



SLOW VILLAGE
Biscarrosse Lac

GENERAL CONDITIONS OF SALE

0. PREAMBLE

Slow Village Biscarrosse Lac has for activity the renting of leisure accommodations in the vacation village located in Biscarrosse.

Slow Village Biscarrosse Lac ensures the marketing of the above-mentioned services through the website www.slow-village/biscarrosse-lac.

The list of the services proposed by the Seller can be consulted on the site available at the address www.slow-village/biscarrosse-lac.

The Parties agree that their relations will be governed exclusively by the present rental contract and the internal rules of the village appearing on the website mentioned above and displayed at the entrance of the village, excluding any condition.

Slow Village Biscarrosse Lac reserves the right to modify at any time the present general conditions of sale by publishing a new version on the Site. The general conditions of sale are those in force at the date of validation of the order. The Parties agree that the photos online on the site www.slow-village/biscarrosse-lac have no contractual value.

1. DEFINITIONS

The terms and expressions referred to below mean, when preceded by a capital letter, for the purposes of the interpretation and execution of the present contract:

"Rentals": all types of accommodation (Cabins, Premium Cabins, etc.) offered for rent.

"Order": a request for Services made by the Client to the Vendor.

"General Terms and Conditions of Sale": the general terms and conditions of sale which are the subject of this document.

"Contract" means this document, including its preamble and annexes, and any amendment, substitution, extension, or renewal thereof made by virtue of the agreement of the Parties.

"Price" means the unit value of a Service in euros, inclusive of all taxes.

"Total Price" means the total amount of the cumulative Prices of the Services that are the subject of the Order; this amount includes all taxes.

"Service": any service offered for sale on the Site.

"Site": the online sales site www.slow-village/biscarrosse-lac used by the Seller to market its services.

"Validation of the Order «: has the meaning given to the Article 7.

"Online Sale": marketing of the Services of the Seller via the Site.

References to Articles are references to the articles of this Agreement, unless otherwise provided.

References to the singular include the plural and vice versa.

Any reference to one gender includes the other gender.

2. PURPOSE

The purpose of this Agreement is to define the rights and obligations of the Parties in connection with the Services offered by Seller to Customer.





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It is concluded under the resolutive condition of the full payment of the price at the latest 30 days before the planned arrival of the Customer and of the effective arrival of the latter at his rental property at the latest 1 day after the planned arrival date, except in the case where the Customer has validly notified the Vendor of his delay at the latest 1 day after the planned arrival date.

3. SCOPE OF APPLICATION

These General Terms and Conditions of Sale are reserved for consumers only, as defined by law and jurisprudence, acting exclusively on their own behalf.

In accordance with Article L. 111-1 of the French Consumer Code, the essential characteristics and prices of the Services sold are available on the Site or displayed at the entrance to the village. The prices are communicable on request to any Customer.

The Professional also communicates to the consumer the information relating to his identity, his postal, telephone and electronic address and his activities.

The present General Conditions of Sale are applicable to all sales of Services by the Seller through the Site.

4. RESERVATION CONDITIONS

The reservation becomes effective only with the agreement of the Seller, after receipt of the deposit and after receipt of either the reservation contract duly completed and signed, or after acceptance of the general conditions of sale when booking online.

Reservations are only binding on the Vendor if he has accepted them, which he is free to do or to refuse, depending on availability, and in general, on any circumstances likely to affect the execution of the reservation made. The Vendor offers family-oriented stays, in the traditional sense, and the accommodations are specially designed for this purpose. The Vendor reserves the right to refuse any reservation that is contrary to this principle or that seeks to divert it.

The reservation of a rental is made on a strictly personal basis. It is forbidden to sublet or transfer a reservation without the prior consent of the Seller.

5. RENTAL

The rental accommodations are equipped. The rental package includes the number of persons (including babies) foreseen at the time of the reservation, within the limit of 8 places depending on the type of accommodation chosen.

The Vendor reserves the right to refuse access to the village to groups or families arriving with a number of participants greater than the capacity of the rented accommodation.

All accommodations are non-smoking.

6. PRICES

The prices of the rentals for the season running from April 1, 2021 to October 31, 2021 can be consulted on our website www.slow-village/biscarrosse-lac.





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The rented accommodations include kitchen and table equipment as well as bedding. Sheets and towels are not included in the basic package. The supply of electricity and water is included.

The amount of the tourist tax (per person and per day) for the year 2021 is: 0.61 €. The tourist tax is to be paid directly to the establishment, except in the case of online prepayment before the stay where this amount can be included.

The prices mentioned on the website of the establishment and partner sites are subject to change without notice and only the price indicated in the written confirmation of reservation is contractual.

Prices include the VAT applicable on the day of the reservation and any change in the VAT rate will automatically be reflected in the price indicated on the date of the invoice.

Some promotional offers are only available on the Site and are sold exclusively on the internet and in no case at the reception of Slow Village Biscarrosse Lac.

↳ Deposit

- For reservations made more than 30 days before the beginning of the stay, a deposit of 30% of the price of the amount of the services booked must be paid upon booking at the village. The balance must be paid no later than 30 days before the start date of the stay in the village.
- For reservations made less than 30 days prior to the start date of the stay, full payment must be made at the time of reservation at the village.

↳ Reservation fees

Reservation fees are applied for reservations made by telephone and amount to 30€ including VAT for each reservation.

7. ORDERING SERVICES AND STEPS TO COMPLETE THE ONLINE SALE

To complete the Order, the Customer must follow the following steps:

1. Enter the address of the Site.
2. Follow the instructions on the Web site, those required to open a customer account.
3. Fill in the order form. In case of prolonged inactivity during the connection, it is possible that the selection of the Services chosen by the Customer before this inactivity is no longer guaranteed. The Customer is then invited to restart his selection of Services from the beginning.
4. Check the elements of the Order and, if necessary, identify and correct any errors.
5. Validate the Order and the Total Price (the "Order Validation").
6. Follow the instructions of the online payment server to pay the Price by filling in the bank imprint.

The Customer shall then receive electronic confirmation of acceptance of payment for the Order without delay.

8. PAYMENT CONDITIONS

Payment of the price and any deposit by the Customer shall be made by one of the following means of payment: check, vacation check, transfer, bank card, e-card.



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The details of the client's credit card are required by the village to guarantee the reservation and the payment.

The Village may ask the client to show proof of identity to prevent credit card fraud. The transaction is immediately debited from the Customer's credit card after verification of the card's data, upon receipt of the debit authorization from the credit card issuer used by the Customer.

In accordance with Article L. 133-8 of the French Monetary and Financial Code, the payment service user may not, in principle, revoke a payment order once it has been received by the payer's payment service provider. To this end, the Customer confirms that he is the holder of the bank card to be debited and that the name on the bank card is indeed his own. The Customer communicates the sixteen digits and the expiry date of his credit card as well as, if necessary, the numbers of the visual cryptogram. If the price and any deposit cannot be debited, the Online Sale shall be immediately terminated, and the Order cancelled.

The Customer is solely responsible for his or her choice of services and their suitability for his or her needs, and the Village shall not be held liable in this respect.

9. CANCELLATION - MODIFICATION OF THE RESERVATION

Changes to the Client's reservation may be made without charge, subject to availability.

Any request for modification (dates, type of accommodation, etc.) must be confirmed in writing by the Client and is subject to acceptance by the Vendor.

If no news is received from the Client indicating a postponement of the arrival date, the accommodation may be available for sale again 24 hours after the arrival date mentioned on the contract and the Client will consequently lose the benefit of his reservation.

↳ Unused reservations

Any stay that is interrupted or shortened (late arrival, early departure) due to the Client's fault will not give rise to a refund.

↳ Cancellation by Slow Village Biscarrosse Lac

In case of cancellation due to the Seller, except in case of force majeure, the stay will be totally refunded, without any additional indemnity.

↳ Cancellation specifically because of the pandemic called Covid-19

If by any chance the village is administratively obliged not to welcome the public, the Vendor undertakes to refund the customer's stay in full.

In the case where the village is authorized to receive its customers, the Seller commits himself to refunding completely the stay of the customer, if he was in the incapacity to reach the village during the dates of his stay only, because of:

- The closing of the borders,
- The administrative limitation of travel





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10. CANCELLATION INSURANCE SUBSCRIPTION

For 2021, the insurer Gritchen proposes its cancellation insurance with new conditions integrating the problems of the COVID-19.

In addition to the traditional guarantees such as the coverage of cancellation costs, interruption of stay or medical assistance services, the new "COVID" guarantees cover the individual consequences of the epidemic.

No reimbursement will be made by the village, it is the Gritchen insurer who, after the claim has been declared within 5 days, will make the reimbursement (if the cancellation is linked to the causes described in the guarantees). A refund within 2 days is provided in case of theft. A detailed description of the general conditions of the insurance is available on our website.

11. THE STAY

↳ Arrival

The arrival for the rentals is from 16:00.

At the handing over of the keys, a deposit of 250€ including all taxes for the renting and the cleanliness will be asked to the Customer.

An inventory is available in each accommodation. Any dissatisfaction concerning the general state, or the cleanliness of the accommodation must be reported to the Vendor by the Client within 24 hours of arrival, to remedy the situation. No complaint will be accepted after this period.

↳ During the stay

It is up to the tenant to insure himself: the tenant is responsible for the surveillance of his personal objects (bicycles, etc.). The village declines all responsibility for incidents that are the responsibility of the tenant.

All clients must comply with the provisions of the internal regulations, particularly regarding the following restrictions:

- Minors must be accompanied by their legal representatives.
- Only individual gas or electric barbecues are allowed. Individual charcoal barbecues are strictly forbidden.
- Animals are allowed for a fee of 7.00€ per day. Vaccination certificates must be presented on site. Dogs of 1st and 2nd category are forbidden.

Dogs must be kept on a leash in the village.

Each tenant is responsible for the disturbances and nuisances caused by the people who stay with him or visit him. He must prove, upon request of the Vendor, the subscription of a valid civil liability

insurance.



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↳ Departure

On the day of departure indicated on the contract, the premises must be vacated before 12:00 am for rentals.

Any rental not vacated in the above conditions on the day of departure will result in the billing of an additional day at the price of the night in force.

The rentals must be returned in perfect condition, tidy. Any broken, damaged, or missing object will be charged to the Client, as well as the restoration of the premises, if this should prove necessary. In case of damage of a material nature caused by the Customer in the accommodation, the Vendor reserves the right to keep the deposit for one month, the time to make the possible repairs and to justify it to the Customer who will see his deposit withheld in whole or in part. Any damage exceeding the amount paid as a security deposit will be charged to the customer after charging the security deposit. Otherwise, in the absence of material damage caused by the Customer in the accommodation, the Vendor undertakes to return the full amount of the deposit to the Customer on the day of his departure.

The cleaning and tidying of the accommodation at the end of the stay are the responsibility of the Customer.

If the Customer benefits from a "cleaning package", he must return the accommodation in a good general state: dishes cleaned and tidied, garbage emptied, sheets and towels stacked in each room. If this is not the case, the Vendor reserves the right to charge the Customer a cleaning supplement equal to the amount of the cleaning package corresponding to the rented accommodation.

If the Customer does not benefit from the "cleaning package", the Customer is required to return the accommodation fully cleaned and tidied, ready to welcome the next customer. If the Customer has not properly cleaned the accommodation before departure, the Vendor will withhold all or part of the security deposit; he will request, with proof, additional compensation if the amount of the security deposit is not sufficient to cover the expenses necessary to restore the accommodation.

12. INTELLECTUAL PROPERTY RIGHTS

The Seller's trademark, Slow Village, as well as all trademarks, whether figurative or not, and more generally all other trademarks, illustrations, images, and logos appearing on the Goods, their accessories, and their packaging, whether registered or not, are and shall remain the exclusive property of the Seller. Any total or partial reproduction, modification or use of these trademarks, illustrations, images, and logos, for any reason and on any medium whatsoever, without the express prior consent of the Seller, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logotype and more generally any distinctive sign intended to form a composite logo. The same applies to any copyright, design, model, and patent which are the property of the Seller.

The Customer authorizes the Seller, as well as any person designated by him, to photograph, record, or film him during his stay on the Slow Village Biscarrosse Lac website and to exploit the said images, sounds, videos, and recordings on all media (on the Seller's websites or pages - including Facebook and Instagram - on the Seller's presentation and promotion media and on travel or tourist guides).

This authorization is valid for the Customer as well as for the persons staying with him. The sole





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purpose of this authorization is to promote and animate the Vendor and Slow Group's entities, and it may not in any way damage the Client's reputation. This authorization is granted free of charge, for all countries and for a period of 5 years.

13. DATA CONFIDENTIALITY

Certain information is mandatory and necessary for the processing of the Customer's request. The absence of a response to a mandatory field is likely to compromise the proper handling of the file.

The Vendor shall only process or use the Customer's data insofar as this is necessary to contact the Customer, to ensure the processing of his requests, to create and manage his user profile, to create and manage his access to online services or to carry out statistical studies.

The Customer's personal information will be kept if necessary, until the execution of the services, except if:

- The Customer exercises his right to delete his data, under the conditions described below.
- A longer retention period is permitted or required by law or regulation.

During this period, the Seller shall put in place all means to ensure the confidentiality and security of personal data, to prevent their damage, deletion, or access by unauthorized third parties.

Access to the Customer's personal data is strictly limited to the Seller's personnel and, where applicable, to its subcontractors.

Such subcontractors are subject to a confidentiality obligation and may only use the Customer's personal data in accordance with the contractual provisions of the Seller and the applicable legislation.

Apart from the cases set out above, the Seller undertakes not to sell, rent, transfer or give access to third parties to the personal data without the prior consent of the Customer, unless compelled to do so for a legitimate reason (legal obligation, fight against fraud or abuse, exercise of the rights of defense, etc.).

In accordance with the amended "Data Protection Act" of January 6, 1978 and the European Regulation No. 2016/679/EU of April 27, 2016, the Customer has the right to access, rectify, portability and deletion of its data or to limit the processing. The Customer may also, for legitimate reasons, object to the processing of data concerning him.

The Customer may, subject to the production of valid proof of identity, exercise his rights by contacting LETELLIER Raphaël - rletellier@slow-village.fr.

If the Customer does not wish/no longer wishes to receive news and solicitations from the Vendor (by telephone, SMS, postal mail, or e-mail) and invitations, he/she has the option of indicating this via the link reserved for this purpose, of modifying his/her choices by contacting the Vendor under the conditions mentioned above or, if necessary, by modifying the parameters of his/her online profile. The same applies if he/she does not wish to receive news, invitations, or promotional offers from the Seller's partners.



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For any additional information or complaint, the Customer may contact the National Commission on Technology Information and Liberties (more information on www.cnil.fr).

14. FORCE MAJEURE

Seller's performance of its obligations under this Agreement shall be suspended in the event of a force majeure event that prevents or delays performance.

Seller shall notify Customer of the occurrence of such an event within 2 days of the date of occurrence of the event.

If the suspension of the Seller's obligations continues for a period exceeding half the duration of the stay, the Customer may cancel the current Order and the Seller shall refund the Order in accordance with the conditions set forth in Article 9.

15. INDEPENDENCE OF THE PARTIES

Neither party may make any commitment in the name of and/or on behalf of the other party. Furthermore, each of the Parties shall remain solely responsible for its claims, commitments, services, products, and personnel.

16. NON-WAIVER

The failure of either Party to comply with any obligation of the other Party hereunder shall not be construed as a waiver of such obligation for the future.

17. NOTIFICATIONS

All notices to be given under this Agreement shall be deemed to have been given if sent by registered mail with return receipt requested to the following addresses.

To the Seller: Slow Village Biscarrosse Lac - 7141 Route des Lacs - Port Maguide - 40600 BISCARROSSE.

To the Customer: [Customer's address].

18. CLAIMS AND AMICABLE SETTLEMENT OF DISPUTES

According to the article L. 612-1 of the Code of the consumption "Any consumer has the right to have recourse free of charge to a mediator of the consumption in view of the amicable settlement of the dispute which opposes him to a professional. "

The disputes falling within the scope of Article L. 612-1 of the Consumer Code are the disputes defined in Article L. 611-1 of the Consumer Code, namely disputes of a contractual nature, relating to the performance of a contract of sale or supply of services, between a consumer and a professional. The text covers both national and cross-border disputes.

For any difficulty, we invite you to contact us beforehand:

Phone: 05 45 91 13 65.



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Email: contact.biscarrosselac@slow-village.fr

In the year following your request to our services, pursuant to Article R. 616-1 of the Consumer Code, you can have your request examined by a mediator whose contact details are given below, bearing in mind that a dispute can only be examined, with some exceptions, by one mediator:

CM2C

Center of the Mediation of the Consumption of Conciliators of Justice

14 rue Saint-Jean

75017 PARIS

You can, with your expenses, make you assist by a council.

19. APPLICABLE LAW

This Agreement shall be governed by French law.

Done in Angers.

28/04/2021.



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