

TERMS OF SALES

Reservation of accommodation or "tourism" pitches by individuals

Contact details of the Service Provider:

- Camping Les Jardins d' Agathe manager Ms. Chevestrier Charlotte, SAS Les Mimosas 448 618 587, RCS Beziers
- 98 Chemin de Guiraudette, 34300 AGDE,
- Phone. 04 67 0167 36 Site www.camping-lesjardinsdagathe.com Mail: contact@camping-lesjardinsdagathe.com

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or "tourism" bare pitches.

ACCOMMODATION: Tent, caravan, mobile leisure residence and light leisure accommodation.

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 Les Jardins d'Agathe campsite, operated by Ms. Chevestrier Charlotte ('the Service Provider'), to non-professional customers ("The Customers" or "the Customer"), on its website www.camping-lesjardinsdagathe.com or by telephone, post or email contact@camping-lesjardinsdagathe.com, or in a place where the Service Provider sells Services. They do not apply to location rentals intended to accommodate leisure mobile homes (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 a reservation by means other than a remote control.

The Customer is required to read it before placing an 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 the one 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 IT system of the Service Provider constitutes proof of all the transactions concluded with the Customer.

Under the conditions defined by the Data Protection Act and the European data protection regulations, 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 his personal data by writing, by mail and justifying his 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 Ordering procedure, as well as the general conditions of use of the website www.camping-lesjardinsdagathe.com, or, in the event of a reservation outside the Internet, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Customer selects on the site or provides information on any document sent by the Service Provider the services he wishes to order, as follows:

Deposit of 30% requested at the reservation, and finally the entire stay is to be paid 7 days before the date of arrival.

It is the Customer's responsibility to verify the accuracy of the Order and to immediately report any errors to the Service Provider. The Order will only be considered final after sending the Customer confirmation of the acceptance of the Order by the Service Provider, by email or post, or by signing the contract in the event of a reservation directly at the premises where the Provider markets the Services.

Any Order placed on the website www.camping-lesjardinsdagathe.com constitutes the formation of a contract concluded at a distance 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 rates in effect on the website www.camping-lesiardinsda.gathe.com, or on any information medium from the Service Provider, when the Customer places the order. The prices are expressed in Euros, HT and TIC.

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

These prices are firm and cannot be revised during their period of validity, as indicated on the website www.camping-les.jardinsdagathe.com, in the email or in the written proposal sent to the Client. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

They do not include the processing and management costs, which are invoiced in addition, under the conditions indicated on the website www.camping-les.jardinsda.gathe.c om or in the information (letter, email, etc.) communicated to the Customer beforehand, and calculated prior to 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 at the time of payment of the balance of the price.

3.1. TOURIST TAX AND ECO PARTICIPATION

The tourist tax and the eco-participation tax, collected on behalf of the municipality/ community of municipalities, are not included in the rates. Its amount is determined per person and per day and is variable depending on the destination. It is to be paid when paying for the Service and appears separately on the invoice.

ARTICLE 4 -TERMS OF PAYMENT

4.1. ADVANCE PAYMENT

Amounts paid in advance are down payments. They constitute a charge on the total price owed by the Customer.

A deposit corresponding to **30%** of the total price of the supply of the Services ordered is required when placing the order by the Customer. It must be paid upon receipt of the final rental agreement and attached to the copy to be returned. It will be deducted from the total amount of the order.

AT THE MANAGER'S CHOICE:

No refund will be made by the Service Provider in the event of cancellation of the stay by the Customer less than 7 days before the scheduled date of arrival (except in cases provided for in Article 6.4 of these general conditions) .

OR: it will be subject to a total or partial refund depending on the cancellation date according to the following scale:

- 100% up to 7 days before the date of arrival with medical proof

OR: it cannot be reimbursed by the Service Provider due to a cancellation by the Customer less than 7 days before the date of arrival .

The balance of the stay must be paid in full 7 days before the date of arrival (under penalty of cancellation of this rental)

4.2. PAYMENTS

Payments made by the Customer will only be considered final after actual receipt of the sums due by the Service Provider.

In the event of late payment and payment of sums due by the Customer beyond the time limit set above, or after the date of payment appearing on the invoice addressed to the latter, late penalties of an amount of 40 € will be applied, acquired automatically and automatically to the Service Provider , without any formality or prior notice.

Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider would be entitled to bring, in this respect, against the Customer.

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 Customer and/ or to suspend the performance of its obligations. after formal notice remained ineffective.

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 by **8:00 a.m.** on the day of departure.

The balance of the stay must be paid in full

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

Accommodation and pitches are provided for a determined number of occupants for hire and may in no case be occupied by a greater number of people.

Accommodation and pitches will be left in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of **100€** for cleaning. Any degradation of the accommodation or its accessories will result in immediate repairs at the expense of the tenant. The end-of-rental inventory statement must be strictly identical to that of 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 returned to him on the day of the end of the rental, subject to possible deduction of repair costs.

This deposit 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 event of a delayed arrival, an early departure or a change in the number of people (whether for all or part of the planned stay).

6.1. MODIFICATION

In the event of a change in the dates or the number of people, the Service Provider will endeavor to accept as much as possible requests for change of date 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 pitch or accommodation, or of 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 the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider at least **7** days before the scheduled date of the reserved Rental, for any reason whatsoever except force majeure, the deposit paid at the Reservation, as defined in article 4 - TERMS OF PAYMENT of these General Terms and Conditions of Sale will automatically be acquired by the Service Provider, as compensation, and may not give rise to any reimbursement.

In all cases of cancellation, the processing and management costs (article 3) will remain with the Service Provider

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 reserved stay (which is assimilated to a measure of total or partial ban on 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 **one month from the closure of the campsite.**

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

6.4.2. Notwithstanding 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 dates planned

- reimbursement of amounts paid in advance

- **OR** the issuance of a credit note valid for **12** months, 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 imperatively justify the event making him eligible for this right to cancellation.

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 full 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 Customer, less processing and management costs (article 3) which will remain due to the Service Provider. This credit, non-refundable and non-transferable, will be valid for **12 months**.

- **OR**: will result in reimbursement of amounts paid in advance.

6.4.4 - In the event that the Customer takes out specific insurance covering the risks listed in Article 6.4.2 or in Article 6.4.3, the insurance compensation received by the Customer will be deducted. the amount

ARTICLE 7 - CLIENT'S OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

The Customer lodged on a site or in an accommodation must be insured for civil liability. An insurance certificate may be requested from the Customer 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 through the packages available from the Service Provider and payable locally.

7.3. INTERNAL REGULATIONS

Internal regulations are posted at the entrance to the establishment and at reception. The Customer is required to read it and comply with it. It is available on request.

ARTICLE 8 - SERVICE PROVIDER'S OBLIGATIONS - GUARANTEE

The Service Provider guarantees the Customer, in accordance with 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 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 cause to be corrected (as far as possible) the services deemed to be defective as soon as possible and at the latest within **21 days** following the finding by the Service Provider of the defect or vice. Reimbursement will be made by credit to the Customer's bank account or by check sent to the Customer.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider cannot be considered responsible or at fault for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French case law.

The Services provided through the Provider's website www.camping-leslardinsda-cathe.com 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 at a specified period are not subject to the withdrawal period applicable to distance and off-premises selling, in accordance with the provisions of the article L221-28 of the Consumer Code.

ARTICLE 10- PROTECTION OF PERSONAL DATA

The Service Provider, who drafts these presents, implements the processing of personal data which has as a legal basis:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - prospecting
 - managing the relationship with its 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 of acts on behalf of its clients.
- Or compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - prevention of money laundering and terrorist financing and the fight against corruption,
 - invoicing,
 - accountability.

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

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

With regard to the prevention of money laundering and the financing of terrorism, data is kept for 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

Prospects data are kept for a period of 3 years if no participation or registration in the events of the Service Provider has taken place.

The data processed are 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 the right to access data concerning them, rectification, interrogation, limitation, portability, erasure.

The persons concerned by the processing carried out also have the right to oppose 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 of opposition to 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 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.

The persons concerned 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 is liable to constitute an offense of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer therefore refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorization of the Service Provider who may make it conditional on financial compensation.

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

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 prevail in the event of a dispute.

ARTICLE 13 - DISPUTES

All disputes to which the purchase and sale transactions 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 Client is informed that he may in any event have recourse, in the event of a dispute, to a conventional mediation procedure or any other alternative mode of dispute settlement.

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

CM2C Mediation

14 Rue Saint Jean

75 017 Paris

Phone: 06 09 20 48 86

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having had communication, 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 LIII-7 of the Code of consumption, in addition to the information required in application of 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 does not appear 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 the terms of termination and other important contractual conditions.

The fact for a natural (or legal) person, to order on the website www.campin-g-les-jardinsdagathe.com implies full and complete acceptance and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to take advantage of any contradictory document, which would be unenforceable against the Service Provider.