

## **GENERAL CONDITIONS OF SALES**

### **Article 1. Scope and applicability of the General Terms of Sale**

These general terms of sale sent to the Client form a contractual whole, constituting the entire contractual relationship between the Campsite and its Clients.

This contractual whole governs the sales of stays by the Campsite and will be considered valid from the moment the order is placed, to the exclusion of any other conditions.

The Campsite reserves the right to modify its general terms and conditions at any time. However, the version which will apply to the Client is that accepted by him at the time he made his reservation.

### **Article 2. Acceptance of the General Terms of Sale**

The Client is considered to have unconditionally accepted these General Terms of Sale, in accordance with the provisions of article 1126 of the French Civil Code. The Client is therefore informed that by ticking the box marked "I confirm that I have read the General Terms of Sale" when placing his order via the internet or upon receipt the booking confirmation email accompanied by these terms and conditions, he is expressing his specific, free and informed consent, including in particular with regard to the use of his personal data. This unconditional acceptance is valid both for the Client and for any person participating in the stay. These General Terms of Sale are also available on the Campsite's website and at the Campsite's Reception.

### **Article 3. Reservation**

#### **3.1 Reservation conditions**

Reservation method – The Client can reserve online, by telephone or at the Campsite.

Any request for a reservation is considered as a firm reservation from the moment it is accepted by the Campsite. The Campsite is free to refuse the reservation according to availability or to any circumstances likely have a negative impact on the envisaged stay.

The acceptance of the reservation will be confirmed exclusively by the sending of a reservation confirmation by e-mail, by post or delivered personally.

To be confirmed, all reservations must also be accompanied by a payment including:

- A down payment of 30% to 100% of the total cost of the stay according to the reservation date;

- The administration charge for the reservation;
- Any possible costs of taking out insurance against the cancellation / interruption of your stay.

Electronic signature for online sales – The online provision of the client's bank card number and the final confirmation of the order constitute proof of the client's agreement to the billing of the sums due for the reservation and his signature and express acceptance of all transactions and operations performed.

Capacity and participants in the stay – The reservation is made on a personal, named basis. The Client must be at least 18 years of age, must participate in the reserved stay and must supply the last names, first names and dates of birth of all participants including minors and babies. The Campsite reserves the right to refuse any person not listed at the time the reservation was made. Any incorrect information may result in the stay being

cancelled. Due to the personal and named nature of the reservation, this cannot be transferred or totally or partially sub-let without the Campsite's prior, written and express consent. For safety, security and insurance reasons, the maximum number of occupants allowed for each accommodation type/pitch as stated in the brochure and the website must be respected. The Campsite will refuse any person in excess of this maximum capacity (including babies) with the exception of any possible visitors invited by the Client.

Groups – The Campsite proposes stays for families, with accommodation specially designed for this purpose. The Campsite reserves the right to refuse any reservation which does not match the available reception and accommodation capacities.

The Campsite considers that any reservation for five mobile homes / pitches or more made by the same person or by different people but who know one another and are travelling together for the same purpose on the same dates and to the same Campsite as constituting a group. All requests for group reservations should be submitted by e-mail to the address [callcenter@cielavillage.com](mailto:callcenter@cielavillage.com) or by telephone to 04.22.54.73.55 (price of a local call depending on your operator) specifying that this is a request for a group reservation. The Campsite reserves the right to examine the request before accepting or refusing it.

### **3.2 Important information**

Welcoming minors – For obvious safety and security reasons (swimming pool, evacuation of the Campsite in an emergency, etc.) and on health grounds (hospitalisation, etc.), minors who are not accompanied by their legal guardians in the terms of article 389 of the Civil Code are not allowed. Furthermore, in accordance with decree 2002-883 of 3 May 2002, the Campsite is not authorised to provide group or individual stays outside the family home for minors aged under 18 who are not accompanied by one of their legal guardians. In the case of minors accompanied by their legal guardians, they are placed under the sole responsibility and liability of the latter and must under no circumstances be left unattended within the Campsite perimeter (including the water park).

The non-contractual nature of communication aids – Any document other than these General Terms of Sale, including catalogues, prospectuses, advertising and notices, are provided for

information purposes only and are non-contractual in nature. The maps and photos of the rented accommodation are provided for information purposes only. The layout and characteristics of the rooms may vary from one model to another. You should refer to the written description of the layout in the accommodation section on the Campsite's web page, which gives you the exact composition of each form of rented accommodation. A description is also available inside each rented accommodation unit. If you have any questions, our reservation centre team are there to help on 04.22.54.73.55 (price of a local call depending on your operator).

The Campsite's facilities and activities – It may be the case that some activities and facilities proposed by the Campsite (either directly or via service providers), such as the WiFi or attractions in the water park as shown in the descriptions are unavailable, including for climatic reasons or cases of force majeure or are not working, particularly at the start or end of the holiday season. The Campsite may not be considered liable as a result. The Campsite will inform the Client of any possible building work/hazards/conversion or layout work being undertaken during the stay.

#### **Article 4. Prices**

The applicable prices are those shown at the time the reservation is made, whether by telephone, over the Internet or at the Campsite. These may change throughout the season and are displayed in euros, inclusive of VAT.

They are firm and final.

Any subsequent changes to the applicable VAT rate occurring between the time the prices were determined and the time the stay is billed will result in a proportional modification to the VAT-inclusive price, which the Client unreservedly accepts.

The price includes:

- The rental of the pitch or the equipped rented accommodation as described in the brochure and on the websites;
- The consumption of water, gas and electricity;
- Access to the Campsite, to its equipment / facilities and activities (except those listed below) as shown in the brochure and on the websites;
- A place for one car per accommodation unit/pitch (the parking space is not necessarily situated at the rented accommodation/pitch).

The price does not include:

- The administration charge;
- The various taxes;
- The paid on-site activities proposed by the Campsite;
- Surcharges such as cleaning costs;
- Security deposits;
- The guarantee of a specific pitch;
- Insurance against cancellations / interruptions;
- Optional equipment.

## **Article 5. Payment terms and methods**

### **5.1 Payment terms**

The total price for the stay is payable:

- 30 days before the stay begins;
- Or immediately for any reservation made less than 30 days before the stay begins.

Unless payment in full is received at the due date, the Campsite may consider that the Client has cancelled his reservation and may then retain any sums possibly already paid.

### **5.2 Payment methods**

The payment methods accepted by the Campsite for the down payment and/or the total cost of the stay vary according to the payment date:

- If payment is made at least 30 days before the arrival date: it can be made by bankcard, by bank transfer, by holiday vouchers (sent by registered letter with acknowledgement of receipt) or Connect holiday vouchers and by cheque in Euros (sent by registered letter with acknowledgement of receipt).
- If the payment is made between 29 and 15 days before the arrival date: it can be made by bankcard and bank transfer or Connect holiday vouchers.
- If payment is made between 14 days and the day before arrival, it can be made by credit card or bank transfer.
- For any payment on-site, the client may pay the balance by bankcard, in cash and with holiday vouchers. Cheques are not accepted at the Campsite.

### **5.3 Information concerning bankcard payments**

The bankcards accepted are those from the Carte Bleue, Visa or Eurocard/Mastercard networks. American Express is not accepted. The transaction is immediately debited from the Client's bankcard after checking the card details. Pursuant to article L.132-2 of the Monetary

and Financial Code, the commitment to pay entered into by means of a bankcard is irreversible. By providing his bankcard information either online or by telephone, the Client authorises the Campsite to debit his bankcard at the time the down payment or the total cost of the stay are settled. Accordingly, the Client confirms that he is the holder of the bankcard to be debited and that the name shown on his bankcard is his own. If he finds his bankcard is being used fraudulently, the moment such usage is discovered the Client is invited to contact our reservation centre on 04.22.54.73.55 (price of a local call depending on your operator).

## **Article 6. Services not included in the price**

### **6.1. Administration charges**

The administration charges are payable for each named reservation. These charges are set by the Campsite at the time the reservation is made. They are payable at the time the reservation is made and are non-refundable.

### **6.2. The tourist tax**

The tourist tax is collected on behalf of the local authorities and is mandatory on some campsites. The level of this tax is determined per person and per day according to the destinations and may be modified during the year.

### **6.3. Paid activities proposed by the Campsite, to be paid for on-site**

Some of the activities proposed by the Campsite or by one of its service providers are optional, with payment being required for them. It is hereby stipulated that payment is not required for access to the Campsite's water park. If you have any questions, our reservation centre team are there to help on 04.22.54.73.55 (price of a local call depending on your operator).

### **6.4. Cleaning costs**

The Client may request that cleaning be carried out by the Campsite for a cleaning fee of a variable amount depending on the range of the mobile home 48 hours before departure at the latest. The cleaning charge does not include cleaning the kitchen dishes, crockery, cutlery and utensils and the rubbish bins must be thrown away.

As regards the use of gas planchas/barbecues, if they are not kept clean at the time of departure, a fixed amount of €50 will be deducted from the deposit to cover cleaning costs.

### **6.5. The security deposit**

For all stays at the Campsite, a security deposit of €100 for the pitches (in case of fridge or gas barbecue rental) and €250 for the rented accommodation will be payable at the latest on

the date you arrive at the Campsite. This may be paid by bankcard or in cash. The deposit will be returned in full on the day you leave or at the latest within 15 days

after checks to ascertain that the cleaning has been done and that the equipment has been left in a satisfactory condition. Failing this, the deposit will be retained in full. Any damage or deterioration exceeding the sum paid as the security deposit will be at the Client's cost following the deduction of the security deposit. In the case of a security deposit paid in cash, if the Client wishes to have the deposit returned immediately after his departure, he must make an appointment at the latest the day before his departure to arrange an inspection and inventory of his accommodation.

#### **6.6. The guarantee of a specific pitch / Preferred pitch option**

To facilitate planning, the pitches and accommodation are assigned by the Campsite according to availability. These pitch allocations may be modified at any time before the keys have been handed over. Only the location, dates and accommodation type are guaranteed unless the Client has chosen the "Preferred pitch option". If the location of his choice is available or if he wishes to be adjacent to another it will be assigned to him in return for the payment of a fixed sum of €30.

The Campsite cannot be held responsible if the Client does not indicate the correct category of equipment (and its dimensions) when booking and the pitch allocated is unsuitable. Only one piece of motorized camping equipment is allowed per pitch.

#### **6.7. Insurance against cancelled / interrupted stays**

As a for-payment option, the Campsite proposes Cancellation and Interruption Insurance via its partner : Gritchen Affinity - Société de courtage en assurances SIEGE SOCIAL

: 27 Rue Charles Durand - CS 70139 - 18021 BOURGES Cedex - France. The cancellation insurance can be requested only at the time of the booking. It is not refundable in case of cancellation. All the guarantees are detailed in the General Conditions of Insurance and the information document on the insurance product can be available before the conclusion of the contract and also on the website: [www.cielavillage.com](http://www.cielavillage.com)

#### **6.8. Prohibition to charge electric vehicles from domestic sockets on the rented pitch**

Some Ciela Village campsites are equipped with electric vehicle charging points for a fee to facilitate your stay. Recharging electric vehicles from domestic sockets on the campsite pitches is strictly forbidden. The campsite's electrical installation is dedicated to the proper functioning of the accommodation and infrastructure and is absolutely not suitable for recharging guests' personal vehicles. Assuming that the Customer does not respect the said ban regarding charging spots, a first warning will be dropped off on the vehicle. For each new recharge after this warning, a lump sum of 150 € tax included will be deducted from the Customer's security deposit.

## **6.9. Optional equipment**

The Campsite proposes optional equipment such as baby kits, refrigerator, sheets, towels, barbecue, etc. Some equipment is already included in the Privilege, Prestige and Exception range. This equipment is supplied upon request and subject to availability. If you have any questions, our reservation centre team are there to help on 04.22.54.73.55 (price of a local call depending on your operator).

## **Article 7. Partner discounts and promotional offers**

The promotional offers are subject to certain conditions and cannot be combined with one another unless stated otherwise. The “partner” discounts and promotional offers cannot be applied to a reservation which has already been paid for wholly or partially. On such occasions it is therefore possible that clients will have paid different prices for the same stays. The clients having paid a higher sum may under no circumstances be refunded the difference between the price they paid and the promotional price. To benefit from a partner discount, the Client must provide proof of entitlement to the said discount in accordance with the terms agreed with the service provider. The recipients of “partner” benefits must effectively be the named persons in whose name the reservation is made. The Campsite will check that the offer applies. In the event of fraud, the amount concerned by the reduction will be claimed back from the Client.

## **Article 8. Withdrawal**

The Client is hereby informed that in application of article L. 121-20-4 of the French Consumer Code, the sale of accommodation services provided on a given date or during a given period is not subject to the provisions of the withdrawal period applicable to distance selling. No right of withdrawal therefore applies to the sale of stays by the Campsite. However, this waiver does not apply for any possible insurance taken out (subject to a 14-day period pursuant to and within the scope of the legal provisions).

## **Article 9. Modifications to the reservation / stay**

Any request to make a modification must be received at least 10 days before the start of the stay. It is the Client's responsibility to submit the request to the Campsite by registered letter with acknowledgement of receipt, sent to the Campsite's address or by sending an e-mail to the following address: [callcenter@cielavillage.com](mailto:callcenter@cielavillage.com). The Campsite will make every effort to grant the request, according to availability and to the applicable prices. If the modification proves impossible or is not accepted, the Client must undertake his stay in accordance with the conditions initially arranged, or must cancel it.

- If a request is received more than 30 days before your arrival day, you will be able to change the dates, the category of accommodation or the supplements for your stay. If the final balance is changed, you shall settle any outstanding supplements before arriving on site. If those changes result in a lower balance, the difference will be refunded.

- Between 30 to 10 days before your arrival day: You will be able to change your dates of stay or the type of accommodation according to availability. However, if the balance is less than the initial cost of the holiday, no refund will be made.

Changes related to supplements (such as pets, hire of sheets or towels, cleaning package, hire of plancha, fridge, change of participants) will not be refunded if the balance is less than the initial cost of the holiday.

- Less than 10 days before your arrival day: no changes will be made to the dates of your stay or to the type of accommodation selected. The supplements cannot be cancelled either.

If supplements are added to the stay, payment must be made immediately.

## **Article 10. Cancellation of a stay (outside the scope of the cancellation/interruption insurance)**

### **10.1 Cancellation by the Campsite**

Other than in force majeure circumstances, a total refund will be issued for the stay. This cancellation may under no circumstances result in the payment of compensation or damages.

### **10.2 Total or partial cancellation by the Client**

It is the Client's responsibility to inform the Campsite by registered letter with acknowledgement of receipt, sent to the Campsite's address or by sending an e-mail to the following address: [callcenter@cielavillage.com](mailto:callcenter@cielavillage.com).

Any possible cancellation charges will be determined according to the date on which the cancellation is received.

Should written notification not be received in accordance with the above-mentioned conditions, the Client will be required to settle all sums due for the reservation.

The applicable cancellation costs are based on the following scale:

- Before the 61st day before the stay : 10 % of the total amount of the booking as well as the additional costs (file fees and insurance) will be charged.
- Between the 60th and the 31st day before the stay : 30 % of the total amount of the booking as well as the additional costs (file fees and insurance) will be charged.
- Between the 30th and the 16th day before the stay: 50% of the total amount of the booking as well as the additional costs (file fees and insurance) will be charged.
- Less than 15 days before the stay or in case of no-show: the total amount due for the booking will be charged.

It is hereby specified that regardless of the cancellation date, the administration charges and any possible subscription costs for cancellation/interruption insurance will not be refunded.

The Campsite offers a Cancellation and Interruption Insurance at an additional cost, through its partner Gritchen Affinity - Société de courtage en assurances SIEGE SOCIAL : 27 Rue Charles Durand - CS 70139 - 18021 BOURGES Cedex – France.

## **Article 11. Organization of the stay**

### **11.1 Arrival and departure times**

Camping pitches at the Campsite - Arrivals from noon onwards and departures before 11 AM.

Rented accommodation units - the accommodation is available from 4 PM and must be vacated on the date of your departure before 10 AM at the latest..

If a Client is unable to arrive by the designated arrival time, he should immediately contact Reception to try and find a solution. In the case of a no-show within 24 hours following the scheduled arrival time, and unless the Campsite has received written confirmation confirming a definite date, the Campsite reserves the right to resell the accommodation / pitch.

No refund or compensation will be payable in such circumstances. No reductions will be granted for late arrival or early departure.

An additional night will be billed in the event of delays in handing back the keys / vacating the pitch.

### **11.2 Length of stay**

The minimum length of stay may vary depending on the campsite where the client is staying, the type of pitch/rental and the period of stay.

The minimum length of stay for rental accommodation is 2 nights from the opening to the closing of the campsite.

### **11.3 Check-in / Check-out**

Check-in – When the Client arrives, the Reception team will check their outstanding balance. The Client must have paid up the entire outstanding balance, must present a valid official identity document and must pay the security deposit in accordance with the conditions stated above. After having recorded the Client's arrival, Reception will provide the Clients with the keys for the rented accommodation and possibly the access card for the Campsite, the usual regulatory information and the required wristbands. It is the Client's responsibility to check the inventory at the time he arrives and report any discrepancies on his date of arrival.

Check-out –The Client must hand back his accommodation in a perfectly clean and tidy condition before 10 AM. If this is not the case, a cleaning fee corresponding to the amount of the cleaning package could be retained .Similarly, the Client will be billed for any items

broken, lost or damaged during his stay. The security deposit will be returned in accordance with the conditions described above.

#### **11.4 Site rules**

During the stay, the Client agrees to comply with the Campsite's site rules, which are available from / displayed in Reception and on the Campsite's website. These requirements also apply to any person staying with him or under his responsibility.

Unless stated otherwise in the site rules for the Campsite or unless expressly authorised by the Campsite, setting up any form of tent or awning on rented accommodation plots is strictly prohibited.

If these rules are being blatantly disregarded, the Manager may take measures up to and including the termination of the contract, especially in the case of a disruptive attitude affecting the peace and quiet of the Campsite or in the case of violent, insulting, racist or threatening behaviour directed at other Clients, the Campsite's staff or those of its partners or suppliers. The Client is informed that access to the accommodation may also be refused.

#### **11.5 Wearing wristbands**

It is compulsory to wear the Ciela village wristbands during the stay, which guarantees maximum security for the Clients and avoids any intrusion by unregistered/non-authorised persons from outside.

#### **11.6 Pets**

2 domestic pets are allowed in the rented accommodation or on the pitches as long as these were announced at the time of reservation or arrival on the site. Domestic pets may not roam freely and must be kept on a lead, including on the rented pitches. They are not allowed in the water park, the children's play area or the toilet/washroom blocks. Animal waste must be picked up by the Client and the animals' behaviour must not disturb the peace and quiet of other clients. Clients are asked not to leave their dog unattended. The acceptance of pets is subject to conditions: - Up-to-date anti-rabies vaccinations (for clients who do not live in France) - identification by means of a tattoo or chip confirmed by a card issued by the Société Centrale Canine. The Client must bring along the animal's health card. Dangerous or aggressive animals (including dogs in categories 1 or 2) and exotic pets are not accepted.

#### **11.7 Sound nuisance**

In accordance with the Internal Regulations of the Campsite as well as the applicable regulations, and in order to preserve the peace and quiet of other residents, noise pollution is strictly prohibited within the Campsite. In the event that the Customer does not respect the said ban, and after a first oral reminder and a second written hand delivered warning which has not been followed up on, the Customer may be excluded from the Campsite and prohibited from staying there in the future.

## **11.8 Visitors**

Any visitor invited on site by the Client must be notified and registered at the reception desk of the Campsite. Visitors are allowed free of charge, however they do not have access to the waterpark. Their vehicle is not allowed inside of the camping and must remain on the common parking area. The Campsite has the right to refuse the access to the site's facilities. The Visitor must comply with campsite rules and regulations and wear the mandatory wristband.

## **Article 12. Liability**

Open air accommodation is not covered by the hotel operators' liability mentioned in article 1952 of the Civil Code. Consequently, the Campsite may not be considered liable in the event of any loss, theft or damage of/to personal property whether on the Campsite, car parks or collective facilities (bicycle storage areas, toilets/washrooms, etc.). It is hereby stipulated that Clients park their vehicles at their own risk. The Client is required to take out civil liability insurance and possibly to contact his usual insurer to extend his multi-risk home insurance to cover the accommodation occupied for the duration of the stay.

The Company assumes only an obligation of due diligence for all stages involved in accessing the Websites, in the reservation process and all subsequent services. Although the Campsite makes every effort to maintain an operational service, it can offer no guarantees concerning continued access to its Websites and consequently declines all liability for any direct and/or consequential losses caused due to any total or partial inability to access them which may arise during the use of the service by a web surfer. The Campsite will assume no criminal or civil liability for the consequences of any inappropriate or unauthorised use of the Websites or if their content by the users or any other third parties.

The Campsite may not be considered liable due to the provision by any third party of photographs for which they have stated they possess the necessary rights, for any false, deceptive or erroneous information mentioned in catalogues or on the Websites concerning the Campsites, including presentation photos, descriptions, activities, leisure facilities and activities, services and operating dates.

The Campsite may not be considered liable for any non-performance or poor performance of the contract due to faults or failings on the part of the Client, in the case of force majeure or of unforeseeable and unavoidable circumstances, or due to a third party to the provision of the services provided for in the contract. In all cases, if the Campsite is found liable on any grounds, any possible compensation will be limited to the cost of the stay.

## **Article 13. Complaints**

Any complaint must be submitted by the Client to the Campsite during his stay, in order that the latter may remedy the issue or officially observe and confirm it. If it has not been possible to rectify the issue on site, the Client may send a written complaint to the Customer Service

Department in order that the latter may seek to find a solution. In order to be best able to examine the complaint, the Client is asked to supply all factual information in his possession as soon as possible (including in particular photographs and videos) unless the non-conformity has been officially observed and confirmed on site by the Campsite. Any complaints concerning the Client's stay must be sent by him by letter to the Campsite's address or by e-mail to [callcenter@cielavillage.com](mailto:callcenter@cielavillage.com) or to the Campsite's e-mail address. No complaints will be considered for any incident which was not reported to the Campsite Manager during the stay.

#### **Article 14. Personal data protection**

With regard to the processing of personal data, please consult the following link:

<https://cielavillage.fr/politique-de-confidentialite/>

#### **Article 15. Authorisation for images rights**

During their stay, the Client and the persons staying with him (hereinafter the "Guests") may be photographed or filmed within the Campsite in the context of group shots (hereinafter the "Images"), which the Client accepts on their behalf and on behalf of the Guests. The Client also authorises the Campsite and GROUPE GB (in charge of the management and promotion of the Campsite and all CIELA VILLAGE campsites), on their behalf and on behalf of the Guests, to distribute the Images on their social networks for a maximum period of 5 years from the date of acceptance of these General Conditions of Sale.

In any case, it is understood that the Client and the Guests :

- may revoke the above authorisations by indicating this in writing to the campsite reception during their stay;
- after the publication of the Images concerning them on the social networks, may request their removal by sending an email to the following address: [callcenter@cielavillage.com](mailto:callcenter@cielavillage.com)
- will not receive any compensation for the broadcasting of the Images as planned in this Article 15.

#### **Article 16. Applicable law, jurisdiction and mediation**

These General Terms of Sale are subject to French law and any dispute or litigation concerning their application will be considered the jurisdiction of the courts of Toulon regardless of the Client's country of origin. In the event of a complaint or claim and after having referred the matter to the Campsite's Customer Service Department pursuant to the Complaints procedure, the Client has the possibility to involve a consumer ombudsman within a maximum period of one year from the date the written complaint is submitted to the operator by registered letter with acknowledgement of receipt. The contact details for the consumer ombudsman to whom the Client may refer the matter are as follows: The CMAP (Centre de Médiation et d'Arbitrage de Paris – CCI de Paris) [www.cmap.fr](http://www.cmap.fr)

In application of the provisions of article 1368 of the Civil Code, it is expressly agreed that the data stored in the Company's IT system and/or those of its partners are considered as having probative force. Accordingly, if produced as a source of proof by the Company in any litigation, proceedings or other, the data stored electronically or on a computerised medium will be considered to be acceptable, valid and applicable vis-a-vis the parties.

**Article 17. Partial invalidation of the General Terms of Sale**

In the event that one of the clauses of these General Terms of Sale is found to be null and void as a result of a change in legislation, in the regulations or by a decision of the court, this will in no case affect the validity of or compliance with these general terms of sale.