

General sales terms and conditions

CAMPING VILLAGE DE LA GUYONNIÈRE *****

2023



village de
la **guyonnière**
CAMPING VENDÉE ★★★★★

Table of contents

| | | |
|----------|---|---------------|
| 1 | BOOKING sales conditions: | - 4 - |
| 2 | Your ACCOMMODATION stay | - 5 - |
| 2.1 | Conditions | - 5 - |
| 2.2 | Terms of payment for an ACCOMMODATION STAY | - 5 - |
| 2.3 | Noncompliance with payment terms | - 6 - |
| 3 | Your stay on a PITCH | - 6 - |
| 3.1 | Conditions | - 6 - |
| 3.2 | Terms of payment for a stay on a PITCH | - 6 - |
| 3.3 | Noncompliance with payment terms | - 7 - |
| 4 | Prices and Tourist tax | - 7 - |
| 5 | Delay of stay | - 7 - |
| 6 | Interruption of stay | - 7 - |
| 7 | Modification of stay | - 7 - |
| 7.1 | Dates or number of people | - 7 - |
| 7.2 | Stay duration | - 8 - |
| 7.2.1 | Increase of the stay duration | - 8 - |
| 7.2.2 | Decrease of the stay duration before your arrival | - 8 - |
| 7.2.3 | Decrease of the stay duration on site | - 8 - |
| 7.3 | <u>Accommodation type</u> | T- 8 - |
| 8 | Cancellation of the stay : | - 8 - |

| | |
|--|---------------|
| 8.1 From the guest : | - 8 - |
| 8.1.1 WITHOUT Cancellation option | - 8 - |
| 8.1.2 WITH Cancellation option | - 8 - |
| 8.2 From the campsite..... | - 9 - |
| 8.2.1 Excluding force majeure..... | - 9 - |
| 8.2.2 In case of force majeure..... | - 9 - |
| 9 Minors : | - 9 - |
| 10 Visitors : | - 10 - |
| 11 Guest responsibility : | - 10 - |
| 12 Pets : | - 10 - |
| 13 Campsite rules : | - 10 - |
| 14 Right of withdrawal | - 10 - |
| 15 Data protection : | - 11 - |
| 16 Intellectual property : | - 11 - |
| 17 Image right : | - 11 - |
| 18 Law application - Language : | - 11 - |
| 19 Litigation - Mediation..... | - 12 - |

1 BOOKING sales conditions:

General terms and conditions are freely available on our website: www.camping-guyonniere.com and also sent by e-mail as soon as the booking has been made.

They are automatically considered to be accepted by the customer as soon as the first payment of **20%** of the total amount (and the cancellation option if subscribed) is registered by the campsite.

The definitive decision about the confirmation of a booking is taken by the campsite. You will receive your confirmation document and detailed bill by email after receipt of the deposit.

The booking confirmation is nominative; however, it can be transferred to a family member or friends with the authorization of the campsite. You can make your request by writing to the following address: info@laguyonniere.com.

The pitches and accommodations are only rented to members of the same family unit (parents + children + grand-parents).

Pitches and accommodations are rented by name and may not be sublet under any circumstances without the agreement of the campsite management.

Only the information given at the time of the booking is contractual (notably the number of people and their identity). We refuse access to families arriving with a number of people larger than the capacity of the rented pitch/accommodation (including babies and children). **Only the persons listed in the booking are allowed to stay at the campsite.**

The final allocation of the pitch is assigned by the campsite and will be known on the day of arrival. The campsite, under no circumstances, guarantees a requested pitch number for bookings made after 11/09/2022 and during the opening of bookings for the following season. However, the campsite takes into account your wishes and preferences (e.g. close to the swimming pool, shady pitch, away from the entertainment, etc.), but reserves the right to make changes in order to optimize the planning.

The indicated rates are subject to change. The campsite reserves the right to modify the rates at any time. Stays will be invoiced based on the active rates of the day you make the reservation. And under the conditions of availability. We recommend that you contact the campsite directly for the current prices.

Discounts are only applicable during the promotional period and cannot be accumulated.

The estimates sent are valid for 10 days from the date indicated on the estimate.

2 Your ACCOMMODATION stay

2.1 Conditions

Our rentals are fully equipped, including: crockery, garden set, microwave, blankets, pillows etc. Bed linen and towels are not included unless specified. You can rent them on site (subject to availability). Only the following accommodations are equipped with a TV: The Safari Lodge PREMIUM, Zen PREMIUM, Cottages, Chalet 36m² and 60m²

The holidaymakers will be given their key between 4.00 pm and 6.00 pm in low season / between 4.00 pm and 8.00 pm in high season. The reception team randomly receives the keys between these times. If the accommodation is not ready when you arrive, you can still be given the campsite wristbands. The reception team informs you by telephone when the rental is ready. If you choose to arrive before the arrival times, you may not be able to occupy the accommodation right away: you cannot, under any circumstances, claim the key before the arrival times.

No deposit will be required on arrival. However, on your departure, your rental property must be in perfect cleanliness and in general in very good condition, this includes not leaving any food in the cupboards nor fridge, to throw away your trash bags, and to leave the rented linen on a pile on the floor. **On the day of your departure, you must leave the property before 10am, or an extra night will be charged.** You must hand over the keys to the staff at reception or in the mail box, front of the reception. Of course, we count on your understanding and honesty.

If our cleaning staff realizes that you have not cleaned the accommodation before leaving, a cleaning fee of at least €100 incl. VAT will be charged after your departure, to pay within 7 days.

If any damage is found in or around the rental property after your departure, quotes will be given to you, transmitted for settlement of repairs, with the support of the competent authorities.

In case of a late arrival, please contact us by phone at +33 (0)2 51 46 62 59. Reception desk is open till 6.00 pm during low season and 8.00 pm during high season. Once the reception is closed, the key will be collected from that bar. If you arrive later than 10 pm, you are not able to enter the site with your vehicle.

2.2 Terms of payment for an ACCOMMODATION STAY

At the reservation, we require a **first payment of 20% of the total amount**, plus the cancellation option cost (when subscribed) and the booking fees of €20. You have within 7 days to proceed.

The balance of your stay has to be paid 4 weeks before arrival. To do so, you will receive an automatic e-mail.

You may proceed:

- By Credit Card:

On our website: <http://thelisresa.webcamp.fr/?camping=guyonniere>, on the booking page, in the block: "Find your reservation" enter your Name and Reservation number O2021..., then you have to enter the amount and your credit card details. **By phone:** +33 (0)2 51 46 62 59

- By Bank transfer: CIC Ouest: IBAN: FR7630047142750004160870157, BIC : CMCIFRPP

2.3 Noncompliance with payment terms

In the event of non-payment of the balance by the guest, at the latest 30 days before the start of the stay, the campsite reserves the right to cancel the reservation and to offer the accommodation for sale again.

3 Your stay on a PITCH

3.1 Conditions

The base price includes 2 persons, electricity 10A, 1 vehicle, 1 tent, caravan or motorhome. You can access the pitch from 2.00 pm on the day of arrival.

A maximum of 6 persons of the same family unit is allowed on a pitch.

In case of a late arrival, please contact us. Reception desk is open till 6.00 pm during low season and 8.00 pm during high season. Once the reception is closed, you can get information from the bar staff. If you arrive later than 10 pm, you are not able to enter the site with your vehicle so you have to spend the night on the car park (an electrical connection is available). The gates open at 8.00 am.

Any departure after noon will be charged 1 extra night.

3.2 Terms of payment for a stay on a PITCH

At the reservation, we require a first payment of 20% of the total amount, plus the cancellation option cost (when subscribed) and the booking fees of €20. You have within 7 days to proceed.

The balance of your stay has to be paid 4 weeks before arrival. To do so, you will receive an automatic e-mail.

You may proceed:

- By Credit Card:

On our website: <http://thelisresa.webcamp.fr/?camping=guyonniere>, on the booking page, in the block: "Find your reservation" enter your Name and Reservation number O2021..., then you have to enter the amount and your credit card details. **By phone:** +33 (0)2 51 46 62 59

- By Bank transfer: CIC Ouest: IBAN: FR7630047142750004160870157, BIC : CMCIFRPP

3.3 Noncompliance with payment terms

In the event of non-payment of the balance by the guest, at the latest 30 days before the start of the stay, the campsite reserves the right to cancel the reservation and to offer the accommodation for sale again.

4 Prices and Tourist tax

The prices indicated are valid for the 2023 Season. They are in Euros and include VAT. The prices take into account any discounts that may be granted on the website www.camping-guyonniere.com. These prices are firm and not subject to revision during their period of validity, as indicated on the website, the campsite reserving the right, outside this period of validity, to modify the prices at any time according to supply and demand.

No brochure / website is free from error. Please verify the prices at the time of booking. Only the prices mentioned on your invoice are contractual.

The tourist tax, collected on behalf of the municipality of Saint Julien des Landes, is not included in our rates. This amount is determined per person over 18 years and per day and varies according to the destination. Guests must pay the tourist tax directly to the campsite (0.66 € per day and per person over 18 years old - rate based on 2023) from May 1st to September 30th.

5 Delay of stay

No reductions or refunds will be agreed for late arrivals, early departures or changes in the number of people (either for all or part of the planned stay).

NO SHOW : If you do not show up on the day of your arrival, and without any news from you, after 24 hours, your stay will be cancelled and the amount already paid will be retained by the campsite.

6 Interruption of stay

If for any reason you have to interrupt your stay, the total amount already paid remains due to the campsite. Early departure will not give rise to any reimbursement from the campsite.

7 Modification of stay

7.1 Dates or number of people

In the event of a change of dates or number of persons WITHOUT CHANGING THE DURATION OF THE STAY. The client can make their request by writing to the following address: info@laguyonniere.com. The client will have to pay a fixed sum of 100€.

7.2 Stay duration

7.2.1 Increase of the stay duration

When a guest wishes to increase the duration of his stay, his request must be made by e-mail to the following address: info@laguyonniere.com. It will be agreed according to availability and the current rates, WITHOUT ADDITIONAL CHARGE.

7.2.2 Decrease of the stay duration before your arrival

In the event of a request to reduce the length of stay, the client must make his request in writing to the following address: info@laguyonniere.com. The campsite will do its best to accommodate the client's request. No refund will be made after the requested change, the amount of the initial reservation will remain the same except for the options taken.

7.2.1 Decrease of the stay duration on site

Early departures are permitted and must be reported to reception at the time of departure. However, no refund will be made.

7.3 Stay duration

In the event of a change in the type of pitch, the campsite will do its utmost to accept requests for changes depending on availability:

If the accommodation is of a higher standard, the guest will have to pay the additional cost (i.e. the difference between the two rates).

If the accommodation is of a lower range, no refund can be claimed, the guest will have to pay the price of the range initially booked.

8 Cancellation of the stay :

8.1 From the guest :

8.1.1 WITHOUT Cancellation option

In case of cancellation of the Reservation by the Guest, this must be done by e-mail to the following address: info@laguyonniere.com. After its acceptance by the Campsite, for any reason whatsoever except force majeure (= as defined in the paragraph CONDITIONS OF CANCELLATION OF STAY BY THE CAMPSITE), the amount paid will be automatically acquired by the Campsite and will not give rise to any refund.

8.1.2 WITH Cancellation option

Cancellation option is OPTIONAL

€17.00/night for rentals and €12.00/night for pitches.

It has to be paid with the deposit when booking. It is not possible to subscribe to it after the 7-day withdrawal period (from the day of booking).

The guarantee takes effect as soon as the cancellation option is taken out and ends the day before arrival.

The cancellation option covers all cancellation reasons/cases.

A written proof might be required.

Cancellation fees: In addition to the 20€ booking fee and the total amount of the cancellation option (12€ to 17€ per night depending on your booking), the following will be retained:

- 30% of the amount already paid when you cancel between 30 and 21 days before the arrival date ;
- 50 % of the total amount of the stay when you cancel between 20 and 8 days before the arrival date ;
- 80 % of the total amount of the stay when you cancel between 7 days and 1 day before the arrival date ;
- 100 % of the total amount of the stay on the day of arrival.

Example: you have paid all your stay : 1100€ + 20€ booking fee + 119€ cancellation option and you wish to cancel your stay 28 days before the planned arrival date:

The campsite retains 20€ of booking fees + 119€ of cancellation option + 30% of the total amount of the stay (excluding options, insurance and booking fees).

- 30% of 1100€ is 330€; therefore 1100€ minus 330€ => You will be refunded 770€.

8.2 From the campsite

8.2.1 Excluding force majeure

In the event of cancellation by the campsite, the guest's stay will be fully refunded of the amount paid at the time of cancellation. However, this cancellation cannot give rise to the payment of damages.

8.2.2 In case of force majeure

Force majeure is defined as an unforeseeable, irresistible event external to the persons concerned, such as :

- Natural disasters
- Fire,

The campsite will refer to and apply the requirements of the French authorities. Under no circumstances may this cancellation give rise to damages payment.

9 Minors :

Minors must be accompanied by their parents or legal guardians.

10 Visitors :

Day and night visitors are forbidden during the months of July and August.

During the months of May, June and September, AFTER THE MANAGEMENT AGREEMENT, if the number of people is different from the one initially planned, at arrival or during the stay, an extra cost of €12/person/day or night will be applied, whatever the age (+ tourist tax if applicable). We refuse access to families arriving with a number of people larger than the capacity of the rented pitch/accommodation (including babies and children). Under no circumstances are visitors of any age allowed access to our water facilities such as the pool area.

11 Guest responsibility :

The Guest accommodated on a pitch or in an accommodation must be insured for civil liability. A certificate of insurance may be requested from the Guest before the start of the service.

The management and employees of Camping the Village de la Guyonniere cannot be held responsible for lost objects, accidents, injuries or damage that may occur to holidaymakers or their property during their stay.

Each tenant in title is responsible for any disturbances and nuisances caused by persons staying with or visiting him (reminder: visitors are only allowed in low season, subject to acceptance by the campsite management). The management reserves the right to exclude from the campsite any family that does not respect the internal regulations. No refund can be claimed.

12 Pets :

Dogs are allowed on touring pitches (if declared on the reservation) but **MUST** be kept on a leash. They are not allowed by the swimming pools, neither in the indoor spaces. Their health record and certificate of vaccination must be provided and are mandatory. The extra cost is €4/night/animal.

They are not allowed in our rental accommodations.

13 Campsite rules :

The booking confirmation is subject to the acceptance and respect of the campsite's rules and the General Sales Conditions. All guests must comply with them.

The rules of procedure are displayed at the entrance of the establishment and are communicated to the guest on the day of arrival in the welcome booklet. The Guest has to read them and to respect them.

14 No right of withdrawal

The campsite offers its customers a **7-day withdrawal period** from the day of booking. After this period, no refund can be claimed, the amount paid remains due to the campsite.

- ➔ Special cases for last-minute bookings: made 4 weeks or less before arrival for rentals / made 2 weeks or less before arrival for pitches. In these two cases, the total amount of the stay is due as soon as the reservation is made. No withdrawal period can be applied.

15 Data protection :

The information that you give us when you place your order will not be transmitted to any third party. This information will be considered as confidential and will be kept for 5 years. It will only be used by the campsite's internal services to process your current order and any future orders, and to strengthen and personalize communication and the offer of services reserved for customers. **In accordance with the GDPR law, you have the right to access, rectify and oppose any personal data.** To do so, send us a request by e-mail to info@laguyonniere.com, once your stay is over.

16 Intellectual property :

The content of the website www.camping-guyonniere.com is the property of the campsite and is protected by French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an infringement of copyright. In addition, the Campsite retains ownership of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Customer) with a view to providing the Services to the Customer. The Guest is therefore prohibited from reproducing or exploiting the said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Campsite, which may make it conditional on a financial consideration.

17 Image right :

You authorize the campsite, as well as any person that the campsite would hire, **to photograph, record or film you during your stay and to use the said images, sounds, videos and recordings on all media** (in particular on websites or Internet pages - including social networks - on presentation and promotional material for the campsite and in travel or tourist guides). This authorization applies both to you and to the people staying with you. Its sole purpose is to ensure the promotion and entertainment of the campsite and may in no way damage your reputation. This authorization is granted free of charge, for all countries.

The guest is informed that it is up to him/her to inform the campsite in writing, upon arrival at the reception, of any opposition to this practice.

18 Law application - Language :

The present 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.

19 Litigation - Mediation

Any complaint concerning the non-conformity of the services in relation to the contractual commitments may be reported by post or e-mail to Camping Village de la Guyonnière: info@laguyonniere.com

In accordance with the provisions of the Consumer Code concerning "the mediation process for consumer disputes", the customer has the right to have recourse free of charge to the mediation service offered by SARL Camping Village de la Guyonnière. The "consumer law" mediator thus proposed is:

CM2C

14 rue Saint Jean

75017 PARIS



village de
la **guyonnière**
CAMPING VENDÉE ★★★★★