

## GENERAL TERMS OF USE

The logo for Huttoopia, featuring the word "HUTTOPIA" in a white, stylized, uppercase font on a dark green rectangular background.

### ONLINE BANK CARD PRE-REGISTRATION SERVICE

Updated on: 28<sup>th</sup> February 2022

#### Preamble

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1. Huttoopia, a leader in ecotourism, operates campsites and villages in Europe.
2. Huttoopia offers customers (hereinafter referred to as the "Customer") with a booking to stay on its sites a service (hereinafter referred to as the "Service") allowing the Customer to register their damage deposit online before arriving at their booking destination or in situ as appropriate.
3. This Service is free and mandatory before arrival of a Customer having booked rental accommodation or ancillary equipment; this will be requested from all Customers in situ wishing the benefit from services requiring payment of a damage deposit.
4. Any Customer who subscribes to the Service (hereinafter referred to as the "User") declares that they have full legal capacity to commit to these general terms of use.
5. The User declares that they have obtained all the information needed for their informed consent.
6. Any subscription to the Service implies the prior consultation and full and unreserved acceptance of the present general terms of use.
7. The user has the option of saving and printing these general terms of use by using the standard functions on their browser or computer.
8. All the information accessible on the Site is available in the following languages: French, English, German, Spanish, Italian, and Dutch.

#### Service Provider

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HUTTOPIA SA, a Limited Company, with a capital of 7,903,865.98 Euros, registered with the LYON Trade and Companies Register under number 424 562 890, whose head office is located at Rue du Chapoly, 69290 Saint Genis les Ollières and whose intra-European VAT number is the following: FR15424561890 (hereinafter referred to as "Huttoopia") acting in the name and on behalf of the different campsites and villages in the HUTTOPIA group.

#### Terms of use of the Service by the User

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1. To use the Service, the Paytweak company, joint stock company with a capital of 207,492.00 euros, registered with the EVREUX Trade and Companies Register under number 809 462 955, whose head office is located at 31 T rue CAPPEVILLE 27140 GISORS, directs the User to a secure website (hereinafter referred to as the "Site") in order to register the User's bank card details via an individual link which they receive by email. The web page is supplied by the Paytweak company, only on request and order transmitted by Huttoopia.
2. The User can access the personalized registration webpage via their internet browser, where their name, booking number, and the dates and destination of their stay are already entered.
3. In order to proceed with registering their bank card details, the User must provide the following information: the name of the bank card holder, the type of bank card, the bank card number, and the expiry date on the

card as well as the card's security code. Identification via 3DSecure may be requested depending on the User's bank.

4. The User must provide a bank card which does not expire before the end of their stay. Only Mastercard, debit cards and Visa are accepted.
5. The entire bank card registering process is protected and secured by the company Ingenico with an SSL security certificate. Bank details are stored by the company Ingenico, a provider of bank card registering and direct debit technology. The User is free at any time to consult the privacy policy in place by the Ingenico service regarding the storage and security of their bank details at the following link: [www.ingenico.com/fr/politique-de-confidentialite](http://www.ingenico.com/fr/politique-de-confidentialite).
6. The user declares that they have been informed about the use Huttopia makes of their bank card details and expressly consents thereto.

## **Description of the Service made available to the User**

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"Pre-registration" online means that Users are exempt from paying damage deposits for their rental accommodation at the time of arriving at the accommodation, or when renting accessories (barbecue, refrigerator, or baby kit etc.) or bicycles during the stay.

Pre-registration also allows Users to receive payment at the end of their stay for a number of products or services purchased on site during the stay: purchases made at the grocery store or store, restaurant or bar purchases, rental of material or bicycles, bookings made for activities or ticket reservations.

### **Regarding rental accommodation:**

1. As soon as the User takes possession of their rental accommodation, they must notify a receptionist of any missing, damaged or malfunctioning equipment in the rental accommodation made available to them. Otherwise, the condition of the rental accommodation shall be considered correct and accepted as is by the User.
2. On departure, Users who have not taken out the end-of-stay cleaning service must leave their rental accommodation in the same state of cleanliness in which they found it. Their rental accommodation shall be checked after the User's departure within a period of 8 days maximum, unless the User expressly requests for it to be checked in their presence, for which they need to make an appointment at reception by the day before their departure at the latest.
3. At the end of their stay, if the rental accommodation is not returned in a perfect state of cleanliness, Huttopia may use the User's bank card details for payment of all extra cleaning costs (i.e. €90) within 8 days following the User's departure from the site.
4. In the event of any damage being observed, Huttopia may use the bank details of the User to repay costs resulting from said damages up to a limit of €200. If the damage observed exceeds this amount, Huttopia reserves the right to levy the corresponding costs so as to repair the damage undergone.
5. In the event of losing keys to the accommodation, Huttopia may use the bank details of the User to debit key replacement costs amounting to €10.

6. In the event of debiting extra cleaning costs, key replacement costs or costs for damages occasioned by the Client in the rented accommodation, Huttopia will issue an invoice accordingly.

#### **Regarding additional equipment:**

1. As soon as the User takes possession of their hire equipment on site at their destination, they must notify a receptionist of any of any damage or malfunctioning regarding the equipment made available to them. Otherwise, the condition of the equipment shall be considered correct and accepted as is by the User.
2. On departure, the User must return the hire equipment in perfect condition. The condition of the hire equipment shall be checked after their departure within a period of 8 days maximum, unless the User expressly requests it to be checked in their presence, for which they need to make an appointment at reception by the day before their departure at the latest.
3. At the end of their stay, if the hire equipment is not returned or if it is returned damaged, Huttopia may use the User's bank card details to debit the cost of repairing or replacing the hire equipment, within a limit of €90 per piece of equipment hired, within 8 days following the User's departure from the site. If the damage observed exceeds this amount, Huttopia reserves the right to levy the corresponding costs so as to repair the damage undergone.
4. In the event of debiting costs for failure to return or damage caused on additional equipment (i.e. €90 per item leased), Huttopia will issue an invoice accordingly.

#### **Regarding bike hire:**

1. Bike hire is subject to a specific "bike hire" contract. Users who wish to hire bikes must abide by the terms and conditions of this contract. The cost of repair in the event of damage is detailed in the appendix of the "bike hire contract" and depends on the type of bike (electric or not) and the number of bikes hired.
2. If the cost of damage stipulated in the appendix to the "bike hire contract" is debited, Huttopia will issue a corresponding invoice.

#### **Regarding the end-of-stay payment**

1. Users are free to decide whether or not to use the end-of-stay payment option for the purchase of products and services on site. If they do not wish to use this service, payment can be made for products and services as they are bought.
2. All the User's expenses in the framework of the end-of-stay payment are subject to an invoice which must be paid at the latest when the User leaves the site they have been staying on.
3. The User will receive a daily summary of their expenses by email in the framework of the end-of-stay payment.

4. The email sent summarizes the purchases made or the services booked, the date, the cost, and any essential information about them.
5. In the event that the User opposes one or more of the operations attributed to them, the User must notify reception as rapidly as possible so that reception can take the necessary measures.
6. The User may pay for their expenses at any time directly on the Huttopia campsite or village that they are staying at, by cash (within the regulatory limit) or by bank card. The User can also pay for their expenses at any time at [www.huttopia.com](http://www.huttopia.com) in their customer account.
7. If the User does not pay for all or part of the expenses listed during their stay in the framework of the end of the stay payment service, the amount due may be debited by the Huttopia campsite or village that the User stayed at. The expenses will be debited within 8 days of the User's departure.
8. In the event of the expiry, loss, theft, or lack of funds on the payment method provided by the User or in the event of technical issues preventing the withdrawal of funds, the User undertakes to pay their debt contracted with the Huttopia campsite or village by any means made available to them by the Company HUTTOPIA. Failing this, Huttopia reserves the right to take legal action against the User in order to recover all the expenses due.

## **Duration**

1. These general terms of use apply for as long as these Services are made available online on the Site by Huttopia or until new general terms of use replace them.
2. Huttopia reserves the right to temporarily or permanently close access to the Site or the Service without notice.

## **Revision of the General Terms of Use**

These general terms of use may be modified and/or supplemented by Huttopia at any time. In this case, the new version of the general terms of use will be published online by Huttopia. From the moment it is published on the internet, the new version of the general terms of use will automatically apply to all Users.

The User is in all cases subject to Huttopia's general terms and conditions of sale. In the event of any contradiction between the general terms and conditions of sale and these general terms of use, the general terms and conditions of sale prevail.

## **Complaints**

Any complaints regarding the Service offered under these General Terms of Use must be made to the Huttopia campsite or village the User booked to stay at and must, under penalty of foreclosure, be brought to the attention of Huttopia within eight days of the date at which the User left the site at which they stayed, using [the online complaint form](#).

## Settlement of disputes

Huttopia informs the User that they can have recourse, in the event of a dispute relating to these general terms, to a conventional mediation procedure or to any other alternative dispute resolution method.

## Competent jurisdiction

These general terms are subject to French law in line with the mandatory statutory provisions from which the parties may not deviate.

## Liability

1. Huttopia cannot be held liable if the Service is temporarily unavailable due to a malfunctioning of the technical booking system.
2. However, in the event of the malfunctioning of the technical booking system, the User is informed that they can contact the Customer service set out in the Customer Service article above.
3. Huttopia cannot be held liable for disruptions or damage relating to the internet which has the characteristics of a force majeure event.

## Privacy rights

1. Huttopia processes personal data for the purpose of managing and monitoring commercial relations and bookings.
2. The information processed is intended for Huttopia, as well as for the campsites and villages of the Huttopia group in order to ensure the proper management of the Service.
3. The User has the right to access and rectify their personal data as well as the right to oppose it. They can exercise their rights by writing to the following address: [donnees.personnelles@huttopia.com](mailto:donnees.personnelles@huttopia.com).
4. In validating their booking, the User has already accepted the general terms of sale for the Huttopia site for which they made their booking and accepted that their data be sent to the campsite for which they made their booking.
5. The personal data protection policy can be viewed at the site: <https://europe.huttopia.com/>.