

GENERAL CONDITIONS OF SALE

Reservation of tourist accommodation or pitches by individuals

DEFINITIONS :

ORDER (Option) or RESERVATION or RENTAL: Purchase of Services.

SERVICES: seasonal rental of accommodation or pitches "tourism".

ACCOMMODATION: Tent, caravan, mobile leisure home and light leisure home.

ARTICLE 1 - SCOPE OF APPLICATION

The present General Terms and Conditions of Sale apply, without restriction or reserve, to any rental of accommodation or pitches on the Sites et Paysages LA MARETTE campsite, operated by SARL ODDES, to non-professional clients ("The Clients" or "the Client"), on its website www.lamarette.com or by telephone, post or electronic mail (e-mails), 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 covered by a "leisure" contract.

The main characteristics of the Services are presented on the website www.lamarette.com or in written form - paper or electronic - in the case of reservations made by means other than a remote order.

The Customer is obliged to read them 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 marketing channels for the Services.

These General Terms and Conditions of Sale are accessible at any time 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 Website or communicated by the Service Provider at the date the Customer places the Order.

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 Client has the right to access, rectify and oppose all personal data at any time if the processing is not essential to the execution of the order and the stay as well as their consequences, by writing, by post and providing proof of identity, to :

SARL ODDES - CAMPING LA MARETTE
5864 route du Tanargue
07110 JOANNAS

The Client declares that he/she has read these General Terms and Conditions of Sale and has accepted them either by ticking the box provided for this purpose prior to the implementation of the online Order procedure, as well as the general terms and conditions of use of the www.lamarette.com website, or, in the case of off-line reservations, by any other appropriate means.

ARTICLE 2 – RESERVATIONS

It is the Client's responsibility to check the accuracy of the Order (Option) and to notify the Provider immediately of any errors. The Order (Option) shall only be deemed final after the Provider has sent the Client confirmation of acceptance of the Order (Reservation) by e-mail or by signing the contract in the event of a reservation made directly at the Provider's premises where the Services are sold.

Any Order placed on the www.lamarette.com website constitutes the formation of a contract between the Client 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 website www.lamarette.com, or on any information medium of the Service Provider, at the time the Customer places the order. Prices are expressed in Euros, exclusive of tax and VAT.

The rates take into account any discounts that may be granted by the Service Provider on the website www.lamarette.com or on any other information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the website www.lamarette.com, in the email sent to the Client. After this period of validity, the offer is void and the Provider is no longer bound by the prices.

An invoice is drawn up by the Seller and given to the Customer at the latest at the time of payment of the balance of the price.

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TOURIST TAX

The tourist tax, collected on behalf of the commune/commune, is not included in the rates. Its amount is determined per person and per day and varies according to the destination. It must be paid when paying for the Service and is shown separately on the invoice.

ARTICLE 4 – PAYMENT CONDITIONS

4.1. ACOMPT

The sums paid in advance are advance payments. They constitute an advance payment on the total price due by the Client.

A deposit of 20% of the total price of the provision of the Services ordered is required when the Client places the order. It must be paid on receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

It will be refunded in full or in part depending on the date of cancellation according to the following scale:

- 100% for cancellations 90 days before arrival
- 50% between 89 and 60 days before arrival
- 0% between 59 and 30 days before arrival

4.2. PAYMENTS

Payments made by the Client shall only be considered final after the Service Provider has received the amounts due.

In the event of late payment and payment of sums due by the Client after the deadline set out above, or after the payment date shown on the invoice sent to the Client, late payment penalties calculated at the rate of 5% of the amount including tax of the price of the provision of the Services, will be automatically and automatically due to the Service Provider, without any formality or prior notice.

Late payment shall result in the immediate payment of all sums due by the Client, without prejudice to any other action that the Service Provider may take against the Client in this respect.

4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS

In addition, the Service Provider reserves the right, in the event of non-compliance with the above payment conditions, to suspend or cancel the provision of the Services ordered by the Client 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

The accommodation or pitch 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 for rentals and from 2 p.m. on the day of arrival and must be vacated by 12 a.m. on the day of departure for pitches

The balance of the stay must be paid in full 30 days before the date of arrival for a rental and 10 days before the date of arrival for a pitch (under penalty of cancellation of this rental)

The accommodation and pitches are designed for a specific number of occupants and cannot be occupied by a greater number of people.

The accommodation and pitches must be returned in the same state of cleanliness as on delivery. Failing this, the hirer must pay a fixed sum of 90 € 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 accommodation rentals, a deposit of 300 € is required from the Client on the day the keys are handed over and is returned to him on the day the rental period ends, less any costs incurred for repairs.

This guarantee does not constitute a limit of liability.

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

No discount will be given for late arrival, early departure or change in the number of persons (either for the whole or part of the planned stay).

6.1. MODIFICATION

In the event of a change of dates or number of persons, the Provider will do its utmost to accept requests for a change of date within the limits of availability, without prejudice to any additional costs; in all cases, this is merely an obligation of means, as the Provider cannot guarantee the availability of a pitch or accommodation, or of another date; an additional charge may be requested in such cases.

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

6.2. INTERRUPTION

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

6.3. CANCELLATION

In the event of cancellation of the Reservation by the Client after its acceptance by the Provider less than 30 days before the date of the reserved Rental, for any reason whatsoever, except force majeure, the deposit paid at the time of the Reservation, as defined in Article 4 - PAYMENT CONDITIONS of these General Terms and Conditions of Sale, shall be automatically acquired by the Provider as compensation and shall not give rise to any refund.

6.4. CANCELLATION IN CASE OF 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 assimilated to a measure of total or partial prohibition of reception of the public, insofar as the Client is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Client in respect of the booking of the stay will be refunded within 1 month

However, the Service Provider shall not be liable for any additional compensation beyond this reimbursement of the sums already paid for the booking of the stay.

6.4.2. Notwithstanding the provisions of article 6.3 CANCELLATION, any cancellation of the holiday duly justified by the fact that the Client is affected by COVID 19 (infection) or any other infection considered to be part of a pandemic, or is identified as a contact case, and that this situation would call into question his/her participation in the holiday on the planned dates, will give rise to the issue of a non-refundable credit note valid for two months

Any processing and management fees as provided for in the general terms and conditions shall be retained by the Service Provider. In all cases, the Client must provide proof of the event making him/her eligible for this right of cancellation.

6.4.3. Notwithstanding the provisions of Article 6.3 CANCELLATION, in the event that the Client is forced to cancel the entire stay due to governmental measures that do not allow participants to travel (general or local confinement, ban on travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome the Clients, the Provider will issue a credit note corresponding to the sums paid by the Client, less the processing and administration costs (Article 3) which will be retained by the Provider. This credit note, which is non-refundable and non-transferable, will be valid for 1 month.

6.4.4 - If the Customer takes out specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance indemnities received by the Customer shall be deducted from the amount of the credit note referred to in Articles 6.4.2 or 6.4.3.

6.5. CANCELLATION INSURANCE FOR CAMPERS

The Sites et Paysages LA MARETTE campsite offers you a Cancellation and Interruption insurance in your rental contract. Cancellation insurance is not compulsory but must be taken out at the time of booking. Our partner Gritchen Affinity undertakes to reimburse all or part of the stay to our holidaymakers. In case of cancellation, please inform the campsite of your withdrawal as soon as an event preventing your departure occurs by mail or email. If the claim is covered by the general conditions (see attached document "CGA"), notify the insurer within 48 hours and provide all the necessary information and supporting documents.



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ARTICLE 7 - OBLIGATIONS OF THE CLIENT

7.1. PUBLIC LIABILITY INSURANCE

It is compulsory for the Client staying on a pitch or in an accommodation to be insured against civil liability. A certificate of insurance may be requested from the Client before the start of the service.

7.2. ANIMALS

Pets are accepted, under the responsibility of their owners. They are accepted for a fee available from the Provider and payable on the spot or at the time of booking.

7.3. RULES OF PROCEDURE

Internal regulations are displayed at the entrance to the establishment and at reception. The Client is required to read and respect these rules. They are available on request.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER - GUARANTEE

The Service Provider warrants to the Client, in accordance with the legal provisions and without additional payment, against any lack of conformity or latent defect arising from a design or manufacturing defect in the Services ordered.

In order to assert its rights, the Client shall inform the Service Provider in writing of the existence of defects or lack of conformity within a maximum period of 15 days from the provision of the Services.

The Service Provider shall refund or rectify or have rectified (to the extent possible) the services found to be defective as soon as possible and no later than 15 days after the defect or fault has been identified by the Service Provider. Reimbursement shall be made by crediting the Customer's bank account or by bank cheque sent to the Customer.

The Service Provider's warranty is limited to the reimbursement of the Services actually paid by the Client. The Service Provider shall not be held liable or in default for any delay or failure to perform due to the occurrence of a force majeure event as usually recognised by French case law.

The Services provided through the Provider's website www.lamarette.com comply with the regulations in force in France.

ARTICLE 9 - RIGHT OF WITHDRAWAL

Activities related to the organisation and sale of stays or excursions on a specific 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 Consumer Code.

ARTICLE 10 – PROTECTION OF PERSONAL DATA

The Service Provider, the writer of the present document, implements the processing of personal data on the following legal basis

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

The Service Provider only keeps the data for the time necessary for the operations for which they were collected and in compliance with the regulations in force.

In this respect, customer data is kept for the duration of the contractual relationship plus 3 years for the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.



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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. In terms of accounting, it is kept for 10 years from the end of the accounting period.

Prospective customers' data is kept for a period of 3 years if no participation or registration to the Provider's events has taken place.

The data processed is intended for the authorised persons of 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, question, limit, portability and delete data concerning them.

The persons concerned by the processing carried out 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 prospecting.

They also have the right to define general and specific directives defining the way in which they intend the above-mentioned rights to be exercised after their death

- by e-mail to the following address: reception@lamarette.com
- or by post to the following address Clément ODDES - SARL ODDES - CAMPING LA MARETTE - 5864 route du Tanargue - 07110 JOANNAS with 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 website www.lamarette.com 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 this content, in whole or in part, is strictly forbidden and may constitute an infringement of copyright.

In addition, the Service Provider retains all intellectual property rights to any photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the Client's request) for the purpose of providing the Services to the Client. The Client shall not reproduce or exploit such studies, drawings, models, prototypes, etc. without the express prior written consent 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 - IMAGE

You authorise LA MARETTE campsite and its staff to photograph, record or film you during your stay and to use the said images, sounds, videos and recordings in any medium (in particular on LA MARETTE websites or pages, including Facebook; on presentation and promotional materials and in tourist or travel guides). This authorisation applies to you as well as to the persons staying with you. Its sole purpose is to ensure the promotion and animation of the domain and may in no case damage your reputation. This authorisation is granted free of charge for an indefinite period.

ARTICLE 13 - OPPOSITION TO TELEPHONE SOLICITATION

In accordance with the provisions of the Consumer Code (Article L. 223-2 of the Consumer Code), when a professional collects telephone data from a consumer, he/she informs the consumer of his/her right to register on the "Bloctel" list of opposition to telephone canvassing, on which you can register here: www.bloctel.gouv.fr

ARTICLE 14 - APPLICABLE LAW - LANGUAGE

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

The present General Terms and Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.



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ARTICLE 15 – DISPUTES

All disputes to which the purchase and sale operations concluded in application of these general terms and conditions of sale could give rise, concerning both their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not be resolved between the Service Provider and the Client, shall be submitted to the competent courts under the conditions of common law.

The Customer is informed that he/she may in any case have recourse, in the event of a dispute, to a conventional mediation procedure or to any other alternative dispute resolution method.

In particular, he can have free recourse to the following Consumer Ombudsman:

CM2C - 14 rue Saint Jean 75017 PARIS - 01 89 47 00 14 - email cm2c@cm2c.net

Website contact details : www.cm2c.net

ARTICLE 16 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE

The Client 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 L 111-1 to L111-7 of the French Consumer Code, in addition to the information required in application of the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in the open-air sector and in particular

- the essential characteristics of the Services, taking into account the communication medium used and the Services concerned;
- the price of the Services and related costs;
- information relating to the identity of the Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information on legal and contractual guarantees and their implementation; the functionalities of the digital content and, if applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information on termination and other important contractual conditions.

The fact that a natural person (or legal entity) orders on the website www.lamarette.com implies full acceptance of these General Terms and Conditions of Sale, which is expressly recognised by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Provider.



INTERNAL REGULATION

1. Conditions for admission and stay

To be admitted entering, settle or stay on a campsite, you must have been authorised by the manager or his representative. The latter is obliged to ensure that the campsite is kept in good order and that the present internal regulations are respected. The fact of staying on the campsite implies the acceptance of the provisions of these rules and the commitment to comply with them. No one may take up residence on the campsite.

2. Police formalities

Any person who must stay at least one night on the campsite must, beforehand, present to the manager or his representative his identity papers and complete the formalities required by the police. Minors who are not accompanied by their parents will only be admitted with the written authorisation of their parents. In application of article R. 611-35 of the Code de l'Entrée et du Séjour des Etrangers et du Droit d'Asile (Code on the Entry and Stay of Foreigners and the Right to Asylum), the manager is required to have the foreign client fill in and sign an individual police form on arrival. It must mention in particular

- 1° The surname and first names ;
- 2° Date and place of birth
- 3° Nationality ;
- 4° Habitual residence.

Children under 15 years of age may appear on the record of one of the parents.

3. Installation

The outdoor accommodation and related equipment must be installed in the location indicated in accordance with the instructions given by the manager or his representative.

4. Reception Office

Open from 1 May to 4 September from 10 am to 12 pm // 2 pm to 6 pm.

At the reception desk you will find all the information about the services of the campsite, information about the possibilities of refreshment, sports facilities, tourist attractions in the area and various addresses that may be useful. A system for collecting and handling complaints is available to guests.

5. Display

These regulations are displayed at the campsite entrance and in the reception. A copy will be given to campers on request.

Star-rated campsites must display their classification, specifying if the site is category "tourism" or "leisure", and the number of tourism and leisure pitches. The camper is informed of the tariffs of the various services, as determined in the decree of the minister in charge of consumer affairs. The tariffs are also displayed at the reception.

6. Royalties

Royalties are paid to the administrator. Their amount is the object of a posting in the entry of the campsite and on the price list which is given to you at your arrival. They are due according to the number of nights spent on the campsite. The users of the campsite are invited to make the payment of their royalty the day before their departure. Campers who intend on leaving before the reception opens must pay for their stay the day before

7. Noise & silence

Campers are to avoid talking loudly and making any noise which may disturb their neighbours. Sound devices must be adjusted accordingly. Car doors and boots must be closed as quietly as possible. Dogs and other animals must never be left free. They must not be left on the campsite, even if shut in, in the absence of their owners, who are legally responsible for them. The manager ensures the peace and quiet of his clients by fixing the times during which total silence is to be maintained.

8. Visitors

Following authorization from the campsite management, visitors may enter the campsite under the responsibility of the campers who invited them. The client may receive the visitor(s) in the reception office. Visitors may use the campsite installations and facilities. However, the use of these facilities may be subject to a fee, according to the tariff displayed at the campsite entrance and in the reception office. Visitors' cars are not permitted on the campsite.



INTERNAL REGULATION

9. Traffic flow and parking

The speed limit for vehicles is limited to 10km/h. Vehicles may be driven on the campsite from 7.30 AM to 10.30 PM. Only vehicles belonging to resident campers may be driven on the campsite. Parking is strictly forbidden on pitches usually occupied by tents or caravans unless a parking space is specifically provided. Parked vehicles must not obstruct traffic or prevent new arrivals from setting up

10. Holding and appearance of installations

All campers must refrain from any action which may be detrimental to the cleanliness, hygiene or appearance of the site and its installations, notably the toilet/washing facilities. Dirty water must not be emptied onto the ground or into the gutters. Campers must empty their dirty water in the areas provided for this purpose. Domestic waste and all rubbish, including paper, must be disposed of in the dustbins provided. Clothes washing are strictly forbidden except in the sinks provided. Only drying racks up are allowed on the site (Washing line are forbidden) Plants and flower beds must be treated with respect. It is forbidden to knock nails into trees, to cut branches or to plant anything on the campsite. It is forbidden to mark the limits of one's pitch in a personal way or to dig up the ground. Any damage caused to the vegetation, fences, camping grounds or installations will be borne by the perpetrator. The pitch used during the stay must be left in the same condition it was found in on arrival.

11. Safety

a) Fire. Open fires (wood, charcoal, etc) are strictly forbidden. Stoves must be kept in good condition and must not be used in dangerous conditions. In event of a fire, inform the campsite management immediately. Fire extinguishers are available if necessary. A first aid box is situated in the Reception office.

b) Theft. The campsite management is responsible for objects left in the office and has an obligation to keep a general watch over the campsite. The camper is responsible for his own equipment and must inform the management of any suspicious person on the site. Campers are requested to take the usual precautions to safeguard their property.

12. Games

Violent or obtrusive games may not be organized close to or inside the campsite buildings. The meeting room must not be used for lively games. Children must be watched over by their parents at all time

13. Electric vehicle charging

For safety reasons, your electric vehicle should only be charged at the designated charging stations. Outside this framework you will be held responsible for any fire or other damage caused to the network.

14. Infringement of the campsite regulation

If a camper disturbs another camper or does not respect the campsite regulations, the campsite owner or his representative can, if he deems necessary, give a formal verbal or written warning to cease the disruption. In the event of serious or repetitive infringement of the campsite regulations after the warning to abide by the rules, the management reserves the right to terminate the contract. If the camper commits a criminal offence, the management may call the police.

We hope you enjoy your stay at CAMPING SITES & PAYSAGES LA MARETTE, we are at your disposal for any claims or suggestions.

Happy Holidays!

