

#### TERMS AND CONDITIONS OF SALE CAMPING PARADIS

### INTRODUCTION

These Terms and Conditions of Sale apply to all services offered on the website Camping Paradis de la Motte or any other means of communication.

The purpose of the website content is to inform clients. Some of the services offered may be subject to change depending on the occupancy rate and/or may only be available on certain dates during the season. Prices are provided for information purposes only and are subject to change and valid only for the current season. The service will be provided at the rate applicable on the date of the order. Prices include all taxes. Any change in the VAT rate will result in a change in the price. In accordance with the Tourism Code, Camping Paradis de la Motte reserves the right to make changes to the information on the website or any other means of communication. Major changes will be communicated on the website as erratum.

# **1. BOOKING CONDITIONS**

• Contracting parties must be at least 18 years of age and have the legal authority to contract and must not be under guardianship. The contracting party must be present for the entire duration of the stay.

Bookings are valid only upon agreement by the campsite, after receipt of the deposit and either the completed and signed booking contract or acceptance of the terms and conditions of sale when booking online.

• Camping pitch or rental bookings are made on a strictly personal basis. Under no circumstances may you sublet or transfer your booking without the prior consent of the campsite.

• Minors must be accompanied by their parents or legal guardians.

### Rentals

• Rental accommodations are equipped. The basic package is for one to eight people (baby included) depending on the type of rental.

• Camping Paradis de la Motte reserves the right to refuse access to the campsite to groups or families arriving with more guests than the capacity of the rented accommodation.

### **Camping Pitches**

• The basic package includes the pitch for a tent, trailer or camper for one or two people and access to the sanitary and reception facilities. Additional fees (extra person, pets, extra vehicle, etc.) are not included in the basic package rate and will be charged as add-ons. Camping pitches can accommodate up to six people maximum (baby included).

### **Booking fees - Rentals**

Booking fees are €19 for rentals (min 7 nights, and €10 – stay between 2 and 6 nights)

#### **Booking fees – Camping pitches**

Booking fees are €19 for camping pitches (min 7 nights, and €10 – stay from 4 to 6 nights). There is no booking fee for the stays between 1 and 3 nights.

# 2. RATES, TOURIST TAX & ECO-PARTICIPATION

• The listed prices are valid for the 2024 season. Prices are listed in euros, including VAT, and correspond to the chosen accommodation, number of people and duration of stay. Local taxes and optional add-ons are not included.

• A tourist tax collected for the City of les Herbiers is payable upon arrival, per night and per person over 18 years of age.

• An eco-participation is payable upon arrival, per night and per person over 18 years of age. Our business is subject to taxes for use of natural resources (clean water) and waste treatment (wastewater, household waste, etc.). We therefore charge compensation of (€0.50/pers over the age of 18/night) to raise awareness for these expenses.

# **3. PAYMENT CONDITIONS**

• For bookings made more than 30 days in advance, a deposit of 30% of the price of the reserved services is payable when booking. The balance is payable no later than 30 days before the arrival date.

• For reservations made less than 30 days in advance, the stay is payable in full when booking.

# **3.1. NON-COMPLIANCE WITH PAYMENT TERMS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the above payment terms, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations.

### 4. NO RIGHT OF WITHDRAWAL

In accordance with article L.221-28 of the consumer code, Camping Paradis de la Motte informs its clients that the sale of accommodation services provided on a given date, or for a given frequency, is not subject to the 14-day withdrawal period.

## 5. PAYMENT

# Accepted payment methods

You may honor your booking with the following payment methods, both for the deposit and balance:

Check, French postal check, holiday voucher, postal order or cash, credit card, national or international bank transfer, Holiday voucher connect

Terms and conditions of payment

On the campsite website

An official booking request by the buyer can be broken down as follows:

- 30% deposit + booking fees + cancellation insurance (optional) / To be paid within 14 days following the date of booking
- Balance at the latest 30 days before arrival. In the event that the balance is not paid within the time limits indicated, the booking is considered cancelled and our cancellation conditions described below apply.

# <u>By mail</u>

An official booking request by the buyer can be broken down as follows:

- 30% deposit + booking fees + cancellation insurance (optional) / To be paid within 14 days following the date of booking
- Balance at the latest 30 days before arrival for rentals and camping pitches. In the event that the balance is not paid within the time limits indicated, the booking is considered cancelled and our cancellation conditions described below apply.

This reservation has contractual value only upon receipt by the purchaser of a booking confirmation issued by the campsite.

The balance of the stay is payable at the latest 30 days before arrival. In the event that the balance is not paid within the time limits indicated, the booking is considered cancelled and our cancellation conditions described below apply.

### 6. CANCELLATIONS AND CHANGES

### Changing your booking

- The Client may request a change to their stay at the same campsite (dates, type of accommodation). Without prejudice to the fact that the balance is payable in full before departure, any changes at the request of the client may incur change fees. All change requests must be confirmed in writing by the client and are subject to availability and acceptance by Camping Paradis de la Motte In the event that the contractor wishes to extend their stay, the current rate will apply. Any changes made from higher range to lower range services will not incur a refund.
- Any request to reduce the length of your stay is considered a partial cancellation and will be subject to the cancellation and interruption of stay conditions.
- Any request by the CLIENT to change or cancel their STAY must be sent to Camping Paradis de la Motte by registered letter with acknowledgement of receipt. The time limits indicated below are from the date on which the letter is received, as evidenced by the postmark. Cancellation or changes to the STAY will incur at minimum the following fees:
- \* More than 30 days before the beginning of the STAY: 30% of the total cost + processing fees + insurance fees (if taken out)
- \* Less than 30 days before the beginning of the STAY: 100% of the total cost + processing fees + insurance fees (if taken out).

#### **Unused services**

Any interrupted or shortened stay (late arrival, early departure) or failure to appear at the campsite for a reserved accommodation will not incur a refund.

### Cancellation by Camping Paradis de la Motte

In order to receive compensation when possible, we recommend that you take out cancellation or interruption of stay insurance upon booking.

If Camping Paradis de la Motte cancels your stay, except in cases of force majeure, the entire cost of the stay will be refunded. However, you may not receive payment of damages.

#### **Cancellation Insurance**

We recommend that you take out cancellation or interruption of stay insurance upon booking.

- Premium Event cancellation insurance covered: the customer's desire not to leave, whatever the reason. Examples of events: All event. Maximum
- refund: €5,000 Cancellation policy: cancellation possible until the day of arrival. Proof to provide: none Excess: 30%
- <u>Comfort cancellation insurance Event covered</u>: Any unforeseeable event, beyond the customer's control, which prevents them from leaving.

Examples of events: medical reasons, personal reasons, professional reasons, etc. Maximum refund: €5,000 Cancellation policy: cancellation possible

up to the day of arrival and interruption of stay during the stay. Proof to provide: all supporting documents relating to your reason for cancellation or interruption of stay. Excess: Medical reason =>  $\leq 30$  / Other reasons : 20%

#### 7. YOUR TRIP

#### Arrival

On the day of your arrival, you will be welcomed from 3 p.m., and when you receive the keys to your rental, or the pass for the gate (for a camping pitch) you will be asked for a deposit.

# During your stay

The campsite declines all responsibility in the event of an incident falling under the civil responsibility of the camper. All clients must comply with campsite rules. Guests are responsible for any disturbances caused by persons staying with or visiting them.

#### Departure

• <u>Rental accommodations</u>: on the day of departure indicated on your contract, the rental accommodation must be vacated before 10:00 a.m. The accommodation must be returned in a perfect state of cleanliness, the inventory may be verified, any broken or damaged object will be at your expense, as well as any repairs to the accommodation that may be necessary. The cleaning package will be billed at €70 instead of €60 and €90 instead of €80 if it is booked on site at the time of the stay and not at the time of booking.

• Your deposit will be returned within a week after the end of your stay, after deduction of any fees incurred, with invoices provided, for any damage found at the exit inventory. Non repayment of the deposit does not preclude payment of additional compensation in the event that the costs exceed the amount of the deposit.

- If the accommodation has not been cleaned before your departure, a minimum cleaning fee of €70 including tax will be charged.
- For any late departure, you may be charged an extra day at the current nightly rate.

<u>Camping pitch</u>: on the departure day indicated on your contract, the pitch must be vacated before 12 p.m. The deposit will be returned to you at the end of your stay (or within a week if departure outside reception hours) less if you lose the barrier pass and/or adapter.

• For any late departure, you may be charged an extra day at the current nightly rate.

# 8. INTERNAL REGULATIONS

The rules and regulations are posted at the entrance to the establishment and at the reception desk. The Client is required to read and respect these rules.

# 9. VISITORS

Visitors are admitted to the campsite (during the day only) after presenting themselves at the campsite reception. Their vehicle will remain on the visitor parking provided at the entrance to the campsite. Access to the aquatic area is strictly prohibited for them, as the campsite does not have a supervisor bathing.

# 10. PETS / SECURITY

Animals are strictly prohibited in our rental accommodation. They are accepted on site for an additional fee. They must not remain alone on the pitch (two animals maximum per location). They must be kept on a leash. In order to respect the premises, we will ask you to collect the droppings of your animal. You will be asked for your vaccination record.

The campsite pond is fenced and closed with a gate. No child should enter without being accompanied by an adult. In the event of an incident, the camping disclaims all liability. Children who cannot swim and are not accompanied by an adult should not enter the swimming pool alone. The swimming pool enclosure. **All loose clothing is prohibited when swimming.** Only clothing above the elbows, above the knees and tight to the body is permitted when swimming.

# **11. IMAGE RELEASE**

You expressly authorise Camping Paradis de la Motte to use photographs and/or videos that may be taken during your stay for the communication needs of the Camping Paradis group.

Any guest refusing to be photographed or filmed during their stay must inform Camping Paradis de la Motte in advance and in writing. You also authorise distribution, publication and marketing of these images and videos on all types of media.

# **12. DISPUTES**

• Any complaints regarding non-conformity of the services provided with contractual commitments can be reported by mail or e-mail to Camping Paradis de la Motte

# **13. MEDIATION**

In the event of a dispute, you can contact us as follows:

• Send a letter by registered mail with acknowledgement of receipt to Camping Paradis de la Motte

"Mediation of consumer disputes: In accordance with the provisions of the Consumer Code concerning "the mediation process of consumer disputes", the customer has the right to use the mediation service offered by Camping de la Motte free of charge. The mediator "right to consumption" thus proposed is CM2C - 14, Rue Saint Jean - 75017 PARIS.

# 14. LIABILITY

The client expressly acknowledges that Camping Paradis de la Motte cannot be held liable for communication by its partners. All photos and text used on the Camping Paradis de la Motte website are non contractual. They are provided for information purposes only.

# 14. DATA PROCESSING AND FREEDOM

The information that you provide in your order will not be communicated to any third party. This information will be considered by Camping Paradis de la Motte to be confidential. It will only be used by Camping Paradis de la Motte » in order to process your order and to improve and customise communication and services offered that are reserved for clients of Camping Paradis de la Motte based on your interests. In accordance with the French Data Protection Act of 6 January 1978, you have the right to access, rectify and oppose any of your personal data. To do this, simply send us a request by mail to the following address:14 Bis Rue de la Motte – 85250 VENDRENNES, indicating your last name, first name and address.