

## TERMS OF SALES

### CAMPING DU COLOMBIER

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### DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services.

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

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

### ARTICLE ONE - SCOPE OF APPLICATION

These General Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the grounds of Camping Du Colombier, operated by Mme Simon & Mr Fleau, to non-professional customers, on its site Internet [www.campingducolombier.com](http://www.campingducolombier.com) or by telephone, postal or electronic mail (emails), or in a place where the Service Provider markets the Services. They do not apply to location rentals intended for the accommodation of mobile leisure residences (mobile homes) which are the subject of a "leisure" contract.

The main characteristics of the Services are presented on the website [www.campingducolombier.com](http://www.campingducolombier.com) or in written form (paper or electronic) in the event of reservation by means other than remote ordering.

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

These General Conditions of Sale apply to the exclusion of all other conditions of the Service Provider, and in particular those applicable to other marketing channels for the Services.

These General 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 Customer is that in force on the website or communicated by the Service Provider on the date the Order is placed by the Customer.

Unless proven otherwise, 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 Data Protection Act and the European data protection regulation, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential for the execution of the order and the stay as well as their consequences, to all of their personal data by writing, by mail and providing proof of their identity, to: The management, Camping Du Colombier, 8 rue des Charrots, 63410 Loubeyrat.

The Customer declares to have read these General Conditions of Sale and to have accepted them either by checking the box provided for this purpose before implementing the online Order procedure, as well as the general conditions of use of the website [www.campingducolombier.com](http://www.campingducolombier.com) or, in the case of reservations outside the Internet, by any other appropriate means.

### ARTICLE 2 – RESERVATIONS

The Customer selects on the site or provides information on any document sent by the Service Provider, the services he wishes to order, according to the following terms: the service provider sends you the general conditions of sale, a quote and a rental contract. The customer must return the signed contract, duly completed, accompanied by the deposit, 30% of the overall price of your rental and any additional services, paid by credit card, or by ANCV CONNECT check, or by a bank transfer, or by check made payable to "SARL Camp-Loup" within 10 days.

The balance must be paid no later than 30 days before the start date of your stay for rentals.

In the event of a reservation made less than 30 days before the start of the stay, full payment plus administrative fees must be made at the time of reservation.

The balance must be paid on time otherwise the stay will be cancelled. In all cases, the application fees and deposit remain with the campsite. The invoice will be issued on the day of departure, in the event of supplements.

No deduction will be granted in the event of delayed arrival or early departure. We offer you the option of taking out insurance when booking.

It is the Customer's responsibility to verify the accuracy of the order and to immediately notify the service provider of any errors. The Order will only be considered final after sending the Customer confirmation of acceptance of the order by the Service

Provider, upon receipt of the contract and payment of the deposit, by email or post, or by signature of the contract in the event of reservation directly at the premises where the Service Provider markets the Services.

Any Order placed on the website [www.campingducolombier.com](http://www.campingducolombier.com) constitutes the formation of a contract concluded remotely distance between the Client and the Service Provider. All Orders are nominative and cannot, under any circumstances, be transferred.

## ARTICLE 3 – PRICES

The Services offered by the Service Provider are provided at the prices in effect on the website [www.campingducolombier.com](http://www.campingducolombier.com) or on any information support from the Service Provider, when the Customer places the order. Prices are expressed in Euros, all taxes included.

The prices take into account any reductions which may be granted by the Service Provider on the website [www.campingducolombier.com](http://www.campingducolombier.com) or on any information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.campingducolombier.com](http://www.campingducolombier.com), in the email or in the written proposal sent to the Customer. Beyond this period of validity, the offer is void and the Service Provider is no longer bound by the prices.

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

Exceeding the departure time will incur the cost of an additional day.

An invoice is drawn up by the Seller and given to the Customer at the latest upon payment of the balance of the price or at the end of the stay.

### 3.1. TOURIST TAX

The tourist tax, collected on behalf of the community of municipalities, is not included in the prices. Its amount is determined per person and per day and varies depending on the destination. It must be paid when paying for the Service and appears separately on the invoice.

## ARTICLE 4 - PAYMENT TERMS

### 4.1. DEPOSIT

Amounts paid in advance are deposits. They constitute an advance on the total price owed by the Customer.

The deposit corresponding to 30% of the total price of the provision of the Services ordered is required when the Customer places the order. They must be paid upon receipt of the final rental contract and attached to the copy to be returned. They will be deducted from the total amount of the order.

\* They will not be subject to any reimbursement by the Service Provider in the event of cancellation of the stay by the Client less than 60 days before the planned arrival date (except in cases provided for in article 6.4 of these general conditions).

### 4.2. PAYMENTS

Payments made by the Client will only be considered final after actual collection of the sums due by the Service Provider.

In the event of late payment and payment of sums due by the Customer beyond the deadline set above, or after the payment date appearing on the invoice sent to the Customer. Rate of penalties in the absence of payment: 10% per year Exact/360J basis of the price including tax for the provision of Services in addition, a fixed compensation for recovery costs is set at €40 by decree no. 2012-1115 of October 2, 2012, due to the creditor in the event of late payment, in accordance with article 121-II of law no. 2012-387 of March 22, 2012., will be automatically and automatically acquired from the Service Provider, without any formality nor prior notice. No discount is applied.

### 4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance 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 execution of its obligations. after formal notice remained without effect.

## ARTICLE 5 - PROVISION OF SERVICES

### 5.1. PROVISION AND USE OF SERVICES

Accommodation may be occupied from 3 p.m. on the day of arrival and must be vacated before 10 a.m. on the day of departure. The bare pitch can be occupied from 2 p.m. on the day of arrival and must be vacated before 11 a.m. on the day of departure. The balance of the stay must be paid in full on the day of arrival.

The accommodation and pitches are provided for a specific number of occupants for rental (see contract concerning each type of accommodation rented) the campsite prohibits access to the site to any excess person (including babies and children).

### 5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of €300 is required from the Customer on the day the keys are handed over. This deposit is made by simple bank card imprint and is therefore not debited from your account and is returned no later than 3 days after your departure if the accommodation is left clean, after deduction of compensation retained for possible delivery costs. in a state of damage caused, unpaid services, loss of keys given upon your arrival.

This guarantee does not constitute a limit of liability.

### 5.3 RESPONSIBILITY

The campsite cannot be held responsible, due to the communication by its partners or any third party of photographs for which they have declared to have the rights, of false, misleading or erroneous information which is mentioned in the catalogs or on the sites of the partners, and in particular presentation photos, qualifiers, activities, leisure activities, services and operating dates.

## ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the case of delayed arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

### 6.1. EDIT

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

Any request to reduce the length of 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

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

### 6.3. CANCELLATION

Please note that in accordance with the provisions of articles L221-28 et seq. of the Consumer Code, none of the services offered by Camping Du Colombier are subject to the right of withdrawal provided for in articles L.121-20 and following of the Consumer Code. Consequently, any cancellation by the customer after reservation and before departure will result in:

- In the event of cancellation up to 30 days before the scheduled arrival date, the campsite will retain the deposit paid by the customer;
- In the event of cancellation from 29 days before the scheduled arrival date, the customer is required to pay the full price of the stay.

(We invite the customer to inquire about or take out specific insurance, from their insurers, or offered on our website)

The insurance offered when booking allows you to be reimbursed for the amount of your stay in the event of unforeseen events before and during your stay.

Very easy to use, it allows you to be reimbursed within 48 hours. Everyone is covered, no family relationship necessary.

Simplified online declaration. Cancellation of the stay with or without proof depending on the insurer's conditions.

In all cases of cancellation, processing and management costs (article 3) will remain with the Service Provider. Deadlines are calculated on the date of receipt of the cancellation request form

### 6.4. CANCELLATION IN CASE OF PANDEMIC

In the event of total or partial closure of the establishment during the dates of the reserved stay (which is assimilated to a measure of total or partial ban on welcoming the public, to the extent that the Customer 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 Customer for the reservation of the stay will be reimbursed within 90 days . The Customer must provide proof of the event making him eligible for this right to cancellation by registered post.

The Service Provider cannot, however, be held responsible for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

## **ARTICLE 7 - CUSTOMER OBLIGATIONS**

### 7.1. CIVIL LIABILITY INSURANCE

The Customer hosted on a site or in accommodation must be insured for civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

### 7.2. ANIMALS

Vaccinated pets (2 maximum, except category 1 and 2) are accepted, under the responsibility of their masters.

They are accepted subject to the packages available from the Service Provider and payable on site.

### 7.3. INTERNAL RULES

Rules of procedure are displayed at the entrance to the establishment and at reception. The Customer is required to read and respect it. It is available on request.

## **ARTICLE 8 - PROVIDER'S OBLIGATIONS - GUARANTEE**

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

In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 24 hours from the provision of the Services.

The Service Provider will reimburse or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible and at the latest within 2 days of the finding, by the Service Provider, of the defect or defect. Reimbursement will be made by crediting the Customer's bank account or by bank check addressed to the Customer.

The Service Provider's guarantee is limited to reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law.

The Services provided via the Service Provider's website [www.campingducolombier.com](http://www.campingducolombier.com) comply with the regulations in force in France.

## **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities related to the organization and sale of stays or excursions on a specific 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 the article L221-28 of the Consumer Code.

## **ARTICLE 10 – PROTECTION OF PERSONAL DATA**

The Service Provider, drafter of these presents, implements the processing of personal data which has the legal basis:

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes :
  - prospecting
  - the management of the relationship with its customers and prospects,
  - the organization, registration and invitation to events of the Service Provider,
  - the processing, execution, prospecting, production, management, follow-up of requests and customer files,
  - the drafting of documents on behalf of its clients.
- Either compliance with legal and regulatory obligations when implementing processing for the purpose of:
  - the prevention of money laundering and terrorist financing and the fight against corruption,
  - invoicing,
  - accountability.

The Service Provider only keeps the data for the duration necessary for the operations for which they were collected as well as in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship increased by 3 years for the purposes of animation and prospecting, without prejudice to storage obligations or limitation periods.

In terms of preventing money laundering and terrorist financing, the data is kept for 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

Prospect data is kept for a period of 3 years if no participation or registration in the Service Provider's events has taken place.

The data processed is intended for the authorized persons of the Service Provider.

Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, individuals have a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing 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 a right of opposition to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise, after their death, the rights mentioned above by e-mail to the following address: [info@campingducolombier.fr](mailto:info@campingducolombier.fr), or by post postal address to the following address: Mr Fleau Guy, Sarl Camp-loup, 8 rue des Charrots, 63410 Loubeyrat, accompanied by a copy of a signed identity document.

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

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the [www.campingducolombier.com](http://www.campingducolombier.com) website is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an offense of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Client) with a view to providing the Services to the Client. The Client is therefore prohibited from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider, who may condition it on financial consideration.

The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and distributed by it.

## **ARTICLE 12 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the resulting operations are governed by and subject to French law.

These General 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 prevail in the event of a dispute.

## **ARTICLE 13 – DISPUTES**

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

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

In particular, he may have recourse to the following Consumer Mediator free of charge.

To settle your disputes, you must first send us a written complaint to Mr Guy Fleau, Camping du Colombier, 8 rue des Charrots, 63410 Loubeyrat.

One month later, if you are not satisfied, you can contact the MEDICYS mediation service simply and free of charge electronically by filing your file on <https://cm2c.net/>, or by simple mail (attach your email, your telephone number and the written complaint) to: CM2C - Association Loi 1901 – N° 831213871 – Address: 14 rue Saint Jean 75017 PARIS - telephone: 0609204886 Email address : [cm2c@cm2c.net](mailto:cm2c@cm2c.net)

## **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges having had communication, prior to placing his Order, in a readable and understandable manner, of these General Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Code of consumption, in addition to the information required pursuant to the decree of October 22, 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 they are not apparent from the context ;

Information relating to legal and contractual guarantees and their methods of implementation; 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 natural (or legal) person to order on the [www.campingducolombier.com](http://www.campingducolombier.com) website implies full and complete acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the Service Provider.

\* Translated with Google.

The campsite management