

Terms and Conditions of Sale

Applicable from January 2025

DEFINITIONS :

Order or Reservation or Rental: Purchase of services

Services: Rental accommodations or camp pitches

Accommodations: tent, caravan, mobile and lightweight leisure homes

ARTICLE ONE – SCOPE OF APPLICATION

The present Terms and Conditions of Sale apply, without restriction or reserve to all rental accommodation or pitches on the premises of Camping Les Castors 17500 Saint Simon de Bordes (“The Provider”) to non-professional clients (“The Client”), on the website or as a direct sale “at the counter,” by post or by e-mail. The principal characteristics of the Services are detailed on the website: www.campingcastors.com

The Client is responsible for acknowledging them before placing any orders. The choice and the purchase of a Service are the Client’s responsibility. The Provider’s contact details are:

Camping les Castors
8 rue Clavelaud
17500 Saint Simon de Bordes
FRANCE

These conditions apply to the exclusion of all other conditions, in particular those applicable to sales via other distribution and marketing channels.

The Terms and Conditions of Sale are accessible at any time on the website and take precedence over any other version or contractual document.

Unless proved otherwise, the information saved into the Provider’s information system constitutes proof of all transactions concluded with The Client.

Accordingly with the conditions laid down by the European GDPR law on the protection of personal information, The Client holds the right to access, rectify, and oppose the whole of their personal information by proving their identity and writing to:

Camping les Castors
8 rue Clavelaud
17500 Saint Simon de Bordes
FRANCE

The Client declares having acknowledged the present Terms and Conditions of Sale and accepts them upon ticking the box provided for this purpose before placing an online purchase or on their reservation form or rental accommodation contract, as well as the conditions of use on the website: www.campingcastors.com

These Terms and Conditions of Sale can be modified at any time, the applicable version is that in place on the website at the date The Client places their order.

ARTICLE TWO – RESERVATIONS

- **The reservation of a bare pitch** can only be taken into account upon the reception of a deposit of 50% of the total cost of the stay: **25% at the time of the reservation and an additional 25% at most 30 days prior to the arrival.**

The total balance (the remaining 50%) is due in full the day of arrival. Additional incidental expenses must be paid at the latest the day before departure.

- **The reservation of a mobile home** can only be taken into account can only be taken into account upon the reception of a deposit of 50% of the total cost of the stay: **25% at the time of the reservation and an additional 25% at most 30 days prior to the arrival.**

The total balance (the remaining 50%) is due in full on the day of arrival. Additional incidental expenses must be paid at the latest the day before departure.

If the second deposit payment of 25% is not submitted to us by the date indicated, the campsite reserves the right to cancel the reservation and to re-rent the accommodation or pitch.

Management reserves the right to change the pitch or mobile home all the while respecting the category of what was reserved. Particular requests (ex. Pitch numbers or specific mobile homes, shade, full sun, etc.) must be notified at the time of reservation but are not a guarantee on our behalf. They are taken into consideration and we will satisfy them to the best of our ability and availability. If the request cannot be met, no complaint will be admissible.

Management reserves the right to offer mobile home rentals for a minimum number of nights: 2 in off-season and mid-season, and 3 during peak season, as well as a few other periods such as school and bank holidays.

It is the Client's duty to verify the exactitude of the Order and to immediately notify any errors.

The Order takes effect only once confirmation has been sent (email or post) and upon receipt of the fully completed and signed rental contract or reservation form accompanied by the requested deposit.

All Orders placed on the website: www.campingcastors.com constitute a binding contract concluded remotely between the Client and the Provider.

All Orders are nominative and can, under no circumstances be relinquished.

ARTICLE THREE – RATES

The Services offered by The Provider are done so according to the rates applicable on the website: www.campingcastors.com at the time of the registration of the Order by The Provider. The rates including sales tax at a rate of 10% or 20% applicable on the day they were set. The rates account for reductions that would be granted by the Provider. These rates are firm and non-negotiable during their period of validity, such as indicated on the website: www.campingcastors.com, the Provider reserves the right, outside of this period, to modify the rates at any time. They do not include handling fees, which are billed additionally, in the conditions on the website: www.campingcastors.com and calculated prior to placing the Order.

The payment required by the Client corresponds to the total amount of the purchase, including these fees.

An invoice is established by the Provider and given to the Client upon providing the services requested.

The amount of the stay is calculated in accordance with the dates mentioned on the rental contract or reservation form.

ARTICLE FOUR – PAYMENT

Payments made by the Client are only considered final once they have been collected.

For any reservation made less than 15 days prior to arrival, the total amount is due.

The non-payment of the remaining balance on the anticipated date nullifies the contract without previous notice. Any late payment will give rise to a 15% penalty fee applicable to the unpaid amount for damages. The Client acknowledges expressly accepting this clause.

Any modification of the VAT or tourist tax that occurs between the date of publication of the rates and the invoice of the stay, will lead to a corresponding modification of the price with tax or the tourist tax, which the Client accepts without reserve.

Furthermore, the Provider reserves the right to suspend or cancel the services requested by the Client and/or to suspend their obligations in the event of non-respect of the payment conditions listed above.

No additional fees greater than the costs incurred by the Provider may be billed to the Client.

ARTICLE FIVE – PROVISION OF SERVICES

5.1 PROVISION AND USE OF SERVICES:

Flexible arrival and departure dates (you can arrive or leave any day of the week).

-Mobile homes are available from **4pm to 7pm** on the day of your arrival (6pm during off season).

Upon arrival, you need to verify the inventory of goods and the state of the property being rented and inform us of any anomaly noticed within **24** hours. Outside of this delay, it may no longer be taken into account.

Rentals must be evacuated before **10am** on the day of departure. They must be returned in the same state of cleanliness as upon arrival.

In the event of a departure outside of reception hours, the campsite will carry out the exit inventory of the rented property on their own and the security deposits will be returned by mail at the latest **10** days following departure, or destroyed with prior consent from the Client.

-Pitches are available from **2pm to 7pm** on the day of arrival (6pm during off season). They must be evacuated before **12** (noon) on the day of departure. They should be left in the same state of cleanliness as upon arrival.

-5.2 SECURITY DEPOSITS:

5.2.1 An initial security deposit of 200€ per mobile home is required upon arrival and restituted at departure after an inventory of goods and property, in the event of deterioration of the property, a deduction can be made from this according to the state of the property. If the amount of reparations exceeds the amount of the security deposit, the Client commits to paying the amount after the inventory is completed. The Provider commits to providing the necessary documentation to prove the rehabilitation of the property. In the event of a non-amicable arrangement, the district court where the property is located will be in charge of the case.

5.2.2 A second security deposit of 45€ 55€ or 65€ depending on the category of mobile home reserved is required upon arrival to cover any cleaning fees. At the end of your stay, the rental property and its terrain must be returned in a perfect state of cleanliness. The cleaning of the property is the responsibility of the Client unless they have decided to opt for the end of stay Cleaning Service.

These deposits do not limit the responsibility of the Client and should not be considered by the Client as part of the payment of the account balance.

ARTICLE SIX – DELAYED, INTERRUPTED, OR CANCELED STAY BY THE CLIENT/THE PROVIDER

If you must delay your arrival or cancel your stay, please contact us as soon as possible by telephone as well as sending us written confirmation (email or return registered receipt). The date of the email or the postmark serve as proof for the date at which your request is taken into account and not the date of the phone call.

6.1 DELAY:

In the event of a delay for which we have not been informed, the rental is held for 24 hours after the arrival date. After this time, management reserves the possibility to make use of the rental property or pitch and the full amount of the stay is due, regardless of the reason for this delay.

Any modification to the initially agreed upon arrival or departure date that would shorten the stay should be attended to at the latest, three months prior to the initial arrival date. After this time, the amount due for the nights deducted will be billed to the Client.

6.2 INTERRUPTION DURING THE STAY

Once the stay has begun, there will be no reimbursement or deduction possible for early departures regardless of the reason (natural disasters, epidemics, illness, etc.).

6.3 CANCELLATION AND NO SHOWS

6.3.1 In the event of cancellation **more than three months** before the date of arrival, the deposit(s) is returned, minus the reservation fees, which are not refundable.

In the event of cancellation **less than three months** before the date of arrival, the deposit(s) made remain in our possession regardless of the reason.

In the event of cancellation of the reservation **less than 15 days** prior to the arrival date, or in the event of a no show on the date of the confirmed reservation, the deposit(s) remain in our possession and the total balance of the stay is due (minus the tourist tax) regardless of the reason.

6.3.2 Exception to paragraph 6.3.1, in the event that the Client would be forced to cancel the stay in its entirety due to government measures that would not allow the participants to travel (lockdown, travel bans, etc.) even though the campsite is able to host clients, the Provider will give a credit corresponding to the Client for the deposit(s) made, minus the reservation fees (Art. 3) which remain in the possession of the Provider.

This credit is non-refundable, non-transferable, and will be valid for **12 months** from the date of cancellation.

NO REIMBURSEMENT IS MADE BY THE CAMPSITE, ONLY THE CANCELLATION INSURANCE MAY INTERVENE.

Your rental contract contains information on the FFCC cancellation insurance policy and how to subscribe (or not) that we offer. The subscription form and the reimbursement details are attached to this mailing.

Please return the subscription form and payment directly to the FFCC, the address is indicated on the form.

6.3.3 In the event of repeat problems or disagreements with the Client, the Provider reserves the right to refuse future reservations from the Client.

ARTICLE SEVEN – CLIENT RESPONSIBILITY

7.1 CIVIL LIABILITY:

The Client hosted on a pitch or in a property must be insured by a civil responsibility policy. Proof of insurance can be requested prior to any services.

7.2 ELECTRIC VEHICLES:

It is **strictly forbidden** to recharge any electric or hybrid vehicles on the campsite electricity (electric terminals or mobile homes). Clients who do not respect this ban will be directly affected in the event of an insurance claim. Management reserves the right to press charges in the event of not following these rules.

7.3 ANIMALS:

Domestic animals are permitted under the responsibility of their owner and upon presentation of their current vaccination records. Category 1 and 2 dogs are not allowed (Art. L211-12 Code Rural et la Pêche Maritime).

7.4 CAMPSITE RULES:

Campsite rules are posted at reception and can be sent to the Client via email upon request.

The Client is responsible for acknowledging and following them.

ARTICLE EIGHT – PROVIDER RESPONSIBILITIES – GUARANTEE

The Provider guarantees the Client the services ordered in compliance with the provisions of the law and without additional costs, lack of conformity or hidden defects coming from a defect in the creation or carrying out of the ordered Services.

To assert your rights, the Client must inform the Provider in writing of the existence of hidden defects of lack of conformity in a maximal period of **5** days from the date of services rendered.

The Provider will reimburse, rectify or have rectified (as far as is possible) the services deemed defective in a reasonable period and at the latest **30** days following the observation by the Provider of the defect or vice. The reimbursement will be credited to the Client's bank account or sent to the Client by cheque.

The guarantee of the Provider is limited to the reimbursement of Services paid by the Client and the Provider cannot be considered at fault or responsible for any delay or consecutive non-execution upon the occurrence of a case of force majeure typically recognized by the French legal system.

The Services provided via the Provider's website: www.campingcastors.com are in accordance with the legislation in place in France.

ARTICLE NINE – RIGHT OF WITHDRAWAL

The activities tied to the organization and sale of stays at a specific date or period are not subject to the right of withdrawal period applicable to online sales.

ARTICLE TEN – PERSONAL DATA PROTECTION

The Provider, editor of the present document, implements the handling of personal data which have as legal basis:

- Either the legitimate interests of the Provider to pursue the following purposes:
 - Surveying
 - Managing client relationships and prospects
 - Organization, registration or invitation to Provider events
 - Treatment, execution, prospection, production, management, and tracking client inquiries and files
 - Drafting of acts for client accounts
- Or legal or regulatory obligations when pursuing the following purposes:
 - Prevention of money laundering or financing terrorism and fighting corruption
 - Billing
 - Accounting.

The Provider keeps the data for a duration necessary for the operations for which they have been collected as well as with respect to current legislation.

To this effect, the Client's data is kept during the period of the contractual relationship increased by 3 years for entertainment and surveying purposes, without prejudice to retention obligations or limitation periods.

In keeping with the prevention of money laundering and financing terrorism, data is kept 5 years after the end of the relationship with the Provider. For accounting purposes, it is kept 10 years from the date of close for the fiscal year.

Data from surveys is kept 3 years if no participation or registration for the Provider's events occurs. The data handled is designated for personnel authorized by the Provider.

In the conditions set out by the Data Protection Act and the European Data Protection Regulation, natural persons have the right to access, rectify, limit, transfer or erase the data collected on them.

Anyone concerned with the process implemented also has the right to oppose it any time, for reasons pertaining to their specific situation, to a processing of personal data by the Provider having as its legal basis legitimate interest as well as the right to an opposition to commercial marketing.

They also have the right to define their general and specific instructions defining the manner in which they choose for the above listed rights to be carried out after their death

- By email at: contact@campingcastors.com
- Or in writing to the following address: **Camping Les Castors** accompanied by a signed proof of ID

**8 rue Clavelaud
17500 Saint Simon de Bordes
FRANCE**

Anyone concerned may submit a claim to the CNIL.

ARTICLE ELEVEN – INTELLECTUAL PROPERTY

The content on the website www.campingcastors.com is the intellectual property of the Provider and their partners and is protected by French and International laws relative to intellectual property.

Any reproduction in part or in whole of this content is strictly forbidden and susceptible to constitute a crime of counterfeiting. Furthermore, the Provider remains the owner of all intellectual property copyrights of the following: photos, presentations, studies, drawings, models, prototypes, etc., (even upon request by the Client) for the purpose of providing Services to the Customer. The Client refuses any reproduction or use of the aforementioned studies, drawings, models, prototypes, etc., without prior written consent from the Provider may be subject to financial compensation.

ARTICLE TWELVE – APPLICABLE LAW – LANGUAGE

The present Terms and Conditions of Sale and the operations which result from it are subject to French law.

The present Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text is applicable in the event of conflict.

ARTICLE THIRTEEN – CONFLICT

In keeping with the present Terms and Conditions of Sale, any conflict from which the purchase operations or sales concluded, concerning their validity, interpretation, execution, termination, consequences and follow-ups and which could not have been resolved between the Provider and the Client will be submitted to the local court under the local rule of law.

The Client is informed that in the case of dispute they may resort to a conventional mediation procedure or any other alternative conflict resolution method.

They may contact the following mediator for free:

or by email at: cm2c@cm2c.net

**CM2C
14 rue Saint Jean
75017 Paris
FRANCE**

ARTICLE FOURTEEN – PRE-CONTRACTUEL INFORMATION – CLIENT ACCEPTANCE

The Client acknowledges having had communication previous to placing their order of the Terms and Conditions of Sale, in a clear and understandable manner and of all the information relative to the articles L111-1 to L111-7 of the consumer code, aside from the required information in application of the October 22 2008 decree relative to prior consumer information on the characteristics of rental properties in the open-air hotel industry and in particular:

- The characteristics essential to the Services, taking into account the type of communication used and Services concerned;
- The price of Services and additional fees;
- The information relative to the identity of the Provider, their address, telephone number, electronic contact information, their activities, if they do not exceed the context;
- The information relative to legal and contractual guarantees their implementation modalities; the functions of digital content, and if applicable its inoperability;
- The possibility of recourse in the event of conflict via conventional mediation;
- The information relative to cancelation and other important contractual information.

For a natural or legal person to order on the website www.campingcastors.com carries full adhesion and acceptance of the present Terms and Conditions of Sale, which is expressly acknowledged by the client who waives the right to rely on any contradictory document which would be unenforceable against the Provider.