#### **OUR 2021 GENERAL TERMS AND CONDITIONS**

#### ARTICLE 1 - OBJECT

The object of the present General Terms and Conditions is to define the terms in which:

SOCNAT SA, with a capital of €1,175,638.07

Registered in the Bordeaux Companies and Trade Register under number 775 658 909

Headquarters: 44-46 avenue de l'Europe, Chemin de Montalivet, 33930 Vendays-Montalivet

Offers the sale of the services presented on its websites (hereinafter defined and referred to as the "Websites") and catalogues (hereinafter defined and referred to as the "Catalogues") to individual clients (hereinafter referred to as the "Client").

The service covering the main part of the contract signed between SOCNAT and the Client is for the hire of Accommodation (hereinafter defined) on campsite pitches in France and in Europe (hereinafter defined as the "Campsites").

# **ARTICLE 2 - DEFINITIONS**

> "Company": SOCNAT

> "Peak season": means the period from 03/07/2021 to 28/08/2021

> "Low season": means the period from the date the Campsites open until 03/07/2021 and from 28/08/2021 until the date the Campsites close.

Note that the Company may change the Campsite opening and closing dates. This constitutes a change of stay as defined in Article 13.2 below.

> "Brochure": means the Brochures presenting the Accommodations and campsites produced in paper format by the Company or posted in a digital version on its Websites. The list of campsites and information presented in the Brochure may be changed. Updates and erratums are published on the Websites.

> "Websites": www.tohapi-naturiste.fr or any URL that automatically opens these addresses.

"Optional Equipment and Services": means any additional equipment or services that may be offered to the Client at the time of booking or on site during his/her stay. These include but are not limited to: baby cot, high-chair, television, linen, barbecues, additional car park, authorised pets, laundrette, internet/WiFI connection, guaranteed location, area or view, etc. The availability of these equipments and services depends on each Accommodation, campsite and availability at the time of booking, and cannot be guaranteed. The Client is hereby informed that some Accommodation units do not have enough space for a baby's cot.

> "Accommodation": means the various family units offered for lease, including bare pitches, by the Company to Clients of which the features and prices are stated on the Website and in the Brochures (also see general accommodation terms and conditions).

Each Accommodation unit is provided for a set number of adults and children, specified in the Brochures or on the Websites. People over 11 years old are deemed to be adults. Children aged between 0 and 3 years are free. The names of the accommodation ranges and types are not binding; these are provided as an indication only and may be changed at any time by the Company without giving rise to any indemnity for the Client.

> "Campsite Services": means the various activities/entertainment, equipment/infrastructure and/or facilities offered by the Campsite free or not of charge.

It is brought to the Client's attention that:

•• Certain services may not be open all year round,

• Not all of the Campsites' swimming pools are heated and not all of the water features presented in the Brochures and on the Websites can be used for swimming. It is therefore up to the Client to ask before making the booking whether he/she will have access to these services.

• As the dates for which the swimming pools are open and heated were not confirmed at the time the Brochure was published, please contact your booking advisors on 0033 (0)5 33 092 092.

# ARTICLE 3 - ACCEPTANCE OF PRESENT GENERAL TERMS AND CONDITIONS

E 3.1 By booking an Accommodation in compliance with the provisions of Article 5 herein below, the Client acknowledges that he/she has read and accepted the present General Terms and Conditions. Reception and inspection upon departure;

• The Campsite Services and Equipment, except for those that are not free of charge or are optional. > Our prices do not include:

- Bed linen hire (except for the premium range);
- Towel hire (except for the premium range);
- Cancellation insurance:
- Booking fees of €20;
- Cleaning;
- Paying activities offered by the campsite (to be paid on site);
- Taxes (tourist tax and eco-participation tax depending on the site);
- Additional fee for pets depending on the campsite;

 The bond except where exempted. The bond amount varies depending on the Campsite chosen by the Client.
 Additional services (consumer wristbands, security wristbands, car badges, food, amusement parks, physical equipment, shuttle services, additional pitches, etc.). The Company cannot guarantee the availability of all of these additional services. The Client shall enquire at the Campsite reception to ask whether these services are available and how much they cost. The Campsite may request a visitor's tax for any daytime visitor. It is possible that the Campsites does not accept the visitors or that the visitor tax may not grant access to all of the Campsite's Services.

#### > Pricing

The applicable accommodation rate is the price in force on the day of the booking, subject to availability. When a Client requests a quote it will indicate the period for which it is valid. Once this period has expired the price offered on the quote is no longer guaranteed.

If there is a clear error in the price indicated, such as a ridiculously low price in comparison to the average price practiced for the same stay at the same period, the Client shall be informed that the contract is deemed to be null and that he/she shall be reimbursed any payments already made without compensation, at whatever period the Company notices the error, unless the Client accepts the new price offered by the Company.

#### > Retroactivity:

Discounts and offers offered by the Company after the booking date may not be applied to any booking already paid in full or in part.

# **ARTICLE 5 - BOOKINGS AND PAYMENT**

E 5.1 To make a booking the Client must be of legal age of maturity and capacity. The Company reserves the right to refuse minors unaccompanied by their parents or legal guardian. Minors accompanied by persons over the legal age of majority that do not have parental authority must present a certificate of parental consent, without which the Campsite may refuse the minor's entry to the site.

When making a booking, the Client must provide the first and last names and birth dates for each person staying at the accommodation and the license plate number for any cars that will be parked inside the campsite. The Company has the right to refuse any person not listed on the booking form. The Client must be one of the persons staying at the site. For security and insurance purposes, the number of occupants listed by the Client when making the booking may not be exceeded, any person over the number booked will be refused.

E 5.2 So that the Company can guarantee a space that is relaxing, welcoming and family-friendly for its Clients, it reserves the right to refuse:

 Group bookings that have made their booking through sales networks for individual Clients (website, booking centres, tour operators, etc.)

• Bookings by a Client for which the number of people staying in several Accommodation units at the same Campsite for the same period exceeds 12 (twelve) people.

 Bookings by a Client for which the number of mobile homes or Accommodation units booked for the same Campsite and for the same period represents more than:

• 2 mobile homes on "Partner"

examine any group booking requests to ensure that these are compatible with the use of the Campsite for the requested period. It may ask participants to sign a code of good conduct.

E 5. Extending stays on site:

For stays extended on site,

For partner campsites, bookings must be made by calling the booking center and paying by bank card.

For the Company's campsites, bookings must be made with the campsite reception.

- E 5.3 There are four different ways to book:
  By telephone: 0033 (0)5 33 092 092 (price of a local call in France);
- Via the www.tohapi-naturiste.fr websites;
- By email to <u>reservations@tohapi-naturiste.fr;</u>
- On site at the Campsite reception (except
- for partner campsites). E 5.4 Terms for making an order

Bookings for a Campsite stay take place as follows:

1. The Client chooses a campsite based on its description.

2. The Client selects the length of the stay, date of departure, number of participants and type of accommodation.

3. The Client also indicates whether he/she would like to take the insurance or other additional services offered by the Company.

4. The Client must provide all of the information requested by the Company or certified retailer:

• by answering the questions asked by the booking agent if booking by telephone;

• by completing the booking form on the Websites when booking online.

5. The Client books on behalf of all beneficiaries listed in the booking. The Client certifies and is under the obligation to ensure that all information given is accurate. 6. The Client is given access to a booking summary or receives a document including all of the details regarding dates, selected services and total price so that he/she can check the details of the order. The Client must ensure that all information shown in this summary comply with what he/she has selected, being understood that any later change or cancellation will be invoiced in compliance with the present terms and conditions.

7. The Client validates the order or explicitly accepts the quote by email after having read and accepted the Company's present General Terms and Conditions.

8. The Client chooses a payment method and pays all sums under the following terms:a deposit or the entire booking

# price including:

- the price for optional Equipment chosen at the time of the booking;
- booking fees of 20 (twenty) euros including tax for all bookings made by email, post or telephone.
   These fees are waivered for internet bookings;
- the price of the Insurance policy/policies that the Client will have taken out;
- the price of any additional services.

For internet or telephone bookings paid by credit card, the booking shall be immediately validated and final unless there is a payment error.

For bookings by email with payment by cheque, credit card or ANCV holiday cheques, the booking is only validated once the Company has checked the availability of the Accommodation unit or units requested by the Client. If these are not available, the Company shall contact the Client to offer

E 3.2 Acceptance of the present General Terms and Conditions may only be full and complete. Any conditional acceptance shall be deemed to be null and void. The present General Terms and Conditions are up to date on the day they are published online and cancel and replace any prior version.

E 3.3 The present General Terms and Conditions as well as the booking form given to the Client together constitute the contract of the stay and all of the contractual relations between the parties.

# **ARTICLE 4 - PRICE OF STAY**

All prices are given in euros including all taxes, except for administration fees and tourist and eco-participation taxes.

#### >Our prices include:

• The use of the Accommodation unit or units concerned fully equipped in compliance with the description given on the Website or Catalogues;

• Water, gas and electricity (except for bare pitches);

• 3 mobile homes on the Company's sites.

□ Bookings of more than 2 or 3 Accommodation units, depending on the site, by the same natural person or by different natural persons but that know each other and are travelling together for the same purpose at the same dates to the same Campsite, are deemed to be a group.

For the above-mentioned Group bookings, all booking requests must be made via the company's Group service (Ph.: 033 (0)5 33 092 092 - price of a local call in France; or by email to <u>reservations@tohapi-naturiste.fr</u>), which is the only service authorised to process Group requests. The Company reserves the right to other accommodation.

The booking will be validated once the Client's choice has been validated. The Company shall send the Client a booking confirmation form and a payment record. If the Company is unable to find a replacement solution with the Client, it will promptly reimburse all sums already paid by

the Client no later than 30 days after receiving the booking request.

9. The Client receives confirmation of the booking by email. This constitutes the agreement made between the Client and the Company.

10. The Client shall be sent the confirmation voucher used to access the stay at the address he/she will have provided. However, where appropriate, the Client must pay the remainder of the booking no later than 4 (four) weeks before his/her arrival.

E 5.5 Payment methods

Depending on the way the booking was made, the following payment methods are accepted:

Bank card for all types of bookings;

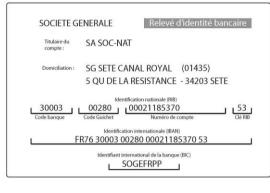
• Cheque written to the order of S.A. SOCNAT;

 ANCV holiday cheques (if using this method we advise that the cheques are filled in and sent to the Company by registered mail with acknowledgement of receipt or any other secured manner).

Only holiday cheques actually received will be counted. It is up to the Client to verify how may are included before sending them.

The Company may not be held liable if it does not receive the ANCV cheques.

. Bank transfer to the following bank account: **BANK ACCOUNT DETAILS** 



All payments must be sent to the address indicated in Article 17 below.

E 5.6 The Client must pay, using the above-mentioned payment methods, the total price of the stay no later than 4 (four) weeks before his/her arrival at the site. Failure to pay within this period entitles the Company to deem the booking as cancelled and the terms of Article 14 below shall apply.

E 5.7 The Client undertakes to respect the following payment schedule:

If paying by bank card, cheque or transfer or by ANCV holiday cheques:

> For bookings made no later than 3 months before the start of the stay, the Client must pay in 1 instalment, or up to 4 instalments as follows:

At the time of booking: 25% of the price of the stay.
3 months before the stay: 25% of the booking price.

• 2 months before the stay: 25% of the booking price.

No later than 4 weeks before the stay: the remainder, namely 25% of the booking price.
 > For bookings between 2 and 3 months before the start of the stay, the Client must pay:

At the time of booking: 50% of the booking price
2 months before the stay: 25% of the

booking priceNo later than 4 weeks before the stay: the

remainder, namely 25% of the booking price. > For bookings less than 2 months before the start of the stay, the Client must pay:

At the time of booking: 75% of the booking priceNo later than 4 weeks before the stay: the

remainder, namely 25% of the booking price. > For bookings less than 4 weeks before the start of the stay, the Client must pay the full price of the booking by bank card or transfer.

For payments by holiday cheque (ANCV) on site: a deposit of 25% of the total price of the stay must be paid at the time of booking. In the event of a cancellation or no show, the Company shall retain the deposit.

E 5.8 At the Client's request, the Company shall issue a receipted invoice with a certification of stay at the end of his/her stay.

#### **ARTICLE 6 - TERMS OF ADMISSION**

E 6.1 In certain naturist campsites, people staying alone must be sponsored before their booking will be accepted (see full conditions in each campsite's internal

accommodation unit on sale again after 48 hours, which the Client may not object.

E 7.2 The Client must inspect the premises (inventory of equipment, state of equipment and cleanliness) within 24 hours of arriving. All claims must be presented to a Company representative. The latter will do his/her utmost to find a timely solution. No claims will be accepted after this period. In the same manner, any incident that occurs during the stay must be brought to a Company representative's attention, who will do his/her utmost to find a solution.

E 7.3 The Client undertakes to respect and have all of the occupants of the Accommodation respect the internal regulations of the Campsite and swimming pool, particularly with regard to mandatory conditions pertaining to nudity. Individual coal barbecues are prohibited. Electric, plancha and gas barbecues are tolerated. The campsite may also have common barbecue areas. The Client is responsible for asking what type of barbecue is authorised on his/he pitch.

In the event that the Client and/or the occupants of the Accommodation in question should breach the internal regulations of the campsite and swimming pool and/or the present General Terms and Conditions and/or behave in a manner unsuited to the calm and quiet nature of the Campsite, the Company may expel the said person or person from the Campsite after formal notification has been given. This event will not entitle the said person or persons to any reimbursement, even in part, of the stay. Members of groups must individually respect the internal regulations. The Company reserves the right to refuse minors unaccompanied by their parents or legal guardian. E. 7.4 Authorised pets:

Dogs (excluding categories 1 and 2): unless otherwise stated in the Catalogues and/or on the Websites and within the limits of each Campsite's terms of acceptance (namely category, weight/size of dog, etc.) which the Client must inform him/herself of before booking. The dog must be held on a leash when inside the Campsite. No dogs may stay alone in the Accommodation.

Cats: subject to the campsite's consent. The animal must be kept inside the accommodation, under the owner's entire responsibility.

Only one cat/dog is allowed per Accommodation, all other animals are forbidden.

Authorised pets must be tattooed or wear a chip. The Client must carry a valid vaccination certificate and pay an additional fee.

E 7.5 Subject to the Campsite's internal regulations, tents may be prohibited on pitches other than bare pitches.

E 7.6 The Client must take the necessary steps, particularly if travelling to a Campsite located on an island, to book transportation far enough in advance to ensure that he/she can arrive at the campsite on the dates of the booked stay. For stays outside of France, the Client is solely responsible for respecting the reception and stay terms of his/her place of destination.

# **ARTICLE 8 - CAMPSITE SERVICES**

Certain activities and facilities offered by the Campsites and described in the Catalogues and/or Websites may be cancelled or changed, particularly due to weather conditions or in the event of force majeure, or do not operate at the start or end of the season. The Company shall inform the Client of any work or renovations to be carried out on the Campsite or partner campsites at the time of their stay.

# **ARTICLE 9 - TOURIST TAX**

E 9.1 The tourist tax rate per day and per person over 18 years of age is included in the price of the stay when offered as a package.

When collected separately, the tourist tax must be paid at the time of the booking or at the campsite at the time of arrival. Tourist tax is collected on behalf of the local municipality and may be increased by an additional department-level tax.

E 9.2 In addition to the tourist tax, a eco-participation tax may also be collected at certain Campsites (the cost will be displayed at reception).

# ARTICLE 10 - DEPOSIT

E 10.1 Depending on the Campsite and if the Client has not taken any specific option, a deposit of between  $60 \in$  and  $400 \in$  may be requested on arrival.

the Client has not given the Operating Company's representative an entry inventory of fixtures, or if the Client has left the Campsite without carrying out an inventory of fixtures duly verified by the Operating Company's representative or the Partner Campsite. If the Client does not submit an entry inventory, they will be presumed to have taken the Accommodation in a good general state of cleanliness.

In the event of departure outside normal hours, the staff of the Operating Company will be the sole judge of the general state and cleanliness of the Mobile Home, which the Client accepts. If the rental is returned in good condition, the deposit will be returned by post if necessary, at the Client's expense, as quickly as possible.

E 10.3 Additional deposits for material required to access the Campsite (for example, magnetic cards for automatic barriers) and/or the use of the Campsite's Services may be required by the Campsite.

# **ARTICLE 11 - RIGHT OF WITHDRAWAL**

By virtue of the provisions of Article L. 221-28 12 of the French Consumer Code (Code de la consommation), the Company hereby informs the Client that the 14 day right of withdrawal is not applicable for the sale of accommodation services provided at a given date, or based on a defined periodicity.

However, Law No. 2014-344 of 17 March 2014 on consumer protection allows the Client to terminate any insurance contracts taken out within fourteen days of their subscription, only if the said insurance contract covers a risk for which the Client is already insured and if he/she can provide proof of this prior guarantee. This termination is only possible if no guarantee has been implemented on the day of the termination request.

# ARTICLE 12 - LIABILITY

> Liability of hotel-keepers

The provision of outdoor accommodation does not come under the liability of hotel-keepers stipulated in Article 1952 of the French Civil Code (Code civil). As a result, the Company may not be found liable in the event of a loss or theft of or damage to personal belongings in our Campsites, car parks or common areas (bicycle racks, shower blocks, etc.).

> Guarantee and liability of Websites

The Company only has, for all stages of access to its Websites, booking processes and ulterior services, only one obligation of means.

> Information provided on our Websites and catalogues at the time of booking are accurate. Nevertheless, it may change. It is up to the Client to check this information before his/her arrival at the Campsite.

> The photographs presenting our lodgings on the Websites and Brochures are non binding and provided as an indication only.

> The Company may not be held liable for any photographs or false, misleading or erroneous information mentioned in the Catalogues of Websites regarding the campsites that have been communicated by its partners or third parties of which they declare to hold the rights, and in particular any presentation photographs, descriptions, activities, entertainment, services or operating dates.

> Although the Company endeavours to maintain an operational service, it cannot guarantee constant access to its Websites and as a result declines any liability for any direct and/or indirect damage caused by an inability to access all or part of these Websites or that could arise from an internet user using the service.

> The Company may not be held criminally or penally liable for the consequences arising from the inappropriate or unauthorised use of the Websites or their content by internet users or any other third party.

> In addition, the Company may not be held liable for the non or poor performance of the signed contract, in the event of a breach by the Client, a case of force majeure or due to an unpredictable and insurmountable act committed by a third party exterior to the supply of services stipulated in the contract.

> In any case, should the Company be held liable for any reason whatsoever, any compensation shall be limited to the price of the stay.

#### regulations).

E 6.2 The booking may only be confirmed once the naturist charter completed and signed by the Client has been received.

# **ARTICLE 7 - THE STAY**

E 7.1 Arrival and Departure times and dates vary from campsite to campsite and are indicated on the Company's website: www.tohapi-naturiste.fr.

This information is also shown on the Confirmation Voucher sent to the Client.

If the Client is unable to arrive at the time indicated he/she must contact the Company's representative (using the telephone number indicated on the confirmation voucher) before 6 p.m.

The Company will not consent to any reimbursement, even in part, if the Client arrives outside of authorised hours or later than the booking date or if the Client leaves early. If the Client does not arrive the day after the booked arrival date without informing the Company representative of his/her delay, the booking may be cancelled. The Company reserves the right to put the Please note that the Campsite reserves the right to withhold all or part of the deposit in the event of damage to the Accommodation or the Campsite.

If the cleaning is not done at the end of the stay, the sum of  $80 \in$  will be deducted from the deposit.

Additional deposits may be required (see Art 10.3).

10.2. The deposit will be returned to the Client upon departure after an inventory of fixtures by the Operating Company's representative. The said representative will carry out the inventory and will ensure that the cleaning of the Accommodation has been carried out correctly and that the Accommodation is free of any damage or deterioration. In the event of obvious damage or if the accommodation is not returned clean, the Operating Company may invoice the Client for any costs incurred.

No dispute will be accepted from the Client in the event of departure without an inventory of fixtures, if

> The indication of comfort level attributed to campsites outside of France presented in the description in the catalogues corresponds to a classification established in reference to the host country's local standards and may therefore differ from French standards (Atout France classification).

# **ARTICLE 13 - MODIFICATIONS**

# E 13.1 By the Client:

Upon request, the Client may request to change his/her stay (campsite, dates and/or type of lodgings), provided this is available or possible. The Client may request to change his/her booking once per season and two weeks maximum before the start date of the stay. No bookings can be carried forward to the following season.

- An administration fee to change the stay of 25 (twenty-five) euros shall apply.
- If the rate of the new booking is less than the price of the initial booking, the Client will be reimbursed the difference between the two stays.
- If the price of the new stay is higher, the Client must pay the difference between the two bookings.

The Client must note that by changing a stay he/she may not benefit from any discounts introduced after the initial booking. The date of the first booking shall prevail.

If the Company is unable to process the Client's request, the initial stay shall be upheld unless cancelled by the Client.

# E 13.2 By the Company:

The Company may have to change the stay before it starts. In this case, the Company shall promptly inform the Client in a clear, understandable manner presented on a durable medium. The Company must inform the Client of any impact to the price. The Client must reply to the proposed replacement within the period indicated by the Company.

The Client may:

- cancel the booking. In which case, the Company will reimburse all payments already made (booking fees and any insurance policies included).

- or accept to take the changed stay. If this change decreases or increases the price of the stay, the Company will cover this price difference by either reimbursing the Client of the difference or by covering the increase in the price of the stay.

Should the Client fail to respond within the given period, the Company will automatically cancel the stay.

# **ARTICLE 14 - CANCELLATION**

E 14.1 Cancellation by the Client

If the Client cancels the booking

No later than 12 (85 days) before the start of the stay, the Company undertakes to reimburse the Client all sums paid less administration fees of €50.

Between 12 weeks (84 days) and 9 weeks (63 days) before the start of the stay, the Company undertakes to reimburse the Client 50% (fifty percent) of the stay. The administration fees are to remain the property of the Company.

Less than 9 weeks (62 days) before the start of the stay, the Company reserves the right to retain all sums paid including the administration fees.

If the Client does not pay in full the price of the stay within four weeks before the arrival date, the Company shall deem the stay to have been cancelled and reserves the right to retain all sums already paid, including administration fees.

#### E 14.2 Cancellation by the Company

In accordance with article R211-10 of the French Tourism Code, the Company may, before the Client's start date, cancel the reservation for any given reason. In this case, all sums paid by the Client will be refunded, plus compensation equal to the penalty that the Client would have paid if they had made the cancellation themselves on the same date (see 14.1).

# E 14.3 Exceptional circumstances

In accordance with article L211-14 of the Tourism Code and unless exceptional dispensation is granted by the competent authorities, in the event of cancellation by the Company or by the Client before the start date and if the cancellation is due to exceptional and unavoidable circumstances, occurring at the place of destination or in its immediate vicinity with significant consequences on the performance of the contract, the amount of the stay will be fully refunded but no additional compensation will be due by the Company.

#### 14.4 Transfer

The Client may request the Company to transfer its contract to a person who satisfies all the conditions applicable to the contract. The Client and its transferee are jointly and severally liable for the payment of the balance of the price as well as any additional costs, fees or other costs incurred by this transfer. The Company will inform the Client of the actual costs of the transfer. The nominal transfer fee is ten (10) euros.

# **ARTICLE 15 - CANCELLATION INSURANCE**

The Client is offered insurance for the cancellation or interruption of his/her stay. The Client may take out this insurance with the Company's partner insurer Gritchen Affinity. The insurance premium must be paid in full at the time of booking and is non-refundable, unless the Client applies the provisions related to the withdrawal period for insurance products.

latter can rectify or establish the non-compliance. If the non-compliance is not able to rectified on site, the Client may submit a claim in writing to Service Client Tohapi (customer service) for the latter to seek solution. For claims to be duly processed, the Client is requested to promptly provide all factual evidence (in particular photographs or videos) that he/she is able to gather unless the non-compliance has been established on site by the Operator.

All claims related to the Client's stay must be submitted in writing to the following address: Service Client TOHAPI NATURISTE, 46 Avenue de l'Europe, 33930 Montalivet service.qualite@tohapi-naturiste.fr

The Client may, after submitting a claim to the customer service and not received a satisfactory response within a reasonable period, file for mediation with the Consumer Ombudsman within a maximum period of one year as from the date of the written claim sent by registered mail with acknowledgement of receipt to the Company. The Company's ombudsman is: MEDICYS - Mediation and amicable settlement bailiffs. All request for mediation must be sent to Medicys by email to www.medicys.fr, or by post to MEDICYS, 73 Boulevard de Clichy - 75009 Paris.

In application of the provisions of Article 1368 of the Civil Code, it is explicitly agreed that data kept in the Company's information system and/or by its partners has probative value. As such, data kept on any digital or electronic medium, if produced as evidence by the Company in the event of any dispute or other proceedings, shall be deemed admissible, valid and binding between the parties.

#### ARTICLE 17 - COMPANY CONTACT DETAILS

All payments and other correspondence must be sent to the following address: Service Réservations Tohapi Naturiste. 46, Avenue de l'Europe. 33930 Vendays-Montalivet.

Telephone: 0033 (0)5 33 092 092 (price of a local in France),

Email: reservations@tohapi-naturiste.fr

# **ARTICLE 18 - PERSONAL DATA**

As the Data Controller, the Company processes personal data.

. 1. Purpose (a) To create and execute the contract to stay (b) With the Client's consent, to process and collect their personal data in order to send information about the products, offers and services provided by the Company or Companies operating the camping sites and/or by other entities in the Vacanceselect group. Companies deemed to be entities of the Group are: OCNAT, MOBIL HOME+, VS CAMPINGS France, SAS AMAC, CANVAS HOLIDAYS LTD, VACANCES SELECT INTERNATIONAL, ADRIATIC KAMP. Mandatory information is marked with an asterisk.

2. The collected data is sent to the Company in its capacity as the Data Controller, as well as to the Company contracted to provide the service object of the contract to stay, and to any other subcontractor as the case may be.

3. The Company and its subcontractors apply technical and organisational measures to ensure the safety and protection of the Personal Data.

4. Storage period The Company stores Personal Data for as long as necessary to perform the contract to stay and then archives this data in compliance with existing legislation. Data related to marketing operations are deleted within the legal periods. For more information about our Personal Data confidentiality policy and how your data is processed, please review our confidentiality policy available on our website.

5. If your Personal Data is processed by the Company, you have the right to: access, rectification of, erasure (right to be forgotten), restriction of processing of and object to processing of your personal data. You also have the right to data portability and in some cases you can object to the processing of your personal data and define the use and disclosure of your personal data after your death.

# You may also:

respected by anyone residing with him/her or under his/her responsibility. In the event of a serious or repeated breach of these provisions or the present terms and conditions, the Client and the persons accompanying him/her may be requested to leave the campsite before the end of the stay. In this case, no request for reimbursement or compensation will be accepted.

E 19.4 The Client must have civil liability insurance with an insurer of his/her choice. The Client is hereby informed that, depending on the choice of insurer, he/she may benefit from a guarantee extension for the accomodation used in the campsite.

#### **ARTICLE 20 - MODERATION OF FEEDBACK**

The Client and its Affiliates are informed and accept that any published feedback regarding their stay may be used as advertising material. In this case, the wording may be modified for greater understanding. However, the negative or positive meaning will never be changed.

# **ARTICLE 21 - APPLICABLE LAW AND JURISDICTION**

The present General Terms and Conditions are governed by French law. Any dispute arising between the Parties related to the interpretation or performance of these terms that has not been settled amicably shall be brought before the competent court, except where this is manifestly contrary to mandatory public policy, regardless of whether there are several defendants or calls for guarantee, and even in the event of emergency proceedings.

In the event of a loss, the Client must inform the Company within five days of that loss occurring, either: By post:

Gritchen Affinity - Service Sinistre CS 70139 - 18021 BOURGES Cedex Via a link on the website http://www.tohapi.fr/cga/

By fax: 09 72 28 76 92

The full general terms and conditions of the insurance are available upon request and can be found on www.tohapi.fr/cgv/

The cancellation and interruption of stay insurance reimburses all sums paid (except excess, the price of the insurance and administration fee) before arrival. Should the stay be interrupted, the price of the portion not consumed shall be calculated in proportion to the time of the stay booked.

#### **ARTICLE 16 - CLAIMS**

All claims must be, wherever possible, notified by the Client to the Operator at the time of the stay so that the

- oppose cold calling by registering with the French government service BLOCTEL

For any further enquiries, you may contact the Company's Data Protection Officer at: dpo@vacanceselect.com. The Data Protection Officer will ask you to provide a valid proof of identity by post for security purposes.

#### **ARTICLE 19 - GENERAL PROVISIONS**

E 19.1 In the event that one of the clauses of the present contract is deemed null and void by a change of legislation, regulation or judicial ruling, this shall not affect the validity or respect of the present general terms and conditions. E 19.2 All bookings are strictly personal to the Client making the booking, so that all rights and obligations resulting from the contract may not be transferred by the Client to a third party in any form or for any reason whatsoever without the Company's prior written consent.

E 19.3 The Client undertakes to respect the provisions of the campsite's internal regulations and have these