



## CAMPSITED PACK

### AGREEMENT

Ecommodation Lab - a private company limited by shares with the registered number 532145, whose head office is in 10/13 Thomas Street, Dublin 8, Ireland – (hereinafter « Campsited ») owns the booking portal named Campsited, accessible from the campsited.com website (hereinafter « the Website »).

Campsited offers an agreement (hereinafter « the Agreement ») to Establishments of the tourist industry (hereinafter « the Establishments »).

This agreement enables Establishments to be referenced in the booking portal named Campsited, but also in the booking portals of the Campsited affiliate network (hereinafter « the Service »), and to offer potential Customers browsing this booking portal (hereinafter « the Customers ») camping pitches and/or rented accommodation.

It is agreed that Campsited integrates the SecureHoliday system (hereinafter « SecureHoliday ») on its booking portal. SecureHoliday is provided by CTOUTVERT Company, its unique owner.

### CAMPSITE

CAMPSITE (NAME OF CAMPSITE FOR CUSTOMER)	<a href="#">Subscribe by clicking on this button</a>
ADDRESS	
SIGNATORY PERSON	
BILLING ADDRESS	

I testify that I have read this Agreement's conditions and I adhere to it without limitation.

In 2 original copies, on

For the Establishment:

For Campsited:  
Finán O'Donoghue

[Subscribe by clicking on this button](#)

## **Article 1 – Purpose**

This Agreement establishes the conditions of the contractual relationship between the Establishment and Campsited as well as the Parties' obligations and commitments within the framework of the Service provided by the Website.

## **Article 2 – Loyalty**

It is expressly agreed that within the framework of the Service and of this Agreement, Campsited shall respect its commitments towards the Establishment and Campsited's commercial practices linked to the Service.

In this regard, Campsited:

- Will not resort to an advertising company to buy the name of the Establishment and increase its search engine optimization
- Commits not to collaborate with price comparison websites regarding bookings made by the Establishment via the Website
- Acknowledges and accepts the Establishment and Campsited share the right to communicate to Customers
- Acknowledges and accepts the conditions of sales are the Establishment's
- Agrees and shares the commitments stipulated in the French charter published by the French Federation of the Tourist Industry

## **Article 3 – Service Ways and Means and Commission**

### **3.1 General Ways and Means**

The Service references the Establishment on the Website, enabling to get bookings of camping pitches and rented accommodation, managed by Campsited, on which Customers can access the Establishment's offers and make their bookings. Within this framework, Campsited acts in the name and for the Establishment.

The Customer directly pays the Establishment according to its conditions of sale, and its ways of payment.

The Website works with the SecureHoliday system which enables the Establishment to manage its offers online directly (hereinafter « the Interface »). On the date the Agreement is signed, Campsited uses the SecureHoliday system owned by Ctoutvert Company.

### **3.2 Commission Rate**

Campsited's commission rates are 10% in high season and 15% in low season. High season includes stays whose arrival dates are between July 1<sup>st</sup> and August 31<sup>st</sup>. Any stay whose arrival date isn't included in the aforementioned period are considered low season.

Commission is calculated on the whole amount of online bookings made via the Website, including extras and options booked in addition to the main booking, booking fees and VAT, not including local taxes and cancellation insurance fees.

In case of cancellation, commission is calculated on the amount received by the Establishment, including potential insurance or cancellation fees. Then the Establishment needs to communicate Campsited the exact amount of the booking received from the Customer or third party in order to adjust the commission.

## **Article 4 – Obligations des Parties**

### **4.1 – Obligations de l'Établissement**

#### **Obligations of Parties**

#### **4.1 – Obligations of the Establishment**

The Establishment commits to providing and updating in due time and via its Interface all information necessary to the Establishment's referencing and broadcasting on the Website, including all information necessary to the booking of stays as well as all pertinent information related to invoicing.

In this regard, the Establishment ensures Campsited and CTOUTVERT of the accuracy and consistency of the information entered in its Interface. The Establishment is the sole responsible for the contents entered in its Interface, most particularly errors and/or inaccuracy provided to Campsited. Information related to bookings of the upcoming season – including availabilities and prices – shall be entered on the November 1<sup>st</sup> before the upcoming season at the latest. Newly contracted Establishments during the season shall do the same with no delay. The Establishment commits to not charging Customers with fees other than those included in a booking operated without Campsited's intervention. The Establishment expressly and freely authorizes Campsited to use all information entered in its Interface for referencing and broadcasting purposes on the Website. The Establishment ensures Campsited it holds all rights necessary to operate its business activities and that it subscribed to an insurance policy whose proof can be provided to Campsited on demand.

#### **4.2 - Obligation of Campsited**

Campsited commits to providing with the Service in accordance with the use and regulation in force.

Campsited commits to not sustaining the practices described in article 2 and, in general, not to sustain unfair practices against the Establishment.

Campsited shall not be responsible for any damage suffered by the Customer or any other party, due to the Establishment.

## **Article 5 - Distribution Console / Distribution Channels Online Activation via SecureHoliday**

A distribution console is available in the Establishment's SecureHoliday Interface. It enables the Establishment to access the distribution channels for camping pitches and rented accommodation. The Establishment can freely and independently open/close any distribution channel depending on what it wishes to sell.

## **Article 6 – Nature of Bookings and Delay for Management of Booking Requests**

### **6.1 Nature of bookings**

Bookings made by Customers can either be automatically and immediately accepted by the Establishment (firm booking), or require the Establishment's validation.

Firm bookings offer the establishment better visibility.

### **6.2 Management of Requests Delay**

A booking request needs to be managed within a 48-hour delay. Once the Establishment has accepted a booking request, the latter can no longer be cancelled.

In case of firm booking, the booking is definitive and it is impossible for the Establishment to cancel it.

## **Article 7 - Invoicing and Payment Conditions**

### **7.1 Invoicing Conditions**

Campsited or its designated company sends an intermediary invoice to the Establishment every month – 80% of the commission owed in Euros.

Campsited reserves the right to postpone invoicing to the following month if the amount is considered too modest to start an invoicing process. Any supplementary agreement related to commission can only be concluded via an amendment to this Agreement.

### **7.2 Reconciliation**

Campsited starts a reconciliation phase every year on October 1<sup>st</sup> until October 31<sup>st</sup>.

During this phase, the Establishment can inform Campsited with any element likely to affect the cost bases for the final invoicing. When this phase is completed, Campsited shall invoice the Establishment with the balance due, with a final invoice, or shall create a credit note if necessary.

All claim by the Establishment made outside the reconciliation phase will not be taken into account.

### **7.3 Conditions of payment**

Invoices payment delay – whether intermediary or final invoices – is 30 days. Payment shall be made via bank transfer.

Any delayed payment shall lead to suspension of the Service by Campsited and to an additional 30 Euros invoice to re-activate the Service.

## **Article 8 – Duration and Modification**

The Agreement is effective for 1 year as of its signature by the Parties and is tacitly renewed. Any modification to this Agreement shall be made via an amendment apprised to the Establishment.

## **Article 9 - Agreement Suspension and Termination**

The Parties can put an end to this Agreement at any time by recorded letter with acknowledgement of receipt sent to Campsited when on the Establishment's initiative.

In this case, the Establishment shall pay the commission on bookings registered until the date of termination of the Agreement. The Establishment can interrupt the collaboration itself for a determined period of time. The Establishment needs to inform Campsited by a written letter with a month's notice minimum and needs to indicate for which period the collaboration is suspended.

Campsited can freely decide, without giving any reason and with immediate effect, to withdraw the Establishment from the Website, either temporarily or permanently, without any kind of compensation for the Establishment if:

- the Establishment didn't comply with its payment obligations to Campsited within the defined time limit;
- the Establishment didn't update the information described on article 4.1 in its Interface or didn't comply to do so in due time;
- bookings made by Customers are frequently declined, if acceptance of bookings is an issue or if fraudulent acts from the Establishment are suspected;
- one or several Customer(s) has/have (a) valid claim(s) related to the Establishment;
- the Establishment is the subject of legal proceedings, most particularly in the event of bankruptcy, or if the Establishment doesn't exist any longer.

In case of a change of owner, the actual owner must transfer this Agreement to the new one, including all current and future obligations contained in the agreement. The Establishment vouches for the good information of the new owner concerning the terms of this Agreement.

#### **Article 10 - Personal Data**

The Parties commit to respecting the laws protecting personal data, including English and EU laws on protection of personal data. The Parties acknowledge they both can be considered « data controllers » as defined by the aforementioned laws.

The Establishment commits to implementing the appropriate technical and organisational measures enabling to protect personal data from loss, violation or unlawful processing, whatever the cause.

#### **Article 11 - Intellectual property**

The figurative and word mark « Campsited » is the sole property of Campsited. It was registered as such at the Irish Intellectual Property Office.

The Establishment refrains itself from using the figurative and word mark « Campsited » in any manner and/or exploiting it and/or filing a mark featuring the word « Campsited » in any manner.

#### **Article 12 - Applicable law and jurisdiction**

This Agreement and its potential obligations are governed by Irish law. Any dispute related to its application/interpretation is subject to the law materially and territorially competent.