

# Booking of accommodation or "tourism" pitches by individuals

## Service Provider Contact Information:

- Camping Le Pessac, SAS, R.C.S CASTRES 834 439 986
- 14 Quartier de Pessac 81570 VIELMUR-SUR-AGOUT
- Tel.: 05 63 74 30 24, info@camping-lepessac.com, <https://camping-lepessac.com/>

## DEFINITIONS:

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

**SERVICES:** Seasonal rental of accommodation or bare "tourism" pitches.

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

## ARTICLE 1 – SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to all accommodation or bare pitch rentals at Camping Le Pessac, operated by François HERNANDEZ, CEO, and Florence AUVRAY, Director ("the Service Provider"), for non-professional clients ("the Clients" or "the Client"), whether through its website <https://camping-lepessac.com/>, by telephone, postal mail, email, or at a location where the Service Provider markets its Services. These conditions do not apply to pitches intended for mobile leisure homes (mobile homes), which are subject to a "leisure" contract.

The main characteristics of the Services are presented on the website <https://camping-lepessac.com/> or on written media - paper or electronic - in case of booking through means other than online ordering. The Client must review them before placing any order. The choice and purchase of a Service are the sole responsibility of the Client.

These General Terms and Conditions of Sale apply to the exclusion of all other conditions of the Service Provider, particularly those applicable through other sales channels. They are accessible at any time on the website and shall prevail over any other version or contractual document. The version applicable to the Client is the one in effect on the website or communicated by the Service Provider at the time of the Client's Order. Unless proven otherwise, 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 Data Protection Act and the European General Data Protection Regulation, the Client has the right at any time to access, rectify, and oppose the processing of their personal data if it is not essential for the execution of the order, stay, and its follow-up. Requests must be made in writing, providing proof of identity, to:

Camping Le Pessac  
14 Quartier de Pessac  
81570 VIELMUR-SUR-AGOUT

The Client declares having read and accepted these General Terms and Conditions of Sale by checking the box provided before placing an online Order or by any other appropriate means in case of an offline booking.

## ARTICLE 2 – BOOKINGS

The Client selects the desired services on the website or fills in any document provided by the Service Provider, including date selection, type of stay, desired options, participant registration, and choice of deposit payment method (or full payment if booking within 30 days of arrival).

The Client must verify the accuracy of the Order and immediately notify the Service Provider of any errors. The Order is considered final only after the Client receives confirmation of acceptance from the Service Provider, either by email, postal mail, or by signing the contract for direct bookings.

Any Order placed on the website <https://camping-lepessac.com/> constitutes a contract between the Client and the Service Provider. Orders are personal and cannot be transferred.

### **ARTICLE 3 – PRICES**

The Services are provided at the rates in effect on the website <https://camping-lepessac.com/> or any Service Provider information medium at the time of the Client's order. Prices are in Euros, excluding and including taxes.

Rates consider any discounts granted by the Service Provider on the website or other communication media. These prices are firm and non-revisable during their validity period, as indicated on the website, email, or written proposal sent to the Client. Beyond this period, the offer is void, and the Service Provider is no longer bound by the prices.

Processing and management fees apply to online reservations: €2 per stay for a pitch and €6 per stay for rental accommodation. For on-site, phone, or mail bookings requiring contract issuance, management fees of €10 apply.

The amount requested from the Client corresponds to the total purchase price, including these fees. An invoice is issued by the Seller and provided to the Client upon final payment.

#### **3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality/community, is not included in the rates. It is determined per person per day and varies depending on the destination. It must be paid when settling the Service fee and is itemised separately on the invoice.

### **ARTICLE 4 – PAYMENT TERMS**

#### **4.1. DEPOSIT**

Advance payments are deposits, serving as part-payment towards the total amount due. A deposit of 30% of the total Service price is required upon booking. It must be paid upon receipt of the final rental contract and attached to the returned copy. This amount is deducted from the total order value.

The deposit is non-refundable if the Client cancels the stay less than 60 days before the scheduled arrival date (except in cases provided for in Article 6.4 of these terms).

The remaining balance must be fully paid:

- 30 days before arrival (failing which, the booking will be cancelled)
- No later than the day before departure for camping pitches.

#### **4.2. PAYMENTS**

Client payments are considered final only after the Service Provider has received the full amounts due. Late payment will result in the immediate demand for all outstanding amounts, without prejudice to any other legal action.

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

The Service Provider reserves the right to suspend or cancel the provision of Services if payment conditions are not met.

### **ARTICLE 5 – SERVICE DELIVERY**

#### **5.1. AVAILABILITY AND USE OF SERVICES**

-For accommodation: it may be occupied from 4 p.m. on the day of arrival and must be vacated by 10 a.m. at the latest on the day of departure.

The balance of the stay must be paid in full:

- 30 days before the arrival date (otherwise the rental will be cancelled).

-For the pitch: it may be occupied from 3 p.m. on the day of arrival and must be vacated by 12 p.m. at the latest on the day of departure.

The balance of the stay must be paid in full

- 30 days before the date of arrival (otherwise the rental will be cancelled)
- or on the day of arrival for all arrivals on site, without prior reservation.

Any delay must be notified to us by telephone before 7 p.m.; no arrivals will be accepted after 10 p.m.

The accommodation and pitches are designed for a specific number of occupants and may under no circumstances be occupied by a greater number of people.

For safety and insurance reasons, the number of occupants may not exceed the capacity specified for the type of accommodation or pitch booked, including newborn babies. If, on your arrival, we find that the maximum capacity of the accommodation or pitch reserved has been exceeded, we reserve the right to refuse you access to the accommodation or pitch reserved, without refund of the price of your stay.

The accommodation and pitches must be returned in the same state of cleanliness as when delivered. If this is not the case, the tenant will have to pay a lump sum of between €40 and €105 for cleaning, depending on the accommodation. 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 security deposit ranging from €200 to €400, depending on the type of rental, is required from the Client on the day the keys are handed over, via a bank card imprint. This will be returned to the Client at the end of their stay, at the latest within eight days of departure. However, we reserve the right to retain part or all of the deposit in case of damage to the accommodation, its contents, or any equipment on the campsite.

A cleaning deposit will also be required, ranging from €40 to €105, depending on the type of rental.

For pitches, a security deposit of €50 is required from the Client on the day of arrival for the rental of a refrigerator. This deposit does not constitute a limit of liability.

**ARTICLE 6 – DELAY, INTERRUPTION, OR CANCELLATION OF STAY BY THE CLIENT** No discount will be granted in the event of a delayed arrival, an early departure, or a modification in the number of people (for the whole or part of the planned stay).

**6.1. MODIFICATION** In the event of a modification of dates or number of people, the Provider will endeavour to accommodate date modification requests within availability limits, without prejudice to any additional costs. This remains a best-effort obligation, and the Provider cannot guarantee the availability of a pitch, accommodation, or alternative date. A price supplement may be requested in such cases.

Any request to shorten the duration of the stay will be considered by the Provider as a partial cancellation, subject to the consequences outlined in Article 6.3.

**6.2. INTERRUPTION** An early departure will not give rise to any refund from the Provider.

### **6.3. CANCELLATION**

- For any stay cancelled more than 30 days before the arrival date, all amounts paid will be retained by the campsite.
- For any stay cancelled within 30 days prior to the arrival date, for any reason, the full amount of the booked stay will be due and retained by the campsite.

In all cancellation cases, the processing and administration fees (Article 3) will remain payable to the Provider.

**Termination of the booking contract due to Client misconduct:** The booking contract will be automatically terminated in the event of the following occurrences:

- Repeated violation of campsite rules, i.e., a violation noted again after the Provider has formally requested the Client or their companions to comply, via email notification.

In such cases, the Client and/or their companions must vacate their accommodation or pitch within 24 hours of contract termination, which will be notified by email. No refund will be made by the Provider.

- Failure to appear at the campsite within 24 hours from the start of the stay without justification and/or notification of arrival from the Client.

At the end of this 24-hour period, the Provider will release the Client's accommodation. Any amounts paid by the Client will be retained; no refund will be given.

To obtain potential compensation, it is advisable to take out cancellation or interruption insurance at the time of booking.

**ARTICLE 7 - CLIENT OBLIGATIONS**  
**7.1. CIVIL LIABILITY INSURANCE** The Client staying on a pitch or in accommodation must be covered by civil liability insurance. Proof of insurance may be requested from the Client before the start of the stay.

**7.2. PETS** Domestic animals are permitted throughout the campsite, except in certain accommodations (please enquire), under their owners' responsibility. They are allowed subject to applicable fees available from the Provider, payable on-site or at the time of online booking.

**7.3. CAMPSITE RULES** A set of campsite rules is displayed at the entrance of the establishment and at reception. The Client is required to read and comply with them. They are available upon request.

**ARTICLE 8 - PROVIDER OBLIGATIONS - WARRANTY** The Provider guarantees the Client, in accordance with legal provisions and at no additional cost, against any non-conformity or hidden defects resulting from a design or service defect.

To assert their rights, the Client must inform the Provider in writing of any defects or non-conformities within 48 hours of service provision.

The Provider will reimburse or rectify (as far as possible) any services deemed defective as soon as possible.

The Provider's warranty is limited to the reimbursement of the Services actually paid for by the Client. The Provider cannot be held liable for any delays or failures due to force majeure as generally recognised under French law.

Services provided via the website <https://camping-lepessac.com/> comply with French regulations.

**Unavailability of certain services:** One or more services offered (swimming pool, restaurant, activities, entertainment, etc.) may be temporarily unavailable during all or part of your stay. Our responsibility cannot be engaged in this regard; no full or partial refund will be provided.

**ARTICLE 9 - RIGHT OF WITHDRAWAL** Activities related to the organisation and sale of stays or excursions on a specified date or period are not subject to the right of withdrawal applicable to distance and off-premises sales, in accordance with Article L221-28 of the French Consumer Code.

**ARTICLE 10 - DATA PROTECTION** The Provider processes personal data based on:

- Legitimate interest when pursuing purposes such as customer relationship management, event organisation, order processing, and legal compliance.
- Legal and regulatory obligations, such as anti-money laundering, billing, and accounting.

Personal data is retained only for the necessary duration, per applicable regulations.

Clients have rights of access, rectification, limitation, erasure, and opposition regarding their data.

Requests can be sent to:

- Email: <https://camping-lepessac.com/>
- Postal: HERNANDEZ François – Camping Le Pessac 14, Quartier de Pessac 81570 VIELMUR-SUR-AGOUT

**ARTICLE 11 - INTELLECTUAL PROPERTY** The content of the website <https://camping-lepessac.com/> is owned by the Provider and its partners and is protected by intellectual property laws.

Any reproduction or distribution is strictly prohibited and may constitute infringement.

**ARTICLE 12 - APPLICABLE LAW** These terms and conditions and related transactions are governed by French law.

**ARTICLE 13 - DISPUTES** Unresolved disputes will be submitted to competent courts. The Client may seek mediation via CM2C, Centre de Médiation de la Consommation de conciliateurs de Justice.

**ARTICLE 14 - PRE-CONTRACTUAL INFORMATION** The Client acknowledges having received clear and understandable information regarding these terms and conditions before booking, in accordance with Articles L111-1 to L111-7 of the French Consumer Code, In addition to the information required in application of the decree of 22 October 2008 relating to prior consumer information 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 associated costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context;
- information relating to the legal and contractual guarantees and how they are implemented; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of recourse to conventional mediation in the event of a dispute;
- information on termination and other important contractual conditions.

The fact that an individual (or legal entity) places an order on the <https://camping-lepessac.com/> website implies full and unreserved 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 that would be unenforceable against the Provider.