

## GENERAL CONDITIONS OF SALE

### **ARTICLE 1 - SCOPE**

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or pitches on the campsite En Salvan operated by Le Logis Familial, to customers, its website, by phone, mail or e-mail, or in a place where the Service Provider markets its Services.

The main features of the Services are presented on the website [www.campingensalvan.com](http://www.campingensalvan.com) or in written form -paper or electronic- in case of booking by means other than a remote control.

The Customer is obliged to take note of them before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

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

These General Conditions of Sale are accessible at all times on the website and will prevail, if applicable, over any other version or other contractual document. The version applicable to the Customer is that in force on the website or communicated by the Service Provider at the date of placing the Order by the Customer.

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

The Customer declares that he has read these General Terms and Conditions of Sale and accepted them either by checking the box provided for this purpose before implementing the online order procedure, as well as the general conditions of use of the website, or, in the case of off-line booking, by any other appropriate means.

### **ARTICLE 2- RESERVATIONS**

It is the Customer's responsibility to check the accuracy of the Order and immediately report any errors to the Service Provider. The Order will be considered final only after sending to the Customer the confirmation of acceptance of the Order by the Service Provider, by e-mail, or by paying the deposit in case of booking directly at the premises where the Service Provider markets the Services. Any Order placed on the website constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

In order for the reservation to become effective, the payment of the deposit, administration fees and possibly the amount of the cancellation insurance must be paid to the Service Provider within 7 days. The balance of the stay is to be paid on the day before departure at the latest.

Any rental is nominative and cannot be assigned.

As part of a rental accommodation, an inventory and inventory report is given to the customer on arrival, to return within 24 hours at the reception for any comments.

Upon departure, the Client is obliged to make the accommodation in a state of cleanliness compliant under penalty of withholding the deposit cleaning. (See paragraph 3)

### **ARTICLE 3 – RATES**

The Services offered by the Service Provider are provided at the rates in force on the internal site, or on any information medium of the Service Provider, when placing the order by the Customer. Prices are expressed in Euros including taxes.

The rates take into account any reductions that would be granted by the Service Provider on the website or on any information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the website, in the email or in the written proposal addressed to the Client. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by prices.

They do not include processing and management fees, which are charged in addition, under the conditions indicated on the website or in the information previously communicated to the Customer, and calculated prior to placing the Order.

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

An invoice is drawn up by the Service Provider and delivered to the Customer on request.

#### **3.1. RESIDENCE TAX**

The tourist tax, collected on behalf of the community of communes, is not included in the rates. The amount is determined per person per day and varies according to destination. It is to be paid at the time of payment for the Service and appears distinctly on the invoice.

### **ARTICLE 4 - TERMS OF PAYMENT**

#### **4.1. DOWN PAYMENT**

The sums paid in advance are instalments. They constitute a claim on the total price due by the Customer.

A deposit corresponding to 25% of the total price of the supply of the ordered Services is required when placing the order by the Customer. It must be paid at the validation of the reservation and will be deducted from the total amount of the order.

#### **4.2. PAYMENTS**

Payments made by the Customer will only be considered final after the actual collection of the sums due by the Service Provider.

In the event of late payment and payment of sums due by the Customer beyond the time limit set (see Article 2), or after the payment date indicated on the invoice sent to the Customer, late penalties calculated at the rate of 10% of the amount including VAT of the balance of the Service, shall be acquired automatically and by right by the Service Provider, without any formality or prior notice.

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

In addition, the Service Provider reserves the right to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the

performance of its obligations after a 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 3 pm on the day of arrival and must be vacated by 10 am on the day of departure.

The balance of the stay must be paid in full on the day before departure.

The accommodation and pitches are intended for a certain number of occupants in the rental and can not be occupied by a higher number of people.

The accommodation and pitches will be returned in the same state of cleanliness as at delivery. Otherwise, the tenant will have to pay a lump sum of 80.00 € for cleaning. Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant. The end-of-lease inventory must be exactly the same as at the beginning of the lease.

#### **5.2. SECURITY DEPOSIT**

For accommodation rentals, a security deposit of € 280.00 is required from the Client on the day of the delivery of the keys and will be returned to him on the day of the end of the rental with any deduction of the repair costs.

This deposit does not constitute a limit of liability.

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

No reduction will be granted in the case of a delayed arrival, an early departure or a change 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 persons, the Service Provider will endeavour to accept as far as possible requests for date changes within the limits of availability and without prejudice to any additional costs; this is in all cases a simple obligation of means, the Service Provider cannot guarantee the availability of a location or accommodation, or another date; an additional price may be requested in these cases.

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

In the absence of a request for modification specifying that the arrival date is due to be postponed, the accommodation or location becomes available 24 hours after the booked date. The Service Provider reserves the right to re-book the accommodation or location upon first request.

#### **6.2. Interruption**

An early departure may not give rise to any reimbursement from the Service Provider.

#### **6.3. CANCELLATION**

In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider less than 30 days before the scheduled date of the Reserved Rental, for any reason other than force majeure, the deposit paid to the Reservation, as defined in article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale shall be acquired by law by the Service Provider, as compensation, and may not give rise to any refund.

In all cases of cancellation, the processing and management fees will remain with the Service Provider.

In order to prevent a possible cancellation or interruption of stay, the client is offered to subscribe to the cancellation insurance CAMPEZ COUVERT.

In the event of cancellation by the Service Provider, except in cases of force majeure, the amount already paid will be fully refunded.

### **ARTICLE 7 - CUSTOMER OBLIGATIONS**

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

The Client having booked a pitch or accommodation must be insured in civil liability. An insurance certificate may be requested from the Client before the start of the service.

#### **7.2. ANIMALS**

Pets are accepted, under the responsibility of their owners through packages available from the Service Provider and payable on site. Dogs must be vaccinated and identified, those of 1st and 2nd category are prohibited. They must be up to date with their vaccination, their documents may be requested by the Service Provider.

#### **7.3. RULES OF PROCEDURE**

An internal regulation is posted at the entrance of the establishment and at the reception. The Client is obliged to read it and to respect it. It is 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 hidden defect, resulting from a design defect or a failure to perform the ordered Services.

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of defects or non-conformities within a maximum period of 1 day from the provision of the Services.

The Service Provider shall reimburse or rectify or have rectified (as far as possible) the services found to be defective as soon as possible and no later than 7 days after the Service Provider's detection of the defect or vice. The refund will be made by credit to the Customer's bank account or by bank check addressed to the Customer.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid by the Customer. The Service Provider shall not be held liable or liable for any delay or non-performance resulting from the occurrence of a case of force majeure normally recognised by French jurisprudence.

The Services provided through the Service Provider's website comply with the

regulations in force in France.

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

Activities related to the organization and sale of stays or excursions on a specific date or for 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 Consumer Code.

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

The Service Provider, who writes this document, carries out personal data processing that has as its legal basis the legitimate interest pursued by the Service Provider when it pursues the following purposes: prospecting, management of the relationship with its clients and prospects, organisation, registration and invitation to Service Provider events, processing, execution, prospecting, production, management, follow-up of requests and customer files, the drafting of documents on behalf of its clients, invoicing and accounting.

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

In this regard, customer data is stored for the duration of contractual relationships plus 3 years for promotional and prospecting purposes, without prejudice to retention obligations or limitation periods.

In accounting terms, they are kept for 10 years from the end of the financial year.

The data of the prospects are kept for a period of 3 years if no participation or registration to the events of the Service Provider has taken place.

The data processed are intended for authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have a right of access to their data, rectification, interrogation, limitation, portability and erasure. Data subjects have also the right to object at any time, for reasons related to their particular situation, to a processing of personal data having as legal basis the legitimate interest of the Provider, as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining how they intend to exercise, after their death, the above-mentioned rights by e-mail to: [campingensalvan@orange.fr](mailto:campingensalvan@orange.fr) or by post to the Service Provider.

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

In accordance with Articles L. 223-1 and following of the Consumer Code, the Customer is informed that he has the right to register on the Bloctel telephone solicitation opposition list, managed by Worldline, accessible on the website: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)

Registration on this list is free of charge. It is mandatory for all professionals except those with whom the consumer has already concluded a contract.

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

The content of the 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 all or part of this content is strictly prohibited and may constitute a crime of infringement.

In addition, the Service Provider remains the owner of all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Customer) for the purpose of providing the Services to the Client. The Client is therefore prohibited from any reproduction or exploitation of such studies, designs, models and prototypes, etc., without the express prior written permission of the Service Provider who may condition it to a financial consideration. The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and disseminated by it.

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

These General Terms and Conditions of Sale and the transactions resulting 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 will be authoritative in case of dispute.

#### **ARTICLE 13 - LITIGATION**

All disputes to which the purchase and sale transactions concluded in application of these general terms and conditions may give rise, with regard to their validity, interpretation and execution, their termination, consequences and consequences that could not have been resolved between the Service Provider and the Customer shall be submitted to the competent courts under the conditions of ordinary law. The Customer is informed that it may in any case resort, in case of dispute, to a conventional mediation procedure or any other alternative mode of dispute resolution.

He may, in particular, make free use of the following Ombudsman for Consumer Affairs: CM2C - 14 rue Saint Jean - 75017 PARIS - tel. 06.09.20.48.86 - <https://cm2c.net>

Pursuant to the provisions of Regulation no. 524/2013 of 21 March 2013 on the online settlement of consumer disputes, the Client is informed of the existence of an online dispute resolution platform (RLL) for the out-of-court settlement of disputes arising in connection with an online booking and between a Customer and a Service Provider established in a country of the European Union, Norway, Iceland or Liechtenstein.

This platform is free and multilingual.

The customer can access the platform via the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&ng=en>

#### **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges that he has been informed, prior to placing his order, in a legible and understandable way, of these General Terms and Conditions of Sale and all the information and information referred to in articles L 111-1 to L111-7 of the consumer code, in addition to the information required pursuant to the Decree of 22 October 2008 on prior consumer information on the characteristics of rental accommodation in outdoor 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 fees;
- Information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they are not clear from the context;
- Information on legal and contractual guarantees and their implementation; the functionalities of digital content and, where appropriate, its interoperability;
- The possibility of using conventional mediation in case of dispute;
- Information about the terms of termination and other important contractual conditions.

The fact for a natural person (or legal entity), to order on the website implies full acceptance of these General Terms and Conditions of Sale, which is expressly recognized by the Customer, who renounces, in particular, to rely on any contradictory document, which would not be enforceable against the Service Provider.

**Contact details of the provider:** Camping En Salvan 2645 route du lac de Saint-Ferréol 31250 VAUDREUILLE.

05 61 83 55 95 – 06 72 60 50 07 – [campingensalvan@orange.fr](mailto:campingensalvan@orange.fr)

Siret n° 312 538 671 000 32 - TVA : FR57312531671 - Code APE 5520Z

Le Logis Familial, Association loi 1901 déclarée au JO du 10 juillet 1937 - Tourisme Social et Familial

Siège Social : Maison des Associations - Place du 1er Mai - 81100 CASTRES

#### **Définitions :**

**Site internet :** [www.campingensalvan.com](http://www.campingensalvan.com)

**Prestataire :** *Camping En Salvan ou son gestionnaire*

**Services :** *location saisonnière d'hébergement ou d'emplacement nu « tourisme »*  
**Hébergement :** *Tente, Caravane, résidence mobile de loisir et habitation légère de loisirs.*