

GENERAL SALES CONDITIONS OF THE JUNO BEACH CENTRE

Dated 15/12/2018

1. Preliminary stipulations

These sales conditions govern the relationship between the Juno Beach Centre Association, hereinafter referred to as "The JUNO BEACH Centre" and its consumer or professional customers (including tour operators).

Only the customer, an individual acting for private purposes or for purposes that do not fall within the scope of a business, industrial, craft or liberal activity, is considered as a "consumer" within the meaning herein.

The fact of making a booking implies the full and unreserved acceptance by the customer of the following special and general sales conditions which prevail over all other documents published by the Juno Beach Centre such as printouts, brochures, promotional catalogues or descriptions of products issued by the JUNO BEACH Centre.

In this context and prior to entering into the contract, the JUNO BEACH Centre shall inform the customer of the content of the services offered, indicating the price conditions, the payment terms and the cancellation conditions.

In this respect, and pursuant to Article L 211-9 of the French Tourism Code, the information contained in the brochures or on the website of the JUNO BEACH Centre may be changed, as the latter is not considered as a contract within the meaning of Article L211-8 of the French Tourism Code, and may be changed or deleted without prior notice.

The JUNO BEACH Centre takes the greatest care in putting information online relating to the essential characteristics of its services. The characteristics of the articles, descriptions, photographs or drawings on this website are not contractual.

The fact that one of the parties does not avail itself at a given time of any one of these conditions shall not be interpreted as a waiver of any of these conditions at a later date.

2. Booking

2.1. In booking with the JUNO BEACH Centre, Customers acknowledge that they are able to enter into a contract under the terms of these conditions, namely that they are at least 18 years old, are legally able to enter into a contract and are not under guardianship or wardship.

2.2. The booking specifies information on prices, dates and other aspects comprising

the services provided as defined in Article R 211-4 of the Tourism Code.

2.3. Bookings shall be made at least 45 days before the date the services are provided:

- By telephone: +33 (02 31 37 32 17) from Monday to Friday from 9:30 a.m. to 5 p.m.;

- By e-mail to the following address:

resa@junobeach.org;

- By fax: +33 (02 31 37 83 69)

- On the JUNO BEACH Centre website, accessible at the following address:

<https://www.junobeach.org/fr/>.

2.4. When requesting a booking, customers specify the date the services are to be provided, the number of people and their contact details (telephone, postal and e-mail address). A booking is understood to mean for an adult and/or school group of at least 20 people. The booking provides details of all the services requested. The services chosen correspond to the services offered in the JUNO BEACH Centre brochures and catalogue. A booking option is registered by the JUNO BEACH Centre and remains valid for until 45 days before the date the services are provided.

2.5. A letter confirming the booking option shall be sent by the JUNO BEACH Centre to the customer, by any written means. This letter summarises the services ordered and specifies the booking number to be indicated by the customer on all their correspondence with the JUNO BEACH Centre in Courseulles.

The customer shall in turn confirm the information included in the JUNO BEACH Centre booking letter, by adding the handwritten note "Agreed and accepted", the acceptance date and their signature in the insert provided for this purpose at the bottom of the document. The customer shall return the booking confirmation to the JUNO BEACH Centre by any written means.

2.6. If no confirmation has been received from the customer within 45 days before the date the services are due to be provided, the JUNO BEACH Centre shall contact the customer to confirm or cancel the booking. If the booking request is made less than 45 days before the date the services are due to be provided, the JUNO BEACH Centre shall consider this request as a firm booking tacitly confirmed by the customer, and shall apply the conditions for a change or cancellation as set out below in point 4 herein.

3. Ticket validity - Order printing methods - Applicable rules.

Depending on their order, the customer may have various tickets.

In this context, the "visit documents" referred to in the body of this document, refer to the entrance tickets to the JUNO BEACH Centre in Courseulles sur Mer.

The JUNO BEACH Centre entrance ticket is valid for 24 hours after the first entrance. Only the first person to submit the entrance ticket, who is presumed to be its legitimate holder, shall be admitted.

It is strictly prohibited to reproduce, duplicate or forge an entrance ticket or any other visiting document, or make them available for such purposes or use copies of such documents. Such acts are liable to criminal prosecution, notwithstanding any damages that the JUNO BEACH Centre in Courseulles sur Mer would be entitled to claim from offenders as compensation for the damage suffered.

Dated visit documents are only valid for the date or dates they stipulate.

Visit documents are neither exchangeable nor refundable.

4. Booking changes or cancellation.

4.1. Requests for changes to, or total or partial cancellation of a booking must only be made to the JUNO BEACH Centre by e-mail (resa@junobeach.org), telephone (02 31 37 32 17) or fax (02 31 37 83 69), specifying the booking number, the referring customer's name and the date.

Changes shall be made by the JUNO BEACH Centre subject to availability.

In the event of unavailability, the JUNO BEACH Centre may offer alternative services. Failing agreement, the parties shall apply the change or cancellation procedures provided for herein, based on the situation.

Specific and derogatory cancellation conditions may be applied depending on promotional offers

No correction made directly by the customer to a document from the JUNO BEACH Centre shall be taken into account.

4.2. For any change request made by the customer involving a total or partial cancellation of a confirmed booking, the JUNO BEACH Centre may retain the following amounts calculated according to the cancellation date and the starting date of the services:

- For a cancellation more than 30 days before the service is due to be provided, no amount shall be retained;
- For a cancellation between D-30 and D-10, and other than in cases of force majeure, any total or partial cancellation shall be billed on the basis of 30% of the amount including VAT for the cancelled service;
- For a cancellation between D-9 and D-4, and other than in cases of force majeure, any total or partial cancellation shall be billed on the basis of 50% of the amount including VAT for the cancelled service;
- For a cancellation less than 3 days before the scheduled date of the service, and other than in cases of force majeure, any total or partial cancellation shall be billed on the basis of 75% of the amount including VAT for the cancelled service.

If a customer fails to show up, without prior cancellation, the service shall be billed in full.

4.3. The JUNO BEACH Centre reserves the right, in good faith, to cancel or change certain services without prior notice if the comfort or safety of the customer so requires or in cases of force majeure.

4.4. If the JUNO BEACH Centre has to cancel or change an essential aspect of the booking, the customer shall have the option, within 8 days of receiving written information from the JUNO BEACH Centre, either to terminate the booking and obtain a refund or accept the proposed change by signing a new amended confirmation letter.

4.5. If customer arrives after the date of the booked service, the customer shall not benefit from any refund, other than in cases of force majeure.

Any failure of the customer to show up shall in all cases result in costs equivalent to the total amount of the confirmed booking, other than in cases of force majeure

In accordance with Article R 211-7 of the Tourism Code, the customer may assign their contract to an assignee who fulfils the same conditions as them for the stay, as long as this contract has not produced any effect. The customer is required to inform the JUNO BEACH Centre of their decision by registered letter with acknowledgement of receipt seven days before the start of the stay at the latest.

5. Service provision

5.1. The customer shall inform the JUNO BEACH Centre, in writing and prior to any booking, of any particularity relating to them that may affect the carrying out of the stay (people with reduced mobility with or without a wheelchair, pet owner, allergies, etc.).

5.2. The service provision deadlines are given on firm dates and times.

The JUNO BEACH Centre cannot be held responsible for any delay due to a case of force majeure - as stipulated in the above article - or to a fault of the customer or a third party.

If the providing of the service is delayed due to the customer or a third party, the JUNO BEACH Centre disclaims any liability resulting from this delay, which shall under no circumstances give rise, through explicit agreement, to compensation.

5.3. The JUNO BEACH Centre reserves the right to change the content of its services in line with technical changes in the way its services are provided.

6. Complaints

Any complaint relating to a service shall be sent to the JUNO BEACH Centre by registered letter with acknowledgement of receipt as soon as possible after the problems giving rise to this complaint have been identified

It is the customer's responsibility to provide all justifications as to the reality of the problems observed. The customer shall enclose with their complaint the visit supporting documents (entrance ticket, exchange vouchers, etc.) showing the number of participants.

7. Price/Payment

7.1. The public rate for our services is available on the JUNO BEACH Centre website and is applicable during the calendar year. The prices include all the services indicated in the description of each activity.

The services are billed on the basis of the rate included in the booking and are expressed per person. Unless otherwise contractually stipulated, the applicable VAT rate is the applicable rate at the time of billing. The prices, determined in the booking, are denominated in euros, are net and are calculated inclusive of all taxes on the basis of the prices specified to the customer. Once the booking has been confirmed by the customer, the JUNO BEACH Centre cannot retroactively apply occasional promotional offers or discounts.

7.2. Unless otherwise agreed, payments shall be made under the following conditions:

Payment shall be made in euros, before or at the time of the visit by any legally authorized means of payment accepted by the JUNO BEACH Centre, including Holiday Cheques, and on submitting the booking form. Unless otherwise stipulated, prices are payable on receipt of invoice.

In any event, the obligation to pay is only fulfilled insofar as the amount in euros is definitively credited to the JUNO BEACH Centre. No discount shall be granted for early payment.

For professional customers, payment shall be made within 30 days of the invoice issuing date.

Late payments may automatically and after prior formal notice give rise to a late payment penalty equal to 3 times the legal interest rate, in addition to any legal costs. Any costs incurred by unpaid invoices shall be borne by the customer. The billing of such amounts shall not prevent the possibility of automatically cancelling or terminating the sale with no legal formalities, three days after issuing a mere formal notice to pay, by registered letter with acknowledgement of receipt, to no effect. In any event, if an invoice is not paid on the due date, the amounts owed for the order in question as well as for all orders already honoured or in the process of being honoured shall be immediately payable. The provision of the services may also be suspended without any compensation being claimed until all amounts due have been paid in full with interest.

In the event of non-payment by the professional customer, the latter shall be liable, after formal notice has been given to no effect, to pay a lump-sum compensation amount of €40 for recovery costs.

8. Customer responsibilities/obligations

8.1. All the services referred to in the booking may only be provided in close cooperation between the JUNO BEACH Centre and the customer and in accordance with the information provided by the latter to the JUNO BEACH Centre. For this purpose, the customer undertakes to provide the JUNO BEACH Centre with all the information required for the registration of the booking and the provision of services.

This information must be sufficiently explicit to allow the JUNO BEACH Centre to provide its service. As a consequence, the customer enters into an obligation with the JUNO BEACH Centre to provide information and undertakes in particular to forward any useful document or information. The customer shall remain responsible for the content and accuracy of the information they forward to the JUNO BEACH Centre and shall guarantee the latter against any

legal action that may arise from the said information.

In addition, the customer shall comply with the company policies and procedures of the JUNO BEACH Centre. The customer shall be provided with the latter upon written request. Any infringements of the company policies and procedures may result in expulsion from the JUNO BEACH Centre.

8.2. The JUNO BEACH Centre undertakes to provide, in accordance with the applicable standards and regulations, the services defined in the booking. The obligations contracted for the services of the JUNO BEACH Centre are obligations of means. The JUNO BEACH Centre cannot be held liable for the choice of services chosen by the customer. In addition, the JUNO BEACH Centre undertakes not to interfere with the customer's educational choices. The JUNO BEACH Centre cannot guarantee the impact of its services on the customer's educational programme.

8.3. Each participant is fully liable for any comments, photos, videos or facts that they may post on social networks, blogs and therefore for their consequences (moral, legal, etc.) whether during or after the visit. The JUNO BEACH Centre shall under no circumstances be held liable for the consequences of such postings.

The photos and illustrations that accompany our programmes on the website and in our commercial documents have no contractual value and therefore the JUNO BEACH Centre may under no circumstances be held liable for them.

8.4. The JUNO BEACH Centre shall under no circumstances be held liable for any personal belongings forgotten, lost or stolen on board buses, minibuses or in any other place and cannot guarantee their return.

8.5. The parties shall be automatically released from their obligations without compensation as from the date of the occurrence of any events involving force majeure, unforeseen circumstances or outside causes, in particular due to war, fire, epidemics, floods, bad weather such as snow or ice, total or partial strikes, lack of qualified personnel, company closures, short-time working, travel restrictions, prefectural traffic bans, interruption of transportation, voluntary damage, theft, changes in regulations, interruptions of electricity or telecommunications networks, etc. However, the party involved shall inform the other party thereof immediately and make every effort to provide the services.

8.6. When the JUNO BEACH Centre is held liable as a result of proven fault on its part, compensation shall apply only to direct,

personal and unequivocal damage that the customer has suffered, with the explicit exclusion of compensation for any indirect and immaterial damage and/or loss. The amount of damages that the JUNO BEACH Centre may be required to pay for third-party and/or contractual liability shall in all cases be limited to the amount of the JUNO BEACH Centre's insurance upper limit for the damage suffered.

9. Insurance

The JUNO BEACH Centre has taken out an insurance policy with ALLIANZ providing Professional third-party liability coverage (contract No. 57716935). This insurance covers the JUNO BEACH Centre against the financial consequences of professional third-party liability as defined in Articles L. 211-16 and L. 211-17 and covers the financial consequences that may be incumbent on the JUNO BEACH Centre as a result of injury or loss of life (up to €10,000,000 per claim), material damage (€800,000 per claim), consecutive intangible damage (€800,000 per claim) and non-consecutive intangible damage (€305,000 per claim) caused to customers, service providers or third parties as a result of negligence.

This policy may be forwarded to the customer upon written request.

10. Intellectual property / Data processing and individual liberties

10.1. All the content of the website (illustrations, texts, labels, trademarks, logos, images and videos) is the property of the JUNO BEACH Centre.

All reproduction in whole or in part of this website is prohibited, unless otherwise explicitly authorized by the JUNO BEACH Centre beforehand. The JUNO BEACH Centre does not authorize the creation of hypertext links unless explicitly agreed beforehand.

10.2. In accordance with the law "Data processing and individual liberties" No. 78-17 of 6 January 1978, any personal data collected from customers are processed automatically, within a file declared to the CNIL under the responsibility of the JUNO BEACH Centre. The purpose of processing customers' personal data is to process bookings and, more generally, to manage customer relations. Unless customers object, they may receive commercial information from the JUNO BEACH Centre. It may only receive information from third party partners if it has explicitly given its consent by means of a checkbox provided for this purpose. Customers may in any

event object to the use of their personal data by contacting the JUNO BEACH Centre by letter or e-mail at communication@junobeach.org

In all cases, customers have the right to access, change, correct and delete data relating to them. To exercise this right, they only have to send a letter to the following address: JUNO BEACH Centre - Voie des Français Libres - BP 104 - 14470 Courseulles-sur-Mer. Customers may in any event object to the use of their personal data by deactivating this function on their account.

11. Applicable law/Disputes

The parties agree that these conditions and their consequences shall be subject to French law. The language herein and the language used in relations between the parties shall be French.

The customer shall be informed of the possibility of using, in the event of a conventional mediation procedure or other alternative dispute resolution method. If no amicable solution is reached within 15 days, the parties shall be free to bring the dispute before the competent courts.

CENTRE JUNO BEACH

GENERAL SALES CONDITIONS

OF THE JUNO BEACH CENTRE

SPECIAL COVID-19

Dated 24/09/2020

RELATIVE TO 4.2 – Booking changes or cancellation.

During the sanitary crisis period and until June 30, 2021, no request by the client for a total or partial cancellation of a confirmed reservation will be subject to invoicing by the Juno Beach Centre. The same stands in the event a client fails to show up.