TERMS AND CONDITIONS OF SALE CAMPING PARADIS

ARTICLE 1: PURPOSE

These General Terms and Conditions define the respective obligations of the company belonging to the "CAMPING PARADIS" network, Camping Paradis l'Europe, a public limited company (SA) registered under number 794 670 570, represented by its manager, Mr. Pierre SIMON (hereinafter referred to as the "Campsite"), and the customer (hereinafter referred to as the "Customer(s)"), in connection with the sale of stays by the Campsite via the website www.camping-europe-murol.com (hereinafter the "Website") or any other sales medium made available to Customers.

These General Terms and Conditions of Sale (hereinafter the "GTCS") are intended to define the rights and obligations of the parties in connection with the rental of camping pitches (hereinafter "Pitch(es)") and/or rental accommodation (hereinafter "Accommodation") at the Campsite.

ARTICLE 2: ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS AND THE INTERNAL RULES

By booking a Pitch and/or Accommodation at the Campsite, the Customer acknowledges having read and unreservedly and definitively accepted these GTCS.

For online bookings, acceptance is confirmed by ticking the box bearing the following wording: "I acknowledge that I have read the General Terms and Conditions of Sale." This method of acceptance shall have the same value as the Customer's handwritten signature.

For bookings made through another channel (by telephone or on site), the Customer acknowledges having received, together with the booking documents, the internet link providing access to the GTCS and having accepted them. The GTCS are also always available and downloadable from the Website.

The Customer undertakes to read and comply with the Campsite's internal rules (hereinafter the "Internal Rules").

ARTICLE 3: BOOKING

Conditions of booking

A booking may only be made by an adult with legal capacity.

The Customer undertakes to book a stay in their own name and on their own behalf, and to occupy the selected Accommodation or camping Pitch for the duration of the stay.

Minors must be accompanied by their parents or legal guardians.

A booking becomes effective only with the Campsite's agreement, after receipt of the deposit and receipt either of the duly completed and approved online booking contract, or of acceptance of the general terms and conditions during the online booking process, and upon receipt of the balance 30 days before arrival.

Booking arrangements

Camping pitch: The basic package includes a Pitch for a tent, caravan or motorhome for 1 or 2 people, access to the sanitary facilities and reception facilities. Additional charges (extra persons, pets, additional vehicles, etc.) are not included in the basic package and will be added to it. Camping pitches can accommodate a maximum of 8 people (including babies).

Rental accommodation: Rental accommodation is equipped. Depending on the type of accommodation, the basic package is for 1 to 12 people (including babies).

Camping Paradis l'Europe reserves the right to refuse access to the Campsite to groups or families arriving with more participants than the capacity of the accommodation rented (including babies).

If the Customer confirms their option and pays the deposit requested by the Campsite within the specified time limit, using one of the payment methods referred to in Article 6 of the GTCS, the option becomes a provisional booking, subject to the Customer receiving a confirmation email from the Campsite at the email address provided.

The Customer may make a booking on the Website and create an account. The Customer selects the Accommodation or Pitch according to the availability offered by the Campsite.

For bookings made online, the booking shall have contractual value only once the deposit has been paid and written booking confirmation has been received by email, summarizing all information relating to the stay.

If the balance for the Accommodation has not been paid within thirty (30) days before the Customer's arrival, the stay shall be deemed cancelled and the cancellation conditions set out below shall apply.

Payment for the booking

Accepted payment methods: Both the deposit and the balance may be paid using the following methods: bank cheque, holiday vouchers (Chèques-Vacances), Chèques-Vacances Connect, cash, bank card, or domestic or international bank transfer.

Payment terms: For rental accommodation and camping pitches booked more than 30 days before the start of the stay, a deposit of 30% of the price of the services booked must be paid at the time of booking. The balance must be paid no later than 30 days before the start date of the stay at the Campsite.

For bookings made less than 30 days before the start date of the stay, the full amount must be paid at the time of booking.

For events and groups, the full amount will be payable at the time of booking.

Participants in the stay

Group bookings: Every participant in the stay, regardless of age, counts as one occupant for the purposes of capacity limits, including babies and young children.

Customers – Minors: For safety reasons, minors who are not accompanied by their legal guardians throughout their stay are not permitted at the Campsite.

Maximum capacity: For safety and insurance purposes, the maximum permitted capacity for each booked Accommodation or Pitch must be observed.

If, on arrival, the number of occupants is found to exceed the maximum capacity specified for the booked Accommodation or Pitch, the Campsite reserves the right to refuse access, with no possibility of a refund for the booked stay.

ARTICLE 4: NO RIGHT OF WITHDRAWAL

In accordance with Article L.221-28 of the French Consumer Code, the Campsite informs its customers that the sale of accommodation services provided on a specific date or during a specific period is not subject to the provisions relating to the 14-day withdrawal period.

ARTICLE 5: SERVICES

Pitch

A Pitch is an undeveloped plot intended to accommodate the Customer's tent, caravan or motorhome.

The price of the Customer's stay is calculated based on a basic package for 1 to 2 people, with the price beyond that determined according to the number of participants (hereinafter the "Rate").

The maximum capacity is 8 people.

The Rate includes rental of the Pitch, on which the Customer may set up one of the following combinations, but not more than one:

– one tent and one vehicle; OR – one caravan and one vehicle; OR – one motorhome.

The Rate also includes access to reception facilities, entertainment and sanitary facilities.

Additional charges (extra persons, additional vehicles, pets, etc.) are not included in the Rate and will be added to it.

Accommodation

Rental accommodation is equipped.

Depending on the type of Accommodation, the basic package is for 1 to 12 people (including babies).

The Campsite reserves the right to refuse access to groups or families arriving with more participants than the capacity of the Accommodation rented.

ARTICLE 6: RATES, TOURIST TAX AND ECO-CONTRIBUTION

Rates

The applicable price shall be the rate in force at the time of booking.

Prices are quoted in euros (€) and include all taxes (VAT included), but do not include the tourist tax, local taxes or any additional charges. Any change or adjustment to the applicable tax rate, as well as any changes to taxes applicable to the stay as at the invoice date, may be passed on to the price of the stay. The Campsite reserves the right to adjust its rates in the event of a change in tax rates or in the VAT rate (10%).

Regardless of the package selected (Pitch or Accommodation), additional charges may apply for extra persons, additional vehicles, additional tents, pets and visitors.

Dynamic pricing

The Company applies dynamic pricing (price adjustments according to fluctuations in demand). As a result, rates may increase or decrease.

Consequently, different Customers may have paid different prices for the same stay.

Customers who have paid the higher price shall under no circumstances be entitled to a refund of the difference between the price charged to them and a promotional or lower price paid by another customer as a result of dynamic pricing.

Tourist tax and eco-contribution

A tourist tax collected on behalf of the Municipality of Murol must be paid by the Customer on arrival, per night and per person over the age of 18.

An eco-contribution must be paid by the Customer on arrival, per night and per person. The Campsite is subject to charges relating to the extraction of natural resources (clean water) and waste treatment (wastewater, household waste, etc.). This contribution is therefore a budgetary charge intended to offset these costs and raise awareness (€0.90 per person per night).

Booking fees

Administration fees amount to €20 per rental unit and/or camping Pitch, and €40 for subsidized stays and TRIBU stays (excluding groups).

ARTICLE 7: PAYMENT

Deposits and deadlines

For bookings made more than 30 days before the start of the stay, a deposit of 30% of the price of the services booked must be paid at the time of booking.

The balance must be paid no later than 30 days before the start date of the stay at the Campsite.

For bookings made less than 30 days before the start date of the stay, the full amount must be paid at the time of booking.

Failure to comply with payment terms

Furthermore, if the payment terms set out above are not complied with, the Service Provider reserves the right to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend performance of its obligations.

Accepted payment methods

The following payment methods are available for both the deposit and the balance:

– Bank card: Carte Bleue, VISA or Mastercard online via the Website (secure payment).

– Domestic or international bank transfer: IBAN: FR76 1009 6185 5000 0400 4280 193; BIC: CMCIFRPP. Mandatory reference: BOOKING SURNAME.

– Bank cheque: payable to “Camping Europe”. It must be sent within 7 days to: Camping Paradis l’Europe – route de Jassat, 63790 MUROL, FRANCE.

– Holiday vouchers (Chèques-Vacances): If this payment method is used, the vouchers must be duly completed and sent to the Campsite by registered post with acknowledgement of receipt and declared-value postage, to: Camping Paradis l’Europe – route de Jassat, 63790 MUROL, FRANCE. The holiday vouchers must be sent with their original stubs, all detached from the booklet and not stapled, attached or taped to any support. The “Holder’s name” field must be completed.

Otherwise, the Campsite accepts no responsibility for any loss or theft while the Customer’s payment is in transit.

– Chèques-Vacances Connect.

ARTICLE 8: CANCELLATIONS AND AMENDMENTS

Amendment or cancellation by the Customer

Customers are reminded that they do not benefit from a right of withdrawal, in accordance with Article L221-28-12 of the French Consumer Code.

Any request to amend or cancel a stay must be sent to the Campsite by email at contact@camping-europe-murol.com or by registered letter with acknowledgement of receipt to: Camping Paradis l’Europe – route de Jassat, 63790 Murol, France.

The Customer may request a change to their stay at the same Campsite (dates or type of accommodation). Subject to feasibility, administration fees may be charged depending on the request.

Without prejudice to the requirement to pay the full outstanding balance before departure, any amendment requested by the Customer is possible and may incur amendment fees.

Any amendment request must be confirmed in writing by the Customer and remains subject to availability and acceptance by the Campsite. If the Customer wishes to extend their stay, the rate in force at that time shall apply. Any change requested by the Customer from a higher-range to a lower-range accommodation shall not give rise to any refund.

Any request by the Customer to shorten the duration of their stay shall be treated as a partial cancellation and shall be subject to the cancellation and interruption-of-stay terms.

In the event of cancellation or amendment, the Campsite will charge at least the following amounts:

– More than 30 days before the start of the stay: 30% of the price of the stay + administration fees + insurance fees (if insurance was taken out).

– From 30 days to less than 30 days before the start of the stay: 100% of the price of the stay + administration fees + insurance fees (if insurance was taken out).

Amendment or cancellation by the Campsite

If the Campsite cancels the Customer's stay for a reason that does not constitute force majeure, as defined by established case law, the Campsite shall notify the Customer by email as soon as possible.

The Campsite shall use its best efforts to offer the Customer an alternative solution.

If the Customer does not agree to the proposed alternative, all sums paid shall be refunded in full within 72 hours.

ARTICLE 9: CANCELLATION INSURANCE

The price of the stay does not include cancellation insurance. Such insurance is optional and is offered during the booking process.

We recommend that you take out cancellation or interruption-of-stay insurance when booking (7%).

It cannot be taken out after the deposit has been paid.

ARTICLE 8: THE STAY

Arrival

Pitches: arrivals are from 3:00 p.m.

Rental accommodation: on the day of arrival, you will be welcomed from 5:00 p.m., when the keys to your rental accommodation will be handed over. The equipment provided in the rental accommodation is subject to a detailed inventory. The tenant must check it on arrival and report any irregularities to reception. The Campsite does not require a security deposit and operates based on mutual trust.

During your stay

The Campsite accepts no liability for incidents falling within the camper's civil liability. All customers must comply with the provisions of the Internal Rules. Each named tenant is responsible for any disturbance or nuisance caused by the people staying with them or visiting them.

Departure

Rental accommodation: on the departure date stated in your contract, the rental accommodation must be vacated before 10:00 a.m. An appointment must be arranged 48 hours in advance. The accommodation must be returned in a perfectly clean condition. The inventory may be checked, and you will be responsible for any broken or damaged items, as well as for restoring the premises if necessary.

If the accommodation has not been cleaned before departure, a cleaning fee of at least €100 including all taxes will be charged (€200 for TRIBU accommodation).

Camping Pitches: on the departure date stated in your contract, the Pitch must be vacated before 12 noon.

For any late departure, an additional day may be charged at the current nightly rate.

Services not used

No refund shall be granted for any service not used because of an interrupted or shortened stay (late arrival or early departure), or failure by the Customer to arrive at the Campsite.

If the Customer does not arrive and the Campsite receives no notification from them, the Campsite reserves the right to re-let the accommodation after 24 hours.

Liability

In accordance with the legislation in force (Article 1952 of the French Civil Code), the sale of tourist stays does not fall within the scope of hoteliers' liability.

Consequently, the Campsite shall not be liable for the loss, misplacement, theft or damage of personal belongings, particularly in the Accommodation, on the Pitch, in communal areas or in adjacent car parks.

The Customer is responsible for the security of their Accommodation/Pitch during their stay and must ensure that it is appropriately insured. Certain precautions may help prevent inconvenience, in particular locking doors, patio doors and windows before leaving the premises.

Temporary unavailability of certain services

The services and facilities offered (swimming pool, restaurant, activities, entertainment, etc.) may not be available throughout the year, particularly for weather-related reasons or in cases of force majeure, or may not operate during every season. They may therefore be temporarily unavailable during all or part of the Customer's stay.

Any difficulty affecting these services for a reason beyond the Campsite's control shall not give rise to a refund or reduction in the price of the stay.

The Campsite shall use its best efforts to inform the Customer of any works or improvements being carried out during their stay.

Termination of the booking contract in the event of a breach by the Customer

The booking contract shall automatically be terminated due to the Customer's actions in any of the following situations:

– If the Customer fails to arrive at the Campsite within 24 hours of the start of the stay, without justification or notification of their arrival. The Campsite shall then consider that the Customer has forfeited their accommodation after the 24-hour period. Any amounts paid shall be retained, where applicable, and no refund shall be made.

– In the event of repeated breaches, meaning that the Customer or their accompanying persons breach the rules after receiving an email warning instructing them to comply with the Internal Rules, the Campsite reserves the right to terminate the stay contract with immediate effect. In such circumstances, the Customer must leave their Accommodation and/or Pitch within three hours of termination of the contract, which shall be notified by email. No refund shall be made by the Campsite.

ARTICLE 9: INTERNAL RULES

The Customer undertakes to read the Campsite's Internal Rules before arrival. The Customer acknowledges that these Internal Rules shall govern their stay in addition to the GTCS.

The Internal Rules are displayed at the entrance to the establishment and at reception.

During their stay, the Customer undertakes to comply with the Internal Rules and to ensure that the people staying with them and/or their visitors, for whom they are responsible, also comply with them.

In the event of non-compliance with the Internal Rules, the Campsite shall have the authority to enforce them and, if necessary, to take any appropriate disciplinary measures, up to and including the Customer's expulsion from the Campsite without reimbursement of the price of the stay.

ARTICLE 10: VISITORS

Visitors are permitted within the Campsite after reporting to reception and paying the visitor fee.

Visitors shall not have access to the Campsite's facilities.

ARTICLE 11: PETS

A maximum of two pets is accepted (excluding category 1 and category 2 dogs under French law), subject to a fee payable at the time of booking. Pets must be always kept on a leash. They are prohibited in the areas surrounding the swimming pools, in food shops and inside buildings. Dogs' and cats' vaccination records must be up to date.

ARTICLE 12: AQUATIC AREA

The swimming pool is open from 10:00 a.m. to 6:00 p.m., and until 7:00 p.m. during the high season. It is unsupervised and strictly reserved for Campsite customers. Minors remain under the full responsibility of their parents. The swimming-pool wristband must be worn throughout the stay.

ARTICLE 13: BARBECUES / GRIDDLES

The use of electric barbecues and electric griddles (planchas) is prohibited during your stay. Charcoal barbecues are permitted and are available for hire.

ARTICLE 14: VEHICLES

Only one vehicle is permitted per Pitch. You may be asked to provide your vehicle registration number on arrival. Any additional vehicle will be charged for or must be parked outside the Campsite. The speed limit inside the Campsite is 10 km/h. The entrance barrier is closed from 10:00 p.m. to 7:00 a.m. Vehicles must then be parked outside. Vehicle traffic within the Campsite is prohibited from 10:00 p.m. to 7:00 a.m.

ARTICLE 15: AUTHORISATION TO REPRODUCE AND DISTRIBUTE IMAGES

During the Customer's stay, the Campsite may take photographs and/or make videos within the Campsite for entertainment and/or communication purposes, on any medium, in which the Customer and the people accompanying them may appear.

By accepting the GTCS, the Customer is deemed to authorize the Campsite to use photographs and/or videos in which they appear for the purposes stated above. The Customer undertakes to obtain the same authorization from the people accompanying them. Any specific refusal must be notified to the Campsite in writing.

The Customer or any person accompanying them may, at any time and within a reasonable period, request the removal of any image in which they are identifiable by sending a written request to the Campsite.

ARTICLE 13: CAMPSITE CONTACT DETAILS

For any information or questions, the Customer may contact the Campsite using the following details:

Email: contact@camping-europe-murol.com

Telephone: +33 (0)4 73 88 60 46

Camping Paradis l'Europe – route de Jassat, 63790 MUROL, FRANCE.

ARTICLE 16: COMPLAINTS – DISPUTES

Any complaint by a customer concerning a difficulty during their stay must be set out clearly and sent by registered letter with acknowledgement of receipt to the Campsite no later than twenty (20) days after the end of the stay, at the following address: Camping Paradis l'Europe – route de Jassat, 63790 Murol, France.

Furthermore, where a failure to comply with the services under the contract is identified on site, the Customer must report it to reception within 24 hours, by telephone on +33 (0)4 73 88 60 46 and confirm it in writing by email to contact@camping-europe-murol.com or by post to: Camping Paradis l'Europe – route de Jassat, 63790 Murol, France.

Any request for a case to be reviewed again must be made in writing by the Customer within 14 days of the response sent by the Campsite by email or post. Failing this, the case shall be considered closed.

If the Customer disagrees with the Campsite's handling of the complaint and provided that the Customer has submitted a written complaint to the Campsite less than one year previously, the Customer may use the mediation services offered by the Campsite.

The Customer may submit a mediation request to the mediation service electronically.

Mediation is free of charge, except for any lawyer's fees, expert fees or fees of any other person whom the Customer chooses to involve in the mediation.

The European Commission has also established an online dispute resolution platform to receive any consumer complaints following an online purchase and then forward them to the competent national mediators.

The platform is available at: https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR

ARTICLE 17: GOVERNING LAW AND COMPETENT COURTS

The GTCS are governed by French law.

The GTCS were drafted in French and may subsequently have been translated into various languages.

In the event of a dispute concerning their interpretation, only the French-language version shall be authoritative; translated versions are provided for information purposes only.

If any provision of the GTCS is declared null and void, this shall in no way affect the validity or enforceability of the other provisions, which shall remain fully applicable.

Any dispute or claim arising from these GTCS, whether relating to their validity, interpretation, performance or termination, shall be brought by the more diligent party before the French courts, regardless of the Customer's country of origin, subject to mandatory public-policy provisions.

ARTICLE 18: PERSONAL DATA

The processing of personal data carried out by the Campsite for booking purposes is governed by the Personal Data Protection Charter available on the Website.

In accordance with the French Data Protection and Civil Liberties Act of 6 January 1978, you have the right to access, rectify and object to the processing of personal data concerning you. To exercise these rights, simply submit a request by email to contrats@camping-europe-murol.com, stating your surname, first name and address.

Translator's note: The source document contains inconsistent article numbering (including repeated article numbers) and some legal references or wording that may require verification. These have been translated as written rather than corrected. In the event of a dispute, the source ter