

General Terms and Conditions of Sale

These terms apply to the

Camping Domaine de La Faurie

SAS CAMPING DOMAINE DE LA FAURIE

1276 Route de la Faurie 05 65 21 14 36 -
contact@camping-lafaurie.com
www.camping-lafaurie.com

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or bare camping pitch for 'tourism'.

ACCOMMODATION: Tent, caravan, mobile leisure residence and light leisure housing, studio and gîte.

GROUP: Any reservation of more than 4 pitches (bare or rentable) by the same individual or by different individuals who know each other and travel together for the same reasons at the same dates of stay at our campsite is considered a group.

MAXIMUM SLEEPING CAPACITY: The maximum sleeping capacity corresponds to the number of people allowed to stay in a accommodation or on a camping pitch. For accommodations, the maximum number is indicated at the time of booking online or in a descriptive file in case of a booking at the campsite reception desk. For bare pitches, the maximum number of people allowed to stay will always be 6.

ARTICLE ONE - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the campsite DOMAINE DE LA FAURIE's grounds, to non-professional clients (« Clients » or « the Client »), on its website www.camping-lafaurie.com or by telephone, mail or electronic mail (emails), or in a place where the Service provider markets the Services. They do not apply to pitches intended to accommodate leisure mobile homes (mobil-homes) which are subject to a 'leisure' contract.

The Client is obliged to read them before placing any order. The choice and purchase of a Service is the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other conditions of the Service provider, including those applicable to other channels for marketing the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, if applicable, over any other version or any other contractual document. The version applicable to the Client is the one in force on the website or communicated by the Service provider at the date of the Client's Order.

Unless proven otherwise, the data recorded in the Service provider's computer system constitute proof of all transactions concluded with the Client.

Under the conditions defined by the Data Protection Act and the European regulation on data protection, the Client has, at any time, the right of access, rectification, and opposition if the processing is not essential to the execution of the order and the stay and their consequences, to all of their personal data by writing, by mail and proving their identity, to:

SAS CAMPING DOMAINE DE LA FAURIE 1276 Route de
la Faurie 05 65 21 14 36 -
contact@camping-lafaurie.com

The Customer declares that he has read these General Conditions of Sale and has accepted them either by checking the box provided for this purpose before the online Ordering procedure is implemented, as well as the general terms of use of the website www.camping-lafaurie.com, or, in case of off-internet reservation, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Client selects on the site or provides on any document addressed by the Provider the services he wishes to order, according to the following modalities:

- Availabilities ;
- Selection of the stay ;
- Choice of options ;
- Order validation.

It is the Client's responsibility to verify the accuracy of the Order and to immediately report any errors to the Provider. The Order will only be considered definitive after sending the Client the confirmation of the Order's acceptance by the Provider, by email or mail, or by signing the contract in the case of a reservation made directly at the premises where the Provider markets the Services.

Any Order placed on the website www.camping-lafaurie.com constitutes the formation of a contract concluded remotely between the Client and the Provider.

Any Order is nominative and cannot, under any circumstances, be transferred.

The acceptance of these General Conditions and the conclusion of the rental Contract imply that the Client has the legal capacity required to enter into the contract, or, in the case of incapacity, that he has the authorization of a guardian or curator.

The pitches and accommodations offered on the website Camping domaine de la Faurie are addressed exclusively to individual customers.

For any GROUP reservation request, you must imperatively contact the campsite by phone or email. The campsite reserves the right to study the reservation request before acceptance or refusal.

It is recalled that every participant in the stay, whatever their age, counts as one participant. Thus, a baby (or a child) is equivalent to a participant, just like an adult.

In the case of renting an undeveloped pitch, the Client must imperatively indicate prior to the reservation the size of their vehicle (caravan, motorhome, trailer). Any error in dimensions may lead to the impossibility of staying on the pitch at the Client's expense.

ARTICLE 3 - PRICES

The Services offered by the Provider are supplied at the current rates on the website www.camping-lafaurie.com, at the time of placing the order by the Client. Prices are expressed in Euros, excluding tax and all taxes included.

The rates take into account possible discounts that may be granted by the Provider on the website www.camping-lafaurie.com or on any information or communication medium.

These rates are firm and non-revisable during their validity period, as indicated on the website www.camping-lafaurie.com, in the email or in the written proposal sent to the Client. Beyond this validity period, the offer becomes void and the Provider is no longer bound by the prices.

They do not include processing and handling fees, which are charged in addition, under the conditions indicated on the website www.camping-lafaurie.com or in the information (letter, email, ...) provided to the Client beforehand, and calculated prior to placing the Order.

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

An invoice is issued by the Seller and handed to the Client no later than the time of payment of the remaining balance of the price.

3.1.STAY TAX

The stay tax, collected on behalf of the commune / community of communes, is not included in the rates. Its amount is determined per person per day and varies depending on the destination. It must be paid when paying for the Service and appears separately on the invoice.

ARTICLE 4 – PAYMENT CONDITIONS

4.1.DEPOSIT

Advance payments are deposits. They constitute a credit against the total price owed by the Client.

A deposit equal to 30% of the total price for the provision of the Ordered Services is required when the Client places the order. It must be paid upon 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. It will not be reimbursed by the Service Provider in case of cancellation of the stay.

The balance of the stay must be paid in full 30 days before the arrival date (failure which may result in the cancellation of this rental).

4.2.PAYMENTS

Payments made by the Client will only be considered final after the actual collection of the amounts due by the Provider.

In case of delayed payment and payment of the amounts due by the Client beyond the above-mentioned deadline, or after the payment date shown on the invoice addressed to him, late penalties calculated at a weekly rate of 10% of the total price including tax of the provision of the Services will be automatically and unreservedly acquired by the Provider, with no formalities or prior notice.

The late payment will result in immediate due demand for the entirety of the sums owed by the Client, without prejudice to any other action that the Provider would be entitled to bring against the Client in this respect.

Payment in 4 installments by credit card with our partner Floa.

Our financial partner Floa offers payment solutions for your purchases of goods and/or services, in 4 installments by credit card. These payment solutions are reserved for individuals (adult natural persons) residing in France, holding a Visa or MasterCard credit card with a validity date corresponding to the duration of the repayment. Floa, RCS Bordeaux 434 130 423, whose registered office is Immeuble G7 – 71 Rue Lucien Faure in Bordeaux (33300), subject to the control of the Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4 Place de Budapest, CS 92459, 75436 PARIS CEDEX 09 and registered with ORIAS under number n° 07 028 160 (www.orias.fr).

Floa reserves the right to accept or refuse your financing request; you have the legal withdrawal period of 14 days.

We would like to draw your attention to the fact that if you request to pay your order of goods and/or services using these payment solutions, your personal data will be transmitted to Floa for the purpose of studying your financing request, managing your credit agreement and, where applicable, debt collection. For more information, [click here](#).

PAYMENT METHODS IMPORTANT INFORMATION

For security reasons and in accordance with current regulations, we inform you that: Cash payments are limited to a maximum amount of €300.

Beyond this amount, we kindly ask you to use one of the following payment methods:

Bank card

Bank transfer

ANCV holiday vouchers

Cheque (accepted under conditions and time frame)

This rule is intended to guarantee the safety of our staff and customers, and to ensure a smooth management of arrivals.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

Furthermore, the Provider reserves the right, in case of non-compliance with the payment terms set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the performance of its obligations after a formal notice remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The accommodation and related area may be occupied from 4:00 PM on the day of arrival and must be vacated by 10:00 AM on the day of departure.

The balance of the stay must be paid in full:

- 30 days before the arrival date (failure to do so may result in cancellation of this rental);

The bare pitches may be occupied from 2:00 PM on the day of arrival and must be vacated by 12:00 PM (noon) on the day of departure. The total balance of the stay must be paid in full:

- 30 days before the arrival date, for any advance booking;
- at the time of booking, if it is made between D-30 and the day of arrival;
- on-site, in case of a last-minute reservation (customer presenting themselves spontaneously).

The accommodations and pitches are intended for a specific number of occupants and may not be occupied by more people.

The accommodations and pitches will be returned in the same state of cleanliness as at delivery. If not, the tenant must pay a flat fee for cleaning as specified on the Provider's website. Any damage to the accommodation or its fixtures will be remedied at the tenant's expense. The end-of-rental inventory must be strictly identical to the initial inventory.

It is forbidden to plug an electric vehicle into the mobil-home's electrical network. If the campsite has charging stations specifically designed for electric vehicles, the Client may plug in by paying the current tariff. If the campsite does not have charging stations specifically designed for electric vehicles, the Client must recharge their vehicle outside the campsite.

5.2. SECURITY DEPOSIT

For lodging rentals, a security deposit of €200 is required from the Client on the day of key handover and is returned on the day of rental completion less any remediation fees.

This security deposit does not constitute a liability limit.

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

No discount will be granted in the case of a delayed arrival, early departure, or modification of the

number of people (whether for the entire stay or a part of it). arrivals are planned from 4:00 PM to 6:00 PM in low season and from 4:00 PM to 8:00 PM (only on Saturdays in July August) – any arrivals after 6:00 PM will incur a €15 charge for mobilization of staff.

6.1.MODIFICATION

In case of changes to the dates or number of people, the Service Provider will strive to accept modification requests as much as possible within the limits of availability, and this without prejudice to any additional fees; in all cases, it is only a best-efforts obligation, the Service Provider cannot guarantee the availability of a location or accommodation, or another date; a price supplement may be requested in such cases.

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

6.2.INTERRUPTION

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

6.3.CANCELLATION

If a cancellation insurance has been validly subscribed and validly exercised, the terms of cancellation and refund must be carried out in accordance with the insurer's general conditions.

Note that cancellation insurance can only be subscribed at the initial booking request and the client agrees to read the insurance conditions proposed at their initial booking.

Except for special conditions at the time of booking, if no cancellation insurance has been validly subscribed or validly exercised, the termination indemnities will be calculated as follows:

- Cancellation up to the 31st day before the scheduled arrival date: 30% of the total amount of the stay will be kept by the Service Provider (corresponding to the deposit amount);
- Cancellation from the 30th day to the 16th day before the scheduled arrival date: 50% of the total stay amount will be kept by the Service Provider;
- Cancellation from the 15th day to the arrival date: 100% of the total stay amount will be kept by the Service Provider.

Any cancellation, to be valid, must be notified in writing to the person in charge of the accommodation.

6.4.CANCELLATION IN CASE OF PANDEMIC

6.4.1.By exception to Article 6.3 CANCELLATION, in the event of total or partial closure of

the establishment during the dates of the reserved stay (considered as a total or partial ban on welcoming the public, insofar as the Client is directly affected by the application of this measure) decided by the public authorities, and not attributable to the Service Provider, the advance sums paid by the Client for the booking cannot be processed, will be refunded in accordance with the legal or regulatory provisions governing said closure or its consequences.

The Service Provider shall not be liable for any additional compensation beyond this refund of sums already paid for the booking.

6.4.2.Any cancellation of the stay duly justified by the Client being affected by COVID-19 (infection) or any other infection considered to be a pandemic, or identified as a contact case, and that this

The situation would call into question their participation in the stay on the scheduled dates and will be without termination indemnity or reimbursement from the Provider. It is the client's responsibility to take out cancellation insurance in accordance with Article 6.3 CANCELLATION.

6.4.3. In the event that the Client is forced to cancel the entire stay due to government measures preventing participants from traveling (general or local confinement, travel ban, border closures), even though the campsite is able to fulfill its obligation and welcome the Clients, the Provider will not be required to provide any specific refund. Refer to Article 6.3 CANCELLATION.

6.4.4 - In the event of subscription, by the Client, of a specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the client must carry out all steps with the insurer.

ARTICLE 7 - CLIENT OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Client housed on a pitch or in accommodation must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service. At least one adult (18 years or older) per booking must be declared on the contract and present throughout the stay. A minor is not allowed to stay alone on a pitch. Minors must have parental authorization to stay at the campground.

7.2. ANIMALS

Domestic animals are accepted up to one per accommodation, under the responsibility of their owners, with the exception of new pets (NAC) and dangerous animals, notably dogs of categories 1 and 2 (L.211-11 and L.211-12 of the Rural Code). They must always be kept on a leash within the campsite and must not be left alone in the accommodations, even temporarily. Animal feces must be picked up by their owners and placed in a bin. Animals must be vaccinated and their owner must have an up-to-date vaccination record.

They are accepted subject to the packages available from the Provider and payable on site.

7.3. INTERNAL REGULATIONS

An internal regulation is displayed at the entrance of the establishment and at the reception. The Client is required to read and comply with it. It is available on simple request.

Failure to comply with the internal regulations may result in the termination of the accommodation contract and immediate expulsion of the clients and/or all occupants of the accommodation, without entitlement to a refund of amounts paid.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER - WARRANTY

The Provider guarantees the Client, in accordance with legal provisions and without additional payment, against any lack of conformity or hidden defects arising from a defect in the design or execution of the Services ordered.

To exercise their rights, the Client must inform the Provider, in writing with acknowledgment of receipt, of the existence of defects or non-conformities within a maximum of 24 hours from the provision of the Services.

The Provider will reimburse or rectify or have rectified (as far as possible) the services deemed defective as soon as possible and no later than 2 days after the Provider detects the defect or vice. Reimbursement will be by credit to the Client's bank account or by bank check sent to the Client.

The Provider's guarantee is limited to refund of the Services actually paid by the Client. The

The service provider cannot be regarded as responsible nor at fault for any delay or non-performance resulting from the occurrence of a force majeure case usually recognized by French case law.

The services provided through the intermediary of the website www.camping-lafaurie.com of the service provider comply with the regulations in force in France.

ARTICLE 9 - EXCLUSION OF RESPONSIBILITY OF THE SERVICE PROVIDER

a-Pine cones and branches

The service provider will not be held responsible for material damages caused by the fall of light branches or pine cones, notably on vehicles belonging to Clients. Parking spaces near the accommodations are particularly subject to this risk despite professional and regular pruning of the trees. The Client acknowledges this risk and therefore confirms accepting it and protecting themselves by all means (including protective tarps). If the Client wishes to avoid any inconvenience, they should park their vehicle in the parking lot at the entrance of the establishment if applicable or directly in the spaces reserved for this purpose and located on the public road.

b-Pools, Basin, swimming

According to the opinion of the Council of State (Internal Affairs Section) no. 353-358 of January 26, 1993, supervision of pools and basins is not mandatory, swimming is undertaken at the users' risk. Parents must strictly supervise their minor children. Any accident or drowning occurring in pools or basins will be the sole responsibility of the user and/or their parents. Under no circumstances can the service provider's liability be engaged.

ARTICLE 10 - RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a determined date or a specified period are not subject to the withdrawal period applicable to distance selling and off-premises sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

ARTICLE 11 - PROTECTION OF PERSONAL DATA

The Service Provider, author of these terms, implements processing of personal data based on the following legal basis:

●Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:

-prospecting

-managing the relationship with its clients and prospects,

-the organization, registration and invitation to the Service Provider's events,

-processing, execution, prospecting, production, management, monitoring of client requests and files,

-drafting acts on behalf of its clients.

●Or compliance with legal and regulatory obligations when implementing processing with the following purposes:

-prevention of money laundering and financing of terrorism and the fight against corruption,

-invoicing,

-accounting.

The Service Provider retains data only for the period necessary for the operations for which they were

collected as well as in compliance with the regulations in force.

In this regard, client 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.

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

Prospect data is kept for 3 years if there has been no participation or registration for the Provider's events.

The processed data is intended for authorized persons of the Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, query, restrict, port, and erase their data.

Individuals affected by the processing also have the right to object at any time, for reasons related to their particular situation, to the processing of personal data based on the Provider's legitimate interest, as well as the right to object to commercial prospecting.

They also have the right to define general and specific directives regarding how the above-mentioned rights should be exercised after their death.

-by email at the following address: contact@camping-lafaurie.com

or by postal mail at the following address: SAS CAMPING DOMAINE DE LA FAURIE
1276 Route de la Faurie
46240 Seniergues

-Individuals concerned have the right to file a complaint with the CNIL.

ARTICLE 12 - INTELLECTUAL PROPERTY

The content of the website www.camping-lafaurie.com is the property of the Provider and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution, or use, in whole or in part, of this content is strictly prohibited and may constitute an act of counterfeiting.

Furthermore, the Provider retains all intellectual property rights to photographs, presentations, studies, drawings, models, prototypes, etc., created (even at the Client's request) for the provision of Services to the Client. The Client is therefore prohibited from reproducing or exploiting said studies, drawings, models, and prototypes, etc., without the express, written, and prior authorization of the Provider, who may make it subject to financial compensation.

The same applies to names, logos, or more broadly any graphic representation or text belonging to or used and distributed by the Provider.

ARTICLE 13 - 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. If they are translated into one or more foreign languages, only the French text shall be authoritative in the event of a dispute.

ARTICLE 14 - LITIGATIONS

All disputes arising from purchase and sale operations concluded under these general terms and conditions of sale, regarding their validity, interpretation, execution, termination, consequences and 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 Client is informed that in any event, in case of dispute, he may resort to a conventional mediation procedure or to any other alternative dispute resolution method.

In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes," the client has the right to freely use the consumer dispute mediation service offered by the campsite:

The consumer-right mediator thus proposed is CM2C (under validation by CECMC).

This mediation scheme can be contacted electronically: <https://cm2c.net> or by postal mail

: CM2C - 14 rue Saint Jean 75017 PARIS.

ARTICLE 15 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE

The Client acknowledges having been provided, prior to placing his Order, in a readable and understandable 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 Consumer Code, in addition to the information required by the decree of October 22, 2008 relating to the consumer's prior information on the characteristics of camping accommodations in outdoor hotel industry and in particular:

-the essential characteristics of the Services, considering the communication medium used and the Services concerned;

-the price of the Services and any additional charges;

-information relating to the identity of the 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 terms of implementation; the features of digital content and, where applicable, its interoperability;

-the possibility of resorting to conventional mediation in case of dispute;

-information relating to termination procedures and other important contractual conditions.

The act of a natural person (or legal entity) ordering on the website www.camping-lafaurie.com constitutes full and unconditional agreement to these General Terms of Sale, which is expressly acknowledged by the Client, who waives, in particular, the right to rely on any contradictory document that would be unenforceable against the Provider.