

GENERAL TERMS AND CONDITIONS OF SALE

1. BOOKING TERMS AND CONDITIONS

These terms and conditions govern the sales of holiday stays and shall be valid once your order has been confirmed. Booking a stay implies full acceptance of our general terms and conditions without reservation. These terms and conditions may be modified and/or supplemented at any time by Le Camping La **Pierre Verte**. In this case, the new version will automatically apply to any new client, who will be informed of this by its being placed on the website: www.campinglapierreverte.com The purchaser acknowledges that he/she has been fully informed that his/her agreement with the content of these general terms and conditions of sale does not require this document to be signed either by hand or electronically. All bookings imply the client's compliance without reservation and his/her full acceptance of the general terms and conditions, which shall take precedence over any other document. The client acknowledges having read the content of the services, purpose and booking methods, and all the characteristics of the stays and the accommodation. He/she acknowledges having requested and obtained all the information needed to make the booking in full knowledge of the facts. The client shall be responsible for his/her booking choice and its suitability for his/her requirements, in such a way that Le Camping La **Pierre Verte** cannot be held liable in any way. The booking shall be deemed to be accepted by the Client at the end of the booking process. The booking process ends with the payment of a **30% deposit for rental and pitches** to Le Camping La **Pierre Verte**.

The booking shall only take effect with the agreement of Le Camping La **Pierre Verte** after, **and only after**, payment of the deposit and acceptance of the "General Terms and Conditions of Sale" when making the booking online.

The campsite offers traditional family breaks, and the accommodation is designed especially for this purpose. Bookings shall only be binding on the campsite if the latter has accepted these, which it is free to do or to refuse depending on availability, and in general, on any circumstances likely to hamper the execution of the booking made. Minors must be accompanied by the parents or legal guardians. Le Camping La **Pierre Verte** reserves the right to refuse access to the village to families or mixed groups arriving with a number of people exceeding the capacity of the accommodation or pitch rented. This booking acceptance shall be strictly personal; it cannot be transferred or sub-let to a third party within prior consent from Le Camping La **Pierre Verte**.

2. GROUP BOOKINGS:

Any booking for more than **4** accommodation units by the same natural person or by different natural persons who know each other and are travelling together for the same reasons and on the same holiday dates shall be considered as a group. You must contact Le Camping La **Pierre Verte** by telephone or e-mail. The campsite reserves the right to study the booking request before accepting or refusing this.

3. PAYMENT CONDITIONS:

We must receive your payment within a maximum of **7 working days** of your online booking request. The latter will only become final after your deposit has been received. When your deposit is received, you will be sent a booking confirmation by email, specifying the date on which the remaining balance is to be paid. Every payment must be accompanied by the reference number shown on your booking confirmation. If booking less than thirty days before departure, the client must pay the price in full at the time of booking. The date on which this booking may be made does not always allow us to send you a booking confirmation. You will therefore be deemed to have accepted all the indications given in these general terms and conditions or provided to you orally.

The balance for your stay must be paid up in full at latest **30 days** before the start date for your break, except in the event of a waiver validated in writing by the campsite. If payment is not made within this period, the booking will be cancelled. No reduction will be granted for late arrival or early departure. On receipt of the balance you will be sent the corresponding invoice by email.

As a result:

- For bookings made more than 30 days before the holiday start date: **a deposit of 30%** of the amount for the services reserved must be paid to the village on booking. The balance must be paid to the village at latest 30 days before the holiday start date.
- For bookings made less than 30 days before the holiday start date: payment must be made to the village in full when booking, unless agreed and validated in advance by the campsite.

CAUTION: Beyond these timescales, if we have not received payment of your deposit or balance, we will consider your booking to be cancelled and we will remarket the corresponding services. Furthermore, the cancellation conditions will be applied to you.

3.1 FOR PITCHES: The basic package comprises the pitch for tent, motorhome or caravan for **1-2 people**, access to the sanitary facilities and reception infrastructures and electricity (6A or 10A depending on the category of pitch booked). The equipment type and dimensions are **mandatory**. The deposit amounts to **30% of the amount for the stay + €30 non-refundable booking fee**.

Cancellation insurance is optional but recommended. An amount of **2.9%** per stay is added to the above calculation.

3.2 FOR RENTALS: Rented accommodation is furnished and includes all cooking equipment and tableware as well as bedding. Final cleaning, sheets and towels are not included in the basic package.

The deposit amounts to **30% of the total amount for the stay + €30 non-refundable booking fee**.

Any change of accommodation, during the stay and at the client's initiative, will be invoiced at **EUR 80** (cleaning fee).

Cancellation insurance is optional but recommended. An amount of **2.9%** per stay is added to the above calculation.

4. DISCOUNTS - PROMOTIONAL OFFERS:

If you benefit from a discount under a promotional offer, you must use this when making your booking. Promotional offers are subject to certain conditions, especially availability. Furthermore, discounts or promotional operations cannot be used in conjunction. Once the confirmation or invoice has been issued, the client may no longer claim any reduction.

5. PAYMENT METHODS:

You can select payment in 3 instalments at no charge. Contact reception for your payment schedule. Your booking can be paid for by:

- Bank card
- [French] Electronic holiday vouchers
- Bank transfer
- Bank cheque
- [French] Paper holiday vouchers

Caution: If paying by holiday voucher (paper or electronic) no refund is possible and no change will be given.

6. RATES AND HOLIDAY TAX:

The prices shown are valid for the 2021 season. They are given in euro (€), inclusive of VAT - The holiday tax amount may be amended by the town without notice. The amount of this will be that in force on the date the stay is booked. The holiday tax amount may change over the year and consequently may increase the total cost of the stay.

7. CHOICE OF PREFERRED PITCH:

The campsite offers a "preferred specific pitch number" option against **payment of a fixed sum of EUR 25 per dossier; this is not refundable if the break is cancelled or amended.** The camping will do everything possible to meet the pitch preference indicated by the client, subject to the pitch being available on the requested date. If the preferred pitch indicated by the client cannot be provided, the campsite will refund the client the fixed sum paid on booking.

8. ARRIVALS/DEPARTURES:

The client and any persons accompanying him/her will be asked for their ID documents on arrival. **No reduction will be given for a late arrival and/or early departure.**

8.1 FOR A "CAMPING" PITCH: Pitches are available **as of 14:00**. Please go to reception on your arrival, we will register you and collect any balance owing if the campsite has given prior agreement for this. Pitches must be vacated by **12:00 at latest** and must be left clean in order to welcome a new family.

A deposit of EUR 50 will be requested for the rental of a fridge, and this will be returned after the condition of the equipment is checked on the day you depart (except for a departure outside reception opening hours).

8.2. FOR "MOBILE HOME" RENTALS: Arrivals are between **16:30 and 19:30**. Each booking includes a parking space for **ONE SINGLE** vehicle. Access to the La Pierre Verte campsite for any additional vehicle will be charged (see rates) and subject to having a reservation. This price includes access to the campsite and does not guarantee a parking space.

In addition, 2 security deposits will be requested on your arrival, as will payment of supplements where applicable:

1/ **Rental security deposit** to offset any damage:

- **EUR 200** for **mobile homes** and **KABANAS**
- **EUR 400** for the **TRIBU XXL**
- **EUR 100** for the **Insolites**

2/ **Cleaning deposit:** from EUR 50 to 80 depending on the accommodation type

The accommodation must be returned clean on the day of departure. The client is obligated to check and report any anomaly in his/her accommodation on the same day. The client must report any dissatisfaction with the general condition, inventory or cleanliness of the rental to the campsite within **24 hours of his/her arrival** so that this can be remedied. No complaint will be admitted after this period. The arrival and departure times are as shown above. No arrival is possible before the time shown, except on express invitation by the campsite. However, if you arrive early, and depending on our availability, we will do everything possible to reduce the waiting time.

Departures are to be made between **08:00 and 10:00 at latest on the scheduled day**, after agreement from reception for the approximate departure time (**a maximum of 48 hours prior to your departure**). Our team will check the condition of the premises after your departure, and the security deposits (cheque or bank card) will be cancelled within 10 days. For this, the client must return the rental in an excellent state of cleanliness. If this is not the case, **the cleaning deposit** will be cashed by the campsite, and any item lost or broken during the stay will also be invoiced. If the client benefits from an **"End of stay cleaning" service (free or at cost)**, he/she must return the accommodation in a good general condition: the accommodation is tidy, kitchen and fridge clean, dishes cleaned and put away, wastebins emptied. If this is not the case, the campsite reserves the right to invoice the client an additional cleaning charge up to and including the amount of the full cleaning rate for the accommodation rented. The security deposit does not serve as a limit on liability. On the day of departure, after the specified period, the campsite reserves the right to invoice the client a penalty equivalent to one additional night, without the latter being able to claim the right to spend another night on site. Furthermore, the retaining a security deposit does not exclude the payment of additional damages in the event the costs are higher than the deposit amount.

9. CANCELLATION AND AMENDMENT:

In the event of a cancellation, we would ask you to advise us in writing as quickly as possible. Any cancellation request must also be confirmed with grounds, sent by registered letter to Le Camping La Pierre Verte. The date adopted for the cancellation to be binding on the client will be the date the registered letter was issued, the postmark serving as proof thereof.

In all cases, administration fees and any cancellation insurance fees will not be refunded.

9.1 CANCELLATION BY THE CLIENT:

For any cancellation, Le Camping La Pierre Verte shall apply cancellation fees according to the following scale:

Over **90 days before the arrival date: 10%** of the total rental amount and the related fees (administration fees, insurance costs, etc.) will be invoiced.

Between **60 and 89 days before the arrival date: 20%** of the total rental amount and the related fees (file administration fees, insurance costs, etc.) will be invoiced.

Between **30 and 59 days before the arrival date: 30%** of the total rental amount and the related fees (administration fees, insurance costs, etc.) will be invoiced.

Up to **29 days before the arrival date, and in the event of a no-show: 100%** of the sums paid will remain acquired by the Campsite.

No refunds will be issued.

9.2 CANCELLATION OR INTERRUPTION BY THE CLIENT, WITH INSURANCE:

If they wish, Le Camping La Pierre Verte clients can, at the time of booking, in addition to the cost of their stay, take out insurance with a COVID extension covering cancellation of the stay in particular.

This cancellation insurance is provided by SARL GRITCHEN TOLEDE & ASSOCIES, an insurance broker for Allianz IARD, it being specified that:

- The price of this Insurance is fixed **at 2.9%** of the cost of the stay.
- Clients taking out this insurance must contact **GRITCHEN AFFINITY** directly, the contact details for which are shown in the Insurance general terms and conditions, in the event of a claim likely to lead to a claim being made on the corresponding cover.
- Le Camping La Pierre Verte can in no event be held liable for the content of the Insurance cover, the implementation of the Insurance, responsibility for the claims made by clients or their compensation. The Insurance content (events covered, conditions, amount, excess, exclusions, implementation, etc.) is set out in the General Terms and Conditions framing the subscription of Insurance, available on www.campez-couvert.com

If the claim is provided for in the general terms and conditions, you must advise the insurer within 48 hours and provide all the necessary information and documentary proof. **In all cases, the fees relating to taking out Insurance will not give rise to a refund.**

9.3 CANCELLATION BY THE HOST:

If the cancellation is made by the host, without offering an equivalent substitution solution and except in the case of *force majeure*, you will receive an immediate refund of all sums paid. However, this cancellation cannot give rise to the payment of damages.

9.4 AMENDMENT:

Up to 30 days prior to arrival, the stay can be modified free of charge if necessary, in the opening period of the 2021 season. Any price difference between the old and new stay at the time of the amendment will be the client's responsibility.

As of 29 days before arrival and for any break that has already begun, the stay can no longer be amended without exceptional agreement in writing from the campsite.

10. GENERAL TERMS AND CONDITIONS OF THE STAY:

All holidaymakers shall be obligated to comply with the provisions of the **rules of procedure** displayed at the entrance to the establishment and in reception. The client shall be obligated to read these on his/her arrival and shall undertake to comply with such. If the rules of procedure are not followed, the host reserves the right to apply a penalty, up to and including exclusion from the establishment. The management reserves the right to refuse entry to any person not included in the booking. No reduction will be granted for early departure as a result of this. The rules for the swimming pool and lagoon are displayed at the entrance and must be followed by everyone. We would remind you that T-shirts, shorts, boxer shorts, wetsuits and burkinis are strictly prohibited in the swimming pool and lagoon, and that bracelets must be worn to access to the infrastructures throughout your stay. Children shall be the sole responsibility of their parents. A **"Civil Liability"** insurance is mandatory. The client shall be responsible for looking after his/her personal items (bikes, towels, shoes, etc.). The campsite shall accept no liability in the event of an incident relating to the client's civil liability. Every lead client shall be responsible for any problems or nuisance caused by the people staying with or visiting him/her.

11. PETS:

Pets are allowed in the campsite (*one single pet per rental/pitch*) at a fee to be paid when booking. Category 1 and 2 dogs are prohibited. When authorized, dogs must be kept on a lead at all times. They are prohibited beside the swimming pools, lagoon, in food shops and in the buildings. Dogs and cats must have an up-to-date vaccination record. Pet waste bags are available free of charge from reception. Every client is responsible for problems and nuisance caused by his/her pet.

12. GDPR:

The information you provide to us when making your booking will not be transferred to a third party. This information will be considered as confidential by the campsite. It will be used solely by the campsite's internal departments to process your booking and to reinforce and personalize communications by telephone, post or e-mail. In accordance with the [French] Data Protection Law of 6 January 1978, you have a right of access, rectification and objection regarding your personal data. To exercise these, simply make your request by post to the campsite's address, stating your surnames, first names and address.

13. IMAGE RIGHTS:

During the client's stay, the latter and his/her companions may be photographed or filmed for the campsite's advertising purposes. The campsite may use these images for a maximum period of ten years. The client is informed that it is his/her responsibility to inform the campsite in writing, as of his/her arrival, of any opposition to this practice.

14. MEDIATION OF CONSUMER DISPUTES:

Any complaint regarding non-compliance of the services with regard to the contractual undertakings may be made by registered letter to Le Camping **La Pierre Verte ****1880 RD 4 – 83600 FREJUS**.

In accordance with the provisions of the [French] Consumer Code regarding "the mediation process for consumer disputes", the client has the right to use the mediation service offered La **Pierre Verte**, without charge. The "Consumer law" mediator thus proposed is **MEDICYS**.

This mediation body may be contacted by:

- electronic channels www.medicys.fr ;

- or by post: MEDICYS - Centre de médiation et règlement amiable des huissiers de justice - 73, Boulevard de Clichy, 75009 – Paris

16. LIABILITY:

In accordance with the provisions of Article L.212-1 of the Consumer Code, La **Pierre Verte** commits to the compliance of its provisions and services. The client expressly acknowledges that La **Pierre Verte** cannot be held liable for any false and/or incorrect information provided by communications from its partners or any third party: in particular presentation photos, qualifications, activities, leisure facilities, services and opening dates, etc. All photos and text used in the brochure or on the La **Pierre Verte** website are non-contractual. They are for information purposes only.

Some activities and installations proposed by the campsite and shown in the description in the brochure may come to be withdrawn, especially due to weather conditions or in the case of *force majeure* as defined by the French courts. Le Camping La **Pierre Verte** shall be responsible for the correct execution of any obligations arising from the contract. However, Le Camping La **Pierre Verte** will be exempt from liability in the event the failure to execute or poor execution of the contract is down to either the client or to an unforeseen and unavoidable action by an external third party to the provision of the services set out in the contract and in the case of an event of *force majeure* defined in Article 1148 of the [French] Civil Code.

17. LANGUAGE USED

The language used for pre-contractual and contractual relations shall be French.

Classement **** (TOURISME) par arrêté préfectoral
du 07/08/2017 pour 430 emplacements
(300 mobil-homes et 130 emplacements de camping)
N° Siret 448 766 766 000 19 – APE 5530Z