

General terms and conditions of sale HIRONDELLE 2021

(applicable as per **April 2nd, 2021**)

DEFINITIONS

“Client” means every person who has the legal age of majority and has full legal rights to subscribe a contract.

“Camping” means the Camping l’Hirondelle, at 60 Route de la Garenne, 26410 Menglon (France).

“Website” means the booking website on the internet www.campinghirondelle.com which is edited by the camping.

“Pitch” means the bare pitch for hire to install tents, touring caravans, campervan, or motor home belonging to the client at the camping.

“Accommodation” means all types of accommodation (Eco Lodges, Cottages, Chalets, Mobil-Homes), pitches not included, proposed for hire by the Camping.

RESERVATION

The Client passes the reservation request **exclusively through internet** by our booking website online.

Reservation requests passed by **phone, letter or email are no longer accepted.**

The reception desk of the Camping offers advice and guides the Client in the booking process by informing him on the available Pitch numbers and the available Accommodation numbers during the stay.

The reservation request is only **registered** if the client accepts the current general terms and conditions of sale.

The reservation request will then be **validated within a maximum period of 3 days** allowing us to check our availability on the desired dates.

The reservation request will be **finalized** only after the receipt of the payment of the **deposit** from the Client.

The amount of this deposit will depend on the date of the reservation request by the Client:

a) more than 31 days before the beginning date of the stay: the deposit will represent **40%** of the total amount of the stay.

b) less than 30 days before the beginning date of the stay: the deposit will be **100%** of the total amount of the stay.

At the receipt of the deposit payment, a **confirmation** of the reservation will be sent to the Client by email which must be presented at your arrival.

The reservation is **free of charge**, no administrative fees will be charged.

While passing the reservation, the Client must **obligatorily take out cancellation insurance** to be covered against the risk of cancellation of your stay.

In case a cancellation insurance is not taken out, solely the Client personally bears the risk of losing the paid amounts without the possibility to object to the Camping.

The Client takes out and chooses the insurance with **any of the organisations available on the internet.**

We recommend our **partner Europ Assistance.**

ASSIGNMENT OF PLACES

The map of the camping, available at the Website, shows the whole of places divided in categories Pitch or Accommodation. In the remark section of the reservation the Client can note the **preferred numbers by prioritising in order** after verification of their availability with the reception desk. The Camping will assign one of the given numbers taken into account the availability at the date of the validation of the reservation and without supplementary cost. The Camping **cannot in any case guarantee that one of the by the client requested numbers will be assigned.**

If the Client does not indicate any place number in the remark section of the reservation, the Camping will assign the most appropriate number based on the given information in the reservation (size of equipment, number of persons, category of Pitch or Accommodation)

The Camping cannot be held responsible that the assigned number is not convenient if the given information by the Client is not correct.

The **camping can modify any given number** if it has been assigned without the specific request of the Client and does not have to inform the Client prior or about this change.

PAYMENT OF REMAINDER

Next to the deposit paid at the reservation, the remainder of the amount must be paid within the delays as stipulated below:

The **total amount** of the stay for a Pitch or an Accommodation is due:

- **At least 30 days** before the start of the stay
- **Immediately** for all reservations passed less than 30 days before the start of the stay

For this, the Client will receive 40 days before his arrival a reminder email with the remaining amount to be paid and a link for payment.

In case of any problem, the Client will contact the reception desk.

At a **non-respect of payment** of the amounts and the above-mentioned delays **the stay will be considered automatically as cancelled** without the obligation of the Camping to inform the Client.

Therefore, the Camping cannot be held to reimburse any paid sums.

The cancellation fee of 25€ as noted under the paragraph "CANCELLATION" will apply.

METHODES OF PAYMENT

The payment of the deposit as well as the remainder is to be made by **Bankcard**, which method of payment is totally secured.

Our partner **Payline** takes care of the treatment of all the payments by bankcard by applying the latest security protocols. The Camping has no knowledge at any given time of the bankcard information of the Client.

In accordance with article L.132-2 du Code Monétaire et Financier, the engagement to pay given to the method by bankcard is **irrevocable**.

Payment by **bank wire, check, holiday check and cash are no longer authorized**.

RIGHT TO RETRACTION

In accordance with the article L.221-28 12° Code de la consommation, **the right to retraction of 14 days is not applicable** for services of accommodation, restaurants and leisure given at a certain date or for a fixed duration.

PRICES

The prices or published information on our website are the basic prices without any complementary service (texts and pictures non contractual).

The published prices are **in euros, VAT included** calculated and applicable at the date of the reservation of the stay.

The total price includes the hiring price of a Pitch or an Accommodation, the chosen complementary services, tourist taxes.

The prices can vary during the course of the season.

The **Camping cannot be held accountable for the difference in price** between two reservations at the same period.

Every modification in rate or taxes applicable to the stay at the date of invoicing the remainder, can be reverberated at the price of the stay.

OFFERS

The offers are objective to **certain conditions** and especially the availability to be applicable.

Offers **cannot to be summed** up only if mentioned the contrary and are not retroactive.

Therefore, the new offers cannot be applied to already partially or totally paid reservations.

Therefore, it is possible that for a similar stay, the Clients have paid two different prices. The Client who has paid the highest price, will not in any case benefit of a partial reimbursement nor a partial discount to compensate the difference between the paid price and the promotional price.

TOURIST TAXES

The tourist taxes as collected by and to be paid to the Tourism Office, are **not included in our prices**. The amount is to be calculated **per adult and per day** and can be modified during the year.

ARRIVAL

The **validity** of the Accommodation or the Pitch reserved by the client is limited to **24 hours** after the arrival date defined in the confirmation of the reservation by the Camping. Beyond 24 hours and in case of non-arrival by the Client, the Accommodation or Pitch will be out for hire at our website and all sums paid by the Client will be lost and will not be refunded by the Camping.

On arrival, the Client is obliged to present himself at the Camping reception desk with the reservation confirmation to inspect the registration upon arrival (=Check in).

At the date of the start of the stay, the hour of availability differs by category chosen:

- The **Accommodation**: as from **4pm until 7pm at the latest**
- The **Pitch**: as from **2pm until 7pm at the latest**

If **the Client** expects to arrive **after 7pm; the Camping must be informed** as soon as possible on the exact time of the late arrival by email (contact@campinghirondelle.com) and by phone (+33 475 218208). The Camping will inform the Client of the details of the procedure to follow.

No refund nor discount will be given to the Client for the nights lost **due to the late arrival**.

MINORS

Minors who are not accompanied by their parents are not accepted at the Camping.

DEPARTURE

At the last day of the stay, the departure hour differs depending on the chosen category:

- the **Accommodation**: at the latest **10am**
- The **Pitch**: at the latest at **12am**

If the hour of the check-out is not respected, the Client must pay a complementary night without the possibility to contest it.

For the accommodation, the Client must, at the latest the day before his departure, set the time of the obligatory inventory of fixtures for leaving the accommodation at the Reception desk. **Appointments** are made from **7am to 10am** depending on remaining availability. The campsite manager will de facto fix the exit appointment of the Client who has omitted to make an appointment the day before his departure and this according to the remaining availability.

Before departure, the Client needs to check that no personal belongings nor personal trash stays behind in the Accommodation or on the Pitch. They should be taken with the Client or put in the trash zone at the Camping.

No discount nor reimbursement will be given to the Client for **an earlier departure by choice**.

STAY IN ACCOMMODATION

The description, the minimum duration of a stay, the prices and the maximum total of persons vary during the seasons and the style of accommodation; these details are available at our website.

For security reasons, the total of persons during the stay (children and babies included) **cannot exceed the maximum capacity of the accommodation**. The Camping holds the right to refuse access to the accommodation to any person above the foreseen capacity.

The **inventory list** stating the equipment is listed in each accommodation. At the arrival, the Client should **check it** and inform the reception desk of any abnormality within **24 hours** at the latest.

Every dissatisfaction regarding the cleanness of the accommodation or the state in general of the accommodation should be notified to the reception desk within 24 hours as to give the Camping the opportunity to solve the dissatisfaction. **No remark will be honoured after 24 hours after your arrival date**.

The accommodations are all **non-smoking**.

The rental of **disposable sheets** is a supplement which **is not included in the price** of the accommodation.

The client can either bring their own sheets or rent them from the camping by reserving them at least 2 days before the arrival.

A **security deposit of 250€** will be requested from the client at the latest on arrival at the campsite by bank card only (no cash or cheque deposit will be accepted).

This will be returned in full on the day of departure or within eight days at the latest, after a cleaning check and a satisfactory state of the equipment in the accommodation.

If this is not the case, the amounts paid by the Camping to repair the damage of the accommodation and the due amounts of the stay will be kept from the deposit amount or invoiced to the Client. All cost for repair or due amounts that exceed the deposit amount will be charged to the Client.

The Client must **return** the accommodation **in a perfectly clean condition**.

The cost of the end cleaning is not included in the price of the accommodation.

The Client must clean the accommodation at the end of the stay himself.

The Client can also request that the cleaning be carried out by the Camping, for a cleaning fee at the latest the day before departure.

If the Client renders a dirty accommodation and if he did not take the cleaning option, then the cleaning fee will be invoiced or will be deducted from your security deposit.

STAY AT PITCH

The description, the minimal duration of the stay and the prices vary in the seasons and the style of the Pitch; these details are available at our website.

For security reasons, the total of persons at the Pitch may **not exceed 6 persons** (children and babies included). The Camping holds the right to refuse any access to the Pitch to any person above the mentioned maximum capacity.

ANIMALS

One domesticated animal is admitted per Accommodation or per Pitch, by payment of a package fee per day non included in the price for the Accommodation or Pitch.

The Client must make it known during the reservation or at the arrival at the Camping.

The domesticated animals are not allowed to walk around freely and should be **kept on a leash**. They are not allowed in the public places (restaurant, bar, mini-club, waterpark).

They are welcome under the following conditions:

- Valid **vaccination** against Rabies
- **Identification** by tattoo or chip with an identity card given by the Société Centrale Canine.

The Client must have the health registration of the animal with them and act in accordance with the code of conduct of the Camping.

Dangerous animals or aggressive animals (including dogs of the 1st and 2nd category) nor “newly accompanying animals are not accepted at the Camping.

CANCELLATION: ZEN GUARANTEE, free of charge for all!

While making a reservation, the client must **take out and pay compulsory a full cancellation insurance** to be covered against the risk of cancellation of the stay.

In case a cancellation insurance is not taken out, solely the Client personally bears the risk of losing the paid amounts without the possibility to object to the Camping.

The Client takes out and chooses the insurance with **any of the organisations available on the internet**.

Our partner Campez Couvert proposes such a complete travel and cancellation insurance for which you have to pay.

Whatever the reason for cancellation, the Client is obliged to send the **cancellation request** to the Camping at the latest 5 days before the date of arrival by email at contact@campinghirondelle.com together with the reason and the proof needed.

If the cancellation does not abide the conditions mentioned in this article, the Client must pay the total amount of the stay.

The date of the receipt of the cancellation email and also the reason will determine the amount lost to the Client.

Two situations are possible:

1) **ZEN GUARANTEE:**

Our **ZEN GUARANTEE** guarantees the Client a Reimbursement (a) or the Transfer of his/her stay up to September 4th, 2022 (b) without losing the already paid sums.

- (a) If the Client cancels his/her stay for one of the following Covid reasons, he/she benefits from an automatic **REFUND** of the sums already paid without cancellation fees:
- the **Camping is closed** by administrative order for COVID-19 reasons for the total duration of the stay of the Client
 - One of the family or group members that would come with the Client to the Camping has been **diagnosed with COVID 19** within 7 calendar days before your arrival date (as obligatory proof: **positive test result**)
- (b) If the Client cancels his/her stay for one of the following Covid reasons, all the sums paid will be reimbursed by the issue of a **VOUCHER** and the Client will then benefit from an automatic **TRANSFER** of his/her stay up to September 4th, 2022 **without** any cancellation or postponement **fees**:
- The government of the home country of the Client forces him/her to **remain in lockdown** at his/her home because of a global pandemic for the total duration of his/her stay
 - all **European borders are closed**, preventing the Client to come to the Camping within 5 working days from the start date of his/her stay

The amount of the Voucher is the **total of paid sums**.

This Voucher note is valid until **September 4th, 2022**.

At the receipt of the cancellation request, the Camping will send as soon as possible to the Client the procedure explaining how the Voucher will be obtained and how to make use of it.

The Client is **automatically covered by the ZEN GUARANTEE** as per his/her firm booking. The Reimbursement or confirmed Transfer of his/her stay are **free of charge** and do not cause any charge for reimbursement, cancellation, or transfer.

- 2) If the Client cancels his/her stay for **other reasons** than the 5 under the ZEN GUARANTEE (a) (b) above mentioned reasons, **without** having previously taken out **cancellation insurance**, he/her will automatically be held to pay the following sums:
- An amount of **40% of the total cost of the stay if the Client cancels at least 31 days or more before the date of arrival**.
 - An amount of **100% of the total cost of the stay if the Client cancels less than 30 days before the date of arrival** or if the Client does not present himself at the reserved date of arrival.

If the Client **has taken out a cancellation insurance**, he/she should contact the insurance company to require the partial or total reimbursement of the sums already paid.

The Camping can send to the Client, upon request, the necessary supporting documents required by the insurance company.

The complementary services reserved by the Client and **not used** because of the cancellation, do **not give a right to reimbursement nor a discount** by the Camping.

MODIFICATION: GUARANTEE FLEX, free of charge for all!

The Client can **easily, free of charge, modify** the following elements concerning his/her stay **after the confirmation of his/her reservation**:

- **Dates** of the stay during the current season: it is not possible to modify the dates of the stay to the next season
- Number or **category** of a pitch or an accommodation
- Category and number of the **complementary services**

To modify, the Client contacts the Camping by **email (contact@campinghironnelle.com)** exclusively, the details of the wanted modification without any justification and **at least 1 month before the arrival date**. The Camping will inform rapidly the Client of the possible modifications depending on **availability**.

If the amount for the modified stay is higher than the amount of the original stay, the Client must pay the difference. **In case that the amount of the modified stay is lower than the original amount, the price difference will not be reimbursed to the Client.**

The Client is **automatically covered** by the FLEX GUARANTEE as per his/her firm booking. The modifications are **free of charge** and do not cause any cost for modification.

The maximum modification request per stay without charge is **limited to 1**.

INTERNAL RULES

All Clients commit themselves to adhere to and comply with the **provisions of the camping's internal regulations**, a copy of which will be given to them on request on arrival.

If the internal regulations are not respected by the Client, the Camping can undertake any sanctions up to obliteration of the stay.

LOSS, THEFT, DAMAGE

It is the Clients' responsibility to take out insurance for any accident, **theft, loss, or damage** that may occur during his stay.

As a consequence, the **campsite declines all responsibility** and cannot be held liable in the event of loss, theft, damage to personal objects (both in the accommodation, at the pitch and in the common areas), fire, bad weather, or any other incident which should be covered by the public liability of the Client or another Client.

It is also clearly indicated the parking spaces are not supervised and that the parking is completely at the risk and perils of the Client.

RESPONSABILITY OF THE CAMPING

All shown **pictures and texts** in the various commercial documents or on the website of the Camping are **non-contractual**. They only have an indicative character and serve only for informational purposes.

It is possible that certain activities, equipments or installations proposed by the Camping and shown in the various commercial documents or on the website are cancelled due to climate causes or in case of force majeure which are defined by the French courts.

IMAGE

In accepting the present General Conditions and Terms of Sales, **the Client expressly authorizes the camping free of charge to make pictures or film him during the stay** and to use these pictures, videos and sounds and this for the duration of 5 years. This authorization applies also to all the persons that accompany the client. This is for national and international, **promotional, and commercial purposes** of the Camping.

VARIOUS

To **swim** only the following are authorized: flip flops, swimwear trunk, bikini, or swimsuit. Other clothing is prohibited.

The **bracelet is always to be worn**. It gives access to the internal animation and the waterpark. Also, it is strengthening the check on entering and exiting the Camping.

NON-RENUNCIATION

The fact that one of the parties punctually accepts the non-compliance by the other party of one of its obligations referred to in these general conditions cannot be interpreted for the future as a waiver of the obligation involved.

JURISDICTION

The present general terms and conditions of sale are written in French. If they are translated into one or more foreign languages, **only the French text shall be deemed authentic in the event of a dispute.**

The present general terms and conditions of sale are subject to the application of **French law**.
The same applies to the **rules of substance** as to the **rules of form**.

In the event of a dispute or claim and if no amicable solution is found between the Client and the Camping, they will then fall under the exclusive, full, and entire jurisdiction of the **Courts of Paris**.