

**GENERAL TERMS AND CONDITIONS OF SALE**  
**Camping accommodation or pitch booking by private individuals**  
**« Camping Les Pommiers » \*\***  
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www.camping-les-pommiers.com

**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 Pommiers campsite to non-professional clients on its website [www.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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.

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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) or, if the booking was not made on the internet, by any other appropriate means.

**ARTICLE 2 – RESERVATIONS**

Booking are only made with the booking form, after agreement of the Campsite and within the limit of the availability. The present form must be returned, signed with the deposit , no later than 4 days after the date it was sent to you. After this deadline, the option will be cancelled.

Once received your booking and your deposit, within the limit of available places, confirmation of booking will be sent.

All rentals are exclusively nominative and can't be sold or rent. Any unregistered person to the rental agreement will not be authorized to stay without the agreement of the campsite management staff. Minors must be accompanied by their parents or legal guardians.

Emplacement and Mobile Home occupying people can't exceed maximum authorized capacity, 6 people for an emplacement and from 4 to 6 people for a mobil home according to the category specified at the end of the contract.

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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) information or communication medium.

These prices are final and not revisable during their validity period, as provided for on the website [www.camping-les-pommiers.com](http://www.camping-les-pommiers.com) , 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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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 at the end of the stay at his demand.

The campsite reserves the right to change the rates at any time. Stays will be invoiced on the basis of the rates in force on the day of booking, subject to availability. It is advisable to check the applicable rate by contacting the campsite directly.

Offers and promotions are not retroactive and cannot be combined.

#### 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 . This tax must be paid when paying for the Service and is shown separately on the invoice.

### ARTICLE 4 - CANCELLATION INSURANCE

You have the possibility to insure your stay with the insurance Campez Couvert , insurance specialized in the activity of outdoor hotel. A reliable and easy-to-use insurance allowing you to be reimbursed the amount of your stay in case of unforeseen events before and during your stay. Known as Camp Out Cover Covid-19, the amount represents 3% of your total stay. **The website : [wwwcampez-couvert.com](http://wwwcampez-couvert.com)**

### ARTICLE 5 - PAYMENT TERMS

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client.

**5.1.** For an emplacement a 30% of the total services ordered price must be paid at booking (within a minimum of 45€ ). The balance is payable on arrival, before settle in the emplacement.

A 20€ deposit will be asked you on arrival for the swipe card allowing entry and exit of the campsite. It will be payed back on return of it on your departure.

**5.2.** For a mobil home, a 30% deposit of the total services ordered price must be paid at booking. The balance is payable 30 days before the arrival, without being reminded. Without the payment of the balance before the deadline, the campsite management staff reserve his right to cancel the booking and the previously paid deposit will remain acquired. The payment of the advance and\or the balance of the stay can be done by CB, bank transfert.

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.

#### 5.3. 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 6 – EMPLACEMENT AND MOBIL HOME ALLOCATION

**6.1. Your pitch** will be attributed only on the arrival day. The arrivals are expected after 12 am and the departures before 12 am.

**6.2. Your Mobile home** will be attributed only on the arrival day according to the reserved category. Arrivals are made after 16 pm and departures before 10 am.

## ARTICLE 7 - 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).

### 7.1. 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.

### 7.2. INTERRUPTION

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

### 7.3. CANCELLATION

If a Client cancels a Booking after it has already been accepted by the Service Provider more than 30 days at least before the scheduled date of arrival, for any cause whatsoever other than force majeure, the advance payment made for the Booking, as defined in article 5 - **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 case of cancellation less than 30 days before the scheduled date of arrival, all of the price of the stay will be due.

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

You can take an optional Cancellation and Interruption insurance in your rental contract. Our partner Gritchen Affinity will refund all or part of the stay only to customers that have purchased Campeze Couvert insurance. In case of cancellation, please notify the campsite of your cancellation as soon as an event occurs that prevents your departure, by letter or by email. If the claim is covered in the general conditions (available at [www.campez-couvert.com](http://www.campez-couvert.com) or from the campsite), please notify the insurer within 48 hours and provide all the necessary information and supporting documents.

### 7.4. CANCELLATION IN THE EVENT OF A PANDEMIC

**7.4.1.** 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 .

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

**7.4.2.** Notwithstanding the provisions of article **7.3 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 a refund of the amounts paid in advance

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.

**7.4.3.** Notwithstanding the provisions of article **7.3 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 another stay or the issue of a non-refundable credit note valid for 12 months.

**7.4.4** - If the Client subscribes to a specific insurance covering the risks listed in Article 7.4.2 the insurance compensation received by the Client will be deducted from the amount of the refund.

If the Client subscribes to a specific insurance covering the risks listed in Article 7.4.3 the insurance compensation received by the Client will be deducted from the amount of the credit note.

## **ARTICLE 8 - OBLIGATIONS OF THE CLIENT**

### **8.1. Equipments and installations of the campsite**

They must be used according to their ordinary use. Any damage of premises, loss or destruction of the movable elements which furnish the accommodations or the buildings of common accesses engages by rights the responsibility of his author. The customer tenant titular of a renting accommodation or emplacement is personally responsible for all the damage, losses or damages, done both to the accommodation and to all building of the campsite, committed by the people who stay with him or who visit him.

### **8.2. 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.

### **8.3. PETS**

Pets are permitted, under their owners' responsibility. **A single animal is admitted by emplacement on the condition of having been declared during the booking**, not damaging the tranquillity and the safety of the residents, respecting the elementary rules of hygiene and the integrity of the installations. He must be kept on a lead and his vaccination certificate up to date must be able to be presented. Pets are not admitted in toilets. The dogs of category 1 and 2 (pitbull, rottweiler...) are not accepted on the campsite.

Animals are authorized only in certain rents of mobil homes. The animals doesn't stay alone in the campsite.

### **8.4. DEPOSIT**

A 300€ deposit for a rent of mobil home must be paid by the tenant before his arrival on line in a security web site for possible damages and will be restored after 5 days. The rent must be cleaned by yourself. A 80€ lump sum will be retained if the rent is not returned in the best state of possible cleanliness or if the tenant had smoked inside the mobil home. The depiction of keys is only made on Saturdays mornings from 9 am till 10 am in high season.

### **8.5. CAMPSITE REGULATIONS**

**8.5.1** 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.

**8.5.2** Disorders and nuisances: each titular tenant is responsible for disorders and nuisances caused by the people who stay with him. When a resident disrupt the tranquillity or cause nuisances to the other residents or affect the safety of building or installations, it can be put an immediate term and without compensation of his stay, without prejudice to requests that could be done for repairing that the Campsite and the third parties could claim.

## **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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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 - RESPONSABILITY**

The responsibility of the campsite, beyond its liability is not committed in case of theft, loss or damage, of whatever nature, during or after a stay. Nuisances due to the natural phenomenas (weather report, mosquitoes, aphids, ...) Breakdown or discontinuation of the technical equipments, breakdown or closure of installations of the campsite. Punctual measures, taken by the campsite management staff of the campsite, to restrict access to certain installations, required in the respect for safety standards or for periodic maintenance, The campsite expressly reserves the right to modify the conception and the realization of the campsite.

#### **ARTICLE 14 - 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:

- electronic: [www.cm2c.net/contact](http://www.cm2c.net/contact)
- or by post: CM2C 14 rue Saint Jean 75017 Paris

#### **ARTICLE 15 - 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.camping-les-pommiers.com](http://www.camping-les-pommiers.com) 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.