



Conditions Générales de Vente

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Flower Camping Altéa Terms & Conditions of Business

These Terms and Conditions set out the rights and obligations of the parties that make up the booking contract for touring pitches and rental units at our campsite.

By booking a pitch and/or rental accommodation at our campsite you acknowledging that you have read and agreed these Terms and Conditions of Business.

1/ Services – Rates

We offer touring pitches and holiday units for rent.

➤ Touring pitches

A touring pitch is a camping pitch designed to take a tent, caravan or motorhome.

The price of your stay is calculated on the basis of our standard package, which includes rental of the pitch and the right for two people to camp on the pitch with either one tent and one vehicle or one caravan and one additional vehicle or one motorhome access to our leisure and toilet/washing facilities, our activities and an electrical hook-up.

You will need to select one of the following packages :

Comfort package: a two-person pitch with a motorhome or a car with a tent or caravan + electrical hook-up

Freecamp package: Comfort package + sanitary block and individual kitchen on site

Charges for additional extras (additional person, additional vehicle, pets. etc.) are not included in the packages listed above and will be added to them where appropriate.

Security deposits of € 20 when the barrier badge is handed over, € 10 for each wristband giving access to collective showers, or € 150 for the freecamp and € 40 for cleaning it. requested following your reservation or on your arrival, which will be returned to you at the end of your stay and at the latest within a week by post from your departure, if you return them to us. In the event of non-return of the entrusted material, we will keep the deposit (s) concerned. We also reserve the right to retain part or all of the 150 € in the event of damage to the freecamp and / or its content and / or of equipment on the campsite. Finally, we reserve the right to deduct the sum of 40 € for cleaning costs if this has not been done when the latter leaves.

➤ Rental units

Our prices include the rental cost depending on the number of people (as per capacity of unit), the cost of water, gas and electricity, parking, access to our leisure and toilet/washing facilities and our activities.

Security deposits of 300 € for accommodation, 40 to 100 € depending on the size of the accommodation for cleaning and 20 € for the barrier badge, will be requested following your reservation OR upon your arrival , which will be returned to you at the end of your stay and at the latest within a week by post from your departure. However, we reserve the right to keep part or all of it in the event of damage to the accommodation and / or its content and / or equipment on the campsite. We also reserve the right to deduct the amount. from 60 to 100 € (depending on the type of accommodation) for cleaning costs if this was not done on departure and / or 20 € in the event of non-return of the barrier badge entrusted .

➤ Touring pitches and rental units

All prices quoted include VAT but exclude French tourist tax and eco-participation.

Whichever option you chose (touring pitch or rental accommodation), additional charges will be made for additional vehicles and tents and for pets, visitors, etc..

Please note that despite our best efforts the content of brochures and websites may include printing errors and omissions and that our prices are subject to change in line with economic and business conditions. The contract price payable by you is the price indicated in your booking confirmation.

Flower Campings applies a dynamic pricing policy. This means that our rates may go up or down over time. Partner benefits advantages and special offers cannot be applied retrospectively to confirmed bookings whether paid for in part or in full.

As result, different customers may pay different prices for the same holiday. Under no circumstances will customers paying a higher price between the price they have paid and the special offer price.

2/ Booking conditions

➤ Bookings

You can make a booking on our website at www.alteacamping.com, on the Flower website at www.flowercampings.com by phone or email.

At the time of booking, you will be required to:

- pay a deposit of 30 % of the cost of your stay including the cost (incl. VAT) of any services you have pre-booked and French tourist tax where applicable and eco-participation
- an administration charge of EUR 20,
- your holiday cancellation insurance premium (if you have chosen this option).

Your booking is not contractually valid until you have received a written booking confirmation by email recapping the details of your stay.

The balance of the cost of your stay, including the cost (incl. VAT) of any services you have pre-booked and the taxes where applicable, must be paid no later than 30 days before the start of your stay. If the balance is not paid within this period, the stay will be deemed to have been cancelled and our cancellation conditions as set out below will apply.

All bookings made less than 30 days before your arrival date must be paid for in full at the time of booking unless more favourable terms are available. You will be informed of any such terms at the time of booking.

➤ Cooling-off period

The cooling-off period stipulated in section L. 221-28 12° of the French Consumer Code (Code de la Consommation) does not apply to the provision of accommodation, transport, hospitality and leisure services supplied on a fixed date or at fixed intervals.

➤ Maximum capacity

In the interests of safety and to comply with the terms of our insurance policy, the number of occupants per rental unit or touring pitch must not exceed the maximum capacity stipulated for that unit or pitch (1 to a maximum of 8 people depending on unit or pitch capacity) including new-born babies. If it becomes apparent on your arrival that your party exceeds the maximum capacity of the accommodation or camping pitch you have booked, we reserve the right to refuse you access to the accommodation or camping pitch booked. In such a case, we will not refund the cost of your stay.

➤ Under 18s

In the interests of safety, children under the age of 18 must be accompanied by their parents or grand-parents for the entire length of their stay unless you have requested and we have authorised an exception to this rule by email prior to your arrival.

3/ Terms of payment

➤ Accepted payment methods

You can pay for your booking or your stay using any of the following payment methods:

- french holiday vouchers
- cash
- Bank card
- transfer.
- Bank or postal french check only more than 30 days before arrival (they are not accepted for payment on site)
- and other means of payment offered on the website

However, bookings made less than 30 days before your scheduled arrival date must be paid for by bank debit or credit card.

➤ Walk-in customers

If you arrive at the campsite without booking in advance you will be required to pay for at least the first night of your stay on arrival. Our reception staff will also ask you how long you intend

to say. The balance of the price must be paid no later than the day before your departure so please make a note of our reception opening hours. No refund will be given if you leave earlier than indicated.

4/ Your stay

➤ **Handover of keys**

Rental period: from the day of arrival (from 4 p.m. to 6 p.m. all year round and from 4 p.m. to 8 p.m. in July / August), to the day of departure (between 8 a.m. and 10 a.m.), departures are only by appointment you prior. (taken the day before departure at the latest)

In case of late arrival, please contact the reception beforehand.

Please note that if you have expressed a preference for a particular pitch or rental unit we will do our best to accommodate your wishes but cannot guarantee to satisfy them.

You are expected to leave your pitch or rental unit in the condition in which you found it. In particular, you are required to carry out the necessary cleaning before your departure.

If you have any complaints about the cleanliness or general state of your rental unit, you should inform us within 24 hours of your arrival so that we can take the necessary action. We will not be able to act on complaints received after this 24-hour period.

We will have cleaned your accommodation before you arrive and you must leave it in the state in which you found it. If you fail to do this, we reserve the right to deduct cleaning costs from your security deposit as set out in section 1 of these Terms and Conditions.

➤ **Late arrival/early departure**

If you arrive later or depart earlier than the dates indicated in your booking confirmation, you will still have be charged the full price of your stay. No refunds will be made for nights on which your pitch/rental unit is booked but not occupied.

➤ **Pets**

With the exception of the breeds listed in French dangerous dogs categories 1 and 2, we accept both cats and dogs at our campsite at extra charge. Only animals weighing less than 10 kg are allowed in the rentals. Dogs must be kept on a leash on campsite premises and you must clean up after your animal. You will be asked to produce your animal's pet passport on arrival at the campsite. It must provide evidence that your pet's rabies vaccination is up to date and that the animal has been microchipped or tattooed.

➤ **Campsite rules**

You will be expected to abide by our Campsite Rules throughout your stay. You will find a copy of these rules posted at reception. Please let us know if you would like us to send you a copy by email.

➤ **Image rights**

During your stay, you may find that we are taking photographs and/or videos at the campsite. These photographs and videos, which may feature you or other members of your party, may be used in our activities or for publicity purposes. When you complete your booking, we will

assume that you are giving us your consent to use any such photographs or videos on which you may appear for the purposes stated above. We will also assume that you are giving this consent on behalf of the other members of your party. Any specific refusal of consent must be notified to us by email or registered letter with acknowledgement of receipt.

➤ Non-availability of certain services

You may find that one or more of the services we offer (swimming pool, restaurant, activities, entertainment, etc.) are temporarily unavailable for all or part of your stay. We accept no liability for such non-availability and will not refund any or all of the cost of your stay on such grounds.

We will do everything we can to let you know about any works or alterations that will be carried out during your stay.

➤ Termination of the booking contract due to non-performance by you

The booking contract will be terminated by operation of law in the following cases:

- If you or another member of your party repeatedly fails to comply with our Campsite Rules following the service by email of initial notice to comply with the Campsite Rules. In such a case, you must leave your rental unit or pitch within 2 hours of the termination of your booking contract as notified by email and we will not refund any part of the price of your stay.

- If you fail to arrive at the campsite within 24 hours after your scheduled arrival time without explaining why and/or informing us of your presumed arrival time. At the end of this 24-hour period if we have been unable to contact you using the contact details you gave us when you booked your holiday. In such a case we will retain any money you have paid to us and no refund will be made.

5/ Changes to your stay

You may ask to change the dates and/or the terms (type of accommodation) of your stay at our campsite as long as we receive your request reaches us by email at least 21 days before your scheduled arrival date.

However, this is on condition that you book another stay at our campsite in the same season as your initial booking subject to availability and the rates applicable at the time. You may only make changes to your initial stay once. If you are unable to take advantage of the booking made to replace your initially scheduled stay, it will be deemed to have been cancelled and no refund will be made.

If the cost of the replacement booking is higher than that of your initially scheduled stay, you must pay us the difference no later than 30 days before your new arrival date. If you fail to do so, the replacement booking will be deemed cancelled and the terms of cancellation set out above will apply. If the cost of the replacement booking is lower than that of your initially scheduled stay, we will retain this difference as compensation for the prejudice suffered as a result of the changes.

6/ Cancellation

➤ Cancellation by you

You must notify us of any cancellation by email or registered letter with acknowledgement of receipt. This notice will take effect on the date of its first presentation by the postal service.

- If your email/letter is presented more than 30 days before your scheduled arrival date, any deposit, admin charge and, where applicable, cancellation insurance premium that you have paid will be retained by the campsite.
- If your email/letter is presented between the 30th and the 15th day before your scheduled arrival date, any deposit, admin charge and, where applicable, cancellation insurance premium that you paid at the time of booking will be retained by the campsite. You will be issued with a credit note to the value of the balance of the cost of your stay, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season. If you booked your stay less than 30 days before your scheduled arrival date and your email/letter of cancellation is presented 15 days or more before this date, any deposit, admin charge and, where applicable, cancellation insurance premium (as referred to in 2. Terms of booking above) paid will be retained by the campsite. You will be issued with a credit note to the value of any other amounts paid, which you will be able to use in respect of a future stay at the campsite provided that it is booked in the same season as the cancelled stay was booked or the following season.
- If your email/letter is presented fewer than 15 days before your scheduled arrival date, all and any sums paid will be retained by the campsite.

If you wish to be covered in the event of cancellation, we recommend that you take out holiday cancellation/interruption insurance at the time of booking.

Exceptions to the conditions set out above :

- If you have to cancel because you live in an area which is subject, on your arrival date to lockdown measures that prevent residents from travelling in order to avoid the propagation of Covid-19, we will retain your deposit, the admin charge and any holiday cancellation insurance premium you paid at the time of booking. We will refund the balance in the form of a credit note that you can use for a future holiday at our site and which you must book for the same season as the cancelled stay of the following season. This applies even if we receive your email/letter than 15 days before your arrival date.
 - If your cancellation is the result of a case of force majeure, that is to say an unforeseeable and unavoidable event beyond your control, we will refund any money you have paid to us. **Force majeure is assessed by the judges in each case, the assessment being made "in concreto", i.e. according to the circumstances, each case being a special case.**
- Cancellation by the campsite

If we are forced to cancel a booking that we have already confirmed we will inform you by email as soon as possible. Any money you have already paid will be refunded to you in full.

7/ Complaints – Disputes

If you have a complaint about your stay with us, you must make it to us in writing by registered letter with acknowledgement of receipt within 20 days after the end of your stay.

In case of dispute and where no amicable solution can be found within one month following receipt of your letter of complaint, you can take your complaint to a consumer ombudsman service free of charge. You must do this within one year of sending your letter of complaint.

For your convenience, we suggest that you contact the following consumer ombudsman :

- Ombudsman: CM2C
- Location: 14 rue St Jean 75017 Paris
- Website: www.cm2c.net
- Email address: cm2c@cm2c.net

8/ Personal data

We will collect and process certain personal data about you when you make your booking and during your stay with us.

If you make your booking through our website or via www.flowercampings.com, any data collected before or during booking will be processed in accordance with a confidentiality policy and terms and conditions that you will be asked to agree to before your booking is confirmed.

We will collect the following personal data when you make a booking by telephone and during your stay with us :

- the first and surname of the person making the booking,
- the telephone number from which the booking is made,
- the email address of the person making the booking,
- the date of birth of the person making the booking and the other members of his/her party.

This data will be collected and processed on the following basis :

- with your consent,
- to fulfil the booking contract between us.

Only Flower Campings (a French simplified share company registration RCS Toulouse 492355508, registered address Les Espaceqs de Balma 4-5, 16 Avenue Charles de Gaulle, 31130 BALMA, France) has access to the data collected.

The data collected will be processed for the following purposes:

- to fulfil the booking contract between us,
- to manage any complaints you may make,

- to manage our customers database,
- to allow us and/or Flower Campings to carry out sales prospecting,
- to manage our accounting system.

The data collected is kept for the length of time required for the performance of the booking contract and for a further five years after the end of your stay unless there is a dispute ongoing at that time, in which case the data will be kept until such time as the dispute is settled.

Pursuant to French data protection law (Loi Informatique et Libertés n° 78-17 du 6 janvier 1978), every individual has the following rights in respect of their personal data : the right of access, the right to rectification, the right to erasure (also known as the right to be forgotten), the right to object, the right to restriction of processing and the right to data portability. Individuals may also give instructions on the way in which their personal data should be stored, erased and disclosed after their death.

In addition, individuals may object to the processing of their personal data for reasons relating to their personal situation.

To exercise any of these rights, please send a registered letter with acknowledgement of receipt to this address: Flower Campings, Les Espaces de Balma 4-5, 16 avenue Charles de Gaulle, 31130 BALMA, France, or email: contact@flowercampings.com.

Any individual whose data processing rights as set out above are infringed may make a complaint to the French data processing authority (Commission nationale de l'informatique et des libertés, CNIL) at this address: <https://www.cnil.fr/>.

You can also opt out of receiving unsolicited sales calls (cold calls) by registering with BLOCTEL, the French telephone preference service, via its website at <https://www.bloctel.gouv.fr/>