



## GENERAL TERMS AND CONDITIONS OF SALE

### **DEFINITIONS :**

**ORDER or RESERVATION or RENTAL:** Purchase of Services.

**SERVICES:** Rental accommodation or pitch.

**ACCOMMODATION:** Tent, caravan, mobile leisure residence and light leisure accommodation.

### **ARTICLE 1 - SCOPE OF APPLICATION**

The present General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or pitch on the grounds of CAMPING SUHIBERRY operated by Audrey OLAIZOLA and Jon Patxi MAILLO ('the Service Provider') to non-professional clients ('the Clients or the Client') on its website [www.campingsuhiberry.com](http://www.campingsuhiberry.com).

The main characteristics of the Services are presented on the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com).

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

The contact details of the Provider are as follows:

CAMPING SUHIBERRY  
1575 route de Socoa  
64122 URRUGNE

These conditions apply to the exclusion of all other conditions, 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 will prevail, where applicable, over any other version or any other contractual document.

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 Client.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right to access, rectify and object to all his personal data at any time by writing, by post and providing proof of his identity, to :

[info@campingsuhiberry.com](mailto:info@campingsuhiberry.com)

The Customer declares that he has read these General Terms and Conditions of Sale and has accepted them 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 website [www.campingsuhiberry.com](http://www.campingsuhiberry.com).

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

## **ARTICLE 2 - RESERVATIONS**

The Client selects on the site the services he wishes to order, according to the following terms and conditions:

The customer simulates and clicks on "search" his stay on the web page [www.campingsuhiberry.com](http://www.campingsuhiberry.com), then confirms his booking on "I book this stay".

The following stage will be devoted to entering the persons of the stay, according to age and selecting the options, "validate my order", then "validate the summary of my order" to move on to the next stage.

The customer must fill in his contact details in the contact details section before "validating and paying".

Finally, the customer can click on "finish my order" to access the credit card payment after having read and accepted the general terms and conditions of sale.

It is the Customer's responsibility to check the accuracy of the Order and to immediately report any error. The Order shall only be considered final once the Service Provider has sent the Client confirmation of acceptance of the Order by e-mail.

Any Order placed on the [www.campingsuhiberry.com](http://www.campingsuhiberry.com) website constitutes the formation of a contract concluded at a distance between the Client and the Service Provider.

All Orders are nominative and may not, under any circumstances, be transferred.

## **ARTICLE 3 - TARIFFS**

The Services offered by the Service Provider are provided at the prices in force on the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com), when the Service Provider places an order. Prices are expressed in Euros, excluding VAT and all taxes.

The rates take into account any discounts that may be granted by the Service Provider on the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com).

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com), the Service Provider reserving the right, outside this period of validity, to modify the prices at any time.

They do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com) and calculated prior to placing 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 Service Provider and given to the Client when the Services ordered are provided.

### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the Basque Country Urban Community, is not included in the rates. The amount is per person and per day and varies according to the destination. It must be paid at the time of booking.

## **ARTICLE 4 - TERMS OF PAYMENT**

### **4.1. ACCOUNT**

A deposit corresponding to 25% of the total price for the supply of the Services ordered is required when the Client places the order. It must be paid upon receipt of the rental contract and enclosed with the copy to be returned. It will be deducted from the amount of the fees but will not be refunded by the Service Provider in the event of cancellation less than 30 days prior to the scheduled arrival date (except in cases of force majeure and exceptional derogations provided for in paragraphs 6.3.2 and 6.3.3).

The balance of the stay must be paid in full 30 days before the date of arrival (under penalty of cancellation of this mobile home rental). The balance of the stay must be paid in full on the day of arrival for tent, caravan or camper van pitches.
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### **4.2. PAYMENTS**

Payments made by the Client will only be considered final once the Service Provider has actually received the sums due.

### **4.3. NON-COMPLIANCE WITH PAYMENT CONDITIONS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the performance of its obligations.

### **4.4. MEANS OF PAYMENT**

No additional costs, in excess of the costs incurred by the Service Provider for the use of a means of payment may be charged to the Client.

## **ARTICLE 5 - PROVISION OF SERVICES**

### **5.1. PROVISION AND USE OF THE SERVICES**

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

The pitch may be occupied from 2 p.m. on the day of arrival and must be vacated before 12 noon on the day of departure.

The accommodation and pitches are intended for a specific number of occupants and may not be occupied by more than a certain number of people.

Accommodation and pitches will be returned in the same state of cleanliness as on delivery.

Failing this, the tenant will have to pay a lump sum of 55 € for cleaning. Any damage to the accommodation or its accessories will be immediately repaired at the tenant's expense. The inventory at the end of the rental period must be strictly identical to that at the beginning of the rental period.

### **5.2. SECURITY DEPOSIT**

For accommodation rentals, a security deposit of 300 € is required from the tenant on the day of handing over the keys and is returned to him on the day of the end of the rental period after deduction of any restoration costs.

This deposit does not constitute a limit of liability.

## **ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CLIENT**

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

### **6.1. MODIFICATION**

In the event of a change in dates or number of persons, the Service Provider will endeavour to accept requests for date changes as far as possible within the limits of availability, and without additional costs.

Any request to reduce the length of the stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by article 6.3.

### **6.2. INTERRUPTION**

Premature departure will not give rise to any reimbursement on the part of the latter.

### **6.3. CANCELLATION**

**6.3.1** In the event of cancellation of the Reservation by the Client after its acceptance by the Service Provider less than 30 days before the date scheduled for the reserved Rental, for any reason whatsoever except for force majeure, the deposit paid on Reservation, as defined in Article 4 - **TERMS OF PAYMENT** of these General Terms and **Conditions of Sale**, will be automatically acquired by the Service Provider, by way of compensation for termination, and may not give rise to any reimbursement whatsoever.

In all cases of cancellation, the Service Provider will retain the processing and management fees (article 3).

**6.3.2** By way of derogation from paragraph 6.3.1, and within the framework of a Cancellation Insurance that the client may take out when making a reservation, cancellation will be made without compensation for cancellation within the limits of the Cancellation Insurance contract and in accordance with the general terms and conditions of the insurer (Gritchen Toledo & Associés - Insurance Brokerage Company HEAD OFFICE: 27 Rue Charles Durand - CS 70139 - 18021 BOURGES Cedex - France ORIAS 15000426 - www.orias.fr - SIRET 807 925 441 00014). The processing and management fees (article 3) will nevertheless remain the property of the Service Provider.

The Client must imperatively justify the event giving rise to the right to cancellation without compensation for termination.

**6.3.3** Notwithstanding paragraph 6.3.1, in the event that the Client is forced to cancel the entire holiday due to government measures that do not allow participants to move (local confinement, travel ban), even though the campsite is able to fulfil its obligation and accommodate them, the Service Provider will issue a credit note corresponding to the sums paid by the Client, less the processing and management fees (article 3) which will remain acquired by the Service Provider.

This non-refundable and non-transferable credit note will be valid for 18 months.

## **ARTICLE 7 - RESPONSIBILITY OF THE CLIENT**

### **7.1. CIVIL LIABILITY**

The Client hosted on a pitch or in an accommodation must be compulsorily insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

## **7.2. ANIMALS**

Pets are accepted, under the responsibility of their owners (except for mobile home rentals).

Pets are accepted subject to the packages available from the Service Provider and payable on site.

<sup>1st</sup> and <sup>2nd</sup> category dogs, as defined by article L 211-12 of the rural and sea fishing code, are forbidden.

## **7.3. RULES OF PROCEDURE**

A set of internal rules is posted at the entrance of the establishment and at reception. The Client is required to read and respect them.

## **ARTICLE 8 - LIABILITY OF THE PROVIDER - GUARANTEE**

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

In order to assert its rights, the Client must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum period of 7 days from the provision of the Services.

The Service Provider will refund or rectify or have rectified (to the extent possible) the services deemed to be defective as soon as possible and no later than 30 days after the Service Provider has discovered the defect or fault. Reimbursement will be made by crediting the Client's bank account or by bank cheque sent to the Client.

The Service Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client and the Service Provider shall not be considered liable or in default for any delay or nonperformance resulting from the occurrence of a case of force majeure usually recognised by French case law.

The Services provided through the Service Provider's website [www.campingsuhiberry.com](http://www.campingsuhiberry.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 selling.

## **ARTICLE 10 - PROTECTION OF PERSONAL DATA**

The Service Provider, who is the author of the present document, processes personal data with a legal basis:

- Or the legitimate interest pursued by the Service Provider when it pursues the following purposes:
  - canvassing
  - management of the relationship with its customers and prospects,
  - the organisation, registration and invitation to events of the Service Provider,
  - processing, execution, prospecting, production, management, follow-up of customer requests and files,
  - the drafting of deeds on behalf of its clients.

- Or the respect of legal and regulatory obligations when it implements a processing operation whose purpose is :
  - the prevention of money laundering and terrorist financing and the fight against corruption,
  - invoicing,
  - accounting.

The Service Provider shall only keep the data for the time necessary for the operations for which it was collected and in compliance with the regulations in force.

In this respect, customer data is retained 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.

With regard to the prevention of money laundering and the financing of terrorism, the data is kept 5 years after the end of the relationship with the Service Provider. In terms of accounting, they are kept for 10 years after the end of the financial year.

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

The data processed is intended for the Service Provider's authorised persons.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, natural persons have the right to access, rectify, query, limit, transfer and delete data concerning them.

The persons concerned by the processing operations implemented also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as a legal basis the legitimate interest of the Service Provider, as well as the right to object to commercial prospecting.

They also have the right to lay down general and specific directives defining the manner in which they intend to exercise the above-mentioned rights after their death.

- by e-mail to the following address: [info@campingsuhiberry.com](mailto:info@campingsuhiberry.com),
- or by post to the following address: SARL CAMPING SUHIBERRY- 1575 route de Socoa-64122 URRUGNE accompanied by a copy of a signed identity document. The persons concerned have the right to lodge a complaint with the CNIL.

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website [www.campingsuhiberry.com](http://www.campingsuhiberry.com) is the property of the Service Provider and its partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an offence of counterfeiting.

In addition, the Service Provider remains the owner of all intellectual property rights in photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the Client's request) for the purpose of providing the Services to the Client. The Client is therefore prohibited from reproducing or exploiting the said studies, drawings, models and prototypes, etc, without the express, written and

prior authorisation of the Service Provider, which may make such authorisation subject to a financial consideration.

## **ARTICLE 12 - APPLICABLE LAW - LANGUAGE**

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

These 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.

## **ARTICLE 13 - DISPUTES**

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

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

In particular, they can have recourse free of charge to the Consumer Ombudsman, after contacting the establishment's customer service department and within 3 months of receiving a written complaint from the operator, via LRAR.

The contact details of the mediator who may be contacted by the customer are as follows:

Bayonne Médiation- association loi 1901 - 32 rue du Hameau, 64200 BIARRITZ - Tél. 06 79 59 83 38 - [bayonnedmediation.consommation@gmail.com](mailto:bayonnedmediation.consommation@gmail.com)

## **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges having been informed, prior to placing his Order, in a legible and comprehensible manner, of these General Terms and Conditions of Sale and of all the information and details referred to in Articles L 111-1 to L 111-7 of the French Consumer Code, in addition to the information required pursuant to the Order of 22 October 2008 relating to the prior information of the consumer on the characteristics of rental accommodation in open-air hotels 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 Service Provider, its postal, telephone and electronic contact details, and its activities, if not apparent from the context;
- information relating to legal and contractual guarantees and the arrangements for their implementation; the functionalities of digital content and, where appropriate, its interoperability ;
- the possibility of resorting to conventional mediation in the event of a dispute;
- information about, and terms of termination and other important contractual conditions.

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