

GENERAL CONDITIONS OF SALE

These general rental terms and conditions are valid as of November 21, 2018.

PREAMBLE

These conditions govern the contractual relations between the CAMPING DE L'ÉTANG DE FOUCHÉ and its customers pertaining to the sale of individual stays, in accordance with the provisions of articles L. 211-1 et seq. of the Tourism Code.

They shall regulate all the necessary steps for the execution of the booking and the payment of stays and shall regulate all the follow-up between the contracting parties.

Any documents other than the present general conditions of sale and in particular brochures, advertisements, and catalogues, are exclusively for informative and indicative purposes.

Definitions

"WEBSITE" means the website www.campingfouche.com, published by Huttopia SA.

"CAMPING DE L'ÉTANG DE FOUCHÉ" refers to CAMPING DE L'ÉTANG DE FOUCHÉ camp site located in Arnay le duc

"RENTAL" refers to the rental contract of the pitches or rental units at the CAMPING DE L'ÉTANG DE FOUCHÉ

"RENTAL UNITS" refers to all types of accommodation (chalets, huts, mobile homes, tents, etc.) offered for hire by the CAMPING DE L'ÉTANG DE FOUCHÉ.

"STAY" means a rental with associated services as defined in the Special Conditions.

"CUSTOMER" means any person who uses the website, the reservation centre or directly from the campsite, the contact details of which are set out below in order to book, order and/or purchase all services offered by the CAMPING DE L'ÉTANG DE FOUCHÉ.

Entirety

These terms and conditions express the full obligations of the parties. In this sense, the Customer is deemed to accept them without reservation in accordance with the provisions of article 1126 of the Civil Code.

These general conditions of hiring and reservation of stays at the CAMPING DE L'ÉTANG DE FOUCHÉ apply to the exclusion of all other conditions.

They are accessible on the web site www.campingfouche.com and will prevail, as the case may be, over any other version or any other contradictory document.

CAMPING DE L'ÉTANG DE FOUCHÉ and the CUSTOMER agree that the present general conditions exclusively govern their relationship. CAMPING DE L'ÉTANG DE FOUCHÉ reserves the right to modify its general conditions from time to time. They will be applicable as soon as they are published on-line.

If any rental or booking condition for a stay is lacking, it is considered to be governed by the usages in force concerning the renting of pitches and campsite accommodation where the company head office is in France.

PURPOSE

The purpose of these general terms and conditions is to define the rights and obligations of the parties in connection with the rental of camping sites, rental accommodation or stays offered at the CAMPING DE L'ÉTANG DE FOUCHÉ to the customer, on its website www.campingfouche.com but also by telephoning its booking centres, or by mail.

Pre-contractual information

The CUSTOMER acknowledges having received, prior to reservation, these general conditions of sale, rental and stays, and all the information listed in Article L. 111-1 of the Consumer Code.

The customer has access to all the information on-line or can request explanations from our booking agents in French, Dutch, or on site, by telephone or by electronic means.

SERVICES AND PRICES

Rental of camping pitches:

CAMPING DE L'ÉTANG DE FOUCHÉ makes a vacant pitch available to its customers, which can accommodate up to 6 people, their tent, caravan or camping-car and offers various types of site which are described on the web site.

The price of the pitch: This is a flat rate per occupancy night for the type of pitch concerned. The basic package includes installation, 1 or 2 people and a vehicle. The package with electricity also includes an electrical connection. Additional persons (adults or children) or additional items on the site (a second vehicle, animal, tent, marquee etc.) are subject to an additional daily cost.

The basic package gives free access to the sanitary facilities, reception area, swimming pools (opening dates), playgrounds and activities offered free or for a fee.

For security reasons, the number of persons arriving in the campsite may not exceed the capacity of the campsite.

Pitches are available from 2 pm on the day of arrival and must be vacated before noon on the day of departure.

Use of rental accommodation:

The description, the definition of the rental seasons, the rental periods and the tariff periods can be found on the website.

The price of the accommodation rental includes the accommodation rental, according to the number of people (depending on capacity), the utility charges (water, gas, electricity), a vehicle, access to the reception services, swimming pool (during the opening dates), playgrounds, other facilities and activities offered (free or for a fee).

For security reasons, the number of people arriving for a stay cannot exceed the capacity of the accommodation.

The accommodation, fully equipped, must be returned to its original condition and clean at the time of departure. The rental units are non-smoking.

Rentals are available from 4 pm on the day of arrival and must be vacated before 10 am on the day of departure.

At weekends, outside school holidays, the CAMPING DE L'ÉTANG DE FOUCHÉ can accept departures in the afternoon instead of at 10:00 am. However, the Customer must specify at the time of booking or at his/her arrival that he/she wishes to leave at 4 pm. The campsite may refuse if the accommodation is occupied the same evening.

Cession, sublease: Any rental is nominative and can under no circumstances be ceded or sublet.

PRICE CHANGES

Rates move actively and can change according to the season. The CAMPING DE L'ÉTANG DE FOUCHÉ cannot under any circumstances be held liable for a difference in cost between two stays reserved for the same period.

The prices indicated on the site are in Euro, VAT included at the rate in force at the time of the receipt of the deposit and the full price. Any change or modification of rates as well as any changes in the taxes applicable to the stay, at the date of invoicing, may be reflected on the price of the stay.

TOURIST TAX

The tourist tax collected on behalf of municipality is not included in our rates. The amount determined per person per day varies according to the destination and may be changed during the year.

PROMOTIONAL OFFERS

Promotional offers are subject to certain conditions including availability. Furthermore, price reductions or promotional transactions may not be accumulated unless otherwise stated.

On such occasions, it is possible that for the same stay, any two Customers may have paid different prices. The Customers who have paid the higher price will in no case be entitled to a refund of the difference between the price they paid and the promotional price.

RESERVATION AND PAYMENT

1) BOOKING CONDITIONS

The Customer may book on-line, by telephone or by mail, based on the presentation of the pitches, accommodation options and services on the site www.campingfouche.com.

All reservations must be accompanied by a payment including:

- A deposit, determined by the price chosen and depending on the date of reservation. This deposit will be between 30% and 100% of the total amount of the stay (rental alone or rental with services).
- Any possible set-up/booking fees (€15) and taking out of insurance concerning the cancellation/curtailment of the stay

Note that for stays of 1 and 2 nights at the camping site, the deposit requested is 100% of the amount of the stay.

Whatever method is chosen, the reservation becomes effective only after written confirmation of booking from CAMPING DE L'ÉTANG DE FOUCHÉ sent by e-mail (and on request, by post), after receipt of the deposit due, and any set-up fees and cancellation insurance premiums.

2) BOOKING ON THE WEBSITE

As regards on-line bookings, for the order to be validated, the Customer must accept these general conditions and confirm his/her payment by clicking on the place indicated.

Following the reservation, the Customer will receive a confirmation by e-mail containing the details of his/her stay (content of the services, dates and duration, prices and terms of payment).

Electronic signature applicable to on-line sales

The on-line entry of the Customer's credit card number and the final validation of the order will be proof of the agreement of the Customer:

- payment of the sums due in respect of the reservation,
- signature and express acceptance of all operations carried out.

In case of fraudulent use of the credit card, the buyer is invited to contact our booking centre at 33 (0) 4 37 64 22 35.

3) TERMS OF PAYMENT

Payment for a stay on a vacant pitch: the balance of the stay must be paid the day before departure or on the day of arrival.

Payment for stays in rental accommodation: The balance for the stay must be paid, without any reminder from CAMPING DE L'ÉTANG DE FOUCHÉ, 30 days before the scheduled arrival date for the rental or upon arrival at the campsite when the Customer has not booked.

In the absence of full payment on the agreed date, CAMPING DE L'ÉTANG DE FOUCHÉ is entitled to consider that the Customer has cancelled his/her booking and retain the sums already paid.

4) RIGHT TO RETRACT

According to Article L. 221-28 12 ° of the Consumer Code, the right to retract does not apply to accommodation, transport, catering and leisure services provided at a specific date or for a specified period.

5) PAYMENT METHODS

On booking, payment of the deposit or the entire stay is made by credit card (the cards accepted are Carte Bleue, Visa, Eurocard/Mastercard). The transaction is immediately debited from the Customer's credit card after verification of the data. In accordance with article L.132-2 of the Monetary and Financial Code, the commitment to pay made by means of a payment card is irrevocable. By communicating the information relating to his/her credit card, the Customer authorises CAMPING DE L'ÉTANG DE FOUCHÉ to debit his/her credit card the amount of the deposit or the whole of the stay. To this end, the Customer confirms that he/she is the holder of the credit card to debit and that the name on his/her credit card is actually his/hers.

Payment of the balance of the stay can be made by credit card, holiday cheques (registered mail with acknowledgement of receipt), cash in Euro and cheques in Euro up to 30 days before arrival at the campsite. Cheques are not accepted on the campsite.

Customers have the option to pay by one of the following payment methods depending on country/language version of the WEBSITE : BCMC, IDEAL, Sofort Überweisung, Banktransfer, ING Home Pay, Belfius, Giropay, Paypal..

ALLOCATION OF PITCHES/ ACCOMMODATIONS

The allocation of pitches (camping or rental accommodation), is carried out without distinction in the order in which reservations are booked. The Management can in no way guarantee that the pitch or the rental requested by the Customer will be allocated to him/her.

MODIFICATION OF STAY

The Customer can make any request to change the services planned for the stay until 10 days before arrival.

In such a case, CAMPING DE L'ÉTANG DE FOUCHÉ will make every effort to accede to this request according to availability, if the selected tariff allows for such changes. This change request is subject to a fee of €50.

In the event that CAMPING DE L'ÉTANG DE FOUCHÉ is obliged to modify the services originally planned for the stay, CAMPING DE L'ÉTANG DE FOUCHÉ will make every effort to provide similar services. If it is impossible to provide the equivalent service, CAMPING DE L'ÉTANG DE FOUCHÉ will reimburse the Customer.

CANCELLATION AND CURTAILMENT INSURANCE

Cancellation and curtailment of stay insurance is optional but the Customer is invited to take it out at the time of booking. Its amount is established per night in rental accommodation and per 30 nights on a pitch.

This insurance covers, in particular, cancellations of stay in the event of illness (hospitalisation), serious accident or death, claims causing significant damage to your home, dismissal or modification of your leave due to the employer, as a result of an examination or before a court. The full terms of the cancellation insurance contract can be consulted on request and on our website. In case of cancellation or curtailment of stay, for a cause coming within the framework of the contract taken out, you must declare your claim via the internet: at www.campez-couvert.com/sinistres or by e-mail:

sinistres@campez-couvert.com or by mail to: "Gritchen Affinity - Service Sinistre - BP66048 - 18024 BOURGES Cedex.

CANCELLATION OF STAY

Cancellation by CAMPING DE L'ÉTANG DE FOUCHÉ: the sums paid will be reimbursed and in compensation CAMPING DE L'ÉTANG DE FOUCHÉ will offer Customers an equivalent stay (except in cases of force majeure).

Cancellation (total or partial) by the Customer: the latter must notify the camp site either by sending a letter to the following address: Camping de l'Étang de Fouché - rue du 8 Mai 1945 - 21230 ARNAY LE DUC, or by sending an email to the address etang-fouche@huttofia.com. The date of receipt of the cancellation will determine any cancellation fees. Failing this, the Customer will be required to pay the sums due under the contract.

Regardless of the date of cancellation charged, the costs of the files and any possible insurance premiums are not refundable.

Cancellation of a stay

Staying in rental accommodation:

For any stay cancelled more than 30 days before the arrival date, a cancellation fee of €50 for booking fees and any potential amount for cancellation insurance will be retained. From 30 days before arrival or in case of no show at the campsite, the total amount of the stay is due and charged.

Staying on a camping pitch:

For any stay cancelled more than 30 days before the arrival date, a cancellation fee of €50 for booking fees and any potential amount for cancellation insurance will be retained. From 30 days before arrival or in case of no-show at the campsite, the total amount of the stay is due and charged.

Non-consumption of ancillary services:

Failure to use the services provided during the stay cannot be refunded.

STAYS / OFFERS / NON-MODIFIABLE AND NON-EXCHANGEABLE RATES

CAMPING DE L'ÉTANG DE FOUCHÉ may offer stays and rentals at preferential rates on fixed dates that are non-modifiable, non-refundable, and non-exchangeable.

The conditions of cancellation and modifications mentioned above are not applicable.

Consequently, no reimbursement can be made, including the reimbursement of ancillary services which may have been booked in addition.

DELAYED ARRIVAL, EARLY DEPARTURE

In the absence of a Customer message acknowledging receipt, specifying that he/she has been obliged to defer the date of arrival, the pitch or accommodation becomes available for resale 24 hours after the date of arrival under the rental agreement, and the full payment of the stay remains required.

No reduction in rental will be granted in the case of an early departure (see possibilities for reimbursement under the cancellation insurance).

In case of an early departure during a stay on a vacant pitch, we will only keep the deposit for the unused days if the stay was booked.

WARRANTY DEPOSIT

For any stay in rental accommodation, a deposit of €90 will be requested at the latest upon arrival at the campsite. Payment can be made by credit card. The latter will be returned in full on the day of departure or at the latest within eight days, after a house check and a satisfactory inventory of the facilities. Otherwise, the deposit will be payable in full. Any damage exceeding the sum paid as a security deposit will be charged to the Customer on top of the security deposit.

CLEANING

The Customer must leave the accommodation in a perfect state of cleanliness. In the majority of our establishments, he/she may request that the housework be carried out by us, for a cleaning fee starting from €70, (fee may vary depending on the season or the destination – please refer to additional prices listed on each destination)

LEISURE ACTIVITIES

Any free or paid activity mentioned on our website, in an email or proposed on site may, under certain circumstances, be modified or cancelled upon your arrival on the site.

MINORS

Minors unaccompanied by their parents may exceptionally be accepted onto the CAMPING DE L'ÉTANG DE FOUCHÉ provided parental authorization has been given. A specific request is to be made to the camp site in advance.

PETS

A single pet is admitted per accommodation or pitch, subject to payment of a flat fee per day. The Customer must indicate this when booking or when arriving on site.

Pets are not allowed to move around freely and must be kept on a leash. They are not allowed in the public areas (restaurant, auditorium, bar, swimming pools). They are allowed on two conditions:

- valid vaccination against rabies

- identification by tattoo or chip certified by a card published by the French Société Centrale Canine. The Customer must bring the animal's health record and comply with the rules of procedure of each site.

Dangerous or aggressive animals (banned Category 1 and 2 dogs) and "new pets" are not accepted.

INTERNAL REGULATIONS

In order to facilitate the stay of all our Customers, internal regulations are available at the reception of each of our sites. We kindly request our Customers to familiarise themselves with and respect these regulations. In the case of the obvious non-respect of these regulations, the Site Manager may impose penalties up to the termination of the contract.

LOSS, THEFT, DAMAGE

CAMPING DE L'ÉTANG DE FOUCHÉ accepts no liability in cases of theft and damage to the personal effects both within the accommodation as well as in the common areas. CAMPING DE L'ÉTANG DE FOUCHÉ cannot be held liable in the event of theft or damage to the Customer's personal effects except in the event of proven failure by the campsite in its contractual obligations. It is also recalled that the car parks are not guarded and that the parking is therefore at the risk and peril of the Customer. CAMPING DE L'ÉTANG DE FOUCHÉ also disclaims all liability in the event of an incident involving the civil liability of the Customer.

PERSONAL DATA

Customers' personal data is collected and processed by HUTTOPIA SA which acts on behalf of these subsidiaries. Certain data are essential to manage the booking of the Customer's stay and will also be used to send information and / or promotional offers.

In accordance with Article 40 of the Law No. 78-17 of 6 January 1978, known as the "Data Processing and Civil Liberties Law", the Customer has the right to access, amend, rectify and delete his/her personal data. To exercise this right, please send us an email, clearly specifying your name, first name, address and your customer account number where applicable to:

HUTTOPIA SA / Service Marketing

Route du Chapoly, 69290 Saint Genis les Ollières, France

Contact: +33 4 37 64 22 33

FORCE MAJEURE

Any circumstances beyond the control of the parties preventing the normal execution of their obligations shall be regarded as grounds for exemption from the parties' obligations and shall lead to their suspension.

The party invoking the circumstances referred to above shall immediately notify the other party of their occurrence and of their disappearance.

All acts or circumstances that are irresistible, external to the parties, unforeseeable, inevitable, independent of the will of the parties and which cannot be prevented by the parties, in spite of all reasonably possible efforts, shall be considered as cases of force majeure. Expressly, the following force majeure or unforeseeable circumstances are considered, in addition to those usually adopted by the jurisprudence of the French courts and tribunals: storms, floods, lightning, earthquakes, fires, shut-down of telecommunication networks or difficulties specific to Telecommunication networks external to the Customer's, blockages in the means of transport or supplies.

The parties will come together to examine the impact of the event and to agree on the conditions under which the performance of the contract will be continued.

If the case of force majeure has a duration of more than three weeks the contracts of hiring of pitches and accommodation will be cancelled by right.

PARTIAL NON-VALIDATION

If any provision of these Terms and Conditions is held to be invalid or declared to be invalid or unenforceable by law, a regulation or as a result of a final decision of a court of competent jurisdiction, the other stipulations will maintain their full force and scope.

NON-RENUNCIATION

The fact that one party does not exploit a failure by the other party to any of the obligations referred to in these general conditions may not be interpreted in the future as a waiver of the obligation in question.

LANGUAGE OF CONTRACT

These general conditions of sale are written in French. Should they be translated into one or more foreign languages, only the French text shall prevail in the event of a dispute.

MEDIATION

In the event of any dispute arising in connection with the validity, interpretation, performance or non-performance, modification or termination of the Contract, the Customer and CAMPING DE L'ÉTANG DE FOUCHÉ shall endeavour to reach an amicable solution.

To this end, the Customer shall send his/her complaint by registered mail with acknowledgement of receipt to HUTTOPIA SA - Customers Relations Department, Rue du Chapoly, 69290 Saint Genis les Ollières or to the following address: service-clients@huttofia.com within the time limit one month after the stay.

In the absence of a response considered to be adequate by the Customer or by CAMPING DE L'ÉTANG DE FOUCHÉ to a complaint formulated according to the above conditions, the most diligent party will submit the dispute to MEDICYS, a mediation body set up by the National Chamber of Bailiffs. For the complete information of the Customer, it is indicated that the use of MEDICYS is a free procedure for him/her, even if the initiative came from him/her.

For more information about MEDICYS: <http://www.medicys.fr/>

In the event that mediation fails, the Customer and CAMPING DE L'ÉTANG DE FOUCHÉ may refer the case to the competent French court.

APPLICABLE LAW

These general conditions are subject to the application of French law. This is true of the substantive rules as well as the rules of form. In case of dispute or complaint, the Customer will turn to CAMPING DE L'ÉTANG DE FOUCHÉ in the first instance to obtain an amicable resolution.