

GENERAL SALES CONDITIONS

Article 1 - Purpose and scope of application

The present general terms and conditions of sale apply by right, without restrictions or reservations, to any purchase of accommodation services (rental of bare pitches; rental of accommodation), catering services, entertainment services or any other services offered by the "Camping de la pinède", hereinafter referred to as the "campsite", to consumers and non-professional customers, hereinafter referred to as the "customer".

The main characteristics of the services are presented on the campsite's website www.camping-pinede.com. The client is obliged to read them before placing an order. The campsite's internal regulations are available on request and are displayed on the campsite premises.

These conditions and the internal regulations apply to the exclusion of all other conditions, and in particular those applicable to other marketing channels or on the Internet.

These general terms and conditions of sale as well as the internal regulations are systematically communicated to all clients prior to the conclusion of the contract for the provision of services and shall prevail, where applicable, over any other version or any other contradictory document.

The client acknowledges having read these general terms and conditions of sale and the internal rules and regulations and having accepted them before concluding the contract for the provision of services. Validation of the order for services by the client implies acceptance without restriction or reservation of these general terms and conditions of sale and the internal regulations.

In accordance with the law in force, the present general conditions are made available to any customer for information purposes prior to the conclusion of any sales contract.

These general terms and conditions of sale may be subject to subsequent modifications, the version applicable to the customer's purchase is the one in force on the day the contract is concluded.

Article 2 - Booking conditions

2.1 Rules and regulations

All rentals are strictly nominative and may not be transferred or sublet under penalty of nullity. Minors must be accompanied by their parents or legal guardians.

The campsite reserves the right to refuse a client if he/she has previously caused damage, breached safety regulations or interfered with the peaceful enjoyment of other clients.

2.2 Booking

If the stay starts more than 8 weeks before the date of the reservation or the quotation, the reservation will only be considered definite by the campsite after a deposit of 30% has been paid. The deposit is only valid for the season.

If the stay starts less than 8 weeks before the date of reservation or the date of the quotation, or if the stay is less than 3 nights, the reservation is only considered definite by the campsite after payment of the total price of the stay.

If several families are to stay together on the same pitch or mobile home, it is essential to make a reservation for each family. The reservation is made on a strictly personal basis and may not be transferred to a third party under any circumstances.

2.3 Payment of the balance

If the reservation has been made with a deposit, the balance of the stay is payable in full 4 weeks before the arrival date. Failure to pay the balance, after a reminder by any means on the part of the campsite, within 2 weeks of arrival, will automatically result in the cancellation of the reservation and the application of the "Cancellation" paragraph.

2.4 Modification of the reservation

If the client requests changes (reduction in the number of participants, number of days or changes to the options) less than 14 days before arrival, the campsite will not be able to change the price of the stay. If the price is increased, the campsite will inform the client of the feasibility of the request.

2.5 Cancellation and cancellation insurance

The client may decide of his own free will to take out cancellation/interruption insurance with a competent organization. The campsite proposes the insurance Flixxy, to be subscribed during the booking. This type of contract allows you to obtain a refund of the sums paid in the event of cancellation of your stay or early departure under certain conditions.

If the client has not taken out any insurance, or if the cancellation is not covered by the Cancellation/Interruption insurance: In the event of cancellation of the reservation by the client after its acceptance by the campsite for any reason whatsoever, outside the conditions covered by the Cancellation/Interruption insurance if the client has taken out such insurance, the deposit paid at the time of ordering will be forfeited to the campsite and will not be reimbursed.

In addition, the campsite may also demand damages as compensation for the loss suffered:

- if the client cancels up to 8 weeks before the arrival date stipulated in the contract, the total amount will be equal to 30% of the cost of the stay plus the booking/reservation fees;
- if the client cancels less than 8 weeks and at least 4 weeks before the date of arrival stipulated in the contract, the total amount will be equal to 60% of the cost of the stay plus the file/reservation fees
- if the client cancels less than 4 weeks before the date of arrival stipulated in the contract, the total amount will be equal to the total cost of the stay plus the file/reservation fees

In all cases, the client must notify the campsite by post or e-mail of the cancellation of the stay, the date of receipt being the only valid date.

Similarly, the campsite cannot cancel the reservation after receipt of the deposit, except in cases of force majeure.

2.6 Withdrawal

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

the Consumer Code). Thus, for any order for a stay with the campsite, the customer has no right of withdrawal.

Article 3 - Prices

The price of the stays is indicated in euros, including VAT. Prices are subject to change during the season.

The client's attention is drawn to the fact that the price does not include the tourist tax (fixed by the municipality) and the eco-participation (budgetary repercussion linked to waste treatment taxes with a compensation and awareness value).

For bare pitches, the price of the stay includes the use of the rented pitch and free access to the campsite sanitary facilities.

For accommodation, the price of the stay includes water, electricity and gas in normal conditions of use, free access to the campsite sanitary facilities, as well as the use of the rented accommodation in accordance with the estimate with all the facilities specific to this accommodation as indicated on the campsite's website at the time of the booking request.

Any abnormal or disproportionate use of the facilities may be subject to additional charges.

The campsite may also charge extra if the customer causes a disturbance to the campsite, causes damage to the rented property or does not comply with the internal regulations, as damages.

The services offered by the campsite are provided at the rates in force on the website www.camping-pinede.com according to the estimate drawn up when the sale of services provided by the campsite is registered. These rates are firm and non-revisable during the period of validity, which extends from the beginning of the opening of the reservations until the annual closing of the campsite. The campsite reserves the right to change the prices at any time outside this period of validity.

The provision of optional services, such as, but not limited to, the hire of equipment, the provision of bed and bath linen and catering, will give rise to an additional charge according to the price list in force on the website www.camping-pinede.com.

Article 4 - Terms of payment

Payment for services is made by bank transfer, by credit card, in cash or via a credit card payment platform chosen by the campsite.

This last method of payment does not give the campsite's website the definition of a commercial site, the website being a reservation platform.

Cheques are not accepted

No discount will be given by the campsite.

Article 5 - Course of the stay

5.1 Arrival and departure times

Rentals in accommodation start at 4pm and end at 10 am. In July and August, the arrival and departure days are Wednesdays, Saturdays and Sundays.

Pitches start at 14:00 and end at 12:00. Arrivals/departures are allowed every day of the week.

5.2 Late arrival

Any delay in arrival must be expressly notified to the campsite. Any delay does not give rise to any reimbursement and no reduction in the initial price can be requested. The pitch or the accommodation becomes available 24 hours after the arrival date mentioned on the booking contract. After this period, and in the absence of a written message, the reservation will be null and void and the payment will be retained by the campsite management.

No reduction or reimbursement will be made in the event of absence, late arrival, early departure, or if all or some of the occupants are absent for one or more nights during their stay.

5.3 Change of pitch or accommodation

The campsite may allocate a different but equivalent accommodation or pitch to the one initially booked in cases where there is a clear need.

5.4 Deposit

For the rental of accommodation, the client will pay a deposit on arrival or before arrival, the amount of which is defined according to the type of accommodation on the website www.camping-pinede.com, by non-debiting bank card.

The inventory of fixtures will be done independently by the client who can report any anomaly to the reception within 3 hours of arrival, at the reception or by e-mail if the reception is closed. After this time, no complaint will be taken into account: the tenant will be held responsible for any missing or damaged items.

At the end of the stay, the accommodation must be returned in perfect condition: if cleaning is deemed necessary, 70 euros will be deducted from the deposit.

The deposit will be returned after the final inventory, at the departure of the client or at the latest 7 days after the end of the stay, after deduction of the indemnities retained for any damage noted by the inventory of fixtures on departure. The withholding of the deposit does not exclude additional compensation in the event that the costs exceed the amount of the deposit.

The campsite may also request a deposit for stays on pitches, for example for group stays. In this case, the deposit will be returned to the client at the end of the stay or at the latest 7 days after the end of the stay, minus the compensation for any damage caused to the communal facilities and notified to the client by e-mail within 3 days of the end of the stay. The withholding of the deposit does not exclude additional compensation in the event that the costs are greater than the amount of the deposit.

5.5 - Departure

Any release and, where applicable, return of the key of the rented accommodation or release of the pitch after the times stipulated in the article "Arrival and departure times" will result in the invoicing of an additional night's stay.

Any request to extend the stay must be made at least 24 hours before the planned departure date, as the campsite is not obliged to respond favorably.

No reduction will be made if the occupants are absent for one or more nights during their stay, or in the event of early departure (except in cases of force majeure, serious accident or death).

5.6 Pets

Pets (dogs and cats) are allowed at an additional cost per pet per day, provided they are tattooed, vaccinated and kept on a lead by a person of legal age (1 pet per accommodation and a maximum of 2 pets per pitch). Category 1 and 2 dogs are not accepted. The client must be able to show the vaccination certificate. The campsite may refuse any pet owner who does not respect this clause.

5.7 Visitors

The guest is obliged to inform the campsite management of any visitors who come to visit. Visitors must report to the reception desk on arrival and state the identity of each person.

6- Internal regulations and safety conditions

All persons present on the campsite must take note of and respect the Safety Instructions and the Internal Regulations. Failure to do so may result in permanent exclusion without refund or compensation.

Any malfunction of the electrical or gas appliances and equipment or of the water service must be reported immediately to the campsite reception. In all cases, the client must comply with the Safety Instructions displayed in the accommodation or on the internal regulations.

The use of bunk beds is forbidden to children under 6 years old.

The use by the client of electric barbecues, planchas, hotplates, charcoal barbecues is strictly forbidden in the campsite enclosure, as well as in the ramp, on the river bank, or on the river bed.

Gas barbecues with a lid are permitted, although the campsite management reserves the right to temporarily prohibit their use for good reason.

Open fires are strictly forbidden within the campsite grounds, in the wilderness areas, on the river bank or on the river bed.

It is strictly forbidden to recharge any type of electric or hybrid vehicle using the electric sockets located in the mobile homes.

Article 7 - Obligations of the client

7.1 Obligations of the client

The client undertakes to respect the number of persons indicated in the reservation. The number of people occupying an accommodation or pitch may not exceed the capacity indicated on the website www.camping-pinede.com, unless the campsite expressly agrees.

The client undertakes to strictly respect the internal regulations. The customer is liable for any infringement of these rules by the customer or the persons accompanying him/her.

For swimming, swimming trunks, mid-thigh swimming shorts, bikinis and one-piece swimming costumes are permitted, as opposed to any other clothing.

Image: the client expressly authorises the campsite, free of charge, to photograph or film him/her during his/her stay (him/her and the persons accommodated by the client) and to use the photos, videos or sounds on any medium, for a period of five years.

7.2 Obligations of the campsite

The campsite undertakes to do its best to ensure that the internal regulations are respected and to put an end to any disturbance that could hinder the customer's stay.

Article 8 - Complaints

Complaints concerning the course of the stay must be brought to the attention of the campsite management as soon as possible. The management will endeavour to find a solution quickly.

Article 9 - Force majeure

The campsite declines all responsibility for disruptions, interruptions or hindrances to the stay caused by events that could be qualified as force majeure.

Force majeure is defined as any event beyond the control of the campsite that could not be reasonably foreseen when the contract was concluded and whose effects cannot be avoided by appropriate measures.

The following are considered to be cases of force majeure: weather conditions preventing the performance of the service, acts of any civil or military authority, de facto or de jure, mobilization war, revolt, total or partial strike, fire or flooding, administrative closure, accidents, riots, interruption or delay of means of transport, acts of any third party, including the client, or any other circumstance having an external cause and directly preventing it, this list not being exhaustive. In the event of the occurrence of an event qualified as force majeure, the campsite reserves the right to suspend its obligations, without any prejudice or claim for damages being attributable to it. If the force majeure event is only temporary, the obligation shall be suspended, unless the resulting delay justifies the cancellation of the contract. If the impediment is definitive, the contract may be terminated by operation of law and the parties shall be released from their obligations.

Article 10 - Unforeseeability

The theory of unforeseeability provided for in Article 1195 of the Civil Code is excluded from all contracts for the provision of services, regardless of the form, concluded with the campsite.

Article 11 - Liability

The campsite declines all responsibility for damage to the camper-caravanner's equipment caused by the camper-caravanner; the client is required to take out civil liability insurance for his equipment (FFCC, ANWB, ADAC...).

The client is responsible for any disturbance that may occur on the pitch he occupies or in the accommodation he rents during his stay. The campsite cannot be held responsible in this respect. Visitors are under the full responsibility of the customer who welcomes them.

The campsite is responsible for the internal infrastructures and undertakes to make its best efforts to maintain them and ensure the safety of the client during the stay, except in cases where the client, the persons or things in his care are the author of the damage.

Article 12 - Applicable law

The present general conditions are subject to French law and any dispute relating to their application falls within the competence of the Tribunal de Grande Instance or the Tribunal de Commerce of Valence. 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.

All disputes to which the sales operations concluded in application of the present general terms and conditions of sale could give rise, concerning their validity, interpretation, execution, cancellation, consequences and consequences and which could not be resolved between the campsite and the client, will be submitted to the courts of Valence (Drôme), the place where the service was provided.