GENERAL TERMS AND CONDITIONS OF SALE

NOTICE

The Santa Apolonia tourist residence is operated by SAGEHO, a single-shareholder simplified joint-stock company (SAS) with share capital of 1,000 euros, registered with the Trade and Companies Register of Saint Denis, Réunion, under number 941 131 005, whose registered office is located at 40, place du Général de Gaulle, Saint Paul (97460), and whose intra-community VAT number is FR59941131005.

The websites accessible from the URL www.santa-apolonia.re are owned and published by SAGEHO SAS. For any information, the Customer is invited to send a message to contact@residence-santa-apolonia.com.

Any person using the website of the Santa Apolonia tourist residence for booking purposes must be at least 18 years of age and have the legal capacity to enter into contracts.

Any booking or payment that is irregular, ineffective, incomplete or fraudulent for a reason attributable to the Customer will result in the cancellation of the booking at the Customer's expense, without prejudice to any civil or criminal action against the Customer.

These general terms and conditions of sale define the rights and obligations of the parties in connection with the remote booking of services offered by the Santa Apolonia tourist residence. They apply to all bookings made online via the website of the Santa Apolonia tourist residence, by telephone, or directly at the Residence's reception desk.

ARTICLE 1 - BOOKING

1.1 Booking

A stay at the Santa Apolonia tourist residence may be booked directly on the Residence's website, by telephone on +262 (0)2 62 83 01 02, by email at reception@residence-santa-apolonia.com, or directly at the Residence's reception desk, located at 2 boulevard Bonnier, Saint Leu (97436).

1.2 Acknowledgement of receipt

A booking for a stay at the Santa Apolonia tourist residence is only valid once a written confirmation summarising and confirming the booking has been sent to the Customer by email.

For online bookings on the website www.residence-santa-apolonia.com, the email acknowledging receipt of the booking summarises the contractual offer, the services booked, the prices, the terms of sale applicable to the selected rate as accepted by the Customer, information on after-sales service and commercial guarantees, and the address of the seller's establishment to which the Customer may submit any complaints.

1.3 Multiple bookings

In the event of a multiple booking, a specific group contract must be concluded, which shall prevail over the provisions of these GTCS in the event of any conflict. A multiple booking is defined as a booking of 10 or more apartments, or for the accommodation of 25 or more people, within the Residence, made by the same legal entity or individual.

1.4 Before ordering the services, the Customer declares that they are being booked for their personal needs. As a consumer, the Customer enjoys specific rights, which would be called into question if the services booked were for purposes falling within the scope of their commercial, industrial, craft or professional activity. Carrying out any commercial or professional activity in the apartments is prohibited.

The Customer is solely responsible for their choice of services and for their suitability to their needs, and the operator SAGEHO SAS cannot be held liable in this respect.

All bookings are made in the Customer's name and may under no circumstances be transferred to a third party, whether free of charge or for consideration.

ARTICLE 2 - RATES

2.1 All bookings, whatever their origin, are payable in the local currency of the Santa Apolonia tourist residence.

Prices are flexible and vary according to various customisable criteria such as the booking date, the start date of the stay, the length of stay, the apartment type (studio, 2-room apartment, etc.) and the addition of extra services (parking, etc.).

Prices are per apartment and per night for the dates and length of stay selected, regardless of the number of people occupying the apartment (within the maximum permitted for each apartment type), and include: use of the apartment, taxes and utilities (water, electricity, air conditioning, etc.).

In accordance with applicable local regulations, certain additional taxes, such as the tourist tax, may be charged on top.

2.2 An end-of-stay cleaning fee, including the change of bed linen and towels, is included in the rate.

For any stay of 8 nights or more, a full cleaning service with a change of bed linen and towels is mandatory every 7 days. This service is charged per visit, according to the type of apartment booked, as follows: studio €50 incl. VAT, 1-bedroom apartment €70, 2-bedroom apartment €90, 4-bedroom apartment €130.

2.3 Unless included in the rate or specifically selected at the time of booking, extra services (parking, etc.) are optional and will be charged in addition where applicable.

2.4 Rates cannot be combined with any other promotional offer in force. SAGEHO reserves the right to change them in the event of any legislative and/or regulatory change likely to cause a variation in their prices (for example, and without limitation, a change in the applicable VAT rate, the

introduction of a new tax, etc.).

Any change to, or introduction of, new legal or regulatory taxes imposed by the competent authorities will automatically be passed on in the prices indicated on the invoice date.

Example prices shown as “From” in communication materials and on the website relate to a few selected nights and are only valid for the dates and apartment types indicated.

ARTICLE 3 - GUARANTEES

3.1 All bookings must be guaranteed by a bank card number that is valid on the start date of the stay and for the entire stay. A security deposit of €400.00 will be requested from Customers on arrival to cover any damage caused to the apartments or common areas.

3.2 The deposit may be used by SAGEHO in the event of non-payment by the occupant of sums owed to SAGEHO for the accommodation and/or extra services consumed on site (telephone, parking, etc.), for any damage caused to the apartments or common areas, or in the event of theft. The Customer's bank card used for payment and to guarantee the stay may be charged after departure, up to the amount of a repair quote following the discovery of damage to the apartment occupied by the Customer. If these terms are not complied with, the booking will not be guaranteed.

3.3 The credit card used for the booking and valid identity documents must be presented on arrival. Failing this, the Customer may be refused access to the apartment.

3.4 The condition of the accommodation is inspected by the Residence's teams at the end of each stay; the Customer's presence is not required. This inspection may give rise to a written and/or photographic report kept by the Residence.

3.5 The Customer must report to reception, within 24 hours of arriving in the apartment, any anomaly, damage, malfunction or missing equipment they have noticed. After this period, the apartment is deemed to have been handed over to the Customer complete and in good condition, and any damage found by the Residence at the end of the stay is presumed to be attributable to the Customer, unless the Customer proves otherwise.

3.6 Where damage is found at the end of the stay, the Residence will inform the Customer as soon as possible and provide supporting evidence of the cost (photographic report and, depending on the nature of the damage, a repair quote or the purchase invoice for the equipment or for equivalent replacement equipment). The Customer has 8 days from this notification to submit any reasoned dispute, failing which the deduction is deemed accepted.

ARTICLE 4 - PAYMENT FOR THE BOOKING

4.1 Payment for the booking

To confirm the booking, a deposit is required at the time of booking. The amount of this deposit is defined by the conditions of the selected rate, which are displayed to and accepted by the Customer before the booking is finalised.

The amount of the deposit and the payment schedule are reproduced in full in the booking confirmation sent by email on the day of booking. By finalising their booking, the Customer acknowledges having read and accepted these payment terms, which form an integral part of the contract in accordance with Articles R.211-4 and R.211-5 of the French Tourism Code.

4.2 Payment methods

For any booking made via the website of the Santa Apolonia tourist residence, payment may be made by bank card (Mastercard, Visa, American Express).

Where payment is made on site, it may be made by bank card or gift voucher.

Payment by cheque is not accepted by the Residence.

ARTICLE 5 - CANCELLATION / MODIFICATION / POSTPONEMENT OF THE BOOKING

5.1 Booking cancellation conditions

The applicable cancellation conditions are defined by the rate selected by the Customer. These conditions are displayed at the time of booking, must be accepted by the Customer before confirmation, and are reproduced in full in the booking confirmation sent by email on the day of booking.

By finalising their booking, the Customer acknowledges having read and accepted the specific conditions of the chosen rate, which form an integral part of the contract in accordance with Articles R.211-4 and R.211-5 of the French Tourism Code.

Any request to change the dates of stay, the length of stay or the apartment category is treated as a cancellation of the original booking, subject to the cancellation conditions of the applicable rate.

In addition, any modification may result in additional charges, in particular in the following cases:

Reduction in the length of stay: as the Residence's rates decrease with the length of stay, a reduction in the number of nights may result in the nightly rate being recalculated for the entire stay, including retroactively from the arrival date.

Change of dates or apartment category: the change may result in a different rate being applied, depending on availability and the rate conditions in force on the date of the request.

The total amount due after modification will be communicated to the Customer before the modification is confirmed.

5.2 Notifications

To be taken into account, any cancellation/modification (in full or in part) of the booking must be notified:

- To the Residence, where the booking was made directly on the website or by telephone;
- Directly to the service provider (the booking site concerned), for any booking made on a website other than the Residence's own (www.santa-apolonia.re).

The Residence reserves the right to refuse and/or modify rates according to availability.

In the event of a no-show without cancellation, the total amount of the booking will be charged.

ARTICLE 6 - NON-EXCHANGEABLE / NON-MODIFIABLE / NON-REFUNDABLE / NON-CANCELLABLE STAYS AND OFFERS

Some of the Residence's commercial offers are labelled non-exchangeable and non-refundable. For these stays, the following conditions replace and supersede the payment and cancellation conditions set out in Articles 4 and 5 of these general terms and conditions of sale.

Prepayment of the full amount of the stay: payment of the full amount of the stay is required at the time of booking, by way of derogation from the payment conditions set out in Article 4.1. Failing this, the booking will not be guaranteed.

Non-exchangeable, non-refundable, non-cancellable and non-modifiable: in view of the preferential rate granted, the offer and/or the stays booked can be neither exchanged, refunded nor modified. No request for modification or cancellation will be accepted, including with regard to the type of apartment booked. Whatever the date on which the booking is cancelled, a fee equal to 100% of the total amount of the stay will be retained. No refund will be given for optional services booked and invoiced but not used.

No-show at the place of stay: if the Customer does not arrive at the place of stay, a fee equal to 100% of the total amount of the stay will be retained.

ARTICLE 7 - DISPUTES / COMPLAINTS

Any disputes to which the purchase and sale transactions concluded under these general terms and conditions of sale may give rise, concerning their validity, interpretation, performance, termination, consequences and aftermath, which could not be resolved between the residence and the Customer, shall be submitted to the competent courts under ordinary law.

The Customer is informed that they may in any event use conventional mediation, in particular before the Consumer Mediation Commission (Article L 612-1 of the French Consumer Code), or any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

In the event of a dispute between the professional and the consumer, they will endeavour to find an amicable solution.

After contacting the Director of the residence, and in the absence of a satisfactory response within 1 month, the Customer may refer the matter free of charge to the consumer mediator, namely the Association des Médiateurs Européens (AME CONSO), within one year of the written complaint sent to the professional. Referral to the consumer mediator must be made by completing the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com.

ARTICLE 8 - ARRIVAL AND DEPARTURE

Rooms are available to the Customer from 3:00 pm on the day of arrival (subject to presentation of the credit card used for the booking) and must be vacated by 10:00 am on the day of departure. Exceeding this time may result in an additional night being charged at the public rate displayed in the residence.

The Customer may request an early arrival or late departure from reception on arrival or during their stay, subject to availability and at an additional charge.

ARTICLE 9 - OCCUPANCY

Each apartment is designed for a specific number of occupants and may under no circumstances be occupied by a greater number of people. All children aged 2 and over are considered full occupants and are counted in the apartment's occupancy. Extra beds cannot be added to the apartments, other than cots for children under 2 years of age.

ARTICLE 10 - SWIMMING POOL LIABILITY

The swimming pool is open every day from 8:00 am to 8:00 pm and is not supervised. The Residence is not responsible for swimming. Minors must always be accompanied by an adult. The Customer must refer to the signs located around the pool.

ARTICLE 11 - CAR PARK LIABILITY

The Residence cannot be held liable and declines all liability in the event of damage, deterioration or theft within the car park.

ARTICLE 12 - MINORS

12.1 The Residence reserves the right to refuse access to an apartment booked in breach of this requirement for minors under 18 who are not accompanied by their legal guardians when presenting at the reception of the tourist residence, and to cancel the stay immediately. Under the same conditions, the Residence may at any time before the start of the stay cancel the booking if it discovers that the apartment is intended to accommodate minors under 18 who are not accompanied by their legal guardians.

12.2 Accommodation is free for any child under 2 (two) years of age staying in their parents' apartment; the child must be declared at the time of booking. Baby kits (high chair + cot) may be booked in advance directly with reception, subject to availability.

ARTICLE 13 - PERSONAL DATA

The data collected at the time of booking and during the stay are processed jointly by SAGEHO and its partners. These data are necessary to manage each Customer's booking and may be used to send information about products and services.

The Residence carries out data processing, for which it is the controller, for the purposes of commercial management of bookings, invoicing and payment, prospecting and commercial promotion/activities, commercial statistics and satisfaction surveys. The data are intended exclusively for the Residence and its partners and service providers, each insofar as it is concerned.

In accordance with legal provisions, each Customer has a right of access, enquiry, rectification and objection, as well as the right to set out instructions regarding the processing of their personal data after their death.

ARTICLE 14 - STAYING AT THE RESIDENCE

14.1 In accordance with applicable French regulations, the Customer may be asked to complete a police registration form on arrival at the Residence. In order to check whether the Customer is subject to this formality, an identity document will be requested.

14.2 During the stay, the Customer undertakes to use the apartment made available to them reasonably and with due care. The Residence may ask the Customer to leave the establishment, without any compensation being paid to them and with the full amount of the booked Service remaining payable,

in particular in the event of:

- behaviour contrary to public decency or public order,
- any damage, deterioration or act of vandalism caused by the Customer or by their agents or persons in their care during the occupancy of the premises, to any movable or immovable property, furnishings, decoration or any other property of any kind present in the Residence.

In addition, the Customer will be required to pay for all damage caused by their actions in full, and the Residence shall have every right to take any appropriate action to obtain compensation for the loss suffered.

14.3 The Residence provides Customers with Wi-Fi internet access in the establishment. The Customer undertakes not to use the IT resources made available to them for fraudulent or illegal purposes, in particular to commit any infringement of third-party rights and/or illegal downloading of works protected by copyright or related rights, which are punishable under Article L.335-2 of the French Intellectual Property Code.

ARTICLE 15 - PETS

Pets are not allowed in the establishment.

ARTICLE 16 - LIABILITY – APPLICABLE REGULATIONS

16.1 A stay in a tourist residence does not fall within the scope of hoteliers' liability. Consequently, the Residence cannot be held liable for the loss, theft or damage of personal belongings within its establishment, whether in the apartments, car parks or common areas.

The limitation period for sums due in respect of services sold by the Residence does not fall within the scope of the hotel limitation period (Article 2272 of the French Civil Code). By way of exception to Article 2244 of the French Civil Code, the sending of a registered letter with acknowledgement of receipt by the Residence to any Customer in debt interrupts the applicable limitation period.

16.2 The occupant may not rely on the legal provisions applicable to residential leases, in particular regarding the right to remain in the premises. The occupant undertakes not to establish their domicile at the establishment's address, whether for tax or professional purposes, nor to lend or sublet the apartment to a third party in any capacity whatsoever.

16.3 These GTCS are governed by French law, without prejudice to the law applicable under the rules of private international law. The same applies to the rules of form.

16.4 The photographs shown on the website and/or in the brochure are not contractually binding. Although every effort is made to ensure that the photographs, graphic representations and texts used to illustrate the residence and its apartments are accurate, variations may occur, in particular due to changes of furniture or any renovations. The Customer may not make any claim on this basis.

ARTICLE 17 - RELOCATION

In the event of an exceptional event, if it is impossible to make the booked apartment available to the Customer, or in the event of force majeure, the Residence may offer to relocate the Customer, for all or part of the stay, to an establishment of an equivalent or higher category, for services of the same nature and subject to the Customer's prior agreement. Any additional cost will be borne by the Residence. In this case, customers may not claim any compensation from the residence management.

ARTICLE 18 - GIFT VOUCHERS

18.1 Validity of the information provided

It is the Customer's responsibility to check the validity and legibility of the information provided (email addresses, telephone numbers, etc.). Otherwise, the residence will be unable to confirm the activation of the gift voucher.

18.2 Use of the gift voucher by the Beneficiary

Vouchers must be used in a single transaction and cannot be used in several instalments.

The beneficiary of the gift voucher may only use it to pay for goods or services offered by the Residence. When the gift voucher is presented, the Residence may check the validity of the voucher by any means at its disposal:

- The gift voucher number must match the number automatically recorded in the databases at the time of purchase.
- The identity of the person must match that indicated on the gift voucher: gift voucher validation email sent.

Gift vouchers cannot be exchanged, resold or refunded, even partially, credited to a bank card or bank account, or discounted. They cannot be replaced in the event of loss, theft or expiry. They cannot be the subject of a stop request.

ARTICLE 19 - ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

Booking a stay at the Residence implies having read and accepted these General Terms and Conditions of Sale. To find out the applicable conditions (in particular the booking, payment, modification and cancellation conditions), each Customer is invited to consult the conditions online on the website www.santa-apolonia.re. These General Terms and Conditions of Sale apply for as long as they are posted online on the website www.santa-apolonia.re and may be modified and/or supplemented by the Residence at any time. Any new version of these general terms and conditions will apply as soon as it is posted online.

ARTICLE 20 - REPRODUCTION OF THE ARTICLES OF THE FRENCH TOURISM CODE

These General Terms and Conditions of Sale comply with the provisions of Article R.211-12 of the French Tourism Code. In order to comply with legal provisions, Articles R.211-3 to R.211-11 of said Code are reproduced below (unofficial translation; only the French text is legally binding).

Art. R.211-3 Any offer and any sale of the services mentioned in Article L. 211-1 give rise to the provision of appropriate documents that meet the rules defined in this section.

Art. R.211-3-1 The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. This may be done electronically. The name or company name and address of the organiser or retailer must be stated, together with its registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and registration of the federation or union mentioned in the second paragraph of Article R. 211-2.

Art. R.211-4 Before the contract is concluded, 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 dates and, where 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 place of stopovers and connections. Where the exact time has not yet been set, the organiser or retailer informs the traveller of the approximate time of departure and return;

c) The location, main features and, where applicable, the tourist category of the accommodation under 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 this is not clear from the context, whether any travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;

g) Where the traveller's benefit from other tourist services depends on effective oral communication, the language in which these services will be provided;

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

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

3° The total price including taxes and, where applicable, all fees, charges or other additional costs, or, where these cannot reasonably be 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 payment terms, including the amount or percentage of the price to be paid as a deposit and the schedule 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 trip or stay to take place and the deadline referred to in III of Article L. 211-14 before the start of the trip or stay for any termination of the contract if this number is not reached;

6° General information on passport and visa requirements, including the approximate time needed to obtain visas, as well as information on health formalities, of the country of destination;

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

8° Information on compulsory or optional insurance covering the cost of termination of the contract by the traveller or the cost of assistance, including 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 by which the information listed in this article is brought to the traveller's attention is set by joint order of the minister responsible for tourism and the minister responsible for the economy and finance. This order specifies the minimum information to be brought to the traveller's attention 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 provided to the traveller forms part of the contract and may only be modified under the conditions defined in Article L. 211-9.

Art. R.211-6 In addition to the information defined in Article R. 211-4, the contract must contain the following information:

1° The traveller's special requirements that the organiser or retailer has accepted;

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

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

4° The name, address, telephone number, email address and, where applicable, fax number of the local representative of the organiser or retailer, of a contact point or of another service through which the traveller can quickly contact the organiser or retailer and communicate with it effectively, request assistance if in difficulty or complain about any lack of conformity found during the performance of the trip or stay;

5° A statement that the traveller is required to report any lack of conformity found during the performance of the trip or stay in accordance with II of Article L. 211-16;

6° Where minors, not accompanied by a parent or another authorised person, travel on the basis of a contract including accommodation, information enabling direct contact to be established with the minor or the person responsible for the minor at the minor's place of stay;

7° Information on the available internal complaint-handling procedures and on out-of-court dispute resolution mechanisms and, where applicable, on the entity to which the professional is subject and on the online dispute resolution platform provided for by 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 professional to whom the data are transmitted informs the organiser or retailer of the conclusion of the contract giving rise to the creation of a package. The professional provides it with the information necessary to enable it to fulfil its obligations as organiser. As soon as the organiser or retailer is informed of the creation of a package, it provides the traveller, on a durable medium, with the information mentioned in 1° to 8°.

Art. R.211-7 - The traveller may transfer their contract to a transferee who meets the same conditions as them to undertake the trip or stay, as long as this contract has not produced any effect. Unless otherwise stipulated more favourably to the transferor, the transferor is required to inform the organiser or retailer of their decision by any means allowing an acknowledgement of receipt to be obtained no later than seven days before the start of the trip. This transfer is under no circumstances subject to prior authorisation by the organiser or retailer.

Art. R.211-8 - Where the contract expressly provides for the possibility of a price revision, within the limits provided for in Article L. 211-12, it states the precise methods for calculating price variations, both upwards and downwards, in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the trip or stay, the part of the price to which the variation applies, and the exchange rate of the currency or currencies used as a reference when setting the price stated in the contract. In the event of a price reduction, the organiser or retailer is entitled to deduct its actual administrative expenses from the refund due to the traveller. At the traveller's request, the organiser or retailer provides proof of these administrative expenses.

Art. R.211-9 - Where, before the traveller's departure, the organiser or retailer is forced to make a change to one of the essential elements of the contract, if it cannot meet the special requirements mentioned in 1° of Article R. 211-6, or in the event of a price increase of more than 8%, it informs the traveller as soon as possible, in a clear, comprehensible and prominent manner, on a durable medium:

1° Of the proposed changes and, where applicable, their impact on the price of the trip or stay;

2° Of the reasonable period within which the traveller must inform the organiser or retailer of their decision;

3° Of the consequences of the traveller's failure to respond within the set period;

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

Where the changes to the contract or the substitute service result in a reduction in the quality of the trip or stay or of its cost, the traveller is entitled to an appropriate price reduction. If the contract is terminated and the traveller does not accept another service, the organiser or retailer refunds all payments made by or on behalf of the traveller as soon as possible and in any event no later than fourteen days after termination of the contract, without prejudice to compensation under 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 less the appropriate termination fees. These refunds to the traveller are made as soon as possible and in any event no later than fourteen days after termination of the contract. In the case provided for in III of Article L. 211-14, the additional compensation that the traveller may receive is at least equal to the penalty they would have borne if the cancellation had occurred on their part on that date.

Art. R.211-11 - The assistance due by the organiser or retailer under 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 alternative travel arrangements. The organiser or retailer is entitled to charge a reasonable price for this assistance if the difficulty is caused intentionally by the traveller or through their negligence. The price charged shall in no case exceed the actual costs incurred by the organiser or retailer.