

GENERAL TERMS AND CONDITIONS OF SALE

Reservation of tourist accommodation or pitches by private individuals

Contact details :

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DÉFINITIONS :

ORDER or RESERVATION or RENTAL : Purchase of Services.

SERVICES : seasonal rental of 'tourist' accommodation or bare pitches.

ACCOMMODATION : Tents, caravans, mobile leisure homes and light leisure accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the CHAUCHAMPS campsite, operated by Camping Chauchamps ('the Service Provider'), to non-professional customers ('the Customers' or 'the Customer'), on its website www.camping-chauchamps.com or by telephone, post or electronic mail (e-mails), or in a place where the Service Provider markets the Services. They do not apply to pitches rented for mobile homes, which are covered by a 'leisure' contract. The main characteristics of the Services are presented on the www.camping-chauchamps.com website or on a written medium - paper or electronic - in the event of a reservation by a means other than a remote order. The Customer is obliged to read them before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer. Les présentes Conditions Générales de Vente s'appliquent à l'exclusion de toutes autres conditions du Prestataire, et notamment celles applicables pour d'autres circuits de commercialisation des Services.

These General Terms and Conditions of Sale are accessible at all times on the Website and shall prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the Web Site or communicated by the Service Provider on the date the Order is placed by the Customer.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and object to all of his or her personal data at any time, provided that the processing of such data is not essential to the execution of the order and the holiday, as well as any subsequent actions. To do so, the Customer must send a letter, providing proof of identity, to: campingchauchamps@gmail.com.

The Customer declares that he/she has read these General Terms and Conditions of Sale and accepted them either by ticking the box provided for this purpose before completing the online Order procedure, as well as the general terms and conditions of use of the www.camping-chauchamps.com website, or, in the case of offline bookings, by any other appropriate means..

ARTICLE 2 – RESERVATIONS

The Customer selects the services he wishes to order on the Website or provides information on any document sent by the Service Provider, as follows:

By returning the signed contract together with the deposit corresponding to the request on the said contract by cheque, holiday vouchers or bank transfer.

It is the Customer's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors. The Order will only be considered definitive once the Supplier has sent the Customer confirmation of acceptance of the Order, by e-mail or post, or by signing the contract in the event of a booking made directly at the premises where the Supplier markets the Services.

Any Order placed on the www.camping-chauchamps.com website constitutes the formation of a distance contract between the Customer and the Service Provider.

All Orders are personal and may under no circumstances be transferred.

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the prices in force on the website www.campingchauchamps.com or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros and include VAT. (VAT 10%).

Prices take into account any discounts offered by the Service Provider on the www.camping-chauchamps.com website or in any other information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the www.camping-chauchamps.com website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer will lapse and the Service Provider will no longer be bound by the prices.

They do not include processing and administration costs, which are invoiced in addition, under the conditions indicated on the www.camping-chauchamps.com website or in the information (mail, e-mail, etc.) communicated to the Customer beforehand, and calculated before the Order is placed. Application fee: €15 per application.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Vendor and sent to the Customer at the latest when the balance of the price is paid.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the communauté de communes, is not included in the rates. The amount is determined per person per day and varies depending on the destination. It must be paid when paying for the service and is shown separately on the bill..

ARTICLE 4 - TERMS OF PAYMENT

4.1. DEPOSIT

Sums paid in advance are deposits. They constitute an advance payment on the total price due by the Customer.

A deposit of **APPROXIMATELY 30%** of the total price of the Services ordered is required when the Customer places the order. It must be paid on receipt of the definitive hire contract attached to the copy to be returned. It will be deducted from the total amount of the order.

It will not be reimbursed by the Provider in the event of cancellation of the holiday by the Customer less than **30** days before the planned date of arrival (except in the cases provided for in Article 6.4 of these General Terms and Conditions).

4.2. PAYMENTS

Payments made by the Customer will only be considered final once the amounts due have been received by the Service Provider.

In the event of late payment and payment of the sums due by the Customer after the deadline set out above, or after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at the rate of **1.15%** of the amount including tax of the price of the provision of the Services, will be automatically due and payable by the Service Provider, without any formality or prior formal notice.

Late payment will result in the immediate payment of all sums owed by the Customer, without prejudice to any other action that the Service Provider may take against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations after formal notice has remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation or pitch may be occupied from **4** pm on the day of arrival and must be vacated by **12** noon on the day of departure..

The balance of the stay must be paid in full

- **15** days before the date of arrival (under penalty of cancellation of this rental)
- **OR** on the day of arrival.

The accommodation and pitches are designed for a specific number of occupants and may under no circumstances be occupied by a greater number of people..

The accommodation and pitches must be returned in the same state of cleanliness as when delivered. Failing this, the tenant will be required to pay a fixed sum of €100 for cleaning. Any damage to the accommodation or its accessories will be repaired immediately at the tenant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €200 is required from the Customer on the day the keys are handed over and will be returned to the Customer on the day the rental ends, subject to deduction of any costs incurred in restoring the property.

This guarantee does not constitute a limit of liability.

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF THE HOLIDAY BY THE CUSTOMER

No discount will be granted for late arrivals, early departures or changes in the number of people (whether for all or part of the planned stay).

6.1. MODIFICATION

In the event of a change in dates or number of people, the Provider will make every effort to accept requests to change the date within the limits of availability, without prejudice to any additional costs; in all cases, this is simply an obligation of means, and the Provider cannot guarantee the availability of a pitch or accommodation, or another date; a price supplement may be requested in these cases..

Any request to reduce the length of the stay will be considered by the Supplier as a partial cancellation, the consequences of which are governed by Article 6.3..

6.2. INTERRUPTION

Early departure will not entitle the Provider to any reimbursement..

6.3. ANNULATION

In the event of cancellation of the Reservation by the Customer after its acceptance by the Supplier less than [30] days before the planned date of the reserved Hire, for any reason whatsoever other than force majeure, the deposit paid on the Reservation, as defined in Article 4 - **PAYMENT CONDITIONS** of these General Terms and Conditions of Sale, will be automatically acquired by the Supplier, by way of compensation, and may not give rise to any reimbursement. In all cases of cancellation, the processing and administration costs (Article 3) will be retained by the Supplier..

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the holiday booked (which is treated as a total or partial ban on receiving the public, insofar as the Customer is directly affected by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer for the booking of the holiday will be reimbursed within 30 DAYS

The Service Provider will not, however, be liable for any additional compensation beyond this reimbursement of the sums already paid for the booking of the holiday..

6.4.2. As an exception to the provisions of article **6.3 CANCELLATION**, any cancellation of the holiday duly justified by the fact that the Customer is affected by COVID 19 (infection) or another infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the holiday on the dates scheduled, will give rise to: reimbursement of the sums paid in advance INCLUDING the booking fees.

6.4.3. Notwithstanding the provisions of Article **6.3 CANCELLATION**, in the event that the Customer is forced to cancel the holiday in its entirety due to government measures preventing participants from travelling (general or local confinement, ban on travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome Customers, the Service Provider will reimburse the sums paid in advance..

ARTICLE 7 - THE CUSTOMER'S OBLIGATIONS

7.1. PUBLIC LIABILITY INSURANCE

Customers staying on a pitch or in accommodation must be covered by third-party liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. ANIMALS

Pets are accepted under the responsibility of their owners. However, pets are not accepted in **some rental properties**.
PLEASE ASK THE CAMPSITE IF PETS ARE ALLOWED.

7.3. RULES OF PROCEDURE

House rules are displayed at the entrance to the establishment and at reception. Customers are required to read them and comply with them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

The Service Provider guarantees the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a design or manufacturing defect in the Services ordered.

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum of **2 hours** of the Services being provided..

The Service Provider will refund or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible and at the latest within **2 days** following the Service Provider's discovery of the defect or fault. Reimbursement will be made by crediting the Customer's bank account or by cheque sent to the Customer.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of an event of force majeure as usually recognised by French case law..

The Services provided via the Service Provider's website www.camping-chauchamps.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of holidays or excursions on a given date or during a specified period are not subject to the withdrawal period 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, as drafter of this document, processes personal data on the following legal bases :

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - canvassing
 - managing relations with customers and prospective customers,
 - organising, registering and inviting customers to the Service Provider's events,
 - processing, executing, canvassing, producing, managing and monitoring customers' requests and files,
 - drafting deeds on behalf of its customers..
- or to comply with legal and regulatory obligations when it carries out processing for the following purposes:
 - prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accounting.

The Service Provider keeps data only for as long as is necessary for the purposes for which they were collected and in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for promotional and canvassing purposes, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept for 5 years after the end of the relationship with the Service Provider. For accounting purposes, data is kept for 10 years from the end of the financial year.

Prospective customers' data is kept for a period of 3 years if they have not participated in or registered for any of the Service Provider's events.

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

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, query, limit, portability and delete data concerning them.

Data subjects also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the Service Provider's legitimate interest, as well as the right to object to commercial canvassing.

They also have the right to draw up general and specific instructions defining the way in which they wish the above-mentioned rights to be exercised after their death.

- By mail to the following address: campingchauchamps@gmail.com
- Or by post to the following address Camping Chauchamps 15 chemin de Chauchamps 17640 Vaux sur Mer with a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the www.camping-chauchamps.com website is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution or use of this content, in whole or in part, is strictly prohibited and may constitute an infringement of copyright.

In addition, the Service Provider retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc. produced (even at the Customer's request) for the purpose of providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting the said studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, which may be subject to a financial consideration.

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

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the transactions arising from them are governed by and subject to French law.

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

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of ordinary law.

The Customer is hereby informed that, in the event of a dispute, he/she may have recourse to a conventional mediation procedure or to any other alternative dispute resolution method.

In particular, they may have free recourse to the following Consumer Mediator:

AMICABLE SETTLEMENT OF DISPUTES - CONSUMER MEDIATION

In accordance with the provisions of articles L 611-1 and R 612-1 et seq. of the French Consumer Code concerning the amicable settlement of disputes:

When the consumer has sent a written complaint to the professional and has not received satisfaction or a response within two months,

he may submit his complaint free of charge to the consumer mediator. The matter must be referred to the mediator within one year of the initial complaint.

The MCP MEDIATION mediator can be contacted directly online at the following address: <http://www.mcpmediation.org> or by post: MÉDIATION DE LA CONSOMMATION et PATRIMOINE - 12 Square Desnouettes - 75015 PARIS.

Translated with DeepL.com (free version)

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges that, prior to placing his/her Order, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information and details referred to in articles L 111-1 to L111-7 of the French Consumer Code, in addition to the information required pursuant to the decree of 22 October 2008 relating to prior consumer information on the characteristics of rental accommodation in open-air hotels and, in particular:

- The essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- The price of Services and ancillary costs;
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context.;
- Information on legal and contractual warranties and how they apply; the functionalities of digital content and, where applicable, its interoperability.;
- The possibility of using conventional mediation in the event of a dispute;
- Information on termination and other important contractual conditions.

The fact that a natural person (or legal entity) places an order on the www.camping-chauchamps.com website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who in particular waives the right to rely on any contradictory document that would be unenforceable against the Service Provider..