

## GENERAL TERMS AND CONDITIONS FOR RENTAL

Please read these General Terms and Conditions for Rental carefully in order to use the services provided by Homair Vacances via the Homair Vacances brand.

To make the text easier to read, we have used the neutral "they", "their" and "them" to refer to all genders.

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### ARTICLE 1 - PURPOSE

These General Terms and Conditions for Rental set out the terms and conditions for the rental of Campsite Accommodation to an individual client (hereinafter, the "Client")

BY Homair Vacances SAS (hereinafter, the "Company"), a simplified joint-stock company with capital of 11,556,420 euros, Aix-en-Provence Trade Register number 484 881 917, and a registered office at Immeuble Le Derby, 570 avenue du Club Hippique, CS 20405, 13097 Aix-en-Provence Cedex 02, France, represented by its Managing Director, Mr Quentin Schaepeynck

ACROSS all marketing materials provided by the Company, including the Websites, Catalogue and apps

### ARTICLE 2 - TERMS

> "Campsite": depending on the context, a tourism establishment where the Company markets Accommodation, or a tourism establishment where the Client has booked Accommodation or a Pitch.

> "Catalogue": all paper communications materials (and digital versions) showing some or all of the destinations and Accommodation marketed by the Company.

> "Client": natural person who makes and is behind a payment for a Booking on their own behalf. The Client can also be a partner (such as a Social and Economic Committee) that books on behalf of a beneficiary. The concept of a Client is different from the concept of a participant in a holiday, a group, a resident and a collective.

> "General Terms and Conditions": these Terms and Conditions for Rental.

> "Pitch": an Accommodation-free area of land provided to a Client arriving with their own shelter (e.g. tent, caravan or camper van).

> "Accommodation": all Rentals (e.g. mobile homes, lodges and chalets) marketed by the Company.

> "Booking": definitive order for renting Accommodation or a Pitch where the order has been accepted by the Company and the Company has received a payment (including part payment) from the Client. A holiday requires a Booking.

> "Websites": the Company's websites among which homair.com

> "Company": Homair Vacances SAS

> "Advertising Materials": all communications materials used by the Company to promote its products and services, including the Website(s), Catalogue and mobile apps.

> "Visitor": someone who is not one of the participants on the Booking and who visits the Client at the Campsite.

### ARTICLE 3 - APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions and the rental contract generated by a Booking are governed by French law.

These General Terms and Conditions were initially written in French before being translated into different languages. If interpretation is required in a dispute, only the French text is authoritative.

If any clause in this contract becomes null and void due to a change in legislation or regulations, or a court decision, this will not affect the validity or application of these General Terms and Conditions.

Any dispute or challenge regarding their validity, interpretation, implementation or fulfilment should be brought by the first party to act before the courts of Aix-en-Provence (France), no matter the Client's country of origin.

### ARTICLE 4 - APPLICATION AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

**Application** The current version of these Terms and Conditions of Sale is the one published online, which replaces all previous versions.

The Company reserves the right to change these terms at any time.

These General Terms and Conditions apply from the moment the Client makes a Booking, to the exclusion of any other terms, but only if the Company has accepted the Booking, which it may or may not do based on availability and any circumstances that could affect the implementation of the Booking.

The version of the General Terms and Conditions applicable to the Client is the version they are sent as a PDF or on paper when they make their Booking.

The Company cannot accept any challenge, complaint or refund request regarding the interpretation, implementation or fulfilment of these General Terms and Conditions by a third party to the Booking.

**Acceptance** A Booking implies that the Client is fully aware of and accepts all these General Terms and Conditions.

For online Bookings, acceptance is shown by the Client clicking a tick box alongside a statement such as "I have read and accepted all the General Terms and Conditions of Rental". Ticking the box is deemed to have the same value as signing by hand.

If a Booking is made via another channel (phone, in situ, etc.), the Client recognises that they have received a copy of these Terms and Conditions in their Booking documentation.

Accepting these General Terms and Conditions implies that the Client has the necessary legal capacity to enter into a contract, or, if they are incapable of this, that a guardian or custodian has given their consent.

These General Terms and Conditions, the legal notices and the Booking documentation given to the Client comprise the contract package and make up all contractual relations between the Client and the Company.

**Cooling-off period** In line with Article L221-28 of the French Consumer Code, "The right of withdrawal cannot be exercised for contracts: [...] 12) Accommodation services other than residential accommodation, goods transport services, car hire services, catering services or leisure services, to be provided on a set date or at a set time". Therefore, the 14-day cooling-off period does not apply to a Booking for Accommodation or a Pitch.

### ARTICLE 5 - DESCRIPTIONS

The Company does its best to keep all its Advertising Materials updated with information about the services available, and to inform the Client of any substantial changes to this information.

The Client should refer to the written description of the Accommodation or Pitch selected to find out about its features.

The rating (number of stars) given to Campsites in the Advertising Materials correspond to classifications in the destination country.

Prices in the Catalogue refer to the cheapest Accommodation or Pitches for the cheapest times of year, and are subject to availability.

For more details and/or confirmation, contact our Bookings team:

- From England: 0844 369 00 03 (cost for a call to 0844)
- From other countries: +33 484 390 860 (cost of a call to France).

### ARTICLE 6 - ORDERS AND BOOKINGS

**Client obligations** When making a Booking, the Client must:

- grant the Company the rights, permissions and authority needed to place the order in line with these General Terms and Conditions;
- be a listed holiday participant and indeed participate in the holiday;
- provide all the information required by the Company, including contact information for holiday participants;
- recognise that they are making the Booking in the name and on behalf of all holiday participants;
- ensure that the information provided is accurate and true;
- agree to be the only contact responsible to the Company, including regarding financial responsibility and any events that may affect the Booking and the holiday;
- recognise that all Bookings are individual, meaning that the Company must give permission before a Booking is transferred or sub-rented in whole or in part;
- ensure that all documentation provided by the Company following the order (e.g. confirmation page and email) and/or Booking (e.g. holiday voucher) contains the correct information for the services selected.

**Ordering process** There are four ways to order/book a holiday:

- on the Company's Websites;
- by phone with our Bookings team;
- using live chat;
- at some Campsites.

**Booking validity** A Booking results from an agreement concluded between the Company and the Client. This agreement is reached when:

- the Company confirms that the holiday ordered is available;
- AND the Company has a record of payment (including part payment) for the order;
- AND the Company has sent the Client a document confirming the Booking by email or post to the address on the Client's account.

In any case, the Company reserves the right to reject a Booking if:

- there is an ongoing dispute with the Client;
- part or all of a previous order has not been paid for, or payment is late for an ongoing order;
- the information required by the Company has not been provided in full and/or is incorrect, including names, dates of birth, number plates and any other proof of identity.

If a holiday ordered becomes unavailable, the Client will be informed. The Company will refund the money paid by the Client unless a replacement solution is agreed on by the parties, or a specific and exceptional governmental decision is made. This refund may be in voucher form with the Client's agreement.

**Holiday participants** The Company provides holidays designed for families and the Accommodation and Campsites are set up for this purpose. The Company or Campsite therefore reserve the right to reject a Booking and/or refuse access to the Campsite and/or Accommodation or Pitch:

- to any group with more participants than the maximum capacity for the Accommodation or Pitch chosen, for safety and insurance reasons;
- and/or to anyone not mentioned by the Client when making the Booking.

Age is not taken into consideration when counting participants. This means babies, children, teenagers and adults all count as participants.

For obvious safety reasons (swimming pool, possible Campsite evacuation, potential weather warnings), and health reasons (eventual hospitalisation during a holiday), minors are not allowed unless accompanied by one of their legal representatives within the meaning of Article 382 of the French Civil Code.

What's more, our Campsites are not authorised, within the meaning of Articles L227-1 et seq. of the French Social Action and Families Code on protecting minors during school holidays and educational and leisure trips, to provide group or individual holidays outside the family context for minors aged under 18 who are not accompanied by one of their legal representatives as defined in the previous paragraph.

**Pets** Only one dog is accepted per Booking and two extra conditions apply:

- dogs in French categories one and two (according to legislation on the day of the Booking) are forbidden;
- the Campsite must accept dogs.

The Company reserves the right to refuse access to the Accommodation or Pitch if the Client does not meet these conditions.

Any pet participating in a holiday is the responsibility of the Client, who must abide by Campsite rules (e.g. show the dog's vaccination record, keep them on a lead, monitor what the dog is doing, only enter dog-friendly areas, keep out of "no dogs" areas, etc.).

The Campsite may charge for any pets on the holiday. The current pricing at the Campsite on the arrival day applies.

**Further information** The Company is authorised to refuse to admit anyone not listed on the Booking.

The Company deems any order for multiple Accommodation units or Pitches made by a single natural person or by different natural persons who know each other and are travelling together for the same purposes, on the same dates and to the same Campsite, to be a group order. Requests for group Bookings should be submitted in writing via our contact form on the FAQ page of our Website homair.com, selecting the "Booking" request type, or by phone on +33 442 204 725 (cost of a call to France), specifying that it is a group Booking request. The Company reserves the right to consider whether a group Booking request is compatible with Campsite occupancy rates for the requested dates before accepting or rejecting it.

The Client cannot choose exactly where their Accommodation or Pitch will be: they are assigned on arrival.

The minimum rental period is decided by the Company and may change at any time for any Campsite(s). In the High Season (July/August), the minimum period is generally seven nights. In the Low Season, the minimum period is generally two nights.

#### ARTICLE 7 - PRICING

**Price display** All prices are displayed in euros and include VAT.

Outside the basket, on the Campsite descriptions and availability calendars, prices include the services in the section below titled "What the prices include" and do not include the services, taxes and charges in the section below titled "What the prices do not include".

##### What the prices include

- renting an Accommodation unit or Pitch with the equipment described on the Websites;
- water, gas and electricity for the Accommodation rented (for a Pitch, the services included in the price may vary depending on the type of Pitch chosen);
- parking for one car per Booking near the Accommodation unit or Pitch (except where the Client is made aware of this not being the case when they order or review their Booking documentation);
- access to free facilities (e.g. toilet block, sports pitches, etc.) and free services (e.g. entertainment, kids' clubs, etc.) available at the Campsite (except where the Client is made aware of specific Campsite rules when they order or review their Booking documentation).

##### What the prices do not include

By default, the prices do not include anything not mentioned in the "What the prices include" section.

Nor do prices include (except where the Client is made aware of this not being the case when they order or review their Booking documentation):

- additional options or services offered by the Company or Campsite, such as:
  - housekeeping;
  - Wi-Fi;
  - catering (e.g. breakfast, half-board, etc.);
  - an extra parking space;
  - bedding, bathroom towels, beach towels, etc.;
  - equipment (e.g. baby kit, TV, air-conditioning, extra tent, etc.);
  - paid facilities and activities at the Campsite (e.g. wristband purchases, etc.);
- cancellation insurance taken out by the Client;
- administration fees (applicable to one holiday per year)
  - reduced for "digital" payment;
  - standard for all other payment methods;
- tourist tax, refuse charge, eco charge, local taxes, etc. collected by the Campsite in line with local regulations;
- special charges for some holiday participants:
  - Pets (based on the rules and rates applied by the Campsite);
  - Visitors (based on the rules and rates applied by the Campsite);
- security deposit (amount varies by Campsite);
- transport costs.

**Holiday pricing decisions** The prices for Accommodation, Pitches, options, extra services and charges are decided by the Company. They may differ for similar services depending on the holiday date, Campsite, date the Client orders, Advertising Materials, etc.

The "total holiday cost" is provided to the Client when they order online or by phone with our Bookings team, subject to service availability checks. Any price stated before the order (e.g. in the Catalogue) or price changes after the order (e.g. during a promotional campaign) do not affect the "total holiday cost".

If the "total holiday cost" contains a typo or obvious error, or is clearly too low, the Company will inform the Client and may cancel the order and/or Booking.

**Adding services after an order** The Client can add services to their Booking before their holiday, and/or during their holiday (excluding cancellation insurance).

Prices for services added after the order may be higher than prices for services selected when making the Booking.

For services arising from a holiday being extended voluntarily or involuntarily (e.g. early arrival, late departure, etc.), the Client must pay the price applicable on the day of extension.

**Housekeeping costs** Housekeeping costs may vary depending on the Campsite and Accommodation chosen. The Client is told the costs BEFORE THEY PLACE their order.

There are three housekeeping rates:

- A basic rate if the service is ordered before arrival day;
- A higher rate if the service is ordered at the Campsite in the 48 hours after arrival day;
- A charge if the Client has not done the housekeeping themselves.

**Discounts and vouchers** The Client can use promotions, individual discounts (e.g. for loyalty or referrals), partner discounts and vouchers to reduce the total holiday cost.

Unless specifically mentioned in writing to the Client:

- no discount or voucher can be used on an order that has already been paid for in whole or in part;
- discounts applicable during promotions can only be used on an order placed during these commercial operations;
- partner discounts only apply if the beneficiary is the Client who pays for the order;
- no more than one individual or partner discount can be used on a single order.

The Company manually checks that discounts and vouchers used are valid. If a discount or voucher has been used where it shouldn't, the Company will inform the Client and charge them the reduction applied. If the Client does not pay, the Company may cancel the order and/or Booking.

#### ARTICLE 8 - PAYMENT

**Services payable before arrival at the Campsite** The Client must pay the "total holiday cost" in one or up to four instalments.

This payment covers all services added to the Booking except those mentioned in the section below titled "Services payable on arrival at the Campsite".

**Services payable on arrival at the Campsite and during the holiday** On arrival at the Campsite, the Client must pay the following:

- the security deposit as a separate single payment. The deposit amount varies by Campsite;

- tourist tax, refuse charge, eco charge, local taxes, etc. collected by the Campsite in line with local regulations;
- charges for pets on the holiday;
- charges for Visitors.

Any extra services ordered on arrival at the Campsite and/or during the holiday must be paid for immediately.

**General payment provisions** The Company allows Clients to use different payment methods.

If the order is placed more than 30 days before the holiday begins, all money owed must be paid within 30 days of the arrival date.

If the order is placed within 30 days of the holiday beginning, all money owed must be paid when ordering.

For "non-digital" payment (e.g. cheque, bank transfer, holiday vouchers), the Client must:

- state their Booking reference;
- put the Company as the payee name;
- use registered mail if posting the payment.

All payment methods develop regularly. Find more information on the Payment methods page of our Website [homair.com](http://homair.com).

**General provisions for paying in instalments (excluding the Oney Bank financing solution)** The option provided by the Company of paying in instalments is only available when the Client makes their Booking more than 60 days before their holiday start date.

For payment in instalments, the Company provides a payment schedule with the number of instalments, amounts and dates due. This schedule is provided to the Client in writing when they order, and again in the confirmation documents.

In all cases, the Client undertakes to:

- abide by the payment dates and amounts on the schedule;
- ensure that the money payable is available;
- provide current payment details (e.g. bank card that has not yet expired).

If the total holiday cost changes, the payment schedule will be updated and provided to the Client in writing. It then becomes the only valid payment schedule.

If the first instalment is not paid, the order is not validated, meaning no Booking is created.

If a later instalment is not paid, the Client will be informed and must pay the instalment in line with the terms. The Company reserves the right to cancel the Booking for this reason and cancellation terms apply as set out in the "Cancellation" section of these General Terms and Conditions.

**Orders with "non-digital" payment** When the Client places an order and chooses a "non-digital" payment method (e.g. cheque, bank transfer, holiday vouchers, etc.), in a single instalment or multiple instalments, the Company will contact them within five days regarding payment of the amounts mentioned on the order confirmation documents. Until payment is made, the order is deemed a "Booking awaiting payment".

If payment is not made, or an incorrect amount is paid, the order is not validated, meaning no Booking is created.

**Orders with "digital" payment** When the Client places an order and chooses a "digital" payment method (e.g. bank card, PayPal, Bancontact, etc.), they are immediately redirected to the secure website of a Company payment partner.

**General provisions for paying with a credit note** If paying with a credit note, the Client must follow the instructions provided on how to use some or all of their credit when ordering.

**Special terms and conditions for the Oney Bank financing solution** Financing contract - If a Booking is eligible, the Client can pay for their holiday in three or four instalments via the Company's partner Oney. This option is free of charge and does not incur extra fees. It must be selected by the Client when they make the Booking and cannot be applied later. Oney debits the instalments on the dates and using the methods stated in the financing contract. The Company is not party to this financing contract and cannot be held responsible for its implementation. Therefore, if a Booking paid for in whole or in part via Oney Bank is changed or cancelled, further instalments due under the Oney Bank contract will be debited in line with the initial payment schedule. If the Client is eligible for a refund in accordance with the terms for changes or cancellation, the Company will issue this (excluding applicable fees).

**Offer** - Our partner Oney Bank offers a financing solution called 3x 4x Oney that allows you to pay for purchases costing €100 to €4000 by bank card in three or four instalments without any fees.

**Terms** - This offer is exclusively for individuals (adult natural persons) who are resident in France and have a Visa or Mastercard bank card that remains valid while the financing period is ongoing. Cards with systematic authorisation such as Electron, Maestro, Nickel, etc. are not accepted, and neither are e-cards, Indigo or American Express. This offer is only available if the Client makes the Booking within 60 days of the holiday start date.

**How to request credit**

- When finalising your order, click the button for card payment via 3x 4x Oney;
- You will be redirected to the 3x 4x Oney web page with a detailed summary of your order and personalised financing request, which you will need to approve;
- Enter your personal details or, if you already have a 3x 4x Oney account, log in.
- Read the general terms and conditions for payment in instalments that you must agree to. These are provided as a PDF so you can read, save and print them before accepting them;
- Then click the box to say you accept the terms;
- Double-clicking the box saying you are aware of the general terms and conditions is deemed to be your consent to enter into the contract and constitutes full and definitive acceptance of the product terms;
- In the absence of evidence to the contrary, data recorded by Oney Bank is proof of all transactions between you and Oney Bank;
- If you want to use a financing solution provided by Oney Bank, information about your order will be shared with Oney Bank, who will use it to review your request so they can grant, manage and recover credit;
- Oney Bank reserves the right to accept or reject your 3x 4x Oney financing request. You have a 14-day cooling-off period to withdraw from the credit agreement.

**How it works** - Paying in three or four instalments by card without any charge allows you to pay for your order on our Website as follows:

- a compulsory payment is debited on the day your order is confirmed, corresponding to a third or a quarter of the total cost;
- two or three monthly payments, each corresponding to a third or a quarter of the order cost, are debited 30 and 60 days afterwards (payment in three instalments) and 30, 60 and 90 days afterwards (payment in four instalments).

You can pay in three instalments for purchases from €100 to €4000

Example: You make a €600 purchase on 2 May. You pay €200 that day, then two further €200 instalments on 2 June and 2 July. This is a two-month credit agreement with APR fixed at 0%. Cost of financing: €0.

You can pay in four instalments for purchases from €350 to €4000

Example: You make an €800 purchase on 2 May. You pay €200 that day, then three further €200 instalments on 2 June, 2 July and 2 August. This is a three-month credit agreement with APR fixed at 0%. Cost of financing: €0.

Oney Bank contact details

Oney Bank - public-limited company with capital of 50,741,215 euros - Registered office: 40 avenue de Flandre 59170 Croix France - Lille Métropole Trade Register number 546 380 197 - Orias number: 07 023 261 - www.orias.fr -

Postal address: CS 60006, 59 895 Lille, Cedex 9, France - www.oney.fr

#### ARTICLE 9 - PERSONAL DATA

When the Client uses the Company Website or places an order, we collect three general types of information:

- Information the Client provides;
- Information we collect automatically when the Website is used;
- Information we collect from third parties.

This information is treated as confidential by the Company. It is only used to process the order and to consolidate and personalise communications and service offers for Company Clients based on their interests.

By ticking the box to say they are aware of the General Terms and Conditions of Rental when placing the order, the Client is freely giving their specific and informed consent. They accept that data about them may be used by the Company and/or select partners whose services aim to:

- ensure that the order and contract binding the Company and Client for a Booking are properly fulfilled, including management of non-payment;
- or provide proper follow-up for the Booking and holiday, including management of disputes and complaints;
- or seek their feedback after their order and holiday;
- or send communications required by law or informing the Client of a substantial change to their order, Booking or holiday.

For more information about our Data Protection Policy, please see our Privacy Policy page on our Website homair.com, or request a digital copy by email at dpo@homair.com.

#### ARTICLE 10 - CHANGES

General provisions As mentioned above, the Client who places the order or makes the Booking is the only contact responsible to the Company.

Changes initiated by the Client Requests to change an order or Booking should be sent in writing:

- to Homair Vacances - Immeuble Le Derby, 570 avenue du Club Hippique, CS 20405, 13097 Aix-en-Provence, Cedex 02, France;
- or via our contact form on the FAQ page of our Website homair.com, selecting the "Change" request type.

Change requests arriving within seven days of the holiday start date (according to the date the written request is received by the Company) will be rejected as of right. Any holidays that have begun must be paid for in full. No compensation is given for a late arrival or early departure.

All requests to change a Booking are reviewed by the Company and may be accepted or rejected based on availability in the same calendar year as the initial holiday.

If a change is rejected, the Client must attend their holiday in line with the initial terms, or cancel.

If the Company gives prior approval for a change, a fee of €30 (inc. VAT) applies (except where the Client has been sent special dispensation in writing on the day of their order).

All change requests mean the "total holiday cost" must be recalculated using the pricing applicable on the day of the calculation and excluding any ongoing promotional offers.

If the new "total holiday cost" is higher than the Booking total, the €30 fee applies and the Client must pay the difference between the amount already paid and the new "total holiday cost".

If the new "total holiday cost" is lower than the Booking total, the €30 fee applies and:

- if the change request arrives 30 or more days before the start of the initial holiday:
  - and all amounts owed to the Company have been paid, the Client will be given a refund to cover the difference between the amounts paid and the new "total holiday cost", and has to pay the €30 fee;
  - and the Client still owes the Company money, the payment instalments (excluding payment instalments via the Oney Bank financing solution) will be adjusted so that the Client only pays the difference between the amounts paid and the new "total holiday cost", plus the €30 fee;
- if the change request arrives within 30 days of the start of the initial holiday, the Company will not issue any refund.

Changes initiated by the Company The Company may change any Booking before a holiday starts by offering the Client a substitute or replacement. The Company will do its best to contact the Client as soon as possible using any channel to set out the terms of the change.

If the Client accepts, this means they agree to having accepted all the terms of the changed Booking. The Client will receive new documents for the amended Booking (including a new payment schedule if applicable). These new documents then become the only ones to govern subsequent relations between the Client and the Company. The Company will not accept any complaints on this topic.

If the Client accepts and:

- the total cost of the Accommodation or Pitch is higher than the initial total, the Company will cover the price difference;
- the total cost of the Accommodation or Pitch is lower than the initial total:
  - and all amounts owed to the Company have been paid, the Client will be given a refund to cover the difference between the amounts paid and the new total holiday cost;
  - and the Client still owes the Company money, the payment instalments will be adjusted so that the Client only pays the difference between the amounts paid and the new total holiday cost.

If the Client does not make a decision, rejects the change or wants to cancel, the Company will cancel the Booking and refund the money paid by the Client (including any administration fees applied or cancellation insurance taken out) as soon as possible.

If the Company makes a change due to an exceptional or unavoidable situation, and unless an exemption is granted by the authorities, all money paid will be refunded to the Client as soon as possible. No further compensation will be offered.

Transferring a Booking The Client can ask the Company to transfer their Booking to someone able to proceed with the order. The new Client must abide by all "Client obligations" in the "Orders and Bookings" section. Transfer fees of €30 apply.

#### ARTICLE 11 - CANCELLATION

General provisions As mentioned above, the Client who places the order or makes the Booking is the only contact responsible to the Company.

If cancellation is due to non-payment of an instalment or all sums due for the Booking one month before the holiday starts, the Client cannot request a refund.

Cancellation is only finalised when the Company issues a document informing the Client of the cancellation. Without this, the Booking and all resulting contractual obligations remain in force.

Cancellation initiated by the Client Order or Booking cancellations should be sent in writing:

- to Homair Vacances - Immeuble Le Derby, 570 avenue du Club Hippique, CS 20405, 13097 Aix-en-Provence, Cedex 02, France;
- or via our contact form on the FAQ page of our Website homair.com, selecting the "Cancellation" request type.

Cancellation must be requested within 48 hours of the reason for cancellation occurring (based on the causal event date).

If the date the cancellation is received is:

- after the holiday start date, whether or not the Client arrived at the Campsite, the Company will charge the full holiday cost;
- fewer than 5 days before the holiday start date, the Company will charge the full holiday cost;
- between 29 and 5 days inclusive before the holiday start date, the Company will charge 90% of the total rental cost, plus 100% of associated fees (administration fees, insurance, etc.);
- between 59 and 30 days inclusive before the holiday start date, the Company will charge 50% of the total rental cost, plus 100% of associated fees (administration fees, insurance, etc.);
- between 89 and 60 days inclusive before the holiday start date, the Company will charge 25% of the total rental cost, plus 100% of associated fees (administration fees, insurance, etc.);
- 90 or more days before the holiday start date, the Company will charge 10% of the total rental cost, plus 100% of associated fees (administration fees, insurance, etc.).

#### ARTICLE 12 - CANCELLATION INSURANCE

The Company offers cancellation and curtailment insurance through an insurance partner.

This can only be taken out when placing an order and gives the Client the chance to have their Booking cancellation charge refunded. Cancellation charges are explained in the "Cancellation" section of these General Terms and Conditions and apply if some event stops the Client departing, or makes them arrive late or depart early.

This insurance only takes effect if the insurance premium is paid in full to the Company on behalf of the insurer. The insurance premium is non-refundable, except where there are provisions for a 14-day insurance product cooling-off period, or special dispensation that the Client is told about when ordering or in their Booking documents.

The terms for insurance and events it covers are detailed in the General Terms and Conditions for Cancellation Insurance on the Cancellation insurance page of our Website homair.com.

If the Client experiences an event that is covered by the insurance, they must tell the Company that they are cancelling and contact the insurer as instructed in the General Terms and Conditions for Cancellation Insurance within 10 days of the event, supplying the insurer with the information needed and documentary proof. If the Client asks to cancel the Booking or curtail their holiday via the form provided, this request is definitive and means the Company will cancel the Booking. The Client cannot ask the Company for any refund or compensation, or request that the Booking be maintained if the insurer has rejected their claim.

#### ARTICLE 13 - HOLIDAYS

Rules and responsibilities The Client undertakes to familiarise themselves with the Campsite rules on arrival. They recognise that their holiday is governed by the Campsite rules and these General Terms and Conditions.

During the holiday, the Client undertakes to follow and enforce the Campsite rules among those in their party and for whom they are responsible. In the event of non-compliance of the Campsite rules, the Company's representatives on the campsite and/or the representatives of the campsite have the authority to enforce these rules and apply all necessary sanctions such as, for example:

- financial penalties,
- and/or immediate expulsion from the Campsite (without the Client having any right to request a refund or an indemnity),
- and/or any future reservation by the aforementioned Client and/or their companions in one of the campsites offered by the brands of the European Camping Group will be automatically cancelled, without compensation.

The Client is informed that failure to comply with certain Campsite rules could result in civil and/or criminal liability.

By way of example, without being an exhaustive list of situations that are contrary to the internal rules and therefore punishable, we cite actions/attitudes/behaviour/expressions:

- which would be violent, insulting, racist or threatening to the people present on the campsite,
- which would be harmful to the decency, morality, peace or serenity of the people present on the campsite,
- which would endanger the safety of the campsite or the people present on the Campsite. For example: recharging electric vehicles on devices not intended for this purpose, use of unauthorised barbecues, dangerous driving of any type of vehicle in the Campsite enclosure, bringing of weapons of any kind (even if fake or harmless) into the Campsite enclosure...,
- which, without prior authorisation of the Campsite, would be considered promotion, trade, advertising or propaganda or the distribution of leaflets or flyers.

Because the Campsite Company is not a hotelier within the meaning of Article 1952 of the French Civil Code, it cannot be held responsible for any loss or theft of belongings during the holiday. The Client is solely responsible for supervising their belongings (e.g. bikes, clothes, car, etc.). For protection from the effects of theft, loss, damage and destruction, the Client could contact their own insurance company to extend their home contents cover to their holiday.

Before departure, the Client should make sure they have the appropriate civil liability insurance to cover any damage they may cause during their holiday.

Minors accompanied by their legal representatives are the responsibility of these representatives. Minors must not be left unsupervised on the Campsite.

**Arrival at the Campsite** Arrival times may vary by Campsite. The Client should check the correct time on the Company Website or in their holiday documentation. Arrival is only possible at the set time, unless otherwise agreed beforehand by Company representatives at the Campsite. The Company will not issue refunds or compensation if the Client arrives outside the set time, meaning they cannot access their Accommodation or Pitch.

Wristbands may have to be purchased and/or worn on Campsites to provide maximum security and identify holiday participants. The Campsite decides the rules around distributing, wearing and access granted by wristbands.

Once the Client has arrived at their Accommodation or Pitch, they must check it with an inventory or schedule of fixtures. They must put any discrepancies in writing for the reception team within 24 hours of arrival. The reception team will do their best to solve the problem quickly. No complaints will be accepted after this period. Similarly, no incidents arising during the holiday will be taken into account unless reported to reception within 24 hours.

If the Client does not arrive at the Campsite on the scheduled day, and the Company's registered office does not receive a written explanation within 48 hours, the Company reserves the right to put the Accommodation or Pitch back on sale.

**Visitors** Visitors must report to the Campsite welcome and/or reception team as per the Campsite rules. Visitor charges per person may vary by Campsite. They must be paid immediately when the Visitor arrives.

The Company does not allow Visitors to stay overnight in Accommodation or on a Pitch outside the visiting times in the Campsite rules (even if there is space available), or to access Campsite equipment and facilities.

Visitors allowed onto the Campsite undertake to follow the Campsite rules. The hosting Client is responsible for any Visitors.

**Departure from the Campsite** If the Client is not present for the departure formalities, the reception team will check what state the booked Accommodation or Pitch and equipment is left in on their own. Therefore, the Client has no right to contest their decision.

If the Accommodation or Pitch is deemed to be in the "proper" state by the reception team, the security deposit will not be debited, or will be immediately refunded, or destroyed, or returned to the Client by post as soon as possible.

If the reception team find any issues, some of the security deposit will be kept and/or the Client will be charged for the issues within one month. Invoices will be provided to the Client as evidence. If the charge required is higher than the security deposit, the latter will not be returned and the Company has the right to bill the Client for the amount due.

Possible issues include:

- no housekeeping done, or premises unusually dirty. Please note that if the Client has paid for housekeeping, this does not include washing up crockery or kitchen utensils. Crockery and utensils must be returned in a normal clean state;
- breakages, damage, losses, something on the arrival inventory missing, or equipment provided to the Client during their holiday missing;
- equipment given to the Client not being returned, such as keys, cards/access badges, etc.

**Image rights** By accepting these General Terms and Conditions of Rental, the Client expressly allows the Company to photograph and film them during their holiday and use the resulting photos, videos and sound on any channel for five years free of charge. This permission extends to anyone holidaying with the Client. It aims to ensure that the Company brands are promoted nationally and internationally across all its Websites, brochures, social media accounts and business presentations, and in tourist guides.

#### **ARTICLE 14 - COMPLAINTS AND MEDIATION**

**Company responsibilities.** The Company will not:

- be held liable for any change, cancellation, non-fulfilment or poor fulfilment of any service associated with the Booking caused by exceptional and unavoidable circumstances owing to the actions of the Client or holiday participants, disruption or a partial or full strike including by postal services and transport and/or communications providers;
- unless required by law, be held liable for a third-party fault, including by its partners;
- be held liable for any indirect damage caused by these terms, operating loss, loss of profit, loss of opportunity, damages or costs.

**How to complain - mediation** Any complaints during the holiday should be reported in writing to the Campsite reception team by the Client within 24 hours of the event causing the complaint. If the problem is not solved to the Client's satisfaction, they can write to the Company with their complaint within 15 days of the end of their holiday:

- to Homair Vacances - Immeuble Le Derby, 570 avenue du Club Hippique, CS 20405, 13097 Aix-en-Provence, Cedex 02, France;
- or via our contact form on the FAQ page of our Website homair.com, selecting the "Complaint" request type.

The Client must provide everything requested by the Company to support their complaint. Any complaint not reported to the reception team during the holiday will be rejected. Complaints made 15 or more days after the end of the holiday will also be rejected.

The Company customer services team will process all complaints as soon as possible (no more than two months after receiving the complaint).

In line with Articles L612-1 et seq. of the French Consumer Code, the Client can use a mediator if they are unsatisfied with the Company customer services team's response. Mediation requests should be sent as soon as possible to CM2C: online at [www.cm2c.net](http://www.cm2c.net) or by post to CM2C, 14 rue Saint Jean, 75017 Paris, France.