



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

### GENERAL TERMS AND CONDITIONS OF SALE

those applicable to other marketing channels for the Services.

### DEFINITIONS :

- ORDER or RESERVATION or RENTAL: Purchase of Services.

- SERVICES: seasonal rental of accommodation or bare pitches for 'tourism'.

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

### 1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches on the campsite \*\*\*\* Les Castors, operated by EMC Vacances ('the Service Provider'), to non-professional customers ('the Customers' or 'the Customer'), on its website [www.camping-les-castors.fr](http://www.camping-les-castors.fr) 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 pitches rented for mobile homes, which are covered by a 'leisure' contract.

The main characteristics of the Services are presented on the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website or on a written medium - paper or electronic - in the event of a reservation by a means other than a remote order.

It is the Customer's responsibility to read these terms and conditions 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

These General Terms and Conditions of Sale are accessible at all times 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 Web Site or communicated by the Service Provider on the date the Order is placed by the Customer.

In the absence of proof to the contrary, the data recorded in the Service Provider's computer system constitutes proof of all transactions entered into with the Customer.

Under the conditions defined by the French Data Protection Act and the European Data Protection Regulation, the Customer has the right, at any time, to access, rectify and, if the processing is not essential to the execution of the order and the holiday and their consequences, to object to all of his/her personal data by writing, by post and providing proof of his/her identity, to : Camping Les Castors, 4 Route de Guewenheim, 68520 Burnhaupt-Le-Haut, France.

The Customer 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 before completing the online Order procedure, as well as the general terms and conditions of use of the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website, or, in the case of offline bookings, by any other appropriate means.

### 2. RESERVATIONS

The Customer selects on the Web Site or fills in any document sent by the Service Provider the services he/she wishes to order.



## **CAMPING LES CASTORS \*\*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

It is the Customer's responsibility to check the accuracy of the Order and to notify the Service Provider immediately of any errors. The Order will only be considered definitive once the Supplier has sent the Customer confirmation of acceptance of the Order by e-mail or post, or by signing the contract in the event of a reservation made directly at the premises where the Supplier markets the Services.

Any Order placed on the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website constitutes the formation of a distance contract between the Customer and the Service Provider.

All Orders are non-transferable.

### **3. RATES**

The Services offered by the Service Provider are provided at the prices in force on the website [www.camping-les-castors.fr](http://www.camping-les-castors.fr), or on any information medium of the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding VAT and including VAT.

Prices take into account any discounts granted by the Service Provider on the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website or in any other information or communication medium.

These rates are firm and non-revisable during their period of validity, as indicated on the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website, in the e-mail or in the written proposal sent to the Customer. After this period of validity, the offer is null and void and the Service Provider is no longer bound by the prices.

Prices do not include processing and administration costs, which are invoiced in addition under the conditions indicated on the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website or in the information (mail, e-mail, etc.) sent to the

Customer beforehand, and calculated before the Order is placed.

The payment requested from the Customer corresponds to the total amount of the purchase, including these charges.

An invoice shall be drawn up by the Vendor and sent to the Customer at the latest when the balance of the price is paid.

### **3.1. TOURIST TAX**

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

### **4. TERMS OF PAYMENT**

#### **4.1. PAYMENT IN ADVANCE**

Sums paid in advance are deposits. They constitute an advance on the total price due by the Customer.

A deposit corresponding to 30% of the total price for the provision of the Services ordered is required when the Customer places the order. It must be paid on receipt of the definitive hire contract attached to the copy to be returned. It will be deducted from the total amount of the order. It may not be reimbursed by the Service Provider in the event of cancellation by the Customer.

#### **4.2. PAYMENTS**

Payments made by the Customer will only be considered final once the amounts due have been effectively collected by the Service Provider.



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

In the event of late payment and payment of the sums due by the Customer after the deadline set out above, or after the payment date shown on the invoice sent to the Customer, late payment penalties calculated at the rate of 25% of the amount including tax of the price of the provision of the Services, will be automatically and by operation of law payable to the Service Provider, without any formality or prior formal notice.

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

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

In addition, the Service Provider reserves the right, in the event of non-compliance with the terms of payment set out above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations after formal notice has remained without effect.

## **5. SUPPLY OF SERVICES**

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

The accommodation may be occupied from 3 p.m. on the day of arrival and must be vacated by 10 a.m. on the day of departure. Bare pitches may be occupied from 3 p.m. on the day of arrival and must be vacated by 12 p.m. 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).

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

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 be required to pay a lump sum of €80 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 security deposit of €200 is required from the Customer on the day the keys are handed over and will be returned to the Customer on the day the rental ends, subject to deduction of any costs incurred in restoring the property.

This deposit should preferably be paid to the service provider by credit card and does not constitute a limit of liability.

## **6. DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER**

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

### **6.1. MODIFICATIONS**

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

Any request to reduce the length of the stay will be considered by the Provider as a partial



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

cancellation, the consequences of which are governed by Article 6.3.

### **6.2. INTERRUPTION**

Early departure does not entitle the Provider to any reimbursement whatsoever.

### **6.3. CANCELLATION**

In the event of cancellation of the Reservation by the Customer after it has been accepted by the Supplier, for any reason whatsoever other than force majeure, the deposit paid on the Reservation, as defined in Article 4.

CONDITIONS OF PAYMENT of these General Terms and Conditions of Sale shall be automatically forfeited to the Provider, by way of compensation, and may not give rise to any reimbursement whatsoever.

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

### **6.4. CANCELLATION IN THE EVENT OF A PANDEMIC**

6.4.1. In the event of the total or partial closure of the establishment during the dates of the holiday booked (which is treated as a total or partial ban on receiving members of the public, insofar as the Customer is directly affected by the application of this measure) decided by the public authorities, and which is not attributable to the Provider, the sums paid in advance by the Customer for the booking of the holiday will be reimbursed within a period of 24 months.

However, the Provider cannot be held liable for any additional compensation beyond this reimbursement of sums already paid for the booking of the holiday.

6.4.2. Notwithstanding the provisions of Article 6.3. CANCELLATION, any cancellation of the holiday duly justified by the fact that the Customer 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 scheduled dates, will be made without any compensation.

Any processing and management fees as set out in the General Terms and Conditions will be retained by the Provider. In all cases, the Customer 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 Customer is forced to cancel the holiday in its entirety due to government measures preventing participants from travelling (general or local confinement, ban on travel, closure of borders), even though the campsite is able to fulfil its obligation and welcome Customers, the Supplier will issue a credit note corresponding to the sums paid by the Customer, less the processing and administration costs (Article 3) which will be retained by the Supplier. This credit note, which is non-refundable and non-transferable, will be valid for 24 months.

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 will be deducted from the amount of the credit note referred to in articles 6.4.2 or 6.4.3.

## **7. THE CUSTOMER'S OBLIGATIONS**

### **7.1. CIVIL LIABILITY INSURANCE**



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

Customers staying on a pitch or in accommodation must be covered by public liability insurance. A certificate of insurance may be requested from the Customer before the start of the service.

### 7.2. PETS

Pets are accepted under the responsibility of their owners. They are accepted subject to the fixed rates available from the Provider and payable on site.

### 7.3. INTERNAL REGULATIONS

Internal regulations are displayed at the entrance to the establishment and at reception. The Customer is required to read them and comply with them. They are available on request.

### 8. OBLIGATIONS OF THE SERVICE PROVIDER - WARRANTY

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

In order to assert its rights, the Customer must inform the Service Provider, in writing, of the existence of the defects or lack of conformity within a maximum of 24 hours of the Services being provided.

The Service Provider will reimburse or rectify or have rectified (where possible) the services deemed defective as soon as possible and no later than 30 days following the Service Provider's discovery of the defect or fault. Reimbursement will be made by crediting the

Customer's bank account or by cheque sent to the Customer.

The Service Provider's guarantee is limited to reimbursement of the Services actually paid for by the Customer. The Service Provider shall not be held liable or in default for any delay or non-performance resulting from the occurrence of an event of force majeure as usually recognised by French case law.

The Services provided via the Provider's [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website comply with the regulations in force in France.

For rentals, an inventory is drawn up jointly and signed by the Tenant and the Owner or his/her representative on arrival and departure. This inventory is the only reference in the event of a dispute concerning the inventory of fixtures.

The tenant is obliged to use the rented property with due care.

The state of cleanliness of the accommodation on the tenant's arrival must be recorded in the inventory of fixtures. The customer is responsible for cleaning the premises during the rental period and before departure.

### 9. RIGHT OF WITHDRAWAL

Activities relating to the organisation and sale of holidays or excursions on a given 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 French Consumer Code.

### 10. PROTECTION OF PERSONAL DATA

The Service Provider, as drafter of this Agreement, processes personal data on the following legal bases:



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

- Either the legitimate interest pursued by the Service Provider when it pursues the following purposes: - canvassing, - managing the relationship with its customers and prospects, - organising, registering for and inviting to the Service Provider's events, - processing, executing, canvassing, producing, managing and monitoring customers' requests and files, - drafting deeds on behalf of its customers.

- or compliance with legal and regulatory obligations when it implements processing for the following purposes: - the prevention of money laundering and the financing of terrorism and the fight against corruption, - invoicing, - accounting.

The Service Provider retains data only for as long as is necessary for the purposes for which it was 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 marketing and prospecting purposes, 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 for 5 years after the end of the relationship with the Service Provider. For accounting purposes, data is kept for 10 years from the end of the financial year.

Prospective customers' data is kept for a period of 3 years if they have not taken part in or registered for any of the Service Provider's events.

The data processed is intended for authorised persons within 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, query, limit, port and delete data concerning them.

Data subjects 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 canvassing.

They also have the right to define general and specific directives defining the way in which they wish the aforementioned rights to be exercised after their death, - by e-mail to the following address: [camping-castors@outlook.com](mailto:camping-castors@outlook.com), - or by post to the following address: Camping Les Castors / EMC Vacances, 4 Route de Guewenheim, 68520 Burnhaupt-Le-Haut, France, accompanied by a copy of a signed identity document.

The persons concerned have the right to lodge a complaint with the CNIL.

### 11. TELEPHONE CANVASSING

In view of the collection of telephone data by the service provider, the customer acknowledges that he/she has been informed of his/her right to register on a list of persons opposed to telephone canvassing - Bloctel.

### 12. INTELLECTUAL PROPERTY

The content of the [www.camping-les-castors.fr](http://www.camping-les-castors.fr) website 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 prohibited and may constitute an infringement of copyright.



## **CAMPING LES CASTORS \*\*\*\***

4, Route de Gueenheim  
68520 BURNHAUPT-LE-HAUT  
Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

In addition, the Service Provider retains ownership of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc. produced (even at the Customer's request) with a view to providing the Services to the Customer. The Customer 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 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.

### **13. APPLICABLE LAW - LANGUAGE**

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

These General Terms and Conditions of Sale are drawn up in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

### **14. DISPUTES**

Any disputes to which the purchase and sale transactions entered into pursuant to these General Terms and Conditions of Sale may give rise, concerning their validity, interpretation, performance, termination, consequences or consequences and which cannot be resolved between the Service Provider and the Customer, shall be submitted to the competent courts under the conditions of common law.

The Customer is hereby informed that, in the event of a dispute, he or she may have recourse

to a conventional mediation procedure via the Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C) to which the Service Provider belongs and whose contact details are as follows: postal address: CM2C, 49 rue de Ponthieu, 75008 PARIS. Telephone: 01 89 47 00 14. Email: [cm2c@cm2c.net](mailto:cm2c@cm2c.net), or any other alternative dispute resolution method.

These terms and conditions have been drafted in accordance with current French regulations. In the event of a dispute, only French law shall apply and the French version of this document shall prevail.

### **15. PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer 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 pursuant to the decree of 22 October 2008 relating to prior consumer information on the characteristics of open-air hotel rental accommodation, 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 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



**CAMPING LES CASTORS \*\*\*\***

4, Route de Guewenheim

68520 BURNHAUPT-LE-HAUT

Tel : +33 (0)3.89.48.78.58

E-mail : [camping-castors@outlook.com](mailto:camping-castors@outlook.com)

*Campéa*

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 [www.camping-les-castors.fr](http://www.camping-les-castors.fr) 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 Service Provider.