

## GENERAL TERMS AND CONDITIONS OF SALE

Camping accommodation or pitch booking by private individuals

Contact details of the Service Provider :

- Camping Domaine la Garenne\*\*\*\* - M. Paul ROBERT
- Entreprise individuelle immatriculée au RCS de Romans/Isère sous le numéro 418939880
- Exerçant au 156 chemin de Chablezin, 26330 Saint-Avit
- contact@domaine-la-garenne.com – 04.75.68.62.26

DEFINITIONS:

BOOKING or RESERVATION or RENTAL: service provision.

SERVICES: seasonal rental of camping accommodation or pitch.

ACCOMMODATION: Tent, caravan, mobile home and chalet.

### ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the XXX campsite, operated by M. Paul ROBERT (the "Service Provider"), to non-professional clients ("the Clients" or "the Client"), on its website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) or by telephone, post or email, or where the Service Provider markets its Services. These do not apply to campsite rentals intended for mobile homes, which require a long-term rental contract.

The Services' main characteristics are presented on the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising its booking. The choice and purchase of a Service is the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, namely those applicable for other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the Client is the one on the website or communicated by the Service Provider when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Service Provider's IT system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, the Client has, at any time, a right of access, rectification and opposition if the processing is not essential to carry out the booking, and can request the processing of all its personal data to be suspended by written notice, by post and justifying its identity, addressed to:

Mr ROBERT Paul

Camping Domaine la Garenne

156 chemin de Chablezin

26330 Saint-Avit

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before completing the online booking, as well as the general conditions of use of the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) or, if the booking was not made on the internet, by any other appropriate means.

## **ARTICLE 2 - RESERVATIONS**

The Client selects on the website, or provides information on any document made available by the Service Provider, the services it wishes to book, according to the following terms and conditions:

Choice of dates of stay, number of participants, choice of accommodation, choice of additional options, fill the Client's and participants' contact details, reading of the general terms and conditions of sale, payment of the deposit, waiting for validation by the Service Provider (maximum period of 48 hours), validation (or invalidation leading to non-payment) of the stay by the Service Provider, receipt of confirmation e-mail and holiday detail.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Service Provider. The Booking will only be deemed confirmed after the Service Provider has sent the Client a confirmation accepting the Booking by email or post or upon signature of the contract should the booking be made directly at the premises where the Service Provider markets its Services.

All Bookings made on the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) constitute a contract concluded remotely between the Client and the Service Provider.

All Bookings are nominative and cannot, under any circumstances, be transferred.

## **ARTICLE 3 - PRICES**

The Services offered by the Service Provider are provided at the rates in force on the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) or on any information medium provided by the Service Provider when the booking is made by the Client. Prices are in Euros, with and without value added taxes.

The prices take into consideration any reductions that may be granted by the Service Provider on the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) or on any information or communication medium.

An invoice is prepared by the Seller and given to the Client at the end of the stay.

### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/council is not included in the prices. Its amount is €0.50 per person and per night at the 01/01/2024. This tax must be paid when paying for the Service and is shown separately on the invoice.

## **ARTICLE 4 - PAYMENT TERMS**

#### **4.1. ADVANCE PAYMENT**

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client.

When booking, the Client must make an advance payment corresponding to 30% of the total price for the Services booked and provided. It must be paid within 7 days of booking. It will be deducted from the total amount of the order. The balance of the balance must be paid no later than 1 month before the start of the stay.

The Service Provider will not refund any amount if the Client cancels its stay less than 40 days before the scheduled date of arrival (except in cases provided for in article 6.4 of these General Terms and Conditions).

The balance of the stay must be paid in full 30 days before the date of arrival (failing this the booking will be cancelled). When making a reservation for a stay taking place within 30 days, the Customer must pay for the entire stay at the time of booking.

#### **4.2. PAYMENTS**

Payments made by the Client will only be deemed final when the Service Provider has actually received the amounts due.

A late payment will result in the immediate payment of all sums owed by the Client, without prejudice to any other legal action the Service Provider would be entitled to file against the Client.

#### **4.3. NON-COMPLIANCE WITH THE PAYMENT TERMS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the above-mentioned payment terms, to suspend or cancel the provision of the Services booked by the Client and/or to suspend the performance of its obligations after a formal notice to comply remains ineffective.

### **ARTICLE 5 – PROVISION OF SERVICES**

#### **5.1. PROVISION AND USE OF SERVICES**

The accommodation or pitch may be occupied from 2 p.m. on the day of arrival for bare pitches and 3 p.m. for rentals and must be vacated by 12 noon on the day of departure for pitches and 10 a.m. for rentals.

The balance of the stay must be paid in full

- 30 days before the date of arrival (failing this the booking will be cancelled)

The camping accommodation and pitches are made available for rental for a given number of occupants and may not, under any circumstances, be occupied by a greater number of people. Any excess of this capacity will be refused and will result in the contract' end. A baby or child obviously counts as a person.

The camping accommodation and pitches will be left in the same state of cleanliness as they were on arrival. If the Client fails to comply, an additional sum of €55 to €130 will be paid by the Client to cover cleaning costs. The tenant can buy a so-called household option. This option does not exclude a duty to tidy up and wash up. Any damages to the accommodation or of its accessories will result in immediate repairs to be borne by the Client. The inventory carried out at the end of the stay must be strictly identical to that at the start of the stay.

## **5.2. SECURITY DEPOSIT**

For accommodation rentals, the Client must pay a security deposit of €100 for bivouacs, €300€ for tithomes, €500€ for rental accommodation and €1000 for the TRIBU mobil-home when the keys are handed over; this amount will be returned to the Client on the last day of the stay rental subject to a deduction to cover costs for damages.

This deposit does not constitute a limit of liability.

## **ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT**

No reduction will be granted in the event of delayed arrival, early departure or change in the number of people (whether for part/the entire duration of the planned stay).

Attention, any rental not occupied after 24 hours following the date of arrival indicated on the present contract, of which the tenant has not manifested himself, may be re-rented. By his silence, the tenant loses all his rights, and no reimbursement will be made. The fact of being late on arrival does not authorise a late departure.

### **6.1. CHANGES**

In the event of a change in the dates or the number of people, the Service Provider will endeavour to accept the requests for change of date, subject to availability, without prejudice to any additional costs; in all cases, this is a simple obligation of means, as the Service Provider cannot guarantee the availability of a camping pitch or accommodation or of another date; in these cases, an additional sum may be requested.

Any request to shorten the duration of a stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by article 6.3.

### **6.2. INTERRUPTION**

A premature departure cannot give rise to any refund from the Service Provider.

### **6.3. CANCELLATION**

If you are obliged to cancel your holiday, we must be notified of the cancellation by post or e-mail, and the sums paid will not be refunded unless you have taken out cancellation insurance and the conditions of your cancellation are taken into account by that insurance.

### **6.4 TAKING OUT NEAT CAMPING CANCELLATION INSURANCE**

**> Neat Camping peace of mind insurance: your guarantee of a carefree holiday!**

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> Opt for Neat Camping insurance and ensure a worry-free holiday. Our cancellation insurance offer (optional) guarantees a refund of your stay in the event of unforeseen circumstances before your arrival, and also covers you in the event of interruption of stay, replacement vehicle, veterinary expenses ....

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> In brief :

1. Quick and easy: A simple procedure that guarantees you a refund within 48 hours in the event of cancellation.
2. Universal cover: Whether you're travelling with family, friends or on your own, everyone is covered, regardless of family ties.
3. Easy online declaration: Simplify the process with a user-friendly online declaration for rapid incident management. <https://declare.neat.eu/campings-independants>
4. Flexible cancellation policy: You can cancel your holiday with or without justification, as we understand that unforeseen circumstances can arise at any time.

Take out Neat Camping insurance and enjoy your holiday with complete peace of mind. Because your moments of relaxation deserve to be protected.

## **6.5. CANCELLATION IN THE EVENT OF A PANDEMIC**

6.5.1. In the event of total or partial closure of the establishment during the booked dates (forbidding total or partial access to guests, insofar as the Client is directly concerned by the enforcement of this measure) decided by the public authorities, and not attributable to the Service Provider, the Client will have the choice between:

- a) refund of the sums paid in advance by the Client for the reservation of the stay.
- b) a voucher of the sums paid valid until the end of the following season (i.e. usable for year n and n+1)

However, the Service Provider cannot be held liable for additional compensation beyond this refund of amounts already paid when booking the stay.

In the event that the Client is forced to cancel the entire stay due to government measures that do not allow participants to travel during the date of the stay (general or local confinement, travel ban, border closures), even though the campsite is able to fulfil its obligation and welcome the Clients, the Service Provider will give the Client the choice between :

- a) refund of the sums paid in advance by the Client for the reservation of the stay.
- b) a voucher of the sums paid valid until the end of the following season (i.e. usable for year n and n+1)

6.5.2. Notwithstanding the provisions of article 6.3 CANCELLATION, any cancellation of the stay due to the Client being infected by Covid-19 or any other infection considered to be part of a pandemic, which is duly justified, or is identified as a contact case, and that this situation calls into question its presence on the campsite on the planned dates will result in a refund of the amounts paid in advance.

Any processing and management fees as provided for in the general conditions will be retained by the Service Provider. In all cases, the Client must imperatively justify the event making them eligible for this right to cancellation.

6.5.3. Notwithstanding the provisions of article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the Customer has had his holiday request cancelled by his employer due to the Covid-19 pandemic, the Provider will offer to postpone your holiday to another period of the

current season only. If the Customer refuses or is unable to reschedule, then all monies paid will be forfeited to the Service Provider.

6.5.4 - If the Client subscribes to a specific insurance covering the risks listed in Article 6.5.2 or Article 6.3, the insurance compensation received by the Client will be deducted from the amount of the refund.

## **ARTICLE 7 - OBLIGATIONS OF THE CLIENT**

### **7.1. CIVIL LIABILITY INSURANCE**

The Client (as participants) on a pitch or in accommodated must have subscribed to a civil liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay.

### **7.2. PETS**

Pets are accepted, ONLY ON THE PITCHES, under their owners' responsibility, subject to the fixed price available from the Service Provider and payable on site.

Only category 3 dogs are accepted. Category 1 and 2 dogs are strictly forbidden within the campsite.

Domestic animals are strictly forbidden in the rentals. The Client having concluded a contract for a rental undertakes not to bring pets, under penalty of cancellation of the stay without possible refund.

### **7.3. CAMPSITE REGULATIONS**

Campsite regulations are displayed at the entrance to the establishment and at the reception. The Client must take note of these regulations and comply with them. They are available on request.

## **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - WARRANTY**

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any non-compliance or hidden defect, resulting from a defect in the design or performance of the Services booked.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 24 from the provision of the Services.

The Service Provider will refund or rectify or have rectified (wherever possible) the services found to be defective as soon as possible and no later than 3 days after the Service Provider has discovered the defect or fault. The refund will be made by credit to the Client's bank account or by bank cheque to the Client.

The Service Provider's guarantee is limited to the refund of the Services actually paid for by the Client. The Service Provider cannot be held responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure as defined by French law.

The Services provided through the Service Provider's website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) comply with the French laws in force.

## **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities related to the organisation and sale of stays or excursions on a given date or at a specified period are not subject to the right of withdrawal applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the French Consumer Code.

## **ARTICLE 10 - PROTECTION OF PERSONAL DATA**

The Service Provider, who drew up these terms and conditions, processes personal data on the following legal basis:

- Legitimate interest by the Service Provider when pursuing:
  - prospecting;
  - managing the relationship with its clients and prospects;
  - organisation, registration and invitation to Service Provider events;
  - processing, execution, prospecting, production, management, monitoring of client requests and files;
  - the drafting of acts on behalf of its clients.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of:
  - preventing money laundering and terrorist financing and the fight against corruption;
  - invoicing;
  - accounting.

The Service Provider only keeps the data collected for the time necessary to carry out the operations for which they were collected and in compliance with the regulations in force.

In this regard, client data is kept for the duration of contractual relations plus 3 years for the purposes of prospecting, without prejudice to retention obligations or limitation periods.

Regarding the prevention of money laundering and the financing of terrorism, the data is kept for 5 years from the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the financial year.

Prospect data is kept for 3 years if no participation or registration to the Service Provider's events has taken place.

The data processed is intended for authorised persons of the Service Provider.

Under the terms of the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, to rectify, to question, to restrict the use of, to transfer and to delete any data concerning them.

The individuals concerned also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data on which the legitimate interest of the Service Provider is based, as well as the right to object to sales prospecting.

They also have the right to define general and specific guidelines regulating how they intend to exercise, after their death, the above-mentioned rights

- by email to the following address: [contact@domaine-la-garenne.com](mailto:contact@domaine-la-garenne.com)

- or by post to the following address: ROBERT Paul, Camping Domaine la Garenne, 156 chemin de Chablezin, 26330 Saint-Avit, accompanied by a copy of a signed identity document.

The persons concerned have the right to file a complaint with the CNIL [Commission Nationale de l'Informatique et des Libertés].

#### **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website [www.domaine-la-garennecom](http://www.domaine-la-garennecom) belongs to the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Service Provider retains all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. Therefore, the Client refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorisation of the Service Provider who may make it conditional to financial compensation.

The same applies to names, logos or, more broadly, any graphic representation or text belonging to the Service Provider or used and distributed by the Service Provider.

#### **ARTICLE 12 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations resulting from them are governed and subject to French law.

These General Terms and Conditions of Sale are originally written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

#### **ARTICLE 13 - DISPUTES**

All disputes arising from the purchase and sale transactions concluded pursuant to these general terms and conditions of sale, concerning their validity, interpretation, execution, termination, consequences and others and which could not be resolved between the Service Provider and the Client will be submitted before the competent courts under the conditions of common law.

The Client is informed that, in the event of a dispute, it may resort to conventional mediation or any other alternative dispute resolution method.

In particular, the Client may resort to the following Consumer Mediator free of charge:

SAS Médiation Solution

222 chemin de la bergerie 01800 Saint Jean de Niost

site : <https://www.sasmediationsolution-conso.fr>,

email : [contact@sasmediationsolution-conso.fr](mailto:contact@sasmediationsolution-conso.fr)

#### **ARTICLE 14 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**



The Client acknowledges having received, prior to its Booking, in a readable and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the necessary details in application of the decree of 22 October 2008 regarding the prior consumer information on the characteristics of campsite rental accommodation, and in particular:

- the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- the price of the Services and associated fees;
- information on the identity of the Service Provider, its address, telephone number, electronic details and its activities, if not apparent from the context;
- information relating to legal and contractual guarantees and their implementation methods; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of using conventional mediation in the event of a dispute;
- information on the terms of termination and other important contractual conditions.

Any booking by an individual (or legal entity) on the website [www.domaine-la-garenne.com](http://www.domaine-la-garenne.com) implies full and complete acceptance of these General Terms and Conditions of Sale, which are expressly recognised by the Client, who waives, in particular, to avail itself of any contradictory document, which would be unenforceable against the Service Provider.