



# GENERAL TERMS AND CONDITIONS OF SALE

*Last update: 25.10.2022*

Reservation and rental imply the acceptance of these conditions of sale by the parties:

## **1. Conditions for setting up contracts:**

The campsite is reserved for tourists in accordance with article 2 of the decree of 11.01.1993.

Consequently, the client must specify his address (domicile) when registering.

The present contract is not subject to the provisions of the texts governing residential leases, but those of decree 93-39 of 11.01.1993 and the decree of 11.01.1993 governing the activity of camping-caravanning.

## **2. Duration of the contracts:**

The rental is granted on a precarious basis and for leisure purposes only.

The campsite and its facilities are only accessible during the opening period from March to November.

All rental contracts expire at the end of their term.

The occupation of the pitches or accommodation is personal. The client is not allowed to sublet.

## **3. Specific case for the accommodation:**

### a) Equipment :

The accommodation is equipped (see description for each accommodation). An inventory is made before your arrival (visible in the accommodation), it must be checked. Any anomaly or shortage must be reported to the Reception Office within 4 hours of taking possession. After this time, any damage found will be charged to you, and we will use the inventory displayed in your accommodation to settle any dispute. If everything is in order, your deposit will be returned to you in full.

### b) Sheets :

You only need to bring your own sheets, but you can rent them on site on request.

It is strictly forbidden to use the beds without sheets. Any person not provided with sheets on arrival will be obliged to rent them on site.

### c) Cleaning :

On your departure, the cleaning of your accommodation and the dishes must be done. The rubbish bins must be disposed of. All these points will be checked on your departure and part of the deposit will be retained if the cleaning is poorly done.

### d) Deposit :

In the case of rented accommodation a deposit will be requested on arrival.

If the inventory is done and everything is in accordance with the inventory, the deposit will be returned immediately or within 48 hours maximum.

If, on the other hand, the accommodation is left dirty, damaged, and/or with damaged equipment, the client will be notified by letter and a supplement may be requested if the deposit is insufficient.

Any tenant leaving before or after office hours will have to leave his deposit as a guarantee, the time to make the inventory of his rental.

## **4. Specific case for the pitch:**

The client is obliged to return the site in the state in which he/she took it, any alterations, transformations and embellishments must be requested from the operator and remain the property of the operator without the tenant being able to claim any compensation for this.

The caravans must keep their means of mobility and no hard fixtures or fittings may be made.

Only removable awnings are allowed.

## **5. Internal regulations:**

Any presence on the campsite implies unreserved acceptance of the internal regulations and the rules governing the open air hotel business.

## **6. Rates - Payment of services:**

The occupancy fee is to be paid on arrival. It can be paid by credit card, bank transfer, holiday vouchers and cash. The current VAT rate is reduced to 10% (article 279 a ter of the C.G.I). Prices are shown inclusive of VAT. Any change in the applicable VAT rate will result in a change in the price including VAT.

The price includes people (depending on the capacity of the accommodation) or on the basis of 2 people for the pitches, water and electricity consumption, one vehicle, and access to the facilities and toilets.

Depending on the type of accommodation and the length of stay, gas charges may be invoiced in addition.

The payment of the price corresponds to the availability of the pitch. Non-payment will result in the termination of the contract. The customer must then leave the campsite.

The tourist taxes, collected on behalf of the municipality and the department, are not included in our prices. They depend on the number of people and are subject to change by the municipality.

## **7. Booking conditions:**

Payment of the booking fee for all stays is required at the time of booking to confirm the booking.

The booking fee is non-refundable.

A deposit of 50% of the total amount of the stay is required.

The balance of the rental stay is due 15 days before the arrival date. The maximum period for payment of the balance of the rental stay may be modified according to the decision of the campsite management and the government in relation to the Covid-19 health crisis.

Reservations are taken from 15.00 hours. The pitch or the accommodation must be vacated in the morning, before 10.00 am.

Any shortened stay will not be reimbursed, whatever the reason.

The customer booking by electronic means does not have the right of withdrawal, in accordance with articles L221-28 and L221.5 of the Consumer Code.

## **8. Condition of cancellation:**

In the event of cancellation, and whatever the method of booking, the customer must send an email to the campsite requesting the cancellation of the stay.

If the cancellation occurs :

-before 15 days of the rental period, the amounts paid will be reimbursed in full, excluding administration costs;

-less than 15 days before the start of the rental period, the rental period is due in full.

Any stay not canceled in accordance with the above conditions will be invoiced in full.

The date of reimbursement will only occur after validation of the payment made for the entire stay and within an average of 15 working days.

Special case: In the event of cancellation less than 15 days before the date of arrival for a reason related to a Covid-19 contamination, a credit note will be offered for the total amount already paid, valid for 18 months. A medical certificate will be required at the time of the cancellation request.

## **9. Settlement of disputes:**

The parties elect domicile at their registered office. Only French law is applicable, any difficulty that may arise in connection with the contract will be the responsibility of the court at the Company's head office or the customer's court.

In the event that the lessor is obliged to appeal to the courts, the damage caused by this shall be compensated by means of an additional indemnity equal to 10% of the unpaid sums, in addition to the legal interest provided for by French law.

## **10. Obligations of the client:**

### **CIVIL LIABILITY INSURANCE**

The Client accommodated on a pitch or in an accommodation must be insured for civil liability. A certificate of insurance may be requested from the Client before the start of the service.

### **ANIMALS**

Pets (except those classified as dangerous) are accepted, under the responsibility of their owners, for a fee payable on site.

### **INTERNAL REGULATIONS**

The rules and regulations are displayed at the entrance to the establishment and at reception. The Client is required to read and respect them. They are available on request.

### **11. Obligations of the Provider - Guarantee:**

The Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a design or production defect of the ordered Services. In order to assert its rights, the Customer shall inform the Service Provider in writing of the existence of the defects or lack of conformity within a maximum of **24 hours** of the provision of the Services. The Service Provider shall refund or rectify or have rectified (to the extent possible) the services found to be defective as soon as possible and no later than **7 days** after the defect or fault has been identified by the Service Provider. Reimbursement shall be made by crediting the Customer's bank account or by sending a bank cheque to the Customer.

The Service Provider's liability is limited to the reimbursement of the Services actually paid by the Customer. The Service Provider shall not be held responsible or liable for any delay or failure to perform due to the occurrence of a force majeure event usually recognised by French case law.

The Services provided through the websites [www.camping-garlaban.com](http://www.camping-garlaban.com) and [www.youcamp.fr](http://www.youcamp.fr) of the Provider are in accordance with the regulations in force in France.

### **12. Right of withdrawal:**

Activities related to the organization and sale of stays or excursions on a specific 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.

### **13. Protection of personal data:**

The Service Provider, the writer of the present document, implements the processing of personal data whose legal basis is :

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
  - prospecting
  - the management of the relationship with its customers and prospects,
  - the organization of, registration for and invitation to the Provider's events,
  - the processing, execution, prospecting, production, management and follow-up of clients' requests and files,
  - the drafting of documents on behalf of its clients.
- Or compliance with legal and regulatory obligations when it implements processing for the purpose of :
  - the prevention of money laundering and terrorist financing and the fight against corruption,
  - invoicing,
  - accounting.

The Service Provider only keeps data for the time necessary for the operations 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 the purposes of promotion and prospecting, without prejudice to the 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. As regards accounting, it is kept for 10 years from the end of the accounting period.

The data of prospective customers is kept for a period of 3 years if no participation or registration to the Provider's events has taken place.

The data processed is intended for authorized persons of 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, question, limit, portability and delete data concerning them.

The persons concerned by the processing operations implemented 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 legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise the above-mentioned rights after their death

- by e-mail to the following address E-mail address
- or by post to the following address Surname, first name Company name Postal address together with a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

### **14. Intellectual property:**

The content of the website [www.camping-garlaban.com](http://www.camping-garlaban.com) is the property of the Provider and its partners and is protected by French and international laws on intellectual property.

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 all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Client) for the purpose of providing the Services to the Client. The Customer shall not reproduce or use such studies, drawings,

models, prototypes, etc. without the express prior written consent 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 the Service Provider or used and distributed by it.

**15. Applicable law - Language:**

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

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

**16. Disputes:**

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale could give rise, concerning both their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not be resolved between the Service Provider and the Client, shall be submitted to the competent courts under the conditions of common 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.

He may in particular have recourse free of charge to the following Consumer Mediator:

PROFESSIONAL MEDIATION COMPANY

Médiateur-Consommation-smp

24, rue Albert de Mun

33000 Bordeaux

**17. Pre-contractual information - Customer acceptance:**

The Client acknowledges having been informed, prior to placing his/her Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of 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 in application of the Order of 22 October 2008 relating to the prior information to be provided to the consumer 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 the Services and related costs;

information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;

information relating to legal and contractual guarantees and their implementation procedures; the functionalities of the digital content and, where applicable, its interoperability;

the possibility of resorting to conventional mediation in the event of a dispute

information on termination and other important contractual terms.

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

**18. Bloctel:**

The Customer has the right to renounce to any telephone canvassing by declaring himself on the site [bloctel.gouv.fr](http://bloctel.gouv.fr).

The Provider undertakes to respect the conditions of use of the BLOCTEL service.