

GENERAL CONDITIONS OF SALE 2023 NATUREVASION

1. ADMISSION

The proposed activities are open to people who have no medical contraindication to the practice of the chosen activities

Know how to ride a bike and for the canoe know how to swim.

Age limits are applicable for certain services (specified on the website)

Declare that they are insured for individual civil liability for the activities booked

2. EXCLUSION

NaturEvasion reserves the right to exclude any person Who does not respect the safety instructions specific to the activities and who does not have the required skills

Not being in a state to carry out the activities (under the influence of alcohol and/or drugs)

Not wearing sportswear adapted to the sports activities (shorts or trousers, T-shirt, closed shoes to go in the water), excluding: scarves or similar and jewellery.

Arriving late for the reserved activity.

3. REGISTRATION-RESERVATION- PURCHASE-RENTAL

The registration to one of NaturEvasion's activities is made through the booking platform or through the order form, it becomes final after :

The validation of the general terms and conditions of sale, which is done by signing the order form and by clicking on the button "I have read the general terms and conditions of sale and I accept them unconditionally" on the website www.naturevasion.com, confirms the user's approval and entails his acceptance of the said general terms and conditions of sale.

The payment of the booked activity or activities.

Failure to pay may result in the cancellation of the reservation.

4. MODIFICATION OF THE CHOSEN PROGRAMME OR THE NUMBER OF PARTICIPANTS

Any modification (number of participants, activities or routes chosen, timetables, dates) must be communicated by e-mail contact@naturevasion.com at the latest 48 hours before the planned start of the activity and subject to acceptance by NaturEvasion.

If less than 48 hours have elapsed, the amounts of the services booked shall remain due to NaturEvasion.

5. REFUNDS AND FINANCIAL ADVANTAGES

No refunds will be made in the following cases: late arrivals, early departures or unused activities.

The ANCV rates are those applied at the direct counter (on site).

6. CANCELLATION A) ONLINE BOOKING

Due to the client

Individuals and groups, cancellations must be made by e-mail contact@naturevasion.com, as soon as possible and at least 24 hours before the scheduled date of the activity (for individuals and groups of less than 12 participants if no supervision is provided) and at least 72 hours before the scheduled date of the activity if supervision is provided.

The sums paid will be retained by NaturEvasion according to the following conditions:

From 6 to 3 days before the planned date of the activity: 30% of the invoice. Less than 48 hours before the planned date and time of the activity: 70% of the invoice.

Due to the organizer: the amounts will be fully refunded without any charges.

B) SPECIFIC GROUP PROGRAMS (more than 12 participants) WITH MONITORS AND TRAVEL

Cancellations must be made by email contact@naturevasion.com, as soon as possible and at least 72 HOURS before the planned date of activity.

The sums paid will be retained by NaturEvasion according to the following conditions:

Less than 6 days before the date and time of the activity: 30% of the invoice. Less than 72 hours before the date and time of the activity: 70% of the invoice.

Due to the organize : the amounts will be refunded in full without charge.

7. PROFESSIONAL LIABILITY INSURANCE

NaturEvasion has a Professional Liability Insurance: GENERALI N°AM471201

The loss or theft of personal belongings (glasses, electronic devices and any other personal object) remain the sole responsibility of the owner and without any recourse against NaturEvasion.

EXCEPTIONAL CONDITIONS

For safety reasons such as extremely bad weather forecasts or dangerous water levels, NaturEvasion reserves the right to cancel or move the date of the activity. In the event of cancellation, any monies paid shall be refunded.

8. broken, lost or stolen equipment and security deposits

For all activities, any lost, damaged or stolen equipment will be charged to the client and must be paid for on the day according to the rates displayed at reception.

Bicycle hire is subject to the payment of a deposit according to the models and rates displayed at the reception desk.

9. DELIVERY OF EQUIPMENT

Bicycle deliveries are subject to a scale according to the quantity delivered and the number of kilometers to and from the site. Please ask for the rates at reception.

10. MISCELLANEOUS

All clothes and objects left behind during the season are available to customers until 30 September each year, after which they will no longer be available unless expressly mentioned in writing. It is the responsibility of the owners to come and collect their forgotten items.

11. GENERAL TERMS AND CONDITIONS OF SALE SPECIFIC TO BIKE HIRE

- ARTICLE 11/ A: CONTRACTUAL RELATIONS.

NATUREVASION (hereinafter "The Hirer") rents out to the contract holder (hereinafter "the User") the rented property, according to the description given on the rental contract or by booking online (hereinafter "the Contract"). This rental is governed by these general terms and conditions of sale and rental, which the User acknowledges accepting after having read them, before signing this Contract.

Clicking on the button "I have read the general terms and conditions of hire and I accept them unreservedly" on the website www.naturevasion.com, confirms the User's approval and entails his acceptance of the said general terms and conditions of sale.

- ARTICLE 11/ B: PREREQUISITES FOR THE QUALITY OF THE USER WHEN RENTING.

The User must be a natural person over 18 years of age. Children and young people under the age of 16 must be accompanied by an adult who is the User. Failing this, the prior written agreement of the legal guardian is required, who takes on the status of User. When signing the Contract, the User will be asked for a valid identity document, a copy of which will be made.

- ARTICLE 11/C: PURPOSE OF THE CONTRACT.

The rental of a bicycle with or without electrical assistance, with or without accessories, with the equipment provided by the Renter and explained

in article 4 of these rental conditions and in the Contract.

- ARTICLE 11/D: EQUIPMENT OF THE RENTED GOODS.

Each bicycle with or without electric assistance rented is equipped according to the standards in force. The goods are rented with the Renter's signage. In addition to these elements, the Hirer provides the User with a compulsory helmet for children under the age of 12, whether they are drivers or passengers, for the duration of the rental period. For children over 12 years of age, the wearing of a helmet is not compulsory for cycling, but it is strongly recommended, they are available for hire. An anti-puncture spray and an anti-theft device will be provided free of charge. In addition, the Hirer may provide a backpack, panniers or a basket.

- ARTICLE 11/E: RENTAL AND SERVICE CHARGES.

The rental rates and services applicable are those published on the website and included in the Contract. The rental price is payable in cash at the time of collection of the rented goods by credit card, cash, "holiday vouchers", or by bank transfer of the total price credited to the Renter's account at the latest at the time of collection. Payment by cheque is not accepted.

- ARTICLE 11/ F: DEPOSIT AND GUARANTEES FOR BREAKAGE AND THEFT TULIP

When the rented goods are made available, the User will present an identity document, a copy of which will be made, and a deposit, the value of which is shown in the Contract, will be requested. This deposit takes the form of a bank pre-authorisation. Upon return of the rented goods by the User, the said deposit will be cancelled, less any damage provided for in Article 11 below. The deposit does not constitute a limit of guarantee, the Hirer retaining, if necessary, the right to sue the User to obtain full compensation for his loss. The User expressly authorises the Hirer to debit any unpaid amount related to the rental from his payment method. TULIP insurance is included in the rental at the time of booking, and the User hereby accepts the TULIP insurance terms and conditions.

Definitions

Accident: Any sudden, unforeseeable event resulting from a cause external to the Insured Item, whether or not caused by the user, and suffered by the Insured Item.

Approved anti-theft device: Anti-theft device supplied by NATUREVASION.

Insured Property: The rented bicycle, the references of which appear on the Rental Contract. Breakage: the risk of material damage to the Insured Item. Breakage may be partial (when the Insured Item can be repaired) or total (when the Insured Item is irreparable).

Client: Any person renting a bicycle from NATUREVASION.

Accidental material damage: Any destruction or deterioration, total or partial, externally visible, which is detrimental to the use - in accordance with the manufacturer's standards - of the Guaranteed Good and caused by an Accident.

Guarantee: The guarantees relating to the Contract, namely Breakage and Theft.

Negligence: Failure of precaution or prudence, whether intentional or not, which caused the Loss or facilitated its occurrence.

Natural disaster phenomenon: The phenomenon caused by the abnormal intensity of a natural agent (such as flooding, landslides, mudslides, drought, earthquakes, etc.). The natural disaster phenomenon must first be recorded by an interministerial order to give entitlement to compensation, within the meaning of the Contract.

Fixed point of attachment: A fixed, immobile and immovable part, made of stone, metal or wood, attached to a solid wall or the ground, and from which the Insured Property cannot be detached even by lifting or tearing.

Loss: Event likely to implement the Guarantee.

Third Party: Any natural person other than the Client, his spouse or cohabitant, his PACS partner, his ascendants or descendants.

Wear and tear: Progressive deterioration of the Guaranteed Good as a result of use in accordance with the manufacturer's instructions for use or maintenance, which is made of it.

Value of the Property: The purchase value excluding VAT of the insured Property.

Theft: fraudulent dispossession by a Third Party of the Insured Item either by assault or by breaking and entering.

Theft by assault: Theft by means of threats or violence exercised by a Third Party; Theft by burglary: Theft by forcing or destroying :

- of any locking device of an immovable, closed and covered premises, of a dwelling, of a vehicle, - or, outside, of an approved anti-theft device linking the insured property to a fixed point of attachment.

11/F/1. Object and limits of the Guarantee

Losses occurring to the Insured Property are covered subject to the exclusions, the limits of the Guarantee and compliance with the declaration deadlines and formalities provided for by this Contract.

The object of the Guarantee

In the event of Breakage, the Insured Property will be repaired or, if it is irreparable (the cost of repair is greater than the Value of the Property), the Property will be reimbursed within the limits defined in Article 1.2 and the conditions defined in Article 4 of this Contract.

In the event of Theft, the Insured Item will be reimbursed within the limits defined in Article 1.2 and the conditions defined in Article 4 of this Contract.

Limits of the Guarantee

For the duration of the rental contract, the following is covered

In the event of breakage: 1 (one) single Claim per Insured Item within the limit of the repair bill (which cannot exceed the Value of the item) minus a deductible of 10% and a minimum of €10.

In the event of theft: 1 (one) single Claim per Insured Item within the limit of the Value of the Item after deduction of an excess of 10%.

11/F/2 Exclusions

Common exclusions, are excluded in all cases:

Losses relating to the professional use of transporting people or goods; the intentional or fraudulent act of any person other than a Third Party; Damage and theft occurring in the absence of a hazard;

Indirect damage or loss suffered by the Client during or following a Claim;

Claims arising from Negligence;

The Customer's civil liability;

Accessories that are not fixed in place (speedometer, lighting system, bicycle pump, water bottle and panniers);

Acts of war or civil war, riots, internal disturbances, acts of violence for political reasons, attacks or terrorist acts, strikes, expropriations or interventions similar to expropriations, seizures, natural disasters or nuclear energy

Exclusions specific to Theft, the following are excluded from Theft cover

Theft other than Theft by assault or break-in;

Theft by breaking and entering on the public highway of the Property not secured by an anti-theft device to a fixed point of attachment;

Theft of electric bicycle batteries not fitted with an anti-theft system integrated into the bicycle frame and fitted as standard by the manufacturer

Exclusions specific to Breakage, the following are excluded from the Breakage Guarantee

Any damage resulting from a modification or transformation of the Property;

Any damage resulting from wear and tear;

Any damage resulting from fire, natural disasters, lightning strikes or frost;

Any damage resulting from the failure of the battery of electric bicycles;

Any damage resulting from the prolonged effect of use (oxidation, corrosion, rust incrustation, soiling, scaling);

Damage that occurs during events, races or competitions;

Any damage covered by one of the legal guarantees incumbent on the manufacturer or distributor;

Any damage resulting from non-compliance with the instructions for use and maintenance contained in the manufacturer's manual;

Damage of an aesthetic nature, discoloration, pitting, stains, scratches, chips, flaking, dents, swelling or graffiti;

Costs of estimates or repairs incurred by the Customer without the agreement of [Your Company].

11/F/3 Reporting a claim and supporting documents

How to report a claim?

As soon as he is aware of a Claim, the Customer must declare it at the latest :

For the Breakage Guarantee, within 5 working days (except in the case of fortuitous events or force majeure);

For the Theft Guarantee, within 2 working days. The claim must be reported to the rental company.

What supporting documents should be provided?

The Client must provide NATUREVASION with:

In all cases:

A declaration on honour relating the exact and detailed circumstances of the Loss (in particular date, time and place of the Loss);

In the event of Theft :

a copy of the police report on which the circumstances of the Theft must be mentioned as well as the references of the Property (model/brand);

The Customer must :

In the event of theft on the public highway:

Provide the keys of the anti-theft device supplied by NATUREVASION.

In addition, the Client shall provide NATUREVASION with any document that his/her Tulip insurance company considers necessary to assess the validity of his/her claim for compensation;

11/F/4. Terms and conditions of compensation

The claim will be paid if all the supporting documents listed in Article 13/F/3 have been received and validated by NATUREVASION. If this is not the case, NATUREVASION reserves the right not to take charge of the Client's claim and to deduct it from the amount due.

11/F/5. Miscellaneous provisions

Territoriality: The Guarantee is acquired by the Client for Claims occurring in metropolitan France.

Misrepresentation: Any misrepresentation made by the Client in connection with a Claim exposes him, if his bad faith is proven, to the nullity of his contract and therefore to the loss of his right to the Guarantee.

The rates for parts and bikes in the event of damage or theft are posted at the naturevasion base and updated each year

ARTICLE 11/G: OBLIGATIONS OF THE RENTER.

The Hirer undertakes to provide the User with the property in good working order and makes available to the User the equipment necessary for his safety. He declines all responsibility in case of non-use or non-conforming use of the rented goods by the User or of those made available to him. The Hirer declares that the rented property is in conformity with the intended use and that it is without apparent damage, except those mentioned on the descriptive state of the rented property which is given to the user at the beginning of the rental. It is the responsibility of the user to have any apparent defect that is not mentioned in the description of the rented property noted before departure. In the absence of a contradictory report, the property is deemed to be free of any apparent damage, unless proven otherwise.

- ARTICLE 13/H: OBLIGATIONS OF THE USER.

The User is personally responsible for any infringement of the Highway Code as well as for any physical or material damage that he/she causes during the use of the rented property of which he/she is in charge (Articles 1383 and 1384 of the Civil Code). He must return the said goods at the end

of the rental period stipulated in the Contract and in accordance with the conditions detailed in these Rental Conditions of Use.

- ARTICLE 11/I: IMPLEMENTATION OF THE CONTRACT.

The provision and collection of the rented goods is made at the Hirer's operating base, except for Users who have opted for home delivery of the goods by the Hirer. The base is located in St Antonin du Var 93 route de Carcès. The User takes charge of the rented goods in good working order, cleanliness and battery charge as expressly noted by the parties when establishing the state of the rented goods. The User shall make any complaint to the Hirer when establishing the said condition, declaring that he/she has had all the opportunity to check the quality of the rented goods according to his/her needs. In case of failure of the rented goods or exhaustion of the battery during the rental period, the User may not claim any damages from the Hirer. Indeed, neither the recharging of the battery nor the repair of the battery following its discharge, derailment or puncture are included in the Contract.

Home delivery is made according to the conditions determined on the reservation platform and after agreement of the Hirer.

The Contract takes effect and the transfer of risks and charges on the rented goods begins at the moment of the collection of the rented goods by the User and ends with the complete return of the rented goods in accordance with the provisions detailed below. In the case of an early return, the User shall not be entitled to any reimbursement unless this return is ordered by the Hirer following weather conditions that do not allow the safe use of the bicycle. In the case of a home delivery, the transfer of risks takes place as of the delivery of the rented goods and their receipt in person by the User. It shall end upon the complete return of the rented goods in accordance with the provisions set out below.

The use of the rented goods is strictly linked to the User. Consequently, the loan or sub-rental of the rented goods or equipment is strictly forbidden.

The user certifies that he/she is medically fit and able to ride a bicycle.

The User undertakes to respect the specificities of each bike. Descending and ascending the pavements by bicycle is strictly forbidden. In all cases the User must not ride on the beach or in the water. He also undertakes not to ride in the event of a puncture.

The Hirer provides the User with information about the itineraries. However, the information given concerning the itineraries is only indicative. It may be inaccurate or modified at any time.

It is the User's responsibility to check the state of the roads, the weather, his or her cycling abilities and the practicability of the routes before using them. In this respect, the person in charge of the rental base may, depending on the weather conditions, require the User to return to the Hirer's premises or prohibit access to certain tracks. If the weather conditions are such, the rental company's premises may be closed. In case of premature return due to bad weather and under the orders of the person in charge of the rental base, a deduction will be made pro rata temporis of the duration of the rented goods.

The extension of the Contract shall be made upon the User's express request to the Hirer and must be made before the end of the rental period. The Hirer can refuse the extension without any reason.

- ARTICLE 11/J: CANCELLATION OF RESERVATION.

Up to 24 hours before the start of the rental period a confirmed reservation can be cancelled or modified free of charge. Less than 24 hours before the start of the rental period, the full price of the rental period will be charged, in accordance with the tariff in force on the day of the rental period. Any cancellation removes the right to a refund for the remaining rental period.

- ARTICLE 11/K: RESPONSIBILITY OF THE USER.

During the entire rental period and until the return of the rented goods, the User is deemed to be the guardian of the rented goods. As such, he/she is responsible for all physical or material damage suffered by him/her or caused to third parties during his/her use, whether or not he/she is the author or the user. The user is responsible for all damage to the rented goods resulting from falls, acts of vandalism, natural factors, handling, transport damage and inappropriate or improper use of the rented goods. In the event of breakage, the user must return the damaged goods in full. Damage will be invoiced at the rates in force in this Contract. However, the User shall not be held liable for the harmful consequences of defects in the rented goods or of non-apparent wear and tear unfit for the use for which they were intended, provided that proof of said defects or wear and tear can be provided by the User. In addition, in case of theft, the User

must contact the Hirer without delay, file a complaint with the authorised authorities and provide a photocopy of the complaint. In the event of theft by the User, misappropriation or any damage whatsoever resulting from non-compliance with the rules of use, the regulations in force, or the terms and conditions of this Contract, the Hirer is entitled to recourse for the entirety of the loss.

- ARTICLE 11/ L: INSURANCE.

By signing this Contract, the User expressly declares that he/she is the holder of a personal civil liability insurance policy that guarantees him/her during the use of the rented goods by him/herself and the persons for whom he/she is responsible. In addition, the User expressly declares that he/she excludes any liability of the Hirer arising from the use of the rented goods, in particular with regard to the physical, material and immaterial consequences of accidents of any kind. Finally, by signing this Contract, the User declares that he/she is fit to ride a bicycle and that he/she has no medical contraindications, and expressly disclaims any liability of the Hirer in this respect.

ARTICLE 12: CONFIDENTIALITY.

In application of the law number 78-17 of 6 January 1978 relating to files, data processing and liberties, all the information transmitted by the User to the Hirer may be subject to authorised processing with a view to subsequent operations, prospecting or statistics. This information is exclusively intended for the Hirer.

ARTICLE 13: APPLICABLE LAW AND JURISDICTION.

This Agreement is subject to French law. The competent court is that of the place of the registered office of the company NATUREVASION to which the parties attribute exclusive competence.

Naturevasion is registered at the RCS of Draguignan N° 377630082

Head office : 93 route de Carcès
83510 St Antonin du Var

Intracommunity VAT number:
FR01377630082

SIRET NUMBER : 37763008200081
N°

ARTICLES 14: CONSUMER PROTECTION

ARTICLE 14/A Disputes and consumer mediation

In the event of a dispute, consumers may call upon a consumer mediator, this recourse being free of charge for the consumer.

Contact details of the consumer mediator: Consumer mediator:
CM2C, 14 rue Saint Jean 75017
Paris <https://cm2c.net/> .

For the settlement of disputes concerning online sales, the European online dispute resolution platform should be contacted: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

ARTICLE 14/B

<https://www.bloctel.gouv.fr/> For opposition to telephone canvassing

ARTICLE 14/C Complaints

You can download a complaint form from the website in the practical information section

<https://naturevasion.com/infos-pratiques/et> and send it to us at contact@naturevasion.com

ARTICLE 14/D Right of withdrawal

The consumer cannot benefit from a right of retraction.

He can proceed to a cancellation according to the conditions stated in ARTICLE 6/A