

## GENERAL TERMS AND CONDITIONS OF SALE

### Camping accommodation or pitch booking by private individuals

#### Contact details of the Service Provider:

- Camping de Sainte-Mère-Église, SARL LES PANARDOS (Siret = 838 700 177 00010)
- 6 rue du 505<sup>ème</sup> Airborne 50480 SAINTE-MERE-EGLISE
- TEL : 02 33 41 35 22
- E-MAIL : smecamping@gmail.com

#### DEFINITIONS:

**BOOKING or RESERVATION or RENTAL:** service provision.

**SERVICES:** seasonal rental of camping accommodation or pitch.

**ACCOMMODATION:** Tent, caravan, mobile home and chalet.

#### ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restrictions or reservations, to any camping accommodation or pitch rental on the « **Camping de Sainte-Mère-Église** » campsite, operated by xxx (the "Service Provider"), to non-professional clients ("the Clients" or "the Client"), on its website <https://camping-sainte-mere.fr/> or by telephone, post or email, or where the Service Provider markets its Services. These do not apply to campsite rentals intended for mobile homes, which require a long-term rental contract.

The Services' main characteristics are presented on the website <https://camping-sainte-mere.fr/> or in written form - paper or electronic - should the booking not be made on-line.

The Client is required to read them before finalising its booking. 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, namely those applicable for other marketing channels for the Services.

These General Terms and 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 Client is the one on the website or communicated by the Service Provider when the Client makes its Booking.

Unless proven otherwise, the data recorded in the Service Provider's IT 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 Client has, at any time, a right of access, rectification and opposition if the processing is not essential to carry out the booking, and can request the processing of all its personal data to be suspended by written notice, by post and justifying its identity, addressed to:

Camping de Sainte-Mère-Église  
6 rue du 505<sup>ème</sup> Airborne  
50480 SAINTE-MERE-EGLISE  
E-mail : smecamping@gmail.com

The Client 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 completing the online booking, as well as the general conditions of use of the website <https://camping-sainte-mere.fr/> or, if the booking was not made on the internet, by any other appropriate means.

#### ARTICLE 2 - RESERVATIONS

The Client selects on the website, or provides information on any document made available by the Service Provider, the services it wishes to book, according to the following terms and conditions:

**The reservation will only be effective upon receipt of payment of the 30% deposit** (30% of the total amount of the stay). The balance of the stay must be paid on your arrival at the Campsite.

The Client is responsible for verifying the accuracy of the Booking and to immediately report any errors to the Service Provider. The Booking will only be deemed confirmed after the Service Provider has sent the Client a confirmation accepting the Booking by email or post or upon signature of the contract should the booking be made directly at the premises where the Service Provider markets its Services.

All Bookings made on the website <https://camping-sainte-mere.fr/> constitute a contract concluded remotely between the Client and the Service Provider.

All Bookings 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 force on the website <https://camping-sainte-mere.fr/> or on any information medium provided by the Service Provider when the booking is made by the Client. Prices are in Euros, with and without value added taxes.

The prices take into consideration any reductions that may be granted by the Service Provider on the website <https://camping-sainte-mere.fr/> or on any information or communication medium.

These prices are final and not revisable during their validity period, as provided for on the website <https://camping-sainte-mere.fr/>, in the email or in the written proposal addressed to the Client. Beyond this validity period, the offer lapses and the Service Provider is no longer bound by the prices.

They do not include processing and management fees, which are invoiced separately, under the conditions provided for on the website <https://camping-sainte-mere.fr/> or in the information (post, email, ...) communicated beforehand to the Client and calculated before the Booking is made.

The Client must pay the total price, including these fees.

An invoice is prepared by the Seller and given to the Client at the latest when payment of the balance is due.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/council is not included in the prices. Its amount is determined per person and per day and varies according to the destination. This tax must be paid when paying for the Service and is shown separately on the invoice.

### **ARTICLE 4 - PAYMENT TERMS**

#### **4.1. ADVANCE PAYMENT**

Amounts paid as deposit are considered advance payments. They constitute a charge on the total price due by the Client.

When booking, the Client must make an advance payment corresponding to 30% of the total price for the Services booked and provided. It must be paid upon receipt of the final rental agreement and attached to the copy to be returned. This amount will be deducted from the total price of the booking.

The Service Provider will not refund any amount if the Client cancels its stay less than 30 days before the scheduled date of arrival (except in cases provided for in article 6.4 of these General Terms and Conditions).

No refund will be made by the Service Provider in case of cancellation of the stay by the Customer less than 30 days before the scheduled date of arrival (except in cases included in Article 6.4 of these general conditions). The balance of the stay must be paid on your arrival at the Campsite.

## **4.2. PAYMENTS**

Payments made by the Client will only be deemed final when the Service Provider has actually received the amounts due.

## **4.3. NON-COMPLIANCE WITH THE PAYMENT TERMS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the above-mentioned payment terms, to suspend or cancel the provision of the Services booked by the Client and/or to suspend the performance of its obligations after a formal notice to comply remains ineffective.

## **ARTICLE 5 – PROVISION OF SERVICES**

### **5.1. PROVISION AND USE OF SERVICES**

The accommodation can be occupied from 4 p.m. on the day of arrival and must be vacated by 10h30 a.m. on the day of departure.

The pitch can be occupied from 2 p.m. on the day of arrival and must be vacated by 12 noon on the day of departure.

Any time overruns on pitches and accommodation will result in an additional night's billed.

The balance of the stay must be paid in full on the day of arrival.

Accommodations and pitches are provided for a determined number of occupants and can in no case be occupied by a greater number of people.

The accommodations 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**. 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 (accommodation with shower and toilet), a security deposit of € 200 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.

For accommodation rentals (accommodation without shower and toilet inside), a security deposit of **€ 70** 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 THE STAY BY THE CLIENT**

No reduction will be granted in the event of delayed arrival, early departure or change in the number of people (whether for part/the entire duration of the planned stay).

### **6.1. CHANGES**

In the event of a change in the dates or the number of people, the Service Provider will endeavour to accept the requests for change of date, subject to availability, without prejudice to any additional costs; in all cases, this is a simple obligation of means, as the Service Provider cannot guarantee the availability of a camping pitch or accommodation or of another date; in these cases, an additional sum may be requested.

Any request to shorten the duration of a 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 refund from the Service Provider.

### **6.3. CANCELLATION**

In case of cancellation of the Reservation by the Customer after its acceptance by the Service Provider at least 30 days before the scheduled date of the reserved Rental, for any reason whatsoever except act of god, 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 THE EVENT OF A PANDEMIC**

**6.4.1.** In case 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 the subject of a refund or a credit in within 1 month. 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 will give rise to reimbursement or a credit note of sums paid in advance only if the Customer provides proof of his condition by sending a copy of a medical procedure (positive PCR test), declaration from Health Insurance. 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 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 result in reimbursement or a credit note for prepaid sums.

#### **ARTICLE 7 - OBLIGATIONS OF THE CLIENT**

##### **7.1. CIVIL LIABILITY INSURANCE**

The Client on a pitch or in accommodated must have subscribed to a civil liability insurance policy. A copy of the insurance policy may be requested from the Client before the start of the stay.

##### **7.2. PETS**

Dogs are accepted (€ 1.50 per dog / night). Dogs must be tattooed and vaccinated (up-to-date vaccination record), they must be kept on a leash, their soiling must be removed by their owners. All dogs classified as "dangerous category" are strictly prohibited. **It is strictly forbidden to leave an animal alone on a pitch, tied up or locked in a car or in a rental.**

##### **7.3. CAMPSITE REGULATIONS**

Campsite regulations are displayed at the entrance to the establishment and at the reception. The Client must take note of these regulations and comply with them. They are available on request.

#### **ARTICLE 8 - RIGHT OF WITHDRAWAL**

Activities related to the organisation and sale of stays or excursions on a given date or at a specified period are not subject to the right of withdrawal applicable to distance and off-premises sales, in accordance with the provisions of Article L221-28 of the French Consumer Code.

#### **ARTICLE 9 - PROTECTION OF PERSONAL DATA**

The Service Provider, who drew up these terms and conditions, processes personal data on the following legal basis:

- Legitimate interest by the Service Provider when pursuing:
  - prospecting;
  - managing the relationship with its clients and prospects;
  - organisation, registration and invitation to Service Provider events;
  - processing, execution, prospecting, production, management, monitoring of client requests and files;
  - the drafting of acts on behalf of its clients.
- Compliance with legal and regulatory obligations when implementing processing for the purpose of:
  - preventing money laundering and terrorist financing and the fight against corruption;

- invoicing;
- accounting.

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

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

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

Prospect data is kept for 3 years if no participation or registration to the Service Provider's events has taken place.

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

Under the terms of the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, to rectify, to question, to restrict the use of, to transfer and to delete any data concerning them.

The individuals concerned also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data on which the legitimate interest of the Service Provider is based, as well as the right to object to sales prospecting.

They also have the right to define general and specific guidelines regulating how they intend to exercise, after their death, the above-mentioned rights

- by email to the following address: **smecamping@gmail.com**
- or by post to the following address : **Camping de Sainte-Mère-Église 6 rue du 505<sup>ème</sup> Airborne 50480 SAINTE-MERE- EGLISE**

#### **ARTICLE 10 - INTELLECTUAL PROPERTY**

The content of the website <https://camping-sainte-mere.fr/> belongs to the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute a counterfeiting offence.

In addition, the Service Provider retains all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. Therefore, the Client refrains from any reproduction or use of said studies, drawings, models and prototypes, etc., without the express, prior written authorisation of the Service Provider who may make it conditional to 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 the Service Provider.

#### **ARTICLE 11 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations resulting from them are governed and subject to French law.

These General Terms and Conditions of Sale are originally written in French. Should they be translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

#### **ARTICLE 12 - DISPUTES**

All disputes arising from the purchase and sale transactions concluded pursuant to these general terms and conditions of sale, concerning their validity, interpretation, execution, termination, consequences and others and which could not be resolved between the Service Provider and the Client will be submitted before the competent courts under the conditions of common law.

The Client is informed that, in the event of a dispute, it may resort to conventional mediation or any other alternative dispute resolution method.

In particular, the Client may resort to the following Consumer Mediator free of charge:

In accordance with the provisions of the Consumer Code concerning “the mediation process for consumer disputes”, the customer has the right to use the mediation service offered by Camping de Sainte-Mère-Église free of charge. The “consumer law” mediator thus proposed is **CM2C**.

**This mediation system can be contacted by:**

- **by e-mail: [cm2c@cm2c.net](mailto:cm2c@cm2c.net) - TEL: 01 89 47 00 14**

- **or by post: CM2C 14 RUE SAINT JEAN 75017 PARIS »**

#### **ARTICLE 13 - PRECONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Client acknowledges having received, prior to its Booking, in a readable and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to the necessary details in application of the decree of 22 October 2008 regarding the prior consumer information on the characteristics of campsite rental accommodation, 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 associated fees;
- information on the identity of the Service Provider, its address, telephone number, electronic details and its activities, if 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 using conventional mediation in the event of a dispute;
- information on the terms of termination and other important contractual conditions.

Any booking by an individual (or legal entity) on the website <https://camping-sainte-mere.fr/> implies full and complete acceptance of these General Terms and Conditions of Sale, which are expressly recognised by the Client, who waives, in particular, to avail itself of any contradictory document, which would be unenforceable against the Service Provider.