

Camping Le Tedey

GENERAL CONDITIONS OF SALE

0. PREAMBLE

Le Tedey Campsite's activity is the rental of leisure accommodation on the campsite located in Lacanau.

Le Tedey Campsite markets the above-mentioned services through the website www.campingletedey.com.

The list of services offered by the Seller can be consulted on the websites available at www.campingletedey.com.

The Parties agree that their relations will be governed exclusively by the present rental contract and the campsite rules and regulations appearing on the above-mentioned website and displayed at the entrance of the campsite, to the exclusion of any other condition.

Le Tedey Campsite reserves the right to modify at any time the present general conditions of sale by publishing a new version on the Website. The general sales conditions are those in force at the date of validation of the order. The Parties agree that the photos online on the website www.campingletedey.com have no contractual value.

1. DEFINITIONS

The terms and expressions referred to below mean, when preceded by a capital letter, for the purposes of the interpretation and execution of the present contract:

"Campers" means the beneficiaries of campsites other than those reserved for year-round rental.

"Pitches": pitches available for the installation of tents, caravans, or motor homes of the Customer.

"Rentals": all types of accommodation (Tiny, Lodges, Cottages, etc.) other than pitches offered for rent.

"Order": request for Services made by the Customer to the Seller.

"General Terms and Conditions of Sale": the general terms and conditions of sale which are the subject of this Agreement.

"Contract" means this document, including its preamble and annexes, and any amendment, substitution, extension, or renewal thereof made by virtue of the agreement of the Parties.

"Price" means the unit value of a Service in euros, inclusive of all taxes.

"Total Price" means the total amount of the cumulative Prices of the Services that are the subject of the Order; this amount includes all taxes.

"Service": any service offered for sale on the Site.

"Site": the online sales site www.campingletedey.com used by the Seller to market its services.

"Order Validation": has the meaning given in Article 7.

"Online Sale": marketing of the Seller's Services via the Site.

References to Articles are references to the articles of this Agreement, unless otherwise provided.

References to the singular include the plural and vice versa.

References to one gender include the other gender.

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2. PURPOSE

The purpose of this Agreement is to define the rights and obligations of the Parties in connection with the Services offered by Seller to Customer.

It is concluded under the resolutive condition of the full payment of the price at the latest 30 days before the planned arrival of the customer and of the effective arrival of the latter at his site at the latest 1 day after the planned arrival date, except in the case where the Customer has validly notified the Seller of his delay at the latest 1 day after the planned arrival date.

3. SCOPE OF APPLICATION

These General Terms and Conditions of Sale are reserved for consumers only, as defined by law and jurisprudence, acting exclusively on their own behalf.

In accordance with Article L. 111-1 of the French Consumer Code, the essential characteristics and prices of the Services sold are available on the Site or displayed at the entrance to the campsite. The prices can be communicated to any Customer on request.

The professional also communicates to the consumer the information relating to his identity, his postal, telephone and electronic address and his activities.

The present General Terms and Conditions of Sale are applicable to all sales of Services by the Vendor through the Site.

4. RESERVATION CONDITIONS

The reservation becomes effective only with the agreement of the Seller, after receipt of the deposit and after receipt of either the reservation contract duly completed and signed, or after acceptance of the general conditions of sale during the online reservation.

Reservations are only binding on the Vendor if he has accepted them, which he is free to do or to refuse, depending on availability, and in general, on any circumstances likely to affect the execution of the reservation made. The Vendor offers family-oriented stays, in the traditional sense, and the accommodations are specially designed for this purpose.

The reservation of a camping site or a rental is made on a strictly personal basis. It is forbidden to sublet or transfer a reservation without the prior consent of the Seller.

5. RENTAL

The rental accommodations are equipped. The rental package includes the number of persons (including babies) foreseen at the time of the reservation, within the limit of six places depending on the type of accommodation chosen.

The Vendor reserves the right to refuse access to the campsite to groups or families arriving with a number of participants greater than the capacity of the rented accommodation.

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All accommodations are non-smoking.

6. PRICES

Rental prices for the season from April 07, 2023 to November 5, 2023 can be found on our website www.campingletedey.com.

The rented accommodations include kitchen and table equipment as well as bedding. Sheets and towels are not included in the basic package. The supply of gas, electricity and water is included.

The amount of the tourist tax (per person and per day) for the year 2023 is: 0.61€. The tourist tax is to be paid directly to the establishment, except in the case of an online prepayment before the stay where this amount can be included.

The prices mentioned on the website of the establishment and partner websites are subject to change without notice and only the price indicated in the written confirmation of reservation is contractual.

Prices include the VAT applicable on the day of the reservation and any change in the VAT rate will automatically be reflected in the price indicated on the date of the invoice.

Some promotional offers are only available on the Website and are sold exclusively on the internet and in no case at the Tedey reception.

↳ Deposit

- For reservations made more than 30 days before the beginning of the stay, a deposit of 30% of the price of the amount of the reserved services must be paid upon reservation at the campsite. The balance must be paid no later than 30 days before the start of the stay at the campsite.
- For reservations made less than 30 days before the start date of the stay, full payment must be made at the time of booking at the campsite.

↳ Reservation Fees

Reservation fees are applied for reservations made by telephone and amount to 30€ including VAT for each reservation.

The pitch number is given as an indication without guarantee, unless the guaranteed pitch option is taken out.

7. ORDERING OF SERVICES AND STEPS TO CONCLUDE THE ONLINE SALE

To complete the Order, the Customer must follow the following steps:

1. Enter the address of the Site.
2. Follow the instructions on the Web site, those required to open a customer account.
3. Fill in the order form. In case of prolonged inactivity during the connection, it is possible that the

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selection of the Services chosen by the Customer before this inactivity is no longer guaranteed. The Customer is then invited to restart his selection of Services from the beginning.

4. Check the elements of the Order and, if necessary, identify and correct any errors.

5. Validate the Order and the Total Price (the "Order Validation").

6. Follow the instructions of the online payment server to pay the Price by entering the bank imprint.

The Customer shall also receive an electronic acknowledgement of receipt of the Order without delay (the "Order Confirmation").

8. CONDITIONS OF PAYMENT

The payment of the price and the possible deposit by the customer is made by one of the following means of payment: check, vacation check, transfer, bank card, e-card.

The customer's credit card details are required by the campsite to guarantee the reservation and payment. The campsite may ask the client to present an identity document to prevent credit card fraud.

The transaction is immediately debited from the customer's credit card after verification of the data, upon receipt of the debit authorization from the credit card issuer used by the customer.

In accordance with Article L. 133-8 of the French Monetary and Financial Code, the payment service user may not, in principle, revoke a payment order once it has been received by the payer's payment service provider. To this end, the Customer confirms that he is the holder of the bank card to be debited and that the name on the bank card is indeed his own. The Customer communicates the sixteen digits and the expiry date of his credit card as well as, if necessary, the numbers of the visual cryptogram.

If the price and any deposit cannot be debited, the Online Sale shall be immediately terminated, and the Order cancelled.

The Customer is solely responsible for his or her choice of services and their suitability for his or her needs, and the campsite shall not be held liable in this respect.

9. CANCELLATION - MODIFICATION OF THE RESERVATION

Changes to the Client's booking may be made free of charge 30 days prior to the originally scheduled arrival, subject to availability..

Any request for modification (dates, type of accommodation, etc.) must be confirmed in writing by the Client and is subject to acceptance by the Vendor.

Without news from the Customer indicating a postponement of his arrival date, the accommodation may be available for sale again 24 hours after the arrival date mentioned on the contract and the Customer loses the benefit of his reservation as a result.

↳ Unused services

Any stay cancelled, interrupted, or shortened (late arrival, early departure) due to the Client will not be

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eligible for a refund.

↳ Cancellation by Le Tedey Campsite

In case of cancellation due to the Seller, except in case of force majeure, the stay will be totally refunded, without any additional indemnity.

↳ Cancellation specifically because of the Covid-19 pandemic *

If by any chance the campsite was administratively forced not to welcome the public, the Vendor undertakes to refund the customer's stay in full.

In the case where the campsite is authorized to receive its customers, the Vendor commits himself to fully refund the customer's stay, if he was unable to access the campsite during the dates of his stay only, due to:

- The closing of the borders,
- The administrative limitation of travel,

* These new conditions apply as of 10/01/2022

10. SUBSCRIPTION OF A CANCELLATION INSURANCE

For 2023, the insurer Gritchen proposes its cancellation insurance with new conditions integrating the problems of the COVID-19.

In addition to the traditional guarantees such as the coverage of cancellation costs, interruption of stay or medical assistance services, the new "COVID" guarantees cover the individual consequences of the epidemic.

No reimbursement will be made by the campsite, it is the insurer Gritchen, which after the declaration of the claim within 5 days, will proceed to the reimbursement (if the cancellation is related to the causes described in the guarantees). A refund within 2 days is provided in case of theft. A detailed description of the general conditions of the insurance is available on our website.

11. THE STAY

↳ Arrival

The arrival for the rental properties is from 4 pm onwards.
The arrival for the pitches is from 12:00 am.

At the handing over of the keys, a deposit of 250€ TTC for the rental and the cleanliness will be asked to the Customer.

An inventory is available in each accommodation. Any dissatisfaction concerning the general state, or the cleanliness of the accommodation must be reported to the Vendor by the Client within 24 hours of

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arrival, to remedy the situation. No claim will be admissible after this period.

↳ During the stay

It is up to the tenant to make sure: the tenant is responsible for the surveillance of his personal objects (bikes, etc.). The campsite declines all responsibility in case of incidents falling under the civil

responsibility of the tenant.

All clients must comply with the provisions of the internal regulations, particularly regarding the following restrictions:

- Minors must be accompanied by their legal representatives.
- Only individual gas or electric barbecues are allowed on the campsite. Individual charcoal barbecues are strictly forbidden.
- Only one animal is allowed per rental except in July and August for a fee of 5.00€ TTC per day. Vaccination certificates must be presented on arrival. Dogs of 1st and 2nd category are forbidden. Dogs must be kept on a leash inside the campsite.

Each tenant is responsible for any disturbance or nuisance caused by the persons staying with him or visiting him. He will have to prove, upon request of the Vendor, the subscription of a valid civil liability insurance.

↳ Departure

On the day of departure indicated on the contract, the premises must be vacated before 10:00 am for rentals.

The pitches must be vacated before 12:00 am.

Any rental not vacated in the above conditions on the day of departure will result in the billing of an additional day at the current nightly rate.

The rentals must be returned in perfect condition, tidy. Any broken, damaged, or missing object will be charged to the Client, as well as the restoration of the premises, if necessary.

The ground must be left clean, holes or trenches must be filled in. Plants and greenery must not be cut or damaged.

In the event of damage of a material nature caused by the Customer in the accommodation, the Seller reserves the right to retain the security deposit for one month, the time to make any repairs and to justify this to the Customer who will have his security deposit retained in whole or in part. Any damage exceeding the amount paid as a security deposit will be charged to the customer after deduction of the security deposit. Otherwise, in the absence of material damage caused by the Customer in the accommodation, the Vendor undertakes to return the full amount of the deposit to the Customer on the day of his departure.

In the case where the Customer benefits from a "cleaning package", the Customer must return the

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accommodation in a good general state: dishes cleaned and tidied, garbage emptied, sheets and towels stacked in each room. If this is not the case, the Vendor reserves the right to charge the customer a cleaning supplement equal to the amount of the cleaning package corresponding to the rented accommodation, in addition to the one already subscribed.

If the Customer does not benefit from the "housekeeping package", the Customer is required to return the accommodation fully cleaned and tidied, ready to welcome the next customer. If the

Customer has not properly cleaned the accommodation before departure, the Vendor will withhold all or part of the security deposit; he will request, with proof, additional compensation if the amount of the security deposit is not sufficient to cover the expenses necessary to restore the accommodation.

12. RESIDENTS

↳ Duration, rental price and payment terms

The contract is concluded for a fixed term of one year. This duration covers the opening period of the campsite during which the Tenant may stay on the pitch, access, and freely dispose of the available facilities hereinafter specified and the closing period, during which the Tenant may leave the property parked.

For the year in which the contract takes effect, the campsite is open from April 7 to November 05, 2023.

In consideration of the availability of the pitch and the possibility of using the collective facilities and services of the campsite during their period of availability, the Tenant undertakes to pay the Manager a fixed fee of 4500€ all taxes included.

For 2023, the VAT rate is 10% on the fixed fee. Any variation in the legal rate of VAT imposed by the public authorities shall be passed on to the Tenant.

The fee fixed above corresponds to the price of the provision of the property by the lessor for the benefit of the lessee.

The payment of the occupancy fee is made according to the following methods chosen in the contract:

- Payment of an amount including tax of :
 - 1500,00 € in January of each year
 - 1500,00 € in April of each year
 - 1500,00 € in July for the balance each year

↳ Conditions for renewal and modification of the contract

The contract is concluded for a fixed term of one year. It automatically ends at its term. A new contract of the same duration may be offered to the Tenant.

When the Manager wishes to renew the contract with the Tenant, the Manager shall inform the Tenant in writing three months prior to the end of the rental contract of the proposed new contract.

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If the Tenant refuses to sign the proposed new contract, he/she undertakes to inform the Manager as soon as possible and at the latest three months before the contract expires.

At the end of the contract, due to its expiry or for any other reason, the Tenant is obliged to free the site of any accommodation and any improvements made by him.

The new rates charged will be communicated to the Tenant at the time of the new contract proposal; they consider works, charges, investments, new equipment, evolution of services and benefits without this list being exhaustive.

↳ Early termination of the contract

The termination will be acquired after the formal notice of the tenant to have to perform has remained unsuccessful for a period of minimum 15 days after receipt. This formal notice shall be sent by registered letter with acknowledgement of receipt and shall expressly mention the present termination clause.

The contract may be terminated at any time by mutual agreement between the Manager and the Tenant, recorded in writing.

It shall be terminated by operation of law, in case of force majeure, including in case of permanent closure of the site ordered by the administrative authority, without the termination giving rise to compensation on either side, in accordance with the provisions of Articles 1218 and 1351 of the Civil Code.

It may be terminated in the event of cessation of activity, subject to three months' notice, unless it is impossible for the manager to do so.

In accordance with the provisions of Article 1225 of the Civil Code, the contract will be terminated automatically in the event of non-performance by either party of any of its obligations under the present contract.

In the event of a breach by either party of its contractual obligations, the other party may:

a. Either unilaterally or at its own risk terminate the contract in case of serious breach, under the conditions set out below.

Notification of the decision to terminate the contract on the grounds of the seriousness of the non-performance by the other party of its obligations shall be made by registered letter with acknowledgement of receipt; it may only be made after having first given formal notice, by registered letter with acknowledgement of receipt, to the defaulting party to meet its commitment within a period of at least 15 days, the formal notice having to expressly mention that in the event that the debtor fails to meet its obligation within the period, the creditor shall be entitled to terminate the contract.

This formal notice addressed to the defaulting debtor to meet his obligation within a minimum period

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of 15 days does not apply in case of emergency, in accordance with the provisions of Article 1226 of the Civil Code.

b. Or implement the resolutive clause provided for in this paragraph, in the event of serious or repeated failure by one of the parties to comply with the clauses of this contract, which are mandatory, or with the provisions of the internal regulations which form an integral part of it, under the following conditions:

The resolution is subordinated to the sending of a formal notice remained unsuccessful to have to

stop the breach and to regularize the situation within a period of minimum 15 days, as from its reception. When the circumstances justify it, the parties may expressly agree in writing on a different deadline for regularization.

However, and in accordance with the provisions of article 1225 of the Civil Code, the parties agree that the resolution will be acquired, without the need for a formal notice of default, when the seriousness of the breach does not allow the debtor of the obligation to consider a deadline for regularization.

The formal notice shall specify the breaches to be remedied, shall reproduce the entire resolutive clause (this paragraph), and shall be sent by registered letter with acknowledgement of receipt. Neither of the two parties will be able to take advantage of the non-retraction of the letter or letters sent with acknowledgement of receipt.

The resolution is acquired on the date of expiry of the time limit set by the formal notice or, failing this, that of the notification of the creditor's decision to implement the clause.

↳ Essential services and equipment

Energy supplies including water, electricity and gas and installation costs are included in the fee.

13. INTELLECTUAL PROPERTY RIGHTS

The Seller's trademark, Ciela Village, as well as all trademarks, whether figurative or not, and more generally all other trademarks, illustrations, images, and logos appearing on the Goods, their accessories, and their packaging, whether registered or not, are and shall remain the exclusive property of the Seller. Any total or partial reproduction, modification or use of these trademarks, illustrations, images, and logos, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. The same applies to any copyright, design, model, and patent which are the property of the Seller.

The Customer authorizes the Seller, as well as any person designated by him, to photograph, record, or film him during his stay on the Tedey site and to use the said images, sounds, videos, and recordings on all media (on the Seller's websites or web pages - including Facebook and Instagram - on the Seller's presentation and promotion media and on travel or tourist guides). This authorization is valid for the Customer as well as for the persons staying with him. The sole purpose of this authorization is to promote and animate the Vendor and Ciela Village's entities, and it may not in any way damage the

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Client's reputation. This authorization is granted free of charge, for all countries and for a period of 5 years.

14. CONFIDENTIALITY OF DATA

Certain information is mandatory and necessary for the processing of the Client's request. The absence of a response to a mandatory field may compromise the proper handling of the file.

The Vendor shall only process or use the Customer's data insofar as this is necessary to contact the

Customer, to ensure the processing of his requests, to create and manage his user profile, to create and manage his access to online services or to carry out statistical studies.

The Customer's personal information will be kept if necessary, until the execution of the services, unless:

- The Customer exercises his right to delete his data, under the conditions described below.
- A longer retention period is permitted or required by law or regulation.

During this period, the Seller shall put in place all means to ensure the confidentiality and security of personal data, to prevent their damage, deletion, or access by unauthorized third parties.

Access to the Customer's personal data is strictly limited to the Seller's personnel and, where applicable, to its subcontractors.

Such subcontractors are subject to a confidentiality obligation and may only use the Customer's personal data in accordance with the contractual provisions of the Seller and the applicable legislation.

Apart from the cases set out above, the Seller undertakes not to sell, rent, transfer or give access to third parties to personal data without the prior consent of the Customer, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defense, etc.).

In accordance with the amended "Data Protection Act" of January 6, 1978 and the European Regulation No. 2016/679/EU of April 27, 2016, the Customer has the right to access, rectify, portability and deletion of his data or to limit the processing. The Customer may also, for legitimate reasons, object to the processing of data concerning him.

The Customer may, subject to the production of valid proof of identity, exercise his rights by contacting letedey@cielavillage.com.

If the Customer does not wish/no longer wishes to receive news and solicitations from the Vendor (by telephone, SMS, postal mail, or e-mail) and invitations, he/she has the option of indicating this via the link reserved for this purpose, of modifying his/her choices by contacting the Vendor under the conditions mentioned above or, if necessary, by modifying the parameters of his/her online profile. The same applies if he/she does not wish to receive news, invitations, or promotional offers from the Seller's partners.

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For any additional information or complaint, the Customer may contact the National Commission of Technology Information and Liberties (more information on www.cnil.fr).

15. FORCE MAJEURE

Seller's performance of its obligations under this Agreement shall be suspended in the event of a force majeure event that prevents or delays performance.

Seller shall notify Customer of the occurrence of such an event within 2 days of the date of occurrence of the event.

If the suspension of the Seller's obligations continues for a period exceeding half the duration of the stay, the Customer may cancel the current Order and the Seller shall refund the Order in accordance with the conditions set forth in Article 9.

16. INDEPENDENCE OF THE PARTIES

Neither party may make any commitment in the name of and/or on behalf of the other party. Furthermore, each of the Parties shall remain solely responsible for its claims, commitments, services, products, and personnel.

17. NON-RENUNCIATION

The fact that one of the Parties does not avail itself of a commitment by the other Party to any of the obligations referred to herein, shall not be interpreted for the future as a waiver of the obligation in question.

18. NOTIFICATIONS

All notices to be given under this Agreement shall be deemed to have been given if sent by registered mail with return receipt requested to the following addresses:

To the Seller : Le Tedey - 11 Les Pellegrins - 33680 LACANAU.

To the Customer: [Customer's address].

19. COMPLAINTS AND AMICABLE SETTLEMENT OF DISPUTES

Under Article L. 612-1 of the Consumer Code "Any consumer has the right to have recourse free of charge to a consumer mediator with a view to the amicable settlement of a dispute between him and a professional. "

The disputes falling within the scope of Article L. 612-1 of the Consumer Code are the disputes defined in Article L. 611-1 of the Consumer Code, namely disputes of a contractual nature, relating to the performance of a contract of sale or supply of services, between a consumer and a professional. The text covers both national and cross-border disputes.

For any difficulty, we invite you to contact us beforehand:

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Telephone: 05 56 03 00 15.

Email: letedey@cielavillage.com

In the year following your request to our services, pursuant to Article R. 616-1 of the Consumer Code, you can have your request examined by a mediator whose contact details are given below, bearing in mind that a dispute can only be examined, with some exceptions, by one mediator:

CM2C

Center of the Mediation of the Consumption of Conciliators of Justice

14 rue Saint-Jean

75017 PARIS

You can, with your expenses, make you assist by a council.

20. APPLICABLE LAW

This Agreement shall be governed by French law.

Done in Angers.

1/11/2022