

# GENERAL CONDITIONS OF SALE of Camping de la Pélonie dated 1 November 2021

## Contact details of the Provider:

- SARL DE LA BOURGIE registered with the RCS of Périgueux under the number: 481622256, represented by its manager, Mr Stéphane MOTTIER, operator of Camping La Pélonie.
- Domicile: 1750 Route de la Pélonie, Lieu-dit Saint Antoine d' Auberoche, 24330 Bassillac and Auberoche
- Telephone: 0553075578, Email: info@campinglapelonie.fr, Website: www.lapelonie.fr

## DEFINITIONS

**ORDER or RESERVATION or RENTAL**: Procurement of the Services.

**SERVICES**: seasonal rental of accommodation or "tourist" pitches.

**ACCOMMODATION**: Tent, caravan, recreational mobile home.

**CUSTOMER**: Any person booking a stay. The Customer declares to be of legal age and to have the capacity to act, or failing that, to have the authorisation of a guardian or appropriate adult, if they are incapable.

## PREAMBLE

These conditions govern the contractual relationship pertaining to the sale of individual stays between the Service Provider and its Customers.

They regulate all the steps necessary to book and pay for the stays and regulate the follow-up between the contracting parties.

## ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches offered by Camping de la Pélonie, operated by BOURGIE SARL, to professional and non-professional Customers ("The Customers" or "the Customer"), via the website [www.lapelonie.com](http://www.lapelonie.com) or by telephone, post or electronic mail (emails), or in a place where the Service Provider markets their Services.

The main features of the Services are detailed on the website [www.lapelonie.com](http://www.lapelonie.com) or in written form - paper or electronic - in case of reservations made by a means other than a remote order.

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

These General Terms and Conditions of Sale shall apply to the exclusion of all other conditions, and in particular those applicable to other channels for the marketing of 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 stored 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 Customer has, at any time, a 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 consequences, to all of his personal data by writing, by mail and proving his identity, to:

Camping de la Pélonie, 1750 route de la Pélonie, Lieu-dit Saint Antoine d'Auberoche, 24330 Bassillac and Auberoche or by email to: info@campinglapelonie.com

The Customer declares to have read these General Conditions of Sale and to have accepted them either by ticking the box provided for this purpose before implementing the online Order procedure, as well as the general conditions of use of the website [www.lapelonie.fr](http://www.lapelonie.fr), or, in the event of offline bookings, by any other appropriate means.

## ARTICLE 2 - SERVICES

### 2.1. Rental of a bare pitch

Camping de la Pélonie provides customers with a bare pitch, which can accommodate up to 6 people, for a tent, caravan or motorhome. Pitches have a fixed price per-night.

The basic package includes a pitch for 1 or 2 people and a vehicle. Additional persons (adults or children) or additional optional items present on the pitch (electricity, extra vehicle, pet, etc.) are subject to an additional daily cost.

The basic package allows free access to sanitary and reception facilities, swimming pools (subject to opening dates and times), playgrounds and activities offered free of charge or for a fee.

For security reasons, the number of people occupying a site cannot exceed the maximum capacity of 6 people. The campsite reserves the right to refuse access to the site to any person beyond the approved capacity.

Pitches are available from 2 p.m. on the day of arrival and must be vacated before 12 p.m. on the day of departure.

## **2.2. Stays in accommodation**

The description, duration and rates vary by season; they may be viewed on the website [www.lapelonie.com](http://www.lapelonie.com) by entering the desired dates of the stay.

The price of renting accommodation covers the rental of accommodation in accordance with the number of people (depending on capacity), one vehicle, access to reception services, swimming pools (subject to opening dates and times), playgrounds and other equipment and activities offered (free or for a fee).

Options (pets, extra vehicle, cleaning fee) are subject to an additional charge.

For security reasons, the number of people staying cannot exceed the accommodation's maximum capacity. The campsite reserves the right to refuse access to the site to any person beyond the approved capacity.

Upon departure, the fully-equipped rental accommodation must be left in the state in which it was found. The rentals are non-smoking.

Rentals are available from 3 p.m. on the day of arrival and must be vacated before 10 a.m. on the day of departure.

## **ARTICLE 3 – RESERVATIONS**

### **3.1. BOOKING CONDITIONS**

Reservations can be made online, via the campsite's website, by telephone, or by mail. The Customer selects or enters information into any form provided by the Service Provider of the services he wishes to book.

All bookings must be accompanied by a payment, which includes:

- A deposit: determined according to the type of stay selected by the customer and ranging between 25% and 100% of the total amount of the stay
- and any fees for “serenity option” cancellation.

It is the Client's responsibility to verify the accuracy of the Order and immediately report any errors to the Service Provider.

The Order will only be considered final after receipt by the Customer of an Order confirmation from the Service Provider by e-mail, and receipt by the Service Provider of the deposit and any cancellation option fees.

Any Order placed on the website [www.lapelonie.com](http://www.lapelonie.com) constitutes the formation of a contract concluded remotely between the Customer and the Service Provider.

The number of occupants must not exceed the maximum number specified for the type of accommodation or bare pitch rented, under penalty of being refused access to the reserved accommodation.

Any change in the number or identity of the people initially scheduled must be notified before your arrival. The Service Provider reserves the right to refuse entry to persons about whom it was not previously notified.

Booking a stay implies full and complete acceptance of the general conditions of reservation as well as the internal regulations of Camping de la Pélonie.

### **3.2. TRANSFERS AND SUBLETTING**

All reservations are PERSONAL and may under no circumstances be transferred.

### **3.3. RIGHT OF WITHDRAWAL**

Activities related to the organisation and sale of "accommodation service" stays on a specific date or at a specified period are not subject to the withdrawal period applicable to remote and off-premises sales, in accordance with the provisions of article L221-28 of the Consumer Code.

## **ITEM 4 - PRICES**

The Services offered by the Service Provider are provided at applicable rates indicated on the website [www.lapelonie.com](http://www.lapelonie.com), or on any information medium from the Service Provider, when the Customer places the order.

Prices are expressed in Euros, with and without taxes. Any change in VAT rate may be reflected in the price of the stay.

The rates take into account any reductions that may be granted by the Service Provider on their internal site [www.lapelonie.com](http://www.lapelonie.com), or on any information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the website [www.lapelonie.com](http://www.lapelonie.com), in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

#### **4.1. SPECIAL OFFERS**

Special offers are subject to availability. They cannot be combined with each other and are not retroactive. Refunds are not contemplated.

#### **4.2. PRICE AMENDMENTS**

The rates charged by the Service Provider are subject to change. They may vary according to season. The Service Provider cannot under any circumstances be held responsible for a difference in price between 2 stays booked for the same period at different times. Prices are expressed in Euros, with and without taxes. Any change in VAT rate may be reflected on the price of the stay.

#### **4.3. TOURIST TAX**

The tourist tax, collected on behalf of the urban community, is not included in the rates. The amount is determined per adult per day. It must be paid when paying for the Service and appears separately on the invoice. The rate may change during the year.

### **ITEM 5 - PAYMENT TERMS**

#### **5.1. DEPOSIT**

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

The deposit amounts to 25% of the total amount of the stay for mobile homes and bare pitches. This advance payment must be paid when the Customer places the order. It will be deducted from the total amount of the order.

Please note that right of withdrawal does not apply to accommodation services "**ARTICLE 3.3** .

Consequently, any cancellation by the Customer after booking will result in a refund as follows:

- Up to 45 days before arrival, your stay can be cancelled without penalty and the sums incurred will be refunded in full
- Between 30 and 45 days before arrival, 50% of the sums incurred will be refunded
- If cancellation is made less than 30 days before the date of arrival, or if the Customer fails to arrive, the sums incurred will be kept by the campsite.

#### **5.2. PAYMENTS**

Payments made by the Customer will only be considered final after receipt by the Service Provider of the sum due. Late payment will result in the immediate payment of all sums owed by the Customer, without prejudice to any other action that the Service Provider would be entitled to bring, in this respect, against the Customer.

##### **5.2.1. PAYMENT METHODS**

The methods of payment accepted are as follows: credit card (Carte Bleue, Visa, Eurocard/Mastercard), holiday vouchers (to be sent to the campsite by registered letter in a reinforced envelope), bank transfer, cash (euros only), and cheque in euros, to be sent to the campsite up to 30 days before arrival.

The Customer also has free access to the website [www.lapelonie.com](http://www.lapelonie.com) by logging into their personal account, where the status of the order can be viewed.

Cheques are not accepted on-site at La Pélonie campsite.

#### **5.3. BALANCE OF THE STAY**

The balance of the stay in a mobile home must be paid in full 30 days before the date of arrival, under penalty of termination of the contract.

The balance of the stay on a bare pitch must be paid in full on the day of arrival, in accordance with the reservation dates indicated in the contract. If you wish to extend your stay, payment for additional days will be made at the end of the original day of departure.

#### **5.4. NON-COMPLIANCE WITH PAYMENT TERMS**

In addition, in the event of non-compliance with the payment conditions set out above, the Service Provider reserves the right to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations, if formal notice has no effect. Any sums already paid will be kept by the Service Provider.

#### **ARTICLE 6 - PROVISION OF SERVICES**

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

For camping pitches, arrivals are possible on any day of the week. Pitches may be occupied from 2.00 p.m. on the day of arrival and must be vacated by 12.00 p.m. on the day of departure. Any release of the pitch after 12 p.m. entails the invoicing of an additional night.

During the months of July and August, accommodation is rented out for a full week, from Saturday to Saturday. During the low season, rental is available on any day of the week. Rented mobile homes may be occupied from 3.00 p.m. on the day of arrival and must be vacated before 10.00 a.m. on the day of departure.

Accommodation and pitches are set to be rented to a given number of occupants and that number may under no circumstances be exceeded.

Accommodation and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of **€80** for cleaning. Any damage to the accommodation or its accessories will entail immediate repairs at the tenant's expense. The inventory statement at the end of the rental must correspond exactly to the one at the start of the rental.

##### **6.2. SECURITY DEPOSIT**

For accommodation rentals, a security deposit of €280 is required from the Customer on the day the keys are handed over; this will be returned to him on the last day of the rental, subject to any deductions for repair costs. The breakdown of the security deposit is as follows: €200 for guarantee against loss, breakage and damage to equipment and €80 for cleaning.

An €80 cleaning fee may be charged if cleaning is not properly carried out. For any night-time departure outside of Reception opening hours, the cleaning fee is compulsory.

For pitches: €20 for the gate badge. And €10 for loan of an extension cord or European adapter. These items must be returned during Reception opening hours

Reception is open from 8:30 a.m. to 7:30 p.m.

This deposit does not constitute a limit of responsibility.

#### **ARTICLE 7 - DELAY, INTERRUPTION OR CANCELLATION OF STAY**

No reduction will be granted in the event of late arrival, early departure or a change in the number of people (whether for all or part of the stay).

##### **7.1. DELAY**

In the event of a delay, the Customer must inform the Service Provider.

##### **7.2. MODIFICATION**

In the event of a change in the dates or the number of people, the Service Provider will make every effort to accommodate the requested changes, within the limits of availability and according to the following conditions:

- Up to 45 days before arrival, the stay may be modified free of charge, if booked for the current year.
- From 44 days before arrival, the stay cannot be modified.

A price supplement may be requested of the Customer in the event of a price increase between the previously-booked stay and the new one.

Any request to reduce the length of stay or the number of people will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by **ARTICLE 7 . 4 .- CANCELLATION** .There will be no refund made of the difference.

### **7.2.1. MODIFICATION BY THE SERVICE PROVIDER**

In the event that the Service Provider is obliged to modify the services originally scheduled for the stay, the campsite will make every effort to provide similar services. The customer may either accept the modification or terminate the contract and obtain reimbursement of the sums paid, according to the conditions referred to in article L214-1 of the Consumer Code.

### **7.3. INTERRUPTION**

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

### **7.4. CANCELLATION**

In the event of cancellation of the Reservation by the Customer following acceptance by the Service Provider of the booked Rental, for any reason whatsoever outside of force majeure, the deposit paid for the Reservation, "As defined in **ARTICLE 5 - PAYMENT TERMS** of these General Conditions of Sale", Will automatically be acquired by the Service Provider, as compensation, under the following conditions:

Cancellation by the Customer after booking will result in reimbursement as follows:

- Up to 45 days before arrival, your stay can be cancelled without penalty and the sums incurred will be refunded in full
- Between 30 and 45 days before arrival, 50% of the sums incurred will be refunded
- If cancellation is made less than 30 days before the date of arrival, or if the Customer fails to arrive, the sums already paid will be kept by the campsite.

#### **7.4.1. THE SERENITY OPTION**

The Serenity Option is discretionary but recommended.

It grants you greater flexibility in the event you need to modify or cancel your booking.

It can only be purchased at the time of booking. It must be paid for in full, over and above the booking deposit.

This option does not replace the other terms and conditions, but supplements them in the event of a change or cancellation.

This insurance is only valid for those persons whose first and last names appear on the booking request.

Any change or cancellation must be made in writing and submitted to the campsite via email.

Acceptance and implementation of the Serenity Option depends on the date of receipt of the email by La Pélonie campsite.

- If you have subscribed to the SERENITY OPTION, no proof is required.
- The fee is €3 per booked day/night for bare camping pitches
- The fee is €6 per booked day/night for mobile homes
- The Serenity fee must be paid in addition to the deposit at the time of booking.
- This fee is non-refundable in the event the booking is changed or cancelled.

#### **a. Conditions of changes to the dates of stay by the Customer under the Serenity Option**

- Up to 14 days before arrival, the stay can be changed free of charge if booked for the current year.
- From 13 days before arrival, booking details can no longer be modified.

Any price difference between the former and the new booking will be borne by the Customer.

If the new booking is cheaper than the former, the difference will not be refunded.

#### **b. Conditions of cancellation of stay by the Customer under the Serenity Option**

- The booking may be cancelled up to 30 days before arrival. The sums committed will be reimbursed after deduction of the Serenity contribution. "Only the deposit will be refunded"
- Between 29 and 14 days before arrival, the booking may be cancelled for a fixed cancellation fee of €70, and the Serenity contribution will be retained by the Service Provider.
- From 13 days before arrival, no refund can be made.

Camping de la Pélonie undertakes to reimburse the Customer within a maximum of 30 days from receipt of the cancellation e-mail.

## **7.5. CANCELLATION IN CASE OF "COVID-19" PANDEMIC**

**7.5.1.** In the event of total or partial closure of the establishment during the dates of the booked stay (equating to a measure totally or partially prohibiting reception of the public, insofar as the Customer is directly concerned by the application of this measure) ordained by governmental authorities and not attributable to the Service Provider, the sums paid in advance by the Customer for reservation of the stay will be reimbursed

- within **15 days**

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

**7.5.2.** In accordance with the conditions of **Article 7.4 CANCELLATION**, in the event the stay is cancelled on the duly proven grounds that the Customer is affected by Covid-19 (infection) or another infection considered as arising from a pandemic or is identified as a contact case, and that this situation prevents their participation in the stay on the planned dates, will result in

- the issuance of a non-refundable credit note, valid for 12 months

In all cases, the Customer must provide proof to be eligible for this right to cancellation.

**7.5.3.** Notwithstanding the provisions of **Article 7.4 CANCELLATION**, in the event that the Customer is forced to cancel the entire stay due to government measures prohibiting participants from travelling (general or local lockdown, travel ban or limitation of movement, border closure), despite the campsite being capable of fulfilling its obligations and welcoming Customers:

- the Service Provider will issue a credit note of equal value to the sums paid by the Customer. This non-refundable credit note will be valid for 12 months.

## **ARTICLE 8 - CUSTOMER'S OBLIGATIONS**

### **8.1. CIVIL LIABILITY INSURANCE - LOSS AND THEFT**

Except for established misconduct, the campsite declines all responsibility in the event of damage caused by falling branches, storms or theft. The campsite is not responsible for the consequences of outside events that might lead to the reduction or cancellation of the stay.

Any Customer lodged on a site or in accommodation must be insured for civil liability. A certificate of insurance may be requested from the Customer prior to commencement of the stay.

### **8.2. VISITORS**

Visitors are allowed under the responsibility of their host. They must be registered at Reception. They may not access the swimming pools.

### **8.3. ANIMALS**

Pets are allowed under certain conditions.

They must be declared upon arrival at the campsite. They remain under the responsibility of their owners and are allowed subject to the Service Provider's available deals, payable at the time of booking.

They must be kept on a lead at all times, tattooed and vaccinated. They must have an up-to-date vaccination record. Animals should not be left alone at the campsite.

### **8.4. INTERNAL REGULATIONS**

The campsite's rules are posted at the entrance to the establishment and at Reception. The Customer is required to read and abide by them. They are available on request.

Internal Regulations complement **ARTICLE 8 - Customer's Obligations** at La Pélonie campsite

## **ARTICLE 9 - SERVICE PROVIDER'S OBLIGATIONS - GUARANTEE**

The Service Provider, in accordance with legal provisions and without additional payment, indemnifies the Customer against any lack of conformity or hidden defect resulting from flawed design or execution of the Services ordered.

In order to assert their rights, the Customer must inform the Service Provider, in writing, of the presence of flaws or defects within a maximum period of 7 days from provision of the Services.

The Service Provider shall reimburse or rectify or ensure the correction (where possible) of the Services deemed to be defective, in the shortest time possible and no later than 15 days following ascertainment of the flaw or defect by the Service Provider. Reimbursement will be made by credit to the Customer's bank account or by bank cheque addressed to the Customer.

The Service Provider's guarantee is limited to reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be held liable or at fault for any delay or non-performance resulting from a force majeure event generally recognised by French law.

Services provided through the Service Provider's online website [www.lapelonie.com](http://www.lapelonie.com) comply with the regulations in force in France.

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

The Service Provider, who drew up the present document, implements personal data processing on the following legal basis:

● The legitimate interest pursued by the Service Provider in respect of the following purposes:

- prospecting
- managing relations with customers and prospects,
- event organisation, registration and invitation by the Service Provider,
- the processing, execution, prospecting, production, management and follow-up of requests and customer files,
- the drafting of documents on behalf of customers.

● Compliance with legal and regulatory obligations when implementing processing for the purpose of:

- preventing money laundering and terrorist financing, and furthering the fight against corruption,
- invoicing,
- accountancy.

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

To prevent money laundering and terrorist financing, the data is stored for 5 years following termination of the relationship with the Service Provider. In terms of accounting, the data is stored for 10 years from the end of the accounting year.

Prospect data is stored for a period of 3 years if no participation or registration in the Service Provider's events has taken place.

The processed data is available to persons authorised by the Service Provider.

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

The owners of the data being processed also have a right to object, at any time and for reasons relating to their particular situation, to the processing of the personal data having the Service Provider's legitimate interest as a legal basis, as well as a right of opposition to commercial prospecting.

They also have a right to establish general and specific directives defining the manner in which they intend to exercise the aforementioned rights after their death,

- either via e-mail to the following address: [info@campinglapelonie.com](mailto:info@campinglapelonie.com)
- or by post to the following address: SARL DE LA BOURGIE – 1750 Route de la Pélonie – 24330 Saint Antoine d'Auberoche

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

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

The content of the website [www.lapelonie.com](http://www.lapelonie.com) is the property of the Service Provider and its partners 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 likely to constitute infringement of copyright.

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 request of the Customer) with a view to providing the Services to the Customer. Therefore, the Customer is prohibited from any reproduction or use of said studies, drawings, models, prototypes, etc. without the express, prior and 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 it.

## **ARTICLE 12 - APPLICABLE LEGISLATION - LANGUAGE**

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

These General Conditions of Sale are drafted in French. In the event that they are translated into one or more foreign languages, only the French text shall be held binding in case of dispute.

## **ARTICLE 13 – DISPUTES**

Any dispute to which the purchase and sale transactions concluded in application of these general conditions of sale may give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which it was not found possible by the Service Provider and the Customer to resolve, shall be submitted to the competent courts under the conditions of common law.

The Customer is informed that, in the event of a dispute, he may in any case have recourse to a conventional mediation procedure or to any other alternative method of dispute resolution.

In particular, he may have recourse, free of charge, to the Consumer Mediator below.

This mediation system can be accessed by post

BAYONNE MEDIATION – 32 Rue de hameau – 64200 BIARRITZ

Or by phone: 0679598338

Website: [www.bayonne-mediation.com](http://www.bayonne-mediation.com)

## **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Customer acknowledges that, prior to placing their Order, they were informed in a readable and understandable manner about these General Conditions of Sale and about all the information and details referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to Decree of 22 October 2008 relating to the prior information of the consumer on the features of rental accommodation in open-air hotels and, in particular about:

- the essential features of the Services, taking into account the communication channel used and the Services involved;
- the price of the Services and related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, where these are not apparent from the context;
- information relating to legal and contractual guarantees and how these can be applied; 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 termination procedure and other important contractual conditions.

The placing of an order by a natural (or legal) person on the website [www.lapelonie.com](http://www.lapelonie.com) implies full and complete acceptance and recognition of these General Conditions of Sale; this is expressly acknowledged by the Customer, who waives, in particular, reliance on any document indicating differently, which would be unenforceable against the Service Provider.