

# GENERAL TERMS AND CONDITIONS OF SALE

## Reservation of tourist accommodation or pitches by private individuals

(Free translation from French)

### Contact details for the Service Provider :

- CAMPING LE LIDO, operated by SAS LES COURTILLES DU LIDO, registered with the RCS under number 390 790 855,
- 11 Chemin du Passeur , 77250 MORET LOING ET ORVANNE
- 01 60 70 46 05 and [contact@campinglelido.com](mailto:contact@campinglelido.com)

### DEFINITIONS :

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

**SERVICES**: seasonal rental of tourist accommodation or pitches.

**ACCOMMODATION**: Mobile home, Cosy Mobil

**LOCATION**: Tent, caravan, motorhome

### 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 LE LIDO campsite, operated by SAS LES COURTILLES DU LIDO ('the Service Provider'), to nonprofessional customers ('the Customers' or 'the Customer'), on its website [www.campinglelido.com](http://www.campinglelido.com) or by telephone, post or electronic mail (e-mail), or in a place where the Service Provider markets the Services. They do not apply to the rental of pitches intended for mobile leisure homes (mobile homes) which are the subject of a contract between the Provider and the Customer.

The main characteristics of the Services are presented on the [www.campinglelido.com](http://www.campinglelido.com) website or in written form -paper or electronic- in the case of bookings made by any means other than a remote order.

It is the Customer's responsibility to read these terms and conditions 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 sales 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 concluded with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right, at any time, to access, rectify and, if the processing is not essential to the execution of the order and the stay and their consequences, to object to all of his/her personal data by writing, by post and providing proof of his/her identity, to: SAS LES COURTILLES DU LIDO / 11 Chemin du Passeur / 77250 MORET LOING ET ORVANNE.

The Customer declares that he/she has read these General Terms and Conditions of Sale and 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 [www.campinglelido.com](http://www.campinglelido.com) website or, in the case of offline bookings, by any other appropriate means.

### ARTICLE 2 – RESERVATIONS

Pitches and accommodation can only be booked via the online booking interface available on the [www.campinglelido.com](http://www.campinglelido.com) website. The customer enters the dates of stay and the number of people. The interface then suggests the accommodation available.

The customer chooses the type of accommodation or pitch and then provides the information required to finalise the booking (surname, first name, age, date of birth of the various participants, postal address, e-mail address, mobile phone number).

The customer can then choose the options (sheet hire, baby kit, etc.), which may incur an additional cost indicated opposite each option.

The customer can then finalise the booking by paying a deposit.

It is the Customer's responsibility to check the accuracy of the Order and to notify the Supplier immediately of any errors.

The Order shall only be deemed 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.campinglido.com](http://www.campinglido.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.campinglido.com](http://www.campinglido.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 offered by the Service Provider on the [www.campinglido.com](http://www.campinglido.com) website or in any other information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the [www.campinglido.com](http://www.campinglido.com) website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer lapses and the Service Provider is no longer bound by the prices.

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 municipality, 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 bill.

### **ARTICLE 4 - TERMS OF PAYMENT**

#### **4.1 - ACCOMMODATION : MOBILE HOMES AND COSY MOBILE HOMES**

##### **4.1.1 ACOMPTE**

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

A deposit of 50% of the total price of the Services ordered is required when the Customer places the order. It must be paid on receipt of the definitive hire contract. It will be deducted from the total amount of the order.

No refund will be made by the Provider in the event of cancellation of the holiday by the Customer less than 30 days before the start of the holiday.

before the scheduled arrival date (except in the cases provided for in article 6.3 of these general terms and conditions). The balance of the stay must be paid in full on the day of arrival.

##### **4.1.2. PAYMENTS**

Payments made by the Customer will only be considered final once the amounts due have been effectively collected by the Service Provider.

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

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

## 4.2 - MOTORHOME AND TENT PITCHES

### 4.2.1 ACOMPTE

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

A deposit of 30% of the total price of the Services ordered is required when the Customer places the order. It must be paid on receipt of the definitive hire contract. It will be deducted from the total amount of the order.

No refund will be made by the Provider in the event of cancellation of the holiday by the Customer less than 15 days before the start of the holiday.

before the scheduled arrival date (except in the cases provided for in article 6.3 of these general terms and conditions). The balance of the stay must be paid in full on the day of arrival.

### 4.2.2. PAYMENTS

Payments made by the Customer will only be considered final once the amounts due have been effectively collected by the Service Provider.

### 4.2.3. NON-COMPLIANCE WITH PAYMENT TERMS

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 SERVICES

### 5.1. PROVISION AND USE OF SERVICES

Pitches and accommodation must be checked in during reception opening hours. If this is not possible, and after agreement with the Service Provider, a charge of 10 euros will be applied for each late arrival.

#### 5.1.1 Location conditions

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated by 12 p.m. on the day of departure. Any departure from the campsite after 12.00 noon will result in the invoicing of an additional night's stay. Any extension of the stay must be requested at least 24 hours before the planned departure date and the balance of the stay must be paid in full the day before departure. The pitch is intended for a specific number of occupants at the time of rental and may under no circumstances be occupied by a greater number of people.

#### 5.1.1 Accommodation conditions

The accommodation may be occupied **from 4 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure**. If the key is returned after 11.00 a.m., an additional night will be charged. Any extension of the stay must be requested at least 48 hours before the planned departure date and the balance of the stay must be paid in full the day before departure. The accommodation is intended for a specific number of occupants at the time of rental and may under no circumstances be occupied by more than one person.

by a larger number of people. The accommodation is **non-smoking and dogs are not allowed inside.**  
**accommodation.**

Accommodation and pitches must be returned in the same state of cleanliness as on delivery (bins emptied, crockery, etc.). made, floor cleaned. **Failing this, the hirer will be required to pay a lump sum of €50 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 Mobil home or Cosy Mobil accommodation, a deposit of €300 is required from the Customer on the day the keys are handed over. The deposit will be paid by bank transfer. The deposit will be returned within a maximum of 7 days following departure from the campsite, less any costs incurred for repairs.

This guarantee does not constitute a limit of liability.

## **ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE HOLIDAY BY THE CUSTOMER**

There will be no reduction for late arrivals, early departures or changes to the number of people registered. of people (for all or part of the planned stay).

### **6.1. MODIFICATION**

In the event of a change in 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, the Provider is merely under an obligation of best endeavours and cannot guarantee the availability of a pitch or accommodation or another date.

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

### **6.2. INTERRUPTION**

Early departure shall not give rise to any reimbursement by the Provider.

### **6.3. CANCELLATION**

In the event of cancellation of the Reservation by the Customer after its acceptance by the Supplier less than 30 days at least before the planned date of Rental in Mobil Home or Cosy Mobil accommodation as well as for Caravan and Motorhome Pitches and 15 days for Tent Pitches, for any reason whatsoever apart from force majeure, the deposit paid at the time of Reservation, as defined in Article 4 - **PAYMENT TERMS** of these General Terms and Conditions of Sale, will be automatically acquired by the Supplier, by way of compensation, and may not give rise to any reimbursement whatsoever.

## **ARTICLE 7 - CUSTOMER OBLIGATION**

### **7.1. PUBLIC LIABILITY INSURANCE**

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

### **7.2. ANIMALS**

Pets are accepted under the responsibility of their owners, with the exception of category 1 and category 2 dogs, and by means of packages available from the Service Provider and payable on site.

The customer undertakes to keep animals on a lead within the campsite and on their pitch. Droppings must be collected or the contract will be terminated immediately, with no possibility of reimbursement.

Pets are not permitted in the accommodation. The presence of pets, without the consent of the owner, is prohibited.

This may result in the immediate termination of this contract with no possibility of reimbursement by decision of the campsite management.

### **7.3. INTERNAL RULES**

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

## **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER – GUARANTEE**

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 manufacturing fault in the Services ordered.

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

The Service Provider will refund or rectify or have rectified (as far as possible) the services deemed to be defective as soon as possible and at the latest within 7 days following the Service Provider's discovery of the defect or fault.

Reimbursement will be made by credit to the Customer's bank account or by cheque sent to the Customer.

The Service Provider's guarantee is limited to 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 Service Provider's [www.campinglelido.com](http://www.campinglelido.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 - PROTECTION OF PERSONAL DATA**

The Service Provider, as drafter of this document, processes personal data on the following basis legal :

- or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
  - prospecting
  - managing relations with customers and prospects,
  - the organisation of, registration for and invitation to the Service Provider's events,
  - processing, executing, prospecting, producing, managing and monitoring customer requests and files,
  - drafting deeds on behalf of its clients.
- or to comply with legal and regulatory obligations when it carries out processing for the purpose of :
  - the prevention of money laundering and terrorist financing and the fight against corruption,
  - billing,
  - 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 current regulations.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for promotional and canvassing 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 participated 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, port or 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 draw up general and specific instructions defining the way in which they wish the abovementioned rights to be exercised after their death.

- by e-mail to the following address: [contact@campinglelido.com](mailto:contact@campinglelido.com)
- or by post to the following address SAS LES COURTILLES DU LIDO / 11 Chemin du Passeur / 77250 MORET LOING ET ORVANNE accompanied by a copy of a signed identity document.

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

#### **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the [www.campinglelido.com](http://www.campinglelido.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 all or part of this content 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 the 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 the Service Provider or used and distributed by it.

#### **ARTICLE 12 - APPLICABLE LAW – LANGUAGE**

These General Terms and Conditions of Sale and any transactions arising from them are governed by and subject to French law.

These General Terms and Conditions of Sale are written in French. Should they be translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

#### **ARTICLE 13 – 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 thereof, and which cannot be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of ordinary law.

The Customer is hereby informed that, in the event of a dispute, he or 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:  
Centre de Médiation et d'Arbitrage de Paris /39 avenue Franklin D.Roosevelt /75008 PARIS  
<https://www.cmap.fr/>  
Contact:  
[cmap@cmap.fr](mailto:cmap@cmap.fr)  
Tel : 01 44 95 11 40  
Questions answered Monday to Friday, 9am to 6pm

#### **ARTICLE 14 - 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 L111-1 to L111-7 of the French Consumer Code, in addition to the information required pursuant to the decree 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 Services and ancillary 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 on legal and contractual warranties and the terms and conditions under which they may be invoked;
- and
- functionalities of digital content and, where appropriate, its interoperability ;
- the possibility of resorting to conventional mediation in the event of a dispute ;
  - information on termination and other important contractual terms and conditions.

The fact that a natural person (or legal entity) places an order on the [www.campinglido.com](http://www.campinglido.com) website implies full and unreserved acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who in particular waives the right to rely on any contradictory document that would be unenforceable against the Service Provider.