

General conditions of sale 2021

Sales of packaged stays including room, breakfast and VULCANIA entry tickets

These conditions detail the general conditions of sale (GSC) based on the Tourism Code applicable to the sale of stays. They apply only to sales to (private) individuals. It is explicitly stated in accordance with article L 211-9 of the Tourism Code that the information on holiday.vulcania.com may be modified before concluding this contract. The CUSTOMER will be notified of any modifications excluding shows, attractions, shops or restaurants in the VULCANIA Park which are open only at certain times of the year or may be closed, updated or unavailable without notice.

I. Contractual relationship:

Article 1.1: The Parties

VULCANIA, holder of Tour Operator registration number IM063120002, issued by the Registration Commission on 17 February 2015 is the single point of contact for the CUSTOMER and is responsible for obligations which result from these conditions of sale. VULCANIA cannot be held responsible for loss resulting from force majeure, CUSTOMER responsibility or any individual outside the company, with regard to services provided during the stay.

The CUSTOMER agrees to this contract under the conditions below, declares that they are at least 18 years old, and legally eligible to enter into a contractual relationship and are not under stewardship or guardianship. The CUSTOMER also accepts that they will adhere to any guidelines communicated by VULCANIA with regard to the organisation of the packaged stay.

Article 1.2: BOOKING

Bookings can only be made on the site holiday.vulcania.com and must be made at least 48 hours before the start of your stay.

The contract is deemed to be in force once a BOOKING number has been allocated and the stay paid for. A summary of your BOOKING will be sent to the CUSTOMER by email (only).

In application of article L 121-20-4 of the consumer code, services provided by VULCANIA are not subject to the right of cancellation as laid down in article L 121-20 and subsequent of the consumer code in relation to remote sales. As a result, services booked are subject exclusively to the cancellation conditions laid out herein.

Article 1.3: Type of sale

Note that the conditions below apply to the sale of PACKAGED STAYS, including accommodation, breakfast and entry tickets to the VULCANIA Park.

Article 1.4: Acceptance of sales conditions

BOOKING a packaged stay implies the explicit acceptance without reserve by the CUSTOMER of all clauses and conditions under this sales contract. As a consequence, the CUSTOMER declares having fully understood these conditions of sale and accepts that no other contract is applicable.

Article 1.5: Prices displayed

The prices displayed on the Internet site holiday.vulcania.com are applicable to the 2021 season. Prices are determined based on current economic conditions at date and on a VAT rate of 20%. They may be revised after BOOKING, only if the above applicable VAT rate changes. The CUSTOMER should note that they exclude tourist tax which must be paid directly to the hotel (see article 3.2). The tourist tax applicable can be found within the description of hotels.

Article 1.6: Modification of service prices

If the applicable VAT (or other taxes) rate changes, VULCANIA reserves the right to change the total of services ordered by applying a percentage to the item concerned. Changes in VAT rates will automatically be applied to the sales price. The CUSTOMER may cancel or confirm their BOOKING as laid down in article R 211-9 of the Tourism Code. However, prices cannot be modified within less than 30 days of the stay.

Article 1.7: Non-retroactive promotions

Once a BOOKING is confirmed, VULCANIA will not retrospectively apply more recent promotions and special offers.

II. Booking:

Article 2.1: information

The BOOKING must include:

- The number of people in your party and the age of any children
- The name, first name and title of the CUSTOMER making the booking
- The CUSTOMER address, postcode, Town and Country
- Home and mobile telephone numbers
- The day of arrival
- The service options selected.

Fields on the form followed by an asterisk must be completed. Otherwise, VULCANIA cannot complete your registration.

Article 2.2: Administrative fee

For all BOOKINGS completed on the site holiday.vulcania.com, an administrative fee of 6€ inc.VAT will be charged.

Article 2.3: BOOKING

Booked stays cannot be exchanged, modified or refunded. Bookings are confirmed and final except for clauses applicable under paragraph IV.

Article 2.4: BOOKING documents

Once the BOOKING is complete, the CUSTOMER will receive by email all related documents which include:

- A summary of the BOOKING with purchase invoice
- Entry tickets to the VULCANIA Park

- The exchange voucher for accommodation

Note that the CUSTOMER must start the stay on the dates stipulated in the BOOKING.

Article 2.5: Printing and validity of BOOKING documents

All BOOKING documents must be printed in good quality by the CUSTOMER. The CUSTOMER should verify the quality of printing by ensuring that information on the ticket and other documents, including the barcode, are readable. Booking documents, and notably entry tickets to the park, which are partially printed, dirty, damaged or unreadable cannot be accepted and as a consequence considered invalid. The CUSTOMER will not be eligible for reimbursement.

Article 2.6: Usage of BOOKING documents

Booking documents must be shown by the CUSTOMER to enter the VULCANIA Park and on arrival at their accommodation. Each barcode represents an entry into VULCANIA for one person. It is not permitted to enter the park more than once with a single barcode.

Article 2.7: Price of services

Note that the price paid on the site holiday.vulcania.com is the price established by the hotel at time of booking. This price excludes promotions which might be on offer by our hotel partners.

III. Payment conditions

Article 3.1: Payment method

All payments must be made in Euros by Visa or MasterCard bank card on the day of the BOOKING. Immediate payment in full is required for any BOOKING completed on the site holiday.vulcania.com. No other payment methods are accepted. VULCANIA cannot be held responsible for bank card transaction fees due to exchange rate or any other charges made by your bank.

Article 3.2: Additional tax

Details of services included in the price of the BOOKING are detailed in the BOOKING summary. Note that some additional taxes relating to (hotel) accommodation may be incurred (tourist tax notably) and are payable directly to the hotel. These taxes, when applicable, are payable by the CUSTOMER.

The amount of such taxes is included in the description of hotels.

Article 3.3: Invoice

Once the packaged stay has been paid, the CUSTOMER will receive a summary of services booked by email. An invoice is raised once the packaged stay is booked by the CUSTOMER.

Article 3.4: Ownership

The printed BOOKING documents are nominative and cannot be transferred. They cannot be exchanged, or reimbursed unless subject to cancellation insurance (if the CUSTOMER has taken out cancellation insurance) as detailed on the Internet site holiday.vulcania.com.

On entering the VULCANIA Park and when submitting documentation to suppliers providing services during the holiday, the CUSTOMER's valid identity card or passport may be requested as proof of identity.

It is strictly forbidden to copy, duplicate or forge an entry official VULCANIA document, to use them or copies thereof in exchange for services. Such activity is liable to prosecution without prejudice to damages or compensation that VULCANIA would be within their rights to claim against perpetrators thereof in respect of the loss incurred.

IV. Cancellation

Article 4.1: Taking out cancellation insurance

Bookings made on the site holiday.vulcania.com are, in accordance with article 2.3, confirmed and final and cannot be cancelled.

The CUSTOMER may take out cancellation insurance with the Chapka insurance company in accordance with the conditions which may be consulted on the site holiday.vulcania.com (section 'practical information'). Cancellation insurance requires signature of a contract between Chapka insurance and the CUSTOMER for an amount equivalent to 4.2% of the total BOOKING inc. VAT and must be subscribed during BOOKING.

Note that any requests to cancel the stay should be made directly to Chapka insurance and not VULCANIA. The CUSTOMER must, however, inform VULCANIA of the cancellation by email or telephone number indicated on BOOKING documents.

Article 4.2: Reception of insurance documents

Insurance documents will be sent by Chapka insurance to subscribed CUSTOMERS within two weeks of making their BOOKING.

Note that even if insurance documents are sent to CUSTOMERS within two weeks of their BOOKING, the insurance contract is valid when the stay is paid (insurance included).

V. General rules on packaged stays

Article 5.1: Access to the park and activities

All packaged stays booked by the CUSTOMER are subject to VULCANIA internal regulations with regard to access to the park and activities. The VULCANIA internal regulations are freely available for consultation on the site vulcania.com/en/.

Article 5.2: Access to ACCOMMODATION

Note that most ACCOMMODATION is only available from 3 o'clock in the afternoon and rooms must be vacated before midday (unless otherwise stated in hotel descriptions) no matter the time of arrival or means of transport used. Note that for any arrival after 7 o'clock, the CUSTOMER must notify the hotel which will be within their rights to reallocate the room booked if the CUSTOMER has not notified the HOTEL of their late arrival.

Article 5.3: ACCOMMODATION services

Some additional services offered by hotels, available per night and for breakfast, might not be available in case of force majeure or due to seasonal constraints.

Article 5.4: Breakfast

Breakfast is included in the packaged stay, equivalent to 1 breakfast per night per person, depending on the number of nights booked.

VI. Responsibilities

Article 6.1: Fulfilment of responsibilities

In accordance with article L. 211-17 of the tourism code, VULCANIA is fully responsible with regard to the CUSTOMER for the fulfilment of obligations resulting from these conditions of sale whether the services are provided by VULCANIA or its hotelier partners. However VULCANIA may claim exemption from all or part of its obligations by demonstrating unequivocally that the lack of fulfilment or poor fulfilment is either the responsibility of the CUSTOMER, unforeseeable and insuperable, force majeure, or the responsibility of an outside third-party subject to these conditions of sale.

Article 6.2: Customer responsibility

The CUSTOMER is responsible for any damage, directly or indirectly caused during the stay at VULCANIA Park and at the ACCOMMODATION, whether to VULCANIA or accommodation staff or other CUSTOMERS, or to equipment made available to the CUSTOMER by VULCANIA or the ACCOMMODATION.

Article 6.3: Loss or theft of tickets

VULCANIA cannot be held responsible in case of loss or theft of tickets.

VII. Applicable law and claims

Article 7.1: Laws and tribunals (legal jurisdiction)

These conditions are subject both in their interpretation and implementation to French law and are subject to French legal jurisdiction.

Article 7.2: Claims

Any claims or requests made against services provided as defined herein must be submitted as soon as possible by the CUSTOMER, on-site or by telephoning +33 4 73 19 70 00 such that VULCANIA may determine a satisfactory solution as quickly as possible. Any claim or complaint that is not formulated on site or solved satisfactorily must be addressed by the CUSTOMER to VULCANIA by registered post with signature within seven working days. Any written claim or complaint must stipulate the CUSTOMER's date of arrival, the BOOKING number and the reason for the claim. If no response is received within 60 days of referral to VULCANIA CUSTOMER services, the CUSTOMER may refer the case to the Tourism and Travel mediator, whose contact details and procedures are available on the site www.mtv.travel.

VIII. Personal data

Article 8.1: data collected

Data collected on the site holiday.vulcania.com are for use by VULCANIA. They will be processed by a computerised system to process CUSTOMER requests and to manage VULCANIA customer relations, in particular:

- Replying to requests submitted via the site.
- Making and managing BOOKINGS

- Sending sales information to the CUSTOMER where the CUSTOMER has given their permission to do so and legislation allows it.
- Establishing and using statistics on the usage of the site to improve the service provided by VULCANIA on the site.

VULCANIA may also collect data on the use of the site, for example the pages that the CUSTOMER visits or the services that they use, to understand CUSTOMER requirements better and to improve functionality on the site.

Article 8.2: The right to modify data

In accordance with law No. 78-17 of 6 January 1978 ('Data Protection Act'), CUSTOMERS have a right to consult, rectify or delete data about themselves. The CUSTOMER may exercise this right by writing to VULCANIA at East head office, 2 route de Mazayes, 63230 Saint-Ours Les Roches. This is an individual right which can be exercised only by the person concerned. For security reasons, VULCANIA will request proof of identity to avoid communicating confidential information about the person to an unauthorised third party. Customer data may be transmitted by VULCANIA to third parties for the purposes of sales prospecting, on condition that the CUSTOMER approved this use of their data on their registration form.

Article 8.3: Personal account

The name and password attributed to the CUSTOMER for the creation of a personal account on registration are personal and confidential. VULCANIA may, however, access the personal account to determine offers that the CUSTOMER consults and use this information to understand the expectations and requirements of the CUSTOMER. When the CUSTOMER connects to their personal account, a cookie is installed on their computer to facilitate the use of their account. If the CUSTOMER wishes to prohibit this, refer to the section 'cookies' of this legal documentation.

Article 8.4: Cookies

VULCANIA uses cookie files installed on the CUSTOMER's computer which do not identify the CUSTOMER personally. Cookies record information about the navigation of the computer on the site (pages consulted, date and time pages consulted, etc.). Cookie files may be read on future visits to the site to personalise the CUSTOMER connection and may be conserved on the target CUSTOMER computer until the BOOKING date. The CUSTOMER may refuse cookies by configuring their computer, depending on the Internet browser used. The 'help' section of the browser may indicate how to refuse cookies. As an example, the functions provided by certain browsers are as follows:

For Microsoft Internet Explorer 6.0:

1. Select the 'Tools' menu, then 'Internet Options.'
2. Click on the 'confidentiality' tab and select the level required.

For Microsoft Internet Explorer 5:

1. Select the 'Tools' menu, then 'Internet Options'

2. Click on the 'Security' tab.
3. Select 'Internet', then 'Custom Level.'
4. Go to the 'cookies' section and choose the option you require.

For Netscape 6.X and 7.X:

1. Select the menu 'Edit'>'Preferences'
2. Confidentiality and security
3. Cookies.

For Firefox:

1. Choose 'Tools'>'Options' menu
2. Click on the 'Privacy' option.
3. Section 'cookies'

For Opera 6.0 and above:

1. Choose the menu 'File'>'Preferences'
2. Privacy 11