

GENERAL CONDITIONS OF SALE

Camping Les Bords de Loue***

Rue du camping 39100 PARCEY

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tel: 03 84 71 03 82

Definitions:

Ordering or booking or renting: Purchase of services

Services: Holiday accommodation or "tourism" bare pitch.

Accommodation: Tents, caravans, mobile leisure homes and light leisure homes.

Article 1 - Scope of the General Sales Conditions

These General Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the campsite Les Bords de Loue***, operated by Mr and Mrs SPONY Pascal and Michelle, to non-professional clients ("The Client" or "the Client"), on its website www.jura-camping.fr or by telephone, post or electronic mail (e-mails), or in a place where the Service Provider markets the Services. The Client must acquaint themselves with these prior to placing an order. The Client is solely responsible for the choice and purchase of a Service.

The main features of the Services are presented on the website www.jura-camping.fr or on a written medium - paper or electronic - in the event of a reservation by any means other than remote ordering.

The Client must acquaint themselves with these prior to placing an order. The Client is solely responsible for the choice and purchase of a Service.

These General Sales Conditions shall apply exclusively to any other terms and conditions set forth by the Service Provider, in particular those applicable to other marketing channels for the Services.

These General Sales Conditions are accessible at all times on the Website and shall take precedence, where applicable, over any other version or any other contractual document.

The version applicable to the Client is that which is currently in force on the website or provided by the Service Provider on the date the Client places the Order.

Unless proven otherwise, the data recorded in the Service Provider's computer system shall be deemed proof of all transactions entered into with the Client.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Client has the right to access, rectify and object to the processing of any personal data at any time, provided that such processing is not essential to the execution of the order and the stay, and any subsequent processing thereof, by writing to the following address, providing proof of identity

Camping Les Bords de Loue ***
Rue du Camping
39100 PARCEY

The Client declares that he has read these General Sales Conditions and has accepted them either by ticking the box provided for this purpose prior to placing the Order online and the general conditions of use of the website www.jura-camping.fr or in the event of a reservation being made off-line by any other appropriate means.

Article 2 - Booking Conditions

2.1 Price and Payment

Prices are quoted in Euros including VAT. Clients should note that the price does not include tourist tax.

For campsite pitch reservations: All rentals are nominative and cannot be transferred. The booking only takes effect with our agreement and after receipt of the total amount of the stay and the booking fee.

For rental bookings: All rentals are nominative and cannot be transferred. The rental becomes effective only with our agreement and after reception of the total amount of the stay and the reservation fees.

In the event of a delay not reported, the rental/pitch becomes available 12 hours after the arrival date mentioned on the booking contract. Beyond this period and in the absence of a written message, the reservation will be null and void and the deposit will be retained by the campsite management.

2.2 Changes to the Reservation

No discount will be granted for late arrival or early departure.

In the event of a change of dates or number of persons, the Service Provider will endeavour to accommodate requests to change dates within the constraints of available capacity without incurring additional charges; in all cases, this is simply an obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation or another date; an additional charge may be requested in such cases.

Any request to shorten the length of the stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by Article 3.3.

2.3 Cancellation

Any reservation not paid in accordance with the General Sales Conditions will be cancelled. The total cost of the reservation will be charged if the cancellation is made less than two weeks before the start of the reservation. We recommend taking out cancellation insurance.

2.4 Withdrawal

The legal provisions relating to the right of withdrawal in the event of distance selling as set out in the Consumer Code do not apply to tourist services (article L.121-20-4 of the Consumer Code).

Therefore, for any order for a stay with the campsite, the client has no right of withdrawal.

2.5 Cancellation Insurance

We recommend taking out cancellation insurance. This policy covers cancellation insurance, which allows you to obtain reimbursement of the sums paid in the event of cancellation of your stay or early departure under certain conditions (illness, accident, etc.).

Should a claim arise, please contact us:
contact.gestion@assur-travel.fr

03 20 30 74 12

Non-contractual document - Please refer to the general sales conditions of the contract for a precise description of your guarantees.

Insurance rate: 2.6% of the total amount of the stay for bare pitches and rentals.

Article 3 - Conduct of the Stay

3.1 Check-in and Check-out

For bare camping pitches: Check-in takes place from 2pm onwards and check-out takes place no later than 12 noon any day of the week.

For rentals: arrivals are from 4pm and departures before 11am any day of the week.

From 08/07/2023 to 26/08/2023, mobile homes and chalets are only available from Saturday after 4pm to Saturday before 11am (depending on the time of the inventory of fixtures between 8am and 10.50am). Outside these periods, rentals are available by the night depending on availability.

3.2 Deposit

A €150 deposit per accommodation will be requested on the day of your arrival. This amount will be refunded to you on the day of your departure during the opening hours of the cash desk after an inventory of fixtures. Any damage will be charged in addition to the price of the stay, as will cleaning if you do not leave the accommodation in a perfectly clean state. Should you prove unable to attend the inventory of fixtures, the deposit will be returned to you by post.

3.3 Departure

Any return of a key or release of an accommodation after 11 am will result in the invoicing of an additional night. The same applies to the release of a pitch after 12 noon. Any extension of the stay must be notified at least 24 hours before the planned departure date. Early departures cannot entitle the Service Provider to any reimbursement.

3.4 Animals

Animals are allowed inside the accommodation subject to certain criteria to be checked with the campsite reception (kept on a leash and clean).

3.5 Internal Regulations

As required by law, you must adhere to our internal regulations, which have been deposited at the Prefecture and are displayed at our reception.

3.6 Claims

Any claims pertaining to the conditions of the stay must be made on site no later than the following day of your arrival to the management of Camping Les Bords de Loue. This will facilitate finding an immediate solution. Failing this, your stay will be deemed to have been completed satisfactorily by express agreement.

Article 4 - Responsibility

The campsite disclaims all responsibility for damages incurred to the camper-caravanner's equipment as a result of its own actions; insurance for your equipment in terms of civil responsibility is compulsory (FFCC ANWB ADAC...).

Article 5 - **CANCELLATION IN CASE OF PANDEMIA**

5.1. Should the establishment close down in whole or in part during the dates of the booked stay (which is considered to be a total or partial ban on the reception of the public insofar as the Client is directly concerned by the application of this measure) as decided by the public authorities and which is not attributable to the Service Provider, the sums paid in advance by the Client for the booking of the stay will be refunded within a period of **8 weeks**. Nonetheless, the Service Provider shall not be liable for any additional compensation beyond this refund of the sums already paid for the booking of the holiday.

5.2. Notwithstanding the provisions of Article

2.3 CANCELLATION any cancellation of the holiday duly justified by the fact that the Client is affected by COVID-19 (infection) or another infection considered to be a pandemic or is identified as a contact case and that this situation would call into question his/her participation in the holiday on the planned dates will result in:

- the issue of a non-refundable credit note valid for **18** months.

Any handling and administration fees as set out in the general terms and conditions shall remain with the Service Provider. In all cases, the Client must provide proof of the event making him/her eligible for this right to cancel.

5.3. Notwithstanding the provisions of Article

2.3 CANCELLATION, in the event that the Client is forced to fully cancel the holiday as a result of governmental measures preventing guests from travelling (general or local lockdown, border restrictions), despite the campground fulfilling its commitment to accommodate Clients, the Service Provider will issue a voucher equal to the sums paid by the Client, after deduction of processing and administration expenses, all of which will be forfeited to the Service Provider. This non-refundable and non-transferable voucher will be valid for **18** months.

ARTICLE 6 - OBLIGATIONS OF THE PROVIDER - GUARANTEE

The Service Provider shall hold the Client harmless in accordance with the law and without additional payment against any lack of conformity or latent defect resulting from a design or manufacturing defect in the Services ordered.

The Client shall inform the Service Provider of such defects or non-conformities within a maximum of **24 hours** following the provision of the Services in writing in order to enforce its rights.

The Service Provider shall refund or rectify or have corrected (to the fullest extent possible) the services found to be defective at the earliest opportunity and no later than **7** days after the Service Provider has discovered the defect or fault. Reimbursement shall be made by crediting the Client's bank account or by sending a cheque to the Client.

The Service Provider's liability is restricted to the reimbursement of the Services effectively purchased by the Client. The Service Provider shall not be held responsible or liable for any delay or non-performance resulting from an event of force majeure as commonly understood under French law.

The Services provided through the website www.jura-camping.fr of the Provider are in accordance with the regulations in force in France.

ARTICLE 7 - PROTECTION OF PERSONAL DATA

The Service Provider hereby implements the processing of personal data whose legal basis is:

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - prospecting,
 - managing the relationship with its clients and prospects,
 - organising registration and invitations to the Service Provider's events,
 - processing execution of prospecting production management follow-up of clients' requests and files,
 - drafting documents on behalf of its clients.
- Or compliance with legal and statutory requirements when it implements processing for the following purposes:
 - prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accounting.

The Service Provider shall only retain data for the period necessary for the operations for which they were collected and in compliance with the regulations in force.

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

As regards the prevention of money laundering and terrorist financing, the data is kept for 5 years after the end of the relationship with the Service Provider. For accounting purposes, data is retained for a period of 10 years after the end of the financial year.

Prospective client data is retained for a period of 3 years if there has been no participation or registration in the Service Provider's events.

Data processed is for the use of the Service Provider's Authorised Persons.

In accordance with the conditions set out in the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, question, limit, portability and erase their data.

Data Subjects also have a right to oppose the processing of their personal data for reasons relating to their particular situation, based on the legitimate interests of the Service Provider, as well as a right to oppose commercial prospecting.

They are also entitled to set out specific and non-specific directives defining how they intend the above-mentioned rights to be exercised following their death by e-mail

- to the following address: E-mail address
- or by post to the following address: Last name, First name, Company name, Postal address with a copy of a signed identity document.

The data subjects shall be entitled to lodge a claim with the CNIL.

ARTICLE 8 – INTELLECTUAL PROPERTY

Content on the www.jura-camping.fr 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 or use of this content, in whole or in part, is strictly forbidden and may be deemed to constitute an offence of infringement.

Furthermore, the Service Provider retains all intellectual property rights on the 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 shall not reproduce or use such studies, designs, prototypes, etc. without the express prior written consent of the Service Provider, such consent being subject to a fee.

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

ARTICLE 9 – APPLICABLE LAW – LANGUAGE

These General Sales Conditions and the operations arising from them are governed by and subject to French law.

These General Sales Conditions 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 10 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these General Sales Conditions could give rise concerning their validity, interpretation, execution, termination, consequences and consequences 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 Client is hereby informed that it may in any event have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

Sas Médiation Solution
222 chemin de la bergerie
01800 Saint-Jean de Niost
Tel. 04 82 53 93 06

ARTICLE 11 – PRE-CONTRACTUAL INFORMATION – ACCEPTANCE OF THE CLIENT

The Client acknowledges that he/she has been provided, prior to placing his/her Order, with these General Sales Conditions and all the information and details referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in the open-air sector, and in particular:

- Essential features of the Services, taking into account the communication medium used and the Services concerned;
- 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 their implementation procedures; the functionalities of the digital content and, where applicable, its interoperability;
- The option of resorting to conventional mediation in the event of a dispute;
- Information relating to the cancellation procedures and other important contractual conditions

The fact that a natural person (or legal entity) orders on the website www.jura-camping.fr implies full acceptance of these General Sales Conditions, which is expressly recognised by the Client, who waives the right to invoke any contradictory document that would be unenforceable against the Service Provider.