



GENERAL SALES CONDITIONS

Booking accommodation location "tourism"

Between the undersigned:

The company S.A.S LESI, camping du Pont, with a capital of 100.000 €, registered in the Aubenas Trade and Companies Register under number 4883700032, whose head office is located: 225 A route du cirque de gens - 07120 Pradons - France, represented by Jean Claude LOUCHARD in his capacity as manager, duly authorized for the purposes hereof.

Hereby "the company" or "the campsite". Firstly,

AND

The natural or legal person purchasing the company's products or services. Hereby "the buyer" or "the customer". On the other hand,

The following has been stated and agreed:

Article 1 - Definitions.

Campsite website (hereby "the Site"): The campsite website accessible at the following address: <https://www.campingdupontardeche.com/>

Reservation platform (hereby "the Reservation platform"): The online reservation platform operated by the campsite and accessible at the following address: <https://bookingpremium.secureholiday.net/fr/3495/>

Article 2 - Scope of the general conditions of sale.

These general conditions of sale automatically govern all sales of stays and rentals made by the campsite or through its online booking platform. They form an integral part of any contract concluded between the company and the customer.

The customer acknowledges having read these general conditions of sale prior to any reservation for a stay, for himself and for any person participating with the stay. The customer acknowledges that the fact of booking a stay implies full and unreserved acceptance of these general conditions of sale.

In accordance with the law in force, these general conditions are made available to the client for information and prior to the conclusion of any contract for the sale of stays. The general conditions of sale are available for download on the website of the camping and on the booking platform.

Article 3 - Services.

3.1. Rates and settlement

The price of stays is shown in euros, including VAT. The price of the residence tax (0.66euros) per person over the age of 18 and per night) and the participation in ecological treatment expenses (per person of 12years and more per night) are not included. Prices are subject to change during the season.

3.2. Pitches, mobile homes, and availability.

The pitches are available for rent and allow for the temporary installation of tents, caravans, or camper vans. The stay is calculated from a basic package for two (2) persons including one (1) bare pitch from 80 m² to 110 m² depending on the formula chosen for tent, caravans, or motor home. Nevertheless, the pitch gives access to a maximum number of six (6) people (adults and children), one (1) vehicle, reception facilities, sanitary blocks, free services, and entertainment available within the campsite.

Not included in the package are additional costs such as: persons extra, extra vehicle, electricity 10 amps, equipment, paid services, as well as the tourist tax valid for any person over 18 years of age, and the eco-tax if applied valid for any person staying at the campsite.

For safety reasons, charging electric car is not allowed. An electric station, subject to payment is available to you.

The pitches are available for rent overnight; they are made available to the customer from 12:00 p.m. on the day of arrival and must be released by 12:00 p.m. on the day of departure. For any departure after 12:00 p.m., an additional night will be due. An extension of the lease may be carried out reception of the campsite depending on availability.

The wishes to assign a specific location can only be met on the basis of the availability and reception options upon the customer's arrival. No reservations will be made for a number location.

Bookings are made on a strictly personal basis, no bookings can be sublet or ceded to a third party without prior permission from the campsite. Minors who are not accompanied by their parents or legal guardians are not accepted.

3.2.1. Classic pitches.

Classic pitches include an average of 90 square meters of surface area, accessibility to people mobility, as well as access to toilet blocks.

3.2.2. Big confort pitches.

Big confort pitches include an average of 110 square meters of surface area, accessibility for people with reduced mobility, as well as access to toilet blocks. connection to drink water and mains drainage are included.

3.3. Accommodation, rental and availability.

Rental accommodation concerns the rental of mobile homes, chalets, Cottage "la villa" and nomad tent. The prices include persons according to the capacity of the accommodation indicated on the site or the booking platform. Water, electricity, the equipment mentioned on the site or on the booking platform, access with one (1) vehicle, access to reception facilities, sanitary blocks, free services, and entertainment are included and available at the campsite.

Additional costs such as: additional vehicle, equipment, paid services, etc., as well as the tourist tax valid for anyone over the age of 18, and participation to ecological treatment expenses (per person of 12 years and older and by night).

Any person (adult or child) additional to the maximum capacity of the accommodation concerned will not be accepted.

Rental accommodations are available for rent for a minimum of overnight stays depending on the period. Rental accommodation is available for the client from 4 p.m. on the day of arrival and must be left at 10 a.m. at last on the day of departure. For any departure after 10 a.m., an additional night will be due. An extension of the rental can be done at the campsite reception depending on availability.

Concerning rental accommodation, the wishes to allocate specific accommodation can only be satisfied depending on availability and reception possibilities on arrival of the client. No reservation will be made for a specific rental accommodation.

Reservation is made on a strictly personal basis, no reservation may be sublet or transferred to a third party without prior authorization from the campsite. Minors not accompanied by their parents or legal guardians are not accepted.

Online bookings are reserved for individual customers. Regarding group bookings see more than 2 rentals, the request must be made directly from the bridge campsite by telephone or by telephone the form on the site of the campsite of the bridge under "contact and access" which reserves the right to consider the booking request before accepting or refusing it.

All rental accommodations are non-smoking.

3.3.1. Restitution, status of departure.

On arrival you have 24 hours to report an anomaly to the reception., At the end of the rental, the accommodation must be restored by the client upon departure, and returned as it was delivered to him on the day of his arrival (indoor and outdoor cleaning, trash, dust, dishes and clean cutlery, refrigerator, cooking elements and equipment cleaned, clean sanitary etc.) The customer may however entrust the campsite with cleaning the accommodation for a cleaning fee

invoiced as an additional cost.

your presence during the inventory of fixtures on departure is obligatory this will only be done during the opening hours of the reception.

3.3.2. Abnormal uses of rental accommodation.

Any deemed abnormal use of water, electricity or gas will be invoiced in addition. Similarly, any use deemed abnormal or contrary to the furniture and equipment will give rise to an addition billing due to the deterioration, damage, breakage, or disappearance caused.

For safety reasons, charging electric car is not allowed. An electric station, subject to payment is available to you.

Article 4 - Security deposit.

For rental accommodation, a security deposit of 200 euro to 1200.00€ euro depending on category of accommodation is requested upon entry into the rental to compensate for any deterioration, degradation; breakage, disappearance, or any other use. As well as abnormal use furniture or equipment.

The retention of the security deposit does not exclude additional compensation if the costs are greater than the amount thereof. Expert fees, if any / or repair or replacement costs will be the sole responsibility of the customer.

The security deposit is returned at the end of the stay, or at the latest eight (8) days after the customer's departure, after deduction of the compensation retained, on supporting invoice, for any disorders noted by the inventory of fixtures. In the event of doubtfully cleanliness of the accommodation, a sum of sixty (60) euro and 110 euro for villa will be retained from the security deposit for the restoration of the rental.

Article 5 - Animals.

Pets are accepted at the campsite in pitches and mobile homes, However, only one (1) domestic animal weighing less than fifteen (15) kg will be authorized per rental. In addition, only animals classified as "non-dangerous", compulsorily tattooed (or electronic chip), and up-to- date vaccination booklet will be accepted to stay at the campsite.

It is obligatory to mention the presence of a dog when booking. Every animal will charge a daily supplement.

Animals must be kept on a leash inside the campsite and accompanied outside the campsite for their needs. They must in no case inconvenience the neighbourhood with their barking, droppings, or dirt, or remain alone in the accommodation and / or vehicles.

Article 6 - Price.

The prices presented on the site and on the booking, platform is indicated in euros all taxes included (VAT at the rate in force). Any change or modification of this rate, as well as any change in the taxes applicable to the stay, on the invoice date, may be reflected in the price of the products or services that are offered.

The campsite reserves the possibility to change its prices at any time and without notice. Price excluded:

- The catering and drinks of the participants for the stay
- Supplements rented on site (meals, Sheets, linen, baby equipment, services...)
- Access to certain structures and sports and leisure activities
- Administration fee
- Tourist taxes
- Eco participation
- Fees related to the electric car's charging

Article 7 – Reservations.

The customer can book their stay by e-mail, through the online booking platform or at the reception of the campsite.

The reservation becomes effective only:

- With the agreement of the campsite
- After receipt of a deposit in case of reservation on the reservation platform
- After signing the reservation contract and receiving a deposit in the event of a reservation by e- mail or at the reception of the campsite.

In addition, the campsite reserves the right to accept or refuse a reservation according to availability; to refuse access to guests arriving with a number of participants greater than the capacity of the accommodation concerned, and/or if the names do not correspond to the contact details given at the time of booking; to refuse to grant a reduction in the event of the absence of the guest or any person taking part in the stay, for one or more nights, late arrival or early departure. The allocation of a pitch or rental will be made on the day of arrival, special requests must be specified in advance and cannot all be satisfied.

7.1. Terms of Payment.

Any reservation made by the client must be made in writing either on the online reservation platform or by requesting a contract. Your payment will only be collected if we are able to respond favourably to your request.

If we are unable to provide a pitch or rental accommodation, we will offer you other dates or another category at the current rate, if these do not correspond to your payment, your deposit will not be collected.

For pitches:

The client must make his reservation online and pay the sum of one hundred and fifty (170) euros as a deposit on his stay and twelve (12) euros for administration costs. By making a reservation, the client accepts these general terms and

conditions of sale.

For rental accommodation:

The client must make the reservation online and pay the corresponding deposit: thirty percent (30%) of the amount of the stay increased by a booking fee of fifteen (15) euros, one hundred percent (100%) of the amount of the stay for stays of less than seven (7) nights or those with an arrival less than thirty (30) days after the date of the reservation. By making a reservation, the client accepts these general terms and conditions of sale.

The customer must also pay the contribution of the cancellation/stay insurance if it is taken out.

This booking has contractual value only upon receipt by the customer of a confirmation of a reservation written and issued by the campsite: By email in case of reservation on the booking platform, via a contract or at the reception of the campsite.

The balance of the stay is to be paid:

- Not later than the day of arrival for bare pitches.
- At the latest thirty (30) days before arrival for rental accommodation.

In the event that the balance is not paid by the customer within the time limits indicated, the reservation will be considered as cancelled and the cancellation conditions described below would be applied.

For the payment of the deposit and the balance, the campsite accepts the following payment methods:

- Bank check
- Holiday check
- Transfer
- Bank card
- Cash

7.1.2. Last minute booking.

Any booking made within seven (7) days before the arrival date must be paid in full and by credit card only.

7.1.3. Late arrival, early departure

In case of late arrival or early departure from the dates mentioned on the reservation contract, the entire stay and all the supplements ordered will remain due. The customer can, in no case, claim any reimbursement for the part of the stay not participated.

7.1.4. No-show on the campsite.

If the client does not show up at the campsite within 24 hours of the start of the stay, as mentioned on the reservation date on the contract and the time of availability of the pitch or the rental accommodation, and without proof and / or

new information of the alleged arrival of the customer by telephone or e-mail, the campsite will dispose automatically of the pitch or rental accommodation concerned. The costs applicable to the cancellation conditions described below will be retained.

7.1.5. Stay modifications.

Changes to a reservation (dates, type of accommodation, additional services, number of participants, etc.) may be made subject to availability and possibilities, and if the capacity of the location or the accommodation rented allows. No reservation can be carried over to the following year from the date of arrival of the agreed stay.

Otherwise, the campsite would be obliged to cancel the reservation contract and apply fees according to the cancellation conditions described below.

Article 8 - Withdrawal period

In accordance with article L.221-5 of the Consumer Code, the campsite informs the customer that the sale of accommodation services provided on a fixed date, or at a fixed frequency, is not subjected to the provisions relating to the withdrawal period of fourteen (14) days.

Article 9 – Cancellation.

9.1. Cancellation made by customer.

Any cancellation must be notified to the campsite by registered mail with acknowledgement of receipt, which cancellation will only take effect from the date of receipt of the mail.

The administration fees of Twelve (12) euros for the pitches and Fifteen (15) euros for rental paid during any reservation remain independent of any deposit and are never reimbursed.

In case of cancellation of a pitch and in the absence of any subscription to cancellation/interruption insurance you will be retained:

- The application fees
- The amount of your down payment
- Less than thirty (30) days before the arrival date: the entire stay remains acquired at the campsite

In case of cancellation of a rental accommodation and in the absence of any subscription to insurance cancellation / interruption of stay you will be retained:

- The amount of your down payment

- The application fee
- Less than thirty (30) days before the arrival date: the unpaid balance of the stay is due to the campsite
- Less than thirty (30) days before the arrival date: the entire stay remains acquired at the campsite

9.2. Cancellation due to camping

In the event that the campsite is required to cancel its rental site and / or rental accommodation services, and except in cases of force majeure, any customer who has received his confirmation of stay will be notified by registered letter with acknowledgement of receipt. Then reimbursed in full up to the amount he has paid. This cancellation cannot however give rise to any compensation or payment of damages on the part of the campsite.

9.3. Cancellation in the event of a pandemic

In the event of an administrative **closure of the establishment during** the dates of the reserved stay (which is equated with a total or partial prohibition measure of public reception, to the extent that the Customer is directly affected by the application of this measure) decided by the public authorities, and which is not attributable to the Provider, the sums paid in advance by the Customer for the booking of the stay will be subject to the

-a 24-month asset that is refundable at the end of the validity period excluding booking fees.

The Provider cannot, however, be required to provide additional compensation beyond this reimbursement of the sums already paid for the booking of the stay.

9.3.1. By derogation from the provisions of Article 9. **ANNULATION**, any cancellation of the stay duly justified by the fact that the Client would be affected by COVID 19 (infection) or other infection considered to be a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates.

-will be done without severance pay.

Cancellation insurance with a COVID-19 extension is offered to the customer when booking.

9.3.2. By derogation from the provisions of Article 9 **ANNULATION**, if the Client is forced to cancel the stay in its entirety due to government measures that do not allow participants to travel (general or local confinement, travel ban, border closure), even though the campground is able to carry out its obligation and accommodate the Customers, the Provider

- will issue an asset corresponding to the sums paid by the Client, net of the processing and management costs that will remain acquired from the Provider. This non-refundable and non-transferable asset will be valid for 24 months.

9.3.3 - In the event of the Client's subscription of a specific insurance covering the risks listed in Article 9.3.1 or Article 9.3.2. The insurance allowances received by the Customer will be deducted from the amount 9.3.1 or 9.3.2.

9.4. Cancellation/interruption insurance.

As a precautionary measure and to obtain possible compensation in the event of cancellation or interruption of the stay, the campsite invites the customer to take out the cancellation / interruption of stay. We offer you during your reservation the "Campez Couvert" insurance rate: from a minimum of eighteen (18) euros to four percent (4%) of the total amount of your stay (basic rate and supplement). This insurance offers a "COVID extension" which covers, among other things, the reimbursement of cancellation fees in case of illness, positive screening and proven COVID contact case. The customer can also take out a cancellation / interruption insurance with the insurance company of his choice after validation and confirmation of the reservation.

As a precautionary measure and to obtain possible compensation in the event of cancellation or interruption of the stay, the campsite invites the customer to take out the cancellation / interruption of stay. insurance during the booking (valid only for rental accommodation).

Article 10 - Responsibilities and Assurance.

It is up to the customer to be insured; the customer must be covered by public liability insurance to cover any damage. The customer remains responsible for the surveillance of his personal objects, the campsite declines all responsibility in the event of an incident arising from the customer's civil liability, in the event of theft, fire, or any other disaster caused by himself or any participating person during the stay.

The campsite declines all responsibility in the event of nuisances due to natural phenomena (weather, insects, etc...), breakdown or shutdown of technical equipment, breakdown or closure of the campsite's facilities, punctual measures taken by the campsite management, limitation of access to certain facilities including the swimming pool, required by compliance with safety standards or periodic maintenance work.

10.1. Aquatic area - play areas.

Children are placed under the supervision and responsibility of their parents on the campsite, and more particularly in aquatic areas and play areas where the risk of injury is the highest. Safety instructions are posted at the entrance to the aquatic areas and must be scrupulously observed. The campsite declines all responsibility in the event of an accident.

Article 11 - Internal regulation of the campsite

All customers must comply with the provisions of the internal regulations. Each client in title is responsible for disturbances and nuisances caused by people or animals who stay with him or visit him. Any breach of the internal regulations by a client or any person participating in the stay would oblige the campsite to take the necessary measures and sanctions to ensure the well-being and respect of all the campsite's clients. This could lead to excluding the client or any person participating in the stay without any compensation or payment of damages of the campsite.

Article 12 - Description of the services

The general information indicated on the site, on the booking platform or any other communication medium, whether printed or not (places, premises, equipment, events, services, etc.) is given by the campsite for information only and cannot be considered as contractual insofar as these can be modified at any time. The campsite guarantees the authenticity of the information and that it is neither misleading nor false. The photos are for illustration purposes only and are not contractual.

Article 13 - Complains

All complaints relating to the conditions of the stay must be made on site to the reception of the campsite to allow it to find an immediate solution to the disorders encountered.

Any complaint possibly following a stay must be made in writing and sent by registered mail with acknowledgement of receipt within seven (7) days of the departure date. The customer can contact the campsite by post at the following address: Camping du Pont – 225 A route du cirque de Gens – 07120 – Pradons – France. Any complaint occurring after the seven (7) days period will be automatically rejected.

Article 14 - Mediation of consumer disputes

Any disputes to which the purchase and sale transactions concluded under these terms and conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been resolved between the Provider and the Client will be submitted to the competent courts under the conditions of common law.

The Client is informed that in any event, in the event of a dispute, he may resort to a conventional mediation procedure or any other alternative method of dispute resolution.

The electronic link to the online dispute resolution platform (RLL)

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

In accordance with Section L. 612-1 of the Consumer Code, within one year of its written claim, the consumer could express an amicable resolution request to:

Médiation Solution

222, chemin de la bergerie 01800 SAINT JEAN DE NIOST

email: contact@sasmediationsolution-conso.fr

site internet : <https://www.sasmediationsolution-conso.fr>

Article 15 - Right to image

The customer expressly authorizes the campsite, and without any consideration, to use and distribute on any type of media that may be used, whether digital or printed, the photos and / or videos that could be taken during the stay for the advertising and communication needs of the campsite. Any customer wishing to refuse the possibility of being photographed or filmed during their stay must notify the campsite in advance and in writing.

Article 16 - Protection of personal data

In accordance with the regulations in force on the protection of personal data (General Regulation on Data Protection n° 2016/679 of April 27, 2016, and law n° 78-17 of January 6 1978 relating to data processing, files and freedoms modified), the customer has the rights of interrogation, access, modification of opposition and rectification of personal data concerning him. By adhering to these general conditions of sale, the customer consents to the campsite collecting and using this data for the fulfilment of the reservation contract.

The information that the customer communicates when making his reservation will not be transmitted to any third party. This information will be considered by the campsite as confidential. They are used only by the internal services of the campsite for the processing of the reservation, and to strengthen and personalize the communication and the offer of services reserved for customers of the campsite.

In accordance with article L223-1 of the Consumer Code, the customer who does not wish to be the subject of commercial prospecting by telephone can register for free on a list of opposition to canvassing with the designated organization and the conditions provided for in article L.223-4 of the Consumer Code, namely the company Opposotel or on the dedicated website: <http://www.bloctel.gouv.fr/>

The campsite, concerned about the rights of individuals, and in a desire of total transparency, has set up a confidentiality policy setting out the way in which the personal data of the campsite customers is collected and processed, the purposes pursued by these treatments, as well as means of action made available to individuals so that they can best exercise their rights.

For more information, the customer is invited to consult the privacy policy of the campsite available at the following address: <https://www.campingdupontardeche.com/politique-de-confidentialite/>

Article 17 - Online reviews

At the end of your stay several emails will reach the client to gather their opinion. If the customer has made his reservation online, he will be contacted by the company Ctoutvert which manages the booking gateway of the campsite as well as the company GuestSuite who will ask the customer about putting online his opinion on one of the following platforms: Tripadvisor, Google, Zoover etc.... Both companies comply with existing regulations.

Article 18 - Force majeure

The fulfilment of the obligations of the campsite of this agreement is suspended in the event of a fortuitous event of force majeure which would prevent its execution.

Article 19 - Nullity

If one or more of the stipulations of the general conditions of sale are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will keep all their strength and reach.

Article 20 - Applicable law and jurisdiction

These general conditions of sale are governed by French law. Any litigation which would arise concerning the interpretation and / or the execution of these general conditions of sale, would be subjected to the competence of the French courts of the registered office of the campsite.

Article 21 - PRECONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges that he has had communication, prior to the transfer of its Order, in a readable and understandable manner, of the present General Terms of Sale and all the information and information covered by articles L 111-1 to L111-7 of the consumer code, in addition to the information required under the order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodations in the camping and in particular:

- The essential features of the Services, given the communication medium used and the services involved.
- The price of services and ancillary fees.
- Information about the Provider's identity, postal, telephone and electronic contact information, and its activities, if it is not in context.
- Information on legal and contractual guarantees and how they are implemented, The functionality of digital content and, if so, its interoperability.
- The possibility of conventional mediation in the event of a dispute.
- Information on termination terms and other important contractual terms.

The fact that a natural person (or legal person) orders on the website www.campingdupontardeche.com adhesion and full acceptance of these General Terms of Sale, which is expressly recognized by the Client, who forgoes to avail himself of any contradictory documents, which would be unsuitable for the Provider.