

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – Preamble

Article 1.1. Identification of the Seller

AQUATTITUDE S.A.R.L

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Hereinafter referred to as “**the Lessor**”

Article 1.2. Purpose

These general terms and conditions aim to define the rights and obligations of the parties in the context of canoe and kayak rental by the Lessor to any person legally capable of entering into a contract (hereinafter referred to as the “**Client(s)**”), whether a consumer or a professional within the meaning of the French Consumer Code.

Article 1.3. Definitions

- **Client:** any natural or legal person entering into a contract with the Lessor under these general terms and conditions. The Client must be over 18 years old and legally capable of entering into a contract.
 - **Group:** a set of ten (10) or more people subject to a single booking made by a representative.
 - **Participant:** any person taking part in the service, even if they have not directly contracted with the Lessor.
 - **Service:** canoe-kayak rental and possibly an additional outbound shuttle service.
 - **Online Contract:** contract concluded through the Lessor’s website at: www.aquattitude.com
 - **Distance Contract:** any contract concluded within a system of distance selling or services, without the simultaneous physical presence of the professional and the consumer, using only remote communication methods, excluding the website.
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Article 2 – Content and Scope

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

They apply to all sales channels and distribution methods.

Any booking or purchase implies full and unconditional acceptance of these general terms and conditions, which prevail over any other conditions, except those expressly accepted by the Lessor and included in the signed booking contract/quotation.

The Client acknowledges having read and accepted these terms prior to booking and signing the contract/quotation.

Article 3 – Pre-contractual Information

The Client acknowledges having received, prior to placing an order and/or signing the contract/quotation, in a clear and understandable manner, these general and specific terms and all information listed in Article L.221-5 of the French Consumer Code (when acting as a consumer).

Article 4 – Price

Article 4.1. Final Price and Additional Taxes

The rental price is stated in euros, all taxes included (TTC), per boat.
It may be expressed as a package in the case of groups and may be calculated according to the number of participants.

The price includes the elements specified in the signed quotation/contract.

Article 4.2. Payment Terms

The Client guarantees that they have the necessary authorization to use the chosen payment method.

The Lessor reserves the right to suspend any booking or service in case of payment refusal or non-payment.

Payments are considered final only after actual receipt by the Lessor.

Accepted payment methods include:

- a. Credit/debit card (Visa, Mastercard, etc.) – online only
- b. Bank cheque
- c. Bank transfer (fees borne by the Client)

- d. Holiday vouchers
 - e. Cash
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Article 5 – Rental Equipment

The rented equipment (hereinafter the “**Equipment**”) includes what is specified in the service description.

It includes, in all cases:

- The boat
 - Paddles
 - Buoyancy aids (life jackets)
 - A waterproof container
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Article 6 – Security Deposit

A security deposit may be required at the time of booking, the amount of which is indicated in the quotation and service description.

It may be retained partially or fully in case of damage to the Equipment while under the Client’s responsibility.

Article 7 – Use of Equipment

The rental confirmation transfers responsibility for the Equipment to the Client for the entire duration of the rental.

The rental begins when the Equipment is handed over and ends upon its return.

The Client agrees to take care of the Equipment and return it in the same condition.

In case of damage, the Client must reimburse the full cost.

Indicative prices:

- Life jacket: €40
- Double paddle: €40
- Single paddle: €25
- SUP paddle: €40
- Barrel: €35
- Canoe/Kayak/Paddle/Pedal boat: €200–€900 depending on damage

Article 8 – Client Obligations

The Client undertakes, for themselves and all participants:

- That each participant can swim 25 meters and submerge
- That each participant wears a life jacket
- That each participant wears closed shoes during navigation
- To return all Equipment in its original condition
- To hold valid personal liability insurance
- To have no medical contraindications (including pregnancy)
- Not to navigate with children under 4 years old
- Not to abandon equipment or litter
- Not to enter private property
- To comply with safety instructions

Article 9 – Image Rights

The Lessor may take photos or videos during the service.

By accepting these terms, the Client authorizes their use worldwide, free of charge, for 10 years.

The Lessor will not sell or misuse the images.

Article 10 – Bookings

Booking methods:

- **Online:** selection, validation, payment, confirmation email
- **On-site:** direct purchase
- **Remote:** phone or email

For groups, final participant numbers must be confirmed at least 3 days before the service.

Article 11 – No Right of Withdrawal

In accordance with French law, no withdrawal right applies to leisure services provided on a specific date.

Article 12 – Safety

- Minors must be accompanied
 - Minimum age: 4 years (if able to swim)
 - No alcohol or drugs
 - The Lessor may refuse unsafe participants without refund
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Article 13 – Liability

The Lessor holds professional liability insurance.

Participants must have personal insurance.

Unsupervised rentals are at the Client's own risk.

The Lessor is not responsible for personal belongings.

Article 14 – Contract Modification

No refund for shortened or delayed services.

Group pricing remains based on confirmed numbers.

Article 15 – Contract Termination

By the Client

- Free cancellation up to 3 days before (non-group)
- Less than 3 days: 100% charged
- No refund for group reductions

By the Lessor

- Alternative or refund offered
 - No compensation in case of force majeure
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Article 16 – Personal Data Protection

Data collected: identity, contact details, payment info.

Purpose: contract execution and customer management.

Retention: up to 5 years.

Clients have rights of access, modification, and deletion.

DPO: Christophe TREMEAU

Article 17 – Insurance

The Lessor has professional insurance.

The Client must have personal liability insurance.

Article 18 – Dispute Resolution

Applicable law: French law.

Mediation:

<https://www.medconsodev.eu>

EU platform:

<https://webgate.ec.europa.eu/odr>

SAFETY CHARTER

(Annex to the Aquattitude General Terms and Conditions of Sale)

The Client and all Participants undertake to strictly comply with the following safety rules and regulatory provisions:

- Participants must be able to swim at least twenty-five (25) meters and submerge underwater, in accordance with Article A322-44 of the French Sports Code;
- The wearing of a buoyancy aid (life jacket) and closed-toe footwear is mandatory throughout the entire navigation period.
The life jacket must be worn at all times by any person navigating within the Baudinard Gorges, in accordance with Article 11 of the Inter-Prefectural Order No. 2018-327-003 dated 23 November 2018;
- It is strictly prohibited to disembark within the gorges or to exceed the authorized navigation limits, pursuant to Article 2.6 of the Inter-Prefectural Order No. 2018-327-003 dated 23 November 2018;

- Swimming, mooring, and bivouacking within the Baudinard Gorges are strictly prohibited, in accordance with Article 2.6 of the aforementioned Order;
- Jumping or diving from the cliffs of Baudinard or from bridges is strictly prohibited, pursuant to Article 2.6 of the aforementioned Order;
- The use of stand-up paddleboards (SUP) is strictly prohibited within the Baudinard Gorges, in accordance with the Inter-Prefectural Order dated 14 August 2020;
- The maximum number of persons authorized per watercraft must be strictly observed;
- The Client must hold a valid personal civil liability insurance policy covering the duration of the Service;
- Any minor must be accompanied by a legal adult guardian;
- In the event of delay in returning the Equipment, additional charges may be applied;
- Participants must not be subject to any physical or psychological contraindication to the practice of the activity;
- The Client undertakes to notify the Lessor upon completion and return from the activity;
- Under no circumstances shall Participants attempt to return by swimming, even in the event of difficulty;
- Participants must at all times carry a mobile phone;
- The Lessor shall not be held liable for any damage resulting from the use of waterproof containers (including but not limited to improper fastening, closure defects, or lack of watertightness);
- Compensation shall be payable in the event of loss or damage to the Equipment, in accordance with the unit pricing set out in the GTC;
- The Client (signatory) undertakes, on their own behalf and on behalf of all Participants under their booking, to ensure full compliance with this Safety Charter and shall be responsible for enforcing these rules within their Group.