



Impasse de bel air, 85300 SALLERTAINE
www.camping-belair-sallertaine.com
Téléphone : +33(0)2 53 65 09 02 / +33(0)6 82 77 32 21

GENERAL TERMS OF SALE (GTS) (Updated 01/2024)

DEFINITIONS:

ORDER or **BOOKING** or **RENTAL**: Purchase of Services.

SERVICES: Rental accommodation.

HEBERGEMENTS: mobile leisure residence (mobile-home).

ARTICLE ONE - APPLICATION CHAMP

These General Terms of Sale apply, without restricting seasonal rental of accommodation on the BEL AIR HOLIDAY PARK campground offered by the SAS BUTAULT CAMPING registered at the RCS de la Roche on Yon under the number SIRET 844 565 325 00025 ('the Provider') to non-professional customers ('Customers' or customer).

The location rentals as owner of a mobile home does not fall under these GTS but a specific bi-annual contract. These GTSs do not apply to specific bi-annual owner contracts.

The Customer is required to be aware of this before any transfer of command. Choosing and purchasing a Service is the customer's sole responsibility.

The Provider's contact information is as follows:

Camping BEL AIR HOLIDAY PARK
BUTAULT CAMPING SAS
Beautiful air impasse
85300 SALLERTAINE

These conditions apply to the exclusion of all other conditions, including those applicable to other marketing channels of the Services.

These Terms of Sale are available at any time on the website and will prevail, if necessary, on any other version or other contractual document.

Unless there is evidence to the contrary, the data stored in the provider's computer system is proof of all transactions with the Customer.

In accordance with the Computer and Freedoms Act of 6 January 1978, the Customer has, at all times, a right of access, correction, and opposition to all his personal data by writing, by mail and justifying his identity, to:

Denis BUTAULT (SAS President)
Camping BEL AIR HOLIDAY PARK
Beautiful air impasse
85300 SALLERTAINE

The Customer states that he has been aware of these General Terms of Sales and has accepted them by checking the box provided for in the seasonal rental agreement.

As these Terms of Sale may be subject to further changes, the version applicable to the purchase of the Customer is the one in effect on the website on the date of the order.

ARTICLE 2 - RESERVATIONS

The Customer selects the services he wishes to order, according to the following terms:

- Contacting and requesting information by the contact tab of the website (www.camping-belair-sallertaine.com), or by telephone (+33 6 82 77 32 21) specifying the period, the number of people or the number of rooms desired.
- By emailing the Provider, send a quote with a description of the proposed mobile home and can offer to pre-book for 2 weeks the requested period. It is described in this email the payment method, 30% to order and the balance 70%, 1 month before the start of the stay (in case of booking for less than one month, the payment will be 100% on the booking).
- Agreed by the customer by mail return on the proposal, the campsite pre-reserve for 2 weeks (1 week if the start date of the stay is less than 1 month).
- Upon receipt of the deposit by transfer, bank check or holiday check, the provider confirms and blocks the booking of the stay.
- The provider sends a seasonal rental contract that will be returned to complete and sign
- The payment of the balance must be made 1 month before the start of the stay by transfer, bank check or holiday check,

It is up to the Customer to verify the accuracy of the command and immediately report any errors. The Order will not be considered final until the Customer has sent the trust of the acceptance of the command by the Provider, by e-mail.

All Orders are nominative and cannot, under any circumstances, be ceded.

ARTICLE 3 - RATES

The Services offered by the Provider are provided at the rates in effect on the website www.camping-belair-sallertaine.com, when the order is registered by the Provider. Prices are expressed in Euros, TTC excluding tax on stays varying depending on the number of people.

The rates take into account any reductions that would be granted by the Provider on the website www.camping-belair-sallertaine.com.

These rates are firm and not reviewable during their validity period, as stated on the website www.camping-belair-sallertaine.com, the Provider reserved the right, outside this period of validity, to change the prices at any time.

The cost of processing and managing a file valued at 20 euros is offered for any booking starting at 120 euros TTC.

An invoice is drawn up by the Seller and delivered to the Customer when the Ordered Services are provided.

3.1. RESIDENCE TAX

The residence tax, collected on behalf of the CHALLANS-GOIS community of city, is not included in our rates. Its amount is determined per day per adult person under French law, in 2024, it's 22cts of euro. It must be paid when the balance is paid or when the keys are handcover.

ARTICLE 4 - TERMS OF PAYMENT

4.1. ACOMPTE

A down payment of **30%** of the total price of the supply of the Services ordered is required when the order is placed by the Customer (unless otherwise stated in the contract). It will have to be paid within 2 weeks of the offer to benefit from the pre-booking. It will be deducted from the amount of the royalties but not reimbursed by the Provider in case of cancellation less than 45 days before the scheduled arrival date.

In case of cancellation before the 45 days of the start of the stay, the application fee (even if they are offered) is not refunded.

Pre-booking is cancelled in case of non-payment of the deposit on time

All sums paid (deposit, application fee, etc.) will be fully refunded in case of impossibility to complete the stay for reasons related to the a health crisis due to the client, the provider or the decisions of the state services.

4.2. BALANCE

The balance of the price is payable 1 month before the start of the stay (unless otherwise stated in the contract), under the terms set out in the "provision of services" section below.

4.3. PAYMENTS

Payments made by the Customer will only be considered final after the Provider has an effective receipt of the sums owed by the Provider.

4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, the Provider reserves the right, in the event of non-compliance with the payment terms above, to suspend or cancel the provision of the Services ordered by the Customer and/or to suspend the performance of its obligations.

In the event of non-payment of the balance within the agreed time and after 2 restarts of the provider and without any payment being made within 10 days, the booking will be cancelled and will not entitle you to refund the deposit.

In the event of a delay in payment of the balance and payment of the sums owed by the Customer beyond the above deadline of 4.2, and after the payment date listed in the contract, late penalties calculated at the rate of 2% of the TTC amount of the price of the provision of the Services, will be acquired automatically and by right to the Provider, without formality or prior notice.

The delay in payment will result in the immediate liability of all the sums owed by the Customer, without prejudice to any other action that the Provider would be entitled to bring, as such, against the Customer.

4.4. MEANS OF PAYMENT

The authorized means of payment are:

- The credit card locally or remotely,
- Payment by cheque from a non-French banking institution is not accepted
- Bank transfer money

No additional fees, greater than the costs incurred by the Provider for the use of a means of payment, will be charged to the Customer.

ARTICLE 5 - PROVISION OF PRESTATIONS

5.1. ACCOMMODATION

The accommodation (mobile home) and the plot can be occupied from 16 PM on the day of arrival and must be vacated for 10 AM on the day of departure (unless otherwise specified in the contract).

The balance of the stay must be paid in full 1 month before the date of arrival (unless specific to the contract) or the cancellation of this rental (cf. 4.3)

Accommodations are provided for a specified number of rental occupants and indicated in the contract, they cannot be occupied by a higher number of people.

Accommodations and parcels will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of for the cleaning of 50 € for the mobile homes 2 bedrooms of 25m², 65 € for the mobile homes 2 bedrooms of 32 m², 80 € for the mobile homes 3 bedrooms. Any deterioration of the accommodation, its accessories or the plot will give rise to immediate rehabilitation at the tenant's expense. The end-of-rental inventory status must be rigorously identical to that of the start of the rental.

5.2 SECURITY DEPOSIT

As a guarantee of the provisions of the **ACCOMMODATION** article, a security deposit per mobile home of 250 euros is required at the tenant on the day of the handover of the keys and is returned to him on the end of the tenancy with possible deduction of the refurbishment costs.

This deposit does not constitute a limit of liability.

ARTICLE 6 - DELAY, INTERRUPTION OR CANCELLATION OF SEJOUR BY THE COSTUMER

No reduction will be made in the case of a delayed arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

6.1. CHANGE

In the event of a change in dates or the number of people, the Provider will endeavour to accept requests for a change of date as much as possible within the availability limit, at no additional cost.

Any request for a short stay period will be considered by the Provider as a partial cancellation.

6.2. INTERRUPTION

A premature departure will not give rise to any refund from the latter.

6.3. CANCELLATION

In the event of cancellation of the Reservation by the Customer after its acceptance by the Provider less than 45 days before the scheduled date of Rental reserved, for any reason except force majeure, the deposit paid to the reservation, as defined in Article 4 - CONDITIONS OF PAYMENT of these General Terms of Sale will be acquired to the Provider and will not give rise to any refund except for reasons related to the a health situation

It will be considered a cancellation the case of non-payment of the balance within the agreed time and this after 2 raises of the provider without any payment is made within 10 days as defined in Article 4 - CONDITIONS OF PAYMENT of these General Terms of Sale, the booking will be cancelled and will not entitle to refund of the deposit.

ARTICLE 7 - RESPONSIBILITY OF THE CUSTOMER

7.1. CIVIL LIABILITY

The Customer housed on a site or in accommodation must be insured in civil liability. A certificate of insurance may be requested from the Customer before the start of the service.

7.2. ANIMALS

Dogs (excluding dangerous category 1 and 2) or cat dogs are accepted, under the responsibility of their owners.

They are accepted on the basis of the obligation to subscribe to the *cleaning fee* with the Provider and payable on the spot (unless otherwise stated in the contract).

The deposit is increased to 400 euros per accommodation.

7.3. internal rules

The internal rules as well as a specific rule of the swimming pool is displayed at the reception. The Client is obliged to read and respect them.

ARTICLE 8 - RESPONSABILITE OF THE PROVIDER - WARRANTY

The Provider guarantees the Customer, in accordance with the legal provisions and without additional payment, against any non-compliance or hidden defect, awaiting a failure to design or carry out the Services ordered.

In order to assert its rights, the Customer must inform the Provider, in writing, of the existence of defects or defects of compliance within a maximum of 2 days from the provision of the Services.

The Provider will correct or correct services deemed defective as soon as possible and no later than 3 days after the Provider finds fault or defect.

Only defects or defects preventing sleeping will result in a refund, the other services being also available on the campsite.

The refund will be made by credit on the Customer's bank account or by bank cheque addressed to the Customer.

The Provider's guarantee is limited to the reimbursement of the Services actually paid by the Customer and the Provider cannot be considered responsible or failing for any delay or non-performance following the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided by the Provider comply with the regulations in force in France. The Provider cannot be held liable in the event of non-compliance with the law of a foreign national's country, which it is up to the Customer, who is solely responsible for the choice of the services requested, to verify.

ARTICLE 9 - RETRACT RIGHT

Activities related to the organization and sale of stays or excursions on a specified date or period are not subject to the withdrawal period applicable to the distance sale.

ARTICLE 10 - INFORMATICS AND LIBERTES

Under Act 78-17 of January 6, 1978, it is recalled that the personal data requested from the Customer is necessary for the processing of his Command and the preparation of invoices.

This data can be shared with potential Vendor partners responsible for the execution, processing, management and payment of order.

The processing of the information provided through the [website www.camping-belair-sallertaine.com](http://www.camping-belair-sallertaine.com) has been the subject of a declaration to the CNIL.

The Customer has, in accordance with the national and European regulations in force, a right of permanent access, modification, correction and opposition with regard to the information concerning him.

This right can be exercised under the terms and conditions set out on the website www.camping-belair-sallertaine.com.

ARTICLE 11 - INTELLECTUAL PROPERTY

The content of the [website www.camping-belair-sallertaine.com](http://www.camping-belair-sallertaine.com) is the property of the Seller and its partners and is protected by French and international intellectual property laws.

Any full or partial reproduction of this content is strictly prohibited and is likely to constitute a crime of counterfeiting.

In addition, The Provider remains the owner of all intellectual property rights on photographs, presentations, studies, drawings, models, prototypes, carried out (even at the customer's request) for the provision of Customer Services. The Customer therefore prohibits any reproduction or exploitation of these studies, designs, models and prototypes, without the express, written and prior authorization of the Provider who can condition it to a financial consideration.

ARTICLE 12 – SECURITY VIDEO

For the safety of guests, the campsite is equipped with security video,

Shelf life is 30 days maximum

Any person may ask the person in charge of the system to have access to the records concerning him or to check their erasure within the prescribed period

ARTICLE 13 – IMAGE RIGHTS

During the stay of the Customer, the latter is likely to be photographed or filmed for the advertising or security needs of the Provider. The Customer is informed that it is his responsibility to report in writing to the Provider, as soon as he arrives at the reception, his possible opposition to this practice.

ARTICLE 14 - APPLICABLE LAW - LANGUAGE

These General Terms of Sale and the resulting transactions are governed and subject to French law.

These General Terms of Sale are written in French. If they are translated into one or more foreign languages, only the French text would be authentic in the event of a dispute.

ARTICLE 15 - LITIGES

Any disputes to which the purchase and sale transactions concluded under these general terms of sale could give rise, concerning their validity, interpretation, execution, termination, consequences and consequences and which could not be resolved between

the seller and the customer will be subject to the competent courts under the common law conditions.

The Customer is informed that in any event he may resort, in the event of a challenge, to a conventional mediation procedure or any other alternative method of settling the differences.

In accordance with the provisions of Article L 612-1 of the Consumer Code, any customer of the campground has the right to use a consumer mediator free of charge for the amicable resolution of a dispute between him and the operator of the Field.

The contact information for the consumer mediator that the customer can enter is:

Centre de la médiation de la consommation des conciliateurs de justice (**CM2C**)

Per mail ,: 14 rue Saint Jean 75017 Paris

Per e_mail, to : cm2c@cm2c.net

ARTICLE 16 - PRE-CONTRACT INFORMATION - CUSTOMER ACCEPTANCE

The Customer acknowledges that it has had communication, pre-issued to the passing of this order, in a readable and understandable manner, of these General Terms of Sale and of all information and information covered by articles L111-1 to L111-7 of the consumer code, and in particular:

- The essential characteristics of the Services, given the communication medium used and the Services involved;
- The price of the Services and related costs;
- information about the Provider's identity, postal, telephone and electronic contact information, and activities, if it is not apparent from the context;
- information on legal and contractual guarantees and how they are implemented; The functionality of digital content and, if necessary, its interoperability;
- The possibility of conventional mediation in the event of a dispute;
- information on termination terms and other important contractual terms.

The fact that a natural person (or corporation) commands carries full membership and acceptance of these General Terms of Sale, which is expressly recognized by the Customer, who renounces, in particular, to avail himself of any document which would be unenforceable to the Provider.