

PREAMBLE

These conditions govern the contractual relations relating to the sale of individual stays between the company ONLYCAMP and its clients, in ONLYCAMP campsites.

They regulate all the steps necessary for the booking and payment of the stays, and regulate all their follow-up between the contracting parties.

ONLYCAMP makes its best efforts to ensure that its commercial documents and in particular leaflets, advertisements, catalogues, are as accurate as possible to the services offered. However, it is possible that the Client's perception of the photographic representation of the services does not correspond exactly to the services themselves. Their purpose is therefore essentially informative. The Terms and Conditions are accessible on the WEBSITE (www.onlycamp.fr).

DEFINITIONS

"WEBSITE" means the website www.onlycamp.fr, published by ONLYCAMP SAS.

"ONLYCAMP" refers to the company ONLYCAMP, a simplified joint stock company with a capital of €100,000.00, registered in the Lyon Trade and Companies Register under number 882 645 153, whose registered office is located rue de Chapoly 69290 SAINT GENIS LES OLLIERES, represented by its current legal representative.

"PITCHES" means the bare pitches rented for the installation of tents, caravans or motorhomes by CUSTOMERS in ONLYCAMP campsites.

"ACCOMMODATIONS" means all types of accommodation (chalets, huts, mobile homes, tents, etc.) other than PITCHES, offered for rent by ONLYCAMP.

"HOLIDAYS" means the offer of a PICTH or aN ACCOMMODATION with, where appropriate, free or paid additional services.

"CLIENT" means any person booking a HOLIDAY and/or any services offered by ONLYCAMP on the WEBSITE, or directly with the chosen campsite. The CLIENT acknowledges having the capacity to contract, that is to say, in particular, to be of legal age and not be subject to a protection measure, or failing that, to have the authorization of his guardian or curator if he is incapable.

COMPLETENESS

The present terms and conditions express the entirety of the obligations of the parties. In this sense, the CLIENT is deemed to accept them without reservation in accordance with the provisions of Article 1126 of the Civil Code.

These general conditions of rental and reservation of stays in a campsite ONLYCAMP apply to the exclusion of all other conditions.

They are available on the website www.onlycamp.fr and will prevail, if necessary, over any other version or any other contradictory document. ONLYCAMP and the CLIENT agree that these terms and conditions exclusively govern their relationship. ONLYCAMP reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online.

If a condition of rental or reservation of stay is missing, it will be considered as governed by the practices in force in the sector of rental of camping sites and stays in holiday villages whose companies have their headquarters in France.

OBJECT

The purpose of these terms and conditions is to define the rights and obligations of the parties in the context of the rental of camping pitches, rental accommodation or stays offered on its various campsites by ONLYCAMP to the client, from the website www.onlycamp.fr but also by telephone or email.

SERVICES AND PRICES

The prices indicated are in euros, including VAT at the current rate at the time of booking the STAY. The total price of the HOLIDAY includes the price of the rental of the PLACES or RENTAL ACCOMMODATION, the additional services chosen, the booking fees and any cancellation insurance. This total price is indicated prior to the CLIENT confirming the booking of their STAY, whether the booking is made on the WEBSITE or through another booking channel. Any change or modification of the rate as well as any change in the taxes applicable to the stay, on the date of invoicing, may be passed on to the price of the stay.

1) Stay in a camping pitch:

ONLYCAMP provides the client with a empty PITCH, which can accommodate up to 6 people, for his tent, caravan or motorhome (one caravan or motorhome per pitch). Depending on the campsite, ONLYCAMP offers different types of PITCHES whose descriptions are presented on the website. The minimum rental periods and rates vary according to the periods; they can be consulted on the WEBSITE by entering the dates of stay and destination desired.

a) Price - services included in the price

The price of the SITE: This is the price of a bare SITE per night of occupation, to which is added the price of the persons (adults or children) or additional elements present on the SITE (electricity, vehicle, trailer, motorbike, boat, animal, tent or additional tent, awning, etc.), which are subject to an additional daily cost. All these rates can be consulted on the WEBSITE by entering the dates of your stay and your desired destination. The basic package gives free access to the sanitary and reception facilities, the swimming pool (on the dates and during the opening hours if a swimming pool is available in the selected destination), the playgrounds and the activities offered free of charge or for a fee. For safety reasons, the number of people arriving for a stay may not exceed the capacity of the campsite pitch. The campsite reserves the right to refuse access to the pitch to any person exceeding the planned capacity.

b) Arrivals and departures at ONLYCAMP

PITCHES are available from 3.30 pm on the day of arrival and must be vacated before 11 am on the day of departure. Any release of the pitch after 11am may result in the invoicing of an additional night.

2) Staying in rental accommodation:

The description, the minimum rental periods and the rates vary according to the period; they can be consulted on the WEBSITE by entering the dates of stay and the desired destination.

a) Price - services included in the price

The price of the accommodation rental includes the rental of the accommodation, depending on the number of people (according to capacity), utilities (water, gas, electricity), a vehicle, access to the reception services, the swimming pool (on the dates and during the opening hours, if a swimming pool is present in the selected destination), the playgrounds, the other facilities and the proposed activities (free or paying). For safety reasons, the number of people arriving for a stay may not exceed the capacity of the accommodation. The campsite reserves the right to refuse access to the accommodation to any person exceeding the planned capacity. The RENTAL ACCOMMODATION must be left clean and tidy on departure. The RENTAL ACCOMMODATION is non-smoking.

b) Arrivals and departures at ONLYCAMP

RENTAL ACCOMMODATIONS are available from 3.30 p.m. on the day of arrival and must be vacated before 11 a.m. on the day of departure. Any release of the pitch after 11am may result in the invoicing of an additional night. An additional fee may be charged if the client wishes to arrive or leave outside the above-mentioned times (subject to availability). This fee must be requested at the time of booking.

TRANSFER, SUBLETTING

All rentals are nominative; they may not be transferred or sublet without prior agreement from ONLYCAMP.

TOURIST TAX

The tourist tax collected on behalf of the municipalities and to be paid, is not included in our rates. Its amount determined per person and per night is variable depending on the destination and may be modified during the year.

PROMOTIONS

Promotional offers are subject to certain conditions, in particular availability. Moreover, price reductions or promotional operations cannot be combined unless otherwise stated and are not retroactive.

On these occasions, it is possible that clients may have paid different prices for the same stay. Customers who have paid the higher price will not be entitled to a refund of the difference between the price they paid and the promotional price.

BOOKING AND PAYMENT

1) BOOKING CONDITIONS

The client can make a reservation online, by telephone or by email, from the presentation of the pitches, accommodation and services offered on the website www.onlycamp.fr and on each campsite website.

All bookings must be accompanied by a payment including :

- a deposit, determined according to the date of booking, of between 30% and 100% of the total amount of the STAY (rental only or rental with services).
- any booking/reservation fees and any fees for taking out holiday cancellation/interruption insurance.

ONLYCAMP draws the CUSTOMER's attention to the fact that, whatever the channel chosen, the reservation becomes effective only after ONLYCAMP has sent the written confirmation of reservation, after receipt

of the amount due for the deposit, and any possible booking fees and cancellation insurance subscription fees.

This written confirmation of reservation contains the details of the reservation made by the CLIENT as well as all the information related to his STAY.

2) SPECIAL CONDITIONS FOR WEBSITE RESERVATIONS

For reservations on the WEBSITE, in order for the order to be validated, the CUSTOMER must, after having read them in advance, accept the present Terms and Conditions by clicking on them and validate their payment.

Following the reservation, the CLIENT will receive a confirmation by e-mail containing the details of their STAY (content of the services, dates and duration, price and payment terms).

Electronic signature applicable to online sales:

The provision of the CLIENT's credit card number online and the final validation of the order shall be deemed proof of the CLIENT's agreement:

- the sums due for the reservation are payable,
- signature and express acceptance of all operations carried out.

3) PAYMENT OF THE BALANCE

In addition to the deposit paid at the time of booking, the balance of the price must be paid within the deadlines mentioned below:

The full price of the HOLIDAY in RENTAL ACCOMMODATION is due :

- 30 days before the start of the stay
- immediately for any reservation made less than 30 days before the start of the STAY

The full price of the STAY in a PITCH is due on the CLIENT's arrival

If these sums are not paid within the aforementioned time limits, the STAY will be considered to be cancelled by the CLIENT and the cancellation fees set out in the article CANCELLATION OF STAY will apply. If the HOLIDAY is non-cancellable/non-modifiable, no refund will be made in accordance with the article NON-CANCELLABLE AND MODIFIABLE HOLIDAYS / OFFERS / RATES.

4) RIGHT OF WITHDRAWAL

According to Article L. 221-28 12° of the Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering and leisure services provided on a specific date or at a specific time.

5) METHODS OF PAYMENT

When booking on the WEBSITE, the payment of the deposit or the totality of the stay is made by credit card (the cards accepted are those of the Carte Bleue, Visa, Eurocard/Mastercard networks). The transaction is immediately debited from the client's bank card after verification of the card details. In accordance with article L.132-2 of the French Monetary and Financial Code, the commitment to pay by means of a payment card is irrevocable. By communicating their credit card information, the client authorizes ONLYCAMP to debit their credit card for the amount of the deposit or the total amount of the stay. To this end, the client confirms that he/she is the holder of the credit card to be debited and that the name on his/her credit card is indeed his/her own.

The CUSTOMER may pay the balance of the stay on the WEBSITE at www.onlycamp.fr by logging into their personal "my account" area, where they will also find the follow-up of their order. The following methods of payment are accepted on the campsites: by credit card, by holiday vouchers. Cheques and cash are not accepted on ONLYCAMP campsites.

ALLOCATION OF PITCHES / ACCOMMODATION

The allocation of places (PITCH or ACCOMMODATION) either in a campsite ONLYCAMP, is made without distinction in the order of registration of reservations. ONLYCAMP can not guarantee that the SITE or RENTAL requested by the CLIENT will be assigned unless the CLIENT, when booking, chooses the "preference" option, said option being offered subject to availability at the date of booking.

Nevertheless, in case of force majeure, ONLYCAMP reserves the right to modify the allocation of the SITE or RENTAL. The allocation of the PLOTS is done automatically according to the equipment specified at the time of booking by the client (small, medium and large tent or caravan of less than 6 meters or caravan of more than 6 meters, motorhome of less than 6 meters or motorhome of more than 6 meters, van/small van). ONLYCAMP will not be held responsible if the client does not indicate the correct category of equipment and the assigned SITE is not suitable.

MODIFICATION OF THE STAY

Modification by the CLIENT: Any change of dates, destination or type of accommodation is considered as a modification of the STAY. The modification of the stay is only valid for the current season and within the same campsite. It is not possible to postpone a stay beyond this period. If the amount of the new STAY is higher than the initial STAY, the CLIENT must pay the difference. Otherwise, the price difference will not be refunded.

CONDITIONS GÉNÉRALES DE VENTE ONLYPARK

Les présentes conditions générales de location sont valables à compter du 01 janvier 2023

The modification of the STAY is possible without charge and up to 7 days before arrival.

A request for modification of services provided for the STAY by the CLIENT may be made by email and received by ONLYCAMP before the deadline for modification (7 days before arrival). In this case, ONLYCAMP will do its best to accommodate this request according to availability on the campsite chosen by the CLIENT. If the request is made less than 7 days before the date of arrival, the campsite reserves the right to retain the deposit.

Modification by ONLYCAMP: In the event that ONLYCAMP is obliged to modify the services initially planned for the STAY, it will make every effort to provide similar services; the CLIENT may either accept the modification or terminate the Contract and obtain reimbursement of the sums paid, under the conditions set out in Article L 214-1 of the Consumer Code.

CANCELLATION OF STAY

Cancellation by ONLYCAMP (except in cases of force majeure): in case of cancellation before the departure of the CLIENT from his place of residence to the Campsite of his STAY, the sums paid by the CLIENT will be refunded in full by ONLYCAMP after notification of cancellation by email or letter with acknowledgment of receipt and under the conditions referred to in Article L 214-1 of the Consumer Code. In case of cancellation after the departure of the CUSTOMER from his place of residence to the campsite of his STAY, ONLYCAMP undertakes to offer the CUSTOMER an equivalent STAY by bearing any additional cost and, if the services accepted by the CUSTOMER are of inferior quality, ONLYCAMP will reimburse the difference.

Cancellation (total or partial) by the client: If the CUSTOMER wishes to cancel his stay, he must notify ONLYCAMP by sending an email to the campsite email address. ONLYCAMP draws the CUSTOMER's attention to the fact that in the absence of cancellation under the conditions provided for in this article, the CUSTOMER will be liable for the payment of all amounts due under the Contract. Regardless of the date of cancellation, the registration fees and any insurance taken out are not refundable. The date of the acknowledgement of receipt of the cancellation email will determine the possible cancellation fees according to the following scale - 30% up to 30 days before the date of arrival - 100% fee from 29 days before the arrival date

Non-use of additional services:

The additional services booked by the CLIENT and not used by him/her will not be reimbursed.

NON-CANCELLABLE AND MODIFIABLE STAYS / OFFERS / RATES

ONLYCAMP may offer HOLIDAYS at preferential rates on specific dates that are not modifiable, not refundable, not exchangeable. Consequently, no request for modification or cancellation will be taken into account by ONLYCAMP: no refund will be made, including the refund of additional services that may have been booked in addition.

CANCELLATION AND INTERRUPTION OF STAY INSURANCE

Cancellation and interruption of stay insurance is optional but the CLIENT is invited to take out this insurance when making a reservation. Its amount is a percentage of the total amount of the stay.

This insurance covers in particular the cancellation of a STAY in the event of illness (hospitalisation), serious accident or death, accidents causing major damage to your home, dismissal or modification of your leave by your employer, following a summons to an examination or before a court. The full terms and conditions of the cancellation insurance policy are available on request and on our website. In the event of cancellation or interruption of your stay, for a reason falling within the scope of the contract, you must declare your claim by internet: www.declare.fr or by e-mail: claims@declare.fr or by post to : Gritchen Tolède Associés - Service Sinistres - 27 rue Charles Durand - CS 710139 - 18021 BOURGES Cedex. It should be noted that, in accordance with the provisions of Article L121-4 of the French Insurance Code, when several insurance policies are taken out without fraud, each one produces its effects within the limit of the guarantees of each policy, and in compliance with the provisions of Article L121-1 of the French Insurance Code.

DELAYED ARRIVAL, EARLY DEPARTURE

In the absence of a message from the CLIENT by any means specifying that he/she has had to postpone the date of his/her arrival, the PLOT or RENTAL becomes available 24 hours after the date of arrival stipulated in the Contract, and full payment of the services is still required.

No reimbursement will be made in the case of an early departure for a RENTAL or BUNGALOW (see possibilities of reimbursement under the cancellation insurance).

SECURITY DEPOSIT

For all stays in RENTAL ACCOMODATION, a deposit of 200€ will be requested at the latest on arrival at the campsite. This can be paid by credit card. This deposit will be returned in full on the day of departure or within eight days at the latest, after a housekeeping check and a satisfactory state of the equipment. The rented accommodation must be left in a perfect state of cleanliness at the end of the stay (dishes washed and tidied, dustbin emptied, etc.). If this is not the case, the amount of the end-of-stay cleaning fee will be deducted from the security deposit. Any damage exceeding the amount paid as a deposit will be charged to the client after deduction of the deposit.

CLEANING

The CLIENT must return the rented accommodation in a perfectly clean condition. In the majority of our campsites, the CLIENT can request that the cleaning be carried out by us, for a cleaning fee to be paid on site.

LEISURE ACTIVITIES

Any free or paying activity mentioned on our WEBSITE, in an email or offered on site may, under certain circumstances, be modified or cancelled on your arrival on the site.

MINORS

Minors unaccompanied by their parents are not accepted on ONLYCAMP sites, except with parental permission.

PETS

Only one pet is allowed per RENTAL, subject to the payment of a fixed sum per night not included in the rental price of the RENTAL ACCOMMODATIONS and PLACEMENTS. The CLIENT must indicate this at the time of booking or on arrival on site. Pets are not allowed to roam freely and must be kept on a lead. They are not allowed in the communal areas (restaurant, auditorium, bar, swimming pools). Their acceptance is subject to two conditions: - valid anti-rabies vaccination - identification by tattoo or chip certified by a card issued by the Société Centrale Canine. The CUSTOMER must have the animal's health record and comply with the internal regulations of each site. Dangerous or aggressive animals (1st and 2nd category dogs prohibited) as well as "new pets" are not accepted.

INTERNAL REGULATIONS

In order to facilitate the stay of all our guests, a set of rules is available at the reception of each of our sites. We thank our clients for taking note of them and for respecting them. In the event of non-compliance with these rules, the Director of the site may impose sanctions, which may go as far as the cancellation of the contract. In this case, no refund will be made on the amount of your stay.

PERSONAL DATA

The information that the client has communicated at the time of his reservation or arrival at the campsite will not be transmitted to any third party. This information is considered by ONLYCAMP as confidential. It will be used only by the internal services of ONLYCAMP for the processing of the reservation or stay, and to strengthen and personalize the communication and service offer with the client. In accordance with the Data Protection Act of January 6, 1978, the client has a right of access, rectification and opposition to his personal data. To do so, he/she simply needs to send a request by mail to the following address, indicating name, first name and address: 61 rue de Rochepinard, 37550 Saint Avertin.

RESPONSIBILITY OF ONLYCAMP

All photos and texts used in the brochure or on the ONLYCAMP website are non-contractual. They are only indicative. It may happen that some activities and facilities offered by ONLYCAMP and indicated in the description in the brochure are removed, particularly for climatic reasons or in case of force majeure as defined by the French courts.

FORCE MAJEURE

The occurrence of an event of force majeure within the meaning of Article 1218 of the Civil Code (i.e. any event beyond the control of the debtor which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures), shall result in the suspension of the parties' obligations under the Contract. The party invoking an event of force majeure as referred to above shall immediately notify the other party of its occurrence by any written means. The parties shall meet to examine the impact of the event and agree, if necessary, on the conditions under which performance of the Contract may be resumed. If the case of force majeure lasts longer than three weeks, the Contract shall be terminated by operation of law.

Any circumstances beyond the control of the parties that prevent the performance of their obligations under normal conditions shall be deemed to be grounds for exemption from the obligations of the parties and shall

result in their suspension. The party invoking the above-mentioned circumstances must immediately notify the other party of their occurrence and their disappearance.

All facts or circumstances that are irresistible, external to the parties, unforeseeable, unavoidable, independent of the will of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts, shall be considered as force majeure. Expressly, the following are considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of the French courts and tribunals: storms, floods, lightning, earthquakes, fires, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to customers, blockage of means of transport or supplies, epidemic or pandemic.

The parties shall meet to examine the impact of the event and agree on the conditions under which the performance of the contract shall be continued.

If the case of force majeure lasts for more than three weeks, the pitch and accommodation contracts will be terminated by operation of law.

PARTIAL NON-VALIDATION

If one or more stipulations of these general conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope.

NON-WAIVER

The fact that one of the parties does not avail itself of a breach by the other party of any of the obligations referred to in these general terms and conditions shall not be interpreted for the future as a waiver of the obligation in question.

LANGUAGE OF THE CONTRACT

The present general terms and conditions of sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

SETTLEMENT OF DISPUTES - MEDIATION

For French nationals and nationals of the European Union, in case of dispute that may arise regarding the validity, interpretation, performance or non-performance, modification or termination of the contract, the Client and ONLYCAMP will try to find an amicable solution. To this end, the Client shall send his complaint by registered mail with acknowledgement of receipt to ONLYCAMP - Customer Relations Department, 61 rue de Rochepinard, 37550 Saint Avertin or to the following address: contact@onlycamp.fr within one month after the stay.

APPLICABLE LAW

The present general conditions are subject to the application of French law, subject to mandatory provisions from which the parties cannot derogate.