

GENERAL TERMS AND CONDITIONS OF SALE

Reservation of tourist accommodation or pitches by private individuals

CAMPING SAINT GABRIEL, Mr Corentin Desroches

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DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or bare pitches for 'tourism'.

ACCOMMODATION: mobile leisure home.

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the SAINT GABRIEL campsite, operated by Mr Corentin Desroches, to non-professional customers ('The Customers' or 'the Customer'), on its website www.campingsaintgabriel.com or by telephone, post or e-mail. They do not apply to the rental of pitches for mobile homes (mobile homes), which are covered by a 'leisure' contract.

The main characteristics of the Services are presented on the website or in writing. The Customer is obliged to read them before placing an order. The choice and purchase of a Service are the sole responsibility of the Customer. These General Terms and Conditions of Sale prevail over any other terms and conditions of the Service Provider.

These Terms and Conditions may be accessed at any time on the Website and shall prevail, where applicable, over any other version. The version applicable to the Customer is that in force on the date the Order is placed.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions entered into with the Customer. In accordance with the French Data Protection Act, the Customer has the right to access, rectify and delete any personal data by writing to the following address:

CAMPING SAINT GABRIEL, quartier Saint Gabriel, route de Fontvieille, 13150 Tarascon.

The Customer declares that he has read these Conditions and accepted them by ticking the appropriate box or by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Customer selects on the website or provides information on any document sent by the Provider the services he/she wishes to order, using the following methods:

On our website www.campingsaintgabriel.com:

Click on 'See availability'.

Select a pitch, ACSI pitch, 1-bedroom mobile home, 2-bedroom mobile home or 3-bedroom mobile home.

Choose the dates of your stay.

Enter the surname, first name and date of birth of your guests.

Select the options.

Choose how you would like to pay your deposit.

Confirm your booking.

You will receive an automatic confirmation email.

As soon as we receive your deposit, we will confirm your booking by sending you a situation for a pitch or mobile home. The balance and tourist tax must be paid on site. A

deposit of €200 (for damage) and €70 (for missing cleaning) is required on arrival. These deposits can be paid by cheque (not cashed) or credit card (direct debit, credited back within a week to a month).

It is the Customer's responsibility to check the accuracy of the Order and to report any errors immediately. The Order will only be considered definitive once the Supplier has sent confirmation of acceptance. All Orders are personal and non-transferable.

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the prices in force on the www.campingsaintgabriel.com website, or on any of the Service Provider's information media, at the time the Customer places the Order. Prices are expressed in Euros, inclusive of all taxes.

Prices take into account any discounts granted by the Service Provider on the www.campingsaintgabriel.com website or on any other information medium. These prices are firm and non-revisable during their period of validity, as indicated on the www.campingsaintgabriel.com website, in the e-mail or in the written proposal sent to the Customer. After this period, the offer lapses and the Service Provider is no longer bound by the prices. An invoice is drawn up by the Provider and given to the Customer on request when the balance of the price is paid.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the local authority, is not included in the prices. The amount is variable and must be paid when the balance of the stay is paid.

ARTICLE 4 - TERMS OF PAYMENT

4.1. DEPOSITS

Sums paid in advance are deposits, representing 25% of the total price, required when the order is placed. They will be deducted from the total amount. The balance must be paid in full on the day of arrival.

4.2. PAYMENTS

Payments will only be considered final once the amounts due have been received by the Provider.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In the event of non-compliance with the terms of payment, the Provider reserves the right to suspend or cancel the Services.

ARTICLE 5 - PROVISION OF SERVICES

5.1. AVAILABILITY

Arrival in a mobile home is from 3 pm, and for a pitch from 2 pm. Departures must be before 10 a.m. for mobile homes and midday for pitches. The balance must be paid on the day of arrival.

Accommodation is designed for a specific number of occupants and may not be occupied by more than this number. They must be returned in the same state of cleanliness as when delivered. In the event of non-compliance, a fixed charge of €60 will be payable for cleaning.

Any damage to the accommodation or its accessories will be repaired immediately at the tenant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning.

5.2. SECURITY DEPOSIT

Two security deposits of €200 (for damage) and €70 (for cleaning) are required when the keys are handed over.

The deposits will be returned to you once the condition of the mobile home and the cleaning have been checked.

If they are retained, they will be deducted from any charges.

These deposits do not constitute a limit of liability.

ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

No reduction will be granted in the event of late arrival or early departure, whether for all or part of the planned stay.

6.1. MODIFICATIONS

Requests for changes will be accepted subject to availability, without any guarantee of availability of a pitch or accommodation.

A price supplement may be requested.

Any request to reduce the length of the stay will be considered by the Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

6.2. INTERRUPTION

Early departure will not give rise to any reimbursement.

6.3. CANCELLATION

In the event of cancellation after acceptance, the deposit will be retained by the Provider as compensation, with no refund possible. The processing fees will be retained by the Provider.

ARTICLE 6.4 - CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of the total or partial closure of the establishment during the dates of the holiday booked (deemed to be a total or partial ban on the reception of the public, insofar as the Customer is affected by this measure) decided by the public authorities and which is not attributable to the Provider, the sums paid in advance by the Customer for the booking of the holiday will be reimbursed, excluding administration costs, within 30 days. However, the Supplier cannot be held liable for any additional compensation beyond this refund.

6.4.2. Notwithstanding the provisions of Article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the Customer is infected with COVID-19 (infection) or any other infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the holiday, will give rise to the issue of a credit note valid for 18 months, refundable at the end of the period of validity. Any processing and administration costs will be retained by the Provider. The Customer must provide proof of the event making him/her eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of Article 6.3 CANCELLATION, if the Customer has to cancel the holiday in its entirety due to government measures preventing travel (general or local confinement, travel ban, closure of borders), even though the campsite is able to fulfil its obligation and welcome Customers, the Supplier will offer a credit note corresponding to the sums paid by the Customer, less any processing and administration costs which will remain the property of the Supplier. This credit note is valid for 18 months and is refundable at the end of the period of validity.

6.4.4 If the Customer takes out specific insurance covering the risks listed in articles 6.4.2 or 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the refund or credit note.

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1. PUBLIC LIABILITY INSURANCE

The Customer must be insured against civil liability. A certificate may be requested.

7.2. PETS

Pets are accepted for a daily supplement, payable on site. However, animals considered dangerous or aggressive, as well as category 1 and 2 dogs, are not allowed. Please ensure that your pet is vaccinated, kept on a lead and that droppings are collected. Pets are the responsibility of their owners.

7.3. HOUSE RULES

House rules are displayed at the entrance to the establishment and at reception. Customers are required to read them and comply with them. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE

The Service Provider guarantees the Customer, in accordance with the legal provisions in force and without additional payment, against any lack of conformity or latent defect relating to the design or production of the Services ordered. The purpose of this warranty is to protect the Customer against any problem that may affect the use of the Services.

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 24 hours from the provision of the Services. This notification must be precise and detailed to enable the Service Provider to understand the nature of the problem.

Upon receipt of this notification, the Service Provider undertakes to rectify or have rectified the Services deemed defective as soon as possible, insofar as this is possible. Rectification may include repair, replacement or any other appropriate measure to remedy the reported defect.

It should be noted that the Service Provider may not be held liable or in default for any delay or non-performance resulting from a case of force majeure, as recognised by French case law. This includes unforeseen events beyond the reasonable control of the Service Provider.

Finally, the Services provided via the www.campingsaintgabriel.com website comply with the regulations in force in France, thus guaranteeing a quality service to the Customer.

ARTICLE 9 - RIGHT OF WITHDRAWAL

In accordance with article L221-28 of the French Consumer Code, holidays and excursions booked for a specific date or period do not benefit from the right of withdrawal applicable to distance selling. Consequently, any request for cancellation after confirmation will not give rise to a refund, except in the cases set out in these conditions.

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Service Provider processes personal data based on its legitimate interests or to comply with legal obligations, in particular for the following purposes:

Prospecting and customer relationship management.

Event organisation.

Invoicing and accounting.

Data is kept for as long as necessary, with specific time limits:

Customers: duration of contractual relations + 3 years for canvassing.

Prevention of money laundering: 5 years after the end of the relationship.

Accounting: 10 years after the end of the financial year.

Prospects: 3 years without participation in events.

Data is accessible only to authorised persons. Customers have the right to access, rectify, object to and delete their data. They may exercise these rights by sending an e-mail to contact@campingsaintgabriel.com. They may also lodge a complaint with the CNIL.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the www.campingsaintgabriel.com website is the property of the Service Provider and its partners and is protected by intellectual property legislation. Any unauthorised reproduction or use is strictly prohibited and may constitute an infringement of copyright.

The Service Provider retains all rights to the creations made for the provision of its Services, including photographs, drawings and prototypes. The Customer may not reproduce or exploit these creations without the prior written authorisation of the Service Provider, which may require financial compensation.

The names, logos and other graphic representations belonging to the Service Provider are also protected.

ARTICLE 12 - APPLICABLE LAW - LANGUAGE

These Terms and Conditions are governed by French law. In the event of a dispute, only the French text shall be deemed authentic.

ARTICLE 13 - DISPUTES

All disputes relating to the purchase and sale operations under these general terms and conditions, concerning their validity, interpretation, performance or termination, will be submitted to the competent courts.

The Customer may also have recourse to conventional mediation or an alternative dispute resolution method. They may contact the Consumer Mediator free of charge:

Centre for Consumer Mediation of Justice Conciliators

14 rue Saint Jean, 75017 PARIS

<https://cm2c.net>

E-mail: CM2C@CM2C.net

ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

Before placing an order, the Customer acknowledges having received these General Terms and Conditions of Sale, as well as the information required by articles L 111-1 to L111-7 of the French Consumer Code and the decree of 22 October 2008. This information includes in particular:

The essential characteristics of the Services.

The price of the Services and related charges.

The identity and contact details of the Service Provider.

Legal and contractual guarantees.

The possibility of mediation in the event of a dispute.

Cancellation procedures and important contractual conditions.

By placing an order on the www.campingsaintgabriel.com website, the Customer fully accepts these General Terms and Conditions of Sale and waives the right to rely on any contradictory document that is not enforceable against the Service Provider.