

General Conditions of sale

DEFINITIONS:

COMMAND or BOOKING: Buying of services

SERVICES: Rental of campsite

ACCOMMODATION: Tent, caravan, mobile home.

FIRST ARTICLE - FIELD OF APPLICATION

These general conditions of sale are applied with no restriction and no reserve to any rental of a rental or pitch on the Camping Le Beauville managed by SARL DESIR CAMP ("Service provider") to non professional clients ("The Client or Clients") on its website www.camping-la-rochelle.com. The main features of the services are presented on the website www.camping-la-rochelle.com.

The Client has to take knowledge of these before making orders. The choice and buying of a Service is the client's only responsibility.

Contact details are : Camping Le Beauville 3 rue du Treuil Gras 17138 PUILBOREAU.

These conditions are applied, exclusive of other conditions, in particular the ones applicable by others commercial networks of the Services.

These conditions are accessible anytime on the website and prevail, if need be, on any other version or any other contracting document.

Except contradictory evidence, data registered on the informatic system of the service provider represent a proof of the transactions concluded with the Client.

In the terms defined by the law *Informatique et libertés* and the European regulations about data protection, the client has, any time, an access right, rectification, and opposition for his personal data by writing by mail and by justifying his identity to : Camping Le Beauville 3 rue du Treuil Gras 17138 PUILBOREAU.

The Client declares taking note about these general conditions of sale and accepts them by checking the box before the booking procedure as well as the general conditions of use of the website www.camping-la-rochelle.com.

These General Conditions of Sale are subject to subsequent changes, the applicable version during the command process staying the one published on the website at the date of the sale.

ARTICLE 2 - RESERVATION
The Client selects the desired services, according to these modalities :

The Client selects the desired service (rental, pitch and extras) making sure the dates are correct. The booking obligatory involves the payment of a first part or the totality of the stay if this one is less than 1 month at the date of the command. The Client is responsible of the selected elements. The Booking is considered as definitive only after the sending of a confirmation by the Service Provider, by email.

It is up to the Client to check the exactitude of the Command and to report immediately any mistake.

Every Command made on the website establish a booking contract conclude by distance between the Client and the Service Provider.

Every Command is nominative and can't, in no way, be assigned (article 3)

ARTICLE 3 - PRICES
Services proposed by the Service Provider are furnished at the current rate on the website www.camping-la-rochelle.com, throughout the registration of the command by the service provider. Prices are in euros, excluding or including taxes, with a tax rate of 10% applicable at the day they were fixed. Any subsequently change of the tax rate, occurring between the moment the prices were fixed and the billing of the stay will lead to a correlative change of the including tax price. This leads to the unconditional acceptance of the client.

Prices consider eventual discounts that are decided by the Service Provider on the website www.camping-la-rochelle.com. Prices are firm and non-revisable during their validity period, as indicated on the website www.camping-la-rochelle.com, the Service Provider reserves the right to change prices any time out of this validity period.

They do not include booking fees, charged after the selection of the services, in the conditions indicated on www.camping-la-rochelle.com and calculated beforehand on the command process, as well as the local tax and the cancelling insurance.

OCCASIONAL FLEXIBILITY OFFERS: Applicable only as part of occasional flexibility by night offers, communicated on the website www.camping-la-rochelle.com and only applying on booking by the pop up link, conditions of sale are :

- Payment of the total of the command when booking ;
- Cancellation conditions up to 24h before arrival (before 3PM). Refund will be made. In case of cancellation less than 24h (after 3PM) before arrival or non presentation to the campsite, 100% of the payment will be kept by the Service Provider as cancelling fees.

An invoice is established by the Service Provider and given to the Client the date of the beginning of the stay.

3.1. LOCAL TAX
The local tax, collected by the urban community is not included in prices. The amount is per night and per adult more than 18 years old and is different according to destination. Its amount can be changed anytime without notice by the urban community. Its amount is 0,66 € / night / person more than 18 years old for 2021. It is to be paid at the booking.

ARTICLE 4 - PAYMENT CONDITIONS
4.1. ADVANCE PAYMENT
An advance payment of 30% of the total price of the command + 18 € of booking fees+ 3.9% of the total amount for cancelling insurance (if subscribed) is required at the. It will have to be paid directly when receiving the reservation contract form and attached to the copy of the booking contract. It must be paid at most 8 days after receiving the mail or directly by booking on the website. It is deducted of the amount of the stay but is not refundable by the Service Provider in case of cancelling (except intervention of the cancelling insurance if subscribed by the Client and if the risk is assumed). The balance of the stay must be paid 30 days before arrival (which can invalidate the booking).

4.2. PAYMENTS
Payments made by the Client are considered as definitive after collection of the amount dues by the Service Provider. In case of delay payment or payment beyond the above quoted delay, and after the date of payment indicated on the invoice, delay penalties will be calculated at the annual rate of 10% of the service price including tax amount and will be automatically acquired in full right to the Service Provider, with no further procedures nor prior formal notice. Late payment will lead to the immediate payment of the sums due by the Client, with no further procedure of other action that the Service Provider would be in his right to initiate, against the Client.

4.3. NON-RESPECT OF PAYMENT CONDITIONS
Furthermore, the Service Provider reserves the right, in case of non respect of the payment conditions above, to suspend or cancel the Service provision booked by the Client and/or suspend the execution of his obligations.

4.4. PAYMENT METHODS

Payment can be made by bank transfer or credit card. Payments by cheque are not accepted less than one month before arrival. No additional charges superior of the cost incurred by the Service Provider for the use of a payment can not be invoiced to the Client.

ARTICLE 5 - PROVISION OF THE SERVICE

5.1. PROVISION AND USE OF SERVICE PROVISION

The rental can be occupied from 3PM the day of arrival and freed before 10AM the day of departure. The pitch can be occupied from 2PM the day of arrival and freed before noon the day of departure. Rentals and pitches are intended to receive a determinate number of people and can be occupied by more people than expected. Rentals and pitches must be restored in the state of cleanliness and tidiness as upon arrival. In default, the Client will have to pay a forfeit amount of 75 € for cleanliness. All degradation of the rental or its accessories will lead to the immediate reconditioning charged to the Client. The inventory at departure must be the same as the day of arrival.

5.2. DEPOSIT

For rentals, a deposit of 260 € is required to the Client on day of arrival as is given back at the end of the stay deducting eventual reconditioning fees. The deposit is obligatory made by imprint of credit card non cashed. This deposit is not a limit of responsibility.

ARTICLE 6 - LATENESS, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT

No discount will be accepted in case of late arrival or early departure or change of number of people (for the totality of the stay or one part of the stay).

6.1. MODIFICATION

In case of modification of the dates and number of people, the Service Provider will endeavor to accept as possible the request for change of date according to the availability without extra charges. All request to shorten the stay will be considered by the Service Provider as a partial cancellation which consequences are regulated by the article 6.3

6.2. INTERRUPTION

An early departure does not lead to refund from the Service Provider, (except intervention of the cancelling insurance if subscribed by the Client and if the risk is hedged)

6.3. CANCELLATION

6.3.1 In case of cancellation or interruption of the stay by the Client, no refund will be accepted, the payments done are full right acquired to the Service Provider, except if the Client has subscribed the cancellation and interruption insurance with the insurance company *Campex Couvert, Gritchen Affinity Tolédés et Associés, ORIAS 11061317 77L 0248659395 Fax 0956243233 RCS Bourges Loisir Assurances*, which conditions and terms are visible on the website www.camping-la-rochelle.com and which have been sent by the Service Provider throughout the sending of the confirmation of the booking. It is up to the Client to subscribe this insurance.

In any case of cancellation, booking fees are acquired to the Service Provider.(article 3)

6.3.2 COVID 19 In case of cancellation of the stay justified by the fact one participant to the stay is directly or indirectly affected by COVID 19 (infection or contact case); and that the situation influences the participation to the stay, no refund will be accepted, the payments done are full right acquired to the Service Provider, except if the Client has subscribed the cancellation and interruption insurance with the insurance company *Campex Couvert, Gritchen Affinity Tolédés et Associés, ORIAS 11061317 77L 0248659395 Fax 0956243233 RCS Bourges Loisir Assurances*, who proposes a COVID extension to the guarantee, which conditions and terms are visible on the website www.camping-la-rochelle.com and which have been sent by the Service Provider throughout the sending of the confirmation of the booking. It is up to the Client to subscribe this insurance.

In any case of cancellation, booking fees are acquired to the Service Provider.(article 3)

6.3.3 By way of derogation from paragraph 6.3.1, in the event the Client is obliged to cancel the stay due to government measures forbidding the participants of the stay to travel (which would forbid local confinement, travel ban), while the campsite is able to fully implements its obligation to receive clients, the Service Provider will issue a credit note corresponding to paid amounts by the Client, deducting booking fees (article 3) that are acquired to the Service Provider.

This credit note, non refundable and non assignable will be valid until the calendar year end.

ARTICLE 7 - RESPONSIBILITY OF THE CLIENT
7.1. CIVIL LIABILITY
The Client staying on the campsite on a pitch or in a rental must obligatory be insured with a civil liability. An insurance certificate can be asked on arrival.

7.2. ANIMALS
Pet animals are accepted, under their owners' responsibility. They are accepted with forfeit available established by the Service Provider and terms are visible on the website www.camping-la-rochelle.com. Dogs of 1st and 2nd categories, according to article L 211-12 du code rural et de la pêche maritime, are forbidden.

7.3. RULES OF PROCEDURE
Rules of procedure are posted at the entrance of the campsite and at the office. The Client must take note of it and must respect it.

ARTICLE 8 - RESPONSIBILITY OF SERVICE PROVIDER - GUARANTEE
The Service Provider guarantees the Client, in accordance with the legal and statutory requirements and with no supplementary payment recognized in French jurisdiction or hidden defect, providing from a design defect or achievement of the Services ordered.

In order to preserve its rights, the Client must inform the Service Provider, in writing, about the existence of hidden defects or design defects in a delay of 24h maximum at the time of the provision of the Service.

The Service Provider will refund or rectify or will make rectify (as far as possible) the services that have been judged as defective in the best delays and at most 2 days after the observation by the Service Provider of the defect. The refund will be made by credit on the bank account of the Client.

The Service Provider's guarantee is limited to the refund of the Services paid by the Client and the Service Provider can not be considered as responsible or defaulting for delays or non execution due to case of force majeure or exceptional circumstances usually recognized in French jurisprudence.

Services provided by the website www.camping-la-rochelle.com of the Service Provider are in accordance with the current regulations in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organization, management and sale of tourist stays on a determinate date or a specific period are not subject to a right of withdrawal applicable by distance selling.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider, writer of these, applies personal data processing that have for legal basis :

• Either legitimate interest of the Service Provider when ending finalities as : prospection- commercial relationship with clients and prospects-organization-registration or invitation to event-transport-execution-production-management-clients' requests tracking

• Either the respect of legal obligations when ending finalities as : prevention of money laundering and terrorism funding, fight against corruption-invoicing-accounting.

The Service Provider keeps personal data for the necessary delay of operation for which they have been collected in respect of applicable regulations.

For this purpose, the data are kept for the delay of contractual relationships increased of 3 years for prospection, animation finalities, without prejudice of the retention obligations or the limitation period.

In the prevention of money laundering and financing of terrorism, data are kept 5 years after the end of the relationship with the Service Provider. In the case of accounting, they are kept 10 years from the closing day of the accounting year.

Prospects' data are kept for a delay of 3 years if no participation or registration to the events of the Service Provider are done. The treated data are destined to the authorized people by the Service Provider.

In conditions legally prescribed by the Database and Privacy law and the European regulations, private persons have the right of access to their data, a right of rectification, interrogation, limitation, portability and deleting.

Concerned people by these treatments also dispose of a right to be opposed any time, for reasons according to their personal situation, to the treatment of a personal data having for legal basis a legitimate interest of the Service Provider, as well as a right of opposition and commercial prospection.

They also dispose of the right to define general and particular instructions which define the way they have to be exercised, after their death, the rights mentioned above :

By email at this address : contact@camping-la-rochelle.com or by post at this address : ROQUAN Christian SARL DESIR CAMP 3 rue du Treuil Gras 17138 PUILBOREAU accompanied of a copy of a signed identity card.

People concerned have the right to submit a motivate notice of objection at the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website www.camping-la-rochelle.com is entire property of the Service Provider and his partners and is protected by French laws and International laws relative to intellectual property. Any total or partial reproduction of the content is strictly prohibited and may constitute an infringement of said laws.

Therefore, the Service Provider remains the sole owner of all intellectual property rights on the photos, presentations, studies, drawings, models, prototypes etc... Made (even on the Client's request) so as to provide Services to the Client. The Client thus refrains any reproduction or use of these studies, drawings, models etc, without the express and written authorization of the Service Provider who can ask a financial compensation.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE
These General conditions and all legal relations are submit and governed by French law. These Conditions of Sale are edit in French language. In the case they are translated in other language, only French version shall be the only authoritative text in the event of a dispute.

ARTICLE 13 - DISPUTE
All disputes to which the purchase and sale transactions concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not have been resolved between the Provider and the customer will be submitted to the competent courts under the conditions of common law.

The Client is informed that he may in any event have recourse in the event of a dispute, to a conventional mediation procedure or any other alternative mode of dispute settlement. He may have recourse free of charge to the following Consumer Mediator :

CM2C - 14 rue St Jean 75017 PARIS cm2c@cm2c.net 06 09 20 48 86

ARTICLE 14 - PRECONTRACTUAL INFORMATION - ACCEPTANCE OF THE CLIENT
The Client acknowledge being informed, before the booking, of a legible and understandable form, of these general conditions and as well as information provided for in articles L 111-1 à L 111-7 of the Consumer Code, in addition too the Service information required in application of the decree of 22nd October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation on campsites and in particular :

Essential characteristics of the Service, taking into account the communication medium used and the concerned Service ;
The price of the Service and extra costs ;
Information relating to the identity of the Service Provider, its postal, telephone and electronic contacts details and its activities, if it is no 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 resorting to conventional mediation in the event of a dispute; information relating to the terms of termination and other important contractual conditions.

The fact for a private person (or legal) to order on the website www.camping-la-rochelle.com implies full and complete acceptance of these conditions of Sale, which is expressly recognized by the Client, who in particular waves the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

No discount is applied - Rate of penalties in the absence of payment : 10 % per year, exact basis/360J in addition, a lump sum indemnity for recovery costs is set at 40 € by decree n°2012-1115 of October 2, 2012, due to the creditor in the event of late payment, in accordance with Article 121-II of Law n°2012-387 of March 22, 2012