

CÔTE INDIGO

FLEURY D'AUDE - SAINT PIERRE LA MER - LES CABANES DE FLEURY

Courtesy English translation. Per Article 13 below, the French original is the sole legally binding version in the event of any discrepancy or dispute.

GENERAL TERMS AND CONDITIONS OF SALE

Booking of accommodation or a "tourist" pitch by private individuals

Service Provider's Details:

Camping municipal Rive d'Aude

Secondary establishment

NIC No.: 00062

SIRET No.: 21110145600062

NAF/APE Code: 5530Z (campsite or park for caravans or leisure vehicles)

Camping Rive d'Aude

Les Cabanes de Fleury

8 avenue Eric Tabarly

11560 Fleury d'Aude

Tel: 04 68 33 67 32

Email: camping-rive-aude@communefleury.fr

Website: <https://camping-rive-aude.com/>

DEFINITIONS:

ORDER, BOOKING, or RENTAL: Purchase of the Services.

SERVICES: seasonal rental of accommodation or a bare "tourist" pitch.

ACCOMMODATION: Tent, caravan, mobile leisure home, light leisure dwelling, motorhome, van.

As the ground is sandy in nature, heavy goods vehicles (over 5.5 tonnes) and dual-axle vehicles are not suited to this type of pitch. Accordingly, the campsite cannot be held responsible for any incident that may nevertheless occur as a result (vehicle becoming stuck in the sand, vehicle damage, etc.).

ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or a bare pitch at the Rive d'Aude campsite, operated by the Fleury d'Aude town council, to non-professional customers, via its website <https://camping-rive-aude.com/>. They do not apply to pitch rentals intended for mobile leisure homes ("mobil-homes"), which are subject to a separate "leisure" contract.

The main characteristics of the Services are presented on the website <https://camping-rive-aude.com/>, or on printed or electronic material where the booking is made by a means other than a distance order.

The Customer must review them before placing any order. The choice and purchase of a Service is the Customer's sole responsibility.

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

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



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Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Customer.

Under the conditions set out by the French Data Protection Act ("loi Informatique et Libertés") and the European General Data Protection Regulation (GDPR), the Customer has, at any time, a right of access, rectification, and objection – where the processing is not essential to the performance of the order, the stay, and their consequences – with respect to all of their personal data, by writing, by post, and providing proof of identity, to:

Data Protection Department (Service Protection des Données)

Centre de Gestion de l'Aude – 85 avenue Claude Bernard – CS 60050 – 11890 Carcassonne

The Customer acknowledges having read these General Terms and Conditions of Sale and having accepted them, either by ticking the box provided for that purpose before proceeding with the online Order process, as well as the general terms of use of the website <https://camping-rive-aude.com/>.

ARTICLE 2 – BOOKINGS

The opening dates for online bookings can be found on the website <https://camping-rive-aude.com/>.

The Customer selects on the website, or indicates on any document sent by the Service Provider, the services they wish to order.

The manager reserves the right to change the pitch number assigned at the time of the online booking.

Payment shall be made by credit/debit card only. A confirmation will be sent to the customer by email.

It is the Customer's responsibility to check the accuracy of the Order and to immediately notify the Service Provider of any error. The Order shall only be considered final once the Service Provider has sent the Customer confirmation of acceptance of the Order by email, or once the contract has been signed in the case of a booking made directly at the premises where the Service Provider sells the Services. This confirmation must be presented at reception on the day of arrival.

Any Order placed on the website <https://camping-rive-aude.com/> constitutes the formation of a distance contract between the Customer and the Service Provider.

Every Order is made in the Customer's own name and may under no circumstances be transferred. We do not accept bookings by telephone, email, or post.

ARTICLE 3 – RATES

The Services offered by the Service Provider are supplied at the rates in force on the website <https://camping-rive-aude.com/>, or on any other information medium of the Service Provider, at the time the Customer places the order. Prices are stated in Euros, inclusive of all taxes.

The rates take into account any discounts granted by the Service Provider on the website <https://camping-rive-aude.com/> or other information or communication medium.

These rates are fixed and not subject to revision during their period of validity, as indicated on the website <https://camping-rive-aude.com/> and in the email sent to the Customer. Beyond this period of validity, the offer lapses and the Service Provider is no longer bound by the prices shown.



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They do not include processing and administration fees, which are charged separately under the conditions indicated on the website <https://camping-rive-aude.com/>, calculated before the Order is placed.

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

An invoice is drawn up by the Seller and given to the Customer when the balance of the price is paid.

3.1 TOURIST TAX

The tourist tax, collected on behalf of the local council association (communauté de communes), is not included in the rates. Its amount is set per person aged over 18 per day. It must be paid together with the balance on arrival and is shown separately on the invoice.

ARTICLE 4 – PAYMENT TERMS

4.1 DEPOSIT

Sums paid in advance are deposits. They constitute a payment on account of the total price owed by the Customer.

A deposit corresponding to 30% of the total price of the Services ordered is required when the Customer places the order. It will be deducted from the total order amount.

It will not be refunded by the Service Provider in the event of cancellation of the stay by the Customer less than 15 days before the scheduled arrival date (except in the cases provided for in Article 7.3 of these General Terms and Conditions).

The balance of the stay must be paid in full on the day of arrival, together with the tourist tax.

4.2 ADMINISTRATION FEES

Less than 3 nights: free of charge

3 to 7 nights: €15

8 nights or more: €25

These administration fees are non-refundable and are not deducted from the cost of the stay.

4.3 PAYMENTS

Payments made by the Customer will only be considered final once the sums owed to the Service Provider have actually been received.

4.4 FAILURE TO COMPLY WITH PAYMENT TERMS

Furthermore, in the event of failure to comply with the payment terms set out above, the Service Provider reserves the right to suspend or cancel the supply of the Services ordered by the Customer and/or to suspend the performance of its obligations after formal notice has gone unheeded.

ARTICLE 5 – SUPPLY OF SERVICES

5.1 AVAILABILITY AND USE OF THE SERVICES

The pitch and lodges may be occupied from 2:00 p.m. on the day of arrival and must be vacated by 12:00 noon on the day of departure.

Mobile homes may be occupied from 4:00 p.m. on the day of arrival and must be vacated by 10:00 a.m. at the latest on the day of departure.

The balance of the stay must be paid in full on the day of arrival.

Accommodation units and pitches are intended for a specific number of occupants and may under no circumstances be occupied by a greater number of people.



Accommodation units and pitches must be returned in the same state of cleanliness as at check-in. Failing this, the tenant will be charged a flat fee of €75 for cleaning. Any damage to the accommodation or its fixtures and fittings will be repaired immediately at the tenant's expense. The end-of-stay inventory must be strictly identical to the one drawn up at the start of the stay.

ARTICLE 6 – ANIMALS – PETS AND ASSISTANCE DOGS

Domestic pets, with the exception of exotic/unusual pets (NAC) and category 1 and 2 dogs, are accepted under the responsibility of their owners. The vaccination record must be up to date and presented at reception on the day of arrival.

They are accepted subject to the applicable fees available from the Service Provider, payable together with the stay.

Pets are prohibited in all of our rental accommodation.

Guide dogs for the blind and assistance dogs accompanying people with disabilities are accepted free of charge, in accordance with applicable regulations.

The customer may be asked to provide proof of the animal's assistance-animal status (identification card, certificate from an approved organisation, or equivalent official document). These animals must be kept under their owner's constant control at all times and must not disturb the peace of the premises or the safety of other guests.

ARTICLE 7 – DELAY, INTERRUPTION, OR CANCELLATION OF STAY BY THE CUSTOMER

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

7.1 MODIFICATION

In the event of a change to the dates or the number of people, the Service Provider will make every effort to accommodate date-change requests as far as availability allows, without prejudice to any additional charges; in all cases this is only a best-efforts obligation, as the Service Provider cannot guarantee the availability of a pitch, accommodation, or another date; an additional charge may be requested in such cases.

Any request to shorten the length of the stay will be treated by the Service Provider as a partial cancellation, the consequences of which are governed by Article 6.3.

7.2 INTERRUPTION

An early departure will not give rise to any refund from the Service Provider.

7.3 CANCELLATION

If the Customer cancels the Booking, after it has been accepted by the Service Provider, less than 15 days before the scheduled start date of the booked Rental, for any reason other than force majeure* (accompanied by supporting evidence, provided within 6 months), the deposit paid at the time of Booking, as defined in Article 4 – PAYMENT TERMS of these General Terms and Conditions of Sale, will automatically be retained by the Service Provider as compensation and will not give rise to any refund.

In all cases of cancellation, the administration fees (Article 3) will remain payable to the Service Provider.

**An event is considered to constitute force majeure when it is unforeseeable, unavoidable, external, and sufficiently compelling to release the debtor from their obligations.*

7.4 CANCELLATION IN THE EVENT OF A PANDEMIC



7.4.1. In the event of the total or partial closure of the establishment during the dates of the booked stay (this includes a measure totally or partially prohibiting the establishment from receiving the public, insofar as the Customer is directly affected by the application of that measure) decided by the public authorities, and which is not attributable to the Service Provider, sums paid in advance by the Customer for the booking of the stay will be refunded within 6 months.

The Service Provider shall not, however, be liable for any further compensation beyond the refund of the sums already paid for the booking of the stay.

7.4.2. By way of exception to the provisions of Article 7.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer has contracted COVID-19 (or another infection considered to constitute a pandemic), or has been identified as a contact case, such that this situation prevents them from taking part in the stay on the scheduled dates, will be made without a cancellation penalty.

Any administration fees provided for under the General Terms and Conditions will remain payable to the Service Provider. In all cases, the Customer must provide proof of the event giving rise to this right of cancellation.

7.4.3. By way of exception to the provisions of Article 7.3 CANCELLATION, in the event that the Customer is required to cancel the stay in full due to government measures preventing participants from travelling (general or local lockdown, travel ban, border closures), even where the campsite is in a position to fulfil its obligations and welcome Customers, the Service Provider will refund the sums paid in advance, excluding administration fees.

7.4.4. If the Customer has taken out specific insurance covering the risks listed in Article 7.4.2 or Article 7.4.3, any insurance payments received by the Customer will be deducted from the refund amount.

ARTICLE 8 – CUSTOMER OBLIGATIONS

8.1 PUBLIC LIABILITY INSURANCE

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

8.3 HOUSE RULES

House rules are displayed at the entrance to the establishment and at reception. The Customer must read and comply with them. They are available on request.

ARTICLE 9 – RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of stays or excursions for a specific date or period are not subject to the withdrawal period applicable to distance and off-premises sales, in accordance with Article L221-28 of the French Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, as the party responsible for these terms, carries out personal data processing on the following legal bases:

- The legitimate interest pursued by the Service Provider, when it pursues the following purposes:
 - prospecting;
 - managing relationships with its customers and prospects;
 - organising, registering, and inviting people to the Service Provider's events;



- processing, handling, prospecting, producing, managing, and following up on customer requests and files;
- drafting documents on behalf of its customers.
- Compliance with legal and regulatory obligations, when it carries out processing for the purpose of:
 - preventing money laundering and the financing of terrorism, and combating corruption;
 - invoicing;
 - accounting.

The Service Provider retains data only for as long as necessary for the operations for which it was collected, and in accordance with applicable regulations.

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

Individuals concerned by this processing also have the right to object, at any time, on grounds relating to their particular situation, to the processing of personal data carried out on the legal basis of the Service Provider's legitimate interest, as well as a right to object to direct marketing. They also have the right to set general and specific instructions defining how they wish the above rights to be exercised after their death,

by email to the following address: camping-rive-aude@communefleury.fr

or by post to the following address: Camping Rive d'Aude – Les Cabanes de Fleury – 8 avenue Eric Tabarly – 11560 Fleury d'Aude, together with a signed copy of proof of identity.

Individuals concerned have the right to lodge a complaint with the CNIL (the French data protection authority).

ARTICLE 11 – INTELLECTUAL PROPERTY

The content of the website <https://camping-rive-aude.com/> is the property of the Service Provider and its partners and is protected by French and international intellectual property law. Any reproduction, distribution, or use of all or part of this content is strictly prohibited and may constitute a criminal infringement offence.

Furthermore, the Service Provider remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, designs, and prototypes, etc., produced (even at the Customer's request) in connection with the supply of the Services to the Customer. The Customer therefore agrees not to reproduce or make use of such studies, drawings, designs, and prototypes, etc., without the Service Provider's prior express written authorisation, which may be made conditional on payment.

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

Photographs published on the website and in communication materials are not contractually binding.

ARTICLE 12 – RIGHT TO ONE'S IMAGE

You grant the campsite free permission to use videos and photographs of yourself and of all participants in this stay, which may be taken during the stay, for the campsite's advertising purposes (brochures, website, inserts, etc.), with no time limit. The campsite undertakes not to harm your reputation or infringe your privacy.



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If you do not wish to grant this permission, please complete the section below:
I, the undersigned,

.....
.....
....., do not authorise the campsite to reproduce, publish, edit, or display my image and that of any other participants under this contract, for its advertising purposes, on any medium whatsoever (print, internet, audio, etc.). You also authorise the campsite to send you commercial information relating to our campsite, in accordance with French Data Protection Act No. 78-17 of 6 January 1978.

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 drawn up in French. Where they are translated into one or more foreign languages, only the French text shall be authoritative in the event of a dispute.

ARTICLE 14 – DISPUTES

Any disputes to which purchase and sale transactions concluded under these General Terms and Conditions of Sale may give rise – whether relating to their validity, interpretation, performance, termination, consequences, or aftermath – that could not be resolved between the Service Provider and the Customer, shall be submitted to the courts having jurisdiction under ordinary law.

The Customer is informed that, in the event of a dispute, they may in any case use a conventional mediation procedure or any other alternative dispute resolution method.

In particular, the Customer may make free use of the following Consumer Mediator:

CNPM MEDIATION

27 avenue de la Libération
42400 SAINT CHAMOND

Tel: 09 83 24 74 88

ARTICLE 15 – PRE-CONTRACTUAL INFORMATION – CUSTOMER ACCEPTANCE

The Customer acknowledges having received, prior to placing their Order, in a legible and comprehensible manner, these General Terms and Conditions of Sale and all information required under Articles L111-1 to L111-7 of the French Consumer Code, as well as the information required under the Order of 22 October 2008 on prior consumer information regarding the characteristics of rental accommodation in outdoor hospitality establishments (hôtellerie de plein air), and in particular:

- the essential characteristics of the Services, taking into account the means of communication used and the Services concerned;
- the price of the Services and any related fees;
- information relating to the identity of the Service Provider, its postal, telephone, and electronic contact details, and its activities, where these are not apparent from the context;
- information relating to legal and contractual guarantees and how they are implemented; the functionalities of the digital content and, where applicable, its interoperability;



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- the possibility of using conventional mediation in the event of a dispute;
- information relating to termination procedures and other important contractual terms.

The act of a natural person (or legal entity) placing an order on the website <https://camping-rive-aude.com/> constitutes full and complete adherence to and acceptance of these General Terms and Conditions of Sale, which is expressly acknowledged by the Customer, who waives, in particular, any right to rely on any contradictory document, which would not be enforceable against the Service Provider.



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