

# GENERAL TERMS AND CONDITIONS OF SALE

Booking of "tourism" accommodation or pitches by private individuals

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## DEFINITIONS:

**ORDER** or **BOOKING** or **RENTAL**: Purchase of Services.

**SERVICES**: Seasonal rental of accommodation or bare "tourism" pitches.

**ACCOMMODATION**: Mobile leisure residence.

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## 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 SAINT GABRIEL campsite, operated by Mr. Corentin Desroches, to non-professional clients ("Clients" or "the Client"), via the website [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com), by telephone, postal mail or email.

They do not apply to pitch rentals intended for the placement of mobile leisure residences (mobile homes), which are subject to a separate "leisure" contract.

The main characteristics of the Services are presented on the website or on a written document. The Client must read these before placing any order. The selection and purchase of a Service are the sole responsibility of the Client.

These Terms and Conditions take precedence over any other terms from the Provider. They are accessible at any time on the website and prevail, where applicable, over any other version. The version applicable to the Client is the one in effect at the time of the Order.

Unless proven otherwise, the data recorded in the Provider's IT system constitute proof of all transactions concluded with the Client. In accordance with data protection laws, the Client has the right to access, rectify, and object to their personal data by

writing to: **CAMPING SAINT GABRIEL**, Quartier Saint Gabriel, Route de Fontvieille, 13150 Tarascon, France.

The Client declares having read and accepted these Terms and Conditions by checking the appropriate box or by any other suitable means.

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## **ARTICLE 2 – RESERVATIONS**

The Client selects on the website or provides on any document sent by the Provider the services they wish to order, as follows:

Via our website [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com):

- Click on "Check availability"
- Select pitch, ACSI pitch, 1-bedroom mobile home, 2-bedroom mobile home, or 3-bedroom mobile home
- Choose the dates of your stay
- Enter the name, surname, and date of birth of all participants
- Select your options
- Choose the deposit payment method
- Confirm your booking
- You will receive an automatic confirmation email

Upon receipt of the deposit, we will confirm your reservation by sending a summary for a pitch or mobile home. The balance and the tourist tax are to be paid on site. A security deposit of €200 (for damages) and €70 (for uncleaned accommodation) is required upon arrival. These deposits may be made by check (not cashed) or by credit card (automatic debit, reimbursed within one week to one month).

It is the Client's responsibility to check the accuracy of the Order and immediately report any errors. The Order will only be considered final after the Provider sends a confirmation of acceptance. Each Order is nominative and non-transferable.

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## **ARTICLE 3 – PRICES**

The Services offered by the Provider are provided at the rates in effect on the website [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com) or on any informational support at the time of the Client's order. Prices are in Euros, all taxes included.

The prices reflect any potential discounts granted by the Provider. These prices are firm and non-revisable during their validity period as indicated on the website, email,

or written offer. Beyond this period, the offer is void, and the Provider is no longer bound by the displayed prices.

An invoice will be issued and delivered to the Client upon request when the balance is paid.

### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality, is not included in the rates. Its amount is variable and must be paid with the balance of the stay.

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## **ARTICLE 4 – PAYMENT TERMS**

### **4.1. DEPOSIT**

Payments made in advance are considered deposits, amounting to 25% of the total price, and are required at the time of booking. This amount will be deducted from the total balance. The remaining balance must be paid in full on the day of arrival.

### **4.2. PAYMENTS**

Payments will only be considered final after the full amount has been successfully received by the Provider.

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

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

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## **ARTICLE 5 – PROVISION OF SERVICES**

### **5.1. CHECK-IN AND CHECK-OUT**

Check-in for mobile homes is from 4:00 p.m., and for pitches from 2:00 p.m. Check-out must take place before 10:00 a.m. for mobile homes and before noon for pitches. The balance must be paid on the day of arrival.

Accommodations are intended for a specific number of occupants and may not be occupied by more people than indicated. They must be returned in the same state of cleanliness as upon arrival. If not, a fixed cleaning fee of €70 will be charged.

Any damage to the accommodation or its equipment must be repaired immediately at the tenant's expense. The final inventory must match the initial inventory exactly.

## **5.2. SECURITY DEPOSIT**

A single security deposit of €200 is required upon arrival (by credit card or uncashed check) for any mobile home rental. This deposit covers potential material damages and cleaning fees if the accommodation is not returned in perfect condition.

The security deposit will be returned after the mobile home and its cleanliness have been checked. If any deductions are made, they will be based on the actual costs. These deposits do not constitute a liability limit.

## **5 bis – END-OF-STAY CLEANING**

Two options are available for end-of-stay cleaning in mobile homes:

- **Cleaning option:** €10 per night, capped at €70. The campsite takes care of the complete cleaning. However, the client must wash and put away the dishes, empty the bins, and leave the accommodation tidy.
- **Without cleaning option:** the accommodation must be returned in perfect cleanliness. This includes cleaning the floors, windows, tables, chairs, toilets, shower, drains, sinks, mirrors, stovetop, countertop, microwave, fridge, and ensuring all dishes are clean and stored. Trash must be emptied. Rented linens (sheets, towels, mats) must be returned to reception.

A check-out inspection is carried out before departure.

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## **ARTICLE 6 – LATE ARRIVAL, INTERRUPTION OR CANCELLATION OF STAY BY THE CLIENT**

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

### **6.1. MODIFICATION**

Modification requests will be accepted based on availability, with no guarantee of pitch or accommodation availability. A price supplement may apply.

Any request to shorten the stay will be considered a partial cancellation, subject to the conditions outlined in Article 6.3.

### **6.2. INTERRUPTION**

Early departure will not entitle the client to any refund.

### **6.3. CANCELLATION**

In the event of cancellation after acceptance, the deposit will be retained by the

Provider as compensation and will not be refunded. Processing fees will also remain due to the Provider.

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## **ARTICLE 7 – CLIENT OBLIGATIONS**

### **7.1. Civil Liability Insurance**

The Client must have civil liability insurance. Proof may be requested.

### **7.2. Pets**

Pets are accepted for an additional daily fee, payable on site. However, dangerous or aggressive animals, and dogs classified as Category 1 or 2 in France, are not allowed. Pets must be vaccinated, kept on a leash, and owners must clean up after them. Owners are fully responsible for their animals.

### **7.3. Internal Regulations**

An internal regulation is posted at the entrance and at reception. The Client must read and comply with it. A copy is available upon request.

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## **ARTICLE 8 – PROVIDER OBLIGATIONS – WARRANTY**

The Provider guarantees the Client, in accordance with applicable legal provisions and without additional payment, against any lack of conformity or hidden defects related to the design or execution of the Services.

To exercise their rights, the Client must notify the Provider in writing of any non-conformity or defect within 24 hours of service delivery, with detailed information.

Upon receipt, the Provider will promptly rectify or have the Services corrected. This may include repair, replacement, or any appropriate corrective action.

The Provider cannot be held responsible for any delay or failure caused by force majeure, as defined by French jurisprudence. This includes unforeseeable events beyond reasonable control.

All services provided via the website [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com) comply with French regulations, ensuring quality service for the Client.

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## **ARTICLE 9 – RIGHT OF WITHDRAWAL**

According to Article L221-28 of the French Consumer Code, bookings for stays and excursions on fixed dates do not benefit from the right of withdrawal applicable to

distance sales. Therefore, cancellations after confirmation are non-refundable, except as provided by these terms.

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## **ARTICLE 10 – PERSONAL DATA PROTECTION**

The Provider processes personal data based on legitimate interest or legal obligations, especially for:

- Customer relationship management and marketing
- Event organization
- Billing and accounting

Data is retained for specific durations:

- Clients: duration of the contractual relationship + 3 years for marketing
- Anti-money laundering: 5 years after relationship ends
- Accounting: 10 years after fiscal year end
- Prospects: 3 years without event participation

Data is accessible only to authorized staff. Clients have rights to access, rectify, oppose, or delete their data.

Requests can be made via email at: **contact@campingsaintgabriel.com**

Clients may also file a complaint with the CNIL (French data protection authority).

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## **ARTICLE 11 – INTELLECTUAL PROPERTY**

All content on the site [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com) is the property of the Provider and its partners, protected by intellectual property laws.

Any reproduction or use without permission is strictly prohibited and may be considered counterfeiting.

The Provider retains full rights over creative work provided, including photographs, drawings, and designs. Clients may not reproduce or use these works without prior written authorization, which may be subject to a fee.

Names, logos, and graphical elements owned by the Provider are also protected.

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## **ARTICLE 12 – GOVERNING LAW – LANGUAGE**

These Terms and Conditions are governed by French law. In the event of a dispute, only the French version shall be legally binding.

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## **ARTICLE 13 – DISPUTES**

Any disputes relating to sales under these terms (validity, interpretation, execution, or termination) shall be submitted to the competent courts.

The Client may also use conventional mediation or alternative dispute resolution. They may contact the Consumer Mediation Center free of charge:

### **Centre de la médiation de la consommation de conciliateurs de justice**

14 rue Saint Jean, 75017 PARIS

Website: <https://cm2c.net>

Email: CM2C@CM2C.net

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## **ARTICLE 14 – PRE-CONTRACTUAL INFORMATION – CLIENT ACCEPTANCE**

The Client confirms having received, before placing the order, these Terms and Conditions, as well as the mandatory information outlined in Articles L111-1 to L111-7 of the French Consumer Code and the decree of October 22, 2008.

This includes:

- The essential characteristics of the Services
- The price and any additional costs
- The Provider's identity and contact details
- Legal and contractual guarantees
- The right to mediation in case of dispute
- Cancellation terms and important contractual conditions

By ordering on [www.campingsaintgabriel.com](http://www.campingsaintgabriel.com), the Client fully accepts these Terms and Co