2) IN HUTTOPIA VILLAGE RESORTS:

a) Stays in rental accommodation:

- The description, duration of rental and rates vary depending on the season; these can be consulted on the WEBSITE by indicating the desired dates of stay and destination.

- Rates inclusive services

- The total cost of rental accommodation includes rental of the accommodation itself, in line with the number of people (following capacity), amenities (water, gas, electricity), a vehicle, access to welcome services, swimming pool (at the opening times and dates), play areas, and other free and paid services.

- Rates non-inclusive services

- The price of a STAY on a pitch is calculated on a fixed-rate basis for 2 people and a vehicle per night, including access to welcome services, the swimming pool (at the opening times and dates), play areas, and other paid or free services.

b) Stays on campsites:

- HUTTOPIA provides pitches with a bare pitch which can welcome up to 6 people, for a tent. Depending on the village resort, HUTTOPIA may or may not offer various types of PITCHES of which the descriptions appear on the WEBSITE. Caravans and motor homes are not accepted in village resorts.

- Rates inclusive services

- The client is deemed to accept the feelings of the pitch which may be offered on the WEBSITE when booking, by clicking on the corresponding button and confirming their selection.

- Rates non-inclusive services

- The price of a STAY on a pitch is calculated on a fixed-rate basis for 2 people and a vehicle per night, including access to welcome services, the swimming pool (at the opening times and dates), play areas, and other paid or free services.

- Rates non-inclusive services

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- Rates non-inclusive services

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**HUTTOPIA GENERAL TERMS AND CONDITIONS OF SALE**

These general terms and conditions governing rentals are valid from 16 March 2022

**MODIFICATION TO STAY**

Modification of a stay may vary in date, destination, or type of accommodation is considered as a modification to the STAY. An amended STAY, where modification is possible, should be made before 30th June of the year. No refund is possible if the total amount of the new STAY is higher than the initial STAY, the CLIENT should make payment of the difference. In the contrary instance, the price difference will not be reimbursed.

The possibilities to amend a STAY vary in line with the rate selected by the CLIENT and as indicated in the terms and conditions corresponding to the rate on the WEBSITE. No modification of a stay is possible using the "flex" rate.

Modification of a stay is possible:
- with fees up until 14 days prior to arrival where the STAY was booked using the "classic" rate
- without fees up until 7 days prior to arrival where the STAY was booked using the "zen" rate
- if the rate allowed for free or paid-for modification request for services during the STAY made by the CLIENT by letter or email and received by HUTTOPIA before the deadline for modification (7 or 14 days before arrival depending on the rate used to book the STAY). In this instance, HUTTOPIA will notify the CLIENT of the new price and this must be accepted in writing within 24 hours of the offer being sent. HUTTOPIA reserves the right to charge the Client for the costs incurred in the case of non-acceptance of the offer.

In the event that the Customer owes Huttopia any money, the guarantee will be used to pay this debt. Any additional costs covering (within a limit of €90), if the rental accommodation is not returned in a state of cleanliness.

**SECURITY DEPOSIT**

In order to facilitate check-in on Site, an online card bank guarantee is requested from the Customer by email 7 days before the start of their stay. The online credit card and guarantee form allows the Customer to request a security deposit by simple bank-imprint provided by PAYTWEAK. No money will be debited from the Customer's bank account.

In the event that the Customer owes Huttopia any money, the guarantee may be used by Huttopia (if the damage is covered by insurance) at the Client's security deposit by simple bank-imprint provided by PAYTWEAK.

- additional cleaning costs (within a limit of €90), if the rental accommodation is not returned in a state of cleanliness.
- costs due to failure to return, or damage, to additional hire equipment such as barbecues, fridges, baby kits, etc. (within a limit of €90).
- Costs related to fraudulent use or theft of the Accommodation by the Customer (within a limit of €200). If the damage observed exceeds this amount, Huttopia reserves the right charge the Customer for the price incurred to repair the damage.
- Any payments that the Customer owes Huttopia for the Accommodation and additional services consumed on site and not paid for by the Client when they checked out.
- The costs incurred if the Customer totes the keys they were given when they checked-in on Site (within a limit of €15).

For more information about the online card bank guarantee service provided by PAYTWEAK, see the FAQs.

**CLEANING**

The CLIENT should return the RENTED ACCOMMODATION clean and tidy. In the majority of our campsite and village resorts, it is possible to ask for cleaning services and/or additional services consumed on site and not paid for by the Customer when they checked-out.

The total amount may vary depending on the season or destination - please refer to ancillary rates.

**LEISURE ACTIVITIES**

Any fee paid for activity indicated on our WEBSITE, in an email or proposed in situ may, under certain conditions, be amended or cancelled upon arrival.

**CHILDREN**

Children who are not accompanied by an adult are not accepted on Huttopia sites.

**PETS**

A single pet is accepted per RENTED ACCOMMODATION or PITCH, in addition to the property. Pets are not accepted in communal premises (restaurant, bar, swimming pool) or in the event that the Customer wishes to cancel their reservation. Pets should be identified with a stamp or chip certified by a card published by the Société Centrale Canine (Canine Central Association). The CLIENT should have the pet's health card and comply with the internal regulations on each site. Dangerous or aggressive pets (category 1 and 2 prohibited dogs) as well as "new pets" are not accepted.

**INTERNAL REGULATIONS**

So as to make the stay of our clients easier, internal regulations are available from our campsite and/or village resort. We thank all of our clients for reading and respecting these regulations. In the event of any clear default in respect of these regulations, the Site Director may issue sanctions which may go as far as the termination of the agreement.

**LOSS, THEFT, DAMAGE**

HUTTOPIA takes the CLIENT's attention to the fact that rental accommodation on a campsite and village resort does not fall within the framework of liability of hotel operators for which provision is made in article 1922 of the Code Civil. Consequently, HUTTOPIA waives all liability in the event of theft or damage to personal effects both within RENTED ACCOMMODATION and to personal effects both within RENTED ACCOMMODATION and/or PITCHES. The CLIENT should indicate this at the time of booking or on arrival.

Pets may not limit freely around the site and should be kept on a leash. Pets are not accepted in communal premises (restaurant, bar, swimming pool). Two conditions must be met for accepting pets:
- they should be identified with a chip or stamp certified by a card published by the Société Centrale Canine (Canine Central Association). The CLIENT should have the pet's health card and comply with the internal regulations on each site. Dangerous or aggressive pets (category 1 and 2 prohibited dogs) as well as "new pets" are not accepted.

**DISPUTE RESOLUTION- MEDIATION**

For French and European Union citizens, in the event of any dispute concerning the validity, interpretation, execution or default in execution, modification or termination of the Agreement, the Client and Huttopia will strive to seek an amicable resolution.

Consequently, the client will send its claim by recorded delivery letter with acknowledgement of receipt to HUTTOPIA – Service relation clients, rue du Choppy, 69250 Saint Genis les Oléres France or alternatively to the following email address: service-clients@huttopia.com within a period of one month following the stay.

In accordance with Section L. 622-1 of the French Consumer Protection Code, and subject to Section L. 152-2 of the French Consumer Protection Code, failure to reach an outcome deemed to be satisfactory entitles the Customer to request the reaching of an amicable resolution via mediation, within one year of the submission of a written complaint by contacting: SAS Médiation Solution 222 charme de la bergerie 01800 Saint Jean de Nostre France website: https://www.sasmediationsolution-conso.fr email: contact@sasmediationsolution-conso.fr The Client and Huttopia may refer the matter to the French courts holding jurisdictional competence at the place of usual residence for clients residing in a European Union Member State other than France.

**APPLICABLE LAW**

These general terms and conditions are subject to application of French law and subject to Section L. 152-2 of the French Consumer Protection Code, failure to reach an outcome deemed to be satisfactory entitles the Customer to request the reaching of an amicable resolution via mediation, within one year of the submission of a written complaint by contacting: SAS Médiation Solution 222 charme de la bergerie 01800 Saint Jean de Nostre France website: https://www.sasmediationsolution-conso.fr email: contact@sasmediationsolution-conso.fr The Client and Huttopia may refer the matter to the French courts holding jurisdictional competence at the place of usual residence for clients residing in a European Union Member State other than France.

**PARTIAL INVALIDITY**

If one or more stipulations appearing in these general terms and conditions are deemed as invalid or declared as such pursuant to any law, regulation, order or following any definitive ruling handed down by a competent court, all other stipulations will retain their force and scope.

**NON-RELIQUISHMENT**

In such instance as either party should not claim default by the other of any of its obligations indicated under these general terms and conditions, this means deemed in future as amending the obligation in question.

**LANGUAGE OF THE AGREEMENT**

These general terms and conditions are originally drafted in French. In such instance as they should be translated into one or more foreign languages, only the French version prevails.