



CONDITIONS GÉNÉRALES DE VENTE

Reservation of accommodation or pitches for tourism by individuals

Details of the Provider :

SARL Camping L'Ombrage whose managers are Mr and Mrs Charmy

Lompras 63610St Pierre Colamine

Tel : 04.73.96.77.87

Mail : campombrage@orange.fr

Site : <http://www.campombrage.com>

DEFINITIONS :

ORDER OR RESERVATION OR RENTAL: Purchase of services.

SERVICES: seasonal rental of accommodation or bare pitches «tourism».

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

ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the L'ombrage campsite, operated by Mr and Mrs Charmy, to non-professional customers («The Customers» or «the Customer»), on its website www.campombrage.com or by telephone, post or electronic mail (e-mails), or in a place where the Service Provider markets the Services. They do not apply to the rental of pitches intended for mobile leisure homes (mobile homes) which are covered by a «leisure» contract.

The main characteristics of the Services are presented on the website www.campombrage.com or on a written medium - paper or electronic - in the event of a reservation by a means other than a remote order.

The Client is obliged to read them before placing an order. The choice and purchase of a Service is the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, 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 shall prevail, if necessary, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the Website or communicated by the Service Provider at the date the Customer places the Order.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system shall constitute proof of all transactions entered into with the Customer.

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 object to the processing of all personal data at any time, provided that such processing is not essential to the execution of the Order and the holiday as well as their consequences, by writing, by post and providing proof of his/her identity, to :

campombrage@orange.fr

The Client 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.campombrage.com website, or, in the event of a reservation being made outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Client selects on the website or fills in any document sent by the Provider the services he/she wishes to order, according to the following procedure:

-If the reservation is made online and the Client pays the deposit directly, a contract is returned to him/her and it is specified that the reservation is firm and final.

- If the booking is made online and the client does not pay the deposit directly but prefers to pay by bank cheque or holiday cheque: a contract is sent to him which he must sign and return to us with the deposit. A copy is returned to him signed and we specify that his booking is firm and definitive.

- If the booking is made by telephone and the client does not pay the deposit directly but prefers to pay by bank cheque or holiday voucher: a contract is sent to him which he must sign and return to us together with the deposit, a copy is returned to him signed and we specify that his booking is firm and definitive.

It is the Client's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors.

The Order shall only be deemed to be definitive once the Provider has sent the Client confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the case of a booking made directly at the premises where the

Provider markets the Services.

Any Order placed on the www.campombrage.com website constitutes the formation of a contract between the Client and the Provider.

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

ARTICLE 3 – PRICES

The Services offered by the Provider are provided at the prices in force on the website www.campombrage.com, or on any information medium of the Provider, at the time the Customer places the order. Prices are expressed in Euros, exclusive of tax and VAT.

The prices take into account any discounts that may be granted by the Provider on the website www.campombrage.com or on any information or communication medium.

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

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

An invoice will be issued by the Seller and handed over to the Customer at the latest when the balance of the price is paid.

3.1. TOURIST TAX

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

ARTICLE 4 – PAYMENT CONDITIONS

4.1. ARREARS

The sums paid in advance are deposits. They constitute a deposit on the total price due by the Client.

The deposit corresponds to 25% of the total price for the provision of the Services ordered and is required when the Client places the order. It must be paid on 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.

It will not be refunded by the Provider in the event of cancellation of the stay by the Client less than 60 days before the planned date of arrival (except in the cases provided for in article 6.4 of these general conditions). The balance of the stay must be paid in full no later than 30 days before the planned date of arrival.

4.2. PAYMENTS

Payments made by the Client will only be considered as final once the amounts due to the Provider have been received.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment terms set out above, to suspend or cancel the provision of the Services ordered by the Customer 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 SERVICES

The accommodation may be occupied from 4pm on the day of arrival and must be vacated by 10am on the day of departure.

The pitch may be occupied from 12 noon 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 no later than 30 days before the planned date of arrival.

The accommodation and pitches are designed for a specific number of occupants and cannot be occupied by a greater number of people under any circumstances.

The accommodation and pitches must be returned in the same state of cleanliness as on delivery. If this is not the case, the hirer will have to pay a fixed sum of 75€ for cleaning. Any damage to the accommodation or its accessories will be repaired immediately at the tenant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of 155€ is required from the Client on the day the keys are handed over and is returned to him on the day the rental ends, after any deduction of the costs of restoration.

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 a late arrival, an early departure or a change in the number of persons (whether for the whole or part of the planned stay).

Camping l'Ombrage offers you Cancellation and Interruption insurance for your rental contract. Our partner Gritchen Affinity undertakes to refund all or part of your stay. In the event of cancellation, inform the campsite of your withdrawal as soon as an event preventing your departure occurs by post or by e-mail. If the claim is covered by the general conditions (available on the website www.campez-couvert.com or from the campsite), notify the insurer within 48 hours and provide all the necessary information and supporting documents.

6.1. MODIFICATION

In the event of a change of dates or number of people, the Provider will do its utmost to accept requests for a change

of date within the limits of availability, without prejudice to any additional costs; in all cases, this is merely an obligation of means, as the 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 reduce the duration of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

6.2. INTERRUPTION

Early departure will not give rise to any refund from the Provider.

6.3. CANCELLATION

In the event of cancellation of the Reservation by the Client after its acceptance by the Provider less than 30 days before the date of the reserved Rental, for any reason whatsoever except force majeure, the balance paid on the Reservation, as defined in Article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale, shall be automatically acquired by the Provider as compensation and shall not give rise to any reimbursement

In all cases of cancellation, the processing and management fees (Article 3) will be retained by the Provider

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 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) decided by the public authorities, and which is not attributable to the Provider, the sums paid in advance by the Client for the booking of the stay will be reimbursed within 7 days.

However, the Provider shall not be liable for any additional compensation beyond the refund of the sums already paid for the booking of the holiday.

6.4.2. Notwithstanding the provisions of Article 6.3 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 part of 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 scheduled dates

Will result in :

- Either a refund of the sums paid in advance
- Or the issue of a non-refundable credit note valid for 18 months

Any processing and management fees as provided for in the general terms and conditions will be retained by the Service Provider. In all cases, the Client must provide proof of the event making him/her 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 stay due to government measures that do not allow participants to travel (general or local confinement, travel ban, border closure), even though the campsite is able to fulfil its obligation and welcome the Clients, the Provider

- will issue a credit note corresponding to the sums paid by the Client, minus the processing and management costs (Article 3) which will remain the property of the Provider. This credit note, which is non-refundable and non-transferable, will be valid for 18 months.

- OR will give rise to the reimbursement of the sums paid in advance.

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 indemnities received by the Client will be deducted from the amount of The refund.

OR

The credit note referred to in Articles 6.4.2 or 6.4.3.

ARTICLE 7 – OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE

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

7.2. PETS

Pets are accepted under the responsibility of their owners and must never be left alone on the pitch or in the accommodation.

They are accepted in return for the fixed rates available from the Provider and payable on site.

7.3. INTERNAL REGULATIONS

Rules and regulations are displayed at the entrance to the establishment and at reception. The Client is obliged to read them and to respect them. They are available on request.

ARTICLE 8 – OBLIGATIONS OF THE PROVIDER – GUARANTEE

The 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 design or production defect of the ordered Services.

In order to assert its rights, the Customer shall inform the Service Provider in writing of the existence of the defects or lack of conformity within a maximum of 2 days from the delivery of the Services.

The Service Provider shall refund or rectify or arrange for the rectification (where possible) of the services found to be defective as soon as possible and no later than 2 days after the defect or fault has been identified by the Service Provider. Reimbursement shall be made by crediting the Customer's bank account or by sending a bank cheque to the Customer. The Service Provider's liability is limited to the reimbursement of the Services actually paid by the Customer. The Service Provider shall not be held responsible or liable for any delay or failure to perform due to the occurrence of a force ma-

jeure event usually recognised by French case law.

The Services provided through the Provider's website www.campombrage.com 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 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 Article L221-28 of the Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, the writer of the present document, 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
- the management of the relationship with its customers and prospects,
- the organisation of, registration for and invitation to the Provider's events,
- the processing, execution, prospecting, production, management and follow-up of clients' requests and files,
- the drafting of documents on behalf of its clients.
- Or compliance with legal and regulatory obligations when it implements processing for the purpose of :
- the prevention of money laundering and the financing of terrorism and the fight against corruption,
- invoicing,
- accounting.

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

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

With regard to the prevention of money laundering and the financing of terrorism, the data is kept for 5 years after the end of the relationship with the Service Provider. As regards accounting, it is kept for 10 years from the end of the accounting period.

The data of prospective customers is kept for a period of 3 years if no participation or registration to the Provider's events has taken place.

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

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, question, limit, portability and delete data concerning them.

Data subjects also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to define general and specific directives defining the way in which they intend to exercise the above-mentioned rights after their death

- by e-mail to the following address E-mail address
- or by post to the following address Surname, first name Company name Postal address together with 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 website www.campombrage.com is the property of the 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 prohibited and may constitute an infringement of copyright.

In addition, the Service Provider retains all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Client) for the purpose of providing the Services to the Client. The Customer shall not reproduce or use such studies, drawings, models, prototypes, etc. without the express prior written consent of the Service Provider, which may be 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 it.

ARTICLE 12 – APPLICABLE LAW – LANGUAGE

These General Terms and Conditions of Sale and the operations arising from them are governed by 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 could give rise, concerning both their validity, their interpretation, their execution, their termination, their conse-

quences and their consequences and which could not be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of common law.

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

In particular, he may have free recourse to the following Consumer Mediator:

The proposed «consumer law» mediator is cm2c.

This mediation system can be reached electronically: www.cm2c.net

Or by post: Le Centre de la Médiation de la Consommation de Conciliateurs de Justice.14 rue saint Jean 75017 Paris

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Client acknowledges having been informed, prior to placing his/her 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 L111-7 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 their implementation procedures; 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 on termination and other important contractual conditions.

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

