



## CAMPING LES BALLASTIÈRES \*\*\*

1, Rue du Titan  
70290 CHAMPAGNEY

Tel : +33 (0)3.84.23.11.22

E-mail : [info@campingdesballastieres.com](mailto:info@campingdesballastieres.com)

Web : [www.campingdesballastieres.com](http://www.campingdesballastieres.com)

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## CONDITIONS GENERALES DE VENTE

### Réservation d'hébergement ou d'emplacement « tourisme » par des particuliers

Translated from French. Only the document in French is authentic.

#### DEFINITIONS:

- **ORDER or RESERVATION or RENTAL:** purchase of services.
- **SERVICES:** seasonal rental of accommodation or "tourism" pitches.
- **ACCOMMODATION:** tent, caravan, mobile home and light leisure home.

#### 1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply, without limitation or reservation, to the rental of accommodation or unbuilt pitches on the Camping Les Ballastières campsite managed by Campea Ballastières (hereinafter the "Service Provider") to non-professional customers ("Customers" or "the Customer"), on its website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or by telephone, post or email (Email) or at any place where the Service Provider markets the Services. They do not apply to pitch rentals intended to accommodate mobile leisure residences (mobile homes) subject to a "leisure" contract.

The main characteristics of the services are presented on the website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or in written form - paper or electronic - in the event of a reservation made by means other than remote ordering.

The customer is obliged to read them before placing an order. The choice and purchase of a service are the sole responsibility of the customer.

These general terms and conditions of sale apply to the exclusion of all other conditions of the service provider, in particular those applicable to other marketing channels for the services.

These general terms and conditions of sale are accessible at any time on the website and, where appropriate, take precedence over any other version or contractual document. The version applicable to the customer is the version in force on the website or communicated by the service provider at the time of the order by the customer.

Unless proven otherwise, the data stored in the service provider's computer system constitute proof of all transactions concluded with the customer.

Under the conditions of the Data Protection Act and the European General Data Protection Regulation, the customer has a right of access, rectification and opposition at any time when the processing is not necessary for the execution of the order and the stay. As a result, you can send all your personal data in writing, by post and upon presentation of proof of identity to the following address: Camping Les Ballastières, 1 Rue du Titan, 70290 Champagny, France.

The customer declares to have read these general conditions of sale and to have accepted them either by checking the box provided for this purpose before completing the online ordering process, as well as the general conditions of use of the website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or, in the case of reservations made outside the Internet, by any other appropriate means.

#### 2. RESERVATIONS

The customer selects on the website or provides information on a document sent by the service provider about the services he wishes to order.

It is the customer's responsibility to check the accuracy of the order and to immediately inform the service provider of any errors. The order is only considered final when a confirmation of acceptance of the order by the service provider is sent to the customer by email or post or, in the case of a reservation, the contract is signed directly at the premises where the service provider markets the services.

Any order placed on the website

[www.campingdesballastieres.com](http://www.campingdesballastieres.com) constitutes the conclusion of a distance contract between the customer and the service provider. All orders are personal and cannot be transferred under any circumstances.

#### 3. PRICES

The services offered by the Service Provider are provided at the prices in force on the Website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or on other sources of information of the Service Provider at the time of the Customer's order. Prices are quoted in euros, excluding taxes and including taxes.

The prices take into account any discounts granted by the Service Provider on the Website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or on any other information or communication medium.

These prices are fixed and cannot be changed during their period of validity, as indicated on the website [www.campingdesballastieres.com](http://www.campingdesballastieres.com), in the e-mail or in the written offer to the customer. After the expiry of this validity period, the offer expires and the Service Provider is no longer bound by the prices.

They do not include the processing and administrative costs invoiced in addition to the conditions indicated on the website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) or in the information previously communicated to the customer (post, email, etc.) and charged before ordering.

The payment requested by the customer is equal to the total amount of the purchase, including these costs.

An invoice is issued by the seller and handed over to the customer at the latest after payment of the remaining price.

#### 3.1. Tourist tax

The tourist tax collected on behalf of the municipality/community is not included in the price. The amount is determined per person per day and varies depending on the destination. It is payable at the time of payment for the service and appears separately on the invoice.

#### 4. PAYMENT TERMS

##### 4.1. SECURITY DEPOSIT

The amounts paid in advance are down payments. They represent an advance on the total price owed by the customer.

A deposit of 30% of the total price for the provision of the ordered services, the full amount of any cancellation insurance taken out and the full amount of administration fees are required at the time of the order by the customer. It must be paid immediately upon receipt of the final rental agreement and must be attached to the copy to be returned. It will be deducted from the total



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amount of the order. In the event of cancellation by the customer, no refund will be made by the service provider.

The balance for rentals and pitches must be paid in full 30 days before your arrival (under penalty of cancellation of this rental). If you book less than 30 days before your arrival, the entire stay must be paid at the time of booking.

### 4.2. PAYMENTS

Payments made by the Customer are not considered final until the Service Provider has actually collected the amounts owed.

In case of late payment and payment of amounts owed by the Customer beyond the aforementioned deadline or after the payment date indicated on the invoice sent to the Customer, interest on arrears will be charged at the rate of 25% of the amount, including taxes, of the price for the provision of the Services will be automatically and automatically purchased by the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all amounts owed by the Customer, without prejudice to any other action that the Service Provider may take against the Customer in this regard.

### 4.3. NON-COMPLIANCE WITH PAYMENT TERMS

In addition, in the event of non-compliance with the aforementioned payment terms, the Service Provider reserves the right to suspend or cancel the provision of the services ordered by the Client and/or suspend the performance of its obligations after the reminder remained ineffective.

## 5. PROVISION OF SERVICES

### 5.1. PROVISION AND USE OF SERVICES

The accommodation can be occupied from 15:00 on the day of arrival and must be vacated by 10:00 on the day of departure. The undeveloped parking space may be occupied from 3:00 p.m. on the day of arrival and must be vacated by 12:00 p.m. on the day of departure.

The balance of the stay must be paid in full 30 days before the arrival date (under penalty of cancellation of this rental).

The accommodations and pitches are intended for rental to a certain number of people and under no circumstances can be occupied by a larger number of people.

Accommodation and pitches are returned in the same state of cleanliness as when they were delivered. Otherwise, the tenant will have to pay a flat rate for cleaning, which varies depending on the accommodation category.

In case of damage to the accommodation or its accessories, immediate repair is required at the expense of the tenant. The inventory statement at the end of the rent must be exactly the same as the one at the beginning of the rent.

### 5.2. Deposit

In the case of renting accommodation, a deposit must be paid by the customer on the day of delivery of the keys, the amount of which varies depending on the category of the accommodation, which will be refunded to him on the day of the end of the rental, subject to any deduction of restoration costs.

This warranty does not constitute a limitation of liability.

## 6. DELAY, INTERRUPTION OR CANCELLATION OF THE STAY BY THE CUSTOMER

No discount will be granted in the event of late arrival, early departure or a change in the number of people (whether for all or part of the planned stay).

### 6.1. EDIT

In the event of a change in the dates or the number of people, the Service Provider will endeavour to accommodate requests to change appointments as far as possible, subject to availability, without prejudice to any additional costs; In all cases, this is a simple commitment to funds. The Service Provider cannot guarantee the availability of any location or accommodation or any other date; In these cases, an extra charge may be charged.

Any request for a reduction in the length of stay will be considered by the Service Provider as a partial cancellation, the consequences of which are regulated in Article 6.3.

### 6.2. INTERRUPTION

An early departure cannot result in a claim for a refund from the service provider.

### 6.3. CANCELLATION

In the event of cancellation, the Client is obliged to notify the Service Provider of the withdrawal by e-mail or post as soon as a reason arises that prevents his departure.

In the event of cancellation of the reservation by the Customer after its acceptance by the Service Provider, for any reason whatsoever, except for force majeure, the deposit paid for the reservation will be automatically due in accordance with Article 4.

In all cases of cancellation, the processing and administrative costs (Article 3) remain with the Service Provider.

Through its partnership with the insurance broker Neat Camping, the service provider offers you a subscription to the FLEX insurance guarantee when you make your reservation.

If the damage is provided for in the General Conditions of Insurance (available from Neat Camping [www.neat.eu/contact](http://www.neat.eu/contact) or from the Service Provider), the Customer is obliged to notify the Insurer within the period prescribed by the General Conditions of Insurance and to provide all necessary information and supporting documents. The declaration is made via the online disaster reporting form <https://declare.neat.eu/campings-independants>, by e-mail to [sinistre@neat.eu](mailto:sinistre@neat.eu) or by telephone at +33(0)5.54.54.25.22.

The insurance subscription must be paid in full to activate its validity and is non-refundable.

### 6.4. CANCELLATION IN CASE OF PANDEMIC

**6.4.1.** In the event of a total or partial closure of the establishment during the booked period of stay (which is equivalent to a measure of total or partial prohibition of reception by the public, insofar as the Client is directly affected by the application of this measure), decided by the authorities and not attributable to the Service Provider, the amounts paid by the Client in advance for the reservation of the stay will be refunded within 24 months.

However, the Service Provider cannot be held liable for any additional compensation beyond the reimbursement of the amounts already paid for the reservation of the stay.

**6.4.2.** By way of derogation from the provisions of article 6.3. CANCELLATION: Any cancellation of the stay that is duly justified by the fact that the customer would suffer from COVID 19 (infection) or any other infection considered to be part of a pandemic or would be identified as a contact case and that this situation would occur in the event of withdrawal from participation, the stay will be made on the scheduled dates without break compensation.

All processing and administration fees provided for in the General Terms and Conditions remain with the Service Provider. In any



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case, the customer must provide proof of the event to which he is entitled to the right of withdrawal.

**6.4.3.** By way of derogation from the provisions of Article 6.3 CANCELLATION, in the event that the Customer is forced to cancel the entire stay due to government measures that do not allow the Participants to travel (general or local restrictions, travel ban, closure of borders), although if the Campsite is able to fulfill its obligation and receive Customers, the Service Provider issues a credit note in the amount of the amounts paid by the Customer, less the processing and administrative costs (Article 3), which will be borne by the Service Provider. This non-refundable and non-transferable credit is valid for 24 months.

**6.4.4.** If the Client takes out a specific insurance policy that covers the risks listed in Article 6.4.2 or Article 6.4.3, the insurance compensation received by the Client shall be deducted from the sum insured referred to in Article 6.4.2 or Article 6.4.3.

### 7. OBLIGATIONS OF THE CUSTOMER

#### 7.1. Liability insurance

The customer staying in a place or accommodation must take out civil liability insurance. Before the start of the service, the client may be required to provide proof of insurance.

#### 7.2. ANIMALS

Pets are accepted under the responsibility of their owners. They are accepted subject to the packages available from the Service Provider and are payable on the spot.

#### 7.3. INTERNAL RULES

The operating rules are posted at the entrance to the company and at the reception. The customer is obliged to read and respect them. It is available on simple request.

### 8. OBLIGATIONS OF THE SERVICE PROVIDER – WARRANTY

The Service Provider guarantees the Customer, in accordance with the provisions of the law and without additional compensation, any lack of conformity or hidden defects resulting from an error in the design or production of the ordered services.

In order to assert its rights, the Client must inform the Service Provider in writing of the existence of any defects or lack of conformity within a maximum period of 24 hours from the date of provision of the Services.

The Service Provider shall reimburse the Services deemed defective as soon as possible, but no later than within 30 days of the discovery of the defect or defect by the Service Provider (as far as possible). The refund will be made by credit to the customer's bank account or by bank check addressed to the customer.

The Service Provider's guarantee is limited to the reimbursement of the services actually paid for by the Client. The Service Provider cannot be held responsible for delays or non-performance resulting from the occurrence of a case of force majeure usually recognised in French jurisdiction.

The services provided through the Service Provider's website [www.campingdesballastieres.com](http://www.campingdesballastieres.com) comply with the regulations in force in France.

### 9. RIGHT OF WITHDRAWAL

Activities related to the organization and sale of stays or excursions on a specific date or period are not subject to the withdrawal period applicable to distance sales and off-premises sales, in accordance with the provisions of article L221-28 of the Consumer Code.

### 10. PROTECTION OF PERSONAL DATA

The Service Provider, the author of this document, carries out the processing of personal data on the following legal basis:

● Either the legitimate interest pursued by the Service Provider in pursuing the following purposes:

- Prospecting
- Management of relationships with customers and prospects,
- the organization, registration and invitation to events of the Service Provider,
- Processing, execution, prospecting, production, management, monitoring of customer requests and files,
- Creation of documents on behalf of its customers.

● Or to comply with legal and regulatory obligations in carrying out the processing for the following purposes:

- the prevention of money laundering and terrorist financing and the fight against corruption,
- Invoice
- Bookkeeping.

The Service Provider will only store the data for as long as is necessary for the operations for which it was collected and in accordance with the regulations in force.

In this context, customer data will be retained for the duration of the contractual relationship, increased by 3 years, for advertising and acquisition purposes, without prejudice to any retention obligations or limitation periods.

With regard to the prevention of money laundering and terrorist financing, the data will be stored for five years after the termination of the business relationship with the service provider. With regard to accounting, it is stored for 10 years from the end of the accounting year.

Interested party data will be stored for a period of 3 years, provided that no participation or registration has taken place in the events of the service provider.

The processed data is intended for authorized persons of the Service Provider.

Under the conditions of the Data Protection Act and the European General Data Protection Regulation, individuals have a right to information, correction, query, restriction, portability and deletion of data concerning them.

Data subjects also have the right to object to the processing of personal data at any time on grounds relating to their particular situation, the legal basis being the legitimate interest of the service provider to object to commercial prospecting.

They also have the right to issue general and specific instructions setting out the manner in which they intend to exercise the above-mentioned rights after their death.

- by e-mail to the following address: [info@campingdesballastieres.com](mailto:info@campingdesballastieres.com),

- or by post to the following address: Camping Les Ballastières / Campea Ballastières, 1 Rue du Titan, 70290 Champagne, France, together with a copy of a signed identity document.

Data subjects have the right to lodge a complaint with the CNIL.

### 11. INTELLECTUAL PROPERTY

The content of the [www.campingdesballastieres.com](http://www.campingdesballastieres.com) website is the property of the service provider and its partners and is protected by French and international intellectual property laws.

Any reproduction, distribution, total or partial use of this content is strictly prohibited and may constitute a criminal offence of counterfeiting.



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In addition, the Service Provider remains the owner of all intellectual property rights to the photographs, presentations, studies, drawings, models, prototypes, etc., which are created (also at the request of the Client) with a view to providing the Services to the Client. The Client therefore refrains from any reproduction or use of these studies, drawings, models and prototypes, etc., without the express, written and prior authorisation of the Service Provider, who may make this subject to financial compensation.

The same applies to names, logos or, in a broader sense, any graphic representation or text belonging to the Service Provider or used and distributed by it.

### 12. APPLICABLE LAW – LANGUAGE

These General Terms and Conditions of Sale and the operations resulting from them are governed by French law.

These General Terms and Conditions of Sale are drafted in French. In the event of a translation into one or more foreign languages, only the French text is authoritative in the event of a dispute.

### 13. DISPUTES

Any dispute to which the purchase and sale operations concluded under these General Terms and Conditions of Sale could give rise in terms of their validity, interpretation, execution, termination, consequences and consequences, and which could not be resolved between the Service Provider and the Customer, shall be submitted to the competent courts in accordance with the conditions of common law.

The client is informed that in the event of a dispute, he can always resort to a conventional mediation procedure or another alternative method of dispute resolution.

In particular, he may contact the following consumer mediator free of charge:

CM2C, 49 Rue de Ponthieu, 75008 Paris, France –  
+33(0)1.89.47.00.14 – [cm2c@cm2c.net](mailto:cm2c@cm2c.net) – [www.cm2c.net](http://www.cm2c.net)

### 14. Pre-contractual information – customer acceptance

The Customer acknowledges that, before placing his order, he has been informed, in a legible and intelligible manner, of these General Terms and Conditions of Sale and of all the information and information referred to in articles L 111-1 to L111-7 of the Consumer Code, in addition to the information required by the Decree of October 22, 2008 on the prior information of the consumer on the characteristics of rental accommodation in outdoor hotels, and in particular:

- the essential characteristics of the services, taking into account the communication medium used and the services concerned;
- the price of the services and the associated costs;
- information about the identity of the Service Provider, its mail, telephone and electronic contact details and its activities, unless they are relevant to the context;
- Information on legal and contractual guarantees and their implementation modalities; the functionalities of the digital content and, where applicable, its interoperability;
- the possibility of resorting to conventional mediation in the event of a dispute;
- Information on termination terms and other important contract terms.

The fact that a natural (or legal) person orders [www.campingdesballastieres.com](http://www.campingdesballastieres.com) on the Site implies full compliance with and acceptance of these General Terms and Conditions of Sale, which the Customer expressly acknowledges by waiving, in particular, the right to invoke contradictory documents that would be unenforceable against the Service Provider.