

Flower Campings Terms & Conditions of Business Les Gorges de l'Aveyron Lieu dit Marsac bas 82140 Saint Antonin Noble Val

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 - Rates

Our business if the offering of touring pitches and rental accommodation for rent. The wearing of the campsite bracelet is compulsory.

Occupation of the premises

Any booking of a pitch or accommodation shall be registered in the customer's name and may under no circumstances be transferred, sublet or changed after being made. Should the identities of any customers arriving at the campsite not be consistent with those registered on the agreement form, the stay shall be cancelled and the company will keep any advance payment made

> Touring pitches

A touring pitch is a camping pitch designed to take a tent, caravan or motorhome.

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 on it, the possibility to install 1 tent, 1 caravan or 1 camper, 1 vehicle in addition to the tent or caravan and access to the reception, entertainment and sanitary facilities, a connection to the electricity network.

Nature package / Riverside nature package: 1 pitch for 2 people, 1 motor home or 1 car with a tent or caravan without electricity.

Comfort package / Riverside comfort package: Nature package + electricity.

Additional costs (extra person, cold lockers, piknik table, pets...) are not included in the above mentioned packages and will be added to it.

A deposit of 10 euros will be required for the campsite entrance badge which will be returned to you on your departure.

Rental accommodation

Our prices include the rental of accommodation according to the number of people (depending on the capacity of the accommodation), water, gas and electricity charges, vehicle parking, access to reception facilities, entertainment and sanitary facilities.

A deposit of 150 euros will be required on arrival by cheque or credit card imprint only, which will be returned to you at the end of your stay and within eight days by post from the date of

your departure at the latest. However, we reserve the right to keep part or all of it in case of damage to the accommodation and/or its contents and/or equipment on the campsite. A deposit of 50 Euros will be required for the rental of a television set.

We also reserve the right to deduct the sum of 60 Euros for cleaning costs if this has not been done at the time of departure.

A deposit of 10 Euros will be required for the campsite entrance badge, which will be returned to you on departure.

In each of our rentals everything is provided for your comfort. Only bathroom linen (sheets and towels) is not provided by the campsite.

NO ADDITIONAL INSTALLATION is allowed on the ploy of the rental accommodation.

General provisions

The prices indicated are inclusive of all taxes and do not include tourist tax.

The tourist tax is 0.50 Euros/day for people over 18 years old.

Whatever the formula adopted (bare pitch or rental accommodation); additional costs will be charged for extra people, extra tents, animals, visitors, TV rental, Baby Kit, bed linen rental, some campsite entertainment...

No brochure or website can be free from possible omissions or printing errors. Our prices are moreover likely to evolve according to economic and commercial conditions. The contractual price, payable by you, is the price indicated on your booking confirmation.

> Visitors

All visitors must report to the campsite reception. The swimming pool is strictly forbidden to them

2/ Terms of booking

➤ Booking

You can make a reservation on our website www.camping-gorges-aveyron.com or by phone.

Il reservation requests must be accompanied by:

- a deposit of 15% of the total cost of the stay, including the price of the services booked, and, if applicable, the tourist tax,
- and the contribution for cancellation insurance (if taken out).

The reservation made is only contractually binding on receipt by you of a written confirmation of reservation by e-mail, summarising all the information relating to your stay and the amount of the deposit requested.

The balance of the price of the stay, including the price of the booked services including all taxes and, if applicable, the tourist tax, must be paid at the latest 30 days before the start of the stay. If the balance is not paid within the above-mentioned period, the stay is considered cancelled and our cancellation conditions described below apply.

Any reservation made less than 30 days before the date of arrival must be paid in full at the time of booking by credit card.

➤ 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.

3/ Terms of payment

Accepted payment methods

You can pay for your reservation or your stay using the following methods of payment:

- French bank and postal cheques, holiday cheques, postal order or cash, credit card, bank transfer.

However, by derogation, reservations made less than 30 days before the start of the stay must be paid by credit card only.

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. It is forbidden to settle in the campsite without permission.

4/ Your stay

Handover of keys

For pitches, arrivals are during reception opening hours or if you have a reservation from 2:00 pm to 7:30 pm. Your departure is scheduled before 12 noon. For rental accommodation, arrivals are between 4pm and 7.30pm. Your departure is scheduled between 8:00 and 10:30 a.m.

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. Household products are not provided. Smoking is not allowed inside the rental units.

➤ 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.

Aquatic area, river, play area

The heated swimming pool is open every day from 10am to 8pm from June to September. Swimming shorts above the knee are allowed. Only people in swimming costumes are allowed to swim. It is forbidden to drink, eat, smoke in the pool area and to leave rubbish. Pushchairs must remain outside the pool area. Animals are not allowed. The campsite wristband is obligatory.

The children's water play pool is open from 1 July to 31 August. It is not heated. Children are the responsibility of their parents.

The river is private and accessible from the campsite. Children are under the responsibility of their parents. Dogs must be kept on a leash.

The playground is accessible from 3 to 14 years old. Children are under the responsibility of their parents.

➤ Pets

Dogs and cats, except category 1 and 2 dogs, are allowed on our campsite. We accept only one animal. The weight of dogs must not exceed 10 kg. We require your pet to be kept on a leash within the campsite. He must not be left alone on the pitch or in the accommodation. The swimming pool and sanitary facilities are forbidden. Please respect the hygiene and the environment of the campsite. The health book must be presented at your arrival at the campsite. Anti-rabies vaccinations and a tattoo certificate are obligatory. Some rentals are forbidden.

➤ 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.

➤ 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 2 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

You must notify us of any cancellation by email or registered letter with acknowledgement of receipt. This notice will take effect on the date of its first presentation by the postal service.

- If your email/letter is presented more than 30 days before your scheduled arrival date, any deposit, and, where applicable, cancellation insurance premium that you have paid will be retained by the campsite.
- If your email/letter is presented between the 30th and the 15th day before your scheduled arrival date, any deposit, and, where applicable, cancellation insurance premium that you paid at the time of booking will be retained by the campsite. You will be issued with a credit note to the value of the balance of the cost of your stay, 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. If you booked your stay less than 30 days before your scheduled arrival date and your email/letter of cancellation is presented 15 days or more before this date, any deposit, admin charge and, where applicable, cancellation insurance premium (as referred to in 2. Terms of booking above) paid will be retained by the campsite. You will be issued with a credit note to the value of any other amounts paid, 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.

• If your email/letter is presented fewer than 15 days before your scheduled arrival date, all and any sums paid will be retained by the campsite.

In order to obtain any compensation, we advise you to take out cancellation or holiday interruption insurance when booking with our partner CAMPEZCOUVERT at the rate of 3.5% of your stay. The COVID guarantee is covered.

Notwithstanding the above, if you cancel your stay because you live in an area in which lockdown rules forbidding residents to leave the area in order to avoid the spread of COVID-19 are in force on your scheduled arrival date, any deposit, and, where applicable, cancellation insurance premium that you have paid will be retained by the campsite. You will be issued with a credit note to the value of any additional amount paid, 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. This applies even if your cancellation email/letter is presented less than 15 days before your scheduled arrival date.

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: CM2C

- Location: 14 Rue saint Jean 70017 Paris

Website: https://www.cm2c.net/

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/.