

# HUTTOPIA SUTTON GENERAL CONDITIONS OF SALE & SITE RULES

These general rental terms and conditions are valid as of January, 2nd 2019.

## PREAMBLE

These conditions govern the contractual relations pertaining to the sale of individual stays between the company HUTTOPIA and its customers, at HUTTOPIA Sutton, Canada. They shall regulate all the necessary steps for the execution of the booking and the payment of stays and shall regulate all the follow-up between the contracting parties. Any documents other than the present general conditions of sale and in particular brochures, advertisements, and catalogues, are exclusively for informative and indicative purposes.

### Definitions

"WEBSITE" means the website <http://www.huttopia.com>, published by Huttopia SA.

"HUTTOPIA" refers to the village of Huttopia Sutton located in Sutton, Canada.

"RENTAL" refers to the rental contract of the pitches or rental units at HUTTOPIA.

"RENTALS" refers to all types of accommodation (chalets, tents, etc.) offered for hire by HUTTOPIA.

"STAY" means a rental with associated services as defined in the Special Conditions.

"CUSTOMER" means any person who uses the website, the reservation centre or directly from a village, in order to book, order and/or purchase all services offered by HUTTOPIA.

### Entirety

These terms and conditions express the full obligations of the parties. In this sense, the Customer is deemed to accept them without reservation.

These general conditions of hiring and reservation of stays in a Huttopia village apply to the exclusion of all other conditions.

They are accessible on the [www.huttopia.com](http://www.huttopia.com) website and will prevail, as the case may be, over any other version or any other contradictory document.

HUTTOPIA and the Customer agree that the present general conditions exclusively govern their relationship. HUTTOPIA reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are published online.

If any rental or booking condition for a stay is lacking, it is considered to be governed by the usages in force governing the renting of campsites and stays in holiday villages whose companies have their head office in France.

### Purpose

The purpose of these general terms and conditions is to define the rights and obligations of the parties in connection with the rental, camping sites, rental accommodations or stays offered by HUTTOPIA to the customer, on its website [www.huttopia.com](http://www.huttopia.com) but also by telephone from its booking centres, or by mail.

### Pre-contractual information

The Customer acknowledges having received, prior to reservation, these general conditions of sale, rental and stays. The customer has access to all the information online or can request explanations from our booking agents on site, by telephone or by electronic means.

## SERVICES AND PRICES

### Staying in rental accommodation:

If the Customer chooses to stay in one of our accommodations, the price of the stay includes the rental of accommodation, according to the number of people (depending on capacity), the utility charges (water, gas, electricity), a parking space for a vehicle, access to the reception services, swimming pool and spa (where applicable and during the opening dates), playgrounds, other facilities and free activities offered.

This package includes the provision of bed linen and towels, and access to the site facilities. **All accommodations are smoke-free.** Additional items on the site (a second vehicle, animal, etc.) are subject to an additional daily cost. For security reasons, the number of people arriving on site cannot exceed the accommodations capacity.

### Staying at a camping site:

If the Customer chooses to stay using his/her own equipment at a camping site, the price of the stay is calculated on a flat rate for 2 adults and 4 children under 15 which includes the provision of a HUTTOPIA pitch (capacity of 6 people), a parking area for one vehicle and the activities and services determined in the special conditions.

Additional persons (adults or children over 15) or additional items on the site (a second vehicle, daily guests, animal, etc.) are subject to an additional daily cost. For security reasons, the number of people arriving on site cannot exceed the accommodations capacity.

### Provision of accommodation / pitches:

Accommodation are available from 4 pm on the day of arrival and must be vacated before 10 am on the day of departure. Camping sites are available from 2 pm on the day of arrival and must be vacated before 12 pm on the day of departure. On weekends, except for school holidays, if the accommodation is not booked the same evening, the Customer may occupy his /her accommodation/pitch until 4 pm. This should be requested at the time of arrival.

In case of early arrival and depending on availability on the site, everything will be done to reduce the Customer's waiting time. Cession, sublease: Any rental is nominative and can under no circumstances be ceded or sublet.

### Price changes

The rates are dynamic and may change as the season progresses. HUTTOPIA cannot be held responsible for any difference in cost between two stays booked for the same period.

The prices indicated on the site are in Canadian dollars (CAD), depending of the village's location. The prices are indicated without tax. Any change or modification of rates as well as any changes in the taxes applicable to the stay, at the date of invoicing, may be reflected on the price of the stay.

### Tourist tax

The payable tourist tax collected on behalf of municipalities or states is not included in our rates. The amount determined varies according to the accommodation/pitch and may be changed during the year.

## Promotional offers

Promotional offers are subject to certain conditions including availability. Furthermore, price reductions or promotional transactions may not be accumulated unless otherwise stated.

On such occasions, it is possible that for the same stay, any two Customers may have paid different prices. The Customers who have paid the higher price will in no case be entitled to a refund of the difference between the price they paid and the promotional price.

## RESERVATION AND PAYMENT

### Booking conditions

The Customer may book online, by telephone or by mail, based on the presentation of the pitches, accommodation options and services on the site [www.huttopia.com](http://www.huttopia.com).

All reservations must be accompanied by a payment including the total amount of the stay, all taxes included.

Whatever channel is chosen, the reservation becomes effective only after written confirmation of booking by Huttopia by e-mail (and on request, by post) and, after receipt of the due amount.

Booking on the website : Concerning online bookings, in order for the booking to be validated, the Customer must accept, by clicking in the indicated place, the present general conditions and confirm his/her payment.

Following the reservation, the Customer will receive a confirmation by e-mail containing the details of his/her stay (content of the services, dates and duration, prices and terms of payment).

Electronic signature applicable to online sales

The online entry of the Customer's credit card number and the final validation of the order will be proof of the agreement of the Customer:

- payment of the sums due in respect of the reservation,
- signature and express acceptance of all operations carried out.

In case of fraudulent use of the credit card, the buyer is invited to contact HUTTOPIA.

### Payment methods

On booking, payment of the total amount of entire stay is made by debit/credit card (the cards accepted are those of the Visa, Eurocard/Mastercard). The transaction is immediately debited from the Customer's debit/credit card after verification of the data. By communicating the information relating to his/her credit card, the Customer authorises HUTTOPIA to debit his/her debit/credit card the amount of the whole stay. To this end, the Customer confirms that he/she is the holder of the credit card to debit and that the name on his/her credit card is actually his/hers. Cheques are not accepted by Huttopia.

### Allocation of pitches/ accommodations

The allocation of pitches (camping or rental accommodation) in a HUTTOPIA resort is carried out without distinction in the order in which reservations are booked. The Management can in no way guarantee that the location or the rental requested by the CUSTOMER will be allocated to him/her.

### **Modification of stay**

The Customer can make any request to change the services planned for the stay until 8 days before arrival.

In such a case, HUTTOPIA will make every effort to accede to this request according to availability, if the selected tariff allows for modifications. In the event that HUTTOPIA is obliged to modify the services originally planned for the stay, HUTTOPIA will make every effort to provide similar services. If it is impossible to provide the equivalent service, HUTTOPIA will reimburse the Customer. **From 7 days before arriva, the stay can not be modified.**

### **Cancellation of stay**

Cancellation by HUTTOPIA: the sums paid will be reimbursed and in compensation HUTTOPIA will offer the Customers an equivalent stay (except in cases of force majeure).

Cancellation (total or partial) by the Customer: For any stay cancelled more than 7 days before the arrival date, a cancellation fee of 30 CAD will be charged. **From 7 days before arrival or in case of no show in the village, the total amount of the stay is due and charged.**

Non-consumption of ancillary services: Failure to use the services provided during the stay can not be refunded.

### **Stays / offers / non-modifiable and non-exchangeable rates “no flex”**

HUTTOPIA may offer stays and rentals at preferential rates “no flex” on fixed dates that are non-modifiable, non-refundable, and non-exchangeable. The conditions of cancellation and modifications mentioned above are not applicable. **Consequently, no reimbursement can be made, including the reimbursement of ancillary services which may have been booked in addition.**

## **ON THE RESORT**

### **Delayed arrival, early departure**

In the absence of a CUSTOMER message acknowledging receipt, specifying that he/she has been obliged to defer the date of arrival, location or accommodation become available for resale 24 hours after the date of arrival under the rental agreement, and the full payment of the stay remains required.

No reduction will be granted in the case of an early departure in rental.

### **Household**

The Customer must leave the accommodation in a perfect state of cleanliness. In the majority of our establishments, he/she may request that the housework be carried out by us, for a cleaning fee starting from 90 CAD. (fee may vary depending on the season – please refer to additional prices listed on the website). In case of deterioration of the accommodation or disrespect of the smoke-free policy by the CUSTOMER, HUTTOPIA will charge the CUSTOMER for the total amount of the damages.

### **Leisure activities**

Any free or paid activity mentioned on our website, in an email or proposed on site may, under certain circumstances, be modified or cancelled upon your arrival on the site.

### **Minors**

Unaccompanied minors are not accepted on HUTTOPIA sites.

### **Pets**

A single pet is admitted per accommodation or pitch, subject to payment of a flat fee per day. The CUSTOMER must indicate this when booking or when arriving on site.

Pets are not allowed to move around freely and must be kept on a leash. They are not allowed in the public rooms (restaurant, auditorium, bar, swimming pools). They are allowed on two conditions:

- valid vaccination against rabies

- identification by tattoo or chip. The Customer must bring the animal's health record and comply with the rules of procedure of each site.

We are unable to accept the following dog breeds or any mixes of these breeds: Pitbulls or Rottweilers. We are also unable to allow any dog that shows signs of aggression, regardless of breed. Please keep your pets on a 6 or shorter leash at all times and clean up after them. CUSTOMERS might be asked to muzzle their dog. "New pets" are not accepted.

### **Firewood**

To protect our forest and your vacation spot, HUTTOPIA does not permit any firewood, of any kind, from anywhere, to be brought into the site by the customer. HUTTOPIA approved firewood that is reasonably priced and available for purchase at the office.

### **Campfires**

Please keep campfires contained in provided fireplace and no higher than a few inches above the fireplace. All fires must be completely extinguished by midnight.

### **Quiet Hours**

Our quiet hours are from 10:00 PM to 8:00 AM. Please respect the tranquility of neighboring campers.

### **Internal regulations**

In the case of the obvious non-respect of this regulation, the Site Manager may impose penalties up to the termination of the contract.

### **Loss, theft, damage**

HUTTOPIA declines all responsibility in case of theft and deterioration of the personal objects in the accommodation as well as in the common premises. HUTTOPIA can not be held liable in the event of theft or damage to the Customer's personal objects except in the event of proven failure of the campsite to its contractual obligations. It is also recalled that the car parks are not guarded and that the parking is therefore at the risk and peril of the Customer. HUTTOPIA also disclaims all liability in the event of an incident involving the civil liability of the Customer.

## **FORCE MAJEURE**

All acts or circumstances that are irresistible, external to the parties, unforeseeable, inevitable, independent of the will of the parties and which can not be prevented by the parties, in spite of all reasonably possible efforts, shall be considered as cases of force majeure. Expressly, the following force majeure or unforeseeable circumstances are considered, in addition to those usually adopted by the jurisprudence: storms, floods, lightning, earthquakes, fires, shutdown of telecommunication networks or difficulties specific to Telecommunication networks external to the Customer's, blockages in the means of transport or supplies.

## **PARTIAL NON-VALIDATION**

If any provision of these Terms and Conditions is held to be invalid or declared to be invalid or unenforceable by law, a regulation or as a result of a final decision of a court of competent jurisdiction, the other stipulations will maintain their full force and scope.

## **NON-RENUNCIATION**

The fact that one party does not exploit a failure by the other party to any of the obligations referred to in these general conditions may not be interpreted in the future as a waiver of the obligation in question.

## **LANGUAGE OF CONTRACT**

These general conditions of sale are written in French. Should they be translated into one or more foreign languages, only the French text shall prevail in the event of a dispute