Flower Campings lac de la Seigneurie 3 rue de la Seigneurie 90110 LEVAL

Terms & Conditions of Business 2022

These Terms and Conditions of Business set out the rights and obligations of the parties to rental agreements for touring pitches and/or rental accommodation at our campsite.

By booking a pitch and/or rental accommodation at our campsite you are acknowledging that you have read and agreed to these Terms and Conditions of Business.

1/ Services - Prices

We offer bare pitches and rental accommodation for rent.

➤ Bare pitches

This is a bare pitch for your tent, caravan or motor home.

The price of your stay is calculated from a basic package which includes the rental of the pitch, the possibility for 2 people to stay there, the possibility to install 1 tent, 1 caravan or 1 camper van, 1 vehicle in addition to the tent or caravan and access to the reception facilities, entertainment and sanitary facilities, a connection to the electricity network.

Nature package: 1 pitch for 2 people, 1 camper van or 1 car with a tent or caravan.

Comfort package: Nature package + electricity

Privilege package: Comfort package on a pitch of at least 150 m

Additional costs (extra person, extra vehicle, pets...) are not included in the above packages and will be added to the latter.

It is strictly forbidden to connect any electric vehicle to the electrical terminals.

Electric barbecues and planchas are not allowed.

> Rental accommodation

Our prices include the rental of the accommodation according to the number of people (depending on the capacity of the accommodation), the parking of a vehicle, access to the reception facilities and to the activities, water, gas and electricity charges up to a maximum of 8KW/h of electricity per day and per accommodation. The electricity meter is read at the beginning and end of the stay. Beyond 8 kwh, a financial participation will be asked to the customers according to the consumption count, it is fixed at 0,40 centimes of the Kwh.

Bathroom and bed linen (sheets, pillowcases, blankets, duvets) are not provided (except pillows). They can be rented (see on the booking page of the website or contact us).

A deposit of 500 € will be requested on arrival, which will be returned to you at the end of your stay and at the latest within a week by post after your departure. However, we reserve the right to retain part or all of it in the event of damage to the accommodation and/or its contents and/or equipment on the campsite.

We also reserve the right to deduct the sum of $75 \in$ for cleaning costs if this has not been done on departure.

On arrival, holidaymakers are invited to carry out an inventory of fixtures of the accommodation themselves and to check the presence and condition of the equipment and facilities provided. This

inventory of fixtures must be done before the following day at noon, and a coupon completed with any observations or malfunctions noted must be handed in at the reception desk.

The holidaymakers also make an appointment for the departure inventory of fixtures with a member of the reception or the management.

It is strictly forbidden to connect any electric vehicle to the electrical outlets of the accommodation.

> General provisions

The prices indicated are inclusive of VAT and do not include the environmental contribution of 0.30 ctimes per person per night from 18 years old.

Whichever option you chose (touring pitch or rental accommodation), additional charges will be made for additional vehicles and tents and for pets, visitors, etc..

Please note that despite our best efforts the content of brochures and websites may include printing errors and omissions and that our prices are subject to change in line with economic and business conditions. The contract price payable by you is the price indicated in your booking confirmation.

2/ Terms of booking

Booking

You can make a booking on our website at www.camping-lac-seigneurie.com, or on the Flower website at www.flowercampings.com or by telephone.

At the time of booking, you will be required to:

- pay a deposit of 40% of the cost of your stay including the cost (incl. VAT) of any services you have pre-booked and French tourist tax where applicable,
- an admin fee of EUR 0
- your holiday cancellation insurance premium (if you have chosen this option).

Your booking is not contractually valid until you have received a written booking confirmation by email recapping the details of your stay.

The balance of the cost of your stay, including the cost (incl. VAT) of any services you have prebooked and French tourist tax where applicable, must be paid no later than 30 days before the start of your stay. If the balance is not paid within this period, the stay will be deemed to have been cancelled and our cancellation conditions as set out below will apply.

All bookings made less than 30 days before your arrival date must paid for in full at the time of booking unless more favourable terms are available. You will be informed of any such terms at the time of booking.

> Cooling-off period

The cooling-off period stipulated in section L. 221-28 12° of the French Consumer Code (Code de la Consommation) does not apply to the provision of accommodation, transport, hospitality and leisure services supplied on a fixed date or at fixed intervals.

Maximum capacity

In the interests of safety and to comply with the terms of our insurance policy, the number of occupants per rental unit or touring pitch must not exceed the maximum capacity stipulated for that unit or pitch (1 to a maximum of 6 people depending on unit or pitch capacity) including new-born babies. If it becomes apparent on your arrival that your party exceeds the maximum capacity of the

accommodation or camping pitch you have booked, we reserve the right to refuse you access to the accommodation or camping pitch booked. In such a case, we will not to refund the cost of your stay.

➤ Under 18s

In the interests of safety, children under the age of 18 must be accompanied by their parents or grand-parents for the entire length of their stay unless you have requested and we have authorised an exception to this rule by email prior to your arrival.

3/ Terms of payment

> Accepted payment methods

You can pay for your booking or your stay using any of the following payment methods: cheque drawn on a French bank, credit card

Notwithstanding the above, bookings made less than 30 days before your scheduled arrival date must be paid for by bank debit or credit card.

Passing trade

Customers renting a touring pitch without booking will be required to pay for at least the first night of their stay on arrival. You will also be asked to inform reception of how long you wish to stay. You will then be required to pay the balance of the cost of your stay during reception opening times no later than the day before your departure. If you pay in advance but subsequently decide to leave before the end of the period for which you have paid no refund will be made.

4/ Your stay

➤ Handover of keys

Arrival: 4 pm Departure: 10 am

Please note that if you have expressed a preference for a particular pitch or rental unit we will do our best to accommodate your wishes but cannot guarantee to satisfy them.

You are expected to leave your pitch or rental unit in the condition in which you found it. In particular, you are required to carry out the necessary cleaning before your departure.

➤ Late arrival/early departure

If you arrive later or depart earlier than the dates indicated in your booking confirmation, you will nevertheless be charged the full price of your stay. No refunds will be made for nights on which your pitch/rental unit is booked but not occupied.

> Pets

With the exception of the breeds listed in French dangerous dogs categories 1 and 2, we accept both cats and dogs at our campsite. Dogs must be kept on a leash on campsite premises and you must clean up after your animal. You will be asked to produce your animal's pet passport on arrival at the campsite. It must provide evidence that your pet's rabies vaccination is up to date and that the animal has been microchipped or tattooed.

> Campsite rules

You will be expected to abide by our Campsite Rules throughout your stay. You will find a copy of these rules posted at reception. Please let us know if you would like us to send you a copy by email.

> Image rights

During your stay, you may find that we are taking photographs and/or videos at the campsite. These photographs and videos, which may feature you or other members of your party, may be used in our activities or for publicity purposes. When you complete your booking, we will assume that you are giving us your consent to use any such photographs or videos on which you may appear for the purposes stated above. We will also assume that you are giving this consent on behalf of the other members of your party. Any specific refusal of consent must be notified to us by email or registered letter with acknowledgement of receipt.

➤ Non-availability of services

You may find that one or more of the services we offer (swimming pool, restaurant, activities, entertainment, etc.) are temporarily unavailable for all or part of your stay. We accept no liability for such non-availability and will not refund any or all of the cost of your stay on such grounds.

Termination of booking due to unreasonable conduct on your part

The booking contract will be terminated by operation of law in the following cases:

- If you or another member of your party repeatedly fails to comply with our Campsite Rules following the service by email of initial notice to comply with the Campsite Rules. In such a case, you must leave your rental unit or pitch within 4 hours of the termination of your contract. Notice of termination will be sent to you by email. No refund will be made.
- If you fail to arrive at the campsite within 24 hours after your scheduled arrival time without explaining why and/or informing us of your presumed arrival time. At the end of this 24-hour period, we are free to relet your rental unit or pitch. Where appropriate, we will retain any monies you have paid to us. No refund will be made.

5/ Changes to your stay

You may ask to change the dates and/or the terms (type of accommodation) of your stay at our campsite as long as your request reaches us by email at least 21 days before your scheduled arrival date.

However, this is on condition that you book another stay at our campsite in the same season as your initial booking subject to availability and the rates applicable at the time. You may only make changes to your initial stay once. If you are unable to take advantage of the booking made to replace your initially scheduled stay, it will be deemed to have been cancelled and no refund will be made.

If the cost of the replacement booking is higher than that of your initially scheduled stay, you must pay us the difference no later than 30 days before your new arrival date. If you fail to do so, the replacement booking will be deemed to have been cancelled and our cancellation conditions as set out below will apply. If the cost of the replacement booking is lower than that of your initially scheduled stay, we will retain this difference as compensation for the prejudice suffered as a result of the changes.

6/ Cancellation

> Cancellation by you

If the cancellation occurs 30 days or more before the expected arrival date, the deposit will be kept by the campsite.

If the cancellation occurs less than 30 days before the date of arrival, the total amount of the stay will be retained.

To obtain any compensation, we advise you to take out cancellation or interruption of stay insurance

when booking.

If your cancellation is based on the fact that you reside in an area where a containment measure prohibiting people from travelling there, to prevent the spread of Covid-19, is in effect on the date of the commencement of your stay, the amount of the deposit paid, and, if applicable, the sums paid under the cancellation insurance remain acquired at the campsite; the surplus will be the subject of a credit on a future stay within the campsite, which must be booked during the same season as the cancelled stay or during the following season.

Cancellation by the campsite

If we are forced to cancel a booking that we have already confirmed, we will inform you by email as soon as possible and any sums that you have paid to us will be refunded in full.

Notwithstanding the above, if we cancel your booking because the government has ordered the closure of the campsite, notably in order to prevent the spread of COVID-19, we will retain any sums you have paid us and issue you with a credit note, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season.

7/ Complaints – Disputes

Any complaint you may have in relation to your stay should be set out in writing and sent to us by registered letter with acknowledgement of receipt within 20 days of the end of your stay.

In case of dispute and where no amical settlement has been reached one month after receipt of the letter of complaint specified above, you may take your case to a consumer ombudsman service. You must do this within one year from the date on which you sent your letter of complaint.

If you have no particular preference, you may take your case to the following ombudsman service:

Ombudsman: MEDICYS

- Location: Toulouse

- Website: www.medicys.fr,

- Email address: contact@medicys.fr

8/ Personal data

We may collect and process personal data about you may when we take your booking and during your stay.

If you make your booking on our website or the Flower Campings site at www.flowercampings.com, any data collected prior to or during your booking will be processed in accordance with the privacy policy and/or the terms and conditions of business that you will be asked to agree to before your booking is confirmed.

The following personal data may be collected when you make a telephone booking or during your stay:

- the first and surname of the person making the booking,
- the telephone number from which the booking is made,
- the email address of the person making the booking,
- the date of birth of the person making the booking and the other members of his/her party.

This data will be collected and processed on the basis of:

- your consent,
- the need to allow the performance of a booking contract between us.

Access to the data will be restricted to us and to Flower SAS (a limited liability company incorporated in France with capital of EUR 92,500, company registration: RCS Toulouse 492 355 508, registered address: Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA).

The data collected will be processed for the following purposes:

- to allow the performance of a booking contract between us,
- to manage any complaints you may make,
- to keep our customer records,
- to allow us and/or Flower Campings to carry out sales prospecting,
- to manage our accounts.

Any other data collected will be kept for five years from the end of your stay except where a dispute remains unsettled at the end of this period, in which case the data will be kept until such time as the dispute is settled.

Please note that in accordance with French data protection law (Loi Informatique et Libertés n° 78-17 du 6 janvier 1978), all data subjects hold the following rights in respect of their data: right of access, right to rectification, right to erasure (right to be forgotten), right to object, right to restriction of processing and right to data portability. In addition, all data subjects may give instructions as to the storage, erasure and communication of their personal data after their death. All data subjects have the right to object to the processing of their personal data on grounds relating to their personal circumstances.

To exercise any of these rights, please send a registered letter with acknowledgement of receipt to this address: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, France, or email: contact@flowercampings.com.

Any person who is victim of an infringement of one of the rights set out above may file a complaint with the French data protection authority (Commission nationale de l'informatique et des libertés, CNIL) at this address: https://www.cnil.fr/.