

2023 GENERAL TERMS AND CONDITIONS OF SALE

TOHAPI NATURIST

ARTICLE 1 - PURPOSE

The purpose of these General Terms and Conditions is to define the terms and conditions under which:

SOCNAT

A public limited company with equity capital of EUR 1,175,638.07, registered with the Bordeaux Trade and Companies Register under number 775 658 909 - VAT reg. n°: FR89775658909.

Registered office: 44-46 avenue de l'Europe, Chemin de Montalivet, 33930 Vendays-Montalivet, France

Offers the sale of services featured on its websites (hereinafter defined and referred to as the "Websites"), catalogues (hereinafter defined and referred to as the "Catalogues"), or any other marketing medium made available to individual customers (hereinafter the "Customer").

The service representing the main part of the contract concluded with the Customer is the rental and booking of accommodation units or pitches marketed by the Company on campsites in France and abroad (as defined below).

ARTICLE 2 - DEFINITIONS

Capitalised terms have the meaning given to them in these General Terms and Conditions.

> "**Low season**": means the period from the opening of the Campsites until 24/06/2023 inclusive and from 02/09/2023 until the Campsites close. These dates may vary depending on the destination country.

Please note that the Company may change the opening and closing dates of the Campsites.

> "**High season**": refers to the period from 08/07/2023 to 01/09/2023 inclusive. These dates may vary depending on the destination country.

> "**Brochure**": refers to the brochures presenting the Accommodation Units and Campsites, distributed by the Company in paper or digital form on the Websites. The list of Campsites in the Brochure and the information contained therein are subject to change and are for information purposes only. Updates and errata are published on the Websites.

> "**Campsite**": a developed site, naturist centre and tourist establishment operated by SOCNAT and on which the Company markets Accommodation Units and/or Pitches, or on which the Customer has booked Accommodation or a Pitch.

> "**Customer**": these General Terms and Conditions apply solely to private customers. In other words, any natural person treated as an individual who makes and pays for a Booking on their own behalf.

They replace any other document brought to the Customer's attention.

In particular, the term Customer shall be construed differently to the terms holidaymaker, occupant, visitor, group or resident.

> "**Optional Equipment, Facilities and Services**" or "**Options**": refers to the additional equipment, facilities or services that the Customer can add when booking their holiday or directly at the Campsite. The availability of these Optional Equipment, Facilities and Services will be determined by the type of Accommodation Unit or Pitch, its configuration, the Campsite and stock levels. Availability cannot be guaranteed.

The Customer's attention is drawn to the fact that:

- Some services are not open all year round;
- Not all of the swimming pools at the Campsites are heated, and not all of the bodies of water shown in the Brochures and on the Websites are open for swimming. Therefore, it is the Customer's responsibility to find out about the conditions of access to these services and their opening and heating dates via the Websites or the Customer Contact Centre on +33 (0)5 33 092 092 before booking.

> "**Accommodation Unit**": refers to the different types of accommodation and rental units provided by the Company for hire to Customers, the characteristics and prices of which are detailed on the Websites and in the Brochures (e.g. mobile homes, chalets, guest houses, yurts, etc. / see also the Accommodation Unit General Terms and Conditions on page 5).

Each Accommodation Unit is designed for a specific maximum number of adult(s) and child(ren), as specified in the Brochures or on the Websites. Any person aged 11 or over will be considered an adult. Children aged 0-3 are free but still count as a person in their own right.

Unless otherwise stated, each Accommodation Unit on the Campsite has a parking space for one car.

The Customer may be asked to pay additional fees for any extra parking spaces (car, trailer, two-wheeled motor vehicles, etc.) and these will be subject to the Campsite's availability and capacity. Product ranges and characteristics are not binding, being provided for information only and may be changed at any time by the Company without giving rise to any compensation entitlement for the Customer.

> "**Pitch**": a plot of land on the Campsite that does not include any form of Accommodation Unit as defined above and is made available to Customers who bring their own installation and accommodation unit (e.g. tent, caravan, camper van, etc.) to the Campsite.

> "**Websites**": refers to the www.tohapi-naturiste.fr websites and, in general, all of the Company's websites or any URL automatically linking to these addresses.

> "**Company**": SOCNAT.

ARTICLE 3 - ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE – CONTRACT

3.1 In accordance with the terms of Article 5 of these General Terms and Conditions, by booking an Accommodation Unit or Pitch, the Customer acknowledges that they have read and understood these General Terms And Conditions Of Sale (hereinafter referred to as the "**General Terms and Conditions**"). The Customer can also access the General Terms and Conditions via the Websites.

The Customer acknowledges full and final acceptance of the terms and conditions set out therein.

All of the provisions of these General Terms and Conditions must be accepted. Any conditional acceptance will be deemed invalid.

In the event of a Website Booking, acceptance of the General Terms and Conditions consists of ticking a box confirming the following statement: "*I have read and accept the General Terms and Conditions of Sale. Place order with obligation to pay*". Ticking the box is deemed equivalent to the Customer's handwritten signature and, in particular, enables completion of a Booking. A Booking cannot be completed if the relevant box is not ticked.

In the event of a Booking made by any other means (telephone, email, on site), the Customer acknowledges that they have received a copy of the applicable General Terms and Conditions with their Booking documents and accepts them unconditionally.

3.2 These General Terms and Conditions are up to date as soon as they are published online. They cancel and replace any previous version. They are valid at the time the Customer makes a Booking, excluding all other terms, and subject to availability and the Company's acceptance of the Booking.

The Company reserves the right to modify them at any time.

These General Terms and Conditions take precedence over any other document for information purposes only (in particular Catalogues, Brochures, advertisements, etc.) unless otherwise agreed by the Company in writing beforehand.

3.3 These General Terms and Conditions, together with the holiday Booking confirmation sent to the Customer, will form the holiday contract and constitute the entirety of the contractual relationship between the Customer and the Company.

Confirmation of a holiday Booking sent after payment has been made by the Customer, including partial payment (such as a deposit), will constitute acceptance by the Company.

However, the Company reserves the right to refuse any Booking request that does not comply with the offers presented in the Brochures or on the Websites.

ARTICLE 4 - HOLIDAY PRICES

All prices are shown in euros (€), inclusive of all taxes, excluding booking fees, Options and taxes collected by the Campsite in accordance with the applicable local regulations (tourist tax, eco-participation fees, household waste tax, local taxes, etc.).

> Our prices include:

- The provision of a fully-equipped Accommodation Unit or Pitch booked in accordance with the description given on the Websites and in the Brochures;
- A parking space for one (1) car per Booking (unless otherwise stated on the Website or indicated to the Customer on the Voucher);
- Water, gas and electricity consumption when renting an Accommodation Unit (except bare Pitches). When renting a Pitch, the services included in the price may vary depending on the Pitch type and Campsite;
- Access to any free Services and facilities (e.g. sanitary facilities, children's clubs, entertainment, etc.) available on the Campsite (unless otherwise expressly indicated to the Customer).

> Our prices do not include the following:

- The cost of cancellation insurance if taken out by the Customer;
- A flat-rate booking fee of EUR 20.00 inclusive of all taxes;
- Rental of bed linen, towels and sheets (unless otherwise stated and for Premium and Privilege Club Accommodation Units);
- Cleaning at the end of your stay, except for Premium and Privilege Club Accommodation Units. Depending on the Accommodation Unit booked and the Campsite, the cleaning charge will be up to EUR 70.00 when paid at the time of Booking and up to EUR 90.00 when paid on site;
- Taxes collected by the Campsite in accordance with the applicable local regulations (e.g. tourist tax, eco-participation fees, household waste tax, local taxes, etc.);
- The charges applied by the Campsite to any supplements for pets, payable at the time of the Booking and/or on arrival at the Campsite;
- The security deposit - The security deposit amount required will vary depending on the Campsite chosen by the Customer in accordance with Article 11 of these General Terms and Conditions;
- Fee-paying activities provided by the Campsite (to be paid on site);
- Optional Equipment, Facilities and Services provided subject to availability, such as, but not limited to, *equipment (baby kits, television, air conditioning, etc.), Wi-Fi access, bed linen, towels, sheets, catering wristbands, security wristbands, car or restaurant passes, amusement parks, physical equipment, shuttle services, additional seats or beds, etc.* The Company cannot guarantee the availability of all these Services. Customers should ask at the **Campsite** reception for information about the Campsite Services available during their stay and their prices;
- Charges applied to certain visitors depending on the Campsite;
- Transport and travel costs.

> Visitors

For the purposes of these General Terms and Conditions, a visitor is any person who is not one of the participants mentioned on the Booking and who comes to visit the Customer at the Campsite. The Campsite may request immediate payment of a "*visitor's tax*" per person on arrival for day visitors.

A Campsite may not accept visitors, or the visitor's tax may not grant access to all Campsite Services (particularly the water parks and pool areas). Once accepted, a visitor can access the Campsite during a time slot determined by the Campsite. Any visitor permitted onto the Campsite agrees to respect the Campsite's house rules and will remain the responsibility of the Customer hosting them.

> Price definition

The price applicable to the stay will be the price in force on the day of the Booking, subject to availability. Accommodation Unit, Pitch, Option prices and other charges are set at the Company's discretion. Rates may vary for similar services depending on the

dates of the stay, the Campsite, or the Booking date, etc.

When the Customer requests a quote, the quote will specify how long it is valid for. The price stated in the quote is no longer guaranteed once the validity date has passed.

Subject to the provisions of Article L.211-17-2 of the French Tourism Code, in the event of an obvious mistake in the published price, such as an extremely low price compared to the average price for the same holiday during the same period, the Company will inform the Customer about said mistake and the contract may be deemed null and void. As a result, the Booking may be cancelled, and the Customer's deposit or all payments made will be refunded without compensation.

> Retroactive effect

The Customer may take advantage of special offers, personal discounts, partner discounts, credit notes, vouchers and/or promotions offered by the Company. The total amount of the Booking will depend on the value of any such benefits applied.

Unless expressly mentioned in an offer and indicated to the Customer, any discount and/or special offer defined during a promotional period will be conditional (in accordance with the information in the offer) and have no retroactive effect.

Special offers and promotions offered by the Company after the Booking date cannot be applied to a Booking that has already been paid for in full or in part.

ARTICLE 5 - BOOKING AND PAYMENT OF THE HOLIDAY PRICE

5.1 The Customer must be of legal age and have capacity to make a Booking. The Company reserves the right to refuse to accept minors not accompanied by their parents or a legal guardian.

At the time of the Booking, the Customer is obliged to provide the first and last names and dates of birth of each person who will be staying and the registration number of the vehicle that will be parked at the Campsite, if applicable. The Company reserves the right to refuse any person not registered at the time of the Booking. The lead Customer on the Booking must be one of the people staying. The number of occupants may not exceed that stated by the Customer when booking (including children) for safety and insurance reasons. Any person exceeding the number of people stated at the time of the Booking may be refused.

5.2 To guarantee a family-friendly atmosphere conducive to rest and relaxation, the Company reserves the right to refuse:

- Group booking(s) made via sales channels for individual Customers (internet, booking offices, tour operators, etc.)
- Booking(s) by a Customer where the number of people staying in multiple Accommodation Units on the same Campsite and for the same period exceeds 12 (twelve) people.
- Booking(s) by a Customer where the number of Mobile Homes or Accommodation Units booked at the same Campsite and for the same period represents more than:
 - o 3 Accommodation Units on the Company's Campsites.
 - o Depending on the site, bookings for more than two or three Accommodation Units by the same individual or by different individuals who know each other and are travelling together for the same reasons on the exact dates at the same Campsite are considered group bookings.

For group bookings as defined above, all Booking requests must be made to the Company's group department. This is the only department authorised to handle such requests. The department can be contacted either by telephone on +33 (0)5 33 092 092 – local call cost – or by email at the following address: reservations@tohapi-naturiste.fr. The Company reserves the right to review group Booking requests in advance to determine whether they are compatible with the Campsite's occupancy during the period requested. Guests may be asked to sign a code of conduct.

5.3 There are four (4) ways to book a holiday:

- **By telephone:** with our Booking teams on +33 (0)5 33 092 092 (local call cost).
- **Online:** on the Websites, in particular www.tohapi-naturiste.fr
- **By email:** at reservation@tohapi-naturiste.fr
- **On site:** at the Campsite reception.

5.4 Booking method

Bookings for a stay at the Campsite are made as follows:

- 1)** The Customer selects the Campsite of their choice based on its description.
- 2)** The Customer selects the length of stay, departure date, number of participants/occupants and the Accommodation Unit or Pitch type.
- 3)** The Customer can enter any discounts or special offers, if they have any, by entering the relevant codes (partner code/promotion code).
- 4)** The Customer also indicates whether they wish to take out cancellation insurance (see Article 15) and book other Options offered by the Company.
- 5)** The Customer must provide all the required information:
 - To the telephone advisor in the case of telephone Bookings;
 - By completing the mandatory fields (marked with an asterisk) on the Booking form on the Websites in the case of online Bookings.
- 6)** The Customer books in the name of and on behalf of all individuals (holidaymakers) stated in the Booking. The Customer certifies and shall ensure that all the information provided is correct.
- 7)** The Customer is shown a summary or receives a document containing all information about the dates, the services chosen and the total price, enabling them to check the details before placing their order. It is the Customer's responsibility to ensure that all the information displayed matches the information they selected. Note that any subsequent amendment or cancellation of the order may result in charges in accordance with these General Terms and Conditions.
- 8)** The Customer completes their order or expressly accepts the quote, having read and accepted the Company's General Terms and Conditions of Sale.
- 9)** The Customer chooses their payment method and pays the sums according to the chosen payment schedule (see Article 5.7).

In the case of online or telephone bookings:

- and payment by debit/credit card, the Booking is completed immediately and final in the absence of any incident with the payment;
- and payment by cheque, bank transfer or holiday vouchers, the Booking is only completed and final upon receipt of payment a maximum of seven days after the date the Booking was made.

In the case of a Booking by email, the Booking is only completed once the Company has checked the availability of the Accommodation Unit(s) or Pitch(es) requested by the Customer.

In the event of unavailability, the Company will contact the Customer to offer an alternative Accommodation Unit or Pitch.

The Booking will be completed and final once the Customer has made their choice.

The Company will send the Customer a document confirming their Booking, these General Terms and Conditions of Sale and a payment report.

If no alternative offer can be found together with the Customer, the Company will reimburse all sums already paid by the Customer without delay and within thirty (30) days of receipt of the Booking request at the latest.

10) The Customer will receive confirmation of their Booking by email. This will constitute the agreement concluded between the Customer and the Company.

11) The Voucher enabling the Customer to take advantage of their stay will be sent to the email address indicated by the Customer four (4) weeks before the start of their stay, subject to payment of the balance. However, where applicable, the Customer will still be obliged to pay the Booking balance no later than four (4) weeks before arrival at the Campsite.

5.5 Payment methods

The following payment methods are accepted depending on the Booking method chosen:

- **Debit/credit card** for all Booking types.
- **Cheque** made payable to "S.A. SOCNAT" to be sent by post to the following address as indicated in Article 17 of these General Terms and Conditions:
TOHAPI NATURISTE Customer Service, 46 Avenue de l'Europe, 33930 Montalivet, France
Enclose the slip from the Booking confirmation you received.
- **Agence Nationale pour les Chèques-Vacances (French National Holiday Vouchers Agency – ANCV) Holiday Vouchers:** when using this payment method, the duly completed ANCV Holiday Vouchers must be sent to the Company at the address indicated in Article 17.1 by registered letter with acknowledgement of receipt or any other secure means.
Vouchers must be sent detached from the booklets without staples or paper clips. Include the slip from the Booking confirmation received in advance in the letter and send to the address indicated in Article 17.1.
Only holiday vouchers actually received will be counted. It is the Customer's responsibility to check the number of vouchers before sending and to keep the counterfoils of the holiday vouchers sent.
Outdated, expired and/or fake ANCV Holiday Vouchers will not be accepted.
Under no circumstances may the Company be held responsible for the non-receipt of ANCV Holiday Vouchers.
- **Bank transfer** to the bank account details specified below, quoting the booking number shown on your holiday confirmation, quote or option.

COMPANY BANK ACCOUNT DETAILS

SOCIETE GENERALE		Relevé d'identité bancaire	
Titulaire du compte:	SA SOC-NAT		
Domiciliation:	SG SETE CANAL ROYAL (01435) 5 QU DE LA RESISTANCE - 34203 SETE		
30003	00280	00021185370	53
Code banque	Code Guichet	Numéro de compte	Cle RIB
Identification internationale (IBAN) FR76 30003 00280 00021185370 53			
Identifiant international de la banque (BIC) SOGEFRPP			

All payments must be sent to the address indicated in Article 17 below.

5.6 It is the Customer's responsibility to pay the holiday price balance using one of the payment methods specified in these General Terms and Conditions no later than four (4) weeks before arrival. If payment is not received within this period, the Company reserves the right to consider the Booking cancelled, and the terms of Article 14 will then apply.

In the case of payment by debit/credit card, the Customer will be responsible for contacting the Company again if their debit/credit card is no longer valid or active during the payment period.

If the deposit is paid by debit/credit card, the Booking is confirmed immediately.

If the deposit is paid by (ANCV) holiday voucher or cheque, the ANCV holiday vouchers, bank transfer or cheque must be received by the Company at the address indicated in Article 17 within five working days for the Booking to be confirmed. After this time, the Booking will be cancelled automatically.

If the Customer has already paid for the holiday by debit/credit card, bank transfer or cheque and wishes to use their ANCV Holiday Vouchers in accordance with the provisions of Article 5.5,

the Company will then reimburse the amount paid within a maximum of 30 days in accordance with the following terms and conditions:

- either directly to the debit/credit card used, provided that it is valid at the time of the Booking and at the time of the refund;
- or by SEPA transfer.

Payment by ANCV Holiday Vouchers will no longer be accepted for a reimbursement from fifteen (15) days before the start of the holiday. If the total amount of the holiday vouchers is greater than the cost of the holiday, the Company will not pay the difference if it is less than or equal to ten euros (EUR 10.00).

In the case of payment by (ANCV) holiday voucher on site: a deposit of 25% of the total cost of the stay must be paid at the time of the Booking. The Company will retain the deposit in the event of cancellation or no-show.

5.7 At the Customer's request, the Company will send a receipted invoice and a certificate of stay after the Customer's stay.

5.8 Extending your stay on site

If you wish to extend your stay on site, subject to availability, you must pay for the extension at the Campsite reception.

ARTICLE 6 – ADMISSION TERMS

6.1 At some naturist Campsites, single guests or Customers wishing to stay at a naturist Campsite for the first time must be sponsored before their Booking request is accepted (full conditions can be found in each Campsite's house rules).

6.2 The Booking can only be confirmed after receipt of the naturist charter completed and signed by the Customer.

All Customers are required to comply with the Campsite house rules.

The Company's Campsites are family-oriented. All Customers are required to act in strict compliance with the Campsite's internal regulations. The Company reserves the right to refuse or immediately exclude outright any person whose conduct is incompatible with the naturist ethic.

ARTICLE 7 - YOUR STAY

7.1 Arrival and Departure days and times vary depending on the Campsite and are indicated on the Company's Websites, such as www.tohapi-naturiste.fr.

This information is also indicated on the Voucher sent to the Customer.

If the Customer cannot arrive within the times indicated, they must contact the Company representative (using the telephone number on their Voucher) before 6 p.m.

The Company will not grant even a partial refund in the event of arrival outside the authorised times or after the scheduled arrival date, or in the event of the Customer's early departure.

If the Customer then fails to arrive the day after the scheduled date without having notified the Company representative, their Booking may be cancelled without any refund being granted. The Company will be authorised to re-let the Accommodation Unit or Pitch within 48 hours, without any right on the part of the Customer to object.

7.2 It is the Customer's responsibility to carry out an inventory (inventory of equipment, condition of equipment and state of cleanliness) of the Accommodation Unit within 24 hours of arrival. Any complaints must be submitted to a Company representative. The latter will do their best to rectify the situation promptly. Similarly, any incident during the stay must be reported to the Company representative, who will do their best to remedy the situation.

7.3 Water parks, pool areas and optional equipment and facilities

The Customer undertakes to comply with, and to ensure that all guests staying in the Accommodation Unit or Pitch comply with, the house rules of the water parks and pool areas and Campsite on which the Accommodation Unit or Pitch is located, particularly the compulsory conditions concerning nudity.

The Customer is hereby informed that:

- Lifeguards have the authority to ask those failing to abide by the rules to leave.
- Individual charcoal barbecues are prohibited. Electric barbecues and gas grills are permitted. Depending on the Campsite, there may also be communal barbecue areas available for Customers to use.
The Customer is responsible for contacting a representative of the operating Company beforehand to find out which barbecue and grill types are allowed on the Campsite.

In the event of non-compliance with the house rules and, where applicable, the water park and pool area rules, or these General Terms and Conditions, and/or an attitude that is contrary to the Campsite's peaceful and quiet atmosphere by a Customer and/or guests staying in the Accommodation Unit or Pitch in question, the Company may, after an unheeded formal notice, or immediately depending on the seriousness of the conduct, ask the person(s) in question to leave the Campsite before the end of their stay. This situation will not give rise to any right to even a partial refund for the stay. Group members are individually bound to abide by the house rules.

7.4 Pets

Pets must be mentioned at the time of Booking.

- **Dogs (except categories 1 and 2):** unless otherwise stated and subject to the specific terms for each Campsite indicated in the Brochures and/or on the Websites, dogs are permitted at Tohapi Naturist Campsites. They must be kept on a lead on the Campsite. No dog may be left alone in an Accommodation Unit or on a Pitch.
Information is available on the Websites.
- **Cats:** permitted. The pet must be kept inside the Accommodation Unit or on the Pitch under the full responsibility of its owner.

The Customer must carry the pet's up-to-date vaccination record throughout the stay. Authorised pets must be tattooed or micro-

chipped. They are the sole responsibility of their owners and must be kept on a lead. They must not be left unattended anywhere on the site (in the Accommodation Unit, on the Campsite Pitch or in a car). Only one cat/dog is permitted per Accommodation Unit. Although pets are permitted on the Campsite, bringing them will incur a charge. The rate may vary depending on the Campsite.

7.5 Unless otherwise stated in the Campsite house rules, tents are not permitted on Pitches other than bare Pitches.

7.6 The Customer must take the necessary steps, particularly if they are going to a Campsite located on an island, to book their transport sufficiently far in advance to ensure they can get to the Campsite on the dates corresponding to their stay. When staying outside France, the Customer is solely responsible for complying with their destination's arrival and stay conditions.

Before Booking, Customers are also advised to consult the travel advice for their destination on <https://www.diplomatie.gouv.fr/en/>.

ARTICLE 8 - CAMPSITE SERVICES

The Company makes every effort to keep the information and descriptions relating to the Campsite Services it offers up to date on all the Websites and Brochures.

Certain activities and facilities offered by the Campsites, and indicated in the description, may be withdrawn or modified, particularly on weather-related grounds, in force majeure situations, or due to malfunctions before or after the season.

Wherever possible, the Company will inform Customers about any work or improvements being carried out on the Campsites during their stay.

ARTICLE 9 - TOURIST TAX

9.1 The provision amount for tourist tax per day and per person over 18 is included in the price of the stay where tourist tax is included in the package.

If the tourist tax is collected separately, it must be paid at the time of the Booking or at the Campsite on arrival.

Tourist tax is collected in France on behalf of communes and municipalities and may be increased by an additional departmental tax or eco-participation fee.

9.2 In addition to the tourist tax, an eco-participation fee may also be collected at certain Campsites (the amount of these fees will be displayed at the Campsite reception) or a local tax depending on the destination.

ARTICLE 10 - SECURITY DEPOSIT

10.1 Depending on the Campsite and if the Customer has not taken a specific option, a security deposit of between EUR 60.00 and EUR 400.00 may be requested on arrival.

Please note that the Campsite reserves the right to withhold all or part of the security deposit in the event of damage to the Accommodation Unit or the Campsite.

If cleaning is not carried out at the end of the stay, the sum of EUR 90.00, depending on the Accommodation Unit and Campsite, will be deducted from the security deposit (excluding bare Pitches).

Additional security deposits may be requested (see Article 10.3).

10.2 The security deposit will be returned to the Customer on departure after the Company representative has performed an inventory of the premises. The Company representative will carry out the inventory and ensure that the Accommodation Unit has been cleaned properly and that there is no damage or deterioration. In the event of obvious damage or if the Accommodation Unit is not left in a clean condition, the Operating Company may invoice the Customer for the cost of repairing or cleaning the Accommodation Unit.

No complaint will be accepted from the Customer in the event of departure without an inventory if the Customer has not given a Company representative a declaratory entry inventory or if the Customer has left the Campsite without carrying out an exit inventory verified by a Company representative. If the Customer fails to submit the declaratory entry inventory, they will be presumed to have taken the Accommodation Unit in a good general condition and state of cleanliness.

In the event of a departure outside normal hours, the Company staff will be the sole judge of the general condition and cleanliness of the Mobile Home, which the Customer accepts. If the rental unit is returned in a good condition, the security deposit will be returned by post, at the Customer's expense, as soon as possible.

10.3 The Campsite may ask for additional security deposits for the equipment needed to access the Campsite (e.g. magnetic cards for automatic barriers) and/or to use the Campsite Services.

ARTICLE 11 - RIGHT TO CANCEL

Pursuant to the provisions of Article L.221-28 12° of the French Consumer Code, the Company hereby informs the Customer that the sale of accommodation services provided on a specific date or according to a specific frequency is not subject to the provisions relating to the 14-day cancellation period, which cannot be applied to the Booking.

On the other hand, Law no. 2014-344 of 17 March 2014 gives the Customer the option to cancel the cancellation insurance within 14 days of taking out the policy, only if the insurance taken out covers a risk for which the Customer is already insured and if the Customer provides proof of this prior cover. However, cancellation is only possible if no guarantee has been implemented on the date of the cancellation request.

ARTICLE 12 - LIABILITY

> Hoteliers' liability

The outdoor hotel industry does not fall within the scope of the hoteliers' liability provided for in Article 1952 of the French Civil Code. Consequently, the Company cannot be held liable for the loss, theft or damage of personal belongings in our Campsites, car parks, public access buildings or premises for shared use (bicycle rooms, toilets, etc.)

> Website warranty and liability

The Company only has a best endeavours obligation for all stages of Website access, the Booking process and any subsequent services.

> The information provided on our Websites and in our Catalogues is accurate upon the date of the Booking. However, this information is subject to change.

> The photographs illustrating our Accommodation Units or Pitches on the Websites and in the Brochure are for illustrative and information purposes only. Models cannot be guaranteed.

> The Company may not be held liable for any false, misleading or erroneous information mentioned in the Catalogues or on the Websites concerning the Campsites, and in particular the presentation photos, descriptions, activities, leisure activities, services and dates of operation due to the sharing of photographs by the Companies or any other third parties over which they have declared rights.

> Although the Company makes every effort to maintain an operational service, it cannot offer any guarantee as to the continuity of access to its Websites and therefore accepts no liability for any direct and/or indirect damage caused by the inability to access them in whole or in part or which may arise from the use of the service by an internet user.

> The Company may not be held criminally or civilly liable for the consequences resulting from inappropriate or unauthorised use of the Websites or their content by users or any other third party.

> In addition, the Company shall not be held liable for the non-performance or improper performance of the contract entered into in the event of fault on the part of the Customer, force majeure, exceptional circumstances or the unforeseeable and unavoidable act of a third party related to the supply of the services provided for in the contract.

> In any event, if the Company is found liable for any reason whatsoever, any compensation for direct or indirect damages will be limited to the cost of the stay.

> The comfort level indication given to Campsites outside France corresponds to a classification based on local standards in the host country, which may therefore differ from French standards (Atout France classification).

ARTICLE 13 - CHANGES

13.1 Changes by the Customer

On request, the Customer may request a change to their stay (Campsite, dates and/or Accommodation Unit or Pitch type), subject to availability and capacity. The Customer may request a change to their Booking only once during the season and no more than two weeks before the start date of the holiday. No deferrals to the following season will be accepted.

- An administrative fee of twenty-five euros (EUR 25.00) will be charged for changes to the stay;
- If the cost of the new stay is higher, the Customer must pay the difference between the two Bookings. If the amount of the new stay is less than that of the initial stay, the difference may be reimbursed, and the above-mentioned administrative fees for changing the stay will apply.

The Customer's attention is drawn to the fact that in the event of a change to the holiday, they will not be able to take advantage of any promotions after the initial Booking. The date of the first Booking will be authoritative in this respect.

If the Company cannot accommodate the Customer's change request, the initial stay will be maintained unless cancelled by the Customer.

13.2 Changes by the Company

The Company may need to change the holiday before it begins. In this case, it will do its utmost to inform the Customer as soon as possible, in a clear and comprehensible manner and on a durable medium, of the conditions surrounding such a change.

The Company must inform the Customer of the price implications when notifying them of the change. The Customer must respond to the Company's alternative proposal within the period indicated.

The Customer may:

- *Either cancel the Booking, take no action or refuse.* The Company will then refund all payments already made, including Booking fees and any insurance taken out, as soon as possible after notification of the Customer's cancellation.
- *Or agree to attend the changed holiday.* If this change results in a reduction or increase in the price of the stay compared to the initial Booking amount, the Company will cover this price difference, namely by refunding the difference to the Customer.

The Company will automatically cancel the holiday if the Customer fails to reply within the time limit indicated.

In the event of a Booking at a Campsite that the Company no longer markets during the season, the Company may modify the Customer's stay in accordance with the provisions of Article 13.2.

ARTICLE 14 - CANCELLATION

Cancellation of the Customer's Booking is only effective if the Company has issued a document notifying the Customer of the cancellation. Without this document, the Booking and all the contractual obligations arising from it remain full and complete.

14.1 Cancellation by the Customer

If the Customer cancels the Booking

- More than 12 weeks (85 days) before the start of the holiday, the Company undertakes to reimburse the Customer for all sums paid, less a flat-rate processing fee of EUR 50.00.
- Between 12 weeks (84 days) and nine weeks (63 days) before the start of the holiday, the Company undertakes to refund the Customer 50% (fifty percent) of the cost of the holiday. The booking fee remains the property of the Company.
- Less than nine weeks (62 days) before the start of the holiday, the Company reserves the right to retain all sums paid, including booking fees.

If the Customer has not paid the full amount of the holiday less than four weeks before it begins, the Company will consider that the Customer has cancelled the holiday and reserves the right to retain all sums already paid, including booking fees, in accordance with the above provisions.

14.2 Cancellation by the Company

In accordance with Article R.211-10 of the French Tourism Code, the Company has the right, before the Customer's departure, to cancel the Booking for any reason whatsoever without any alternative solution or possibility of relocation. In this scenario, all sums paid by the Customer will be refunded, and compensation equal to the penalty that the Customer would have paid if they had cancelled the stay on that date (see 14.1).

14.3 Exceptional circumstances

In accordance with Article L.211-14 of the French Tourism Code, and subject to special dispensation being granted by the competent authorities, in the event of cancellation by the Company or by the Customer prior to departure and if the cancellation is due to exceptional and unavoidable circumstances occurring at the destination or in the immediate vicinity of the destination and having significant consequences on the performance of the contract, the amount of the holiday will be refunded in full, but no additional compensation will be payable by the Company.

These conditions will apply in the event of a travel ban issued by the government authorities, formally prohibiting travel in the area where the Campsite is located, or in the event of a general population lockdown ordered by the government authorities prohibiting the Customer from travelling to the stay destination on the dates booked. On the other hand, it should be noted that individual isolation, even if compulsory, in the event that the Customer is suffering from an illness, and/or the absence of a health or, where applicable, vaccination passport, valid for the entire duration of the holiday, will not be considered grounds for cancellation of the holiday or to change it without incurring fees. In this respect, and after checking the cover provided, it is advisable to take out cancellation insurance.

14.4 Transfers

The Customer may ask the Company to transfer the contract to a person who meets all the conditions applicable to the contract. The Customer and their transferee will be jointly and severally liable for payment of the balance and any expenses, fees or other additional costs incurred as a result of this transfer. The Company will inform the Customer of the actual costs of the transfer. The transfer fee is fifty euros (EUR 50.00).

ARTICLE 15 - CANCELLATION INSURANCE

Holiday cancellation and interruption insurance is available to the Customer. The Customer may take out this insurance with Gritchen Affinity, a partner of the Company.

The insurance will take effect subject to full payment of the insurance premium when the holiday is ordered and booked with the Company providing the services of its insurance partner Gritchen Affinity via its holiday booking methods described in these General Terms and Conditions. The premium is non-refundable unless the Customer invokes the provisions relating to the cancellation period for insurance products and is ultimately intended for Gritchen Affinity.

In the event of a claim, the Customer must notify the company within five days of its occurrence, either:

- **By email:** sinistres@gritchen.fr
- **By completing the form accessible via the dedicated link on the Website** <https://www.tohapi.fr/cga/>
- **By completing the form available at the following link:** <https://www.declare.fr/>

The complete general terms and conditions of the above-mentioned insurance are available on request and can be viewed online on the Websites.

The holiday cancellation and interruption insurance will reimburse all sums paid (excluding the excess, insurance premium and booking fees) before the holiday arrival date in the event of a covered event giving rise to a claim.

If the holiday is interrupted, a pro rata amount will be calculated for the unused portion of the stay. Any refund will be equivalent to the number of nights not used.

Any request made to the insurance partner using the form will be firm and final and will result in cancellation of the booking by the Company. The Customer may not claim any compensation, reimbursement or indemnity from the Company, or request that the Booking be kept if the insurer refuses the Customer's cancellation request.

ARTICLE 16 - COMPLAINTS

16.1 Where possible and without delay, the Customer must report any complaint during the holiday to the operating Company, so the latter can make every effort to remedy the non-conformity or corroborate it and meet the Customer's expectations to the greatest extent possible.

16.2 If it is not possible to remedy the non-conformity on the spot, the Customer may submit a complaint in writing to Customer Services as soon as possible so they can attempt to remedy the situation. To be able to examine the complaint as effectively as possible, the Customer is asked to provide all the factual information (photographs, videos, etc.) that they can gather as soon as possible unless the non-conformity has been observed on site by the Company.

Any complaint relating to the Customer's stay must be sent by post to the following address: *TOHAPI NATURISTE Customer Service, 46 Avenue de l'Europe, 33930 Montalivet, France* or by email to service.qualite@tohapi-naturiste.fr

16.3 If the Customer does not receive a satisfactory response within a reasonable period after contacting Customer Services, they may refer the matter to the Consumer Ombudsman within a maximum period of one year from the date of the written complaint sent by registered letter with acknowledgement of receipt to the Company.

In accordance with Article L.612-1 of the French Consumer Code, within a period of one year from the date of their written

complaint to Customer Services, subject to Article L.152-2 of the French Consumer Code, the Customer may submit a request for amicable resolution by mediation to:

SAS Médiation Solution

Referral by post: 222, chemin de la bergerie 01800 Saint Jean de Niost, France

Internet referral by filling in the form provided:

<https://www.sasmediationsolution-conso.fr>

Referral by email: contact@sasmediationsolution-conso.fr

Pursuant to the provisions of Article 1368 of the French Civil Code, it is expressly agreed that the data stored in the information systems of the Company and/or its partners have evidential value. Accordingly, such data stored on computer or electronic media, if produced as evidence by the Company in any litigation or other proceedings, will be admissible, valid and enforceable between the parties.

To improve the quality of our customer service, we would like to inform you that your telephone calls to our staff may be recorded.

ARTICLE 17 - COMPANY CONTACT DETAILS

All payments and other correspondence should be sent to the following address:

- Postal address:

TOHAPI NATURISTE Booking Department

46 Avenue de l'Europe, 33930 Vendays-Montalivet, France

- **Telephone:** +33 (0)5 33 092 092 (local call cost)

- **Email:** reservations@tohapi-naturiste.fr

ARTICLE 18 - PERSONAL DATA

As data controller, the Company processes personal data (hereinafter referred to as "PD").

1. Purposes (a) Within the framework of the formation, performance and possible follow-up of the holiday contract, particularly in relation to managing the recovery of unpaid amounts and any complaints/disputes (b) With the Customer's consent, PD concerning them is collected and processed to communicate information about our products and offers and services from the Company and/or other entities in the VACANCESELECT group. In particular, the following are considered ECG Group brands and/or entities: TOHAPI, TOHAPI NATURISTE, VACANCESELECT, MOBIL HOME+, VS CAMPINGS FRANCE. An asterisk indicates the mandatory data processed.

2. The data collected is intended for the Company, in its capacity as data controller, for the Company responsible for providing the service covered by the holiday contract and any subcontractors, where applicable.

3. The Company and its subcontractors shall implement technical and organisational measures to ensure the security and protection of the PD

4. Retention periods - The Company will keep the PD for as long as necessary for the performance of the holiday contract. It will then be archived in accordance with the applicable legal provisions. Data relating to canvassing operations will be deleted within the legal deadlines. For more information about our PD privacy policy and the processing of your data, please see our privacy policy accessible on the Website.

5. If the Company processes your PD, you have the right to access, rectify or delete your PD (right to be forgotten), to limit the processing of your PD, to object to its collection and processing and to not be subject to a decision based on automated processing. You also have a right to the portability of your PD, and in some instances, you can object to the processing of your PD and provide instructions on what happens to your PD in the event of your death.

You can also oppose telephone canvassing by registering on the BLOCTEL list.

To exercise the above rights free of charge and for any request concerning your PD, you can contact the Company's Data Protection Officer:

- By post at the following address: *VACANCESELECT – Data Protection Officer – Bâtiment NEOS II - 130, rue de la Jasse de Maurin CS 81078, 34070 Montpellier Cedex 3 – France*
- Or by sending an email to the following address: dpo@vacanceselect.com.

The latter may ask you for valid proof of identity. This must be sent by post for security reasons.

ARTICLE 19 - GENERAL PROVISIONS

19.1 If any clause in this contract is rendered null and void by a change in legislation or regulations or by a court ruling, this shall in no way affect the validity of and compliance with these General Terms And Conditions.

19.2 All Bookings are strictly personal to the Customer who made them, so the rights and obligations resulting from the contract may not be transferred to third parties in any form or for any reason whatsoever by the Customer without the Company's prior written authorisation.

19.3 The Customer undertakes to comply with the provisions of the Campsite's house rules and ensure compliance with the same by all persons staying with them and under their responsibility. In the event of severe or repeated breaches of these provisions and of these General Terms and Conditions, the Customer and those accompanying them may be asked to leave the Campsite before the end of their stay. In this scenario, no claims for reimbursement or compensation will be accepted.

19.4 The Customer must take out third party liability insurance with the insurer of their choice. The Customer is informed that, depending on their insurance company, they may benefit from an extension of cover to include the Accommodation Unit or Pitch occupied at the Campsite.

ARTICLE 20 - REVIEW MODERATION

The Customer is hereby informed and accepts that reviews submitted for the holidays may be used for promotional purposes.

If so, the wording of said reviews may be modified to ensure that it is clearly understood by all parties.

However, the positive or negative tone of the review will never

be changed.

ARTICLE 21 - APPLICABLE LAW AND COMPETENT JURISDICTION

These General Terms and Conditions and the resulting holiday contract are governed by French law.

These General Terms and Conditions have been drafted in French and translated into various languages. Only the French text will be authoritative for the purposes of their interpretation in the event of a dispute.

Any dispute arising between the Parties concerning the formation, validity, interpretation or performance of the holiday contract, which cannot be resolved amicably, will be referred by the first party to take action to the Court of Montpellier (France), except in the case of mandatory public policy provisions to the contrary, notwithstanding multiple defendants or the introduction of third-party guarantors, even in the case of emergency proceedings.

Last updated on 11/05/2023
