



## GENERAL CONDITIONS

Applicable from 08/11/22

### ARTICLE 1 - SCOPE AND PURPOSE

These general terms and conditions of sale (hereinafter referred to as the "T&Cs") published by **SNC DEFOUR ET CIE**, a partnership (French société en nom collectif) with capital of €457.35, incorporated on the Toulon Trade and Companies Register under number 305 708 919, and having its head office at CAMP DU DOMAINE, 2581 Route de Bénat, BORMES-LES-MIMOSAS (83230), FRANCE, intracommunity VAT number FR14 305 708 919 000, are applicable to the rental of tourist accommodation (hereinafter referred to as the "Services") by private individuals (hereinafter referred to as "Customer(s)"). Notwithstanding special terms and conditions accepted by both Parties, placement of an order implies full and unreserved acceptance by the Customer of these T&Cs, which shall prevail over all other stipulations to the contrary that may appear in Customer purchase orders and/or any general terms and conditions. The agreement is offered in French, English and German and comprises these T&Cs along with the special terms and conditions (quote and/or purchase order) outlining the Services chosen, the period and price (hereinafter referred to as the "Agreement"). The T&Cs can be consulted at any time on the company premises, in brochures and on the website of CAMP DU DOMAINE.

### ARTICLE 2 - SERVICES

The Services proposed are camping and rental of accommodation. These are outlined in the CAMP DU DOMAINE brochure and website with a full description of the rented accommodation, their location as well as the conditions of rental, including any booking restrictions (maximum capacity, animal friendly, etc.). CAMP DU DOMAINE may amend the Services at any time, subject to Agreements currently in force. The Customer may not sub-let or transfer any booking without the prior consent of CAMP DU DOMAINE. Any additional guest or visitor wishing to enter the CAMP DU DOMAINE site should first sign in at reception and pay the entry fee in force which will allow the individual to use the same services as those staying on the campsite.

### ARTICLE 3 - BOOKINGS

Bookings are made depending on the period for a minimum of two nights in rental accommodation.

Customers should choose the Services, number of guests, dates as well as any optional extras. If the Services selected are available, the Customer can add these Services to his/her basket before then placing an order: Customers can access their basket (first click), which displays a summary of the order breakdown as well as the total price inclusive of tax for verification and to amend any errors; the Customer can then log in or create a customer account using the corresponding form; an order summary can then be accessed, showing the total price inclusive of tax, the essential characteristics of the Services ordered, and the option to make any amendments. The Customer should then read and explicitly accept the T&Cs by ticking the appropriate boxes, on the one hand, as well as the privacy policy in force at CAMP DU DOMAINE on the other hand; the payment term should then be chosen and the order confirmed (**second click - constituting consent and leading to the payment obligation by the Customer, which is explicitly indicated and accepted by the latter**) and the Customer is redirected to the secure website for payment of the agreed price. CAMP DU DOMAINE confirms receipt of the order by sending an order summary by email (including the Services selected and essential characteristics, price inclusive of tax, dates and a copy of the T&Cs as link leading to the Internet). **The booking only becomes definitive, and the Agreement is confirmed, following receipt of the deposit payment for the campsite, and following full payment for rentals pursuant to article 6.**

### ARTICLE 4 - INSURANCE - CANCELLATION

Optional cancellation insurance may be taken out at the time of making a booking with the independent insurance provider CAMPEZ-COUVERT and which may not be reimbursed under any circumstances whatsoever. In the event of cancellation, please inform reception at [mail@campdudomaine.com](mailto:mail@campdudomaine.com) and notify your cancellation or curtailment of your stay directly to your insurer online at [www.campez-couvert.com/declarer-un-sinistre](http://www.campez-couvert.com/declarer-un-sinistre) or by email at [sinistre@campez-couvert.com](mailto:sinistre@campez-couvert.com)

**Pursuant to article L. 221-28 12° of the French Consumer Code, Customers do not have a right of retraction.**

In the event of cancellation by the Customer, for any reason whatsoever: - for stays without having taken out cancellation insurance, CAMP DU DOMAINE retains the full deposit amount paid at the time of booking. - for stays where cancellation insurance has been taken out, CAMP DU DOMAINE retains the full deposit amount paid at the time of booking. Customers should notify the insurer pursuant to their insurance policy so as the claim can be processed, and may not claim compensation from CAMP DU DOMAINE under any circumstances, including in such instance as the insurer refuses to pay compensation for a claim, with CAMP DU DOMAINE not being held liable under any circumstances. Any late arrival in excess of TWENTY-FOUR HOURS (24 hours) that has not been notified in advance will automatically, and by right, be considered as cancellation by the Customer.

In the event of cancellation by CAMP DU DOMAINE for any reason whatsoever, the Client will be free to choose between immediate reimbursement of the deposit, or the issue of a credit note of a corresponding amount and valid up until 31st October of the following year, which may be reimbursed after this date or at the first request of the Customer. Any such cancellation may not however lead to payment of compensation.

### ARTICLE 5 - PERFORMANCE OF SERVICES - INTERNAL RULES

Internal rules are displayed on the premises and can be consulted in CAMP DU DOMAINE brochures and on the website. Services are available from 17:00 for rentals, and from 13:00 for the campsite. They must be vacated before 10:00 for both rentals and the campsite. For rental Services, an inventory must be done by the Customer upon arrival using the form given on his arrival. This form has to be given back within the next 24 hours after his arrival. After this timeframe, CAMP DU DOMAINE will consider that no anomaly were found. An inventory upon departure is undertaken at random. The Customer should return the rental accommodation in a clean and tidy condition. The

security deposit will be returned at the latest SEVEN (7) days after the Customer's departure, minus any amounts payable by the Customer, and notably due to any costs caused by damages to the rental accommodation or equipment, or by the cleaning fee of ONE HUNDRED euros (€100) if the accommodation is not returned clean and tidy (dishes washed, floor cleaned, toilets cleaned, kitchen, dishes tidied away, bed sheets folded, etc.), as observed following the Customer's departure. Any withholding of the security deposit does not exclude the right to claim additional compensation if costs should exceed the deposit amount, as justified by supporting documents. IT IS COMPULSORY TO WEAR AN IDENTIFICATION BRACELET DURING THE SUMMER SEASON.

#### **ARTICLE 6 - PRICE - PAYMENT TERMS - SECURITY DEPOSIT**

Prices (in euros) are those in force as at the date of the order, inclusive of VAT and exclusive of the residency tax. CAMP DU DOMAINE hereby reserves the right to amend its prices at any time subject to Agreements in force. At the time of booking, Customers should pay a booking deposit of which the total amount is indicated at the time of placing an order for the Services. For campsites the remaining balance is payable on the first day of the Services; and for accommodation rentals, at least THIRTY (30) days before the first day of the Services.

For accommodation rentals, a security deposit is asked to the Customer TWENTY ONE (21) days before the first day of his stay. This security deposit is payable online on the secured platform of our partner SWIKLY. This security deposit is made by simple card imprint and is therefore not debited from the Customer's account and does not restrict the payment capacity of the Customer's card. The amount of the security deposit is of FIVE HUNDRED EUROS (€500) for accommodations including the rental of additional equipment and ONE HUNDRED EUROS (€100) of housekeeping fees.

For camping stays, a security deposit is asked to the Customer upon arrival for the rental of additional equipment. This security deposit is payable online on the secured platform of our partner SWIKLY. This security deposit is made by simple card imprint and is therefore not debited from the Customer's account and does not restrict the payment capacity of the Customer's card. The amount of the security deposit is A HUNDRED EUROS (€100) for equipment rental (fridge, gas grill, NESPRESSO coffee machine, sun bed, parasol, ventilator...), FIFTY EUROS (€50) for the rental of sheets (bedsheets, towels, kitchen towels, bath mat...) or a hair-dryer or power extension cord, and A HUNDRED AND FIFTY EUROS (€150) for the rental of equipment and sheets of a same stay.

The entire security deposit will be returned to the Customer at the latest SEVEN (7) days after his departure if the accommodation is returned clean and tidy and if the rented equipment is returned in a good shape and clean. A deduction can be applied due to any costs caused by damages to the rental accommodation or equipment, or by the cleaning fee of ONE HUNDRED euros (€100) if the accommodation is not returned clean and tidy (dishes washed, floor cleaned, toilets cleaned, kitchen, dishes tidied away, bed sheets folded, etc.), keys given upon arrival are lost, equipment not given back...as observed following the Customer's departure

#### **ARTICLE 7 - GUARANTEE - LIABILITY**

CAMP DU DOMAINE undertakes to respect all legislative and regulatory provisions applicable, and to perform the Services pursuant to the provisions appearing in the Agreement. CAMP DU DOMAINE hereby undertakes to provide Customers with peaceful enjoyment of the Services. CAMP DU DOMAINE also has an obligation of means to guarantee safety of the site. The Customer guarantees the accuracy of information notified at the time of booking. The Customer undertakes to respect all regulations and standards in force, and notably those concerning health and safety as well as the maximum number of occupants, and the internal rules and regulations. The Customer is liable for his/her personal effects and all people in his/her custody, as well as any animals when applicable (vaccinations, cleanliness and safety). The Customer is responsible for cleanliness and compliant use of the Services, and notably all items of equipment in rented accommodation. In the event of any gross and/or repeated misconduct in respecting the regulations and/or the internal rules, CAMP DU DOMAINE reserves the right to terminate the Agreement as the fault of the Customer.

#### **ARTICLE 8 - INTELLECTUAL PROPERTY - PERSONAL DATA PROTECTION**

CAMP DU DOMAINE is and shall remain owner of all intellectual property rights, and notably images and illustrations of the Services, the brand, logo and name CAMP DU DOMAINE, which the Customer hereby acknowledges and accepts to respect.

CAMP DU DOMAINE undertakes to respect all legislative and regulatory provisions applicable to personal data protection concerning the Customer, and in particular to apply the CAMP DU DOMAINE privacy policy. Consequently, CAMP DU DOMAINE hereby indicates that the legal basis of processing is the performance of the Agreement, for its effective term as well as the term of the guarantee and any statutes of limitation applicable, as well as, where applicable, the provision of information regarding the Services offered by CAMP DU DOMAINE. CAMP DU DOMAINE undertakes to take all due and necessary measures to protect the confidentiality, integrity and security of data collected, which may not, under any circumstances, be transferred to any third party whomsoever, and who may not offer the same level of guarantees. CAMP DU DOMAINE hereby reiterates that the Client has a right to access, amend, portability, and deletion of his/her personal data as well as limited processing or objection on legitimate grounds, as well as the right to define directives following death, which can be exercised by contacting: mail@campdudomaine.com or CAMP DU DOMAINE, 2581 Route de Bénat, BORMES-LES-MIMOSAS (83230), FRANCE, as well as the right to make any claim with the competent Data Protection Authorities (in France the CNIL).

#### **ARTICLE 9 - CONCLUSIVE NATURE OF ELECTRONIC COMMUNICATION**

All electronic communication by and between the Parties will have probative value with regard to application of the Agreement. Consequently, it is expressly agreed that, notwithstanding any obvious error or valid proof to the contrary, data held by CAMP DU DOMAINE on its information system constitutes valid and conclusive proof between the Parties in the event of any dispute which may arise.

#### **ARTICLE 10 - TERMINATION - MEDIATION**

The Agreement will end automatically and by right following performance of the Services or, in the event of default in performance of an obligation as indicated under articles 2, 5, 6 and/or 7 of the Agreement and following notice served on any party upon whom an obligation is incumbent by recorded delivery with acknowledgement of receipt by the other Party, remaining without remedy after expiry of a period of TEN (10) days following receipt if the default in performance can be remedied. The T&Cs are governed by French law, with the exclusion

of any conflicting legislation which may imply application of any other legislation.

The Customer is entitled to use the free mediation service. The online dispute resolution platform (ODR) can be accessed at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

The ombudsman performing mediation over the remit of activities provided by CAMP DU DOMAINE is SAS Médiation Solution, who can be contacted at [www.sasmediationsolution-conso.fr](http://www.sasmediationsolution-conso.fr) or by post: SAS Médiation Solution, 222 chemin de la Bergerie 01800 Saint Jean de Niois, France. A dispute may only be investigated by the consumer ombudsman when: the Customer provides proof of having attempted to resolve the dispute directly with CAMP DU DOMAINE in advance by way of a written complaint sent to: [mail@campdudomaine.com](mailto:mail@campdudomaine.com) or CAMP DU DOMAINE, 2581 Route de Bénat, BORMES-LES-MIMOSAS (83230), France, and the Customer has escalated the claim to the ombudsman within less than ONE (1) year following the written claim with CAMP DU DOMAINE.