

GENERAL TERMS AND CONDITIONS OF SERVICE FOR THE LAKE EGUZON OUTDOOR ACTIVITIES CENTRE AS MANAGED BY THE DISTRICT COUNCIL OF EGUZON ARGENTON VALLÉE DE LA CREUSE (23/01/2023)

Our general terms and conditions for the provision of services (hereafter referred to as GTCS) apply within the national framework of regulations in force and, in particular, book II, 1st title of the code relating to Tourism. The reservation of a night, a meal, or a package with or without activities implies acceptance by the client of all provisions of the GTCS listed hereafter. The *Communauté de Communes d'Eguzon Argenton Vallée de la Creuse* (hereafter referred to as CDC) via the outdoor activities centre Lac Eguzon (here named BPA) reserves the right to modify its GTCS at any time. In this case, the conditions applicable will be those in force on the reservation date of the package/night/activity.

The present GTCS are sent to the customer with the quote and/or the contract of stay, and the acceptance of one of these documents by the customer implies acceptance of the present GTCS.

In the event that they differ, any provisions included in the quotation or contract shall prevail over the GTCS.

The terms and conditions can also be consulted and downloaded from the website: www.bpa-laceguzon.fr at the bottom of the page.

ARTICLE 1. GENERAL PROVISIONS

The reservation of a night and/or package with or without activities at the outdoor activities centre Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON, implies acceptance, without reserve, of the provisions of our general terms and conditions of service (GTCS).

ARTICLE 2. RESERVATION

2.1 Reservation of lodgings

Reservation for stays can be made either by mail to **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, by email to contact@bpa-laceguzon.fr, or by phone on **0254474613** and must indicate the dates of stay, the precise number of students, the chosen catering options, and, if applicable, the chosen activities.

After a phone call or a written request, a quotation and a contract will be forwarded by the BPA. These documents will include a list of the different elements of the package as well as the agreed financial conditions.

Reservations will only be confirmed upon receipt of a deposit corresponding to **25% of the price of the stay** (cheques should be made out to "*Régie Base de plein air Eguzon*"), and a **copy of the signed and dated** contract, (customers should also note "*bon pour accord*") within one month following receipt of the contract offer.

If the date of the stay is less than one month from the reservation date, the contract must be signed within 48 hours.

If the contract and deposit are not received within this time the contract is considered null and void and the reserved dates become available for reservation.

Once the contract is signed and the deposit paid, any cancellation will result in loss of the deposit.

2.2 Reservation of activities

Reservation of sports activities (supervised group activities, events, or private lessons) can be made either by mail to **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, by email to contact@bpa-laceguzon.fr, or by phone on **0254474613** and must indicate the activities chosen, the dates and duration of the activities and the precise number of people.

After a phone call or written request, a quote will be sent by BPA. It will include a list of the different elements of service as well as the financial conditions granted.

Reservations will only be confirmed upon receipt of a **copy of the signed and dated** quotation, (customers should also note "*bon pour accord*") within 15 days following receipt of the quotation. Once dated and signed, it serves as a contract between BPA and the client.

If the date of the service is less than 15 days from the reservation date, the estimate must be signed within 48 hours.

If the contract is not received within this period, the quotation is considered null and void and the reserved places are offered for sale again.

Once the quote is signed, the full cost for the reserved activities is due, even in case of cancellation (see article 10 - Cancellation).

The client must be present on the specified day, time and place agreed in the contract.

ARTICLE 3. RETRACTATION

The right of withdrawal of 14 days does not apply to the services of accommodation, transport, catering, leisure (ticketing, guided tours ...) which are provided on a date or at a time determined under Article L121-21-8, 12 ° of the Consumer Code.

ARTICLE 4. PAYMENT

4.1 Price

All prices are in Euros. Unless otherwise stipulated in the service description confirmed in the contract, the following are not included in the price: personal expenses, insurance, and any other optional services not included in the description of service.

4.2 Method of payment

The BPA only accepts payment, only in Euros: in cash, by cheque upon presentation of an ID, by credit card, by ANCV *chèques vacances*, by bank transfer or by administrative mandates. CAF vouchers are also accepted for payment of activities.

For *chèques vacances* and CAF vouchers, payment is possible either in part or in full, but no change will be given for either.

Deposits must be paid by cheque (made out to "Régie Base de plein air Eguzon"), bank transfer, cash, or credit card.

4.3 Payment procedure - holiday lets

All reservations are subject to payment of the totality of the service or of a deposit 30 days before the start of the stay. The deposit, corresponding to 25% of the total cost of the package, must be paid when booking. Cheques should be made out to "Régie Base de plein air Eguzon". The balance must be paid at the beginning of the stay, upon presentation of a summary invoice detailing the total cost of the stay.

For reservations where a deposit and balance are paid within **30 days** of the beginning of the stay, the total amount of the stay must be paid on reservation.

4.4 Payment Procedure - Activities

Payment of activities, if as part of a package, is subject to the same payment conditions and must be paid with the rest of the package (see article 4.3 of these GTCS).

If the activities are booked independently of a package, they must be paid on the day of the activity before the activity starts.

4.5 Supplements

Any additional consumption and services not mentioned in the contract must be paid for at the end of the stay or activity at the Lac Eguzon outdoor activities centre.

4.6 Tourist tax

The municipal tourist tax is a local tax that the customer must pay to the BPA, which is then forwarded to the relevant authorities. This applies only to adults and is mentioned and included in the letting contract.

ARTICLE 5. PACKAGES

5.1 Arrival

The client must arrive on the day and time specified in the service contract, and failing that, between 9am and 5pm. In the case of late or delayed arrival, the customer must inform the Lac Eguzon outdoor activities centre more than 48 hours in advance.

Any delay without notice to BPA will result in the reservation being cancelled. No refunds will be given. Any later arrival or earlier departure than initially agreed is considered as a cancellation of the concerned period of stay and does not, under any circumstances, give rise to any refund.

5.2 Length of stay

Clients who sign a contract with BPA for a fixed period are not entitled, under any circumstances, to remain on the premises after the end of the agreed period.

5.3 Contents of the stay

Refer to elements mentioned in the contract.

ARTICLE 6. ACTIVITIES

6.1 Arrival

The client must arrive on the day and time specified in the contract. In the case of late or delayed arrival, the client must inform the BPA more than 48 hours in advance.

Any delay without notice to the BPA will result in cancellation of the reservation. No refunds will be given. Any later arrival or earlier departure than initially agreed is considered as a cancellation of the concerned activity and does not, under any circumstances, give rise to any refund.

6.2 Content of the service (refer to the contract)

Activities offered are sailing, windsurfing, paddle-boating, canoeing, mountain biking, electric mountain biking, archery, rock climbing, pedaling, Nordic walking and orienteering. This list is not exhaustive.

Services may include supervised sporting activities, training courses, private lessons, equipment rental or specific sports events.

All activities (except for rentals) are only available by reservation and prior registration.

Supervised sporting activities:

Unless otherwise specified, the minimum group size for supervised activities is 8 and the maximum is 12. Beyond this threshold, the presence of a 2nd instructor is mandatory.
The duration of an activity for a group of 8 to 12 people is 2 hours.

Training courses:

Unless otherwise specified, the minimum group size for courses is 8 and the maximum is 12. Beyond this threshold, the presence of a 2nd instructor is mandatory.
The duration of the course is 2 hours per day, for 5 days (Monday to Friday).

Private lessons:

Unless otherwise stated, the minimum group size for private lessons is 1 and the maximum is 3. Beyond this threshold, the session will be considered a supervised group activity, not a private lesson. The duration of a private lesson is 1 hour.

One-off sporting events:

The conditions are defined according to the event and for the event and will be determined and communicated at the time of the event in question.

For groups of minors, it is mandatory that group leaders are present and participate in the entire activity.

Each participant must comply with the instructions and safety rules, exercise caution, be aware of traffic / navigation and follow the advice of the instructor throughout the activity. Parents or guardians, and teachers, in charge of the group, (or the instructor if necessary) are fully responsible for minors. As the activities are physical, participants must be equipped with suitable shoes and clothes taking into account the activity and weather conditions.

Concerning the organization of training courses or specific sporting events, the BPA may occasionally be forced to cancel an activity if the minimum number of participants is not reached or due to unfavorable weather conditions. This decision will be communicated to the client according to the terms of article 10.2 of the GTCS.

ARTICLE 7. CURRENT RATES

The rates in force are those mentioned on the quotation and/or contract. They are only applicable for the current year. Rates are re-evaluated annually, based on inflation and the cost of living, and are subject to change from year to year.

ARTICLE 8. COMMITMENT TO RESPECT THE PREMISES DURING THE STAY **8.1 Respect and maintenance of the premises.**

The client will take possession of the premises and its fixtures and fittings in good working order and cleanliness. They undertake to use them exclusively for the activities for which the rental was granted. The client is obliged to keep the premises in the same condition as they were found (fixtures and fittings).

The cost for any repairs caused by material damage will be charged to the client.

The client shall inform the BPA immediately of any incident potentially resulting in deterioration of the rented fixtures and fittings, even if damage is not immediately apparent.

Furthermore, the client is required to ensure that neither they nor the persons accompanying them behave in a way that may disturb the peace of the neighborhood.

Animals are not allowed in the BPA.

8.2 Sauna and multipurpose area

The use of the Sauna and the multipurpose area is possible on request and conditional on respect of the instructions of use and safety regulations (available on request or on site). Access and use of this area is strictly reserved for BPA customers. Children under 16 years of age are not allowed in the multipurpose area or sauna. Minors must be accompanied by an adult. Parents or guardians, and teachers, in charge of the group, (or the instructor if necessary) are fully responsible for minors. The BPA declines all responsibility in case of accident. Pregnant women and people with cardiovascular conditions are not permitted to use the multipurpose area or sauna. Please respect the space and leave it as clean as you find it. Any breach of hygiene or damage may result in loss of deposit and potentially additional cost, depending on the extent of the damage.

Towels are mandatory and not provided by the BPA.

The instructions for use and safety, available on request or on site, must be applied and respected. The BPA is not responsible for any failure to comply with these instructions and the consequences thereof.

8.3 Conference room

The use of the conference room and its audio and video equipment is available upon prior request.

Please respect the premises and leave the space as you found it on arrival. Please respect equipment and notify the office if you have any technical problems. Eating or organizing meals in the conference room is prohibited. It is also forbidden to climb on the provided tables or chairs.

Any material damage will result in the loss of deposit and potentially additional cost depending on the extent of the damage.

8.4 Deposit

For any stay in the BPA, a deposit of 500€ by cheque made out to "*Régie Base de plein air Eguzon*" is required upon arrival.

The deposit is returned a few days after the end of the stay. However, if damage is found to any part of the establishment or equipment (including conference room, multipurpose room, sauna etc.) an additional charge will apply.

8.5 Delay / overtime

When a service specifies a precise start time or place, if the client is delayed, they must alert the BPA by telephone as quickly as possible on 0254474613 from 9 am to 12 am and 2 to 5 pm. Services not used due to this delay will remain payable and will not give rise to any refund.

ARTICLE 9. MODIFICATION

All modifications must be made in writing, either by mail to the **base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, or by email to **contact@bpa-laceguzon.fr**, and will only take effect upon receipt of an email from the base de plein air Lac Eguzon confirming that modifications have been agreed by both parties.

9.1 Modification of the stay

Following signature, the contract, any change in the number of residents must be approved by the BPA at least 15 days before the date of the let and may result in additional charges.

In the event that the BPA modifies the let or essential elements thereof, before it begins, the client may, within 7 days of being alerted :

- Either terminate the reservation, in which case the deposit will be returned in full.
- Or agree to participate in the modified stay by signing an amendment to the contract, specifying the changes made and the reduction or increase in price that they entail.

The contract concluded between the two parties (the BPA and client) should in no case benefit, even partially, a third party except with the written agreement of the BPA.

Any breach of the afore mentioned condition may result in immediate termination of the rental to the detriment of the client, with proceeds of the rental being retained permanently by the BPA.

9.2 Modification of an activity

After signature of the quotation, any change in the schedule, activities or number of participants must be agreed upon by the BPA, no less than 15 days before the date of the service, subject to the BPA's availability, and may result in additional billing.

In the event that the BPA modifies the activity or essential elements thereof, before it begins, the client may, within 7 days of being alerted:

- Either terminate the reservation, in which case the deposit will be returned in full.
- Or agree to participate in the modified activity by signing an amendment to the contract, specifying the changes made and the reduction or increase in price that they entail.

In case of bad weather conditions preventing the practice of the chosen activity, the BPA will propose an alternative activity to the customer. If this is not acceptable for the client, any payment already made will be returned but no compensation will be given.

Finally, concerning training courses or occasional sporting events subject to obligatory reservation, the BPA reserves the right to modify the proposed activity according to the number of registered persons, while ensuring the activity corresponds as much as possible to expectations of the two parties.

ARTICLE 10. CANCELLATION

10.1 Cancellation by client

10.1.1 Cancellation of packages

In accordance with article L. 211-14, I of the Tourism Code, the client may cancel a contract at any time before the start of their stay, provided that the following procedure and conditions for reimbursement are respected: In the case of total cancellation by the client (except for reasons of force majeure mentioned in article 10.3):

- 30 days or less before the date of their stay, the client is required to pay 100% of the total amount of the service.
- More than one month before the date of the stay, the total amount of the service will not be due and will be refunded if it has already been paid. The deposit will however be retained by the BPA.

Any partial or total cancellation must be notified in writing, either by mail to **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, or by email to **contact@bpa-laceguzon.fr**.

In the case of a no-show on the arrival date, the total amount of the stay remains due, and no refund will be made. If the client chose to terminate their stay before the agreed time, no refund will be made.

After signature of the contract, any change in the number of staff must be agreed upon with the BPA and may result in additional billing.

10.1.2 Cancellation of activities

Sports activities are booked for firm dates.

In the case of cancellation by the client less than 48 hours before the beginning of the activity the client is required to pay 100% of the total amount agreed in the contract.

10.2 Cancellation by the BPA

10.2.1 Accommodation / Packages

The BPA will return the full contracted amount to the client.

10.2.2 Activities

In the event that the BPA is forced to cancel a planned activity, due to bad weather conditions preventing the practice of the chosen activity, or for any other reason, another equivalent activity will be offered. If this is not acceptable, a refund is not possible. However, a credit note equal to that of the activity will be given to the customer and no compensation will be due.

For activities, training courses and sporting events proposed on preliminary registration, the Lac Eguzon outdoor activities centre may cancel the contract, and propose an equivalent activity or credit note, without any additional compensation, if:

1. The number of persons registered for the sports activity, training course or event is lower than the minimum number indicated in the contract and/or at the time of the event, and the BPA notifies the client within the time limit fixed by the contract, at the latest 48 hours before the beginning of the activity it is due to last fewer than 2 days. However, all costs incurred by the client remain at their own expense.

2. In case of force majeure

If the BPA cancels the service before the start of the service, the client will be reimbursed the amount they paid without penalty, without prejudicing any claims for damages. These provisions do not apply when an amicable agreement has been reached between the client and the BPA for a substitute service proposed by the centre.

Finally, concerning training courses or occasional sporting events, subject to obligatory reservation, the BPA reserves the right to modify the proposed activity according to the number of registered participants, while ensuring the activity corresponds as much as possible to the expectations of all parties.

10.3 Force majeure

The client and the "Base de plein air Lac Eguzon" have the right to cancel the contract before the beginning of the service without paying any cancellation fees when a cancellation or a modification is imposed by a case of force majeure, such as - as an indication but not limited to - the occurrence of a natural disaster, an armed conflict, a labor dispute, an injunction by public authorities, a disruption of transport, an operating accident, strikes, cuts to the electricity or gas supply, failure of the heating system etc. - i.e. the occurrence of an unforeseeable event, independent of the will of either party which is impossible to avoid despite best efforts.

The party invoking force majeure, related to an event mentioned above, must notify the other party, as quickly as possible, by any means in a clear, understandable and apparent manner via a durable medium. The parties may confer, to any extent possible prior to the start of the service agreement, to consider in good faith whether the contract should continue or be terminated. The party affected by non-performance of the obligation prevented by the event in question shall have the right to cancel the service without notice. In application of article 1148 of the Civil Code, no damages or interest will be paid.

10.3b Force majeure - Pandemics

The client and the Base de Plein Air Lac Eguzon have the right to cancel the contract before the beginning of the service without paying a cancellation fee when a cancellation or modification is imposed by a case of force majeure, such as governmental decisions taken in the context of the management of the health crisis related to pandemic (prohibition of the practice of individual or group sports indoors or outdoors, confinement, limitation of travel, curfew...).

If these decisions affect the possibility of carrying out the proposed services or the possibility of travel for the service providers or travelers, the service may be cancelled without notice. The client will be reimbursed immediately without penalty, and, in application of article 1148 of the Civil Code, no damages or interest will be paid.

ARTICLE 11. INSURANCE

11.1 Theft, damage and liability:

The BPA cannot be held responsible for any theft or damage to personal belongings inside or outside of the buildings, whether it be during a stay or during activities. It is not recommended to bring valuables or large sums of money to the centre.

The BPA is the sole interlocutor of the client and is responsible to the client for the execution of the services ordered and the obligations arising from these general terms and conditions of service. It is fully responsible for the performance of the contracted services, regardless of whether these services are performed by itself or by third-party service providers and is obliged to provide assistance to any client in difficulty.

The BPA shall not be held responsible for booking errors attributable to the client or caused by exceptional and unavoidable circumstances, for the total or partial non-performance of the services ordered in a case of force majeure as defined in article 10.3 and 10.3b of these GTCS, for the act of a third party, for the improper performance of its obligations by the client, or through the fault of the client.

The client shall inform the BPA, as soon as possible in the event of any non-conformity found in the performance of a service included in the contract.

If any service mentioned in the contract is not performed in accordance with the contract, the centre shall remedy the non-compliance, unless this is impossible or would result in disproportionate costs, taking into account the significance of the non-compliance and the value of the services concerned. If the BPA does not remedy the non-compliance within a reasonable period set by the client, the client may remedy the non-compliance itself and claim reimbursement of any necessary expenses.

11.2 Civil liability

The Lac Eguzon outdoor activities centre is a service attached to the Communes d'Eguzon, d'Argenton et de la Vallée de la Creuse. The latter has subscribed to a **Professional Civil Liability insurance (n°57531J)** for the Eguzon outdoor activities centre with **SMACL insurers** whose **head office is located at 141 avenue Salvador Allende CS 20000 79031 Niort cedex 9**. The client is responsible for all damages caused by their own actions. They are invited to take out their own insurance policy.

11.3 Insurance

The client is responsible for all damages caused by their own actions. They must be insured by contract for various risks.

At the time of reservation, the BPA does not undertake to offer a comprehensive cancellation or multi-risk insurance. It therefore invites the client to ensure that they benefit from these guarantees with the insurer of their choice, who should be contacted directly in the event of a claim, in order to initiate the appropriate procedure.

11.4 Litigations

The present GTCS are subject to French law.

Any complaint relating to a package, activity or service mentioned in the contract must be addressed to the CDC via the BPA by email to **contact@bpa-laceguzon.fr** or by registered delivery with acknowledgement of receipt to **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, within 15 days from the end date of the stay or the service provided.

The BPA will inform the appropriate department of the CDC. In the absence of a satisfactory response from this service within 60 days or if the response received is not satisfactory, the client may appeal to the Tourism and Travel Ombudsman (via www.mtv.travel). Any dispute that cannot be settled amicably will be settled exclusively by the Châteauroux TGI for professional customers, or by the competent court of Châteauroux or of their place of residence for private individuals.

ARTICLE 12 - PERSONAL DATA PROTECTION

Then CDC and the BPA may collect personal data necessary for the processing of your reservation or registration, for its follow-up, for the sending of newsletters, promotions, solicitations or in the context of satisfaction surveys (via email, SMS, telephone or mail). In accordance with the regulations, we are committed to preserving the confidentiality of the personal information we collect. You can also unsubscribe at any time by clicking on the hyperlink provided for this purpose at the bottom of each communication, or by sending an email to contact@bpa-laceguzon.fr, or a letter to **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, with proof of identity.

In accordance with RGPD, you have the right to access, rectify, update, portability and delete your personal data, which you can exercise by contacting the person in charge of processing personal data at the CDC, Mr Stéphane HUGUET, at this email address: contact@bpa-laceguzon.fr. Unless you give notice to the contrary in connection with a limitation or opposition to

processing of your personal data, we reserve the right to use this information to send you the various documentation mentioned above.

ARTICLE 13 - INTELLECTUAL PROPERTY / PHOTOS / ILLUSTRATIONS

The photos, maps and illustrations contained in the brochures and/or the website are illustrative and noncontractual. Any reproduction or exploitation, commercial or otherwise, of these elements, without prior written authorization, is strictly prohibited. Any contract made with the CDC via the BPA entails the possibility, and therefore authorizes the BPA, to take photos or videos of the client during their stay and/or activity. Without written refusal with proof of identity to: **la base de plein air Lac Eguzon, 6 chemin du Pradet, Chambon, 36270 EGUZON**, the CDC and the BPA reserve the right to use these photos and videos for professional promotion of the BPA and the CDC only.

ARTICLE 14 - SATISFACTION

To improve the quality of reception of our clients and of our services, you may receive a satisfaction survey.

Date:

Signature with the notation " *lu et approuvé* " :

Location: