2027 GENERAL TERMS OF SALE
and Rules & Regulations

To ensure that your holidays are as pleasant as possible and that you will be able to easily take advantage of all the Activities and Amenities offered at the Establishments during the season, we ask that you carefully read through the General Terms of Sale below.
Version in effect as of: 01/10/2026

1. GENERAL TERMS OF SALE

INTRODUCTION

The purpose of these General Terms of Sale (GTS) for the company MS Vacances is to define the rights and obligations of MS Vacances and the Client (as defined below) when making the Booking of an Accommodation or Camping pitch via the Website or by telephone with the Reservation Department: +33 (0)253 817 000 (hereinafter the **"Booking"**).
The GTS will apply to all the amenities listed in the MS Vacances catalogue, and on the Website, which can be accessed at **www.ms-vacances.com** (hereinafter the **"Website"**) and in MS Vacances communications.
The content of the catalogue and the Website are designed to provide information to MS Vacances Clients. Some of the Activities and Amenities offered may be subject to change, depending on the fill rate, and/or may only be available on certain dates during the season. MS Vacances reserves the right to make changes to the information in the catalogue and/or on the Website. Any major changes will be indicated on the Website and by means of prior written notice sent to the email address provided by the Client when making their Booking.
The applicable GTS will be the terms as published on the Website at the time of making the Booking. All Bookings made by a Client will be governed by the present GTS, the appended Rules & Regulations and the Privacy Policy, both of which are integral parts of the GTS.

1.1. DEFINITIONS

The following terms will be understood as having the below meanings when capitalised herein, whether used in singular or plural form:

- **Accommodation:** one of the forms of accommodation available at the Establishments for Clients to book, such as cottages, lodges and furnished tents;
- **Account:** the Client's personal account, created on the Website and allowing them access to the details of their Booking(s) by entering a user ID and a password;
- **Activities:** the activities on offer at the Establishment where the Client is staying, namely including sporting activities, entertainment, children's clubs, etc…;
- **Amenities:** the amenities at the Establishment where the Client is staying, namely including any bars, snack bars, restaurants, groceries, water complexes and wellness centers;
- **Booking:** when a Client books an Accommodation or Camping pitch at one of the available Establishments, either online via the Website or by telephone with the Reservation Department, as per the terms and conditions defined herein;
- **Camping pitch:** an empty pitch or one equipped with a terrace, for so-called SIGNATURE pitches, made available to the Client to set up their equipment, such as a caravan, a tent, a van or a motorhome;
- **Client:** any adult natural person making a Booking with MS Vacances for their own personal purposes;
- **Establishment:** the MS Vacances establishment chosen by the Client when making a Booking;
- **GTS:** the present General Terms of Sale;
- **MS Vacances:** the simplified joint stock company MS Vacances, located at 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France, and registered with the La Roche-sur-Yon Trade & Companies Register under the number 384 598 421;
- **Personal Data:** the Client's personal data that are collected and processed by MS Vacances when making a Booking and creating an Account, and this, under the terms and conditions as defined in the MS Vacances Privacy Policy;
- **Privacy Policy:** the privacy policy of personal information in place at MS Vacances for its Clients, which policy is an integral part of the GTS;
- **Rules & Regulations:** the rules that must be followed at the Establishments during the Client's holiday, which the Client must review before making a Booking;
- **Website:** the website published by MS Vacances, available at the following address: **www.ms-vacances.com.**

1.2. PRICES

- The applied prices will be those in effect at the time of making an option or a firm Booking.
- A holiday simulation does not guarantee either availability or the associated pricing.
- Prices are subject to change without notice.
- All prices listed are inclusive of VAT. Any changes to the VAT rate will result in a change in the pricing.

1.3. BOOKING TERMS

- All contracting parties must be at least 18 years of age, have the legal capacity to enter into a contract and not be subject to any legal protection or guardianship measure. In the event of legal protection measure, the legal representative of the protected person must contract the booking on behalf of the protected person and, where applicable, provide the contact details of the person accompanying them. In any case, MS Vacances reserves the right to require signature of a waiver binding the Client and the rest of their party to following the Rules & Regulations.
- A Client may only book holidays in their own name and on their own behalf only and must personally occupy the selected Accommodation or Camping pitch for the duration of the stay.
- The Client may make their Booking by telephone and/or via the Website, under the terms and conditions laid down below.

1.3.1. Telephone Bookings

- Clients can contact the Reservation Department on +33 (0)253 817 000 in order to get a holiday simulation for a particular Accommodation or Camping pitch, which will then be sent to the Client at the email address provided during the telephone exchange with the Reservation Department. The purpose of that holiday simulation is to inform the Client about a particular Accommodation or Camping pitch and does not entail any form of obligation towards MS Vacances on the part of the Client.
- As part of its efforts to improve the quality of its services and to train its staff, MS Vacances records telephone calls exchanged with its Clients.
Clients may object to the recording of a call by informing the agent at the beginning of the call.
The recordings are processed and retained in accordance with the applicable regulations on the protection of personal data.
Clients may exercise their rights in relation to their personal data under the conditions set out in MS Vacances' Privacy Policy.
- Clients can also contact the Reservation Department to make an option for a particular Accommodation or Camping pitch. When an option is made, MS Vacances will send the booking option, the GTS to which the Peace of Mind Guarantee terms are annexed, the Rules & Regulations and the Privacy Policy to the Client in PDF format or by post for the purpose of verifying the information relating to the option and getting their agreement. This option is only valid for the period of time indicated in the booking option, after which they will be cancelled by the Reservation Department. If the Client pays the deposit requested by MS Vacances within the allotted timeframe, using one of the payment methods listed in Article 1.6. below, the option will be converted into a Booking, effective once the Client receives a confirmation email from MS Vacances, sent to the address they provided to the Reservation Department.
- Attached to each Booking confirmation email, MS Vacances will provide the booking contract, the GTS to which the Peace of Mind Guarantee terms are annexed, the Rules & Regulations and the Privacy Policy appended, for the Client's records and so they can verify the information relating to their Booking. MS Vacances agents inform and advise Clients. They are not responsible in the event of disagreements about the booked stay. The Client's payment of the requested amounts will entail their firm and final acceptance of the Booking created by MS Vacances.
- The telephone number provided by the Client is used solely where necessary to administer and fulfil their booking, in particular to contact them in relation to it.
The Company does not carry out any commercial marketing by telephone.
In accordance with Articles L. 223-1 and L. 223-2 of the French Consumer Code, any commercial marketing by telephone is, in principle, subject to the consumer's prior consent. This rule does not prevent calls made in connection with the administration of an ongoing contract and relating to the subject matter thereof.

1.3.2. Online Bookings

- The Client can make Bookings on the Website and create an Account. The Client can simply select the Accommodation or Camping pitch of their choosing according to the availability offered by the Establishment by clicking on the "Book now" button.
- The Client then chooses one of the available payment methods and expressly access the General Terms of Sale, and then makes the payment for the amount of the deposit requested by MS Vacances. The Client will be redirected to a secure payment interface operated by MS Vacances payment service provider.
- Once the deposit has been paid, all bookings are subject to prior verification by MS Vacances. In the event of any inconsistent or manifestly incorrect information, MS Vacances reserves the right to cancel the booking and refund the Client in full for all amounts paid. The Client will then receive a Booking confirmation email from MS Vacances. At this point, the Booking is firm and final.
- In the event of payment rejection, the Booking will be put in an "Option" status until validation of the payment within the maximum deadline otherwise the stay will be cancelled: refer to Article 1.5.
- Finally, any arrival without a prior Booking will automatically entail acceptance of the GTS once the Accommodation and/or Camping pitch has been made available. The General Terms of Sale are posted at the Establishments and can be accessed on www.ms-vacances.com. A copy can also be obtained free of charge, upon request.
- MS Vacances will provide real-time information about the availability of Accommodation or Camping pitch. In the event that multiple Bookings are made for the same pitch, at the same time, MS Vacances will notify the Clients by email that the Accommodation or Camping pitch is unavailable for a certain period of time and will refund their deposit within twenty-four (24) hours business days.
- Accommodation and Camping pitch may only be booked on a strictly personal basis.
Under no circumstances may a Client sublet or transfer a Booking without the express, and prior agreement of the MS Vacances Group.
- Anyone under 18 years of age must be accompanied by their legal guardian who will be responsible for them for the full duration of their stay.
- The applicable rate is based on the person's age during their stay, not their age on the Booking date.

1.3.3. Camping pitch

- The camping price shown on the Website www.ms-vacances.com or communicated by an MS Vacances agent includes access to the Camping pitch for 2 people. Any additional campers (3rd, 4th, 5th and 6th person) will be subject to an additional charge.
- The maximum capacity is 6 people. MS Vacances reserves the right to deny access to the Establishment to holidaymakers arriving in groups larger than the listed maximum capacity, with the understanding that

each baby counts as one person for the purpose of total occupancy.
• The booking of a Camping pitch includes 2 people, the vehicle, access to the toilet and shower blocks and the installation of the equipment belonging to the Client, such as a caravan, a tent, a van, or a motorhome. Only one equipment may be installed on the Camping pitch.
• It is imperative to provide us, at the time of Booking, with the precise details of the equipment that will be installed during the stay. In the event of any missing and/or incorrect information, MS Vacances declines all responsibility in respect of the assigned pitch.
• Clients must submit any changes to the equipment indicated on the booking option and contract, to the Reservation Department, subject to availability and acceptance by the MS Vacances Group.

1.3.4. Accommodation

• MS Vacances offers a variety of Accommodations ranges for 2 to 11 people. MS Vacances will be compelled to deny access to the Establishment to holidaymakers arriving in groups larger than the listed maximum capacity, with the understanding that each baby counts as one person for the purpose of total occupancy. Failure to follow this rule will automatically entail an additional charge, to be defined by MS Vacances, and subject to its express acceptance by the Client. The installation of any additional equipment is strictly prohibited on Accommodation Bookings.
• Supporting documentation may be requested for accommodation intended for persons with reduced mobility.

1.3.5. Booking fees

• The fee for Bookings made by telephone is €15 for stays of 1 to 6 nights and €30 for 7 nights or more.
• The fee for online Bookings made on www.ms-vacances.com is €12.
• This fee is payable at the time of Booking.

1.3.6. Tourist tax and waste disposal fee

• The rate of the tourist tax is set by the municipality council of the town the Establishment is set up in, by taking into account a scale revised yearly.
The Client must pay the tourist tax based on the current rate. If the town the Establishment is set up in has opted for a fixed tourist tax, its cost is included in the rate of the Accommodation or Camping pitch.
• Each Client will be billed for a waste disposal fee at the rate of €1.20/night or €8.40/week to cover the cost of waste removal during their stay.

1.3.7. Special offers

Whether they are timeless or limited offers, all the MS Vacances special offers are non-retroactive, cannot be combined and are subject to availability at the time of Booking. They are applicable to the price of the stay exclusive of any extras, taxes and fees. Special offers are first subject to the special terms and conditions of these offers (available on www.ms-vacances.com or from MS Vacances agents) and then to the current General Terms of Sale. MS Vacances may modify, remove or reactivate these offers at any time, subject to giving Clients advance notice thereof.

1.3.8. Gift vouchers

MS Vacances gift vouchers are non-retroactive, non-refundable, cannot be combined or exchanged, and are subject to acceptance and availability at the time of Booking. Gift vouchers are valid for one use and the original voucher must be provided. Gift vouchers are first subject to their special terms and conditions, and then to the General Terms of Sale.
A Client may transfer their gift voucher if the transferee meets the same conditions as the Client (same holiday dates, same Accommodation, etc.), up to the scheduled arrival date. In this instance, the Client must necessarily inform MS Vacances of the transfer (by registered letter with acknowledgement of receipt or by email), specifying the full name and address of the transferee and of the other members of their party. A new Booking will then be established in the transferee's name. A thirty euros (€30) contrat transfer fee (inclusive of VAT) will be applied to all Booking transfers.

1.3.9. Peace of Mind Guarantee

• All Bookings made via the Website or by telephone with an MS Vacances agent will automatically be covered by the free Peace of Mind Guarantee, which provides for more flexible amendment and cancellation conditions, as shown in Appendix 1. MS Vacances does however recommend that Clients purchase the «Esprit Libre» insurance, (see Article 1.7.2.).
• This guarantee is valid for Bookings made directly with MS Vacances. Cancellation, amendment and transfer requests must be sent to the MS Vacances Reservation Department (by registered letter with acknowledgement of receipt, email or by phone). Any cancellation, amendment or transfer charges will be calculated from the date on the postmark for registered letters, or the date of receipt of the email. Refunds will be issued to the Client within a maximum of 90 days unless the Client specifies otherwise. In the event of cancellation or amendments of a Booking made with MS Vacances, the Peace of Mind Guarantee and "Esprit Libre" insurance cannot be applied cumulatively. However, in the event that the "Esprit Libre" insurance policy refuses to provide compensation, and once the insurance company has confirmed that the claim has been closed, the Client may benefit from the "Peace of Mind Guarantee". The date on which the Client initially submitted the claim to the insurance company will then be used for the purposes of applying the Peace of Mind Guarantee.
• Conditions of the Peace of Mind Guarantee are available in Appendix 1.

1.3.10. Allocation of pitch

• MS Vacances cannot guarantee any specific requests made at the time of Booking (pitch number, location, etc.) and may not be held responsible if such requests are not satisfied. No compensation for this will be owed. The pitch number will be given to the Client once the Accommodation or Camping pitch is available, on the day of the Client's arrival. Any requests approved on the day of the arrival by MS Vacances will automatically be subject to an additional charge, which will be communicated to the Client prior to their express acceptance.

1.4. ONLINE ACCESS TO THE BOOKING

Once a Booking is made, MS Vacances sends a confirmation email to the Client, as mentioned in Articles 1.3.1. and 1.3.2. above, which includes a Booking number (apart from groups Booking) attached to the surname provided by the Client when making the Booking. To view their Booking(s), the Client can either create an Account or access it without an Account.

1.4.1. Account identification and creation

• When a Client clicks on the person icon in the upper right corner of the Website, they will be asked to fill in the fields required to create an Account. By doing so, the Client guarantees the accuracy, truthfulness and consistency of the information they are providing to MS Vacances (particularly their email address and their phone number). It is therefore the Customer's responsibility to update any changes to their contact details promptly via their Account, which can be accessed through the Website, or by telephone in the case of a change to the account holder's name or email address.
• By confirming the Account creation, the Client acknowledges having reviewed and accepted the MS Vacances Privacy Policy. The Client will then receive a registration confirmation email from MS Vacances. They will then be free to update their contact information and check their Booking(s).
• MS Vacances cannot be held responsible for a Client's lack of attention when making a Booking or when changing or updating their Personal Data, or for the consequences that incorrect contact details may have on the Client's Booking(s).
• Creating an Account allows the Client to: access their Booking(s); update the information provided at the time of Account creation.

1.4.2. Access to Bookings without an Account

A Client can check their Booking(s) by clicking on the person icon in the upper right corner of the Website and then on "access your booking as a guest", and enter the Booking number provided by MS Vacances and clicking on the "Submit" button.

1.5. TERMS AND DEADLINES FOR PAYMENT

• For Bookings made more than 30 days prior to the start of the stay, a deposit of 30% of the total cost of the stay must be paid within 7 days in order to confirm the Booking definitively. This amount is calculated excluding Booking fees and the "Esprit Libre" insurance, which must be taken out and paid for, at the time of Booking.
It is hereby reminded that the balance must be paid no later than 30 days prior to the scheduled start date of the stay, without the need for any reminder from MS Vacances.
The payment methods referred to in Article 1.6. of the current GTS may be used.
• For Bookings made between 30 and 8 days prior to the start of the stay, full payment of the stay must be made within seventy-two (72) hours.
The payment methods referred to in Article 1.6. of the current GTS may be used.
• For Bookings made less than 7 days prior to arrival, full payment of the stay must be made at the time of Booking.
The payment methods referred to in Article 1.6. of the current GTS may be used.
• In the event of late payment, MS Vacances will apply fees and reserves the right to employ the means of its choice to collect the amounts outstanding. Further, if payment of the remaining balance is not received by its due date, the Client will be informed that their Booking has been cancelled. In that case, the Peace of Mind Guarantee will apply, as per Article 1.3.9. above.

1.6. METHODS OF PAYMENT AND CHARGEBACK

1.6.1. Methods of payment

Bookings made with MS Vacances may be paid by the following means, subject to compliance with the conditions and deadlines specified in point 1.5.
• Online via the MS Vacances Website: bank card, ANCV chèques-vacances connect, bank transfer (up to 9 days prior to the arrival date).
• By post: bank cheque, ANCV chèques-vacances. These payment methods may be used up to 30 days before the arrival date, with the postmark serving as proof. If an ANCV chèques-vacances is sent by post, MS Vacances strongly recommends that the Client should insure their mail for the corresponding value. MS Vacances declines all responsibility in the event of loss or theft of the Client's payment while in transit. ANCV chèques-vacances must be provided with their original stubs. The "Nom du titulaire" field must be completed, and the vouchers must all be detached from the voucher book, and not stapled or taped to anything. MS Vacances reserves the right to charge an additional €10 fee if these instructions have not been followed.
• All ANCV chèques-vacances received by MS Vacances are systematically checked using an authorised verification system, which can notably detect fraudulent or invalid ANCV chèques-vacances. Any ANCV chèques-vacances identified as fraudulent or invalid may be forwarded to ANCV for verification.
The corresponding amounts will remain payable by the Client, who must settle them using another payment method within the deadlines stipulated in the contract.
Any costs incurred by the Client in sending their ANCV chèques-vacances will not be eligible for reimbursement or compensation.
• At Reception: bank card, ANCV chèques-vacances, ANCV chèques-vacances connect, and cash. It is reminded that cash payments are accepted only within the legal limit of one thousand (1,000) euros in accordance with Article D112-3 of the French Monetary and Financial Code for any Client whose tax residence is in France. This limit is increased to fifteen thousand (15,000) euros if the Client's tax residence is outside France.
Payments made at Reception are only accepted for Bookings made on site on the day of arrival, as well as for payment of additional extras added during the stay.

1.6.2. Chargeback

In the event that the Client disputes a payment made in respect of a Booking or stay, which has resulted in a chargeback procedure being initiated with the Client's bank or payment service provider, MS Vacances reserves the right to require the Client to pay any amount contractually due in respect of the Booking, stay, late cancellation, no-show or early departure, in accordance with these General Terms and of Sale.
Where the chargeback procedure relates to an amount that remains due under these General Terms of Sale, MS Vacances may also require the Client to reimburse any fees, commissions, penalties and costs actually incurred as a result of such procedure, subject

to supporting documentation.
If the chargeback procedure takes place before the start of the stay or before the services have been fully performed, MS Vacances may suspend the Booking, refuse access to the stay or suspend the performance of the services until all amounts due have been paid in full, without prejudice, where applicable, to the cancellation of the Booking under the conditions set out in Article 1.5 of these General Terms of Sale.
These provisions shall not affect the rights to which the Client is entitled under any mandatory legal provisions applicable to payment transactions, in particular in the event of an unauthorised or incorrectly executed payment transaction.

1.7. CANCELLATIONS

1.7.1. Right of withdrawal

Please note, the Client has no right of withdrawal, in accordance with Article L221-28-12 of the French Consumer Code.

1.7.2. «Esprit Libre» insurance

MS Vacances offers an «Esprit Libre» insurance, which is optional but strongly recommended (3.9% of the total price of the stay). It covers the reimbursement of all or part of the stay, under certain conditions(1). The «Esprit Libre» insurance must be purchased and paid for, at the time of Booking.
(1) Details of the terms on **www.ms-vacances.com**

1.7.3. Late arrival, early departure, cancellation

• No late arrivals, early departures, cancellations caused by the Client, will give rise to a refund.
In the event of a late arrival, the Client must notify MS Vacances by telephone on +33 (0)253 817 000 or by email in order to retain their Accommodation or Camping pitch. The Establishment reserves the right to hire out the Accommodation or Camping pitch if it has not heard from the Client within 24 hours of the scheduled arrival date. Payments already made will not be refunded.
• Both parties reserve the right to terminate the contract between them in the event of non-compliance with the GTS and the Establishment's Rules & Regulations. If the Client violates the GTS and the Establishment's Rules & Regulations, such a breach of contract will not give rise to a refund from MS Vacances. The Client may not challenge this decision on the grounds that they failed to collect the registered letter or sign the acknowledgement of receipt. Conversely, if the Establishment violates the GTS and its own Rules & Regulations, the Client will be issued a refund for any amounts paid to the Establishment in the name of their Booking.
• Should MS Vacances need to terminate the contract binding the two parties, for its own reasons, before the Client's departure date from the Establishment, the Client will be offered a new stay, depending on availability, or a full or partial refund of the current stay. If the Client accepts that proposal, no compensation will be paid to them and, if the price of the new stay is lower than that of the initial stay, the difference will be refunded.
• Requests for cancellation must be notified to the MS Vacances Reservation Department by registered letter with acknowledgement of receipt, by email (the postmark or the date of receipt of the email serving as proof) or by telephone.

1.8. CLIENT'S STAY

1.8.1. Arrival

• MS Vacances reserves the right to verify the accuracy of the information contained in the summary of the Booking and in the other contractual documents completed and submitted by the Client. If any key information proves to be incorrect (identity, number of participants, etc.), the Establishment reserves the right to terminate the contract as of right and without any further formalities or compensation. The Client may verify the accuracy of the information contained in the summary of the Booking and in the other documents completed and communicated to them by MS Vacances. If any key in formation proves to be incorrect (length of stay, choice of Establishment, etc.), the Client should contact the Reservation Department directly, either by phone on +33 (0)253 817 000 or by email, in order to correct that information before entering into a contract with MS Vacances. If the Client only notices the incorrect information after having made a payment confirming their Booking, they can modify their Booking under the conditions laid down in Article 1.3.9.
• Camping pitches are available to Clients from 2 pm (3 pm in low season),
• Accommodations are available from 3 pm.
• A security deposit by credit card or in cash will be required from the Client (see Article 1.8.4. Security Deposits).

1.8.2. During your stay

• The Establishment will make every effort to fulfil its duty of watching over the grounds of the campsite. However, this duty is limited in respect of actions by third parties like the theft of valuables not left in one of the safes provided by the Establishment (additional option available for purchase from the Reservation Department or Reception at the beginning of the stay) or in the case of incidents falling under the Client's civil liability, including any force majeure events (fire, bad weather). All Clients must follow the Establishment's Rules & Regulations.
• The Client will be responsible for any disturbances or nuisances caused by the people staying with or visiting them.
• MS Vacances draws its Clients' attention to the fact that the Children's Clubs are open to children ages 4 and over at the time of the stay, and that no exceptions will be made to this rule. As a result, children can only be signed up if they are old enough. Registration may be declined if the quota for the child(ren)'s age range has already been met.
• The operation of MS Vacances Establishments and access to certain services, facilities, infrastructure or activities may be subject to applicable laws and regulations, as well as to decisions, measures or restrictions imposed by the competent authorities, including pursuant to orders issued by the relevant local authorities. Such measures may, in particular, result in the restriction, modification, suspension or temporary prohibition of certain services, facilities, infrastructure or activities offered within the Establishment. Where such measures are imposed on MS Vacances, their implementation shall not, in itself, give rise to any liability on the part of MS Vacances, where they result from a decision or obligation imposed by a competent authority. In such circumstances, MS Vacances will take the necessary measures to comply with its obligations and will endeavour, insofar as possible and taking into account the restrictions imposed, to minimise the impact of such measures on Clients' stays and to provide an appropriate response to the situation.
• The Establishment shall not be held responsible if WiFi is unavailable due to reasons like an outage on the public power grid, a telecommunications network outage, or loss of Internet connectivity due to the Establishment's public or private providers.
• Cheques are not accepted as payment for sundry expenses on site at the Establishment.
• Activities and services: an insufficient number of participants is valid grounds for cancellation.

1.8.3. Departure

• Camping pitches must be vacated no later than 12 pm (noon) and Accommodations no later than 10 am. In the event of failure to comply with the departure time, the Client will be charged €20 for each additional half-hour.
• Before leaving, any outstanding balance for the stay must be paid (all extras/expenditures incurred on site and not yet paid).
• Any unused credit will not be refunded or result in any kind of credit note being issued.
• On the scheduled departure date, Clients are asked to remove all their personal belongings and leave the Camping pitch or Accommodation empty. Based on the Client's selected options (end-of-stay housekeeping, rental of bed linens, etc.), cleaning instructions will be given to them at check-in (or by the Reservation Department on request), including a checklist to be completed.
• The end-of-stay housekeeping is subject to availability and must be booked at least 48 hours before departure.

1.8.4. Security Deposits

• Departure formalities are communicated to the Client in the various documents provided on arrival or may be obtained upon simple request from the Reservation Department. They are also provided upon arrival at the time of check-in.
• In the event of a failure to comply with one or more of the instructions stipulated in the departure formalities, the corresponding amounts will be invoiced and directly deducted from the security deposit. In the event of complete non-compliance with the instructions or in the case of significant damage, the entire deposit will be retained.
• Where applicable, the security deposit will be returned within a maximum period of 10 days following the Client's departure.
• Amount of the deposit for a Camping pitch:

Pitch with electricity: **€80**
Pitch with electricity + water + drainage: **€80**
SIGNATURE Pitch with equipped terrace: **€160**

• Amount of the deposit for Accommodation :
The first amount corresponds to the cleaning deposit and the second corresponds to the accommodation deposit.

Accommodation 2 people: **€135,00 + €200,00**
Accommodation 5 people without sanitary facilities: **€135,00 + €200,00**
Accommodation 4 people: **€150,00 + €200,00**
Accommodation 5 people: **€165,00 + €200,00**
Accommodation 6 people: **€210,00 + €200,00**
Accommodation 7 people: **€240,00 + €200,00**
Accommodation 4 people / 2 bathrooms: **€210,00 + €200,00**
Accommodation 5 people / 2 bathrooms **€210,00 + €200,00**
Accommodation 6 people / 2 bathrooms: **€255,00 + €200,00**
Accommodation 8 people / 2 bathrooms: **€285,00 + €200,00**
Accommodation 6+2 people / 3 bathrooms: **€375,00 + €400,00**
Accommodation 6+5 people / 4 bathrooms: **€465,00 + €400,00**

1.9. APPLICABLE LAW AND JURISDICTION

• The GTS and the Establishment's Rules & Regulations are governed by French law.
• In the event of a dispute arising in connection with the GTS and the Establishment's Rules & Regulations, their interpretation and their effects, or with any documents supplementing or amending them, the Client should contact MS Vacances in any attempt to come to an amicable solution.
• Any complaints must be lodged with the Establishment's manager, if the subject arises during the course of the stay.
• Any subsequent complaints must be sent in writing (by registered letter with acknowledgement of receipt), within 30 days of the end of the stay, to the MS Vacances Group's Client Relations Department at:

MS Vacances - Service Relation Clients
635 Chemin de la Parée
85 560 Longeville-sur-Mer – France

• In the event of any failure relating to a service provided by MS Vacances, where MS Vacances offers compensation and/or a commercial gesture which is accepted by the Client in settlement of the dispute concerned, the matter shall be deemed to be definitively resolved. The Client may not make any further claim for compensation or submit any additional complaint in respect of the same facts.
In the absence of an amicable resolution, the Client may choose to:
• Use consumer dispute mediation: In accordance with the provisions of the French Consumer Code relating to the "consumer dispute mediation process", after having first contacted MS Vacances and if the Client has not received a satisfactory response, the Client may refer the matter free of charge to a consumer mediation procedure with:
CM2C 49 rue de Ponthieu 75008 Paris - Tel.: 01 89 47 00 14 Website: www.cm2c.net/declarerunlitige.php - Email: litiges@cm2c.net.
• Or by submitting it via the online dispute resolution system available at https://consumer-redress.ec.europa.eu/index_fr, with the specification that the proposed mediation process cannot be imposed as a prerequisite to the Client bringing the matter before the competent court.
• Submit their claim to the competent French court.

1.10. LIABILITY

• The Client expressly recognises that MS Vacances may not be held liable for information provided by its partners, regardless of the medium.
• All of the photos and texts used in the catalogue, on the Website or on any other media are provided by way of illustration only and are not binding. It is possible that MS Vacances may eliminate some of the services or amenities that it offers, in which case it will notify any Clients with Bookings at the Establishment in question, in writing.
• If a Client breaks any of the rules, MS Vacances reserves the right to take any appropriate measures against them, including their ejection from the Establishment, without prejudice to any legal recourse that it may take for reparation of any damage incurred.

1.11. IMAGE RIGHTS

In the context of its activity and in order to promote its Establishments, MS Vacances may take photographs and videos within its Establishments. The Client expressly authorises MS Vacances to use the photographs and/or videos without compensation. This authorisation is granted for a period of 10 years from the date the photographs were taken. It applies only to images where the Client or those accompanying them are clearly identifiable (portraits, close-ups). Wide shots or group photos may be used freely. If the Client or one of their companions does not wish to be photographed or filmed, they must inform MS Vacances in advance, either before their stay or upon arrival at the Establishment.

APPENDIX 1
The Peace of Mind Guarantee

YOUR PEACE OF MIND IS OUR TOP PRIORITY!

You can book with total confidence because all bookings with MS Vacances automatically include the Peace of Mind Guarantee at no charge, when made via www.ms-vacances.com or by phone with our agents. For an even greater level of protection, you can take out the «Esprit Libre» insurance.

What are the conditions for cancelling or amending a booking?

1. CANCELLATION, AMENDMENT OR TRANSFER OF YOUR BOOKING (within the same Establishment):

1.1. Cancelling or amending your Booking[1]

You can change your mind at any time up to 45 days before arrival at the Camping Club!
- Bookings can be modified **FREE OF CHARGE** (within the same Establishment).
- Bookings can be cancelled for **JUST** €30.

Contract cancellation / amendment fees for a stay in an Accommodation and Camping pitch:
For your information, for bookings more than 30 days in advance, a 30% deposit is requested (excluding the booking fee and «Esprit Libre» insurance payable at the time of booking). The remaining balance must be paid no later than 30 days before the beginning of the stay.

Date of cancellation / modification	45+ days before arrival	30 to 44 days before arrival	8 to 29 days before arrival	1 to 7 days before arrival	Arrival day to **departure day**
Cancellation fees	**€30**	**20%**	**50%**	**90%**	**100%**
Modification fees (lower price)	**FREE OF CHARGE** with refund of the difference	**FREE OF CHARGE** with credit for the difference			Without refund of the difference, without credit for the difference
Modification fees (higher price)	**FREE OF CHARGE** until the day of your arrival with payment of the difference				

1.2. Transferring your Booking[2]

You wish to allow a member of your entourage to benefit from your Booking.
Up until the day of arrival, you may transfer your sales contract provided that the new contracting party fulfils exactly the same conditions as yourself (same dates of stay, same Accommodation, etc.).
The transfer of the Contract will incur a €30 contract transfer fee.

2. «ESPRIT LIBRE» INSURANCE:

For an even greater level of protection, MS Vacances offers the «Esprit Libre» insurance corresponding to 3.9% of the total amount of the stay, in addition to the Peace of Mind Guarantee. The «Esprit Libre» insurance must be selected and paid for, at the time of booking.

Why opt for the «Esprit Libre» insurance as a complement to the Peace of Mind Guarantee?
The «Esprit Libre» insurance is designed to provide guarantees for damages suffered BEFORE and DURING your stay. Because unforeseen events can happen to anyone (death, illness, hospitalisation, loss of employment, etc.), MS Vacances strongly encourages you to take out the «Esprit Libre» insurance.
Despite the flexibility of our Peace of Mind Guarantee, in some cases, depending on the date the damage is suffered, it will be more advantageous for you to make a claim under the insurance so you can hold onto your holiday budget.
For example, if you book an accommodation and need to cancel within 30 days of your arrival, you will be charged between 50% and 90% of the total price under the Peace of Mind Guarantee. The «Esprit Libre» insurance however offers protection against a wide range of incidents.

The "Esprit Libre" insurance includes the following cover:
- stay cancellation
- late arrival
- stay interruptions
- forgotten personal possessions
- cost of a replacement vehicle.

Terms and Conditions of the Peace of Mind Guarantee:

The Guarantee is valid for stays contracted with MS Vacances. The Guarantee will be interpreted firstly in accordance with its specific conditions and, subsidiarily, in accordance with the General Terms of Sale in force.
Requests for cancellation, amendment or transfer must be notified to the MS Vacances Reservation Department in writing (registered letter with acknowledgement of receipt, email, or by telephone). The date taken into account for determining the applicable cancellation, amendment or transfer fees will be the date of issue of the registered letter (postmark serving as proof) or the date of receipt of the email. Refunds will be made to the contracting party within a maximum period of 90 days, unless they otherwise specify of it in writing.
In the event of cancellation or amendment of the sales contract entered into between MS Vacances and the contracting party, the Peace of Mind Guarantee and the "Esprit Libre" insurance may not be used cumulatively. Any request for cancellation or amendment will be determined on the basis of the initial arrival date specified in the booking contract. In the case of a modification of the stay (change of dates), the initially agreed arrival date will remain the sole reference date for the application of the Peace of Mind Guarantee and the calculation of cancellation or amendment fees. Accordingly, an amendment aimed at postponing the arrival date will not have the effect of reducing or cancelling the applicable fees in the event of subsequent cancellation. Modification and contract transfer fees are payable and must be paid using a payment method accepted by MS Vacances. Under no circumstances may these fees be paid using a credit note.

(1) Cancellation or amendment of an Accommodation or Camping pitch booking at your request
In the event of total cancellation of the Booking by the contracting party, MS Vacances will refund the sums paid, after deduction of the cancellation fees in accordance with the applicable scale. Fees will be applied to the total cost of the stay and may not be less than €30.

• Cancellation fees are calculated on the total cost of the Accommodation or Camping pitch (including all participants), the extras booked, any additional services booked, plus 100% of the booking fees and the "Esprit Libre" insurance (if purchased). Fees may not be less than €30. In the event of cancellation on the day of arrival, the full cost of the stay will be invoiced.

• Amendment of the contract resulting in a lower price for an Accommodation or Camping pitch (within the same Establishment).
From 44 days prior to the stay until the day before arrival, a credit note will be issued corresponding to the difference between the total price of the new stay and the sums already paid by the Client. The credit note is non-refundable and must be used during the current season, in accordance with the conditions indicated thereon (Booking, Reception, Loc MS, MS Boutique). From 7 days prior to arrival until the day before arrival, modification will only be possible for a stay on the same dates, subject to availability.

• Cancellation of extras, for an Accommodation or Camping pitch.
From 44 days prior to the stay until the day before arrival, the cancellation of one or more extras will give rise to the issue of a non-refundable credit note. This credit note will be applicable exclusively during the initial stay and may not be transferred to another stay, nor be refunded in whole or in part.

• Amendment of the contract resulting in a higher price for an Accommodation or Camping pitch (within the same Establishment).
Any additional cost will be invoiced. From 7 days prior to arrival until the day of arrival, modification will only be possible for a stay on the same dates, subject to availability.

• Change of Accommodation after the day of arrival (from the next day of arrival), modification fees of €70 will be charged. In the event of a higher-priced stay, this modification fee will be applied in addition to the new price of the stay.

• Amendment of dates of stay.
If a special offer was in force at the time of Booking and has expired on the date of modification, it may not be applied to the new stay (pursuant to Article 1.3.7. of the GTS). A new contract will then be issued.

• Amendment of the duration of stay where the initially booked stay is shorter than 7 nights and the new duration is equal to or longer than 7 nights, the new stay must have a total value inclusive of VAT at least equivalent to that of the originally booked stay.

• Any request to transfer a Booking to another Establishment remains subject to the prior, express and written agreement of MS Vacances. MS Vacances reserves the right to refuse any transfer request, particularly in the event of operational or availability constraints. In the event of refusal, the Client remains bound by the initial Booking conditions.
In the event of agreement, the modification shall give rise to modification fees of €70, in addition to any applicable price difference for the new stay. In the event of modification leading to a lower-priced stay, the difference between the initial and the new price shall not give rise to any refund or credit note. From 7 days prior to arrival until the day of arrival, modification shall only be possible for a stay on the same dates.

(2) Transfer of a Booking
Pursuant to Article L 211-11 of the French Tourism Code, it is possible to transfer a sales contract provided that the transferee fulfils the same conditions (same dates of stay, same Accommodation, same Establishment, etc.) as the contracting party, and up until the day of arrival. MS Vacances must be informed (registered letter with acknowledgement of receipt or email), specifying the transferee's surname, first name, address and the names of participants. A new sales contract shall be issued in the name of the transferee. A €30 contract transfer fee shall be charged to the original contracting party.

2. ESTABLISHMENT RULES & REGULATIONS

INTRODUCTION

These Rules & Regulations set out the rules applicable within MS Vacances Establishments throughout the stay. They supplement the General Terms of Sale (hereinafter the "GTS"), of which they form an integral part, as well as any specific instructions applicable within each Establishment, particularly in its areas, services, facilities and infrastructures.
The Client must read these Rules & Regulations and ensure that they are complied with by all persons taking part in the stay and by any visitors they receive.

2.1. CONDITIONS OF ADMISSION AND STAY

To be allowed to enter, set up camp or stay at an Establishment, the Client will require the authorisation of the manager or their representative. Management is responsible for the proper running of the Establishment, maintaining good order and ensuring compliance with these Rules & Regulations.
Entering or staying within the Establishment implies acceptance of these Rules & Regulations and an undertaking to comply with them. No person may establish their permanent residence within the Establishment.
The wristband issued by MS Vacances must be worn throughout the stay or visit. It identifies persons authorised to stay at or visit the Establishment and enables access to the Establishment, its infrastructures, facilities and services to be controlled. The wristband must be worn visibly and presented at the request of MS Vacances staff.

2.2. POLICE FORMALITIES

• Pursuant to Article R. 814-1 et seq. of the French Code governing the Entry and Residence of Foreign Nationals and the Right of Asylum, the operator is required, upon arrival, to have each foreign-national Client complete and sign an individual card of police form. In particular, it must state: 1° surname and first name(s); 2° date and place of birth; 3° nationality; 4° usual home address. Children under the age of 15 may be included on the card of one of their parents; 5° mobile telephone number and email address; 6° date of arrival at the Establishment and intended date of departure.
• The individual card of police is retained for six (6) months.

2.3. RECEPTION AND INFORMATION

These Rules & Regulations are displayed at the entrance to the Establishment. A copy is provided free of charge to any Client who requests one. For officially classified campsites, the classification category, the designation "tourism" or "leisure", and the corresponding number of pitches are displayed in accordance with the applicable regulations.
In accordance with the regulations in force, the prices inclusive of all taxes for services sold by MS Vacances are displayed clearly and legibly at the entrance of the Establishment, are available on request at the Reception and are published on www.ms-vacances.com.

2.4. ACCOMMODATION AND CAMPING PITCHES

The Client must occupy only the Accommodation or Camping Pitch allocated to them and must comply with the instructions provided by Management or its representative.
Where necessary, particularly for safety reasons, maintenance or emergency, or in order to protect persons and property, members of the MS Vacances team are authorised to enter Accommodations.

2.5. DEPARTURE TERMS

Any Client intending to leave the Establishment before Reception opens must, no later than the day before departure, settle all extras, expenditure and Services purchased on site that remain outstanding.

2.6. NOISE AND QUIET HOURS

In order to preserve everyone's peace and quiet, all persons are asked to respect neighbouring Clients and avoid causing disturbance. Clients must avoid any noise, conversation or behaviour liable to disturb other holidaymakers. Audio equipment must be used at a reasonable volume.
Quiet hours must be observed between midnight and 7.00 a.m. During this period of time, any noise disturbance is prohibited.

2.7. PETS

Subject to the conditions specific to the Establishment and the category of Accommodation selected, pets may be admitted upon payment of the applicable fee, limited to one (1) pet per Accommodation or Camping Pitch. The animal's vaccination record may be requested on arrival or at any time during the stay.
Category 1 dogs classified as "attack dogs" and Category 2 dogs classified as "guard and defence dogs" are not permitted within the Establishments, in accordance with the rules applicable within MS Vacances and subject to the statutory provisions in force.
Animals must be kept on a lead and are not allowed to roam freely. They must not be left alone, or even locked inside Accommodation, in the absence of their owner. The Client remains responsible for their animal and must take all necessary measures to prevent nuisance, damage and any risk to persons or property.
Animal waste must be picked up immediately. Any intervention made necessary by a Client's failure to comply, particularly in the event of repeated barking, animal waste not being picked up or specific cleaning being required, may be charged at a flat rate of one hundred euros (€100) including VAT, without prejudice to the invoicing of any additional duly evidenced damage.
Guide dogs for blind or visually impaired persons and assistance dogs accompanying persons with disabilities are admitted to the Establishment in accordance with the regulations in force, with no additional charge. Evidence confirming the animal's status as a guide dog or assistance dog will be required.

2.8. VISITORS

All visitors must report to Reception and obtain the prior authorisation of Management or its representative before entering the Establishment.
The Client is responsible for any visitors they receive and must ensure that those visitors comply with these Rules & Regulations. Visitor access is subject to payment of an admission fee, the amount of which is displayed at the entrance to the Establishment or provided on request by Reception or the Reservation Department.
Visitors' vehicles are not permitted within the Establishment. Where the presence of visitors results in the maximum occupancy of the Accommodation or Camping Pitch being exceeded, those visitors will not be permitted to access the aquatic area. Children's and teenagers' clubs, as well as any Service identified as being reserved for Clients staying at the Establishment, are not available to visitors. The number of visitors admitted in excess of the maximum occupancy of the Accommodation or Camping Pitch is limited to four (4) persons.

2.9. TRAFFIC AND PARKING

The speed limit throughout the Establishment is 10 km/h. Vehicles may circulate between 7.00 a.m. and midnight. Only vehicles belonging to Clients staying at the Establishment are permitted, within the limits specified in the Booking.
One (1) vehicle per stay is authorised to enter the Establishment. For Accommodation with four (4) or five (5) bedrooms, two (2) vehicles may be authorised. Any exception remains subject to Management's prior approval.
Parking is permitted only on the allocated pitch or in a space designated by the Establishment. If no space is available nearby, the vehicle must be parked in one of the communal car parks provided for this purpose, including those located at the entrance. Parking must not obstruct traffic or prevent newly arriving Clients from setting up.
The barriers are closed between midnight and 7.00 a.m. It is prohibited to force or operate them without authorisation, to follow another vehicle in order to enter or leave, or to allow another vehicle access outside the prescribed procedures.
MS Vacances implements the measures reasonably necessary for the general supervision of the Establishment. Clients remain responsible for taking the necessary precautions to protect all their means of transport, whether motorised or otherwise, and any property left in or on them.

2.10. UPKEEP AND APPEARANCE OF FACILITIES

Any act liable to adversely affect the cleanliness, hygiene or good condition of the Establishment and its facilities is prohibited.
Waste water must not be discharged onto the ground or into gutters. Waste water must be emptied into the facilities provided for this purpose. Household waste, refuse, paper and other rubbish must be placed in the bins, containers or other receptacles provided. Washing is prohibited outside the sinks or areas specifically provided for this purpose.
Trees, planting and floral decorations must be respected. Trees must not be used as supports, including for hanging, suspending or attaching laundry, objects or equipment; nails must not be driven into them; branches must not be cut; and no planting may be carried out. It is also prohibited to mark out a pitch using personal means or to dig into the ground.
Any damage caused to vegetation, fencing, grounds or facilities within the Establishment shall be charged to the responsible Client, without prejudice to any other measure provided for under the GTS or these Rules & Regulations. The Camping Pitch or Accommodation must be kept in, and returned in, the condition in which the Client found it on arrival.
Appropriate attire suitable for communal areas is required within the Establishment. In particular, a top must be worn in catering areas and during evening events, shows and entertainment.

2.11. SMOKING AND VAPING

Smoking and vaping are prohibited inside Accommodation and in the Establishment's indoor communal areas. This prohibition is a rule applicable throughout MS Vacances Establishments in order to preserve safety, Client comfort and the quality of the Accommodation.
Outdoors, cigarette ends must be fully extinguished and placed only in the ashtrays or receptacles provided. Under no circumstances may they be thrown on the ground, into vegetation or in any other area of the Establishment.

2.12. ELECTRICAL APPLIANCES AND VEHICLE CHARGING

It is prohibited to connect a barbecue, electric plancha/griddle, radiators or portable heaters, mobile air-conditioning units, non-compliant extension leads, multi-socket adaptors or plug adaptors, or any other unauthorised appliance, to the electrical installations of the Establishment, Accommodations or Camping Pitches.
Electric or hybrid vehicles may be charged only at the charging points provided for this purpose and in accordance with the applicable conditions and rates.
It is prohibited to use any other electrical installation within the Establishment for vehicle charging, particularly electrical sockets in Accommodations or on Camping Pitches.

2.13. AQUATIC AREAS AND SWIMWEAR

Within the aquatic area, the use of slides, games and other facilities is subject to specific rules and instructions. Each user is required to familiarise themselves with and comply with these rules and instructions.
Access to the Zen pools is strictly reserved for persons aged over eighteen (18).
For hygiene and safety reasons, swimming shorts, wetsuits and any similar clothing are prohibited when swimming. No exemption may be granted. Swimming shorts may be worn on poolside areas when out of the water. Lycra UV-protection swim tops are permitted for children up to and including six (6) years of age.
Any person under the age of eighteen (18) remains under the responsibility and supervision of their parents or legal guardians.

2.14. SAFETY

2.14.1. Fire

Open fires, particularly wood or charcoal fires, are strictly prohibited. Permitted camping stoves and appliances must be maintained in good working order and used in accordance with the manufacturer's instructions, without creating a danger to persons, property or vegetation.
The use of any equipment liable to present a fire risk remains subject to the statutory and regulatory provisions in force, particularly any prefectural orders applicable in the French department in which the Establishment is located. Depending on the level of risk, these provisions may lead MS Vacances to temporarily restrict or prohibit the use of certain appliances or equipment.
In the event of a fire or outbreak of fire, any person must immediately alert Management or the emergency services and follow the instructions given. Fire extinguishers may be used where necessary. A first-aid kit is available at Reception and at the aquatic area lifeguard station. In the event of an evacuation, all persons present must follow the evacuation plan and the instructions given by MS Vacances staff.

2.14.2. Theft and personal belongings

MS Vacances will make every effort to fulfil its duty of watching over the grounds of the campsite. This duty is limited in particular by the acts of third parties in the event of theft within the Establishment during the stay. Only property kept in rented safes is covered by the Establishment. Clients are advised to take the usual precautions to safeguard their belongings. Safes are available to rent, subject to availability. They may be booked through the Reservation Department or directly at the Establishment Reception.

2.14.3. Evacuation

In the event of an alert or where an evacuation is ordered, every person present within the Establishment must immediately discontinue their activity, remain calm and follow the instructions given by MS Vacances staff or the emergency services.
Evacuated persons must follow the routes indicated on the evacuation plan and proceed to the designated assembly point without obstructing access routes reserved for the emergency services. They must remain there until further instructions are given. Unless instructed otherwise, it is prohibited to return to an Accommodation or to an evacuated area, including to get back personal belongings, a vehicle or any other property. Return to an Establishment is permitted only once authorised by Management or the emergency services.

2.15. MINORS, GAMES AND ACTIVITIES

Any person under the age of eighteen (18) remains under the responsibility and supervision of their parents or legal guardians throughout the stay.
No violent or dangerous game, or any game liable to disturb other holidaymakers, may be organised within the Establishment.

2.16. STORAGE

No unoccupied equipment may be left within the Establishment without Management's prior approval and outside the area expressly designated for that purpose. A charge may apply for this service.

2.17. VIOLATIONS OF THE RULES & REGULATIONS

In the event of serious or repeated violations of the Rules & Regulations, MS Vacances may remind the Client of the applicable rules and require the violation identified to cease immediately.
In the event of a serious or repeated violation, and after formal notice to comply where circumstances allow it, MS Vacances reserves the right to take any necessary measure, including terminating the contract and requiring the Client and all persons taking part in their stay to leave the Establishment, under the conditions set out in the GTS and these Rules & Regulations.
In the event of a criminal offence, danger to persons or property, or where the circumstances otherwise justify it, MS Vacances may call upon the police or competent emergency services.

LEGAL INFORMATION

MS Vacances, a French simplified joint-stock company (société par actions simplifiée) with share capital of €23,984, registered with the La Roche-sur-Yon Trade and Companies Register under number 384 598 421, whose registered office is located at 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France - APE code 64.20Z.

PRIVACY POLICY
of personal informations

MS Vacances, a simplified joint stock company registered with the La Roche-sur-Yon Trade and Companies Register under number 384 598 421, with head offices located at 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France, places a priority on protecting Personal Data.
MS Vacances is particularly attentive to compliance with the applicable privacy protection and personal data processing provisions of the EU General Data Protection Regulation (GDPR) and the French Data Protection Act no. 78-17 of 6 January 1978.
The purpose of this Privacy Policy is to inform Data Subjects of the existence of the Processing set up by MS Vacances in its capacity as Controller and the methods used for that Processing.

1. DEFINITIONS

The following terms will be understood as having the below meanings when capitalized herein, whether used in singular or plural form:
Account: a personal account (as defined by the GTS) created by a Customer on the Website ;
App: the application made by Cool'n Camp for MS Vacances Customers who want to take advantage of available concierge services during their stay ;
Controller: the natural person or legal entity that determines the purposes of and methods used by the Processing ;
Customer: any adult natural person making a booking with MS Vacances for their own personal purposes, under the terms and conditions laid down in the GTS ;
Data subject: a natural person whose Personal Data are processed by MS Vacances, corresponding to the definition of the term "User" below ;
Device: the hardware (computer, tablet, smartphone, telephone, etc.) used by the Data Subject to view or display the Website and/or any other digital media published by a third party ;
ESC / Municipal Partnership: a partnership between a public or private legal entity and MS Vacances, allowing that entity to make bookings via the dedicated "ESC / municipal partnership" section of the Website ;
GTS: the General Terms of Sale, available on the Website ;
Intermediate Archiving: the relocation of Personal Data that continue to be of administrative interest (for example, in the event of a dispute) and/or that are legally required to be retained, to a separate database that is logically or physically segregated and, in either case, to which access is limited. This archive is an intermediate step before the deletion or anonymization of the concerned Personal Data ;
Lease Agreement: a contract signed by a site manager and a Lessee for the lease of a pitch, under the terms and conditions set forth therein ;
Lessee: any adult natural person entering into a lease with the site manager, for their own personal purposes, the terms of which are defined in their Lease Agreement ;
MS Vacances: the company referenced in the legal notice which is available on the Website, acting in the capacity of Controller;
Personnal Data: personal data relating to a Data Subject (as defined by the Personal Data Regulation) which are collected and processed by MS Vacances ;
Personnal Data Regulation: the French Data Protection Act no. 78-17 of 6 January 1978, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ;
Privacy Policy: this data protection and privacy policy applicable to Data Subjects, which has been implemented by MS Vacances and which forms an integral part of the GTS and the Lease Agreement ;
Processing: any Processing operation or set of operations carried out by MS Vacances in its capacity as Controller, using the Personal Data collected via the Website or directly by MS Vacances ;
Special rights: the rights granted to Data Subjects by the Personal Data Regulation, as concerns the Processing of their Personal Data.
User: any user visiting the Website, including current and prospective Customers and Lessees.
Website: the Website that is available at the URL https://www.ms-vacances.com, on which this Privacy Policy is hosted. .

2. PERSONAL DATA PROCESSING

MS Vacances uses Personal Data to provide access to the Website, use thereof and any enhancements thereto and, generally speaking, in connection with the Data Subjects' relations with MS Vacances, for the purposes of:
• Account creation and management: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are retained for a period of three years following the date of the last contact with the Data Subject in question;
• Operations relating to the business relationship between MS Vacances and the Data Subjects as concerns invoicing and accounting: this Processing is based on the contractual execution of the GTS with the Customers or execution of the Lease Agreement with the Lessees, for which the Personal Data are kept throughout the financial year and then stored in Intermediate Archiving for a period of 10 years from close of the financial year;
• Commercial communications operations, namely carried out by electronic means, such as sending the MS Vacances newsletter to the Users (which may contain information about the latest news from the company) or organizing contests, on condition that the User has ticked the relevant box: this Processing is based on the Data Subjects' consent, for which the Personal Data are kept for a period of three years from the date of the last contact with the Data Subject in question;
• Commercial communications operations carried out by post (by sending greeting cards to Customers in order to maintain their connection with MS Vacances) or by telephone: this Processing is based on the legitimate interest of the Data Subjects, for which the Personal Data are retained for a period of three years from the date of the last contact with the Data Subject in question;
• Contest organization: this Processing is based on the contractual execution of the relevant contest rules, for which the Personal Data are stored in an active database for the duration of the contest in question and then transferred to Intermediate Archiving for a period of five years from the date of the last contact with the Data Subject in question;
• Monitoring of Customer / Lessee relations, namely including complaint management: this Processing is based on the contractual execution of the GTS / Lease Agreement, for which the Personal Data are stored in an active database for the duration of the contract and then transferred to Intermediate Archiving for a period of five years;
• Supervision of children ages 4 to 17 who are enrolled in MS Vacances kids' clubs and their diets (with the specification that the optional collection of sensitive data like data relating to allergies or health information requires the prior consent of the concerned minor's legal guardians to the Processing of the child's health data): this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are kept throughout the concerned Data Subjects' time at the MS Vacances site;
• Use of the Website: this Processing is based on the legitimate interest of MS Vacances in allowing Users to browse the Website, for which the Personal Data are kept for the duration of the visit to the Website;
• Production of commercial statistics, analyses and marketing tools (particularly ratings, scores, etc.): this Processing is based on the Data Subjects' consent, for which the Personal Data are retained for a period of 13 months;
• Management of requests to exercise any Special Rights under the terms and conditions of Article 9 ("Special Rights") below: this Processing is based on a legal obligation of MS Vacances, for which the Personal Data are stored in an active database for the duration of handling of the request and then transferred to Intermediate Archiving for a period of five years;
• Management of disputes and Lessees' outstanding balances: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are stored in an active database until the issue is resolved and then transferred to Intermediate Archiving for a period of five years;
• Fraud prevention: this Processing is based on the legitimate interest of MS Vacances, for which the Personal Data are retained for a period of six years;
• Management of police forms: this Processing is based on a legal obligation of MS Vacances under Article R611-42 of the French Code for Entry and Residence of Foreigners and Right of Asylum, for which the Personal Data are kept for a period of six months;
• Recruitment management via the "Job offers" section of the Website: this Processing is based on pre-contractual measures, for which the Personal Data are stored throughout the hiring process;
• Retention of job applications: this Processing is based on the applicants' consent to MS Vacances retaining their applications so they may be recontacted at a later date, for which the Personal Data are kept for a period of one year;
• Management of the "ESC / municipal partnership" section of the Website where partners can make bookings: this Processing is based on the contractual execution of the partnership between MS Vacances and the concerned Economic and Social Committee or municipality, for which the Personal Data are retained for the duration of the partnership agreement and then transferred to Intermediate Archiving for a period of five years.
If, at the time of registration, a Data Subject ticks the relevant box, MS Vacances may use their data to communicate with them, namely by email and text message.
This Processing is performed in accordance with the Personal Data Regulation.
Each User is asked to review this Privacy Policy, which is available on the Website or by request sent to MS Vacances at the following email address: rgpd@ms-vacances.com.

3. PERSONAL DATA COLLECTION

MS Vacances collects the following categories of Personal Data when Data Subjects browse the Website, create an Account, add more information to that Account or enter into telephone, email or in-person discussions with MS Vacances:
• Identification data: full name, date of birth, postal address, email address, telephone number and vehicle number (attached to a booking for parking purposes);
• Professional information: CVs and cover letters submitted by job applicants via the "Job offers" section of the Website;
• Economic and financial information: bank details, invoicing data and references to the insurance policies taken out by Customers and Lessees;
• Log-in data: the identifiers and passwords (not stored in clear text) that Users use to access their Accounts on the Website;
• Browsing data: date, time, IP address and pages viewed by a Data Subject when visiting the Website.
Essential information is indicated by an asterisk (*) on MS Vacances forms. Anyone who chooses not to provide this required information will not be able to

access all the MS Vacances services.
MS Vacances collects the Personal Data entered when making a booking on the Website or communicated by telephone, email or in person to any MS Vacances establishments. To that end, MS Vacances processes the Personal Data of the person providing the information as well as the full names and dates of birth of the other people in their party (including any children).

4. PERSONAL DATA STORAGE

The Website is hosted by the company whose contact details are provided in the Legal Notice.
Every precaution is taken to store the Data Subjects' Personal Data in a secure environment and to prevent them from being altered, damaged or accessible by any unauthorized third parties. The information provided by a Data Subject will never be transmitted to third parties for commercial purposes, nor will it be sold or exchanged.

5. RECIPIENTS OR CATEGORIES OF RECIPIENTS

As part of its business operations, MS Vacances may make use of processors commissioned to provide certain services on its behalf. Consequently, some Personal Data may be transmitted to them. However, these processors are not permitted to use the Personal Data for purposes other than those requested by MS Vacances.
The Personal Data gathered by MS Vacances are reserved for the exclusive use of the latter and for processors that are responsible for:
- Hosting the Website;
- Developing and maintaining the Website;
- Providing the database of Customers and Lessees;
- Providing the App;
- Making telephone calls to Users.

As Controller, MS Vacances will refrain from transferring any Personal Data outside the European Union. Should any Personal Data be the subject of such a transfer, MS Vacances will implement appropriate safeguards, in accordance with the GDPR, and will in particular implement the current versions of the standard contractual clauses adopted by the European Commission.

Personal Data recipient	Nature of the transferred Personal Data	Purpose of the transfer	Location of the Personal Data	Level of protection offered by the country or exception provided by the Personal Data Regulation
COOL N'CAMP	Identification data Booking information	Use of the App	App hosted on Amazon Web Services servers located in the European Union Notifications sent by the company Firebase Cloud Messaging (located in the United States – Google) . No personal data is transferred through Firebase Cloud Messaging servers; only technical data is processed.	Adequate (including for Personal Data transfers to the USA)
OVH	All Personal Data processed via the Website	Hosting of the Website	France	Adequate
SEPTEO	All Personal Data processed via the Website	Tracking of Customers and Lessees via a dedicated database	Ireland	Adequate
PERFORMANCE AGENCY	All Personal Data processed via the Website	Website development and maintenance	France	Adequate
ADICTIZ	All Personal Data processed via the Website	Organization of contests	European Union	Adequate

6. HYPERLINKS

From the Website, Users can navigate to other websites (such as TripAdvisor) and social media (Facebook, Instagram and YouTube) by means of hyperlinks. If a User decides to click on one of those hyperlinks, they will leave the Website. MS Vacances recommends that Users should review the privacy policy of the other website or social media so they can see how it may use and share their data.
When Users register for or log into MS Vacances services on social media, MS Vacances may collect their Personal Data in accordance with this Privacy Policy.

7. RESPECT FOR DATA SECURITY AND CONFIDENTIALITY

Pursuant to the Personal Data Regulation, MS Vacances takes all appropriate technical, physical and organizational measures in view of the nature of the data and the risks posed by their Processing, so as to preserve the security and confidentiality of the Users' Personal Data, namely by preventing them from being altered, damaged or accessible by unauthorized third parties.

8. ONLINE TRANSACTION SECURITY

In accordance with the GTS, the Website uses the secure payment interface provided by its online payment service provider (Lyra Collect) to secure its Customers' bank transactions.
As a result, when a Customer makes a payment on the Website, their details are transmitted in encrypted form to Lyra Collect, without MS Vacances having any access thereto.
MS Vacances does not collect the full number of the Customer's credit/debit card or its security code.
Any Data Subjects wishing to exercise the rights identified in Article 9 ("Special Rights") in relation to their credit/debit card information should contact Lyra Collect directly.

9. SPECIAL RIGHTS

Pursuant to the Personal Data Regulation, Data Subjects may exercise the following Special Rights at any time:
- Right of access;
- Right to rectification;
- Right to erasure;
- Right to restriction;
- Right to data portability;
- Right to object;
- Directives in the event of their death.

9.1. Right of access

A Data Subject may obtain from MS Vacances confirmation as to whether or not Personal Data concerning them are being processed and, where that is the case, access to the Personal Data and the following information:
a) The purposes of the Processing;
b) The categories of Personal Data concerned;
c) The recipients or categories of recipients to whom the Personal Data have been or will be disclosed;
d) Where possible, the envisaged period for which the Personal Data will be stored or, if not possible, the criteria used to determine that period;
e) The existence of the right to request from MS Vacances rectification or erasure of Personal Data or restriction of Processing of Personal Data concerning the Data Subject or to object to such Processing;
f) The right to lodge a complaint with the CNIL (French Data Protection Authority);
g) Where the Personal Data are not collected from the Data Subject, any available information as to their source;
h) The existence of automated decision-making, including profiling, and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the Data Subject.
Where Personal Data are transferred to a third country or to an international organization, the Data Subject shall have the right to be informed of the appropriate safeguards relating to the transfer.
MS Vacances will provide a copy of the Personal Data undergoing Processing.
For any further copies requested by the Data Subject, MS Vacances may charge a reasonable fee based on administrative costs.
Where the Data Subject makes the request by electronic means, and unless otherwise requested by the Data Subject, the information shall be provided in a commonly used electronic form.
The Data Subject's right to obtain a copy of their Personal Data shall not adversely affect the rights and freedoms of others.

9.2. Right to rectification

The Data Subject may obtain from MS Vacances without undue delay the rectification of inaccurate Personal Data concerning them. The Data Subject also has the right to have incomplete Personal Data completed, including by means of providing a supplementary statement.

9.3. Right to erasure

The Data Subject has the right to obtain from MS Vacances the erasure of Personal Data concerning them without undue delay where one of the following grounds applies:
(a) The Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by MS Vacances;
(b) The Data Subject withdraws consent on which the Processing of their Personal Data is based, and where there is no other legal ground for the Processing;
(c) The Data Subject exercises their right to object under the conditions reproduced below, and there are no overriding legitimate grounds for the Processing;
(d) The Personal Data have been unlawfully processed;
(e) The Personal Data have to be erased for compliance with a legal obligation;
(f) The Personal Data were collected from a child.

9.4. Right to restriction

The Data Subject has the right to obtain from MS Vacances restriction of Processing of Personal Data concerning them where one of the following grounds applies:
(a) MS Vacances verifies the accuracy of the Personal Data after the Data Subject contests the accuracy of the Personal Data;
(b) The Processing is unlawful and the Data Subject opposes the erasure of the Personal Data and requests the restriction of their use instead;
(c) MS Vacances no longer needs the Personal Data for the purposes of the Processing, but they are required by the Data Subject for the establishment, exercise or defence of legal claims;
(d) The Data Subject has objected to Processing under the conditions reproduced below, and MS Vacances verifies whether its legitimate grounds override those of the Data Subject.

9.5. Right to data portability

The Data Subject may receive from MS Vacances the Personal Data concerning them, in a structured, commonly used and machine-readable format where:
(a) The Processing is based on consent or on a contract; and
(b) The Processing is carried out by automated means.
In exercising their right to data portability, the Data Subject has the right to have the Personal Data transmitted directly from MS Vacances to another controller designated by the Data Subject, where technically feasible.
The Data Subject's right to data portability shall not adversely affect the rights and freedoms of others.

9.6. Right to object

The Data Subject may object, on grounds relating to their particular situation, at any time to Processing of Personal Data concerning them which is based on the legitimate interest of MS Vacances. MS Vacances shall no longer process the Personal Data unless it demonstrates compelling legitimate grounds for the Processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal claims.

9.7. Directives in the event of death

The Data Subject may provide directives to MS Vacances in respect of the storage, erasure and disclosure of their Personal Data after their death, which directives can also be registered with a "certified trusted digital partner". These directives, which are akin to a "digital will", may designate a person responsible for their execution. Failing that, the Data Subject's heirs will be designated for that purpose.
In the absence of any directives, the Data Subject's heirs may contact MS Vacances in order to:

- Access the Personal Data Processing they need for the "organization and settlement of the deceased's estate";
- Receive the transmission of "digital assets" or "data that may be considered family souvenirs to which the heirs may be entitled";
- Close the Data Subject's Account on the Website and object to the ongoing Processing of their Personal Data.

In any case, the Data Subject may inform MS Vacances at any time that they do not wish their Personal Data to be shared with a third party in the event of their death.

10. EXERCISE OF SPECIAL RIGHTS

These rights may be exercised at any time by contacting MS Vacances:

- By email sent to rgpd@ms-vacances.com;
- By post sent to MS Vacances - RGPD, 635 Chemin de la Parée, 85560 Longeville-sur-Mer, France.

For the fulfilment of requests to exercise these rights under the conditions set forth above, and in the event that MS Vacances has any doubts concerning the person making the request, MS Vacances may ask that the latter provide proof of their identity by communicating their full name and email address, accompanied by a copy of their valid official identification.
A response will be sent to the Data Subject within one month of the date of receipt of the request.
As needed according to the complexity and/or the number of requests, MS Vacances may extend that timeframe by two months, in which case it will so notify the Data Subject.
In the case of a request from a Data Subject to delete their Personal Data and/or in the case of exercise of their right to erasure, MS Vacances may still keep those Personal Data via Intermediate Archiving, for the duration needed to satisfy its legal obligations or for evidential purposes during the applicable limitation period.
The Data Subject may also lodge a complaint with the competent supervisory authority (the CNIL).

11. PASSWORD SECURITY

MS Vacances takes every precaution to ensure that Data Subjects' passwords are stored securely.
However, the security of a password also depends on its construction.
As a reminder to Data Subjects, for a password to be valid, it must contain at least eight characters, with at least three of the following four types of characters: uppercase letters, lowercase letters, numbers and special characters.
Mnemonic techniques like these can be used to create complex passwords:

- Use the first letters of each word in a sentence and common abbreviations for words; for example, "Passwords should be easy to remember!" could become Psbez2r! as a password;
- Use a capital letter for nouns (like "Password");
- Keep any punctuation (like !);
- Express numbers and words that sound like numbers as digits from 0 to 9 (like to -> 2).

Version in effect as from 01/10/26.