

Name of the campsite (NAME FOR THE GUESTS).....

ADDRESS OF THE CAMPSITE.....

CHAMBRE OF COMMERCE NUM.....

SIGNING PERSON.....

VAT NUMBER.....

NAME ACCORDING TO THE VAT NUMBER.....

INVOICE ADDRESS.....

[Sign this document by clicking on this button](#)

Ucamping Package

Commission high season : **10%**

Commission low season : **15%**

Ucamping.com

MyCamping Package

Commission high season : **10%**

Commission low season : **15%**

 **MYCAMPING.COM**

I hereby declare that I have read and agree to the terms and conditions of this contract.

[Sign this document by clicking on this button](#)

It is previously exposed that the company Secure Direct TO - limited liability company with capital of 200 000 euros, registered at the RCS Toulouse under the number 830 437 216, domiciled 10 place Alphonse Jourdain in Toulouse - (hereinafter "SDTO") owns the Ucamping and Mycamping reservation portals, accessible from <https://www.ucamping.com> and <https://www.mycamping.com> (hereinafter "the Site" respectively). SDTO offers a contract (hereinafter "the Contract") to the Establishments of the HPA sector (hereinafter "the Establishments"). This contract allows the establishment to benefit from marketing and marketing services (hereinafter "the Services") including referencing and booking on the Site but also on sites belonging to affiliates of the Ucamping affiliate network (hereinafter referred to as "the Affiliated Sites"), in order to offer potential Customers browsing this booking portal (hereinafter "the Clients") pitches and/or rental accommodations. It is agreed that Ucamping and Mycamping integrate, on the reservation portals, the Secureholiday system (hereinafter "Secureholiday") provided by CTOUTVERT, which is the only owner.

Article 1 - Subject

This Agreement is intended to govern the contractual relationship between the Establishment and SDTO, and in particular sets out the rights and obligations of each of the Parties in connection with the Service provided through the Site.

Article 2 – Loyalty

As such, SDTO :

- Will abstain from using an advertising agency which would have for method to buy the name of the Establishment to increase the referencing
- Recognizes and accepts that the right of communication with the Customer is shared between the Establishment and SDTO
- Acknowledges and agrees that the General Terms and sales Conditions that will be applied to the Customer are those of the Establishment
- Signs and takes the same commitments as those present in the French Charter published by the National Federation of Outdoor Hotels

Article 3 - Terms of Service and commission

3.1 General modalities

The Service allows the listing of the Establishment on the Site, allowing the booking of pitches and rental accommodations, managed and administered by SDTO, on which Clients can access the offers of the Establishment and make their reservations. In this context, SDTO acts in the name and on behalf of the Establishment. The Customer pays the Establishment directly according to the general sales conditions of the Establishment, and according to the means of payment that it proposes. The Site works in conjunction with the Secureholiday system allowing the Institution to directly manage its online offers (hereinafter the "Interface"). At the date of signing the Agreement, SDTO uses the Secureholiday system belonging to Ctoutvert.

3.2 Commission tax

The commission rates charged by the Site are 10% in high season, and 15% in low season. The high season includes all stays booked and the arrival date is between July 1st and August 31st. Any booked stay whose arrival date is not included in the previously mentioned period is part of the low season. The commission is calculated on the basis of the total amount of online bookings made through the Site, including all surcharges and options booked in addition to the main booking, booking fees, VAT, excluding local taxes/taxes, cancellation insurance fees. In the event of cancellation, the commission is calculated on the basis of the amount actually collected by the Establishment, including any cancellation or insurance costs. Then, the Establishment must indicate to SDTO the exact amount related to the reservation it has received from the Customer or a third party, in order to adjust the commission.

Article 4 – Obligation of the Parties

4.1 – Obligation of the Establishment

The Establishment undertakes to provide and update in due time, via its Interface, all the information necessary for the referencing and dissemination of his Establishment on the Site, including all information necessary for booking stays, as well as any relevant billing information. As such, the establishment guarantees SDTO, and CTOUTVERT the veracity and conformity of the information provided via its interface. The Institution only bears the responsibility for the content entered in its Interface, including errors and / or inaccurate information provided to SDTO. Booking information for the new rental season, including availability and pricing, must be completed by November 1 preceding the new rental season. Newly affiliated Establishments during the rental season must proceed without delay. The establishment undertakes not to charge the Customer, via the Site, for expenses other than those charged to it as part of a booking made without the intermediary of the Site. The establishment expressly authorizes SDTO for free, to use all the information it provides in its interface in the context of referencing and dissemination of its establishment on the Site. The establishment guarantees SDTO that it holds all the necessary rights to carry out its activity and that it has for this reason a conform insurance, whose justifying documents are made available to SDTO on simple request.

4.2 – Obligation of SDTO

SDTO undertakes to provide the Service in accordance with the rules of the art, in compliance with all regulations in force, and within the framework of an obligation of means. SDTO undertakes not to adopt the practices referred to in Article 2 and, generally speaking, not to adopt unfair practices with regard to the Establishment. SDTO will not be liable for damages caused to the Customer or to a third party, because of the establishment.

Article 5 – Distribution console / Activation of distribution channels via Secureholiday

A distribution console is accessible from the Establishment SecureHoliday interface. From this console, the Establishment has access to the distribution channels regarding pitches and rental accommodations, among which it is also possible to choose a broadcast language. In this context, concerning the Ucamping portal, the affiliate network is the subject of independent distribution channels. The Establishment can freely and independently, open or close these channels according to what it wishes to offer for sale.

Article 6 – Nature of reservations and processing time of booking requests

6.1 Nature of reservations

Reservations by the Customer may result in either an immediate and automatic acceptance by the Establishment (firm booking), or lead to a pre-booking subject to validation by the Establishment. Firm bookings allow the establishment to have a better visibility on the Site.

6.2 Processing time of booking requests

A booking request must be processed by the establishment within 48 hours. When the establishment indicates that it accepts a booking request, it can no longer be cancelled. In case of a firm booking, the reservation is then final, it is automatically accepted and the establishment has no opportunity to cancel.

Article 7 – Billing and payment terms

7.1 Billing terms

SDTO or the company that is designated will send an intermediate invoice to the Establishment, equivalent to 80% of the commission due in euros, every month. SDTO reserves the right to postpone invoicing to the next month if it considers that the amount is insufficient to justify invoicing on its part. Any supplementary agreement concerning the commission can be concluded only by way of amendment to this Agreement.

7.2 Settlement

SDTO opens a reconciliation phase every year from October 1st to October 31st. During this phase, the Establishment has the possibility to indicate to SDTO any element likely to vary the basis of calculation for the final invoicing. At the end of this phase, SDTO will invoice the Institution for the remaining amount due in the form of a final invoice or, if necessary, issue a credit note. Any claim of the establishment, made outside the reconciliation phase, cannot be taken into account.

7.3 Payment terms

The deadline for payment of invoices, intermediate or final, is 30 days. Payment must be made by bank transfer. Any late payment of the invoices will result in a suspension of the Service by SDTO and an additional invoicing of 30 euros for the restoration of the Service.

Article 8 – Duration and modification

The contract is concluded for a period of one year from the date of its signature by the Parties, tacitly renewable for the same duration. Any modification of the present contract will lead to the establishment of an amendment brought to the knowledge of the Establishment.

Article 9 – Suspension and canceling of the Contract

The Parties may terminate the Agreement at any time by giving three months written notice, sent by registered mail with acknowledgment of receipt, addressed to SDTO if the Establishment is at the initiative. In this case, the Establishment is obliged to pay the commission on the reservations made until the effective date of the end of the Contract. The Establishment may interrupt the collaboration at any time for a period that it can fix itself. The Establishment must inform SDTO in writing at least one month in advance and must indicate for which period the collaboration is suspended.

SDTO may freely decide, without having to justify its decision and with immediate effect, to withdraw the Establishment of the Site, temporarily or permanently, without being held to the slightest indemnification towards the Establishment in cases where, without exhaustiveness:

- The Establishment has not fulfilled its payment obligations to SDTO within the period provided for this purpose;
- The Establishment has not, through its Interface, updated the information referred to in Article 4.1 or has not done so in a timely manner;
- Customers' reservations are repeatedly refused, in case of problem of acceptance of reservations, or in case of suspicion of fraudulent actions on the part of the Establishment;
- One or more Client(s) has/have complaint(s) based on the Establishment;
- The Establishment is subject to legal proceedings, particularly in the event of bankruptcy, or when the Establishment ceases to exist.

In the event of a change of ownership of the Establishment, the latter must then assign to the new owner the present Contract, including all current and future obligations of the Establishment, contained in this Agreement. The Establishment vouches for the good information of the new owner regarding the terms of this Agreement and its obligations.

Article 10 – Assignment of the contract

It is expressly agreed between the Parties that SDTO will have the option of assigning, transferring or disposing of all or part of its rights and obligations under the Agreement. As such, SDTO undertakes to inform the Establishment of any planned assignment, of any event or circumstance that would entail a substantial change in the nature or structure of its business, as well as in the distribution of its share capital, in the leaders, within a month of the realization of this event or this circumstance.

Article 11 – Personal data

The Parties undertake to comply with the regulations on personal data, including the French legislation on the protection of personal data and the European Regulation on the protection of personal data. The Parties recognize that both may be qualified as "controllers" within the meaning of the above legislation. The Establishment undertakes in particular to implement appropriate technical and organizational measures to secure personal data in order to protect them against any loss, violation or unlawful processing, whatever the cause.

Article 12 – Intellectual property

The word marks and figurative marks "Mycamping" and "Ucamping" are the exclusive property of SDTO. The establishment is prohibited from using in any way whatsoever, the verbal or figurative marks mentioned above and/or to exploit them and/or to deposit in any way a mark in which the word « Mycamping » or « Ucamping » appears.

Article 13 - Jurisdiction and applicable law

This contract and any related obligations are governed by French law. Any disputes that may arise in the interpretation or execution of this Contract shall be subject to the jurisdiction of the Court.