

General terms and conditions of sale HIRONDELLE 2022

(applicable as per **November 18th, 2022**)

DEFINITIONS

“**Client or Customer**” means every person wishing to or having already booked a stay on the website, having the legal age of majority and having full legal rights to subscribe a contract.

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

“**Website**” means our booking website on the internet: <https://bookingpremium.secureholiday.net/en/428/>
It is linked to our presentation website: 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.

“**Stays**” means the offer of a Accommodation or a Pitch with, when applicable, additional free or paid services.

PREAMBLE

These conditions govern the contractual relationship between the CAMPING and its CUSTOMERS regarding the sale of individual STAYS.

The CAMPING makes every effort to ensure that its WEBSITE, its presentation website and its commercial documents (particularly leaflets, advertisements and catalogs) are as accurate as possible with regard to the services offered. However, it is possible that the CLIENT's perception of the photographic and written representation of the services may not correspond exactly to the services themselves. Their vocation is therefore essentially informative.

The texts and photos displayed on all our presentation media at a distance (website) or on site (flyer, poster) at the CAMPING are non-contractual because they are not immune to possible "typos", omissions or printing errors.

In case of disagreement between the two parties, only the e-mail confirming the reservation together with the present commercial conditions will be considered as a contractual document and will prevail over any other information, version or contradictory document.

PURPOSE and ENTIRETY

The present general conditions define the entirety of the rights and obligations of both parties in the context of a STAY at the CAMPING.

The CLIENT is deemed to accept them without reservation in accordance with the provisions of Article 1126 of the Civil Code.

These general conditions apply to the exclusion of all other conditions. They are accessible on the WEBSITE and will prevail, when applicable, over any other version or any other contradictory document.

The CAMPING and the CUSTOMER agree that these general conditions exclusively govern their relationship.

The CAMPING reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are put online. If a condition is missing, it will be considered as being governed by the practices in force in the sector of campsite rental and stays in vacation villages whose companies are based in France.

PRE-CONTRACTUAL INFORMATION

The CUSTOMER acknowledges having had communication and knowledge, prior to his reservation, of these general conditions of sale of the CAMPING, and of all the information listed in article L. 111-1 of the consumer code.

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.

To reserve a PITCH, the CUSTOMER must indicate the category (tent, classic or folding caravan, motorhome) and the total size of their equipment, including the size of the awning.

If these 2 pieces of information communicated by the CLIENT prove to be incorrect in the end, the CAMPING cannot be held responsible for the incorrect allocation of the PITCH number.

In this case, the CAMPING will make its best efforts to select a new PITCH according to the remaining availabilities. In the event of unavailability and therefore impossibility for the CUSTOMER to settle in, the reservation will be automatically terminated as of right and the CAMPSITE will reimburse the CUSTOMER for the sums already paid.

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 amount of the deposit to be paid 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.

Consequently, **the reservation becomes effective** only after the deposit has been received and the written reservation confirmation has been sent by the CAMPING by email.

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

At the end of his reservation, the CLIENT **must subscribe** to an INSURANCE (see Article "CANCELLATION INSURANCE").

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 a minimum of 3 numbers **by prioritising 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 guarantee** that any of the **numbers requested** by the CLIENT will be definitively **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 (nature and size of equipment, number of persons, category of Pitch or Accommodation

The CAMPING **will be able to change** the original number assigned without any specific request from the CLIENT and without prior information to the CLIENT.

The CAMPING cannot be held responsible, if the CLIENT's information is not correct, that the number assigned is not suitable.

In case of force majeure, the CAMPING reserves the right to change the allocation of the PITCH or ACCOMODATION.

PAYMENT OF THE REMAINING BALANCE

Next to the deposit paid at the reservation, the remaining balance 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.

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**. As, the online provision of the CLIENT's credit card number and secret validation code, followed by the final validation of the order, constitute proof of the CLIENT's Agreement.

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

RIGHT OF RETRACTION

In accordance with Article L. 221-28 12° of the French Consumer Code, **the 14-day right of retraction does not apply** to accommodation, catering and leisure services provided at a specific date or time.

PRICES

The descriptions, the minimum duration, the minimum and maximum number of persons and the rates vary according to the seasons and the categories of PITCHES and ACCOMODATIONS chosen. This information can be consulted on the WEBSITE by entering the dates of your STAY and selecting the desired category.

The prices or published information on our website are the basic prices without any complementary service; activities/animations to pay and promotions.

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

In case of disagreement between the two parties, the rates published on our WEBSITE will prevail over any other version or contradictory document.

The price of a PITCH is a fixed price per night of occupation and per category of PITCH chosen. The package includes 1 equipment (tent, caravan, camper), 1 adult, 1 vehicle (car or motorcycle). The package does not include extras and in particular other people (adults or children), electricity, the rental of a fridge, an additional equipment or vehicle, an animal, the tourist tax, the cancellation insurance. These supplements are subject to an additional daily cost.

The price of an ACCOMODATION includes the rental of the accommodation according to the maximum capacity of persons authorized, the charges (water, gas, electricity), a vehicle. The rate does not include extras and in particular additional persons (beyond the maximum authorized capacity), the rental of sheets-towels-baby kit, the cleaning at the end of the stay, an animal, the tourist tax, the cancellation insurance. These supplements are subject to an additional daily cost.

A stay total price includes the price of a Pitch or an Accommodation, the chosen complementary services, as well as free access to the sanitary facilities, to the reception services, to the water park (at the dates and hours of opening), to the playgrounds, to the other equipment and to the proposed activities / animations (free or paying).

Rates may vary **during the season** depending on economic and commercial constraints.

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 on 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 except if mentioned the contrary and are not retroactive.

Therefore, 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 for 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 in cases of late arrival.

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

Full payment for services is still required if the CLIENT has not paid in full.

MINORS

Minors who are not accompanied by an adult 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. **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 **cotton or disposable sheets, towels and baby kits**, 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 PITCHES

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.

LEISURE ACTIVITIES OR ANIMATIONS

Any free or paying activity or animation mentioned on our WEBSITE, in an email or proposed on site can, in certain circumstances, be modified or cancelled at your arrival on the site.

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 inside animation and the waterpark. Also, it is strengthening the check on entering and exiting the Camping.

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: **bull terrier, pitbull, staff, staffy**) nor "newly accompanying animals" are not accepted at the Camping.

CANCELLATION INSURANCE

Cancellation or interruption of the HOLIDAY insurance is mandatory if the CLIENT wishes to be covered in case of cancellation or interruption of the HOLIDAY by his/her own initiative for all possible individual and collective risks (Covid-19 illness, contact case, other illness, accident, death, dismissal, loss of vacations...) of one of the participants to the HOLIDAY.

If the CLIENT does not subscribe, he/she takes the personal risk of **losing all or part of the sums already paid**, without any possible dispute with the CAMPING.

The CAMPING is not an insurance company but only a host. In this sense, it does not have the financial, legal and administrative capacity to personally take responsibility for the risks of cancellation or interruption of the CLIENT who is not insured.

The INSURANCE must be taken out **at the end of the reservation** with one of the insurance organizations of **the CLIENT's choice** available on the Internet.

The INSURANCE cannot be taken out directly on the CAMPING WEBSITE.

We recommend you our 2 partners: **Europ Assistance or Campez Couvert.**

CANCELLATION:

Cancellation (total or partial) due to the CLIENT:

At the end of the reservation, the CLIENT must take out an INSURANCE policy (see Article "CANCELLATION INSURANCE").

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

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 determines the amount lost to the Client.

- 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.

No additional cancellation fee will be charged to the CLIENT.

If the Client **has taken out a cancellation insurance** after booking his/her stay, 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.

Cancellation by the CAMPING (except in cases of force majeure):

In case of cancellation before the departure of the CLIENT from his place of residence to the CAMPING, the sums paid by the CLIENT will be refunded in full by the CAMPING after notification of the cancellation by email with acknowledgment of receipt and under the conditions referred to in Article L 214-1 of the Consumer Code. In the event of cancellation after the CLIENT's departure from his place of residence to the CAMPING, the latter undertakes to offer the CLIENT an equivalent STAY by bearing any additional cost and, if the services accepted by the CLIENT are of inferior quality, the CAMPING will reimburse him the difference.

MODIFICATION:

Modification by the CLIENT: GUARANTEE FLEX, free 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@campinghirondelle.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**.

Modification by the CAMPING:

If the CAMPING is obliged to modify the services initially planned for the STAY, it will make every effort to provide similar services; the CLIENT may either accept the modification or terminate the Contract and obtain a refund of the sums paid, under the conditions referred to in Article L 214-1 of the Consumer Code.

INTERNAL REGULATIONS

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.

Therefore, 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.

PERSONAL DATA

The implementation of a privacy policy by the CAMPING is explained by its desire to inform the CLIENT about the nature of the personal data that may be collected when booking HOLIDAYS, the reason for their collection, the way in which they may be used and the rights they have over this data.

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.

However, the Customer can express his refusal by sending a request by e-mail to contact@campinghirondelle.com.

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.

FORCE MAJEURE

The occurrence of an event of force majeure within the meaning of Article 1218 of the Civil Code (i.e., any event beyond the control of the debtor that could not be reasonably foreseen at the time of the conclusion

of the contract and the effects of which cannot be avoided by appropriate measures), shall result in the suspension of the obligations of the parties under the Contract.

The party invoking an event of force majeure as referred to above shall immediately notify the other party of its occurrence by any written means. The parties shall meet to examine the impact of the event and agree, when applicable, on the conditions under which performance of the Contract may be resumed.

Any circumstances beyond the control of the parties that prevent the performance of their obligations under normal conditions shall be considered as grounds for exoneration from the parties' obligations and shall result in their suspension.

The party invoking the above-mentioned circumstances must immediately notify the other party of their occurrence and of their disappearance.

Will be considered as force majeure all facts or circumstances irresistible, external to the parties, unforeseeable, unavoidable, independent of the will of the parties and which could not be prevented by the latter, despite all reasonably possible efforts. Expressly, the following are considered as force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of the French courts and tribunals: storms, floods, lightning, earthquakes, fires, stoppage of telecommunication networks or difficulties specific to telecommunication networks external to the CUSTOMERS, blockage of means of transport or supplies, epidemic or pandemic.

The parties will meet to examine the impact of the event and agree on the conditions under which the execution of the contract will be continued.

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.**