

GENERAL TERMS AND CONDITIONS OF SALE

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

Provider's details:

- Camping Le Taranis SARL, 52998743000046,
 - La Resclauze, 12720 Mostuéjols,
 - 05.65.62.65.56, contact-camping-taranis.fr, www.camping-taranis.fr
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DEFINITIONS:

ORDER, BOOKING or RENTAL: Purchase of the Services.

SERVICES: seasonal rental of accommodation or an unfurnished "tourism" pitch.

Accommodation: Tent, caravan, mobile home, or light leisure dwelling.

ARTICLE 1 – SCOPE

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or an unfurnished pitch at the Le Taranis campsite, operated by Christian Bonnet, to non-professional customers ("the Customers" or "the Customer"), via its website www.camping-taranis.fr or by telephone, post or email, or at any location where the Provider markets the Services. They do not apply to pitch rentals intended for mobile homes, which are covered by a separate "leisure" contract.

The main characteristics of the Services are set out on the website www.camping-taranis.fr or on a written document – paper or electronic – where a booking is made by a means other than distance selling.

The Customer must read these before placing any 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 of the 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 contractual document. The version applicable to the Customer is that in force on the website or communicated by the Provider on the date the Customer places the order.

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

Under the conditions set out by French data protection law and the European General Data Protection Regulation, 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 and the stay and its consequences – to all of their personal data, by writing, by post and providing proof of identity, to:

Camping Le Taranis, La Resclauze, 12720 Mostuéjols

The Customer declares that they have read and accepted these General Terms and Conditions of Sale, either by ticking the box provided for this purpose before proceeding with the online Booking process, together with the general terms of use of the website www.camping-taranis.fr, or, in the case of an off-line booking, by any other appropriate means.

ARTICLE 2 – BOOKINGS

The Customer selects on the website, or enters on any document sent by the Provider, the services they wish to order, as follows:

Complete the booking form giving their identity, birth name, date of birth, postal address, email address and telephone details, the dates of stay for the pitch or accommodation, the payment method, and the details of the other participants in the stay.

It is the Customer's responsibility to check that the Order is correct and to notify the Provider immediately of any error. The Order will only be considered final once the Provider has sent the Customer confirmation of acceptance of the Order, by email or post, or once the contract has been signed in the case of a booking made directly at the premises where the Provider markets the Services.

Any Order placed on the website www.camping-taranis.fr constitutes the formation of a contract concluded at a distance between the Customer and the Provider.

Every Order is made in the name of a specific individual and may not, under any circumstances, be transferred.

ARTICLE 3 – PRICES

The Services offered by the Provider are supplied at the rates in force on the website www.camping-taranis.fr, or on any other information medium of the Provider, at the time the Customer places the order. Prices are expressed in Euros, excluding and including VAT.

The rates take account of any discounts granted by the Provider on the website www.camping-taranis.fr or on any other information or communication medium.

These rates are fixed and not subject to revision during their period of validity, as indicated on the website www.camping-taranis.fr, in the email, or in the written proposal sent to the Customer. Beyond this period of validity, the offer lapses and the Provider is no longer bound by the prices shown.

They do not include handling and administration fees, which are charged separately, under the conditions indicated on the website www.camping-taranis.fr or in information (letter, email, etc.) communicated to the Customer beforehand, and calculated prior to the placing of the Order.

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

An invoice is drawn up by the Seller and given to the Customer no later than the time the balance of the price is paid.

3.1. TOURIST TAX

The tourist tax, collected on behalf of the local council/association of municipalities, is not included in the rates. Its amount is set per person and per day and varies depending on the destination. It must be paid at the time of payment for the Service 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 due from the Customer.

A deposit corresponding to 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 final rental contract and enclosed with the copy to be returned. It will be deducted from the total amount of the order.

It will not be refunded by the Provider in the event of cancellation of the stay by the Customer less than 30 days before the scheduled arrival date (except in the cases provided for in Article 6.4 of these terms and conditions), unless the Customer has taken out the cancellation insurance offered in the rental contract with the insurance company Campez Couvert.

The balance of the stay must be paid in full 30 days before the arrival date (failing which the booking will be cancelled).

4.2. PAYMENTS

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

In the event of late payment of sums due by the Customer beyond the period set out above, or after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at a rate of 10% of the total

price (including VAT) of the Services shall automatically and as of right become payable to the Provider, without any formality or prior formal notice.

4.3. FAILURE TO COMPLY WITH PAYMENT TERMS

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

ARTICLE 5 – PROVISION OF SERVICES

5.1. AVAILABILITY AND USE OF SERVICES

The accommodation or pitch may be occupied from 4pm on the day of arrival and must be vacated by 10am on the day of departure.

The balance of the stay must be paid in full:

- 30 days before the arrival date (failing which the booking will be cancelled)

Accommodation and pitches are designed for a set number of occupants and may not, under any circumstances, be occupied by a greater number of people.

Accommodation and pitches must be returned in the same state of cleanliness as on arrival. Failing this, the tenant will be charged a flat fee of €80 for cleaning the mobile home and €65 for the lodge tent. Any damage to the accommodation or its fittings will result in immediate repair at the tenant's expense. The end-of-rental inventory must be strictly identical to that at the start of the rental.

5.2. SECURITY DEPOSIT

For mobile home rentals, a security deposit of €300 is required from the Customer on the day the keys are handed over and is returned on the last day of the rental, less any repair costs.

For lodge tent rentals, a security deposit of €250 is required from the Customer on the day the keys are handed over and is returned on the last day of the rental, less any repair costs.

This deposit does not constitute a limit on liability.

ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER

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

6.1. AMENDMENT

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

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

Where the Customer wishes, upon arrival, to amend elements of their original Booking that have already been invoiced (in particular: number of occupants, presence of a pet, rental of equipment such as a refrigerator), no refund will be given for items ultimately not used.

The Provider may, however, offer the Customer a credit note of a corresponding amount, valid exclusively for services at the campsite. This credit note may under no circumstances be used at the restaurant/snack bar.

6.2. INTERRUPTION

An early departure will not entitle the Customer to any refund from the Provider.

6.3. CANCELLATION

In the event of cancellation of the Booking by the Customer after it has been accepted by the Provider:

Cancellation more than 30 days before the scheduled date of the booked stay:

The deposit paid at the time of Booking, as defined in Article 4 – PAYMENT TERMS of these General Terms and Conditions of Sale, shall be retained by the Provider as of right, by way of compensation, and shall not give rise to any refund.

The balance of the price of the stay, if paid in advance by the Customer, will be refunded in full.

Cancellation less than 30 days before the scheduled date of the booked stay:

The deposit paid at the time of Booking, as defined in Article 4 – PAYMENT TERMS of these General Terms and Conditions of Sale, shall be retained by the Provider as of right, by way of compensation, and shall not give rise to any refund.

The balance of the price of the stay, if paid in advance by the Customer, shall likewise be retained by the Provider and shall not give rise to any refund.

In all cases of cancellation, handling and administration fees (Article 3) will be retained by the Provider.

6.4. CANCELLATION IN THE EVENT OF A PANDEMIC

6.4.1. In the event of the total or partial closure of the establishment during the dates of the booked stay (which is deemed to include any measure totally or partially prohibiting the public from being received, 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 Provider, sums paid in advance by the Customer for the booking of the stay will be refunded within 30 days.

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

6.4.2. By way of exception to the provisions of Article 6.3 CANCELLATION, any cancellation of the stay duly justified by the fact that the Customer has contracted COVID-19 (infection) or another infection considered to be part of a pandemic, or has been identified as a contact case, where this situation calls into question their participation in the stay on the planned dates, shall give rise to the issue of a credit note valid for 24 months, refundable at the end of the validity period.

Any handling and administration fees provided for in the general terms and conditions will be retained by the Provider. In all cases, the Customer must provide proof of the event making them eligible for this right of cancellation.

6.4.3. By way of exception to the provisions of Article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the stay entirely due to government measures preventing participants from travelling (general or local lockdown, travel ban, border closures), even where the campsite is able to fulfil its obligation and welcome the Customers, the Provider will issue a credit note corresponding to the sums paid by the Customer, less handling and administration fees (Article 3), which will be retained by the Provider. This credit note is valid for 24 months; it is refundable at the end of the validity period.

6.4.4. Where the Customer has taken out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, any insurance payments received by the Customer will be deducted from the amount of the credit note referred to in Articles 6.4.2 or 6.4.3.

ARTICLE 7 – CUSTOMER OBLIGATIONS

7.1. PUBLIC LIABILITY INSURANCE

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

7.2. PETS

Domestic pets are accepted, at their owners' responsibility and subject to the applicable charges available from the Provider, payable on site.

7.3. 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.

7.4. CHARGING ELECTRIC VEHICLES

The Customer is strictly forbidden from plugging in an electric or plug-in hybrid vehicle to the electrical sockets on the Pitches and in the accommodation.

For accommodation rentals, sockets suitable for charging electric vehicles are made available to the Customer for this purpose, subject to an additional charging fee.

The Customer undertakes to strictly comply with this prohibition. Any breach of this obligation shall render the Customer fully liable, and the Customer shall bear all consequences thereof.

In the event of fire, damage to electrical equipment or the Provider's installations, or damage caused to third parties resulting from non-compliant charging under this article, the Customer shall bear full liability, to the exclusion of any liability on the part of the Provider. The Customer shall be required to make good all resulting losses, both to the Provider and to third parties.

ARTICLE 8 – PROVIDER OBLIGATIONS – GUARANTEE

The Provider guarantees the Customer, in accordance with legal provisions and at no additional cost, against any lack of conformity or hidden defect arising from a design or manufacturing fault in the Services ordered.

To assert their rights, the Customer must inform the Provider in writing of any defects or lack of conformity within a maximum of 8 days of the Services being supplied.

The Provider will refund, correct, or arrange for the correction of (as far as possible) any Services found to be defective as soon as possible and no later than 30 days after the Provider becomes aware of the defect. The refund will be made by credit to the Customer's bank account or by cheque sent to the Customer.

The Provider's guarantee is limited to refunding Services actually paid for by the Customer. The Provider cannot be held liable or in default for any delay or non-performance resulting from a case of force majeure as generally recognised by French case law.

The Services provided via the Provider's website www.camping-taranis.fr comply with the regulations in force in France.

ARTICLE 9 – RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of stays or excursions on a set date or for a specific 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 Provider, as author of this document, carries out personal data processing on the following legal bases:

- The legitimate interest pursued by the Provider where it pursues the following purposes: prospecting; managing relationships with its customers and prospects; organising, registering for and inviting people to the Provider's events; processing, performing, prospecting, producing, managing and following up customer requests and files; drafting documents on behalf of its customers.
- Compliance with legal and regulatory obligations where processing is carried out for the purpose of: preventing money laundering and terrorist financing and combating corruption; invoicing; accounting.

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

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 limitation periods.

For the prevention of money laundering and terrorist financing, data is retained for 5 years after the end of the relationship with the Provider. For accounting purposes, it is retained for 10 years from the end of the financial year.

Prospect data is retained for a period of 3 years if the prospect has not taken part in or registered for any of the Provider's events.

The data processed is intended for authorised personnel of the Provider.

Under the conditions set out by French data protection law and the European General Data Protection Regulation, individuals have the right to access, rectify, query, restrict, port and erase data concerning them.

Individuals affected by the processing carried out also have the right to object at any time, on grounds relating to their particular situation, to the processing of personal data based on the Provider's legitimate interest, as well as a right to object to direct marketing.

They also have the right to issue general and specific directives defining how they wish the rights mentioned above to be exercised after their death:

- by email to the following address: [email address]
- or by post to the following address: [surname, first name] [company name] [postal address], accompanied by a copy of a signed 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 www.camping-taranis.fr is the property of the 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 an infringement offence.

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

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

ARTICLE 12 – APPLICABLE LAW – LANGUAGE

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

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

ARTICLE 13 – DISPUTES

Any disputes to which purchase and sale transactions concluded under these general terms and conditions of sale may give rise, concerning their validity, interpretation, performance, termination, consequences and aftermath, and which could not be resolved between the Provider and the Customer, shall be submitted to the competent courts under ordinary law.

The Customer is informed that they may, in any event, in the event of a dispute, resort to conventional mediation proceedings or any other alternative dispute resolution method.

They may in particular have free recourse to the Consumer Mediator.

ARTICLE 14 – PRE-CONTRACTUAL INFORMATION – CUSTOMER ACCEPTANCE

The Customer acknowledges having received, prior to placing their Order, in a clear and comprehensible manner, these General Terms and Conditions of Sale and 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 under the Order of 22 October 2008 on prior consumer information regarding the characteristics of rental accommodation in outdoor holiday parks, and in particular:

- the essential characteristics of the Services, taking into account the medium of communication used and the Services concerned;
- the price of the Services and any additional charges;
- information relating to the Provider's identity, postal, telephone and electronic contact details, and its activities, where not otherwise 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;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information relating to termination arrangements and other important contractual conditions.

Any individual (or legal entity) placing an order on the website www.camping-taranis.fr thereby fully and unreservedly accepts these General Terms and Conditions of Sale, which the Customer expressly acknowledges, and in particular waives the right to rely on any contradictory document, which shall not be enforceable against the Provider.

CONSUMER MEDIATION SOCIETY

DISPUTES – CONSUMER MEDIATION

In the event of a dispute between the Customer and the company, they will endeavour to resolve it amicably (the Customer shall send a written complaint to the professional or, where applicable, to the professional's Customer Relations Department).

Failing an amicable agreement, or in the absence of a response from the professional within a reasonable period of one (1) month, the consumer Customer, within the meaning of Article L.133-4 of the French Consumer Code, may, if the disagreement persists, refer the matter free of charge to the competent mediator listed by the Consumer Mediation Evaluation and Control Commission pursuant to Article L.615-1 of the Consumer Code, namely:

La Société Médiation Professionnelle

www.mediateur-consommation-smp.fr

Société Médiation Professionnelle - Alteritae

5, rue Salvaing, 12000 Rodez