

GENERAL TERMS AND CONDITIONS OF SALE

Reservation of tourist accommodation or pitches

Details of the Service Provider :

- CAMPING INNATURE, SAS ARQUES, 890 599 970 RCS CARCASSONNE

- 7 chemin du lac 11190 ARQUES

- Telephone: 04.68.47.74.64 e-mail: contact@camping-innature.com

DEFINITIONS :

ORDER or RESERVATION or RENTAL: Purchase of Services.

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

ACCOMMODATION: Tent, caravan, mobile home and light leisure accommodation.

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 InNature campsite, operated by sas Arques, to non-professional customers (The Customers or the Customer), on its website www.camping-innature.com or by telephone, post or electronic mail (e-mails), or in a place where the Service Provider markets the Services. They do not apply to the rental of pitches for mobile homes, which are covered by a leisure contract.

The main characteristics of the Services are presented on the www.camping-innature.com website or on a written medium - paper or electronic - in the event of a reservation by a means other than a distance order.

The Customer is obliged to familiarise himself/herself with them before placing an order. 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, in particular those applicable to other marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at all times on the Website and shall prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is the one in force on the Web Site or communicated by the Service Provider on the date the Order is placed by the Customer.

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.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and object to all of his/her personal data at any time, if the processing is not essential to the execution of the order and the holiday, as well as any subsequent actions, by writing, by post and providing proof of his/her identity, to :

Camping InNature 7 chemin du lac 11190 Arques - contact@camping-innature.com

The Customer declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose before completing the online Order procedure, as well as the general terms and conditions of use of the website www.camping-innature.com, or, in the case of bookings made outside the Internet, by any other appropriate means.

ARTICLE 2 - RESERVATIONS

The Customer selects the services they wish to order on the site and pays the deposit by bank transfer, credit card, bank cheque or holiday voucher. They will then receive a booking confirmation. 45 days before the start of the holiday, they will receive a request for payment of the balance, payable within 15 days, i.e. no later than 30 days before the start of the holiday. They will receive confirmation of payment by e-mail.

It is the Customer's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors. The Order will only be considered definitive once the Supplier has sent the Customer confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation made directly at the premises where the Supplier markets the Services.

Any Order placed on the www.camping-innature.com website constitutes the formation of a distance contract between the Customer and the Service Provider.

All Orders are personal and may not be transferred under any circumstances.

ARTICLE 3 - PRICES

The Services offered by the Service Provider are provided at the prices in force on the www.camping-innature.com website, or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding VAT and including VAT.

Prices take into account any discounts granted by the Service Provider on the www.camping-innature.com website or in any other information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the www.camping-innature.com website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

Prices do not include processing and administration costs, which are invoiced in addition under the conditions indicated on the www.camping-innature.com website or in the information (mail, e-mail, etc.) sent to the Customer beforehand, and calculated before the Order is placed.

The payment requested from the Customer corresponds to the total amount of the purchase, including these charges.

An invoice will be drawn up by the Vendor and sent to the Customer at the latest when the balance of the price is paid.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the commune/commune, is not included in the rates. The amount is determined per person per day and varies depending on the destination. It must be paid when paying for the Service and is shown separately on the invoice.

ARTICLE 4 - PAYMENT CONDITIONS

4.1. PAYMENT IN ADVANCE

Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer.

A deposit of 25% of the total price for the provision of the Services ordered is required when the order is placed by the Customer. It must be paid on receipt of the definitive hire contract attached to the copy to be returned. It will be deducted from the total amount of the order.

It will not be reimbursed by the Supplier in the event of cancellation of the holiday by the Customer less than 31 days before the planned arrival date (except in the cases provided for in article 6.4 of these general terms and conditions).

The deposit and booking fees will not be refunded if the holiday is cancelled by the Customer more than 31 days before the scheduled arrival date.

The balance of the stay must be paid in full 30 days before the arrival date (otherwise the rental will be cancelled).

4.2. PAYMENTS

Payments made by the Customer will only be considered final once the amounts due have been received by the Supplier. Late payment will result in the immediate payment of all sums due by the Customer, without prejudice to any other action that the Service Provider may be entitled to take against the Customer in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Service Provider reserves the right, in the event of non-compliance with the terms of payment 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 SERVICES

5.1. AVAILABILITY AND USE OF SERVICES

The accommodation or pitch may be occupied from 4 p.m. on the day of arrival and must be vacated between 8 a.m. and 10 a.m. on the day of departure.

The balance of the stay must be paid in full

- 30 days before the date of arrival (otherwise the rental will be cancelled).

The accommodation and pitches are designed for a specific number of occupants at the time of rental and may under no circumstances be occupied by a greater number of people.

The accommodation and pitches must be returned in the same state of cleanliness as when delivered. If this is not the case, the tenant will be required to pay a lump sum of €47 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

For accommodation rentals (mobile homes - chalets - cabins - premium pitches), a security deposit of €300 is required from the Customer on the day the keys are handed over and is returned on the day the rental ends, less any repair costs.

For accommodation rental (villa), a security deposit of €600 is required from the Customer on the day the keys are handed over and will be returned to the Customer on the day the rental ends, less any repair costs.

This deposit does not constitute a limit of liability. In the event of loss of keys or breakage, €50 will be deducted from the deposit.

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

No reduction will be granted in the event of late arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

6.1. MODIFICATIONS

In the event of a change to the dates or number of people, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional charges; in all cases, this is simply an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or another date; an additional charge may be requested in such cases.

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 by the Provider.

6.3. CANCELLATION

Cancellations must be made in writing. In the event of cancellation of the Reservation by the Customer after it has been accepted by the Supplier more than 31 days at least before the date scheduled for the Reserved Hire, for any reason whatsoever other than force majeure, the deposit paid on the Reservation, as defined in the Article, is non-refundable.

If he/she so wishes, the customer may take out cancellation insurance at a charge by mentioning this on the booking contract. Full terms and conditions concerning the scope, terms and limits of this cover are available from the insurer on request: <https://www.campez-couvert.com>

GRITCHEN TOLEDE ET ASSOCIES CAMPEZ COUVERT 27 RUE CHARLES DURAND CS70139 18021 BOURGES CEDEX

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 (which is treated as a total or partial ban on receiving members of the public, insofar as the Customer is directly affected by the application of 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 within 30 days.

However, the Provider cannot be held liable for any additional compensation beyond this reimbursement of the sums already paid for the booking of the holiday.

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 affected by 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 on the scheduled dates, will result in the issue of a credit note valid for 18 months and refundable at the end of the period of validity.

Any processing and management fees as set out in the General Terms and Conditions will be retained by the Service Provider. In all cases, 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, in the event that the Customer is forced to cancel the holiday in its entirety due to government measures preventing participants from travelling (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 issue a credit note corresponding to the sums paid by the Customer, less the processing and administration costs (Article 3), which will be retained by 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 article 6.4.2 or article 6.4.3, the insurance indemnities received by the Customer will be deducted from the amount of the credit note referred to in articles 6.4.2 or 6.4.3.

ARTICLE 7 - CUSTOMER OBLIGATIONS

7.1. CIVIL LIABILITY INSURANCE

Customers staying on a pitch or in accommodation must be covered by public liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. PETS

Pets are accepted, under the responsibility of their owners. Only one dog is permitted at the current rate (unless prior agreement has been obtained from the management). 1st and 2nd category dogs are not permitted on the campsite.) Cats are not allowed in the accommodation. Cats and dogs will only be accepted on a lead and on presentation of their valid vaccination certificate. Cats and dogs must be taken out for a hygienic walk and their owners must not leave any trace of their needs. Pets must not be left alone in the accommodation or on the pitch.

7.3. INTERNAL REGULATIONS

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

ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - WARRANTY

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

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 7 days from the provision of the Services.

The Service Provider will reimburse or rectify or have rectified (where possible) the services deemed defective as soon as possible and no later than 30 days following the Service Provider's discovery of the defect or fault. Reimbursement will be made by crediting the Customer's bank account or by cheque sent to the Customer.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer. The Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of an event of force majeure as usually recognised by French case law.

The Services provided via the Provider's www.camping-innature.com website comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of holidays or excursions on a given date or during a specified period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with the provisions of article L221-28 of the French Consumer Code.

ARTICLE 10 - ELECTRIC VEHICLE CHARGING

For safety reasons, it is strictly forbidden to connect vehicles to the electrical terminals on the pitches and in the accommodation. If this rule is not respected, the full amount of the deposit will be retained.

The electrical installations in our accommodation and at the electricity points are not suitable for recharging electric vehicles. It is therefore strictly forbidden to connect an electric or hybrid vehicle to the electrical installations of the accommodation and the charging points. In the event of infringement of this provision, the customer will be held responsible for any damage (short-circuit, fire, etc.), material or immaterial, caused by the connection, to the campsite and/or third parties.

There is a recharging point in the reception car park.

ARTICLE 11 - PROTECTION OF PERSONAL DATA

The Service Provider, as drafter of the present document, implements the processing of personal data whose legal basis is :

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes:
 - canvassing
 - managing relations with its customers and prospective customers,
 - the organisation of, registration for and invitation to events organised by the Service Provider,
 - processing, executing, prospecting, producing, managing and monitoring customer requests and files,
 - drafting deeds on behalf of its clients.

● or compliance with legal and regulatory obligations when it implements processing for the purpose of:

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

The Service Provider retains data only for as long as is necessary for the purposes for which it was collected and in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for marketing and prospecting purposes, without prejudice to retention obligations or limitation periods.

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

Prospective customers' data is kept for a period of 3 years if they have not taken part in or registered for any of the Service Provider's events.

The data processed is intended for authorised persons within the Service Provider.

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, portability and delete data concerning them.

Data subjects also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data whose legal basis is the legitimate interest of the Service Provider, as well as the right to object to commercial canvassing.

They also have the right to define general and specific directives defining the way in which they wish the above-mentioned rights to be exercised after their death

- by e-mail to the following address: contact@camping-innature.com

- or by post to the following address Camping InNature 7 chemin du lac 11190 Arques

The persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 12 - INTELLECTUAL PROPERTY

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

Any reproduction, distribution or use of this content, in whole or in part, is strictly prohibited and may constitute an infringement of copyright.

In addition, the Service Provider retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc. produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer is therefore prohibited from reproducing or exploiting said studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, which may be subject to a financial consideration.

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

ARTICLE 13 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the transactions arising from them are governed by 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 will be deemed authentic in the event of a dispute.

ARTICLE 14 - DISPUTES

All disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which cannot be resolved between the Supplier and the Customer, shall be submitted to the competent courts under the conditions of common law.

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

In particular, they may have free recourse to the following Consumer Mediator:

AME CONSO 11 PLACE DAUPHINE 75001 PARS www.mediationconso-ame.com

ARTICLE 15 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges that, prior to placing his/her Order, he/she has been provided, in a legible and comprehensible manner, with these General Terms and Conditions of Sale and with all the information and details referred to in articles L 111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the Order of 22 October 2008 relating to prior consumer information 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 associated costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context;
- information relating to the legal and contractual guarantees and how they are implemented; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of recourse to conventional mediation in the event of a dispute ;
- information on cancellation procedures and other important contractual conditions.

The fact that a natural person (or legal entity) places an order on the www.camping-innature.com website implies full and unreserved 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 that would be unenforceable against the Service Provider.