



ORDER FORM 2018

On-line booking – Prices valid until 30/06/2018

ESTABLISHMENT'S NAME	
ADDRESS	
POSTCODE	CITY
COMPANY NAME	VAT N°
TEL	EMAIL
WEBSITE	NAME OF SIGNATORY

ONLINE BOOKING SERVICES

FULLY RESPONSIVE PREMIUM INDIVIDUAL PACK

Online booking module for Individual website that adapts to mobile devices

- Campsites with > 70 pitches / rental units **840€**
- Campsites with < 70 pitches / rental units **690€**
- Campsites with < 40 pitches / rental units **450€**
- Individual Pack Facebook INCLUDED **0€**

SMARTPHONE AND TABLET MINI WEBSITE

Website for smartphones and tablets as complement to the Classic Individual website

- Campsites with > 70 pitches / rental units **460€**
- Campsites with < 70 pitches / rental units **360€**

Yearly subscription of 12 months.

On the Fully Responsive Premium Pack and Mini website, to be added to the price: +0, 24€ per accepted booking.

Secureholiday Settings

Free telephone training, free hotline not surcharged number, free updates.

- Setup by client: 0€ Setup done by Ctoutvert: 90€ Initial setup by Ctoutvert: free

PMS Gateway – management tool

Rivages, Plein Air, Inaxel, Stratech, Thélis, Applicamp, Logmis, Enaïa, I-resa, gateway included regardless of the product ordered. Your supplier will be able to give you the price of the gateway.

- Setup by client: 0€ Setup by Ctoutvert: 50€

I declare to have read and I accept the general terms and conditions of the contract.

Date: / /

Signature:

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – Applicability and enforceability

The hereby General Terms and Conditions (hereinafter « the GTC ») are written between the company CTOUTVERT and the Campsite « hereinafter « the Client »), and they represent the basis for sales negotiations. CTOUTVERT reserves the right to modify these GTC at any time. The hereby GTC cancels and replaces any prior GTC. Unless otherwise agreed, the signing of the order form automatically indicates the acceptance of these GTC, the recognition to have completed its knowledge and the renunciation to take advantage of its own conditions of purchase or of any other conditions. If CTOUTVERT does not exercise its rights at a given time in relation to one of the clauses herein, this shall not constitute a waiver of them. General Conditions for the use of the Services are available at any time through a simple request, and on CTOUTVERT's website: ctoutvert.com, and also on the SecureHoliday Interface, and are an integral part of the hereby GTC.

Article 2 – Purpose

The purpose of the hereby GTC is to define the conditions under which CTOUTVERT provide the Services to the Client (hereinafter « the Services »), as define in the order form for the ordered Service, and more generally in these GTC.

Article 3 – Service provision

Service provision – The ordered Services are providing: either through the online provision of the Services by CTOUTVERT; or by electronic sending of access links. The provision of the ordered Services shall take action within one (1) month, unless particular case (manual updating of prices, on demand and behalf of the Client).

Implementing rules – CTOUTVERT has an obligation of means, after which the Services will be provided in the strict respect of professional rules and in accordance with the hereby GTC.

Article 4 – Prices

Current prices – The Services are supplied at the prices prevailing as written on the order form given to the Client, expressed in euros and calculated excluding taxes. In consequence, this price shall be increased by the VAT rate in-force at the day of ordering. CTOUTVERT reserves the right to modify his prices at any time and this information shall be notified to the Client no later than two (2) months before enforcement.

Conditions of payment – The payment of orders takes place: either by bank cheque; by credit card; or by bank transfer. The invoice is issued by CTOUTVERT on the date of the online provision of the ordered Services, and at most one (1) month after the electronic sending of access links by the department responsible for providing the ordered Services.

Terms of payment – The Client shall pay the orders within thirty (30) days from the invoice sending by CTOUTVERT.

Late fee and recovery costs – According to the article L441-6 of the French Commercial Code, any payment delay requires CTOUTVERT to invoice interest for delay, at a rate equal to three times the statutory rate of interest applicable on the issue date of the invoice. Moreover, CTOUTVERT can suspend the Services provisions until complete payment of the unpaid invoice, and CTOUTVERT shall not be deemed responsible for this suspension. This late fee is calculated on the amount all taxes including of the amount remaining, and shall run from the due date of the invoice, without any prior notice.

In addition to these interest for delay, any amount, including the advance, unpaid at its due date shall allow CTOUTVERT to invoice a fixes sum of forty (40) euros, as compensation for recovery cost.

Article 5 – Duration, renewal and termination of Services

Duration and renewal – The order of one or more Services with the order form grants the Client to benefit from the ordered Services for twelve (12) months, tacitly renewable. Concerning the Pay Per Click Pack, the duration of the Services depends on the business volumes, and there is no tacit renewal.

Termination – The Client shall have thirty (30) days from the anniversary date of the online availability of the Services, to terminate all its active Services, by sending a registered mail to CTOUTVERT. In case of any modification of the hereby, including any prices modification by CTOUTVERT or any evolution of the ordered Services, the Client who do not accept the new conditions after he have been informed of it, and within 30 days from the date where he has been informed, should terminate the Services in the same conditions as previously exposed. The Pay Per Click pack do not allow the Client to terminate the GTC because of the fixed price which correspond to a precise number of click.

Article 6 – Liability

The responsibility of CTOUTVERT cannot be committed if the non-execution or the delay in the execution of one of its obligations results: of a technical problem outside the will of CTOUTVERT; because of the Client or in case of force majeure. CTOUTVERT, as a simple technical intermediary and hosting provider, is not responsible for damages which could arise, caused by the Client and related to the contents provided by him in his SecureHoliday Interface, or which CTOUTVERT provides in the Interface, on behalf of the Client.

Article 7 – Personal Data

According to the legislation in force regarding the personal data protection, and for the collect of the personal data contained in the order form, the Client has a right of access, rectification, and suppression of his personal data, on simple request at: cnil@ctoutvert.com

Article 8 – Intellectual Property

CTOUTVERT grants to the Client a temporary and non-exclusive licence of use on the SecureHoliday system for which he is the exclusive owner. This licence is granted in the only frame of the use permitted by the ordered Services. CTOUTVERT guarantees the Client that he owns the entire rights on his system, in particular all intellectual property rights. He guarantees that the simple use of the system by the Client do not constitute a counterfeit, and that the hereby license does not affect the right of third parties, whoever they are. In the same way, the Client guarantees CTOUTVERT that he owns the entire rights, including intellectual property rights on contents, in particular visual contents, that he provides on his SecureHoliday Interface.

Article 9 – Litigation and applicable law

Any dispute concerning the interpretation or the execution of the hereby is subject to the French law. In the event that an amicable settlement cannot be reached, the dispute will be heard by the Commercial court of Toulouse.