

PREAMBLE

DEFINITIONS

"FRERY" refers to the FRERY company, a simplified joint stock company with a capital of 300 000 €, registered in the Châteauroux Trade and Companies Register under the number 497 576 991, whose registered office is located at 26 RUE SCHWOB 36000 CHATEAUROUX, managed by its current legal representative and operating the FRERY company campsites.

"NIGHT&DAY" is the brand name used by FRERY to designate its campsites.

"WEBSITE" refers to the internet site www.night-and-day.fr, published by the company FRERY.

"PITCHES" means the bare pitches rented for the installation of tents, caravans or motorhomes by CLIENTS at FRERY campsites.

"RENTALS" refers to all types of accommodation (chalets, canvas dwellings, mobile homes, tents...) other than PLACEMENTS, offered for rent by FRERY.

"HOLIDAYS" refers to the offer of a RENTAL or PLACE with, where applicable, additional free or paying services.

"CLIENT" means any person booking a STAY and/or any services offered by FRERY on the WEBSITE, via the reservation centre, by mail or directly at the chosen campsite.

The CUSTOMER acknowledges that he/she has the capacity to enter into a contract, i.e. that he/she has reached the age of majority and is not the subject of a protective measure, or, failing that, that he/she has the authorisation of his/her tutor or guardian if he/she is incapable.

SCOPE OF APPLICATION OF THE GVCS

The present general conditions govern by right all the sales of STAYS between the company FRERY and its CUSTOMERS, carried out on the website www.night-and-day.fr or in the NIGHT&DAY campsites. They are an integral part of any contract concluded between the campsite and its CUSTOMERS. All CLIENTS acknowledge that they have read and understood these terms and conditions before booking any HOLIDAYS (article 1126 of the French Civil Code).

In accordance with the law in force, these general terms and conditions are made available to all CLIENTS for information purposes prior to the conclusion of any contract for the sale of a STAY. They can be consulted on the www.night-and-day.fr website, and can also be obtained by sending a written request to the head office.

FRERY reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online.

If a condition is not met, it will be deemed to be governed by the practices in force in the open-air hotel sector whose companies are based in France.

FRERY makes every effort to ensure that its commercial documents, in particular prospectuses, advertisements and catalogues, are as faithful as possible to the services offered. However, it is possible that the CUSTOMER's perception of the photographic representation of the services does not correspond exactly to the services themselves. Their purpose is therefore essentially informative.

THE PRICES

The price of the HOLIDAYS is given in euros, including VAT. Tourist tax is not included in the prices.

SERVICES INCLUDED IN THE PRICE

- For a STAY on a SITE :

A pitch with facilities, access to sanitary facilities, reception and play areas; the ancillary services chosen, booking fees and any cancellation insurance.

The number of people and vehicles included is specified according to the type of SITE. Electricity may be included or extra depending on the campsite and type of PLOT. Additional people (adults or children) or additional items present on the SITE (trailer, motorbike, boat, animal, tent, additional marquee, awning, etc.) may be subject to an additional daily charge.

- For a RENTAL STAY :

Rental of the accommodation, the number of people indicated in the price list, utilities (water, gas, electricity), a vehicle, access to reception services and play areas, any additional services chosen, booking fees and any cancellation insurance.

Additional people (adults or children) or additional items present on the RENTAL pitch (trailer, motorbike, boat, animal, tent, marquee, awning, etc.) may be subject to an additional daily charge.

All these prices can be consulted on the WEBSITE.

TOURIST TAX

The tourist tax collected on behalf of the municipalities and payable is not included in our prices. The amount, determined per person per day, varies depending on the destination and may be changed during the year.

PRICE CHANGES AND PROMOTIONS

Any change or modification of the rate or any change in the taxes applicable to the stay, on the date of invoicing, may be passed on to the price of the STAY.

Prices are dynamic and may change over time

of the season, including **promotional offers** (subject to certain conditions, particularly availability).

FRERY cannot be held responsible for a difference in cost between two stays booked for the same period. No refund of the difference between the price paid by the CLIENT and the promotional price will be given.

In addition, price reductions or promotional offers cannot be combined unless otherwise stated and are not retroactive.

BOOKING AND PAYMENT

The CUSTOMER can make a reservation online or by post.

RESERVATION AND DEPOSIT

Reservations only become effective after written confirmation from the campsite and receipt of the deposit and any booking fees.

SPECIAL CONDITIONS FOR WEBSITE BOOKINGS

For reservations on the WEBSITE, in order for the order to be validated, the CUSTOMER must, after having read them in advance, accept these GTC by clicking where indicated and confirm payment.

Once a booking has been made, the CLIENT will receive confirmation by e-mail containing details of their STAY (content of services, dates and duration, price and payment terms).

Electronic signature applicable to online sales

The online provision of the customer's bank card number and the final validation of the order will constitute proof of the customer's agreement:

- payment of the sums due for the reservation,
- signature and express acceptance of all transactions carried out.

GROUP BOOKINGS :

For any group booking request, you must contact the campsite or the FRERY head office by e-mail or telephone. The contacted campsite reserves the right to study the reservation request before accepting or refusing it.

PAYMENT OF BALANCE

In addition to the deposit paid at the time of booking, the balance of the STAY must be paid within the following deadlines:

The full price of the STAY is payable **7 days before the date of arrival for RENTALS and on the day of arrival for PITCHES.**

If these sums are not paid within the aforementioned deadlines, the HOLIDAY will be considered to have been cancelled by the CLIENT and the cancellation charges set out in the article "CANCELLATION BY THE CLIENT" will apply.

METHOD OF PAYMENT

-For bookings on the WEBSITE, payment of the deposit or the total cost of the stay must be made by credit card (Carte Bleue, Visa and Eurocard/Mastercard are accepted).

-For bookings made by post, payment of the deposit or the entire STAY can be made by holiday vouchers (sent by recorded delivery with acknowledgement of receipt), by bank cheque (€) or by bank transfer up to 15 days before arrival at the campsite.

For on-site payments: the CLIENT may pay by credit card, bank cheque (€), ANCV, cash (with a legal maximum amount).

NO RIGHT OF WITHDRAWAL

In accordance with Article L.221-28 of the Consumer Code, FRERY informs its customers that the sale of accommodation services provided on a specific date, or according to a specific period, is not subject to the provisions relating to the withdrawal period of 14 days.

CANCELLATION AND CHANGE OF HOLIDAY

1 - CHANGE OF STAY

CHANGES DUE TO THE CAMPSITE

In the event that the campsite is obliged to modify the services initially planned for the STAY, except in the event of force majeure, it will make every effort to provide the following services

The CUSTOMER may either accept the modification or terminate the contract and obtain reimbursement of the sums paid, paid, under the conditions set out in article L 214-1 of the French Consumer Code.

CHANGES MADE BY THE CUSTOMER

- Customers may request a change to their STAY at the same campsite (dates, type of accommodation) by writing to the campsite (by post or e-mail), subject to availability. No postponements will be accepted for the following season. If no change is made, the customer will have to make his stay under the initial booking conditions or cancel it in accordance with the cancellation conditions.

- Any request to extend the duration of the STAY will be subject to availability and the current rates.

- Any request to reduce the duration of the STAY is considered a partial cancellation and will be subject to the following conditions

cancellation and interruption policy.

- HOLIDAYS (SITE or RENTAL) benefiting from **promotional rates or special offers** cannot be modified.

DELAYED ARRIVAL – INTERRUPTION OF STAY

If a stay is interrupted or shortened (late arrival, early departure) due to the CLIENT's fault, this will not give rise to a refund or credit note.

In the absence of a message from the CLIENT, by any means, stating that he/she has had to postpone the date of arrival, the SITE or RENTAL becomes available the morning after the date of arrival stipulated in the contract, and full payment for the services remains due.

Special conditions:

In the event of border closure, administrative closure of the campsite, restriction of travel to a number of kilometres that does not allow you to come to the campsite, etc.

Exceptionally, under these special conditions, a credit note for the amount of the nights not used will be issued for a future STAY at one of the NIGHT&DAY campsites (valid for 1 year).

If the CUSTOMER refuses this credit, he/she will be reimbursed, on request, for the corresponding amount, less the cost of cancellation insurance if this has been taken out.

2 - CANCELLATION OF THE STAY

CANCELLATION BY THE CAMPSITE

In the event of cancellation by the campsite, except in cases of force majeure, the sums paid for the reservation will be reimbursed in full. However, this cancellation cannot give rise to the payment of damages.

CANCELLATION BY THE CUSTOMER

If the CLIENT wishes to cancel his STAY, he will have to inform the campsite or the FRERY head office by registered mail with acknowledgement of receipt. If the reservation was made via the WEBSITE, the customer can also cancel his reservation via the site.

FRERY draws the CUSTOMER's attention to the fact that in the absence of cancellation under the conditions set out in this article, the CUSTOMER will be liable for payment of all sums due under the contract. Regardless of the date of cancellation, the **booking fees and any insurance taken out are non-refundable.** The date of acknowledgement of receipt of the cancellation letter will determine any cancellation charges according to the following scale.

Cancellation LOCATION :

Cancellation date	Fees withheld
From booking date to D-1	30% of the stay + administration costs
From the contracted arrival date	100% of the stay + administration costs

Cancellation RENTAL :

Cancellation date	Fees withheld
From booking date to D-8	30% of the stay + administration costs
From D-7 to the contracted arrival date	100% of the stay + administration costs

STAYS (SITE or RENTAL) benefiting from **promotional rates or special offers** are not refundable. The cost is 100% of the STAY from the date of booking to the date of arrival on the contract.

Special conditions:

- In the event of border closure, administrative closure of the campsite, restriction of travel to a number of kilometres that does not allow you to come to the campsite, etc.

Exceptionally, under these special conditions, a credit note for the amount of the nights not used will be issued for a future STAY at one of the NIGHT&DAY campsites (valid for 1 year).

If the CUSTOMER refuses this credit, he/she will be reimbursed, on request, for the corresponding amount, less the cost of cancellation insurance if this has been taken out.

- For HOLIDAYS paid for with **holiday vouchers (ANCV) :**

The amount paid in ANCV cannot be reimbursed in accordance with Article L.112-14 I. of the French Monetary and Financial Code. In this case, a non-refundable voucher valid for 1 year, to be used at a NIGHT&DAY campsite, will be issued for the amount paid in holiday vouchers, less any deposit, in accordance with the conditions indicated above.

3 - HOLIDAY CANCELLATION AND INTERRUPTION INSURANCE

The "CAMPEZ-COUVERT" holiday cancellation and interruption insurance is optional, but the CLIENT is invited to take it out when booking. The amount is a percentage of the total cost of the holiday.

This insurance contract offers the CLIENT a cancellation guarantee that enables the reimbursement of sums paid in the event of cancellation of the holiday or early departure under certain conditions (illness, accident, etc.).

Covered camping - Gritchen Affinity 27, rue Charles Durand 18000 Bourges - www.gritchen.fr.

COURSE OF THE TRIP

INTERNAL REGULATIONS

As required by law, the CLIENT must adhere to the campsite's internal regulations, which have been filed with the prefecture, displayed at reception and a copy of which can be given to the CLIENT on request.

We thank the CLIENT for taking note of them and for respecting them. In the event of non-compliance with these rules, the campsite may impose sanctions, including termination of the contract.

The holidays offered are family holidays, in the traditional sense, and the accommodation is specially designed for this purpose. FRERY reserves the right to refuse any booking which would be contrary to this principle, or which would seek to divert it.

SILENCE

Motor vehicle traffic is limited to 10km/h and is prohibited between 10.30pm and 7am (vehicle access gates are closed between these times). Everyone must respect their neighbours' right to rest.

MINORS

Minors must be accompanied by their parents or legal guardians. In certain cases, minors may be accepted on presentation of written authorisation from their parents or legal guardians, together with a copy of an identity document.

VISITORS

Visitors are under the responsibility of the receiving camper. They must be declared to the campsite reception with proof of identity during reception opening hours. A fee may be charged if the visitor has access to the campsite's services and/or facilities.

PITCH AND RENTAL CAPACITY

For safety reasons, the number of people arriving for a stay may not exceed the capacity of the SITE or RENTAL. The campsite reserves the right to refuse access to any person exceeding the planned capacity.

ANIMALS

Pets are allowed at an additional cost. The CLIENT must indicate this/these at the time of booking.

Maximum 1 pet per rental (unless otherwise stated - please refer to the campsite rules).

Pets are not allowed to roam freely and must be kept on a lead. They are not allowed in communal areas (restaurant, auditorium, bar, swimming pools).

Two conditions must be met before they can be taken in: a valid rabies vaccination and identification by tattoo or microchip. They must not be left free, or even locked up, in the absence of their owners, who are civilly responsible for them.

The CLIENT must bring the animal's health record and comply with the internal regulations of each site. Dangerous or aggressive animals (1st and 2nd category dogs prohibited) as well as "new pets" are not accepted.

Pet faeces must be collected by their owners.

PISCINE

At campsites with a swimming pool, children must be accompanied by an adult. Swimming shorts are strictly forbidden in the pool, and swimming costumes must be worn. It is strictly forbidden to drink, eat or smoke in the pool area.

The opening of the swimming pool is subject to regulations. It is up to the CLIENT to find out when it is open.

The pool may be closed without notice for health reasons. Under no circumstances will the closure of the pool entitle the CLIENT to a refund or compensation.

LOSS, THEFT, DAMAGE

FRERY draws the CUSTOMER's attention to the fact that the rental of a SITE or RENTALS on a campsite is not covered by the liability of hoteliers, as provided for in articles 1952 et seq. of the French Civil Code.

Consequently, FRERY declines any responsibility in case of theft or deterioration of personal objects both in the RENTALS and in the CLIENT's equipment on the PLACES or in the common premises. FRERY will not be held responsible in case of theft or deterioration of the CLIENT's personal objects, except in case of proven breach of FRERY's obligations. It is also reminded that car parks are not guarded and that parking is at the CLIENT's own risk. FRERY also declines any responsibility in the event of an incident falling under the civil responsibility of the CLIENT.

Each CLIENT is responsible for any disturbance or nuisance caused by persons staying with or visiting them.

ARRIVALS AND DEPARTURES

Arrivals are from 3pm and departures no later than 11am. For late departures, an additional day may be charged at the current nightly rate.

Any extension of the stay must be requested at least 24 hours before the scheduled departure date. Extensions will be accepted or refused depending on availability.

SECURITY DEPOSIT

A deposit will be requested from the CLIENT on arrival for :

-Costs incurred by the loss of keys and/or barrier badges given to the CLIENT on arrival at the site.

-Costs incurred as a result of damage caused by the CLIENT to equipment rented by the campsite (e.g. barbecue, fridge, adapter, plug, bicycle, etc.).

-All sums owed by the CLIENT to the campsite for accommodation and/or ancillary services consumed on site and not paid by the CLIENT at the time of departure.

-For RENTALS :

- Cleaning costs. **Cleaning** must be carried out before the CLIENT's departure. If the CLIENT does not wish to do this, or if the accommodation has not been cleaned before departure, the amount corresponding to the cleaning fee will be invoiced.

- Costs incurred as a result of damage caused by the CLIENT.

An inventory of fixtures will be drawn up on the tenant's arrival and a deposit by cheque will be requested. The deposit will be returned to the CLIENT at the end of the stay after the inventory of fixtures has been drawn up by both parties at the end of the rental period, less any costs incurred in restoring the property to its original state if any damage has been found. If the CLIENT is unable to attend the inventory, the deposit will be returned by post.

Withholding the deposit does not preclude additional compensation.

LEISURE ACTIVITIES

Any free or paying activity mentioned on our WEBSITE, in an email or offered on site may, in certain circumstances, be modified or cancelled on your arrival at the campsite.

ASSIGNMENT AND SUBLETTING

All bookings are by name only and may not be transferred or sublet.

APPLICABLE LAW

PERSONAL DATA

The information communicated by the CLIENT at the time of the reservation will be used by FRERY's internal services, only for the processing of the reservation and to reinforce and personalize the communication and the offer of services reserved for FRERY's clients. In accordance with the Data Protection Act of 6 January 1978, the CLIENT has a right of access, rectification, and opposition to personal data. To do so, the CUSTOMER just has to send a request by mail to the head office indicating the name, first name and address.

IMAGE

The CUSTOMER authorises FRERY, as well as any person designated by FRERY, to be photographed, recorded or filmed during his/her stay in a NIGHT&DAY campsite and to use the said images, sounds, videos and recordings on all media (in particular on the WEBSITE or FRERY- NIGHT&DAY Internet pages - including Instagram - on NIGHT&DAY presentation and promotion media and on travel or tourist guides). This authorization applies both to the CUSTOMER and to persons staying with the CUSTOMER. Its only purpose is to ensure the promotion and the animation of the establishments and the FRERY network and will not in any way harm the reputation of the CUSTOMER. This authorization is granted free of charge, for all countries and for a period of 5 years.

MAJOR FORCE

The occurrence of an event of force majeure within the meaning of article 1218 of the French Civil Code (i.e. any event beyond the control of the debtor which could not reasonably have been foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures) will result in the suspension of the parties' obligations under the contract.

The party invoking a case of force majeure shall immediately notify the other party, by any means in writing, of its occurrence, as well as of its disappearance. The parties will meet to examine the impact of the event and agree, where appropriate, the conditions under which performance of the contract may be resumed.

If the case of force majeure lasts longer than three weeks, the contract will be terminated automatically.

Any circumstances beyond the control of the parties preventing the performance of their obligations under normal conditions shall be considered as grounds for exoneration from the parties' obligations and shall result in their suspension.

Force majeure" means any irresistible event or circumstance that is external to the parties, unforeseeable, unavoidable, beyond the parties' control and which the parties are unable to prevent, despite making every reasonable effort to do so. The following are expressly considered to be cases of force majeure or fortuitous events, in addition to those usually accepted by the jurisprudence of French courts and tribunals: storms, floods, lightning, earthquakes, etc.

earthquakes, fires, breakdown of telecommunications networks or difficulties specific to external telecommunications networks

to customers blockage of means of transport or supplies, epidemic or pandemic.

PARTIAL NON VALIDATION

If one or more stipulations of these general terms and conditions are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain all their force and scope.

NON-WAIVER

The fact that one of the parties does not take advantage of a breach by the other party of any of the obligations referred to in these general terms and conditions shall not be interpreted for the future as a waiver of the obligation in question.

LANGUAGE OF THE CONTRACT

These general terms and conditions of sale are written in French. If they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

DISPUTE RESOLUTION - MEDIATION

In case of dispute between the CUSTOMER and the campsite about the validity, the interpretation, the execution or the non-execution, the modification or the cancellation of the contract, and in order to find an amicable solution, the CUSTOMER will address his complaint by registered mail with acknowledgement of receipt to the head office FRERY -26 RUE SCHWOB 36000 CHATEAUROUX or to the following address: contact@frery.eu within one month following the stay.

In the absence of a response deemed satisfactory and in accordance with article L. 612-1 of the Consumer Code and subject to article L.152-2 of the Consumer Code, the CUSTOMER has the right to submit a request for amicable resolution by mediation within a period of one year from the date of his/her written complaint.

FRERY has designated **SAS Médiation Solution** as a consumer mediation body by means of a membership registered under number 50535/VM/2212.

To refer a matter to the mediator, the consumer must formulate his request

-in writing to SAS Médiation Solution - 222 chemin de la bergerie 01800 Saint Jean de Niois / Tel. 04 82 53 93 06, or by e-mail to: contact@sasmediationsolution-conso.fr, by completing the online form entitled "Referring a matter to the Ombudsman" on the <https://www.sasmediationsolution-conso.fr> website.

Regardless of the method of referral used, the request must contain :

- The applicant's postal address, telephone number and e-mail address,
- The name, address and Sas Médiation Solution registration number of the professional concerned,
- A brief statement of the facts. The consumer should tell the mediator what he or she wants from the mediation and why,
- Copy of the prior claim,
- All documents required to process the application (purchase order, invoice, proof of payment, etc.).

If mediation fails, the CLIENT and FRERY may refer the matter to the competent French jurisdiction or to the jurisdiction of the place of habitual residence for clients habitually resident in a European Union country other than France.

APPLICABLE LAW

These general terms and conditions are governed by French law, subject to any mandatory provisions from which the parties cannot derogate.