

GENERAL Terms

DEFINITIONS

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES : seasonal rental of accommodation or bare «tourism» pitches.

ACCOMMODATION : Tent, caravan, mobile leisure home and light leisure home.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions apply, without restriction or reservation, to any rental of accommodation or bare pitches on the Sunélia L'Aiguille Creuse campsite, operated by SARL LBM (the Service Provider), to non-professional customers («the Customers» or «the Customer»), on its website www.campingaiguillecreuse.com or by telephone, post or electronic mail (e-mail), or at a place where the Service Provider markets the Services. They do not apply to the rental of pitches intended for mobile leisure homes (mobile homes) which are covered by a «leisure» contract.

The main characteristics of the Services are presented on the website www.campingaiguillecreuse.com 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 an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions 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 are accessible at all times on the website and shall prevail, if necessary, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the website or communicated by the Service Provider at the date the Customer places the Order.

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 Client has the right to access, rectify and oppose all personal data at any time if the processing is not essential to the execution of the order and the stay as well as their consequences, by writing, by post and providing proof of identity, to:

CAMPING SUNELIA L'AIGUILLE CREUSE
24 Résidence de L'Aiguille Creuse
76790 LES LOGES

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

ARTICLE 2 – RESERVATIONS

The Customer selects on the website or indicates in any document sent by the Service Provider the services he/she wishes to order, as follows:

A booking only becomes effective with the written agreement of the campsite and after receipt of a deposit as specified in article 4.1 Deposit.

The balance of 70% must be paid 30 days before your arrival for mobile home and luxury pitch bookings, and on arrival for standard pitch bookings.

If you book a mobile home less than 30 days before the start of your stay, full payment (total amount of the stay + booking fee) must be made at the time of booking.

We will send you a booking confirmation. On arrival, you will be asked to present the identity documents of all the participants.

It is the Client's responsibility to check the accuracy of the Order and to notify the Service Provider immediately of any errors. The Order shall only be deemed final after the Service Provider has sent the Client 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 Service Provider markets the Services.

Any order placed on the website www.campingaiguillecreuse.com constitutes the establishment of a contract between the Client and the Service Provider.

All Orders are personal and may not be transferred under any circumstances.

The campsite reserves the right to refuse access to families who arrive with a number of people greater than the capacity of the accommodation or pitch rented. Any person other than those registered will be considered as a visitor, subject to the maximum number of people authorised for each rental. Visitors must leave the campsite before the gate closes.

Visitors must register at the campsite reception and pay the fee.

Visitors do not have access to the campsite's aquatic area.

For safety reasons, minors who are not accompanied by their legal guardian for the duration of their stay are not allowed on our campsite.

SPECIAL REQUESTS

These should be indicated at the time of booking, but are not covered by any guarantee on our part. They are taken into consideration in the and subject to availability.

ARTICLE 3 – RATES

The Services offered by the Service Provider are provided at the rates in force on the website www.campingaiguillecreuse.com, or on any information medium of the Service Provider, at the time the Customer places the order. Prices are expressed in Euros, exclusive of tax and VAT.

The rates take into account any discounts granted by the Service Provider on the website www.campingaiguillecreuse.com or on any information or communication medium.

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

They do not include processing and administration fees, which are charged in addition, under the conditions indicated on the website www.campingaiguillecreuse.com or in the information communicated (by post, e-mail, etc.) to the Customer beforehand, and calculated before the Order is placed.

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

An invoice is issued by the Vendor and given to the Customer at the latest at the time of payment of the balance of the stay.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the local council community, is not included in the rates. Its amount is determined per person per night and varies according to the destination.

It must be paid when the Service is paid for and is shown separately on the invoice.

3.2. ECO PARTICIPATION

The eco-participation applies to each stay and is invoiced per night and per person.

The amount is determined each year and is shown on the documents relating to the stay.

Our establishment is subject to taxes, in particular for waste reprocessing.

Eco-participation is also part of our commitment to the environment through our Green Key certification. It is a financial contribution to compensate and raise awareness.

ARTICLE 4 - PAYMENT TERMS

4.1. DEPOSIT

Amounts paid in advance are advance payments. They constitute a downpayment on the total price due by the Client.

A deposit of 30% of the total cost of the holiday for rental accommodation and 50% of the total cost of the holiday for pitches is required when the Customer places the order. It must be paid on receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

In the event of cancellation, the conditions of article 6.3 cancellation will apply.

The balance, i.e. 70% of the total cost of the stay, for rental bookings must be paid 30 days before arrival and the balance, i.e. 50% of the total cost of the stay, for pitch bookings must be paid on arrival.

4.2. PAYMENTS

Payments made by the Client shall only be considered final after the Service Provider has received the amounts due.

In the event of late payment and payment of sums due by the Client after the deadline set out above, or after the payment date shown on the invoice sent to the Client, 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 rightfully acquired by the Service Provider, without any formality or prior notice.

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

Cash, French bank cheques, credit cards, ANCV and CONNECT holiday cheques are accepted.

Currencies other than Euros are not accepted.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

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

ARTICLE 5 - PROVISION OF SERVICES

5.1. AVAILABILITY AND USE OF SERVICES

The accommodation may be occupied from 4 p.m. on the day of arrival and must be vacated before 10 a.m. on the day of departure. The balance of the stay must be paid in full 30 days before the date of arrival (otherwise the rental will be cancelled).

The pitch (tent, standard and comfort) may be occupied from 2pm 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 on the day of arrival.

The Luxury pitch may be occupied from 2pm on the day of arrival and must be vacated before 11am on the day of departure.

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 rental of the accommodation includes the consumption of water, gas and electricity.

The accommodation and pitches must be left in the same state of cleanliness as on arrival.

If this is not done, the client will have to pay a fixed cleaning charge of €100. Any damage to the accommodation or its accessories will be repaired immediately at the client'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 for the furniture and equipment and a security deposit of €100 for any cleaning costs are required from the Client on the day the keys are handed over and are returned within a maximum of 7 days, subject to deduction of any repair costs.

This guarantee does not constitute a limit of liability.

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

No discount will be given for late arrival, early departure or change in the number of persons (either for the whole or part of the planned stay). In all cases, in the absence of a message for a postponed date, the rental will become available 24 hours after the planned date of arrival and the sums paid will be forfeited to the campsite.

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept requests for a change of date as far as possible within the limits of availability, without prejudice to any additional costs; in all cases, this is merely an obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional charge may be requested in such cases.

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

6.2. INTERRUPTION

Premature departure shall not give rise to any reimbursement by the Service Provider.

6.3. CANCELLATION

All cancellations must be made in writing (registered letter with acknowledgement of receipt) to the Sunélia L'Aiguille Creuse.

A partial refund may or may not be made, depending on the date of cancellation and according to the following scale according to the following scale:

- 10% of the basic price of the holiday for cancellations made more than 30 days before the arrival date date of arrival for rental properties, and 30% of the basic price of the holiday for cancellations more than 30 days before the arrival date for pitches.

- no refund 29 days before the arrival date.

Additional insurance enabling you to obtain reimbursement of the amount of your stay in the event of cancellation under certain conditions: www.campez-couvert.com.

ARTICLE 4 - PAYMENT TERMS of these General Terms and Conditions will be automatically acquired by the Provider as compensation and will not be refunded in any way. In all cases of cancellation, the reservation and management fees (Article 3) will be retained by the Service Provider.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (which is considered to be a total or partial ban on receiving the public, insofar as the Client is concerned directly 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 Client for the reservation of the stay will be refunded within 30 days. However, the Service Provider shall not be liable for any additional compensation beyond this reimbursement of the sums already paid for the booking of the stay.

6.4.2. Notwithstanding the provisions of Article **6.3 CANCELLATION**, any cancellation of the holiday duly justified by the fact that the Client is affected by COVID 19 (infection) or another infection considered to be 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 planned dates, will give rise to the issue of a non-refundable credit note valid for 12 months. Any booking and management fees as provided for in the general terms and conditions shall be retained by the Service Provider.

In all cases, the Customer must provide proof of the event that makes him/her eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of Article **6.3 CANCELLATION**, in the event that the Client is forced to cancel the entire stay due to governmental measures that do not allow participants to travel (general or local lockdown, travel ban, border closures), even though the campsite is able to fulfil its obligation and welcome the Clients, the Service Provider will issue a credit note corresponding to the sums paid by the Client, after deduction of the reservation and management fees (Article 3), which will be retained by the Provider. This non-refundable and non-transferable credit 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 shall be deducted from the amount of the credit note referred to in Articles 6.4.2 or 6.4.3.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. PUBLIC LIABILITY INSURANCE

It is compulsory for the Client staying on a pitch or in an accommodation unit to be insured against civil liability.

A certificate of insurance may be requested from the Client before the start of the stay.

7.2. ANIMALS

A maximum of 2 pets are allowed on pitches and in accommodation, under the responsibility of their owners, for a fee indicated in the rates and payable on the day of arrival. You will be asked to show your pet's health record on the day of arrival (vaccination up to date, including rabies vaccination). Your pet must be tattooed/chipped and kept on a lead on the campsite premises. Category 1 and 2 dogs are not accepted.

7.3. RULES AND REGULATIONS

The rules and regulations are posted at the entrance to the establishment and at reception. The Customer is obliged to take note of these and to observe them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

The Service Provider, in accordance with the legal provisions and without additional payment, gives the Client every assurance against any lack of conformity or latent defect arising from a design or manufacturing defect in the Services ordered.

In order to assert his/her rights, the Client shall inform the Service Provider in writing of the existence of defects or lack of conformity within a maximum of 2 hours of the provision of the Services.

The Service Provider shall refund or rectify or cause to be rectified (to the extent possible) the services found to be defective as soon as possible and at the latest within 48 hours after the Provider has discovered the defect or fault. The refund will be made by crediting the Customer's bank account or by cheque sent to the Customer.

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

The Services provided through the Service Provider's website www.campingaiguillecreuse.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation 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.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

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

- Either legitimate interest pursued by the Service Provider for the following purposes:
 - prospecting
 - managing the relationship with its customers and prospects,
 - the organisation of, registration for and invitation to the Service Provider's events,
 - processing, executing, prospecting, producing, managing and following up on customer requests and files,
 - drafting deeds on behalf of its clients.
- Or to comply 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,
 - billing,
 - accounting.

The Service Provider only keeps the 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 canvassing, without prejudice to retention obligations or limitation periods.

For the prevention of money laundering and terrorist financing, the data is kept for 5 years after the end of the relationship with the Service Provider. For accounting purposes, they are kept for 10 years from the end of the accounting period.

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

The data processed is intended for the authorised 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, transfer or delete data concerning them.

The persons concerned by the processing carried out 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 the above-mentioned rights to be exercised after their death

- by e-mail to the following address camping@aiguillecreuse.com
- or by post to the following address: Camping Sunélia L'Aiguille Creuse SARL LBM -24 Résidence de l'Aiguille Creuse- 76790 LES LOGES with a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL. In accordance with the French Consumer Affairs Act 2014-344 of 17 March 2014, and in the absence of an ongoing contractual relationship, the customer has the possibility to refuse any telephone solicitation. The request must be made by registering with the BLOCTEL service.

10.1 IMAGE RIGHTS

You authorise Camping Sunélia l'Aiguille Creuse, as well as any person we may wish to replace, 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 website and social networks, as well as on all media presenting and promoting the campsite.

This authorisation applies both to you and to the people staying with you. Its sole purpose is to promote and animate the establishment and may in no way damage your reputation. This authorisation is granted free of charge for all countries and for a period of 5 years.

Any specific refusal must be notified to us by e-mail or registered post with acknowledgement of receipt or to the hotel management on the day of your arrival.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.campingaiguillecreuse.com is the property of the Service Provider and its partners and is protected by French and international laws relating to 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 ownership of all intellectual property rights for photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of providing the Services to the Client. The Client 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 conditional on 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.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

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

The present General Terms and Conditions were first written in French. In the event that they are translated into one or more foreign languages, the French text shall prevail in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale transactions concluded in application of these general terms and conditions could give rise, concerning their validity, their interpretation, their execution, their termination, or their consequences 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 informed that he/she may, in any event, in the event of a dispute, have recourse to a conventional mediation procedure or to any other alternative dispute resolution method.

In particular, he can have free recourse to the following Consumer Ombudsman:

CM2C
14 Rue Saint Jean
75017 PARIS
+33 (0)6 09 20 48 86

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Client 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 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 the prior information of the consumer on the characteristics of rental accommodation in the open-air sector 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 on the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information on legal and contractual guarantees and how to apply them;
- functionality of digital content and, where appropriate, its interoperability;
- the possibility of resorting to 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) orders on the website www.campingaiguillecreuse.com implies full and complete acceptance of these General Terms and Conditions, 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.