



GENERAL SALES CONDITIONS

Reservation of accommodation or “tourism” pitch by individuals

Service provider's contact details:

- Camping LES CHENES, SARL CAMPING LES CHENES, RCS 920 321 312, Nîmes
- 95 chemin des Teuillères Basses 30250 JUNAS
- Tel.: 04.66.80.99.07
- Email: camping-les-chenes@orange.fr
- Website: www.camping-les-chenes.com

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of services.

SERVICES : seasonal rental of accommodation or unoccupied “tourism” pitch.

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

Unoccupied campsite pitch : This is an unoccupied campsite pitch for your tent, caravan or camper van. Your stay is calculated based on a basic package which includes the pitch, the person(s) participating according to the package, your facilities, your vehicle and access to reception, entertainment and sanitary facilities. Additional costs (additional person, additional vehicle, pets, etc.) are not included in the package and will be added to the latter.

Rental accommodation (excluding residents) : Our prices include people (depending on the capacity of the accommodation), water, gas, electricity, a vehicle, access to reception facilities and entertainment. Your rental accommodation must be returned to its original condition upon departure. Your requests for a specific pitch or rental on the campsite can only be satisfied according to our availability possibilities upon your arrival. Smoking is not allowed inside the rentals.

FIRST ARTICLE – SCOPE OF APPLICATION

These General Sales Conditions apply, without restriction or reservation, to any rental of accommodation or unoccupied pitch on the **camping LES CHENES**, operated by SARL LES CHENES, to non-professional Clients, on its website www.camping-les-chenes.com or by telephone, postal or electronic mail or in a place where the Service Provider markets the Services. They do not apply to pitch rentals intended for the accommodation of mobile leisure residences (mobile homes) which are the subject of a “leisure” contract.

The main characteristics of the Services are presented on the website www.camping-les-chenes.com or in paper or electronic written form in the event of reservation by means other than remote ordering.

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

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

These General Sales Conditions can be accessed at any time on the website and will prevail, where 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 on the date the Order is placed by the Client.

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

Under the conditions defined by the Data Protection Act and the European data protection regulation, the Client has, at any time, a right of access, rectification, and opposition, if the processing is not essential for the execution of the order and the stay as well as what results from these, to all of their personal data by writing by email and providing proof of their identity to: camping-les-chenes@orange.fr

The Client declares having read these General Sales Conditions and having accepted them either by ticking the box provided for this purpose before implementing the online Order procedure, as well as the general conditions of use of the website www.camping-les-chenes.com, or, in the case of reservations other than by Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Client selects on the website or provides information on any document sent by the Service Provider about the services (s)he wishes to order, according to the following terms:

Choice of type of accommodation (rental or pitch), arrival date and departure date, choice of desired supplements (e.g., bike rental, baby kit, etc.), optional subscription to cancellation insurance and payment of the deposit. The Client receives a reservation confirmation in writing (mail or email).

It is the Client's responsibility to check the accuracy of the Order and to immediately notify the Service Provider of any errors. The Order will only be considered final after confirmation of acceptance of the Order by the Service Provider has been sent to the Client, by email or post, or by signature of the contract in the case of reservation directly at the premises where the Service Provider markets the Services.

Any Order placed on the website www.camping-les-chenes.com constitutes the creation of a contract concluded remotely between the Client and the Service Provider.

All Orders are nominative and cannot, under any circumstances, be transferred.

No reservation can be guaranteed for a specific pitch or rental number, we will do our best to respond to your request, but this is not a contractual guarantee. For health and safety reasons, minors remain under the full responsibility of their parents and/or accompanying persons for the duration of their stay. **Camping LES CHENES** cannot reserve a stay for unaccompanied minors.

ARTICLE 3 – RATES

The Services offered by the Service Provider are provided at the prices in force on the website www.camping-les-chenes.com, or on any information support of the Service Provider, when the Client places the order. Prices are shown in Euros, all taxes included.

The prices take into account any reductions which may be granted by the Service Provider on the website www.camping-les-chenes.com or on any information or communication medium.

These prices are firm and non-modifiable during their period of validity, as indicated on the website www.camping-les-chenes.com, in the email or in the written proposal addressed to the Client. Beyond this period of validity, the offer is void and the Service Provider is no longer bound by the prices.

An invoice is drawn up by the Service Provider and given to the Client at the latest upon payment of the balance of the price.

There is a booking fee of 12.50 EUR per stay.

3.1. RESORT TAX

The resort tax, collected on behalf of the municipality / community of municipalities, is not included in the rates. Its amount is determined per person (18 years old and over) and 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 TERMS

4.1. DEPOSIT

Amounts paid in advance are deposits. They constitute an advance on the total price owed by the Client.

A deposit corresponding to 30% of the total price of the provision of the Services ordered 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 subject to any reimbursement by the Service Provider in the event of cancellation of the stay by the Client less than 30 days before the planned arrival date (except in cases provided for in article 6.4 of these general conditions).

It will be subject to a total or partial refund depending on the cancellation date according to the following scale:

- 50% between 31 and 60 days beforehand
- 70% more than 60 days beforehand

The balance of the stay must be paid in full 30 days before the arrival date (at the risk of cancellation of this rental) for rentals.

For pitches, the balance of the stay must be paid in full on the day of arrival.

4.2. PAYMENTS

Accepted payment methods

For the payment of deposits as well as for the balance, you can honour your reservation or your stay by the following payment methods: cheque, holiday voucher, connect holiday voucher, bank card, bank transfer, cash, PayPal or Floax4.

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

Payment in 4 instalments by bank card, with our partner FLOA.

Our financial partner FLOA offers payment solutions to help you pay for goods and/or services in 4 instalments by bank card. These payment solutions are reserved for individuals (adult natural persons) residing in France, Visa or Mastercard cardholders, whose cards have an expiry date corresponding to the repayment period. FLOA, Bordeaux Trade and Companies Register 434 130 423, with head office located at G7 – 71 Rue Lucien Faure à Bordeaux (33300), subject to the control of the French Prudential Supervision and Resolution Authority (ACPR) 4 Place de Budapest, CS 92459, 75436 PARIS CEDEX 09, and registered with ORIAS under the number 07 028 160 (www.orias.fr).

FLOA reserves the right to accept or refuse your financing application; you have a legal cooling-off period of 14 days. To learn more, [click here](#).

Note that if you request to pay for your order of goods and/or services using these payment solutions, your personal data will be shared with FLOA for the purposes of assessing your financing application, managing your credit contract and, if required, debt collection. For more information, [click here](#).

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

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

ARTICLE 5 – PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The rental may be occupied between 4 p.m. and 8 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 between midday and 8 p.m. on the day of arrival and must be vacated by midday on the day of departure.

The balance of the stay must be paid in full:

- 30 days before the arrival date (at the risk of cancellation of this rental) for rentals,
- the day of arrival for pitches.

Any reservation made less than 30 days before the departure date must be paid in full and by bank card only.

The rentals and pitches are intended for a specific number of occupants and cannot under any circumstances be occupied by a greater number of people.

Rentals and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the renting party will have to pay a set fee of €70 for cleaning. Any damage to the rental or its accessories will result in immediate repairs at the renting party's expense. The inventory at the end of the rental must be strictly identical to that at the start of the rental.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €300 is required from the Client on the day the keys are handed over and is returned to them on the day the rental ends, subject to possible deduction of repair costs.

This security deposit is not a liability limit.

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

No reduction will be granted in the case of delayed arrival, 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 people, the Service Provider will endeavour to accept requests for date changes as much as possible within the limits of availability, without prejudice to any additional costs. In all cases this is a simple obligation of means, the Service Provider cannot guarantee the availability of a pitch or rental, or another date; an additional price may be requested in these cases.

Any request to reduce the length of 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 OF STAY

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

6.3. CANCELLATION OR NO-SHOW AT THE CAMPSITE

In the event of cancellation of the Reservation by the Client after its acceptance by the Service Provider less than 30 days at least before the scheduled date of the reserved Rental, for any reason whatsoever other than force majeure, the deposit paid at the time of the Reservation, as defined in **article 4 - PAYMENT CONDITIONS** of these General Sales Conditions will automatically be acquired by the Service Provider, as compensation, and will not give rise to any reimbursement.

In all cases of cancellation, processing and management costs (article 3) will remain acquired by the Service Provider.

In the event of no-show at the campsite within 48 hours of the start of your stay and without proof and/or news of your arrival, we will cancel your accommodation. We will levy fees in accordance with our cancellation conditions.

Camping LES CHENES offers Cancellation and Interruption insurance for your rental contract. Our partner Gritchen Affinity undertakes to reimburse all or part of the stay to our holidaymakers. In the event of cancellation, notify the campsite by post or email that you are not coming as soon as an event occurs preventing your departure. If the incident is provided for in the general conditions (available on the website www.campeze-couvert.com or from the campsite), notify the insurer within 48 hours and provide all the necessary information and supporting documents.

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 reserved stay (which is related to a total or partial ban on welcoming the public, to the extent that the Client is directly concerned 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 reimbursed within 60 days .

The Service Provider cannot, however, be held responsible for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

6.4.2. By way of derogation from the provisions of article **6.3 CANCELLATION**, any cancellation of the stay duly justified by the fact that the Client is affected by the COVID 19 infection or another infection considered to be part of a pandemic, or has been identified as a contact case, and that this situation may call into question his/her participation in the stay on the planned dates

- (s)he is entitled to reimbursement of sums paid in advance.

Any processing and management costs as provided for in the general conditions will remain with the Service Provider. In all cases, the Client must provide proof of the event making him/her eligible for this right to cancellation.

6.4.3. By way of derogation from the provisions of article **6.3 CANCELLATION**, in the event that the Client is forced to cancel the entire stay due to government measures not allowing participants to travel (general or local lockdown, travel ban, border closure), even though the campsite is able to fulfil its obligation and welcome Clients, the Service Provider will reimburse sums paid in advance.

6.4.4 - If the Client takes out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance compensation received by the Client will be deducted from the reimbursement amount.

ARTICLE 7 – CLIENT OBLIGATIONS

7.1. CIVIL RESPONSIBILITY INSURANCE

The Client staying on a pitch or in a rental must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service provision.

7.2. VISITORS

All visitors will only be admitted to the campsite after having been authorised to enter by reception. They are required to register when entering the campsite. There are entrance fees per person to be paid. For reasons of liability in the event of an accident access to the swimming pool is not allowed.

7.3. ANIMALS

Pets are accepted (except category 1 and 2 dogs), under the responsibility of their owners. They are accepted subject to the packages available from the Service Provider and payable on site. A maximum of two animals are allowed per rental or pitch. We require that dogs be kept on a lead within the campsite. Animals must not be left alone. Be sure to respect hygiene and the campsite environment. The health booklet must be presented upon arrival at the campsite. Anti-rabies vaccinations and tattoo certificate are mandatory. Cleaning/disinfection may be charged if rentals are not left in an excellent state of cleanliness.

7.4. BARBECUES

Charcoal barbecues, open fires and electric barbecues are strictly prohibited (firefighter instructions). In the event of non-compliance, sanctions may be applied, up to and including exclusion from the campsite.

7.5. ON-SITE RULES

On-site rules are displayed at the entrance to the establishment and at reception. The Client is required to read them and respect them. They are available on simple request.

ARTICLE 8 - SERVICE PROVIDER OBLIGATIONS - GUARANTEE

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

In order to assert his/her rights, the Client must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 15 days 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 60 days following the Service Provider's discovery of the lack of conformity or defect. Reimbursement will be made by credit to the Client's bank account or by cheque addressed to the Client.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client. The Service Provider cannot be considered responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognised by French jurisprudence.

The Services provided via the Service Provider's website www.camping-les-chenes.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 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 drafted this document undertakes the processing of personal data which has as legal basis:

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

- prospecting
- managing relationships with Clients and prospective Clients,
- the organisation, registration and invitation to events of the Service Provider,
- the processing, execution, prospecting, production, management and monitoring of Client requests and files,
- drafting documents on behalf of its clients.

- Or compliance with legal and regulatory obligations when implementing 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 only keeps the data for the duration necessary for the operations for which it was collected as well as in compliance with the regulations in force.

In this regard, Client data is kept for the duration of contractual relationships increased by 3 years for running and prospecting purposes, without prejudice to retention obligations or limitation periods.

In terms of preventing money laundering and terrorist financing, data is kept for 5 years after the end of relations with the Service Provider. In terms of accounting, it is kept for 10 years from the end of the accounting year.

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

The processed data is intended for authorised persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European data protection regulation, individuals have a right of access, rectification, query, limitation, portability and erasure to 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 having as legal basis the legitimate interest of the Service Provider, as well as a right to object to commercial prospecting.

They also have the right to define general and specific directives defining the manner in which they intend for the rights mentioned above to be exercised after their death.

- by electronic mail to the following address: camping-les-chenes@orange.fr
- or by mail to the following address: **Camping LES CHENES**, 95 chemin des Teuillères Basses 30250 JUNAS accompanied by a copy of a signed identity document.

IMAGE RIGHTS: The campsite reserves the right to use any video or photographic media where you may appear for its publications. You have the right to access, rectify or delete information concerning you which you can exercise upon simple request to the campsite.

Data subjects have the right to lodge a complaint with the CNIL (French Data Protection Authority).

ARTICLE 11 – INTELLECTUAL PROPERTY

The content of the website **www.camping-les-chenes.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 total or partial use of this content is strictly prohibited and may constitute a counterfeiting offense.

In addition, the Service Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Client) with a view to providing the Services to the Client. The Client therefore refrains from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider who may condition it in return for financial compensation.

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

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Sales Conditions and the operations resulting from them are governed and subject to French law.

These General Sales Conditions are written in French. In the event that they are translated into one or more foreign languages, only the French text will be valid in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general sales conditions could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their results and which could not be resolved between the Service Provider and the Client will be submitted to the competent courts under the conditions of common law.

The Client is informed that (s)he may in any case resort, in the event of a dispute, to a conventional mediation procedure or any other alternative method of dispute resolution.

In accordance with article L. 612-1 of the Consumer Code, the consumer, subject to article L.612.2 of the Consumer Code, has the option of submitting a request for amicable resolution through mediation, within a period of less than one year from the written complaint to the professional.

This establishment has designated, by membership registered under number 70109/RV/2301, **SAS Médiation Solution** as the consumer mediation entity.

To contact the mediator, the consumer must make their request:

- Either in writing to:

Sas Médiation Solution
222 chemin de la bergerie
01800 Saint Jean de Niost
Tel. 04 82 53 93 06

- Or by email to: contact@sasmediationsolution-conso.fr

- Or by completing the online form entitled "Contact the mediator" on the website <https://www.sasmediationsolution-conso.fr>

Whatever the means of contact used, the request must contain:

- The postal, telephone and electronic contact details of the applicant,
- The name and address and registration number at Sas Médiation Solution of the professional concerned,
- A brief statement of the facts. The consumer will specify to the mediator what (s)he expects from this mediation and why,
- A copy of the prior complaint,
- All documents allowing the processing of the request (purchase order, invoice, proof of payment, etc.)

ARTICLE 14 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE

The Client acknowledges having been informed, prior to placing his/her order, in a readable and understandable manner, of these General Sales Conditions and of 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 pursuant to the decree of 22 October 2008 relating to 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 related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they do not emerge from the context;

- information relating to legal and contractual guarantees and their implementation methods;
- the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to termination terms and other important contractual conditions.

The fact for a physical (or legal) entity to place an order on the website **www.camping-les-chenes.com** implies full and complete adherence and acceptance of these General Sales Conditions, which is expressly recognised by the Client, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.