

GENERAL TERMS & CONDITIONS OF SALE

SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the Camping du Brez campsite, operated by SARL Rondeau and Co (the "Campsite"), to non-professional clients ("the Clients" or "the Client"), on its website www.camping-dubrec.com or by telephone, post or email, or where the Campsite markets its Services. These do not apply to campsite rentals intended for mobile homes, which require a long-term rental contract.

The Services' main characteristics are presented on the website www.camping-dubrec.com or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising their booking. 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 terms and conditions of the Campsite, namely those applicable for other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible 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 on the website or communicated by the Campsite when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Campsite's IT 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 to carry out the booking and can request the processing of all its personal data to be suspended by written notice, by post and justifying its identity, addressed to: Camping du Brez, 04320 ENTREVAUX. The Client declares to have read these **General Terms and Conditions of Sale**. Acceptation of the stay offer entails the Client's full acceptance of these **General Terms and Conditions of Sale** and of all of its provisions.

RESERVATIONS

The Client selects on the website or provides information on any document made available by the Campsite, the services they wish to book. For online bookings, to confirm their order, the Client must first have read these General Terms and Conditions of Sale and to have accepted them by ticking the box provided for this purpose.

After checking availability upon receipt of the request, the Campsite sends the Client an offer by email containing the details of his stay (content of the services, dates, duration, price and payment terms). In the event of a request for a specific pitch, the Campsite will endeavour to satisfy the Client. However, the allocation of this pitch may change, without any refund being requested. The site is to be used for recreational camping only. The Campsite reserves the right to refuse any reservation which would be contrary to this usage.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Campsite. The booking will only be deemed confirmed after the Campsite has sent the Client a confirmation accepting the booking.

All reservations must be accompanied by :-

- a deposit of 30% of the total stay,
- the subscription fees for any travel insurance.

All Bookings made on the website www.camping-dubrec.com constitute a contract concluded remotely between the Client and the Campsite.

All Bookings are nominative and cannot, under any circumstances, be transferred. The Campsite reserves the right to refuse access to client arriving with people not mentioned during the reservation.

PRICES AND TOURIST TAX

The Services offered by the Campsite are provided at the fees published on the website www.camping-dubrec.com or on any information medium provided by the Campsite when

the booking is made by the Client. Prices are in Euros, with VAT.

The prices take into consideration any reductions that may be granted by the Campsite on the website www.camping-dubrec.com or on any information or communication medium.

These prices are final and cannot be changed during their validity period. Beyond this validity period, the offer lapses and the Campsite is no longer bound by the prices.

An invoice will be given to the Client by the Campsite at the latest when payment of the balance is due.

The tourist tax, collected on behalf of the council CCAPV is not included in the prices. Its amount is determined per person and per day and varies according to the destination.

This tax must be paid when paying for the Service and is shown separately on the invoice.

ACCOMODATION CAPACITY AND CHARACTERISTICS

Pitches: maximum 6 people, 1 car, 1 unit and 1 small tent.

Lodges: maximum 7 people depending on the lodge.

Each lodge is rented equipped according to the inventory provided. The lodges are non-smoking. Accommodation is provided for a determined number of occupants. It cannot be occupied by a greater number of guests (children and babies included): the Site Manager is entitled to refuse any additional guests. Minors unaccompanied by their parents or a legal guardian cannot be admitted.

Please refer to the description and layout available on www.camping-dubrec.com to know the exact composition of each lodge. The plans and photos of the lodges are for illustrative purposes. Layout and features may vary from model to model.

PAYMENT TERMS

ADVANCE PAYMENT

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client. When booking, the Client must make an advance payment corresponding to 30 % of the total price for the Services booked and provided. It must be paid upon receipt of the final rental agreement and attached to the copy to be returned. This amount will be deducted from the total price of the booking.

The Campsite will not refund any amount if the Client cancels their stay less than 90 days before the scheduled date of arrival.

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

For lodges the balance of the stay must be paid in full 30 days before the day of arrival.

PAYMENTS

Payments made by the Client will only be deemed final when the Campsite has actually received the amounts due.

NON-COMPLIANCE WITH PAYMENT TERMS

The Campsite reserves the right, in the event of non-compliance with the above-mentioned payment terms, to suspend or cancel the provision of the Services booked by the Client after a formal notice to comply remains ineffective.

PROVISION AND USE OF SERVICES

Pitch : arrival from 12h, departure before 12h

Lodge : arrival after 16h, departure before 10h

The lodges and pitches are made available for rental for a given number of occupants and may not, under any circumstances, be occupied by a greater number of people.

The lodges and pitches will be left in the same state of cleanliness as they were on arrival. If the Client fails to comply, an additional sum of € 50 will be paid by the Client to cover cleaning costs. Any damages to the lodges or of their accessories will result in immediate repairs to be borne by the Client. The inventory carried out at the end of the stay must be strictly identical to that at the start of the stay.

SECURITY DEPOSIT

For lodge rentals, the Client must pay a security deposit of €200 when the keys are handed over; this amount will be returned to the Client on the last day of their stay subject to a deduction to cover costs for damages.

This deposit does not constitute a limit of liability.

DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT

No reduction will be granted in the event of delayed arrival, early departure or change in the number of people (whether for part/the entire duration of the planned stay).

CHANGES

In the event of a change in the dates or the number of people, the Campsite will try to accept the requests, subject to availability, without any additional costs.

Any request to shorten the duration of a stay will be considered by the Campsite as a partial cancellation, the consequences of which are governed by article

CANCELLATION.

INTERRUPTION

A premature departure cannot give rise to any refund from the Campsite.

CANCELLATION

If a Client cancels a Booking after it has already been accepted by the Campsite less than 90 days at least before the scheduled date of arrival, for any cause whatsoever other than force majeure, the advance payment made for the Booking, as defined in article **PAYMENT TERMS** of these General Terms and Conditions of Sale will be rightfully retained by the Campsite, as compensation, and no refund will be granted.

CANCELLATION IN THE EVENT OF A PANDEMIC

In the event of **total or partial closure of the establishment** during the booked dates (forbidding total or partial access to guests, insofar as the Client is directly concerned by the enforcement of this measure) decided by the public authorities, and not attributable to the Campsite, the amounts paid in advance by the Client for the booking will be refunded within 60 days.

However, the Campsite cannot be held liable for additional compensation beyond the refund of the Advance Payment.

Cancellation by the Client : if the Client wishes to cancel his stay, the Campsite must be notified by e-mail or letter upon the occurrence of an event preventing his arrival. The deadline is calculated on the date of receipt of the cancellation. If a Client cancels a Booking after it has already been accepted by the Campsite less than 90 days at least before the scheduled date of arrival the advance payment made for the Booking, as defined in article **PAYMENT TERMS** of these General Terms and Conditions of Sale will be rightfully retained by the Campsite, as compensation, and no refund will be granted.

Notwithstanding the provisions of article **CANCELLATION**, if the Client is forced to cancel the entire holiday due to **government-imposed measures that do not allow citizens to travel** (general or local lockdown, travel ban, closing of borders), even though the campsite is able to fulfil its obligation and to welcome Clients, the Campsite will issue a credit note corresponding to the amounts paid by the Client. This credit note, which is non-refundable and non-transferable, will be valid for 24 months. It is refundable at the end of the validity period.

If the Client subscribes to a specific insurance covering the risks listed above, the insurance compensation received by the Client will be deducted from the amount of the refund.

OBLIGATIONS OF THE CLIENT

The Client is responsible for his personal items. He is also responsible for all damages arising from his actions. **The Client must comply with Campsite Regulations, displayed at the reception.** Each Client in title is responsible for any disturbance caused by the people staying with him or visiting him. Failure to comply with this regulation may result in the Client being asked to leave without giving rise to a refund.

CIVIL LIABILITY INSURANCE

The Client must have subscribed to a personal liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay.

PETS

Pets, except 1st and 2nd category dogs, are accepted under their owners' responsibility and on presentation of their vaccination certificates. Owners must ensure all mess is picked up and that pets are kept on leads at all times. Dogs are not allowed on the beach or in the buildings. It is forbidden to leave an animal alone, tied up or locked in a car, on a pitch or in a lodge.

Owners must declare they have a pet on arrival and pay the daily charge.

OBLIGATIONS OF THE CAMPSITE - WARRANTY

The Campsite guarantees the Client, in accordance with the legal provisions and without additional payment, against any non-compliance or hidden defect, resulting from a defect in the design or performance of the Services booked.

To assert their rights, the Client must inform the Campsite, in writing, of the existence of the defects or lack of conformity within a maximum period of 24h from the provision of the Services.

The Campsite will refund or rectify or have rectified (wherever possible) the services found to be defective as soon as possible and no later than 30 days after the Campsite has discovered the defect or fault. The refund will be made by credit to the Client's bank account or by bank cheque to the Client.

The Campsite's guarantee is limited to the refund of the Services actually paid for by the Client. The Campsite cannot be held responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure as defined by French law.

The Services provided through the Campsite's website www.camping-dubrec.com comply with the French laws in force.

RIGHT OF WITHDRAWAL

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

PROTECTION OF PERSONAL DATA

The Campsite, who drew up these terms and conditions, processes personal data on the following legal basis:

- Legitimate interest by the Campsite when pursuing:
 - prospecting;
 - managing the relationship with its clients and prospects;
 - organisation, registration and invitation to Campsite events;
 - processing, execution, prospecting, production, management, monitoring of client requests and files;
 - the drafting of acts on behalf of its clients.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - preventing money laundering and terrorist financing and the fight against corruption;
 - invoicing;
 - accounting.

The Campsite only keeps the data collected for the time necessary to carry out the operations for which they were collected and in compliance with the regulations in force. In this regard, client data is kept for the duration of contractual relations plus 3 years for the purposes of prospecting, without prejudice to retention obligations or limitation periods.

Regarding the prevention of money laundering and the financing of terrorism, the data is kept for 5 years from the end of the relationship with the Campsite. In terms of accounting, they are kept for 10 years from the end of the financial year.

Prospect data is kept for 3 years if no participation or registration to the Campsite's events has taken place.

The data processed is intended for authorised persons of the Campsite.

Under the terms of the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, to rectify, to question, to restrict the use of, to transfer and to delete any data concerning them.

The individuals concerned also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data on which the legitimate interest of the Campsite is based, as well as the right to object to sales prospecting.

They also have the right to define general and specific guidelines regulating how they intend to exercise, after their death, the above-mentioned rights

- by email to info@camping-dubrec.com

- or by post to **Camping du Brec, 04320 ENTREVAUX** : Last name, first name, company name and address, accompanied by a copy of a signed identity document.

The persons concerned have the right to file a complaint with the CNIL [*Commission Nationale de l'Informatique et des Libertés*].

INTELLECTUAL PROPERTY

The content of the website www.camping-dubrec.com belongs to the Campsite and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Campsite retracts all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. Therefore, the Client refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorisation of the Campsite who may make it conditional to financial compensation.

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

IMAGE

By accepting these General Conditions of Sale, the client expressly authorizes, free of charge, SARL Rondeau and Co, or any person designated by it, to photograph, film or record it during his stay and to use said images, videos and recording for a period of 5 years. This authorization also applies to all persons staying with the client. Its purpose is to promote and run the establishment on its website, brochures, Facebook, Instagram or in tourist guides. If you do not wish to be photographed or filmed, you just need to notify the reception in writing on arrival.

APPLICABLE LAW - LANGUAGE

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

These General Terms and Conditions of Sale are originally written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

DISPUTES

All disputes arising from the purchase and sale transactions concluded pursuant to these General Terms and Conditions of Sale, concerning their validity, interpretation, execution, termination, consequences and others and which could not be resolved between the Campsite and the Client will be submitted before the competent courts under the conditions of common law.

The Client is informed that, in the event of a dispute, it may resort to conventional mediation or any other alternative dispute resolution method.

PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE

The Client acknowledges having received, prior to its Booking, in a readable and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the necessary details in application of the decree of 22 October 2008 regarding the prior consumer information on the characteristics of campsite rental accommodation, 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 on the identity of the Campsite, its address, telephone number, electronic details and its activities, if not apparent 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 using conventional mediation in the event of a dispute;
- information on the terms of termination and other important contractual conditions.

Any booking by an individual (or legal entity) on the website www.camping-dubrec.com implies full and complete acceptance of these General Terms and Conditions of Sale, which are expressly recognised by the Client, who waives, in particular, to avail itself of any contradictory document, which would be unenforceable against the Campsite.

Camping du Brec,
SARL Rondeau and Co,
04320 ENTREVAUX
Inscription RCS : 525 217 055
Tél : +33 (0)4 93 05 42 45:
info@camping-dubrec.com
www.camping-dubrec.com