

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1 - Preamble

#### *Article 1.1. Designation of the seller*

[CANOES SERVICE / ESCAPADE LOISIRS]

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*Hereinafter referred to as "the Renter".*

#### *Article 1.2 Purpose*

The purpose of these general conditions is to define the rights and obligations of the parties in the context of the hire of canoes and kayaks by the Hirer to any person with the legal capacity to contract (*hereinafter referred to as "the Customer(s)"*), whether a consumer or a professional within the meaning of the French Consumer Code.

#### *Article 1.3. Definitions*

Customer: natural or legal person who contracts with The Hirer under these general terms and conditions of sale. The Customer must be over 18 years of age and have the legal capacity to contract.

Group: a group of two or more people booked together by a single representative.

Participant: any person taking part in the service, even if they have not contracted directly with the Hirer.

Service: canoe-kayak hire and optional shuttle service.

Online contract: contract entered into as part of the purchase of service(s) on the Hirer's website at the following address: [<https://www.ardeche-canoe.com>].

Distance contract: any contract concluded within the framework of an organised distance sales or service provision system, without the simultaneous physical presence of the professional and the consumer, by the exclusive use of one or more distance communication techniques until the conclusion of the contract/quotation, excluding the Internet site.

### Article 2 - Content and scope

These general terms and conditions of sale apply ipso jure to all services sold or offered for sale by the Hirer.

They apply to sales made through all distribution and marketing channels.

Any order or purchase implies unreserved acceptance of these general terms and conditions of sale, which take precedence over all other conditions, with the exception of those that have been expressly accepted by the Hirer and appear on the signed reservation/quotation contract.

The Customer declares that he/she has read and accepted these general terms and conditions of sale before booking and signing the contract/quotation.

### **Article 3 - Pre-contractual information**

The Customer acknowledges that, prior to placing his/her order and/or concluding the signed contract/quotation, he/she has been informed, in a legible and comprehensible manner, of these general and special terms and conditions of sale and of all the information listed in article L. 221-5 of the French Consumer Code when he/she is a consumer.

### **Article 4 - Prices**

#### *Article 4.1. Final price and additional taxes*

The rental price is quoted in euros, including all taxes (VAT) per person. It may be expressed as a fixed price for groups. It may be calculated according to the number of participants.

The price includes the items specified in the signed quote/contract.

#### *Article 4.2 Payment terms*

The Client guarantees the Hirer that he/she has the necessary authorizations to use the method of payment chosen by him/her when validating the contract/signing the quote. The Hirer reserves the right to suspend any reservation management and any performance of services in the event of refusal to authorize payment by bank card by officially accredited organizations or in the event of non-payment of any sum due under the contract.

Payments made by the Customer will only be considered final once the sums due have been effectively collected by the Hirer.

Depending on the type of service booked, the Customer can choose from the following methods of payment offering optimum security:

- a. by credit or debit card (Carte Bleue, Visa, Eurocard/Mastercard), online only,
- b. by cheque,
- c. by bank transfer (transfer charges to be paid by the Customer),
- d. by holiday vouchers
- e. in cash

## Article 5 - Rental equipment

The equipment rented (hereinafter the "Equipment") includes what is indicated in the description of the services.

In all cases, it includes:

- Boats: canoe or kayak.
- Personal protective equipment: buoyancy aids or lifejackets (which must be worn) and helmets (on request).
- The equipment needed for canoeing: paddles and watertight containers (canisters) to carry the hirer's personal belongings during the descent.

## Article 6 - Security deposit

The Hirer may request a deposit at the time of booking, the amount of which is indicated on the quote and on the description of the services.

This guarantee deposit may be retained in full or in part in the event of damage to the Equipment when it was under the Customer's responsibility (without prejudice to the possibility of requesting additional compensation, corresponding to the total amount of the damage actually suffered).

## Article 7 - Use of leased Equipment

The rental confirmation transfers custody of the rented Equipment to the Customer for the duration of the rental period. The rental period begins when the Rental Firm hands over the Rental Goods and ends when the Customer returns the Rental Goods to the Rental Firm in accordance with the contract.

The Customer undertakes to take good care of the rented Equipment and to return it in the same condition as when it was handed over by the Hirer.

In the event of damage to the Equipment, the Customer undertakes to reimburse the full amount of the damage. For information, the price of the Equipment hired is as follows:

Canoe C2 :	750€	Single paddle: €30	6L container: €30	Headset :	45€	Windcheater: €45
Kayak K2 :	750€	Double paddle: €45	26L container: €45	Boat returns :	15€	Search fee: €90
Kayak K1 :	550€	Jumpsuit: €84	55L container: €60	Buoyancy aid:	68€	

Prices include VAT.

## **Article 8 - Customer obligations**

The Customer undertakes for himself and for all the participants he represents:

- to ensure that all participants can swim 25 meters and are able to immerse themselves,
- that each participant wears a life jacket (buoyancy aid),
- that each participant wears closed shoes throughout the sailing period,
- to return to the Hirer, in their original condition, all the Equipment covered by this service,
- to have taken out a personal liability policy valid on the day of the service,
- not to have any physical or psychological contraindications to taking part in the activity, in particular not to be pregnant,
- not to sail with a child under the age of 7, not to wear boots, not to leave their nautical equipment or rubbish on the course, and not to enter private property along the course where access is not expressly authorized,
- that all participants grant a transfer of image rights in accordance with the following article,
- and more generally to comply with the safety instructions set out in Article 8, in the Safety Charter (attached) and given on site by the Hirer or his teams.

## **Article 9 - Transfer of rights**

The Hirer may take photographs or videos in which the Customer may appear.

By accepting these GCS, the Customer unreservedly authorizes the Hirer to capture his/her image and to use photographs and other still images of him/her taken during the performance of the Service.

The images may be exploited and used directly by the Hirer in any form and on any medium, worldwide, for ten years and free of charge. However, the Hirer undertakes to refrain from marketing the photographs and videos and from using them in any way likely to infringe the privacy or reputation of the Customer or participants.

## Article 10 - Reservations

Reservations can be made as follows:

- Online sales :

*The Customer selects the service(s) they are interested in and places them in their basket. They then confirm their wish to book, accept these GTC and proceed to pay online. The Customer receives a booking confirmation email.*

- Counter sales :

*The Customer goes to the location and tells the Hirer what services they wish to purchase. They then read and accept these General Terms and Conditions, which are displayed on site, and proceed with payment.*

- Distance selling :

*The Customer can book remotely, by email or by telephone.*

*The Customer indicates to the Hirer the service(s) chosen and the Hirer records the reservation in the management software and sends an email confirming the reservation. On the day of the service, on site, the Customer accepts these GCS, which are displayed on site.*

*In the event of a reservation (by any channel) by a Group, the definitive number of participants must be communicated to the Hirer no later than **8** days before the start of the Event (hereinafter referred to as "Confirmation of the number of participants").*

## Article 11 - No right of withdrawal

Article L. 221-28 of the French Consumer Code states that the right of withdrawal may not be exercised for contracts for the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities that are to be provided on a specific date or during a specific period. Article L. 221-2 of the Consumer Code also excludes this option for passenger transport and tourist packages.

The Hirer avails himself of this absence of right of withdrawal and indicates that for all services falling within the scope of article L. 221-28 or L. 221-2 of the Consumer Code, **the Customer will not have any right of withdrawal.**

## Article 12 - Safety

The Customer accepts and undertakes to respect, for himself and for all the participants for whom he books, the Safety Charter (attached).

Minors under 18 not accompanied by an adult (legal guardian) may not hire equipment. They remain under the responsibility of their parents or legal guardians, who must certify that they are able to swim at least 25 meters and are able to immerse themselves.

Canoeing is open to all children aged 7 and over, provided they can swim, immerse themselves and are comfortable in the water.

The Hirer cannot check the level of sporting ability of the participants, nor their physical or medical condition. The Customer undertakes to ensure that all participants are able to take part in the service.

Participants undertake not to have any medical contraindications to taking part in the service. Services are not recommended for pregnant women.

*ATTENTION: If a participant does not have any medical contraindications but is dependent on special medical care or treatment (asthma, diabetes, etc.) or if their state of health requires special attention (fragile joints, back problems, compulsory wearing of glasses, etc.), they must take appropriate emergency medication as recommended by their doctor and consult their doctor for advice.*

The Customer who has made the booking will be solely responsible, and undertakes to ensure that the participants making up the crew have the physical and mental prerequisites necessary for the practice of the canoe-kayak activity.

The Client and the participants undertake to comply with the safety and navigation instructions given to them by the Hirer's team during the safety briefing before the start of the service.

The Customer and participants also undertake not to perform the services under the influence of alcohol or drugs or any other substance that may impair their judgement.

The Hirer reserves the right to refuse any person who does not comply with the instructions and who could jeopardize their safety or that of others. This refusal will not give rise to any reimbursement by the Hirer.

The Hirer also reserves the right to exclude during the course of the activity any participant whose behaviour is such as to disturb the smooth running of the activity or to compromise the safety or peace of mind of other participants. In this case, the customer or participant will not be entitled to any reimbursement or compensation.

### **Article 13 - Liability**

The Hirer is insured for Professional Civil Liability for the services sold.

All participants must be covered by third-party liability insurance (and preferably personal accident insurance) with the insurance company of their choice for whitewater sports.

In the case of hire not supervised by an instructor, the Customer undertakes to ensure that all participants have sufficient knowledge and technical skills to take part in this sporting activity. In this case, the Customer and the participants practice the sport under their own responsibility and at their own risk, with the Hirer not being liable.

Given the specific nature of the aquatic environment, each participant is aware that he/she may run certain risks due to the remoteness, isolation and specific nature of the environment (particularly rivers, lakes and seas). The Hirer assumes these risks with full knowledge of the facts and must comply with the rules of caution and safety and follow the advice given by the Hirer and professionals.

The Hirer is not responsible for the loss, theft (including from vehicles) or breakage of objects (e.g. glasses, cameras, etc.) that participants may take with them during the service and that may occur during the said service.

Mobile phones, cameras and any other water-sensitive equipment or objects must be protected by a suitable waterproof cover provided by the participant. The Hirer does not guarantee the watertightness of the canisters and cannot be held responsible if the contents of the canister get wet and are damaged.

In the event of theft or damage to the equipment loaned, the participant/customer may be asked for compensation for the damage or a full refund of the equipment.

#### **Article 14 - Amendment of the contract**

Any service that is shortened or not consumed due to the Customer's fault, or that is started late due to the Customer's fault, will not entitle the Customer to any reimbursement.

The Hirer undertakes to the Customer only in respect of the services sold.

Any modification must be expressly accepted in writing by the Hirer. The modification may be subject to an additional charge, which will be announced to the Customer before proceeding.

In the event of a reservation by a Group, if the number of participants is less than the number forecast at the time of Confirmation of the number of participants, the full price of the Group initially forecast will remain applicable (100%). In the event of the Group arriving in greater numbers, the Hirer has the right to refuse to accept the unplanned participants. If customers refuse to reduce the size of their group to the size agreed at the time of Confirmation of the number of participants, the Hirer may refuse to carry out the service and the contract will be terminated to the exclusive detriment of the Customer, without any refund being made, and the full price of the service will be due.

#### **Article 15 - Termination of the contract**

##### *Article 15.1 Termination of the contract by the Customer*

No refund of the deposit or the service will be made, but the hirer will have the possibility to postpone during the season at. Special cases giving rise to full and individual reimbursement: Cases of force majeure: death, hospitalization, serious illness (on presentation of proof). Please note that for groups, only the people concerned will be reimbursed.

The cancellation date is the date on which the Hirer receives the Client's request.

## *Article 15.2. Termination of the contract by the Hirer*

The Hirer may terminate the contract at any time before the start of the service.

- Orange or red weather alert: rain, flooding; (24 hour weather forecast)
- Flood duly recorded à scale of Salavas (cf. arrêté order).

The tenant will be reimbursed in full.

The Customer may not claim any additional compensation if the cancellation is due to the impossibility of carrying out the service in optimum safety conditions (adverse weather conditions, for example) or in the event of force majeure.

### Special conditions for booking a supervised activity and a holiday

#### 1/ Registration and booking

You can obtain information and register directly at our office, 107 passage François Lecler, or contact us by e-mail at [contact@escapade-loisirs.com](mailto:contact@escapade-loisirs.com) or by telephone on +33 (0)4 75 88 07 87 during opening hours to check availability in advance. We will confirm your booking on receipt of a deposit equal to 40% of the cost of the service. The balance of the service(s) must be paid before the start of the activity.

Payment methods accepted: Credit card, cash, bank cheques, ANCV cheques, bank transfers.

For group bookings, the subscriber undertakes to inform each participant of the content of the activities and the conditions of participation.

#### 2/ Conditions of participation

Our activities are open to all, but depending on the activity and course, certain conditions must be taken into account: age limit, ability to swim, technical or physical level. To find out about these conditions, please contact us.

For canyoning and canoeing, you must be able to swim. You must not have any medical contraindications to the chosen activity (canyoning, climbing, via ferrata, adventure course).

**Please note** If you do not have any medical contraindications, but you are dependent on special medical care or treatment or your state of health requires special attention, you must inform the instructor before the start of the activity.

The instructors, with their experience and knowledge, reserve the right to interrupt their activity for any reason they see fit: dangerous behaviour, risks, objectives, etc.

Participants are responsible for their own travel costs, except where this service is mentioned in the activity description.

#### 3/ Insurance

We have civil liability insurance for our activities (each instructor also has professional civil liability cover). However, we strongly recommend that you take out individual insurance cover for damage caused or suffered in the event of incidents or accidents.

- Not directly related to the activities.
- Not resulting from a fault on the part of the monitor or a fault in the equipment.



#### 4/ Cancellations

As a result:

We reserve the right to cancel a service in the event of force majeure (weather conditions, EDF water releases, flooding, etc.) or for reasons concerning the safety of participants. In this case, no sum will be claimed from you, except if services have already been consumed.

In the event of cancellation on our part, we will, within the limits of our possibilities, offer you an alternative program, which you may or may not accept.

ONLY THE INSTRUCTOR IS AUTHORISED TO CANCEL AN ACTIVITY IN THE EVENT OF BAD WEATHER.

Your fault:

- More than 45 days before the date of the activity, 30% of the amount will be retained.
- From 45 to 31 days before the date of the activity, 50% of the amount will be retained.
- From 30 to 21 days before the activity date 75% of the amount will be retained.
- Less than 21 days before the date of the activity, 100% of the amount will be retained.

However, a refund may be made only in the event of inability to take part in the activity, on presentation of a medical certificate. This refund will only be made to the person named in the certificate.

### **Article 16 - Protection of personal data**

#### *Article 16.1. Data collected*

As part of its canoe kayak hire business, The Hirer implements and operates the processing of personal data relating to Customers and Beneficiaries.

To this end, the Hirer collects the following personal data: first name, surname, title, postal address, e-mail address, telephone number, date of birth, particulars noted in the contract, payment methods.

#### *Article 16.2. Purpose*

The collection of this personal data is essential to the performance of the contract and in the event of refusal to provide it, the Customer will be exposed to difficulties in the performance of the service which will not give rise to any liability on the part of the Hirer.

This personal data is collected for the sole purpose of managing the Hirer's Customers in connection with the conclusion of the contract and its performance, on the basis of the Customer's consent. It is only used for the purposes to which the Customer has consented.

More specifically, the purposes are as follows:

## Identification of persons using and/or booking services

- Formalizing the contractual relationship
- Performance of services booked with The Hirer
- Contract management and reservations (including canoe allocation, travel management)
- Communication to partners with a view to the provision of services by the partners concerned
- Accounting, in particular managing customer accounts and monitoring customer relations
- Processing customer management transactions
- Sales communications and canvassing, promotion.

### *Article 16.3. Persons authorized to access data*

The persons authorized to access the data collected within the Hirer are the following: the Hirer's employees and its partners involved in the services requested by the Customer, and where applicable, the Hirer's subcontracted service providers involved in the provision and/or administration of the services and who are required to intervene in this respect in the processing, it being specified that in such a case, whether it is a question of partners or subcontractors, this is carried out in compliance with the regulations in force.

### *Article 16.4. Data retention*

The personal data collected is kept for the legal retention period relating to the purpose of the processing and for a maximum of [5 years].

Personal data relating to the Customer's bank card is only kept for as long as is necessary to complete the transaction.

Personal data relating to a prospective customer who does not sign a booking contract with Le Loueur is kept for a period of 3 years from the date of collection.

The personal data required to send the newsletter is kept for as long as the Customer does not unsubscribe, when a newsletter is offered.

The Hirer implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Hirer cannot guarantee the security of the transmission or storage of information on the Internet.

The Hirer has formalized the rights and obligations of Customers and Beneficiaries with regard to the processing of their personal data in a document called the Given Name, accessible at the following address: address and on request from The Hirer.

#### *Article 16.5. Rights of the owner of the data collected*

In application of the regulations applicable to personal data, each user has the right to question, access, modify, oppose and rectify, on legitimate grounds, the collection and processing of his or her personal data. It is possible to request that this data be rectified, completed, clarified, updated or deleted.

These rights may be exercised by writing a signed letter to the data controller, in the name and e-mail address of the data controller, enclosing a copy of your identity document with your request.

The Hirer has appointed a Data Protection Officer (DPO): Jean-Pierre MONTEIX

Customers may lodge a complaint with the CNIL at any time, in accordance with the procedures set out on its website (<https://www.cnil.fr>).

#### *Article 16.6. Modification of the clause*

The Hirer reserves the right to make any changes to this personal data protection clause at any time. If a change is made to this clause on the protection of personal data, the Hirer undertakes to publish the new version on its site and will also inform users of the change by e-mail at least 15 days before the effective date.

#### *Article 16.7: Opposition to cold calling*

You have the option of registering on the telephone marketing opposition list at the following website: <http://www.bloctel.gouv.fr/>.

### **Article 17 - Insurance**

The Hirer has professional civil liability insurance covering his activity.

The Customer undertakes to hold and keep up to date their civil liability insurance to cover any damage they may cause.

### **Article 18 - Settlement of disputes**

#### *Article 18.1. Applicable law*

These general terms and conditions are governed by French law. The application of French law shall not, however, deprive the consumer Customer of the mandatory provisions of its country of residence. This applies to both substantive and formal rules.

### *Article 18.2. Mediation*

In accordance with Articles [L.616-1](#) and [R.616-1](#) of the French Consumer Code, the Hirer has set up a consumer mediation system. The mediation body chosen is: SAS CNPM - MÉDIATION - CONSOMMATION. In the event of a dispute, the consumer may file a complaint on the website:

<http://cnpm-mediation-consommation.eu>

or by post by writing to

CNPM - MÉDIATION - CONSOMMATION  
C/O Centre d'affaires Stéphanois SAS  
Immeuble L'Horizon - Esplanade de France  
3 rue J. Constant Milleret  
42000 SAINT ÉTIENNE

### *Article 18.3. Online sales*

In the event that the service has been purchased online by the Customer, the latter is hereby informed that, in accordance with Article 14.1 of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, he/she may lodge a complaint and select a dispute resolution body on the following website:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>.

### *Article 18.4. Proof*

It is expressly agreed that the data contained in the Renter's information systems have evidential value with regard to orders, requests and any other element relating to the use of the Site. They may be validly produced, in particular in court, as a means of proof in the same way as any written document.