GENERAL **CONDITIONS OF SALE**

Article 1 – BOOKING CONDITIONS

- The booking becomes effective only upon acceptance by the Village after:
  - Receipt of the deposit;
  - Receipt of the duly completed and signed booking contract or acceptance of the general terms and conditions of sale when booking online.
- Reservations shall only be binding on Yelloh! Village once they have been accepted by the campsite. Yelloh! Village is free to accept or refuse any reservation depending on availability and, more generally, on any circumstances liable to adversely affect the fulfillment of the reservation.
- Yelloh! Village offers holidays intended for families, in the traditional sense of the term, and its accommodation is specifically designed for this purpose.
- The Yelloh! Village campsite reserves the right to refuse any reservation that is contrary to this principle or that seeks to circumvent it.
- Booking of camping pitches or rented accommodation is made strictly on a personal basis. Under no circumstances may you sub-let or transfer your booking without the prior consent of the Village
- Minors must be accompanied by their parents or legal guardians
- All children are considered participants.

Camping pitches

- The basic package includes the pitch for the tent, caravan or camper van for one or two people, access to the toilet blocks and to the residential facilities.

Rental accommodation

- The rental accommodations are furnished and can accommodate a maximum number of guests. Yelloh! Village campsites reserve the right to refuse access to the village to groups or families whose number exceeds the capacity of the accommodation rented.

Group bookings

- All bookings made for more than 4 accommodation units by one person or made by different people who know each other and who are travelling together for the same reasons and for the same holiday dates at the same Yelloh! Village are deemed to be group bookings.
- Accommodation appearing on the commercial Yelloh! Village website is intended exclusively for individual bookings.
- For all group booking requests, you must contact the Yelloh! Village in question by telephone, email or via the Contact Us section. The Yelloh! Village campsite contacted reserves the right to examine booking requests before accepting or declining them.

Article 2– BOOKING FEES, PRICES AND TAXES

- Yelloh! Village waives the booking fee for rental accommodations and camping pitches.
- The prices shown are valid for all stays until 31 December 2026 and for the 2027 season. They correspond to one night and are quoted in euros, including VAT.
- The tourist tax varies according to the local council, and the final amount will be determined on the date of arrival.

Article 3– TERMS OF PAYMENT

- For bookings made more than 30 days before the start of the holiday, the deposit of 25% of the total price of the facilities booked must be paid to the village at the time of booking. The balance must be paid to the village no later than 30 days before the start of a holiday.
- For bookings made less than 30 days before the holiday start date, payment must be made in full at the time of booking with the village (25% deposit + balance of stay).
- If the customer fails to pay the deposit at the time of booking or the balance at the latest 30 days before the start of the stay, the Village reserves the right to cancel the booking and to make the accommodation available for rental again. This cancellation due to non-payment will not give rise to any refund of amounts already paid by the client.

Article 4– WITHDRAWAL, MODIFICATION AND CANCELLATION

1. No right to withdraw

- In line with article L.221-28 of France's consumer code, Yelloh! Village would like to inform its customers that the sale of accommodation services provided on a specific date or according to a specific time frame is not subject to the provisions pertaining to the 14-day cooling off period.

2. Booking alterations

- After the 15-day period prior to arrival, no modification requests will be accepted.
- If the modification requested by the customer cannot be accepted by the campsite (no availability, no possibility, or 15-day period exceeded...), the customer must either carry out their stay under the initial booking conditions or cancel it in accordance with the cancellation terms. No postponement will be accepted for the following season
- Requests to extend the duration of stays will be dealt with subject to availability and in line with applicable prices at the time the modification is requested.
- Requests to reduce the duration of stays are deemed to be partial cancellations and will be subject to the terms and conditions which apply to cancellation and termination of stays.

3. Cancellation or unused nights due to administrative restrictions

- In the event of cancellation, interrupted stay or early departure for one of the following administrative restrictions:
  - administrative closure of the campsite;
  - closure of borders by administrative decision;
  - limitation of travel to several kilometres not allowing access to the campsite;
- A credit voucher, for an amount equivalent to the unused nights and valid for two years, will be issued by the campsite.
- If the customer refuses this voucher, they may request a refund for the corresponding amount, minus the cost of the cancellation guarantee, if applicable.

4. Cancellation by Yelloh! Village campsite

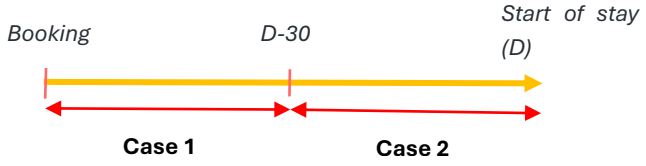
In the event of cancellation by Yelloh! Village campsite, except in the case of force majeure, payments made for the booking will be refunded in full. This cancellation shall not, however, incur the payment of damages and interest.

5. Cancellation by the camper

In the event of cancellation by the camper, the cancellation and refund terms are as follows:

- All cancellation requests must be sent in writing (mail or email). Telephone cancellations will not be accepted.
- All cancellations result in termination of the booking, and the campsite reserves the right to re-let the accommodation.

a. If campers cancel their bookings without taking out cancellation insurance.



Case 1 - Cancellation up to 31 days before start of stay.
- The campsite will retain 25% of the total cost of the stay as a cancellation fee.
- Any sumspaid, minus the cancellation fee, will be refunded.
- If the payment was made partially or entirely with a credit voucher, please refer to the specific terms stated on this voucher.

Case 2 – Cancellation between 30 days prior (D-30) and the start of the stay (D)
- The total amount paid, i.e. the total amount of the stay, will be retained by the campsite. No refund will be paid.
- If the customer does not arrive at the campsite within two days of start of their stay, and has not notified the campsite in advance by post or email, the booking will be deemed to have been cancelled by the customer. The campsite therefore reserves the right to make the accommodation available for rent again.

b. If campers cancel their bookings having taken out cancellation insurance

- The cost of taking out the cancellation guarantee must be paid in full at the time of reservation and is non-refundable in all circumstances.
- Any cancellation fees retained may be reimbursed in the cases and under the conditions provided for by the cancellation guarantee, subject to examination of the claim and the supporting documents submitted by the customer to the organisation or department responsible for processing the claim.
- If the reason for cancellation is not covered by the cancellation guarantee or if the claim is rejected under the guarantee, the General Terms and Conditions of Sale set out in Article 4-5-.a. shall continue to apply.

Article 5– YOUR STAY

1. Arrival

- Arrival days may vary depending on the Villages and the periods (please refer to the specific conditions of each Village).
- Rental accommodation: on the day of your arrival, you will be welcomed from 5 p.m. at the latest (please refer to the specific conditions of each Village).
- A security deposit may be required depending on the campsites.
- An official identity document for all participants in the stay may be requested upon arrival to comply with the applicable legal and regulatory requirements. Failure to present such document may result in refusal of access to the Village.

2. During your stay

- Only the persons expressly named in the booking contract are authorised to access the establishment and its facilities. Any person not appearing in the booking contract must obtain prior specific authorisation from the reception. Each registered guest is responsible for any disturbances or nuisances caused by persons staying with them or visiting them.
- The customer acknowledges having read the Village's internal rules, drawn up in accordance with Annex I to the Order of 17 February 2014, which are available for consultation at the campsite reception and/or on the Village's website, and undertakes to comply with them without reservation. Serious or repeated breaches of the internal rules may result in the immediate termination, without prior warning, of the accommodation contract and the immediate removal of the customers and/or all occupants of the accommodation, without any entitlement to reimbursement of the amounts paid. The same shall apply in the event of serious or repeated conduct by any participant in the stay that causes disruption or nuisance at the campsite and is detrimental to the campsite or other customers.
- It is the camper's responsibility to ensure that they have appropriate cover: the camper is responsible for the supervision of their personal belongings (bicycles, etc.). The Village declines all responsibility in the event of any incident falling within the camper's civil liability.
- The campsite shall not be held liable for property damage caused by risks inherent in an outdoor establishment, particularly damage to vehicles belonging to customers. Parking spaces allowing vehicles to be parked close to the accommodation are particularly exposed to this type of risk, despite the professional and regular pruning of trees. The customer confirms that they are aware of this risk and, accordingly, accepts it and undertakes to take all appropriate measures to protect against it, in particular by using protective covers. The campsite shall not be held liable for any physical harm or discomfort suffered by customers as a result of such natural events.
- The campsite is an outdoor establishment located in a natural environment. The occasional presence of insects and small wildlife, particularly in outdoor areas, is inherent in this type of stay and does not constitute a lack of conformity of the accommodation. Customers must comply with the rules and recommendations communicated to them, in particular by not leaving food or waste in the open air. Any abnormal presence inside an accommodation unit must be reported to reception so that our teams can intervene as quickly as possible.

3. Departure

- Departure days may vary depending on the Villages and the periods (please refer to the specific conditions of each Village)
- **Rental accommodation**: on the day of departure specified in your contract, the accommodation must be vacated before 10 a.m. The accommodation must be returned in a perfectly clean condition, and the inventory may be checked; any broken or damaged items will be at your expense, as will any necessary restoration of the premises.
- The deposit will be refunded at the end of the stay, after deduction of any sums retained, supported by invoices, for any damage noted during the departure inventory. The retention of the deposit shall not exclude additional compensation if the costs exceed its amount.
- If the accommodation has not been cleaned prior to your departure, a cleaning fee with a minimum amount of €95 including taxes will be charged.
- For any delayed departure, except where a "Late departure" option has been offered and subscribed to with the campsite, an additional day may be charged at the applicable nightly rate.

Article 6- PETS

- Pets are permitted in certain Yelloh! Village campsites (excluding dogs classified in the 1st and 2nd categories), subject to a fee payable at the time of booking. When authorised, they must be always kept on a leash. They are prohibited in the vicinity of swimming pools, in food shops and in buildings.
- Vaccination records for dogs and cats must be kept up to date.

Article 7- DISPUTES and MEDIATION

- In the event of a defect of conformity or an anomaly concerning the rental accommodation or the allocated pitch, the customer must inform the reception within a maximum period of 24 hours.
- Any complaint relating to non-compliance of the services with the contractual commitments may be notified by post or by email to the manager of the Village concerned or to Yelloh! Village.

In the event of a dispute with one of the establishments within our group, you may contact us as follows:

- by sending a registered letter with acknowledgement of receipt to the manager of the Village concerned;
- by sending a copy of this letter to Customer Service at customerservice@yellohvillage.com or by post to:
  YELLOH! VILLAGE – 496 rue des Marchands - ZA Terre de Camargue - 30220 Aigues-Mortes – FRANCE.

In accordance with the provisions of the French Consumer Code relating to the "consumer dispute mediation process", after having contacted us and failing a response that satisfies you, you may have recourse, free of charge, to a consumer mediation procedure with:

CM2C- 49 rue de Ponthieu - 75 008 PARIS 0033 1 89 47 00 14 –
litiges@cm2c.net https://www.cm2c.net/declarer-un-litige.php

Article 8- IMAGE

- You authorise Yelloh! Village, as well as any person whom Yelloh! Village may appoint in its place, to capture, record, reproduce, represent and adapt your image and, where applicable, your voice, as well as any words and sounds you may have uttered during your stay at Yelloh! Village, and to use and exploit such images, sounds, videos and recordings, in whole or in part, by any means or process and on any medium (including, without limitation, Yelloh! Village websites or Internet pages, including Facebook and Instagram, Yelloh! Village presentation and promotional materials, travel or tourist guides, digital media, audio and video media, email campaigns/newsletters, intranet, events, trade fairs, etc., whether such media are published by Yelloh! Village or by third parties).
- You also authorise Yelloh! Village, as well as any person whom Yelloh! Village may appoint in its place, to modify such images, sounds, photographs, videos and recordings in any manner whatsoever, including by retouching, enlarging or cropping them, as well as by combining them with any other document, photograph, video sequence or commentary, or by incorporating them into any publication, including with the assistance of third parties or artificial intelligence tools.
- The sole purpose of this authorisation is to promote and publicise Yelloh! Village establishments and the Yelloh! Village network. It may under no circumstances harm your reputation or be contrary to public policy or accepted standards of morality. Nor may it distort or misrepresent your image or any words or sounds you may have uttered.
- This authorisation is granted free of charge, worldwide and for a period of 10 years.

Article 9-YELLOH! VILLAGE 'S LIABILITY

- Yelloh! Village makes every effort to ensure that the information published on the Yelloh! Village website concerning the campsites is kept as up to date as possible, the presentation photographs, descriptions, activities, leisure facilities, services and opening dates. However, as this information is partly provided by partners or third parties, Yelloh! Village cannot guarantee that it is permanently accurate, up to date and complete. In this respect, Yelloh! Village is bound only by an obligation of means. For any questions, clarifications or requests for additional information, please do not hesitate to contact Yelloh! Village.

Article 10 - PERSONAL DATA PROTECTION

- The data controller is EPA EUROPE PLEIN-AIR (YELLOH! VILLAGE), a simplified joint-stock company under French law (*société par actions simplifiée*) with share capital of €650,340.00, registered with the Nîmes Trade and Companies Register (RCS) under number 432 366 839, with its registered office at 496 rue des Marchands - ZA Terre de Camargue - 30220 Aigues-Mortes, and is registered in the register of travel and accommodation operators under the following number: IM030110015.
- Yelloh! Village processes your personal data in order to manage your reservation and your stay, manage the customer relationship and, where permitted, send you information and commercial offers. Your data is also processed in order to comply with the legal and regulatory obligations applicable to tourist accommodation.
- In accordance with Regulation (EU) 2016/679 of 27 April 2016 ("GDPR") and the French Data Protection Act (*loi Informatique et Libertés*), as amended in particular by Law No. 2018-493, known as "LIL 3", of 20 June 2018 and its implementing decree, as well as Ordinance No. 2018-1225 of 12 December 2018, you have the right of access, erasure, rectification, restriction of processing, data portability and objection to the processing of your personal data.
- With regard to processing based on your consent, you have the right to withdraw your consent at any time in accordance with Article 7 of the GDPR. To do so, simply send us a request by post to the following address, stating your surname, first name and address: dpo@yellohvillage.com or 496 rue des Marchands - ZA Terre de Camargue - 30220 Aigues-Mortes. You also have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL) - 3 Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07.
- For further information about the processing of your personal data, you can consult our privacy policy by clicking on the following URL: https://www.yellohvillage.co.uk/footer/practical_information/data_protection_and_cookie_policies
  In accordance with Article L.223-2 of the French Consumer Code, telephone marketing for commercial purposes is prohibited without your prior express consent. Your telephone contact details will only be used by Yelloh! Village for the purposes of managing your reservation and your stay or, where you have not given your consent, solely in the cases and under the conditions permitted by law.