

## GENERAL CONDITIONS OF SALE 2022

To be eligible to provide services, we ask you to read carefully the terms and conditions below. By booking you agree fully to our terms and conditions, our rules of procedure and our internal regulations.

### BOOKING CONDITIONS

- The reservation becomes effective solely with the agreement of the Village, upon receipt of the deposit and either upon receipt of the booking contract duly completed and signed, or upon your agreeing to the general conditions of sale when booking online.
- In the event that the customer fails to pay the deposit at the time of booking or the balance at the latest 30 days before the start of the stay, the village reserves the right to cancel the reservation and to make the accommodation available for rental again.
- Yelloh! Village Aloha is not bound by bookings unless Yelloh! Village Aloha has accepted them. Yelloh! Village Aloha is free to accept or to refuse bookings, depending on availability, and, in general, depending on any circumstance that is likely to be prejudicial to the execution of the booking made.
- Yelloh! Village Aloha offers family holidays, in the traditional sense, and the accommodation has been specially designed to this effect. Yelloh! Village Aloha reserves the right to refuse any booking that might contravene or attempt to pervert this principle.
- Booking of camping pitches or rented accommodation is made strictly on a personal basis. You may not under any circumstances sublet or transfer your reservation without the prior consent of the Village.
- Minors must be accompanied by their parents or legal guardians.

### CAMPING PITCHES :

- The basic package includes the pitch for the tent, caravan or campervan for 1 or 2 people, 1 car, electricity (10 Amp.) and access to the sanitary blocks and to all the facilities.
- The reservation of a pitch is for a minimum of 3 or 7 nights (cf prices 2022). Maximum 6 persons are allowed per pitch.

### ACCOMMODATION :

- The rental accommodation includes equipment. The basic package is from 2 to 10 places, depending on the type of accommodation chosen. We are unable to accept more guest per accommodation than the maximum number for which it was designed.
- Our prices include electricity, water, gas, entrance to the pool and all our facilities.
- Animals are not accepted in our Accommodation \*\*\*\* and PREMIUM, INSOLITE.
- Sheets are not provided (except in the accommodation \*\*\*\* and PREMIUM, INSOLITE or when you have reserved them)
- The accommodation plot provides one parking spot for one vehicle only. Any extra vehicle must be parked outside the campsite.

**BOOKING FEES :** Yelloh! Village Aloha offer booking fee for rental accommodation and pitches.

### GROUP BOOKINGS

- All bookings made for more than 4 accommodation units by one person or made by different people who know each other and who are travelling together for the same reasons and for the same holiday dates at the same Yelloh! Village Aloha, are deemed to be group bookings.
- Accommodation appearing on the commercial Yelloh! Village and personal website www.alohacamping.com is intended exclusively for individual bookings.
- For all group booking requests, you must contact Yelloh! Village Aloha by telephone, email or via the Contact Us section. The Yelloh! Village Aloha campsite contacted reserves the right to examine booking requests before accepting or declining them.

### PRICES AND TOURIST TAX

- Prices shown are effective for the 2022 season. They correspond to one night and are quoted in euros, including VAT.
- The tourist tax varies according to the local council. Tourist tax extra 0,66€/day/pers. +18 yrs old. (base 2021)

### CONDITIONS OF PAYMENT

- For bookings made more than 30 days before the start of the holiday, the deposit of 15% of the total price of the facilities booked must be paid to the village at the time of booking. The balance must be paid to the village no later than 30 days before the start of a holiday.
- For bookings made less than 30 days before the holiday start date, payment must be made in full at the time of booking with the village (15% deposit + balance of stay).
- In the event that the customer fails to pay the deposit at the time of booking or the balance at the latest 30 days before the start of the stay, the Village reserves the right to cancel the reservation and to make the accommodation available for rental again

### NO RIGHT TO WITHDRAW

In line with article L.221-28 of France's consumer code, Yelloh! Village Aloha would like to inform its customers that the sale of accommodation services provided on a specific date or according to a specific timeframe is not subject to the provisions pertaining to the 14-day cooling off period.

### CANCELLATION AND ALTERATIONS

#### 1. Booking alterations

- Customers may request for stays to be altered in the same campsite (dates, types of accommodation) by writing to the campsite (by post or email) subject to availability and options. Postponements until the following season are not permitted. If no alterations are made, customers must spend their holidays as they were agreed when initially booked, or cancel them in line with the conditions pertaining to the cancellation insurance.
- Requests to extend the duration of stays will be dealt with subject to availability and in line with applicable prices.
- Requests to reduce the duration of stays are deemed to be partial cancellations and will be subject to the terms and conditions which apply to cancellation and termination of stays.

#### 2. Unused facilities

In the event of stays which are interrupted or cut short for one of the following reasons:

- Border closures by administrative decision
- Administrative closure of the campsite
- Travel limited to a specified number of kilometres by administrative decision, preventing travel to the campsite

A credit voucher for an amount corresponding to unused nights, valid for two years, will be issued by the campsite. If the customer rejects this credit voucher, he/she will receive a refund, on request, of the corresponding amount, minus the cost of the cancellation insurance if such a subscription has been taken out.

Apart from the reasons stated above, all interrupted or shortened stays (late arrival, early departure) due to the customer will not be subject to refunds or credit vouchers.

3. Cancellation by Yelloh! Village Aloha. In the event of cancellation by Yelloh! Village Aloha, except in case of major force, the stay will be completely reimbursed. This cancellation shall nevertheless not incur the payment of damages and interest.

#### 4. Cancellation due to camper

All requests for cancellation must be sent in writing to the postal address of the Yelloh! Village campsite or by e-mail. Cancellations made over the telephone cannot be considered.

All cancellations will result in the annulment of the reservation and the campsite reserves the right to make the accommodation available for rental again.

a. If campers cancel their bookings without taking out cancellation insurance

For one of the following reasons and only up to his/her arrival date:

- Border closures by administrative decision
- Administrative closure of the campsite
- Travel limited to a specified number of kilometres by administrative decision, preventing travel to the campsite

A credit voucher for an amount corresponding to the total of amounts already paid, valid for two years, will be issued by the campsite. If the customer rejects this credit voucher, he/she will receive a refund, on request, of the corresponding amount.

For all other reasons :

- Example 1 - Cancellation up to 16 (sixteen) days before start of stay: the deposit of 15% of the price of the stay will be kept by the campsite by way of cancellation costs. Amounts paid, minus the deposit, will be refunded. If the payment has been made in part or in totality using a credit voucher of a value greater than that of the deposit, the deposit of 15% of the amount of the stay will be kept by the campsite by way of cancellation costs. A new non-refundable credit voucher valid for 2 years useable at the campsite at which the stay was cancelled will be issued for the amount of the initial credit voucher after deduction of the 15% deposit. The remaining amounts paid other than by credit voucher will be refunded.
- Example 2 - Cancellation between 15 days and 6 days before the start of the stay. A sum of 30% of the total amount of the stay will be retained by the campsite as a cancellation fee. A credit voucher will be issued for an amount corresponding to the sums paid minus the cancellation fee, which is equal to 30% of the total amount of the stay. This credit voucher is non-refundable, non-transferable, and may only be used at the campsite at which the stay was cancelled and is valid for two years.
- Example 3 - Cancellation between 5 days before and up to the day scheduled for start stay. The total amount paid, i.e. the total amount of the stay, will be retained by the campsite. No refund will be paid. If the customer does not arrive at the campsite within two days of the date of start of stay, without previously informing the campsite by letter or e-mail, the reservation will be considered as having been cancelled by the customer. The campsite therefore reserves the right to make the accommodation available for rent again.

In the event of the stay being cancelled, the amount paid in holiday vouchers may not be subject to any refund, in accordance with Article L.112-14 I. of the French Monetary and Financial Code. In this event, a non-refundable credit voucher valid for 2 years, useable at the campsite where the stay was cancelled, will be issued for the amount of the sums paid in holiday vouchers, after deduction of any deposit that may have been paid, in line with the conditions indicated above.

b. If campers cancel their bookings having taken out cancellation insurance. Amounts paid are covered by the guarantee in line with the terms & conditions of cancellation. If the reason is not covered by the cancellation insurance or if the case is rejected by it, the general conditions of sale of paragraph 4 a. apply and the cost of cancellation insurance will be deducted from the amounts paid in the event of cancellation.

### DURING YOUR STAY CAMPING PITCHES :

- Arrival: In the afternoon as from 2 p.m. Departure: before noon. You will be required to pay a deposit of 50€ by CB.
- Every change during your stay, not mentioned in the contract (persons, tent, extra car ...) has to be payed on site.
- During your stay, it is up to campers to ensure they have insurance cover: campers are responsible for looking after their personal belongings (bicycles etc.). The village shall in no event be held liable in case of an incident involving campers' civil liability.

All visitors must comply with the provisions of the internal regulations. Each named tenant is responsible for disturbances and nuisance caused by persons staying with or visiting them.

### DURING YOUR STAY ACCOMMODATION :

1. Arrival : You will get the key of your accommodation in the afternoon between 5 p.m. and 8 p.m. You will be required to pay a deposit of 200€ by CB.
2. During your stay, it is up to campers to ensure they have insurance cover: campers are responsible for looking after their personal belongings (bicycles etc.). The village shall in no event be held liable in case of an incident involving campers' civil liability.

All visitors must comply with the provisions of the internal regulations. Each named tenant is responsible for disturbances and nuisance caused by persons staying with or visiting them.

Any change of accommodation during the stay, initiate by the client, will be charge of 85€ (cleaning fee).

3. Departure : You have to leave the accommodation between 7 a.m. and 10 a.m., make an appointment at the reception 2 days before departure.

The accommodation shall be left perfectly clean, so that the inventory may be checked. Any breakage or damage will be charged, along with any repairs to the premises, if that should prove necessary. At the end of your stay, the deposit shall be refunded to you after deduction of compensation retained, on production of supporting invoices against possible damage as ascertained during the departure inventory.

The retention of the deposit does not preclude additional compensation in the event of the expenses being greater than the amount of the deposit.

- The end cleaning must be done by the tenant. If management deems it necessary, we will ask for a cleaning fee of 85 €.

• For any delayed departure, you may be charged for an additional day at the price applicable for that night.

PS: If you plan to leave the accommodation outside the openings hours of the reception, we recommend you to pay the deposit by credit card; we will send it back to you after checking the state of the accommodation. You will have to pay the cleaning automatically ( 85€).

- We are unable to accept more guest per accommodation than the maximum number for which it was designed .

**PETS:** Pets are permitted in Yelloh! Village Aloha campsites, with payment required when the booking is made.

When admitted, they must be kept on a lead at all times. They are prohibited from swimming-pool areas, in food shops, and in the buildings. Dogs' and cats' vaccination certificates must be up to date. Dogs of 1st and 2nd category are forbidden.

### IMAGE REPRODUCTION RIGHTS

You give permission to Yelloh! Village Aloha, as well as to any person chosen by Yelloh! Village Aloha, to take photographs of you, to record you or to film you during your stay with Yelloh! Village Aloha and to use the resulting images, sounds, videos and recordings using any media (especially on Yelloh! Village websites and web pages, including Facebook, Instagram, on Yelloh! Village Aloha information and promotion media and on travel and tourism guides). This permission applies for you as well as for people staying with you. The sole purpose of this is to promote and to provide information about Yelloh! Village establishments and the Yelloh! Village Aloha network, and may in no event damage your reputation. This permission is provided free of charge for all countries and for a period of 5 years.

**DISPUTES:** Claims regarding non-compliance of services with binding commitments may be submitted by post or email to the manager of the village concerned or to Yelloh! Village.

### MEDIATION

In the event of a dispute with one of the establishments in our group, you may contact us in the following way:

- Send a registered letter with acknowledgement of receipt to the manager of the village concerned

- Send a copy of this letter to customer services at customerservice@yellohvillage.com or by post to YELLOH! VILLAGE - BP 68 - 7 chemin du môle - 30220 AIGUES MORTES - FRANCE. If you are not satisfied with the response you receive, you may refer to the CM2C mediation centre after a period of one month following the time you sent these letters/emails. Please make your submission online at ec.europa.eu or by post to: CM2C - 14 rue Saint Jean 75017 PARIS - FRANCE

### INTERNAL REGULATION

Warning : A Aloha bracelet will be allocated per person on arrival, for access to the campsite and activities, and for your own security (deposit required). It must be worn visibly and at all time throughout your stay; and must be returned on your departure day to recover your deposit.

Photographs: During the season, photo stories are realised for the communication of the campsite. Every person staying on the campsite accepts the use of his image.

Visitors: Every visitor has to announce himself at the reception, and pay an entrance fee.

Pools : Swimming shorts and boardshort are forbidden. Partial or total nudity are not allowed inside our pools waterpark.

### YELLOH! VILLAGE ALOHA'S RESPONSIBILITY

The client acknowledges that Yelloh! Village Aloha may not be held responsible for any false information supplied by its partners or by any third party that might be specified in the Yelloh! Village Aloha brochure or on Yelloh! Village website and personal website www.alohacamping.com, concerning the residential premises, and particularly its photographs, descriptions, activities, leisure activities, services and dates of operation. All photographs and text used in the brochure or on the Yelloh! Village Aloha website are non-contractual. They are for information purposes only. Certain activities and facilities offered by the Yelloh! Village Aloha and specified in the brochure description may be cancelled, particularly when due to adverse weather conditions or major force, as defined by French law.

### DATA PROCESSING AND LIBERTIES

The information that you provide us at the time of your booking will not be transmitted to any third party. Yelloh! Village Aloha shall treat this information as confidential. It shall be used solely by the Yelloh! Village internal services, for processing your booking and to reinforce and personalize communication and the services offered to Yelloh! Village clients, concerning your centres of interest. In accordance with the data protection law of 6 January 1978, you have the right to access, rectify and challenge personal data concerning you. To this purpose, you simply need to write to us at the following address, indicating your surname, first name, and address:

ALPHA CAMPING 34410 Sérignan-plage - FRANCE - Tél : 00 33 (0)4 67 39 71 30 E-mail : info@alohacamping.com Internet : www.alohacamping.com

Yelloh! Village BP 68 F - 30220 Aigues-Mortes N° SIRET : 432 366 839 00038

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