

In order to be able to benefit from the services offered by the campsite DES BORDS DE CEZE, we ask you to carefully read the general conditions below. These conditions govern all reservations for accommodation or "tourist" pitches and are valid at the time the order is placed. Booking a stay implies full adherence to our terms and conditions.

GENERAL TERMS AND CONDITIONS OF SALE - GTC

DEFINITIONS: ORDER or RESERVATION or RENTAL: Purchase of the Services. **SERVICES:** seasonal rental of accommodation or bare location "tourism".

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

ARTICLE 1 - SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the CAMPSITE DES BORDS DE CEZE, operated by CAMPING DES BORDS DE CEZE ('the Service Provider'), to customers ('The Customers' or 'the Customer'), on its website www.lesbordsdeceze.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 pitch rentals intended for the reception of mobile homes for leisure (mobile homes) which are the subject of a "leisure" contract.

The main characteristics of the Services are presented on the [website www.lesbordsdeceze.com](http://www.lesbordsdeceze.com) or in writing - paper or electronic - in case of reservation by a means other than a remote order. 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 Conditions apply to the exclusion of all other conditions of the Service Provider, and in particular those applicable for other marketing channels of the Services. These GTC are accessible at any time on the website and will 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 on the date of placing the Order by the Customer. Unless proven otherwise, the data recorded in the Service Provider's computer system constitute proof of all transactions concluded with the Customer.

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 stay as well as their consequences, to all of his personal data by writing, by mail and proof of identity, at camping DES BORDS DE CEZE, 1044 chemin des campings, 30630 CORNILLON

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

ARTICLE 2 – RESERVATIONS

The Customer selects on the site or informs on any document sent by the Service Provider the services he wishes to order, according to the following methods:

- Either on the online booking site, choosing the rental of his choice and the options of his choice
- Either directly on site at the campsite, by phone, mail or email.

His request is then translated into a paper order project that is sent to him by email, mail or directly on the premises of the campsite.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any error to the Service Provider. The reservation becomes effective only with the camping agreement, after receipt of the deposit and after receipt either of the reservation contract duly completed and signed, or after acceptance of the general conditions of sale when booking online. The Order will only be considered final after the Customer has been sent confirmation of acceptance of the Order by the Service Provider, 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 website www.lesbordsdeceze.com constitutes the formation of a contract concluded at a distance between the Customer and the Service Provider. Any Order is nominative and cannot, under any circumstances, be transferred.

ARTICLE 3 – RATES

The Services offered by the Service Provider are provided at the rates in force on the website www.lesbordsdeceze.com, or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, HT and TTC.

The rates take into account any reductions that may be granted by the Service Provider on the [website www.lesbordsdeceze.com](http://www.lesbordsdeceze.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.lesbordsdeceze.com, in the email 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. An invoice is drawn up by the Seller and given to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX The tourist tax, collected on behalf of the community of municipalities, is not included in the rates. Its amount is determined per person per day by the agglomeration community of GARD RHODANIEN. It is to be paid when paying for the Service and appears separately on the invoice.

3.2 PARTICIPATION IN THE CONSUMPTION OF ELECTRICITY FOR VEHICLE CHARGING: a contribution to the electricity consumption is requested for the charging of electric vehicles, which will be on long charge, at the rates in force displayed in the campsite.

ARTICLE 4 - TERMS OF PAYMENT

4.1. CANCELLATION INSURANCE *In the current context of health crisis, CAMPING DES BORDS DE CEZE recommends that the customer take out a "travel insurance" contract ("COVERED CAMPER" (gritche affinity insurer) or other insurance of the same type). In addition to the traditional guarantees, their new "COVID-19" guarantees cover customers facing the individual consequences of the epidemic, such as the assumption of cancellation costs – COVID-19, in case of:*

COVID disease, quarantine, contact case with fourteen, Denied boarding,All the guarantees listed above represent a simple non-contractual summary of the guarantees of the contract. The insurer is only bound by the full text of the contract, which can be consulted on the Camper-couvert website.

Any insurance indemnities received by the Customer would be deducted from the amount of a credit note that could be due under Articles 6.4.1 to 6.4.3.

4.2 DEPOSIT The sums paid in advance are down payments. They constitute a value on the total price due by the Customer. A deposit corresponding to 30% of the total price of the provision of the Services ordered is required when the order is placed by the Customer. 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. It will be subject to a total or partial refund according to the date of cancellation according to the following scale:

- Full refund in case of cancellation of the contract between the date of booking and 60 days before arrival.
- No refund between 60 and 30 days before arrival but possibility to change the dates of stay (12 months of postponement possible) refund in case of pandemic (see art 6-4)
- Specific rules for cancellation in the event of a pandemic are also provided for in Article 6-4

4.3. BALANCE The full price of your rental and any additional services (excluding tourist tax) is due 30 days before the start of your stay (on arrival for pitches). (It is possible to send a cashable bank check on the scheduled day of arrival).

If you have not paid the balance within the time limit, LE CAMPING reserves the right to cancel the sale and to apply accordingly the conditions of cancellation provided for this purpose and defined below. Your commitment therefore becomes definitive from the 30th day before your stay. The commitment of CAMPING DES BORDS DE CEZE becomes final as soon as a booking confirmation is sent. All collection costs will be borne by the customer.

4.4. PAYMENTS Payment methods: for any reservation, whether by telephone, internet or directly, payment can be made: By credit card, By bank checks, By ANCV holiday checks, In cash, By bank transfer to the campsite account (number will be sent to you with the proposal of stay).

For any cash payment, check or ANCV check wanting to be made on site at the time of arrival, it will be requested as a guarantee the sending of a bank check or a credit card imprint of the corresponding amount. In the absence of payment at the time of your arrival, or presentation at the place of stay, the entire reservation will be debited from the card used for guarantee or by cashing the check.

Payments made by the Customer will only be considered final after actual collection by the Service Provider.

In the event of late payment and payment of the sums due by the Customer beyond the period set above, or after the date of payment appearing on the invoice sent to the latter, late payment penalties calculated at the rate of **3 times the legal interest rate of the amount** including VAT of the price of the Services, will be acquired automatically and automatically to the Service Provider, without any formality or prior formal notice.

4.5. NON-COMPLIANCE WITH THE PAYMENT CONDITIONS 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 Customer and/or to suspend the performance of its obligations after formal notice remained without effect.

ARTICLE 5 - PROVISION OF SERVICES

5.1. PROVISION AND USE OF SERVICES The accommodation or pitch may be occupied from 3 pm on the day of arrival and must be vacated for 10 am on the day of departure (12pm for pitches). The balance of the stay must be paid in full **30 days before the date of arrival** The accommodations and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of 70 € for cleaning and 100 € in case of smell of tobacco in the rental. Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant. The inventory state at the end of the rental must be strictly identical to that of the beginning of the rental. For rentals, the inventory appointments are to be taken by the customer the day before departure. They are possible between 8 and 10am.

Any delay in the release of the accommodation or the pitch will result in the invoicing of an additional night.

5.2. SECURITY DEPOSIT For rentals, a security deposit of € 250 is required from the Customer on the day of delivery of the keys and is returned to him on the day of end of the rental under possible deduction of the costs of restoration. This deposit does not constitute a limit of liability.

5.3 NUMBER OF OCCUPANTS: Accommodation and pitches are intended for a specified number of occupants for rent and may under no circumstances be occupied by a larger number of people. The person in charge of the contract must be of legal age on the day of entry into the premises. Any person visiting must be declared to the reception before entering the campsite; she can only stay in the campsite between 9 and 22h and access to the swimming pool is forbidden.

5.4 ACCESS : Access is by automatic barriers. Double-axle caravans are not accepted due to the narrowness of access;

For peace of mind, traffic in the campsite is prohibited from 10 pm to 7 am. Silence must be total during the night. During the day it is also requested to make as little noise as possible for the serenity of the customers

5.5 BARBECUES : wood barbecues prohibited throughout the campsite. Gas barbecues are commendable at the reception. Personal gas or electric barbecues possible.

5.6 USE : The tenant enjoys the rental in a peaceful manner and will make good use of it, in accordance with his destination. He is required to respect the internal regulations of the campsite He has the obligation to ensure that the tranquility of the neighborhood is not disturbed by his fact, his family, or his loved ones (whether during the day or in the evening. Loud music and discussions are prohibited). If he stays more than 15 days he will not be able to oppose the visit of the premises, at the request of the campsite.

5.8 WINTER RENTAL : not applicable.

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

No reduction will be granted in the event of a delayed arrival, early departure or a change in the number of people (either for all or part of the planned stay). **On the other hand, for all the following points: cancellation insurance may be applicable depending on the reasons invoked**

In case of cancellation, delay or interruption of stay, you must notify us:

- either by mail to camping DES BORDS DE CEZE, 1044 chemin des campings, 30630 CORNILLON FRANCE,
- or by email to the following address: contact@lesbordsdeceze.com

The date of receipt of the notification determines the date of cancellation.

In the absence of a written message from the customer with acknowledgment of receipt from the campsite, the rental becomes available 24 hours after the scheduled date of arrival at the contract; the reservation is cancelled and the customer remains liable for the entire stay.

For its part, the campsite may be obliged to cancel any reservation for technical reasons without it being required to compensate the customer, other than the deposit paid; the customer will be informed as early as possible.

6.1. MODIFICATION In the event of a change in the dates or number of people, the Service Provider will endeavor to accept as much as possible requests for modification of the date within the availability limit, without prejudice to any additional costs; this is in any case a simple obligation of means, the Service Provider cannot guarantee the availability of a location or accommodation, or another date; The applicable price will be that of the chosen period. Any request for a reduction in the duration of the stay will be considered by the Service Provider as a partial cancellation whose consequences are governed by Article 6.3.

6.2. INTERRUPTION A premature departure may not give rise to any refund from the Service Provider.

6.3. CANCELLATION EXCEPT IN THE CASE OF PANDEMIC In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider, the deposit paid to the Reservation, as defined in **Article 4 - TERMS OF PAYMENT** of these GTC

- between 60 and 30 days before arrival, is the subject of a credit note of the corresponding amount issued in favor of the customer, allowing him to modify his dates of stay (12 months of possible postponement).
- less than 30 days before the scheduled rental date booked, for any reason whatsoever except force majeure, will automatically be acquired by the Service Provider, as compensation, and may not give rise to any refund.

6.4. CANCELLATION IN CASE OF PANDEMIC

6.4.1. In the event of total or partial closure of the establishment during the dates of the booked stay (to which is assimilated to a measure of total or partial prohibition of reception of the public, insofar as 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 30 days of receipt of his request.**

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

6.4.2. By way of derogation from the provisions of Article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the scheduled dates will give rise to the issuance of a credit note valid for 18 months non-refundable. *In this context, it is recommended **to take out the CAMPER COUVERT cancellation insurance** offered by the campsite which insures the risk of COVID disease or contact case.*

6.4.3. By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the stay in its entirety due to government measures that do not allow participants to move (general or local confinement, travel ban, border closure), even though the campsite is able to perform its obligation and welcome Customers, the Service Provider will issue a credit note corresponding to the sums paid by the Customer. **This credit note will be at the customer's choice transferable at any time, valid for 18 months OR refundable on written request of the customer**

ARTICLE 7 - OBLIGATIONS OF THE CUSTOMER

7.1. CIVIL LIABILITY INSURANCE The Customer hosted on a pitch or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

Campsite establishments do not fall within the scope of the hoteliers' responsibility. Consequently, the responsibility OF THE CAMPSITE DES BORDS DE CEZE can not be engaged in case of loss, theft or damage of personal effects in the campsite, both in the rentals, the pitches and in the car parks or the common premises. It is therefore up to customers to take out additional insurance if necessary guaranteeing it against any damage, LE CAMPING DES BORDS DE CEZE declining any responsibility in case of theft, loss or degradation due to bad weather, fire, or vandalism.

Each tenant in title is responsible for the disturbances and nuisances caused by people staying with him or visiting him.

7.2. PETS Pets are accepted, under the responsibility of their masters for the packages available from the Service Provider and payable on site. Dogs of 1st and 2nd category are prohibited. The vaccination record must be in the client's possession. Keeping them on a leash is mandatory. Owners have an obligation to ensure that they do not bark. Under no circumstances should they remain alone in or next to the rental.

7.3. INTERNAL REGULATIONS A checked at the entrance of the establishment and at the reception, the Customer must read and respect it. It is available on request.

7.4 LIABILITY: The campsite declines all responsibility for damage or theft suffered by the customer's equipment that is of its own making; insurance for the customer's equipment in terms of civil liability is mandatory.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - 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 performance of the Services ordered. In order to assert its 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 defective as soon as possible and at the latest within 2 days of the Service Provider's finding of the defect or defect. The refund will be made by credit to the Customer's bank account or by bank check addressed to the Client. La Service Provider's guarantee is limited to the refund of the Services actually paid by the Customer. The Service Provider cannot be considered responsible or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided through the **www.lesbordsdeceze.com** Site 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 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 – RIGHT TO THE IMAGE - PROTECTION OF PERSONAL DATA

RIGHT TO THE IMAGE: Camping des bords de ceze, as well as any person whom the company wishes to replace, is authorized to photograph, record or film customers and potential visitors during their stay and to exploit said images, sounds, videos and recordings on any medium (in particular on the sites or web pages CAMPING DES BORDS DE CEZE including Facebook; on presentation and promotional materials and on tourist or travel guides). This authorization applies as much to the customer as to the people accommodated with him or visiting him. Its sole purpose is to ensure the promotion and animation of the domain and may in no way damage the reputation of the people photographed. This authorization is granted free of charge for an indefinite period.

DATA PROTECTION The Service Provider, the drafter hereof, 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, management of the relationship with its customers and prospects, organization, registration and invitation to events of the Service Provider, processing, execution, prospecting, production, management, follow-up of customer requests and files, drafting of acts on behalf of its customers.
- Compliance with legal and regulatory obligations when implementing 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 keeps the data only for the time necessary for the operations for which they were collected as well as in compliance with the regulations in force. In this regard, customer data is kept for the duration of the contractual relations increased by 3 years for the purposes of animation and prospecting, without prejudice to retention obligations or limitation periods.

In terms of prevention of money laundering and terrorist financing, the data are kept 5 years after the end of the relationship with the Service Provider. In accounting matters, they are kept for 10 years from the end of the accounting year. Prospects' data is kept for a period of 3 years if no participation or registration for the Service Provider's events has taken place. The data processed are intended for the authorized persons of the Service Provider. Under the conditions defined by the Data Protection Act and the European Data Protection Regulation, natural persons have the right to access data concerning them, rectification, interrogation, limitation, portability and erasure.

The persons concerned by the processing carried out also have a 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 to oppose 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: contact@lesbordsdeceze.com or by post to the following address: camping DES BORDS DE CEZE 1044 CHEMIN DES CAMPINGS 30630 CORNILLON 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.lesbordsdeceze.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, dissemination, total or partial use of this content is strictly prohibited and may constitute an offence of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Customer's request) for the provision of the Services to the Customer. The Customer is therefore prohibited from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider who may condition it to a financial consideration.

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

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

The General Terms and Conditions of Sale and the operations resulting 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 prevail in the event of a dispute.

ARTICLE 13 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and 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 resort, 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 free of charge to the following Consumer Mediator:

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more information on the website: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER

The Customer acknowledges having had communication, prior to the placing of his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and information referred to in Articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required pursuant to the decree of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in outdoor 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 ancillary costs; information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if it is not apparent from the context; information relating to legal and contractual guarantees and how they are implemented; 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, termination terms and other important contractual conditions.

The fact that a natural (or legal) person orders on the website www.lesbordsdeceze.com or pays the deposit and then the balance of the services ordered or occupies a rental or a location implies full acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to rely on any contradictory document, which would be unenforceable against the Service Provider.