

TERMS OF SALES

Reservation of accommodation or "tourism" pitch by individuals

Contact details of the Service Provider :

- Camping Les Jardins d'Agathe manager Mme Chevestrier Charlotte, SAS Les Mimosas 448 618 587, RCS Béziers
- 98 Chemin de Guiraudette, 34300 AGDE,
- Such. 04 67 01 67 36 Website www.camping-lesjardinsdagathe.com Email: contact@camping-lesjardinsdagathe.com
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DEFINITIONS:

ORDER or **RESERVATION** or **RENTAL** : Purchase of Services.

SERVICES: seasonal rental of accommodation or bare "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 Les Jardins d'Agathe campsite, operated by Mme Chevestrier Charlotte (the Service Provider), to non-professional customers ("The Customers" or "the Customer"), on its website www.camping-lesjardinsdagathe.com or by telephone, postal or electronic mail contact@camping-lesjardinsdagathe.com, or in a place where the Service Provider markets 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.camping-lesjardinsdagathe.com or in written form : paper or electronic : in the event 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 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:

Camping les Jardins d'Agathe, located 98 route de la Guiraudette, 34 300 Grau d'Agde

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.camping-lesjardinsdagathe.com, or, in the case of reservations outside the Internet, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Client 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:

Deposit of 30% € requested upon reservation, and finally the entire stay must be paid 30 days before the arrival date.

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 confirmation of acceptance of the Order by the Service Provider has been sent to the Customer, by email or post, or by signature of the contract in the case of reservation directly at the premises where the Service Provider markets the Services.

Any Order placed on the website www.camping-lesjardinsdagathe.com constitutes the formation of a contract concluded remotely 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 force on the website www.camping-lesjardinsdagathe.com, or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding tax and including tax.

The prices take into account any reductions that may be granted by the Service Provider on the website www.camping-lesjardinsdagathe.com or on any information or communication medium.

The prices indicated are subject to change. The campsite reserves the right to modify prices at any time. Stays will be invoiced based on the rates in effect on the day of reservation, subject to availability. It is advisable to check the applicable rate by contacting the campsite directly.

They do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website www.camping-lesjardinsdagathe.com or in the information (mail, email, etc.) previously communicated to the Customer, and calculated before placing the Order.

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

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

3.1. TOURIST TAX AND ECO PARTICIPATION

The tourist tax and the ecoparticipation tax, collected on behalf of the municipality / 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

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

A deposit corresponding to **30%** of the total price of the provision of the Services ordered is required when the Customer places the order. 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 not be subject to any reimbursement by the Service.

The balance of the stay must be paid in full **30** days before the arrival date (under penalty of cancellation of this rental)

We accept holiday vouchers up to 30% of the total amount.

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 addressed to the latter, late payment penalties in the amount of 40€ will be applied, acquired automatically and automatically from the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all sums owed by the Client, without prejudice to any other action that the Service Provider may be entitled to take, in this respect, against the Client.

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

The accommodation or pitch may be occupied from **4:00** p.m. on the day of arrival and must be vacated for **8:00 a.m.** time on the day of departure.

The balance of the stay must be paid in full

- **30** days before the arrival date (under penalty of cancellation of this rental)

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

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 **€100** for cleaning. Any damage to the accommodation or its accessories will result in immediate repairs at the tenant's expense. The inventory state at the end of the rental must be strictly identical to that at the start of the rental.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of **€310** is required from the Customer on the day the keys are handed over and is returned to them on the day the rental ends, subject to possible deduction of repair costs.

This guarantee does not constitute a limit of liability.

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).

No cancellation will be applied if you have not taken out cancellation insurance.

If you take out cancellation insurance:

The amounts paid are guaranteed according to the general cancellation conditions of the Gritchen company.

Camping les Jardins d'Agathe is not responsible for any refusal from Gritchen.

Complaints should be sent directly to the insurance company: www.campezcouvert.com

(See more details on the "Cancellation insurance" tab).

6.1. EDIT

In the event of a change in dates or number of people, the Service Provider will endeavor 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 IN CASE OF PANDEMIC

6.3.1. 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 one **month from the closure of the campsite**.

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.

6.3.2. 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 is affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his participation in the stay on the planned dates

- to the reimbursement of sums paid in advance
- **OR** upon delivery of a valid credit note **12** month non-refundable and non-transferable at the end of the validity period .

Any processing and management costs as provided for in the general conditions will remain with the Service Provider. In all cases, the Customer must provide proof of the event making him eligible for this right to cancellation.

6.3.3. By way of derogation from the provisions of article **6.3 CANCELLATION**, in the event that the Client is forced to cancel the entire stay due to government measures not allowing participants to travel (general or local confinement, travel ban, closure borders), even though the campsite is able to fulfill its obligation and welcome Customers, the Service Provider

· will issue a credit note corresponding to the sums paid by the Client, less processing and management costs (article 3) which will remain with the Service Provider. This credit, non-refundable and non-transferable, will be valid for **12** months.

· **OR** : will result in the reimbursement of sums paid in advance.

6.3.4 · If the Client subscribes to specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance compensation received by the Client will be deducted. the amount

ARTICLE 7 · CUSTOMER OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Customer staying on a location or in accommodation must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are accepted, under the responsibility of their owners (except category 1 or 2).

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

7.3. INTERNAL RULES

Internal regulations are displayed at the entrance to the establishment and at reception. The Customer is required to read it and respect it. It is available upon simple request.

7.4 MINORS

For security reasons, minors unaccompanied by their parents for the entire duration of their stay are not accepted in the campsite.

He will not be able to have alcohol served at the campsite snack bar, only soft drinks (alcohol over 18s).

7.5 SWIMMING POOL

Short swimming shorts (above the knee) and swimming costumes are permitted in the pool area.

T-shirts, long swimming shorts (below the knees), swimming dresses, burkinis, sports shorts, headscarves and nicabs are not permitted in the pool area.

In accordance with DDASS regulations, swimming costumes must be worn for swimming only, as they provide little coverage and allow pool staff to check for skin problems.

ARTICLE 8 · OBLIGATIONS OF THE SERVICE PROVIDER · GUARANTEE

The Service Provider guarantees the Client, in accordance with legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a fault in the design or production 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 **7 days** . from the provision of the Services.

The Service Provider will reimburse or rectify or have rectified (to the extent possible) the services deemed defective as soon as possible and at the latest within **21** days following the Service Provider's observation of the defect or defect. Reimbursement will be made by credit to the Customer's bank account or by bank check addressed to the Customer.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client. 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 via the website www.camping-lesjardinsdagathe.com of the Service Provider comply with the regulations in force in France.

ARTICLE 9 · RIGHT OF WITHDRAWAL

Activities related to the organization and the sale of stays or excursions on a specific date or during a period specified are not subject to the withdrawal period applicable to the 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, drafter of this document, implements processing of personal data which has the legal basis:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes :
 - prospecting
 - management of relationships with customers and prospects,
 - the organization, registration and invitation to events of the Service Provider,
 - processing, execution, prospecting, production, management, monitoring of customer requests and files,
 - drafting documents on behalf of its clients.
- Or 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,
 - 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 regard, customer data is kept for the duration of contractual relationships increased by 3 years for animation and prospecting purposes, without prejudice to retention obligations or limitation periods.

In terms of preventing money laundering and terrorist financing, data is kept for 5 years after the end of relations 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 processed data is intended for 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, query, limitation, portability, erasure.

The persons concerned by the processing carried out also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as legal basis the legitimate interest of the Service Provider, as well as a right to object to commercial prospecting.

They also have the right to define general and specific directives defining the manner in which they intend for the rights mentioned above to be exercised, after their death.

- by email to the following address: contact@camping-lesjardinsdagathe.com
- or by post to the following address: Camping les Jardins d'Agathe, 98 route de la Guiraudette, 34 300 Grau d'Agde accompanied by a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL.

ARTICLE 11 · INTELLECTUAL PROPERTY

The content of the website www.camping-lesjardinsdagathe.com 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 may constitute an offense of counterfeiting. In addition, the Service Provider remains the owner of all intellectual property rights over 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 therefore refrains 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 on financial compensation.

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 Conditions of Sale and the operations resulting from them are governed 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 will be 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 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 Client 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 any other alternative method of dispute resolution.

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

CM2C Mediation, 14 Rue Saint Jean, 75 017 Paris
Tel. 06 09 20 48 86

ARTICLE 14 · PRECONTRACTUAL INFORMATION · CUSTOMER ACCEPTANCE

The Customer acknowledges having been informed, 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 prior consumer information 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 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 implementation methods; 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 act of a natural (or legal) person ordering on the website www.camping-lesjardinsdagathe.com implies full and complete adherence and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.