

## General conditions 2024 camping Le Repos du Baladin

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### ARTICLE 1 – SCOPE OF APPLICATION

These General Sales Terms apply, without restriction nor reserve, to the rental of any accommodation or camping pitch at the Le Repos du Baladin campsite for every reservation that is made by a customer via our website [www.camping-auvergne-france.com](http://www.camping-auvergne-france.com), by telephone or by email or directly at our reception.

The principal characteristics of the Services are presented on the [www.camping-auvergne-france.com](http://www.camping-auvergne-france.com) website or on a written medium – paper or electronic – in case of reservation by means other than a remote order.

The Client and all participants must be aware of them before placing any order. The selection and purchase of a Service is solely the Client's responsibility.

These General Sales Terms apply to the exclusion of any other conditions surrounding the Service Provider, and particularly those applicable to other sales channels for the Services.

These General Sales Terms remain accessible at all times on the website, and they prevail over any other version or any other contractual document, as the case may be. The version applicable to the Client is the one in effect on the website or expressed by the Service Provider on the date that the Client places the Order.

In the absence of evidence to the contrary, the data registered in the Service Provider's computer system constitute the proof of all the transactions made with the Client.

### ARTICLE 2 – RESERVATIONS

2.1 The client selects the services that he or she wishes to order on the website, via telephone or mail. It's the client's responsibility to verify the accuracy of the order and to immediately bring any error to the attention of the campsite. The Order will only become definitive after payment of the reservation deposit and after the confirmation of the campsite's acceptance of the Order is sent to the Client, by electronic mail.

2.2 The campsite remains entitled to accept or refuse every request of a reservation. The campsite has been set up for holidays in a familial atmosphere. The campsite remains entitled to refuse every request for a reservation that is contrary to this principal.

2.3 To make a reservation, the client must be of age and capable. The campsite remains entitled to refuse every reservation made by a minor when he or she is not accompanied by an adult. During the making of a reservation, the client is obligated to provide a first and last name, from himself and all participants, birthdates, a valid address, email address, telephone number and license plate. The campsite remains entitled to refuse every person that's not listed on the reservation confirmation. The client that placed the reservation is obligated to be present during the stay. Because of safety reasons it's not allowed to add more participants on a stay than is indicated by the campsite (this includes babies and children).

2.4 The campsite remains entitled to refuse every reservation request that contains more than 6 (six) persons or every request where 1 or more clients want to make a reservation for multiple accommodations or pitches for the same dates. Every reservation request for a group must be made in advance by telephone or by mail. No group reservation can be made via the internet website without consent of the campsite.

### **ARTICLE 3 – PITCHES AND ACCOMMODATIONS**

3.1 The basic rate for a pitch for tents, caravans or motorhomes includes: 1 person, 1 vehicle, access to the sanitary and other facilities. All supplements (other participants, whether adult or child, electricity, water, rental of a fridge or tables and chairs, a second car, tourist taxes etc) are not included in the basic rate. The client can add these supplements during his reservation or after, according to availabilities. During the reservation, the client has to provide information about his campsite equipment and even so the dimensions of this equipment. Due to security reasons, caravans or motorhomes longer than 8.5 meters or higher than 2.3 meters are not allowed on the property. The campsite can't be held responsible if a pitch doesn't conform to the client's campsite equipment because the client didn't provide correct information to the campsite.

3.2 The basic rate for an accommodation is 4 persons or less included (adults, children or babies) 1 vehicle, access to all the campsite facilities. A 5<sup>th</sup> or 6<sup>th</sup> person can be added to some accommodations (including children and babies), an extra fee will be demanded for this of 5€ and tourist taxes. All other supplements like bed linen, end of stay cleaning, baby beds etc are not included in the price. Without permission of the campsite, it's forbidden to place a tent on the parcel of an accommodation.

3.3 According to availability, a client can request a specific pitch or accommodation. The campsite will try to honor this request but there is no guarantee. This is an extra free service and not included in the reservation. The campsite can make a counter proposal to the client and the reservation will be validated after accord of the client.

### **ARTICLE 4 – PAYMENT TERMS**

4.1 The following ways of payment are allowed by the campsite: cash, by debit card and via international bank transfer.

4.2 The client pays with its reservation a deposit of 30% (thirty) percent of the total amount of the stay. This applies to pitches and also to accommodations.

4.3 For the rental of an accommodation, the client is obligated to pay the remaining amount 30 days before it's arrival. If the client can't pay or is not willing to pay this amount, the campsite remains entitled to cancel the reservation. There will be no reimbursement of the already paid amount of the client.

4.4 For a pitch, the client will pay, after having paid the deposit, the remaining amount of his reservation the day after arrival on the campsite.

4.5 For 'last minute' reservation requests (a request with an arrival in 30 website and the client must pay by card the total amount immediately.

### **ARTICLE 5 - COURSE OF THE STAY**

5.1 Arrival and departure times for accommodations:

The arrival time for an accommodation, is in peak season and low season: from 03.00 pm on until 08.00 pm. The departure times are in peak season as in low season from 07.30 am on until 10.00 am.

5.2 Arrival and departure times for pitches:

The arrival time for a pitch in peak season is 01.00 pm. In low season the client can address himself to the reception during opening hours. In case the reception is not open, please follow instructions on the reception door. The departure times in peak season as in low season is from 07.30 am until 12.00 am. A departure after 12.00 can mean the invoicing of another night.

5.3 House rules

The client and all participants, whether they rent a pitch or an accommodation, are expected to be aware of the house rules and to respect them. This also applies for the swimming pool rules. In the case that a client or a participant is not respecting the rules, and does not respect warnings, the campsite can decide to demand the departure of this client or its participants before the initial date of departure. In no case the client can request a (partial) reimbursement. Members of a group will be held account individually for their behavior.

#### 5.4 Animals

The presence of an animal must be specified during the reservation. Dogs in the 1<sup>st</sup> and 2<sup>nd</sup> category (pit bulls, rottweilers etc) are not allowed on the property. A maximum of 2 animals is allowed per reservation. For dogs a supplement of 4€ per dog per night will be asked. Animals must be held on a leash at all times on the property. It's forbidden for dogs to do their needs on the property. It's forbidden to leave an animal alone on a pitch, in an accommodation or in a car on the property. The animal has to be vaccinated and the client is obligated to bring a vaccination proof. The campsite will require to verify the proof during the arrival.

#### 5.5 State of the accommodation

The client has, after arrival, 24 hours to pass on all abnormalities, problems with inventory or the general state of the accommodation to the campsite staff. The end of stay cleaning is the responsibility of the client. If the client doesn't clean or cleaning is insufficient, the campsite can hold on 70€ (seventy) of the security deposit.

#### 5.6 Security deposit

On the day of arrival, the client is obliged to leave a security deposit at the reception of 200€. The money will be reserved via a debit card. The security deposit is meant to cover any damage to the accommodation, applied by the client. The end check will be done by the cleaning team after departure of the client. The amount of 200€ will be released after and a confirmation will be send by email to the client. If something is not alright, the client will be contacted within 24 hours after departure. If the client wishes to do an end check with the staff of the campsite, he can make a rendez vous for this at the reception, the evening for his departure at the latest. The security deposit does not constitute the limit of the Client's responsibility.

#### 5.7 Third party liability insurance

The client and all participants, whether the reservation is for a pitch or an accommodation, must have a third party liability insurance. The campsite staff can ask for proof of this. The campsite can't be held accountable for any damage or missing of a clients possessions in the whole establishment (campsite, parking lot, sanitary etc).

#### 5.8 Visitors

The client has the right to receive visitors on his pitch or in his accommodation, after approval of the campsite. The campsite remains entitled to refuse visitors. If the visitor wishes, to spend a night on the property, a supplement between 4€ and 6€ will be asked per visitor per night, plus tourist taxes. All visitors are under full responsibility of the client.

### **ARTICLE 6. MODIFICATION, INTERRUPTION OR ANNULATION OF A STAY**

#### 6.1 Belated arrival

In the case a client is not capable of arriving at the stated arrival hours, he must contact the campsite before 06.00 pm on the date of arrival, to arrive eventually and with permission of the campsite, the same day until 10.30 pm or the next morning. No arrival will be accepted after 10.30 pm. In no case the client will be reimbursed because of a late arrival or an early departure. In the case a client does not present itself on the day of arrival, and does not contact the campsite to inform of a late arrival, the campsite remains entitled to cancel the reservation without reimbursement. The campsite remains entitled to put the pitch or accommodation available again, the day after the initial arrival from 12.00 am on.

#### 6.2 Modification of a reservation

The client can, according to availabilities, make a request for the modification of a reservation. This can be done up to 14 days before the day of arrival. In the case that the total amount of the modified reservation is less than the amount of the initial reservation, the client can't count on a reimbursement. In the case that the total amount of the modified reservation is more than the initial reservation, the client is obliged to pay the difference. In the case that the campsite cannot meet the request of the client, the reservation remains unchanged.

#### 6.3 Modification or annulment by the campsite

Following article R211-9 from the French 'code de tourisme', the campsite can possibly modify or annul a reservation before the day of arrival. In this case, the campsite will contact the client as soon as possible. The client has to respond to the campsite's proposition within the, by the campsite indicated, time. If the client does not agree with the campsite's proposal, he can cancel the reservation and the campsite will reimburse the payments already done by the client. If the client does not respond to the proposition of the campsite, the reservation will be canceled.

#### 6.4 Interruption of a stay or early departure.

Every interruption of a stay, or every departure earlier than the initial departure date, whichever the reason is (family or private circumstances, health circumstances, bad weather etc) won't be reimbursed. The client can subscribe an annulment insurance when making a reservation via our website or ask for this by phone or email. According to the conditions of the assurance, the client can be reimbursed in case of an interrupted stay or an early departure (see article 7, annulment insurance)

#### 6.5 Unused services

No reimbursement can be made when the client decides to not use a reserved service or supplement anymore (example: fridge or table and chairs)

#### 6.6 (Full or partial) annulment of the reservation (pitch or accommodation)

In the case of the annulment of a reservation, for whatever the reason, the client must inform the campsite of this by email. The 'frais de dossier' (reservation costs) are acquired definitely by the campsite after a reservation has been made. The following payments can be acquired by the campsite after an annulment:

- The total amount of deposit, provided by the client during the reservation, in case of an annulment between the date of the reservation and until 30 days before the initial date of arrival.
- From 30 days before arrival until the initial day of arrival, or when a client does not present himself on the day of arrival: the total amount of the stay.

The client can subscribe an annulment insurance while making a reservation via our website, or demand an insurance by mail or telephone. In the case a client subscribed an annulment insurance, the client will be reimbursed following the conditions of the insurance (see article 7 – annulment insurance)

### **ARTICLE 7 – ANNULMENT INSURANCE**

The client can, if he wishes, subscribe an annulment insurance during his reservation via our website, by email or telephone. The client has the possibility to subscribe an insurance with our partner 'Gritchen Affinity'. The total costs of the insurance must be paid to the campsite when the reservation is made. These costs can never be reimbursed. In the case of an annulment, the client will contact the insurance. In no case the client can demand a (partial) reimbursement to the campsite, when the insurance is not willing to reimburse. The client can also choose an insurance of his own liking to insure his stay.

In every way, it's the responsibility of the client to conclude an annulment insurance, and never the responsibility of the campsite.

Gritchen Affinity – Campez Couvert [www.campez-couvert.com](http://www.campez-couvert.com)

All the terms and conditions can be found on the insurance's website or will be provided on simple request.

## **ARTICLE 8 – PRICES**

All prices are indicated in euros and include all tourist taxes. They are available on our website or on demand. The campsite remains entitled to changes prices at any given time. The campsite recommends to verify the prices on the date when the reservation will be made on our website or to contact us directly. All offers are retroactive and only one offer can be used per reservation.

## **ARTICLE 9 – RIGHT TO WITHDRAWAL**

With regard for Article L.221-28 of the French Consumer Code, the right of withdrawal cannot be applied to contracts for the provision of accommodation services, which must be provided at a determined date or period.

## **ARTICLE 10 – RESPONSABILITIES OF THE CAMPSITE**

10.1 The information that is provided by the campsite or via brochures should be correct on the date of the reservation. Nevertheless, the campsite remains entitled to change information at any given time.

10.2 Pictures and photos of the campsite, pitches, accommodations, facilities and services on internet and in brochures are only for illustration and are non-contractual.

10.3 The campsite can't be held responsible in the case that the client performs his contract incorrect or in any case of force majeure, exceptional and unforeseen circumstances.

10.4 In the hypothetical case that the campsite can be held responsible for whatever reason, the direct or indirect damage compensation won't be more than the amount of the initial reservation.

## **ARTICLE 11 – APPLICABLE RIGHT – LANGUAGE**

These General Sales Terms and the operations resulting from them are regulated and subject to French law.

These General Sales Terms are drawn up in the French language. If they are translated into one or several foreign languages, only the French text is binding in case of a dispute.

## **ARTICLE 12 – DISPUTES**

Any dispute that could result from operations of purchase and sale concluded in application of these General Sales Terms, concerning their validity, interpretation, execution, cancellation, consequences, and results which cannot be resolved between the Service Provider and the Client will be subject to the competent courts in conditions of ordinary law.

The Client is informed that, in all events, he or she may request conventional arbitration proceedings or any other alternative method for conflict resolution in case of a dispute.

The fact that a natural (or legal) person places an order on the [www.camping-auvergne-france.com](http://www.camping-auvergne-france.com) website implies full agreement to, and acceptance of, these General Sales Terms, and this is expressly recognized by the client, who namely waives the right to any contradictory document, which would be unenforceable upon the campsite.