GENERAL TERMS AND CONDITIONS OF SALE

(Reservation of tourist accommodation or pitches by private individuals)

Camping les Terrasses ★★★
65, chemin des cigales 34360 Saint-Chinian
Géré par : SARL TEAMS ANGER représentée par Mr et Mme ANGER Stéphane et Mylène
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DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.
SERVICES: seasonal rental of accommodation or bare pitches for 'tourism'.
ACCOMMODATION: Tent, caravan, van, camper van, mobile leisure home and light leisure accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to all rentals of accommodation or bare pitches on the Les Terrasses campsite, operated by Mr and Mrs ANGER ('the Provider'), to non-professional customers ('the Customers' or 'the Customer'), on its website www.camping-les-terrasses.com or by telephone, post or electronic mail (e-mail), or in a place where the Provider markets the Services. They do not apply to the rental of pitches for mobile homes, which are covered by a 'leisure' contract.
The main characteristics of the Services are presented on the www.camping-les-terrasses.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.
These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, in particular those applicable to other marketing channels for the 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 that 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 entered into 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/her personal data at any time, provided that the processing is not essential to the execution of the order and the holiday, as well as any subsequent actions, by writing, by post and providing proof of his/her identity, to : Camping les terrasses 65 chemin des cigales 34360 ST CHINIAN
The Customer declares that he/she has read these General Terms and Conditions of Sale and has 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-les-terrasses.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 on any document sent by the Provider. The rental (bare pitch or accommodation) becomes effective only after our agreement and after receipt of payment for the stay.
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 reservation made directly on the premises where the Supplier markets the Services.
Any Order placed on the www.camping-les-terrasses.com website constitutes the formation of a distance contract between the Customer and the Service Provider. All Orders are personal and may not be transferred under any circumstances.

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the prices in force on the www.camping-les-terrasses.com website, or on any of the Service Provider's information media, when the Customer places the Order. Prices are expressed in Euros and include VAT.
Prices take into account any discounts granted by the Service Provider on the www.camping-les-terrasses.com website or on any other information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the www.camping-les-terrasses.com website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.
Prices do not include processing and administration costs, which are invoiced in addition, under the conditions indicated on the www.camping-les-terrasses.com website or in the information (mail, e-mail, etc.) sent to the Customer beforehand, and calculated before the Order is placed.
An invoice shall be drawn up by the Vendor and sent to the Customer at the latest upon payment of the balance of the price.
3.1 TOURIST TAX: The tourist tax, collected on behalf of the commune / community of communes, is not included in the rates. The amount is determined per person per day. It must be paid when paying for the Service and is shown separately on the invoice.

ARTICLE 4 - PAYMENT CONDITIONS

4.1. PAYMENT IN ADVANCE
Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer.
A deposit corresponding to 30% of the total price for the provision of the Services ordered is required when the order is placed by the Customer. 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 45 days before the scheduled arrival date (except in the cases provided for in article 6.4 of these general terms and conditions).
A partial refund will be made, depending on the date of cancellation, according to the following scale: - 80% up to 45 days before the scheduled arrival date.
The balance of the stay must be paid in full 15 days before the arrival date (otherwise the rental will be cancelled).

4.2. PAYMENTS
Payments made by the Customer will only be considered definitive once the amounts due have been received by the Supplier.
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 10% of the amount including tax of the price of the provision of the Services, will be automatically and by operation of law payable to 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 be entitled to 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 terms of payment 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 may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.
The pitch may be occupied from 2.30 p.m. on the day of arrival and must be vacated by 11.00 p.m. on the day of departure.
The balance of the stay must be paid in full 15 days before the date of arrival (otherwise the rental will be cancelled).
The accommodation and pitches are designed for a specific number of occupants at the time of rental 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 fee 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 €300 is required from the Customer on the day the keys are handed over, and is returned to the Customer on the day the rental ends, subject to deduction of any repair costs.
This deposit does not constitute a limit of liability.

ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the event of late arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

6.1. CHANGES
In the event of a change to the dates or number of people, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional charges; in all cases, this is simply an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or another date; an additional charge may be requested in such cases.
Any request to reduce the length of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

6.2. INTERRUPTION
Early departure will not give rise to any reimbursement by the Provider.

6.3. CANCELLATION
In the event of cancellation of the Reservation by the Customer after it has been accepted by the Supplier less than 45 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 TERMS 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 whatsoever.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC
6.4.1. In the event of the total or partial closure of the establishment during the dates of the holiday booked (which is treated as a total or partial ban on the reception of 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 Supplier, the sums paid in advance by the Customer for the booking of the holiday will be reimbursed within 3 months.
However, the Provider cannot be held liable for any additional compensation beyond this reimbursement of sums already paid for the booking of the holiday.
6.4.2. Notwithstanding 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 any other 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 scheduled dates, will give rise to the issue of a non-refundable credit note valid for 12 months.
Any processing and management fees as set out in the General Terms and Conditions will be retained by the Provider. In all cases, the Customer must provide proof of the event making him/her eligible for this right of cancellation.
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, travel ban, closure of borders), even though the campsite is able to fulfil its obligation and welcome Customers, the Supplier will issue a credit note corresponding to the sums paid by the Customer, less the processing and administration costs (Article 3), which will remain the property of the Supplier. This non-refundable and non-transferable credit note will be valid for 12 months.

6.4.4 - If the Customer takes out specific insurance covering the risks listed in article 6.4.2 or article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the credit note referred to in articles 6.4.2 or 6.4.3.

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE
Customers staying on a pitch or in accommodation must be covered by public liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. PETS
Pets are accepted, under the responsibility of their owners. They are accepted subject to the fixed rates available from the Provider and payable on site. They are not permitted in rental accommodation.

7.3. HOUSE RULES
House rules are displayed at the entrance to the establishment and at reception. The Customer is required to read them and respect 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 production fault 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 period of 12 hours from the provision of the Services.
The Service Provider will reimburse or rectify or have rectified (as far as possible) the services deemed 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 credit to 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 Provider's www.camping-les-terrasses.com website 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 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:
- canvassing
- managing relations with its customers and prospective customers,
- the organisation of, registration for and invitation to events organised by the Service Provider,
- processing, executing, prospecting, producing, managing and monitoring customer requests and files,
- drafting deeds 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 the financing of terrorism and the fight against corruption,
- invoicing
- accounting.

The Service Provider retains data only for as long as is necessary for the operations for which it was 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 marketing and prospecting 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 taken part 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 legitimate interest of the Service Provider, as well as the right to object to commercial canvassing.
They also have the right to define general and specific directives defining the way in which they wish the above-mentioned rights to be exercised after their death.
- By e-mail
- Or by post
The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the www.camping-les-terrasses.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) with a view to providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting 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 therefrom 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 will be deemed authentic in the event of a dispute.

ARTICLE 13 - DISPUTES

Any 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 or consequences and which cannot be resolved between the Service Provider and the Customer, 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. In particular, they may have free recourse to the Consumer Mediator.

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 in application of the Order 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 the Services and associated 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 relating to the legal and contractual guarantees and how they are implemented; the functionalities of the digital content and, where applicable, its interoperability;
- The possibility of recourse to conventional mediation in the event of a dispute;
- Information relating to termination and other important contractual conditions.
The fact that an individual (or legal entity) places an order on the www.camping-les-terrasses.com website implies full and unreserved 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 that would be unenforceable against the Service Provider.

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