

GENERAL TERMS AND CONDITIONS OF SALE 2024 CAMPING LE MAS



Reservation of accommodations or camping pitches for individual "tourism"

Provider Contact Information

SAS CAMPING LE MAS
Plage de Sainte-Croix - La Couronne - 13500 Martigues
+33 (0)4 42 80 70 34 / camping-le-mas@orange.fr / www.camping-le-mas.com

Definitions

RESERVATION: purchase of services
SERVICES: seasonal rental of accommodations or bare pitches for "tourism"
ACCOMMODATION: mobil homes, chalets, bare pitches

ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitches at the Le Mas campsite, operated by Le Mas ("the Provider"), to non-professional customers ("the Guest") on its website www.camping-le-mas.com or by telephone, email, post, tour operator or direct contact.

The main characteristics of the Services are presented on the following website: www.camping-le-mas.com. The Guest is required to read them before making a reservation, regardless of the method of booking used. The choice and purchase of a Service is the sole responsibility of the Guest.

These General Terms and Conditions of Sale are accessible on the website at all times and will prevail (where necessary) over any other version or contractual document. The version applicable to the Guest is the one currently displayed on the website or communicated by the Provider upon request.

These General Terms and Conditions of Sale apply to the exclusion of all other terms and conditions of the Provider, particularly those applicable to other Service marketing channels.

In the absence of proof to the contrary, data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Guest. Under the conditions defined by the French Data Protection Act and the European Regulation on Data Protection, the Guest has, at all times, the right to access and/or rectify his/her personal data, as well as the right to oppose its processing if the latter is not essential to the Guest's reservation, stay or aftermath. Guests may exercise these rights by sending a letter by post, including proof of identity, to:

Camping Le Mas - Plage de Sainte-Croix - La Couronne - 13500 Martigues
The Guest declares that he/she has read these General Terms and Conditions of Sale, as well as the general terms and conditions of use of the www.camping-le-mas.com website, and has accepted them, either by ticking the box provided for this purpose prior to proceeding to the online booking procedure or, in the event of a reservation made by some other means, by giving consent by post or email.

ARTICLE 2 - RESERVATIONS

The Guest selects the services that he/she wishes to order on the website, according to the following procedure: the Guest completes the online booking request form, filling in all mandatory fields, then accepts and validates the quote by clicking on the button provided for this purpose at the bottom right. For all reservations made online or by telephone, email or post, the Guest is required to indicate the Services that he/she wishes to order and provide all information necessary to process the request.

The Guest will then receive an order confirmation by e-mail, with a summary of the Services ordered. It is the Guest's responsibility to ensure the accuracy of the order and notify the Provider immediately in the event of any error. The Order is not finalised until the Provider has sent the Guest email confirmation of its acceptance.

All orders placed on the www.camping-le-mas.com website or by telephone, email, post or direct contact constitute the formation of a contract concluded remotely between the Guest and the Provider. All orders will be processed by the Camping Le Mas booking department during its normal business hours. All orders are personal and may not be transferred under any circumstances.

ARTICLE 3 - PRICES

Services proposed by the Provider are offered at the prices in effect on the www.camping-le-mas.com website at the time the Guest places the order. Prices are expressed in euros and inclusive of all taxes. Prices take into account any discounts that may be granted by the Provider on the www.camping-le-mas.com website. These prices are firm and nonadjustable during their period of validity, as indicated on the www.camping-le-mas.com website. After this period of validity, the offer is obsolete, and the Provider is no longer bound by said prices. Prices do not include booking fees, as the latter constitute an additional charge, subject to the conditions indicated on the www.camping-le-mas.com website. Booking fees are calculated prior to order placement. The payment requested from the Guest corresponds to the total amount of the purchase, including these fees.

An invoice will be drawn up by the Vendor and sent to the Guest by email on the day of arrival.

3.1 - TOURIST TAX

The tourist tax, collected on behalf of the municipality, is not included in the prices. Its amount is determined per person and per day. It must be paid when paying for the Service(s) and appears separately on the invoice.

ARTICLE 4 - PAYMENT TERMS

4.1 - ADVANCE PAYMENT

Sums paid in advance are advance payments. They constitute an advance on the total price due by the Guest. An advance payment corresponding to 25% of the total price of the ordered Service(s) is required when the Guest places the order. It must be paid within 7 days of receipt of the provisional booking confirmation. It will be deducted from the total amount of the order. Making the advance payment confirms the order, which then becomes firm and final. Should the Guest cancel, this advance payment will not be reimbursed by the Provider.

The balance of the stay must be paid in full:
- 30 days before the arrival date for any reservation of accommodation (under penalty of rental cancellation), by credit card, cheque, ANCV holiday voucher or bank transfer (any fees being payable by the Guest).

- Upon arrival for any reservation of a bare pitch, by credit card, holiday voucher or cash only. No bank cheques will be accepted.

4.2 - NON-COMPLIANCE WITH PAYMENT TERMS

In the event of non-compliance with the payment terms stipulated above, the Provider reserves the right to suspend or cancel the provision of the Service(s) ordered by the Guest and/or to suspend the performance of its obligations after formal notice has remained without effect.

ARTICLE 5 - SERVICE PROVISION

5.1 - PROVISION AND USE OF SERVICES

The mobil home or chalet may be occupied as of 4.00 pm on the day of arrival and must be vacated by 10:00 am on the day of departure. The balance of the stay must be paid in full 30 days before the arrival date (under penalty of rental cancellation). The bare pitch may be occupied as of 12.00 pm on the day of arrival and must be vacated by 12.00 pm on the day of departure. The balance of the stay must be paid in full on the day of arrival. Any use beyond these times is subject to an additional day's charge. Set-up must be done on the pitch indicated by the manager, in accordance with his/her instructions.

Guests must arrive during reception's normal business hours. In the event of late arrival, the Guest must contact campsite reception during its normal business hours. No arrivals, including late arrivals, can be accommodated after the scheduled closing of the gate.

Reception is open 7 days a week when the campsite is open to the public. Business hours are as follows:
- in March and October, from 9.00 am to 12.00 pm and from 2.00 pm to 6.00 pm,
- from April through June, from 9.00 am to 12.00 pm and from 2.00 pm to 7.00 pm,
- in July and August, from 8.00 am to 8.00 pm.

The campsite gate is open during the following hours:
- from March through May and in October, from 8.00 am to 10.00 pm,
- from June through September, from 6.00 am to 11.00 pm.

The rental accommodations and pitches are designed for a specific number of occupants and cannot be used by a greater number of people under any circumstances. Only one vehicle per plot is included and is thus authorised to park within the campsite. Any additional vehicles or trailers must be parked in the adjoining car park. The parking rate is €5 euros per night.

The rental accommodations and pitches must be returned in the same state of cleanliness as found at check-in. Otherwise, the occupant will be required to pay a fixed cleaning fee of between €80 and €120 depending on the number of rooms in the accommodation. Any damage to the accommodation or its accessories will be repaired immediately at the occupant's expense. The inventory at the end of the rental period must be exactly the same as at the beginning. Management reserves the right to change the number of the pitch or rental accommodation without informing the Guest.

5.2 - SECURITY DEPOSIT

For mobil homes and chalets, a security deposit of €200 is required from the Guest on the day the keys are handed over and is returned to him/her on the day the rental period ends, after the deduction of any repair costs. This deposit does not constitute a limit of liability.

For bare pitches, a deposit is also required from the Guest. It consists of €25 for the magnetic car access card and €5 per ID bracelet.

ARTICLE 6 - DELAY, MODIFICATION, INTERRUPTION OR CANCELLATION OF THE STAY BY THE GUEST

No price reduction will be granted in the event of a late arrival, an early departure or a change in the number of persons (whether for whole or part of the planned stay). Any exceptional fact or circumstance already existing at the time of booking may in no case give rise to a claim or to cancellation by reason of force majeure.

6.1 - DELAY

Any delay in arrival that has not been reported to the campsite in advance will result in the reallocation of the pitch or rental accommodation 24 hours after the date of arrival initially stipulated in the contract.

6.2 - MODIFICATION

Requests to change rental dates or the number of persons will be subject to acceptance by the reservation department of Camping Le Mas and depends on the period concerned as well as availability. Camping Le Mas reserves the right to refuse such modification requests. Any modification is likely to lead to an additional charge; conversely, if the price of the Service requested at the time of the modification is lower than that of the original Service, the amount due will remain unchanged. Modification requests made less than 30 days before the initial date of the stay will not be accepted.

The Provider considers any request to reduce the duration of a stay as a partial cancellation, the consequences of which are governed by Article 6.3.

6.3 - INTERRUPTION

Early departure will not give rise to any refund from the Provider. The pitch or the rental accommodation will revert to the campsite manager by right.

6.4 - ANNULATION

Should the Guest cancel the Reservation, for any reason other than force majeure, the sums paid (as defined in Article 4 - PAYMENT CONDITIONS hereof) will be automatically acquired by the Provider as compensation and will not give rise to any refund or deferral.

If a cancellation request is received more than 30 days prior to the initial date of the planned stay, the remaining balance will not be claimed. On the other hand, if such a request is made less than 30 days before the date of arrival, payment of the balance in full will be required.

In all cases of cancellation, the booking fee (Article 3) will be retained by the Provider.

6.5 - CANCELLATION OPTION

When reservations are made on the www.camping-le-mas.com website, the Provider offers a cancellation option corresponding to 3% of the total amount of the stay (€6 minimum). This option is payable at the time of booking, together with the advanced payment, and remains payable to the Provider in the event of use. The cancellation option allows for the reimbursement of any sums paid (excluding the booking fee and the cancellation option fee) if cancellation is due to one of the criteria defined below. Proof must be provided at the time of the cancellation request.

Criteria for a refund in the event of cancellation

- Serious illness, accident or death:
 - of the Guest or any other person expressly mentioned in the booking contract;
 - of their spouse (or any person cohabiting under the same roof);
 - of their direct ascendants or descendants;
 - of their brothers, sisters, sons-in-law or daughters-in-law;
 - of their nephews or nieces (solely in the event of death);
 - of their substitute in the context of a liberal profession (provided that the substitute was arranged prior to subscribing to cancellation coverage).
- Substantial damages caused to the Guest's premises, whether the latter is a professional or private lease or a principal or secondary residence, due to a fire, explosion, flood or theft occurring in the 48 hours prior to the beginning of the stay or during the stay and necessitating renovation of the premises and the presence of the reservee on site during the period of the planned stay.
- Serious damages to the reservee's vehicle following an accident, occurring in the 48 hours prior to departure and preventing the Guest from using it.
- Modification of holiday dates, imposed on the Guest by his/her employer, occurring after the holiday is booked and affecting the period of the stay.
- Layoff of the Guest (or his/her spouse), provided that the preliminary meeting is subsequent to the booking of the stay.
- Transfer of the Guest (or his/her spouse), at the employer's initiative, involving a change of domicile, on the express condition that notification is given subsequent to booking the stay.
- Duly justified barriers or strikes that prevent the Guest from arriving at the campsite by any means whatsoever (road, train, airplane or boat) and that cause him/her a minimum delay of 48 hours.
- Natural catastrophes (in accordance with the Law of 13/07/1982) resulting in the competent authorities prohibiting site stays for all or part of the rental period. To activate the guarantee, each event must occur subsequent to the purchase of the cancellation option..

Definitions

Serious illness: a change in health status, duly established by a competent medical authority, preventing the Guest from leaving home—or the hospital where he/she is being treated—on the initial date of the booking period and involving the absolute cessation of all professional or other activity (or obliging him/her to interrupt the holiday).

Accident: any sudden and unforeseen event, causing the Guest to suffer bodily injury that is not the result of an intentional act and preventing him/her from going through with the reserved stay or forcing him/her to interrupt it.

Exclusions

Cancellation option exclusions include claims resulting from:

- guest circumstances other than those provided for in this contract;
- facts known prior to the reservation being booked, it being specified that the unforeseeable aggravation of a pre-existing illness does not constitute a known situation;
- complications or childbirth occurring after the end of the sixth month of pregnancy;
- a mental disorder that does not require hospitalisation during the dates of the stay;
- a surgical or medical operation scheduled before the reservation is booked or one that may be performed after the stay;
- drunkenness, drug use or change in health status resulting from the absorption of non-prescribed medication;
- any contraindication of vaccination or air travel due to pre-existing health issues;
- civil or foreign wars, riots, attacks or popular movements;
- epidemics, incidents of nuclear or chemical origin, natural disasters;
- failure to comply with the Services provided for in the initial reservation contract, whatever the reason.

Nature and amount coverage

In the event of cancellation, SARL Camping Le Mas will reimburse the sums paid (and effectively collected) to the Guest, in accordance with the conditions of the initial booking contract. In the event of interruption or delay, SARL Camping Le Mas will reimburse the Guest for invoiced Services that remain unused on a pro rata basis (provided that payment has been collected). Charges and services not included in the calculation of the premium, including cancellation option and booking fees, are never refunded.

Effective date and term of coverage

The cancellation option will take effect at noon on the day following its purchase and remains valid from the time the reservation is made until the end of the stay. Any other coverage is only applicable for the duration of the stay.

Reporting a claim

In the event of a claim, please inform Camping Le Mas by e-mail within 2 calendar days.

6.6 - CANCELLATION IN THE EVENT OF A PANDEMIC

6.6.1 - In the event of total or partial closure of Camping Le Mas during the reserved dates, as mandated by the public authorities and not the Provider, booking amounts paid in advance by the Guest will be refunded or deferred in accordance with the directives of the government and/or the French national federation for outdoor accommodation.

Should Camping Le Mas remain open and able to receive the public during a total or partial closure of tourist and/or food service establishments during the reserved dates, as mandated by the public authorities, booking amounts paid in advance by the Guest will be refunded or deferred in accordance with the directives of the government and/or the French national federation for outdoor accommodation.

However, the Provider cannot be held liable for additional compensation beyond the refund or deferral of the amounts already paid when booking the stay.

6.6.2 - Notwithstanding the provisions of Article 6.4, any Guest who cancels a stay due to a documented infection considered to be part of a pandemic (or identified as a contact case), raising doubts about his/her ability to take part in the stay on the scheduled dates, will receive either a refund or a deferral in accordance with the directives of the government and/or the French national federation for outdoor accommodation.

Booking fees and cancellation option fees will be retained by the Provider in accordance with these General Terms and Conditions. In all cases, the Guest must provide proof of the event making him/her eligible for the cancellation option.

6.6.3 - Notwithstanding the provisions of Article 6.4, any Guest who is forced to cancel an entire stay due to governmental measures prohibiting participants to travel (general or local lockdown, travel ban, border closure), even in cases where the campsite remains able to fulfil its obligation and receive Guests, will receive either a refund or referral from the Provider in accordance with the directives of the government and/or the French national federation for outdoor accommodation.

6.6.4 - In the event that the Guest takes out specific insurance covering the risks listed in Article 6.5.2 or Article 6.5.3, the insurance indemnities received by the Guest will be deducted from the amount of the refund.

ARTICLE 7 - OBLIGATIONS OF THE GUEST

7.1 - AGENERAL THIRD-PARTY LIABILITY INSURANCE

Guests accommodated on a bare pitch, in a mobil home or in a chalet must be covered by general third-party liability insurance. A certificate of insurance may be requested from the Guest before the start of the service.

7.2 - PETS

Pets are permitted on bare pitches, under the responsibility of their owners. They must be kept on a leash. There is a supplemental fee of €5/night (per animal). However, pets are strictly forbidden in mobil homes and chalets.

7.3 - INTERNAL REGULATIONS

Internal regulations are posted at the entrance to the establishment and at the reception desk. Guests are required to read and comply with them. They are also available upon request.

7.4 - ELECTRIC VEHICLES

All electric vehicles parked on the campsite must be declared at reception and a daily fee will be charged.

ARTICLE 8 - OBLIGATIONS OF THE PROVIDER - GUARANTEE

In accordance with legal provisions and without additional payment, the Provider guarantees the Guest against any shortcoming or hidden fault, resulting from a defect in the design or performance of the service(s) booked.

To exercise his/her provision, the Guest must inform the Provider of the existence of the shortcoming or fault, in writing, within a maximum period of 24 hours from service provision.

Where feasible, the Provider will rectify the services found to be defective (or have them rectified) as soon as possible, and in any case, no later than 2 days after becoming aware of the shortcoming or fault. If the defective service cannot be rectified, a refund corresponding to the total cost of the service will be issued.

The Provider may not be held responsible or liable for any delay or failure to perform resulting from a case of force majeure, as defined by French law. Services offered through the Provider's www.camping-le-mas.com website comply with current French laws.

ARTICLE 9 - RIGHT OF WITHDRAWAL

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

ARTICLE 10 - PROTECTION OF PERSONAL DATA

The Provider, who drew up these terms and conditions, processes personal data on the following legal grounds:
Legitimate interest of the Provider in order to:

- conduct prospecting;
- manage its relationship with guests and prospects;
- organise Provider sponsored events (including registration and invitations);
- draft, fulfil, survey, manage and follow-up on guest requests and files;
- draft legal documents for its guests.

Compliance with legal and regulatory obligations when carrying out processing in order to:

- prevent money laundering and terrorist financing & support the fight against corruption;
- conduct invoicing operations;
- conduct accounting operations.

The Provider only retains data for the duration of time necessary for their intended use and in compliance with the legislation in force. To this end, guest data is retained for the duration of the contractual relationship and three years afterwards for the purposes of promotion and canvassing, without prejudice to retention obligations or limitation periods.

As regards the prevention of money laundering and terrorist financing, the data is retained for 5 years subsequent to the end of the relationship with the Provider. As regards accounting operations, it is retained for 10 years subsequent to the end of the accounting period.

The data of prospective guests is retained for a period of 3 years if no participation or registration in the Provider's events has taken place. The data processed is intended for the Provider's authorised personnel.

Under the conditions defined by the French Data Protection Act and the European Regulation on Data Protection, individuals have the right to data portability as well as the right to access, rectify, question, limit the usage of and request the deletion of their personal data.

For reasons relating to their particular situation, data subjects also have the right to object to the processing of their personal data and/or specific directives legitimate interests, as well as the right to object to commercial prospecting, at all times. They also have the right to stipulate general and/or specific directives defining the way in which they intend to exercise the aforementioned rights after their death. To exercise any of these rights, you may send:

- an email to the following address: camping-le-mas@orange.fr
- or post a letter to: Camping Le Mas - Plage de Sainte-Croix - La Couronne - 13500 Martigues

Persons concerned have the right to lodge a complaint with the CNIL.

ARTICLE 11 - IMAGE RIGHTS

The campsite reserves the right to photograph its entire establishment as well as any Guest appearing therein. These photographs may then be used for commercial and advertising purposes and/or appear on various social media networks. If the Guest does not wish to be photographed, he/she must inform the campsite upon arrival.

ARTICLE 12 - INTELLECTUAL PROPERTY

The content of the www.camping-le-mas.com website is the property of the Provider and its partners. It is protected by French and international laws relating to intellectual property. Any reproduction, distribution or use of all or part of its content is strictly prohibited and is likely to constitute a copyright infringement. Furthermore, the Provider retains all intellectual property rights over the photographs, presentations, studies, drawings, models and prototypes produced (even if produced at the Guest's request) for the purpose of providing services to the Guest. The Guest may not reproduce or use such studies, drawings, models or prototypes without the express prior written consent of the 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 Provider or used and distributed by it.

ARTICLE 13 - APPLICABLE LAW - LANGUAGE

These General Terms and Conditions of Sale and the operations arising from them are governed by and subject to French law. These General Terms and Conditions of Sale are written in French. Should they be translated into one or more foreign languages, only the French text will prevail in the event of a dispute.

ARTICLE 14 - DISPUTES

All disputes to which the purchase and sale transactions concluded pursuant to these General Terms and Conditions of Sale may give rise, concerning the validity, interpretation, performance, termination, consequences or results thereof, that cannot be resolved between the Provider and the Guest, will be submitted to the competent courts under the conditions of ordinary law.

The Guest is hereby informed that, in the event of a free recourse, he/she may have recourse to the following Consumer Mediator:
SAS Médiation Solution - 222, chemin de la Bergerie - 01800 Saint-Jean de Niost
04 82 53 93 06 / contact@sasmediationsolution-conso.fr / <https://sasmediationsolution-conso.fr>

ARTICLE 15 - PRECONTRACTUAL INFORMATION - GUEST ACCEPTANCE

Prior to placing the order, the Guest acknowledges having received, in a legible and understandable manner, these General Terms and Conditions of Sale and all the information referred to in Articles L 111-1 to L111-7 of the French Consumer Code, in addition to all necessary details in application of the Decree of 22 October 2008 regarding prior consumer information on the characteristics of campsite 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 associated fees;
- information pertaining to the identity of the Provider: its address, telephone number, electronic contact details and activities, if not apparent from the context;
- information pertaining to legal and contractual guarantees and their implementation methods,
- the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- important information on the terms of cancellation and other contractual conditions;
- the fact that his/her image may be used by the Provider for commercial and advertising purposes, and/or published on social media networks, unless a prior request for non-dissemination is made.

Any booking made by an individual (or legal entity) on the www.camping-le-mas.com website, or by telephone, email, post or direct contact, implies full and complete acceptance of these General Terms and Conditions of Sale. The latter are expressly recognised by the Guest, who waives the right to avail himself/herself of any contradictory document, which would, in any event, be unenforceable against the Provider.

Consumer protection consists of ensuring compliance with the regulations defining the rights of consumers in their commercial relations with professionals.

Consumers can register free of charge on an opposition list to telephone solicitation on the website www.bioctel.gouv.fr