

CAMPING EL BERGUEDA GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions governing rentals are valid from 15th March 2024

PREAMBLE

These terms and conditions govern contractual relations pertaining to the sale of individual stays between the company Casas Móviles Spain SL and its clients, in the Camping El Berrueda

They govern all necessary stages involved in booking a stay and payment, as well as their supervision by the contracting parties.

In the case of bookings by business customers or for groups, the GT&CS are supplemented and adapted by the special terms and conditions appended hereto.

The Camping El Berrueda, makes all best efforts so as its commercial documents and notably its prospecti, publicities, and catalogues be as faithful as possible to the services on offer. It is, however, possible that the Client's perception of the photographic representation of our services does not exactly correspond to the services themselves. Photographs are therefore provided solely as a guide. The General Terms and Conditions are notably accessible on the WEBSITE <https://www.campingbergueda.com/>

DEFINITIONS

"WEBSITE" refers to the website at <https://www.campingbergueda.com/> published by CAMPING EL BERGUEDA

"Camping El Berrueda" refers to CAMPING EL BERGUEDA S.L., limited company with a board of directors and registered capital of 160 500€ incorporated on NIF : 65693046 having its head office at CR B-400, km. 3.5 Guardiola de Berrueda 08694, Spain, represented by its legal representative in office and operating the Camping El Berrueda .

"PITCHES" refers to the bare pitches rented out for installation of tents, caravans or motor homes belonging to CLIENTS in the Camping El Berrueda .

"RENTED ACCOMMODATION" refers to all types of accommodation (chalets, motor homes, tents, etc.) excluding PITCHES, offered for rental by Camping El Berrueda

"STAYS" refers to the offer of ACCOMMODATION or a PITCH, where applicable accompanied by free or paid-for ancillary services.

"CLIENT" is used to refer to any person booking a STAY and/or services offered by Camping El Berrueda on the WEBSITE, using the booking portal, by post or directly with the Camping El Berrueda . The CLIENT hereby acknowledges to be capable of entering into agreement, namely of being of legal adult age and not concerned by any protection measure, or, failing which, to have the authorisation by his/her legal guardian or tutor where necessary.

INTEGRALITY

These general terms and conditions express all of the obligations of the parties respectively. Consequently, the CLIENT is deemed to accept them pursuant to the provisions set forth under article 1126 of the Civil Code. These general terms and conditions of rental and booking stays in the Camping El Berrueda are applicable excluding all other terms and conditions.

They can be accessed on the website <https://www.campingbergueda.com/> and will prevail, where applicable, over any other contrary version or document.

The Camping El Berrueda and the CLIENT hereby agree that these general terms and conditions solely and exclusively govern their relations. The Camping El Berrueda hereby reserves the right to amend its general terms and conditions on an ad hoc basis. They will be applicable immediately following publication online.

If any condition of rental or booking of a stay should be missing, it will be considered as governed by customs in force in the campsite and holiday-village rental sector in where the companies have their head office in France.

OBJECTS

The purpose of these general terms and conditions is to set out the rights and obligations of the parties in the framework of a rental, of campsite pitches, rented accommodation or stays offered by the Camping El Berrueda to the client on the website at <https://www.campingbergueda.com/> as well as by telephone with booking portals, or by post.

PRE-CONTRACTUAL INFORMATION

Prior to making a booking, the CLIENT confirms to have received a copy of these general terms and conditions of sale, rental and booking, and all information listed under article L. 111-1 of the Consumer Code.

The client has all information online or can also obtain clarification as to the services offered by the Camping El Berrueda by calling the Booking Service France of the Camping El Berrueda on + 33 (0)4 37 64 22 34, in French, Spanish and English, from Monday to Friday 9am to 7pm and Saturdays (between January and June) from 9am to 6pm, and the Booking Service Netherlands for the Camping El Berrueda on +31 (0)85-040 11 40, in Dutch, English and German, from Monday to Friday 9am to 6pm and Saturdays (between January and June) from 9am to 5pm (times subject to change).

SERVICES AND RATES

a) Booking a stay in a campsite:

The Camping El Berrueda provides the client with a bare PITCH, which can welcome up to 6 people, for a tent, caravan or motor home. The Camping El Berrueda offers various types of PITCHES of which the descriptions are outlined on the website.

i) Rates-Inclusive services

Rate of the PITCH: This is a fixed-rate per night of occupancy for the type of PITCH concerned. The basic fixed-rate includes installation, 2 people and a vehicle. (car or moto) Extra people (adults or children), electricity or additional items on the PITCH (second vehicle, trailer, motorcycle, boat, pet, tent, or additional canopy, awning, etc.) will lead to an additional daily surcharge. All of these rates can be consulted on the WEBSITE by indicating the desired dates of stay and destination. The basic fixed-rate provides free access to sanitation and welcome facilities and the swimming pool (when open), play areas and free or paid-for activities. For safety reasons, the number of people arriving for a stay may not exceed the capacity of the campsite pitch. The Camping El Berrueda reserves the right to refuse access to the pitch to any person exceeding the maximum capacity.

b) Stays in rented accommodation:

The description, minimum duration of rental and rates vary depending on the season; these can be consulted on the WEBSITE by indicating the desired dates of stay and destination.

i) Rates-Inclusive services

The total cost of renting accommodation includes rental of the accommodation itself, in line with the number of people (following capacity), costs (water, gas, electricity), a vehicle, access to welcome services, swimming pool (when open), play areas, and other facilities and activities offered (free or paid-for). For safety reasons, the number of people arriving for a stay may not exceed the capacity of the accommodation. The Camping El Berrueda reserves the right to refuse access to accommodation to any person exceeding the maximum capacity. The fully-fitted RENTED ACCOMMODATION should be returned clean and tidy upon departure. All RENTED ACCOMMODATION is non-smoking.

c) ARRIVALS AND DEPARTURES

Registration of the CUSTOMER at reception upon arrival at the place of their STAY is obligatory; it constitutes proof of the start of the stay and allows you to benefit from the facilities and services offered at the Campsite. PITCHES are available from 2pm on the date of arrival and should be vacated before midday on the date of departure. ACCOMMODATION are available from 4 p.m. on the day of arrival and must be vacated before 11 a.m. on the day of departure.

In the event of late arrival, the CUSTOMER is required to notify the CAMPSITE and installation on the pitches as well as vehicle access to the CAMPSITE cannot take place after 11 p.m., in order to preserve the tranquility of customers.

TRANSFER, SUB-LETTING

All rentals are nominative; they may neither be assigned or sub-let without the prior consent of the Camping El Berrueda

MODIFICATIONS TO RATES

Rates are dynamic and subject to modification throughout the season. Under no circumstances whatsoever may the Camping El Berrueda be held liable for any difference in rate between two stays booked for the same period.

Rates are indicated in euros, inclusive of VAT at the rate in force at the date of booking the STAY. The total price of a STAY includes the price of rental of PITCHES or ACCOMMODATION, ancillary services selected, booking costs and cancellation insurance where selected. The total price is indicated prior to confirmation by the CLIENT of the booking for the STAY whether the booking is made on the WEBSITE or via any other booking channel. Any change or modification to the rates as well as any change to taxes applicable to the stay, as at the date of billing, may be passed on to the total price of the stay

ACCOMMODATION TAX

The accommodation tax collected on behalf of local authorities is not included in our rates. The total amount of this tax is calculated per person and per day and varies in line with the destination and may be modified during the year.

PROMOTIONS

Promotional offers are subject to certain terms and conditions and notably subject to availability. Moreover, any rate reductions or promotions may not be accumulated unless otherwise indicated and may not be applied retroactively.

On such occasions, it is possible that clients pay different prices for the same stay. Clients who have paid the higher rate may not under any circumstances receive reimbursement of the difference between the price they paid and the promotional rate.

BOOKING AND PAYMENT

1) BOOKING CONDITIONS

The Client is able to make a booking online, by telephone or by post, on the basis of the pitches, accommodation and services proposed on the website All bookings should be accompanied by payment including:

- a deposit, calculated in line with the type of STAY booked, the rate chosen by the CLIENT and in line with the type of accommodation and date of booking, comprising between 40% and 100% of the total amount of the STAY (rental alone or rental with services).
- any administration/booking fees and cancellation-curtilment fees.

It should be noted that for stays of 1 and 2 nights on a campsite pitch, the deposit requested is 100% of the price of the stay.

The Camping El Berrueda hereby notifies the CLIENT that regardless of the channel used, bookings are definitive only once written confirmation of the booking is issued by the Camping El Berrueda by email (and by post upon request), after receipt of the deposit, and administration fees as well as cancellation insurance costs.

The written booking confirmation includes details of the booking made by the CLIENT as well as all information relevant to the STAY.

2) SPECIAL TERMS AND CONDITIONS OF BOOKING ON THE WEBSITE

Concerning bookings made on the WEBSITE, so as a booking can be confirmed, the CLIENT should accept these General Terms and Conditions after reading these and clicking the corresponding button and confirm his/her payment.

Following a booking, the CLIENT will receive an email confirmation including the details of the STAY (content of services, dates and duration, price and payment terms).

Electronic signature applicable to online sales

Online entry of the client's bank card number and final confirmation of the order will constitute consent of the client:

- payment of amounts due for the booking,
- signature and express acceptance of all transactions undertaken.

In the event of any fraudulent use of the bank card, the buyer is asked, as soon as he/she becomes aware of this fraudulent use, to contact our booking portal on 33 (0)4 37 64 22 35.

3) PAYMENT OF BALANCE

In addition to the deposit paid at the time of booking, the balance of the total price should be paid in the time frame indicated below:

Payment of the STAY on a bare PITCH: the balance of the STAY should be paid the day before departure or on the day of arrival.

Payment of a STAY in RENTED ACCOMMODATION: The balance of the STAY should be paid, without any reminder by the Camping El Berrueda being required, 30 days prior to the scheduled date of arrival for the lease or upon arrival at the Camping El Berrueda where the CLIENT has not booked. The entire price of the STAY (RENTED ACCOMMODATION/PITCH) is payable with the NO FLEX rate immediately at the time of booking.

Failing payment of these amounts by the aforementioned deadlines, the STAY will be considered as cancelled by the CLIENT and cancellation fees for which provision is made under the article entitled "STAY CANCELLATION" will be applicable. STAYS are considered as non-refundable and non amendable and no reimbursement will be made pursuant to the article entitled "STAYS/OFFERS/NON-REFUNDABLE AND NON-AMENDABLE RATES".

4) COOLING-OFF PERIOD

Pursuant to article L. 221-8 12° of the Consumer Code, the cooling-off period is not applicable to accommodation, transportation, restaurant and leisure services provided at a given date or frequency.

5) PAYMENT METHODS

When booking via the particular campsite's WEBSITE or via the booking centre, payment of the deposit or full payment for the STAY is made online via the particular campsite's WEBSITE (various payment methods are offered depending on the country/WEBSITE browser language, including: Cards, BCMC, IDEAL, Paypal, etc.) or via a payment link sent by the booking centre or the campsite. The transaction is immediately debited from the CLIENT's bank card following verification of the latter's details. By providing information relating to their bank card, the CLIENT authorises CAMPING EL BERGUEDA to take payment of the deposit or full payment for their STAY from their bank card. To this end, the CLIENT confirms that they are the holder of the bank card to be debited and that the name appearing on the bank card is theirs.

When booking by post, payment of the deposit or full payment for the STAY can be made by cheque in euros (by recorded delivery or registered post) up to 30 days prior to arrival or using holiday vouchers (by recorded delivery with acknowledgement of receipt). Postal bookings must be sent to the following address: HUTTOPIA, CAMPING EL BERGUEDA – Service Réservations – rue du Chapoly – 69290 St Genis les Ollières - France. Cheques are no longer accepted less than 30 days prior to the arrival date for a postal booking.

The balance for the STAY can be paid by the CLIENT via the particular campsite's WEBSITE by logging in to their personal "my account" area, where they will also find their booking summary. The balance can also be paid at the CAMPING EL BERGUEDA Campsite or via the Booking Centre.

The other payment methods accepted are as follows: holiday vouchers (by recorded delivery with acknowledgement of receipt), cash in euros only at campsites and by cheque in euros up to 30 days prior to arrival, to be sent to HUTTOPIA, CAMPING EL BERGUEDA - Service Réservations– rue du Chapoly – 69290 St Genis les Ollières - FRANCE.

Cheques are not accepted at campsites for payment on site.

ASSIGNMENT OF PITCHES/ACCOMMODATION

The assignment of accommodation (PITCH or RENTED ACCOMMODATION) is undertaken without distinction in the order in which bookings are made. Under no circumstances may the Camping El Berrueda guarantee that the PITCH or RENTED ACCOMMODATION requested by the CLIENT will be assigned unless the customer chooses the "preference" option at the time of booking, which option is subject to availability at the time of booking.

However, in any case of force majeure, the Camping El Berrueda reserves the right to amend the assignment of the PITCH or RENTED ACCOMMODATION. Assignment of PITCHES is undertaken automatically in line with the option selected at the time the client makes the booking (small, average and large tent or caravan under 6 metres or caravan over 6 metres, motor home of under 6 metres or motor home of over 6 metres, van/small truck, Roof tent, foldable caravan).

If your tent exceeds 4 meters by 8 meters, we invite you to contact the campsite directly.

The Camping El Berrueda may not be held liable if the client fails to indicate the correct category in their options and the assigned PITCH is not suitable. Only one additional piece of camping equipment is permitted per pitch (either a small tent for 1 or 2 people, or 1 barn or kitchen tent).

Vehicle trailers (motorcycle, car, boat) are extra, limited to 1 per pitch.

VEHICLE PARKING

For the tranquility of our guests, only one vehicle is allowed to park inside El Berrueda. All other vehicles must park outside the campsite.

MODIFICATION TO A STAY

Modification by the CLIENT: A request for modification of services during a STAY may be made by the CLIENT up to 30 days before arrival. In this instance, the Camping El Berrueda will seek to take all actions so as to accept this request in line with the availability of the type of PITCH or RENTED ACCOMMODATION initially booked, if the price selected allows for modifications. This modification request may be subject to payment of the fixed-rate "Cancellation/modification fees" in force at the time of modification, in addition to the price supplement depending on the modification requested. [See attached prices](#)

Modification by the campsite: In such instance as the Camping El Berrueda should be under the obligation of amending the services initially scheduled for the STAY, it will make every effort to provide services of a similar nature; the CLIENT may then either accept the modification, or terminate the Agreement and receive reimbursement of all amounts already paid, in line with the terms and conditions set forth under article L. 214-1 of the Consumer Code.

CANCELLATION OF A STAY

CAMPING EL BERGUEDA GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions governing rentals are valid from 15th March 2024

Cancellation by the Camping El Berqueda (excluding any case of force majeure): in the event of cancellation before departure of the CLIENT from his place of residence to the Camping El Berqueda for his STAY, all amounts paid by the CLIENT will be reimbursed in full by the Camping El Berqueda after notification of cancellation by letter or email with acknowledgement of receipt and in line with those terms and conditions set forth under article L 214-1 of the Consumer Code. In the event of cancellation after departure of the CLIENT from his place of residence to the Camping El Berqueda for his STAY, the Camping El Berqueda undertakes to offer CLIENTS an equivalent STAY and accepting to pay any price supplement and, if the services accepted by the CLIENT are of lower quality, the Camping El Berqueda will reimburse the difference.

Cancellation (in whole or in part) by the Client:

If the CLIENT wishes to cancel, he/she should notify the Camping El Berqueda either by sending a letter to the following address: Camping El Berqueda the Camping El Berqueda, Service clients, rue du Chapoly, 69290 Saint Genis les Ollières; or by sending an email to the address info@campingelberqueda.com. The Camping El Berqueda hereby draws the CLIENT's attention to the fact that failing cancellation in respect of the conditions set forth under this article, the CLIENT will be bound to pay the total amount of the balance due by virtue of the Agreement. Regardless of the cancellation date, booking fees and any insurance fees taken out will not be reimbursed. The date of acknowledgement of receipt of the cancellation letter/email will determine the cancellation costs payable in line with the following schedule:

Stay in Rented Accommodation:

For any stay cancelled over 30 days before the date of arrival, a fixed-rate cancellation fee, for each rented accommodation and/or pitch, booking fees and any amount for the subscription of cancellation insurance will be withheld. After 30 days before arrival or in the event of a no-show at the campsite, the total amount of the stay is due and will be withheld.

Stay on a pitch

For any stay cancelled over 30 days before the date of arrival, a fixed-rate cancellation fee, for each pitch, booking fees and any amount for subscription of cancellation insurance will be withheld. After 30 days before arrival or in the event of a no-show at the campsite, the total deposit will be withheld. Regardless of the cancellation date, booking fees and any insurance fees taken out will not be reimbursed.

Non-consumption of ancillary services:

Those ancillary services booked by the CLIENT and not used by it will not lead to any reimbursement.

STAYS/OFFERS/NON-REFUNDABLE AND NON-EXCHANGEABLE RATES

the Camping El Berqueda may offer stays and accommodation at preferential "no flex" rates on given dates which cannot be exchanged, refunded or exchanged.

Consequently, no modification or cancellation request will be considered by the Camping El Berqueda: no reimbursement may be made including reimbursement of ancillary services which were booked as a supplement.

CANCELLATION AND CURTAILMENT INSURANCE

Cancellation and curtailment insurance is optional, but the CLIENT is invited to take this out at the time of booking. The total amount is a percentage of the total amount of the stay.

This insurance notably covers cancellation of STAYS in the event of illness (hospitalisation), serious accident or death, events leading to significant damage to your home, dismissal or change of paid leave by an employer, following summons to an examination or before a court. All clauses in the cancellation insurance policy can be viewed on request and on our website. In the event of cancellation or curtailment of a stay, for any case falling within the framework of the signed policy, you should make a claim online: www.declare.fr or by email: claims@declare.fr or by writing to: Grithchen Tolède Associés - Service Sinistres – 27 rue Charles Durand - CS 710139 - 18021 BOURGES Cedex.

It is hereby reiterated that by virtue of the provisions set forth under Article L121-4 of the Insurance Code, where several insurance policies are taken out without fraud, each of them will be effective up to the limit of cover provided in each policy, and in respect of the provisions set forth under Article L121-1 of the Insurance Code.

LATE ARRIVAL, EARLY DEPARTURE

Failing any notification message from the CLIENT sent by any possible means and indicating that he/she had to delay arrival, the PITCH or ACCOMMODATION will become available 24 hours after the scheduled date of arrival in the Agreement, and full payment will be required.

No reduction will be accepted in the event of any early departure from RENTED ACCOMMODATION or a PITCH (cf. options for reimbursement in the framework of cancellation insurance).

SECURITY DEPOSIT – STAY GUARANTY

In order to facilitate the CLIENT's arrival on the campsite for their STAY, at the time of booking, the CLIENT is asked to check-in online or by e-mail or SMS, prior to the start of their STAY. This online pre-check-in allows the CLIENT to provide a security deposit by means of a simple bank card pre-authorisation, with no money being debited from the CLIENT's bank account at this point. This pre-authorisation is retained for 1 month. Should there be more than 1 month between two STAYS, a new pre-check-in will be required.

Completing an online pre-check-in means that the CLIENT does not need to pay a security deposit for their ACCOMMODATION on arriving for their STAY, or for their rental of ancillary equipment (barbecue, fridge or baby kit, etc.) or bikes during their STAY.

In the event that the CLIENT should owe the particular campsite money, the security deposit may be used by CAMPING EL BERGUEDA to cover:

- additional cleaning costs in the event of cleaning not carried out by the CLIENT upon departure (up to a maximum of €120),

- costs associated with a failure to return, or damage to, ancillary rental equipment, such as barbecues, fridges, baby kits, etc. (up to a maximum of €100),
- costs associated with damage to the ACCOMMODATION caused by the CLIENT (up to a maximum of €300),
- the security deposit or costs associated with damage to a hire bike or bikes caused by the CLIENT up to the amounts specified in the bike hire contract, in particular the appendix entitled "repair costs"
- all sums payable by the CLIENT to the campsite for the accommodation service and/or ancillary services used on site and not paid for by the CLIENT at the time of their departure,
- costs associated with the loss of keys issued to the CLIENT at the time of their arrival on the particular campsite (up to a maximum of €10)
In the case of amounts debited for additional cleaning costs, the costs of replacing keys or costs associated with damage to the ACCOMMODATION caused by the CLIENT, CAMPING EL BERGUEDA issues a corresponding invoice.

In the event of a multi-accommodation / pitch reservation, only one online registration will be made per file, this covering all RENTAL or PITCHES in the reservation. However, if the CUSTOMER wishes to individualize the guarantees so that each RENTAL or PITCH has its own Security Deposit, he can do so upon arrival at the CAMPSITE.

CLEANING

The CLIENT must return the ACCOMMODATION in a clean and tidy state. The CLIENT may ask for cleaning to be carried out, in return for a cleaning fee to be paid on site. See rates on the particular campsite's WEBSITE.

RENTAL OF ANCILLARY EQUIPMENT

Depending on availability, the CLIENT may rent ancillary equipment (barbecue, fridge, baby kit, etc.) at the time of booking their STAY or directly with the particular CAMPING EL BERGUEDA campsite during their STAY. The rented equipment is deemed to have been handed over to the CLIENT in good working order. It is the CLIENT's responsibility to ensure that the ancillary equipment hired is used in a normal and reasonable manner and to take all the necessary precautions when using it.

LEISURE ACTIVITIES

Any free or paid-for activity indicated on our WEBSITE, in an email or proposed in situ may, under certain circumstances, be amended or cancelled upon arrival.

CHILDREN

Children who are not accompanied by an adult are not accepted on the Camping El Berqueda.

PETS

A single pet is accepted per accommodation or pitch, in return for payment of a fixed-rate fee per day not included in the rental price of RENTED ACCOMMODATION and PITCHES. The CLIENT should indicate this at the time of booking or on arrival.

Pets may not roam freely around the site and should be kept on a leash. Pets are not accepted in communal premises (restaurant, event venue, bar, swimming pools). Two conditions must be met for accepting pets:

- they should have a valid up-to-date anti-rabies vaccination
- they should be identified with a stamp or chip certified by a card published by the Société Centrale Canine [Central Canine Association].
The CLIENT should have the pet's health card and comply with the internal regulations on each site. Dangerous or aggressive pets (category 1 and 2 prohibited dogs) as well as "new pets" are not accepted.

INTERNAL REGULATIONS

So as to make the stay of our clients easier, internal regulations are available from reception across all of our sites. We thank all of our clients for reading and respecting these regulations. In the event of any clear default in respect of these regulations, the Site Director may issue sanctions which may go as far as termination of the agreement.

LOSS, THEFT, DAMAGE

the Camping El Berqueda draws the CLIENT's attention to the fact that rental of accommodation on a campsite and village resort does not fall within the framework of liability of hotel operators for which provision is made under articles 1952 et seq of the Civil Code.

Consequently, the Camping El Berqueda waives all liability in the event of any theft or damage of personal effects within RENTED ACCOMMODATION and to CLIENT equipment on PITCHES or in communal areas. The Camping El Berqueda may not be held liable in the event of theft of or damage to personal effects belonging to CLIENTS unless there is a clear fault by the Camping El Berqueda in its obligations. It is additional reiterated that car parks are not supervised, and CLIENTS park their vehicles at their own risk. The Camping El Berqueda also waives all liability in the event of any incident incurring the civil liability of the CLIENT.

PERSONAL DATA

Implementation of a privacy policy by the Camping El Berqueda can be explained by its desire to notify the CLIENT as to the nature of personal data which may be collected at the time of booking a STAY, the reason for collection, the manner in which they are used and the rights held over these data.

In addition to these terms and conditions, the Camping El Berqueda invites the CLIENT to consult its privacy policy accessible at the following link: [LINK](#), which forms an integral part of these presents.

LIABILITY OF THE CAMPSITE

All photographs and wording used in the Camping El Berqueda brochures or the website are non-contractual. They are provided as a guide. It may occur that some activities and facilities offered by the Camping El Berqueda and indicated in the description in the brochure are no longer available, notably due to weather conditions or in the event of force majeure as defined by French courts.

FORCE MAJEURE

Occurrence of any event of force majeure as defined under article 1218 of the Civil Code (namely any event outside the control of the party with the obligation and which could not be reasonably foreseen upon signature of the agreement and of which the consequences cannot be avoided by appropriate measures) will lead to suspension of the obligations between the parties by virtue of the Agreement.

The party claiming occurrence of any case of force majeure as indicated above will immediately notify the other party of its occurrence by all possible written means. The parties will then come together to examine the effect of the event and, where necessary, agree on the conditions under which execution of the Agreement may resume.

If the case of force majeure lasts for more than three weeks, the Agreement will be terminated ipso jure.

All circumstances outside the control of the parties and which prevent execution under normal conditions of their respective obligations are considered as causes exonerating performance of the obligations by the parties and lead to their suspension.

The party claiming occurrence of those circumstances indicated above should immediately notify the other party of their occurrence, as well as the end thereof.

Force majeure will be considered as all events or circumstances which are uncontrollable, external to the parties, unforeseeable, unavoidable, outside the control of the parties and which cannot be prevented by the latter, despite taking all reasonable efforts. It is expressly agreed that, in addition to those usually accepted by legal precedents of the French courts and tribunals, the following events will be considered as cases of force majeure or fortuitous incidents: storms, flooding, lightning strikes, earthquakes, fire, stoppage of telecommunication networks or difficulties to operation of telecommunication networks external to the client, suspension of transportation or supply means, epidemic or pandemic.

The parties will then come together to examine the effect of the event and agree on the conditions under which execution of the Agreement may resume.

If the case of force majeure lasts in excess of three weeks, accommodation or pitch rental agreements will be terminated ipso jure.

PARTIAL INVALIDITY

If one or more stipulations appearing in these general terms and conditions are deemed as invalid or declared as such pursuant to any law, regulation or following any definitive ruling handed down by a competent court, all other stipulations will retain their force and scope.

NON-RELINQUISHMENT

In such instance as either party should not claim default by the other of any of its obligations indicated under these general terms and conditions, this may not be deemed in future as relinquishment of the obligation in question.

LANGUAGE OF THE AGREEMENT

These general terms and conditions are originally drafted in French. In such instance as they should be translated into one or more foreign languages, only the French text will prevail in case of any dispute.

DISPUTE RESOLUTION- MEDIATION

For French and European Union citizens, in the event of any dispute concerning the validity, interpretation, execution or default in execution, modification or termination of the Agreement, the Client and CAMPING EL BERGUEDA will strive to seek an amicable resolution.

Consequently, the client will send its claim by recorded delivery letter with acknowledgement of receipt to CAMPING EL BERGUEDA – Service relation clients, rue du Chapoly, 69290 Saint Genis les Ollières France or alternatively to the following email address: service-clients@CampingElBerqueda.com within a period of one month following the stay.

In accordance with Section L. 612-1 of the French Consumer Protection Code, and subject to Section L.152-2 of the French Consumer Protection Code, failure to reach an outcome deemed to be satisfactory entitles the Customer to request the reaching of an amicable resolution via mediation, within one year of the submission of a written complaint by contacting:

SAS Médiation Solution

222 chemin de la bergerie 01800 Saint Jean de Niost

website: <https://www.sasmediationsolution-conso.fr>,

email: contact@sasmediationsolution-conso.fr

For total transparency, it is hereby indicated to the client that use of SAS Médiation Solution is a free procedure for the client, even if the client makes the referral.

In the event of any unsuccessful mediation, the client and CAMPING EL BERGUEDA may refer the matter to the French courts holding jurisdictional competence at the place of usual residence for clients residing in a European Union Member State other than France.

APPLICABLE LAW

These general terms and conditions are governed by French law subject to the fundamental provisions from which the parties may not derogate.

SPECIAL TERMS AND CONDITIONS OF SALE FOR "GROUPS"
These special terms and conditions governing rentals are valid from 15th March 2024

PREAMBLE

These special terms and conditions of sale (hereinafter the "ST&CS") are intended to supplement and amend CAMPING EL BERGUEDA's general terms and conditions of sale (hereinafter the "GT&CS") to which the ST&CS are appended. These ST&CS take precedence over the GT&CS in order to take into account the specific nature of the products and/or to take account of the trade terms specific to a group and the professional purpose of the booking. A group is characterised by a booking made by (i) an organization (club, association, employee representative body, community, school group, non-profit organization, etc.) (ii) for a group of persons who are (a) members of this organization or (b) for whom this organization is responsible under a duty of vigilance or other legal obligation or (c) who are bound by a contract the purpose or effect of which enables them to benefit from the STAY; and (iii) for the needs of its activities or corporate purpose (excluding an industrial, artisanal, professional or agricultural activity) and hereinafter referred to as a "GROUP CUSTOMER".

GROUP CUSTOMERS guarantee and vouch for compliance with their contractual obligations by those persons making up the group concerned by the booking (hereinafter the "PARTICIPANTS").

PRICING AND BILLING

CAMPING EL BERGUEDA will provide the GROUP CUSTOMER with a detailed quote upon request. The prices in the quote are firm for 30 days from the date the quote is sent to the GROUP CUSTOMER. A global invoice will be sent to the GROUP CUSTOMER at the billing address that the GROUP CUSTOMER must have confirmed and provided to the CAMPSITE or VILLAGE.

CHANGING THE NUMBER OF PARTICIPANTS FOR GROUP STAYS

If the number of PARTICIPANTS is lower than that requested for in the quote, the price of the STAY will remain unchanged. If the number of PARTICIPANTS is greater than that requested for in the quote, the CAMPSITE or VILLAGE concerned reserves the right to refuse the additional PARTICIPANTS. If the CAMPSITE or VILLAGE agrees to accommodate the additional PARTICIPANTS, the additional payment for the STAY must be made before the additional PARTICIPANTS arrive on the CAMPSITE or in the VILLAGE.

SECURITY DEPOSIT

In addition to registering a means of payment online to be used to pay the non-discharging security deposit of €420 (guarantee for the ACCOMMODATION and cleaning costs), by means of a link sent by email before the start of the STAY (see the SECURITY DEPOSIT paragraph in the GT&CS), the GROUP CUSTOMER making a booking may, with the agreement of the CAMPSITE or VILLAGE, proceed with the security deposit procedure by the following alternative means:

- cheque for €420 per ACCOMMODATION provided on arrival,
- bank transfer made at least 10 days before the start date of the STAY, for the amount of €420 per ACCOMMODATION.

An additional security deposit of €400 will be required for room hire. When sums remain due by the GROUP CUSTOMER or when the ACCOMMODATION or rented room is damaged or if the cleaning is not carried out, CAMPING EL BERGUEDA:

- will deduct the corresponding amount from the security deposit if the security deposit payment has been pre-authorised,
- will cash in the security deposit cheque,
- will retain all or part of the security deposit paid by bank transfer.

ACCOMMODATION CLEANLINESS

All ACCOMMODATION is non-smoking. GROUP CUSTOMERS must not smoke inside the ACCOMMODATION.

GROUP CUSTOMERS must ensure that cleaning is carried out on a regular basis in order to keep the ACCOMMODATION in good condition.

For any STAY longer than 2 weeks, a cleaning fee will be charged every 14 days to GROUP CUSTOMERS for each accommodation. If the cleanliness of the ACCOMMODATIONS is deemed insufficient, the CAMPSITE or VILLAGE may decide to bill the GROUP CUSTOMER for a higher flat rate for cleaning costs per mobile home, chalet or other ACCOMMODATION. This bill must be paid on receipt.

The cleaning fee does not include cleaning the dishes, the refrigerator or taking out the rubbish bins (these tasks are incumbent on GROUP CUSTOMERS).

CATERING FOR GROUPS

If the quote includes one or more meals at the CAMPSITE or VILLAGE, the GROUP CUSTOMER must specify the exact number of meals booked in writing (email or post) no later than 14 days before their arrival. If the number of meals consumed is less than the number booked, the GROUP CUSTOMER will not be entitled to any refund.

GROUP SUPERVISION FOR MINORS

An adult must be present in each accommodation where minors are present and must supervise these minors. No exceptions to this clause will be allowed unless such stipulations are specifically approved in writing by CAMPING EL BERGUEDA.

BEHAVIOUR ON THE CAMPSITE AND USE OF FACILITIES

CAMPSITES and VILLAGES are first and foremost family-friendly, calm holiday resorts. PARTICIPANTS must respect this and use the facilities made available to GROUP CUSTOMERS with moderation, and in any case not the entire group at the same time. The various facilities available to GROUP CUSTOMERS must be used while respecting other CUSTOMERS and without excess. When the leisure facilities on the CAMPSITE or VILLAGE are used by groups of minors, there must be no more than 8 people in the group (including 1 adult supervisor). Vehicles must come and go in accordance with the timetables set out in the internal regulations.

Any damage to facilities caused by a PARTICIPANT must be paid for before leaving the CAMPSITE or VILLAGE. If immediate payment is not possible, CAMPING EL BERGUEDA will deduct the cost of repairing the damage from the security deposit. If the security deposit is insufficient to cover the costs, the GROUP CUSTOMER undertakes to pay CAMPING EL BERGUEDA the balance on presentation of the invoice.

RESPECT FOR THE PREMISES AND INTERNAL REGULATIONS

PARTICIPANTS must avoid any noise or discussions that could disturb their neighbours. There must be complete silence between 11 pm and 8 am.

The GROUP CUSTOMER shall ensure that PARTICIPANTS do not disrupt the operation of the site or jeopardize site security or the safety of the persons on the site.

A copy of the internal regulations is available at the reception desk of each CAMPSITE or VILLAGE. GROUP CUSTOMERS undertake to read these regulations, to comply with them and ensure that PARTICIPANTS do the same. Should these regulations or any legal provisions be blatantly disregarded, the manager of the CAMPSITE or VILLAGE in question may impose penalties up to and including termination of the contract.

If PARTICIPANTS are to blame for a nuisance that causes a prejudice to the CAMPSITE or VILLAGE, the GROUP CUSTOMER may be asked to pay compensation for the prejudice suffered. This compensation may be deducted from the security deposit.

CIVIL LIABILITY INSURANCE

The GROUP CUSTOMER undertakes to provide a certificate of civil liability insurance covering the group's STAY when signing the quote. This is an essential condition for booking the ST.

SPECIAL TERMS AND CONDITIONS OF SALE FOR "BUSINESS CUSTOMERS"
These special terms and conditions governing rentals are valid from 15th March 2024

PREAMBLE

These special terms and conditions of sale (the "ST&CS") are intended to supplement and amend CAMPING EL BERGUEDA's general terms and conditions of sale ("GT&CS") of which the CUSTOMER must be aware. These ST&CS take precedence over the GT&CS in order to take into account the specific nature of the products and/or to take account of the trade terms specific to customers acting in a professional capacity. A business customer is any natural person or legal entity acting in a professional capacity in connection with their commercial, industrial, artisanal, professional or agricultural business activities, including when they are acting in the name of or on behalf of another professional (hereinafter referred to as a "BUSINESS CUSTOMER").

BUSINESS CUSTOMERS are liable for any damage caused by the goods in their care, and guarantee and vouch for compliance with their contractual obligations by those persons making up the group concerned by the booking, for whom BUSINESS CUSTOMERS assume full responsibility, under the conditions laid down in article 1242 et seq. of the Civil Code.

PRICING AND BILLING

CAMPING EL BERGUEDA will provide the BUSINESS CUSTOMER with a detailed quote upon request. The prices in the quote are firm for 30 days from the date the quote is sent to the BUSINESS CUSTOMER. A global invoice will be sent to the BUSINESS CUSTOMER at the billing address that the BUSINESS CUSTOMER must have confirmed and provided to the CAMPSITE or VILLAGE.

Any sum not paid by the due date shall automatically incur a late payment penalty equal to three (3) times the legal interest rate in force on the due date. The statutory flat fee to cover collection costs with respect to commercial transactions will be added to the amount of the unpaid invoice for the amount in force on the date of issue of the invoice (i.e. €40 on the date of effect of this document), as provided for in article L.441-10 of the French Commercial Code or any provision replacing or supplementing it. An additional indemnity will also be charged if collection costs incurred exceed the amount of the statutory flat fee.

CHANGE IN THE NUMBER OF PERSONS

When the booking is based on a quote and if the effective number of persons who arrive is lower than that requested in the quote, the price of the STAY will remain unchanged. If the number of persons is greater than that requested in the quote, the CAMPSITE or VILLAGE concerned reserves the right to refuse the additional persons. If the CAMPSITE or VILLAGE agrees to accommodate the additional persons, an additional payment for their STAY must be made before the additional persons concerned arrive at the CAMPSITE or VILLAGE. BUSINESS CUSTOMERS guarantee and vouch for compliance with their contractual obligations by these additional persons, for whom they assume full responsibility, under the conditions laid down in article 1242 et seq. of the Civil Code.

SECURITY DEPOSIT

In addition to registering a means of payment online to be used to pay the non-discharging security deposit of €420 (guarantee for the ACCOMMODATION and cleaning costs), by means of a link sent by email before the start of the STAY (see the SECURITY DEPOSIT paragraph in the GT&CS), the BUSINESS CUSTOMER making a group booking may, with the agreement of the CAMPSITE or VILLAGE, proceed with the security deposit procedure by the following alternative means:

- cheque for €420 per ACCOMMODATION provided on arrival,
- bank transfer made at least 10 days before the start date of the STAY, for the amount of €420 per ACCOMMODATION.

An additional security deposit of €400 will be required for room hire.

When sums remain due by the BUSINESS CUSTOMER or when the ACCOMMODATION or rented room is damaged or if the cleaning is not carried out, CAMPING EL BERGUEDA:

- will deduct the corresponding amount from the security deposit if the security deposit payment has been pre-authorised,
- will cash in the security deposit cheque,
- will retain all or part of the security deposit paid by bank transfer.

USE OF THE ACCOMMODATION

In accordance with the laws governing classified campsites, the rented ACCOMMODATION cannot constitute the BUSINESS CUSTOMER's primary residence, and the BUSINESS CUSTOMER must provide proof of their primary address.

CAMPING PITCHES and ACCOMMODATIONS will be used solely for temporary private accommodation and may not be used for any industrial, commercial, artisanal or other professional activities. In particular, it is forbidden to store materials in the ACCOMMODATIONS.

BEHAVIOUR ON THE CAMPSITE

CAMPsites and VILLAGES are first and foremost family-friendly, calm holiday resorts. BUSINESS CUSTOMERS must respect this and use the facilities available with moderation, and in any case not the entire group at the same time. The various facilities available to BUSINESS CUSTOMERS must be used while respecting other CUSTOMERS and without excess. Vehicles must come and go in accordance with the timetables set out in the internal regulations.

Any damage to facilities caused by the BUSINESS CUSTOMER or one of the persons in the group booking for whom the BUSINESS CUSTOMER assumes responsibility, must be paid for before leaving the CAMPSITE or VILLAGE. If immediate payment is not possible, CAMPING EL BERGUEDA will deduct the cost of repairing the damage from the security deposit. If the security deposit is insufficient to cover the costs, the BUSINESS CUSTOMER undertakes to pay CAMPING EL BERGUEDA the balance on presentation of the invoice.

RESPECT FOR THE PREMISES AND INTERNAL REGULATIONS

BUSINESS CUSTOMERS must avoid any noise or discussions that could disturb their neighbours. There must be complete silence between 11 pm and 8 am.

BUSINESS CUSTOMERS shall ensure that the operation of the site is not disrupted and that site security and the safety of the persons on the site is not jeopardized.

A copy of the internal regulations is available at the reception desk on each of our sites. BUSINESS CUSTOMERS must read these regulations and comply with them. Should these regulations be blatantly disregarded, the manager of the CAMPSITE or VILLAGE in question may impose penalties up to and including termination of the contract.

If members of the group are to blame for a nuisance that causes a prejudice to the CAMPSITE or VILLAGE, the BUSINESS CUSTOMER may be asked to pay compensation for the prejudice suffered. This compensation may be deducted from the security deposit.

All people present are required to refrain from any action that could damage the hygiene or appearance of the CAMPSITE or VILLAGE.

The cost of repairing any damage to the vegetation, fences, grounds or facilities on the CAMPSITE or VILLAGE will be at the expense of the BUSINESS CUSTOMER.

ACCOMMODATION CLEANLINESS

All ACCOMMODATION is non-smoking. BUSINESS CUSTOMERS must not smoke inside the ACCOMMODATIONS.

BUSINESS CUSTOMERS must ensure that cleaning is carried out on a regular basis in order to keep the ACCOMMODATION in good condition.

For any STAY longer than 2 weeks, a cleaning fee will be charged every 7 days to BUSINESS CUSTOMERS for each accommodation. If the cleanliness of the ACCOMMODATIONS is deemed insufficient, the CAMPSITE or VILLAGE may decide to bill the BUSINESS CUSTOMER for a higher flat rate for ACCOMMODATION cleaning costs. This bill must be paid on receipt.

The cleaning fee does not include cleaning the dishes, the refrigerator or taking out the rubbish bins (these tasks are incumbent on BUSINESS CUSTOMERS).

PROFESSIONAL CIVIL LIABILITY INSURANCE

BUSINESS CUSTOMERS undertake to provide a professional civil liability insurance certificate on first request.

DISPUTE RESOLUTION

Any dispute that cannot be settled out of court will be referred exclusively to the courts in the jurisdiction of the Lyon Cour d'Appel (FRANCE).