

## **Article 1 - Scope of the general conditions of sale**

The present general conditions govern by right all the sales of stays carried out by the intermediary of the residential camp-site La Pinède. They are an integral part of any contract concluded between the campsite and its clients.

Each customer acknowledges having read these terms and conditions prior to booking a stay, for himself and any person participating in the stay.

In accordance with the law in force, the present general conditions are made available to all customers for information purposes prior to the conclusion of any contract for the sale of stays. They can also be obtained on written request addressed to the head office of the establishment.

## **Article 2 - Booking conditions**

The reservation becomes effective only with the agreement of the campsite and after reception of the deposit, and after acceptance of the general conditions of sale at the time of the reservation.

In case of non-payment of the deposit at the time of reservation or of the balance at the latest 30 days before the beginning of the stay by the customer, the campsite reserves the right to cancel the reservation and to propose again the accommodation for rent.

Reservations are only binding on the campsite if the campsite has accepted them. The campsite is free to accept or refuse, depending on availability, and in general on any circumstances that may affect the execution of the reservation made. The campsite offers family-oriented stays, in the traditional sense, the accommodations are specially designed for this purpose. The campsite reserves the right to refuse any reservation that would be contrary to this principle, or that would seek to divert it.

The reservation of a rental is made on a strictly personal basis. You may not under any circumstances sublet or transfer your reservation without the prior consent of the campsite.

Minors must be accompanied by their parents or legal guardians.

The management reserves the right to change the assigned pitch number. Preferences are not guaranteed.

### *Group reservations*

Any reservation from 2 accommodations by the same natural person or by different natural persons but knowing each other and travelling together for the same reasons on the same dates of stay is considered as a group.

The accommodations offered on the website of the campsite are exclusively addressed to individual customers.

For any group reservation request, you must contact the campsite by e-mail or telephone.

The campsite reserves the right to study the reservation request before accepting or refusing it.

The campsite reserves the right to refuse access to groups with a number of participants greater than the capacity of the accommodation rented.

Reservation fees : The reservation fees are 30€ per year.

For groups the booking fee is 15€ per mobile home.

## 2.1 Prices and payment

The price of the stays is indicated in euros, VAT included. The customer's attention is drawn to the fact that the tourist tax is not included in the price.

The campsite reserves the right to refuse access to customers who arrive with a number of participants greater than the capacity of the rented accommodation.

Additional tents are not allowed.

All rentals are non-smoking.

The rental prices of the mobile homes include:

- the rental of the mobile home, fully equipped (furniture, dishes...),
- access to the aquatic, sports and cultural facilities,
- a named parking space,
- water and electricity consumption.

The rental prices of the mobile homes do not include

- Booking fees,
- the eventual cancellation insurance subscribed at the reservation (partnership with campezcouvert.com),
- the deposit of the mobile home with its key and its remote control of the entrance gate, the cleaning deposit,
- the cleaning of the mobile home,
- bathroom linen, cleaning products and sheets (sale of disposable sheets organized),
- Air conditioning (optional) some mobile homes are equipped with it at the current rate, please ask at the reception.

The mobile homes offered for rent date from 2006 to 2008 and belong to private individuals, the campsite has the exclusive rental management, their arrangements and furniture may vary.

The rentals are not accessible to people with reduced mobility.

## 2.2 PAYMENT CONDITIONS

For reservations made more than 30 days before the beginning of the stay, a deposit of 30% of the amount of the reserved services must be paid at the time of the reservation. The balance must be paid at the latest 30 days before the beginning of the stay.

For reservations made less than 30 days before the start date of the stay, full payment must be made at the time of reservation.

In case of non-payment of the deposit or the balance by the client at the latest 30 days before the beginning of the stay, the campsite reserves the right to cancel the reservation and to offer the accommodation for rent and the sums already paid will be kept by the village.

## 2.3 Reservation modification and cancellation

### *1. Modification of the reservation*

The client may request a modification of his stay (dates and/or type of accommodation) upon written request to the campsite at least 30 days before his arrival date, subject to availability and possibilities. No postponement will be accepted for the following season.

Any request to increase the length of your stay will be carried out according to availability and according to the rates in force.

Any request to reduce the length of your stay is considered as a partial cancellation and will be subject to the cancellation and interruption of stay terms.

### *2. Unused services*

In case of an interrupted or shortened stay for one of the following reasons

- Closure of the borders by administrative decision
- Administrative closure of the campsite
- Limitation of travel to a number of kilometers by administrative decision not allowing to come to the campsite.

A credit note of an amount corresponding to the nights not consumed, valid for one year, will be issued by the campsite. If the client refuses this credit note, he/she will be reimbursed on request for the corresponding amount, minus the cost of the cancellation insurance if it has been taken out and the booking fees at the latest at the end of the year.

Apart from the reasons mentioned above, any stay that is interrupted or shortened (late arrival, early departure) due to the client's fault will not give rise to a refund or a credit note.

### *3. Cancellation by the campsite*

In the event of cancellation by the campsite and except in cases of force majeure, the amounts paid for the reservation will be fully refunded. However, this cancellation cannot give rise to the payment of damages.

### *4. Cancellation by the client*

Any request for cancellation of a stay must be made by registered letter with acknowledgement of receipt sent to the campsite's postal address. Cancellations made by telephone cannot be taken into account.

Any cancellation will result in the cancellation of the reservation and the campsite reserves the right to offer the accommodation for rent again.

A. Without subscription to the cancellation insurance.

For one of the following reasons and this, until the date of arrival:

- Closure of the borders by administrative decision
- Administrative closure of the campsite,
- Limitation of travel to a number of kilometers by administrative decision not allowing to come to the campsite.

The campsite will issue a credit note for the full amount paid, valid for one year. If the client refuses this credit note, he will be reimbursed the corresponding amount upon request.

For all other reasons without subscription to the cancellation insurance:

- More than 3 months before the planned date of arrival, the totality of the deposit will be refunded, minus the file fees.
- Between 3 months and 30 days before the start of the rental period, an amount equal to 30% of the total cost of the stay, minus the booking fee.
- Between 30 days and the day of arrival, an amount equal to the total cost of the stay, including booking fees.

B. With a subscription to the cancellation insurance :

A cancellation insurance is offered to you at the time of booking your rental and reimburses you the above-mentioned breach of contract indemnity, according to the conditions provided by the organization Campe-couvert: [www.campez-couvert.com](http://www.campez-couvert.com).

The amounts paid are covered by the guarantee, according to the general conditions of the cancellation insurance. If the reason is not covered by the cancellation insurance or if the file is refused by it, the general conditions of sales of paragraph 4.A. apply and the cost of the cancellation insurance will be deducted from the sums paid in case of cancellation.

It is up to the tenant to contact the insurance company CAMPEZ COUVERT, indicating the file number provided by the campsite.

## 2.4 Withdrawal

The legal provisions relating to the right of withdrawal in the case of distance selling as set out in the Consumer Code do not apply to tourist services (article L.121-20-4 of the Consumer Code).

Thus, for any order of a stay with the campsite, the customer does not have any right of withdrawal.

### **Article 3 - Course of the stay**

#### 3.1 Duration of the stay

The rentals for the periods between the 1st Saturday of July and the last Saturday of August are granted by period of one complete week from Saturday to Saturday.

Outside of these periods, rentals can be granted for a minimum of 2 nights. Subject to management, each additional night will be charged at the rate of the night applicable to the departure formula (see night rate posted at the entrance of the campsite).

#### 3.2 Arrivals and Departures

Arrivals are from 3pm and departures until 11am by appointment depending on availability. You must advise us of any delay in your arrival. In case of management, a supplement of 10€ could be asked for a too late arrival.

#### 3.3 Other conditions of arrival and departure

On arrival, an inventory of fixtures will be made by the tenant. At the latest one day before your departure, you will have to make an appointment at the reception for the inventory of fixtures between 8 and 11 am.

In case of late arrival or early departure for any reason whatsoever, no refund, no reduction, no compensation will be made. Exceeding these times will result in the invoicing of an additional night at the applicable rate for the season.

#### 3.4 Deposit

Two rental deposits (not cashed), including a check for the mobile home (500€), and another for the cleaning (50€), will be required at the entrance to the rental or your credit card numbers. At the beginning of the rental period, an inventory of fixtures is made on the basis of an inventory. The client must make the remarks on the inventory on the day of arrival, otherwise the inventory will be considered accepted. The equipment of each mobile home is subject to a quantified inventory. This deposit will be returned to you after your departure (by mail within one month) after the contradictory establishment of the inventory of fixtures of exit, deduction made of the allowances retained for :

- any damage caused during your rental period
- the state of cleanliness of your accommodation (if the cleaning deposit is insufficient to cover the costs of cleaning, a deduction will be made from the rental deposit. However, if you choose to pay the cleaning fees with the cleaning deposit, please note that these do not include the cleaning of the dishes and kitchen utensils, so everything must be returned in a normal state of cleanliness).
- missing objects.
- The remote control gate is defective or missing or/and the key of the mobile home not returned.

#### 3.5 Animals

Animals are not allowed inside the rentals.

#### 3.6 Internal rules

As required by law, you must adhere to our internal regulations, deposited at the prefecture, posted at our reception and a copy of which will be given to you on request.

#### **Article 4 - Responsibility**

The customer expressly acknowledges that the campsite cannot be held responsible for the communication by its partners or any third party of false information that would be mentioned in their brochure or their website, and in particular the presentation photos, descriptions, activities, leisure activities, services and dates of operation. All photos and texts used in the brochure or on the websites are non-contractual. They are only indicative. It may happen that some activities and facilities offered and indicated in the description in the brochure are removed, especially for climatic reasons or in case of force majeure, as defined by the French courts.

The campsite declines all responsibility for damage to the camper's equipment caused by the camper; insurance for your equipment in terms of civil liability is mandatory (FFCC, ANWB, ADAC...).

It is the responsibility of the tenant to take out all insurance policies to cover risks such as theft, fire, water damage and in case of incidents that fall under the tenant's civil liability. The inventory of the mobile home and in particular the parasol remains under your entire responsibility. In case of damage, the replacement value indicated on the inventory will be retained on the deposit. Any personal belongings forgotten inside the campsite will not be the responsibility of the Camping Résidentiel la Pinède.

#### **Article 5 - Data processing and freedom**

The information you provide when ordering will not be transmitted to any third party. This information will be considered by the campsite as confidential. It will only be used by the internal services of the campsite, to process your order and to reinforce and personalize the communication and the offer of services reserved to the campsite customers, according to your centers of interest.

In accordance with the French law of January 6, 1978, you have the right to access, rectify, and oppose any personal data concerning you. To do this, simply send a request by mail to the campsite, indicating your name, first name and address.

In application of article L.223-2 of the consumer code, we remind you that, if you no longer wish to be the subject of commercial prospecting by telephone, you have the possibility of registering free of charge on the opposition list to telephone canvassing via the website [bloctel.gouv.fr](http://bloctel.gouv.fr). This list applies to all professionals with whom you do not have a current contractual relationship.

#### **Article 6- Image**

You authorize the campsite, as well as any person designated by the campsite, to photograph, record or film you during your stay and to use the said images, sounds, videos and recordings on all media (in particular on the websites or internet pages of the campsite - including Facebook and Instagram - on presentation and promotional media and on travel or tourist guides). This authorization is valid for you as well as for the people staying with you. It has the sole purpose of ensuring the promotion and animation of the establishments will in no way affect your reputation. This authorization is granted free of charge, for all countries and for a period of 5 years.

### **Article 7 - Mediation of consumer disputes**

In accordance with the provisions of the Code of consumption concerning the process of mediation of the disputes of consumption, the customer has the right to have recourse free of charge to the service of mediation, The mediator right of consumption thus proposed is MEDICYS. This mediation service can be reached by electronic means: [www.medicys.fr](http://www.medicys.fr) or by post: MEDICYS - Centre de médiation et règlement amiable des huissiers de justice - 73, Boulevard de Clichy, 75009 - Paris

### **Article 8 - Applicable law**

The present general conditions are subject to French law and any dispute relating to their application is within the competence of the Tribunal de Grande Instance or the Tribunal de Commerce of Béziers.

### **Article 9 - Miscellaneous**

The drinking water is softened with salt. It is drinkable when sodium is not contraindicated for health reasons. There is a tap distributing non-softened water at the entrance of the swimming pools.