

Flower Camping Le Temps de Vivre– Terms & Conditions

These Terms & Conditions set out the rights and obligations of the parties that make up the booking contract for touring pitches and rental units at our campsite.

By booking a pitch and/or rental unit at our campsite you acknowledge that you have read and accepted these Terms & Conditions.

1/ Services – Rates

We offer touring pitches and holiday units for rent.

- Touring pitches : these are camping pitches intended for tents, caravans and motorhomes.

The price of your stay is calculated on the basis of an all-in package that covers your pitch rental and the right for two people to camp on the pitch with either **one** tent and **one** vehicle or **one** caravan and **one** additional vehicle or **one** motorhome. It also includes access to our reception facilities, toilet and shower blocks, entertainment and activities. Depending on the package you chose, it may include an electric hook-up and other options where available.

You will need to select one of the following packages:

Standard option: a touring pitch **without** electricity

Comfort option: our Standard option with an electric hook-up

The package options listed above do not include any extra charges for additional campers, additional vehicles, pets, etc. that may be added to your chosen package.

- Rental units : our rates include the rental of your chosen accommodation based on the number of people in your party (in line with the capacity of the unit in question), water, gas and electricity charges (**but not the cost of charging electric and hybrid vehicles**), parking for your vehicle and access to our reception facilities, toilet and shower blocks, entertainment and activities.

It is forbidden to connect the battery of any electric or hybrid vehicle directly to the mobile home or to the electrical terminals of the pitches (risk of fire, damage to the electrical installation of the mobile home, etc.). You will be charged €100 for any breach of this rule.

Once you have made your booking, you will be asked to pay a security deposit of 375 EUR. This deposit is payable with credit card or cash on arrival at the site and will be returned to you by post at the end of the your stay and no later than eight days after your departure. However, we reserve the right to retain all or part of this deposit in the event of damage to your accommodation and/or its contents and/or any other campsite equipment. We also reserve the right to deduct the sum of 75 EUR to cover cleaning costs if your accommodation was not cleaned before you left.

- Touring pitches and rental units : the prices indicated include VAT but do not include French tourist tax (or *taxe de séjour*).

Whether you book a touring pitch or a rental unit, extra charges will be made for additional people, additional vehicles, additional tents, pets, visitors, etc. In addition, our prices may vary in line with economic and market conditions. The agreed price payable by you is the price indicated on your booking confirmation.

Our camping applies a dynamic pricing policy. This means that our rates may go up or down over time.

Partner benefits advantages and special offers cannot be applied retrospectively to confirmed bookings whether paid for in part or in full.

As a result, different customers may pay different prices for the same holiday. Under no circumstances will customers paying a higher price be refunded the difference between the price they have paid and the special offer price.

The tourist tax, collected on behalf of the Communauté de Communes du Pays de Fénelon, is not included in the rates. The amount is determined per person per night. It is generally included in the balance of your stay and must be paid no later than the day of your arrival.

2/ Booking conditions

- General Provisions : Our campsite offer family-oriented stays, and the accommodations are specially designed for this purpose. By booking a stay at one of our campsite, you agree to use the accommodations, pitches, and/or campsite facilities peacefully and not to cause any nuisance to other clients and/or staff. For safety reasons, bookings for integration weekends or group bookings (more than 9 people) are not allowed, except with the express, prior, and written consent of the campsite. The booking of a pitch or accommodation is made strictly personally. You may not sublet or transfer your booking without the prior and express consent of the campsite.

- Bookings : you can book your stay on our website at www.temps-de-vivre.com ,or on the Flower website at www.flowercampings.com.

At the time of booking, you will be required to pay:

- a deposit of 20% of the total cost incl. VAT of your stay including the total cost incl. VAT of any additional services you have booked together with French tourist tax, where applicable;
- our holiday cancellation insurance premium if you have chosen this option.

Bookings made through the Flower Campings site and the campsite's website constitute booking requests. Following your booking request, you will receive a first email from our partner Secureholiday. This email only confirms the receipt of your request and specifies that it is being validated. The campsite reserves the right to accept or refuse any ongoing request based on its availability. A second email from our partner Secureholiday will then be sent to you to validate or refuse the booking. During this period, the displayed prices and availability are not guaranteed (see paragraph regarding the price above "Common Provisions"). In case of unavailability of the requested booking, the campsite may send you a counter-proposal via our partner Secureholiday. This automatically cancels your initial booking request. For further information, we invite you to contact the campsite directly. The booking made only has contractual value upon receipt of a written booking confirmation by

email, summarizing all information regarding your stay. The balance of the stay's price, including the inclusive price of the booked services and, if applicable, the tourist tax, must be paid no later than 30 days before the start of the stay. If the balance is not paid within the aforementioned period, the stay is considered canceled, and our cancellation conditions described below apply. Any booking made within less than 30 days before the arrival date must be paid in full at the time of booking unless more favorable conditions are communicated to you. In this case, the payment must have been effectively received and confirmed by the campsite before the arrival date. Failing proper receipt of payment before the arrival date, the booking will be considered canceled.

➤ Placing an Option : You can make an option request only by email to the campsite. No option request can be made via the Flower Campings website or the campsite's website. Our campsite accept option booking requests subject to the following conditions: - The validity period of an option is set at 10 calendar days. Upon expiration of this period, the option is deemed null and void without prior notification, and the corresponding stay may be put back on sale by the campsite without notice or reminder. Options are only valid if the booking is made at least forty (40) days before the planned arrival date. No option will be accepted for stays planned in July and August, when they concern these same periods.

➤ No cooling-off period : you should be aware that under section L. 221-28 12° of the French Consumer Code (*Code de la consommation*), there is no cooling-off period for travel-related products including accommodation, transport, hospitality and leisure services to be provided on a fixed date or for a fixed period.

➤ Maximum capacity : for safety and insurance reasons, the number of occupants on each pitch/in each unit may not exceed the stated capacity (no more than 1 to 8 people depending on the capacity of the pitch/unit in question) including infants. If it becomes apparent when you arrive that your party exceeds the maximum capacity of your pitch/unit, we reserve the right to refuse you access to the pitch/unit you have booked and we will not refund you the price of your stay.

➤ Under-18s : Minor children remain under the full responsibility of their parents and/or accompanying guardians for the duration of their stay. Flower campsites will only be able to book a stay for a minor if the child is under the responsibility of an accompanying adult or their legal representative

3/ Terms of payment

➤ Payment methods accepted : you can pay for your stay in euros using the following payment methods: cheque drawn on a French bank, French holiday vouchers, bank or credit card. However, bookings made less than 30 days prior to your arrival date must be paid for by bank or credit card.

➤ Walk-in customers : if you arrive at the campsite without booking in advance you will be required to pay for at least the first night of your stay on arrival. Our reception staff will also ask you how long you intend to stay. The balance of the price must be paid no later than the day before your departure so please make a note of our reception opening hours. No refund will be given if you leave earlier than indicated.

4/ Your stay

➤ Key Handover and Inventory Check : Your preferences for a specific pitch or accommodation at the campsite can only be met based on our campsite's availability upon your arrival. Arrival and departure times to be respected are as follows:

Arrival Times: After 2 PM for pitches and key handover available from 4 PM to 7 PM for accommodations.

Departure Times: Before 12 PM for pitches and mandatory departure inventory check between 8 AM and 10 AM for accommodations. The entry inventory checks are carried out independently. However, departure inventory checks for rental accommodations, are conducted by our teams and are mandatory. Registration must be done at the reception during your stay. Any dissatisfaction regarding the cleanliness and/or general condition of the rental must be reported in writing no later than 24 hours after arrival, to allow for remediation. No claims will be accepted more than 24 hours after the arrival day. Your accommodation and/or pitch must be returned in the same condition upon your departure; cleaning must be done by you. Otherwise, the campsite reserves the right to deduct cleaning fees from your security deposit in accordance with Article 1 of these Conditions. The reception office hours are indicated on the campsite's website or can be provided upon request (phone, email). Any late arrival should be reported as soon as possible between the day of your booking and the day before your arrival, so that the campsite can make arrangements. If you wish to arrive in the morning, you will need to book the previous night. Any delay in the arrival time must be reported to ensure the reservation is maintained.

➤ Late arrival/early departure : if you arrive later or leave earlier than the dates specified on your booking confirmation, you will still have to pay for all of your stay. You will not be able to claim a refund for any time you do not spend at the campsite.

➤ Pets : we are happy to accept dogs and cats on site with the exception of category 1 dogs (also known as 'attack dogs') and category 2 dogs (also known as 'guard and defence dogs') within the meaning of French Law No. 99-5 of 6 January 1999. Dogs must be kept on a lead at all of the campsite. Please respect the campsite by cleaning up after your pets. Animals must not be left alone in the accommodation. **Please provide for their bedding (cushions, blankets, etc.) to protect the blankets, sofas and beds which are forbidden to them.** Please respect the hygiene and the environment of the campsite. You must be able to show us the health record of each animal, including, if necessary, the passport showing proof of vaccinations, and in particular the anti-rabies vaccination, the tattoo or microchip certificate of the animal, as well as the copy of the civil liability insurance certificate.

➤ Campsite rules : throughout your stay at the campsite you must follow the campsite rules. You will find a copy of these rules on display at reception but we would be pleased to email you a copy of them if you wish.

➤ Non-availability of certain services : some of the services and facilities we offer (e.g. swimming pool,

restaurant, activities, entertainment, etc.) may not be available all year round, in particular due to weather conditions or other cases of *force majeure*, and may not operate in all seasons. They may therefore be temporarily unavailable during all or part of your stay. We will do everything we can to let you know about any works or alterations that will be carried out during your stay.

➤ Termination of the booking contract due to non-performance by you

The booking contract will be terminated automatically in case of any one of the following events:

- If you and/or another person in your party repeatedly fail to follow the campsite rules. Repeated failure means a second failure occurring after you have received an initial warning by email reminding you to follow the campsite rules. In such a case you must leave your pitch/unit accommodation within 3 hours of the termination of your booking contract as notified by email and we will not refund any part of the price of your stay.
- If you fail to arrive at the campsite within 24 hours of your arrival date/time and have not informed us when you will be arriving and the reason for the delay. We are free to rebook your pitch/unit at the end of this 24-hour period if we have been unable to contact you using the contact details you gave us when you booked your holiday. In such a case we will retain any money you have paid to us and no refund will be made.

5/ Changes to your stay

You can ask to change the dates and/or details (type of accommodation) of your stay at our campsite as long as we receive your request by email at least 21 days before your arrival date. In such a case, you must book another stay at our campsite in the same season as your original booking subject to availability and at the applicable rates. You may only change your initial booking once. If you are unable to honour your rearranged booking, your stay will be deemed cancelled and we will retain any money you have paid to us. If the price of the rearranged stay is greater than that of the initial booking, you must pay us the difference no later than 30 days before your rearranged arrival date. Failing this, the rearranged stay will be deemed cancelled and the terms of cancellation set out above will apply. If the price of the rearranged stay is lower than that of the initial booking, we will keep the difference in price as compensation for the loss suffered as a result of the change.

Furthermore, any modification of the file or reservation regarding the number and/or age of participants must be notified in writing to the campsite and prior to arrival at the campsite.

6/ Cancellation

➤ Cancellation by you

If you wish to cancel your booking, you must notify us in writing (email, registered letter with acknowledgement of receipt, etc.).

- If we receive your email/letter more than 30 days before your arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking.
- If we receive your email/letter between the 30th and the 15th day before your arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund you the balance of the price of your stay in the form of a credit note that you can use for a future stay at our campsite and which you must book for the same season as the cancelled stay or the following season. If you booked your stay less than 30 days before your arrival date, and we receive your cancellation email/letter 15 days or more before this arrival date, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund you the balance in the form of a credit note that you can use for a future stay at our campsite and which you must book for the same season as the cancelled stay or the following season.
- If we receive your email/letter less than 15 days before your arrival date, we will retain any money you have paid us.

To make sure that you are covered in case of cancellation, we strongly advise you to take out our holiday cancellation insurance at the time of booking.

➤ Cancellation by the campsite : If we are forced to cancel a booking that we have already confirmed we will inform you by email as quickly as possible. Any money you have already paid will be refunded to you in full no later than 10 days following notification cancellation.

➤ Insurance cancellation : Our prices do not include travel insurance. This remains optional and may be offered to you in the Special Conditions.

7/ Complaints – Disputes

If you have a complaint about your stay with us, you must make it to us in writing by registered letter with acknowledgement of receipt within 20 days after the end of your stay. In case of dispute, and where no amicable solution can be found within one month following receipt of your letter of complaint, you can take your complaint to a consumer ombudsman service free of charge. You must do this within one year of sending your letter of complaint.

8/ Personal data

We will collect and process certain personal data about you when you make your booking and during your stay with us. If you make your booking through our website or via www.flowercampings.com, any data collected before or during booking will be processed in accordance with a confidentiality policy and terms and conditions that you will be asked to agree to before your booking is confirmed.

We will collect the following personal data when you make a booking by telephone and during your stay with us: the full name of the person making the booking, the telephone number from which the booking is made, the email address of the person making the booking, the dates of birth of the person making the booking and the other people in their party. This data is collected and processed on the following basis : with your

consent, to fulfil the booking contract between us. Only Flower Campings (a French simplified share company with capital of EUR 92,500, company registration RCS Toulouse 492 355 508, registered address Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, France) has access to the data collected. The data collected is processed for the following purposes: to fulfil the booking contract between us, to manage any complaints you may make, to manage our customer database, for marketing campaigns carried out by us and/or Flower Campings, to manage our accounting system. The data collected is kept for the length of time required for the performance of the booking contract and for a further five years after the end of your stay unless there is a dispute ongoing at that time, in which case the data will be kept until such time as the dispute is settled. Pursuant to French data protection legislation (*Loi Informatique et Libertés n° 78-17 du 6 janvier 1978*), every individual has the following rights in respect of their personal data: the right of access, the right to rectification, the right to erasure (also known as the 'right to be forgotten'), the right to object, the right to restriction of processing and the right to data portability. Individuals may also give instructions on the way in which their personal data should be stored, erased and disclosed after their death. In addition, individuals may object to the processing of their personal data for reasons relating to their personal situation. To exercise these rights you should write (registered letter with acknowledgement of receipt) to: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA or send an email to: contact@flowercampings.com. Any individual whose data processing rights as set out above are infringed may make a complaint to the French data processing authority, the Commission nationale de l'informatique et des libertés or CNIL at <https://www.cnil.fr/>).