

## General Terms and Conditions of Sale

These conditions are applicable to all Romanée campsites.

### GROUPE ROMANEE

91 Cours Lafayette – 69006 LYON

05 79 87 02 59 – reservation@grouperomanee.com

[www.grouperomanee.com](http://www.grouperomanee.com)

**ORDER or RESERVATION or RENTAL:** Purchase of Services.

**SERVICES:** Seasonal rental of accommodation or bare pitches for "tourism".

**ACCOMMODATION:** Tent, caravan, mobile leisure home, light leisure dwelling, studio, and gîte.

**GROUP:** Any reservation of more than 4 pitches (bare or rental) by the same individual or by different individuals who know each other and travel together for the same reasons on the same dates to a campsite operated under the "Romanée" brand is considered a group.

**MAXIMUM SLEEPING CAPACITY:** The maximum sleeping capacity corresponds to the number of people allowed to stay in accommodation or on a campsite pitch. For accommodations, the maximum number is indicated during the online booking or in a descriptive binder in the case of a counter booking at the campsite reception. For bare pitches, the maximum number of people allowed to stay will always be 6 people

#### ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the grounds of campsites operated under the "ROMANEE" commercial brand, to non-professional clients ("The Clients" or "the Client"), via its website [www.grouperomanee.com](http://www.grouperomanee.com) or by phone, postal mail, or electronic mail (emails), or at a location where the Provider markets the Services. They do not apply to pitch rentals intended for the reception of mobile leisure residences (mobile homes), which are subject to a "leisure" contract.

The main characteristics of the Services are presented on the website [www.grouperomanee.com](http://www.grouperomanee.com) or in written form - paper or electronic - in the case of booking by a means other than a remote order. The Client is required to read them before placing an order. The choice and purchase of a Service are the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other conditions of the Provider, including those applicable to other sales channels of the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the Client is the one in force on the website or communicated by the Provider at the time the Client places the Order.

Unless proven otherwise, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the data protection law and the European Data Protection Regulation, the Client has, at any time, the right to access, rectify, and oppose if the processing is not essential for the execution of the order and the stay, as well as their consequences, to all of their personal data by writing, by mail, and proving their identity to:

ROMANEE

91 Cours Lafayette – 69006 LYON

#### ARTICLE 2 – RESERVATIONS

The Client selects on the website or fills in on any document sent by the Provider the services they wish to order, according to the following steps:

- Availability;

- Selection of the stay;
- Choice of options;
- Order confirmation.

It is the Client's responsibility to verify the accuracy of the Order and immediately inform the Provider of any error. The Order will only be considered final after the Provider sends the Client a confirmation of the acceptance of the Order, by email or postal mail, or by signing the contract in the case of booking directly at the Provider's premises where the Services are marketed.

Any Order placed on the website [www.grouperomanee.com](http://www.grouperomanee.com) constitutes the formation of a remote contract between the Client and the Provider. Every Order is personal and cannot be transferred under any circumstances.

Acceptance of these General Terms and Conditions and the conclusion of the Rental Contract imply that the Client has the legal capacity to enter into a contract, or, in case of incapacity, that they have the authorization of a guardian or curator.

The pitches and accommodations offered on the Romanée website and that of the campsites operated under the "Romanée" brand are exclusively addressed to individual clients.

For any GROUP reservation request, you must contact the campsite where you wish to book by phone, email, or via our "contact" section. The campsite operated under the "Romanée" brand reserves the right to review the reservation request before accepting or rejecting it.

It is reminded that every participant in the stay, regardless of their age, counts as one participant. Thus, a baby (or a child) equals one participant just like an adult.

In the case of renting a bare pitch, the Client must imperatively indicate the size of their vehicle (caravan, motorhome, trailer) before booking. Any error in dimensions may result in the inability to stay on the pitch at the Client's expense.

### **ARTICLE 3 – RATES**

The Services offered by the Provider are provided at the rates in effect on the website [www.grouperomanee.com](http://www.grouperomanee.com), or on any of the Provider's information supports, at the time the Client places the order. Prices are expressed in Euros, both excluding and including tax.

The rates take into account any discounts that may be granted by the Provider on the website [www.grouperomanee.com](http://www.grouperomanee.com) or on any information or communication medium.

These rates are fixed and non-revisable during their validity period, as indicated on the website [www.grouperomanee.com](http://www.grouperomanee.com), in the email, or in the written proposal sent to the Client. Beyond this validity period, the offer becomes void, and the Provider is no longer bound by the prices.

They do not include processing and management fees, which are billed in addition, under the conditions indicated on the website [www.grouperomanee.com](http://www.grouperomanee.com) or in the information (mail, email, etc.) communicated to the Client before placing the Order, and calculated before the Order is placed.

The payment requested from the Client corresponds to the total amount of the purchase, including these fees. An invoice is issued by the Seller and given to the Client at the latest when the balance of the price is paid.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/municipal community, is not included in the rates. Its amount is determined per person per day and varies depending on the destination. It must be paid at the time of payment for the Service and is itemized separately on the invoice.

### **ARTICLE 4 - PAYMENT CONDITIONS**

#### **4.1. DEPOSIT**

Amounts paid in advance are considered deposits. They constitute a down payment on the total price owed by the Client. A deposit corresponding to 25% of the total price of the Services ordered is required when the order is placed by the Client. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will

be deducted from the total amount of the order. It will not be refunded by the Provider in case of cancellation of the stay.

The balance of the stay must be paid in full 30 days before the arrival date (failing which, the reservation may be canceled).

#### 4.2. PAYMENTS

Payments made by the Client will only be considered final after the Provider has successfully received the amounts due.

In the event of late payment and payment of amounts owed by the Client beyond the period specified above, or after the payment date indicated on the invoice sent to them, late payment penalties calculated at a weekly rate of 10% of the total price including tax for the provision of the Services will automatically and rightfully accrue to the Provider, without any formality or prior notice.

The delay in payment will result in the immediate payment of all amounts owed by the Client, without prejudice to any other action that the Provider may be entitled to take against the Client in this regard.

#### 4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

Furthermore, the Provider reserves the right, in the event of non-compliance with the payment conditions outlined above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the fulfillment of its obligations after a notice to comply has remained unaddressed.

### **ARTICLE 5 - PROVISION OF SERVICES**

#### 5.1. AVAILABILITY AND USE OF SERVICES

The accommodation and related pitch can be occupied from 4:00 PM on the day of arrival and must be vacated by 10:00 AM on the day of departure. The balance of the stay must be paid in full:

- 30 days before the arrival date (failing which, the reservation may be canceled).

Bare pitches can be occupied from 2:00 PM on the day of arrival and must be vacated by 12:00 PM (noon) on the day of departure. The balance of the stay must be paid in full:

- Upon arrival for bare pitches (intended for motorhomes, caravans, or tents).

The accommodations and pitches are designed for a specific number of occupants and cannot, under any circumstances, be occupied by more people than allowed. Furthermore, it is strictly forbidden to add any other type of accommodation to pitches that already have an accommodation installed by the Provider.

The accommodations and pitches must be returned in the same condition of cleanliness as when delivered. Failing this, the tenant must pay a flat-rate fee for cleaning, as specified on the Provider's website. Any damage to the accommodation or its accessories will require immediate repairs at the tenant's expense. The inventory at the end of the rental period must match the inventory at the beginning of the rental period.

Wearing a wristband provided by the campsite at the beginning of the stay may be required by the Provider to access the pool and, more generally, all the campsite's facilities. Failure to comply with this requirement may result in the Client being denied access. One wristband will be issued per occupant declared at the time of booking. Lending the wristband to a third party is strictly prohibited. Any lost wristband will be charged to the Client at a rate of €10 including tax, either at the end of the stay or when a new wristband is issued. The wristband may be of the "event" type, meaning it cannot be removed during the stay unless cut, which the Client agrees to.

It is forbidden to charge an electric vehicle using the electrical network of the mobile home. If the campsite has charging stations specifically designed for electric vehicles, the Client may use them by paying the applicable fee. If the campsite does not have charging stations specifically designed for electric vehicles, the Client must charge their vehicle outside the campsite.

#### 5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the Client on the day the keys are handed over and will be returned on the day of departure, minus any potential costs for repairs.

This deposit does not constitute a limit of liability.

## **ARTICLE 6 – DELAY, INTERRUPTION, OR CANCELLATION OF STAY BY THE CLIENT**

No reduction will be granted in the case of a late arrival, early departure, or a change in the number of persons (whether for the entire or part of the planned stay).

### **6.1. MODIFICATION**

In the event of a change in dates or the number of persons, the Provider will make every effort to accommodate date change requests within the limits of availability, without prejudice to any additional costs; in any case, this is a best-efforts obligation, and the Provider cannot guarantee the availability of a pitch or accommodation or another date; an additional charge may be requested in these cases.

Any request to reduce the length of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

### **6.2. INTERRUPTION**

An early departure will not result in any refund from the Provider.

### **6.3. CANCELLATION**

If a cancellation insurance policy has been validly subscribed and exercised, the cancellation and refund procedures must be carried out in accordance with the insurer's general conditions.

It should be noted that cancellation insurance can only be taken out at the time of the initial booking request, and the client undertakes to read the insurance conditions offered at the time of their initial booking.

Unless otherwise specified at the time of booking, if no cancellation insurance has been validly subscribed or exercised, the cancellation fees will be calculated as follows:

- Cancellation up to the 31st day before the scheduled arrival date: 25% of the total amount of the stay will be retained by the Provider (corresponding to the deposit amount);
- Cancellation from the 30th day to the 16th day before the scheduled arrival date: 50% of the total amount of the stay will be retained by the Provider;
- Cancellation from the 15th day to the scheduled arrival date: 100% of the total amount of the stay will be retained by the Provider.

To be validly considered, any cancellation must be notified in writing to the manager of the accommodation.

### **6.4. CANCELLATION IN CASE OF PANDEMIC**

#### **6.4.1.**

As an exception to Article 6.3 CANCELLATION, in the event of a total or partial closure of the establishment during the dates of the booked stay (which includes a measure of total or partial prohibition of public access, insofar as the Client is directly affected by the application of this measure) decided by public authorities, and which is not attributable to the Provider, the amounts paid in advance by the Client for the booking of the stay that cannot take place will be refunded in accordance with the legal or regulatory provisions governing such closure or its consequences.

The Provider shall not be liable for any additional compensation beyond this refund of amounts already paid for the booking of the stay.

#### **6.4.2.**

Any cancellation of the stay duly justified by the fact that the Client is affected by COVID-19 (infection) or another infection considered as a pandemic, or is identified as a contact case, and that this situation prevents their participation in the stay on the scheduled dates, will be without cancellation fees or refund from the Provider. It is up to the client to subscribe to cancellation insurance in accordance with Article 6.3 CANCELLATION.

#### **6.4.3.**

In the event that the Client is forced to cancel the entire stay due to government measures preventing participants from traveling (general or local lockdown, travel ban, border closures), even though the campsite is able to fulfill its

obligation and accommodate the Clients, the Provider will not be liable for any specific refund. It is recommended to refer to Article 6.3 CANCELLATION.

6.4.4.

If the Client has subscribed to specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the Client must take all necessary steps with the insurer.

## **ARTICLE 7 - CLIENT OBLIGATIONS**

### **7.1. CIVIL LIABILITY INSURANCE**

The Client staying on a pitch or in accommodation must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

At least one adult (18 years or older) per reservation must be declared in the contract and present throughout the stay. A minor is not allowed to stay alone on a pitch. Minors must have parental authorization to stay at the campsite.

### **7.2. PETS**

Pets are accepted with a limit of one per accommodation, under the responsibility of their owners, except for new pets (NAC) and dangerous animals, particularly dogs of categories 1 and 2 (L.211-11 and L.211-12 of the Rural Code). They must always be kept on a leash within the campsite and must not be left alone in the accommodations, even momentarily. Pet owners are required to pick up their pets' excrement and dispose of it in a trash bin. Pets must be vaccinated, and their owners must have an up-to-date vaccination record.

Pets are accepted with the available packages offered by the Provider and payable on-site.

### **7.3. RULES AND REGULATIONS**

An internal regulation is displayed at the entrance of the establishment and at the reception. The Client is required to read and comply with it. It is available upon request.

Failure to comply with the internal regulations may result in the termination of the accommodation contract and the immediate expulsion of the clients and/or all occupants of the accommodation without any entitlement to a refund of the amounts paid.

## **ARTICLE 8 - PROVIDER'S OBLIGATIONS – WARRANTY**

The Provider guarantees the Client, in accordance with legal provisions and without additional payment, against any non-conformity or hidden defect arising from a defect in the design or execution of the ordered Services.

To exercise their rights, the Client must notify the Provider, in writing with acknowledgment of receipt, of the existence of defects or non-conformities within a maximum period of 24 hours from the provision of the Services.

The Provider will reimburse, correct, or arrange for the correction (as far as possible) of the services deemed defective as soon as possible and no later than 2 days following the Provider's acknowledgment of the defect or fault. Reimbursement will be made by crediting the Client's bank account or by sending a bank check to the Client.

The Provider's warranty is limited to the reimbursement of the Services actually paid for by the Client. The Provider cannot be considered responsible or in default for any delay or non-performance due to the occurrence of a force majeure event as commonly recognized by French case law.

The Services provided through the Provider's website [www.grouperomane.com](http://www.grouperomane.com) comply with the applicable regulations in France.

## **ARTICLE 9 – PROVIDER'S LIABILITY EXCLUSIONS**

### **a. Pine Cones and Branches**

The Provider will not be held responsible for material damage caused by the fall of light branches or pine cones, including damage to vehicles belonging to the Clients. Parking areas near accommodations are particularly susceptible to this type of risk despite professional and regular tree pruning. The Client acknowledges this risk and agrees to accept and mitigate it through any means (such as protective tarps). If the Client wishes to avoid any

inconvenience, they must park their vehicle in the parking area at the entrance of the establishment, if applicable, or in the designated public parking spaces.

b. Pools, Basins, Swimming

According to the opinion of the Conseil d'Etat (Section de l'Intérieur) No. 353 358 dated January 26, 1993, surveillance of pools and basins is not mandatory, and swimming is undertaken at the users' own risk. Parents must supervise their minor children at all times. Any accidents or drownings occurring in the pools or basins will be the sole responsibility of the user and/or their parents. The Provider cannot be held liable in any case.

**ARTICLE 10 – RIGHT OF WITHDRAWAL**

Activities related to organizing and selling stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with Article L221-28 of the Consumer Code.

**ARTICLE 11 – PERSONAL DATA PROTECTION**

The Provider, author of these terms, implements personal data processing based on:

Legitimate Interest: When pursuing the following purposes:

Marketing

Managing relationships with clients and prospects

Organizing, registering, and inviting clients to the Provider's events

Processing, executing, marketing, producing, managing, and following up on client requests and files

Drafting documents on behalf of clients

Compliance with Legal and Regulatory Obligations: When implementing processing for the purposes of:

Preventing money laundering and financing terrorism, and combating corruption

Billing

Accounting

The Provider retains data only for the duration necessary for the purposes for which it was collected and in compliance with current regulations. Specifically:

Client data is retained for the duration of the contractual relationship plus 3 years for marketing and prospecting purposes, without prejudice to data retention obligations or limitation periods.

For money laundering and terrorism financing prevention, data is retained for 5 years after the end of the relationship with the Provider.

For accounting purposes, data is retained for 10 years from the end of the accounting period.

Prospect data is retained for 3 years if no participation or registration in Provider's events has occurred.

Data is intended for authorized persons within the Provider's organization. In accordance with the Data Protection Act and the European General Data Protection Regulation, individuals have the right to access, rectify, query, limit, port, and delete their data.

Individuals also have the right to object at any time, for reasons related to their particular situation, to personal data processing based on the Provider's legitimate interest, as well as the right to object to commercial prospecting. They also have the right to set general and specific directives on how they wish their rights to be exercised after their death:

By email to: [dpo@grouperomanee.com](mailto:dpo@grouperomanee.com)

By mail to: ROMANEE, 91 Cours Lafayette – 69006 LYON

Individuals have the right to file a complaint with the CNIL.

**ARTICLE 12 – INTELLECTUAL PROPERTY**

The content of the website [www.grouperomanee.com](http://www.grouperomanee.com) is the property of the Provider and its partners and is protected

by French and international intellectual property laws. Any reproduction, distribution, or partial or full use of this content is strictly prohibited and may constitute an infringement.

Additionally, the Provider retains all intellectual property rights to photographs, presentations, studies, drawings, models, prototypes, etc., created (even at the Client's request) for the purpose of providing Services to the Client. The Client is therefore prohibited from reproducing or exploiting such studies, drawings, models, prototypes, etc., without the Provider's express, written, and prior permission, which may be subject to a financial consideration.

The same applies to names, logos, or any other graphic representation or text owned by or used and disseminated by the Provider.

#### **ARTICLE 13 – APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the transactions arising from them are governed by and subject to French law. These General Terms and Conditions of Sale are written in French. In the event of a translation into one or more foreign languages, only the French text shall prevail in the case of a dispute.

#### **ARTICLE 14 – DISPUTES**

All disputes arising from the purchase and sale operations under these General Terms and Conditions, regarding their validity, interpretation, execution, termination, consequences, and follow-ups, which cannot be resolved between the Provider and the Client, will be submitted to the competent courts under common law conditions.

The Client is informed that they may, in any case, resort to a conventional mediation procedure or any other alternative dispute resolution method in case of a dispute. In accordance with the provisions of the Consumer Code regarding "consumer dispute mediation process," the client has the right to use the free mediation service offered by ROMANEE:

The "consumer law" mediator is CM2C (pending validation by CECMC). This mediation service can be contacted electronically at: <https://cm2c.net> or by postal mail at: CM2C – 14 rue Saint Jean 75017 PARIS.

#### **ARTICLE 15 – PRE-CONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Client acknowledges having been provided, prior to placing their Order, in a clear and comprehensible manner, with these General Terms and Conditions of Sale and all the information and details specified in Articles L111-1 to L111-7 of the Consumer Code, as well as the information required under the decree of October 22, 2008, relating to pre-contractual consumer information on the characteristics of rental accommodations in outdoor hospitality, including:

The essential characteristics of the Services, considering the communication medium used and the Services concerned

The price of the Services and additional fees

Information regarding the Provider's identity, postal, telephone, and electronic contact details, and activities, if not evident from the context

Information on legal and contractual warranties and their implementation

The features of digital content and, if applicable, its interoperability

The possibility of resorting to conventional mediation in case of a dispute

Information on termination procedures and other important contractual conditions.

By ordering on the website [www.grouperomanee.com](http://www.grouperomanee.com), the Client fully and unconditionally accepts these General Terms and Conditions of Sale, which is expressly acknowledged by the Client, who renounces, in particular, to invoke any contradictory document that would be unenforceable against the Provider