



GENERAL TERMS OF SALE BEL AIR VILLAGE

LES DEMEURES DU LAC

Version 08/01/2025

ARTICLE 1: PURPOSE

These general terms define the respective obligations of the network member company « BEL AIR VILLAGE » LES DEMEURES DU LAC, SAS company registered with the RCS of Paris, Siret 79385312800064, presented by its Managing Director Olivier LACHENAUD (hereinafter the « Holiday Village ») and the customer (hereinafter referred to as the « Customer(s) ») in the context of the sale of stay(s) by the Holiday Village on the website: <https://lesdemeuresdulac.fr/> Website ») or any other marketing medium made available to Customers. (hereinafter referred to as the «

The Company holds a Public Liability contract with LLOYD's Insurance Company S.A. Belgian public limited company (naamloze vennootschap) whose registered office is located at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium, registered with the Crossroads Bank for Enterprises /Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels)- Contract No. AX2024HPA023016 covering it when its civil liability is incurred due to damage caused to third parties in the course of its professional activities.

In addition to these general terms of sale (hereinafter referred to as the « CGV »), the Customer must refer to the general terms of sale of the Holiday Village as well as to its internal regulations (hereinafter referred to as the « Internal Regulations »).

These general terms of sale (hereinafter referred to as the « CGV ») are intended to define the parties' rights and obligations in the context of renting rental accommodations (hereinafter referred to as the « Accommodation(s) ») within the Holiday Village.

ARTICLE 2: ACCEPTANCE OF THE GENERAL TERMS AND OF THE INTERNAL REGULATIONS

By booking an Accommodation within the Holiday Village, the Customer acknowledges that they have fully read and definitively and without reservation accepted the CGV.

For a booking made via the Internet, this acceptance is formalized by ticking the checkbox linked to the following statement: « I acknowledge that I have read the General Terms of Sale ». This method of acceptance will have the same value as a handwritten signature on the part of the Customer. When making a booking through another channel (phone or on-site), the Customer acknowledges that they have received the internet link allowing access to the CGV along with their booking documents and that they have accepted them, noting that they are always accessible and downloadable from the Website.

The Customer undertakes to consult the internal regulations of the Holiday Village (hereinafter referred to as the « Internal Regulations ») and to comply with them.

ARTICLE 3: BOOKING

➤ **Booking conditions**

The booking can only be validated by a person of legal age with legal capacity.

The Customer undertakes to book a stay in their own name and for their own account and to occupy the selected accommodation during the stay. Minors must be accompanied by their parents or legal guardians.

➤ **Booking arrangements:**

The booking arrangements are as follows:

- By phone at: 06.45.76.36.98
- On the Website: <https://lesdemeuresdulac.fr/>: the booking of a stay can only be recorded if the Customer is identified and has created an account.

The booking is 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 and forty-five [45] days before the Customer's arrival date if the Customer books through the website www.veepee.fr (hereinafter « Veepee »). No discount will be granted in the event of delayed arrival or early departure.
- Any booking made less than 30 days before arrival must be paid in full at once by bank transfer or by credit card

➤ **Booking validation**

- **Reservation by phone**

The Client may place an option on a Accommodation by phone by contacting the following number: reservations service at 06.45.76.36.98

When this option is placed, the Holiday Village transmits the T&Cs in PDF format to the Client in order to obtain their agreement.

This option is only valid for a period of seven [7] days from the receipt by the Client of the option contract, after which the option will be removed by the Holiday Village.

If the Client confirms their option and proceeds with the payment of the Deposit requested by the Holiday Village within the time limit in accordance with the payment methods referred to in article 6 of the T&Cs, the option becomes a reservation subject to the Client receiving the confirmation email from the Holiday Village to the email address they provided.

- **Reservation via Internet**

The Client can make a reservation on the Website and create an account. The Client selects the accommodation based on the availability offered by the Holiday Village.

In the event of an Internet reservation, the reservation has contractual value only from the actual payment of the Deposit and upon receipt of a written reservation confirmation, by email, summarizing all information related to the stay.

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

In the particular case where the Client made a reservation through Veepee, and the balance is not paid within forty-five [45] days before the Client's arrival, the stay is considered canceled and the cancellation terms described below apply.

➤ **Participants in the stay**

- **Group booking**

Every participant in the stay, regardless of age, is considered as an occupying person under the occupancy rules, including babies and young children.

Any booking of more than three [3] accommodations by the same physical person or by different physical persons, but knowing each other and traveling together on the same stay dates, at the same Holiday Village, is considered a group. The accommodations offered on the Website are addressed exclusively to individual clients. For any group booking request, you must contact the Holiday Village by email at contact@lesdemeuresdulac.fr. The Holiday Village reserves the right to study the group booking request before acceptance or refusal.

Clientele - Minors

For safety reasons, unaccompanied minors by their legal guardians during the entire stay are not accepted in the Holiday Villages.

No 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 that must be provided on a specific date or period.

Thus, the 14-day withdrawal period does not apply to the reservation of accommodation.

Maximum capacity

For safety and guarantee purposes, it is imperative to respect the maximum capacity allowed for each reserved accommodation.

If, upon arrival, it is found that the number of occupants exceeds the maximum capacity defined for the reserved accommodation, the Holiday Village reserves the right to refuse access to it, with no possibility of a refund for the reserved stay.

ARTICLE 4: SERVICE

The Holiday Village offers rental accommodations within the Holiday Village.

➤ **Rental accommodation (RML and HLL)**

The rental accommodations are all equipped and date from 2015 to 2023.

The booking of a accommodation is strictly personal. You may not sublet or transfer your booking under any circumstances without the prior consent of the Holiday Village.

The price of your stay includes the accommodation for the number of people you indicated (within the limit of the maximum capacity of the dwelling), access to facilities and activities, as well as a parking space for your vehicle in the peripheral car parks since the site is pedestrian.

According to the chosen Accommodation typology, the ancillary fees include: additional person, additional vehicle, domestic animals, energy tax, (...) all other options are not included in the above price and will be added to it. The rates relating to these ancillary fees can be consulted at the Holiday Village.

The base package is for 1 to 7 people (baby included) depending on the type of accommodation.

The Holiday Village reserves the right to refuse access to groups or families presenting with a number of participants exceeding the capacity of the rented accommodation.

ARTICLE 5: RATES, TOURIST TAX & ECO-PARTICIPATION

➤ **Common Provisions**

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

Prices are stated in euros [€] and all taxes included [TTC] and do not include the tourism tax, local taxes and any potential surcharges. Any change or modification of the rate as well as any evolution of the taxes applicable to the stay, on the invoicing date, may be passed on to the price of the stay. The Holiday Village reserves the right to adjust its rates in the event of a change in tax rates or VAT (10%).

Regardless of the chosen plan (Accommodation), additional fees may be charged for extra persons, extra vehicles, animals, and visitors.

➤ **Application of dynamic pricing**

The Holiday Village applies dynamic pricing [price adjustments based on demand variation]. Consequently, rates may rise or fall.

Thus, for the same stay, Clients may have paid different prices.

Clients who paid the highest price cannot receive any refund of the difference between the price applicable to them and the promotional price or the lower price that another client may have benefited from under dynamic pricing.

➤ **Tourist tax**

A tourist tax collected for the Commune of SAINT REMY SUR DUROLLE must be paid upon arrival of the Client, per night and per person over 18 years old.

➤ **Eco -participation**

An eco-participation is to be paid upon arrival of the Client, per night and per person. The Holiday Village is subject to charges for the extraction of natural resources (clean water) and the treatment of waste (ex wastewater, household waste, ...). It is therefore a budgetary pass-through with a compensation and awareness value (0.45€/person/night).

➤ **Reservation fees**

The administrative fees amount to €25.

ARTICLE 6: PAYMENT METHODS

➤ **Accepted payment methods**

Bookings made less than 30 days before the start date of the stay must be paid by credit card

The deposit must be paid by credit card

For the payment of the balance, the following payment methods can be used by the Client:

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

The Client's credit card information is fully protected and SSL-encrypted, via the Paybox secure payment platform. The Holiday Village cannot in any way access the card number, except to obtain payment for the order.

By bank transfer to the Holiday Village bank account identified: national or international

In the event of payment by bank transfer, the order is only pre-registered. The order amount must be credited to the Holiday Village account within a maximum of three (3) business days from the order date.

Otherwise, it will be cancelled.

As part of a four (4) installment payment with fees, via FLOA BANK, its General Terms and Conditions of Sale apply: <https://www.floabank.fr/conditions-generales-paiement-plusieurs-fois>

To benefit from it, you must reside in France, be over 18 years old and hold a Visa or Mastercard bank card. Bank cards with a mandatory authorization, e-cards, Indigo cards and American Express are not accepted (non-exhaustive list)

The validity period of the bank card used must be after the date of the last installment for the "split payment." You have a 14-day withdrawal period to renounce your credit.

Financing offer subject to acceptance by FLOA and conditions.

By ANCV Holiday Cheques accepted for payment of rental services in France or for destinations within the European Union.

If this payment method is used, the ANCV Holiday Cheques must be duly filled and sent to the Village Vacances, by registered mail with acknowledgment of receipt to the following address: Bel Air Village LES DEMEURES DU LAC, 720 Route du Lac, 63550, SAINT REMY SUR DUROLLE. The holiday cheques must be submitted with their original stubs, all detached from the checkbook and not stapled or fixed to any support, taped to any support. The field "Name of the holder" must obligatorily be filled.

Otherwise, the Village Vacances declines any responsibility in case of loss or theft during the delivery of the Client's payment.

Non-payment/default on payment

If payment deadlines are not respected, the Village Vacances reserves the right to recover the amounts due by any means. Furthermore, if the balance is not received within the deadlines, the Client is informed that their reservation will be canceled.

ARTICLE 7: STAY

➤ **Key handover**

The check-in and check-out times are specified in the conditions available on your exchange voucher.

➤ **Accommodation**

Any complaint regarding the cleanliness or general condition of the accommodation must be notified in writing no later than 24 hours after arrival to allow for remediation. No complaint will be admissible more than 24 hours after arrival.

The accommodation must be returned in good maintenance and cleanliness condition by the Client at departure; cleaning must in particular have been done by the Client. If not, the Village Vacances reserves the right to charge cleaning and restoration costs in accordance with the security deposit provisions [article 7].

➤ **Choice of the positioning of your Accommodation**

The Client's preferences for a specific accommodation at the Village Vacances are not contractual. They will be taken into account as far as possible; housing assignments are made according to availability and capacity at the Client's arrival.

➤ **Delayed arrival and early departure**

If arrival is delayed or departure is earlier than the dates stated on the Client's booking confirmation, the Client must inform the Village Vacances.

No discount on the stay can be considered and the Client cannot claim any refund for the portion of the stay not completed.

➤ **Security deposit**

A security deposit, amount defined in the conditions available on the Site, will be requested from the Client prior to arrival (typically between one week and one month before arrival) or, if applicable, at the Village Vacances reception. It will be returned at the end of the stay and/or no later than eight days by post from departure, subject to the accommodation being returned in good, clean condition.

The Village Vacances also reserves the right to retain part or all of it in case of damage to the accommodation and/or its contents and/or equipment at the Village Vacances.

The Village Vacances also reserves the right to deduct from the security deposit the amount corresponding to missing equipment and/or cleaning fees if the cleaning has not been properly carried out at departure.

The accommodation: It is imperative that the rented accommodations are returned to their initial condition. In case of damage (breakage, missing items, deterioration), the Village Vacances will inform the Client in advance and reserve the right to deduct the necessary amounts to restore the rental condition.

Cleaning/Final Cleaning: At departure, the accommodation must be left in an appropriate state of cleanliness (floor cleaned, dishes washed, blankets stored, trash bins emptied, cupboards clean, kitchens and bathrooms/WC cleaned). If the Client notices any anomalies at their arrival, they must inform the Village Vacances in writing within 24 hours so that immediate measures can be taken to resolve the issue. Without this notification, a favorable response to their claim cannot be granted. In case of non-compliance with

the obligation to return the Accommodation in good condition of cleanliness at the end of the stay; the Holiday Village reserves the right to charge the Client cleaning fees and deduct them from the security deposit, after having notified the Client in advance.

Cleaning service: The Client has the option to choose an end-of-stay cleaning service that will be specifically charged to them. The cost of this service will depend on the category of their accommodation. Choosing this cleaning option does not exempt them from the obligation to maintain a minimum level of cleanliness in the Accommodation by disposing of all waste, emptying the bins, washing the dishes, and folding the blankets as a sign of respect for the Holiday Village maintenance teams.

Other types of security deposit: In some Holiday Villages, a security deposit may be required for renting barbecues, renting bicycles, providing badges for use of the barrier, or any other specific service.

Animals

Pets (except dogs of the 1st and 2nd categories) are welcome in some Holiday Villages, subject to a fee, per animal, payable when you book. When they are allowed, they must be kept on a leash at all times. They are prohibited around swimming pools, in food shops, and in the reception, entertainment and sanitary buildings. The vaccination record for dogs and cats must be up to date.

The conditions for welcoming animals are specified in the conditions specifically applicable to each Holiday Village on the Website.

Visitors

Visitors are admitted to the Holiday Village premises after they have reported to the Holiday Village reception desk and paid the visitor fee.

Visitors will have access to the Holiday Village facilities, with the exception of aquatic areas.

House rules

The Client agrees to read the Holiday Village House Rules before their arrival. They acknowledge that these House Rules will govern their stay in addition to the GTC.

During the stay, the Client undertakes to comply with the House Rules and to ensure that they are complied with by the persons staying with them and/or their visitors, who are under their responsibility.

In the event of non-compliance with the House Rules, the Holiday Village will have authority to ensure compliance and, if needed, impose any necessary sanctions, up to and including the exclusion of the Client from the Holiday Village without refund of the price of the stay.

Rebooking / Relocation

In the event of an impossibility related to an exceptional situation of making the booked accommodation available to the Client, the Holiday Village may offer the Client rebooking in an establishment of equivalent type and category.

Liability

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

Consequently, the Holiday Village's liability cannot be called into question in the event of loss, forgetting, theft, or damage to personal items, in particular within the accommodation, the common areas and adjacent parking lots.

The Client is responsible for the safety of their accommodation during their stay and it is their responsibility to ensure accordingly. Certain precautions can prevent the Client from any possible inconvenience, in particular: closing doors, glass bays, and windows before leaving the premises.

Authorization to reproduce and distribute the image

During the Client's stay, the Holiday Village may be required to take photographs and/or record videos within the Holiday Village for event and/or communication purposes, on all media, in which the Client and the persons accompanying them are likely to appear.

By accepting the GTC, the Client is deemed to authorize the Holiday Village to use the photos and/or videos in which they will appear for the above-mentioned purposes. They guarantee this authorization on behalf of the persons accompanying them. Any specific refusal must be notified in writing to the Holiday Village.

The Client or one of the persons accompanying them may request at any time, within a reasonable time, the removal of which they/they are recognizable by sending a written request to the Holiday Village.

Unavailability of certain services

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

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

The Holiday Village will do its best to inform the Client of work or improvements carried out during their stay.

Termination of the booking contract in the event of breach by the Client

The booking contract will be automatically terminated due to the Client's fault in one of the following situations:

- **If the Client does not check in at the Holiday Village within 24 hours after the start of the stay, without justification or notification of arrival. The Holiday Village will then consider that he has Renounced his accommodation after the 24-hour deadline. The total amount he has paid will be retained where applicable, and no refund will be made.**
- In case of repeated offenses, i.e., if the Client or their companions violate the rules after having received an email warning them to comply with the Internal Rules, the Holiday Village reserves the right to terminate the stay contract with immediate effect. In such a case, the Client will be required to leave their Accommodation within three hours following termination of their contract, which will be notified by email. No refund from the Holiday Village will be made. In particular, the Holiday Village declines any liability in the event of the exclusion of a Client by the Holiday Village for non-compliance with the Internal Rules.

ARTICLE 8 : MODIFICATION OR CANCELLATION OF STAY

➤ Modification or cancellation by the Client

It is recalled that the Client does not benefit from the right of withdrawal in accordance with Article L221-28-12 of the Consumer Code. Any request for modification or cancellation of the stay must reach the Holiday Village by email at contact@lesdemeuresdulac.fr or by mail to the following address: Village Vacances Bel Air Village LES DEMEURES DU LAC, 720 Route du Lac, 63550 Saint Rémy sur Durolle. Cancellation or modification of the stay will incur the following fees by the Holiday Village:

More than 30 days before the start of the stay	30% of the price of the stay + handling fees + insurance fees (if taken out)
From 30 days to less than 30 days before the start of the stay	100% of the price of the stay + handling fees + insurance fees (if taken out)

In the particular case where the Client made the reservation through Veepee, cancellation or modification of the stay will incur the following fees by the Holiday Village:

More than 30 days before the start of the stay	30% of the price of the stay + handling fees + insurance fees (if taken out)
From 30 to 15 days before the start of the stay	50% of the price of the stay + handling fees + insurance fees (if taken out)
From 14 to 08 days before the start of the stay	75% of the price of the stay + handling fees + insurance fees (if taken out)
Less than 7 days before the start of the stay	100% of the price of the stay + handling fees + insurance fees (if taken out)

A change of dates or content of the stay is considered a cancellation with application of fees according to the above scale. For any other modification request, provided it is possible, handling fees will be applied up to twenty-five euros (25€).

➤ Modification or cancellation by the Holiday Village

If the Client's stay is cancelled by the Holiday Village for a reason not related to force majeure, according to the definition resulting from established jurisprudence, the Holiday Village will inform the Client as soon as possible, by email.

The Holiday Village will make its best efforts to offer the Client a replacement solution.

If no replacement solution is agreed by the Client, the amounts paid will be fully refunded within 72 hours.

ARTICLE 9 : CANCELLATION INSURANCE

The price of the stay does not include cancellation insurance. This remains optional and is offered during the reservation process (insurance taken out with NEAT Village Vacances that covers the Client, under certain conditions, before departure and during the stay).

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

The proposed insurance 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: 100% refund of cancellation fees (see deductible)

REFUND WITHOUT PROOF: 70% refund of cancellation fees (see deductible)

For more details: <https://lesdemeuresdulac.fr/info-assurance-annulation>

You must check with your insurers that you have a villa extension within your Home Insurance contract and its coverage conditions. If not, you are required to insure against the risks inherent to its occupancy. Namely: accident, death, theft, loss, damage to personal effects (suitcases, items, furniture, valuables, vehicles, bicycles...). You must also insure for damages that you might cause in the rented accommodation or at the Village Vacances, caused by you or your companions. You will need to justify your insurance upon first request. In the case of renting or lending bicycles, you are required to insure against theft, loss or damage.

ARTICLE 10 : COMPANY DETAILS AND CUSTOMER SERVICE

For any information or questions, the Holiday Village customer service is at the Client's disposal:

E-Mail : contact@lesdemeuresdulac.fr

Phone number : 06.45.76.36.98

Holiday Village : Bel Air Village LES DEMEURES DU LAC , 720 Route du Lac, 63550 Saint Rémy sur Durolle

ARTICLE 11 : COMPLAINTS - DISPUTES

Any complaint by a Guest relating to a difficulty during the stay must be notified precisely by registered letter with acknowledgement of receipt to the Holiday Village no later than twenty (20) days after the end of the stay by writing to the following address Bel Air Village LES DEMEURES DU LAC , 720 Route du Lac, 63550 Saint Rémy sur Durolle or by e-mail to the address reclamation@alphacamping.fr . A copy of the complaint may be sent by the Guest to the Village

Holiday Village. Furthermore, when a non-compliance in the performance of the contract services is found on site, the Guest is required to report it to the Holiday Village within the

24 hours, by telephone at 06.45.76.36.98 with written confirmation, by e-mail to the address _____ or by post to the address Bel Air contact@lesdemeuresdulac.fr Village LES DEMEURES DU LAC , 720 Route du Lac, 63550 Saint Rémy sur Durolle

Any request for a review of the file must be made in writing by the Guest within 14 days following the response sent by e-mail or post by the Holiday Village. In the event of disagreement with the Holiday Village regarding the handling of the complaint, and less than one year after the Guest has submitted a written complaint to the Holiday Village, the Guest will have the option to use the services of MÉDIATION TOURISME ET VOYAGES offered by the Holiday Village. The Guest may submit their mediation request to MÉDIATION TOURISME ET VOYAGES electronically: <https://www.mtv.travel/> Mediation is free, except for the costs of a lawyer, an expert, or any other person that the Guest chooses to involve in the mediation. The European Commission has also set up a dispute resolution platform intended to collect any complaints from consumers following an online purchase in order to then forward them to the competent national mediators.

This platform is accessible via the following link : https://webgate.ec.europa.eu/odr/main/index.cfm?event=main_home_show&lng=FR

ARTICLE 12 : APPLICABLE LAW AND COMPETENT JURISDICTION

The T&Cs are governed by French law. The T&Cs were drafted in the French language and then, if applicable, translated into different language versions. For their interpretation in the event of a dispute, only the text in the French language shall prevail, the translated versions being provided for information purposes only. In the event that any clause of the T&Cs is declared null and void, this shall in no way affect the validity and observance of the other clauses, which shall remain fully applicable. Any dispute or challenge to which they may give rise, both regarding their validity and regarding their interpretation, performance, or termination, shall

be brought by the most diligent party before the French courts, regardless of the Client's country of origin, unless otherwise provided by rules of public policy.

ARTICLE 13 : PERSONAL DATA

The processing of personal data that the Holiday Village carries out for the purposes of booking is governed by the Village Vacances Paradis Personal Data Protection Charter, available on the website <https://lesdemeuresdulac.fr/>

ARTICLE 14 : OPT-OUT OF TELEPHONE SALES

In accordance with Articles L.223-1 and following of the Consumer Code, if the Guest no longer wishes to be contacted by telephone on the number they provided to the Holiday Village, they may register this phone number at any time on the opt-out list for telephone canvassing via the Internet on the site www.bloctel.gouv.fr or by post by writing to : Société Opposetel, Service Bloctel, 6 rue Nicolas Siret 10000 Troyes.