General Terms and Conditions of Sale – Camping La Sténiole (full revised version)

### **General Terms and Conditions of Sale**

Camping La Sténiole

GB

# 1. Purpose

These General Terms and Conditions of Sale (GTCS) define the rights and obligations of the parties regarding the rental of bare pitches and/or rental accommodations at Camping La Sténiole.

By booking a pitch or accommodation, the client acknowledges having read and accepted these GTCS.

#### 2. Services - Prices

# **Bare pitches:**

A pitch includes:

- rental of the pitch,
- reception for 2 people,
- possible installation of 1 tent + 1 vehicle, or 1 caravan + 1 vehicle, or 1 motorhome,
- access to reception facilities, activities, and sanitary facilities.

Additional charges (extra person, extra tent, extra vehicle, pets, etc.) are not included in the above packages and will be added.

There are 2 types of bare pitches:

- Comfort Package: pitch with electricity.
- **Premium Package:** pitch with private sanitary and kitchen facilities. A €100 deposit will be requested upon arrival by bank card, which will be refunded at the end of the stay and no later than 15 days after departure. However, we reserve the right to retain part or all of it in case of damage to the accommodation and/or its contents and/or campsite equipment.

### Rental accommodations:

The price includes:

- · rental according to planned capacity,
- water, gas, and electricity charges (excluding charging of electric or hybrid vehicle batteries),
- parking for one vehicle,
- access to reception facilities, activities, and sanitary facilities.

Deposit: €200 (bank imprint) upon arrival, refunded no later than 15 days after departure, less any applicable costs.

Optional cleaning fee: €60 for 2-bedroom accommodations / €80 for 3-bedroom accommodations.

Sheet rental: €20 to €25 per double bed and €18 per single bed, per stay.

# **Common pricing:**

- Prices are shown in € incl. VAT, excluding tourist tax.
- Extra charges: people, vehicles, pets, etc.
- The campsite applies dynamic pricing: the price due is the one shown on the booking confirmation.
- Promotions and partner advantages are not retroactive.

# 3. Booking - Payment

# **Booking terms**

Each booking must be accompanied by:

- payment of a deposit of 40% or 50% of the total incl. VAT of the stay,
- payment of €20 booking fees,
- payment of cancellation insurance if subscribed.

The booking is valid only upon receipt of the deposit.

#### **Balance**

The balance of the stay (services incl. VAT + taxes) must be paid no later than 30 days before arrival, for all formulas (bare pitch, rental, freecamp).

If the balance is not paid within this time, the stay is considered cancelled and our cancellation conditions apply.

Any booking made less than 30 days before arrival must be paid in full at the time of booking, by credit card only.

# Accepted means of payment:

- Credit card (payment possible in 3X or 4X via FLOA),
- ANCV holiday vouchers,
- Bank transfer,
- Cash (limited according to legislation).

⚠ Bank cheques are only accepted for deposit payments, not on site.

Our financial partner FLOA offers payment solutions for purchases of goods and/or services, in 3 or 4 instalments by credit card. These solutions are reserved for individuals (adults) residing in France, holders of a Visa or MasterCard credit card valid throughout the repayment period. FLOA, RCS Bordeaux 434 130 423, headquartered at Immeuble G7 – 71 Rue Lucien Faure, Bordeaux (33300),

supervised by ACPR, 4 Place de Budapest, CS 92459, 75436 PARIS CEDEX 09, registered at ORIAS under number 07 028 160.

FLOA reserves the right to accept or refuse your financing request; you have a 14-day legal withdrawal period. If you request to pay using these solutions, your personal data will be transmitted to FLOA for financing assessment, contract management, and, if necessary, debt collection.

# No right of withdrawal

In accordance with article L.221-28 of the French Consumer Code, Camping La Sténiole informs clients that the sale of accommodation services provided on a fixed date, or for a defined period, is not subject to the 14-day withdrawal period.

# **Maximum capacity**

For safety and insurance reasons, the number of occupants may not exceed the capacity defined by the type of accommodation or pitch (1 to 6 people maximum, depending on capacity), including newborns. The campsite reserves the right to refuse access to groups or families arriving with more participants than allowed.

### Clients - Minors

For safety reasons, minors not accompanied by their parents or grandparents for the entire stay are not accepted, unless specifically authorized by us in writing prior to arrival, by email, upon your request.

#### 4. Cancellation conditions

# **Cancellation by the client**

All cancellations must be notified in writing (email or registered letter with acknowledgment of receipt).

- More than 45 days before arrival: the deposit, booking fees, and cancellation insurance remain with the campsite.
- Between 45 and 30 days before arrival: a voucher for the total amount of the stay (excluding booking fees and taxes) is issued, valid for 1 year from the planned end date of the stay.
- Less than 30 days before arrival: the full amount of the stay is due, with no refund or voucher.

In case of early departure or late arrival, the total amount of the stay remains due, with no refund.

⚠ To obtain compensation, it is recommended to subscribe to cancellation or interruption insurance at the time of booking.

By exception, in case of force majeure (unforeseeable, irresistible, and external event), an exception may be granted upon presentation of proof.

If cancellation insurance is subscribed, amounts paid are covered according to the insurance terms. If the reason is not covered or the file is refused, the conditions of this section apply.

# Cancellation by the campsite

In case of cancellation on our part (except force majeure), all amounts paid will be refunded within 30 days.

# Modification of the stay

You may request to modify the dates and/or type of accommodation of your stay, provided your request reaches us by email at least 21 days before the original arrival date.

You must then book a new stay within the same season, subject to availability and current rates.

If the new stay is more expensive, you must pay the difference no later than 30 days before the new arrival date. Otherwise, the new stay is considered cancelled and our cancellation conditions apply. If the new stay is cheaper, the difference will be retained as compensation.

# 5. Arrivals - Departures - Stay

- Arrival: after 1:30 p.m. for pitches, after 3:00 p.m. for rentals.
- **Departure:** before 12:00 p.m. for pitches, before 10:00 a.m. for rentals, before 11:00 a.m. for freecamps.
- Any complaint about the cleanliness or condition of the rental must be made within 24 hours of arrival.
- Any delayed departure may result in the billing of an additional night.

### Arrival

Your requests for a specific pitch or accommodation can only be met depending on our availability upon your arrival, except for bookings with the "pitch choice option." In this case, it must be chosen in advance by the client, subject to availability, by email to camping@steniole.com.

# **Departure**

For any delayed departure, an additional day may be charged at the current nightly rate.

**Rental:** The deposit will be returned at the end of the stay, less compensation withheld, with supporting invoices, for any damage found in the exit inventory. Retention of the deposit does not exclude additional compensation if the costs exceed the amount of the deposit.

If the accommodation has not been cleaned before your departure, a minimum cleaning fee of €60 incl. VAT will be charged.

#### 6. Animals

Animals are accepted (except dogs of 1st and 2nd categories) for a fee. They must be kept on a leash at all times and are prohibited in the swimming pool, food stores, and buildings. Vaccination record required.

# 7. Swimming facilities

Campers must comply with the internal rules of the swimming areas displayed in these areas. In case of non-compliance, management reserves the right to prohibit access.

Inflatable rings are strictly forbidden in the covered swimming pool.

# 8. Internal regulations

Each client undertakes to comply with the campsite's internal regulations displayed at reception. A copy is available on request.

# Termination of the reservation contract in case of fault on your part

The reservation contract will be automatically terminated in the event of one of the following:

- In case of repeated non-compliance (i.e. observed again after a first warning) by you and/or your companions with our internal regulations. In this case, you must leave your accommodation or pitch within 2 hours of termination notification by the manager. No refund will be made.
- In case of no-show at the campsite within 24 hours from the start of your stay, without justification and/or communication of your arrival.

We will reallocate your accommodation after the 24-hour period if we have been unable to contact you at the details provided when booking. All sums paid will be retained; no refund will be made.

# 9. Images and communication

During your stay, we may take photographs and/or videos within the campsite for entertainment and/or communication purposes, on any media, in which you and your companions may appear. By confirming your booking, you are deemed to authorize us to use, for a period of 10 years, the photos and/or videos in which you appear for the aforementioned purposes. You also guarantee this authorization on behalf of your companions. Any specific refusal must be notified to us in writing on a durable medium.

# 10. Complaints - Disputes

Any complaint must be sent in writing, by registered letter with acknowledgment of receipt, within 20 days after the end of the stay.

In the event of an unresolved dispute within one month, the client may refer the matter free of charge to a consumer mediator within one year of the complaint.

### Proposed mediator:

Organization: Consumer Mediator

Address: Toulouse

Website: <a href="www.mediateur-consommation.fr">www.mediateur-consommation.fr</a>
Email: <a href="contact@mediateur-consommation.fr">contact@mediateur-consommation.fr</a>

# 11. Liability

The client expressly acknowledges that Camping La Sténiole cannot be held responsible for false information communicated by its partners or third parties that may be mentioned in the brochure or on the website, particularly concerning presentation photos, descriptions, activities, leisure, services, or operating dates. All photos and texts used on the website are non-contractual and purely indicative.

# Unavailability of certain services

The services and facilities we offer (pool, restaurant, activities, entertainment, etc.) may not be available all year round, notably for climatic reasons or in case of force majeure. They may therefore be temporarily unavailable during all or part of your stay. The campsite will make its best efforts to inform you of any work or modifications undertaken during your stay.

### 12. Personal data

When booking or during your stay, certain personal data may be collected and processed by us.

When booking is made via our website (or partner sites), the processing of collected data prior to or during the booking is governed by the privacy policy or general terms of sale you accept before confirming.

# Personal data collected by phone booking or during your stay includes:

- Name and surname of the person making the booking,
- Phone number used for booking,
- Email address of the person booking,
- Date of birth of the person booking and of companions.

# This data is collected and processed on the following bases:

- Your consent,
- The necessity of performing a booking contract between us.

Only we and Flower Campings (SAS with capital of €92,500, registered at RCS Toulouse No. 492 355 508, with headquarters at Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA) have access to this data.

# Data processing purposes include:

- · Execution of the booking contract,
- Management of possible complaints,
- Maintenance of our client database,
- Carrying out commercial prospecting by us and/or Flower Campings,
- · Management of our accounting.

# Retention period:

Data is kept for the duration necessary to perform the contract and for 5 years after the end of the stay, unless a dispute remains unresolved at the end of this period, in which case data is kept until the end of the dispute.

In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, each person has the following rights: access, rectification, erasure ("right to be forgotten"), objection, restriction of processing, portability. Each person may also define directives regarding the conservation, erasure, and communication of their personal data after their death.

Each person may, for reasons related to their particular situation, object to the processing of their data.

To exercise these rights, letters must be sent by registered mail with acknowledgment of receipt to: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, or by email: contact@flowercampings.com.

Anyone who considers that their rights have been infringed may lodge a complaint with the CNIL (French Data Protection Authority).

You may also object to telephone solicitation by registering on the BLOCTEL list (<a href="https://www.bloctel.gouv.fr/">https://www.bloctel.gouv.fr/</a>).