

TERMS OF SALES

Reservation of accommodation or “tourism” pitches by individuals

CAMPING sarl beau rivage

les mazes | 07150 VALLON PONT D’ARC

+33(0) 4 75 88 03 54 | campingbeaurivage@wanadoo.fr

www.beaurivage-camping.fr | RC AUBENAS : 83 B B 84 32761968000017

DEFINITIONS:

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

SERVICES: seasonal rental of accommodation or “tourism” bare pitches.

ACCOMMODATION: mobile home

ARTICLE 1 – SCOPE OF APPLICATION

These General Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the BEAU RIVAGE campsite, operated by SARL BEAU RIVAGE (‘the Service Provider’), to non-professional customers (“The Customers” or “the Customer”), on its website beaurivage-camping.fr or by telephone, post or electronic mail (emails), or in a place where the Service Provider markets the Services

The main characteristics of the Services are presented on the website beaurivage-camping.fr or in written form – paper or electronic – in the event of a reservation by means other than a remote control.

The Customer is required to read it before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Conditions of Sale 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 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 Customer is the one in force on the website or communicated by the Service Provider on the date the Order is placed by the Customer.

Unless proven otherwise, the data recorded in the IT system of the Service Provider constitutes proof of all the transactions concluded with the Customer.

Under the conditions defined by the Data Protection Act and the European data protection regulations, the Customer 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 their consequences,

to all of his personal data by writing, by mail and justifying his identity, to: CAMPING beau riavage les mazes 07150 vallon pont d'arc,

The Customer declares to have read these General Conditions of Sale and to have accepted them either by checking the box provided for this purpose before implementing the online Ordering procedure, as well as the general conditions of use of the https website. : beaurivage-camping.fr or, in the event of a reservation outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Customer selects on the site or provides information on any document sent by the Service Provider the services he wishes to order, as follows:

The Customer selects his arrival and departure dates as well as his type of accommodation according to availability and the length of stay offered on the booking platform.

The Customer completes the reservation request form and provides the names and dates of birth of all persons participating in the stay and ticks the box for accepting the conditions of sale. He validates his request and then informs the chosen means of payment.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors to the Service Provider. The Order will only be considered final after sending the Customer confirmation of the acceptance of the Order by the Service Provider, by email or post, or by signing the contract in the event of a reservation directly in the premises where the Provider markets the Services.

Any Order placed on the website beaurivage-camping.fr constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider.

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

ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the rates in effect on the website beaurivage-camping.fr or on any information medium from the Service Provider, when the Customer places the order. The prices are expressed in Euros, HT and TTC.

The prices take into account any reductions that would be granted by the Service Provider on the website beaurivage-camping.fr or on any information or communication medium.

These prices are firm and not revisable during their period of validity, as indicated on the website beaurivage-camping.fr , in the email or in the proposal written to the Client. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

They do not include processing and management costs, which are billed in addition, under the conditions indicated on the website beaurivage-camping.fr or in the information (mail, email, etc.) communicated to the Customer beforehand, and calculated prior to placing the Order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Seller and given to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the municipality / community of municipalities, is not included in the rates. Its amount is determined per person and per day and is variable depending on the destination. It is to be paid when paying for the Service and appears separately on the invoice.

ARTICLE 4 – TERMS OF PAYMENT

4.1. ADVANCE PAYMENT

Amounts paid in advance are down payments. They constitute a charge on the total price owed by the Customer.

For mobile homes:

The deposit amounts to 30% of the amount of the stay for stays in a mobile home of one week or more.

The deposit amounts to 100% of the rental amount for stays of less than 7 days or those with an arrival less than 30 days after the reservation date

The deposit will not be refunded by the Service Provider in the event of cancellation of the stay by the Customer before the scheduled date of arrival (except in cases provided for in Article 6.4 of these general conditions).

The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental)

For the pitches:

The deposit amounts to a lump sum of € 82 for stays on a campsite. The balance of the stay on a pitch must be paid one day before your departure.

4.2. PAYMENTS

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

Late payment will result in the immediate payment of all sums due by the Customer, without

prejudice to any other action that the Service Provider would be entitled to bring, in this respect, against the Customer.

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 Customer and / or to suspend the performance of its obligations after formal notice remained without effect.

ARTICLE 5 – PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES

The rental accommodation may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure. No arrival or departure can be made outside of reception opening hours.

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure. Any release of the site after 12 noon entails the invoicing of an additional night. Any extension of stay must be made at least 24 hours before the scheduled departure date and will be accepted or not depending on availability and possibilities.

The balance of the stay must be paid in full

- 30 days before the date of arrival in mobile home rental for stays of 7 nights or more (under penalty of cancellation of this rental) or on order for stays of less than 7 nights
- the day of arrival for camping pitches.

Accommodation and pitches are provided for a determined number of occupants for hire and may in no case be occupied by a greater number of people.

Accommodation and pitches will be left in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of 70 € for cleaning. Any degradation of the accommodation or its accessories will result in immediate repair at the expense of the tenant. The end-of-rental inventory statement must be strictly identical to that of the start of the rental.

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 returned to him on the day of the end of the rental, subject to possible deduction of repair costs.

This deposit does not constitute a limit of liability.

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

No reduction will be granted in the event of a delayed arrival, an 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 the dates or the number of people, the Service Provider will endeavor to accept as much as possible requests for change of date within the limit of availability, and 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 accommodation, or of 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

A premature departure cannot give rise to any reimbursement from the Service Provider.

6.3. CANCELLATION

In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider, for any reason whatsoever, the deposit paid for the Reservation, as defined in article 4 – TERMS OF PAYMENT of these General Conditions of Sale will automatically be acquired by the Service Provider, as compensation, and may not give rise to any reimbursement.

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

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. In the event of administrative closure of the establishment during the dates of the reserved stay (to which is assimilated a measure prohibiting reception of the public, insofar as the Customer 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 Customer for the reservation of the stay will be subject, at the customer's choice:

- A credit for the amount paid by the customer valid for 24 months refundable at the end of the validity period or
- A refund within 6 months

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

6.4.2. Notwithstanding 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 other

infection considered to be part of a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the dates planned
– will be done without termination indemnity

Cancellation insurance with COVID19 extension is offered to the customer when booking.

6.4.3 – In the event that the Customer takes out specific insurance covering the risks listed in Article 6.4.2, the insurance compensation received by the Customer will be deducted. the amount of the credit, referred to in Article 6.4.2.

ARTICLE 7 – CLIENT’S OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Customer lodged on a site or in an accommodation must be insured for civil liability. An insurance certificate may be requested from the Customer before the start of the service.

7.2. ANIMALS

Animals are accepted on the pitches (2 maximum) against the posted price and must be kept on a leash on the pitch and in the campsite. The up-to-date vaccination record is compulsory and must be shown on arrival.

No animal are autorised in the mobilhome !!

7.3. INTERNAL REGULATIONS

Internal regulations are posted at the entrance to the establishment and at reception. The Customer is obliged to take note of it and to respect it. It is available on request.

ARTICLE 8 – SERVICE PROVIDER’S OBLIGATIONS – GUARANTEE

The Service 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 performance of the Services ordered.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 1 month from the provision of the Services.

The Service Provider will reimburse or rectify or cause to be corrected (as far as possible) the services deemed to be defective as soon as possible and at the latest within 15 days following the finding by the Service Provider of the defect or vice. Reimbursement will be made by credit to the Customer’s bank account or by check sent to the Customer.

The Provider’s guarantee is limited to the reimbursement of the Services actually paid for by the Customer. 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 recognized by French case law.

The Services provided through the Provider's website <https://www.beaurivage-camping.fr> 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 at a specified period are not subject to the withdrawal period applicable to distance and off-premises selling, in accordance with the provisions of the article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, who drafts these presents, implements the processing of personal data which has as a legal basis:

Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:

- prospecting
- managing the relationship with its customers and prospects,
- the organization, registration and invitation to events of the Service Provider,
- processing, execution, prospecting, production, management, monitoring of customer requests and files,
- drafting of acts on behalf of its clients.

Or compliance with legal and regulatory obligations when implementing processing for the purpose of:

- prevention of money laundering and terrorist financing and the fight against corruption,
- invoicing,
- accountability.

The Service Provider only keeps the data for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

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

With regard to the prevention of money laundering and the financing of terrorism, the data are kept for 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

Prospects data are kept for a period of 3 years if no participation or registration in the events of the Service Provider has taken place.

The data processed are intended for authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European data protection regulations, individuals have the right to access data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing carried out also have the right to oppose at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider, as well as a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above.

– by email to the following address: campingbeaurivage@wanadoo.fr

– or by post to the following address: Camping beau rivage les mazes 07150 Vallon Pont d'Arc, accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 – INTELLECTUAL PROPERTY

The content of the website beaurivage-camping.fr is the property of the Service Provider and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Customer's request) with a view to providing the Services to the Customer. The Client is therefore prohibited from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorization of the Service Provider who may make it conditional on financial compensation.

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

ARTICLE 12 – APPLICABLE LAW – LANGUAGE

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

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

ARTICLE 13 – DISPUTES

ARTICLE 14 – PRE-CONTRACTUAL INFORMATION – CUSTOMER ACCEPTANCE

The Customer acknowledges having had communication, prior to placing his Order, in a readable and understandable manner, of these General Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Code of consumption, in addition to the information required in application of the decree of 22 October 2008 relating to the prior information of the consumer 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 ancillary costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it does not appear 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 the terms of termination and other important contractual conditions.

The fact for a natural (or legal) person to order on the website beaurivage-camping.fr implies full and complete acceptance and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, which waives, in particular, to take advantage of any contradictory document, which would be unenforceable against the Service Provider.