

CAMPING LE HERON GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions governing rentals are valid from 5TH MAY 2022

PREAMBLE

These terms and conditions govern contractual relations pertaining to the sale of individual stays between the company Huttopia Mouzaive and its clients, in the Camping Le Héron. They govern all necessary stages involved in booking a stay and payment, as well as their supervision by the contracting parties.

The Camping Le Héron, makes all best efforts so as its commercial documents and notably its prospectus, publicities, and catalogues be as faithful as possible to the services on offer. It is, however, possible that the Client's perception of the photographic representation of our services does not exactly correspond to the services themselves. Photographs are therefore provided solely as a guide. The General Terms and Conditions are notably accessible on the WEBSITE (<http://www.camping-le-heron.be/>)

DEFINITIONS

"WEBSITE" refers to the website at <http://www.camping-le-heron.be> published by SRL Huttopia Mouzaive

"Camping Le Héron" refers to Huttopia Mouzaive, a limited liability company under Belgian law with its registered office at 5550 Mouzaive (Vresse-sur-Semois) rue de Lingue 50, registered with the Crossroads Bank for Enterprises under No. 0785.571.128, with a starting capital of €1,000, represented by its legal representative in office and operating Camping Le Héron

"PITCHES" refers to the bare pitches rented out for installation of tents, caravans or motor homes belonging to CLIENTS in the Camping Le Héron "RENTED ACCOMMODATION" refers to all types of accommodation (chalets, motor homes, tents, etc.) excluding PITCHES, offered for rental by Camping Le Héron

"STAYS" refers to the offer of ACCOMMODATION or a PITCH, where applicable accompanied by free or paid-for ancillary services.

"CLIENT" is used to refer to any person booking a STAY and/or services offered by Camping Le Héron on the WEBSITE, using the booking portal, by post or directly with the Camping Le Héron. The CLIENT hereby acknowledges to be capable of entering into agreement, namely of being of legal adult age and not concerned by any protection measure, or, failing which, to have the authorisation by his/her legal guardian or tutor where necessary.

INTEGRALITY

These general terms and conditions express all of the obligations of the parties respectively. Consequently, the CLIENT is deemed to accept them pursuant to the provisions set forth under article 1126 of the Civil Code. These general terms and conditions of rental and booking stays in the Camping Le Héron are applicable excluding all other terms and conditions. They can be accessed on the website <http://www.camping-le-heron.be> and will prevail, where applicable, over any other contrary version or document.

The Camping Le Héron and the CLIENT hereby agree that these general terms and conditions solely and exclusively govern their relations. The Camping Le Héron hereby reserves the right to amend its general terms and conditions on an ad hoc basis. They will be applicable immediately following publication online.

If any condition of rental or booking of a stay should be missing, it will be considered as governed by customs in force in the campsite and holiday-village rental sector in where the companies have their head office in France.

OBJECTS

The purpose of these general terms and conditions is to set out the rights and obligations of the parties in the framework of a rental, of campsite pitches, rented accommodation or stays offered by the Camping Le Héron to the client on the website at <http://www.camping-le-heron.be> as well as by telephone with booking portals, or by post.

PRE-CONTRACTUAL INFORMATION

Prior to making a booking, the CLIENT confirms to have received a copy of these general terms and conditions of sale, rental and booking, and all information listed under article L. 111-1 of the Consumer Code. The client has all information online or can also obtain clarification as to the services offered by the Camping Le Héron by calling the Booking Service France of the Camping Le Héron on +33 (0)4 37 64 22 34, in French, Spanish and English, from Monday to Friday 9am to 7pm and Saturdays (between January and June) from 9am to 6pm, and the Booking Service Netherlands for the Camping Le Héron on +31 (0)85-040 11 40, in Dutch, English and German, from Monday to Friday 9am to 6pm and Saturdays (between January and June) from 9am to 5pm (times subject to change).

SERVICES AND RATES

a) Booking a stay in a campsite:

The Camping Le Héron provides the client with a bare PITCH, which can welcome up to 6 people, for a tent, caravan or motor home. The Camping Le Héron offers various types of PITCHES of which the descriptions are outlined on the website.

i) Rates-inclusive services

Rate of the PITCH: This is a fixed-rate per night of occupancy for the type of PITCH concerned. The basic fixed-rate includes installation, 1 or 2 people and a vehicle. (car or moto)The "comfort" rate also includes an electrical power supply. Extra people (adults or children) or additional items on the PITCH (second vehicle, trailer, motorcycle, boat, pet, tent, or additional canopy, awning, etc.) will lead to an additional daily surcharge. All of these rates can be consulted on the WEBSITE by indicating the desired dates of stay and destination. The basic fixed-rate provides free access to sanitation and welcome facilities and the swimming pool (when open), play areas and free or paid-for activities. For safety reasons, the number of people arriving for a stay may not exceed the capacity of the campsite pitch. The Camping Le Héron reserves the right to refuse access to the pitch to any person exceeding the maximum capacity.

ii) Arrivals and departures

PITCHES are available from 2pm on the date of arrival and should be vacated before midday on the date of departure.

TRANSFER, SUB-LETTING

All rentals are nominative; they may neither be assigned or sub-let without the prior consent of the Camping Le Héron

MODIFICATIONS TO RATES

Rates are dynamic and subject to modification throughout the season. Under no circumstances whatsoever may the Camping Le Héron be held

liable for any difference in rate between two stays booked for the same period.

Rates are indicated in euros, inclusive of VAT at the rate in force at the date of booking the STAY. The total price of a STAY includes the price of rental of PITCHES or ACCOMMODATION, ancillary services selected, booking costs and cancellation insurance where selected. The total price is indicated prior to confirmation by the CLIENT of the booking for the STAY whether the booking is made on the WEBSITE or via any other booking channel. Any change or modification to the rates as well as any change to taxes applicable to the stay, as at the date of billing, may be passed on to the total price of the stay

ACCOMMODATION TAX

The accommodation tax collected on behalf of local authorities is not included in our rates. The total amount of this tax is calculated per person and per day and varies in line with the destination and may be modified during the year.

PROMOTIONS

Promotional offers are subject to certain terms and conditions and notably subject to availability. Moreover, any rate reductions or promotions may not be accumulated unless otherwise indicated and may not be applied retroactively.

On such occasions, it is possible that clients pay different prices for the same stay. Clients who have paid the higher rate may not under any circumstances receive reimbursement of the difference between the price they paid and the promotional rate.

BOOKING AND PAYMENT

1) BOOKING CONDITIONS

The Client is able to make a booking online, by telephone or by post, on the basis of the pitches, accommodation and services proposed on the website. All bookings should be accompanied by payment including:

- a deposit, calculated in line with the type of STAY booked, the rate chosen by the CLIENT and in line with the type of accommodation and date of booking, comprising between 30% and 100% of the total amount of the STAY (rental alone or rental with services).
- any administration/booking fees and cancellation-curtailement fees.

It should be noted that for stays of 1 and 2 nights on a campsite pitch, the deposit requested is 100% of the price of the stay.

The Camping Le Héron hereby notifies the CLIENT that regardless of the channel used, bookings are definitive only once written confirmation of the booking is issued by the Camping Le Héron by email (and by post upon request), after receipt of the deposit, and administration fees as well as cancellation insurance costs.

The written booking confirmation includes details of the booking made by the CLIENT as well as all information relevant to the STAY.

2) SPECIAL TERMS AND CONDITIONS OF BOOKING ON THE WEBSITE

Concerning bookings made on the WEBSITE, so as a booking can be confirmed, the CLIENT should accept these General Terms and Conditions after reading these and clicking the corresponding button and confirm his/her payment.

Following a booking, the CLIENT will receive an email confirmation including the details of the STAY (content of services, dates and duration, price and payment terms).

Electronic signature applicable to online sales

Online entry of the client's bank card number and final confirmation of the order will constitute consent of the client:

- payment of amounts due for the booking,
- signature and express acceptance of all transactions undertaken.

In the event of any fraudulent use of the bank card, the buyer is asked, as soon as he/she becomes aware of this fraudulent use, to contact our booking portal on 33 (0)4 37 64 22 35.

3) PAYMENT OF BALANCE

In addition to the deposit paid at the time of booking, the balance of the total price should be paid in the time frame indicated below:

Payment of the STAY on a bare PITCH: the balance of the STAY should be paid the day before departure or on the day of arrival.

Payment of a STAY in RENTED ACCOMMODATION: The balance of the STAY should be paid, without any reminder by the Camping Le Héron being required, 30 days prior to the scheduled date of arrival for the lease or upon arrival at the Camping Le Héron where the CLIENT has not booked. The entire price of the STAY (RENTED ACCOMMODATION/PITCH) is payable with the NO FLEX rate immediately at the time of booking.

Failing payment of these amounts by the aforementioned deadlines, the STAY will be considered as cancelled by the CLIENT and cancellation fees for which provision is made under the article entitled "STAY CANCELLATION" will be applicable. STAYS are considered as non-refundable and non amendable and no reimbursement will be made pursuant to the article entitled "STAYS/OFFERS/NON-REFUNDABLE AND NON-AMENDABLE RATES".

4) COOLING-OFF PERIOD

Pursuant to article L. 221-8 12° of the Consumer Code, the cooling-off period is not applicable to accommodation, transportation, restaurant and leisure services provided at a given date or frequency.

5) PAYMENT METHODS

At the time of making a booking on the WEBSITE or using the booking portal payment of the deposit or balance should be made by bank card (cards accepted are those in the Carte Bleue, Visa, Eurocard/Mastercard networks). The transaction is immediately debited from the client's bank card after verification of payment information. Pursuant to article L. 132-2 of the Monetary and Financial Code, the commitment to pay using a bank card is irrevocable. By sending bank card information, the client authorises the Camping Le Héron to debit the bank card with the total deposit or balance. Consequently, the client confirms to be holder of the bank card to be debited and that the name appearing on the bank card is his/hers.

Clients have the option of using any of the following payment methods (depending on the country/language of their WEBSITE browser: BCMC, IDEAL, Sofort Überweisung, Banktransfer, ING Home Pay, Belfius, GiroPay, PayPal).

At the time of making a booking by post, payment of the deposit of total balance of the STAY may be made by holiday vouchers (sent by recorded delivery letter with acknowledgement of receipt) or by cheque in euros up to 30 days prior to arrival at the campsite, and to be sent to the following address: HUTTOPIA – Service Réservations, Camping Le Héron – rue du Chapoly – 69290 St Genis les Ollières France. Cheques are not accepted at campsites.

Payment of the balance for the stay may be made by the CLIENT on the WEBSITE at <http://www.camping-le-heron.be/> by logging in to its personal space under "my account", in which it will also find a summary of its order. The balance may also be paid directly to the campsite or the campsite Booking Portal.

The following payment methods are accepted: by bank card, holiday vouchers (sent by recorded delivery letter with acknowledgement of receipt), cash in euros only at the Camping Le Héron and by cheque in euros up to 30 days prior to arrival to be sent to the Camping Le Héron or to HUTTOPIA – Service Réservations, the Camping Le Héron – rue du Chapoly – 69290 St Genis les Ollières FRANCE. Cheques are not accepted at the Camping Le Héron. Clients are able to pay using any of the following methods (depending on the country/language of the WEBSITE browser: BCMC, IDEAL, Sofort Überweisung, Banktransfer, ING Home Pay, Belfius, GiroPay, PayPal).

ASSIGNMENT OF PITCHES/ACCOMMODATION

The assignment of accommodation (PITCH or RENTED ACCOMMODATION) is undertaken without distinction in the order in which bookings are made. Under no circumstances may the Camping Le Héron guarantee that the PITCH or RENTED ACCOMMODATION requested by the CLIENT will be assigned unless the customer chooses the "preference" option at the time of booking, which option is subject to availability at the time of booking.

However, in any case of force majeure, the Camping Le Héron reserves the right to amend the assignment of the PITCH or RENTED ACCOMMODATION. Assignment of PITCHES is undertaken automatically in line with the option selected at the time the client makes the booking (small, average and large tent or caravan under 6 metres or caravan over 6 metres, motor home of under 6 metres or motor home of over 6 metres, van/small truck). The Camping Le Héron may not be held liable if the client fails to indicate the correct category in their options and the assigned PITCH is not suitable.

VEHICLE PARKING

For the tranquility of our guests, only one vehicle is allowed to park inside Camping Le Héron. All other vehicles must park outside the campsite.

MODIFICATION TO A STAY

Modification by the CLIENT: A request for modification of services during a STAY may be made by the CLIENT up to 14 days before arrival. In this instance, the Camping Le Héron will seek to take all actions so as to accept this request in line with the availability of the type of PITCH or RENTED ACCOMMODATION initially booked, if the price selected allows for modifications. This modification request may be subject to payment of the fixed-rate "Cancellation/modification fees" in force at the time of modification, in addition to the price supplement depending on the modification requested. [See attached prices](#)

Modification by the campsite: In such instance as the Camping Le Héron should be under the obligation of amending the services initially scheduled for the STAY, it will make every effort to provide services of a similar nature; the CLIENT may then either accept the modification, or terminate the Agreement and receive reimbursement of all amounts already paid, in line with the terms and conditions set forth under article L. 214-1 of the Consumer Code.

CANCELLATION OF A STAY

Cancellation by the Camping Le Héron (excluding any case of force majeure): in the event of cancellation before departure of the CLIENT from his place of residence to the Camping Le Héron for his STAY, all amounts paid by the CLIENT will be reimbursed in full by the Camping Le Héron after notification of cancellation by letter or email with acknowledgement of receipt and in line with those terms and conditions set forth under article L. 214-1 of the Consumer Code. In the event of cancellation after departure of the CLIENT from his place of residence to the Camping Le Héron for his STAY, the Camping Le Héron undertakes to offer CLIENTS an equivalent STAY and accepting to pay any price supplement and, if the services accepted by the CLIENT are of lower quality, the Camping Le Héron will reimburse the difference.

Cancellation (in whole or in part) by the Client:

If the CLIENT wishes to cancel, he/she should notify the Camping Le Héron either by sending a letter to the following address: Huttopia the Camping Le Héron, Service clients, rue du Chapoly, 69290 Saint Genis les Ollières; or by sending an email to the address info@campingleheron.be. The Camping Le Héron hereby draws the CLIENT'S attention to the fact that failing cancellation in respect of the conditions set forth under this article, the CLIENT will be bound to pay the total amount of the balance due by virtue of the Agreement. Regardless of the cancellation date, booking fees and any insurance fees taken out will not be reimbursed. The date of acknowledgement of receipt of the cancellation letter/email will determine the cancellation costs payable in line with the following schedule:

Stay in Rented Accommodation:

For any stay cancelled over 30 days before the date of arrival, a fixed-rate cancellation fee, for each rented accommodation and/or pitch, booking fees and any amount for the subscription of cancellation insurance will be withheld. After 30 days before arrival or in the event of a no-show at the campsite, the total amount of the stay is due and will be withheld.

Stay on a pitch

For any stay cancelled over 30 days before the date of arrival, a fixed-rate cancellation fee, for each pitch, booking fees and any amount for subscription of cancellation insurance will be withheld. After 30 days before arrival or in the event of a no-show at the campsite, the total deposit will be

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withheld. Regardless of the cancellation date, booking fees and any insurance fees taken out will not be reimbursed.

Non-consumption of ancillary services:

Those ancillary services booked by the CLIENT and not used by it will not lead to any reimbursement.

STAYS/OFFERS/NON-REFUNDABLE AND NON-EXCHANGEABLE RATES

The Camping Le Héron may offer stays and accommodation at preferential "no flex" rates on given dates which cannot be exchanged, refunded or exchanged.

Consequently, no modification or cancellation request will be considered by the Camping Le Héron : no reimbursement may be made including reimbursement of ancillary services which were booked as a supplement.

CANCELLATION AND CURTAILMENT INSURANCE

Cancellation and curtailment insurance is optional, but the CLIENT is invited to take this out at the time of booking. The total amount is a percentage of the total amount of the stay.

This insurance notably covers cancellation of STAYS in the event of illness (hospitalisation), serious accident or death, events leading to significant damage to your home, dismissal or change of paid leave by an employer, following summons to an examination or before a court. All clauses in the cancellation insurance policy can be viewed on request and on our website. In the event of cancellation or curtailment of a stay, for any case falling within the framework of the signed policy, you should make a claim online: www.declare.fr or by email: claims@declare.fr or by writing to: Gritchen Tolède Associés - Service Sinistres – 27 rue Charles Durand - CS 710139 - 18021 BOURGES Cedex.

It is hereby reiterated that by virtue of the provisions set forth under Article L121-4 of the Insurance Code, where several insurance policies are taken out without fraud, each of them will be effective up to the limit of cover provided in each policy, and in respect of the provisions set forth under Article L121-1 of the Insurance Code.

LATE ARRIVAL, EARLY DEPARTURE

Failing any notification message from the CLIENT sent by any possible means and indicating that he/she had to delay arrival, the PITCH or ACCOMMODATION will become available 24 hours after the scheduled date of arrival in the Agreement, and full payment will be required.

No reduction will be accepted in the event of any early departure from RENTED ACCOMMODATION or a PITCH (cf. options for reimbursement in the framework of cancellation insurance).

SECURITY DEPOSIT

For any stay in RENTED ACCOMMODATION, a security deposit of €90 will be requested by the latest upon arrival at the Camping Le Héron , and this deposit will also be valid for bicycle hire. Payment may be requested by bank card. This will be returned in full on the date of departure or, by the very latest, within eight days, after a satisfactory inspection of the accommodation and state of the facilities. The RENTED ACCOMMODATION should be returned clean and tidy at the end of s stay (dishes washed and tidied away, bins emptied, etc.). Where this is not the case, the security deposit will be retained in full. Any damages in excess of the security deposit amount paid will be payable by the client after being offset against the security deposit.

CLEANING

The CLIENT should return the RENTED ACCOMMODATION clean and tidy. In the Camping Le Héron , he may request that we undertake cleaning, in return for a fixed-rate cleaning fee payable on site. [See attached prices](#)

LEISURE ACTIVITIES

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

CHILDREN

Children who are not accompanied by an adult are not accepted on the Camping Le Héron

PETS

A single pet is accepted per accommodation or pitch, in return for payment of a fixed-rate fee per day not included in the rental price of RENTED ACCOMMODATION and PITCHES. The CLIENT should indicate this at the time of booking or on arrival.

Pets may not roam freely around the site and should be kept on a leash. Pets are not accepted in communal premises (restaurant, event venue, bar, swimming pools). Two conditions must be met for accepting pets:

- they should have a valid up-to-date anti-rabies vaccination
- they should be identified with a stamp or chip certified by a card published by the Société Centrale Canine [Central Canine 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 reception across all of our sites. 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 termination of the agreement.

LOSS, THEFT, DAMAGE

the Camping Le Héron draws the CLIENT's attention to the fact that rental of accommodation on a campsite and village resort does not fall within the

framework of liability of hotel operators for which provision is made under articles 1952 et seq of the Civil Code.

Consequently, the Camping Le Héron waives all liability in the event of any theft or damage of personal effects within RENTED ACCOMMODATION and to CLIENT equipment on PITCHES or in communal areas. The Camping Le Héron may not be held liable in the event of theft of or damage to personal effects belonging to CLIENTS unless there is a clear fault by the Camping Le Héron in its obligations. It is additional reiterated that car parks are not supervised, and CLIENTS park their vehicles at their own risk. The Camping Le Héron also waives all liability in the event of any incident incurring the civil liability of the CLIENT.

PERSONAL DATA

Implementation of a privacy policy by the Camping Le Héron can be explained by its desire to notify the CLIENT as to the nature of personal data which may be collected at the time of booking a STAY, the reason for collection, the manner in which they are used and the rights held over these data.

In addition to these terms and conditions, the Camping Le Héron invites the CLIENT to consult its privacy policy accessible at the following link: [LINK](#), which forms an integral part of these presents.

LIABILITY OF THE CAMPSITE

All photographs and wording used in the Camping Le Héron brochures or the website are non-contractual. They are provided as a guide. It may occur that some activities and facilities offered by the Camping Le Héron and indicated in the description in the brochure are no longer available, notably due to weather conditions or in the event of force majeure as defined by French courts.

FORCE MAJEURE

Occurrence of any event of force majeure as defined under article 1218 of the Civil Code (namely any event outside the control of the party with the obligation and which could not be reasonably foreseen upon signature of the agreement and of which the consequences cannot be avoided by appropriate measures) will lead to suspension of the obligations between the parties by virtue of the Agreement.

The party claiming occurrence of any case of force majeure as indicated above will immediately notify the other party of its occurrence by all possible written means. The parties will then come together to examine the effect of the event and, where necessary, agree on the conditions under which execution of the Agreement may resume.

If the case of force majeure lasts for more than three weeks, the Agreement will be terminated ipso jure.

All circumstances outside the control of the parties and which prevent execution under normal conditions of their respective obligations are considered as causes exonerating performance of the obligations by the parties and lead to their suspension.

The party claiming occurrence of those circumstances indicated above should immediately notify the other party of their occurrence, as well as the end thereof.

Force majeure will be considered as all events or circumstances which are uncontrollable, external to the parties, unforeseeable, unavoidable, outside the control of the parties and which cannot be prevented by the latter, despite taking all reasonable efforts. It is expressly agreed that, in addition to those usually accepted by legal precedents of the French courts and tribunals, the following events will be considered as cases of force majeure or fortuitous incidents: storms, flooding, lightning strikes, earthquakes, fire, stoppage of telecommunication networks or difficulties to operation of telecommunication networks external to the client, suspension of transportation or supply means, epidemic or pandemic.

The parties will then come together to examine the effect of the event and agree on the conditions under which execution of the Agreement may resume.

If the case of force majeure lasts in excess of three weeks, accommodation or pitch rental agreements will be terminated ipso jure.

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 or following any definitive ruling handed down by a competent court, all other stipulations will retain their force and scope.

NON-RELINQUISHMENT

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 may not be deemed in future as relinquishment of 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 text will prevail in case of any dispute.

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 Chapoly, 69290 Saint Genis les Ollières 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. 612-1 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 chemin de la bergerie 01800 Saint Jean de Niost

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

email: contact@sasmediationsolution-conso.fr

For total transparency, it is hereby indicated to the client that use of SAS Médiation Solution is a free procedure for the client, even if the client makes the referral.

In the event of any unsuccessful mediation, 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 governed by French law subject to the fundamental provisions from which the parties may not derogate.