



## GENERAL TERMS AND CONDITIONS OF SALES Reservation of accommodation or "tourism location" by individuals

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**DEFINITION:** ORDER or RESERVATION or RENTAL: Purchase of services.

SERVICES: seasonal rental of accommodation or bare location "tourism"

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

### ARTICLE 1 – SCOPE OF APPLICATION

These General Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare location on the land of the camping Les Mériilles, operated by Mm Gras, to non-professional customers, on its website [www.campingjura.com](http://www.campingjura.com) or by telephone, postal or electronic mail (emails), or in a place where the provider markets the services. They do not apply to the rental of sites intended for the reception of mobile residences of leisure (mobile homes) which are the subject of a "leisure" contract. The main features of the services are presented on the website [www.campingjura.com](http://www.campingjura.com) or in written paper or electronic form in case of reservation by another means other than remote control. The customer is required to read it before placing an order. The choice and purchase of a service is the only responsibility of the customer. These general conditions of sale apply to the exclusion of all other conditions of the services of the service provider, and those applicable to other channels for the marketing of services. These general conditions of sale are accessible at any time on the website and shall prevail over any other version or contractual document. The version applicable to the customer is those 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 provider's computer system constitutes proof of all the translations concluded with the customer. Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the customer has, at any time, a right of access, rectification and opposition if the processing is not essential to the execution of the order and stay as well as their follow-up, to all his personal data by writing, by mail and justifying his identity, at : camping Les Mériilles, 215 rue des trois lacs Doucier 39130. The customer declares to have read these general terms and conditions of sale and the assets accepted either by ticking the box provided for this purpose before the implementation of the online ordering procedure, as well as the general terms and conditions of use of the website, or in case of reservation off-line, by any other appropriate means.

### ARTICLE 2 – RESERVATIONS

The customer selects on the site or informs on any document sent by the provider the services he wants to order, according to the following methods: Locations and rentals are awarded in the order of arrival of the contracts signed and accompanied by the expected payment. Only one car per pitch is included in the price. Passed 10 days after the date on which the contract was sent to you and without news from you the option will be cancelled. We offer holidays with family vocation; we reserve the right to refuse any reservation that would go against this principle or that would divert it. In the event of an incorrect declaration by the lessee, this contract shall be automatically terminated, and the sums paid shall remain acquired by the manager. It is the customer's responsibility to verify the accuracy of the order and to immediately report any error to the service provider. The order will not be considered final until after the confirmation of acceptance of the order by the service provider, by e-mail or post, has been sent to the customer, or by signing the contract in the event of a booking directly on the premises where the service provider markets the services. Any order placed on the website constitutes the formation of a contract concluded remotely between the customer and the service provider. All orders are nominative and cannot, under any circumstances, be assigned.

### ARTICLE 3 – PRICES

The services offered by the service provider are provided at the prices in force on the website [www.campingjura.com](http://www.campingjura.com) or on any media of information of the service provider, at the time of the placing of the order by the customer. Prices are expressed in euros, including all taxes. The rates take into account any reductions that may be granted by the service provider on the internal site or on any information or communication medium. The rates broadcasted have no contractual value and are subject to change without notice. The contract price is the one fixed at the time of the final booking. They do not include processing and management fees, (15 euros only for July and August bookings) which are invoiced in addition, under the conditions indicated on the website [www.campingjura.com](http://www.campingjura.com) or in the information mail, mail...communicated in advance to the customer, and calculated prior to the placing of the order. Nor the costs of subscription to the cancellation insurance (optional) (3.90% of the stay outside stay outside TS and application fees). The payment requested from the customer corresponds to the total amount of the purchase, including these fees. An invoice is drawn up by the seller and delivered to the customer at the latest at the time of payment of the price balance.

#### 3.1. TOURIST TAX

The tourist tax, collected on behalf of the community of communes, is not included in the rates. The amount is determined by the person over 18 years of age per day. It is paid when the service is paid and is clearly shown on the invoice.

### ARTICLE 4 – TERMS OF PAYMENT

#### 4.1. DEPOSIT

Prepayments are prepayments. They are an estimate of the total price payable 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 contract and attach the copy to be returned.** It will be deducted from the total amount of the order. It will not be refunded by the service provider in case of cancellation of the stay due to the customer less than 30 days before the expected arrival date.

#### 4.1. PAYEMENTS

Payments made by the customer will only be considered as final after effective collection of the sums due by the service provider.

#### NON-COMPLIANCE WITH PAYMENT CONDITIONS

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 without effect.

### ARTICLE 5 – PROVISIONS OF THE SERVICES

#### 5.1. PROVISIONS AND USE OF SERVICES

- The location can be occupied from 12 am on the day of arrival and must be vacated for 12 am on the day of departure
- accommodation can be occupied from 16 pm on the day of arrival and must be vacated for 10 am on the day of departure

The balance of stay must be paid in full:

- 30 days prior to arrival date (subject to cancellation of this rental) for rentals
- the day of arrival for the pitches

The accommodation and pitches are provided for a certain number of occupants for rent and under no circumstances can they be occupied by a greater number of persons. The accommodation and pitches will be returned in the same state of cleanliness as at delivery.

Otherwise, the tenant will have to pay a lump sum of 60 euros for the cleaning. Any degradation of the accommodation or its accessories will give rise to an immediate restoration at the expense of the tenant. The end-of-lease inventory must be strictly identical to the start-of-lease inventory. All complaints concerning the progress of the stay must be made on site with the management of the campsite. Otherwise, the stay will be of express convention considered as having passed well.

#### 5.2. GUARANTEE DEPOSIT

For accommodation rentals, a 300-euro deposit is required from the client on the day the keys are handed over and is returned to the client on the day of the end of the rental under possible deduction of the costs of restoration. This guarantee does not constitute a limit of liability.

### ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CLIENT

No discount will be granted in the case of a delayed arrival, an early departure, or a change in the number of people (whether for all or part of the planned stay). In case of delay of the customer and without written news from him the reservation will be cancelled and will again be available the day after the scheduled date.

#### 6.1. CHANGES

In the event of a change in dates or the number of persons, the service provider shall endeavour to accept as far as possible requests for changes in dates within the limits of availability, without prejudice to any additional costs it is in any case a simple obligation of means, the provider being unable to guarantee the availability of a location or accommodation, or of another date; an additional price may be requested in these cases. Any request to reduce the length of a stay will be considered by the claimant as a partial cancellation whose consequences are governed by article 6.3.

#### 6.2. INTERRUPTION

a premature departure cannot give rise to any reimbursement on the part of the service provider. The weather will not be a criterion for cancellation or early departure.

#### 6.3. CANCELLATION

In case of cancellation of the customer's reservation after acceptance by the service provider

- less than 30 days before the scheduled date, and for any reason other than major force, the deposit paid to the reservation, as defined in the article

4-TERMS OF PAYMENT-these general conditions of sale will be automatically acquired by the service provider, as compensation, and may therefore not give rise to any refund

- between 30 and 60 days before the date of arrival, refund of the of the deposit less than 30 euros

- more than 60 days before de date of arrival, refund of 100% of the deposit.

In any case of cancellation, the reservation fee (for July and August) (Article 3) and the amount of the cancellation insurance if you have taken it will remain with the 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 booked stay (which is treated as a total or partial ban on the reception of the public, insofar as the client is directly concerned by the application of this measure) decided by the public authorities, and which is not imputable to the provider, the sums paid in advance by the customer for the reservation of the stay will be the subject of a refund less the 15 euro of expenses and the amount of the cancellation insurance if the client contracted it. The provider cannot, however, be held liable for additional compensation beyond that reimbursement of the sums already paid in connection with the reservation of the stay.

6.4.2. By way of derogation from the provisions of the Article 6.3 CANCELLATION, any cancellation of the stay that is strongly justified by the fact that the client would be affected by covid 19 (infection) or other infection considered as pandemic, or would be identified as contact case, and that this situation would call into question his participation in the stay on the scheduled dates will be made without severance.

That's why we recommend taking out cancellation [Campez Couvert](http://Campez Couvert) insurance through our partner [Gritchen Affinity](http://Gritchen Affinity).

In case of cancellation notify the campsite by mail or mail. Advise the insurer within 48 hours and provide all necessary information and supporting documentation. The loss is provided for in the general conditions (available on the website [www.campez-couvert.com](http://www.campez-couvert.com) or on the website of the camping) the insurance will reimburse all or part of your payment.

ATTENTION/ the subscription of the cancellation insurance is only done at the reservation and will not be refunded even in case of cancellation 30 days before the expected date of the stay.

6.4.3. by way of derogation from the provisions of the article 6.3 CANCELLATION, in the event that the client is forced to cancel the entire stay due to government measures that do not allow participants to travel (general or local confinement, travel ban, border closure), even though the campground is able to fulfill its obligation and accommodate customers, the provider will issue a credit corresponding to the sums paid by the customer, less booking fees and cancellation insurance if purchased (Article 3) which will remain acquired by the claimant. This credit is valid for 18 months; it is refundable at the end of the validity period.

6.4.4.- In the event of a subscription by the customer of a specific insurance covering the risks listed in the article.

6.4.2 insurance benefits will be paid directly by the company.

### ARTICLE 7 – OBLIGATIONS OF THE CUSTOMER

#### 7.1. CIVIL LIABILITY INSURANCE

The customer hosted on a pitch or in an accommodation must be insured in civil liability. A certificate of insurance may be requested from the customer before the start of the service. The camper is responsible for his personal belongings, the campsite declines all responsibility in case of an incident falling under the civil responsibility of the camper for the damage that he could suffer and those that he could occasion. The liability of Camping les Mériilles within the limits of its legal liability, is not engaged in the event of theft, bad weather, damage to vehicles or damage of any kind during and after your stay; in the event of technical breakdown or modification of services including the animations. The information, photos, map...reported on the documents and on the website are given for information purposes and have no contractual character. Anyone staying at the camp must be registered on the contract. Management reserves the right to deny access to the campsite to unregistered or unreported persons. Visitors must be declared at the reception and pay a fee. Visitors are not allowed to the pool.

#### 7.2. ANIMALS

Pets are accepted, under the responsibility of their owners. Except categories 1 and 2 for dogs. They accepted the packages available from the provider and payable on site.

#### 7.3. INTERNAL RULES

An internal by-law is posted at the entrance of the establishment and at the reception. The client is required to read it and to respect it. It is available upon request.

### ARTICLE 8 – OBLIGATIONS OF THE SERVICE PROVIDER – GUARANTEE

The service provider guarantees the customer, in accordance with the legal provisions and without additional payment, against any defect of conformity or hidden defect, resulting from a defect in the design or performance of the services ordered. To exercise its rights, the customer must inform the service provider, in writing, of the existence of defects or defects of compliance within a maximum of 1 day from the provision of the services. The service provider shall rectify or cause to be rectified (as far as possible) the services deemed defective as soon as possible the service provider's guarantee is limited to the services actually paid by the customer. The service provider cannot be considered responsible or defaulter for any delay or non-performance resulting from the supervision of a case of major force usually recognized by the French jurisprudence. The services provided via the provider's website [www.campingjura.com](http://www.campingjura.com) comply with the regulations in force in France.

### ARTICLE 9 – RIGHT OF RETRACTION

activities related to the organisation and sale of stays or excursions on a specified date or period are not subject to the withdrawal period applicable to distance and off-site sales, in accordance with the provisions of the article L221-28 of the Consumer Code.

### ARTICLE 10 – PROTECTION OF PERSONAL DATA

The service provider, the author of this document, implements personal data processing on a legal basis:

- Be the legitimate interest pursued by the claimant when he pursues the following purposes:

- Prospection
- Managing the relationship with its clients and prospects
- Organization, registration, and invitation to events of the service provider
- Processing, execution, prospecting, production, management, follow-up of customer requests and files
- Writing acts on behalf of its customers
- Comply with legal and regulatory obligations when implementing processing for the purpose of:
  - The prevention of money laundering and terrorist financing and the fight against corruption
  - Billing
  - Accountancy.

The service provider shall keep the data only for the period necessary for the operations for which they were collected and in compliance with the regulations in force. In this respect, the data of the customers are kept during the duration of the contractual relations increased by 3 years for the purposes of animation and prospecting, without prejudice to the obligations of conservation or the limitation periods, without prejudice to retention obligations or limitation periods. For the prevention of money laundering and terrorist financing, the data shall be retained 5 years after the end of the relationship with the service provider. In accounting matters they are kept for 10 years from the end of the accounting period. Prospect 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 the authorised persons of the service provider. Under the conditions defined by the Data Protection Act and Freedoms and the European Data Protection Regulation, natural persons with a right of access to data concerning them, rectification, interrogation, limitation, portability, erasure. The persons concerned by the processing carried out shall 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 interest legitimate rights 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 how they intend to exercise, after their death, the rights mentioned above by e-mail to the following address: [camping.lesmerilles@wanadoo.fr](mailto:camping.lesmerilles@wanadoo.fr) or by post to the following address: Mm Gras Valentin camping les Merilles 215 rue des 3 lacs DOUCIER 39

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

**Image rights:** We take pictures of the life of the campsite, if by chance you appear, or a person accommodated with you on one of these photos you authorize for free the campsite to produce this photo for the sole purpose of ensuring the promotion of the campsite and the animations and will not be able in any way to affect your reputation. You can refuse us access to this photo by registered letter.

#### **ARTICLE 11 – INTELLECTUAL PROPERTY**

The content of the website [www.campingjura.com](http://www.campingjura.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 likely to constitute an infringement offence. In addition, the provider remains the owner of all intellectual property rights in photographs, presentations, studies, designs, models, prototypes, etc., performed (even at the client's request) for the purpose of providing services to the client. The customer is therefore forbidden any reproduction or exploitation of said studies, drawings, models, and prototypes, etc., without the express, written, and prior authorisation of the service provider which may condition it to a financial contribution. The same applies to names, logos or more broadly any graphic representation or text belonging to or used and distributed by the provider.

#### **ARTICLE 12 – APPLICABLE LAW – LANGUAGE**

These General Terms and Conditions of Sale and the resulting transactions are governed by and subject to French law. These general conditions of sale are written in French. If they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

#### **ARTICLE 13 – ISSUES**

Any disputes to which the purchase and sale transactions concluded pursuant to these General Terms and Conditions of Sale may give rise, as regards their validity, interpretation and execution, their termination, consequences, and consequences that could not have been resolved between the presiding officer and the client will be submitted to the competent courts under the conditions of common law. The customer is informed that he can in any case resort, in case of dispute, to a conventional mediation procedure or any other alternative method of dispute settlement. In particular, he may have recourse free of charge to the consumer ombudsman: the competent court will be that of the place of establishment of the establishment.

#### **ARTICLE 14 – PRECONTRACTUAL INFORMATION – CUSTOMER ACCEPTANCE**

The customer acknowledges having been informed, prior to the placing of his order, in a legible and understandable manner, of these general conditions of sale and of all the information and information referred to in the articles

L 111 – 1 to L111 – 7 of the 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 in particular:

- The essential characteristics of the services, considering the communication medium used and the Services concerned;
- Le prix des services et des frais annexes;
- Information concerning the identity of the service provider, its postal, telephone and electronic contact details, and its activities, if they do not go beyond the context;
- Information on legal and contractual guarantees and their implementation procedures; the functionalities of digital content and, where applicable, its interoperability;
- The possibility of using conventional mediation in the event of a dispute;
- Information regarding, terms of termination and other important contractual terms.

The fact that a natural (or legal) person, to order on the website [www.campingjura.com](http://www.campingjura.com) implies full acceptance and acceptance of these general conditions of sale, which expressly recognized by the customer, who renounces, in particular, to avail itself of any contradictory document, which would be inoperative to the service provider.