

**ARTICLE 1 - SCOPE**

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the grounds of the municipal campsite LA CASCADE.

The Customer is required to read it before placing any order.

The choice and purchase of a Service is the sole responsibility of the Customer. These General Terms and Conditions of Sale apply to the exclusion of all other conditions of the Service Provider, and in particular those applicable for other marketing channels of the Services. These General Terms and Conditions of Sale are accessible at any time on the camping.ville-tonnerre website and will prevail, if necessary, over any other version or any other contractual document.

The version applicable to the Customer is the one in force on the website camping.ville-tonnerre.fr or communicated by the Service Provider on the date of placing the order by the Customer. Unless proven otherwise, the data recorded in the Service Provider's computer system constitute proof of all transactions concluded with the Customer. 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 if the processing is not essential for the execution of the order and stay as well as their consequences, to all of his personal data by sending a letter and justifying his identity.

The Customer declares to have read these General Terms and Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before the implementation of the Online Order procedure, or, in the case of booking off the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site or informs on any document sent by the Service Provider the services he wishes to order.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any error to the Service Provider.

Order will be considered final only after the Customer has been sent confirmation of acceptance of the Order by the Service Provider, by email or post, or by signing the contract in the event of a reservation directly at the places where the Service Provider markets the Services.

Any Order placed via the internet constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider. Any Order is nominative and cannot, under any circumstances, be transferred.

ARTICLE 3 – RATES

The Services offered by the Service Provider are provided at the rates in force on the website camping.ville-tonnerre.fr, or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros and TTC.

The rates take into account any reductions that may be granted by the Service Provider on the website or on any information or communication medium. These rates are firm and non-revisable during their period of validity, as indicated on the website, in the email or in the written proposal addressed to the Customer.

Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.



GENERAL CONDITIONS OF SALE

Camping Municipal de la Cascade

VERSION ANGLAISE

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Our prices include access to the campsite, water consumption, electricity, equipment necessary for the number of people corresponding to the capacity of the accommodation, one vehicle per rental and access to non-paying activities. Bed linen is provided; baby kits are available for rent on site. For camping pitch reservations, a maximum of 6 people is accepted on the pitch.

3.1. TOURIST TAX

The tourist tax, collected on behalf of “La Communauté de Communes Le Tonnerrois en Bourgogne” and the “Conseil Départemental de l’Yonne” is not included in the rates.

This tax is set according to the nature and category of the accommodation. Its amount is calculated per adult person per day. It is to be paid when paying for the Service and appears separately on the invoice.

The rate in force to date for campsites classified *** is 0.50 € per day per person.

Are exempt from the tax, according to Article L2333-31 of the CGT:

- o minors
- o persons holding a seasonal employment contract employed in the territory of the community
- o persons receiving emergency accommodation or temporary relocation

ARTICLE 4 - TERMS OF PAYMENT

4.1. DEPOSIT

A deposit corresponding to 30% of the total price of the provision of the Services ordered is required when the order is placed by the Customer. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

The balance of the stay must be paid in full 20 days before the date of arrival under penalty of cancellation of this rental.

4.2. PAYMENTS

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

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

The Service Provider reserves the right, in the event of non-compliance with the payment terms set out above, to suspend or cancel the provision of the Services ordered by the Customer.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation or pitch can be occupied from 4pm on the day of arrival and must be vacated for 10am on the day of departure. The balance of the stay must be paid in full 20 days before the date of arrival (under penalty of cancellation of this rental).

For a late arrival or early departure, the Customer must imperatively notify the Service Provider.

Pitches and chalets are allocated according to availability and these assignments can be modified at any time before the Client's installation.



If the Customer does not show up on the scheduled day of arrival without having notified at least 24 hours before the date of arrival, the Service Provider reserves the right to return the accommodation to the rental.

Accommodation and pitches are intended for a specified number of occupants for rent and may in no case be occupied by a larger number of people. Accommodations and pitches will be returned in the same state of cleanliness as on delivery.

Otherwise, the tenant will have to pay a lump sum of 80 € for cleaning.

Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant.

The inventory state at the end of the rental must be strictly identical to that of the beginning of the rental.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of € 250 is required from the Customer on the day of delivery of the keys and is returned to him on the day of the end of the rental under possible deduction of the costs of restoration. This deposit does not constitute a limit of liability

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the event of a delayed arrival, early departure or a change in the number of people (either for all or part of the planned stay).

6.1. MODIFICATION

In the event of a change in the dates or number of people, the Service Provider will endeavor to accept as much as possible requests for modification of the date within the limits of availability, without prejudice to any additional costs; it is in any case a simple obligation of means, the Service Provider can not guarantee the availability of a location or accommodation, or another date. Any request for a reduction in the duration of the stay will be considered by the Service Provider as a partial cancellation whose consequences are governed by Article 6.3.

6.2. INTERRUPTION

A premature departure may not give rise to any refund from the Service Provider.

6.3. CANCELLATION

- In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider and less than 30 days before the scheduled arrival date, for any reason whatsoever except "force majeure", the deposit paid to the Reservation, as defined in Article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale will be automatically acquired by the Service Provider, as compensation, and may not give rise to any refund.
- In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider and less than 15 days before the scheduled arrival date, for any reason whatsoever except force majeure, the deposit and the balance paid to the Reservation, as defined in Article 4 - TERMS OF PAYMENT of these General Terms and Conditions of Sale will be automatically acquired by the Service Provider, as compensation, and may not give rise to any reimbursement

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (to which is assimilated to a measure of total or partial prohibition of reception of the public, to the extent that the Customer is directly concerned by the application of this measure) decided by the public authorities, and



which is not attributable to the Service Provider, the sums paid in advance by the Customer in respect of the reservation of the stay will be reimbursed. However, the Service Provider cannot be held liable for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay

6.4.2. By way of derogation from the provisions of Article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered to be part of 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 give rise to the reimbursement of the sums paid. In any case, the Customer must imperatively justify the event making him eligible for this right to cancellation.

6.4.3. By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Customer 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 closures), even though the campsite is able to perform its obligation and welcome the Customers, this cancellation will give rise to the refund of the sums paid in advance.

ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

7.1. CIVIL LIABILITY INSURANCE

The Customer hosted on a pitch or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. ANIMALS

Pets are accepted, within the limit of one animal of less than 20 kg per cottage or per pitch, under the responsibility of their masters. They must imperatively be kept on a leash. The up-to-date vaccination record must be presented upon arrival.

Only the animals registered on the booking form will be allowed to stay on the campsite, subject to the prices indicated on the rate.

The Service Provider reserves the right to refuse an animal not informed at the time of booking.

Dogs of 1st and 2nd category are strictly forbidden within the campsite.

7.3. RULES OF PROCEDURE

Internal regulations are posted at the entrance of the establishment and at the reception. The Customer is required to read and comply with it. It is available on request.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

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 performance of the Services ordered. In order to assert its 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 rectify or have rectified, as far as possible, the services deemed defective as soon as possible.

The Service Provider cannot be considered responsible or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

ARTICLE 9 - RIGHT OF WITHDRAWAL



Activities related to the organization and sale of stays or excursions on a specific date or a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, the drafter hereof, implements the processing of personal data whose legal basis is:

- Either the legitimate interest pursued by the Service Provider when it pursues 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, management, follow-up of client requests and files,
 - the drafting of acts on behalf of its clients.

- Compliance with legal and regulatory obligations when implementing processing for the following purposes:
 - invoicing,
 - accounting
 - the prevention of money laundering and the financing of terrorism, the fight against corruption.

The Service Provider keeps the data only for the time necessary for the operations for which they have been collected as well as in compliance with the regulations in force.

In this regard, customer data is kept for the duration of the contractual relations increased by 3 years for the purposes of animation and prospecting, without prejudice to retention obligations or limitation periods.

In terms of prevention of money laundering and terrorist financing, the data are kept 5 years after the end of the relationship with the Service Provider.

In accounting matters, they are kept for 10 years from the end of the accounting year.

Prospects' data is kept for a period of 3 years if no participation or registration for the Service Provider's events has taken place. The data processed are intended for the authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have the right to access data concerning them, rectification, interrogation, limitation, portability and erasure. The persons concerned by the processing carried out also have a 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 to oppose commercial prospecting. They also have the right to define general and specific guidelines defining the way in which they intend to exercise, after their death, the rights mentioned above - by e-mail to camping@mairie-tonnerre.fr or by post to the address of Camping de la Cascade 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 camping.ville-tonnerre.fr is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property. Any reproduction, dissemination, total or partial use of this content is strictly prohibited and may constitute an offence of



counterfeiting. In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Customer's request) for the provision of the Services to the Customer. The Customer is therefore prohibited from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider who may condition it to a financial consideration. The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and disseminated by him.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the operations resulting from them are governed by and subject to French law. These General Terms and 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 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved between the Service Provider and the Customer will be submitted to the competent courts under the conditions of common law.

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER

The Customer acknowledges having had communication, prior to the placing of his Order, in a legible and understandable manner, of these General Terms and Conditions of Sale and all the information and information referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to the decree of 22 October 2008 on prior information to 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 ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it is not apparent from the context;
- information relating to legal and contractual guarantees and their implementation methods; 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, termination terms and other important contractual conditions.

The fact that a natural (or legal) person orders on the website camping.ville-tonnerre.fr implies full acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who renounces in particular to rely on any contradictory document, which would be unenforceable against the Service Provider.