

GENERAL TERMS AND CONDITIONS OF SALE

“USHUAÏA VILLAGES”

Version 15/04/2025

Article 1 : Purpose

These general terms and conditions define the respective obligations of

SAS USV, owner of the “USHUAÏA VILLAGES” brand, a société par actions simplifiée (simplified joint stock company) registered in the Paris Trade and Companies Register under number 981 161 516, represented by its Chairman by delegation Olivier LACHENAUD (hereinafter referred to as the ‘Company’) and the customer (hereinafter referred to as the “Customer(s)”) in connection with the sale of the Company's products and services. 981 161 516, represented by its Chairman by delegation Olivier LACHENAUD (hereinafter referred to as the “Company”) and the customer (hereinafter referred to as the “Customer(s)”) in connection with

the sale of holiday(s) by the Company on the website <https://www.campings-paradis.com/> (hereinafter referred to as the “Website”) or any other marketing medium made available to Customers.

In accordance with the provisions of article L.211-18 of the French Tourism Code, the Company holds a financial guarantee contract with LLOYD'S INSURANCE COMPANY S.A., whose registered office is located at 8-10 rue Lamennais - 75005 Paris - Contract n°SLEGAI05235.

USV is insured for professional liability by HISCOX FRANCE, whose head office is located at 19 rue Louis Legrand - 75002 PARIS Cedex - Contract HA RCP0506557. The purpose of this contract is to cover USV against the financial consequences of its professional liability in connection with the sale of STAYS.

The “USHUAÏA VILLAGES” brand network includes franchised campsites (hereinafter referred to as the “Campsite(s)”).

In addition to these General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”), the Customer must refer to the Campsite's General Terms and Conditions of Sale and its internal regulations (hereinafter referred to as the “Internal Regulations”).

The purpose of the GTCS is to define the rights and obligations of the parties in connection with the rental of camping pitches (hereinafter referred to as “Pitch(s)”) and/or rental accommodation (hereinafter referred to as “Accommodation(s)”) at the Campsites.

Article 2: Acceptance of the general terms and conditions

By reserving a pitch and/or accommodation at one of our campsites, the customer acknowledges that he/she has fully read and accepted the general terms and conditions of sale, definitively and without reservation.

For Internet reservations, this acceptance is formalized by ticking the box marked “I have read and understood the General Terms and Conditions of Sale”. This form of acceptance has the same value as a handwritten signature by the customer.

When booking by other means (telephone), the Customer acknowledges having received the Internet link giving access to the General Terms and Conditions with his/her booking documents and having accepted them, it being remembered that they are always accessible and downloadable from the Internet Site.

The Customer also undertakes to consult and comply with the General Terms and Conditions of Sale and the Campsite Rules and Regulations.

Article 3 : Booking conditions

➤ Booking conditions

The reservation can only be validated by an adult with legal capacity.

The Customer undertakes to reserve a stay in his or her own name and on his or her own behalf, and to occupy the selected Accommodation or Campsite for the duration of the stay.

➤ Booking procedures

Booking procedures are as follows:

By telephone: 02 52 56 03 99

On the website: <https://www.ushuaia-villages.com/>

Reservations are subject to the following conditions:

Payment of a deposit of 30% of the price of the stay + booking fees + cancellation insurance (if taken out) (hereinafter referred to as the “Deposit”). The balance of the stay must be paid thirty [30] days before the Customer's arrival date, or forty-five [45] days before the Customer's arrival date if the Customer books via the www.veepee.fr website (hereinafter referred to as “Veepee”). No discount will be granted for late arrival or early departure.

All bookings made within 30 days of arrival must be paid in full by express bank transfer or credit card.

➤ **Booking validation**

Reservation by telephone

The customer may place an option on an accommodation or pitch by contacting the Reservations department by telephone on 02 52 56 03 99.

The option is valid for an initial period of one hour, with the possibility of extending it on request.

As soon as the option is registered, the Company sends the General Sales Conditions (GSC) to the customer in PDF format, in order to obtain his agreement.

This option is only valid for twenty-four [1] hours from receipt of the option contract by the Customer, at the end of which time the option will be deleted by the Company.

If the Customer confirms his/her option and pays the Deposit requested by the Company within the allotted time by the means of payment specified in article 6 of the GTC, the option becomes a reservation, subject to the Customer receiving the confirmation e-mail from the Company at the e-mail address indicated.

Internet booking

The customer can make a booking on the website and create an account. The customer selects the accommodation or pitch according to availability.

In the case of a reservation made via the Internet, the reservation only becomes binding once the deposit has been paid and a written confirmation of the reservation has been received by e-mail, summarizing all the information relating to the stay.

If the balance is not paid within thirty [30] days before the Customer's arrival, the stay is considered cancelled and the cancellation conditions described below apply.

➤ **Participants**

Group bookings

All participants in the holiday, regardless of age, are considered to be occupants for the purposes of the capacity rules, including babies and young children.

Any booking of more than three [3] accommodations by the same natural person or by different natural persons, but knowing each other and travelling together on the same dates of stay, on the same Campsite, is considered as a group. The Accommodations offered on the Website are intended exclusively for individual customers. For all group reservation requests, you must contact the Company by e-mail at the following address: client@ushuaia-villages.com. The Company reserves the right to examine the group reservation request before accepting or refusing it.

Customers - Minors

For safety reasons, minors who are not accompanied by their legal guardians for the entire duration of their stay are not accepted on campsites.

➤ **No right of withdrawal**

According to article L. 221-28 12° of the French Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering and leisure services that must be provided on a specific date or during a specific period.

Thus, the 14-day withdrawal period does not apply to the reservation of an Accommodation or Pitch.

➤ **Maximum capacity**

In the interests of safety and security, it is essential to respect the maximum capacity allowed for each accommodation or pitch booked.

If, on your arrival, it is found that the number of occupants exceeds the maximum capacity defined for the reserved Accommodation or Pitch, the Campsite reserves the right to refuse access to it, with no possibility of reimbursement for the stay reserved.

Article 4 : Services

The Company offers Pitches and Accommodation for rent within the Campsites.

➤ Bare Pitch

This is a bare Pitch intended to accommodate the Customer's tent, caravan, or motorhome.

The price of the Customer's stay is calculated on the basis of a basic rate for 1 to 2 people, with additional charges applied according to the number of participants (hereinafter referred to as the “Rate”).

The maximum capacity is 6 people.

The Rate includes the rental of the Pitch on which the Customer may set up, at their discretion but not cumulatively:

a tent + a vehicle,

OR

a caravan + a vehicle,

OR

a motorhome.

The Rate also includes access to reception facilities, entertainment, and sanitary facilities and, depending on the package chosen, a connection to the electricity network, or even other options.

Additional costs (additional person, additional vehicle, pets, etc.) are not included in the Rate and will be added to it.

➤ Rental accommodation

The price of the stay includes the rental of the accommodation based on the number of people (according to the recommended capacity and in accordance with the maximum capacity of the accommodation), parking for one vehicle, access to reception facilities and entertainment.

Depending on the type of accommodation chosen, additional costs such as: extra person, extra vehicle, pets, energy tax, recharging electric or hybrid vehicles (...) and any other options are not included in the above price and will be added to it. The rates for these additional costs can be obtained from the campsite.

Article 5: Rates

➤ Common provisions

The applicable price will be set according to the tariff in force at the time of booking.

The prices indicated are in euros [€] and include all taxes [TTC] and do not include tourist tax. Any change or modification of the rate, as well as any change in the taxes applicable to the stay, at the date of invoicing may be passed on to the price of the stay. The Company reserves the right to adjust its rates in the event of a change in the rate of taxes or VAT (10%).

Regardless of the formula adopted (Pitch or Lodging), additional charges may be invoiced for extra people, extra vehicles, extra tents, animals, visitors.

➤ Application of dynamic pricing

The Company applies dynamic pricing [adjusting prices according to changes in demand]. As a result, prices may rise or fall.

This means that customers may have paid different prices for the same stay.

Customers who have paid the higher price will in no case be entitled to a refund of the difference between the price applicable to them and the promotional price or the lower price from which another customer may have benefited under dynamic pricing.

Article 6: Payment terms

➤ Accepted payment methods

Reservations made less than 30 days before the start date of the stay must be paid for by credit card or bank transfer.

The deposit must be paid by credit card or bank transfer.

The following payment methods may be used by the Customer to pay the balance:

By credit card (Carte Bleue, VISA, or Mastercard) online on the Website (secure payment);

The Customer's credit card information is fully protected and SSL-encrypted via the Payline secure payment platform. The Company will not have access to the Customer's card number in any way, except to obtain payment for the order.

By bank transfer to the Company's bank account identified below:

National ID: Address: CAISSE D'ÉPARGNE BRETAGNE PAYS DE LA LOIRE Bank code: 14445 Branch code: 39449 Account: 08008810454 RIB key: 78 Account holder: USHUAÏA VILLAGES, 10 Villa d'Eylau - 75116 PARIS

International ID: Address: CAISSE D'ÉPARGNE BRETAGNE PAYS DE LA LOIRE IBAN: FR76 1444 5004 0008 0088 1045 478 BIC: CEPAFRPP444 Account holder: USHUAIA VILLAGES 10 Villa d'Eylau - 75116 PARIS

In the case of payment by bank transfer, the order is only pre-registered. The amount of the order must be credited to the Company's account within a maximum of three (3) working days from the date of the order.

Failing this, the order will be canceled.

ANCV holiday vouchers are accepted as payment for rental services in France or for destinations within the European Union.

If this method of payment is used, ANCV holiday vouchers must be duly completed and sent to the Company by registered letter with acknowledgment of receipt and declared value to the following address: USHUAIA VILLAGES 10 Villa d'Eylau - 75116 PARIS. Holiday vouchers must be submitted with their original stubs, all detached from the checkbook and not stapled or attached to any medium, or taped to any medium. The "Name of holder" field must be completed.

Otherwise, the Company declines all responsibility in the event of loss or theft during the transfer of the Customer's payment.

➤ **Default of payment**

In the event of failure to meet payment deadlines, the Company reserves the right to recover the sums due by any means. Furthermore, if the balance is not received within the specified time frame, the Customer will be informed that their reservation has been canceled.

Article 7: Stay

➤ **Handover of keys**

Departure and arrival times are specified in the conditions available on your voucher.

➤ **The accommodation or pitch**

Any complaint concerning the state of cleanliness and/or the general condition of the Pitch and/or the Accommodation must be notified in writing no later than 24 hours after arrival, so that it can be remedied. No complaint will be accepted more than 24 hours after arrival.

The Accommodation and/or Pitch must be left in a clean and tidy condition by the Customer on departure; in particular, it must have been cleaned by the Customer. Should the Customer fail to do so, the Campsite reserves the right to charge the cost of cleaning and restoring the property in accordance with the provisions relating to the security deposit [article 7].

➤ **Choosing the position of your Accommodation / Pitch on the campsite**

The customer's wishes for a specific pitch or accommodation on the campsite are not contractual. They will be taken into account as far as possible, with accommodation being allocated according to availability and reception possibilities on the Customer's arrival.

➤ **Late arrival and early departure**

In the event of late arrival or early departure in relation to the dates mentioned on the Customer's booking confirmation, the Customer must inform the Campsite.

No reduction in the price of the stay will be considered, and the Customer will not be entitled to any reimbursement for the part of the stay not taken.

➤ **Security deposit**

A security deposit, the amount of which is defined in the conditions available on the Website, will be requested from the Customer prior to arrival (within an indicative period of between one week and 1 month before the date of arrival) or, where applicable, at the campsite reception desk. This will be returned to the customer at the end of their stay and/or

within a week by post from the date of departure, subject to the accommodation / pitch being returned clean and in good condition.

The Campsite also reserves the right to retain part or all of the deposit in the event of damage to the Accommodation, Pitch and/or its contents and/or equipment on the campsite.

The Campsite also reserves the right to deduct from the security deposit the amount corresponding to missing equipment and/or cleaning costs if this has not been carried out correctly on departure.

Hébergement / Emplacement : Les hébergements et les emplacements loués doivent impérativement être restitués dans leur état d'origine. En cas de dégradation (casse, manque, détérioration), le camping en informera préalablement le client et se réserve le droit de facturer les sommes nécessaires à la remise en état de la location.

Nettoyage / Nettoyage final : Lors du départ, le logement et/ou l'emplacement doivent être rendus dans un état de propreté convenable (sol nettoyé, vaisselle lavée, couvertures rangées, poubelles vidées, placards nettoyés, cuisines et salles de bains/WC nettoyées). Si le client constate des anomalies à son arrivée, il doit en informer le camping par écrit dans les 24 heures, afin que des mesures immédiates soient prises pour résoudre le problème. Le non-respect de cette obligation entraînera le rejet de la plainte. En cas de non-respect de l'obligation de rendre l'hébergement et/ou l'emplacement en bon état de propreté à la fin du séjour, le camping se réserve le droit de facturer au client les frais de nettoyage et de les déduire du dépôt de garantie, après en avoir informé le client au préalable.

Cleaning service : Customers may opt for an end-of-stay cleaning service, for which they will be billed. The cost of this service will depend on the category of accommodation. The choice of this cleaning option does not release the customer from the obligation to maintain a minimum level of cleanliness in the accommodation by throwing away any garbage, emptying the garbage cans, washing the dishes and folding the blankets as a sign of respect for the campsite's maintenance teams.

Other types of security deposit : At some campsites, a security deposit may be required for barbecue hire, bicycle hire, gate badges or any other special service.

➤ **Pets**

Pets are welcome at certain Campsites.

Pet-friendly conditions are specified in the conditions specifically applicable to each Campsite on the Website.

➤ **Rules and regulations**

The Customer undertakes to read the Campsite's Internal Regulations prior to arrival. He acknowledges that these Rules and Regulations will govern his stay in addition to the General Terms and Conditions.

During his stay, the Customer undertakes to respect the Internal Regulations and to ensure that they are respected by the persons residing with him and or his visitors, who are under his responsibility.

In the event of non-compliance with the Internal Regulations, the Campsite will have the authority to enforce compliance and adopt, if necessary, all necessary sanctions, up to and including exclusion of the Customer from the campsite without refund of the price of the stay.

➤ **Relocation**

In the event that, due to an exceptional situation, it is impossible to make the reserved Accommodation or Pitch available to the Customer, the Campsite may offer the Customer relocation to an establishment of an equivalent type and category.

➤ **Liability**

In accordance with current legislation (article 1952 of the French Civil Code), the sale of tourist stays does not fall within the scope of hoteliers' liability.

Consequently, the Company cannot be held liable for the loss, omission, theft or damage of personal belongings, particularly in the Accommodation, on the Pitch, in the communal areas and adjoining parking lots.

The customer is responsible for the security of his accommodation / pitch during his stay, and it is his responsibility to insure himself accordingly. Certain precautions can prevent the Customer from any possible inconvenience, in particular: closing doors, bay windows and windows before leaving the premises.

➤ **Authorization to reproduce and distribute the image**

During the Customer's stay, the Company may take photographs and/or make videos at the campsite for the purposes of entertainment and/or communication, on any media, in which the Customer and persons accompanying him/her may appear.

By accepting the GCS, the Customer is deemed to authorize the Company to use the photos and/or videos in which he/she appears for the aforementioned purposes. He/she guarantees this authorization by the persons accompanying him/her. Any specific refusal must be notified to the Company in writing.

The Customer or one of the persons accompanying him/her may at any time request, within a reasonable period of time, the removal of the photograph and/or video in which he/she is recognizable by sending a written request to the Company.

➤ **Unavailability of certain services**

The services and facilities offered (swimming pool, restaurant, activities, entertainment, etc.) may not be available all year round, particularly for climatic reasons or in the event of force majeure, or may not operate at all seasons of the year. They may therefore be temporarily unavailable during all or part of the Customer's stay.

Any difficulty relating to these services for a reason beyond the Company's control will not give rise to a refund or reduction in the price of the stay.

The Campsite will do its utmost to inform the Customer of any work or improvements undertaken during his stay.

➤ Termination of the reservation contract in the event of breach by the Customer

The reservation contract will be automatically terminated to the detriment of the Customer in any of the following situations:

If the Customer fails to arrive at the campsite within 24 hours of the start of the stay, without justification or notification of arrival. The Company will then consider that the Customer has withdrawn from the reservation after the 24-hour period. The total amount paid will be retained, if applicable, and no refund will be made.

In the event of repeated breaches of the rules, i.e. if the Customer or those accompanying him/her break the rules after having received a warning by e-mail to comply with the Internal Regulations, the Campsite reserves the right to terminate the holiday contract with immediate effect. In such a case, the Customer will be required to vacate his or her Accommodation and/or Pitch within three hours of the termination of his or her contract, which will be notified by e-mail. No refund will be made by the Company. In particular, the Company declines all responsibility in the event of exclusion of a Customer by the campsite, for failure to comply with the Internal Regulations.

Article 8 : Modification or cancellation of stay

➤ Modification or cancellation by the Customer

It is reminded that the Customer does not benefit from the right of retraction in accordance with article L221-28-12 of the French Consumer Code.

Any request for modification or cancellation of the stay must be sent to the Company by email to reservation@ushuaia-villages.com or by post to the following address: USHUAÏA VILLAGES 10 Villa d'Eylau - 75116 PARIS.

Cancellation or modification of the holiday will result in the following charges being levied by the Company:

More than 30 days before the start of your stay :

30% of the price of the stay + booking fees + insurance (if taken out)

From 30 days to less than 30 days before the start of your stay :

100% of the price of the stay + booking fees + insurance (if taken out)

Any change to the dates or content of the stay is considered to be a cancellation and will be subject to the above charges.

For any other modification request, provided that it is possible, a handling fee of twenty-five euros (€25) will be applied.

➤ **Modification or cancellation by the Company**

In the event of cancellation of the Customer's stay by the Company for any reason other than force majeure, as defined by established case law, the Company will notify the Customer by e-mail as soon as possible.

The Company will use its best efforts to propose an alternative solution to the Customer.

In the absence of a replacement solution approved by the Customer, the sums paid will be reimbursed in full within 72 hours.

Article 7: Cancellation insurance

The price of the holiday does not include cancellation insurance. This is optional and is offered at the time of booking (insurance taken out with NEAT Camping which covers the customer, under certain conditions, before departure and during the stay).

The corresponding amount is payable in full at the time of booking.

The insurance offered is as follows: FLEX insurance: Cancellation with or without justification for any unforeseeable event beyond your control that prevents you from leaving.

Refund WITH PROOF: Refund of 100% of cancellation costs (see deductible)

Refund WITHOUT PROOF: Refund of 70% of cancellation costs (see deductible)

For further details: <https://ushuaia-villages.com/assurances/>

You should check with your insurance company that you have a holiday extension under your home insurance policy and its coverage conditions. If this is not the case, you are obliged to insure your property against the risks inherent in its occupation. These include accident, death, theft, loss or damage to personal effects (suitcases, objects, furniture, valuables, vehicles, bicycles, etc.). You are also responsible for insuring yourself against any damage caused by you or those accompanying you in the rented accommodation or on the campsite. You must provide proof of your insurance cover on first request. When renting or lending bicycles, you must insure them against theft, loss or damage.

Article 8: Company contact details and customer service

For any information or questions, the Company's customer service department is available to the Customer:

E-Mail: info@ushuaia-villages.com

Telephone number: 02 52 56 03 99

USHUAÏA VILLAGES 10 Villa d'Eylau - 75116 PARIS

Article 9: Complaints - Disputes

Any complaint from a Customer relating to a difficulty during the stay must be notified precisely by registered letter with acknowledgement of receipt to USHUAÏA VILLAGES no later than twenty (20) days after the end of the stay by writing to the following address: USHUAÏA VILLAGES 10 Villa d'Eylau - 75116 PARIS or by e-mail to reclamation@ushuaia-villages.com. The customer may send a copy of the complaint to the campsite.

Furthermore, when a non-conformity in the performance of the contractual services is noted on site, the Customer is required to report it to the Campsite and the company within 24 hours, by telephone on 02 52 56 26 26 with written confirmation, by e-mail to reclamation@ushuaia-villages.com or by post to USHUAÏA VILLAGES 10 Villa d'Eylau - 75116 PARIS.

Any request to review a file must be sent in writing by the Customer within 14 days of the Company's reply by e-mail or post.

In the event of disagreement with the Company over the handling of the claim, and less than one year after the Customer has lodged a written claim with the Company, the Customer will have the possibility of recourse to the services of MÉDIATION TOURISME ET VOYAGES offered by the Company.

The customer may send his request for mediation to MÉDIATION TOURISME ET VOYAGES by electronic means: <https://www.mtv.travel/>

Mediation is free of charge, with the exception of the costs of a lawyer, expert or any other person whom the customer chooses to involve in the mediation.

The European Commission has also set up a dispute resolution platform designed to collect any complaints from consumers following an online purchase, and then forward them to the relevant national mediators.

This platform can be accessed via the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

Article 10: Applicable law and jurisdiction

The GCS are governed by French law.

The GCS have been drafted in French and translated into various language versions.

For their interpretation in the event of a dispute, only the French text is binding, the translated versions being provided for information purposes only.

Should any clause of the GCS be declared null and void, this shall in no way affect the validity and respect of the other clauses, which shall remain fully applicable.

Any dispute or contestation to which they may give rise, whether concerning their validity, interpretation, execution or termination, shall be brought by the most diligent party before the French courts, regardless of the Customer's country of origin, unless otherwise provided by public policy.

Article 11: Personal data

The processing of personal data by the Company for reservation purposes is governed by the Ushuaïa Villages Personal Data Protection Charter, available on the Website.

Customers may request an electronic version by e-mail: client@ushuaia-villages.com