

Sales Terms and Conditions

Between the undersigned:

The company Camping L'Ardéchois, SARL with a capital of 110.000 Euro, registered in the Aubenas Trade and Companies Register under number 330 940 933, whose head office is located : 934 Route des Groges

– 07150 Vallon Pont d'Arc – France, represented by Richard Chalvet 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: <http://www.ardechois-camping.com/>.

Reservation platform (hereby “the Reservation platform”): The online reservation platform operated by the campsite and accessible at the following address: <https://premium.secureholiday.net/en/5243/>.

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. Pitches

Pitches are available for hire and allow the temporary installation of a tent, caravan or motorhome. The stay is calculated from a basic package including one (1) bare pitch of 100 m² to 200 m² depending on the formula chosen for tent or caravan, access for 2 persons included (maximum 6 persons, adults and children, above 2 persons, persons are counted as 'extra'), access to one (1) motorized vehicle, access to reception facilities, washrooms, free services and entertainment available on the campsite.

Additional costs such as: additional person, additional vehicle, equipment, paid services, etc., as well as the tourist tax valid for anyone over the age of 18, and the eco participation valid for anyone staying at the campsite, are not included in the package and will be added to it.

3.1.1. Classic pitches

Classic pitches include approximately 100 m² of surface area, accessibility for people with reduced mobility, as well as access to toilet blocks. The 6 Ampère electricity connection is included.

3.1.2. Grand Confort pitches

The Grand Confort pitches include approximately 140 m² of space, accessibility for people with reduced mobility, as well as access to toilet blocks. Connection to 10 Ampère electricity, connection to drink water and mains drainage are included.

3.1.3. Leading Premium pitches

Leading Premium pitches include approximately 150 m² of surface area, accessibility for people with reduced mobility, as well as access to toilet blocks. The 10 Ampère electricity connection, the drinking water and sewer connection are included. The pitches also include support services such as a hammock, a refrigerator, a garden set and coins for the operation of self-service dishwashers on the campsite.

3.1.4. Leading Premium XXL pitches

Leading Premium XXL pitches include approximately 200 m² of space, accessibility for people with reduced mobility, as well as access to toilet blocks. The 10 Ampère electricity connection, the drinking water and sewer connection are included. The pitches also include support services such as a hammock, a refrigerator, a garden set and coins for the operation of self-service dishwashers on the campsite.

3.1.5. Leading Premium Plus pitches

The Leading Premium Plus pitches include approximately 140 m² of space with a particular positioning at the river side of the Ardèche, accessibility for people with reduced mobility, as well as access to sanitary blocks. The 10 Ampère electricity connection, the drinking water and sewer connection are included. The pitches also include support services such as a hammock, a refrigerator, a garden set and coins for the operation of self-service dishwashers at the campsite.

3.1.6. Leading Premium Plus XL pitches

The Leading Premium Plus XL pitches include approximately 150 m² of space with a particular positioning on the edge of the Ardèche river, accessibility for people with reduced mobility, as well as access to sanitary blocks. The 10 Ampère electricity connection, the drinking water and sewer connection are included. The pitches also include support services such as a hammock, a refrigerator, a garden set and coins for the operation of self-service dishwashers at the campsite.

3.1.7. Rental and availability

Bare pitches are available for rental per night. The bare pitches are ready for the client from 3 p.m. on the day of arrival, and must be left at 12 p.m. at the last on the day of departure. For any departure after 12 p.m., an additional night will be due. An extension of the rental can be done at the reception of the campsite depending on availability.

The wishes to allocate a specific location can only be satisfied based on availability and reception possibilities on arrival of the client. No reservations will be made for a specific location number.

Reservations are 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.

3.2. Rental accommodation

Rental accommodation concerns the rental of mobile homes. 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 the eco participation valid for anyone staying at the campsite, are not included in the price and will be added to it.

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

3.2.1. Rental and availability

Rental accommodations are available for rental for a minimum of nights 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 are 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.

All rental accommodations are non-smoking.

3.2.2. Restitution, inventory of departure

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.

3.2.3. Abnormal use 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.

Article 4 - Price

The prices presented on the site and on the booking platform are 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 right to change prices at any time without notice. The telecommunication costs necessary to access the site and the booking platform are for the customer.

Prices exclude:

- Food and drink for the participants of the stay
- Supplements rented on site (meals, sheets, linens, baby equipment, services etc.)
- Access to certain structures and sports and leisure activities
- Cancellation / interruption of stay insurance
- Administration fee
- Tourist taxes
- Eco participation

Article 5 - 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
- After receiving confirmation from the campsite stipulating the dates and category of pitch/accommodation.

In addition, the campsite reserves the right to accept or refuse a reservation depending on availability. To refuse access to customers 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 indicated when booked. To refuse the granting of a reduction in the event of the absence of the client or any person participating in the stay, for one or more nights, delayed arrival or early departure.

5.1. Terms of Payment

All reservations made by the client must be made in writing and accompanied by:

For pitches:

- In the off-season: validation of the booking platform, and a deposit of one hundred (100) euros from subsistence costs (including forty (40) euros non-refundable administration fees in the event of cancellation) in the event of a reservation on the reservation platform.
- In the off-season: the signed reservation contract, and a deposit of one hundred (100) euros from subsistence costs (including forty (40) euros non-refundable administration fees in the event of cancellation) in the event of a reservation by e-mail or at the reception of the campsite.
- In high season: validation of the booking platform, a deposit of one hundred (100) euros for advance fee, and forty (40) euros of administration fees in case of reservation of the reservation platform.
- In high season: the signed reservation contract, a deposit of one hundred (100) euros of the advance costs, and forty (40) euros administration fees in the event of a reservation by e-mail or at the reception on the campsite.

For rental accommodation:

- In the off-season: validation of the booking platform, and a deposit of 30% of the cost of the stay in case of reservation on the reservation platform.
- In the off-season: the signed reservation contract, and a deposit of 30% of the cost of stay in case of a reservation by mail or at the reception of the campsite.
- In high season: validation of the booking platform, a deposit of 30% of the costs of stay, and forty (40) euros booking fees in case of reservation on the reservation platform.
- In high season: The signed reservation contract, a deposit of 30% of the costs of stay, and forty (40) euros of administration costs in case of a reservation by e-mail or at the reception of the campsite.
- The fee for cancellation / interruption insurance if this is chosen with Campezcouvert.

This reservation had contractual value only upon receipt by the customer of a written reservation confirmation issued by the campsite:

- By e-mail in case of a reservation on the reservation platform
- Through the reservation contract in the event of a reservation by e-mail or at the campsite reception

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.

5.1.1. Accepted methods of payment

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

- Bank check
- Transfer
- Bank card
- Cash

5.1.2. Last minute booking

Any reservation made within thirty (30) days before the arrival date must be paid in full and by credit card only.

5.1.3. 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.

5.1.4. No-show on the campsite

In the event that 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.

5.1.5. 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 as long as 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 6 - Cancellation

6.1. Cancellation made by the client

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 forty (40) euros paid during any reservation remain independent of any deposit and are never reimbursed.

In case of cancellation of a pitch:

- More than 90 days before the arrival date: the deposit minus the administration fee of 40€ and minus any bank charges will be refunded to the customer after receipt of a justification.
- Less the 90 days before the arrival date: the deposit remains acquired to the campsite

In case of cancellation of rental accommodation in the absence of any subscription to cancellation / interruption of stay insurance:

- More than 90 days before the arrival date: the deposit remains acquired at the campsite
- Less than 90 days before the arrival date: the balance of the stay is due at the campsite
- Less than 30 days before the arrival date: the entire stay remains acquired at the campsite

6.2. Cancellation due to the 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 have paid. This cancellation cannot however give rise to any compensation or payment of damages on the part of the campsite.

6.3. Cancellation / interruption insurance

As a precautionary measure and in order 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). The customer can also take out a cancellation / interruption insurance with the insurance company of his choice after validation and

confirmation of the reservation.

Article 7 – Security deposit, inventory

For rental accommodation, a security deposit of 200 euro to 300 euro depending on the type and category of accommodation is requested upon entry into the rental in order to compensate for any deterioration, degradation; breakage, disappearance or any other use. As well as abnormal use of water, electricity, gas, furniture or equipment.

An inventory is established for each rental. This inventory is the only reference in the event of a dispute concerning the inventory. In the event of unsatisfactory cleaning of the premises, the customer is required to inform the reception so that the campsite itself cleans the rented accommodation. The customer may in no case claim any compensation or leave the accommodation dirty on the day of departure.

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 one hundred and five (105) euro will be retained from the security deposit for the restoration of the rental.

The retention of the security deposit does not exclude additional compensation in the event that 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.

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 - Visitors

All visitors are placed under the responsibility of the campsite customer who receives them. Each visitor must be declared to the reception of the campsite before arrival and must pay the fee in force. This fee only gives visitors the right of access within the campsite and does not allow access to the services and / or facilities of the campsite. The arrival of one or more visitors must not exceed the maximum capacity of the pitch or the rental accommodation.

Article 10 - Animals

Pets are accepted at the campsite only on the pitches, they are prohibited in the rental Accommodation.

However, only one (1) domestic animal weighing less than fifteen (15) kg will be authorized per pitch. 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.

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 on the pitch and / or vehicles.

Article 11 – Responsibilities and Assurance

It is up to the customer to be insured, the customer must be covered by public liability insurance in order 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.

11.1. 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.

For ecological and hygiene reasons, shorts are prohibited in the swimming pool. Only tight swim suits are allowed.

Article 12 – 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 in order to ensure the well-being and respect of all of 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 13 - 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 14 - Complaints

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 L'Ardéchois – Route des Gorges – 07150 Vallon Pont d'Arc – France. Any complaint occurring after the seven (7) days period will be automatically rejected.

Article 15 – Mediation of consumer disputes

In accordance with the provisions of the Consumer Code concerning « the process of mediation of consumer disputes », the customer has the right to have free use of the mediation service offered by the campsite. The “consumer law” mediator thus proposed is **Médiation Solution**. This mediation device can be reached by:

- Website: <https://www.sasmediationsolution-conso.fr>
- Or by post: **SAS Médiation Solution**
222 chemin de la bergerie 01800 SAINT JEAN DE NIOST

Article 16 - 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 17 - 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 18 – 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 19 - 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 und 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: <http://www.ardechois-camping.com/politique-confidentialite.aspx>

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.