

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – Recitals

Article 1.1 Description of the seller

Registered office: Duluc William

Trade name: Animation Vézère Canoë Kayak (A.V.C.K.)

Head office: 3 chemin Castel Girou, 24620 les Eyzies

Place of operation: le Téoulet, pont des Eyzies, 24620 les Eyzies

Siret: 503 951 352 00015

Telephone: 05 53 06 92 92

Email: avck@vezere-canoe.com

Legal representative: William Duluc

Hereinafter referred to as "the Company"

Section 1.2 Purpose

The purpose of these general terms and conditions is to define the rights and obligations of the parties in the context of the hiring out of canoes/kayaks by the Company to any person having the power to contract (*hereinafter referred to as "the Customer(s)"*), whether this person is an individual or a professional as defined by the French Consumer Code.

Section 1.3. Definitions

Customer: natural or legal person contracting with the Company under these general terms and conditions of sale. The Customer must be over 18 of age and have the legal power to contract.

Group: a group of ten or more people included in a single booking made by a person representing them.

Participant: any person participating in the service, even if he/she has not directly contracted with the Company.

Service: hire of canoe or kayak or stand-up-paddle (SUP) and possibly an ancillary shuttle service.

Online contract: contract concluded in the context of the purchase of services on the Company's website at the following address: www.vezere-canoe.com

Distance contract: any contract entered into within the framework of an organised system for the remote sale or provision of services, without the simultaneous physical presence of the professional and the consumer, exclusively via one or more means of distance communication, not including the website, until the contract/estimate is signed.

Article 2 – Content and scope of application

These general terms and conditions of sale apply automatically to all services sold or offered for sale by the Company.

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

Any order or purchase implies the unconditional acceptance of these general conditions of sale which prevail over all other conditions, with the exception of those which have been expressly accepted by the Company and appear on the signed reservation/quote contract.

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

Article 3 – Pre-contractual information

The Customer acknowledges having received, prior to placing his/her order and/or signing the contract/estimate, a legible and comprehensible copy of these general and special terms and conditions of sale and all the information listed in Article L. 221-5 of the French Consumer Code, if he/she is an individual consumer.

Article 4 – Price

Section 4.1. Final price and additional taxes

The price of the hire is stated in euros per boat, and includes tax. It may be stated as a flat rate for groups. It may be calculated on the basis of the number of participants.

The price includes the elements indicated on the signed contract/estimate.

Unless otherwise stated in the description of the service and in the contract/quote, the price does not include transport to the place of service, accommodation and subsistence costs, meals and drinks, expenses to be paid on place, as well as any service or service not expressly mentioned in the description of the service.

Section 4.2. Payment terms

The Customer guarantees to the Company that he/she has the necessary authorisations to use the payment method he/she chose when confirming the contract/signing the estimate. The Company reserves the right to suspend the booking management and performance of services if an officially accredited body refuses to authorise a credit card payment or the amount due under the contract remains unpaid.

Payments made by the Customer shall only be considered final after actual receipt of the sums due by the Company.

Depending on the type of service booked, the Customer has a choice of payment methods offering optimal security, as follows:

- a. by credit card (credit card, Visa card), online only,
- b. by bank cheque,
- c. by bank transfer (transfer fee payable by by the Customer),
- d. by ANCV or ANCV Connect holiday vouchers,
- e. in cash

Article 5 – Equipment leased

The equipment leased (hereinafter the "Equipment") includes what is indicated in the description of the services. It includes, in all cases: a watercraft (canoe, kayak or SUP), a buoyancy vest per person, a paddle per person, a closable container or bag per rental entity.

Article 6 – Security deposit

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

This security deposit may be kept in part or in full in the event of damage to the Equipment while it was under the Customer's responsibility (without prejudice to the possibility of claiming additional compensation corresponding to the total amount of the damage actually suffered).

Article 7 – Use of the leased Equipment

Confirmation of the hire transfers the custody of the Equipment leased to the Customer for the entire term of the hire. The hire begins at the time the Equipment is handed over by the Company to the Customer and ends when the Equipment is returned to the Company by the Customer in accordance with the contract.

The Customer undertakes to take proper care of the Equipment and return it in the same condition as upon its handover by the Company.

In the event of damage to the Equipment, the Customer shall reimburse the Company for all damage. For information, the price base for the hired Equipment is as follows:

Riviera Canoe: €700 excl. VAT, Riviera XL Canoe: €850 excl. VAT, Kayak Optimo: €700 excl. VAT, Kayak Brio: €650 excl. VAT, Kayak Tango: €400 excl. VAT, Kayak Mezzo: €400 excl.

Single adult paddle: €35 excl. VAT, single child paddle: €20 excl. VAT, double paddle: €35 excl. VAT

Buoyancy aid vest: €40 excl. tax

Nestable container: €40 excl. tax

Article 8 – The Customer's obligations

The Customer undertakes for him/herself as well as for all the participants he/she represents:

- That every participant is able to swim 25 meters and go under water,
- To refrain from sailing with a child under 5 years old,
- That each participant wears a vest (buoyancy aid) and closed shoes throughout the navigation period,
- To return to the Company in their original state all the Equipment covered by this service,
- To have subscribed to a private civil liability contract valid on the day of the service,
- To not have any physical or psychological contraindication to the practice of the activity,
- To refrain from wearing boots, abandoning nautical equipment and rubbish on the course as well as entering private properties along the course to which access is not expressly authorised,
- That all participants agree to assign their image rights in accordance with the article below,
- And more generally, to respect the safety instructions set out in article 8, in the Safety Charter (in the appendix) and given on site by the Company or its teams.

Article 9 – Assignment of rights

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

By accepting these GTCS, the Customer unconditionally authorises the Company to take his/her photograph and have other photos and still shots taken of him/her during the performance of the Service.

The images may be exploited and used directly by the Company in any form and any medium, worldwide, for ten years and free of charge. The Company is however prohibited from marketing the photographs and videos and from carrying out any exploitation likely to infringe the privacy or reputation of the Customer or participants.

It is possible that external service providers also take photographs during the service. The Company declines all responsibility in this regard.

Article 10 – Bookings

The booking methods are as follows:

- Online sales: The Customer selects the service(s) in which they are interested and puts them in their shopping cart. They then confirm their wish to book, accepts these GTCS, and pays online. The Customer receives a booking confirmation email.

- Counter sales: The Customer presents himself on site and informs the Company of the services he wishes to purchase. He reads and accepts these GTCS, then proceeds to payment.
- Distance sales: The Customer can book remotely, by e-mail or by telephone.

By e-mail: the Customer informs the Company of the service(s) chosen and the Company sends a quote/contract with these GTCS. The Customer sends back the signed quote/contract by e-mail or by post after having read and accepted these GTCS, as well as the deposit or full payment for the service, as the case may be. The Company sends a booking confirmation email or letter once payment has been received and cashed.

By telephone: the Customer pre-books the chosen service, then makes the reservation at the counter.

In the event of a reservation (by any channel) by a Group, the final number of participants must be communicated to the Company no later than 7 days before the start of the Service (hereinafter referred to as "Confirmation of the number of participants").

Article 11 – No right of withdrawal

Article L. 221-28 of the French Consumer Code provides that the right of withdrawal may not be exercised for contracts for the provision of accommodation services, other than residential accommodation, goods transport services, car hires, catering, or leisure activities which must be supplied at a specified date or period. Article L. 221-2 of the French Consumer Code also excludes this option for passenger transport and tourist packages.

The Company avails itself of the absence of the right of withdrawal and indicates that for all services falling within the scope of Article L. 221-28 or L. 221-2 of the French Consumer Code, **the Customer shall have no right of withdrawal.**

Article 12 - Safety

The Customer accepts and undertakes, for him/herself and all the participants for whom he/she is booking, to comply with the Safety Charter (attached).

Minors under the age of 18 may not rent Equipment unless accompanied by an adult (legal guardian). They remain under the responsibility of their parents or legal guardians, who attest to their ability to swim at least 25 metres and go under water.

Children may canoe from the age of 5, provided they are able to go underwater and feel comfortable in the water.

The Company cannot verify participants' sports level or their physical or medical condition. The Customer is responsible for ensuring that all participants are able to take part in the service.

The participants undertake not to be under any medical contraindication that could prevent them from taking part in service. The Services are not recommended for pregnant women.

PLEASE NOTE: If a participant is not under medical contraindication but requires special medical care or treatments (asthma, diabetes, etc.) or if his/her state of health requires special attention (fragile joints, back problems, glasses required, etc.), he/she must supply the appropriate emergency medicines, depending on medical recommendations, and consult his/her doctor.

The Customer making the booking will be solely responsible and shall ensure that the participants forming the crew have the physical and psychological prerequisites necessary to participate in the canoeing/kayaking activity.

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

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

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

The Company also reserves the right to exclude any participant whose behaviour is likely to disrupt the smooth running of the activity or compromise the safety or tranquillity of other participants during the service. In this case, the Customer or participant will not be entitled to any reimbursement or compensation.

Article 13 – Liability

The Company has Professional Civil Liability insurance for the services sold.

Each participant must have civil liability insurance coverage (preferably including individual accident insurance) with the insurer of their choice for the practice of white water sports.

For hires not accompanied by an instructor, the Customer shall ensure that all participants have sufficient knowledge and technical skills to participate in this sports activity. In this case, the Customer and the participants shall be entirely responsible for their participation, at their own risk, and the Company may not be held liable.

Given the specific nature of the water environment, participants are aware that they may face certain risks, due, among others, to the remoteness, isolation, and special characteristics of the river environment. They take responsibility for this with full knowledge of the facts and must comply with the rules on caution and safety and follow the advice given by the Company and the professionals.

The Company is not responsible for the loss, theft (including in vehicles), or breakage of items (e.g. glasses, cameras, etc.) that participants may take with them on the service, which may occur in the course of said service.

Mobile phones, cameras, and all other non-waterproof devices or items must be protected with a suitable waterproof cover provided by the participant. The Company does not guarantee the

watertightness of the containers and cannot be held liable for any water damage to the contents of the container.

Compensation for damages or full reimbursement of the equipment may be claimed from the participant/customer in the event of the theft of or damage to the loaned equipment.

Article 14 – Modification of the contract

If the service is curtailed, not used, or started late due to the Customer, this shall not give rise to any refund.

The Company only undertakes to provide the Customer with the services sold.

Any changes must be expressly accepted in writing by the Company. Changes may be subject to supplementary pricing, which will be announced to the Customer before proceeding.

In the event of a Group booking, if there are fewer people in the Group than the confirmed number of participants, the entire price for the initially planned group shall remain applicable (100%). In the event there are more people for a Group booking than the number planned, the Company may refuse unscheduled participants. If the customers refuse to reduce the size of their group to the confirmed number of participants, the Company may refuse to provide the service and the contract will be terminated at the exclusive fault of the Customer, with no refund and the entire price of the service payable.

Article 15 – Cancellation of the contract

Article 15.1 Cancellation of the contract by the Customer

The Customer may cancel the contract at any time before the start of the service. For this cancellation to be valid, the Customer must inform the Company by email or letter.

In this case, the Company will ask the Customer to pay a cancellation fee, and may withhold it in whole or in part from the deposits or pre-paid balance, as follows:

If the cancellation occurs:

- Before 48 hours from the start of the reserved service; 100% of the total amount of the rental will be refunded by bank transfer within 7 days, less the flat-rate administration fee of 10 euros per reservation.
- Less than 48 hours from the start of the reserved service or following a no-show; 100% of the total rental amount will be charged.

When the Customer's cancellation results from a case of force majeure, the termination costs will not be due.

The date of cancellation is the date of receipt by the Company of the Customer's request.

Article 15.2 Cancellation of the contract by the Company

The Company may cancel the contract at any time before the start of the service. Postponement or a credit note will be offered to the Customer. In the event of refusal, the Customer will be reimbursed.

The Customer may not claim any additional compensation if the cancellation is due to the impossibility of carrying out the service under optimal safety conditions (e.g. adverse weather conditions) or in the event of *force majeure*.

The Company reserves the right to cancel the reservation when the navigation safety conditions are not guaranteed. This results in the following 3 cases of *force majeure*:

- If the reserved service takes place within the time slot of a “France weather alert”, Orange weather vigilance for violent storms. Consult beforehand:

<http://www.meteofrance.com/previsions-meteo-france/les-eyzies-de-tayac-sireuil/24620>

- Water level of the Vézère too high following heavy rainfall. Contact us and consult Vigicrue-Montignac (all public: less than 80cm, with experience between 1m and 80cm):

<https://www.vigicrues.gouv.fr/niv3station.php?CdEntVigiCru=14&CdStationHydro=P416101001&GrdSerie=H&ZoomInitial=1>

- Airworthiness control delays due to high winds. Contact us.

Article 16 – Protection of personal data

Article 16.1 Data collected

As part of its canoe/kayak hire activity, the Company processes and uses personal data relating to Customers and Beneficiaries.

As such, the Company collects the following personal data: first name, surname, title, postal address, email address, telephone number, particulars noted in the contract, payment terms.

Article 16.2 Intention

The collection of personal data is essential to the performance of the contract. Refusing to communicate would expose the Customer to difficulties in performing the service, which may not give rise to the Company's liability.

This personal data is collected exclusively for the purpose of managing the Company's Clientèle within the context of concluding and performing the contract based on the Customer's consent. It is only used for the purposes to which the Customer has consented.

Following are the specific purposes:

- Identification of the persons using and/or booking the services
- Formalisation of the contractual relationship

- Provision of the services booked with the Company
- Management of contracts and bookings (such as canoe allocation and travel management)
- Communication to the relevant partners with a view to the performance of their services
- Accounting, in particular the management of Customer accounts and monitoring of the Customer relationship.
- Processing transactions relating to Customer management.
- Marketing communications and market research, facilitation.

Article 16.3 Persons authorized to access the data

The persons authorised to access the data collected by the Company are: the Company employees and partners working on the services requested by the Customer and, where applicable, the service providers to which the Company sub-contracts the performance and/or administration of services, who are, as such, required to intervene in the processing, it being specified that in such cases, whether they are partners or subcontractors, this is carried out in compliance with the regulations in force.

Article 16.4 Data retention

After collection, the personal data is stored for the legal storage period relating to the purpose of the processing and at most for 5 years.

The personal data relating to the Customer's credit card is only stored for the time necessary to complete the transaction.

Personal data relating to prospects who do not sign a booking contract with the Company is kept for a period of 3 years from its collection.

If a newsletter is offered, the personal data necessary to send the newsletter is stored indefinitely until the Customer unsubscribes.

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

The Company has formalised the rights and obligations of Customers and Beneficiaries regarding the processing of their personal data in a document called "*Nom donné*", accessible at the following address: AVCK - Le Téoulet - 24620 les Eyzies and on request from the Company.

Section 16.5. Rights of the holder of the collected data

In accordance with the regulations applicable to personal data, each user has the right to query, access, amend, oppose, and rectify the collection and processing of his/her personal data, for legitimate reasons. It is possible to request that this data be rectified, supplemented, clarified, updated, or erased.

These rights may be exercised by sending a signed letter to the data controller, in the name and to the email address of the data controller, attaching a copy of your identity document to your request.

The Company has appointed a Data Protection Officer (DPO): William DULUC (06 87 86 51 16).

The Customer may lodge a complaint with the CNIL at any time, following the procedure indicated on its website <https://www.cnil.fr>

Section 16.6. Amendment of the clause

The Company reserves the right to amend this clause relating to the protection of personal data at any time. If this personal data protection clause is amended, the Company shall publish the new version on its website and inform users of the amendment by email at least 15 days prior to the effective date.

Section 16.7. Opposition to telephone solicitation

You have the right to register on the Bloctel list of opposition to telephone solicitation on the following website <http://www.bloctel.gouv.fr>

Article 17 Insurance

The Company has professional liability insurance covering its activity.

The Customer undertakes to hold a civil liability insurance policy and keep it current to cover any damage he/she may cause.

Article 18 Settlement of disputes

Article 18.1 applicable law

These general terms and conditions are governed by French law. French law cannot, however, deprive the Customer of the mandatory legal provisions in his/her country of residence. This is the case for both substantive and formal rules.

Section 18.2. Mediation

In accordance with Articles [L.616-1](#) and [R.616-1](#) of the French Consumer Code, the Company has set up a consumer mediation system. The chosen mediation entity is: SAS CNPM - MÉDIATION - CONSUMPTION. Our member number: CNPM13740

In the event of a dispute, the consumer may file his complaint on the site:

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

or by post by writing to CNPM - MÉDIATION - CONSUMPTION 27, avenue de la Liberation – 42400 SAINT-CHAMOND

Section 18.3. Online sales

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

[https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN.](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN)

Section 18.4. Evidence

It is expressly agreed that the data contained in the Company's information systems has probative force as to the orders, requests, and everything else relating to the use of the Website. It may be validly produced as evidence, particularly in court, in the same way as any written document.