

## GENERAL SALES CONDITIONS

In accordance with section 104 of the decree of the 15th July 1994, applied by the law of the 13th July 1992, that determines the conditions for the exercising of activities relative to the organisation and sales of journeys and stays, below is a copy of sections 95 to 103 of the afore mentioned decree.

### Section 95

With the provision that the exclusions set down in the second paragraph (a and b) of aforementioned section 14 of the law of the 13th July 1992, all offer or all sale of travel or stay services gives rise to the remittance of the appropriate documents that meet the requirements defined by the present title.

In the case a sale of air transport tickets or transport tickets on regular lines unaccompanied by services linked to these transports, the seller delivers the purchasers with one or several tickets for the entire journey issued by the transporters or under their responsibility. In the case of transport upon demand, the name and address of the transporters on whose behalf the tickets were issued must be mentioned.

Separate billing of the different elements of a same tourist forfait does not relieve the seller of the obligations that are incumbent to him by the present title.

### Section 96

Prior to the conclusion of the contract and on the basis of a written document bearing the seller's corporate name, his address and the indication of his administrative authorisation to exercise, the seller must provide the consumer with the information concerning prices, dates and other elements that constitute the services provided during the journey or the stay such as:

- 1-the destination, means, characteristics and categories of transport used;
- 2-the type of accommodation, its location, its level of comfort and its principle characteristics, its homologation and its tourist classification corresponding to the regulations or usage of the host country;

3- the meals provided

4- the description of the itinerary when the journey is a circuit

5- the administrative and health formalities to be accomplished in particular in the case where borders are crossed as well as periods for accomplishment.

6 –the visits, excursions and other services included in the forfait or eventually available at extra cost;

7- the minimum and maximum size of the group that will enable the journey or stay to occur along with, if the journey or stay is subordinate to a minimal number of participants, the end date by which the consumer will be informed in the event of the cancellation of the journey or the stay; this date cannot be set at less than twenty days before departure;

8- the amount or percentage of the price to be provided as a down payment to the conclusion of the contract along with the calendar for the payment of the remaining amount;

9- the modalities of revision of prices as set down by the contract in application of section 100 of the present decree;

10-the conditions for cancellation of a contractual type

11- the conditions for cancellation as defined in sections 101, 102 and 103 below;

12- specifications concerning the risks covered and the amounts of the guarantees subscribed for the insurance contract covering the consequences of the professional civil responsibility of travel agencies and the civil responsibilities of non-profit associations and organisations and local tourist organisations;

13- the information concerning the optional subscription to an insurance contract that covers the consequences of certain cases of cancellation or insurance for assistance covering certain specific risks, in particular the costs of repatriation in the event of accident or illness;

#### Section 97

The information previously given to the consumer is binding of the seller, unless in the former the seller expressly reserves the right to modify certain elements. The seller must, in this case, clearly indicate to which extent this modification may intervene and on which elements.

Whatever the circumstances, the modifications brought to information previously given must be notified in writing to the consumer before the conclusion of the contract.

#### Section 98

The contract concluded between the seller and the purchaser must be written and established in two copies one of which is given to the purchaser, and signed by both parties. It must include the following clauses:

1- the name and address of the seller, of his guarantor and of his insurance broker along with the name and address of the organiser

2- the travel destination or the destinations and, in the case of a fractioned stay, the different periods and their dates;

3- the means, characteristics and categories of transport used, the dates, times and places of departure and return;

4- the type of accommodation, its location, its level of comfort and its principle characteristics, its tourist classification corresponding to the regulations or usage of the host country;

5- the number of meals provided;

6- the itinerary if it is a circuit;

7- the visits, excursions or other services included in the total price of the journey and or stay

8- the total price of invoiced services along with the indication of any possible revision of this invoicing according to the provisions set down in section 100 below;

9- the indication, where relevant, of the fees or taxes afferent to certain services such as landing, debarkation, embarkation taxes of ports and airports, tourist taxes when these are not included in the price of the service(s) provided;

10- the calendar and modalities for payment of the price; whatever the case, the final payment made by the purchaser cannot be below 30% of the price of the journey or the stay and must be made upon reception of the documents that allow the journey or the stay to be completed;

11- the specific conditions requested by the purchaser and accepted by the seller;

12- the modalities by which the purchaser may refer to the seller a complaint for non-execution or poor execution of the contract, a complaint that must be notified in the briefest delay, by registered letter with acknowledgement of receipt to the seller, and noted in writing, eventually to the travel organiser and to the service providers concerned;

13- the deadline for informing the purchaser in the event of cancellation of the journey or the stay in the case where the cancellation of the journey or the stay is linked to the minimum number of participants, as according to the provisions set down in paragraph 7 of section 96 above;

14- the conditions of cancellation of a contractual nature;

15- the conditions of cancellation as according to the provisions set down in sections 101, 102 and 103 below;

16- specifications concerning the risks covered and the amounts guaranteed by the insurance contract covering the consequences of the professional civil responsibility of the seller;

17- information concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the purchaser (number of the insurance policy and the name of the insurance broker), along with those concerning the assistance contract covering certain specific risks, in particular the costs of repatriation in the event of accident or illness; in this case, the seller must provide the purchaser with a document specifying the minimum risks covered and the risks that are excluded;

18- the deadline for informing the seller in the event of the transfer of the purchaser's contract;

19- the obligation to supply in writing to the purchaser, at least ten days before the planned date of departure, the following information:

a. the name, address, tel. number of the local representative of the seller or, failing which, the names, addresses and telephone numbers of the local organisations that are able to help to urgently establish contact with the purchaser;

b. for journeys and stays of minors abroad a telephone number and an address that allow to establish direct contact with the child or the person responsible for his stay on location;

#### Section 99

The purchaser can transfer his contract to a transferee who fulfils the same conditions as himself to complete the journey or stay, as long as this contract has produced no effect. Except in the event of a more favourable stipulation for the transferor, the latter is obliged to inform the seller by registered letter with acknowledgement of receipt at the latest seven days before the beginning of the journey. When the journey is a cruise, this deadline is extended to fifteen days. This transfer is not submitted to any former authorisation from the seller.

#### Section 100

When the contract includes the express possibility to revise the price, within the limits set down in section 19 of the aforementioned law of the 13th July 1992, it must mention the precise modalities for calculation, both for an increase and for a decrease, of the variations in price, and in particular the amounts of transport expenses and afferent taxes, in situations where local currencies can have an incidence on the price of the journey and the stay, the share of the price to which this variation applies the rate of the currency(ies) retained as a reference when the price figuring in the contract was established.

#### Section 101

When before the departure of the purchaser, the seller is obliged to modify one of the essential elements of the contract such as a significant increase in price, the purchaser can without prejudgement of the appeal for repair of the damages eventually suffered, obtain an immediate reimbursement from the seller, and without penalties on the amounts paid; in the case the purchaser receives compensation that is at least equal to the penalty that he would have born if the cancellation had intervened on his behalf at the given date. The above provisions of the present section are in no way an obstacle to the conclusion of a friendly agreement whose object is the acceptance by the purchaser, of a substitute journey or stay offered by the seller.

#### Section 103

When following the departure of the purchaser, the seller is unable to provide a preponderant part of the services provisioned in the contract representing a non-negligible part of the price honoured by the purchaser, the seller must immediately make the following provisions without prejudgement of the appeal for repair of the damages eventually suffered:

- either offer services in replacement of the provisioned services by eventually bearing any extra cost and, if the services accepted by the purchaser are of lower quality, the seller must reimburse, upon his return, the difference in price;
- or, if no replacement service can be offered or if the latter are refused by the purchaser for valid reasons, supply the purchaser, with no additional cost, with transport tickets to guarantee his return in conditions that can be judged as equivalent towards the place of departure or towards another location accepted by both parties.

## SPECIFIC SALES CONDITIONS

### Brochure

The present catalogue constitutes the previous offer in the sense of sections 96 and 97 of the decree of the 15<sup>th</sup> June 1994. It is valid for a stay made between April 2008 and October 2008. Village Center, does however reserve the right to modify certain services proposed according to the conditions set down in section 97 of the decree of the 15<sup>th</sup> June 1994.

The registration for one of our stays implies knowledge and approval of the specific conditions set down in this brochure. A printing error is always possible. All of the prices and dates of stays must be confirmed by our departments at the time of reservation.

Variations in exchange rates and economic conditions can lead us to modify prices prior to signing the contract. We draw your attention to the deformation that the buildings, accommodation and swimming pools are subject to when taken with a wide angle lens. Moreover, we would like to remind you that photos of ambience and activities are not contractual. The photos of pitches, mobile homes, chalets and tents are given as examples only.

### Prices

The prices shown in the tables are in euros. The entry-level price points at the top of the pages are in euros. The payment of your stay must be made in euros.

Are not included: tourist taxes payable on location, variable according to the town, the forfeit per week or per stay for your pet, the activities offered by outside service providers, the deposit that you pay upon arrival and that will be returned to you after your stay, subject to the inventory made following your departure, services (bed linen, baby kit or bed...) or additional services (depending on the sites).

#### Bookings

All requests for bookings must be accompanied with a down payment cheque for 30% of the total cost of your stay and the entire insurance premium. The remaining sum must be paid at least 30 days before the stay with no call on our behalf, failing which we reserve the right to consider your registration to be cancelled and to apply the cancellation costs provisioned. For reservations made less than 30 days before the date of the beginning of the stay, total payment must be made at the time of the reservation.

For specific demands concerning the aspect of your accommodation or other desideratum, do not hesitate to mention it, we will always strive to give you satisfaction without contractual commitment. We can in no way be liable for the information and advice provided by the villages and resorts, or for work or planning undertaken by the towns or by private individuals.

Most of our stays include 7 nights, from Saturday to Saturday or from Sunday to Sunday (with the exception of certain camping sites). We would like to remind you that accommodation planned for rental for a determined number of occupants, can in no circumstances be occupied by a greater number of persons.

#### Baby kit

We strongly advise that you reserve this service prior to your arrival.

#### Special offers

The discounts mentioned can only be applied to the accommodation part, all other services are excluded

#### Animals

Certain of our structures accept pets for a fee that must be paid upon your arrival at the camping site. They must be kept on a lead in common areas. They are strictly forbidden near the swimming pools. We reserve the right to refuse dangerous or aggressive animals (category 1). Please bring the animals vaccination certificates.

#### Leisure activities

Information relative to activities as presented in our brochure is only mentioned as an INDICATION. These activities can be enjoyed free of charge or for an extra charge.

#### Cleaning

You must return your accommodation after having thoroughly cleaned the premises. In most of our residences, you may ask for the cleaning to be done, for a fee of 50€ to be paid on location.

#### Transfer of the contract

No transfer of contract is possible

#### Chèques-vacances

We would like to point out that the Village Center is accredited by the National agency for Chèques Vacances. We accept these cheques in payment for our services. We advice that you send them to use duly filled out by registered letter.

#### Arrivals and Departures

We would like to draw your notice to the fact that in most of our camping sites and residences, arrivals are planned for the Saturday or Sunday, between 5pm and 8pm and departures for the following Saturday or Sunday, freeing the accommodations before 10am. The accommodation or pitch must be handed back in perfectly clean condition.

#### Cancellations or changes

All modifications must be made in writing.

All cancellations must be sent by registered letter and will be taken into account on the date of reception. If your cancellation (at date of reception of letter LRAR by Village Center) arrives:  
+ than 60 days before your date of arrival: reservation expenses will be retained by Village Center between the 59th and the 30th day before your date of arrival: the deposit of 30% of the total stay + reservation expenses will be retained by Village Center  
between the 29th and the 15th day before your date of arrival: 50% of the total stay + reservation expenses will be retained by Village Center from 14 days before your arrival date  
or in the case of a no-show: 100% of the stay + reservation expenses will be retained by Village Center. All stays that are interrupted or shortened, for whichever reason, cannot be reimbursed.

#### Rules of procedure

To make your holiday life easier, rules of procedure are displayed at the reception of the camping site; kindly read them and respect them. Certain precautions can avoid possible inconveniences: close your bay windows before leaving your accommodation and lock your door. We would like to remind you that Village Center can not be held responsible should you forget any personal property inside your accommodation when you leave the premises.

#### Responsibility

We would like to inform you that, according to current regulations, rentals in camping sites and tourist residences do not enter into the framework of hotel responsibilities. Consequently, the Village Center cannot be held responsible in the event of theft or damage of personal belongings within our residences, be that in our camping sites, car parks or in common premises (bike sheds...)

#### Assistance rapatriement / assurance annulation

Our prices do not include travel insurance. This remains optional and will be offered to you upon reservation. We offer you insurance with ASSURTRAVEL that bears the cost of cancellation in the following cases:

- accidents, sickness (with the exception of pre-existing conditions) or death of the insured or the insured's spouse, cohabiting partner, ascendants or descendants.
- Serious losses, due to theft, fire or the elements, requiring the presence of the insured on the day of departure.
- Economic redundancy of the insured.

The general terms of this insurance are available on request.

#### Cost of this insurance

- 20 € per week in rented accommodation, indexed to the value of the stay.
- 20 € per week in a campsite, with a 30 day maximum.

#### Complaints

Any complaints relative to a trip or stay must be addressed by registered letter within 30 days following the stay to :

Village Center - BP 40048- 34201 Sète cedex - FRANCE



## GSC: Sun Option

How does it work:

The offer stands for any stay between July 5<sup>th</sup> and July 26<sup>th</sup> 2008, during two weeks in a row, at Village Center, we reimburse 250 €, in August, in case of pouring rain.

This offer does not work in backwards reaction and is valid for any stay at Village Center between July 5<sup>th</sup> and July 26<sup>th</sup> 2008 on the following campsites:

- [Bretagne](#) > Bois de Pleuven
- [Bretagne](#) > La Baie du Kernic
- [Landes](#) > Les Vignes
- [Landes](#) > Aurilandes
- [Landes](#) > Eurolac
- [Périgord](#) > Le Beau Rivage
- [Périgord](#) > Le Moulin de David
- [Périgord](#) > Aqua Viva
- [Gironde](#) > La Forêt
- [Gironde](#) > Le Verdalle

The reimbursement procedure is simple, you just need to send a letter to:

**Village center**  
Marketing & communication Services  
CS 80096  
34202 Sète cedex  
France

Or fill out the contact form on our website mentioning your name, the date and place of your stay.

We will reimburse you when you experienced, on your two weeks stay, more than 5 hours of rain per day (between 7.00 AM and midnight) during 5 days, this spread out on your two weeks stay.

We will base our decision on the reports of the company METEO CONSULT at the nearest and most representative weather station, of the campsite you had your stay with.