

**Rental stay in Mobile home, Apartment or Pitch  
“tourism” by individuals**

**Contact details of the Service Provider::**

- Beaurivage – Camping, Lodges & Spa – SAS du Bourbonnais - N° Siret : 44424576500011, RCS de Cusset
- 15 rue Claude Decloitre, 03 700 Bellerive-Sur-Allier
- Tel : 04.70.32.26.85 - mail : [contact@camping-beaurivage.com](mailto:contact@camping-beaurivage.com)
- Site internet : [www.camping-beaurivage.com](http://www.camping-beaurivage.com)

**DEFINITIONS:**

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

**SERVICES:** seasonal rental of accommodation or “tourism” pitch.

**ACCOMMODATION:** Tent, caravan, mobile leisure residence, apartment and light leisure home.

**ARTICLE ONE - SCOPE OF APPLICATION**

These General Conditions of Sale apply, without restriction or reservation, to any rental of accommodation or bare pitch on the Beaurivage campsite – Camping, Lodges & Spa, operated by SAS du Bourbonnais, to non-professional customers (“The Customers” or “the Customer”), on its website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) or by telephone, postal or electronic mail (emails), or in a place where the Service Provider markets the Services. They do not apply to location rentals intended for the accommodation of mobile leisure residences (mobile homes) which are the subject of a “leisure” contract. The main characteristics of the Services are presented on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) or in written form - paper or electronic - in the event of reservation by means other than remote ordering. The Customer is required to read it before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer. These General Conditions of Sale apply to the exclusion of all other conditions of the Service Provider, and in particular those applicable to other marketing channels for the Services. These General Conditions of Sale are accessible at any time on the website and will prevail, where applicable, over any other version or any other contractual document. The version applicable to the Customer is that in force on the website or communicated by the Service Provider on the date the Order is placed by the Customer. Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the Client. Under the conditions defined by the Data Protection Act and the European data protection regulation, the Customer has, at any time, a right of access, rectification, and opposition if the processing is not essential for the execution of the order and the stay as well as their consequences, to all of their personal data by writing, by mail and proving their identity, to: Beaurivage – Camping, Lodges & Spa \*\*\*\*, 15 Rue Claude Decloitre, 03700 Bellerive-Sur-Allier. 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 implementing the online Order procedure, as well as the general conditions of use of the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com), in the case of reservations outside the Internet, by any other appropriate means.

**ARTICLE 2 – RESERVATIONS**

The Client selects on the site or provides information on any document sent by the Service Provider the services he wishes to order, according to the following terms: The Customer informs the service provider of his wishes regarding his stay: period, number of people and ages, type of accommodation desired (rentals or pitches), any additional services. The request is then studied by the Service Provider, who will send the Client, after validation or adjustment of his request, a reservation option accompanied by the contract and quote established from the information communicated. It is the Customer's responsibility to verify the accuracy of the Order and to immediately notify the Service Provider of any errors. The Customer then has a period of 8 days from receipt of the letter (electronic or postal) to confirm said order, by returning the rental contract duly completed and accompanied by a deposit of 30% of the total rental amount. The Order will only be considered final after confirmation of acceptance of the Order by the Service Provider has been sent to the Customer, by email or post, or by signature of the contract in the case of reservation directly at the premises where the Service Provider markets the Services. Any Order placed on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) constitutes the formation of a contract concluded remotely between the Customer and the Service Provider. All Orders are nominative and cannot, under any circumstances, be transferred. The presence of at least 1 responsible adult is mandatory for any stay at the campsite. Double axle caravans and motorhomes are not permitted.

**ARTICLE 3 – PRICES**

The Services offered by the Service Provider are provided at the prices in effect on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com), or on any information support from the Service Provider, when the Customer places the order. Prices are expressed in Euros, excluding tax and including tax.

The prices take into account any reductions that may be granted by the Service Provider on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) or on any information or communication medium.

These prices are firm and non-revisable during their period of validity, as indicated on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com), in the email or in the written proposal sent to the Customer. Beyond this period of validity, the offer is void and the Service Provider is no longer bound by the prices.

They do not include processing and management costs, which are invoiced in addition, under the conditions indicated on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) or in the information (mail, email, etc.) previously communicated to the Customer, and calculated before placing the Order.

The payment requested from the Customer corresponds to the total amount of the purchase, including these costs.

An invoice is drawn up by the Seller and given to the Customer at the latest upon payment of the balance of the price.

**3.1. TOURIST TAX**

The tourist tax, collected on behalf of the municipality / community of municipalities, is not included in the prices. Its amount is determined per person and per day and varies depending on the destination. It must be paid when paying for the Service and appears separately on the invoice.

## **ARTICLE 4 - PAYMENT TERMS**

### **4.1. DEPOSIT**

Amounts paid in advance are deposits. They constitute an advance on the total price owed by the Customer.

A deposit corresponding to 30% of the total price of the provision of the Services ordered is required when the Customer places the order. It must be paid upon receipt of the final rental contract and attached to the copy to be returned. It will be deducted from the total amount of the order.

It will not be subject to any reimbursement by the Service Provider in the event of cancellation of the stay by the client (except in cases provided for in article 6.4 of these general conditions).

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

For pitch rentals, the balance of the stay must be paid in full on the day of arrival.

### **4.2. PAYMENTS**

Payments made by the Client will only be considered final after actual collection of the sums due by the Service Provider.

In the event of late payment and payment of sums due by the Client beyond the deadline set above, or after the payment date appearing on the invoice sent to the Client, late payment penalties calculated at the rate of 5 % of the amount including tax of the price of the provision of the Services, will be acquired automatically and automatically from the Service Provider, without any formality or prior notice.

Late payment will result in the immediate payment of all sums owed by the Client, without prejudice to any other action that the Service Provider may be entitled to take, in this respect, against the Client.

### **4.3. NON-COMPLIANCE WITH PAYMENT TERMS**

In addition, the Service Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the execution of its obligations. after formal notice remained without effect.

## **ARTICLE 5 - PROVISION OF SERVICES**

### **5.1. PROVISION AND USE OF SERVICES**

The accommodation (mobile home, apartment, lodge) may be occupied from 3:00 p.m. on the day of arrival and must be vacated by 10:00 a.m. on the day of departure.

The pitch may be occupied from 2:00 p.m. on the day of arrival and must be vacated before 12:00 p.m. on the day of departure.

The accommodation and pitches are intended for a specific number of occupants for rental and cannot under any circumstances be occupied by a greater number of people.

Any change in the number of people initially provided for in the rental contract must be reported to the Service Provider's reception service on the same day. All rentals are nominative and cannot under any circumstances be sublet or transferred.

Accommodations and pitches will be returned in the same state of cleanliness as on delivery. Otherwise, the tenant will have to pay a lump sum of €80 for cleaning. Any damage to the accommodation or its accessories will result in immediate repairs at the tenant's expense. The inventory statement at the end of the rental must be strictly identical to that at the start of the rental.

### **5.2. SECURITY DEPOSIT**

For accommodation rentals, two security deposits are required from the Customer on the day of arrival, payable by check, cash or credit card imprint. A deposit of €200 for rentals and another from 80€ to €100 for cleaning (returned after your departure by post, if there is no damage and perfect cleanliness). This guarantee does not constitute a limit of liability.

## **ARTICLE 6 – DELAY, INTERRUPTION OR CANCELLATION OF STAY BY THE CUSTOMER**

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

### **6.1. MODIFICATION**

In the event of a change in dates or number of people, the Service Provider will endeavor to accept requests for date changes as much as possible within the limits of availability, without prejudice to any additional costs; In all cases this is a simple obligation of means, the Service Provider cannot guarantee the availability of a location or accommodation, or another date; an additional price may be requested in these cases. Any request to reduce the length of stay will be considered by the Service Provider as a partial cancellation, the consequences of which are governed by article 6.3. In the absence of a written message from the customer, specifying that he had to postpone his arrival date, the pitch becomes available 24 hours after the arrival date stipulated in the contract, and full payment of services remains required.

### **6.2. INTERRUPTION**

A premature departure cannot give rise to any reimbursement from the Service Provider.

### **6.3. CANCELLATION**

In the event of cancellation of the Reservation by the Customer after its acceptance by the Service Provider for whatever reason, the deposit paid for the reservation is definitively lost. The amount equal to the total stay remains due if the Customer cancels less than 30 days before arrival.

In all cases of cancellation, processing and management costs (article 3) will remain with the Service Provider. Any cancellation must be confirmed in writing. In the event of early or unexpected departure of the Client, the remaining sums will then be considered as compensation for termination of the contract.

In the event of cancellation for reasons falling to the Service Provider, the Client will obtain a refund of all sums paid.

## **6.4. CANCELLATION IN CASE OF PANDEMIC**

6.4.1. In the event of total or partial closure of the establishment during the dates of the reserved stay (which is assimilated to a measure of total or partial ban on welcoming the public, to the extent that the Customer is directly concerned by the application of this measure) decided by the public authorities, and which is not attributable to the Service Provider, the sums paid in advance by the Customer for the reservation of the stay will be reimbursed within 6 months. The Service Provider cannot, however, be held responsible for additional compensation beyond this reimbursement of the sums already paid for the reservation of the stay.

Any processing and management costs as provided for in the general conditions will remain with the Service Provider.

6.4.2. By way of derogation from the provisions of article 6.3 CANCELLATION, any cancellation of the stay, including justified by the fact that the Client would be affected by COVID 19 (infection) or other infection considered to be part of a pandemic, or would be identified as a case contact, and that this situation would call into question his participation in the stay on the planned dates, will be made without termination compensation. Only subscription to cancellation insurance may give rise to compensation from the insurer for a duly justified reason making the Customer eligible for this right to cancellation.

6.4.3. By way of derogation from the provisions of article 6.3 CANCELLATION, in the event that the Client is forced to cancel the entire stay due to government measures not allowing participants to travel (general or local confinement, travel ban, closure borders), even though the campsite is able to fulfill its obligation and welcome Customers, the Service Provider will provide reimbursement of sums paid in advance.

Any processing and management costs as provided for in the general conditions will remain with the Service Provider.

6.4.4. If the Client subscribes to specific insurance covering the risks listed in Article 6.4.2 or Article 6.4.3, the insurance compensation received by the Client will be deducted from the reimbursement amount. or to have it, referred to in articles 6.4.2 ou 6.4.3.

## **ARTICLE 7 - CUSTOMER OBLIGATIONS**

### **7.1. CIVIL LIABILITY INSURANCE**

The Customer staying on a location or in accommodation must be insured for civil liability. An insurance certificate may be requested from the Client before the start of the service.

### **7.2. ANIMALS**

Pets are accepted (except category 1 and 2 dogs), under the responsibility of their owners, for the fixed price indicated in the Service Provider's prices. Cats are not accepted in rental properties, but only for a stay on the pitch.

The contract specifies whether or not the client or occupant can stay in the company of a domestic animal. In the event of non-compliance with this clause, the service provider may refuse the performance of its service due to the customer. The contract being then deemed broken by the customer, no refund can be made.

### **7.3. INTERNAL RULES**

Internal regulations are displayed at the entrance to the establishment and at reception. The Customer is required to read it and respect it. It is available upon simple request.

## **ARTICLE 8 - OBLIGATIONS OF THE SERVICE PROVIDER - GUARANTEE**

The Service Provider guarantees the Client, in accordance with legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a fault in the design or production of the Services ordered. In order to assert his rights, the Customer must inform the Service Provider, in writing, of the existence of defects or lack of conformity within a maximum period of 24 hours from the provision of the Services. The Service Provider will reimburse or rectify or have rectified (to the extent possible) the services deemed defective as soon as possible and at the latest within 48 hours following the Service Provider's observation of the defect or defect. Reimbursement 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 considered responsible or defaulting for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The Services provided via the Service Provider's website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) comply with the regulations in force in France.

## **ARTICLE 9 - RIGHT OF WITHDRAWAL**

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

## **ARTICLE 10 – PROTECTION OF PERSONAL DATA**

- The Service Provider, drafter of this document, implements processing of personal data which has the legal basis:
  - Either the legitimate interest pursued by the Service Provider when it pursues 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,
  - drafting documents on behalf of its clients.
- Or compliance with legal and regulatory obligations when implementing processing for the purpose of:
    - the prevention of money laundering and the financing of terrorism and the fight against corruption,
    - invoicing,
    - accountability.

The Service Provider only keeps the data for the duration necessary for the operations for which they were collected as well as in compliance with the regulations in force.

In this regard, customer data is kept for the duration of contractual relationships increased by 3 years for animation and prospecting purposes, without prejudice to retention obligations or limitation periods.

In terms of preventing money laundering and terrorist financing, data is kept for 5 years after the end of relations with the Service Provider. In terms of accounting, they are kept for 10 years from the end of the accounting year.

Prospect data is kept for a period of 3 years if no participation or registration in the Service Provider's events has taken place.

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

Under the conditions defined by the Data Protection Act and the European data protection regulation, individuals have a right of access to data concerning them, rectification, query, limitation, portability, erasure.

The persons concerned by the processing carried out also have the right to object at any time, for reasons relating to their particular situation, to the processing of personal data having as legal basis the legitimate interest of the Service Provider, as well as a right to object to commercial prospecting. They also have the right to define general and specific directives defining the manner in which they intend for the rights mentioned above to be exercised, after their death:

- by email to the following address: [contact@camping-beaurivage.com](mailto:contact@camping-beaurivage.com)
- or by post to the following address: Camping Beaurivage 15 rue Claude Decloitre 03700 Bellerive-sur-Allier

- Opposition to telephone canvassing (Bloctel): you can register for free on the list opposing telephone canvassing [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) (Article L.223-2 of the Consumer Code)

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

The content of the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) is the property of the Service Provider and its partners and is protected by French and international laws relating to intellectual property. Any reproduction, distribution, total or partial use of this content is strictly prohibited and may constitute an offense of counterfeiting. In addition, the Service Provider remains the owner of all intellectual property rights over the photographs, presentations, studies, drawings, models, prototypes, etc., produced (even at the request of the Client) with a view to providing the Services to the Client. The Client therefore refrains from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written and prior authorization of the Service Provider who may condition it on financial compensation. The same applies to names, logos or more broadly any graphic representation or text belonging to the Service Provider or used and distributed by it.

## **ARTICLE 12 - APPLICABLE LAW – LANGUAGE**

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

These General Conditions of Sale are written in French. In the event that they are translated into one or more foreign languages, only the French text will be authentic in the event of a dispute.

## **ARTICLE 13 – DISPUTES**

All disputes to which the purchase and sale operations concluded in application of these general conditions of sale could give rise, concerning their validity, their interpretation, their execution, their termination, their consequences and their consequences and which could not have been resolved between the Service Provider and the Client will be submitted to the competent courts under the conditions of common law.

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

He may in particular have free recourse to the CM2C Consumer Mediator whose contact details are accessible on simple request to the Service Provider.

## **ARTICLE 14 - PRE-CONTRACTUAL INFORMATION - CUSTOMER ACCEPTANCE**

The Customer acknowledges having been informed, prior to placing his Order, in a readable and understandable manner, of these General Conditions of Sale and of all the information and information referred to in articles L 111-1 to L111-7 of the code of consumption, in addition to the information required pursuant to the decree of October 22, 2008 relating to prior consumer information 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 related costs;
- information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they do not emerge from the context;
- information relating to legal and contractual guarantees and their implementation methods; 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 relating to termination terms and other important contractual conditions.

The fact for a natural (or legal) person to order on the website [www.camping-beaurivage.com](http://www.camping-beaurivage.com) implies full and complete adherence and acceptance of these General Conditions of Sale, which is expressly recognized by the Customer, who waives, in particular, to take advantage of any contradictory document, which would be unenforceable against the Service Provider.