

# **TERMS AND CONDITIONS OF SALE**

Accommodation or 'Tourism' Site Reservation by Individuals

**Provider's Contact Information:** 

Camping Le Bois de Cornage, exploité par Vincent et Véronique LAIGNEL sous forme de SARL 110 chemin du camping 38220 Vizille 04 76 68 12 39 / 06 83 18 17 87 / campingvizille@orange.fr

#### **DEFINITIONS**:

**ORDER** or **RESERVATION** or **RENTAL**: Purchase of Services.

**SERVICES**: Seasonal rental of accommodation or "tourist" bare pitch. **ACCOMMODATION**: Tent, caravan, mobile home, and light leisure dwelling.

# **ARTICLE 1 - 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 camping ground Le Bois de Cornage, operated by Mr. Vincent and Mrs. Véronique LAIGNEL ('the Service Provider'), to non-professional clients ('the Clients' or 'the Client'), on its website <a href="www.campingvizille.com">www.campingvizille.com</a> or by phone, postal mail, or electronic mail (emails), or at a location where the Service Provider markets the Services. They do not apply to pitch rentals for the reception of leisure mobile homes (mobile homes) covered by a 'leisure' contract.

The main features of the Services are presented on the website <a href="www.campingvizille.com">www.campingvizille.com</a> or in written form - paper or electronic - in case of reservation by a means other than remote ordering.

The Client is required to take note of them before placing any order. The choice and purchase of a Service are 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 necessary, 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 of the Client's order. Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

In 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 as well as their follow-up, to all his personal data by writing, by mail and by justifying his identity, to:

Camping Le Bois de Cornage 110 chemin du camping 38220 Vizille

The Client declares to have read these General Terms and Conditions of Sale and accepted them either by checking the box provided for this purpose before implementing the online ordering procedure, as well as the general terms of use of the website <a href="www.campingvizille.com">www.campingvizille.com</a>, or, in the case of a reservation offline, by any other appropriate means.

# **ARTICLE 2 – RESERVATION CONDITIONS**

The reservation of a pitch or accommodation is made exclusively through the online booking interface available on the website <a href="https://www.campingvizille.com">www.campingvizille.com</a>. The client indicates the dates of stay and the number of people. The interface then offers available accommodations.

The client chooses the type of accommodation or pitch and then provides the information necessary to finalize the reservation (name, first name, age, date of birth of the different participants, postal address, email address, mobile phone number). The client can then choose options (electricity, purchase of disposable sheets, etc.) that may incur an additional cost indicated in front of each option.

Cancellation insurance can be taken out following the choice of options; it cannot be taken out after the reservation is made.

The client can then finalize the reservation by paying a deposit.

It is the Client's responsibility to check the accuracy of the order and immediately inform the Service Provider of any errors. The order will only be considered final after the Service Provider sends the Client confirmation of the order acceptance by email or post, or by signing the contract in case of reservation directly in the premises where the Service Provider markets the Services.

Any order placed on the website <a href="www.campingvizille.com">www.campingvizille.com</a> constitutes the formation of a contract concluded remotely between the Client and the Service Provider. Any order is nominative and cannot, under any circumstances, be transferred.

#### **ARTICLE 3 – RATES**

The Services offered by the Service Provider are provided at the rates in force on the website <a href="www.campingvizille.com">www.campingvizille.com</a> or on any information medium of the Service Provider, when the Client places the order. Prices are expressed in Euros, excluding and including tax.

The rates take into account any reductions granted by the Service Provider on the website <a href="www.campingvizille.com">www.campingvizille.com</a> or on any information or communication medium. The price includes a mandatory daily electrical provision. A meter reading (via an application) is taken on the day of arrival and departure.

These rates are firm and non-revisable during their period of validity, as indicated on the website <a href="www.campingvizille.com">www.campingvizille.com</a>, in the email, or in the written proposal sent to the Client. Beyond this period of validity, the offer is void, and the Service Provider is no longer bound by the prices.

They do not include processing and management fees, various taxes, which are billed separately, as indicated on the website <a href="https://www.campingvizille.com">www.campingvizille.com</a> or in the information (letter, email, ...) communicated to the Client in advance, and calculated before placing the order

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

An invoice is drawn up by the Seller and given to the Client no later than at the time of payment of the balance of the price.

# 3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality / inter-municipality, is not included in the rates. Its amount is determined per person and per day and varies depending on the destinations. It must be paid when paying for the Service and is clearly shown on the invoice.

### **ARTICLE 4 - PAYMENT CONDITIONS**

#### 4.1. DEPOSIT

The amounts paid in advance are advances. They constitute an advance payment on the total amount due by the Customer.

An advance corresponding to 50% of the total price of the ordered Services is required when placing the order by the Customer. It must be settled 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.

The balance of the stay must be fully paid on the day of arrival or in case of cancellation less than 30 days before the scheduled arrival date.

It will not be refunded by the Service Provider in case of cancellation of the stay by the Customer less than 30 days before the scheduled arrival date (except as provided in Article 6.4 of these general conditions).

#### **4.2. PAYMENTS**

Payments made by the Customer will only be considered final after the effective collection of the amounts due by the Service Provider.

In case of late payment and payment of the amounts due by the Customer beyond the specified period or after the payment date on the invoice sent to the Customer, late penalties of €150 will be automatically and immediately acquired by the Service Provider, without any formality or prior notice.

Late payment will result in the immediate enforceability of the entire amount due by the Customer, without prejudice to any other action that the Service Provider may be entitled to take against the Customer.

# 4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

Furthermore, 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 Customer and/or to suspend the performance of its obligations after a notice has remained without effect.

# **ARTICLE 5 - PROVISION OF SERVICES**

# **5.1. AVAILABILITY AND USE OF SERVICES**

Arrivals on pitches and accommodations must take place during the opening hours of the reception.

#### 5.1.1: Conditions on pitches:

The pitch can be occupied from 2:00 pm on the day of arrival and must be vacated by 12:00 pm on the day of departure. Any departure from the camping pitch after 12:00 pm incurs an additional night charge. Any extension of the stay must be requested at least 48 hours before the scheduled departure date. For stays of several nights, the balance of the stay must be fully paid the day before departure. For stays of only one night, the balance of the stay must be fully paid on the day of arrival. The pitch is intended for a specified number of occupants (maximum 6) and may not be occupied by a higher number of people under any circumstances.

#### **5.1.2: Conditions in accommodation:**

The accommodation can be occupied from 4:00 pm on the day of arrival and must be vacated between 8:00 am and 10:00 am on the day of departure. Any key return after 10:00 am incurs an additional night charge. The balance of the stay must be fully paid on the day of arrival. Any request for an extension of the stay must be made at least 48 hours before the scheduled departure date and may be approved depending on availability. The accommodation is intended for a specified number of occupants for rent and may not be occupied by a higher number of people under any circumstances. The accommodations must be returned in the same clean condition as delivered. Otherwise, the tenant must pay a flat fee of €100 for cleaning. Any damage to the accommodation or its accessories will be rectified immediately at the expense of the tenant. The inventory at the end of the rental must be rigorously identical to that at the beginning of the rental. For any unreported delay, the rental becomes unavailable 8 hours after the arrival date stated on the reservation contract. After this period, and in the absence of a written message, the reservation will be null, and the payments will remain with the camping management.

## **5.2. SECURITY DEPOSIT**

For accommodation rentals, a security deposit of €200 is required from the Customer on the day the keys are handed over and is returned on the day of the end of the rental, with possible deduction for restoration costs and any electrical consumption exceeding the stay's electrical provision. This deposit does not constitute a limit of liability.

# 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 the entire or part of the planned stay).

## **6.1. MODIFICATION**

In the event of a change in dates or the number of people, the Service Provider will endeavor to accept modification requests 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, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date; an additional price may be requested in these cases. Any request for a reduction in the duration of the 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**

An early departure will not entitle the Customer to any refund from the Service Provider.

#### **6.3. CANCELLATION**

## 6.3.1. Cancellation by Camping Le Bois de Cornage

In the event of cancellation by Camping Le Bois de Cornage, except in cases of force majeure, the stay will be fully refunded. However, this cancellation will not entitle the customer to receive any damages or compensation.

#### 6.3.2. Cancellation by Camper

No refund will be made in the event of:

- · Cancellation of stay,
- Early departure,
- Delayed arrival.

To potentially receive compensation, we recommend purchasing cancellation or interruption insurance during the reservation. Cancellation and Interruption Insurance "Annulation Meetch" is offered during your reservation (also available online). Our partner CNAM undertakes to reimburse all or part of the stay to our vacationers.

In case of cancellation, inform the campsite of your withdrawal as soon as an event preventing your departure occurs, either by mail or email. If the incident is covered by the general conditions (available on the site <a href="www.campingvizille.com">www.campingvizille.com</a>), notify the insurer within 48 hours and provide all necessary information and supporting documents.

#### **6.4. CANCELLATION IN CASE OF PANDEMIC**

**6.4.1.** In the event of a total or partial closure of the establishment during the reserved stay dates (equated to a total or partial ban on public reception, to the extent that the Customer is directly affected by the application of this measure) decided by the public authorities, and which

is not attributable to the Provider, the amounts paid in advance by the Customer for the reservation of the stay will be converted into a credit valid until the end of year N+1.

- **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 Customer would be affected by COVID-19 (infection) or another infection considered as part of a pandemic, or would be identified as a contact case, and that this situation would jeopardize their participation in the stay on the scheduled dates will result in a credit valid until the end of year N+1 with no possibility of refund.
- **6.4.3**. By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Customer is compelled to cancel the entire stay due to government measures preventing participants from traveling (general or local confinement, travel ban, border closure), even though the campsite is able to fulfill its obligation and welcome the Customers, the Provider will issue a credit corresponding to the amounts paid by the Customer, minus processing and management fees (Article 3), which will remain acquired by the Provider. This credit, non-refundable and non-transferable, will be valid until the end of year N+1.
- **6.4.4** In case the Customer subscribes to specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance benefits received by the Customer will be deducted from the amount of the credit, as referred to in Articles 6.4.2 or 6.4.3.

#### **ARTICLE 7 - CUSTOMER OBLIGATIONS**

# 7.1. LIABILITY INSURANCE

The Customer accommodated on a pitch or in accommodation must be covered by liability insurance. An insurance certificate may be requested from the Customer before the start of the service.

#### **7.2. PETS**

Vaccinated domestic animals are accepted free of charge, under the responsibility of their owners. They must be kept on a leash and taken outside the campsite.

#### 7.3. INTERNAL REGULATIONS

Internal regulations are displayed at the entrance of the establishment and at the reception. The Customer is obliged to be aware of and comply with them. They are available upon request.

## **ARTICLE 8 - PROVIDER'S OBLIGATIONS - WARRANTY**

The Provider guarantees the Customer, in accordance with legal provisions and without additional payment, against any lack of conformity or hidden defect resulting from a defect in the design or implementation of the ordered Services. To assert their rights, the Customer must inform the Provider in writing of the existence of defects or non-compliance within a maximum period of 7 days from the provision of the Services. The Provider will reimburse, rectify, or have rectified (where possible) the services deemed defective as soon as possible and no later than 30 days after the Provider's finding of the defect or vice. The refund will be made by crediting the Customer's bank account or by bank cheque sent to the Customer. The Provider's warranty is limited to the reimbursement of the Services actually paid by the Customer. The Provider cannot be considered liable or in default for any delay or non-performance resulting from the occurrence of a force majeure event usually recognized by French jurisprudence. The services provided through the website <a href="https://www.campingvizille.com">www.campingvizille.com</a> of the Provider comply with the regulations in force in France.

# **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities related to the organization and sale of stays or excursions on a specific date or during 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 Provider, author of these terms, implements personal data processing based on legal grounds:

- Either the legitimate interest pursued by the Provider when pursuing the following purposes:
- -prospecting,
- -managing relationships with its clients and prospects,
- -organizing, registering, and inviting clients to Provider's events,
- -processing, executing, prospecting, producing, managing, and monitoring client requests and files,
- -drafting deeds on behalf of its clients.
- Or compliance with legal and regulatory obligations when implementing processing for the purpose of:
- preventing money laundering and terrorist financing and combating corruption,
- -invoicing,

-accounting.

The Provider only retains data for the time necessary for the operations for which they were collected and in compliance with current regulations.

In this regard, customer data is kept for the duration of the contractual relationships plus 3 years for animation and prospecting purposes, without prejudice to retention obligations or prescription periods.

Regarding the prevention of money laundering and terrorist financing, data is kept for 5 years after the end of relations with the Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

The data of prospects are kept for a period of 3 years if there has been no participation or registration in the events of the Provider. The processed data is intended for authorized persons of the Provider.

In the conditions defined by the Data Protection Act and the European regulation on data protection, individuals have the right to access the data concerning them, rectify, inquire about, limit, transfer, and delete.

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

They also have the right to define general and specific directives defining how they intend the rights mentioned above to be exercised after their death:

- by email at the following address: Email address
- or by post to the following address: [Name, first name / Corporate name / Postal address] accompanied by a copy of a signed identity document. Those concerned have the right to lodge a complaint with the CNIL.

#### **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website <a href="www.campingvizille.com">www.campingvizille.com</a> is the property of the Provider and its partners and is protected by French and international laws on intellectual property. Any reproduction, distribution, total or partial use of this content is strictly prohibited and may constitute an offense of counterfeiting. Furthermore, the Provider retains ownership of all intellectual property rights in photographs, presentations, studies, designs, models, prototypes, etc., carried out (even at the request of the Customer) for the provision of Services to the Customer. The Customer therefore refrains from any reproduction or exploitation of these studies, designs, models, and prototypes, etc., without the express, written, and prior authorization of the Provider, which may be subject to financial compensation. The same applies to names, logos, or more broadly any graphic representation or text belonging to the Provider or used and disseminated by it.

#### ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These General Terms of Sale and the transactions arising from them are governed by and subject to French law. These General Terms of Sale are drafted in the French language. In the event they are translated into one or more foreign languages, only the French text shall prevail in case of a dispute.

### **ARTICLE 13 - DISPUTES**

All disputes arising from the purchase and sale transactions concluded under these general terms of sale, concerning their validity, interpretation, execution, termination, consequences, and subsequent actions, which could not be resolved between the Provider and the Customer, shall be submitted to the competent courts under common law. The Customer is informed that, in any case of dispute, they may resort to a conventional mediation procedure or any other alternative dispute resolution method. They may notably avail themselves of the Consumer Mediator as follows:

- 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 filling out the online form titled "Saisir le médiateur" on the website https://www.sasmediationsolution-conso.fr

Regardless of the means of submission used, the request must imperatively contain:

- The postal, telephone, and electronic contact details of the requester,
- The name, address, and registration number with Sas Médiation Solution of the professional concerned,
- A brief statement of the facts. The consumer will specify to the mediator what they expect from this mediation and why,
- Copy of the prior complaint,
- All documents facilitating the examination of the request (order form, invoice, proof of payment, etc.)

# **ARTICLE 14 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Customer acknowledges having been provided, prior to placing their Order, with clear and understandable communication of these General Terms of Sale and all the information referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required by the order of October 22, 2008, regarding prior information to the consumer about the characteristics of accommodation rentals in outdoor hospitality and in particular:

- The essential characteristics of the Services, considering the communication medium used and the Services concerned;
- The price of the Services and additional fees;
- Information regarding the identity of the Provider, its postal, telephone, and electronic contact details, and its activities if they do not emerge from the context;
- Information regarding legal and contractual guarantees and their implementation methods; the features of digital content and, if applicable, its interoperability;
- The possibility of resorting to conventional mediation in the event of a dispute;
- Information about termination modalities and other important contractual conditions.

The act of an individual (or legal entity) placing an order on the website <a href="https://www.campingvizille.com">www.campingvizille.com</a> implies full and complete acceptance of these General Terms of Sale, as expressly recognized by the Customer, who waives, in particular, any reliance on any contradictory document that would be unenforceable against the Provider.