

## GENERAL TERMS AND CONDITIONS OF SALE 2022

Bookings by private individuals for "tourist" accommodation or pitches

### CAMPING LE POLE

*1430 Route du bout du lac  
- 74210 Lathuile*

04 50 44 32 13 - [campinglepole@orange.fr](mailto:campinglepole@orange.fr)

[www.camping-lepole.fr](http://www.camping-lepole.fr)

#### Definitions:

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

**SERVICES**: seasonal "tourist" rental accommodation or bare pitches.

**ACCOMMODATION**: Tent, caravan, mobile home and light leisure home, studio and gîte.

#### ARTICLE ONE - SCOPE

These General Terms and Conditions of Sale are applicable, without restriction or reservation, to all rentals of accommodation or pitches at the **CAMPING LE POLE** campsite, for non-professional clients ("Clients" or "Client") on the website [www.camping-lepole.fr](http://www.camping-lepole.fr) or by telephone, post, email, or in any location where the Service Provider offers the Services for sale. They are not applicable to rentals of pitches intended for mobile leisure homes (motor homes) which are outlined in a separate "leisure activity" agreement.

The primary characteristics of the Services are outlined on the website at [www.camping-lepole.fr](http://www.camping-lepole.fr) or on a written document

- whether paper or electronic - in the event of making a booking by any means other than a remote booking.

The Client is required to read these prior to placing any order. The Client has sole and exclusive liability for the choice and purchase of a Service.

These General Terms and Conditions of Sale are applicable excluding all other terms and conditions of the Service Provider, and notably those applicable to other Service sales channels.

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 over any other contractual document. The version applicable to the Client is that in force on the Website or sent by the Service Provider on the date on which the Client places an Order.

Notwithstanding any proof to the contrary, data recorded in the Service Provider's information system will constitute proof of all transactions agreed with the Client.

In line with terms and conditions set forth under the European Data Protection Regulations, at all times, the Client has a right to access, amend, and object if processing is not essential for execution of an order and the stay, as well as all consequences thereof, concerning all personal data held by writing by post and justifying his or her identity to:

**CAMPING LE POLE**

***1430 route du bout du lac***

***74210 Lathuile***

The Client hereby confirms to have read these General Terms and Conditions of Sale and to have accepted these by ticking the appropriate box prior to the online Order process, as well as the general terms and conditions of use of [www.camping-lepole.fr](http://www.camping-lepole.fr), or, in the event of any offline booking, by any other appropriate means.

**ARTICLE 2 - BOOKINGS**

The Client selects what he or she wishes to order either on the website or from any other document sent by the Service Provider and subject to the following:

- Availability;
- Selection of the stay;
- Choice of option
- Order confirmation.

It is incumbent upon the Client to confirm the accuracy of the Order and to immediately notify the Service Provider or any error. An Order will only be deemed as confirmed following issue to the Client of the Order confirmation by the Service Provider, either by email or post, or by signature of the contract in the event of any booking made directly on the premises of the Service Provider selling the Services.

Any Order placed on the website at [www.camping-lepole.fr](http://www.camping-lepole.fr) constitutes a remote contract by and between the Client and the Service Provider.

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

**ARTICLE 3 - RATES**

The Services offered by the Service Provider are provided at the rates in force online [www.camping-lepole.fr](http://www.camping-lepole.fr) or on any other information document of the Service Provider, when the Client places an order. Prices are given in euros, excluding tax and inclusive of tax.

Prices take into account any reductions which may have been granted by the Service Provider online at [www.camping-lepole.fr](http://www.camping-lepole.fr) or on any information or communication document.

These prices are fixed and non-adjustable for their term of validity, as indicated online at [www.camping-lepole.fr](http://www.camping-lepole.fr), in the email or written proposal sent to the Client. Beyond this period of validity, all offers are no longer valid and the Service Provider is not bound to accept the price indicated.

Prices do not include administration and handling fees, which are invoiced as a supplement, in line with the terms and conditions set forth online at [www.camping-lepole.fr](http://www.camping-lepole.fr) or in information (letter, email, etc.) previously sent to the Client, and calculated prior to placement of an Order.

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

An invoice is issued by the Seller and sent to the Client by the latest at the time of payment of the remaining balance.

### **3.1. RESIDENCY TAX**

Residency tax, collected on behalf of the local/regional authorities, is not included in the prices. The total amount of this tax is calculated per person and per day and varies depending on the destination. It is payable at the time of payment for the Service and appears separately on the invoice.

## **ARTICLE 4 - PAYMENT TERMS**

### **4.1. DEPOSITS**

All amounts paid in advance are deposits. These constitute a deposit over the total balance payable by the Client.

A deposit corresponding to 25% of the total price of the Services ordered is necessary at the time the Client places the order. This should be paid following receipt of the definitive rental agreement and attached to the copy to be returned. The deposit amount will be deducted from the order total.

The deposit may not be reimbursed by the Service Provider in the event of cancellation of the stay by the Client less than 90 days prior to the scheduled arrival date (aside for those instances for which provision is made under article 6.4 of these general terms and conditions).

The balance of the stay must be paid in full 30 days before the arrival date (subject to cancellation of the rental).

### **4.2. PAYMENTS**

Payments made by the Client will only be considered as definitive following effective clearance of funds with the Service Provider.

In the event of any late payment or any payment of amounts payable by the Client after the deadline indicated above, or after the payment date appearing on the invoice sent to the Client, late payment

penalties calculated at the weekly rate of 10% of the total price inclusive of tax for the Services will be automatically due to the Service Provider, without any formality or notice being required. Late payment will lead to all amounts payable by the Client falling immediately due, without prejudice for any legal action which the Service Provider is entitled to take against the Client accordingly.

#### **4.3. DEFAULT IN RESPECT OF THE PAYMENT TERMS**

Moreover, the Service Provider reserves the right, in the event of default in the above payment terms, to suspend or cancel the Services ordered by the Client and/or to suspend execution of its obligations after service of notice without remedy.

### **ARTICLE 5 - PROVISION OF SERVICES**

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

The accommodation and pitch may be occupied from 16:00 hours on the arrival date and should be vacated before 10:00 on the departure date.

The balance for the stay should be paid in full:

- 30 days before the arrival date (subject to cancellation of the rental);

Bare pitches may be occupied from 14:00 hours on the arrival date and should be vacated before 12:00 hours (midday) on the departure date.

The balance for the stay should be paid in full:

- Upon arrival for bare pitches (for motor homes, caravans or tents).

Accommodation and pitches are available for a given number of occupants for rental and may not be occupied by a greater number of people under any circumstances. Furthermore, it is strictly prohibited to add any other accommodation, of any type, onto said pitches already hosting an accommodation installed by the Service Provider.

Accommodation and pitches should be returned in the same condition as delivered. Failing this, the tenant should pay a fixed-rate fee for cleaning as indicated on the Service Provider website. Any damage occasioned on the accommodation or to any of its accessories will be immediately repaired at the cost of the tenant. The inventory upon leaving the premises must be strictly identical to that drafted at the start of the rental.

The Service Provider may require the Client to wear a wristband provided by the campground at the beginning of the stay in order to gain access to the swimming pool and, more generally, to all the campground facilities. Failure to comply with this obligation may result in the Client being refused access. A wristband will be given to each occupant declared at the time of booking. It is strictly prohibited to loan a wristband to a third party. Any lost wristband will be invoiced to the Client for the amount of € 10 including tax either at the end of the stay or when a new wristband is issued. The

wristband may be of the "event" type, i.e. impossible to remove during the stay unless it is cut off, which the Client accepts.

## **5.2. SECURITY DEPOSIT**

For rental of accommodation, a security deposit of €200 is payable by the Client on the date of handover of the keys and this will be returned at the end of the rental minus any repair costs which may be payable.

This security deposit does not constitute a waiver of liability.

## **ARTICLE 6 - LATE ARRIVAL, CURTAILMENT OR CANCELLATION BY THE CLIENT**

No reduction will be granted in the event of late arrival, early departure or any change to the number of guests (for any planned stay in whole or in part).

### **6.1. MODIFICATION**

In the event of any modification to the dates of stay or number of guests, the Service Provider will strive to accept as far as possible all date modification requests in line with availability, and without prejudice for any additional costs; in all instances, this will be a simple obligation of means, with the Service Provider not being able to guarantee the availability of any pitch or accommodation, or any other date; a price supplement may be requested in these instances.

Any request to shorten the period of rental will be considered by the Service Provider as partial cancellation of which the consequences are governed by article 6.3.

### **6.2. CURTAILMENT**

Early departure may not lead to any reimbursement by the Service Provider.

### **6.3. CANCELLATION**

If cancellation insurance was taken out and validly triggered, the terms and conditions of cancellation and reimbursement will be applied pursuant to the general terms and conditions of insurance.

It should be noted that cancellation insurance may only be taken out at the time of the initial booking request and the client undertakes to read the terms and conditions of insurance proposed when making the initial booking.

If no cancellation insurance was taken out or validly triggered, compensation for termination will be calculated as follows:

- Cancellation earlier than 90 days before the planned arrival date: cancellation will be accepted at no cost and all amounts paid will be reimbursed by the Service Provider;
- Cancellation between 90 and 31 days before the planned arrival date: 25% of the total amount of the stay will be withheld by the Service Provider (corresponding to the total security deposit);

- Cancellation between 30 and 16 days before the planned arrival date: 50% of the total amount of the stay will be withheld by the Service Provider;
- Cancellation between 15 days and the planned arrival date: 100 % of the total amount of the stay will be withheld by the Service Provider.

In all instances of cancellation other than cancellation 90 days before the planned arrival date, handling and administration fees (article 3) will be withheld by the Service Provider.

#### **6.4. CANCELLATION DUE TO A PANDEMIC**

**6.4.1.** In exception to article 6.3 CANCELLATION, in the event of closure, in whole or in part, of the establishment during the booked dates of stay (which will be considered as any total or partial measure prohibiting public stays, insofar as the Client is directly concerned by application of this measure) as decided by the public authorities, and which is not attributable to the Service Provider, all amounts paid in advance by the Client for the corresponding booking which is no longer possible will be reimbursed pursuant to statutory or legal provisions governing said closure and its consequences.

The Service Provider may not however be required to pay any additional compensation beyond reimbursement of amounts already paid out to book the stay.

**6.4.2.** Any cancellation justified by the fact that the Client is directly affected by COVID 19 (infection) or any other infection caused by a pandemic, or is identified as a close contact, and this situation means said Client is unable to respect the booking on the planned dates will not lead to any compensation for termination or reimbursement by the Service Provider. The Client is liable for taking out cancellation insurance pursuant to article 6.3 CANCELLATION.

**6.4.3.** In such instance as the Client is required to cancel a stay, in full, due to governmental measures which restrict and prohibit travel (general or local lockdowns, travel restrictions, closure of borders), whilst the campsite is able to respect its obligation to host Clients, the Service Provider will not be bound to undertake any specific reimbursement. Please refer to article 6.3 CANCELLATION.

**6.4.4.** - In such instance as the Client takes out a specific insurance policy covering those risks listed under article 6.4.2 or article 6.4.3, the Client should undertake all formalities with its insurer.

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

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

The Client booking a stay on a pitch or in any accommodation must be covered by civil liability insurance. An insurance certificate may be requested from the Client before the start of the booking.

At least one adult (18 years old) per booking must be declared in the booking and be present throughout the stay. A minor is not allowed to stay alone on a campsite.

## **7.2. ANIMALS**

Domestic pets are accepted within the limit of one per accommodation, under the liability of their owners, and excluding any new pets (NAC) and dangerous animals, notably category 1 and 2 dogs (L. 211-11 and L. 211-12 of the Rural Code).

Pets must be kept on a lead within the campground and must not be left alone in the accommodation, even temporarily. Animal excrement must be collected by their owners and placed in a rubbish bin.

Animals are accepted in return for the fixed-rate supplements which can be consulted with the Service Provider and payable in situ.

## **7.3. SITE RULES**

Site rules are displayed at the entrance to the establishment and at reception. The Client is required to read and respect these rules. A copy is available on request.

Failure to comply with these rules and regulations may result in the termination of the agreement and the immediate eviction of the clients and/or all the occupants of the accommodation without them being able to claim any reimbursement of the sums paid.

## **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE**

The Service Provider guarantees the Client, pursuant to legislation and without any additional payment, against any non-compliance or hidden defect, originating in any design flaw or performance of the ordered Services.

In order to claim its rights and entitlements, the Client should notify the Service Provider, in writing with acknowledgement of receipt, of the existence of defects or non-compliance within a maximum of 24 hours following the provision of the Services.

The Service Provider will either provide reimbursement, repair or commission repair (as far as practically possible) of the services deemed as defective as soon as possible and, by the very latest, within 2 days following observation of the defect or flaw by the Service Provider. Reimbursement will be made by way of a credit into the Client's bank account or by banker's cheque sent to the Client.

The guarantee provided by the Service Provider is limited to reimbursement for the Services effectively paid by the Client. The Service Provider may not be considered as liable nor having defaulted for any delay or default in performance following occurrence of any case of force majeure typically acknowledged by French case law.

Services provided by the intermediary of [www.camping-lepole.fr](http://www.camping-lepole.fr) operated by the Service Provider comply with regulations in force in France.

## **ARTICLE 9 - EXCLUSION OF LIABILITY OF THE SERVICE PROVIDER**

### **a- Pine cones and branches**

The Service Provider shall not be held responsible for material damage caused by falling branches or pine cones, in particular on vehicles belonging to the Clients. The areas where vehicles can be parked near the accommodation are particularly prone to this type of risk despite regular professional pruning of the trees. The Client certifies that he/she is aware of this risk and therefore confirms that he/she accepts this and will take all necessary precautions (in particular by using protective tarpaulins). If the Client wishes to avoid any inconvenience, it is up to him/her to park his/her vehicle in the car park at the entrance to the establishment if necessary or directly in the spaces reserved for this purpose and located on the public highway.

### **b- Swimming pools, basins, bathing areas**

In accordance with the opinion of the Council of State (Domestic Section) No. 353 358 of 26 January 1993, the supervision of basins and swimming pools is not mandatory and **bathing is at the users' own risk**. Parents must supervise their underage children. Any accident or drowning occurring in the pools will be the exclusive responsibility of the user and/or his/her parents. The Service Provider shall not be held liable in any case.

## **ARTICLE 10 - COOLING-OFF PERIOD**

Activities pertaining to organisation and the sale of stays or excursions on a given date or specific period are not subject to a cooling-off period applicable to the remote sale, away from an establishment, pursuant to article L221-28 of the Consumer Code.

## **ARTICLE 11 - DATA PROTECTION CLAUSE**

The Service Provider, who has drafted these presents, processes electronic data with the following legal basis:

- Either the legitimate aim of the Service Provider for the following purposes:
  - commercial canvassing
  - management of relations with clients and prospective clients,
  - organisation, registration and invitation to Service Provider events,
  - processing, execution, canvassing, production, administration and supervision of client requests and records,
  - drafting documents on behalf of its clients.



● Or to respect its legislative and regulatory requirements when processing for the following purposes:

- prevention of money laundering and funding terrorism and combating corruption,
- invoicing,
- accounting.

The Service provider only stores data for as long as necessary for those operations for which they were collected as well as in respect of regulations in force.

Consequently, client data are stored for the term of contractual relations, plus 3 years for coordination and commercial canvassing, without prejudice for obligations in terms of storage or limitations.

In terms of money laundering and funding terrorism, data are stored for 5 years after the end of relations with the Service Provider. In terms of accounting operations, data are stored for 10 years from the date of closure of the accounting year.

Data concerning prospective clients are stored for 3 years if no participation or registration in Service Provider events took place.

Processed data destined solely for authorised persons at the Service Provider.

In line with terms and conditions set forth by the European Data Protection Regulations, natural persons have a right to of access, amendment, interrogation, limitation, portability and deletion concerning their personal data.

Data subjects concerned by data processing also have a right to object, at any time, due to their personal circumstances, to processing of their personal data with the legal basis of the legitimate interest of the Service Provider, as well as a right to object to commercial canvassing.

They also have a right to define general and specific directives defining the manner in which the above rights be exercised following their death

- by sending an email to the following address [campinglepole@orange.fr](mailto:campinglepole@orange.fr)
- or by writing to the following address: **CAMPING LE POLE 1430 route du bout du lac  
74210 Lathuile**

Data subjects have a right to make a claim with the Data Protection Authorities (CNIL).

## **ARTICLE 12 - INTELLECTUAL PROPERTY**

Content of the website at [www.camping-lepole.fr](http://www.camping-lepole.fr) is the property of the Service Provider and its partners and is protected by French and international intellectual property legislation.

Any reproduction, distribution, use, in whole or in part, of this content is strictly prohibited and likely to constitute counterfeit.

Moreover, the Service Provider will remain proprietor of all intellectual property rights over photographs, presentations, designs, drawings, models, prototypes, etc. created (even at the request of the Client) for provision of the Services to the Client. The Client consequently refrains from any reproduction or exploitation of said designs, drawings, models and prototypes, etc., without the prior written consent of the Service Provider who may request a financial counterparty.

This will additionally be the case for names, logos and more widely any graphical or textual representation belonging to the Service Provider, or used or distributed by it.

#### **ARTICLE 13 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and all operations which result herefrom are governed by and subject to French law.

These General Terms and Conditions of Sale are drafted in French. In such instance as they should be translated into one or more foreign languages, only the French version will prevail in the event of any dispute.

#### **ARTICLE 14 - DISPUTE RESOLUTION**

Any and all disputes which may arise following purchases and sales undertaken pursuant to these general terms and conditions of sale, concerning their validity, interpretation, execution, termination, consequences and effects and which cannot be resolved directly between the Service Provider and the Client will be referred to the competent courts under normal legislative conditions.

The Client is hereby notified that it may, in all instances, and in the event of any dispute, use a conventional statutory mediation procedure or any alternative dispute resolution mechanism.

Pursuant to the Consumer Code and provisions concerning "mediation of consumer disputes", the client is entitled to make free use of the consumer ombudsman and mediation service proposed by

#### **CAMPING LE BELLEVUE:**

The "Consumer Ombudsman" service proposed is CM2C (*currently pending approval by the CECMC [Consumer Mediation Evaluation and Control Commission]*).

This mediation service can be contacted online at: <https://cm2c.net> or by writing to: CM2C – 14 rue Saint Jean 75017 PARIS.

#### **ARTICLE 15 - PRE-CONTRACTUAL INFORMATION - CLIENT ACCEPTANCE**

The Client hereby acknowledges to have received, prior to placing any Order, a legible and comprehensible version of these General Terms and Conditions of Sale and all information indicated under articles L. 111-1 through L 111-7 of the Consumer Code, as well as that information required

pursuant to the Decree of 22nd October 2008 pertaining to prior notification of consumers as to the characteristics of outdoor hotel and rental accommodation and, in particular:

- the essential characteristics of the Services, given the communication media used and Services concerned;
- the price of Services and related costs;
- information pertaining to the identity of the Service Provider, its postal, telephone and email contact details, and its activities, if they are relevant;
- information pertaining to legislative and contractual guarantees and their terms of implementation; the functions of any digital content and, where applicable, its interoperability;
- the possibility of using statutory mediation in the event of any dispute;
- information pertaining to termination and other important contractual terms and conditions.

Any order placed by any natural person or legal entity online Internet [www.camping-lepole.fr](http://www.camping-lepole.fr) constitutes full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Client, who relinquishes, in particular, claiming enforcement of any document to the contrary, which will not be enforceable on the Service Provider.