

## **GENERAL SALES CONDITIONS – Camping Travel Club - 2018**

The present General Sales Conditions intend to define the terms and conditions in which the Kawan Group, a simplified joint-stock company with capital of €1,276,500, registered with the Montpellier RCS under number 418 679 643, headquartered at Espace Don Quixote, 547, Quai des Moulins, 34201 Sète, France, a company specialized in low-season campsite stays through its various product offerings.

Kawan Group owns the following brands: Camping Travel Club, Camping Cheque, Holiday Cheque, Camping Travel Box, Camping Travel Card Silver, and Camping Travel Gold Card filed with the National Institute of Industrial Property in France (INPI).

The Customer confirms being aware of these sale conditions before confirming the Order. Order validation implies full acceptance without limitation or qualification of these terms and conditions.

The General Conditions of Sale are valid from 1 JANUARY 2018 for all 2018 campsite stays.

Kawan reserves the right to modify at any time these terms and conditions by posting a new version online at [www.campingtravelclub.com](http://www.campingtravelclub.com).

### **SECTION 1 – DEFINITIONS**

The meaning of the following terms and expressions, when preceded by a capital letter, for the purposes of the interpretation and execution of the present are: « Low season »: The Low-season is a period predetermined by each establishment of the Camping Travel Club network. Low season dates vary depending on the campsite. They are listed on each campsite's descriptive sheet.

« Camping Travel Card Silver » and «Camping Travel Card Gold»: smart cards rechargeable with credits that allow crediting and debiting credits.

« Customer Contact Centre »: call centre for charging, reservations and information from the Seller. Customers can contact the Customer Contact Centre at the following phone number: +33(0)3 85 72 29 90

« Contract »: the present document, including its preamble, annexes and every amendments, substitutions, or extensions;

« Nightly credit »: The nightly credit is a balance for stays in any of the Camping Travel Club network establishments.

« Rental accommodation »: all of the accommodations offered for rent by the canvas network holidays.

« Camping Travel Club Network »: establishments offering, through the Seller, nightly stays on bare pitches during the low season. The list of these establishments may change during the season.

« Canvas Holidays network »: establishments offering rental accommodation stays; the list of these establishments may change during the season.

« Web site»: [www.campingtravelclub.com](http://www.campingtravelclub.com) or [www.canvasholidays.com](http://www.canvasholidays.com)

« Seller »: the Kawan Group for the charging of nightly credits and stays on bare pitches; the canvas holidays group for rental accommodation stays;

References to the singular include the plural and vice versa. Any reference to one gender includes the other.

## **SECTION 2 - CAMPING TRAVEL CLUB SERVICES**

### **2.1 Camping travel club services: Bare pitch rentals**

#### 2.1.1 Description of the Service

The rental of Bare Pitches entitles the Customer to a stay for 2 people in one of the affiliated Camping Travel Club network campsites in Europe and Morocco according to the Customer acceptance dates defined by the establishment.

#### 2.1.2 Prices

As an indication, the price of a Camping Travel Club one night stay in a Bare Pitch for 2018 is:

- Price category 1: €15
- Price category 2: €17
- Price category 3: €19

The Price for a stay in a Bare Pitch includes a standard pitch for 1 caravan + 1 car or a motorhome or 1 tent + 1 car with electricity 6A (or 5 kW/day maximum), access to hot showers, and a dog at campsites that accept them (except category 1 and 2). The Price of a stay does not include the tourist tax or the eco-tax, any additional people, electricity consumption over 5 kW/day, as well as all other services charged according to the campsite's tariffs and if applicable, the Austrian Tyrol's electricity tax.

16€ units : customers who still have 16€ units will be able to use them in all campsites offering the bare pitches formula whichever price category they are. However, neither the customer nor the campsite could pretend to a refund or to a settlement of the difference.

The units which have been purchased will be taken out first, before the one which could have been offered within a special offer.

#### 2.1.3 Reservations

Bare Pitch rentals at campsites in the Camping Travel Club network require no prior reservation. The duration of stay at the campsite is not limited.

### **2.2 Camping Travel Club services: Reduction on the Canvas Holidays network**

#### 2.2.1 Description

Camping travel club card holder's benefit from a price reduction for the all 2018 season in any establishments of the canvas holidays network. The detail of the provided services, price and minimum stay per rental accommodation appear on the canvas holidays website.

#### 2.2.2 Prices

Prices of stays are quoted in euros and are available from the Customer Contact Centre at: 03 85 72 29 90 from France and +33(0)3 85 72 29 90 from outside France or on the website: [www.campingtravelclub.com](http://www.campingtravelclub.com). Prices and tariffs are confirmed by the Seller at the time of booking.

### 2.2.3 Rental reservation

Reservation requests have to be done:

- By calling the Customer Contact Centre at:  
03 85 72 29 90 from France or +33(0)3 85 72 29 90 from outside France.

Proposed stays are available, in principle, subject to the Seller's verification with the establishment concerned, any changes will be exceptional and beyond the control of the Seller.

The rental accommodation reservations are submitted to Canvas Holidays general sales conditions available on the website [www.canvasholidays.com](http://www.canvasholidays.com)

## **SECTION 3 – RECEPTION AND CONDITIONS OF STAY**

The Customer must respect the rules of the campsite. The missing respect in observing the rules does not give right to any compensation or reimbursement. In addition, a deposit may be requested of the Customer by the establishment upon arrival. A deposit could be asked to the client by the establishment upon arrival. The amount of the deposit, and cleaning costs etc., are specific to each establishment. Information regarding such security deposits is available on the information sheets of each campsite on the website. The Customer's personal belongings are strictly his own responsibility. The Customer is required to insure against the risks in case of theft, loss, or damage that may occur during his stay. In case of force majeure or acts of God, neither the Seller nor the campsite may be held responsible for the disturbance to the Customer's stay (drought, floods, power cuts, water, gas, strikes, or construction...) By construction, we refer to roads, buildings, etc. that may occur in the vicinity of the campsite. The Seller will always try to notify the Customer of these potential nuisances if previously informed.

## **SECTION 4 - NIGHTLY CREDIT MEDIUM**

### **4.1 Paper form: voucher**

The voucher is a paper document used to prepay overnight bare Pitch stays at campsites of the Camping Travel Club Network. The unit voucher on paper consists of two parts. A first part to be completed by the Customer containing the following information: Name, Address, Postcode, City, Country, email address, and a detachable tab kept by the campsite as a receipt.

As an exception, the paper form vouchers which have expired on the 31/12/2017 will be accepted until the 31/12/2018.

The €16 paper vouchers, still in circulation, will be accepted until 31/12/2018.

### **4.2 Digital Medium**

The Camping Travel Card Silver and the Camping Travel Card Gold are rechargeable plastic smart cards which enable crediting the Customer's account in order to pay for stays on Pitches.

Before each use and under his responsibility, the cardholder must ensure the card's account has a sufficient available balance to pay for his stay in a timely manner.

Nightly credits are not assignable or transferable; they are for the use of the owner or spouse (unless specifically mentioned herein). Camping Travel Club Network affiliated campsites are obliged to refuse paper vouchers or cards presented by any person other than the cardholder or spouse.

### **4.3 Period of validity and extension procedure for nightly credits**

It is possible to extend the period of validity of the nightly credits on a «Camping Travel Card Silver». This extension can only occur once during the nightly credits' period of validity and concerns only the nightly credit obtained before the 1<sup>st</sup> of January 2018.

From 1 January 2018 until 30 April 2018 inclusive, nightly credits issued in 2016 whose validity date expires on 31 December 2017 will be extended for one calendar year. Beyond 30 April 2018, extensions are no longer possible.

- For nightly credit extension requests on a Camping Travel Card Silver, the holder must:
  - Make the request online by connecting to his account at:  
[www.campingtravelclub.com](http://www.campingtravelclub.com) and click on "extend the validity of my credit"  
Extension fees are paid online with a credit card.
  - Or by phone at: 03 85 72 29 90 from France or + 33(0)3 85 72 29 90 from outside France  
Extension fees are paid with a credit card.
  - Or by email at: [contact@campingtravelclub.com](mailto:contact@campingtravelclub.com) (Extension fees are paid with a credit card)

Upon receipt of the request within the proper delay, along with payment of the €15 extension fee, the Customer's nightly credit will be extended for one calendar year.

If the nightly credits or the vouchers are not used during their period of validity, the Customer may not claim a refund or compensation of any kind.

## **SECTION 5 – CAMPING TRAVEL CARDS AND LOYALTY PROGRAM**

### **5.1 Camping Travel Card – Silver and Gold**

The nightly credit can be used during 2 years from the date obtained.

From the 01/01/2018, the nightly credit however it was purchased cannot be extended.

### **5.2 Conversion of loyalty points of the camping travel card – Gold**

In 2018, there is no longer any loyalty program.

However the conversion of the loyalty points gained before the 31/12/2017 is possible within those conditions:

- 46 loyalty points = a €15 nightly credit offered
- 53 loyalty points = a €17 nightly credit
- 59 loyalty points = a €19 nightly credit

The nightly credit obtained due to a conversion of loyalty points can be used during 2 years and cannot be extended.

Loyalty points are annually reset to zero on their anniversary date in the event the Customer has not purchased or used them during the previous 12 months. These points cannot be transferred or exchanged for cash.

## **SECTION 6 - PROCEDURE FOR REFUNDING DIGITAL NIGHTLY CREDITS**

Valid nightly credits purchased by the Customer (excluding promotional offer purchases) may be refunded, less a 25% processing fee of the total amount of the originally purchased credits.

The only grounds for reimbursement accepted by the Seller are:

1. The death of the «Camping Travel Card» holder or spouse. The refund request must be accompanied by the holder's death certificate or that of the spouse.
2. The medically certified invalidity of the «Camping Travel Card» holder preventing him from staying in one of the Camping Travel Club Network campsites. The refund request must be accompanied by a disability medical certificate justifying the inability of staying in one of the Camping Travel Club Network of campsites.

All supporting documents justifying the reimbursement request, such as the death certificate or medical disability certificate, must be conveyed within six months from the date of death or from the invalidity declaration. Without which, no refund can be made.

## **SECTION 7 - IN CASE OF LOSS OR THEFT OF THE PAPER VOUCHERS OR THE CAMPING TRAVEL CARD SILVER AND GOLD**

Paper vouchers are not exchangeable or refundable if lost or stolen.

In case of loss or theft of a «Camping Travel Card», the holder must immediately contact the Customer Contact Centre at +33(0)3 85 72 29 90 from anywhere in Europe (price of a normal call from abroad) and 03 85 72 29 90 from France (Monday to Friday from 9am to 13pm) or by e mail at [contact@campingtravelclub.com](mailto:contact@campingtravelclub.com) to place an opposition on the card. Once opposition has been made, the holder will be refund of the amount of the nightly credit registered on the card at the time of its opposition. The reimbursement will be made to the customer's bank account.

## **SECTION 8 - CAMPING TRAVEL CLUB PRODUCT PAYMENT CONDITIONS**

Paying the extension of the period of validity of the nightly credit by the Customer is carried out via one of the following payment methods: cheque (from France), credit card, e-banking card or bank transfer.

The payment of the charging by the customer is carried out by credit card.

If paying by credit card, the Customer's card is immediately debited after verification, and upon receipt of the debit authorization from the card's issuer.

The commitment to pay, provided by means of a payment card, is irrevocable. By providing information related to the credit card, the Customer authorizes the Seller to debit his credit card for the amount corresponding to the All-inclusive Price.

To this end, the Customer confirms that he is the owner of the debited credit card and that the name on the credit card is actually his own. The Customer communicates his card number, the expiration date, and, where appropriate, the numbers of the security code. The Seller will take every means to ensure the confidentiality and security of the data transmitted on the Website [www.campingtravelclub.com](http://www.campingtravelclub.com)

## **SECTION 9 - RIGHT OF WITHDRAWAL**

Pursuant to the provisions of Article L. 121-21-8 12° of the Consumer Code, the Products on the Website proposed by the Seller are not subject to the right of withdrawal provided in Articles L 121-21 et seq. of the Consumer Code for remote sales.

Consequently, the Products ordered on the Website are exclusively subject to the cancellation and modification terms provided in these General Sales Conditions and the user may not invoke a right of withdrawal.

## **SECTION 10 - CLAIMS**

The Customer must address any claims to Customer Contact Centre along with the reference and date of the order:

- By email: [contact@campingtravelclub.com](mailto:contact@campingtravelclub.com)
- By mail to: Customer Contact Centre Camping Travel Club, Kawan Group, 3 rue du Suroit, Zone des Alleux CS 81010 22101 DINAN Cedex–France

After failing to obtain a satisfactory response from the Customer Contact Centre within a reasonable time, the Customer may file a complaint to the consumer Ombudsman within a maximum delay of one year from the date of the initial complaint sent by registered mail with acknowledgement of receipt. The Company's Ombudsman is the MEDICYS Association - Centre for Mediation and Amicable settlement by judicial officers. Any mediation request must be made electronically at [www.medicys.fr](http://www.medicys.fr), or by post to MEDICYS, 73 Boulevard de Clichy - 75009 Paris, France

## **SECTION 11 - INTELLECTUAL PROPERTY RIGHTS**

The Seller's brands, illustrations, images and logos appearing on his Products, accessories and packaging, whether registered or not, are and remain the exclusive property of the Seller. Any total or partial reproduction, modification or use of the brands, illustrations, images, logos and elements for any reason and on any medium whatsoever, without the Seller's express prior consent is strictly prohibited. The same goes for any combination or conjunction with any other mark, symbol, logo and more generally any distinctive sign intended to form a composite logo. The same goes for any copyright, drawing, model, and patent owned by Seller.

## **SECTION 12 - DATA CONFIDENTIALITY**

The information requested from the Customer is required to process the Order.

In the event the Customer agrees to disclose his personal data, he has an individual right of access, withdrawal and rectification of this data in accordance with Act 78-17 of 6 January 1978 relating to computers, files and freedoms. The customer must send a written request to the following address:

- Be email: [contact@campingtravelclub.com](mailto:contact@campingtravelclub.com)
- By mail to: Customer Contact Centre Camping Travel Club, Kawan Group, 3 rue du Suroit, Zone des Alleux – CS 81010 22101 DINAN Cedex–France

When creating his account on the Website, the Customer will be able to choose whether to receive offers from the Seller and his partners.

The Website [www.campingtravelclub.com](http://www.campingtravelclub.com) is listed with the French Data Protection Authority (CNIL) under number 1410011.

## **SECTION 13 - COOKIES**

The Customer is informed that the Website uses Cookies designed to be used only by the Seller. At each connection to the Website, Cookies allow recording the following information: the type and version of the Customer's browser, the date and time of visit, the history and content of Orders, including those not finalized.

Thus, upon future connections, the Customer does not need to enter certain information again.

To enjoy the full functionality of the Website, it is best if the Customer allows his Internet browser (e.g. Internet Explorer, Mozilla Firefox, Safari, etc.) to accept Cookies.

However, the Customer is allowed to object to the recording of these Cookies. Indeed, most browsers allow configuring one's Internet Options, security level, or preferences to refuse or disable Cookies, or to receive a message indicating that Cookies are being used.

## **SECTION 14 - FORCE MAJEURE**

The Seller's obligations under this Agreement shall be suspended upon the occurrence of a fortuitous event or force majeure that would impede or delay their execution.

The Seller will notify the Customer of the occurrence of such a fortuitous event or force majeure within 15 days from the occurrence date.

If the Seller's obligations continue to be suspended for a period exceeding 30 days, the Customer may terminate the current Order and the Seller then will refund the Order under the conditions specified above.

## **SECTION 15 - REVOCATION OF A CLAUSE OF THE GENERAL SALES CONDITIONS**

If any provision of these terms of sale is revoked, this shall not result in the revocation of the other provisions of the General Sales Conditions, which shall remain in force between the Parties.

## **SECTION 16: GOVERNING LAW**

These General Sales Conditions are governed by French law.