TERMS OF SALES

Reservation of accommodation or "tourism" sites by individuals Contact details of the Provider:

- Camping de Villey-le-Sec / SAS Etape Touloise RCS Nancy
- 34 rue de la Gare 54840 VILLEY LE SEC
- <u>www.campingvilleylesec.com</u> info@campingvilleylesec.com
- telephone number: 03 83 63 64 28

DEFINITIONS:

452 689 714

- > ORDER or RESERVATION or RENTAL: Purchase of Services.
- > SERVICES: seasonal rental of accommodation or open sites
- > ACCOMMODATION: cabin, mobile leisure residence and light leisure accommodation.

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rent of accommodation or open sites on the Villey-le-Sec campsite, operated by SAS Etape Touloise, to non-professional customers, on its website www.campingvilleylesec.com or by telephone, post or emails, or in a place where the Service Provider markets their services.

The main services are displayed on the website www.campingvilleylesec.com or in leaflets and brochures - in the event of a reservation by other means.

The customer is required to read these services before placing an order. The choice and purchase of a service is the sole responsibility of the customer.

These General Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the customer is the one used in the website or communicated by the Service Provider directly on the date the customer places the order.

Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions with the client.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the customer has, at any time, right of access, rectification, and objection if the processing is not essential to the execution of the order and the stay as well as their consequences, to all of his personal data by writing, by email and proving his

identity, to: Camping de Villey-le-Sec / SAS Etape touloise, 34 rue de la Gare 54840 VILLEY LE SEC

The customer agrees to having read these General Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before the implementation of the online order procedure, as well as the general conditions of use on the website www.campingvilleylesec.com, either in the event of a reservation online, or by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The customer needs to select on the site or inform on any document sent by the Service Provider of the services he wishes to order, according to the following methods:

- choice of accommodation, specifying all participants in the stay and the services selected,
- for accommodation: choice of payment method and sending a deposit,
- validation by the service provider of the order.
 Sending a written confirmation to the customer (mail or email).
- for accommodation, sent (mail or email) by the service provider of the rental contract for signature by the customer,
- for accommodation, payment by the customer of the balance of the stay at least 30 days before the arrival date.

It is the client's responsibility to verify the accuracy of the order and immediately report any errors to the Service Provider. The order will only be considered final after the Service Provider has sent confirmation of acceptance of the order to the customer, by e-mail or post, or by signing the contract in the event of a reservation directly at the premises where the provider markets the services.

Any order placed on the website www.campingvilleylesec.com constitutes the formation of a contract concluded at a distance between the customer and the Service Provider.

All orders are nominative and cannot, under any circumstances, be transferred. Minors unaccompanied by their parents or a legal guardian will not be admitted.

ARTICLE 3 – PRICES

The services offered by the Service Provider are provided at the prices displayed on the website www.campingvilleylesec.com or on any information medium of the Service Provider, when the customer places the order. Prices are in Euros, VAT included.

The rates take into account any reductions that may be granted by the Service Provider on the website www.campingvilleylesec.com or on any information or communication medium.

These rates are fixed and non-revisable during their period of validity, as indicated on the website www.campingvilleylesec.com in the email or in the written proposal addressed to the Customer. Beyond this period of

validity, the offer is not valid and the Service Provider is no longer bound by the prices mentioned.

The prices do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website www.campingvilleylesec.com or in the information (mail, email, etc.) previously communicated to the customer, and calculated prior to placing the order.

Among the additional costs, a "household linen" package of €25 per accommodation is applied for any rental lasting less than 6 nights. This package includes per bed: fitted sheet, pillowcase(s), duvet cover.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs. An invoice is drawn up by the Service Provider and delivered to the customer at the latest when the balance of the price is paid.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the Community of Communes, is not included in the rates. Its amount is determined per person and per day and varies according to the destination. It is to be paid when paying for the service and appears separately on the invoice.

ARTICLE 4 - PAYMENT CONDITIONS 4.1. ADVANCE PAYMENT

Amounts paid in advance are installments. They constitute of an advance on the total price owed by the customer. Accommodation: A deposit corresponding to 30% of the total price of the provision of the Services ordered is required when the order is placed by the Customer. It must be paid upon receipt of the final rental contract and attached to the copy to be returned if payment was not made online. It will be deducted from the total amount of the order. The balance of the stay must be paid by the customer at least 30 days before arrival at the campsite.

Pitches: A deposit of €19 is required when the Customer places an order for one night. A deposit of €38 is required when the Customer places an order for two nights. For an order of three nights or more, a deposit of 30% of the total price of the provision of the Services ordered is required when the Customer places the order. The balance of the stay must be paid by the customer at least 30 days before arrival at the campsite.

The campsite has taken out a contract with the NEAT organization which offers cancellation insurance for the stay. The customer is offered to take out this cancellation insurance when booking their stay for an amount of 3% of their stay. If the customer chooses not to take out this cancellation insurance, they will not be able to request a refund of their deposit or their stay from the campsite even

if the cancellation occurs more than 30 days before the date of arrival at the campsite.

The conditions for implementing cancellation insurance can be viewed on the campsite website.

The methods of payment of installments can be made by bank check or CCP, international bank transfer, ANCV holiday vouchers (in full with the top stub), or by Debit/Credit card when it is made online or at the Service Provider's premises.

4.2. PAYMENTS

Payments made by the Customer will only be considered final after effective collection of the sums due by the Service Provider.

ARTICLE 5 - PROVISION OF SERVICES 5.1. PROVISION AND USE OF SERVICES

Pitches: check In is from 12 p.m. or 2 p.m., depending on reception opening hours. Check Out is before 12 noon.

Accommodation: Check In is from 3 p.m, and until the reception closes. Check Out from the site is done after an inventory carried out in the morning, between 8:00 a.m & 10:00 a.m

The accommodations and sites are provided for a limited number of occupants for rental and cannot under any circumstances be occupied by a greater number of people. Accommodation and sites will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a sum of \leqslant 55.00 for cleaning. Any damage to the accommodation or its accessories will result in immediate repairs at the expense of the tenant.

An inspection of the accommodation is carried out before each arrival by the staff of the campsite. A detailed inventory is available in each accommodation. If an object is missing, the tenant must report it within 24 hours to the reception. On the day of departure, you are asked to follow the instructions according to the option chosen (cleaning, defrosting and cleaning the refrigerator, clean and wipe dishes, etc.).

The day before departure, you must make an appointment for the exit inventory. A campsite staff will check the rental. If the state of the inventory at the end of the rental is strictly identical to that at the start of the rental, the security deposit will be returned to the customer.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the customer on the day the keys are handed over and returned to her/him on the day of the end of the rental, subject to any deduction of the costs of repairs if any. No dispute will be accepted during a departure without an inventory.

This deposit does not constitute a limit of liability.

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CUSTOMER

No reduction will be granted in the case of a late arrival, an early departure or a change in the number of people (whether for all or part of the planned stay).

6.1. MODIFICATION

In the event of modification of the dates or the number of people, the Service Provider will endeavor to accept requests for modification of the reserved dates as far as possible within the limits of availability, and without prejudice to any additional costs; it is in all cases a simple obligation of means, the Service Provider cannot guarantee the availability of a location or accommodation, or of another date; an additional charge may be requested in these cases.

Any request to reduce the duration of the stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by **article 6.3.**

6.2. INTERRUPTION

An earlier departure cannot give right to any reimbursement from the Service Provider.

6.3. CANCELATION

In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider, he may contact the NEAT organization if he has taken out cancellation insurance for his stay; otherwise, for any reason whatsoever except force majeure, the deposit paid for the reservation, as defined in **article 4 - CONDITIONS OF PAYMENT** of these General Conditions of Sale will be automatically acquired by the Service Provider, by way of compensation, and cannot give rise to any reimbursement.

In all cases of cancellation, the processing and management costs (article 3) will not be refunded by the Service Provider.

In the event of cancellation by the customer with subscription to the Neat FLEX CAMPING INSURANCE cancellation guarantee: the sums paid are covered by the guarantee according to the general cancellation conditions of the Flex Contract. These general conditions can be found on the Service Provider's website www.campingvilleylesec.fr, or on request from the Service Provider. If the reason is not covered by the cancellation insurance or if the file is refused by it, the general conditions of sale in paragraph 6.3. applies.

6.4. CANCELLATION IN CASE OF PANDEMIC

In the event of a stay (site or accommodation) not realisable, interrupted or shortened for one of the following reasons:

• border closure;

- administrative closure of the campsite;
- quarantine on arrival of the client or on return of the client to his country;
- limitation of travel to a number of kilometers that does not allow you to come to the campsite;
- a voucher for an amount corresponding to the unused nights, valid for two years, will be issued by the campsite. In case of refusal by the customer of this voucher, it will be refunded, on request.

ARTICLE 7 - CUSTOMER OBLIGATIONS 7.1. CIVIL LIABILITY INSURANCE

The customer hosted on a site or in accommodation must be insured for civil liability. A certificate of insurance may be requested from the customer before the start of the service.

The Campsite declines all responsibility for damage suffered by the equipment of the camper-caravanner which would be of its own doing; insurance for your equipment in terms of civil liability is mandatory (FFCC, ANWB, ADAC...).

7.2. ANIMALS

When camping: Vaccinated dogs are accepted but must never be left alone/free. They must not be left at the campsite, even locked up, in the absence of their masters, who are legally responsible for them. Their feces must be picked up, whether inside or outside the campsite.

In accommodation: Vaccinated dogs are only accepted in the rental accommodation reserved for them, with the exception of 1st and 2nd category dogs and within the limit of 1 dog per rental accommodation.

Moreover:

- dogs must be kept on a leash on the campsite;
- access to dogs in the bedrooms and on the sofa is strictly forbidden;
- they must not be inside or outside the accommodation in the absence of the occupants;
- their owners are responsible for any damage or accidents they may cause;
- their feces must be picked up, whether inside or outside the campsite;
- their owners need to be careful to respect the tranquility of the place (avoid all barking, for example).

7.3. INTERNAL RULES

Anyone present on the campsite is required to comply with the provisions of the internal regulations, posted at reception and in several places on the campsite, a copy of which will be provided on request.

ARTICLE 8 - PROVIDER'S OBLIGATIONS - GUARANTEE

The Service Provider guarantees the customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect,

resulting from a defect in the design or production of the services ordered.

In order to assert his rights, the customer must inform the Service Provider of the existence of defects or lack of conformity as soon as they are observed.

The Service Provider will reimburse or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible following the finding, by the Service Provider, of the defect or defect. Reimbursement will be made by crediting the customer's bank account or by bank check addressed to the customer.

The Service Provider's guarantee is limited to reimbursement of the services actually paid for by the customer. The Service Provider cannot be considered responsible or at fault for any delay or non-performance resulting from the occurrence of a case of greater force usually recognized by French case law.

The services provided via the Service Provider's website www.campingvilleylesec.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of the article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, drafter of this, implements the processing of personal data which has the legal basis:

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
- prospecting
- the management of the relationship with its customers and prospects,
- the organization, registration and invitation to events of the Service Provider,
- the processing, execution, prospecting, production, management, follow-up of requests and customer files,
- the drafting of documents on behalf of its clients.
- Either compliance with legal and regulatory obligations when implementing processing for the purpose of:
- the prevention of money laundering and terrorist financing and the fight against corruption,
- invoicing,
- accountability.

The Service Provider only keeps the data for the duration necessary for the operations for which they were collected as well as in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship increased by 3 years for the purposes of animation and prospecting, without prejudice to storage obligations or limitation periods.

In terms of preventing money laundering and terrorist financing, the data is kept for 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

The data processed is intended for the authorized persons of the Service Provider.

Under the conditions defined by the **Data Protection Act** and the **European Data Protection Regulation**, individuals have a right of access to data concerning them, rectification, interrogation, limitation, portability, 'erasure. The people concerned by the processing implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider. , as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above:

- by e-mail to the following address: info@campingvilleylesec.com
- or by post to the following address: Camping de Villey-le-Sec / SAS Etape touloise - 34 rue de la Gare – 54840 VILLEY LE SEC
- Data subjects have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the www.campingvilleylesec.com website is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the client) with a view to providing the Services to the client. The client is therefore prohibited from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider, who may condition it on financial consideration.

The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and distributed by it.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the resulting operations are governed by and subject to French law.

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

ARTICLE 13 – DISPUTES

In the event of a dispute between the service provider and the consumer, they will endeavor to find an amicable solution. In the absence of an amicable agreement, the consumer has the possibility of seizing free of charge the mediator of consumption responsible for the service provider, namely AME CONSO, within a period of one year from the written complaint addressed to the service provider.

Referral to the consumer ombudsperson must be made:

- either by completing the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com
- or by mail addressed to AME CONSO, 11 Place Dauphine, 75001 PARIS

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The customer acknowledges having had communication, prior to placing his order, in a legible and understandable manner, of these General Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Code of consumption, in addition to the information required pursuant to the decree of October 22, 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air hotels and in particular:

- the essential characteristics of the services, taking into account the communication medium used and the services concerned:
- the price of the services and related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they are not apparent from the context;
- information relating to legal and contractual warranties and their methods of implementation; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to mediation in the event of a dispute;
- information relating to the terms of termination and other important contractual conditions.

The fact for a natural (or legal) person to order on the website www.campingvilleylesec.com implies full and complete acceptance and acceptance of these General Conditions of Sale, which is expressly recognized by the customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the Service Provider.

