



GENERAL TERMS AND CONDITIONS OF ONLINE SALE

32 BIS BD DU FRONT DE MER - 33930 MONTALIVET - +33 (0)5 56 09 31 37 - info@campingsoleildor.com - www.campinglesoleildor.com

ARTICLE 1 - SCOPE OF APPLICATION :

These General Terms and Conditions of Sale apply, without restriction or reservation, to all sales concluded by the LLC ABRITOIT (« the Campsite ») with consumers and non-professional purchasers (« the Customers or the Customer »), wishing to acquire the products and services (« Services » or « Stay ») offered for sale by the Seller on the website www.campinglesoleildor.com.

They specify in particular the conditions of order, payment and execution of the services ordered by the Customer.

Key features of the Services, in particular specifications, illustrations and indications of dimensions and capacity of the Products, are presented on the website www.campinglesoleildor.com.

The Customer is required to read it before placing an order. The choice and purchase of a Stay is the sole responsibility of the Customer.

The photographs and graphics on the website www.campinglesoleildor.com are not contractual and do not engage the responsibility of the Seller.

The Customer is required to refer to the description of each Service to become familiar with its key characteristics and specific features.

The offers of Stays are within the limits of available stocks, as specified when the order is placed.

The contact details of the Campsite are as follows : **LE SOLEIL D'OR - 32 bis boulevard du Front de Mer - 33930 VENDAYS-MONTALIVET.**

These General Terms and Conditions of Sale shall apply to the exclusion of all other terms and conditions.

These General Terms and Conditions of Sale are accessible at any time on the website www.campinglesoleildor.com and will prevail, if necessary, over any other version or any other contradictory document.

The Customer declares that they have read and accepted these General Terms and Conditions of Sale by ticking the box provided for this purpose before the implementation of the online ordering procedure as well as the general terms and conditions of use of the website.

As these General Terms and Conditions of Sale may be subject to subsequent amendments, the version applicable to the Customer's purchase is that in force on the website on the date the order is placed.

In the absence of proof to the contrary, the data recorded in the Seller's computer system shall constitute proof of all transactions concluded with the Customer.

In accordance with the French Data Protection Act of 6 January 1978, the Customer has the right to access, rectify and object to all their personal data at any time by writing to the Seller, by post and providing proof of their identity, at **LE SOLEIL D'OR, 32 bis boulevard du Front de Mer, 33930 VENDAYS-MONTALIVET.**

The placing of an order by the Customer constitutes acceptance without restriction or reservation of these General Terms and Conditions of Sale.

The Customer acknowledges having the required capacity to contract and acquire the Services offered on the website www.campinglesoleildor.com.

ARTICLE 2 - BOOKINGS :

It is up to the Customer to select on the website www.campinglesoleildor.com the Services they wish to order.

Service offers are valid as long as they are visible on the website, within the limits of available stocks.

The booking is only final after the Customer has received confirmation of acceptance of the order from the Seller by email within 48 hours and after the Seller has received the advance payment due in the case of bookings made more than one month before the start of the Stay, or the full price in the case of bookings made less than one month before the start of the Stay.

For orders placed exclusively on the internet, an order on the Service Provider's website is recorded when the Customer accepts these General Terms and Conditions of Sale by ticking the box provided for this purpose and validates their order. The Customer has the opportunity to check the details of their order and the total price thereof, and to correct any errors before confirming their acceptance (Article 1127-2 of the French Civil Code).

This confirmation implies the acceptance of all these General Terms and Conditions of Sale and constitutes proof of the contract of sale.

Any order confirmed by the Campsite is final. The order cannot be changed, unless otherwise agreed by the Campsite.

As such, it is the responsibility of the Customer to check the accuracy of the order and to immediately report any errors.

The Seller reserves the right to cancel or refuse any order from a Customer with whom there is a dispute over payment of a previous order.

Preferences stated in the «comment» box at the time of booking will be met by the Seller where possible, without the Seller being held liable should this not be the case.

ARTICLE 3 - PRICES :

The Services are provided at the current rates shown on the website www.campinglesoleildor.com, at the time the order is registered by the Seller.

Prices are expressed in euros, inclusive and exclusive of VAT.

Prices are shown per night ; a minimum of two nights is required in low season and seven nights for the rental of lodges and mobile homes in high season.

Municipal tax applies from 31/03 to 17/10 for persons over 18 years old. This is paid directly at the Campsite reception at the start of the Stay.

Prices take into account any reductions granted by the Seller on the website. These prices are firm and non-revisable during their period of validity, as stated on the website. The Seller reserves the right, outside this period of validity, to modify the prices at any time.

The payment requested from the Customer shall be the total amount of the purchase.

ARTICLE 4 - PAYMENT CONDITIONS :

It is specified that the Campsite does not accept payments by cheque.

Advance payment :

For bookings made more than 30 days before the start date of the Stay, an advance payment corresponding to **30% of the total purchase price** is required when the order is placed by the Customer. This advance payment can under no circumstances be considered a deposit.

Remaining balance :

The remaining balance will be payable, at the latest **30 days before the start of the Stay**, either by debit card, bank transfer or holiday vouchers.

For any booking made less than 30 days before the start of the Stay, the price must be paid in full when the order is placed.

Payments made by the Customer shall only be considered final after effective collection of the due sums by the Seller.

The Seller shall not be required to deliver the Service ordered by the Customer if the Customer does not pay the price in full under the conditions provided herein.

Late payment :

In the event of late payment of the sums owed by the Customer beyond the time limits set forth above, all sums owed by the Customer shall be immediately payable in full, without prejudice to any other action that the Seller may be entitled to take against the Customer in this respect.

Furthermore, the Seller reserves the right, in the event of non-compliance with the payment conditions set out above, to cancel the Customer's booking.

ARTICLE 5 - ACCOMMODATION RENTAL :

Lodges and mobile homes are rented out from **4 pm to 8 pm on Saturday or Sunday to 10 am on Saturday or Sunday** in high season. On arrival, the Campsite shall give the Customer a schedule of fixtures and an inventory. The Customer shall have 24 hours to notify the Campsite of any problems. Failing this, they shall be deemed to have accepted the condition of the property leased to them. On arrival, the Customer shall pay a guarantee of **€300** for the rental and cleaning. This guarantee shall be returned to them on the day of their departure if the accommodation and its facilities are returned in the state in which they received them, or at the latest within one month after the end date of the Stay. On the day of departure, any return of the keys after 10 am will result in an additional night being charged. Any cleaning not done or done poorly upon departure from a rental will be charged at **€100**.

ARTICLE 6 - CAMPING PITCH RENTAL :

Camping pitch rentals start at **3 pm**. Pitches must be vacated by **12 noon** at the latest. On the day of departure, any departure from a camping pitch after 12 noon will result in an additional night being charged. Any extension of Stay must be requested at least **24 hours** before the scheduled departure date. This can only be granted according to the available space and the constraints of the Campsite.

ARTICLE 7 - CANCELLATION :

Any order placed on the website and confirmed by the Campsite under the conditions set out in Article 2 is final. In the event of cancellation of the order by the Customer after its acceptance by the Seller, for any reason whatsoever, the advance payment paid with the order and the remaining balance shall remain the property of the Campsite and shall not give rise to any reimbursement whatsoever. In case of departure before the end date of the Stay, no refund will be made. The Campsite reserves the right to re-let the pitch or accommodation on first request.

ARTICLE 8 - INTERNAL REGULATIONS OF THE CAMPSITE :

By validating the order on the website, the Customer undertakes to comply with the internal regulations of the Campsite, attached to these General Terms and Conditions of Sale. The regulations are an integral part of the contract concluded by the Customer with the Campsite. Failure to comply with these regulations may result in the termination of the Contract as stipulated in these regulations.

ARTICLE 9 - LIABILITY :

The Campsite cannot be held liable for any damage to the Customer's equipment. It is the Customer's responsibility to take out insurance for their caravan, tent and/or camping equipment, as well as civil liability insurance.

ARTICLE 10 - CANCELLATION INSURANCE :

Cancellation insurance is optional (3.7% of the amount of the Stay). To be validated, it must be taken out at the time of ordering on the website. The Campsite's partner, **CAMPEZ-COUVERT**, undertakes to reimburse the Stays in accordance with its own general terms and conditions of sale available on the website www.campez-couvert.com or directly from the Campsite. By taking out cancellation insurance, the Customer acknowledges and accepts the general terms and conditions of sale of **CAMPEZ-COUVERT**. In the event of cancellation, the Customer must inform the Campsite of the occurrence of an event preventing their arrival and pay the sums due in application of these General Terms and Conditions of Sale. They have 48 hours to inform the insurer and provide it with all the information and supporting documents required for reimbursement purposes.

ARTICLE 11 - UNFORESEEN EVENTS :

These General Terms and Conditions of Sale expressly exclude the legal regime of contingency provided for in Article 1195 of the French Civil Code for all Sales operations of the Seller's Services to the Customer. As such, the Seller and the Customer both waive the right to avail themselves of the provisions of Article 1195 of the French Civil Code and of the contingency regime provided for therein, undertaking to assume their obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their execution would prove excessively onerous and to bear all the economic and financial consequences thereof.

ARTICLE 12 - FORCE MAJEURE :

Any occurrence of a case of force majeure exonerates the Campsite to the extent of the impediments resulting therefrom or justifies the measures of restriction of use taken by the Campsite to eliminate or reduce the negative effects of the case of force majeure. The Campsite cannot be held responsible for the occurrence of an event of force majeure or the consequences that it entails. A case of force majeure is any event external to the Campsite that is beyond its control and that could not reasonably be foreseen at the time of the conclusion of the Contract and whose effects cannot be avoided or cannot be avoided without incurring exceptional costs. This is particularly the case for exceptional climatic phenomena, disruption of fluid supplies, such as injunctions from administrative authorities.

ARTICLE 13 - TERMINATION OF THE CONTRACT :

In the event of failure by one of the parties to meet its obligations, the Contract will be terminated at the end of an eight-day period following the sending of a formal notice by registered letter with acknowledgement of receipt that remained unsuccessful. However, without the need for any formality whatsoever, non-payment of the advance payment or the price of the Stay under the conditions set out in Article 4 of these General Terms and Conditions of Sale will automatically lead to the termination of the Contract at the Customer's expense. Damages may be claimed by the Campsite.

ARTICLE 14 - RIGHT OF WITHDRAWAL :

The Customer is fully informed that pursuant to Article L. 221-28 of the French Consumer Code, they have no right of withdrawal.

ARTICLE 15 - INTELLECTUAL PROPERTY :

The content of the website www.campinglesoleildor.com is the property of the Campsite and its partners and is protected by French and international intellectual property laws. Any total or partial reproduction of this content is strictly prohibited and is likely to constitute a counterfeiting offence. Furthermore, the Campsite remains the owner of all intellectual property rights on the photographs, presentations, studies, drawings, models, prototypes, etc., made (including at the request of the Customer) with a view to providing the Services to the Customer. The Customer shall therefore refrain from any reproduction or exploitation of said studies, drawings, models, and prototypes, etc., without the Seller's express, written and prior authorisation, who may make it conditional on financial compensation.

ARTICLE 16 - APPLICABLE LAW - LITIGATION :

These General Terms and Conditions of Sale and the operations arising therefrom are governed and subject to French law. In the event of a dispute and after having referred the matter to the Campsite, the Customer is informed that they may refer the matter to a consumer ombudsman, within a maximum period of one year from the date of the written complaint, by registered letter with acknowledgement of receipt, to the Campsite. The contact details of the ombudsman who may be contacted are as follows :

Online referral on the following site : www.bayonne-mediation.com

Referral by post to the following address : **BAYONNE MÉDIATION - 32 rue du Hameau - 64200 BIARRITZ - France**

Referral by telephone to the following number : **+33 (0)6 79 59 83 38**

ARTICLE 17 - PRE-CONTRACTUAL INFORMATION - ACCEPTANCE OF THE CUSTOMER :

That a natural person (or legal entity) should order on the website www.campinglesoleildor.com implies full and complete adherence and acceptance of these General Terms and Conditions of Sale and obligation to pay for the Services ordered, which is expressly recognised by the Customer, who renounces, in particular, the right to make use of any contradictory document, which would be unenforceable against the Campsite.