

GENERAL CONDITIONS OF SALE

“Tourism” accommodation or site booking by individuals

CO-ORDINATES OF THE SERVICE PROVIDER:

- Camping Pré Rolland – SARL CG LOISIRS – RCS Grenoble N° : 950 973 859 1 Richard Willm – 38710 Mens
- Phone: 04 76 34 65 80 Cell: 06 47 00 68 93 Email: contact@prerolland.fr
- Website: <https://www.camping-prerolland.fr>

DEFINITIONS:

ORDER or RESERVATION or RENTAL: Purchase of the Services.

SERVICES: seasonal rental of accommodation or accommodation in «tourism».

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

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the Pré Rolland campground, operated by the SARL CG LOISIRS to non-professional customers («The Customers» or «the Customer»), on its website: www.camping-prerolland.fr or by telephone, mail or e-mail (emails), or in a place where the Service Provider markets the Services. They do not apply to mobile homes that are the subject of a “leisure” contract.

The main features of the Services are presented on the website: www.camping-prerolland.fr or on written support -paper or electronic- in case of reservation by means other than a remote order.

The Customer is required to take note of it before any order is placed. The choice and purchase of a Service is the sole responsibility of the Customer.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Service Provider, and in particular those applicable for other marketing channels of the Services.

These General Terms and Conditions of Sale are accessible at any time on the website and will prevail, if applicable, over any other version or other contractual document. The version applicable to the Customer is the one in force on the website or communicated by the Service Provider on the date of placing the Order by the Customer.

Unless proven otherwise, the data recorded in the Service Provider’s IT system constitutes proof of all transactions concluded with the Client.

Under the conditions defined by the 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 the stay as well as their consequences, to all his personal data by writing, by post and justifying his identity, to:

SARL CG LOISIRS – 1 place Richard Willm – 38710 MENS

The Customer declares to have read and accepted these General Terms and Conditions of Sale or by ticking the box provided for this purpose before the implementation of the online Order procedure, as well as the general conditions of use of the website www.camping-prerolland.fr, or, in case of booking outside the Internet, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

The Client selects on the site or informs on any document sent by the Service Provider the services it wishes to order, according to the following procedures:

Booking via the website www.camping-prerolland.fr:

The Customer chooses his type of accommodation (bare pitch, mobile home, chalet, tent lodge, dormitory), dates, number of people, supplements and makes the payment of the deposit (or 30%) online. For rentals, the balance will be requested one month prior to arrival. For locations, the balance will be requested on the day of arrival.

Booking by email or phone:

The Customer chooses his type of accommodation (bare pitch, mobile home, chalet, tent lodge, dormitory), dates, number of people, supplements. A rental agreement will be sent to the Customer by email. The Customer, if he accepts it, must return the document dated, initialled, signed and accompanied by the payment of the deposit (or 30%). For rentals, the balance will be requested one month prior to arrival. For locations, the balance will be requested on the day of arrival.

It is the Customer’s responsibility to verify the accuracy of the Order and to report any error to the Service Provider immediately. The Order shall not be considered as 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 in the premises where the Service Provider markets the Services.

Any Order placed on the website www.camping-prerolland.fr constitutes the formation of a contract concluded remotely between the Customer and the Service Provider.

Any Order is 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.camping-prerolland.fr, or on any media of information of the Service Provider, at the time of the placing of the order by the Customer. The prices are expressed in Euros, excluding VAT.

The rates take into account any discounts that would be granted by the Service Provider on the website www.camping-prerolland.fr or on any media of information or communication.

These rates are firm and not reviewable during their validity period, as indicated on the website www.camping-prerolland.fr, in the email or in the written proposal addressed to the Customer. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

An invoice shall be drawn up by the Seller and delivered to the Customer at the latest at the time of payment of the balance of the price.

3.1. TOURIST TAX

Tourist tax, collected on behalf of the municipality/community of municipalities, is not included in the rates. Its amount is determined per person per day and varies according to destinations. It is payable when the Service is paid and is shown separately on the invoice.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ADVANCE PAYMENT

The sums paid in advance are prepayments. They constitute an advantage on the total price due 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 lease agreement and attached to 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 the event of cancellation of the stay due to the Customer less than 30 days before the scheduled arrival date (except in the cases provided for in article 6.4 of these general conditions).

For rentals, the balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this rental)

For the pitches, the balance of the stay must be paid in full on the day of arrival.

4.2. PAYMENTS

Payments made by the Client shall not be considered final until the amounts due by the Service Provider have been effectively collected.

In the event of late payment and payment of amounts due by the Customer beyond the above-mentioned time limit, or after the payment date shown on the invoice sent to the latter, penalties for late payment calculated at the rate of 40% of the amount including all taxes of the price of the provision of the Services, will be acquired automatically and automatically by right to the Service Provider, without any formality or prior formal notice.

The delay in payment will result in the immediate liability of all sums due from the Client, without prejudice to any other action that the Service Provider is entitled to bring against the Client.

4.3. 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 has remained without effect.

ARTICLE 5 - PROVISION OF BENEFITS

5.1. PROVISION AND USE OF BENEFITS

The accommodation can be occupied from 4:00pm on the day of arrival and must be vacated before 10:00am on the day of departure (2:00pm/2:00pm for a location).

The balance of the stay must be paid in full

- 30 days prior to arrival (subject to cancellation).
- And the day of arrival for a location.

The accommodation and pitches are intended for a certain number of occupants for rent and can under no circumstances be occupied by a greater number of people.

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 50 € for the cleaning. Any deterioration of the accommodation or its accessories will give rise to immediate restoration at the expense of the tenant.

5.2. SECURITY DEPOSIT

For accommodation rentals, a security deposit of 250 € (two hundred and fifty euros) is required of the Customer on the day of the delivery of the keys and is returned to him on the day of 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).

6.1. AMENDMENT

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 a change in date within the limits of availability, without prejudice to any costs

Any request to reduce the length of stay will be considered by the Service Provider as a partial cancellation whose consequences are governed by article 6.3.

6.2. INTERRUPTION

A premature departure may not give rise to any refund from the Service Provider.

6.3. CANCELLATION

In case of cancellation of the Booking by the Customer after its acceptance by the Service Provider less than thirty days before the scheduled date of Reserved Hire, for any reason except force majeure, the deposit paid to the Booking, as defined in Article 4 - TERMS OF PAYMENT of these General Terms and Conditions of Sale shall be automatically vested in the Service Provider, as compensation, and shall not give rise to any refund.

In all cases of cancellation, the processing and management fees (Article 3) will remain with the Service Provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In case 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 Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not imputable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be the subject of a refund within 1 month.

However, the Service Provider cannot be held liable for additional compensation beyond this 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 Article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer would be affected by COVID 19 (infection) or other infection considered as a pandemic, or would be identified as a contact case, and that this situation would call into question his participation in the stay on the planned dates, would give rise to the issue of a credit valid 12 months non-refundable.

Any processing and management fees as provided for in the general terms and conditions will remain with the Service Provider. In all cases, the Customer must provide proof of the event making it eligible for this right to cancellation.

6.4.3. By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Client is forced to cancel the entire stay due to governmental measures not allowing participants to travel (general or local confinement, travel ban, border closure), even though the campsite is able to fulfil its obligation and accommodate the Customers, the Service Provider will issue a credit note corresponding to the sums paid by the Customer, after deduction of processing and management costs (Article 3) which will remain acquired by the Service Provider. This credit, non-refundable and non-transferable, will be valid for 12 months.

6.4.4 - In case of subscription by the Customer of a specific insurance covering the risks listed in article 6.4.2 or article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the asset, referred to in articles 6.4.2 or 6.4.3.

ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. CIVIL LIABILITY INSURANCE

The Client hosted on a site or in a hosting must be insured in civil liability. A certificate of insurance may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets (excluding first category dogs: attack dogs and second category: guard and defense dogs) vaccinated and kept on a leash are accepted only on the sites and under the responsibility of their owners (they must in no case remain alone in the absence of its owners and not bark in order not to disturb the other Customers), with the packages available from the Service Provider.

7.3. RULES OF PROCEDURE

An internal by-law is posted at the entrance of the establishment and at the reception. The Customer is obliged to take note of it and to respect it. It is available upon request.

ARTICLE 8 - RIGHT OF RETRACTION

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

ARTICLE 9 – PERSONAL DATA PROTECTION

The Service Provider, the drafter of this document, implements personal data processing on the legal basis of: Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:

- prospecting
- managing the relationship with its customers and prospects,
- the organisation, registration and invitation to Service Provider events,
- processing, execution, prospecting, production, management and follow-up of customer requests and files,
- writing acts on behalf of its clients.

Compliance with legal and regulatory obligations when it implements processing for the purpose of:

- the prevention of money laundering and terrorist financing and the fight against corruption,
- invoicing,
- accounting.

The Service Provider keeps 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.

For the prevention of money laundering and terrorist financing, the data are kept 5 years after the end of the relationship with the Service Provider. As regards accounting, 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 Service Provider's events has taken place.

The data processed are intended for authorised persons of the Service Provider.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, natural persons have a right of access to data concerning them, rectification, query, limitation, portability and erasure.

The persons concerned by the processing carried out also have a 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, and a right to oppose commercial exploration.

They shall also have the right to lay down general and specific directives defining how they intend the rights mentioned above to be exercised after their death:

- by e-mail to: contact@prerolland.fr
- or by post to the following address: Surname, first name Legal name Postal address accompanied by a copy of a signed identity document.

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

ARTICLE 10 - INTELLECTUAL PROPERTY

The content of the website www.camping-prerolland.fr is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and is likely to constitute an infringement offence.

In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, designs, models, prototypes, etc., made (even at the Client's request) for the provision of the Services to the Client. The Customer is therefore prohibited from any reproduction or exploitation of said studies, designs, models and prototypes, etc.,

without the express, written and prior authorization of the Service Provider which may condition it to a financial consideration.

The same applies to names, logos or more broadly any graphic representation or text belonging to or used and distributed by the Service Provider.

ARTICLE 11 - 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. Where they are translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

ARTICLE 12 – DISPUTES

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, performance, their termination, consequences and consequences and which could not have been resolved between the Service Provider and the Client shall be submitted to the competent courts under the conditions of ordinary law.

The Client is informed that it may in any case resort, in case of dispute, to a conventional mediation procedure or to any other alternative method of dispute resolution.

In particular, he may have recourse free of charge to the following Consumer Ombudsman:

CM2C – 14 rue Saint Jean – 75017 Paris – Telephone: 06 09 20 48 86

ARTICLE 13 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges having communicated, prior to the placing of his Order, in a legible and understandable manner, these General Terms and Conditions of Sale and all the information and information referred to in 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 outdoor 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 associated fees;
- information relating to the Service Provider's identity, postal, telephone and electronic contact details, and its activities, if they do not arise from 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, termination terms and other important contractual terms.

The fact for a natural (or legal) person, to order on the website www.camping-prerolland.fr entails full acceptance and acceptance of these General Terms and Conditions of Sale, which is expressly recognized by the Customer, who renounces, in particular, to avail itself of any contradictory document, which would be inoperable to the Service Provider.

Date, Last Name, First Name

Signature preceded by "Read and approved"