

# General terms and conditions of sale

### **ARTICLE 1 - SCOPE OF APPLICATION**

These General Conditions of Sale apply without restriction or reservation to any purchase of services offered by Camping RIOCLAR to consumers and non-professional customers ("The Customers or the Customer").

These conditions apply to the exclusion of all other conditions.

These General Terms and Conditions of Sale are systematically communicated to any Customer prior to the conclusion of the contract for the provision of services and will prevail, if necessary, over any other version or any other contradictory document.

The Customer declares that he has read these General Terms and Conditions of Sale and has accepted them prior to the conclusion of the contract for the provision of Services. The validation of the services' order by the Customer constitutes acceptance without restriction or reservation of these General Terms and Conditions of Sale.

In case of sale by Internet, the Customer declares having read these General Terms and Conditions of Sale and having accepted them by ticking the box provided for this purpose before the implementation of the online ordering procedure as well as the general terms and conditions of use of the website www.rioclar.com.

The validation of the Services' order by the Customer implies acceptance without restriction or reservation of these General Terms and Conditions of Sale.

As these General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the day the contract is concluded.

These General Terms and Conditions of Sale are accessible at any time on the website and shall prevail, where applicable, over any other version or any other contradictory document.

In the absence of proof to the contrary, the data recorded in the service provider's computer system constitutes proof of all transactions concluded with the Client.

In accordance with the Data Protection Act of 6 January 1978, reinforced and supplemented by the RGPD (general regulations on data protection) which came into force on 25 May 2018, the Customer has, at any time, a right of access, rectification, opposition, deletion and portability of all his personal data by writing, by mail and by proving his identity, to:

# CAMPING RIOCLAR

SAS Rioclar with share capital of 12,000.00 Euros - R.C.S. Manosque 482,090,214 Route de Barcelonnette - D900 - 04340 Meolans-Revel www.rioclar.com - 0033(0)492811032 - hello@ rioclar.com

# **ARTICLE 2 - RESERVATION CONDITIONS**

The reservation becomes effective only with the agreement of Camping Rioclar, after receipt of the deposit and after receipt either of the reservation contract duly completed and signed, or after receipt of a signed quotation with the mention "good for agreement", or after acceptance of the general terms and conditions of sale when booking online. Any order request placed on the website constitutes the formation of a contract concluded at a distance, and necessarily implies the acceptance, without restriction or reserve, of these general terms and conditions of sale.



For the accommodation rental or a campsite pitch, 30% of the amount of the stay will be requested as a deposit which will be deducted from the amount of the stay and 18 euros for booking fees which will be retained by Camping Rioclar.

The balance of the amount of your stay is to be paid in full on the day of your arrival for the rental of a camping pitch.

The balance of the amount of your stay is to be paid 30 days before your arrival for the rental of chalets, mobile homes, caravans and lodge tents. Confirmation will only be definitive after receipt of the balance 30 days before the date of your arrival. After this deadline, if we have not received your payment, we will consider your reservation as cancelled, and the cancellation conditions will be applied. All rentals are nominative and can in no case be transferred or sublet.

Rioclar cannot under any circumstances guarantee a specific location. The customer therefore does not have the possibility of choosing the camping pitch or the location of his accommodation in advance and no pitch number will be definitively allocated to him before his stay. Only the place, dates and type of accommodation are guaranteed.

Rioclar considers that any reservation(s) for 3 or more accommodation(s) and/or 12 or more people made by the same or different persons but knowing each other and travelling together for the same reasons, on the same dates and on the same campsite is a group.

Any request for a group booking must be sent by e-mail to hello@rioclar.com or by telephone on 04.92.81.10.32 specifying that it is a group booking request.

Rioclar reserves the right to study the request before accepting or refusing it.

#### **ARTICLE 3 - YOUR STAY**

On the day of your arrival, the pitch or rental must be occupied before 7pm. In case of delay, please let us know. In the absence of any written message from the reservee specifying that he or she has had to postpone the date of arrival, the pitch becomes available 24 hours after the date of arrival agreed in the contract. The full payment of the services remains required, telephone messages are not allowed. For a rental of chalet, mobile home and caravan the tenant pays a deposit of 200 euros on the day of arrival, this deposit will be returned after his departure, inventory and inventory of fixtures made.

On the day of departure, the pitch must be free and clean by noon at the latest. The rented accommodation must be free and clean by 11.00 am at the latest.

If the rental accommodation has not been cleaned before your departure, a cleaning fee of a minimum value of 60€ including tax will be charged.

For any delayed departure, you may be charged for an extra day at the current price per night.

It is the camper's responsibility to make sure: the camper is responsible for the surveillance of his or her personal belongings. The campsite declines all responsibility in the event of an incident falling under the camper's civil liability.

Any visitor or additional camper must report to reception on arrival and can only be admitted with the agreement of the management and under the responsibility of the campers who receive them. Their vehicles must remain in the entrance car park. A fee will be charged to each visitor; they must have left the campsite by 10pm. Access to the swimming pool is strictly forbidden to all visitors unless authorised by the management.

### **ARTICLE 4 - MODIFICATION AND CANCELLATION OF YOUR STAY**

## Modification and cancellation by the camper:

Any request for an increase in the length of your stay will be made according to availability and according to current rates.

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

No reduction will be granted in case of late arrival or early departure. For any modification of the dates of stay, the same pitch or rental cannot be guaranteed.

For a pitch rental, any cancellation of reservation must be made by registered letter with acknowledgement of receipt at least 31 days before the date of arrival. The deposit will be refunded at the end of the season, the booking fees remaining at the Rioclar campsite. For all



cancellations made less than 31 days before the planned date of arrival: the booking fees and the deposit will be retained by Camping Rioclar as compensation for breach of contract.

For the rental of a chalet, mobile home, caravan or lodge tent, any cancellation must be made by registered letter with acknowledgement of receipt more than 61 days before the planned date of arrival, the deposit will be refunded at the end of the season, the booking fees remaining the property of Camping Rioclar. For any cancellation between 61 days and 31 days before the date of your arrival, the costs of the booking will be refunded to you at the end of the season. The files and the deposit remain acquired by Camping Rioclar as compensation for breach of contract. For any cancellation less than 31 days before the date of your arrival, or if you do not arrive on that date: the booking fees, the deposit and the balance of the stay are retained by Camping Rioclar as compensation for breach of contract.

If you have taken out a cancellation guarantee, the sums paid are covered by the guarantee in accordance with the general conditions of cancellation.

## **Cancellation due to the Rioclar campsite:**

In case of cancellation by Camping Rioclar, except in case of force majeure, the stay will be fully refunded. However, this cancellation will not give rise to the payment of damages.

#### **ARTICLE 5 - ANIMALS**

Animals are accepted for a fee payable at the time of booking. When they are allowed, they must be kept on a leash at all times. They are not allowed around swimming pools, in food shops or in buildings. The vaccination booklet for dogs and cats must be up to date.

New pets (NAC), i.e. pets belonging to species other than those subject to legislation on domestic carnivores (dogs, cats and ferrets) are expressly prohibited.

Examples of NAC are birds, rodents, fish, reptiles (snakes, turtles, lizards), amphibians, arthropods, insects and spiders, or even pigs, fennecs or monkeys kept by humans as pets for the specific purpose of making them pets.

#### **ARTICLE 6 - IMAGE**

You authorise Camping Rioclar to photograph, record or film you during your stay at the Campsite and to use images, sounds, videos and recordings on any communication medium (in particular on the Camping Rioclar website and social networks (facebook and Instagram). This authorisation applies both to you and to the people staying with you. The sole purpose of this authorization is to ensure the promotion and animation of Camping RIOCLAR and can in no way harm your reputation. This authorization is granted free of charge, for all countries and for a period of 5 years.

All customers agree to read and respect the general conditions of operation and the internal rules of the campsite.

# **ARTICLE 7 - APPLICABLE LAW - LANGUAGE OF THE CONTRACT**

These General Terms and Conditions of Sale and the operations arising there from between the Service Provider and the Customer are governed by and subject to French law.

These General Terms and Conditions of Sale are written in French.

In the event that they are translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

#### **ARTICLE 8- DISPUTES**

All disputes to which the Supply of Services operations concluded in application of these general terms and conditions of sale may give rise, concerning their validity, interpretation, execution, resolution, consequences and follow-up, and which could not be resolved amicably between the Seller and the Customer, shall be submitted to the competent courts under the conditions of common law.

The Customer is informed that it may in any event have recourse to conventional mediation, in particular with the Commission de la médiation de la consommation (C. consom. art. L 612-1) or with the existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g. conciliation) in the event of a dispute.