



LE BEAULIEU

HOTEL DE PLEIN AIR ★★★★★

LA ROCHELLE

Camping Le Beaulieu

3 rue du Treuil Gras 17138 PUILBOREAU
05 46 68 04 38 - contact@camping-la-rochelle.com

BOOKING CONTRACT 2023

Surname : **Firstname :** **Date of birth :**

Address : **Postcode :**

Town : **Country :**

Mobile n° : **E Mail :**

Car registration : **Vehicle brand/color :**

Your stay **Date arrival :** **Date departure :**

SURNAME	FIRSTNAME	DATE OF BIRTH	BIRTHPLACE	ANIMALS
				Number : Pitch : 2 max Rental : 1 max forbidden in Privilège range 1st and 2 nd categories forbidden Vaccination card <u>obligatory</u> on arrival Race : Tattoo number :

Pitch

Max 6 ppl. Arrival from 2PM Departure before noon

Forfeit A Entrance of campsite

Tent Caravan / Camping car
Lenght :

Forfeit B Standard

Tent Caravan / Camping car
Lenght :

Electricity 10AMP

Extra vehicle (inside parking only)

Top fridge rental (subject to availability)

Shelter obligatory, 3 nights at least, Deposit of 150 €

Rental

Non smoking. Arrival from 3PM Departure before 10AM

1 bedroom - 2 ppl

Éco (semi attached) **Classique**

2 bedrooms - 4 ppl

Confort **Premium** (disabled people) **Privilège**

2 bedrooms - 4 ppl - no sanitary

Insolite **Bungalow Toilé** (no TV, no heating)

3 bedrooms - 6 ppl

Familial **Familial Privilège**

Cleaning forfeit (100 € at least)

Extra vehicle (inside parking only)

Baby chair **Baby bed** (subject to availability for both)

Deposit : 260 € / rental by credit card. Non cashed

Groups - firms - association 1000 € by credit card. Non cashed

Payment

Advance payment

30% total amount€

Booking fees 18 €

Cancellling insurance 3,9 % total amount €

No canceling insurance

TOTAL€

REMINDER : Balance of the stay is to be paid 1 month before arrival. Without payment, the stay is cancelled and the amounts paid are not refundable.

Payment method

Credit Card by phone or on website

Bank transfer

IBAN : FR7630004003030001036823174

BIC BNPAFRPPXXX

I declare being adult, to have read and accept the conditions of booking, accept the rules and regulations.

Date and signature preceded by "Read and approved" :

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 SAS 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 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 2023. 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 partiality 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 THE SERVICE

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 100 € 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 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 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 T7L 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.

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 T7L 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.

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 in a delay of 24h maximum at the time of the provision of the Service.

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, the absence of 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 as usualy 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: prospectation-commercial relationship with clients and prospects-organization-registration or invitation to events-treatment-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 prospectation, 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 prospectation.

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 mail at this address: contact@camping-la-rochelle.com

By post at this address: ROQUAN Christian SASL 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 terms and 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 1111-1 à L 1111-7 of the Consumer Code, in addition too the 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

Rules and regulations

1. Admission requirement

To be allowed to penetrate, to remain and settle in the campsite, it is necessary to be authorized by the manager or its representative. He has to make sure of the good behavior and the good order of the campsite, as well as the respect of the application of these rules of procedure.

Staying in the campsite implies the acceptance of these rules and regulation and the commitment to conform to it. No one can take up residence in the campsite.

2. Formalities

Minors who are not accompanied by their parents are not allowed to stay in the campsite.

In application of article R. 611-35 of code de l'entrée et du séjour des étrangers et du droit d'asile, the manager must make sur the client of a foreign nationality fills an individual form of police informing of name, first name, date and place of birth; nationality; address. Children aged under 15 years old can be added on one's parent form.

3. Installations

The equipment must be settle on the indicated pitch according to the manager's instructions or his representative.

4. Reception

The office is situated at the entrance of Camping Le Beaulieu, rue du Treuil Gras. Hours of opening change according to the period of the year. They will be posted on information boards, at the entrance of the office and on the website. All information about our services, about possibilities of shopping, sport equipment, touristic sites or other useful information can be found at reception. A register intended to receive complains and suggestions is at the client's disposal at reception.

5. Bill Posting

These rules and regulations are posted at the entrance of the campsite and at the office. It can be given to any client claiming it. For the classed campsites, the category of the class with the tourism leisure mention and the number of tourism or leisure pitches are stated. The prices of the different extras are communicated to the client in the conditions fixed by decree of the Minister charged of consummation and available for consulting at the reception.

6. Departure formalities

Clients must inform the reception of their departure the day before. Clients leaving before the opening must pay their stay and extras at latest the day before. If one more nights are required, these ones must be payed at latest the day before leaving. The clients must inform if they want extra nights before the planned departure.

7. Noise and silence

Clients must avoid noise and discussions that could disturb neighbors. Sound devise must be regulated consequently. Vehicle doors must be as discreet as possible.

Unrestrained animal are not accepted. They must not stay alone on the campsite, even locked up in the absence of their masters who are responsible.

Visitors entering the campsite with vehicles with two rear wheels must shut down the vehicle at the entrance of the campsite for others' respect. The manager makes sure of the tranquility of clients and asks that silence must be total between midnight and 7am. Dangerous behaviors, disruption of tranquility, noise and state of drunkenness will lead to a non extension of the contract and the breach of the current one.

8. Visitors

Visitors are only allowed to penetrate in the campsite after the permission of the manager or his representative, staying under the responsibility of the people receiving them.

Installations are accessible to the visitors. Therefore the use of these installations can be charged according to a price that must be posted at the entrance of the campsite and at reception. Vehicles of visitors are forbidden inside the campsite.

9. Circulation and parking of vehicles

A gate system is installed at the entrance and the exit of the campsite. The access is only by registration car number reading by a camera in order to limit the number of vehicles on the pitches. Only **one** pitch is authorized per pitch.

To enter a second vehicle, the client must inform the office, pay the extra cost and will be able to park **only** on the inside parking.

Inside the campsite, the speed is limited to **10km/h maximum**.

No circulation between 11PM and 7PM

Only vehicle belonging to clients can circulate inside the campsite. Parking is forbidden on the pitch occupied by rentals except if a place of parking is provided. Parking must not hinder circulation.

The entrance gate is open from 7AM to 11PM. If clients arrive after 11PM, the vehicle must park on the entrance parking.

10. Apparence of installations

No installation will be authorized without acceptance of the staff. Each one is held to abstain from any action which could harm cleanliness, hygiene and aspect of the campsite. It is forbidden to throw gray waters on the rounds. A chemical toilet is at disposal. Wastes, garbage, papers, must be thrown in the provided area. Washing is forbidden except in the provided area. Washing of caravans or vehicles is forbidden. Spreading clothes is authorized in the common area provided. No use of trees allowed. Floral decorations and plantations must be respected. It is forbidden to cut trees, plants ... Or to delimit the pitch with personal installations. Any damage will be charged to the client. When leaving, the pitch must be in the same aspect that it was when the client arrived. In case of deterioration of the pitch a forfeit of 100 € will be charged particularly when parking on muddy pitch. It is strictly forbidden to charge your electric vehicle. In case of violation, a forfeit of 80 € will be charged.

11. Security

a) Fire

Open fires (wood, coal, etc.) are rigorously prohibited on pitches. 2 collective barbecue zones are at disposal (near sanitary and tennis court). Les réchauds doivent être maintenus en bon état de fonctionnement et ne pas être utilisés dans des conditions dangereuses. Camping stoves must be maintained in good operating conditions and not be used under dangerous conditions.

Only gas or electric camping stoves or barbecues are accepted.

In case of fire, warn the office immediately. The extinguishers are at the disposal of all.

A **first-aid** kit is at your disposal at the office.

b) Theft

The direction is responsible of the objects deposited at the office and has a general obligation of watching on the campsite. The client keeps the responsibility for his own installation and must announce to the person in charge the presence for any suspect person. Although guarding is assured, the users of the campsite are invited to take the usual precautions for the safeguard of their material.

12. Games

No violent or disturbing games can be organised near the installations.

The children club cannot be used for turbulent activities

The swimming pool area inside the campsite is only accessible for the clients. A regulation is at your disposal at the swimming pool area.

Parents are responsible of their children.

13. Cravan storage

No unused material can be left on the campsite without the authorization of the manager and only on the place planned.

This extra is charged.

14. Animals

Animals of 1st and 2nd categories are strictly forbidden. Only cats and dogs kept on a lead, vaccinated, tattooed are accepted with extra cost up to 2for a pitch and 1 for a rental(forbidden in Privilège range) The vaccination card is obligatory at the entrance. We remind that for hygienic reasons and other's respect, droppings must be picked. It is forbidden to feed wandering cats and dogs.

15. Pool

Bands given on arrival are OBLIGATORY. The pool is only accessible for the clients. Swimming trunks or lycra bower are obligatory. Shorts are FORBIDDEN; Children are under their parent's responsibility. It is forbidden to eat, drink, smoke inside the aquatic area. Personal effects are under their owner's responsibility and must not stay around the pool when leaving the area.

16. Violation of rules

In the case a client would disturb the other clients or would not respect the present rules and regulations, the manager or his representative will be able orally or in writing, if he considers it necessary, give notice to stop the trouble.

In case of serious or repeated violation of these regulations and after formal notice, the contract can be terminated.

In case of penal violation, the manager can call police force.

In case of litigation and after informing the customer service of the campsite, every customer has the possibility to take to mediation of consumption, in a delay of one-year maximum departing from the date of the written complaint by recorded delivery to the campsite. The contact details of the consumption mediator CM2C - 14 rue St Jean 75017 PARIS cm2c@cm2c.net
06 09 20 48 86