to pay 30% of the amount of the stay.

-From 15 days before until the check-in date, the guest will be required to pay the full amount of the stay.

Interrupted stay : If the guest's stay is interrupted, the guest will be required to pay the balance of his reservation, and no reimbursement will be given.

No Show : In the event of a no-show, without advance cancellation by the guest, the credit card will be charged or the deposit paid will be lost in an amount equal to the entire stay.

I.8.2 Hotels

Cancellation without charge : Up until 48 hours before check-in.

Cancellation with charge : Within 48 hours of the check-in time, cancellation will carry with it a debit to the credit card or loss of the deposit paid amounting to one night's stay.

Interrupted stay : If the guest's stay is interrupted, the guest will be required to pay the night of the day began, except a check-out before 10:00 a.m.

No Show : In the event of a no-show, without advance cancellation by the guest, the credit card will be charged or the deposit paid will be lost in an amount equal to one night's stay.

I.9.INSURANCE

Residents are required to be insured by an insurance company against risks relating to their stay, i.e.: theft, loss or damage to personal objects, as well as any damage they might cause to the rented furnishings, and any damage they might cause to all buildings by deed or negligence. Guests must be able to provide proof of the insurance at first request. Guests' personal effects, luggage, objects, furniture, securities and vehicles are not guaranteed against theft, loss or damage, whatever the cause. The parties therefore agree that our company may never be harassed in this regard, and that it is up to the guest to contract all insurance he may deem useful.

I.10.REGISTERED OFFICE

LES RESIDENCES DU SOLEIL GESTION

161 Rue Yves Brayer

06212 MANDELIEU CEDEX

Tel: +33(0)4.92.59.21.80 - Fax: +33(0)4.92.59.21.85

@: contact@residences-du-soleil.com

Web: www.residences-du-soleil.com



II. SPECIFIC CONDITIONS FOR USE OF THE WEBSITE AND ONLINE BOOKING

The services on the Internet site www.residences-du-soleil.com (hereafter the « site ») are offered by the company Les Résidences du Soleil. Les Résidences du Soleil* proposes products and services in relation with lodging and accommodation in hotels and residences, and travel insurance of its partners.

* S.A.S company under French law, registered in the database of undertakings under number 498 533 454, whose head offices are located at 161 rue Yves Brayer - 06212 Mandelieu cedex, France.

The underlying specific conditions for use of the website and online booking are valid from 01 September 2008.

II.1. RANGE OF APPLICATION

The underlying specific conditions for use of the website and online booking (hereafter « specific conditions ») are applicable to all orders executed on the site www.residences-du-soleil.com.

The placing of orders is only reserved to users who have read and agreed to all the terms and conditions of sale by clicking the appropriate button.

The users are strongly advised to reread the underlying terms and conditions of sale every time they visit the web site as Les Résidences du Soleil reserves the right to modify the conditions at any time and without prior notice. These modifications are not valid for reservations previously made and confirmed by Les Résidences du Soleil.

II.2. USE OF THE SITE www.residences-du-soleil.com

The site is meant to assist the user with finding services in relation with lodging and accommodation in hotels and residences, and if possible, to make the required reservation.

II.2.1 Placing an order

To place an order, the user must be an adult and legally capable of making a contract.

The user is financially responsible for the use of the site both in his/her own name and on his/her own account as on the account of third parties, including minors, except in case of fraudulent use which is not the result of his/her own fault or negligence. The user guarantees the truthfulness and accuracy of the information provided by him/her or any other person using his/her details on the site.

A fraudulent use of the site, or an infringement of the terms and conditions of sale, may at any moment cause denial of access by Les Résidences du Soleil to the services provided on the site.

The procedure for placing an order is as follows :

- 1. A list of services and associated prices corresponding to the user's search is displayed;
- 2. The user selects the desired service(s);
- 3. A more detailed presentation of the service(s) and price(s) allows the user to verify the details of his/her order;
- 4. The user verifies that all the information displayed is in accordance with his/her instructions (date, time, place of destination, delivery address, price, identity, age of guests, etc.);
- 5. The user validates his/her order after accepting the terms and conditions of sale and if needed, the applicable specific conditions.
- 6. From then the sale contract is concluded
- 7. In which case, the user should pay the balance of the order as defined in clause II.2.5
- 8. Les Résidences du Soleil acknowledges receipt of the order by e-mail, post or fax as soon as possible. The confirmation contains an exact description of the order, placed by the user.

This confirmation is the conclusion of the sales contract between the user and Les Résidences du Soleil.

It is up to the user to make sure that the data communicated at the time of placing the order are correct and that they make it possible to process the order.

In case of non-receipt of the confirmation, the user should contact Les Résidences du Soleil by e-mail at « reservation@residences-du-soleil.com » or by phone at +33(0)4 92 59 21 80.

All mentions featured on the confirmation are the conclusion of the agreement of the two parties. It can be contested only if different from the user's order.

Cancellation of the order processed via online booking :

Once the order is processed and paid via the online booking, all amendment requests or cancellation of the booking must be made by e-mail at « reservation@residences-du-soleil.com » or by phone at +33(0)4 92 59 21 80. In any other way Les Résidences du Soleil can not guarantee any refund.

All possible refund will be made based on clauses I.8.1 and I.8.2.

However, the reservation fee and insurances are in no case refundable.

II.2.2 Delivery

It is up to the user to make sure that the data communicated at the time of placing the order are correct which make it possible to process the order. Les Résidences du Soleil will not accept any responsibility for orders that are not correctly delivered due to error or omission on the part of the User.

II.2.3 Proof of order

Notwithstanding any obvious error by Les Résidences du Soleil, the retained details in the information system of Les Résidences du Soleil are decisive in relation to orders placed. The details on computer or electronic systems retained by Les Résidences du Soleil constitute proof and, if they are produced as evidence in any dispute, they shall be admitted as valid and contestable in exactly the same manner, under the same conditions and with the same weight of proof as all documents which may be established, received or recorded in writing, by the two parties.

II.2.4 Withdrawal or cancellation of the order by the site

Accordingly to article L. 121-20-4 of the French Consumption Code, the user does not have any right of withdrawal relating to the products or services ordered on this website. Therefore, orders placed on the site are exclusively subject to the modification and cancellation conditions provided in the Specific Conditions.

II.2.5. Price and method of payment proposed by the www.residences-du-soleil.com

In the online booking :

The payment of the cost of the products and services is effected by credit card (Visa, MasterCard) via a secured payment system when the user has validated his/her order.

If the payment appears to be invalid, incomplete or non-existent, for whatever reason (or « for a reason that is the responsibility of the user »), the agreement will be rescinded at the user's expense and civil or penal action may be taken against him/her.

Description of services provided on the site specifies, for each service, the provisions included in the price.

The prices are indicated in Euros and include all taxes, except if the contrary is mentioned on the website.

In some cases local or city taxes could exist. These taxes are compulsory; they are not included in the price and have to be paid on the premises.

In all cases the user is informed of the elements setting the price of the services when reserving.

The payment of these services will be done upon reservation.

II.2.6. Responsibility and warranty

Regarding the use of the site :

Les Résidences du Soleil does not guarantee that the site is free of anomalies, errors or bugs, nor that these may be corrected or that the site performs without interruptions or breakdowns, or that the site is compatible with all materials or particular configurations.

Les Résidences du Soleil is by no means responsible for dysfunctions created by software of third parties, incorporated or not in the Site or provided with. Les Résidences du Soleil will by no means be held responsible for any kind of damage, predictable or not, (inclusive of the loss of gain or opportunity ...) resulting from the use or the total or partial inability to use the Site. Les Résidences du Soleil is not able to check all the sites to which it sends on users intermediary basis via hypertext links, created to facilitate searches, Les Résidences du Soleil is in no case responsible for the contents of such sites.

The user acknowledges that he/she has been informed of breakdowns, answering time when consulting the site, placing the order and risks related to the security of communications on the Internet.

II.2.7. Protection of the user of the site

The use of personal details collected on the site has been the subject of a declaration registered under the number: 127 1846 to the French Commission Nationale de l'Informatique et des Libertés.

The information collected with regard to sales at a distance is obligatory as these details are necessary for handling and delivery of orders, as well as for making invoices.

In accordance with the French Act n°78-17 of 6 January 1978 relating to information technology, files and liberties, the user is informed on the use of those data. For that, Les Résidences du Soleil gives you a permanent access to the security and confidentiality clauses on the site. We invite you to acquaint yourself with those security and confidentiality clauses.

II.2.8 Insurance

Insurance is not included in prices proposed on the site. From then Les Résidences du Soleil, recommends you to take out an insurance contract covering the consequences of some cancellation cases and assistance covering some specific risks. In that way, an insurance contract is proposed to the user on the site. It is taken out by AIG Europe.

In case of taking out the insurance contract, the insurance policy is accessible via a hypertext link shown in the order proposal. Any declaration should be made directly to the insurance company, respecting the terms of the contract.

