

GENERAL TERMS AND CONDITIONS OF SALE
Reservation of accommodation or "tourism" pitches by private individuals

Contact details of the Provider :

- Camping Le Barralet, SARL CAPELLE, 443 621 487 RCS Nîmes ,
- 6 stoneware path 30210 COLLIAS
- Tel: 04 66 22 84 52 Mail: camping@barralet.fr Website: <https://www.camping-barralet.com>

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or "tourism" pitches.

ACCOMMODATION: Tent, caravan, mobile leisure residence and light leisure accommodation.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on Le Barralet campsite, operated by SARL Capelle ('the Service Provider'), to non-professional customers ('the Customers' or 'the Customer'), on its website www.barralet.fr or by telephone, post or electronic mail (e-mail), or in a place where the Service Provider markets the Services.

The main characteristics of the Services are presented on the website www.barralet.fr or in written form - paper or electronic - in the event of a reservation by a means other than remote control.

The Customer is required to read it before placing an order. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, and in particular those applicable to 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 in force on the website or communicated by the Service Provider on the date the Client places the Order.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and, if the processing is not essential for the execution of the order and the stay and their consequences, to object at any time to all his personal data by writing, by post and with proof of his identity, to :

Camping Le Barralet
6 chemin du grès
30210 COLLIAS

The Customer declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose before the online Order procedure is implemented, as well as the general terms and conditions of use of the www.barralet.fr website or, in the case of a booking made offline, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Client selects on the website or provides information on any document sent by the Service Provider the services he wishes to order, according to the following terms and conditions:

Reservations can be made either on our website www.camping-barralet.com or by e-mail at contact.barralet@gmail.com.

You will receive a reservation form from the reservation department to be filled in and returned to us.

We will answer all your questions from 1 January to 31 December on **04 66 22 84 52** or by e-mail. Do not hesitate to call us to find out about our availability.

Reservations are only possible depending on the number of places available. The Management therefore reserves the right to refuse a reservation.

In order to be effective, any reservation must be made with a reservation form and be accompanied by a deposit corresponding to 30% of the stay plus reservation fees, or the total amount of the stay.

When making a reservation, you can, if you wish, ask for a specific pitch number. This will be allocated to you according to availability. The management reserves the right to modify your pitch without prior notice.

Under no circumstances can the management be held responsible in the event of loss or theft of personal objects.

A minor cannot make a reservation. Furthermore, if a minor is not permanently accompanied by one of his/her parents or legal guardian, he/she will not be allowed to stay on the campsite.

It is the Customer's responsibility to check the accuracy of the Order and to immediately notify the Service Provider of any error. The Order shall only be deemed to be definitive once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation directly at the premises where the Service Provider markets the Services.

Any Order placed on the www.barralet.fr website constitutes the formation of a contract concluded at a distance between the Client and the Service Provider.

All Orders are nominative and may not, under any circumstances, be transferred.

ARTICLE 3 – TARIFFS

The Services offered by the Service Provider are provided at the prices in force on the website www.barralet.fr, or on any of the Service Provider's information media, when the Client places an order. Prices are expressed in Euros, excluding VAT and all taxes.

The rates take into account any discounts that may be granted by the Service Provider on the website www.barralet.fr or on any information or communication media.

These rates are firm and non-revisable during their period of validity, as indicated on the website www.barralet.fr, in the e-mail or in the written proposal addressed to the Customer. Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

They do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website www.barralet.fr or in the information (mail, e-mail, etc.) communicated to the Customer beforehand, and calculated before the Order is placed.

The payment requested from the Customer corresponds to the total amount of the purchase, including these fees.

An invoice shall be drawn up by the Seller and handed to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX

The tourist tax, which is collected on behalf of the commune / community of communes, is not included in the rates. The amount of this tax is determined per person per day and varies according to the destination. It must be paid at the time of payment for the Service and is shown separately on the invoice.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ACCOUNT

Sums paid in advance are advance payments. They constitute an advance on the total price due by the Client.

A deposit corresponding to 30% of the total price for the supply of the Services ordered is required when the Client places the order. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

The Service Provider shall not be entitled to make any reimbursement if the Client cancels the contract. (except in the cases provided for in article 6.4 of these general terms and conditions).

The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental).

4.2. PAYMENTS

Payments made by the Client will only be considered final once the Service Provider has actually received the sums due.

Payments can be made by bank transfer, tele-payment, secure payment from our website, cash and holiday vouchers. Bank cheques are not accepted by the campsite except for the payment of the deposit or the balance at least 30 days before the arrival date.

In the event of late payment and payment of the sums due by the Client after the period set out above, or after the payment date shown on the invoice sent to the Client, late payment penalties calculated at the rate of 3.4% of the amount (including VAT) of the price of the supply of the Services, will be automatically and ipso jure acquired by the Service Provider, without any formality or prior formal notice.

Late payment shall result in the immediate payment of all sums due by the Client, without prejudice to any other action that the Service Provider may take against the Client in this respect.

In the event of non-payment of the sums due after a reminder from the campsite due to late payment and without a written request from the customer, the provision of the Services ordered will be cancelled and the sums already paid by the customer will remain the property of the campsite.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In addition, the Service Provider reserves the right, in the event of failure to comply with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the performance of its obligations after formal notice has remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF THE SERVICES

The accommodation can be occupied from 3 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure.

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.

The balance of the stay must be paid in full

- 30 days before the date of arrival (under penalty of cancellation of this rental)
- Or on the day of arrival after written request by the customer and acceptance by the campsite.

The accommodation and pitches are intended for a specific number of occupants and may not be occupied by more than a certain number of people.

The accommodation and pitches will be returned in the same state of cleanliness as on delivery. Failing this, the tenant will have to pay a fixed sum of 50 € for cleaning. Any damage to the accommodation or its accessories will be immediately repaired at the expense of the tenant. The inventory at the end of the rental period must be strictly identical to that at the beginning of the rental period.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of 200 € is required from the Client on the day of handing over the keys and is returned to him on the day of the end of the rental period, after deduction of any restoration costs.

This deposit does not constitute a limit of liability.

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

No reduction will be granted in the case of late arrival, early departure or change in the number of people (whether for all or part of the planned stay). Except in the event that the Client has taken out specific insurance with our partner Campez-Couvert and which is covered in the general terms and conditions of insurance which can be consulted on CGA Campez-Couvert.

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept as far as possible requests for a change of date within the limits of availability, without prejudice to any additional costs; this is in all cases a simple obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation, or another date; a price supplement may be requested in such cases.

Any request to reduce the length of the stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by article 6.3.

6.2. INTERRUPTION

Premature departure will not give rise to any reimbursement by the Service Provider. Except in the event that the Client has taken out specific insurance with our partner Campez-Couvert and which is covered in the general terms and conditions of insurance which can be consulted on CGA Campez-Couvert.

6.3. CANCELLATION

In the event of cancellation of the Reservation by the Client after its acceptance by the Service Provider for any reason other than force majeure, the deposit paid with the Reservation, as defined in Article 4 - **TERMS OF PAYMENT** of these General Terms and **Conditions of Sale**, shall be automatically acquired by the Service Provider, by way of compensation, and may not give rise to any reimbursement whatsoever. Except in the event that the Client has taken out specific insurance with our partner Campez-Couvert and which is covered in the general terms and conditions of insurance which can be consulted on CGA Campez-Couvert.

In all cases of cancellation, the Service Provider will retain the processing and management fees (article 3).

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked holiday (which is considered to be a total or partial ban on receiving the public, insofar as the Client is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Client for the holiday booking will be refunded within 15 days.

However, the Service Provider cannot be held liable for any additional compensation beyond this reimbursement of the sums already paid for the reservation of the holiday.

6.4.2. Notwithstanding the provisions of article **6.3 CANCELLATION**, any cancellation of the stay duly justified by the fact that the Client is affected by COVID 19 (infection) or other infection considered as part of a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the stay on the planned dates will be made without termination indemnity. Except in the event that the Client has taken out specific insurance with our partner Campeze-Couvert and which is covered by the COVID-19 extension in the general terms and conditions of insurance which can be consulted on CGA Campeze-Couvert or on delivery of a non-refundable credit note valid for 12 months.

The Service Provider shall retain any processing and management fees as provided for in the General Terms and Conditions. In all cases, the Client must imperatively provide proof of the event making him eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of article **6.3 CANCELLATION**, in the event that the Client is forced to cancel the entire holiday due to government measures that do not allow participants to move around (general or local confinement, travel ban, border closures), even though the campsite is able to fulfil its obligation and welcome the Clients, the Service Provider will refund the amounts paid in advance within 15 days.

6.4.4 - If the Client takes out specific insurance covering the risks listed in article 6.4.2 or article 6.4.3, the insurance compensation received by the Client will be deducted from the amount of the reimbursement.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE

The Client hosted on a pitch or in an accommodation must be compulsorily insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are accepted, under the responsibility of their masters and subject to the packages available from the Service Provider and payable on site.

7.3. RULES OF PROCEDURE

A set of internal rules is posted at the entrance of the establishment and at reception. The Client is required to read and respect them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER – GUARANTEE

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a defect in the design or execution of the Services ordered.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 1 day from the provision of the Services.

The Service Provider will refund or rectify or have rectified (to the extent possible) the services deemed to be defective as soon as possible and no later than 2 days after the Service Provider has discovered the defect or fault. Reimbursement will be made by crediting the Client's bank account or by bank cheque sent to the Client.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client. The Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognised by French case law.

The Services provided through the Service Provider's website www.barralet.fr comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of stays or excursions on a given date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the Consumer Code.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider, who is the author of the present document, processes personal data with a legal basis:

- Or the legitimate interest pursued by the Service Provider when it pursues the following objectives:
 - canvassing

- management of the relationship with its customers and prospects,
- the organisation, registration and invitation to events of the Service Provider,
- processing, execution, prospecting, production, management, follow-up of customer requests and files,
- the drafting of deeds on behalf of its clients.

- Or the respect of legal and regulatory obligations when it implements a processing operation whose purpose is :
 - the prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accounting.

The Service Provider shall only keep the data for the time necessary for the operations for which it was collected and in compliance with the regulations in force.

In this respect, customer data is retained for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years after the end of the financial year.

Prospective customers' data is retained for a period of 3 years if no participation or registration for the Service Provider's events has taken place.

The data processed is intended for the Service Provider's authorised persons.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, natural persons have the right to access, rectify, query, limit, transfer and delete data concerning them.

The persons concerned by the processing operations implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to lay down general and specific directives defining the manner in which they intend to exercise the above-mentioned rights after their death.

- by e-mail to the following address: camping@barralet.fr
- or by post to the following address: Camping le Barralet 6 chemin du grès 30210 Collias

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the website <https://www.camping-barralet.com> is the property of 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 an offence of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc. In addition, the Service Provider remains the owner of all intellectual property rights to photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of providing the Services to the Client. The Client therefore refrains from any reproduction or exploitation of the said studies, designs, models and prototypes, etc., even at the Client's request. The Client is therefore prohibited from reproducing or exploiting such studies, designs, models, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, which may make such authorisation subject to a financial consideration.

The same applies to names, logos or, more generally, 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 arising therefrom are governed and subject to French law. These General 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 shall be deemed authentic in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale may give rise, concerning their validity, interpretation, execution, termination, consequences and follow-up, and which could not be resolved between the Service Provider and the Client, shall be submitted to the competent courts under the conditions of common law.

The Customer is informed that, in the event of a dispute, he may in any event have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

In particular, he can have recourse free of charge to the following Consumer Ombudsman:

Le Centre de médiation de la consommation de conciliateurs de justice
simply and free of charge electronically by submitting your file to
<https://www.cm2c.net> *ou by simple mail (attach your email, telephone and written complaint) to : CM2C 14 rue Saint Jean*
75017 Paris."

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having been informed, prior to placing his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and details referred to in Articles L 111-1 to L 111-7 of the French Consumer Code, in addition to the information required pursuant to the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air hotels 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 related costs ;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information relating to legal and contractual guarantees and the arrangements for their implementation; the functionalities of digital content and, where appropriate, its interoperability ;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information about, and terms of termination and other important contractual conditions.

The fact that a natural person (or legal entity) orders on the www.barralet.fr website implies full and complete acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who renounces, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.