

# GENERAL TERMS AND CONDITIONS OF SALE 2022

#### 1- SCOPE OF THE GENERAL CONDITIONS OF SALE

These general conditions automatically govern all sales of stays made by Camping Ma Prairie or on the website www.maprairie.com. They are an integral part of any contract concluded between the campsite and its customers.

In order to fully benefit from the services offered by Camping Ma Prairie, we advise you to carefully read the general conditions below which govern the sales of stays. Booking a stay implies full and complete acceptance of these general conditions.

#### 2-BOOKING CONDITIONS

- 1) The reservation becomes effective only after agreement from the Campsite, after receipt of either the deposit and the duly completed and signed reservation contract, or after acceptance of the general conditions of sale when booking online.
- 2) The location number is never contractual and is assigned to the extent of availability.
- 3) Reservations are binding on the Campsite only if the Campsite has accepted them, which the campsite is free to do or refuse depending on availability and in general, any circumstance likely to affect the performance. of the reservation made. The campsite offers family holidays, in the traditional sense, the accommodation being specially designed for this purpose. The campsite reserves the right to refuse any reservation which would be contrary to this principle or which would seek to divert it.
- 4) The reservation of a campsite or accommodation is made on a strictly personal basis. The customer may not under any circumstances sublet or transfer his reservation without the prior consent of the Campsite.
- 5) Minors must be accompanied by their parents or legal guardians.

# 3- SERVICES

# 1- CAMPING LOCATION:

The pitches have an average area of  $80\text{m}^2$  in accordance with the new 2011 standards. They can accommodate from 2 to 6 people, baby included and depending on the equipment installed.

The basic package includes the pitch for the tent, caravan, or motorhome for 1 or 2 people, electricity, access to sanitary facilities and reception facilities.

## 2- RENTAL:

The rental accommodation is equipped, with or without sanitary facilities. The basic package is for 2 to 6 people depending on the type of rental offered by the Campsite (children and babies are considered as people). The Campsite reserves the right to refuse access to the Campsite to families or

groups who come with more participants than the capacity of the rented accommodation allows.

A group is considered to be all families or groups of natural persons who know each other and travel together, reserving under the same person or individually, more than 3 accommodations or pitches on common or overlapping dates of stay and for the same reasons. Any request for a group reservation must be the subject of a prior request to the campsite, which reserves the right to accept or refuse these reservations.



#### 4- PRICES AND TOURIST TAX

The prices indicated are subject to change. The campsite reserves the right to modify the prices at any time. The rate applicable to the stay is the rate in force on the day of the reservation, subject to availability. When the customer requests a quote, its validity is indicated on the document. After the validity date, the price indicated is no longer guaranteed.

The advantages or promotions offered by the campsite after the reservation date cannot be applied to a reservation already paid in full or in part.

The price of the stays is indicated in euros (including VAT at the current rate) and are indicated for one night, with a minimum number of nights depending on the period and type of stay:

Pitch: 2 nights minimum, arrival / departure days free

Rental: 2 nights minimum in low season, 7 nights minimum from 07/01/2021 to 08/31/2021, arrivals / departures on Saturdays, Sundays, and Wednesdays subject to availability.

Tourist tax is not included. It is compulsory and its amount is set by decision of the Perpignan Méditerranée community of municipalities (2020: 0.65 € / night / per person aged 18).

Management fees: 25 € per reservation, fixed and non-refundable amount.

Our former customers can choose a pitch number when booking, subject to our availability. For this option, a "Choice of location" supplement of € 20 will be charged.

GIFT VOUCHER: The gift voucher is valid for 12 months from the day of purchase. It can be used on the purchase of stays or services to be consumed on site, excluding catering. It can be used as a means of payment on the site www.maprairie.com. The gift certificate cannot be refunded or exchanged. The special offers offered on the value of the gift voucher cannot be combined or exchanged for any other offer.

The general conditions of sale apply to gift certificates. If you have any questions, do not hesitate to contact us.

## 5- ABSENCE OF RIGHT OF WITHDRAWAL

The legal provisions relating to the right of withdrawal in the event of distance selling provided for by the Consumer Code are not applicable to tourist services (article L.121–19 of the Consumer Code).

Thus, for any order for a stay at the campsite, the customer does not benefit from any right of withdrawal.

## 6- TERMS OF PAYMENT

For reservations made more than 30 days before the date of arrival, a deposit of 25% of the price of the amount of the services reserved must be paid upon reservation.

Payment of the balance of your reservation must be made no later than 15 days before your arrival. For reservations made less than 15 days before the date of arrival, the full amount of the stay must be paid.

You will be billed for the reserved period indicated on the contract. No reduction will be made in the event of late arrival or early departure.



#### 7-MODIFICATION OF YOUR RESERVATION

The customer can request changes to his stay, dates or types of accommodation, at no extra charge, upon written request either by mail or by e-mail. These modifications may be accepted or refused by the campsite depending on possibilities and availability. No postponement will be accepted for the following season. In the absence of any modification, the customer must make his stay under the initial booking conditions or cancel it according to the cancellation conditions.

Any increase in the length of stay will be made according to availability and the rates in force.

Any request to reduce the length of your stay will be considered a partial cancellation and will be subject to the terms of cancellation and interruption of stay.

## 8- UNUSED SERVICES

Any interrupted or shortened stay (late arrival or early departure) by you cannot give rise to reimbursement.

#### 9- CANCELLATION

# 1) Cancellation by the Campsite:

In the event of cancellation due to the campsite, except in cases of force majeure, the stay will be fully refunded, up to the amount of payments received on the date of cancellation. However, this cancellation may not give rise to the payment of damages.

Any open reservation in accordance with the general conditions of sale will be canceled.

## 2) Cancellation by the customer

Any cancellation of your contract must reach us by mail or email to be taken into account.

·More than 30 days before the date of arrival: The deposit of 25% of the amount of the stay will be refunded, less non-refundable management fees.

·From 30 days to 15 days before the date of arrival: 25% of the amount of your stay will be retained in cancellation fees.

·Less than 15 days before the date of arrival or if you do not show up on this date: the total amount of your stay will be retained.

Management fees and the amount of cancellation insurance when taken out are never reimbursed. Cancellation costs may be covered by the cancellation guarantees offered by the Campsite. No refund will be made without taking out the cancellation insurance guarantee.

## 3) Cancellation insurance

We advise you to take out cancellation insurance. This contract, offered by the Company GRITCHEN TOLEDE ET ASSOCIES "Campez Couvert" N ° d'Orias 150 004 26 offers you a cancellation-interruption guarantee, which allows you to obtain reimbursement of the sums paid in the event of cancellation of your stay. stay or early departure under certain conditions provided on request.

Pitch or Rental insurance rates: 3.9% of the total amount of your stay.



#### **10- CONDUCT OF THE STAY**

## 1) ARRIVALS

For any unreported delay, the rental / pitch becomes available 24 hours after the arrival date mentioned on the reservation contract. After this period, and in the absence of a written message, the reservation will be void and the deposit will be retained by the campsite.

# • Pitch:

Arrivals are from 3:00 p.m. in high season any day of the week and from 2:00 p.m. in low season. A deposit of € 20 will be required for the badge that controls the opening of the barriers.

#### • Rental accommodation:

For rental accommodation, we welcome you from 5:00 p.m. on the day of your arrival in high season. In low season, reception can be done from 3:00 p.m. When the keys are handed over, a deposit of € 250 will be requested for the badge which controls the opening of the barriers as well as for the guarantee of the equipment made available to you.

# 2) DURING YOUR STAY

It is up to the camper to be insured. The camper is responsible for the surveillance of his personal items (bicycles, cell phones, laptop, bath towels, etc.) and must be insured for civil liability for his equipment (caravan, tent, camper van, etc.).

The campsite declines all responsibility for damage to the camper's equipment that is not of its own making.

All customers must comply with the provisions of the internal regulations which are given to you on the day of your arrival.

Each tenant in title is responsible for the disturbances and nuisances caused by the people who stay with him or visit him. Any disturbance caused intentionally and despite the recommendations or interventions of the campsite staff may terminate the contract immediately, without giving rise to reimbursement.

## 3) DEPARTURES

All departure administrative formalities must be completed the day before at the latest. For any delayed departure, an additional day may be billed at the price of the night in force.

## • Pitch:

Pitches must be vacated on the day of your departure before 11:00 am.

# Rental Accommodation:

Rental accommodation must be vacated by 10:30 am on the day of your departure indicated on your contract. The accommodation will be left in a perfect state of cleanliness and the inventory can be checked. Any broken or damaged equipment will be at your expense, as will the restoration of the premises, if necessary. The deposit will be returned to you at the end of your stay, after deduction of the compensation retained on the supporting invoice for any damage noted by the inventory of fixtures. The withholding of the deposit does not exclude additional compensation in the event that the repair costs exceed the amount thereof.

If the accommodation has not been cleaned before your departure, a cleaning fee of a minimum value of € 80 including tax will be requested.

If you cannot be present during the inventory (departure outside reception opening hours), the deposit will be returned to you by mail, with the exception of the cleaning deposit which remains definitively acquired at the campsite.



#### 11-ANIMALS

Animals (except 1st and 2nd Category dogs) are welcome with a supplement except in the Prestige Taos and Prestige Declik rental range. They must be registered upon arrival. They will be kept on a leash at all times, identified and up-to-date vaccination records, under the responsibility of their owner. They should not be left alone on your pitch or in your accommodation.

#### 12- AQUATIC AREA:

Access to the swimming pools is free and strictly reserved for campsite customers. Visitors do not have access to the swimming pool. Swimming shorts or any other bathing clothes are prohibited. Only swim briefs or boxers, bikinis or one-piece swimsuits are allowed. Swimming is not supervised. Children must be accompanied and bathe under the responsibility of their parents or legal guardians.

#### 13- RESPONSIBILITY OF THE CAMPSITE

The customer expressly acknowledges that the Campsite cannot be held responsible for the communication by its partners or by any third party of false information which may be mentioned in guides or websites, in particular photos, descriptions, activities and installations., leisure activities, services and dates of operation. All photos and texts used in the brochure and the campsite website are non-contractual. They are for informational purposes only. It may happen that certain activities or facilities offered by the Campsite and indicated in the description appearing on the site or the brochure are deleted, in particular for climatic reasons or in the event of force majeure as defined by the French courts.

# 14- IMAGE RIGHTS

You authorize the campsite or any person authorized by the campsite to photograph you, record you or film you during your stay, and to use said images, sounds, videos and recording on any media (in particular the website or internet page, Facebook, on all promotional or presentation media and on tourist guides). This authorization is valid both for you and for the people staying with you. Its purpose is to ensure the promotion and animation of the Campsite and cannot in any way damage your reputation. This authorization is granted free of charge for all countries and for a period of 10 years.

# 15- COMPUTING AND FREEDOM

The information you provide us with when ordering will not be transmitted to any third party and are considered by the campsite as confidential. They will only be used by the

Campsite for processing your order and for strengthening and personalizing communication and the range of services that are reserved for campsite customers.

In accordance with articles 39 and following of the law n ° 78–17 of January 6, 1978 modified in 2004 relating to data processing, files and freedoms, any person can obtain communication and, if necessary, rectification or deletion of the information. concerning.

To exercise this right, we invite you to contact: Camping Ma Prairie, 1 Avenue des Coteaux, F-66140 Canet-en-Roussillon or by e-mail at contact@maprairie.com

## **16-LITIGATION**

Any possible complaint concerning the non-conformity of the services provided in relation to the contractual commitments can be reported by mail or by email to the Campsite Management.

Mediation: If you are not satisfied with the response from the Campsite, you can contact the Medicys mediation center within one month of sending these letters or emails. You must submit a file online on the site www.medicys.fr Referral by email: contact@medicys.fr Referral or by post: 73, boulevard de Clichy 75009 PARIS.