

# Terms and Conditions of Sale

## **Article 1 – Preamble**

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

SASU ARDECHE CANOES SERVICE

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Hereinafter referred to as "the Lessor" **Article 1.2. Purpose**

The purpose of these general terms and conditions is to define the rights and obligations of the parties in connection with the rental of canoes and kayaks by the Lessor to any person with the legal capacity to enter into a contract (hereinafter referred to as "the Customer(s)"), whether a consumer or a professional within the meaning of the Consumer Code.

### **Article 1.3. Definitions**

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

Group: two or more persons covered by a single booking made by a representative.

Participant: any person participating in the service, even if they have not directly entered into a contract with the Lessor.

Service: canoe and kayak hire and, where applicable, an additional shuttle service. Online

contract: contract concluded for the purchase of service(s) on the Lessor's website at the following address: [<https://www.patou-bateau.fr>].

Distance contract: any contract concluded as part of an organized system of distance sales or service provision, without the simultaneous physical presence of the trader and the consumer, through the exclusive use of one or more means of distance communication up to and including the conclusion of the contract/quote, excluding the website.

## **Article 2 – Content and scope**

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

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

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

The Customer declares that they have read and accepted these general terms and conditions of sale before making their booking and concluding the signed contract/quote.

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

The Customer acknowledges having received, prior to placing their order and/or concluding the signed contract/quote, in a legible and comprehensible manner, these general and specific terms and conditions of sale and all the information listed in Article L. 221-5 of the Consumer Code when they are a consumer.

### **Article 4 – Price**

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

The rental price is quoted in euros, including all taxes (VAT included) per person. It may be expressed as a flat rate in the case of groups. It may be calculated based on the number of participants.

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

#### **Article 4.2. Payment terms**

The Customer guarantees the Lessor that they have the necessary authorization to use their chosen method of payment when confirming the contract/signing the quote. The Lessor reserves the right to suspend any booking management and any performance of services in the event of refusal of authorization of payment by credit card by officially accredited bodies or in the event of non-payment of any sum due under the contract. Payments made by the Customer shall only be considered final after the sums due have been effectively received by the Lessor.

The Customer has several payment methods offering optimal security, depending on the type of service booked:

- a. by credit or store card (Carte Bleue, Visa, Eurocard/Mastercard), online only,
- b. by bank cheque,
- c. by bank transfer (transfer fees payable by the Customer),
- d. by holiday vouchers
- e. in cash

### **Article 5 – Equipment available for hire**

The equipment available for hire (hereinafter referred to as the "Equipment") includes that specified in the description of services.

In all cases, it includes:

- Boats: canoe or kayak.
- Personal protective equipment: buoyancy aid or life jacket (mandatory) and helmet (on request).
- Equipment necessary for canoeing and kayaking: paddles and waterproof containers (jerry cans) to transport the hirer's personal belongings during the trip.

### **Article 6 – Security deposit**

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

This security deposit may be retained 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 rented Equipment**

The rental confirmation transfers custody of the rented Equipment to the Customer for the entire duration of the rental. The rental begins when the Equipment is handed over by the Lessor and ends when the Equipment is returned by the Customer to the Lessor in accordance with the contract.

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

In the event of damage to the Equipment, the Customer undertakes to reimburse the full cost of the damage. For information, the base rates for the rented Equipment are as follows (rates include VAT):

C2 canoe: €750

Paddle: €750

K2 kayak: €750

K1 kayak: €550

Double paddle: €45

Single paddle: €30

55L container: €60

26L container: €45

6L container: €30

Helmet: €45

Windbreaker: €45

Buoyancy assistance: €68

Boat return: €15

Search costs: €90

Wetsuit: €84

## **Article 8 – Customer obligations**

The Customer undertakes, on behalf of himself and all participants he represents, that:

- that each participant can swim 25 meters and is capable of submerging themselves,
- that each participant wears a life jacket (buoyancy aid),
- that each participant wears closed shoes throughout the entire sailing period,
- to return all Equipment covered by this service to the Lessor in its original condition,
- to have taken out a valid personal liability insurance policy valid on the day of the service,
- to have no physical or psychological contraindications to the practice of the activity, in particular not to be pregnant,
- to refrain from sailing with a child under the age of 7, wearing boots, leaving nautical equipment and rubbish on the course, or entering private property along the course without express permission,
- that all participants grant a transfer of image rights in accordance with the following article,
- and, more generally, to comply with the safety instructions set out in Article 8 of the Safety Charter (appended to the website) and provided on site by the Lessor or its teams.

## **Article 9 – Transfer of rights**

The Lessor may take photographs or videos in which the Customer may appear. By accepting these GTC, the Customer unreservedly authorizes the Lessor to capture their image and to use the photographs and other still images representing them taken during the performance of the Service.

The images may be exploited and used directly by the Lessor in any form and on any medium, worldwide, for ten years and free of charge. However, the Lessor undertakes not to market the photographs and videos or to exploit them in any way that could infringe on the privacy or reputation of the Customer or participants.

## **Article 10 – Reservations**

The booking terms and conditions are as follows:

### **- Online sales:**

The Customer selects the service(s) they are interested in and adds them to their basket. They then confirm their wish to book, accept these T&Cs and proceed to online payment. The Customer receives a booking confirmation email.

### **- Over-the-counter sales:**

The Customer visits the premises and informs the Rental Company of the services they wish to purchase. They read and accept these T&Cs, which are displayed on site, and then proceed to payment.

### **- Remote sales:**

The Customer may make a remote booking by email or telephone.

The Customer informs the Lessor of the service(s) chosen and the Lessor records the booking in the management software and sends a booking confirmation email. On the day of the service, on site, the Customer accepts these GTC, which are displayed on site.

In the event of a booking (through any channel) by a Group, the final number of participants must be communicated to the Lessor no later than 8 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 stipulates that the right of withdrawal cannot be exercised for contracts for the provision of accommodation services, other than residential accommodation, goods transport services, car hire, catering or leisure activities that must be provided on a specific date or during a specific period. Article L. 221-2 of the Consumer Code also excludes this option for passenger transport and tourist packages.

The Lessor invokes this absence of a right of withdrawal and indicates that for all services falling within the scope of Article L. 221-28 or

Pursuant to Article 221-2 of the French Consumer Code, the Customer shall have no right of withdrawal.

## **Article 12 – Safety**

The Customer agrees and undertakes to comply with the Safety Charter (appended) on behalf of themselves and all participants for whom they are making a booking.

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

Canoeing is open to everyone aged 7 and above, provided that the child can swim, submerge themselves and is comfortable in the water.

The Rental Company cannot verify the participants' level of sporting ability, physical condition or medical condition. The Customer undertakes to ensure that all participants are capable of participating in the activity.

Participants undertake not to have any medical contraindications to participating in the activity. The activities are not recommended for pregnant women.

**PLEASE NOTE:** If a participant has no medical contraindications but requires special medical care or treatment (asthma, diabetes, etc.) or if their state of health requires special attention (fragile joints, back problems, mandatory use of glasses, etc.), they must bring the appropriate emergency medication, as recommended by their doctor, and consult their doctor for advice.

The Customer who made the booking shall be solely responsible and undertakes to ensure that the participants making up the crew have the physical and mental prerequisites necessary to practice canoeing and kayaking.

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

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

The Lessor reserves the right to refuse any person who does not comply with the instructions and who could endanger their own safety or that of others. Such refusal shall not give rise to any refund from the Lessor.

The Lessor also reserves the right to exclude a participant during the activity whose behavior is likely to disrupt the smooth running of the activity or compromise the safety or peace of mind of other participants. In this case, the customer or participant shall not be entitled to any refund or compensation.

### **Article 13 – Liability**

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

Each participant must be covered by civil liability insurance (and preferably personal accident insurance) with the insurer of their choice for the practice of white water sports.

In the case of a rental not supervised by an instructor, the Customer undertakes to ensure that all participants have sufficient knowledge and technical skills to practice this sporting activity. In this case, the Customer and participants practice at their own risk and under their own responsibility, and the Lessor shall not be held liable.

Each participant is aware that, given the specific nature of the aquatic environment, they may be exposed to certain risks due in particular to the remoteness, isolation and specific nature of the environment (in particular rivers, lakes and seas). They accept these risks in full knowledge of the facts and must comply with safety and precautionary rules and follow the advice given by the Lessor and professionals.

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

Mobile phones, cameras and any other equipment or items that are sensitive to water must be protected by a suitable waterproof cover provided by the participant. The Lessor does not guarantee the waterproofing of the containers and cannot be held responsible if the contents of the container become wet and damaged.

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

#### **Article 14 – Modification of the contract**

Any service that is shortened or not used by the Customer, or started late due to the Customer, will not be eligible for a refund.

The Lessor is only liable to the Customer for the services sold. Any modification must be accepted in writing and expressly by the Lessor. The modification may be subject to an additional charge, which will be announced to the Customer before proceeding.

In the event of a group booking, if the number of participants is lower than the number specified in the Confirmation of Number of Participants, the full price of the group booking will remain applicable (100%). If the number of participants in the group is higher than specified, the Lessor is entitled to refuse the additional participants. If the customers refuse to reduce the size of their group to the size agreed upon in the Confirmation of the number of participants, the Lessor may refuse to perform the service and the contract will be terminated at the sole fault of the Customer, without any refund being made, and the full price of the service will be due.

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

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

No refund of the deposit or the service will be made, but the hirer will have the option of postponing the service during the current season. Special cases giving rise to a full and individual refund: Force majeure: death, hospitalisation, serious illness (upon presentation of supporting documentation). Please note that for groups, only the persons concerned will be reimbursed. The date of cancellation is the date on which the Lessor receives the Customer's request.

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

The Lessor may terminate the contract at any time prior to the commencement of the service.

- Orange or red weather alert: rain, flooding; (24-hour weather forecast)
- Flood duly recorded at the Salavas gauge (see prefectural decree). The Lessee will be fully reimbursed.

The Customer shall not be entitled to any additional compensation when the cancellation results from an inability to carry out the service in optimal safety conditions (e.g. adverse weather conditions) or in the event of force majeure.

## **Special conditions for booking a supervised activity and a stay**

### **1/ Registration and bookings**

You can obtain information and register directly at our office, 107 passage François Lecler, or contact us by email at [atcontact@escapade-loisirs.com](mailto:atcontact@escapade-loisirs.com) or by telephone on +33 (0)4 75 88 07 87 during opening hours to check our availability in advance. We will confirm your registration upon receipt of a deposit equal to 40% of the total cost of the service.

The balance for the service(s) must be paid before the start of the activity. Accepted payment methods: credit card, cash, bank cheques, ANCV cheques, bank transfers. For group bookings, the subscriber undertakes to inform each participant of the content of the activities and the conditions of participation.

### **2/ Conditions of participation**

Our activities are open to everyone, however, depending on the activity and route, certain conditions must be taken into account: age limit, ability to swim, technical or physical level. Please contact us for more information about these conditions. For canyoning and canoeing/kayaking, it is essential to be able to swim. You must not have any medical contraindications to practicing the chosen activity (canyoning, climbing, via ferrata, adventure course). Important: If you have no medical contraindications but require special medical care or treatment, or if your state of health requires special attention, you must inform the instructor before the activity begins. The instructors, with their experience and knowledge, reserve the right to interrupt the activity for any reason they deem appropriate: dangerous behavior, risks, objectives, etc. Transport is the responsibility of the participants unless this service is mentioned in the activity description.

### **3/ Insurance**

We are covered by civil liability insurance for our activities (each instructor also has professional civil liability insurance). However, we strongly recommend that you take out individual insurance to cover any damage caused or suffered during incidents or accidents: - Not directly related to the activities. - Not resulting from an error on the part of the instructor or a fault in the equipment.

### **4/ Cancellations**

On our part: We reserve the right to cancel a service in the event of force majeure (weather conditions, EDF water releases, floods, etc.) or for reasons relating to the safety of participants. In this case, you will not be charged, unless services have already been used. In the event of cancellation on our part, we will offer you a replacement program within the limits of our capabilities, which you are free to accept or decline.

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

On your part:

- More than 45 days before the date of the activity, 30% of the amount will be retained.
  - Between 45 and 31 days before the date of the activity, 50% of the amount will be retained.
  - From 30 to 21 days before the date of the activity, 75% of the amount will be retained.
  - Less than 21 days before the date of the activity, 100% of the amount will be retained.
- However, a refund may be made only in the event of inability to carry out the activity, upon presentation of a medical certificate. Any such refund shall apply only to the person named in the certificate.

## **Article 16 – Protection of personal data Article 16.1. Data collected**

As part of its canoe and kayak rental business, the Lessor implements and processes personal data relating to Customers and Beneficiaries.

As such, the Lessor collects the following personal data: first name, surname, title, postal address, email address, telephone number, date of birth, details noted in the contract, payment terms.

### **Article 16.2. Purpose**

The collection of this personal data is essential for the performance of the contract and, in the event of refusal to provide it, the Customer may encounter difficulties in the performance of the service, for which the Lessor cannot be held liable.

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

More specifically, the purposes are as follows:

- Identification of persons using and/or booking services
- Formalization of the contractual relationship
- Provision of services booked with the Lessor
- Management of contracts and bookings (in particular, allocation of canoes, management of travel)
- Communication with partners with a view to the provision of services by the partners concerned
- Accounting, including customer account management and customer relationship monitoring
- Processing of customer management operations
- Commercial communications, prospecting and promotion.

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

The following persons are authorized to access the data collected by the Lessor: the Lessor's employees and its partners involved in the services requested by the Customer, and, where applicable, the Lessor's subcontractors involved in the performance and/or administration of the services and required to intervene in this capacity in the processing, it being specified that in such cases, whether partners or subcontractors, this is done in compliance with the regulations in force.

### **Article 16.4. Data retention**

The personal data collected is retained for the legal retention period relating to the purpose of the processing and for a maximum of [5 years]. Personal data relating to the Customer's bank card is retained exclusively for the period necessary to complete the transaction.

Personal data relating to a prospective customer who does not enter into a booking contract with the Lessor is retained for a period of three years from the date of collection



Personal data necessary for sending the newsletter is kept for as long as the Customer does not unsubscribe, when a newsletter is offered.

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

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

#### **Article 16.5. Rights of the data subject**

In accordance with applicable regulations on personal data, each user has the right to query, access, modify, oppose and rectify, for legitimate reasons, the collection and processing of their personal data. It is possible to request that this data be rectified, completed, clarified, updated or deleted.

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

The Lessor has appointed a Data Protection Officer (DPO): Jean-Pierre MONTEIX The Customer may lodge a complaint with the CNIL at any time in accordance with the procedures indicated on its website (<https://www.cnil.fr>).

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

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

#### **Article 16.7. Opposition to telemarketing**

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

#### **Article 17 – Insurance**

The Lessor has professional liability insurance covering its activity.

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

#### **Article 18 – Dispute resolution Article**

##### **18.1. Applicable law**

These general terms and conditions are subject to French law. However, the application of French law shall not deprive the Customer of consumer rights under mandatory provisions of their country of residence. This applies to both substantive and procedural rules.

**Article 18.2. Mediation**

In accordance with Articles L.616-1 and R.616-1 of the French Consumer Code, the Lessor has set up a consumer mediation system. The mediation entity selected is: SAS CNPM - MÉDIATION - CONSOMMATION.

In the event of a dispute, the consumer may submit their complaint

- on the website: <https://cnpm-mediation-consommation.eu>
- or by post by writing to:

CNPM - MÉDIATION - CONSOMMATION

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

**Article 18.3. Online sales**

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

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

**Article 18.4. Proof**

It is expressly agreed that the data contained in the Lessor's information systems shall be considered as proof of orders, requests and any other element relating to the use of the Website. They may be validly produced, in particular in court, as evidence in the same way as any written document.