

- GENERAL CONDITIONS OF SALE - CAMPING LES CALQUIERES  
Reservation of accommodation or "tourism" pitches by private individuals

Contact details of the establishment : Camping Les Calquières represented by SARL LES CALQUIERES- RC 801093253  
17 Avenue Jean Moulin - 12150 SEVERAC D'AVEYRON - 05.65.47.64.82 - [www.camping-aveyron.fr](http://www.camping-aveyron.fr)

Definitions :

Order or Reservation or Rental : Purchase of services

Services: seasonal rental of accommodation or bare pitches " tourism and all related services

Accommodation : Tent, Mobile leisure residence The Provider : SARL LES CALQUIERES

### **Article 1 - Scope of application**

The purpose of the present terms and conditions of sale is to define the rights and obligations of the parties within the framework of the rental of camping pitches and/or rental accommodation within Camping Les Calquières. The Client is required to read them before placing any order. The choice and purchase of a Service is the sole responsibility of the Client.

These GCS apply to the exclusion of all other conditions and in particular those applicable to 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 Customer is that in force on the website on the date the Customer places the Order.

Unless proven otherwise, the data recorded in the Service Provider's computer system shall constitute proof of all transactions concluded with the Client.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Client has the right to access, rectify and, if the processing is not essential for the execution of the Order and the holiday and their consequences, to oppose at any time all his personal data by writing by post RAR and proving his identity to : SARL LES CALQUIERES, 17 Avenue Jean Moulin, 12150 SEVERAC D'AVEYRON, FRANCE.

The Customer declares that he/she has read these GTC and has accepted them either by ticking the box provided for this purpose before the online Order procedure is implemented, as well as the general terms and conditions of use of the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr), or, in the case of a reservation made offline or by any other appropriate means.

### **Article 2 - Reservations**

Camping Les Calquières offers family holidays in the traditional sense and reserves the right to refuse any reservation that would be contrary to this principle or that would seek to divert it.

Minors must be accompanied by their parents or legal guardians for the duration of their stay. Unaccompanied minors are not accepted (except with the written authorisation of the management).

The rental is personal, it is forbidden to sublet and/or transfer the pitch or rental accommodation.

The allocation of the pitch or rental number is strictly the responsibility of the management and cannot be the subject of a request for a price reduction.

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 and conditions:

Any request for reservation of a bare pitch or rental accommodation can be made on our website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) or by telephone, and must be accompanied by the following information:

More than 30 days before the start of the stay: the payment of a 25% deposit (corresponding to the price of the stay, the additional services reserved, the tourist tax, the booking fee (up to 15 euros) and the cancellation insurance contribution if taken out.

Less than 30 days before the beginning of the stay: the total amount of the stay.

It is the Customer's responsibility to check the accuracy of the Order and to immediately notify the Service Provider of any error. The Order shall only be deemed to be definitive once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation directly at the Service Provider's premises.

Any order placed on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) constitutes the formation of a contract concluded remotely between the Client and the Service Provider.

### **Article 3 - Tariffs**

The services offered by the Service Provider are provided at the rates in force on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) or on any information medium of the Service Provider, when the Client places the order. Prices are expressed in euros, excluding VAT and all taxes.

The prices take into account any discounts that may be granted by the Service Provider on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) or on any information or communication media.

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr), in the email or in the written or digital proposal sent to the Client. Beyond this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

They do not include processing and management fees which are invoiced in addition, under the conditions indicated on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) or in the information (mail, e-mail, etc...) communicated to the Client and calculated prior to the placing of the Order.

The payment requested from the Client corresponds, including these costs, to :

More than 30 days before the start of the holiday: the payment of a 25% deposit (corresponding to the price of the holiday, the additional services booked, the tourist tax, the booking fee (up to 15 euros) and the cancellation insurance contribution if taken out.

Less than 30 days before the beginning of the stay: the total amount of the stay.

The tourist tax collected on behalf of the communauté de communes is not included in the rates. The amount is determined per person over 18 years of age and per day at a rate of 0.55 euros. It must be paid at the time of payment for the Service and is shown separately on the invoice.

### **Article 4 - Terms of Payment**

#### **4-1 Advance payments**

Sums paid in advance are advance payments. They constitute an advance on the total price due by the Client.

A deposit corresponding to 25% of the total price of the supply of the Services ordered is required when the Client places the order. It must be paid upon receipt of the final rental contract and will be deducted from the total amount of the order.

The Service Provider shall not be entitled to make any reimbursement if the Client cancels the contract.

The balance of the stay must be paid in full 30 days before the start of the stay, failing which the rental will be cancelled.

#### **4-2 Payments**

Payments made by the Client will only be considered final after the service provider has effectively collected the sums owed by the Client.

In the event of late payment and payment of the sums due by the Client after the time limit set out above, and after the date of payment shown on the Order confirmation sent to the Client, late payment penalties calculated at 3 times the legal interest rate, i.e. 2.37% of the amount including VAT of the price of the supply of the Services, shall be automatically and automatically due to the Service Provider, without any formality or prior formal notice.

#### **4-3 Non-compliance with payment conditions**

The Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the supply of the Services ordered by the Client and/or to suspend the performance of its obligations after formal notice has remained without effect.

### **Article 5 - Provision of services**

**Any exceptional closure of a service (swimming pool, paddling pool, playground, fitness room, spa, restaurant, etc.) linked to Covid19 or not, will not give rise to any commercial discount**

#### 5-1 - Provision and use of services

The rented accommodation can be occupied from 4pm on the day of arrival and must be vacated by 9.30am at the latest (according to an inventory of fixtures taken on arrival).

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

The balance of the stay must be paid in full 30 days before the start of the stay.

For security and insurance reasons, the number of occupants cannot exceed the capacity of the accommodation as indicated on [www.camping-aveyron.fr](http://www.camping-aveyron.fr) and on the written documents, including newborns. If the maximum capacity is exceeded during the stay, the Service Provider reserves the right to refuse access to the rental accommodation or the pitch, without refunding part or all of the price of the stay.

The accommodation and pitches will be returned in the same state of cleanliness as on delivery. Failing this, the tenant will have to pay a fixed sum of 70 euros for cleaning (90 euros with animal). Any damage to the accommodation or its accessories will be immediately repaired at the expense of the tenant. The inventory at the end of the rental period must be strictly identical to that at the beginning of the rental period.

The inventory at the beginning of the rental period must be validated by the client by electronic means no later than 24 hours after taking possession of the accommodation. If the inventory is not validated within this period, the Service Provider will consider that the client has validated the inventory at the beginning of the rental period.

#### 5-2 Deposit

For accommodation rentals, a security deposit of 270 euros is required from the Client when the keys are handed over.

The deposit is taken in the form of a "pre-authorisation" credit card: PLB software with file opening (no initial debit). The file will be closed within 8 days at the latest, with possible deduction of the restoration 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 case of late arrival, early departure or change in the number of people (whether for all or part of the planned stay).

#### 6-1 Modification

In the event of a change of dates or number of persons, the Service Provider will endeavour to accept as far as possible requests for a change of date within the limits of availability and without prejudice to any additional costs; this is in all cases a simple obligation of means, as the Service Provider cannot guarantee the availability of a pitch or accommodation or another date; an additional charge may be made in this case.

Any request to reduce the length of the 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

Premature departure will not give rise to any reimbursement by the Service Provider.

#### 6-3 Cancellation

##### 6-3.1

In the event of cancellation of the booking by the Client after its acceptance by the Service Provider, for any reason other than force majeure, the following conditions shall apply:

cancellation more than 30 days prior to arrival: 25% of charges by way of breakage compensation corresponding to the deposit paid for an accommodation rental or for a camping pitch rental,

Cancellation within 30 days of arrival: 100% charge as breakage compensation.

In all cases of cancellation, the Service Provider will retain the booking fees and the amount of the cancellation insurance taken out (article 3).

## 6-3.2

Notwithstanding paragraph 6.3.1, in the event that the Client is forced to cancel the entire holiday due to government measures that do not allow participants to travel (local confinement, travel ban), even though the campsite is able to fulfil its obligation and accommodate them, the Service Provider will issue a credit note or refund corresponding to the sums paid by the Client, less the booking fees and the amount of the cancellation insurance taken out (article 3), which will remain the property of the Service Provider. This non-refundable and non-transferable credit note will be valid for 12 months.

The Service Provider offers to subscribe to a cancellation and interruption of stay insurance with Covid extension, through its partner Gritchen Affinity. This insurance offers the possibility for the Customer to be reimbursed by Gritchen Affinity for the costs of cancelling his/her reservation in the event of the occurrence of an event preventing his/her departure, or for the nights not consumed during his/her stay in the event of the occurrence of an event delaying his/her arrival or shortening his/her stay, the general terms and conditions of insurance are available on [www.camping-aveyron.fr](http://www.camping-aveyron.fr) and on the website [www.campez-couvert.com](http://www.campez-couvert.com).

Its amount, corresponding to 2.9 % of the amount of the accommodation (rental or camping pitch with additional persons), is payable in full and only at the time of booking.

In the case of a reservation file with several stays, if you have taken out cancellation insurance and you cancel, the cancellation will concern all the stays in the file.

The events covered are those provided for in the general terms and conditions of the cancellation insurance available at [www.camping-aveyron.fr](http://www.camping-aveyron.fr).

In the event of an open claim, the Customer must notify the campsite of his or her withdrawal and contact Gritchen Affinity ([www-campezcouvert.com](http://www-campezcouvert.com)) by following the terms and conditions described in the general conditions of the cancellation insurance within 10 days of the occurrence of the claim, and by providing Gritchen Affinity with the necessary information and supporting documents.

## **ARTICLE 7 - CLIENT'S RESPONSIBILITY**

### 7.1. CIVIL LIABILITY

The Client hosted on a pitch or in an accommodation must be compulsorily 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 masters, for a fee of 2 €/night and must be declared at the time of booking.

Dogs of 1st and 2nd category, within the meaning of article L 211-12 of the rural and sea fishing code, are forbidden

Any additional animals are not allowed (unless WRITTEN authorisation from the management). If necessary, the campsite reserves the right to refuse access to the accommodation or to apply an adapted package. The deposit for the rental accommodation may be revalued.

Depending on the accommodation, only one pet may be accepted provided that it is kept on a leash and that it has an up-to-date vaccination certificate. It is strictly forbidden to leave the animal alone in the rental accommodation or on the campsite plot. All excrements made on the campsite must be collected by the owner.

### 7.3. INTERNAL RULES AND REGULATIONS

Internal rules are posted at the entrance and reception (also available at [www.camping-aveyron.fr](http://www.camping-aveyron.fr)). The Customer is required to read and respect them. In the event of non-compliance with the rules and regulations, the Service Provider reserves the right to terminate the contract after 24 hours' notice. The Service Provider shall retain all sums paid.

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

The Service Provider guarantees the Client, in accordance with the legal provisions and without additional payment, against any lack of conformity or latent defect resulting from a defect in the design or execution of the Services ordered.

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the 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 (to the extent possible) the Services found to be defective as soon as possible and at the latest within 7 days of the Service Provider's discovery of the defect or fault. Reimbursement will be made by crediting the Client's bank account or by bank cheque sent to the Client. The Service Provider's warranty is limited to the reimbursement of the Services actually paid by the Client and the Service Provider shall not be considered liable or in default for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognised by French case law. The Services provided through the Service Provider's website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) comply with the regulations in .

#### **ARTICLE 9 - RIGHT OF WITHDRAWAL**

Activities related to the organisation and sale of stays or excursions on a specific date or during a specified period are not subject to the withdrawal period applicable to distance selling.

#### **ARTICLE 10 - PROTECTION OF PERSONAL DATA**

The Service Provider, who is the author of the present document, processes personal data with a legal basis: Either the legitimate interest pursued by the Service Provider when it pursues the following purposes: canvassing,

management of the relationship with its Customers and prospects, the organisation, registration and invitation to events of the Service Provider, the processing, execution, prospecting, production, management, follow-up of Client requests and files, the drafting of deeds on behalf of its Clients.

Or the respect of legal and regulatory obligations when it implements a processing operation whose purpose is to: 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 and in compliance with the regulations in force.

In this respect, Client data is retained for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to the obligations to retain it or the limitation periods.

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

Prospect data is kept for a period of 3 years if no participation or registration to the Service Provider's events has taken place. The data processed is intended for the Service Provider's authorised persons.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, individuals have the right to access, rectify, query, limit, transfer and delete data concerning them.

The data subjects of the processing operations implemented also have the 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 the right to object to commercial prospecting.

They also have the right to define general and specific directives defining the manner in which they intend to exercise the above-mentioned rights after their death:

by e-mail to the following address: [rgpd-lescalquieres@orange.fr](mailto:rgpd-lescalquieres@orange.fr),

by post to the following address Camping Les Calquières, RGPD Customer Service, 17 avenue Jean Moulin, 12150 SEVERAC D'AVEYRON, 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-aveyron.fr](http://www.camping-aveyron.fr) is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

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

In addition, the Service Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of

providing the Services to the Client. The Client therefore refrains from reproducing or exploiting the said studies, drawings, models and prototypes, etc... without the express, prior written authorisation of the Service Provider, which may make it conditional on financial compensation. force in France.

#### **ARTICLE 12 - APPLICABLE LAW - LANGUAGE**

These General Terms and Conditions of Sale and the operations arising therefrom are governed 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 be deemed authentic in the event of a dispute.

#### **ARTICLE 13 - DISPUTES**

In the event of a dispute during your stay, the Customer must contact the reception desk within 24 hours. They may send a letter to the Customer Service Department of Camping Les Calquières, 17 Avenue Jean Moulin 12150 SEVERAC D'AVEYRON or an e-mail to [relation.client-lescalquieres@orange.fr](mailto:relation.client-lescalquieres@orange.fr), within 15 days of the end of their stay (after this period, the request will not be considered). No post stay claim will be taken into account if the facts have not been declared at the reception desk of the establishment during the stay. The Provider undertakes to provide a response within one month of receipt of the request.

All disputes to which the purchase and sale operations concluded in application of these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, execution, termination, consequences and follow-up, and which could not be resolved between the Service Provider and the Client, will be submitted to the competent courts under the conditions of common law.

The Client is informed that, in the event of a dispute, he may in any event have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

In particular, he may have recourse, free of charge, to the following Consumer Mediator: Centre de la Médiation de la Consommation de Conciliateurs de Justice - CM2C, 14 Rue Saint Jean 75017 PARIS or on the [CM2C.net](http://CM2C.net) website.

#### **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges having been informed, prior to placing his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and details referred to in Articles L 111-1 to L 111-7 of the French Consumer Code, in addition to the information required pursuant to the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air 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 not apparent from the context,

information relating to legal and contractual guarantees and the arrangements for their implementation; the

functionalities of digital content and, where appropriate, its interoperability,

the possibility of resorting to conventional mediation in the event of a dispute,

information about, and terms of termination and other important contractual conditions.

The fact for a natural person (or legal entity) to order on the website [www.camping-aveyron.fr](http://www.camping-aveyron.fr) and or by telephone on +33 (0)5.65.47.64.82, implies full and complete acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Service Provider.

Image rights: the Client expressly authorises the establishment and the SARL LES CALQUIERES to use, on any communication support, photos and videos of himself or his children which could be taken during his stay, for the advertising needs of the establishment. The re-use of photos, videos and other visuals from Camping Les Calquières, for any personal or other use, is forbidden.

Version applicable from 09 March 2021