

# GENERAL TERMS AND CONDITIONS OF SALE 2023

## Camping accommodation or pitch booking by private individuals

### Contact details of the Service Provider :

- Camping LES MIZOTTES – SARL HOLI'KEYS, registered RCS LA ROCHE SUR YON- N° 531 574 929 00018,
- sis 41 rue des Anciens Quais – 85580 SAINT MICHEL EN L'HERM,
- +33(0) 2 51 30 23 63 - [accueil@campinglesmizottes.fr](mailto:accueil@campinglesmizottes.fr) - <https://www.campinglesmizottes.fr>

### DEFINITIONS :

**BOOKING or RESERVATION or RENTAL:** service provision.

**SERVICES:** seasonal rental of camping accommodation or pitch.

**ACCOMMODATION:** Tent, caravan, mobile home and chalet.

### ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the LES MIZOTTES campsite, operated by SARL HOLI'KEYS (the "Service Provider"), to non-professional clients ("the Clients" or "the Client"), on its website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or by telephone, post or email, or where the Service Provider 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.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising its 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 Service Provider, 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 Service Provider when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Service Provider'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 les MIZOTTES - 41 rue des Anciens Quais 85580 SAINT MICHEL EN L'HERM or by email at [accueil@campinglesmizottes.fr](mailto:accueil@campinglesmizottes.fr)

The Client declares to have read these General Terms and Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before completing the online booking, as well as the general conditions of use of the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or, if the booking was not made on the internet, by any other appropriate means.

### ARTICLE 2 – RESERVATIONS

The Client selects on the website, or provides information on any document made available by the Service Provider, the services it wishes to book, according to the following terms and conditions:

- For accommodation rental, the Client will return to the Service Provider, duly completed and signed:

- the Accommodation Booking Form (page 4 of the Tariff Flyer)
- the Rules of Procedure for camping and caravanning sites (page 6 of the Tariff Flyer),
- the dedicated attestation « Deposit for renting guarantee »: €30 (control access badge, and pool bracelets), €300 (accommodation guarantee), €100 (cleaning),
- the FFCC – Cancellation insurance Form (recommended)
- the COVID 19 Charte – engagement to respect the government specific sanitaries rules
- the settlement to cover 35 % of the total cost of the stay, added by €20 files/reservation fees or €40 for subsidized stays.

The settlement of the total cost of the stay is required the day of the booking, for each week-end or short stay and also If the reservation is realized during the month of the rental,

- For an Pitch booking, the Client will return to the Service Provider, duly completed and signed:

- the Pitch Booking Form (page 5 of the Tariff Flyer)
- the Rules of Procedure for camping and caravanning sites (page 6 of the Tariff Flyer),
- the dedicated attestation « Deposit for renting guarantee »: €30 (control access badge, and pool bracelets),
- the FFCC – Cancellation insurance Form (recommended)
- the COVID 19 Charte – engagement to respect the government specific sanitaries rules
- the settlement to cover 35 % of the total cost of the stay, added by €20 files/reservation fees or €40 for subsidized stays.

Without booking, the settlement of the total cost of the stay is required the day of the arrival, If the reservation is realized during the month of the rental, the settlement of the total cost of the stay is required the day of the booking.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Service Provider.

The Booking will only be deemed confirmed after the Service Provider has sent the Client a confirmation accepting the Booking by email or post or upon signature of the contract should the booking be made directly at the premises where the Service Provider markets its Services.

All Bookings made on the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) constitute a contract concluded remotely between the Client and the Service Provider.

All Bookings 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 force on the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or on any information medium provided by the Service Provider when the booking is made by the Client. Prices are in Euros, with and without value added taxes.

The prices take into consideration any reductions that may be granted by the Service Provider on the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or on any information or communication medium.

These prices are final and not revisable during their validity period, as provided for on the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr), in the email or in the written proposal addressed to the Client. Beyond this validity period, the offer lapses and the Service Provider is no longer bound by the prices.

They do not include processing and management fees, which are invoiced separately, under the conditions provided for on the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) or in the information (post, email, ...) communicated beforehand to the Client and calculated before the Booking is made.

The Client must pay the total price, including these fees.

An invoice is prepared by the Seller and given to the Client at the latest when payment of the balance is due.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/council 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.

### **ARTICLE 4 - PAYMENT TERMS**

#### **4.1. 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 35 % 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 Service Provider will not refund any amount if the Client cancels.

The balance of the stay must be paid in full 30 days before the date of arrival (failing this the booking will be cancelled).

Specificities:

- The settlement of the total cost of the stay is required the day of the booking, for each week-end or short stay and also If the reservation is realized during the month of the rental,
- Without booking, the settlement of the total cost of the stay is required the day of the arrival, If the reservation is realized during the month of the rental, the settlement of the total cost of the stay is required the day of the booking..

#### **4.2. PAYMENTS**

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

In the event of late payment and payment due by the Client after the above-mentioned deadline has elapsed, or after the payment due date on the invoice addressed to the latter, the Service Provider will rightfully and automatically charge default interest calculated at the rate of 10 % of the amount including tax for the provision of the Services, without any formalities or prior notice.

A late payment will result in the immediate payment of all sums owed by the Client, without prejudice to any other legal action the Service Provider would be entitled to file against the Client.

#### **4.3. NON-COMPLIANCE WITH THE PAYMENT TERMS**

In addition, the Service Provider 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 and/or to suspend the performance of its obligations after a formal notice to comply remains ineffective.

### **ARTICLE 5 - PROVISION OF SERVICES**

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

The camping accommodation or campsite can be occupied from 3pm on the day of arrival and must be vacated by 11am on the day of departure.

The balance of the stay must be paid in full

- 30 days before the date of arrival (failing this the booking will be cancelled)
- on the day of arrival for a pitch

The camping accommodation 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 camping accommodation 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 €80 will be paid by the Client to cover cleaning costs. Any damages to the accommodation or of its 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.

## **5.2. SECURITY DEPOSIT**

For accommodation rentals, the Client must pay a security deposit of €410 when the keys are handed over; this amount will be returned to the Client on the last day of the stay rental subject to a deduction to cover costs for damages.

This deposit does not constitute a limit of liability.

## **ARTICLE 6 – 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).

### **6.1. CHANGES**

In the event of a change in the dates or the number of people, the Service Provider will endeavour to accept the requests for change of date, subject to 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 camping pitch or accommodation or of another date; in these cases, an additional sum may be requested.

Any request to shorten the duration of a 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 refund from the Service Provider.

### **6.3. CANCELLATION**

If a Client cancels a Booking after it has already been accepted by the Service Provider, for any cause whatsoever other than force majeure, the advance payment made for the Booking, as defined in article **4 - PAYMENT TERMS** of these General Terms and Conditions of Sale will be rightfully retained by the Service Provider, as compensation, and no refund will be granted.

In all cancellations, the processing and management fees (article 3) will remain with the Service Provider.

### **6.4. CANCELLATION IN THE EVENT OF A PANDEMIC**

**6.4.1.** 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 Service Provider, the amounts paid in advance by the Client for the booking will be refunded within 90 days.

However, the Service Provider cannot be held liable for additional compensation beyond this refund of amounts already paid when booking the stay.

**6.4.2.** Notwithstanding the provisions of article **6.3 CANCELLATION**, any cancellation of the stay due to the Client being infected by Covid-19 or any other infection considered to be part of a pandemic, which is duly justified, or is identified as a contact case, and that this situation calls into question its presence on the campsite on the planned dates will result in the issue of a non-refundable credit note valid for 12 months.

Any processing and management fees as provided for in the general conditions will be retained by the Service Provider. In all cases, the Client must imperatively justify the event making them eligible for this right to cancellation..

**6.4.3.** Notwithstanding the provisions of article **6.3 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 Service Provider will issue a credit note corresponding to the amounts paid by the Client, minus the processing and management fees (Article 3) which will be retained the Service Provider. This credit note, which is non-refundable and non-transferable, will be valid for 12 months.

**6.4.4** If the Client subscribes to a 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 amount

## **ARTICLE 7 - OBLIGATIONS OF THE CLIENT**

### **7.1. CIVIL LIABILITY INSURANCE**

The Client on a pitch or in accommodated must have subscribed to a civil liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay.

## 7.2. PETS

Pets are permitted, under their owners' responsibility.

They are permitted subject to the conditions provided by the Service Provider and payable on arrival.

## 7.3. CAMPSITE REGULATIONS

Campsite regulations are displayed at the entrance to the establishment and at the reception. The Client must take note of these regulations and comply with them. They are available on request.

## **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - WARRANTY**

The Service Provider 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.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 24 hours from the provision of the Services.

The Service Provider will refund or rectify or have rectified (wherever possible) the services found to be defective as soon as possible and no later than 2 days after the Service Provider 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 Service Provider's guarantee is limited to the refund of the Services actually paid for by the Client. The Service Provider 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 Service Provider's website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) comply with the French laws in force.

## **ARTICLE 9 - 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.

## **ARTICLE 10 – PROTECTION OF PERSONAL DATA**

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

- Legitimate interest by the Service Provider when pursuing:
  - prospecting;
  - managing the relationship with its clients and prospects;
  - organisation, registration and invitation to Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider's events has taken place.

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

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 Service Provider 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 the following address: Email address
- or by post to the following address: 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*].

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website [www.campinglesmizottes.fr](http://www.campinglesmizottes.fr) belongs to the Service Provider 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 Service Provider retains 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 Service Provider 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 Service Provider or used and distributed by the Service Provider.

## **ARTICLE 12 - 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.

## **ARTICLE 13 – 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 Service Provider 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.

In particular, the Client may resort to the following Consumer Mediator free of charge: (under validation by the CECMC):

SAS Médiation Solution - 222, chemin de la bergerie 01800 SAINT JEAN DE NIOST - <https://sasmediationsolution-conso.fr>

or for a dispute resulting from an online sale: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

## **ARTICLE 14 - 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 Service Provider, 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.campinglesmizottes.fr](http://www.campinglesmizottes.fr) 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 Service Provider.

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