

GENERAL SALES CONDITIONS

In order to be eligible to use the services provided by Yelloh! Village Soleil Vivarais, we request that you read the following general conditions carefully. These conditions govern the sale of holidays and take effect from the moment your booking is placed. By booking a holiday, you agree to fully comply with our general conditions.

BOOKING CONDITIONS

The reservation becomes effective solely with the agreement of the Village upon receipt of the deposit.

- Yelloh! Village Soleil Vivarais is not bound by bookings unless Yelloh! Village Soleil Vivarais has accepted them. Yelloh! Village Soleil Vivarais is free to accept or refuse bookings, depending on availability and, in general, depending on any circumstances that are likely to be prejudicial to the execution of the booking made. Yelloh! Village Soleil Vivarais offers family holidays, in the traditional sense, and the accommodation has been specially designed for this purpose. Yelloh! Village Soleil Vivarais reserves the right to refuse any booking that might contravene or attempt to prevent this principle.
- Booking of camping pitches or rented accommodation is made strictly on a personal basis. Under no circumstances may you sub-let or transfer your reservation without the prior consent of the Village.
- Minors must be accompanied by their parents or legal guardians.

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.

Renting

- The rental accommodation is fully equipped. The basic package ranges from 2 to 8 places, depending on the type of accommodation and the Village.
- Yelloh! Village Soleil Vivarais campsites reserves the right to refuse access to the village to groups or families whose number exceeds the capacity of the accommodation rented.

Booking fees

- Yelloh! Village Soleil Vivarais does not charge booking fees for rental units. Booking fees may be waived for camping pitches, depending on the Villages (see the contract).

PRICES AND TOURIST TAX

- Prices shown are effective for the 2011 season. They correspond to one night and are quoted in euros, including VAT (see the first page of the price list for what is included in our prices).
- The tourist tax varies according to the local council.

CONDITIONS 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.

CANCELLATION AND ALTERATIONS

1. Booking alterations

- Alterations to your booking may be made at no cost, subject to availability in the village.
- In the absence of any notification from you regarding a change of arrival date, the accommodation will be made available for sale again 24 hours after the arrival date specified in the contract and you will consequently forfeit your booking.

2. Unused facilities

Any stay that is interrupted or cut short (late arrival, early departure) by you shall not give rise to any reimbursement.

3. Cancellation by Yelloh! Village Soleil Vivarais.

In the event of cancellation by Yelloh! Village Soleil Vivarais, except in the case of Force majeure, the stay will be reimbursed in full. This cancellation shall not however incur the payment of damages and interest.

4. Cancellation by the camper

Any cancellation of a booking should be made in writing (recorded delivery) to your Yelloh! Village. Reimbursement of sums paid shall take place after deduction of the amounts specified below.

If cancellation occurs:

- More than 30 days before the start of the holiday: the prepaid deposit shall be retained by the Village.
- Less than 30 days before the start of the holiday: the full cost of the holiday shall be retained by the Village.

YOUR STAY

1. Arrival

- Periods and days of arrival may vary according (please refer to the rates).
- Rental accommodation: on the day of your arrival in the Yelloh! Village, you may check in from 3.30 p.m., and you will be required to pay a deposit on being handed the keys to your accommodation.

2. During your stay

It is the camper's responsibility to take out insurance: the Village accepts no responsibility in the event of theft, fire, bad weather, etc. or in the event of any incident concerning the civil responsibility of the camper.

All visitors must comply with the provisions of the internal regulations.

Each named tenant is responsible for disturbances and nuisance caused by persons staying with or visiting them.

3. Departure

- Rental accommodation: on the day of departure specified in your contract, the rental accommodation must be vacated by 10 a.m. The accommodation shall be left perfectly clean and the inventory may be checked. Any breakage or damage shall be payable by you along with any repairs to the premises, if that should prove necessary. At the end of your stay, the deposit shall be refunded to you after deduction of compensation re-tained, on production of the supporting invoices, against possible damage ascertained during the departure inventory. The retention of the deposit does not preclude additional compensation in the event of the expenses being greater than the amount of the deposit.
- Rental accommodation: in the event of the accommodation not having been cleaned before your departure, a fixed cleaning charge of at least €55 including taxes shall be invoiced to you (see the prices).
- For any delayed departure, you may be charged for an additional day at the price applicable for that night.

PETS

Pets - apart from Class 1 and Class 2 dangerous dogs - are permitted for a supplement payable at the time of booking. When admitted, they must be kept on a lead at all times. They are prohibited from swimming pool areas, in food shops and in buildings. Dogs' and cats' vaccination certificates must be up-to-date.

DISPUTES

In the event of any dispute, competence is assigned to the campsite's local court.

Any potential complaint concerning non-compliance of facilities with regard to contractual obligations must be notified in writing (recorded delivery) to Yelloh! Village Soleil Vivarais within 30 days of the end of the stay.

YELLOH! VILLAGE SOLEIL VIVARAIS'S RESPONSIBILITY

The client acknowledges that Yelloh! Village Soleil Vivarais may not be held responsible for any false information supplied by its partners or by any third party that might be specified in the Yelloh! Village brochure or on its website, concerning the residential premises, and particularly its photographs, descriptions, activities, leisure activities, services and dates of operation.

All photographs and text used in the brochure or in the Yelloh! Village website do not form part of any contractual obligation. They are for information purposes only. Certain activities and facilities offered by Yelloh! Village Soleil Vivarais and specified in the brochure description may be cancelled, particularly as a result to weather conditions or for reasons of Force majeure, as defined by French law.

DATA-PROCESSING AND LIBERTIES

The information you provide us with at the time of your booking will not be transmitted to any third party. Yelloh! Village Soleil Vivarais shall treat this information as confidential. It shall be used solely by the Yelloh! Village Soleil Vivarais internal services for processing your booking and to reinforce and personalise communication and the services offered to Yelloh! Village clients concerning your centres of interest.

In accordance with the data-processing and liberties law of 6 January 1978, you have the right to access, amend and change personal data relating to you. To do this, simply write to us at the following address, stating your full name and address: SOLEIL VIVARAIS - 07120 SAMFZON

Cancellation security

Cancellation fees may be covered by cancellation policies offered by the village, for a fee of €10 including taxes per holiday for a camping pitch or for €2 including taxes per night for rental accommodation.

Should one of the following events occur before your departure:

- serious illness, serious accident or death of a member of your family,
- complications of pregnancy before the 7th month,
- extensive material damage to your own property rendering your presence absolutely necessary,
- redundancy,
- accident to or total theft of your vehicle and/or your caravan occurring on your direct way to the place of stay,
- cancellation or modification of holiday dates by the employer.

You will be refunded as follows:

- 25% of rental charge (excluding any booking and insurance fees) if the event occurs between the date of booking and the 30th day before the anticipated date of taking up the facilities.

- 100% of the rental cost (excluding any booking and insurance fees) if events occur less than 31 days prior to this date.

During your stay, if one of the above eventualities occurs, compelling you to cut short your stay, you will be refunded by the sum corresponding to the part of your stay that has not been effected and already charged for by the campsite. In case of accident: Notify the campsite in writing (recorded delivery) within 24 hours learning of any event impeding your departure, including a written proof of the accident.