

GENERAL CONDITIONS OF SALE 2023: INDIVIDUAL CUSTOMERS

PREAMBLE

The present General Terms and Conditions of Sale apply between the legal structures listed below referring to the **POPINNS brand** and the **Individual Client(s)**. They set out, in accordance with the provisions of Decree 2006-1229 of 6 October 2006, the conditions for the exercise of activities relating to the organization and sale of trips or holidays.

The following legal structures are referred to the POPINNS brand:

- **SARL DG HOLIDAYS** - Intracommunity VAT number: FR00523822112, domiciled at 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL DG URBANS** - Intracommunity VAT number: FR20518126990, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL DG CAMPUS** - Intracommunity VAT number: FR55523822971, domiciled at 105 bis rue de Tolbiac - 75013 PARIS - France
- **SNC EXPLOITATION DE LA COCOTERAIE** - Intracommunity VAT number: FR 29383974441, domiciled avenue europe - 97118 SAINT-FRANÇOIS - Guadeloupe
- **SARL NSRN** - Intracommunity VAT number: FR27532152287, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SAS NCC** - Intracommunity VAT number: FR42750305583, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SAS LES SOURCES DIEULEFIT** - Intracommunity VAT number: FR 82903391837, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France
- **SARL VB BLOIS** - Intracommunity VAT number: FR93539420810, domiciled 105 bis rue de Tolbiac - 75013 PARIS - France

The customer is obliged to have full legal capacity to commit to these terms and conditions of sale. The present general conditions of sale govern the stages of the reservation between the contracting parties.

The present General Terms and Conditions of Sale (GTCS) may be modified and/or supplemented by POPINNS at any time. In this case, the new version of the GTC shall be published online by POPINNS. The new version of the GTC shall apply as soon as it is published online. The GTC are supplemented by the Special Terms and Conditions of Sale ("Booking Confirmation"), the internal regulations of the establishments and the practical information in the POPINNS catalog.

DEFINITIONS

Booking Confirmation: Paper or digital document summarizing the services booked by the client.

Acceptance of the booking confirmation has the effect of contractually binding the client.

Services: booking of accommodation and related services

ARTICLE 1 - RESERVATION AND CONCLUSION OF THE CONTRACT

1.1 - Reservation procedure

Reservations can be made:

- by telephone with the establishment or the central reservation office on +331.76.34.00.14 · by internet on popinns.com
- by e-mail to the establishment or the central reservation office at alenya.call-center@popinns.com
- by post to the establishment or the central reservation office at the following address POPINNS, Service Réservations Route de Théza - 66200 Alénia - FRANCE

The reservation request is registered (subject to availability) as soon as it is received by the means described in article 1.1.

1.3- Payment of the deposit and conclusion of the contract

The payment of the deposit, the bank guarantee or the full payment of the reservation by the Client implies acceptance of the POPINNS GTCs, of the special conditions described in the reservation option and implies the conclusion of the contract between the Client and POPINNS.

ARTICLE 2 - PRICES

2.1 - Determination of prices

The "all-inclusive" rates are all-inclusive and include several services described in the catalog or on the POPINNS website (www.popinns.com), the prices of which cannot be detailed. They include all taxes except for the tourist tax payable on site. They are expressed in Euros on the basis of the tariff conditions in force on the day of the reservation. Our prices always include the provision of accommodation, water, electricity, heating and rental charges. All optional services will be subject to additional charges, as indicated on our price list, which is displayed in our establishments. The client shall be personally responsible for taking out insurance against rental risks during his stay.

POPINNS reserves the right to rectify the prices indicated to the Client at the time of booking on the POPINNS websites, in the event of an obvious material error on the part of the latter, resulting in particular from a computer error.

The following shall be added to the price of the package per person: the amount of any services chosen in addition to the price of the package and offered in the brochure.

Additional services ordered on the holiday website ("Site") and the tourist tax must be paid with the balance of the holiday. The Client may order additional services on the Site that are not included in the agreement, which will be invoiced to him at the end of his stay. For the application of the "children" rates, as defined in the brochure, the age taken into consideration is that on the first day of the stay. An identity document may be requested to validate these preferential rates. The themed and promotional holidays detailed in the brochure or on the website constitute indivisible products which cannot be modified in terms of services or prices.

Pets are accepted in a number of POPINNS establishments, during the periods stipulated in the contract, and in compliance with the establishment's internal regulations.

2.2 - Modification of rates

The rates indicated are valid on the dates shown in the brochure or on the POPINNS website. They have been established on the basis of the economic and fiscal data in force on the date of the price setting and on the basis of the reference currency rate.

POPINNS expressly reserves the right to revise its prices according to: changes in transport costs, in particular fuel costs; changes in fees and taxes related to the services offered, such as tourist taxes, landing, disembarkation or embarkation taxes in ports and airports; exchange rates applied to the holiday in question; and the applicable VAT rate. In the event of a variation of more than 2% in any of these elements (except the VAT rate), POPINNS reserves the right to pass on the said variation to the price of the holiday. However, no price revision may be applied within thirty days prior to departure.

A significant price increase shall be deemed to have occurred in the event of an increase of at least 3% of the price initially fixed in the contract.

In this case, the Client may, without prejudice to any claims for compensation for any damage suffered,

and after having been informed by POPINNS by registered letter with acknowledgement of receipt :

- either terminate its contract and obtain without penalty the reimbursement of any sums paid,
- or accept the modification or substitute trip proposed by POPINNS. A modification of the booking shall be sent to the Client specifying the changes made; any reduction in price shall be deducted from any sums due by the purchaser and, if the payment already made by the latter exceeds the price of the modified service, the excess amount shall be refunded.

The Client shall inform POPINNS of its decision within seven days of receiving notification of the significant price increase by registered letter with acknowledgement of receipt. If no reply is received within this period, the modification shall be deemed to have been accepted.

2.3 - Booking fees

POPINNS shall charge a handling fee for each reservation:

- a. Stay of 4 nights or more: 20€.
- b. Stays of up to 3 nights: 12€.

Under no circumstances may these booking fees be reimbursed.

2.4 - Tourist tax

The amount of tourist tax is given as an indication and may be subject to variations linked to the decisions of the Municipal Council of each commune in which the Client will be staying.

Tourist taxes are not included in the price of your stay and must be paid directly on arrival on site.

2.5 - Children under 2 years old - free accommodation

Accommodation for children under 2 years of age on a half-board, full-board and bed & breakfast basis is free of charge (according to the terms described in article 2.1). Only the catering part, and any additional services, remain the responsibility of the parents. It is imperative that the accommodation capacity is adapted to the number of people occupying it.

2.6 - Changes to the stay by the Client before the stay

Requests for changes to the stay in POPINNS' destinations requested by the Client prior to the stay may be considered by POPINNS under the following conditions:

- depending on availability for the requested POPINNS destination and on the desired dates,
- the new stay requested can only be rescheduled within 6 months of the dates of the original stay
- only POPINNS establishments can benefit from modifications as per article 2.6
- no modification of the stay will be processed by POPINNS for stays starting less than 15 days before the request for modification made by the Client
- for an identical type of accommodation, the rate of the modified stay may not be lower than the rate initially applied
- the rate of the new stay will be calculated on the date of the request for modification, and may possibly lead to a revaluation of the rate
- the request for modification must be sent to POPINNS by registered letter with acknowledgement of receipt
- to respect the conditions of the VACAF support

Any request for modification will give rise to the collection of additional file fees: · + 45 days before the

date of arrival in the establishment: 30€ TTC/accommodation or file in case the file includes several.

- Between 30 days and up to 44 days before the date of arrival in the establishment: 50€ including VAT/file or accommodation in case the file includes several of them.
- Between 15 and 29 days before the date of arrival in the establishment: 70€ including VAT/file or accommodation in case the file includes more than one.
- 14 days before the date of arrival in the establishment: no change possible. If within 8 days the destination or the head office has not given an acceptance, the conditions of the contract initially signed by the client will be maintained.

ARTICLE 3 - PAYMENT

3.1 - Payment schedule

The Client agrees to pay POPINNS the total amount of the stay according to the following terms and conditions:

- **Flexible rate:** Cancellation is free of charge up to 3 days before the date of arrival. For any cancellation between 72 hours and the day of arrival, the client will be charged and retained 50% of the total amount including tax of the stay. Any "no-show" or shortened stay will be invoiced at the total amount of the stay including VAT.
- **Semi-flexible rate:** A deposit of 50% of the total amount of the stay will be required. The balance of the stay must be paid on the day of your arrival. Cancellation is free of charge up to 15 days before the arrival date. For any cancellation less than 15 days before the arrival date, the deposit will be retained. Any "no-show" or shortened stay will be charged the full amount of the stay including VAT.
- **Non-refundable rate:** Payment is made at the time of booking. Your stay is non-cancellable and non-refundable. In the event of a government decision to restrict travel or confinement, measures will be taken accordingly.

3.2 - Means of payment

The client can use various means to pay for his stay: credit card (Carte Bleue, Mastercard, Visa) and bank transfer, and holiday vouchers, Vacaf participation and Caf vouchers.

3.3 - Payment in 3 or 4 installments without charge

POPINNS offers you the possibility of paying for your holiday in installments at your own pace up to 60 days before the start of your holiday. This offer is reserved for adults residing in France (DOM TOM) holding a bank card valid for at least 3 months after the date of your stay (excluding Electron, Maestro, American Express, e-CB and prepaid cards). Conditions applicable to a Winter file for the simultaneous purchase of a ski pass and ski equipment with your flat rental.

In the event of cancellation of your stay, the monthly installments will no longer be debited and your file will be canceled (according to our general sales conditions). In the event of a change of stay, or a change of rate, the monthly payments will be automatically calculated by our services.

We also accept payment in several installments under the same conditions by bank transfer, with your file number in the subject line, with a transfer made on the dates indicated on the booking file and by your advisor.

3.4 - Other means of payment

Holiday vouchers are accepted as payment of the deposit or the balance of the invoice for all establishments. Payment by CAF or VACAF vouchers is subject to acceptance of the stay by the CAF, which determines the amount of aid granted. As soon as the deposit is paid, the amount paid will be deducted from the balance. POPINNS shall in no way be held responsible if the amount announced by the CAF does not correspond to the actual amount of aid paid after the stay. In this case, the Client shall be liable for the balance of the stay in accordance with the terms of article 3.1. In the event of overpayment, POPINNS undertakes to reimburse the Client after payment of the CAF/VACAF aid.

ARTICLE 4 - DURATION OF THE STAY

4.1 - Initial determination of the holiday

POPINNS offers various holidays, a precise description of which is published in the brochure, on the POPINNS websites or in any other medium. In this respect, if administrative and health formalities have to be completed in the event of leaving French territory, these are indicated.

Depending on availability, POPINNS offers accommodation either on a self-catering basis or on a rental basis. In the case of rental accommodation, a deposit must be paid by the Client on arrival at the Site. The POPINNS group shall draw up an inventory of fixtures and fittings with the Client and shall provide an inventory of the furniture. The Client shall have two hours following the inventory of fixtures to contest the inventory of fixtures and the inventory at the Site's reception desk. After this period, the inventory of fixtures and the inventory can no longer be contested by the Client.

The deposit will be returned to the Client on the day of his/her departure or by post, provided that the accommodation is clean and that the equipment is returned in its entirety and in good condition.

In the event of early departure without an inventory of fixtures, the deposit shall be canceled by POPINNS subject to any deductions for cleaning, repairs and other services not paid for.

The accommodation must be occupied by at least one adult. Babies must be included in the maximum occupancy of the accommodation. If the number of participants on arrival or during the stay is greater than that indicated in the Special Conditions of Sale, POPINNS reserves the right to refuse the Client if the accommodation capacity does not allow it, by applying the provisions of articles 2 and 3 of the GTC. POPINNS shall endeavor to regularize the number of participants with the Client according to the availability of accommodation. In the event that no solution is possible, the provisions of article 5.1 shall apply.

4.2 - Modifications to the holiday by the POPINNS Group.

The information concerning the services relating to the holiday and transport indicated in the brochure has been drawn up on the basis of economic and commercial data valid on 31 December 2021 and POPINNS reserves the right to make certain changes.

During the trip, depending on the availability of the participants, the weather and closure requirements (museum), the chronology of the visits, itineraries and activities may be subject to certain changes. In the event that these changes are not substantial, as regards the overall performance of the services included in the package, these changes will not entitle the Clients to claim compensation.

4.3 - Arrival

The reserved accommodation is available from 2 p.m. or 5 p.m. on the day of arrival (check-in) - depending on the establishment (to be confirmed by the client with the establishment before the start of the stay). The guest must hand in the booking confirmation sent by POPINNS and its subsidiaries upon payment of the balance of the booking. The receptionist will welcome the client according to the opening hours. The receptionist will hand over the keys to the accommodation and will ask the client for the details of his valid bank card as a guarantee (card number, date of validity, name of the bearer and cryptogram) or a deposit cheque for an amount defined by the residence. It is important that the client checks the general condition of the accommodation and reports any defects within 24 hours of arrival. After this period, the client will be considered to have tacitly acknowledged the accuracy of the inventory and the cleanliness of the accommodation. The client must report to the reception of the establishment any damage or breakage that occurred during their stay, failing which no claim can be made after the stay.

4.4 - Departure

On the day indicated on the booking confirmation, the accommodation must be vacated before 10:00 am or 11:00 am (check-out) - depending on the establishment of the stay (to be confirmed during the stay by the client with the establishment). It must be returned in perfect condition. Any broken, damaged or stolen object, as well as any costs incurred in restoring the premises, if necessary, will be charged to the client and may be debited to the client's credit card registered at the time of arrival or reservation.

4.5 - Pets

Only one pet is allowed per accommodation (1st category attack dogs and dangerous animals are not allowed) only in a number of establishments and at certain times.

The declaration of a pet during the stay is compulsory at the time of booking, a fixed price supplement will then be requested. Please note that pets are not allowed in the common areas. Furthermore, the animal must be kept on a leash and must not disturb the peace and safety of the holidaymakers and must respect the rules of hygiene.

4.6 - Children's clubs

The opening periods of the Children's and Teenagers' Clubs are defined by each establishment. A minimum of 5 children must be registered in order to open a Kids Club. This service is free of charge in most establishments, with the exception of the Villages du Bachat, where the price is 5€ per child per half day.

4.7 - Electricity

This winter 2022-2023, due to tensions on the French electrical system, power cuts could occur in our tourist establishments, beyond our control. In this case, Popinns cannot be held responsible for this inconvenience.

ARTICLE 5 - CANCELLATION OF THE STAY

5.1 - Cancellation by the Client

The Client wishing to cancel his stay before departure must inform POPINNS by registered letter with acknowledgement of receipt, specifying the reason for the cancellation and enclosing a photocopy of his booking contract.

Cancellation fees may apply depending on the rate chosen at the time of booking:

- **Flexible rate:** Cancellation is free of charge up to 3 days before the arrival date. For any cancellation between 72 hours and the day of arrival, the client will be charged and retained 50% of the total amount including VAT of the stay. Any "no-show" or shortened stay will be invoiced at the total amount of the stay including VAT.
- **Semi-flexible rate:** A deposit of 50% of the total amount of the stay will be required. The balance of the stay must be paid on the day of your arrival. Cancellation is free of charge up to 15 days before the arrival date. For any cancellation less than 15 days before the arrival date, the deposit will be retained. Any "no-show" or shortened stay will be charged the full amount of the stay including VAT.
- **Non-refundable rate:** Payment is made at the time of booking. Your stay is non-cancellable and non-refundable. In the event of a government decision to restrict travel or confinement, measures will be taken accordingly.

The establishment may debit the client's credit card that was given as a reservation guarantee or registered upon arrival.

Any shortened or interrupted stay and/or any renunciation of certain services (or benefits) by a Client may not give rise to a request for reimbursement or a credit note of any kind.

In the event that the Client does not arrive at the Site on the day of his/her scheduled arrival, POPINNS shall be entitled to reassign his/her accommodation and apply the cancellation conditions described above.

5.2 - Cancellation by POPINNS

Should POPINNS cancel the holiday booked by the Client, the latter shall be offered a replacement holiday as soon as possible by registered letter with acknowledgement of receipt. The Client must make known his acceptance or refusal of the said proposal within seven days of the notification.

In the absence of a response within this timeframe, the Customer shall be deemed to have accepted the replacement holiday without any change to the initial price. In the event that the Client refuses this proposal within the time limit, POPINNS shall reimburse all sums paid, without prejudice to any damages to which he may be entitled.

POPINNS may, however, cancel the holiday without having to follow the procedure described above in two cases:

- a. if the minimum number of registered participants of 10 for themed holidays is not reached.
- b. if the minimum number of participants registered of 20 for the opening of a POPINNS establishment is not reached.

This cancellation may take place no later than 21 days before departure, unless the cancellation is attributable to force majeure, namely political instability, acts of terrorism, insurrection, strikes, explosions, natural disasters, etc.

ARTICLE 6 - TRANSFER OF THE CONTRACT

The client may transfer the contract before departure - except if the holiday is subsidized by a third party. The latter must inform POPINNS to this effect, by registered letter with acknowledgement of receipt at the latest seven days before the start of the trip, indicating precisely: · the surname(s), first name(s) and address(es) of the transferee(s) and of the participants in the holiday, · that he/she can prove that the transferee(s) meet the same conditions as he/she does to take the holiday. This transfer will entail the following costs: · until 30 days before departure: 5€/person · from 30 to 15 days before departure: 10€/person · from 15 to 7 days before departure: 20€/person.

ARTICLE 7 - RESPONSIBILITY OF THE RECEPTIVE

Under no circumstances shall POPINNS be held responsible for circumstances of force majeure, for the actions of third parties not involved in the provision of the services provided for in the contract or for the poor execution of the contract attributable to the Client.

It is furthermore specified that additional services outside the scope of the agreement, as well as pre- and/or post-transportation taken at the sole initiative of the Client, are in any event the exclusive responsibility of the external service providers in charge of their organization.

ARTICLE 8 - POST-STAY

8.1 - Complaints

Any complaint concerning a trip or holiday must be sent by registered letter with acknowledgement of receipt to POPINNS, quality department. This complaint must first be notified on the Site and in writing to the Manager of the POPINNS establishment or the Service Provider. In order for the complaint to be taken into account, the complaint must be signed by the head of the establishment and must be sent to

POPINNS no later than thirty days after the end of the services. This time limit is imperative, however, the quality department will examine the complaint with the utmost diligence, without however presuming the results of the complaint. However, our processing time depends most of the time on the reception of the answers of the service providers concerned by the complaints.

8.2 - Dispute and mediation:

After having contacted the service (after-sales, after-travel...) and in the absence of a satisfactory response or in the absence of a response within 60 days, the client may refer the matter to the Tourism and Travel Ombudsman via the website <https://www.service-public.fr/particuliers/vosdroits/R46367>. In the event of legal proceedings, these will be submitted to the French courts.

8.3 - Cookies:

A cookie is a text file that may be saved in a dedicated space on the hard disk of your terminal* when you consult an online service thanks to your browser software. A cookie file allows its issuer to identify the terminal* in which it is stored, for the duration of the validity or storage of the cookie.

*The terminal refers to the hardware equipment (computer, tablet, smartphone, etc.) that you use to consult or view a site, an application, advertising content, etc.

The Site uses two types of cookies:

Analytical cookies: these are cookies that allow us to better understand the use and performance of our Site, to establish statistics, volumes of traffic and use of the various elements of our Site (content visited, path) allowing us to improve the interest and ergonomics of our services (the pages or sections most often consulted, the articles most read,...).

This is the following cookie: Google Analytics (__utma, __utmb, __utmc, __utmz, __utmv).

What data is collected? Web pages visited on our Site and third party cookie.

Purpose: To establish statistics and volumes of traffic and use of the various elements making up our Site.

Sharing cookies (social links): the Site contains sharing links to Facebook, Twitter and other similar social networks, which allow you to share content from our Site with others. When you use these sharing buttons, a third party cookie is set. If you are connected to the social network while browsing our Site, the sharing buttons allow you to link the content you view to your user account. We invite you to consult the privacy protection policies of these social networks in order to learn about the purposes of use, particularly advertising, of the browsing information that they may collect thanks to these application buttons.

This is the following cookie: SOCIAL NETWORK SHARING BAR

What data is collected? Retention period: Third party cookie

Usefulness: Their deletion/refusal makes it impossible to share.

The issue and use of cookies by third parties are subject to the "cookie" policies of these third parties. We inform you of the purpose of the cookies of which we are aware and of the means available to you to make choices with regard to these cookies.

How to refuse/delete cookies:

The storage of a cookie in a terminal is essentially subject to the will of the terminal user, which he or she may express and modify at any time and free of charge.

If you have accepted the storage of cookies in your terminal in your browser software, the cookies integrated in the pages and contents that you have consulted may be stored temporarily in a dedicated space in your terminal.

If you refuse to accept cookies on your terminal, or if you delete the cookies stored on your terminal, you will no longer be able to benefit from a certain number of functions on our Site.

More information on cookies on the CNIL website: <http://www.cnil.fr/vos-droits/vos-traces/les-cookies/>

List of cookies used by the popinns.com website:

- _uetvid used by bing ads
- _ga used by google analytics
- _gid used by google analytics
- _gcl_au used by google adsense
- _fbclid used by facebook
- _fbp used by facebook
- cookieconsent_status used to store cookie acceptance
- PHPSESSID used by PHP to store and transmit session information
- vchideactivationmsg used by visual composer
- tk_ai used by jetPack, Woocommerce

8.4 - RGPD :

Data controller: Mr Bernard Bensaid

Legal basis for processing - your data is collected :

either on the basis of your consent
or for the proper performance of a contract
or by virtue of a legal obligation.

The purpose of data collection

to inform Internet users of promotions, specific information regarding their reservation, sending digital catalogs to the e-mail address indicated

sending print communications to the postal address indicated

sending promotional SMS messages to the telephone number indicated

use of e-mail databases for better targeting of ads, particularly on FB ads.

The data is kept for a period of 10 years.

We undertake to carry out all requests for rights linked to the RGPD (oblivion, rectification, portability, etc.) insofar as state laws allow us the right to lodge a complaint with the CNIL.

ARTICLE 9 - LIABILITY

POPINNS and its subsidiaries shall not be held liable for :

- Theft, loss or damage that the client may suffer within the establishment. · Any indirect damage resulting from the present, in particular operating loss, third party's act, customer's act or partners' act.
- Nuisances that would disrupt, interrupt or prevent the client's stay in the event of force majeure or fortuitous event such as avalanche, drought, flood, general cut-off of electricity, gas, water, strike, works (construction of roads, buildings that may take place in the vicinity of the establishment).
- Non-performance of its obligations resulting from an event of force majeure, usually recognised by the jurisprudence of the French Courts and Tribunals in application of legal and regulatory texts.

9.1 - Professional Civil Liability

The "Professional Civil Liability" guarantee, insured by AXA, insurance contract no. 10349183504, is limited to €2,500,000 per insurance year, for all claims relating to damage other than the loss, theft or deterioration of luggage or objects entrusted to us.

9.2 - Civil liability

AXA guarantees POPINNS - DG HOLIDAYS against the pecuniary consequences of civil liability, as defined in article L211-18-II-b of the French Tourism Code, which it may incur as a result of bodily injury, material and consequential damage caused to clients, to third parties as a result of faults, errors of fact or law, omissions or negligence committed during the offer, organization and sale of POPINNS - DG HOLIDAYS services, whether caused by the policyholder and its legal representative or by its

employees.

The amounts guaranteed in civil liability as a holiday centre operator per claim and per insurance year are €9,000,000 for bodily injury, property damage and consequential damage, without exceeding :

· For material and immaterial damage resulting from bodily injury or material damage: €1,200,000

ARTICLE 10 - SELLING ON THE WEBSITES

10.1 - Validation of the sale

The reservation can be made directly by the client on the POPINNS website: www.popinns.com. The reservation made on the website is confirmed on condition that the Client has made an online payment of either a 50% deposit for stays of 7 nights or full payment of the reservation for non-flexible rates. For stays at flexible rates, no debit will be made at the time of booking but a credit card number will be required as a guarantee. The reservation made on the site is confirmed on the condition that the Client has complied with the payment conditions linked to the reserved rate.

10.2 - Confirmation of the sale

Reservations for a holiday in a partner destination - i.e. not managed by POPINNS itself and indicated on the www.popinns.com website by the absence of the POPINNS logo next to the name of the destination - will only be considered confirmed once confirmation of the reservation has been sent within 48 hours of the online reservation.

10.3 - Right of withdrawal

In application of the provisions of article L221-28 12° of the Consumer Code, the right of withdrawal from a contract concluded at a distance within a period of 14 days cannot be exercised for accommodation services, other than residential accommodation, services of transport of goods, car rental, catering or leisure activities that must be provided on a given date or period.

10.4 - Promotions

Promotions are effective from the date of their validity on our website. These promotions are in no way retroactive or valid after their expiry date and cannot be combined.

ARTICLE 11 - PRIVACY

In accordance with the law n° 78-87 of January 6, 1978, the law n° 2004-801 of August 6, 2004, the article L. 226-13 of the Penal Code and the European Directive of October 24, 1995.

When using the website to make holiday reservations, personal data may be collected. In any case, POPINNS only collects personal information about the user for the purpose of certain services offered by the site. The user provides this information with full knowledge of the facts, in particular when he/she enters it. It is then specified to the user of the site whether or not he/she is required to provide this information.

In accordance with the provisions of Articles 38 and following of Law 78-17 of 6 January 1978 relating to data processing, files and freedoms, any user has the right to access, rectify and oppose personal data concerning him/her, by making a written and signed request, accompanied by a copy of the identity document with the signature of the holder of the document, specifying the address to which the reply should be sent.

No personal information of the user of the site is published without the user's knowledge, exchanged, transferred, ceded or sold on any medium whatsoever to third parties. Only the assumption of the purchase of POPINNS and its rights would allow the transmission of the said information to the eventual purchaser who would in turn be bound by the same obligation of conservation and modification of the data vis-à-vis the user of the site.

The databases are protected by the provisions of the law of 1 July 1998 transposing Directive 96/9 of 11 March 1996 on the legal protection of databases.

ARTICLE 12 - PHOTOS AND ILLUSTRATIONS

POPINNS shall make every effort to provide photos and illustrations enabling the Client to have an overview of the premises of the establishment and the services offered. The purpose of these photos and illustrations is to give an idea of the category of services, but they do not commit POPINNS beyond this purpose. The client may not therefore claim any complaint on this account.

ARTICLE 13 - POPINNS LOYALTY BENEFITS

13.1 - The POPINNS Club

The "Club Advantage" for clients who have made more than two stays over the last two years in one of the POPINNS residences. They are now entitled to a 5% discount. This advantage can be combined with current offers (the advantage is applied to the price after discount). To benefit from this offer, the client must request it when booking a new stay.

POPINNS reserves the right to check the history of the various stays made by the customer before the final conclusion of the offer.

The following establishments are concerned by Club Popinns:

Le Domaine du Mas Blanc
Les Abricotiers
Le Parc des Chênes
Le Virginia
Sous les Pins
La Riviera Limousine
My Normandy
Les Myrtilles
Le Mongade
Les Clarines
Plein Sud
Les Villages du Bachat
Le Chalet de l'Eterlou

MISCELLANEOUS PROVISIONS: Article of the Tourism Code

Article R211-3 Code du Tourisme

All offers and sales of the services mentioned in article L. 211-1 must be accompanied by appropriate documents that comply with the rules defined in this section.

Article R211-3-1 Code du Tourisme

The exchange of pre-contractual information or the provision of contractual terms and conditions shall be made in writing. It may be done by electronic means under the conditions of validity and exercise set out in articles 1369-1 to 1369-11 of the Civil Code. The name or company name and address of the seller and an indication of his registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned.

Article R211-4 Code du Tourisme

Prior to the conclusion of the contract, the organizer or retailer must provide the traveler with the following information

1° The main characteristics of the travel services:

- a) The destination(s), itinerary and periods of stay, with the dates and, where accommodation is included, the number of nights included;
- (b) The means, characteristics and categories of transport, the places, dates and times of departure and return, the duration and location of stopovers and connections. Where the exact time is not yet fixed, the organizer or retailer shall inform the passenger of the approximate time of departure and return;
- (c) The location, main characteristics and, where appropriate, the tourist category of the accommodation according to the rules of the country of destination
- (d) The meals provided;
- (e) the visits, excursions or other services included in the total price agreed for the contract
- (f) Where it is not apparent from the context, whether any travel services will be provided to the traveler as a member of a group and, if so, the approximate size of the group;
- (g) Where the benefit of other tourist services provided to the traveler relies on effective verbal communication, the language in which these services will be provided;
- (h) Information on whether the journey or holiday stay is generally suitable for persons with reduced mobility and, at the request of the traveler, precise information on the suitability of the journey or holiday stay for the needs of the traveler;

2° The company name and geographical address of the organizer and retailer, as well as their telephone and, if applicable, electronic contact details;

3° The total price including taxes and, if applicable, all fees, charges or other additional costs, or, when these cannot be reasonably calculated before the conclusion of the contract, an indication of the type of additional costs that the traveler may still have to bear;

4° The terms of payment, including the amount or percentage of the price to be paid as a deposit and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the traveler;

5° The minimum number of persons required for the journey or stay and the deadline mentioned in III of Article L. 211-14 preceding the start of the journey or stay for possible cancellation of the contract if this number is not reached;

6° General information concerning the conditions applicable to passports and visas, including the approximate time required to obtain visas, as well as information on health formalities in the country of destination;

7° A statement indicating that the traveler may cancel the contract at any time before the start of the journey or stay, subject to payment of appropriate cancellation fees or, where applicable, standard cancellation fees charged by the organizer or retailer, in accordance with the first paragraph of Article L. 211-14;

8° Information on compulsory or optional insurance covering the cost of cancellation of the contract by the traveler or on the cost of assistance, covering repatriation, in the event of an accident, illness or death.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the organizer or retailer and the professional to whom the data are transmitted shall ensure that each of them provides, before the traveler is bound by a contract, the information listed in this article insofar as it is relevant to the travel services they offer.

The form in which the information listed in this article is brought to the attention of the traveler is laid down by a joint order of the Minister for Tourism and the Minister for the Economy and Finance. This order specifies the minimum information to be brought to the attention of the traveler when the contract is concluded by telephone.

Article R211-5 Code du Tourisme

The information mentioned in 1°, 3°, 4°, 5° and 7° of article R. 211-4 communicated to the traveler is part of the contract and can only be modified under the conditions defined in article L. 211-9.

Article R211-6 Tourism Code

The contract must include, in addition to the information defined in Article R. 211-4, the following information:

- 1° The particular requirements of the traveler that the organizer or retailer has accepted;
- 2° A statement indicating that the organizer and the retailer are responsible for the proper performance of all the travel services included in the contract in accordance with Article L. 211-16 and that they are obliged to provide assistance to the traveler in the event of difficulties, in accordance with Article L. 211-17-1 ;
- 3° The name of the entity in charge of insolvency protection and its contact details, including its geographical address;
- 4° The name, address, telephone number, e-mail address and, where applicable, the fax number of the organizer's or retailer's local representative, a contact point or other service through which the traveler can quickly contact the organizer or retailer and communicate with him effectively, request assistance if the traveler is in difficulty or complain about any non-conformity found during the performance of the trip or holiday;
- 5° A statement indicating that the traveler is obliged to communicate any non-conformity that he observes during the performance of the journey or stay in accordance with II of Article L. 211-16 ;
- 6° Where minors, unaccompanied by a parent or other authorized person, are traveling on the basis of a contract including accommodation, information enabling direct contact to be made with the minor or the person responsible for the minor at the place where the minor is staying;
- 7° Information on available internal complaint handling procedures and out-of-court dispute settlement mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute settlement platform provided for by Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- 8° Information on the traveler's right to transfer the contract to another traveler in accordance with Article L. 211-11.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the trader to whom the data are transmitted shall inform the organizer or retailer of the conclusion of the contract giving rise to the creation of a package. The trader shall provide him with the information necessary to enable him to fulfill his obligations as an organizer. As soon as the organizer or retailer is informed of the creation of a package, he shall provide the traveler, on a durable medium, with the information mentioned in 1° to 8°. Article R211-7 of the Tourism Code

The traveler may assign his contract to a transferee who meets the same conditions as he does for the journey or stay, as long as this contract has not produced any effect.

Unless otherwise stipulated, the transferor is obliged to inform the organizer or retailer of his decision by any means that allows an acknowledgement of receipt to be obtained at least seven days before the start of the trip. Under no circumstances is this transfer subject to prior authorisation by the organizer or retailer.

Article R211-8 of the Tourism Code

When the contract includes an express possibility of price revision, within the limits provided for in article L. 211-12, it must mention the precise methods of calculation, both upwards and downwards, of price variations, and in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the journey or stay, the part of the price to which the variation applies, the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

In the event of a reduction in the price, the organizer or retailer shall be entitled to deduct his actual administrative expenses from the refund due to the traveler. At the request of the traveler, the organizer or retailer shall provide proof of these administrative expenses.

Article R211-9 Tourism Code

When, before the traveler's departure, the organizer or retailer is obliged to make a change to one of the essential elements of the contract, if he cannot meet the specific requirements mentioned in 1° of article R. 211-6, or in the event of a price increase of more than 8%, he shall inform the traveler as soon as possible, in a clear, comprehensible and visible manner, on a durable medium:

- 1° Of the proposed changes and, if applicable, of their repercussions on the price of the journey or stay ;
- 2° The reasonable period of time within which the traveler must inform the organizer or retailer of his decision;
- 3° The consequences of the traveler's failure to reply within the set time limit;
- 4° If applicable, the alternative service offered, as well as its price.

If the changes to the contract or the alternative service result in a reduction in the quality of the journey or stay or in its cost, the traveler is entitled to an appropriate price reduction.

If the contract is canceled and the traveler does not accept another service, the organizer or retailer shall reimburse all payments made by the traveler or on his behalf as soon as possible and in any case no later than fourteen days after the cancellation of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Article R211-10 Code du Tourisme

The organizer or retailer shall make the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, shall refund all payments made by or on behalf of the traveler minus the appropriate cancellation costs. Such refunds to the traveler shall be made as soon as possible and in any event within fourteen days at the latest of the termination of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveler is likely to receive is at least equal to the penalty that he would have incurred if the cancellation had been caused by him on that date.

Article R211-11 Code du Tourisme

The assistance due from the organizer or retailer pursuant to Article L. 211-17-1 consists in particular of

- 1° Providing useful information on health services, local authorities and consular assistance;
- 2° Helping the traveler to make long-distance communications and to find other travel services.

The organizer or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveler or by his negligence. The price charged shall in no case exceed the actual costs incurred by the organizer or retailer.