

GENERAL TERMS AND CONDITIONS OF SALE

RESERVATION OF TOURIST ACCOMMODATION OR PITCH



DEFINITIONS

Campsite: Campsite Municipal Les Sablières - Boulevard Du Marensin - 40480 Vieux Boucau - France
Website: www.camping-les-sablieres.com / E-mail: contact@camping-les-sablieres.com
Telephone: +33 5 58 48 12 29
GTC: General terms and conditions of sale / Client: Non-professional client
Order or Rental Contract or Reservation or Rental: Purchase of Services
Services: Seasonal rental of tourist accommodation or unfurnished pitch
Accommodation: Leisure mobile home or light leisure dwelling
Unfurnished pitch: Pitch for tent, car, motorcycle, bicycle, van, campervan or caravan

ARTICLE 1 - SCOPE

These GTC shall apply, without restriction or reservation, to all rentals to the Client of accommodation or unfurnished pitches on the Campsite, through its website or by telephone, post or e-mail, or from a location where the Campsite sells its services. They shall not apply to rentals of pitches intended for leisure mobile homes or to rentals of pitches for surf camps, which are subject to their own specific contract and GTC.

The main characteristics of the services are shown on the website or in print (paper or electronic) in the event of a reservation by any means other than the remote placing of an order. The Client shall take note of these before placing an order. The choice and purchase of a service shall be the sole responsibility of the Client.

The GTC shall apply to the exclusion of all other Campsite conditions and in particular those applicable for other service-distribution channels.

The GTC shall be accessible at any time on the website and, where appropriate, shall take precedence over any other version or any other contractual document. The version applicable to the Client shall be the version shown on the website or communicated by the Campsite on the date on which the Client places the order.

Unless proven otherwise, the data recorded in the computer system of the Campsite shall constitute proof of all the transactions concluded with the Client.

Under the conditions set by the Law on Information Technology and Liberties and by the European Regulation on Data Protection, the Client shall at any time have the right to access, correct or challenge any of their personal data, where the processing thereof is not essential to fulfilment of the order, the stay or any follow-up, by sending a letter, with proof of identity, to the address of the Campsite.

The Client and all other participating persons shall declare that they have taken note of the GTC and accepted them, either by ticking the box provided for this purpose before placing the online order, and also the general conditions of use of the website, or, if reserving off line, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Client shall select the services which they wish to order from the website or from any document sent by the Campsite, in accordance with the established procedures.

It shall be the responsibility of the Client to check that the order is correct and to inform the Campsite immediately of any error.

The order shall become effective only upon the agreement of the Campsite, i.e. upon receipt of the deposit and the contract, duly completed and signed.

Any order placed on the website shall constitute a contract concluded remotely between the Client and the Campsite.

The order shall be considered final only after the Campsite has sent confirmation of acceptance of the order to the Client, by e-mail or post, or by signing the contract in the case of a reservation directly on the premises where the Campsite sells its services.

Any order not confirmed within 15 days shall automatically be cancelled, without notice.

All orders are personal and non-transferable. The names of all persons participating in the stay must be indicated. If the order is accepted, it shall be accepted solely for the persons indicated. For security and insurance reasons, the Campsite reserves the right to refuse access to the Campsite to Clients declaring a number of persons which exceeds the pitch or accommodation capacity. Any informal occupancy detected shall result at least in the fee for the number of visitors being invoiced and in immediate expulsion.

The Campsite reserves the right to change the pitch or accommodation of the Client in order to facilitate management of the reservation schedules, in the event of force majeure or temporary unavailability.

ARTICLE 3 - PRICES

The services offered by the Campsite shall be provided at the prices shown on the website, or in any other informational material of the Campsite, at the time of the order being placed by the Client. Prices are in euro inclusive of tax, VAT included.

The prices shall take account of any reductions agreed by the Campsite on the website or in any other informational material or communication.

These prices shall be fixed and non-revisable during their period of validity, as indicated on the website, in the letter or in the written offer sent to the Client. After this period of validity, the offer shall expire and the Campsite shall no longer be required to adhere to those prices.

3.1. ADMINISTRATIVE FEES

The prices do not include the administrative and management fees, which shall be invoiced as a supplement, in accordance with the conditions indicated on the website or in the information sent in advance to the Client, and shall be calculated prior to the placing of the order. Walk-in clients shall not be charged administrative fees.

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

3.2. TOURIST TAX

The tourist tax, collected on behalf of the municipality, is not included in the prices. The amount of tourist tax shall be determined per person >= 18 years of age and per night. It shall be paid together with payment for the service and shown separately on the invoice.

ARTICLE 4 - TERMS OF PAYMENT

4.1. PAYMENT METHOD

The accepted methods of payment are cash, bank transfer, bank card, secure online bank card payment, cheque and holiday coupons.

Bank transfers (bank fees shall be covered by the client) must be made to IBAN: FR76 1007 1400 0000 0020 0018 659 and BIC: TRPUFRP1.

The accepted bankcards are Visa and MasterCard, with contactless payment a possibility. The holiday coupon must be completed with the Client's contact details. The cheque must be written to the Régisseur Campsite Municipal (Management of the Municipal Campsite).

The cheque or holiday coupon must be in the name of one of the persons staying on the Campsite.

4.2. DEPOSIT

Amounts paid in advance are deposits. They shall be deducted from the total price owed by the Client. A deposit corresponding to 20% of the total price of the supply of the services including the administrative fees shall be required when an order is placed by the Client. It must be paid upon receipt of the final rental contract, attached to the copy to be returned. It shall be deducted from the total amount of the order. The deposit shall not be reimbursed by the Campsite if the Client cancels their stay fewer than 30 days prior to the scheduled date of arrival (except in the cases indicated in Article 6.5).

4.3. PAYMENT

The balance for the stay and the tourist tax shall be paid upon arrival. For walk-in reservations, payment shall be made at the latest on the day before departure.

An invoice shall be drawn up by the seller and given to the Client at the latest at the time of payment of the balance.

The payment made by the Client shall be considered final only after the amounts owed are actually collected by the Campsite.

In the event of late payment and payment of the amounts owed by the Client after the deadline set above, or after the day of payment indicated on the invoice sent to the Client, late fees calculated at a rate of 9 %, all taxes included, of the price for supply of the Services, shall automatically and lawfully charged by the Campsite, without formality or prior warning.

4.4. FAILURE TO COMPLY WITH THE TERMS OF PAYMENT

In the event of failure to comply with the terms of payment set out above, the Campsite reserves the right to suspend or cancel the supply of the services ordered by the Client and/or to suspend the performance of its obligations following formal notice which has gone unheeded.

ARTICLE 5 - SUPPLY OF SERVICES

5.1. RESIDENTIAL PITCH

The period of stay for residential pitches extends from the opening to the closure of the Campsite. The price of these pitches may be readjusted each year, depending on the consumer price index, and on increases in tourist tax and other charges. The fee shall be payable according to the schedule chosen at the time of reservation. The contract may be renewable, and must be explicitly renewed for the following year before the last opening day of the Campsite. Any delay in the payment or failure to pay will result in non-renewal of the Contract for the following year. This Contract is linked to a named person and cannot be transferred.

5.2. UNFURNISHED PITCH

Reserved pitches shall be available from 15:00 until 18:00 on the day of arrival and must be vacated before midday on the day of departure. Reservations for a minimum stay of one week in high season shall be accepted as a priority. Online reservations for fewer than seven days will be possible from 15 June. The days of arrival and departure are not fixed.

The basic pitch includes: two persons, one camping car or one caravan and one car or one tent and a car / motorcycle. One tent per extra person is authorised. Any extra person shall give rise to a price supplement. Any other vehicle may be accepted with a price supplement. Single tents are not authorised on Grand Confort pitches.

The pitches have an electrical terminal with a European socket. Campers must bring their own adapter and 25-metre extension lead.

In mid and high season, electricity will automatically be invoiced for the pitches.

The intended number of occupants per pitch is four persons aged over 13 years.

5.3. ACCOMMODATION

The reserved accommodation shall be available from 15:00 until 18:00 on the day of arrival. At the latest on the day after arrival, the Client must plan the departure inventory, which shall take place between 08:00 and 10:00 (subject to available time slots). On the day of departure, the accommodation must be vacated between 08:00 (07:00 in high season) and 10:00.

Reservations are taken by the week in high season, Saturday being the day of arrival. Outside this period, reservations shall be for at least two nights, with any day of arrival. When moving into the accommodation, the Client must check the accuracy of the inventory provided by reception upon arrival and report any discrepancy within 24 hours. A complaint made at a later date shall not be taken into consideration.

Sheets are not included in the price of the accommodation.

The intended number of occupants is two to six persons depending on the type of accommodation.

5.4. USE OF SERVICES

The accommodation and pitches shall be returned in the same state of cleanliness as upon delivery. Otherwise, the Client must pay a flat-rate sum of EUR 50 for cleaning. Any deterioration in the accommodation (stains or animal hair on beds) or in its accessories shall give rise to immediate repairs at the expense of the Client. The end-of-stay inventory must be strictly identical to the inventory upon arrival.

5.5. SECURITY DEPOSIT

For the accommodation, the Client must pay a security deposit of EUR 350 on the day they are given the keys. This deposit shall be returned on the last day of the rental, with any deductions made for repairs. It does not constitute a limitation of liability.

For groups of over eight people, a security deposit of EUR 350 may be requested, to be returned on the last day of the stay if the premises and the rules have been respected.

A security deposit shall also be requested for the loan of a barbecue, booster seat, baby chair or cot, power adapter, extension lead or games, and shall be repaid at reception when the borrowed items have been returned.

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

6.1. LATE ARRIVAL

Any late arrival must be announced before 18:00 on the intended day of arrival. If the pitch or accommodation is not occupied by the Client 12 hours after the scheduled date and the delay has not been announced in writing, the Campsite shall reclaim use of the space and any payments made will not be returned. All stays must be within the dates indicated on the reservation confirmation.

No reduction shall be granted in the event of late arrival or a change in the number of persons (either for all or for part of the scheduled stay).

6.2. INTERRUPTION

Early departure (voluntary or by decision of the Campsite due to failure to respect the rules) shall not give rise to any reimbursement on the part of the Campsite. The pitch or accommodation may be rented upon departure of the Client.

6.3. CHANGES

In the event of a change in dates (to be announced in writing to the Campsite at least one month in advance) or in the number of people, the Campsite shall endeavour to accept wherever possible requests for changes in date, subject to availability, and notwithstanding supplementary costs. In any event, this is a simple obligation of means, since the Campsite cannot guarantee the availability of a pitch or accommodation, or of a different date. A price supplement may be requested in such cases.

Any request to shorten the duration of the stay shall be considered by the Campsite as a partial cancellation, the consequences of which are regulated by Article 6.4.

Any request to extend the stay must be made at least 24 hours before the scheduled departure date. After this deadline, a supplementary night shall be invoiced to the Client. A supplementary night shall be invoiced for late departure (after 10:00 in accommodation and after midday for pitches).

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6.4. ANNULATION

If the Client cancels a reservation after it has been accepted by the Campsite fewer than 30 days at least before the scheduled reservation date, for any reason other than force majeure, the deposit paid upon reservation, as defined in Article 4, shall be rightfully retained by the Campsite, by way of compensation, and shall not be reimbursed.

Any cancellation must be made in writing accompanied by supporting documents, at the latest 3 days after the events leading to the cancellation.

For any cancellation, the processing and management fees (Article 3) shall be retained by the Campsite.

The Campsite shall reimburse the cost of a stay not undertaken in the event of an accident, illness, or death involving the Client, their spouse or their children, in the event of a fire, explosion or theft causing significant damage to the home of the Client, or if the Client's employer changes the holiday dates. Official documentary proof must be provided.

For any cancellation on the part of the Campsite, unless in the case of force majeure, pandemic or fault of the client, payment shall be fully reimbursed. However, this cancellation may under no circumstances give rise to the payment of damages.

6.5. CANCELLATION IN THE EVENT OF A PANDEMIC

6.5.1. In the event of total or partial closure of the establishment during the reserved dates of stay (related to a total or partial public exclusion measure, insofar as the Client is directly concerned by the application of this measure) decided by the public authorities and which is not attributable to the Campsite, the amounts paid by the Client to make a reservation shall be reimbursed within 60 days. However, the Campsite shall not be obliged to provide additional compensation beyond reimbursement of the sums already paid to make a reservation.

6.5.2. By derogation from Article 6.4, any cancellation of the stay which is duly justified by the fact that the Client is suffering from COVID 19 (infection) or from another infection considered to be part of a pandemic, or has been identified as a contact case, shall give rise to reimbursement of the sums paid in advance, provided that this situation makes the stay on the scheduled dates impossible. Any processing and management costs as set out in the GTC shall be retained by the Campsite. In any event, the Client must provide proof of the event which makes them eligible for this right to cancellation.

6.5.3. By derogation from Article 6.4, assuming that the Client is forced to fully cancel the stay due to governmental measures which do not allow the participants to travel (general or local confinement, travel ban, closure of borders), even where the Campsite is able to fulfil its obligation and accept Clients, the Campsite shall reimburse the amounts paid in advance. Any processing and management costs as provided for in the GTC shall be retained by the Campsite.

6.5.4. Where the Client has taken out specific insurance covering the risks listed in Article 6.5.2 or Article 6.5.3, the insurance indemnities received by the Client shall be deducted from the amount of reimbursement.

ARTICLE 7 - CLIENT OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Client on a pitch or in accommodation is required to hold civil liability insurance. An insurance certificate may be requested from the Client before the start of their stay. The Campsite declines any responsibility in the event of theft, fire, bad weather, natural catastrophes and in the event of an incident involving the liability of the Client. The perpetrator shall assume full liability for any deterioration in the premises, loss or destruction of the furniture equipping the accommodation or communal buildings of the Campsite. Despite the care taken in the maintenance and pruning of trees, the Campsite cannot be held responsible for natural events such as falling pinecones or falling branches.

7.2. ANIMALS

Pets are accepted, subject to a fee, and shall be the responsibility of their masters.

7.3. CAMPSITE RULES

Campsite rules are displayed at the entrance to the establishment. The Client is required to take note of them and adhere to them. They are available upon request.

ARTICLE 8 - OBLIGATIONS OF THE CAMPSITE - GUARANTEE

The Campsite shall provide guarantees to the Client, in accordance with the legal provisions and without additional payment, against any lack of compliance or hidden defect, arising from a weakness in the design or performance of the services ordered. In order to enforce their rights, the Client must inform the Campsite in writing of the existence of the defects or lack of compliance within a maximum deadline of 24 hours from supply of the services.

The Campsite shall reimburse, rectify, or have rectified (where possible) the services deemed defective as soon as possible and at the latest within 60 days following acknowledgement by the Campsite of the flaw or defect. Reimbursement shall be made by payment to the bank account of the Client, who must provide their IBAN and BIC, the name and address of their bank as well as a copy of their ID card.

The Campsite guarantee is limited to the reimbursement of the Services actually paid by the Client. The Campsite cannot be considered liable or at fault for delay or non-delivery in the event of force majeure ordinarily recognized by French law.

The services provided through the website of the Campsite shall comply with current legislation in France.

ARTICLE 9 - CLIENT SATISFACTION

If you are satisfied with your stay, you can make a reservation for the following year. The pitch or accommodation number as well as the day of arrival and departure will be identical to those of your current stay. In December, you will receive a letter asking you to validate your reservation before 20 January of the following year. If you wish to make any changes to your stay, they will be handled as a priority and accepted wherever possible.

ARTICLE 10 - COMPLAINTS, SUGGESTIONS AND DISPUTES

A form is available at reception for complaints and suggestions. These shall be taken into account only if the form has been signed, dated and relates to recent events.

Any complaint concerning services which do not comply with the rules or with the GTC can be made by registered letter with acknowledgement of receipt sent to the Campsite.

All disputes to which purchases of services concluded in application of these GTC could give rise, concerning validity, interpretation, performance, termination, consequences and follow-up, and which could not have been settled between the Campsite and the Client, shall be brought before the competent courts under common law conditions.

The Client shall be informed that they may in any event have recourse in the event of a dispute to a standard mediation procedure or to any other alternative means of dispute settlement. In particular, they may have recourse, free of charge, to the following Consumer Ombudsman:

Address: BAYONNE MEDIATION 32 rue du hameau 64200 Biarritz France- Tel: +33 6 79 59 83 38
E-mail: www.bayonne-mediation.com

ARTICLE 11 - RIGHT OF WITHDRAWAL

The activities linked to the organisation and sale of stays or excursions on a specific date or over a specified period shall not be subject to the withdrawal period applicable to distance sales and off-premises sales, in accordance with Article L221-28 of the Consumer Code.

ARTICLE 12 - PROTECTION OF PERSONAL DATA

The legal basis for personal data processing by the Campsite, which has drafted these GTC, is as follows:

- Either the legitimate interest pursued by the Campsite where it fulfils the following purposes:
 - prospecting
 - management of the relationship with its Clients and prospective clients;
 - organisation, registration and invitation to events of the Campsite;
 - processing, implementing, prospecting, producing, managing, monitoring requests and client files;
 - drafting files for its Clients.

- Or compliance with the legal and regulatory obligations where the processing is aimed at:
 - the prevention of money laundering and the financing of terrorism and the fight against corruption;
 - invoicing;
 - accounting.

The Campsite shall keep data only for the time necessary for the operations for which they have been collected, in compliance with current legislation.

In this respect, the clients' data shall be kept for the duration of contractual relations, and for a further five years for the purposes of organization and prospecting, without prejudice to retention obligations or prescription periods.

To prevent money laundering and the financing of terrorism, the data shall be kept for five years after the end of relations with the Campsite. For accounting purposes, they shall be kept for ten years from closure of the financial year.

The data of prospective clients shall be kept for a duration of five years if there has been no participation or registration for Campsite events.

The data processed shall be handled by authorised Campsite staff.

Under the conditions laid down by the Law on Information Technology and Liberties and by the European Regulation on Data Protection, natural persons shall have right of access to the data concerning them, and also the right to correct, query, limit, transfer and delete them.

The persons concerned by any data processing shall also have the right to oppose at any time, for reasons relating to their particular situation, the processing of personal data legally based on the legitimate interest of the Campsite, and also the right to challenge commercial prospecting.

They shall also be entitled to define general and specific guidelines defining how they intend the rights mentioned above to be exercised after their demise:

- by e-mail addressed to the Campsite
- or by post to the address of the Campsite accompanied by a signed copy of their identity card.

The persons concerned shall be entitled to file a complaint with the CNIL (Information Technology and Freedoms Commission).

ARTICLE 13 - INTELLECTUAL PROPERTY

The content of the website is the property of the Campsite and its partners, and is protected by French and international legislation on intellectual property.

Any reproduction, dissemination, total or partial use of this content is strictly prohibited and may constitute a counterfeiting offence.

Furthermore, the Campsite shall remain the owner of all intellectual property rights for photographs, presentations, studies, designs, models, prototypes, etc. produced (even at the Client's request) with a view to the supply of services to the Client. The Client shall therefore refrain from reproducing or using these studies, designs, models and prototypes, etc., without the prior explicit written consent of the Campsite, which may require financial compensation.

The same shall apply for names, logos or more generally any graphical representation or text belonging to the Campsite or used and disseminated by it.

The Campsite reserves the possibility to use any photographic support material in which the Client might appear for its publications. The Client agrees to their use, in particular in external communication material, and shall waive any right to remuneration or compensation.

ARTICLE 14 - APPLICABLE LAW - LANGUAGE

These GTC and the related operations are governed by French law.

These GTC have been drafted in French. Where they have been translated into one or more foreign languages, the French text shall prevail in the event of a dispute.

ARTICLE 15 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE

The Client acknowledges the legible and comprehensible communication, prior to the placing of an order, of these GTC and of all the information referred to in Articles L 111-1 of L111-7 of the Consumer Code, in addition to the information required pursuant to the Decree of 22 October 2008 on the provision of prior information to the consumer on the characteristics of outdoor rental accommodation, and in particular:

- the essential characteristics of the services, in view of the communication medium used and the services concerned;
- the price of the services and related costs;
- information on the identity of the Campsite, its postal, telephone and electronic contact details and its activities, if not already apparent from the context;
- information on the legal and contractual guarantees and on their means of implementation; the functionalities of digital content and, where appropriate, its interoperability;
- the possibility of using conventional mediation in the event of a dispute;
- information on means of terminating the contract and other important contractual conditions.

The placing of an order on the website by a natural (or legal) person implies full acceptance and adherence to these GTC, as explicitly acknowledged by the Client, thereby waiving the right to avail themselves of any conflicting document, which would be non-binding on the Campsite.

Dear Client, the Campsite Municipal Les Sablères would like to thank you for your trust and wishes you a pleasant stay.
April 2021