

# Terms & Conditions EN – UK



# Flower Campings – Terms & Conditions

The purpose of these General Terms and Conditions is to define the rights and obligations of the parties in connection with the rental of camping pitches and/or rental accommodation at the campsites in the Flower network.

By reserving a pitch and/or accommodation at a campsite in the Flower network, you acknowledge that you have read and accepted these General Terms and Conditions.

When confirming your reservation, you also acknowledge having read and accepted the Special Conditions specific to each campsite.

#### 1/ Services – Rates

We offer touring pitches and holiday units for rent.

#### ➤ Bare pitches

This is a bare pitch for your tent, caravan or motorhome.

The price of your stay is calculated from a fixed price that necessarily includes the rental of the pitch, the capacity for 2 people to stay there, the possibility to pitch 1 tent with 1 vehicle, OR 1 caravan with an additional vehicle OR 1 motorhome; and access to reception facilities, entertainment and sanitary facilities, and, depending on the package chosen, a connection to the electricity network, or other options.

When placing the order, you must select one of the following packages:

Comfort option: a touring pitch plus an electric hook-up and water

Premium option: our Comfort option plus Comfort package + private sanitary facilities including shower and WC + kitchen area with fridge and two gas burners (FreeCamp). Additional costs (additional people, extra vehicles, pets, etc.) are not included in the above-mentioned packages and will be added to the total.

For a premium package, a deposit of  $200 \in (140 \in \text{for the Freecamp and } 60 \in \text{for the cleaning deposit})$  will be required following your reservation (by cheque or credit card) OR on your arrival, which will be destroyed by us within a week of your departure. However, we reserve the right to keep all or part of the deposit in the event of damage to the accommodation and/or its contents and/or to equipment on the campsite.

We also reserve the right to deduct the sum of €60 for cleaning costs if this has not been carried out on departure.

For a Comfort Package, you will be asked to pay a deposit of €50 for the entrance gate badge when you make your reservation OR when you arrive, which will be returned to you when you leave after the badge has been returned to reception.

# Rental accommodation

Our prices include the rental of accommodation according to the number of guests (depending on the capacity of the accommodation), water, gas and electricity charges (excluding recharging the battery of an electric or hybrid vehicle), vehicle parking, access to reception facilities, entertainment and sanitary facilities.

A security deposit of  $\in$ 330 ( $\in$ 230 for the rental accommodation and  $\in$ 100 for the cleaning deposit) and 660 $\in$  for the Tribu range ( $\in$ 460 for the rental accommodation and  $\in$ 200 for the cleaning deposit) will be required following your reservation (by cheque or bank card) OR on your arrival, which will be destroyed by us within a week of your departure. However, we reserve the right to keep all or part of this deposit in the event of damage to the accommodation and/or its contents and/or to equipment on the campsite. We also reserve the right to deduct the sum of  $\in$ 100 ( $\in$ 200 Tribu range) for cleaning costs if this has not been carried out on departure.

# Standard conditions

The prices indicated are expressed in € and include VAT but exclude tourist tax. Whatever the formula adopted (bare pitch or rental accommodation), additional costs will be charged for extra people, additional vehicles, additional tents, animals, visitors, etc. Our prices are also subject to change depending on current economic and commercial conditions. The final contractual price, payable by you, is the amount shown on your booking confirmation.

Flower Campings applies dynamic pricing. As a result, prices are subject to change at any time.

"Partner" benefits and promotions cannot be applied to a reservation that has been confirmed, whether it has already been paid for in whole or in part; they are in no way retroactive.

It is, therefore, possible that customers may have paid different prices for the same stay. Customers who have paid the highest price, under no circumstances, will not be entitled to a refund of the difference between the price they paid and the promotional price.

# 2/ Booking conditions

# Booking methods

You can book your stay on our website at <u>https://www.camping-les-biches.com/</u>, on the Flower website at <u>www.flowercampings.com</u> or by telephone.

All reservation requests must be accompanied by the following:

• payment of a deposit of 30% of the total cost of your stay, including VAT. This includes the price of the services reserved and, if applicable, tourist tax. However, the campsite may apply a different amount, which will be specified in the Special Conditions,

• the payment of cancellation insurance, if this option is chosen.

The reservation made has no contractual value until the receipt of a written reservation confirmation by email, which summarises all the information relating to your stay.

The balance of the price of the stay, including the price of the services reserved and VAT and, if applicable, tourist tax, is to be paid no later than 30 days before the start of the stay. In the event that the balance is not paid within the aforementioned period, the stay is considered cancelled, and our cancellation conditions described below apply.

Any reservation made less than 30 days before the arrival date must be paid in full at the time of booking. If there are exceptional conditions in place, you will be informed of these.

# No right of withdrawal

According to Article L. 221-28 12° of the Consumer Code, the right of withdrawal does not apply to accommodation, transport, catering and leisure services, which must be provided on a determined date or within a determined period.

# Maximum capacity

For safety and insurance reasons, the number of occupants on each pitch/in each unit may not exceed the stated capacity (no more than 1 to 10 people depending on the capacity of the pitch/unit in question) **including infants**. If it becomes apparent when you arrive that your party exceeds the maximum capacity of your pitch/unit, we reserve the right to refuse you access to the pitch/unit you have booked and we will not refund you the price of your stay.

# ➤ <u>Under-18s</u>

For safety reasons, and unless otherwise authorised by email prior to your arrival and at your request, we cannot accept children under the age of 18 unless they are accompanied by their parents or grandparents for the entire duration of their stay with us.

# 3/ Methods of payment

# Accepted methods of payment accepted

For stays on pitches without reservation (passage), you must, on arrival, pay the price of at least the first night. You are also responsible for informing reception of the desired or extended length of stay. The balance is to be paid no later than the day before departure; therefore, you must take into account the opening hours of the reception. No refunds will be offered in the event of early departure on your part.

# Clients without a reservation

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.

### Handover of keys

**Pitches: Arrival from 2:00 p.m. and departure by 12:00 p.m. at the latest**. Any plot not vacated by 12:00 p.m. will be automatically billed for an additional night.

#### Rentals: Arrival from 4:00 p.m. and departure before 10:00 a.m.

Your wishes for a specific pitch or accommodation on the campsite can only be met on request at the time of booking with the "guaranteed choice of pitch" option and subject to availability.

Any dissatisfaction concerning the state of cleanliness and/or the general condition of the rental must be notified in writing no later than 24 hours after arrival in order to allow time for it to be remedied.

No complaint will be accepted if more than 24 hours have passed after the day of arrival.

Your accommodation must be restored to its original state when you leave; in particular, you are responsible for the cleaning. Failing this, the campsite reserves the right to charge the cleaning costs to your security deposit, pursuant to Article 1 of these Conditions and the Special Conditions.

#### Late arrival/early departure

In the event of late arrival or early departure, in relation to the dates and times mentioned on your booking confirmation, the price of the entire stay will remain unaltered. You will not be able to claim any refund for the part of the stay not taken.

# ≻ <u>Animals</u>

Pets are accepted in certain sites, subject to a fee to be paid on arrival, if applicable. You are advised to contact the concerned establishment directly to ensure that pets are accepted there, as well as to learn the conditions of their presence if it is not mentioned in the Special Conditions. Their presence can, in no way, cause an inconvenience to the other guests (noise, hygiene, smell, etc.), and they are strictly forbidden in the vicinity of swimming pools. Dangerous or aggressive animals (categories 1 and 2), as well as "exotic pets", are not accepted. We thank you for bringing the animal's up-to-date health records and proof of vaccinations.

In July and August, only dogs weighing less than 10 kilos are allowed on the campsite. In low season, by dispensation and on request to the campsite before booking, we can tolerate larger dogs. In the presence of pets, you must take special care to clean your accommodation.

Please respect the rule of one animal per rental.

# Rules of procedure

Throughout your stay, you must respect the internal rules of the campsite, a copy of which is displayed at the reception of each campsite. We are able to send you a copy by email on request.

#### ➤ Image rights

You may find that we take photographs and/or videos on the campsite for activity and/or publicity purposes during your stay. These photos/videos may show you or the other people in your party. When you pay the balance of the price of your stay, we assume that you are also giving us your consent to use any photos and/or videos in which you or the other people in your party appear for the purposes set out above. If you do not wish us to use any photographs or videos in which you or your party appear for these purposes you must notify us in writing by letter, email or other 'durable medium'.

# <u>Unavailability of certain services</u>

The services and facilities we offer (swimming pool, restaurant, activities, entertainment, etc.) may not be available all year round, particularly for reasons of weather or in the event of force majeure, or may not operate throughout all seasons of the year. Therefore, they may be temporarily unavailable during all or part of your stay. The campsite will make its best efforts to inform you of any work or arrangements undertaken during your stay.

#### > Termination of the rental contract in the event of a fault on the client's part

The reservation contract will be terminated automatically in the event of one or more of the following events:

- In the event of repeated non-compliance, that is to say, continued non-compliance after a formal notice sent by email to you and/or your companions of our rules of procedure.

In this case, you must leave your accommodation or pitch within 24 hours of the termination of your contract, which will be notified to you by email. There will be no refund of the price.

- In the event of a no-show at the campsite within 24 hours of the start of your stay and without proof and/or news of your arrival.

We will make your accommodation available to other clients at the end of the aforementioned 24-hour period if we have not been able to reach you at the contact details provided when booking your stay.

We will retain, when applicable, all the sums that you have paid to us; no refund will be made.

# 5/ Modification of stay

Unless there is a specific provision outlined in the Special Conditions of each campsite, the following provisions are applicable in the event of a modification of stay:

You can request to change the dates and/or conditions (type of accommodation) of your stay at our campsite, provided that your request reaches us by email at least 21 days before the initial date of arrival.

However, you must book a new stay at our campsite during the same season as that during which the initial stay was planned, according to availability and current rates. Your initial stay cannot be changed more than once. If you cannot honour the stay substituted for the initial stay, it will be considered cancelled; the sums paid will not be refunded to you.

If the price of the substituted stay is higher than that of the initial stay, you will have to pay the difference. Failing this, the substituted stay is considered cancelled, and our cancellation conditions described below will apply. If the price of the substituted stay is lower than the price of the initial stay, we will retain the price difference as compensation for the damage resulting from the modification of the stay.

#### 6/ Cancellation of stay

# Cancellation by the client

Any cancellation must be notified to us by any written means through a reliable medium (by email, registered mail with acknowledgement of receipt, etc.).

• If your email/letter is presented more than 30 days before your arrival, the amount of the deposit paid, the administration fees paid, and, if applicable, the sums paid under the cancellation insurance remain acquired by the campsite.

• If your letter is presented between the 30th and 15th day prior to your arrival, the amount of the deposit and administration fees paid, and, if applicable, the sums paid for cancellation insurance at the time of booking will be retained by the campsite; the balance of the price of the stay will be credited towards your next stay at the campsite, which must be reserved within one year from the date of the stay. If you have reserved your stay less than 30 days before the date of your arrival, and your letter of cancellation is presented 15 days or more before this date, the sums corresponding to the amount of the deposit, the administration fees, and the cancellation insurance premium, if any, referred to in article 2 of these General Terms and Conditions will be retained by the campsite; the excess will be credited to a future stay at the campsite, which must be booked during the same season as the cancelled stay or during the following season.

• If your letter is presented less than 15 days before the date of your arrival, all sums paid to the campsite will be forfeited.

# To obtain any compensation, we advise you to take out cancellation or interruption of stay insurance at the time of booking.

Notwithstanding the preceding conditions,

- if your cancellation is due to the fact that you live in an area where a containment measure prohibiting people residing there from moving around to prevent the spread of Covid-19 is in force on the date your stay starts, the amount of the deposit paid, the administration fees paid, and, if applicable, the sums paid for cancellation insurance remain with the campsite; the remainder will be credited towards your next stay at the campsite, which must be reserved within one year of the date of your stay. This applies even if your cancellation letter is sent to us less than 15 days before the start date of your stay;
- If we are forced to cancel a reservation that we have confirmed, we will notify you by email as soon as possible; the sums paid will be reimbursed in full within a period specified in the Special Conditions for each campsite.
- Cancellation by the campsite

If we are forced to cancel a reservation that we have confirmed to you, we will notify you by email as soon as possible; the sums paid will be fully refunded to you within a period specified in the Special Conditions of each campsite.

#### Insurance cancellation

Our prices do not include travel insurance. This remains optional and may be offered to you in the Special Conditions.

### 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,
- Address: 14 rue Saint Jean 75017 PARIS,
- Website: www.cm2c.net,
- Contact details: contact@cm2c.net

#### 8/ Personal data

The processing of personal data that we use for the purposes of the reservation is governed by the Flower Personal Data Protection Charter, available on our website: https://en.flowercampings.com/pages/personal-data-protection-policy

