

Chemin Du Camping 07350 CRUAS - France +33 (0)4 75 00 13 56



GENERAL CONDITIONS OF SALE ONLINE

ARTICLE 1 – SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any accommodation or pitch rental within the HARMONY de CRUAS Campsite, represented by the company ISPI CAMP, a limited liability company with a capital of 1,500 euros, of which the head office is located on chemin du Camping - 07350 CRUAS registered under number 847 912 300 RCS AUBENAS.

The word "Provider" below designates Camping HARMONY de CRUAS and/or any representative thereof. The word "Customer" hereafter designates any person wishing to order services at Camping HARMONY de CRUAS.

The reservation and/or order of services is reserved for the Customer who has read these conditions of sale in their entirety, prior to his order and who has accepted them without reservation.

Therefore, taking an order entails full adherence to these general conditions of sale and unreserved acceptance of all their provisions.

These conditions apply to the exclusion of all other conditions, and in particular those applicable to other Services marketing channels.

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

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Customer has, at any time, a right of access, rectification, and opposition to all of his data. By writing, by mail and proving his identity, to: Camping HARMONY, chemin du Camping - 07350 CRUAS – <u>campingdecruas@gmail.com</u>

The Customer declares to have read these General Conditions of Sale and to have accepted them by ticking the box provided for this purpose before the implementation of the online Order procedure as well as the general conditions of use of the website https://www.campingdecruas.com/en/

For any Order by telephone, these General Conditions of Sale are sent to you by email (modification/cancellation free of charge possible within 24 hours after payment of the first payment).

These General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the website on the date of placing the Order.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site the services he wishes to Order, according to the following methods: the Customer himself selects the dates, the number of participants and the type of rental desired as well as the services. He validates the priced proposal by means of a payment by credit card.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors. The Order will only be considered final after the Customer has been sent confirmation of the acceptance of the Order by the Service Provider, by e-mail.

Any Order placed on the website https://www.campingdecruas.com/fr/ or by telephone on +33 (0)4 75 00 13 56 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.

For the rental of a camping pitch, only one installation (tent, caravan, motorhome) is authorized per pitch. The Service Provider reserves the right to cancel the stay in the event of a lack of information on the dimensions of the equipment requested when placing the Order. Any Order remains subject to validation according to the dimensions communicated.

For the rental of accommodation, the installation of a tent is not authorized on the plot.

Each Accommodation is intended for a specific number of adults, specified on the Website. Any person aged 13 and over is considered an adult. A baby is considered a whole person.

Unless otherwise stated on the Website, each Accommodation has a space for a car on the Campsite. For any additional parking space, the Customer will be liable for a parking tax from the Campsite.

The Customer's attention is already drawn to the fact that certain services are not necessarily open all year round (e.g. swimming pool). It is therefore up to the Customer, before booking, to find out about the accessibility of its services.

The Service Provider offers family-oriented stays, in the traditional sense. It reserves the right to refuse any reservation which would be contrary to this principle, or which would seek to divert it.

Minors must be accompanied by their parents or legal guardians.

The Service Provider reserves the right to cancel any validated Order in the presence of minors unaccompanied by their parents or legal guardians. The amounts paid will not be refunded.

The Service Provider cannot guarantee any particular request made when placing the Order.

The pitch number as well as the plan of the establishment will only be communicated to the Customer upon arrival. The pitch or accommodation numbers on the quotes are only apparent as an indication and are in no way definitive.

The plans and photos presented on our communication media are not contractual.

ARTICLE 3 – PRICE

The services offered by the Service Provider are provided at the rates in force on the website https://www.campingdecruas.com/fr/ or by telephone, when the order is registered by the Service Provider.

Prices are expressed in Euros and include VAT with a VAT rate of 10% applicable on the day they were determined. Any subsequent change in the applicable VAT rate, occurring between the time the rates were determined and the invoicing of the stay, will result in a corresponding change in the price including tax, which the Customer accepts without reservation.

These rates are firm and non-revisable during their period of validity, as indicated on the website <u>https://www.campingdecruas.com</u> or by telephone, the Service Provider reserving the right, outside this period of validity, to change prices at any time.

They do not include administration fees, which are invoiced in addition, under the conditions indicated on the website https://www.campingdecruas.com and calculated prior to placing the Order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice / reservation form is established by the Service Provider and given to the Customer when the services ordered are provided.

Prices include:

• The provision of the Accommodation(s) or the Location(s) concerned fully equipped in accordance with the description given on the Website;

- The location of a vehicle for each Accommodation (unless otherwise stated).
- Water and electricity;
- Reception and inventory;
- The services of the Campsite, with the exception of those with financial participation.

Prices do not include:

- The cancellation guarantee;
- Application fee ;
- Household chores ;
- Paid activities offered by the campsite (to be paid on site);
- The various taxes (tourist tax, ecotax, etc.): (to be paid on site), unless expressly stated otherwise in the offer;
- Any supplement for an animal (subject to acceptance by the Campsite);
- Deposits: depending on the campsites but notified on the vouchers provided before the stay;
- Sheets and household linen;
- WIFI (find out locally);
- Baby kit (bed, chair, bath, etc.);
- The guarantee of a specific location.
- And all other optional equipment
- Television

For all these elements, it is up to the Customer to make the request to the Campsite and to check directly with the latter the cost and feasibility. Camping HARMONY cannot be held responsible for all of these services not included in its offer.

For all day visitors, the Campsite may request the payment of a visitor tax. It is possible that a Campsite does not accept visitors or that the visitor tax does not necessarily grant access to all the Services of the Campsite.

When booking, the Customer has the obligation to communicate the first and last names of each person accommodated. The Customer must be one of the people hosted. For security and insurance reasons, exceeding the number of occupants mentioned by the Customer when booking is not permitted. As such, the Service Provider may refuse any person beyond the number of people mentioned when booking.

TOURIST TAX

The tourist tax, collected on behalf of the municipality / community of municipalities, 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 the Customer arrives on site. If the amount of the tax were to increase, the complement will then be requested from the Customer.

ARTICLE 4 - PAYMENT CONDITIONS

<u>4.1. DEPOSIT</u>

The Order becomes final upon receipt of the deposit and all the information requested, and after agreement by the Service Provider.

For the rental of a camping pitch, the Order will be accompanied by $100 \in$ as a deposit + administrative costs + cancellation insurance (optional). The balance of the stay must be paid no later than 30 days before arrival, under penalty of cancellation.

For the rental of accommodation, the Order must be accompanied by a payment corresponding to 30% of the total amount of the stay as a deposit + administrative costs + cancellation insurance (optional). The balance of the stay must be paid no later than 30 days before arrival, under penalty of cancellation.

They will be deducted from the amount of the fees but not reimbursed by the Service Provider (except in cases of force majeure and exceptional derogations provided for in paragraphs 6.3).

4.2. PAYMENTS

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

In the event of late payment and payment of sums due by the Customer beyond the time limit set above, and after the payment date appearing on the Order confirmation sent to the latter, late penalties calculated equal to 3 times the legal interest rate, i.e. 2.37% of the amount including tax of the price of the provision of the Services, will automatically and automatically be acquired by the Service Provider, without any formality or prior formal notice.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations.

4.4. MEANS OF PAYMENT

No additional costs, higher than the costs borne by the Service Provider for the use of a means of payment, may be invoiced to the Customer.

Payment can be made by credit card, bank check payable to the establishment (not accepted less than 30 days before arrival) or bank transfer (a bank details of the establishment will be sent to you on request at reservations department).

The Customer has the possibility of paying for his stay in several installments, free of charge, subject to the conditions of a first payment of the deposit on the Order and the payment of the balance at the latest one month before arrival.

ARTICLE 7 – STAY - PROVISION OF SERVICES

The possible rental periods are stipulated in each of the offers published on the Site.

5.1. PROVISION AND USE OF SERVICES

The accommodation can be occupied from 4.30 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The pitch can be occupied from 2 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure.

The accommodation and pitches are provided for a specific number of occupants for rental and can under no circumstances be occupied by a greater number of people, knowing that a baby counts for one person. If the number of people exceeds the maximum capacity of the accommodation, the Service Provider reserves the right to refuse access to the establishment and the sums paid will not be refunded.

Accommodation and pitches will be returned in the same state of cleanliness as on delivery.

Failing this, the tenant will have to pay a lump sum of €100 for cleaning.

Any damage to the accommodation or its accessories will result in immediate repairs at the expense of the tenant. The inventory statement at the end of the lease must be strictly identical to that at the start of the lease.

In the event that the Customer is unable to arrive at the times indicated on the voucher, he must imperatively contact the representative of Camping HARMONY before 12 noon, for possibly, subject to agreement by the latter, be allowed to arrive until 2 p.m. on the same day or the following morning. No arrival will be tolerated outside these hours.

No refund, even partial, will be granted by Camping HARMONY in the event of an arrival outside the authorized hours, after the reservation date or an early departure of the Customer.

It is the Customer's responsibility to make an inventory (inventory of equipment, state of equipment and state of cleanliness) of the Accommodation within 24 hours of his arrival. Any complaint must be presented to a representative of Camping HARMONY within 24 hours of arrival. He will do his best to fix it quickly. No complaints will be accepted subsequently. In the same way, any incident that occurs during the stay must be reported to the representative of Camping HARMONY who will do his best to remedy it. No complaint will be accepted after the stay in the event that the Customer has not informed the representative of Camping HARMONY during his stay and has not put him in a position to resolve the incident.

During their stay, holidaymakers are likely to be photographed within the campsite. Insofar as they do not wish it, they must notify this refusal in writing to the Companies concerned. Camping HARMONY cannot be held responsible for the activities and photographs taken within the enclosure of the campsite.

It may happen that certain activities and facilities offered by Camping HARMONY indicated in the description appearing on the site are deleted or modified, in particular for climatic reasons or in the event of force majeure, or do not operate before or after the season. Camping HARMONY cannot be held responsible for these modifications which would occur after the development and posting of our offers.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the tenant on the day the keys are handed over and returned to him on the day of the end of the rental, subject to any deduction of the costs of repairs.

For pitch rentals, a security deposit of €100 is required from the tenant on the day the pitch is handed over and returned to him on the day of the end of the rental, subject to any deduction of the costs of restoration.

An inventory sheet will be given to you on arrival; this must be reported to reception within 24 hours. For departures, we ask for a careful reading of the instructions displayed in the rental and to respect them. The Service Provider checks each accommodation.

The deposits are returned to you within 8 days.

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).

The manager reserves the right to dispose of the rental if there is no news 24 hours after the scheduled date.

6.1. MODIFICATION

In the event of modification of the dates or the type of accommodation, the Service Provider will endeavor to accept, within the limit of a single request per stay over the current season and the same establishment, the request within the limits of availability.

No Order modification whatsoever will be granted within 30 days of arrival. No refund of the sums paid will be possible, regardless of the request for modification made. The following change fees will apply:

- 15€ for any file lower than 350 €,
- €30 for any file between €351 and €650,
- €50 for any file between €651 and €1,799,
- €80 for any file greater than or equal to €1,800.

Any change in the number of people that may lead to a variation in the amount of the fee, more or less, must be specified on arrival (tourist tax). In the event of inaccurate declaration by the lessee, this contract will be terminated automatically and the sums paid will remain acquired

by the Service Provider. It is possible, subject to acceptance, to change the name of a participant during the stay. Each change will be charged 20 €/person.

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

A premature departure will not give rise to any refund from the latter.

6.3. CANCELATION

In the event of cancellation of the reservation by the Customer after its acceptance by the Service Provider, for any reason whatsoever except force majeure, the following conditions will apply:

• cancellation more than 30 days before arrival: 30% of costs as compensation for termination corresponding to the deposit paid for rental accommodation or \in 100 of costs corresponding to the deposit paid for rental of camping pitches,

• cancellation within 30 days of arrival: 100% of costs as compensation for termination.

In all cases of cancellation, the administrative costs, as well as the amount of the cancellation insurance subscribed (article 3) will remain acquired by the Service Provider.

By way of derogation from the foregoing, in the event that the Customer is forced to cancel the entire stay due to government measures that do not allow participants to travel (local confinement, travel ban), even though the site of campsite is able to fulfill its obligation and accommodate them, the Service Provider will issue a credit note corresponding to the sums paid by the Customer, minus the administrative costs and the amount of the cancellation insurance taken out (article 3) which will remain acquired to the Provider.

This non-refundable and non-transferable credit will be valid for 12 months.

ARTICLE 7 - CLIENT RESPONSIBILITY

7.1. PUBLIC LIABILITY

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.

7.2. ANIMALS

Pets are accepted, under the responsibility of their masters, for a fee of €3/night and €35/week and must be declared when booking. The vaccination record will be presented on site.

Animals must not be left alone in the Accommodation and must be kept on a leash in the Campsite.

1st and 2nd category dogs, within the meaning of article L 211-12 of the rural and maritime fishing code, are prohibited.

7.3. INTERNAL RULES

Rules of procedure are displayed at the entrance to the establishment and at the reception. The Customer is required to read and respect it.

In the event of non-compliance with the internal regulations, the Service Provider reserves the right to terminate the contract after a notice period of 24 hours.

The sums paid will remain acquired by the Service Provider.

The Customer undertakes to respect and to ensure that the occupants of the Accommodation respect the internal regulations of the Campsite on which the Accommodation is located. The internal regulations of the Campsite are made available to the Customer upon arrival.

Already, the Customer is informed that:

• for reasons of hygiene, access to the swimming pool is reserved for people dressed in bathing suits, excluding any other outfit, including Bermuda shorts, swim shorts and water clothes. Clothing deemed indecent is also prohibited. Lifeguards have full power to expel offenders.

• electric barbecues and electric planchas are authorized. Open fires (wood, coal, etc.) are strictly prohibited. Stoves should be kept in good working order and not used in hazardous conditions. In the event of a fire, immediately notify management. Fire extinguishers can be used if necessary. A first aid kit is located at the reception desk.

In the event of non-compliance with the internal regulations, or these General and Special Conditions, and/or an attitude contrary to the calm and serenity of the Campsite by a Customer and/or by the occupants of the Accommodation concerned, the Service Provider may expel the person(s) in question from the Campsite, without the right to compensation or reimbursement of the stay.

The use of sound devices must not be perceived beyond the perimeter of each location. From 10:30 p.m., everyone must respect their neighbors' right to rest

Vehicle traffic is limited to 10 km/h and is prohibited in the campsite between 11 p.m. and 7 a.m. Anyone present on the campsite must behave as a good family parent.

To preserve the calm of the campsite, your friends can only visit you on foot from 9:30 a.m. to 9:30 p.m. Visitors must present themselves at the reception in order to deposit an identity document and pay the current price. They will thus have access to the outdoor car park located in front of the campsite.

The aquatic area is strictly reserved for campsite customers. Minor children must be accompanied by an adult within the enclosure of the aquatic area. The shower is mandatory. People who do not respect the instructions will be expelled from the swimming pool, the campsite if they refuse to comply with the hygiene rules.

ARTICLE 8 - RESPONSIBILITY OF THE PROVIDER - WARRANTY

In accordance with the legislation in force, the responsibility of Camping HARMONY cannot be engaged in the event of loss, theft or damage to personal effects in the Campsite, car parks or premises for collective use (local bicycles, toilets, etc.) 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 execution of the Services ordered.

In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 24 hours from the provision of the Services.

The Service Provider will reimburse or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible and at the latest within 7 days 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 the reimbursement of the Services actually paid for by the Client and the Service Provider cannot be considered responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law.

The Services provided via the Service Provider's website <u>https://www.campingdecruas.com</u> comply with the regulations in force in France.

ARTICLE 9 - NO RIGHT OF WITHDRAWAL

The rules of distance selling (Consumer Code) provide in particular for a withdrawal period of 14 days for exchange or refund.

This right of withdrawal provided for by the Consumer Code during distance selling is not applicable to tourist services.

Article L.121-21-8-12° of the Consumer Code specifies that the right of withdrawal does not apply to contracts "for the provision of accommodation services, other than residential accommodation, transportation of goods, car rentals, catering or leisure activities which must be provided on a specific date or period".

The Customer having reserved and/or ordered remotely (by telephone or via the Internet) a service from Camping HARMONY, therefore does not benefit from the 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 selling.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider implements processing of personal data whose legal basis is:

>Or the legitimate interest pursued by the Service Provider when pursuing 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,

>Or 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 plus 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.

Prospect data is kept for a period of 3 years if no participation or registration in the Service Provider's events has taken place. 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 persons 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: <u>campingdecruas@gmail.com</u>

• by post to the following address: Camping HARMONY, chemin du Camping - 07350 CRUAS, accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website <u>https://www.campingdecruas.com</u> is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction 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 compensation.

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 – FORCE MAJEURE

In the event of the occurrence of one of the following cases of force majeure and without limitation: fire, hail, thunderstorms, storms, strikes, terrorism, pandemic, after the publication of the offer on the Site, the Service Provider cannot be held responsible.

The occurrence of a case of force majeure, unforeseeable external and irresistible does not entitle you to any compensation with the exception of the guarantees offered by the insurances which could find to apply.

ARTICLE 14 – DISPUTES

In the event of a dispute during your stay, the Customer must contact the reception of the establishment within 24 hours. He may send a letter to Camping HARMONY, chemin du Camping - 07350 CRUAS, or an email to <u>campingdecruas@gmail.com</u>, within 15 days of the end of his stay (after this period, the request will not be considered).

No post-stay complaint will be taken into account if the facts have not been declared to the reception of the establishment during the stay. The Service Provider undertakes to provide an answer within one month of receipt of the request.

All disputes to which the purchase and sale transactions concluded in application of these General 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 be resolved between the Service Provider and the Customer will be submitted to the competent courts under the conditions of common law.

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

In particular, he may have recourse to the following Consumer Mediator free of charge: MEDICYS, to which we report electronically: https://app.medicys.fr or by post: MEDICYS, 73 Boulevard de Clichy, 75009 Paris.

ARTICLE 15 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having had communication, prior to placing his Order, in a readable 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 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 conventional mediation in the event of a dispute,
- information relating to the terms of termination and other important contractual conditions.

The fact for a natural person (or legal entity), to Order on the website https://www.campingdecruas.com/fr/ or by telephone on +33 (0)4 75 00 13 56, implies full and complete acceptance and of these General Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to avail himself of any contradictory document, which would be unenforceable against the Service Provider.

ARTICLE 16 - GENERAL PROVISIONS

In the event that one of the clauses of these general conditions of sale would be null and void by a change in legislation, regulation or following a court decision, the other clauses of the contract not affected would remain in force and fully applicable.

These General Conditions as well as the booking summary sent to the Customer form a contractual whole and constitute the entirety of the contractual relations between the parties.

Any reservation is strictly personal to the Customer who has made it, so that the rights and obligations resulting from the contract cannot be transferred in any form or for any reason whatsoever to third parties by the Customer, without the prior authorization and written from Camping HARMONY de CRUAS.

REMINDER OF LEGAL PROVISIONS

In accordance with Articles L211-8 and L211-18 of the Tourism Code, the provisions of Articles R211-5 to R211-13 of the Tourism Code, the text of which is reproduced below, are not applicable for reservation or sale of transport tickets that are not part of a tourist package.

The CRUAS HARMONY Camping brochure, quote, proposal and program constitute the prior information referred to in article R211-7 of the Tourism Code. Therefore, in the absence of provisions to the contrary, the characteristics, special conditions and prices as indicated on the website and other commercial media, will be contractual upon acceptance of the conditions of sale. The display of the details of the services constitutes, before its acceptance by the Customer, the prior information, referred to in article R211-7 of the Tourism Code. In the event of assignment of the contract, the assignor and/or the assignee are required to pay the resulting costs beforehand. When these costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents will be provided.

Extract from the Tourism Code:

Article R211-3:

"Any offer and sale of the services mentioned in Article L. 211-1 give rise to the delivery of appropriate documents that meet the rules defined by this section"

Article R211-3-1:

"The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. They can be done electronically. The name or business name and address of the organizer or retailer are mentioned as well as the indication of its registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of article R. 211-2".

Article R211-4:

"Prior to the conclusion of the contract, the organizer or the retailer must communicate to the traveler the following information:

1° The main characteristics of the travel services:

a) The destination or destinations, the itinerary and the periods of stay, with the dates and, when accommodation is included, the number of nights included;

b) Means, characteristics and categories of transport, places, dates and times of departure and return, duration and place of stopovers and connections. When the exact time has not yet been fixed, the organizer or the retailer informs the traveler of the approximate time of departure and return;

c) The location, the main characteristics and, if applicable, the tourist category of the accommodation under the rules of the country of destination;

d) Meals provided;

e) Visits, excursions or other services included in the total price agreed for the contract;

f) Where it is not apparent from the context, whether any travel services will be provided to the traveler as part of a group and, if so, if possible, the approximate size of the group;

g) Where the benefit of other tourism services provided to the traveler relies on effective verbal communication, the language in which such services will be provided;

h) Information on whether the holiday trip or stay is generally suitable for people with reduced mobility and, at the request of the traveler, specific information on the suitability of the trip or vacation stay to the needs of the traveler;

2° The corporate name and geographical address of the organizer and the retailer, as well as their telephone and, if applicable, electronic contact details;

3° The total price including taxes and, if applicable, all fees, charges or other additional costs, or, when these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of costs additional costs that the traveler may still have to bear;

4° The terms of payment, including the amount or percentage of the price to be paid as a deposit and the timetable for the payment of the balance, or the financial guarantees to be paid or provided by the traveller;

5° The minimum number of people required to carry out the trip or stay and the deadline mentioned in III of Article L. 211-14 preceding the start of the trip or stay for a possible termination of the contract in the event that this number would not be reached;

6° General information concerning the conditions applicable to passports and visas, including the approximate duration for obtaining visas, as well as information on the health formalities of the country of destination;

7° A statement indicating that the traveler may terminate the contract at any time before the start of the trip or stay, subject to the payment of appropriate resolution costs or, where applicable, standard resolution costs claimed by the organizer or the retailer, in accordance with I of Article L. 211-14;

8° Information on compulsory or optional insurance covering the cost of rescission of the contract by the traveler or on the cost of assistance, covering 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 organizer or retailer and the professional to whom the data is transmitted ensure that each of them provides, before the traveler 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 attention of the traveler is set by joint order of the minister responsible for tourism and the minister responsible for the economy and finance. This decree specifies the minimum information to be brought to the attention of the traveler when the contract is concluded by telephone".

Article R 211-5:

"The information mentioned in 1°, 3°, 4°, 5° and 7° of article R. 211-4 communicated to the traveler forms part of the contract and can only be modified under the conditions defined in article L 211-9".

Article R211-6:

"The contract must include, in addition to the information defined in Article R. 211-4, the following information:

1° The specific requirements of the traveler that the organizer or the retailer has accepted;

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

3° The name of the entity in charge of the protection against insolvency and its contact details, including its geographical address;

4° The name, address, telephone number, e-mail address and, where applicable, fax number of the local representative of the organizer or the retailer, of a point of contact or of another service through which the traveler can quickly contact the organizer or retailer and communicate with him in an efficient manner, request assistance if the traveler is in difficulty or complain about any non-compliance observed during the execution of the trip or stay;

5° A statement indicating that the traveler is required to communicate any non-compliance that he observes during the execution of the trip or stay in accordance with II of Article L. 211-16;

6° When minors, unaccompanied by a parent or other authorized 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 place residence of the minor;

7° Information on the internal complaint handling procedures available and on the out-of-court dispute resolution mechanisms and, if applicable, on the entity to which the professional belongs and on the online dispute resolution platform provided 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 traveler 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 is transmitted informs the organizer or the retailer of the conclusion of the contract giving rise to the creation of a package. The professional provides him with the information necessary to enable him to fulfill his obligations as an organizer. As soon as the organizer or the retailer is informed of the creation of a package, he provides the traveller, on a durable medium, with the information mentioned in 1° to 8°".

Article R211-7:

"The traveler may assign his contract to a transferee who fulfills the same conditions as him to carry out the trip or the stay, as long as this contract has not produced any effect.

Unless stipulated more favorably to the transferor, the latter is required to inform the organizer or the retailer of his decision by any means allowing him to obtain an acknowledgment of receipt no later than seven days before the start of the trip. This transfer is not subject, under any circumstances, to the prior authorization of the organizer or the retailer".

Article R211-8:

"When the contract includes an express possibility of price revision, within the limits provided for in Article L. 211-12, it mentions the precise methods of calculating, both upwards and downwards, price variations, in particular the amount of transport costs and related taxes, the currency or currencies which may have an impact on the price of the trip or stay, the part of the price to which the variation applies, as well as the price of the currencies used as a reference when establishing the price appearing in the contract.

In the event of a price reduction, the organizer or retailer has the right to deduct its actual administrative expenses from the reimbursement due to the traveller. At the request of the traveller, the organizer or the retailer provides proof of these administrative expenses".

Article R211-9:

"When, before the traveller's departure, the organizer or the retailer is forced to make a modification to one of the essential elements of the contract, if it cannot meet the specific requirements mentioned in 1° of the article R. 211-6, or in the event of a price increase of more than 8%, it informs the traveler as soon as possible, in a clear, understandable and visible manner, on a durable medium:

1° Proposed changes and, if applicable, their impact on the price of the trip or stay;

2° The reasonable period within which the traveler must inform the organizer or the retailer of the decision he has taken;

3° The consequences of the traveler's failure to reply within the set deadline;

4° If applicable, the other service offered, as well as its price.

When changes to the contract or the replacement service lead to a reduction in the quality of the trip or stay or its cost, the traveler is entitled to an appropriate price reduction.

If the contract is terminated and the traveler does not accept any other service, the organizer or the retailer shall reimburse all payments made by the traveler or on his behalf as soon as possible and in any case no later than fourteen days after termination of the contract, without prejudice to compensation pursuant to Article L. 211-17".

Article R211-10:

"The organizer or the retailer makes the reimbursements required under II and III of Article L. 211-14 or, under I of Article L. 211-14, reimburses all payments made by the traveler or on its behalf minus the appropriate resolution costs. These reimbursements for the benefit of the traveler are made as soon as possible and in any event within fourteen days at the latest after the termination of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveler is likely to receive is at least equal to the penalty that he would have incurred if the cancellation had taken place on his part at this time. date ".

Article R211-11:

"The aid owed by the organizer or the retailer pursuant to Article L. 211-17-1 consists in particular of:

1° To provide useful information on health services, local authorities and consular assistance;

2° To help the traveler make long-distance communications and find other travel services.

The organizer or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveler or by his negligence. The price invoiced does not in any case exceed the actual costs borne by the organizer or the retailer.