

**PREAMBLE**

These conditions govern the contractual relations relating to the sale of individual stays between the company ONLYCAMP and its clients, in ONLYCAMP campsites.

They regulate all the steps necessary for the booking and payment of the stays, and regulate all their follow-up between the contracting parties.

ONLYCAMP makes its best efforts to ensure that its commercial documents and in particular leaflets, advertisements, catalogues, are as accurate as possible to the services offered. However, it is possible that the Client's perception of the photographic representation of the services does not correspond exactly to the services themselves. Their purpose is therefore essentially informative. The Terms and Conditions are accessible on the WEBSITE ([www.onlycamp.fr](http://www.onlycamp.fr)).

**DEFINITIONS**

"WEBSITE" means the website [www.onlycamp.fr](http://www.onlycamp.fr), published by ONLYCAMP SAS.

"ONLYCAMP" refers to the company ONLYCAMP, a simplified joint stock company with a capital of €100,000.00, registered in the Lyon Trade and Companies Register under number 882 645 153, whose registered office is located rue de Chapoly 69290 SAINT GENIS LES OLLIERES, represented by its current legal representative.

"PITCHES" means the bare pitches rented for the installation of tents, caravans or motorhomes by CUSTOMERS in ONLYCAMP campsites.

"ACCOMMODATIONS" means all types of accommodation (chalets, huts, mobile homes, tents, etc.) other than PITCHES, offered for rent by ONLYCAMP.

"HOLIDAYS" means the offer of a PITCH or an ACCOMMODATION with, where appropriate, free or paid additional services.

"CLIENT" means any person booking a HOLIDAY and/or any services offered by ONLYCAMP on the WEBSITE, or directly with the chosen campsite. The CLIENT acknowledges having the capacity to contract, that is to say, in particular, to be of legal age and not be subject to a protection measure, or failing that, to have the authorization of his guardian or curator if he is incapable.

**COMPLETENESS**

The present terms and conditions express the entirety of the obligations of the parties. In this sense, the CLIENT is deemed to accept them without reservation in accordance with the provisions of Article 1126 of the Civil Code.

These general conditions of rental and reservation of stays in a campsite ONLYCAMP apply to the exclusion of all other conditions.

They are available on the website [www.onlycamp.fr](http://www.onlycamp.fr) and will prevail, if necessary, over any other version or any other contradictory document. ONLYCAMP and the CLIENT agree that these terms and conditions exclusively govern their relationship. ONLYCAMP reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online.

If a condition of rental or reservation of stay is missing, it will be considered as governed by the practices in force in the sector of rental of camping sites and stays in holiday villages whose companies have their headquarters in France.

**OBJECT**

The purpose of these terms and conditions is to define the rights and obligations of the parties in the context of the rental of camping pitches, rental accommodation or stays offered on its various campsites by ONLYCAMP to the client, from the website [www.onlycamp.fr](http://www.onlycamp.fr) but also by telephone or email.

**SERVICES AND PRICES**

The prices indicated are in euros, including VAT at the current rate at the time of booking the STAY. The total price of the HOLIDAY includes the price of the rental of the PLACES or RENTAL ACCOMMODATION, the additional services chosen, the booking fees and any cancellation insurance. This total price is indicated prior to the CLIENT confirming the booking of their STAY, whether the booking is made on the WEBSITE or through another booking channel. Any change or modification of the rate as well as any change in the taxes applicable to the stay, on the date of invoicing, may be passed on to the price of the stay.

**1) Stay in a camping pitch:**

ONLYCAMP provides the client with an empty PITCH, which can accommodate up to 6 people, for his tent, caravan or motorhome (one caravan or motorhome per pitch). Depending on the campsite, ONLYCAMP offers different types of PITCHES whose descriptions are presented on the website. The minimum rental periods and rates vary according to the periods; they can be consulted on the WEBSITE by entering the dates of stay and destination desired.

**a) Price - services included in the price**

The price of the SITE: This is the price of a bare SITE per night of occupation, including 2 persons (adults or kid) and an equipment (camper, car + caravan, van, car + tent or car + roof tent) to which is added the price of additional elements present on the SITE (electricity, additional equipment such as additional vehicle, trailer, motorbike, boat, animal, tent, awning, etc.), which are subject to an additional daily cost. This fixed price is a minimum rate. All these rates can be consulted on the WEBSITE by entering the dates of your stay and your desired destination. The basic package gives free access to the sanitary and reception facilities, the swimming pool (on the dates and during the opening hours if a swimming pool is available in the selected destination), the playgrounds. For safety reasons, the number of people arriving for a stay may not exceed the capacity of the campsite pitch. The campsite reserves the right to refuse access to the pitch to any person exceeding the planned capacity.

**b) Arrivals and departures at ONLYCAMP**

PITCHES are available from 3.30 pm on the day of arrival and must be vacated before 11 am on the day of departure. Any release of the pitch after 11am may result in the invoicing of an additional night.

**2) Staying in rental accommodation:**

The description, the minimum rental periods and the rates vary according to the period; they can be consulted on the WEBSITE by entering the dates of stay and the desired destination.

**a) Price - services included in the price**

The price of the accommodation rental includes the rental of the accommodation, depending on the number of people (according to capacity), utilities (water, gas, electricity), a vehicle, access to the reception services, the swimming pool (on the dates and during the opening hours, if a swimming pool is present in the selected destination), the playgrounds, the other facilities and the proposed activities (free or paying). For safety reasons, the number of people arriving for a stay may not exceed the capacity of the accommodation. The campsite reserves the right to refuse access to the accommodation to any person exceeding the planned capacity. The RENTAL ACCOMMODATION must be left clean and tidy on departure. The RENTAL ACCOMMODATION is non-smoking.

**b) Arrivals and departures at ONLYCAMP**

RENTAL ACCOMMODATIONS are available from 3.30 p.m. on the day of arrival and must be vacated before 11 a.m. on the day of departure. Any release of the pitch after 11am may result in the invoicing of an additional night. An additional fee may be charged if the client wishes to arrive or leave outside the above-mentioned times (subject to availability). This fee must be requested at the time of booking.

**TRANSFER, SUBLETTING**

All rentals are nominative; they may not be transferred or sublet without prior agreement from ONLYCAMP.

**TOURIST TAX**

The tourist tax collected on behalf of the municipalities and to be paid, is not included in our rates. Its amount determined per person and per night is variable depending on the destination and may be modified during the year.

**PROMOTIONS**

Promotional offers are subject to certain conditions, in particular availability. Moreover, price reductions or promotional operations cannot be combined unless otherwise stated and are not retroactive.

On these occasions, it is possible that clients may have paid different prices for the same stay. Customers who have paid the higher price will not be entitled to a refund of the difference between the price they paid and the promotional price.

**BOOKING AND PAYMENT****1) BOOKING CONDITIONS**

The client can make a reservation online, by telephone or by email, from the presentation of the pitches, accommodation and services offered on the website [www.onlycamp.fr](http://www.onlycamp.fr) and on each campsite website.

All bookings must be accompanied by a payment including :

- a deposit, determined according to the date of booking, of between 40% and 100% of the total amount of the STAY (rental only or rental with services).
- any booking/reservation fees and any fees for taking out holiday cancellation/interruption insurance.

ONLYCAMP draws the CUSTOMER'S attention to the fact that, whatever the channel chosen, the reservation becomes effective only after ONLYCAMP has sent the written confirmation of reservation, after receipt

of the amount due for the deposit, and any possible booking fees and cancellation insurance subscription fees.

This written confirmation of reservation contains the details of the reservation made by the CLIENT as well as all the information related to his STAY.

**2) SPECIAL CONDITIONS FOR WEBSITE RESERVATIONS**

For reservations on the WEBSITE, in order for the order to be validated, the CUSTOMER must, after having read them in advance, accept the present Terms and Conditions by clicking on them and validate their payment.

Following the reservation, the CLIENT will receive a confirmation by e-mail containing the details of their STAY (content of the services, dates and duration, price and payment terms).

**Electronic signature applicable to online sales:**

The provision of the CLIENT's credit card number online and the final validation of the order shall be deemed proof of the CLIENT's agreement:

- the sums due for the reservation are payable,
- signature and express acceptance of all operations carried out.

**3) PAYMENT OF THE BALANCE**

In addition to the deposit paid at the time of booking, the balance of the price must be paid within the deadlines mentioned below:

The full price of the HOLIDAY in RENTAL ACCOMMODATION is due :

- 30 days before the start of the stay
- immediately for any reservation made less than 30 days before the start of the STAY

The full price of the STAY in a PITCH is due on the CLIENT'S arrival.

If these sums are not paid within the aforementioned time limits, the STAY will be considered to be cancelled by the CLIENT and the cancellation fees set out in the article CANCELLATION OF STAY will apply. If the HOLIDAY is non-cancellable/non-modifiable, no refund will be made in accordance with the article NON-CANCELLABLE AND MODIFIABLE HOLIDAYS / OFFERS / RATES.

**4) RIGHT OF WITHDRAWAL**

According to Article L. 221-28 12° of the Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering and leisure services provided on a specific date or at a specific time.

**5) METHODS OF PAYMENT**

When booking on the WEBSITE, the payment of the deposit or the totality of the stay is made by credit card (the cards accepted are those of the Carte Bleue, Visa, Eurocard/Mastercard networks). The transaction is immediately debited from the client's bank card after verification of the card details. In accordance with article L.132-2 of the French Monetary and Financial Code, the commitment to pay by means of a payment card is irrevocable. By communicating their credit card information, the client authorizes ONLYCAMP to debit their credit card for the amount of the deposit or the total amount of the stay. To this end, the client confirms that he/she is the holder of the credit card to be debited and that the name on his/her credit card is indeed his/her own.

The CUSTOMER may pay the balance of the stay on the WEBSITE at [www.onlycamp.fr](http://www.onlycamp.fr) by logging into their personal "my account" area, where they will also find the follow-up of their order. The following methods of payment are accepted on the campsites: by credit card, by holiday vouchers. Cheques and cash are not accepted on ONLYCAMP campsites.

**ALLOCATION OF PITCHES / ACCOMMODATION**

The allocation of places (PITCH or ACCOMMODATION) either in a campsite ONLYCAMP, is made without distinction in the order of registration of reservations. ONLYCAMP can not guarantee that the SITE or RENTAL requested by the CLIENT will be assigned unless the CLIENT, when booking, chooses the "preference" option, said option being offered subject to availability at the date of booking.

Nevertheless, in case of force majeure, ONLYCAMP reserves the right to modify the allocation of the SITE or RENTAL. The allocation of the PLOTS is done automatically according to the equipment specified at the time of booking by the client (small, medium and large tent or caravan of less than 6 meters or caravan of more than 6 meters, motorhome of less than 6 meters or motorhome of more than 6 meters, van/small van). ONLYCAMP will not be held responsible if the client does not indicate the correct category of equipment and the assigned SITE is not suitable.

**MODIFICATION OF THE STAY**

Modification by the CLIENT: Any change of dates, destination or type of accommodation is considered as a modification of the STAY. The modification of the stay is only valid for the current season and within the same campsite. It is not possible to postpone a stay beyond this period. If the amount of the new STAY is higher than the initial STAY, the CLIENT must pay the difference. Otherwise, the price difference will not be refunded.

The modification of the STAY is possible without charge and up to 7 days before arrival.

A request for modification of services provided for the STAY by the CLIENT may be made by email and received by ONLYCAMP before the deadline for modification (7 days before arrival). In this case, ONLYCAMP will do its best to accommodate this request according to availability on the campsite chosen by the CLIENT. If the request is made less than 7 days before the date of arrival, the campsite reserves the right to retain the deposit.

Modification by ONLYCAMP: In the event that ONLYCAMP is obliged to modify the services initially planned for the STAY, it will make every effort to provide similar services; the CLIENT may either accept the modification or terminate the Contract and obtain reimbursement of the sums paid, under the conditions set out in Article L 214-1 of the Consumer Code.

#### **CANCELLATION OF STAY**

Cancellation by ONLYCAMP (except in cases of force majeure): in case of cancellation before the departure of the CLIENT from his place of residence to the Campsite of his STAY, the sums paid by the CLIENT will be refunded in full by ONLYCAMP after notification of cancellation by email or letter with acknowledgment of receipt and under the conditions referred to in Article L 214-1 of the Consumer Code. In case of cancellation after the departure of the CUSTOMER from his place of residence to the campsite of his STAY, ONLYCAMP undertakes to offer the CUSTOMER an equivalent STAY by bearing any additional cost and, if the services accepted by the CUSTOMER are of inferior quality, ONLYCAMP will reimburse the difference.

Cancellation (total or partial) by the client: If the CUSTOMER wishes to cancel his stay, he must notify ONLYCAMP by sending an email to the campsite email address. ONLYCAMP draws the CUSTOMER's attention to the fact that in the absence of cancellation under the conditions provided for in this article, the CUSTOMER will be liable for the payment of all amounts due under the Contract. Regardless of the date of cancellation, the registration fees and any insurance taken out are not refundable. The date of the acknowledgement of receipt of the cancellation email will determine the possible cancellation fees according to the following scale

For rental accommodation:

- 40% fee up to 30 days before the arrival date

- 100% fee from 29 days before the arrival date

For pitches:

- 100% fee at any time for stays of 1 or 2 nights on pitches

- 40% fee up to 30 days before the arrival date for stays of more than 2 nights

- 100% fee from 29 days before the arrival date

Non-use of additional services:

The additional services booked by the CLIENT and not used by him/her will not be reimbursed.

#### **NON-CANCELLABLE AND MODIFIABLE STAYS / OFFERS / RATES**

ONLYCAMP may offer HOLIDAYS at preferential rates on specific dates that are not modifiable, not refundable, not exchangeable.

Consequently, no request for modification or cancellation will be taken into account by ONLYCAMP: no refund will be made, including the refund of additional services that may have been booked in addition.

#### **CANCELLATION AND INTERRUPTION OF STAY INSURANCE**

Cancellation and interruption of stay insurance is optional but the CLIENT is invited to take out this insurance when making a reservation. Its amount is a percentage of the total amount of the stay.

This insurance covers in particular the cancellation of a STAY in the event of illness (hospitalisation), serious accident or death, accidents causing major damage to your home, dismissal or modification of your leave by your employer, following a summons to an examination or before a court. The full terms and conditions of the cancellation insurance policy are available on request and on our website. In the event of cancellation or interruption of your stay, for a reason falling within the scope of the contract, you must declare your claim by internet: [www.declare.fr](http://www.declare.fr) or by email: [claims@declare.fr](mailto:claims@declare.fr) or by post to : Gritchen Tolède Associés - Service Sinistres - 27 rue Charles Durand - CS 710139 - 18021 BOURGES Cedex. It should be noted that, in accordance with the provisions of Article L121-4 of the French Insurance Code, when several insurance policies are taken out without fraud, each one produces its effects within the limit of the guarantees of each policy, and in compliance with the provisions of Article L121-1 of the French Insurance Code.

#### **DELAYED ARRIVAL, EARLY DEPARTURE**

In the absence of a message from the CLIENT by any means specifying that he/she has had to postpone the date of his/her arrival, the PLOT or RENTAL becomes available 24 hours after the date of arrival stipulated in the Contract, and full payment of the services is still required.

No reimbursement will be made in the case of an early departure for a RENTAL or BUNGALOW (see possibilities of reimbursement under the cancellation insurance).

#### **SECURITY DEPOSIT – STAY GUARANTY**

In order to facilitate the CLIENT's arrival on the campsite for their STAY, at the time of booking, the CLIENT is asked to check-in online or by e-mail or SMS, prior to the start of their STAY. This online pre-check-in allows the CLIENT to provide a security deposit by means of a simple bank card pre-authorisation, with no money being debited from the CLIENT's bank account at this point. This pre-authorisation is retained for 1 month. Should there be more than 1 month between two STAYS, a new pre-check-in will be required.

Completing an online pre-check-in means that the CLIENT does not need to pay a security deposit for their ACCOMMODATION on arriving for their STAY, or for their rental of ancillary equipment (barbecue, fridge or baby kit, etc.) or bikes, stand up paddle, canoe, boat during their STAY, and allows the CLIENT to record expenses incurred on site during their STAY instead of paying them as they go (see "Payment at the end of your stay of expenses on site or Stay note").

In the event that the CLIENT should owe the particular campsite money, the security deposit may be used by ONLYCAMP to cover:

- additional cleaning costs in the event of cleaning not carried out by the CLIENT upon departure (up to a maximum of €120, basic cleaning fees being €30 for a location without water connection and €60 for location with water connection),

- costs associated with a failure to return, or damage to, ancillary rental equipment, such as barbecues, fridges, baby kits, etc. (up to a maximum of €100),

- costs associated with damage to the ACCOMMODATION caused by the CLIENT (up to a maximum of €500),

- all sums payable by the CLIENT to the campsite for the accommodation service and/or ancillary services used on site and not paid for by the CLIENT at the time of their departure,

- costs associated with the loss of keys, access badges and access cards issued to the CLIENT at the time of their arrival on the particular campsite (up to a maximum of €20 by keys, badges or cards)

In the case of amounts debited for additional cleaning costs, the costs of replacing keys or costs associated with damage to the ACCOMMODATION caused by the CLIENT, ONLYCAMP issues a corresponding invoice.

In the event of a multi-accommodation / pitch reservation, only one online registration will be made per file, this covering all RENTAL or PITCHES in the reservation. However, if the CUSTOMER wishes to individualize the guarantees so that each RENTAL or PITCH has its own Security Deposit and its own holiday tab, he can do so upon arrival at the campsite.

#### **PAYMENT AT END OF STAY FOR ON-SITE PURCHASES (STAY NOTE)**

The Customer can choose whether or not to use the payment at end of stay option for their on-site purchases of products and services. This option is activated when their security deposit is validated. If they do not wish to use it, they just need to pay the campsite where they are staying directly for the products and services they purchase as they go along.

All of the Customer's purchases to be paid for at the end of their stay will be added to a tab, which must be paid at the time of departure from the site where they stay at the latest. This payment is taken automatically from the Customer's card at the end of their stay, unless the Customer makes the payment by the day before their departure. The Customer can pay their tab at reception or in their customer account at [www.onlycamp.fr](http://www.onlycamp.fr) at any time.

The Customer receives a daily update on their expenditure by email, listing the purchases made or services booked, the date, the amount and the basic information related to this.

If the Customer wishes to contest one or more of the purchases listed, they must inform the staff at reception as soon as possible, who will take the necessary action.

In the event of non-payment by the Customer of some or all of the expenditure recorded on their tab during their stay, the amount due may be debited by the campsite where they stayed. This will be done within 8 days of the Customer's departure.

#### **CLEANING**

The CLIENT must return the rented accommodation in a perfectly clean condition. In the majority of our campsites, the CLIENT can request that the cleaning be carried out by us, for a cleaning fee to be paid on site.

#### **LEISURE ACTIVITIES**

Any free or paying activity mentioned on our WEBSITE, in an email or offered on site may, under certain circumstances, be modified or cancelled on your arrival on the site.

#### **MINORS**

Minors unaccompanied by their parents are not accepted on ONLYCAMP sites, except with parental permission.

#### **PETS**

Only one pet is allowed per RENTAL, subject to the payment of a fixed sum per night not included in the rental price of the RENTAL ACCOMMODATIONS and PLACEMENTS. The CLIENT must indicate this at the time of booking or on arrival on site. Pets are not allowed to roam freely and must be kept on a lead. They are not allowed in the communal areas (restaurant, auditorium, bar, swimming pools). Their acceptance is subject to two conditions:

- valid anti-rabies vaccination

- identification by tattoo or chip certified by a card issued by the Société Centrale Canine. The CUSTOMER must have the animal's health record and comply with the internal regulations of each site. Dangerous or aggressive animals (1st and 2nd category dogs prohibited) as well as "new pets" are not accepted.

#### **INTERNAL REGULATIONS**

In order to facilitate the stay of all our guests, a set of rules is available at the reception of each of our sites. We thank our clients for taking note of them and for respecting them. In the event of non-compliance with these rules, the Director of the site may impose sanctions, which may go as far as the cancellation of the contract. In this case, no refund will be made on the amount of your stay.

#### **PERSONAL DATA**

The information that the client has communicated at the time of his reservation or arrival at the campsite will not be transmitted to any third party. This information is considered by ONLYCAMP as confidential. It will be used only by the internal services of ONLYCAMP for the processing of the reservation or stay, and to strengthen and personalize the communication and service offer with the client. In accordance with the Data Protection Act of January 6, 1978, the client has a right of access, rectification and opposition to his personal data. To do so, he/she simply needs to send a request by mail to the following address, indicating name, first name and address: 61 rue de Rocheperinard, 37550 Saint Avertin.

In accordance with Article L.223-2 of the French Consumer Code, users have the option to register free of charge on the telephone solicitation opt-out list provided by the system via the website [www.biocetel.gouv.fr](http://www.biocetel.gouv.fr).

#### **RESPONSIBILITY OF ONLYCAMP**

All photos and texts used in the brochure or on the ONLYCAMP website are non-contractual. They are only indicative. It may happen that some activities and facilities offered by ONLYCAMP and indicated in the description in the brochure are removed, particularly for climatic reasons or in case of force majeure as defined by the French courts.

#### **FORCE MAJEURE**

The occurrence of an event of force majeure within the meaning of Article 1218 of the Civil Code (i.e. any event beyond the control of the debtor which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures), shall result in the suspension of the parties' obligations under the Contract. The party invoking an event of force majeure as referred to above shall immediately notify the other party of its occurrence by any written means. The parties shall meet to examine the impact of the event and agree, if necessary, on the conditions under which performance of the Contract may be resumed. If the case of force majeure lasts longer than three weeks, the Contract shall be terminated by operation of law.

Any circumstances beyond the control of the parties that prevent the performance of their obligations under normal conditions shall be deemed to be grounds for exemption from the obligations of the parties and shall result in their suspension. The party invoking the above-mentioned circumstances must immediately notify the other party of their occurrence and their disappearance.

All facts or circumstances that are irresistible, external to the parties, unforeseeable, unavoidable, independent of the will of the parties and which cannot be prevented by the latter, despite all reasonably possible efforts, shall be considered as force majeure. Expressly, the following are considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of the French courts and tribunals: storms, floods, lightning, earthquakes, fires, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to customers, blockage of means of transport or supplies, epidemic or pandemic.

The parties shall meet to examine the impact of the event and agree on the conditions under which the performance of the contract shall be continued.

## ONLYCAMP GENERAL TERMS AND CONDITIONS OF SALE AND SPECIAL TERMS AND CONDITIONS OF SALE FOR BUSINESS, GROUP, AND GROUP ACCOMMODATION CUSTOMERS

These general rental terms and conditions are valid from July 17, 2025.

If the case of force majeure lasts for more than three weeks, the pitch and accommodation contracts will be terminated by operation of law.

### PARTIAL NON-VALIDATION

If one or more stipulations of these general conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope.

### NON-WAIVER

The fact that one of the parties does not avail itself of a breach by the other party of any of the obligations referred to in these general terms and conditions shall not be interpreted for the future as a waiver of the obligation in question.

### LANGUAGE OF THE CONTRACT

The present general terms and conditions of sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

### SETTLEMENT OF DISPUTES - MEDIATION

For French nationals and nationals of the European Union, in case of dispute that may arise regarding the validity, interpretation, performance or non-performance, modification or termination of the contract, the Client and ONLYCAMP will try to find an amicable solution. To this end, the Client shall send his complaint by registered mail with acknowledgement of receipt to ONLYCAMP - Customer Relations Department, 61 rue de Rocheperard, 37550 Saint Avertin or to the following address: contact@onlycamp.fr.

In accordance with Section L. 612-1 of the French Consumer Protection Code, and subject to Section L. 152-2 of the French Consumer Protection Code, failure to reach an outcome deemed to be satisfactory entitles the Customer to request the reaching of an amicable resolution via mediation, within one year of the submission of a written complaint by contacting: SAS Médiation Solution  
222 chemin de la bergerie 01800 Saint Jean de Niois FRANCE  
website: <https://www.sasmediationsolution-conso.fr>  
email: [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)  
In the event of any unsuccessful mediation, the client and ONLYCAMP may refer the matter to the French courts holding jurisdictional competence at

the place of usual residence for clients residing in a European Union Member State other than France.

### APPLICABLE LAW

The present general conditions are subject to the application of French law, subject to mandatory provisions from which the parties cannot derogate.

## SPECIAL TERMS AND CONDITIONS OF SALE FOR "BUSINESS CUSTOMERS"

### PREAMBLE

These special terms and conditions of sale (the "ST&CS") are intended to supplement and amend ONLYCAMP's general terms and conditions of sale ("GT&CS") of which the CUSTOMER must be aware. These ST&CS take precedence over the GT&CS in order to take into account the specific nature of the products and/or to take account of the trade terms specific to customers acting in a professional capacity. A business customer is any natural person or legal entity acting in a professional capacity in connection with their commercial, industrial, artisanal, professional or agricultural business activities, including when they are acting in the name of or on behalf of another professional (hereinafter referred to as a "BUSINESS CUSTOMER").

BUSINESS CUSTOMERS are liable for any damage caused by the goods in their care, and guarantee and vouch for compliance with their contractual obligations by those persons making up the group concerned by the booking, for whom BUSINESS CUSTOMERS assume full responsibility, under the conditions laid down in article 1242 et seq. of the Civil Code.

### PRICING AND BILLING

ONLYCAMP will provide the BUSINESS CUSTOMER with a detailed quote upon request. The prices in the quote are firm for 30 days from the

date the quote is sent to the BUSINESS CUSTOMER. A global invoice will be sent to the BUSINESS CUSTOMER at the billing address that the BUSINESS CUSTOMER must have confirmed and provided to the CAMPSITE. Any sum not paid by the due date shall automatically incur a late payment penalty equal to three (3) times the legal interest rate in force on the due date. The statutory flat fee to cover collection costs with respect to commercial transactions will be added to the amount of the unpaid invoice for the amount in force on the date of issue of the invoice (i.e. €40 on the date of effect of this document), as provided for in article L.441-10 of the French Commercial Code or any provision replacing or supplementing it. An additional indemnity will also be charged if collection costs incurred exceed the amount of the statutory flat fee.

### CHANGE IN THE NUMBER OF PERSONS

When the booking is based on a quote and if the effective number of persons who arrive is lower than that requested in the quote, the price of the STAY will remain unchanged. If the number of persons is greater than that requested in the quote, the CAMPSITE concerned reserves the right to refuse the additional persons. If the CAMPSITE agrees to accommodate the additional persons, an additional payment for their STAY must be made before the additional persons concerned arrive at the CAMPSITE. BUSINESS CUSTOMERS guarantee and vouch for compliance with their contractual obligations by these additional persons, for whom they assume full responsibility, under the conditions laid down in article 1242 et seq. of the Civil Code.

### SECURITY DEPOSIT

In addition to registering a means of payment online to be used to pay the non-discharging security deposit of €420 (guarantee for the ACCOMMODATION and cleaning costs), by means of a link sent by email before the start of the STAY (see the SECURITY DEPOSIT paragraph in the GT&CS), the BUSINESS CUSTOMER making a group booking may, with the agreement of the CAMPSITE, proceed with the security deposit procedure by the following alternative means:

- cheque for €420 per ACCOMMODATION provided on arrival,
- bank transfer made at least 10 days before the start date of the STAY, for the amount of €420 per ACCOMMODATION.

An additional security deposit of €400 will be required for room hire. When sums remain due by the BUSINESS CUSTOMER or when the ACCOMMODATION or rented room is damaged or if the cleaning is not carried out, ONLYCAMP:

- will deduct the corresponding amount from the security deposit if the security deposit payment has been pre-authorized,
- will cash in the security deposit cheque,
- will retain all or part of the security deposit paid by bank transfer.

### USE OF THE ACCOMMODATION

In accordance with the laws governing classified campsites, the rented ACCOMMODATION cannot constitute the BUSINESS CUSTOMER's primary residence, and the BUSINESS CUSTOMER must provide proof of their primary address. CAMPING PITCHES and ACCOMMODATIONS will be used solely for temporary private accommodation and may not be used for any industrial, commercial, artisanal or other professional activities. In particular, it is forbidden to store materials in the ACCOMMODATIONS.

### BEHAVIOUR ON THE CAMPSITE

ONLYCAMP CAMPSITES are first and foremost family-friendly, calm holiday resorts. BUSINESS CUSTOMERS must respect this and use the facilities available with moderation, and in any case not the entire group at the same time. The various facilities available to BUSINESS CUSTOMERS must be used while respecting other CUSTOMERS and without excess. Vehicles must come and go in accordance with the timetables set out in the internal regulations. Any damage to facilities caused by the BUSINESS CUSTOMER or one of the persons in the group booking for whom the BUSINESS CUSTOMER assumes responsibility, must be paid for before leaving the CAMPSITE. If immediate payment is not possible, ONLYCAMP will deduct the cost of repairing the damage from the security deposit. If the security deposit is insufficient to cover the costs, the BUSINESS CUSTOMER undertakes to pay ONLYCAMP the balance on presentation of the invoice.

### RESPECT FOR THE PREMISES AND INTERNAL REGULATIONS

BUSINESS CUSTOMERS must avoid any noise or discussions that could disturb their neighbours. There must be complete silence between 11 pm and 8 am. BUSINESS CUSTOMERS shall ensure that the operation of the site is not disrupted and that site security and the safety of the persons on the site is not jeopardized. A copy of the internal regulations is available at the reception desk on each of our sites. BUSINESS CUSTOMERS must read these regulations and comply with them. Should these regulations be blatantly disregarded, the manager of the CAMPSITE in question may impose penalties up to and including termination of the contract.

If members of the group are to blame for a nuisance that causes a prejudice to the CAMPSITE, the BUSINESS CUSTOMER may be asked to pay compensation for the prejudice suffered. This compensation may be deducted from the security deposit. All people present are required to refrain from any action that could damage the hygiene or appearance of the CAMPSITE. The cost of repairing any damage to the vegetation, fences, grounds or facilities on the CAMPSITE will be at the expense of the BUSINESS CUSTOMER.

### ACCOMMODATION CLEANLINESS

All ACCOMMODATION is non-smoking. BUSINESS CUSTOMERS must not smoke inside the ACCOMMODATIONS. BUSINESS CUSTOMERS must ensure that cleaning is carried out on a regular basis in order to keep the ACCOMMODATION in good condition. For any STAY longer than 2 weeks, a cleaning fee will be charged every 7 days to BUSINESS CUSTOMERS for each accommodation. If the cleanliness of the ACCOMMODATIONS is deemed insufficient, the CAMPSITE may decide to bill the BUSINESS CUSTOMER for a higher flat rate for ACCOMMODATION cleaning costs. This bill must be paid on receipt.

The cleaning fee does not include cleaning the dishes, the refrigerator or taking out the rubbish bins (these tasks are incumbent on BUSINESS CUSTOMERS).

### PROFESSIONAL CIVIL LIABILITY INSURANCE

BUSINESS CUSTOMERS undertake to provide a professional civil liability insurance certificate on first request.

### DISPUTE RESOLUTION

Any dispute that cannot be settled out of court will be referred exclusively to the courts in the jurisdiction of the Lyon Cour d'Appel (FRANCE).

## SPECIAL TERMS AND CONDITIONS OF SALE FOR "GROUP AND GROUP ACCOMMODATION CUSTOMERS"

### PREAMBLE

These special terms and conditions of sale (the "STC") are intended to supplement and modify the ONLYCAMP general terms and conditions of sale ("GTC") to which they are annexed. These STC take precedence over the GTC in order to reflect the specific nature of the products and/or commercial terms reserved for a group. A group is defined as a reservation made by an individual on behalf of a group or by (i) an organization (club, association, staff representative body, local authority, school group, non-profit organization, etc.) (ii) for a group of people who are (a) members of this organization, or (b) for whom the organization assumes responsibility under a duty of care or other legal obligation, or (c) who are linked by a contract whose purpose or effect is to benefit from the STAY; and (iii) for the needs of its activity or corporate purpose (excluding industrial, craft, liberal or agricultural activity), and hereinafter referred to as the "GROUP CLIENT".

The GROUP CLIENT guarantees and is responsible for compliance with its contractual obligations by the persons comprising the group subject to the reservation (the "PARTICIPANTS").

### SERVICES AND PRICES

Prices are given in euros, including VAT at the rate in effect at the time of the STAY reservation. The total price of the STAY includes the cost of the pitch, rental unit, or group accommodation, additional selected services, booking fees, and any cancellation insurance. This total price is indicated prior to the CLIENT confirming their STAY reservation, whether it is made via the WEBSITE or another booking channel. Any change or modification of rates, as well as any applicable tax changes at the time of invoicing, may be reflected in the price of the stay.

### Stay in a group accommodation:

Descriptions, minimum rental durations, and prices vary depending on the period; they can be viewed on the WEBSITE by entering the desired dates and destination.

#### a) Price – services included in the price

The rental price of a group accommodation includes the rental itself based on the number of people (within the capacity), utilities (water, gas, electricity), parking for one vehicle, access to reception services, the swimming pool (during opening dates and times, if available at the selected destination), playgrounds, other facilities, and available activities (free or paid). For safety reasons, the number of people arriving for the stay must

not exceed the capacity of the group accommodation. The campsite reserves the right to deny access to any person exceeding this capacity. The GROUP ACCOMMODATION must be left clean and in good condition upon departure. GROUP ACCOMMODATIONS are non-smoking.

In the event of disturbances causing damage to the property, the CLIENT may be asked to compensate for the damage. This compensation may be deducted from the security deposit.

b) Arrival and departure in ONLYCAMP group accommodations  
GROUP ACCOMMODATIONS are available from 4:00 PM on the day of arrival and must be vacated by 10:00 AM on the day of departure. Late departure after 10:00 AM may result in an additional night being charged. An extra fee may apply if the client wishes to arrive or depart outside these stated hours (subject to availability). This request must be made at the time of booking.

#### **CIVIL LIABILITY INSURANCE**

The CLIENT agrees to provide, at the time of signing the quote, proof of civil liability insurance covering the GROUP STAY. This is required to confirm the STAY reservation.

#### **MODIFICATION OF PARTICIPANT NUMBER FOR GROUP STAYS**

If the number of PARTICIPANTS is lower than that confirmed in the quote, the total amount due for the STAY remains unchanged. If the number of PARTICIPANTS is higher than that confirmed in the quote, the CAMPSITE reserves the right to refuse the additional PARTICIPANTS. If the CAMPSITE agrees to accommodate the additional PARTICIPANTS, a supplementary payment must be made before the PARTICIPANTS are allowed to settle in.

#### **CLEANLINESS OF THE GROUP ACCOMMODATION**

All group accommodations are non-smoking. The CLIENT must smoke outside the group accommodation. Regular cleaning must be ensured by the CLIENT to maintain the condition of the group accommodation. For STAYS longer than two weeks, a cleaning fee will be charged every 15 days. If the cleanliness of the group accommodation is deemed insufficient, the CAMPSITE may charge the CLIENT an additional cleaning fee. This fee must be paid upon receipt.

#### **INVENTORY**

Upon the CLIENT's arrival, if within the campsite's opening hours, the keys to the group accommodation will be handed over in person with an inventory conducted jointly with ONLYCAMP. In case of late arrival, the CLIENT must report any issues with the accommodation by 10:00 AM the next day at the latest. This can be done by phone, email, or in person, with supporting photos.

An inventory check may be requested by the CLIENT or by ONLYCAMP the day before departure to ensure everything is in order. A final check will automatically be carried out by ONLYCAMP on the day of departure, in the CLIENT's presence.

The cleaning package does not include dishwashing, refrigerator cleaning, or garbage removal (these are the responsibility of the CLIENT).

#### **INTERNAL RULES**

To ensure a pleasant stay for all guests, internal rules are available at the reception of each site. We thank our guests for reading and respecting them. In case of clear violation of these rules, the CAMPSITE manager may impose sanctions, including termination of the contract. In such a case, no refund will be issued.

#### **SUPERVISION OF THE GROUP IN CASE OF MINORS**

An adult must be present if minors are part of the group and will be responsible for their supervision. No exceptions to this rule are allowed unless specific terms are expressly agreed upon in writing by ONLYCAMP.

#### **BEHAVIOR ON THE CAMPSITE OR IN THE GROUP ACCOMMODATION AND USE OF FACILITIES**

ONLYCAMP GROUP ACCOMMODATIONS are intended for quiet family stays. PARTICIPANTS must respect this atmosphere and use the provided facilities moderately and never all at once. Use of the available facilities must be respectful of other CLIENTS and without excess. For the use of leisure facilities by minors, groups must be limited to 8 persons maximum (including one responsible adult). Vehicle movement must follow the times specified in the internal rules.

Any damage to equipment caused by a PARTICIPANT must be paid for before leaving the site. If immediate payment is not possible, ONLYCAMP will deduct the repair cost from the security deposit. If the deposit is insufficient, the CLIENT agrees to pay the remaining balance upon receiving the invoice.

#### **RESPECT FOR PREMISES AND INTERNAL RULES**

PARTICIPANTS must avoid any noise or conversation that may disturb neighbors. Total silence is required between 11:00 PM and 8:00 AM.

The CLIENT must ensure that PARTICIPANTS do not disrupt the operation or safety of the site or its occupants. Internal rules are available at each CAMPSITE reception. CLIENTS agree to read and comply with them and to ensure PARTICIPANTS do the same. In case of a clear violation of these rules or of the law, the responsible party may take actions including contract termination.