

# *Legal notice*

## **WITH REGARD TO D-2 FREE CANCELLATION OFFER**

The general terms and conditions of sale of Yelloh! Village remain valid with the exception of the following provisions:

### **VALIDITY OF OFFER**

The D-2 free cancellation offer is valid:

- For all bookings made between 01/06/2021 and 30/06/2021
- At specific campsites, for specific accommodation and for specific periods during the 2021 season.

The offer does not apply retroactively.

It does not apply for Group bookings.

All stays for which the dates of stay are modified will be subject to the Yelloh! Village General Terms and Conditions of Sale on the date of modification.

### **CANCELLATION OF STAY DUE TO CUSTOMER**

In the event of cancellation due to the camper up to 2 days before the start of the stay, the total of amounts already paid minus the amount for cancellation insurance, if such a subscription has been taken out, will be refunded. Beyond this date, the Yelloh! Village General Terms and Conditions of Sale are applicable.

If a stay eligible for the D-2 free cancellation offer is paid for in part or in totality using a credit voucher, the amount paid by credit voucher may not give rise to any refund in the event of a cancellation by the camper. In this case, a non-refundable credit voucher, valid for 2 years at the campsite where the stay was cancelled, for the amount of the credit voucher used as a means of payment for the cancelled stay, will be given to the customer and the remaining amounts paid other than by credit voucher will be refunded.

In the event of the stay being cancelled, the amount paid in holiday vouchers may not be subject to any refund, in accordance with Article L.112-14 I. of the French Monetary and Financial Code. In this event, a non-refundable credit voucher valid for 2 years, useable at the campsite where the stay was cancelled, will be issued for the amount of the sums paid in holiday vouchers, after deduction of any deposit that may have been paid, in line with the conditions indicated above.

# General CONDITIONS OF SALE

## BOOKING CONDITIONS

The reservation becomes effective solely with the agreement of the Village, upon receipt of the deposit and either upon receipt of the booking contract duly completed and signed, or upon your agreeing to the general conditions of sale when booking online.

- Yelloh! Village is not bound by bookings unless Yelloh! Village has accepted them. Yelloh! Village 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 offers family holidays, in the traditional sense, and the accommodation has been specially designed for this purpose. Yelloh! Village reserves the right to refuse any booking that might contravene or attempt to pervert 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 more than 8 places, depending on the type of accommodation and the village.
- Yelloh! Village 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 does not charge a booking fee for rental accommodation and pitches.

### Group bookings

- All bookings made for more than 4 accommodation units by one person or made by different people who know each other and who are travelling together for the same reasons and for the same holiday dates at the same Yelloh! Village, are deemed to be group bookings.
- Accommodation appearing on the commercial Yelloh! Village website is intended exclusively for individual bookings.
- For all group booking requests, you must contact the Yelloh! Village in question by telephone, email or via the Contact Us section. The Yelloh! Village campsite contacted reserves the right to examine booking requests before accepting or declining them.

## PRICES AND TOURIST TAX

- Prices shown are effective for the 2021 season. They correspond to one night and are quoted in euros, including VAT.
- 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 15% 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. If the balance is not received from customers at least 30 days before the start of their holiday, the village reserves the right to cancel the booking and to readvertise the accommodation for rental.
- 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 (15% deposit + balance of stay).

## NO RIGHT TO WITHDRAW

In line with article L.221-28 of France's consumer code, Yelloh! Village would like to inform its customers that the sale of accommodation services provided on a specific date or according to a specific timeframe is not subject to the provisions pertaining to the 14-day cooling off period.

## CANCELLATION AND ALTERATIONS

### 1. Booking alterations

Customers may request for stays to be altered in the same campsite (dates, types of accommodation) by writing to the campsite (by post or email) subject to availability and options. Postponements until the following season are not permitted. If no alterations are made, customers must spend their holidays as they were agreed when initially booked, or cancel them in line with the conditions pertaining to the cancellation insurance.

- Requests to extend the duration of stays will be dealt with subject to availability and in line with applicable prices.
- Requests to reduce the duration of stays are deemed to be partial cancellations and will be subject to the terms and conditions which apply to cancellation and termination of stays.

### 2. Unused facilities

In the event of stays which are interrupted or cut short for one of the following reasons:

- Border closures
- Administrative closure of the campsite
- Customer placed in quarantine on arrival or when he/she returns to home country
- Travel restricted to a number of kilometres meaning he/she cannot come to the campsite

A credit voucher for an amount corresponding to unused nights, valid for two years, will be issued by the campsite. If the customer rejects this credit voucher, he/she will receive a refund, on request, of the corresponding amount, minus the cost of the cancellation insurance if such a subscription has been taken out.

Apart from the reasons stated above, all interrupted or shortened stays (late arrival, early departure) due to the customer will not be subject to refunds or credit vouchers.

### 3. Cancellation by Yelloh! Village campsite

In the event of cancellation by Yelloh! Village campsite, except in the case of force majeure, payments made for the booking will be refunded in full. This cancellation shall not however incur the payment of damages and interest.

### 4. Cancellation due to camper

a. If campers cancel their bookings without taking out cancellation insurance

For one of the following reasons and only up to his/her arrival date:

- Border closures
- Administrative closure of the campsite
- Customer placed in quarantine on arrival or when he/she returns to home country
- Travel restricted to a number of kilometres meaning he/she cannot come to the campsite

A credit voucher for an amount corresponding to the total of amounts already paid, valid for two years, will be issued by the campsite. If the customer rejects this credit voucher, he/she will receive a refund, on request, of the corresponding amount.

For all other reasons and for all our campsites apart from the camping Les Baléares Son Bou and the camping Le Campoloro\*:

- Example 1 - Cancellation up to 15 (fifteen) days before start of stay: the deposit of 15% of the price of the stay will be kept by the campsite by way of cancellation costs. Amounts paid, minus the deposit, will be refunded. If the payment has been made in part or in totality using a credit voucher of a value greater than that of the deposit: the deposit of 15% of the amount of the stay will be kept by the campsite by way of cancellation costs. A new non-refundable credit voucher valid for 2 years useable at the campsite at which the stay was cancelled will be issued for the amount of the initial credit voucher after deduction of the 15% deposit. The remaining amounts paid other than by credit voucher will be refunded.
- Example 2 - Cancellation less than 15 (fifteen) days before your arrival: the deposit of 15% of the price of the stay will be kept by the campsite by way of cancellation costs. A credit voucher for the amounts paid, minus the deposit, will be issued by the campsite. This voucher is non-refundable, non-transferable, useable only at the campsite at which the stay was cancelled and is valid for two years.

\*for the camping Son Bou and camping Campoloro

- Cancellation up to 30 (thirty) days before start of stay: The deposit of 15% of the price of the stay will be kept by the campsite by way of cancellation costs. Amounts paid, minus the deposit, will be refunded.
- Cancellation less than 30 (thirty) days before you arrive: All amounts paid will be kept by the campsite.

In the event of the stay being cancelled, the amount paid in holiday vouchers may not be subject to any refund, in accordance with Article L112-14 I. of the French Monetary and Financial Code. In this event, a non-refundable credit voucher valid for 2 years, useable at the campsite where the stay was cancelled, will be issued for the amount of the sums paid in holiday vouchers, after deduction of any deposit that may have been paid, in line with the conditions indicated above.

- b. If campers cancel their bookings having taken out cancellation insurance Amounts paid are covered by the guarantee in line with the terms & conditions of cancellation. If the reason is not covered by the cancellation insurance or if the case is rejected by it, the general conditions of sale of paragraph 4 a. apply and the cost of cancellation insurance will be deducted from the amounts paid in the event of cancellation.

## YOUR STAY

### 1. Arrival

- Days of arrival may vary according to the Villages or periods (please refer to the particular conditions of each Village).
- Rental accommodation: on the day of your arrival in the Yelloh! Village, you may check in from 5 p.m., and you will be required to pay a deposit, depending on your campsite, on being handed the keys to your accommodation.

### 2. During your stay

It is up to campers to ensure they have insurance cover: campers are responsible for looking after their personal belongings (bicycles etc.). The village shall in no event be held liable in case of an incident involving campers' civil liability. 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 retained, 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 €80 including taxes shall be invoiced to you.
- For any delayed departure, you may be charged for an additional day at the price applicable for that night.

## PETS

Pets are permitted in some Yelloh! Village campsites (except dogs which are listed in France's 1st and 2nd categories), with payment required when the booking is made. When admitted, they must be kept on a leash 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.

## IMAGE REPRODUCTION RIGHTS

You give permission to Yelloh! Village, as well as to any person chosen by Yelloh! Village, to take photographs of you, to record you or film you during your stay with Yelloh! Village and to use the resulting images, sounds, videos and recordings using any media (especially on Yelloh! Village websites and web pages, including Facebook and Instagram, on Yelloh! Village information and promotion media and on travel and tourism guides). This permission applies for you as well as for people staying with you. The sole purpose of this is to promote and to provide information about Yelloh! Village establishments and the Yelloh! Village network, and may in no event damage your reputation. This permission is provided free of charge for all countries and for a period of 5 years.

## DISPUTES

Claims regarding non-compliance of services with binding commitments may be submitted by post or email to the manager of the village concerned or to Yelloh! Village.

## MEDIATION

In the event of a dispute with one of the establishments in our group, you may contact us in the following way:  
- Send a registered letter with acknowledgement of receipt to the manager of the village concerned.

Send a copy of this letter to customer services at [customerservice@yellohvillage.com](mailto:customerservice@yellohvillage.com) or by post to YELLOH! VILLAGE - BP 68 - 7 chemin du môle - 30220 AIGUES MORTES - FRANCE  
If you are not satisfied with the response you receive, you may refer to the CM2C mediation centre after a period of one month following the time you sent these letters/emails. Please make your submission online at [ec.europa.eu](http://ec.europa.eu) or by post to: CM2C - 14 rue Saint Jean 75017 PARIS - FRANCE

## YELLOH! VILLAGE'S RESPONSIBILITY

The client acknowledges that Yelloh! Village 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 Yelloh! Village website do not form part of any contractual obligation. They are for information purposes only.

## 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 shall treat this information as confidential. It shall be used solely by the Yelloh! Village 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:

YELLOH! VILLAGE

BP 68

F - 30220 AIGUES-MORTES

N° SIRET : 432 366 839 00038

Registered with the register of tour and holiday operators under the following number: IM030110015