

# General Terms and Conditions of Sale CAMPING CAMP DES GORGES

5898 route des Gorges - 07150 Vallon Pont d'arc

# 1 <u>Scope and acceptance of the General Terms and Conditions of Sale</u> 1.1 <u>Scope of the General Terms and Conditions of Sale</u>

These General Terms and Conditions of Sale transmitted to the customer form a contractual whole and constitute, with the stay contract, the entirety of the contractual relations between the Camp des Gorges | Camping Nature \*\*\* located at 5898 Route des Gorges 07150 Vallon-Pont-d'Arc. The campsite is reserved for tourist customers in accordance with article 2 of the decree of 11.01.1993 paragraph 2 which reserves land classified with the leisure mention to "customers who do not elect domicile there".

This contract is not subject to the provisions of the texts governing residential leases but to those of decree 93-39 of 11.01.1993 and the decree of 11.01.1993 governing the camping caravanning activity. This contract is granted on a temporary basis and for leisure purposes only.

#### 1.2 Acceptance of the General Conditions of Sale

The customer accepts these General Terms and Conditions of Sale without reservation and in accordance with the provisions of Article 1126 of the Civil Code. The customer is therefore well informed that, by checking the box "I have read and accept the general terms and conditions of sale" when placing the order online or by receiving the booking confirmation email to which these conditions are attached, he/she expresses his/her specific, free and informed consent, in particular with regard to the use of personal data. This unreserved acceptance is valid for the customer and for any person participating in the stay. These General Terms and Conditions of Sale are also available on the campsite's website and at the campsite reception.

## 2 Réservation

#### 2.1 Reservation method

The Customer has the option of making their reservation online, by telephone or in person.



#### 2.2 Validation of the reservation

Any booking request is considered a definitive booking from the moment it is accepted by the Campsite. The latter is free to refuse it depending on availability or any circumstance likely to affect the planned stay. Acceptance of the booking is materialized exclusively by sending a booking confirmation by email, mail or by hand delivery. The booking becomes effective as soon as the tenant has sent the owner a deposit (it represents 30% to 100% of the total amount of the stay depending on the booking date, tourist tax and eco-participation in addition). Beyond this date, this rental proposal will be canceled and the campsite will dispose of the rental at its convenience. A second copy of the contract must be kept by the tenant.

## 2.3 Electronic signature applicable to online sales

The online provision of the customer's bank card number and the final validation of the order will constitute proof of the customer's agreement to the General Conditions for the payment of amounts due under the reservation and signature and express acceptance of all operations carried out.

#### 2.4 Ability

This contract is established for a maximum capacity of people. If the number of occupants to stay in the rental exceeds the capacity, the owner may refuse the additional people or charge them a daily supplement (rate at reception), depending on the type of accommodation.

#### 2.5 Home insurance

The tenant is responsible for all damages caused by him. He is invited to take out a holiday type insurance contract for these various risks. Failure to take out insurance, in the event of a claim, will give rise to damages. The owner undertakes to insure the accommodation against rental risks on behalf of the tenant, the latter having the obligation to notify him, within 24 hours, of any damage occurring in the accommodation, its outbuildings or accessories. Any stay of more than two months must take out their own home insurance and inform the owners.



#### 3 Price

The applicable prices are those indicated at the time of booking by telephone, on the internet or on the Campsite. They are subject to change during the season and are in euros including VAT.

# 3.1 Short stay (less than 2 months)

The price includes:

- Rental of the pitch or equipped rental accommodation as defined on the website;
- · Water, gas and electricity consumption;
- Access to the Campsite, its equipment/facilities and its activities (except list below) as defined on the website;
- Space for one car per rental.

The price does not include:

- Booking fees;
- · Various taxes;
- Paid activities offered by the Campsite to be paid on site;
- Security deposits (deposit);
- Cancellation/interruption insurance;
- Optional equipment.

# 3.2 Long stay (2 months and more)

The price includes:

- Rental of the pitch or equipped rental accommodation as defined on the website;
- · Water, gas and electricity consumption;
- Access to the Campsite, its equipment/facilities (except list below) as defined on the website;
- Space for one car per rental.

The price does not include:

- The booking fees for the first month of rental;
- The various taxes;
- The security deposits (deposit);
- The cancellation/interruption insurance;
- The home insurance;
- The optional equipment.



# 4 Terms and method of payment

## 4.1 Rental payment terms (mobile homes and chalets)

The full price of the stay is payable:

- 30 days before the start of the stay;
- Or immediately for any reservation made less than 30 days before the start of the stay. In the absence of full payment on the agreed date, the campsite is entitled to consider that the customer has cancelled his reservation and retain any sums already paid.

## 4.2 Payment terms for bare pitch

The full price of your stay is due on the day of your arrival.

## **4.3 Payment methods**

The methods of payment for the deposit and/or the entire stay accepted by the Campsite vary depending on the date of payment:

- If payment is made before the arrival date: it can be made by credit card, by transfer, by check and holiday vouchers (sent by registered mail with acknowledgement of receipt)
- For any payment on site: the customer can pay the balance by credit card, cash, checks and holiday vouchers.

#### 5 Course of the stay

#### 5.1 Arrival and departure

The tenant must arrive on the precise day at the times mentioned in this contract. In the event of a late or delayed arrival, the tenant must notify the owner. Arrival times are normally scheduled:

For rental properties, arrival is between 3:00 p.m. and 6:30 p.m. in low and mid season and between 3:00 p.m. and 7:30 p.m. in high season. Departures are between 8:00 a.m. and 10:00 a.m., an appointment must be made the day before for the inventory.

For pitches, arrival is from 3:00 p.m. to 6:30 p.m. in low and mid season and between 2:30 p.m. and 7:30 p.m. in high season. Departures are between 7:30 a.m. and 12:00 p.m.



## 5.2 Security deposit or guarantee

Upon arrival of the tenant (in rental accommodation only), a deposit of €250 is requested by the owner. The deposit must be left by check, credit card or cash (credit card preferred). Following the exit inventory, the deposit is returned, less the cost of restoring the premises if damage is noted. In the event of early departure (before the times mentioned on the description sheet) preventing the inventory in the presence of the tenant on the day of departure, the deposit is returned by the owner within a period not exceeding 30 days, except in the event of withholding.

#### 5.3 Length of stay

5.3.1 The tenant must note the state of cleanliness upon arrival. He will inform reception if any observations on the state of the accommodation are made based on the inventory sheet made available in the rental property, no later than the day after his arrival. Cleaning the premises is the responsibility of the tenant during the rental period and before his departure. If the tenant is unable to carry out the exit cleaning, he can ask the owner, no later than 24 hours before the departure deadline, to take charge of it for a fixed sum that varies depending on the range of the rental property; the owner reserves the refuse this right to request if his availability requires

**5.3.2** The premises are rented furnished with kitchen equipment, crockery, glassware, duvets and pillows, as noted in the description sheet. If applicable, the owner, or his representative, will be entitled to claim from the tenant, upon departure, the price of cleaning the rented premises (rate in effect depending on the range of the rental), the total value at the replacement price of objects, furniture or equipment that are broken, cracked, chipped or damaged and those whose wear and tear exceeds normal for the duration of the rental, the price of cleaning duvets returned dirty, compensation for damage of any kind concerning curtains, woodwork, walls, ceilings, carpets, floor coverings, windows, bedding, etc.

#### 5.4 Animals

Pets are allowed on the campsite (supplement to be paid on arrival). The tenant staying with a pet is required to respect the articles of the campsite's internal regulations relating to animals and the legislation in force. The internal regulations specify that animals must never be left free, or at the camp, even locked up, in the absence of their owners who are civilly responsible for them. According to the legislation, tattooing and vaccination are required for access for dogs and cats to campsites throughout France,



as is the wearing of a collar on which the name and address of the owner are written. The owner of the campsite accepts a maximum of one pet in the rental and only on condition that its size or behavior is not cumbersome for the accommodation or other customers of the campsite. In the event of non-compliance with the clause of the description sheet, the internal regulations or the legislation in force by the tenant, the owner may refuse the animal at any time during the stay.

#### 5.5 Visit of the premises

The tenant may not object to a visit to the premises when the owner or his representative so requests.

#### <u>5.6 Exit</u>

It is the Customer's responsibility to return their accommodation in a perfectly clean condition before 10 a.m. Otherwise, a repair fee corresponding to the amount of the cleaning fee may be retained. Similarly, any item broken, lost or damaged during the stay may be billed to the Customer. The security deposit will be returned under the conditions set out above.

# 6 <u>Cancellation or interruption of stay</u> 6.1 <u>Total or partial cancellation due to the Customer</u>

In the event of cancellation more than 30 days before the scheduled date of entry into the premises, the tenant will only lose the deposit paid, i.e. 30% of the total rental amount, as well as the additional costs. In the event of cancellation less than 30 days before the scheduled date of entry into the premises, the tenant is required to pay the difference between the deposit and the total rental amount, i.e. the balance due, as a penalty clause. If a delay has not been reported by the tenant by 10 p.m. at the latest on the day after the scheduled date of arrival in the premises, this contract becomes null and void and the owner will have the accommodation at his disposal, and may, by right, try to re-let the accommodation while retaining the right to take action against the tenant.



# **6.2 Cancellation due to Camping**

In the event of cancellation by Camp des Gorges, except in cases of force majeure, the amounts already paid will be fully refunded. However, this cancellation will not give rise to the payment of damages.

# 7 Internal regulations of the campsite

The tenant agrees to accept the Official Internal Regulations of the French Camping and Caravanning Federation and to comply with them during his stay. These regulations are displayed at the campsite reception office.

## 8 Withdrawal period

As provided for in Article L. 121-21-8, the right of withdrawal does not apply to outdoor hotel accommodation.

# 9 Right to image

Tenants expressly authorize, without compensation, the campsite to use on any medium, photos or videos of themselves, their children or other participants in the stay, which could be taken during their stay, for the current advertising needs of the campsite (website, social networks, written publications, etc.).