

TERMS AND CONDITIONS OF SALE

(reservations and cancellation)

Foreword - Scope of the Terms and Conditions of Sale

- The term "the Campsite" used in this document refers to Camping LA VIEILLE FERME SAS, located at 296 Bd des Groules – 06270 Villeneuve Loubet (France); SIRET no.: 389 521 030 000 12; Corporate and Trade Register number: B 389 521 030.

- These Terms and Conditions govern by right all sales of holidays made on the www.vieilleferme.com website or made manually (by post or on site). They are an integral part of any contract entered into between the Campsite and its customers. Customers acknowledge that they have acquainted themselves with these Terms and Conditions before booking a holiday, for themselves and for anyone else participating in the holiday.

- In accordance with current law, these Terms and Conditions are made available to any customer for informational purposes prior to entering into any holiday sales contract. They can also be obtained on the website or upon simple written request addressed to the Campsite.

ARTICLE 1 – BOOKING CONDITIONS

BOOKING RESERVATION :

- From 01/12 to 30/06 and from 01/09 to 30/11 :

- Rental unit : dates to be arranged. Length of stay : 3 nights minimum.
- Camping site : Dates to be arranged. Length of stay : 3 nights minimum.

- July - August :

- Rental unit : by the week : sat. - sat. only
- Camping site : Length of stay : 1 week minimum, from sat. - sat. only.

WRISTBANDS must be worn during your stay.

• The booking takes effect only with the consent of La Vieille Ferme Campsite, after all of the required deposit (or the full amount for the stay, as the case may be) has been received, and after receipt of the booking contract, duly completed and signed (hardcopy booking), or after acceptance of the Terms and Conditions of Sale for online bookings.

• Bookings are not binding on La Vieille Ferme until the latter has accepted them, which it is free to do or to reject, subject to availability, and, in general, all circumstances that might impede execution of the booking made. La Vieille Ferme offers family-style holidays, in the traditional sense of that term; its accommodations are specifically designed for that purpose. La Vieille Ferme reserves the right to reject any booking that conflicts with this principle or is intended to bypass it.

• The booking of a campsite or a rental is strictly personal. You may in no case sublet or assign your booking without the prior consent of the Campsite. All accompanying persons must be registered on the booking application form. The Campsite reserves the right to refuse access to groups or families arriving with a number of participants exceeding the designated capacity of the rented accommodations.

Minors must be accompanied by their parents or legal guardians.

1.1 - Group bookings:

• Any booking for accommodations for more than two people by the same individual or by different individuals who know each other and are travelling together for the same reasons on the same booking dates is considered a group booking.

• The accommodations featured on the La Vieille Ferme website are intended exclusively for individual guests.

• To apply for a group booking, you must contact La Vieille Ferme by telephone or email. The Campsite reserves the right to review the booking application before accepting or rejecting it.

1.2 - Rates and Tourist Tax:

• The prices indicated are valid for the current year. They correspond to one night or one week, according to the package, and are in Euros, VAT included.

• If the booking is for a holiday for a subsequent year, the rate posted on the booking will be that for the year under way, but the applicable rate will be that in effect at the time of the holiday. Customers will be informed as soon as the new rate appears and may cancel their booking without charge within a period of seven days from the date on which the new rate is sent.

• The amount of the tourist tax is owed per adult (over age 18) and per night. The indicated rate may change in the event of a decision by the municipal government during the year (very rare). Guests' attention is drawn to the fact that the tax is not included in the price of the holiday as it is indicated on the website.

1.3 - Terms of Payment:

1.3.1 – Deposit amount

• A deposit of 25% of the amount of the booked services must be paid.

1.3.2 – Payment deadline

• The deadline for payment of the deposit is seven days after the booking is confirmed by the Campsite.

If you have used online booking and paid by credit card, the Campsite will deduct the deposit when it sends you confirmation.

• In the event of a very early booking (more than three months in advance) or a very long one (stay lasting more than one month), this period may be extended and/or the payment made in instalments, with the express authorisation of the Campsite.

• When paying by post or by bank transfer, and the payment deadline is near, guests must notify the Campsite by telephone or by e-mail to facilitate the booking procedure. • "Last Minute" exception (booking less than 10 days prior to arrival): the deposit payment deadline is changed to 0 days after confirmation of the booking by the Campsite.

1.3.3 – Form of Payment

• The following forms of payment are authorised under all circumstances: Credit Card (Carte Bleue, Visa, MasterCard, Maestro), payment in cash on site.

Payment by bank transfer: The transaction must be made to the following account:

Payee: SARL LES GROULES / CAMPING LA VIEILLE FERME

IBAN : FR76 3047 8000 4606 3077 1900 170

Via : MONTE PASCHI BANQUE - ANTIBES

BIC/SWIFT : MONTFRPPXXX

IMPORTANT: Description/Sender: Indicate the name used to make the booking and the guest number.

1.3.4 – Balance of the holiday on arrival.

• Guests must pay the balance of their booked holiday on the day they arrive.

1.4 - NO RIGHT OF WITHDRAWAL:

Legal provisions relating to the right of withdrawal in the case of distance sales as established by the Consumer Code are not applicable to tourist services (article L.121-20-4 of the Consumer Code).

Guests have no right of withdrawal for any order for a holiday at the Campsite.

ARTICLE 2 - CANCELLATION AND CHANGES

2.1 - Changing your booking

Prior to the arrival date, guests may request changes to their holiday (dates and/or type of accommodation and/or number of optional supplements) by written request to the Campsite (post or e-mail) within the limits of availability and possibility. If the change is not confirmed by the Campsite, guests must complete their stay under the initial booking conditions or cancel it according to the conditions of cancellation indicated below.

• Any request for an extension of your stay will be treated according to availability and current rates.

• Any request for a reduction in the length of your stay is considered a partial cancellation. This part of the holiday will be subject to the following conditions of cancellation. Any special offers and discounts dependent on the length of the stay will also be changed for the remaining period.

2.2 - Unused services:

• Any interruption or shortening of your stay (late arrival, early departure) for which you are responsible will not be reimbursed.

Arrival and departure times: see articles 3.1 and 3.3.

• Optional supplements (number of adults, children, electrical connections, bed linen rental, etc.) will be deducted from the amount of the stay according to the actual need reported upon arrival at the establishment.

2.3 - Cancellation by La Vieille Ferme Campsite:

In the event of cancellation by the Campsite, the cost of your holiday will be reimbursed in full in the amounts collected by the Campsite, except in cases of force majeure as defined by law (unforeseeable and irresistible outside event). This cancellation shall not give rise to the payment of damages and interest.

2.4 – Cancellation by the Camper: (at the Camper's request or automatically in the event these terms and conditions are breached)

• Legally, payment of a deposit binds the guest to pay the full amount of the service. However, La Vieille Ferme Campsite seeks to establish more flexible conditions and waives part of the amount owed legally except for the cancellation fees indicated below.

• **For RENTAL ACCOMMODATIONS:**

A/ Cancellation 30 days (or more) prior to the arrival date: Cancellation fee = €56.

B/ Cancellation less than 30 days prior to the arrival date: the full amount of the deposit paid upon booking will be kept by the Campsite.

• **For CAMPING SITE holidays:**

A/ Cancellation 30 days (or more) prior to the arrival date: Cancellation fee: €28.

B/ Cancellation less than 30 days prior to the arrival date : Cancellation fee: the deposit paid upon booking will then be kept in full by the Campsite.

• **Accepted cases of force majeure:**

Death or hospitalisation for a serious illness or injury (i.e., any alteration in health or any bodily injury diagnosed by a physician and requiring the cessation of all activity) of the persons participating in the holiday (so long as they are clearly identified in the booking request or in the contract).

• **Reimbursement:** Beyond the designated cancellation fees, any overpayments received by the Campsite will be reimbursed by cheque or credit card within four weeks from the guest's cancellation date .

• **IMPORTANT: Insurance cancellation:**

La Vieille Ferme Campsite does not offer any "cancellation guarantee" that would insure full reimbursement of all amounts paid.

• **What to do in the event of cancellation?**

==> Inform the Campsite immediately by telephone, fax or email.

==> Within 24 hours: Confirm your cancellation by sending the Campsite a registered letter with acknowledgement of receipt. Write your name, guest number, contact information, holiday dates, camping site or rental number and the reason for your cancellation. Date and sign it.

==> Within 5 days: Send the Campsite photocopies of the supporting documents needed to establish your rights.

Essential supporting documents (photocopies): medical certificate specifying hospitalisation (or admission to a similar establishment); work absence certificate; attestation of hospitalisation; death certificate; ... You may be asked for additional supporting documents.

ARTICLE 3 – YOUR HOLIDAY

3.1 – Upon arrival

• **Check-in time:**

- For camping sites: The booking is valid for check-in on the specified day between the hours of 2:00 and 7:00 p.m.

- For rental accommodations: The booking is valid for check-in on the specified day between the hours of 4:00 and 7:00 p.m.

Beyond that time, the check-in time is before 4:00 p.m. on the day following the date indicated in the rental contract. La Vieille Ferme may dispose of the rental or camping site and the booking will be considered null and void: the conditions of cancellation (article 2.4) are then applicable.

Additional time may be granted on an exceptional basis if the request is received before the 7:00 p.m. deadline.

• **Holiday balance:**

The unpaid balance of your holiday must be paid at the reception desk when you check in. The Campsite will check the actual services and add any supplements. The amount of tourist tax will also be paid upon arrival.

• **Security deposit:**

You will be asked to pay a security deposit when you arrive (Cabin rental: €200 + €80 Camping site: €0 (unless equipment is loaned)). The security deposit is kept until your departure to cover any amounts owed, the condition of the equipment made available, and the cleanliness of the rental or camping site. You are responsible for upkeep during your stay. The Campsite reserves the right to charge cleaning fees if you fail to keep your rental or camping site clean.

Withholding the security deposit does not exclude additional compensation in the event that the fees are greater than the amount of the deposit. Return of security deposit: see article 3.3.

3.2 – During your stay:

• **Campsite Rules:**

With or without booking, the mere fact of staying at our facility constitutes your acceptance of the Campsite Rules.

These Rules are on file with the prefecture, posted at our reception desk, and a copy will be given to you upon request.

• **Pets (Campsite Rules except):**

Pets are allowed at the Campsite (outdoor areas only) and inside rentals.

Restrictive conditions:

- All category 1 and 2 dogs are prohibited.

- Pets must always be kept on a leash, have an up-to-date vaccination certificate, and wear a collar with the owner's name. They must never be left alone at the Campsite, even if inside a vehicle, camping car, caravan or cabin. Waste must be picked up immediately by the owner.

• **Responsibilities (Campsite Rules except):**

- Guests are responsible for guarding their personal effects (bicycles, etc.) and their rental or camping site: civil liability insurance is mandatory (FFCC, ANWB, ADAC, etc.). The Campsite accepts no responsibility for accidents arising from the guest's civil liability. Each guest named in the booking contract or upon registration is responsible for disturbances and nuisances caused by the persons staying with or visiting them.

- In the event of gross negligence, breach of the booking contract and these terms and conditions, or non-compliance with the Campsite Rules, the author may be ejected without compensation and must in addition pay compensation for all damage caused.

- Management declines all responsibility in the case of theft, fire or bad weather.

- Certain activities and facilities offered by the Campsite and indicated in the description appearing in the brochure or on the website may be eliminated, particularly for weather-related reasons or in the event of force majeure as defined by French courts.

- In the event of a dispute, these terms and conditions are subject to French law, and the Antibes (France) commercial court has sole jurisdictional competence. Only the French versions of our terms and conditions and contracts represent our undertakings. Any ambiguities in the translation into foreign languages are not intended.

• **Miscellaneous notes:**

- For safety, children under the age of six may not utilise the top bunk in the rental accommodations.

Access to the pool is by authorisation only and is restricted exclusively to paying guests. Please check the opening dates with us.

3.3 – Check-out:

• **For camping sites:**

The check-out time is 12:00 noon on the day indicated in the contract.

Before they leave, guests must report the night before to the Campsite reception to ascertain whether any amounts are owed, to return lent equipment, and to receive any returned security deposits. On the day of departure, the Campsite may also check the condition of the site (cleanliness, damage).

• **For rental accommodations:**

The check-out time is 9:00 a.m. on the day indicated in the contract.

The accommodations will be vacated in a perfectly clean condition, and the inventory will be checked when the keys are returned. You will be charged for any broken or damaged items, and for restoring the premises to their original condition, if necessary. Cf. article "3.1 – Security Deposit"

If guests are departing outside of Reception hours, they must inform Reception of this the night before to determine feasibility and procedure. The security deposit will be returned by post or as you wish after the premises have been checked by the Campsite.

• **Non-compliance with check-out times:**

Guests who return their key or free up their premises after the time indicated above will be billed for an extra night.

Extensions of your stay must be arranged at least 24 hours prior to your scheduled departure.

ARTICLE 4 – INFORMATION TECHNOLOGY AND FREEDOM

The information you communicate to us when booking or when registering at the Campsite will be treated by La Vieille Ferme Campsite as confidential. It will be utilised only in two possible ways (any third way is excluded):

- Primarily, the Campsite's internal departments will use the data to process your order and for any subsequent service offers.

- Exceptionally or at the request of the authorities, the data may be sent to law-enforcement agencies or used in urgent proceedings involving personal safety.

Furthermore, the online booking information passes through our service provider, SecureHolidays-CtOutVert, for which or Campsite declines all responsibility regarding the use made of same. We undertake to keep you informed in the legal notices on this platform.

In accordance with the Information Technology and Freedoms Act of 6 January 1978, you have a right to access, correct and eliminate personal data concerning you. To do so, you need only submit a request by post.

ARTICLE 5 – IN CASE OF DISPUTE

• **5.1 - Complaints:** For any dispute or complaints concerning the campsite's commercial services before, during or after your stay, customers are invited to address their suggestions and/or complaints in writing: either on paper, with date and signature and delivered to the campsite reception area, in the box located outside the reception area or by post; alternatively, via e-mail. This written suggestion/complaint will be passed on to campsite management. In order for it to be dealt with efficiently, the document must include the customer's name, address and contact details as well as the dates of their stay and all the relevant details concerning the context.

• **5.2 - Mediation:** The French Consumer Code (article L612-1 et seq., and the associated regulatory sections) provides the framework for mediation of consumer disputes. Prior to any legal proceedings, customers are required to respect procedure by contacting the relevant mediator. In compliance with the law, LA VIEILLE FERME campsite has signed an agreement with the following competent authority:

CM2C - Centre for mediation and amicable settlements - 14 rue Saint Jean - 75017 PARIS

• **5.3 - Jurisdiction:** As a last resort, these general conditions are subject to French law and the commercial court of Antibes (France) is the only competent court. Only the French versions of our conditions and contracts represent the extent of our commitments. Any possible ambiguities arising from translation into foreign language versions are unintentional.